

**REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF LANSING, MICHIGAN
TONY BENAVIDES LANSING CITY COUNCIL CHAMBERS
LANSING CITY HALL, 10TH FLOOR
124 W. MICHIGAN AVENUE**



AGENDA FOR APRIL 13, 2020

TO THE HON. MAYOR AND MEMBERS OF THE CITY COUNCIL:

The following items were listed on the agenda in the City Clerk's Office in accordance with Section 3-103(2) of the City Charter and will be ready for your consideration at the regular meeting of the City Council on Monday, April 13, 2020 at 7:00 p.m.

Due to public safety concerns resulting from the COVID-19 Pandemic, this meeting will be conducted via Zoom Conferencing using Meeting ID 930 924 507

I. ROLL CALL

II. MEDITATION AND PLEDGE OF ALLEGIANCE

III. READING AND APPROVAL OF PRINTED COUNCIL PROCEEDINGS

Approval of the Printed Council Proceedings of March 16 and April 9, 2020

IV. CONSIDERATION OF LATE ITEMS (Suspension of Council Rule #9 is needed to allow consideration of late items. Late items will be considered as part of the regular portion of the meeting to which they relate.)

V. TABLED ITEMS

VI. SPECIAL CEREMONIES & PRESENTATIONS

1. Presentation; Community Development Block Grant Budget
2. Presentation; FY 2021 Budget
3. Presentation; Comprehensive Development Agreement; amendment to Continental/Ferguson Lansing LLC, Red Cedar Development

VII. COMMENTS BY COUNCIL MEMBERS AND CITY CLERK

VIII. COMMUNITY EVENT ANNOUNCEMENTS (Time, place, purpose, or definition of event – 1 minute limit)

IX. SPEAKER REGISTRATION FOR PUBLIC COMMENT ON LEGISLATIVE MATTERS

The public may comment for up to three minutes. Those wishing to make public comments will need to raise their hands or submit written comments to city.clerk@lansingmi.gov by the end of the public comment period:¹

To Raise Your Hand:

On the phone: Dial *9
On a mac: Option Y
Windows: Alt Y

X. MAYOR'S COMMENTS

XI. SHOW CAUSE HEARINGS

XII. PUBLIC COMMENT ON LEGISLATIVE MATTERS (Legislative matters consist of the following items on the agenda: public hearings, resolutions, ordinances for introduction, and ordinances for passage. The public may comment for up to three minutes.

XIII. COUNCIL CONSIDERATION OF LEGISLATIVE MATTERS

A. REFERRAL OF PUBLIC HEARINGS

B. CONSENT AGENDA

1. BY COUNCIL MEMBERS BETZ, DUNBAR, GARZA, HUSSAIN, JACKSON, SPADAFORÉ, SPITZLEY, WOOD
 - a. Setting a Public Hearing in consideration of Annual Consolidated Strategy and Plan Submission & Action Plan Proposed Budget for Community Development Block Grant (CDBG) Fund Resources for FY 2021 (PEND-1545)
 - b. Setting a Public Hearing in consideration of FY 2021 City Budget (PEND-1619)
 - c. SLU-1-2020; Special Land Use Permit, between 1220 and 1306 North Homer Street to allow Metro Fibernet, LLC to place a Telecommunications Tower in the "A" Residential District (PEND-1483)
 - d. SLU-3-2019; Special Land Use Permit, 1315 Massachusetts Avenue to allow Capital Area Community Services to construct a parking lot in the "B" Residential District (PEND-1443)
 - e. Supplemental Appropriation and Grant Acceptance; United States Department of Housing and Urban Development (HUD) Emergency Solutions Grants (ESG) and Community Development Block Grants (CDBG) Funds as authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) for FY 2020 (PEND-1606)

XIV. SPEAKER REGISTRATION FOR PUBLIC COMMENT ON CITY GOVERNMENT RELATED MATTERS

The public may comment for up to three minutes. Those wishing to make public comments will need to raise their hands or submit written comments to city.clerk@lansingmi.gov by the end of the public comment period.¹

To Raise Your Hand:

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On a mac: Option Y

Windows: Alt Y

XV. REPORTS OF CITY OFFICERS, BOARDS, AND COMMISSIONS; COMMUNICATIONS AND PETITIONS; AND OTHER CITY RELATED MATTERS (Motion that all items be considered as being read in full and that the proper referrals be made by the President)

A. REPORTS FROM CITY OFFICERS, BOARDS, AND COMMISSIONS

1. Letter(s) from the City Clerk re:
 - a. Minutes of Boards, Commissions, and Authorities placed on file in the Clerk's Office
 - b. Tri-County Regional Planning Commission FY 2019 Audit
 - c. Mayoral Executive Directives
 - i. 2020-01; Restrictions on Discretionary Spending
 - ii. 2020-02; Restrictions on City Hiring, Creation of New Positions, Filling Vacant Positions, Transfers, and Promotions
2. Letter(s) from the Mayor re:
 - a. Appointment; Versey Williams as the 3rd Ward member of the Human Relations & Community Services Board for a term ending June 30, 2023 (PEND-1557)
 - b. Appointment; Cheryl Tennis as an At Large member of the Human Relations & Community Services Board for a term ending June 30, 2024 (PEND-1589)
 - c. Comprehensive Development Agreement; amendment to Continental/Ferguson Lansing LLC, Red Cedar Development (PEND-1598)
 - d. Appointment; Jody Washington as the 1st Ward member of the Human Relations & Community Services Board for a term ending June 30, 2021 (PEND-1596)
 - e. Grant Acceptance; STOP Violence Against Women Grant from the Michigan Department of Health and Human Services (PEND-1426)

- f. Supplemental Appropriation and Grant Acceptance; United States Department of Housing and Urban Development (HUD) Emergency Solutions Grants (ESG) and Community Development Block Grants (CDBG) Funds as authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) for FY 2020 (PEND-1606)
- g. Z-1-2020, 300 block of N. Capitol Avenue, Rezoning from “E-1” Apartment Shop & “DM-4” Residential Districts to “G-1” Business District (PEND-1607, 1608)
- h. SLU-2-2020; Special Land Use Permit, 300 block of N. Capitol Avenue, to allow Lansing Community College to construct a 5 level parking ramp in the “G-1” Business District (PEND-1610,1612)
- i. SLU-3-2020; Special Land Use Permit, N. Grand Avenue side of 610 N. Capitol Avenue, to allow Lansing Community College to construct a new 3 level parking ramp in the “G-1” Business District (PEND-1614,1616)
- j. Appointment; Jennifer Poplar as an At-Large member of the Park Board for a term ending June 30, 2024 (PEND-1600)
- k. Appointment; Mike Dombrowski as the 1st Ward Member of the Park Board for a term ending June 30, 2021 (PEND-1601)
- l. Appointment; Kimberly Whitfield as the 4th Ward Member of the Park Board for a term ending June 30, 2024 (PEND-1604)

B. COMMUNICATIONS AND PETITIONS, AND OTHER CITY RELATED MATTERS

- 1. Notice from the Michigan Liquor Control Commission of request of transfer ownership 2019 SDD & SDM License with Sunday Sales Permit (A.M.) and Sunday Sales Permit (P.M.) from Ransom's Food Center, Inc.; transfer location from 1001 S. Clinton St, Stockbridge to 6030 S. Pennsylvania Ave, Suite 11, Lansing; transfer governmental unit under MCL 436.1531(18) from Stockbridge Village to Lansing City

XVI. MOTION OF EXCUSED ABSENCE

XVII. REMARKS BY COUNCIL MEMBERS

XVIII. REMARKS BY THE MAYOR OR EXECUTIVE ASSISTANT

XIX. PUBLIC COMMENT ON CITY GOVERNMENT RELATED MATTERS (City government related matters are issues or topics relevant to the operation or governance of the city. The public may comment for up to three minutes. Speakers must sign up on yellow form.)

XX. ADJOURNMENT



CHRIS SWOPE, CITY CLERK

Persons with disabilities who need an accommodation to fully participate in this meeting should contact the City Clerk's Office at (517) 483-4131 (TDD (517) 483-4479). 24 hour notice may be needed for certain accommodations. An attempt will be made to grant all reasonable accommodation requests.

Public Participation Notes

Just want to watch the meeting? Here are the best options:

- CityTV live station on cable TV
- CityTV live webcast (<http://www.ustream.tv/channel/gov-tv-city-of-lansing-s-city-tv-station>)

Want to make Public Comment?

Join Zoom Meeting from Computer

<https://zoom.us/j/930924507> (Note: this option requires downloading Zoom software. If you have not already installed the software, this may take a few minutes.)
Meeting ID: 930 924 507

Dial from your phone:

646 876 9923

Meeting ID: 930 924 507

Written public comments may be submitted to city.clerk@lansingmi.gov by the end of the public period.

Maybe want to make Public Comments?

You can watch the meeting on CityTV on cable or webcast, and then call in with the phone option during the Public Comment portion of the agenda.

Accessibility

Closed Captioning will be available on the Zoom meeting, CityTV cable broadcast, and CityTV webcast.

Persons with disabilities who need an accommodation to fully participate in this meeting should contact the City Clerk's Office at (517) 483-4131 (TDD (517) 483-4479). 24 hour notice may be needed for certain accommodations. An attempt will be made to grant all reasonable accommodation requests.

BY COUNCIL MEMBERS BETZ, DUNBAR, GARZA, HUSSAIN, JACKSON,
SPADAFORÉ, SPITZLEY AND WOOD
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

Resolved by the City Council of the City of Lansing that a public hearing be set for Monday, April 27, 2020 at 7 p.m. during the regularly scheduled City Council Meeting, via ZOOM Conferencing for the purpose of receiving comments on the proposed CDBG resources for the Annual Action Plan submission to HUD for FY 2020-2021.

With Executive Order 2020-4, Governor Whitmer declared a statewide State of Emergency due to the spread of the novel coronavirus (COVID-19). To mitigate the spread of COVID-19 and to provide essential protections to vulnerable Michiganders and this State's health care system and other critical infrastructure, it is crucial that all Michiganders take steps to limit in-person contact, particularly in the context of large groups. Therefore, the above meetings will be conducted via audio/video conference.

The meetings are being held electronically in accordance with the Open Meetings Act in an effort to protect the health and safety of the public. Members of the public wishing to participate in the meeting may do so by logging into or calling into the meetings using the website or phone number above, and meeting ID provided. Michigan Executive Order 2020-15 provides temporary authorization of remote participation in public meetings and hearings.

Persons with disabilities who need an accommodation to fully participate in these meetings should contact the City Council Office at 517-483-4177 (TDD (517) 483-4479) 24 hour notice may be needed for certain accommodations. An attempt will be made to grant all reasonable accommodation requests.

Email comments prior to the meeting to city.clerk@lansingmi.gov

BY COUNCIL MEMBERS BETZ, DUNBAR, GARZA, HUSSAIN, JACKSON,
SPADAFORE, SPITZLEY AND WOOD
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, Council President Spadafore recommends the Lansing City Council set the public hearing for the City of Lansing Fiscal Year 2020/2021 Budget for Monday, May 4, 2020.

NOW THEREFORE BE IT RESOLVED, the Lansing City Council hereby approves the recommendation of the public hearing be set for the City of Lansing Fiscal Year 2020/2021 Budget on Monday, May 4, 2020 at the regularly scheduled City Council meeting at 7:00 p.m. for the purpose of receiving comments on the proposed City of Lansing Fiscal Year 2020/2021 Budget.

BY THE COMMITTEE OF DEVELOPMENT AND PLANNING
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

SLU-1-2020

Telecommunications Tower in the "A" Residential District
N. Homer Street, Parcel #: 33-01-01-11-251-281

WHEREAS, Metro Fibernet, L.L.C. has requested a special land use permit to allow a telecommunications tower with related structures and equipment at the southeast corner of the property located between 1220 and 1306 N. Homer Street (Parcel #: 33-01-01-11-251-281); and

WHEREAS, the property is zoned "A" Residential District, where telecommunication towers are permitted subject to obtaining a Special Land Use permit; and

WHEREAS, a review was completed by staff evaluating the character, location and impact of the proposal on the surrounding area, the environment and public services as well as its consistency with the existing zoning and land use patterns in the area and with the objectives of the Design Lansing Comprehensive Plan; and

WHEREAS, the Planning Board held a public hearing on February 4, 2020 at which two individuals representing the applicant spoke in favor of the request and one area resident asked questions about the proposal; and

WHEREAS, the Planning Board, at its February 4, 2020 meeting, voted (6-0) to recommend approval of SLU-1-2020 for a special land use permit allow a telecommunications tower with related structures and equipment at the southeast corner of the property located between 1220 and 1306 N. Homer Street (Parcel #: 33-01-01-11-251-281) with the condition that the access drive/compound area is maintained in a dust-free condition and with the condition that the City Zoning Administrator is given the authority to require additional landscaping and/or an opaque fence along the south property line, prior to issuance of a certificate of occupancy for the shelter(s), if the landscaping shown on the site plan proves to be insufficient to effectively screen the project from the adjoining residential property to the south; and

WHEREAS, the City Council held a public hearing regarding SLU-1-2020 on March 16, 2020 and

WHEREAS, the Committee on Development and Planning has reviewed the report and residential development recommendation of the Planning Board and concurs therewith; and

NOW THEREFORE BE IT RESOLVED that the Lansing City Council hereby approves SLU-1-2020 for a special land use permit allow a telecommunications tower with related structures and equipment at the southeast corner of the property located between 1220 and 1306 N. Homer Street (Parcel #: 33-01-01-11-251-281) with the condition that the access drive/compound area is maintained in a dust-free condition and with the

condition that the City Zoning Administrator is given the authority to require additional landscaping and/or an opaque fence along the south property line, prior to issuance of a certificate of occupancy for the shelter(s), if the landscaping shown on the site plan proves to be insufficient to effectively screen the project from the adjoining residential property to the south.

BE IT FURTHER RESOLVED that this Special Land Use permit shall remain in effect only so long as the petitioner fully complies with this resolution, and if the petitioner fails to comply, the Special Land Use permit may be terminated by City Council Resolution.

BE IT FINALLY RESOLVED that in granting this request, the City Council determines the following:

1. Through proper landscape, screening and buffering, the proposed Special Land Use will be harmonious with the character of adjacent properties and surrounding uses.
2. The proposed Special Land Use will not change the essential character of the surrounding properties.
3. The proposed Special Land Use will not interfere with the general enjoyment of adjacent properties.
4. The proposed Special Land Use does represent an improvement to the lot as it currently exists.
5. The proposed Special Land Use will not be hazardous to adjacent properties.
6. The proposed Special Land Use can be adequately served by public services and utilities.
7. The proposed Special Land Use will not place any demand on public services and facilities in excess of current capacities.
8. The proposed Special Land Use is consistent with the intent and purpose of the Zoning Code and the Design Lansing Comprehensive Plans.
9. The proposed Special Land Use requires a height variance by the Board of Zoning Appeals and setback/separation distance waivers by the City Council. The site plan demonstrates compliance with all other requirements of the Zoning Ordinance and the Wireless Communication Tower Ordinance which is a component thereof.

BY THE COMMITTEE OF DEVELOPMENT AND PLANNING
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

SLU-3-2019

Parking Lot in the "B" Residential District
1315 Massachusetts Avenue

WHEREAS, Capital Area Community Services, Inc. has requested a special land use permit to allow the construction of a parking lot on the property at 1315 Massachusetts Avenue; and

WHEREAS, the property is zoned "B" Residential District, where parking lots are permitted subject to obtaining a Special Land Use permit; and

WHEREAS, a review was completed by staff evaluating the character, location and impact of the proposal on the surrounding area, the environment and public services as well as its consistency with the existing zoning and land use patterns in the area and with the objectives of the Design Lansing Comprehensive Plan; and

WHEREAS, the Planning Board held a public hearing on January 7, 2020 at which three individuals representing the applicant spoke in favor of the request and the owner of the adjoining property to the north spoke in opposition to the request; and

WHEREAS, the Planning Board, at its January 7, 2020 meeting, voted (5-0) to recommend approval of SLU-3-2019 for a Special Land Use to allow a parking lot on the property at 1315 Massachusetts Avenue.; and

WHEREAS, the City Council held a public hearing regarding SLU-3-2019 on March 16, 2020 and

WHEREAS, the Committee on Development and Planning has reviewed the report and residential development recommendation of the Planning Board and concurs therewith; and

NOW THEREFORE BE IT RESOLVED that the Lansing City Council hereby approves SLU-3-2019, a Special Land Use permit to allow a parking lot on the property at 1315 Massachusetts Avenue.

BE IT FURTHER RESOLVED that this Special Land Use permit shall remain in effect only so long as the petitioner fully complies with this resolution, and if the petitioner fails to comply, the Special Land Use permit may be terminated by City Council Resolution.

BE IT FINALLY RESOLVED that in granting this request, the City Council determines the following:

1. The proposed parking lot will be designed to be compatible with the essential character of the surrounding area, as designed.
2. The proposed parking lot will not change the essential character of the surrounding area.
3. The proposed parking lot will be designed so that it will not interfere with the general enjoyment of adjacent properties.
4. The proposed parking lot will be designed to not impact adjacent properties and will not be detrimental to the use or character of the property under consideration.
5. The proposed parking lot will not impact the health, safety and welfare of persons or property in the surrounding area.
6. The proposed parking lot can be adequately served by essential public facilities and services.
7. The proposed parking lot will not place any demands on public services and facilities in excess of current capacities.
8. The proposed parking lot is consistent with the intent and purposes of the Zoning Code and the Design Lansing Master Plan.
9. The proposed parking lot will comply with the requirements of the "B" Residential District.

BY COUNCIL MEMBERS BETZ, DUNBAR, GARZA, HUSSAIN, JACKSON,
SPADAFORÉ, SPITZLEY AND WOOD
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

That the following FY 2020 supplemental appropriations be approved:

To receive and appropriate \$608,455 from additional allocated United States Department of Housing and Urban Development (HUD) Emergency Solutions Grants (ESG) as authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Public Law 116-136 to prevent, prepare for, and respond to the COVID-19 pandemic among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19; and

To receive and appropriate \$1,203,250 from additional allocated HUD Community Development Block Grants as authorized by the CARES Act for CDBG Eligible Activities;

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the ESG funds in the amount of \$608,455; and

BE IT FURTHER RESOLVED, the Lansing City Council approves acceptance of the CDBG funds in the amount of \$1,203,250; and

BE IT FINALLY RESOLVED, that the Administration is authorized to create appropriation accounts and to make the necessary operating transfers for the expenditures and control of the balance of the awarded grant funds pursuant to the requirements of the grants and the City's Emergency Management Ordinance.



Chris Swope
Lansing City Clerk

April 11, 2020

Members of the Lansing City Council
10th Floor City Hall
Lansing, MI 48933

Dear Councilmembers:

The Minutes from the Meetings of the following Boards, Commissions, and Authorities of the City of Lansing were placed on file in the City Clerk's Office and are available for review in the City Clerk's Office and at the following website:
<http://lansingmi.gov/AgendaCenter>

BOARD NAME

DATE OF MEETING

Lansing Building Authority

September 3, 2019

Lansing Economic Development Authority

February 7, 2020

Lansing Brownfield Redevelopment Authority

February 7, 2020

Tax Increment Finance Authority

February 7, 2020

If my staff or I can provide further assistance or information relative to the filing of these minutes, please contact us at 483-4131.

Sincerely,

Chris Swope, MMC/MiPMC
Lansing City Clerk



Chris Swope
Lansing City Clerk

April 11, 2020

President and Council Members
10th Floor City Hall
Lansing, MI 48933

Dear President and Council Members:

My office has received and placed on file:

Tri-County Regional Planning Commission FY 2019 Audit

This document is available for review at the office of the City Clerk or at <http://www.lansingmi.gov/clerk> under the heading of Documents Placed on File.

Sincerely,

Chris Swope, MMC/MiPMC
Lansing City Clerk



Chris Swope
Lansing City Clerk

April 11, 2020

President and Council Members
10th Floor City Hall
Lansing, MI 48933

Dear President and Council Members:

My office has received and placed on file:

Executive Directive 2020-01; Restrictions on Discretionary Spending

Executive Directive 2020-02; Restrictions on City Hiring, Creation of New Positions,
Filling Vacation Positions, Transfers, and Promotions

These documents are available for review at the office of the City Clerk or at
<http://www.lansingmi.gov/clerk> under the heading of Documents Placed on File.

Sincerely,

A handwritten signature in black ink that reads "Chris Swope".

Chris Swope, MMC/MiPMC
Lansing City Clerk

Andy Schor
Mayor



Andy Schor, Mayor

City Hall - 9th Floor
124 W. Michigan Avenue
Lansing, MI 48933-1694
PH: 517.483.4141 – FAX: 517.483.6066
Lansing.Mayor@lansingmi.gov

OFFICE OF THE MAYOR
CITY OF LANSING, MICHIGAN

TO: COUNCIL PRESIDENT, COUNCIL VICE PRESIDENT, MEMBERS OF LANSING CITY COUNCIL; ALL OFFICERS, EMPLOYEES, AGENCIES, BOARDS, AUTHORITIES, AND DEPARTMENTS OF THE CITY OF LANSING

RE: EXECUTIVE DIRECTIVE FOR RESTRICTIONS ON DISCRETIONARY SPENDING – 2020-01

Coronavirus (COVID-19) is a respiratory disease that can result in serious illness or death. It is caused by a new strain of coronavirus that had not been previously identified in humans and can easily spread from person to person. There is no approved vaccine or anti-viral treatment for the disease.

On January 31, 2020, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency for COVID-19.

On or about March 10, 2020, Governor Gretchen Whitmer issued Executive Order 2020-04 declaring a State of Emergency for the State of Michigan.

On March 16, 2020, I issued Executive Order 2020-02 declaring a State of Emergency for the City of Lansing in response to the novel coronavirus (COVID -19) pandemic.

As Mayor of the City of Lansing, I am charged with exercising all the powers and duties granted to the Mayor by law or the City Charter, in addition to seeing that the laws, ordinances, and regulations of the City are enforced pursuant to Article 4 of the City of Lansing City Charter.

I have taken a number of significant and necessary actions to protect the health and safety of Lansing employees, residents, visitors and others in response to the novel coronavirus (COVID -19). These actions include the State of Michigan Stay at Home executive order and coordination of response activities under the City of Lansing Emergency Management Plan. These actions have resulted in measures to mitigate the spread of the virus, such as restricting travel, gatherings, in-person meetings and work, and entry to places of public accommodation. These actions have provided essential protections to those in the City of Lansing during this unprecedented public health crisis, but they carry with them unavoidable financial costs.

The critical response activities undertaken by City of Lansing departments and agencies will have a significant impact on the City's budget. In addition, the necessary restrictions put in place to mitigate the spread of COVID-19 are expected to curtail economic activity in the City of Lansing and substantially impact revenue collections by the City of Lansing. In anticipation of these impacts, City government shall take action now to

"Equal Opportunity Employer"



limit its discretionary spending, to help ensure that the COVID-19 pandemic does as little harm as possible to both the public health and the fiscal health of the City.

Therefore, pursuant to the direction and mandate given to me by the People of the City of Lansing, as expressed in State Law, City Charter and City Ordinances, I, Mayor of the City of Lansing am issuing the following executive directive:

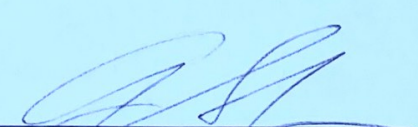
EXECUTIVE DIRECTIVE 2020-01

Acting under section 7-107.4, of Article 7, and Article 4 of the City of Lansing City Charter, I direct the following:

1. As a result of the severity of the fiscal challenges currently confronting the City of Lansing due to the COVID-19 pandemic, all City departments shall restrict all discretionary spending and continue to aggressively implement cost containment strategies, including the identification and implementation of administrative efficiencies and economies to generate budgetary savings.
2. This directive applies to, but is not limited to, all non-essential contracts, purchases, travel, training, and other forms of discretionary expenditure.
3. Expenditures for the following categories of activities are exempt:
 - a. COVID-19 response activities implemented under the City of Lansing Emergency Management Plan necessary to address the emergency.
 - b. Activities required by specific legal mandate, federal mandate, state mandate, or court order.
 - c. Activities critical to protecting the health, safety, or welfare of Lansing residents.
 - d. Activities necessary to produce budgetary savings, protect existing City revenue, or secure additional City revenue.
4. City department directors and agency directors must approve all expenses of their departments, report expenses of their departments regularly to the Finance Director, and categorize the necessity of the expenses.
5. The Finance Department shall review department and agency expenditures on a regular basis. The Finance Department shall make every effort to further reduce total City spending, including but not limited to implementing limits on the use of City wide contracts, direct vouchers, procurement cards, and employee reimbursements. If the Finance Director determines that a department or agency has failed to demonstrate significant and continuing progress in complying with this directive, the Finance Director shall rescind procurement authority delegated to the department or agency.
6. All City departments and agencies shall cooperate fully with the Finance Director in this effort.

This directive is effective immediately and will remain in effect until further notice.

Issued and ordered this 6 day of ^{April} ~~MONTH~~, 2020.


Andy Schor
Mayor

Andy Schor
Mayor



Andy Schor, Mayor

City Hall - 9th Floor
124 W. Michigan Avenue
Lansing, MI 48933-1694
PH: 517.483.4141 – FAX: 517.483.6066
Lansing.Mayor@lansingmi.gov

OFFICE OF THE MAYOR
CITY OF LANSING, MICHIGAN

TO: COUNCIL PRESIDENT, COUNCIL VICE PRESIDENT, MEMBERS OF LANSING CITY COUNCIL; ALL OFFICERS, EMPLOYEES, AGENCIES, BOARDS, AUTHORITIES, AND DEPARTMENTS OF THE CITY OF LANSING

RE: EXECUTIVE DIRECTIVE FOR RESTRICTIONS ON CITY HIRING, CREATION OF NEW POSITIONS, FILLING VACANT POSITIONS, TRANSFERS, AND PROMOTIONS – 2020-02

Coronavirus (COVID-19) is a respiratory disease that can result in serious illness or death. It is caused by a new strain of coronavirus that had not been previously identified in humans and can easily spread from person to person. There is no approved vaccine or anti-viral treatment for the disease.

On January 31, 2020, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency for COVID-19.

On March 10, 2020, Governor Gretchen Whitmer issued Executive Order 2020-04 declaring a State of Emergency for the State of Michigan.

On March 16, 2020, I issued Executive Order 2020-02 declaring a State of Emergency for the City of Lansing in response to the novel coronavirus (COVID -19) pandemic.

As Mayor of the City of Lansing, I am charged with exercising all the powers and duties granted to the Mayor by law or the City Charter, in addition to seeing that the laws, ordinances, and regulations of the City are enforced pursuant to Article 4 of the City of Lansing City Charter.

I have taken a number of significant and necessary actions to protect the health and safety of Lansing employees, residents, visitors and others in response to the novel coronavirus (COVID -19). These actions include the State of Michigan Stay at Home executive order and coordination of response activities under the City of Lansing Emergency Management Plan. These actions have resulted in measures to mitigate the spread of the virus, such as restricting travel, gatherings, in-person meetings and work, and entry to places of public accommodation. These actions have provided essential protections to those in the City of Lansing during this unprecedented public health crisis, but they carry with them unavoidable financial costs.



The critical response activities undertaken by the City of Lansing departments and agencies will have a significant impact on the City's budget. In addition, the necessary restrictions put in place to mitigate the spread of COVID-19 are expected to curtail economic activity in the City of Lansing and substantially impact revenue collections by the City of Lansing. In anticipation of these impacts, City government shall take action now to impose a moratorium on hiring, transfers, and promotions, to help ensure that the COVID-19 pandemic does as little harm as possible to both the public health and the fiscal health of this City.

Therefore, pursuant to the direction and mandate given to me by the People of the City of Lansing, as expressed in State Law, City Charter and City Ordinances, I, Mayor of the City of Lansing am issuing the following executive directive:

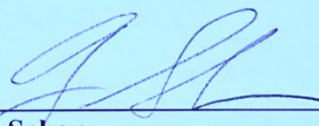
EXECUTIVE DIRECTIVE 2020-02

Acting under section 7-107.4 of Article 7, and Article 4 of the City of Lansing City Charter, I direct the following:

1. Due to the severity of the fiscal challenges currently confronting City government due to the COVID-19 pandemic, departments, divisions of departments, and agencies within the executive branch of City government are prohibited from:
 - (a) Hiring employees into positions within the executive branch of City government;
 - (b) Creating new positions;
 - (c) Filling new or existing vacant positions by external hire from outside of City government;
 - (d) Transfer or promotion between City departments, divisions of departments or agencies, or internal promotions within a department, division of a department or agency.
2. The Human Resources Director, as appropriate, may grant exceptions to the moratorium imposed by this directive on a limited basis, if one or more of the following apply:
 - (a) The creation of a position or the filling of a vacant position is part of COVID-19 response activities necessary to address the emergency.
 - (b) The creation of a position or the filling of a vacant position by any method is required by specific legal mandate, federal mandate, or court order.
 - (c) The creation of a position or the filling of a vacant position by any method is critical to protecting the health, safety, or welfare of Lansing residents, including previously designated positions within the Public Service Department, Police Department, and Fire Department.
 - (d) The creation of a position or the filling of a vacant position by any method is necessary to produce budgetary savings, protect existing City revenue, or secure additional City revenue.
3. To request an exception from the moratorium under section 2 of this directive, City departments, divisions of departments, and agencies shall submit their request and follow the instructions issued by the Human Resources Director. The Human Resources Director will evaluate the request and make a recommendation to the Mayor.

This directive is effective immediately and will remain in effect until further notice.

Issued and ordered this 6 day of ^{April} ~~MAY~~ MONTH, 2020.



Andy Schor
Mayor

BY THE COMMITTEE _____
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Mayor made the appointment of Versey Althea Williams of 4834 Anson Street, Lansing, MI 48911 as a 3RD Ward Member of the Human Relations & Community Services Board (HRCS) for a term to expire June 30, 2023; and

WHEREAS, the nominee has been vetted and meets the qualifications as required by the City Charter; and

WHEREAS, the Committee _____ took affirmative action;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Versey Althea Williams of 4834 Anson Street, Lansing, MI 48911 as a 3RD Ward Member of the Human Relations & Community Services Board (HRCS) for a term to expire June 30, 2023.

BY THE COMMITTEE _____
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Mayor made the appointment of Cheryl A. Tennis of 1924 Fairmont Street, Lansing, MI 48911 as an At-Large Member of the Human Relations & Community Services Board (HRCS) for a term to expire June 30, 2024; and

WHEREAS, the nominee has been vetted and meets the qualifications as required by the City Charter; and

WHEREAS, the Committee _____ took affirmative action;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Cheryl A. Tennis of 1924 Fairmont Street, Lansing, MI 48911 as an At-Large Member of the Human Relations & Community Services Board (HRCS) for a term to expire June 30, 2024.

BY THE _____
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the City Council of the City Lansing previously approved the sale of the former Red Cedar Golf Course containing approximately 32.29 acres of land, to Continental/Ferguson Lansing, LLC (the "Developer") pursuant to the Amended and Restated Real Estate Purchase Agreement (the "Agreement"), in Resolution 2018-204, passed on July 23, 2018, and subsequent substantive amendments to the Agreement were also approved by City Council in Resolution 2019-111, passed on April 22, 2019; and

WHEREAS, the sale of the Red Cedar Golf Course closed, pursuant to the terms of the approved Agreement as amended, on October 4, 2019; and

WHEREAS, in light of economic changes as well as subsequent discussions between the Developer, the City, and the Michigan Economic Development Corporation a certain Eleventh Amendment to the Agreement has been proposed that contains substantive changes to the duties and obligations of both parties, including: the elimination of an Integrated Parking Structure with significant savings to both public and private infrastructure costs, as well as a reduction in total number of student housing capacity on the project site; and

WHEREAS, the Eleventh Amendment to the Amended and Restated Real Estate Purchase And Development Agreement is attached to this Resolution; and

WHEREAS, the terms of the Agreement require the consideration and approval of the City Council of the City of Lansing, even though the sale of City land has already closed.

NOW, THEREFORE BE IT RESOLVED, that the Lansing City Council hereby approves the Eleventh Amendment to the Amended and Restated Real Estate Purchase and Development Agreement for the Red Cedar Property.

BE IT FINALLY RESOLVED, that the Mayor, on behalf of the City, is hereby authorized to sign and execute all documents necessary to effectuate the amendment, subject to prior approval as to content and form by the City Attorney.

**ELEVENTH AMENDMENT TO THE AMENDED AND RESTATED
REAL ESTATE PURCHASE AND DEVELOPMENT AGREEMENT**

This is the Eleventh Amendment (the “Amendment”) to the Amended and Restated Real Estate Purchase and Development Agreement dated _____, 2020, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Revised Seventh Amendment, Eighth Amendment, Ninth Amendment, and Tenth Amendment (the “Agreement”), by and between the City of Lansing, a Michigan municipal corporation (the “City”), and Continental/Ferguson Lansing, LLC, a Delaware limited liability company (“Developer”).

RECITALS

WHEREAS, the Developer and the City entered into the Amended and Restated Real Estate Purchase and Development Agreement which was amended by the First Amendment to the Amended and Restated Real Estate Purchase and Development Agreement, the Second Amendment to the Amended and Restated Real Estate Purchase and Development Agreement, the Third Amendment to the Amended and Restated Real Estate Purchase and Development Agreement, the Fourth Amendment to the Amended and Restated Real Estate Purchase and Development Agreement, the Fifth Amendment to the Amended and Restated Real Estate Purchase and Development Agreement, the Sixth Amendment to the Amended and Restated Real Estate Purchase and Development Agreement, the Revised Seventh Amendment to the Amended and Restated Real Estate Purchase and Development Agreement, the Eighth Amendment to the Amended and Restated Real Estate Purchase and Development Agreement, the Ninth Amendment to the Amended and Restated Real Estate Purchase and Development Agreement, and the Tenth Amendment to the Amended and Restated Real Estate Purchase and Development Agreement; and

WHEREAS, the Developer and City are hereby agreeing to amend the Agreement according to the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained and other good and valuable consideration, the parties agree as follows:

AMENDMENTS TO THE AGREEMENT

1. Section 5.1.1 (a), is deleted and replaced with the following:

- (a) A full-service hotel located on Michigan Avenue (“Full Service Hotel”) of not less than five (5) stories and not less than seventy-eight (78) feet above the grade of Michigan Avenue to contain: (i) not less than 152 guest rooms; (ii) meeting facilities; and (iii) at least one commercial space for a restaurant use that is connected to or otherwise residing within the same structure as the foregoing uses comprising the Full-Service Hotel;

2. Section 5.1.1 (e), is deleted and replaced with the following:
 - (e) Housing designed in a manner appealing to a student population (the “Student Housing”), which shall be sited in the eastern portion of the Purchase Property that fronts on Michigan Avenue as depicted in Exhibit C-1 and shall consist of at least 792 beds and consisting of at least four (4) stories above grade;
3. Section 5.1.1 (j), is deleted in its entirety.
4. Section 6.1, is deleted and replaced with the following:

6.1 SCHEDULE. Developer shall promptly begin and diligently prosecute to completion the construction of the Project on the Purchase Property according to this Agreement and the Approved Development Plans, the Approved Park Property Riverwalk Plans, and the Approved Project Schedule. Such construction shall commence no later than sixty (60) calendar days from the date of Closing, and thereafter proceed in accordance with and be completed by the date of completion of construction set forth in in the Project Schedule (the “Project Schedule”) and attached as Exhibit D. For purposes of this Section 6.1, commencement of construction shall include the commencement of construction of Project infrastructure, including roads and utilities, as well as environmental remediation. The Project Schedule may be amended by mutual agreement of the City and the Developer subsequent to the execution hereof.
5. At the end of the Agreement, the Exhibits are modified as follows:
 - a. Exhibit C-1 is replaced with Revised Exhibit C-1, dated March 26, 2020, as attached to this Amendment;
 - b. Exhibit C-2 is replaced with Revised Exhibit C-2, dated April 1, 2020, as attached to this Amendment;
 - c. Exhibit D is replaced with Revised Exhibit D, dated April 1, 2020, as attached to this Amendment.
6. An electronic copy of a signature to this Amendment or the Agreement will be deemed the same as an original.
7. This Agreement may be executed in counterparts, each of which shall be an original and all of which should constitute the same instrument.
8. All other terms and conditions of the Agreement, except as modified herein, remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Developer has executed this Eleventh Amendment to the Amended and Restated Real Estate Purchase and Development Agreement, as of the date signed.

CONTINENTAL/FERGUSON LANSING, LLC:

By: Continental Red Cedar, LLC

Its: Member

By: Franklin E. Kass

Its: Manager

STATE OF OHIO)
)ss
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020 by Franklin E. Kass, as Manager of Continental Red Cedar, LLC as Member of Ferguson/Continental Lansing, LLC, by him to be his free act and voluntary deed.

_____, Notary Public
_____ County, _____
My commission expires: _____

CONTINENTAL/FERGUSON LANSING, LLC:

By: Red Cedar Investor, LLC

Its: Member

By: Joel I. Ferguson

Its: Member

STATE OF MICHIGAN)
)ss
COUNTY OF INGHAM)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020 by Joel I. Ferguson, as Member of Red Cedar Investor, LLC as Member of Ferguson/Continental Lansing, LLC, by him to be his free act and voluntary deed.

_____, Notary Public
_____ County, _____
My commission expires: _____

IN WITNESS WHEREOF, the City has executed this Eleventh Amendment to the Amended and Restated Real Estate Purchase and Development Agreement, as of the date signed.

CITY OF LANSING:

By: *Andy Schor*

Its: Mayor

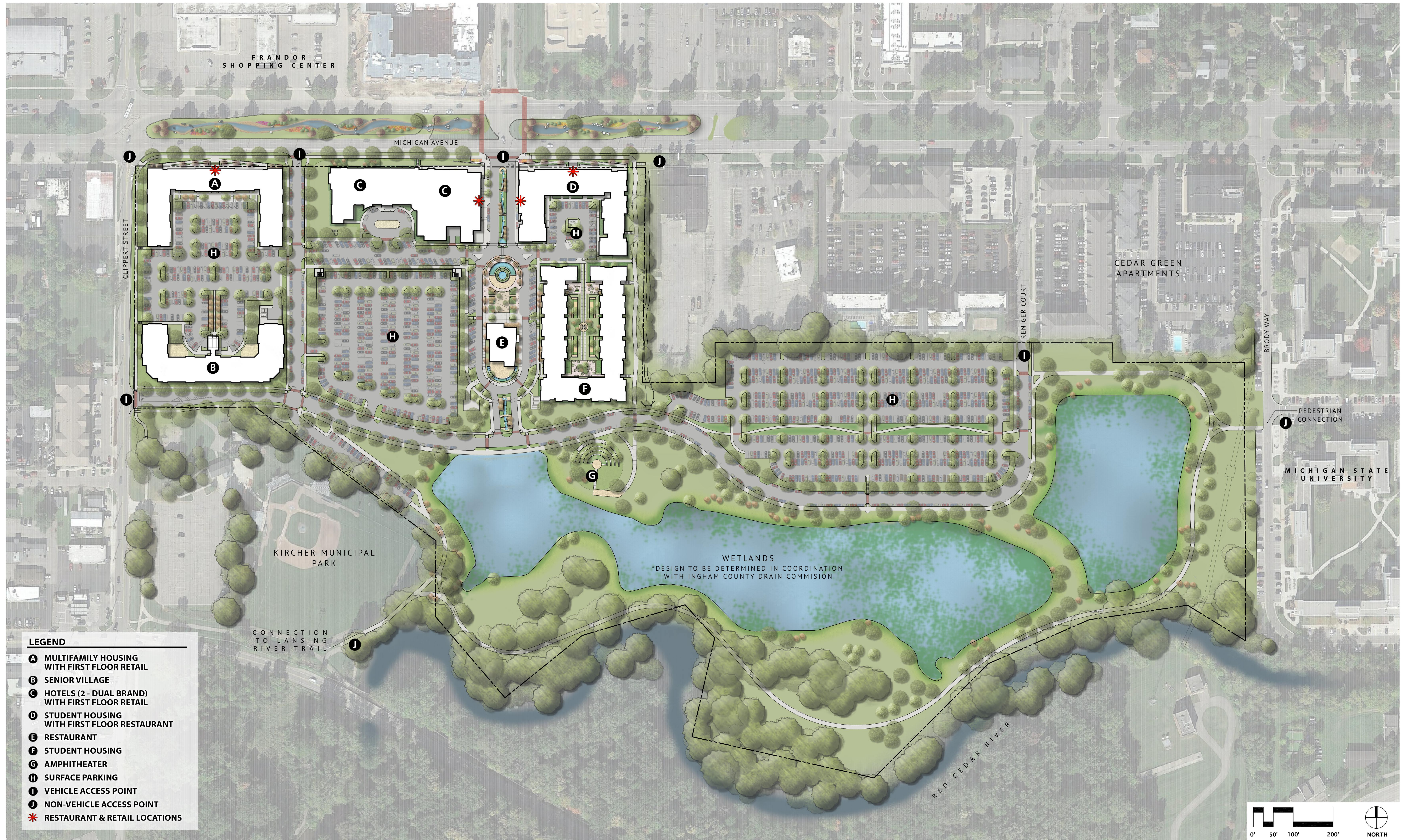
STATE OF MICHIGAN)
)ss
COUNTY OF INGHAM)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020 by Andy Schor, as Mayor of the City of Lansing, by him to be his free act and voluntary deed.

_____, Notary Public
_____, County, _____
My commission expires: _____

Approved as to form only:

City Attorney, James Smiertka



LEGEND

- A** MULTIFAMILY HOUSING
WITH FIRST FLOOR RETAIL
- B** SENIOR VILLAGE
- C** HOTELS (2 - DUAL BRAND)
WITH FIRST FLOOR RETAIL
- D** STUDENT HOUSING
WITH FIRST FLOOR RESTAURANT
- E** RESTAURANT
- F** STUDENT HOUSING
- G** AMPHITHEATER
- H** SURFACE PARKING
- I** VEHICLE ACCESS POINT
- J** NON-VEHICLE ACCESS POINT
- *** RESTAURANT & RETAIL LOCATIONS

**RED CEDAR DEVELOPMENT
CONCEPTUAL MASTER PLAN**

LANSING, MI
March 26, 2020

Exhibit C-2: Red Cedar Development – Lansing, Michigan

As of April 1, 2020 (per _____, 2020 Red Cedar Development “Conceptual Master Plan”)

Master Developer: Continental/Ferguson Lansing, LLC

Construction Type	Construction Description	Investor
Vertical Construction	Structure and Exterior Materials	Ownership/Building Developer
Full Service Hotel (78 feet above Michigan Ave., 5-stories, 152 Keys, First Floor Restaurant {6,000 SF} and Ballrooms with Supportive Space)	Structure – steel frame and concrete with engineered metal stud. Exterior – EFIS, masonry and decorative metal exterior finishes with aluminum and glass window systems.	Concord Hospitality Enterprise Company / Continental Real Estate Companies and Continental/Ferguson Lansing, LLC
Select Service Hotel (78 feet above Michigan Ave., 5-stories, 128 Keys)	Structure – steel frame and concrete with engineered metal stud. Exterior – EFIS, masonry and decorative metal exterior finishes with aluminum and glass window systems.	Concord Hospitality Enterprise Company / Continental Real Estate Companies and Continental/Ferguson Lansing, LLC
Restaurant Building (6,000 SF)	Structure – steel frame and concrete with light gauge metal stud. Exterior – EFIS, masonry and decorative metal exterior finishes with aluminum and glass storefront and windows.	Continental/Ferguson Lansing, LLC
Multifamily Housing with First Floor Retail (10,500 SF) (55 feet above Michigan Ave., 5-stories, 150 Market Rate Units)	Structure – steel and light gauge metal stud; wood stud with engineered wood floor/roof structure. Exterior – EFIS, masonry and decorative metal exterior finishes with aluminum clad and glass window systems	Continental/Ferguson Lansing, LLC
Student Housing with First Floor Retail (13,050 SF) (55 feet above Michigan Ave., 5-stories, 792 Beds/235 Units)	Structure – steel and wood stud with engineered wood floor/roof structure. Exterior – EFIS, masonry and decorative metal exterior finishes with aluminum clad and glass window systems.	Hallmark Communities/ Continental Real Estate Companies and Continental/Ferguson Lansing, LLC
Senior Village – Assisted Living / Memory Care Facility (27 to 50 feet above Michigan Ave., 2 to 4-stories, 120 Units)	Structure – steel frame and concrete with engineered metal stud. Exterior – combination of masonry and fiber cement siding.	Continental Senior Housing
On-site and Off-Site Improvements		
Privately Funded Improvements	Public and Private Infrastructure, environmental remediation, asbestos abatement, demolition and site preparation.	Continental/Ferguson Lansing, LLC-Tax-Exempt/Taxable Revenue Bonds and Private Lender Financing
Lansing Board Water & Light Improvements	Public infrastructure in public rights-of-way and easements.	Lansing Board Water & Light

Preliminary as of April 01, 2020

Activity / Task	2019												2020												2021												2022											
	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December
Finance / Brownfield TIF																																																
Partner Developers Design																																																
Infrastructure Design																																																
Bidding of Infrastructure																																																
Bond Sales for Infrastructure																																																
Award / Contract for Infrastructure																																																
Offsite Construction																																																
Onsite Infrastructure																																																
Senior Housing / Assisted Living																																																
Student Housing (300 units+/-) Building A																																																
Student Housing (300 units+/-) Building B																																																
Full Service Hotel																																																
Select Service Hotel																																																
Restaurants & In-Line Retail																																																
Multi-family Housing with First Floor Retail																																																

AMENDED AND RESTATED REAL ESTATE PURCHASE AND DEVELOPMENT
AGREEMENT

THIS AMENDED AND RESTATED REAL ESTATE PURCHASE AND DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of the ____ day of _____, 2018, by and between the CITY OF LANSING, a Michigan municipal corporation (the "City") and CONTINENTAL/FERGUSON LANSING, LLC, a Delaware limited liability company ("Developer"). The City and Developer are individually each a "Party" and collectively the "Parties."

RECITALS

A. The City, Developer, the Lansing Economic Development Corporation ("LEDC"), the Lansing Brownfield Redevelopment Authority ("LBRA"), Joel Ferguson ("Ferguson"), and Frank Kass ("Kass") entered into that certain Real Estate Purchase and Development Agreement dated November 6, 2014 (the "November 2014 Agreement").

B. The City is a municipal corporation organized and existing under and pursuant to the Michigan Home Rule Cities Act, 1909 PA 279, as amended (M.C.L. §§ 117.1 *et seq.*), and exercising all of the powers provided for therein and pursuant to Lansing City Charter, approved August 8, 1978, and as subsequently amended.

C. Developer is a Delaware limited liability company authorized to do business in Michigan.

D. By entering into this Agreement, the City and Developer desire to amend and restate the terms of the November 2014 Agreement and, in so doing, remove LEDC, LBRA, Ferguson, and Kass as parties to the Agreement.

E. The City owns the following parcels of real property:

1. The approximately 35.57- acre parcel described on Exhibit A-1 ¹attached hereto and made a part hereof (the "Purchase Property"), which consists of the following:
 - a. The approximately 30.77-acre parcel described on Exhibit A-1-A attached hereto and made a part hereof (the "Red Cedar Property");
 - b. The approximately 1.52-acre parcel described on Exhibit A-1-B attached hereto and made a part hereof (the "Supplemental Parcel");
 - c. The approximately 3.28-acre parcel described on Exhibit A-1-C attached hereto and made a part hereof (the "Corner Parcel"); and
2. The approximately 19.90 acre parcel described on Exhibit A-2 attached hereto and made a part hereof (the "Park Property").

F. The voters of the City, by ballot proposals on November 8, 2011, and November 6, 2012, authorized the City to sell the Red Cedar Property and the Supplemental Parcel.

Blackline shows Agreement through Amendment 10 - Redline shows proposed Amendment 11

G. Developer desires to purchase the Red Cedar Property, Supplemental Parcel, and Corner Parcel (collectively, the “Purchase Property”) from the City.

H. The City desires that Developer purchase and develop the Purchase Property as a mixed-use project, including an infrastructure of roads and utilities, and construct certain improvements on the Park Property, as provided herein (the “Project”).

I. On November 25, 2015, the City and Developer entered into a Real Estate Purchase Agreement (the “Sparrow Health Purchase Agreement”) to sell the Corner Parcel and Supplemental Parcel to Edward R. Sparrow Hospital Association (“Sparrow Health”). The Sparrow Health Purchase Agreement, as amended, has expired and is of no further force or effect.

J. The Red Cedar Property and the Park Property are located in a floodplain and floodway and may be the subject of environmental contamination (collectively, the “Preexisting Conditions”). Because these Preexisting Conditions may inhibit and directly affect development of the Red Cedar Property and the construction of certain improvements on the Park Property, certain infrastructure improvements and remediation at additional costs will be required to address the Preexisting Conditions, as set forth in this Agreement.

K. The Purchase Property is located within the Montgomery Drainage District, which is a drainage district within the meaning M.C.L. § 280.5. The City has requested the Ingham County Drain Commissioner undertake a proposed drain project on the Montgomery Drain of the Montgomery Drainage District, and it is the expectation of the parties that any and all action taken in relation to such proposed drain project will be consistent with the Drain Code of 1956, M.C.L. §§ 280.1, *et. seq.*

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Parties agree as follows:

ARTICLE 1

SALE AND PURCHASE TERMS

1.1 SALE. Subject to the City’s governing body approving this Agreement, the City agrees to sell to the Developer, and the Developer agrees to purchase from the City, the Purchase Property subject to the terms and conditions set forth herein.

1.2 PURCHASE PRICE. Developer shall pay to the City for the Purchase Property the stipulated purchase price of Two Million Two Hundred Twenty-One Thousand Six Hundred Seventy and 00/100 Dollars (\$2,221,670.00) (the “Purchase Price”), which amount shall be paid at the Closing in full by wire transfer or cashier’s check of immediately available funds.

1.3 DUE DILIGENCE

1.3.1 TITLE.7

(a) Developer acknowledges that it has had the opportunity to review a title commitment prepared by Fidelity National Title Insurance Company (the "Title Company") for the Red Cedar Property and Supplemental Parcel identified as Commitment No. 16-110260 (the "Commitment") and hereby accepts title to the Red Cedar Property and Supplemental Parcel subject to the matters of record, exceptions and restrictions identified therein. Subject to the removal of the right of reverter and the release of State of Michigan's subsurface rights to the Corner Parcel, Developer shall accept title to the Corner Parcel in the condition that exists as of this date. In the event the City is unable or unwilling to obtain the release of the State of Michigan subsurface rights on or before May 1, 2018, Developer agrees to accept the Corner Parcel at closing subject to said reservation.

(b) The Title Company, and the Title Policy will be issued with standard exceptions (except for any survey exception that Developer removes by providing a survey to the Title Company).

1.3.2 ACCESS. At all times prior to the Closing during the term of this Agreement, upon not less than two (2) business days prior notice to the City, Developer, its agents and representatives, shall be entitled to inspect, examine, review, consider and investigate the Purchase Property and Park Property and all matters relating thereto. If, as a result of Developer's exercise of its rights under this Section 1.3.2, any damage or physical change occurs to the Purchase Property, Park Property, or adjoining lands, then Developer shall promptly repair such damage or return such property to its original condition, at Developer's sole cost and expense, so as to return any property so damaged to substantially the same condition as existed prior to such damage or physical change and such obligation shall survive the termination or expiration of this Agreement. Developer shall furnish evidence of liability insurance of Developer and Developer's contractors in amounts reasonably acceptable to the City prior to entry on the Purchase Property or Park Property.

1.4 CONDITION OF PROPERTY. Except as expressly set forth in this Agreement and those required to be given under the deed, it is understood and agreed that City is not making and has not at any time made any warranties or representations of any kind or character, expressed or implied, with respect to the Purchase Property and such investigations of the Park Property, for work performed by Developer on the Park Property, including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose, title, zoning, tax consequences, soil conditions, subsurface conditions, latent or patent physical or environmental conditions, conditions for flooding, utilities, operating history, valuation, governmental approvals, the compliance of the property with governmental laws, the truth, accuracy or completeness of the property documents, or any other matter or thing regarding the Purchase Property or Park Property. Developer acknowledges and agrees that upon closing City shall sell and convey to Developer and Developer shall accept the Purchase Property "as is, where is, with all faults", except to the extent expressly provided otherwise in this Agreement. Developer has not relied and will not rely on, and City is not liable for or bound by, any expressed or implied warranties, guaranties, statements, representations or information pertaining to the property or

relating thereto made or furnished by City or any agent representing or purporting to represent City, to whomever made or given, directly or indirectly, orally or in writing, unless specifically set forth in this Agreement. Developer represents to City that Developer has conducted, or will conduct prior to closing, such investigations of the Purchase Property and Park Property, including but not limited to, the physical and environmental conditions thereof, as Developer deems necessary to satisfy itself as to the condition of the property and the existence or nonexistence or curative action to be taken with respect to any hazardous or toxic substances on or discharged from either property, and will rely solely upon same and not upon any information provided by or on behalf of City or its agents or employees with respect thereto, other than such representations, warranties and covenants of City as are expressly set forth in this Agreement in Article 4. Upon closing, Developer shall be deemed to have waived, relinquished and released City from and against any and all claims, demands, causes of action, in law or in equity (including but not limited to causes of action in tort and contract), losses, damages, liabilities, costs and expenses (including attorneys' fees and court costs) of any and every kind or character, known or unknown, which Developer might have asserted or alleged against City at any time by reason of physical conditions or violations of any applicable laws (including, without limitation, any environmental laws) relating to the Purchase Property or for work performed by Developer on the Park Property.

ARTICLE 2

CLOSING

2.1 TIME AND PLACE FOR CLOSING. The closing on the conveyance of the Purchase Property to Developer contemplated herein shall occur within thirty (30) days following the satisfaction (or waiver) of all conditions precedent set forth in Section 2.4.1 and 2.4.2 (Closing). If all conditions identified in Section 2.4.1 and 2.4.2 hereof are not met or waived by October 15, 2019, this Agreement shall be deemed terminated and without any further force or effect (except for those obligations that are specifically stated in this Agreement to survive its termination), without any action required by either party. The Closing shall occur at a mutually agreeable time and date at the office of the Title Company or such other location as mutually agreed upon by the City and the Developer.

2.2 CLOSING DELIVERABLES.

2.2.1 CITY CLOSING DELIVERABLES. The City shall deliver to the Title Company, on or before the date of Closing, the following documents (collectively, the "City Closing Deliverables"):

- (a) A quit claim deed (the "**Quit Claim Deed**");
- (b) A certificate made by the City stating that the representations and warranties set forth in Article 4 are true and correct as of the date of Closing;
- (c) Duplicate counterparts to a closing statement identifying the closing costs;
- (d) Duplicate counterparts to the Parks Agreement identified in Section 5.8; and

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(e) All documents reasonably required by the Title Company to issue the Title Policy.

2.2.2 DEVELOPER CLOSING DELIVERABLES. The Developer shall deliver to the Title Company, on or before the date of Closing, the following monies and documents (collectively, the “Developer Closing Deliverables”):

(a) The Purchase Price, plus all closing costs pursuant to the terms of this Agreement, including but not limited to the City’s legal fees;

(b) A certificate made by the Developer stating that the representations and warranties set forth in Article 3 are true and correct as of the date of Closing;

(c) Proof of Developer’s authority and authorization to enter into this Agreement and perform Developer’s obligations under this Agreement as may be reasonably required by the Title Company;

(d) Duplicate counterparts to a closing statement identifying the closing costs;

(e) Duplicate counterparts to the Parks Agreement; and

(f) All documents reasonably required by the title Company in order to issue the Title Policy.

2.3 CLOSING COSTS.

2.3.1 TAXES AND SPECIAL ASSESSMENTS. The Purchase Property will be exempt from taxation at the time of Closing. The Developer understands that the Purchase Property shall be placed on the appropriate tax rolls on the 31st day of December immediately following the sale of the Purchase Property. The Developer shall be responsible for the payment of all taxes, special assessments, and other fees which occur subsequent to the date of Closing, as well as any assessments allocated to the Purchase Property as a result of the Montgomery Drain District, regardless of the date of imposition of such assessments.

2.3.2 TITLE INSURANCE. The Developer shall pay the premium for the Title Policy, any Lender’s Policy of Title Insurance, and the cost of any endorsements to either.

2.3.3 RECORDING FEES. Developer shall pay all costs associated with recording the Quit Claim Deed.

2.3.4 ESCROW FEES AND OTHER CLOSING COSTS. Developer shall be responsible for 100% of any and all escrow fees or other closings costs charged by the Title Company.

Blackline shows Agreement through Amendment 10 - Redline shows proposed Amendment 11

2.3.5 SURVEYS. Developer shall pay the cost of any surveys or drawings which it obtains, or which may be reasonably requested by the City for the purpose of obtaining approvals related to the Project.

2.4 CONDITIONS PRECEDENT TO CLOSING.

2.4.1 Developer's obligation to Close is and shall be conditioned on the following conditions being satisfied or waived by the Developer by the applicable deadline (collectively, the "Developer Conditions Precedent"):

(a) Developer shall have obtained a joint permit from the MDEQ and the U.S. Army Corps of Engineers and necessary permits from the Ingham County Drain Commissioner for the Drainage Improvements (as defined in Section 2.4.2(n));

(b) the City shall have approved the Conceptual Drawings of the building(s) to be located on the Purchase Property;

(c) The City through its Planning and Neighborhood Development Department Site Plan Review Process shall have approved Site Plan for the Purchase Property; provided, however, that nothing herein contained constitutes a representation nor warranty that such Site Plan will be approved pursuant to the City Planning and Neighborhood Development Department Site Plan Review Process;

(d) The City shall have reviewed and approved the Park Property Riverwalk Plan and the City Lansing Park Board shall have reviewed and provided comments thereto;

(e) The City through its Planning and Neighborhood Development Department Site Plan Review Process shall have approved Site Plans for the Park Property Riverwalk; provided, however, that nothing herein contained constitutes a representation nor warranty that the Park Property Riverwalk Site Plans will be approved pursuant to the City Planning and Neighborhood Development Department Site Plan Review Process;

(f) In connection with the terms for funding the Project as set forth in Article 7, the City and LBRA shall have further approved the Brownfield Plan and Act 381 Work Plan, to be closed at a time mutually agreed upon between the City and Developer; provided, however, that nothing herein contained constitutes a representation or warranty that the Brownfield Plan or Act 381 Work Plan will be approved by the governing bodies of the City and/or LBRA;

(g) The Brownfield Plan and the Act 381 Work Plan shall have received all other necessary state and local approvals;

(h) The City shall have delivered to the Title Company the City Closing Deliverables.

(i) The City shall be in compliance with all of its obligations under this Agreement;

(j) The City of East Lansing shall have adopted a resolution or resolutions vacating the public right-of-way and properly filed the same pursuant to M.C.L. 560.257 with respect to those portions of Reniger Court and Church Street presently within the City of East Lansing limits and within the Purchase Property;

(k) The City shall have adopted a resolution vacating the public right-of-way and properly filed same pursuant to M.C.L. 560.257 with respect to the portion of Church Street within the area of the Purchase Property and within the limits of the City.

2.4.2 The City's obligation to Close on the Purchase Property is and shall be conditioned on the following conditions being satisfied or waived by the City by the applicable deadline (collectively, the "City Conditions Precedent"):

(a) The City shall have approved the Conceptual Drawings of the building(s) to be located on Purchase Property;

(b) The City through its Planning and Neighborhood Development Department Site Plan Review Process shall have approved Site Plans for the Purchase Property provided, however, that nothing herein contained constitutes a representation nor warranty that such site plans will be approved pursuant to the City Planning and Neighborhood Development Department Site Plan Review Process;

(c) The City shall have reviewed and approved the Park Property Riverwalk Plans and Specifications and the City Lansing Park Board shall have reviewed and provided comments thereto;

(d) The City through its Planning and Neighborhood Development Department Site Plan Review Process shall have approved site plans for the Park Property Riverwalk; provided, however, that nothing herein contained constitutes a representation nor warranty that the Park Property Riverwalk site plans will be approved pursuant to the City Planning and Neighborhood Development Department Site Plan Review Process;

(e) The City's approval of the Developer's Project Schedule, which shall contain at least all the project requirements set forth in Sections 5.1.1, 5.1.2, 5.1.3, and herein, and shall contain affirmative representation from the Developer that there is no known information, up to and at Closing, such that Completion of Constructions will not be completed within the timeframes set forth ("Project Schedule").

(f) Each of the representations and warranties made by Developer in Article 3 of this Agreement and elsewhere in this Agreement shall be true and correct as of the date of Closing;

(g) Developer shall have delivered to the Title Company the Developer Closing Deliverables;

(h) Developer shall be in compliance with all of its obligations under this Agreement and any other agreement required herein, and Developer, its principals, and any entities controlled by any of Developer's principals or whose obligations are guaranteed by

Blackline shows Agreement through Amendment 10 - Redline shows proposed Amendment 11

Developer's principals shall be in compliance with all of their obligations under any other agreement with the City.

(i) In connection with the terms for funding the Project as set forth in Article 7, the City and LBRA shall have satisfied themselves that the Project will generate sufficiently capture of taxes in an amount necessary to: (i) timely make all payments required under the terms of the LBRA Bonds (as defined below) and this Agreement; (ii) enable the Developer to make all payments required pursuant to the terms of the Additional Funding (as defined below); and (iii) to distribute the tax capture in accordance with the allocations and for the purposes more particularly set forth in Article 7;

(j) In connection with the terms for funding the Project as set forth in Article 7, Developer shall have obtained the funding to pay for the Additional Funding (as defined below) in accordance with the Brownfield Plan, and provided evidence of same satisfactory to the City in its reasonable discretion, which evidence may include the depositing of the proceeds of such Additional Funding into a controlled account; and

(k) In connection with the terms for funding the Project as set forth in Article 7, the City and LBRA shall have further approved the Brownfield Plan and Act 381 Work Plan, to be closed at a time mutually agreed upon between the City and Developer; provided, however, that nothing herein contained constitutes a representation or warranty that the Brownfield Plan or Act 381 Work Plan will be approved by the governing bodies of the City and/or LBRA;

(l) The City shall have approved all documentation related to the issuance of the LBRA Bonds (as defined in Section 7.3); provided, however, that nothing herein contained constitutes a representation nor warranty that the documents related to the issuance of the LBRA Bonds will be approved by the City;

(m) The Brownfield Plan and the Act 381 Work Plan shall have received all other necessary state and local approvals.

(n) The Ingham County Drain Commissioner shall have substantially completed the Montgomery Drain District drainage design documents for the proposed Montgomery Drain District improvements (the "Drainage Improvements");

(o) Developer and City shall have agreed upon a mutually agreeable Parks Agreement as provided in Section 5.8;

(p) By September 1, 2018, Developer shall have procured and provided to the City an economic impact study prepared by Public Sector Consultants, Inc. or other such entity designated by the City.

2.4.3 In the event that any of the conditions precedent contained in Sections 2.4.1 and 2.4.2 have not been met, extinguished, waived in writing, or extended in writing, by mutual agreement, this Agreement shall be terminated upon written notice of either party to the other and this Agreement will be null and void except for obligations that are provided to expressly survive the termination or expiration of this Agreement.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF DEVELOPER

As a material inducement for execution of this Agreement by the City, Developer represents and warrants to the City as follows, as of the date hereof and as of the date of Closing:

3.1 ORGANIZATION. The Developer is duly organized under the laws of the State of Delaware and is authorized to do business in the State of Michigan.

3.2 AUTHORITY. The Developer has (i) all power and authority to enter into this Agreement and perform its covenants and obligations as set forth hereunder and (ii) entered into no agreement that would limit or restrict its right to enter into this Agreement and fulfill its obligations hereunder.

3.3 NO LITIGATION. The Developer has not received any notice of, nor is it aware of, any pending demand, cause of action, suit, administrative, civil or criminal proceeding asserted by or against Developer that would materially and adversely impair its ability to perform its covenants and obligations under this Agreement other than Christopher Jerome, et al. v. Joel Ferguson, et al., Case 1:16-cv-01116 filed in the United States District Court Western District of Michigan.

3.4 OTHER AGREEMENTS. Developer is not a party to any agreement or instrument materially and adversely affecting its present or proposed business, properties or assets, operation or condition, financial or otherwise, or relating to Montgomery drain design, assessments, reconstruction, improvements or maintenance, not disclosed to the City in writing; and Developer is not in default in the performance, observance, or fulfillment of any of the material obligations, covenants, or conditions set forth in any agreement or instrument to which it is a party.

3.5 OTHER INFORMATION. All other written information, reports, papers, and data given to the City by Developer with respect to it are accurate and correct in all material respects and substantially complete insofar as completeness may be necessary to give the City a true and accurate knowledge of the subject matter, and all projections of future results are, in Developer's opinion, reasonable.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF THE CITY

Subject to the Lansing City Council approval of this Agreement, the City (i) has the authority to enter into this Agreement and perform its covenants and obligations as set forth hereunder and (ii) has entered into no agreement that would limit or restrict the City's right to enter into this Agreement and fulfill its obligations hereunder.

ARTICLE 5

DEVELOPMENT OBLIGATIONS

5.1 DEVELOPMENT OF PROJECT. Developer shall develop the Project according to the terms and conditions of this Agreement, including the following:

5.1.1 MINIMUM PROJECT REQUIREMENTS. The Project shall, at a minimum, feature the following uses and design elements as set forth in Exhibits C-1 and C-2:

(a) A full-service hotel located on Michigan Avenue ("Full Service Hotel") of not less than five (5) stories and not less than ~~eighty (80)~~seventy-eight (78) feet above the grade of Michigan Avenue to contain: (i) not less than 152 guest rooms; (ii) meeting facilities; and (iii) at least one commercial space for a restaurant use that is connected to or otherwise residing within the same structure as the foregoing uses comprising the Full-Service Hotel;

(b) Within the same structure that contains the Full Service Hotel, but within a separate, independent tower from the Full Service Hotel, a Select Service Hotel containing not less than 128 guest rooms ("Select Service Hotel");

(c) Commercial spaces for full-service restaurants, plus other general commercial and retail space (collectively, the "Restaurants and In-Line Retail"), not less than 35,550 square feet in the aggregate, which shall, at a minimum, be specifically located within buildings as specified by Section 5.1.3 and attached Exhibits C-1 and C-2; and

(d) Market-Rate housing with first floor retail (the "Multifamily Housing") targeting professionals, shall be sited on the Purchase Property pursuant to this agreement and shall consist of not less than four (4) stories and not less than fifty (50) feet above the grade of Michigan Avenue. The Multifamily Housing shall consist of not less than a total of one hundred fifty (150) units, and not less than thirty (30) percent of those units will contain 2 bedrooms. Further, Developer covenants not to market the Multifamily Housing to students;

(e) Housing designed in a manner appealing to a student population (the "Student Housing"), which shall be sited in the eastern ~~and southern~~and portions of the Purchase Property that fronts on Michigan Avenue as depicted in Exhibit C-1 and shall consist of at least ~~1,100~~792 beds and consisting of at least four (4) stories above grade.

(f) A pathway from the easternmost boundary to the westernmost boundary of the Red Cedar Property (the "Red Cedar Property Riverwalk") as depicted in Exhibit C-1 and connected to any municipal river trail, or sidewalk network, abutting the Red Cedar Property, which such Red Cedar Property Riverwalk shall be designed and constructed of a quality appropriate to withstand local weather and occasional flood conditions, be compliant with any necessary MDEQ permit specifications, be ADA compliant, and be of an appearance appropriate for its location as improved, subject to the review of the Lansing Park Board and approval by the City through its Planning and Neighborhood Development Department Site Plan Review Process;

(g) Provided Developer obtains consent from Michigan State University, a walkable pathway connecting the network of rights of way and walking paths in the

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Project to the Michigan State University student residence halls bounded by North Brody Road, West Brody Road, South Brody Road, and East Brody Road (the “Brody Residence Halls”); and

(h) An assisted living, skilled nursing, and memory care facility (the “Senior Village”) shall consist of not less than two (2) stories and not less than twenty-seven (27) feet above the grade. The Senior Village shall consist of not less than 120 units.

(i) Aesthetically appealing streetscape designs.

~~(j) Construction of an integrated parking structure (“Integrated Parking Structure”) may be partially publicly owned, but will be constructed and maintained exclusively by Developer.~~

5.1.2 PARK PROPERTY RIVERWALK. Subject to review of the Lansing Park Board and approval by the City, and any other local approvals required to be obtained, prior to a Closing on the Purchase Property, the Developer shall further design and construct, at its own expense, a connected riverwalk or boardwalk along the Red Cedar River from the easternmost boundary to the westernmost boundary of the Park Property (the “Park Property Riverwalk”) that is connected to the municipal river trail, or sidewalk network, abutting the Park Property, as depicted in Exhibit C-1, which such Park Property Riverwalk shall be designed and constructed in a manner that is consistent with the same standards as the Red Cedar Property Riverwalk.

5.1.3 OTHER REQUIREMENTS. Except as otherwise provided in Section 5.1.1, the Project shall further be consistent with the following uses and design elements:

(a) The main entrance to the Project (“Main Entrance”) shall be sited on Michigan Avenue;

(b) All buildings with frontage on, or which otherwise feature built space that abuts, Michigan Avenue (the “Michigan Avenue Buildings”) shall be primarily dedicated to commercial uses and shall be a minimum of two (2) stories pursuant to the Approved Development Plans;

(c) Those buildings behind the Michigan Avenue Buildings and on either side of the Main Entrance drive (“Main Entrance Buildings”) shall dedicate the first floor to retail or restaurant and the upper floors to be residential or offices as depicted in Exhibit C-1; and,

(d) There shall be no building or other structure or improvement on, over, or within the boundary lines of any easement for public utilities described or referred to in this Agreement, the ALTA/NSPS Land Title Survey for Red Cedar Renaissance, Michigan Avenue & Clippert Street, East Lansing, Michigan prepared by LSG Engineers & Surveyors dated 10/26/2016 and identified as File No. 1062.DWG (the “ALTA Survey”), or the Quit Claim Deed, unless such construction is provided for in such easement or has been approved by the easement holder.

(e) No relocation of the Board of Water and Light substation located on the Red Cedar Property will be required because the substation is out of service and decommissioned.

5.2 DEVELOPMENT PLANS. Prior to closing, Developer shall submit to the City, Conceptual Drawings for all improvements to be constructed on or to the Purchase Property, whether public or private improvements, including landscape plans and elevations as well as the streetscape identified in Section 5.1.1(i) (the “Development Plans”) and the Park Property (the “Park Property Riverwalk Plans”). Such Development Plans and the Park Property Riverwalk Plans shall incorporate those uses and design elements described in Sections 5.1.1, 5.1.2, and 5.1.3, as applicable, and shall be of sufficient completeness and detail to demonstrate that design and construction of the Project will be in accordance with this Agreement. The City’s review and approval of the Development Plans for compliance with the terms of this Agreement shall be a precursor to the formal site plan review process conducted by the City Planning and Neighborhood Development Department and such approval shall not constitute approval of the Site Plan. The Park Property Riverwalk Plans shall be subject to the approval of the MDEQ and the DNR for permit approval.

5.3 REVIEW AND APPROVAL BY WRITTEN NOTICE. In the event the City approves either of the Development Plans and the Park Property Riverwalk Plans and Specifications submitted pursuant to Section 5.2, the City shall so notify Developer in a writing attaching any portion or all of the materials submitted by Developer as Development Plans (the “Development Approval Notice”) or Park Property Riverwalk Plans and Specifications (the “Park Property Riverwalk Approval Notice”) that the City wishes to become Exhibit B-1 (“Approved Development Plans”) or Exhibit B-2 (the “Approved Park Property Riverwalk Plans and Specifications”), respectively, of this Agreement. The Approved Development Plans and the Approved Park Property Riverwalk Plans and Specifications are collectively referred to herein as the “Approved Plans and Specifications”.

5.4 EFFECT OF APPROVAL NOTICES. Developer shall construct the Project in conformance with the Approved Development Plans and the Approved Park Property Plans and Specifications. Upon and by operation of the Development Approval Notice, the enclosures to such Development Approval Notice shall be deemed the Approved Development Plans, for purposes of this Agreement, and be automatically incorporated as Exhibit B-1 of this Agreement. Upon and by operation of the Park Property Riverwalk Approval Notice, the enclosures to such Park Property Riverwalk Approval Notice shall be deemed the Approved Park Property Riverwalk Plans and Specifications, for purposes of this Agreement, and be incorporated as Exhibit B-2 of this Agreement. It is the express intent and agreement of the parties that any such incorporation of the Approved Development Plans by operation of the Development Approval Notice or the Approved Park Property Riverwalk Plans and Specifications by operation of the Park Property Riverwalk Approval Notice shall not constitute an Amendment (as defined below) for purposes of Section 11.8 of this Agreement.

5.5 PERMITS; BUILDING CODE. Prior to commencing construction, Developer shall obtain all required permits, including any necessary reviews and approvals. The Approved Development Plans, and any construction pursuant thereto, shall be in full compliance with this Agreement and the Michigan Building Code – Stille Derossett-Hale-Single State Construction Act, Act 230 of 1972, known as the “Michigan Building Code.”

5.6 UTILITY AND INFRASTRUCTURE IMPROVEMENTS. Except for the improvements undertaken by the Drain Commissioner, the Developer shall be responsible for construction, relocation and installation of any and all utilities for the Project, including connections or improvements to existing utility systems, and associated site preparation. The utilities include but are not limited to water, sanitary sewer, storm sewer and drain mains, electric, telephone or other public utility lines, owned by any public utility company. The Developer shall be responsible for construction, relocation and installation of any other infrastructure improvements including the roads, and anything owned, maintained, and operated by a public entity so long as it is within a public right of way or easement. The Developer shall be responsible for any easements and permits required for any such installations without any cost to the City. The public infrastructure and any TE Bond obligations shall be completed in accordance with the City's letter of intent process, and Developer shall be responsible for the cost of an oversight consultant, selected by and hired to act on behalf of the City, the cost of which can be included in the TE Bonds.

5.7 RELOCATION OF EXISTING BUSINESSES. Until the first complete lease-up of the Restaurants and In-Line Retail, or January 1, 2024, whichever is earlier, no existing retail or restaurant business operating within the boundaries of the City of Lansing or East Lansing (the "Protected Area") will be relocated to the Purchase Property ("Relocating Tenant") without the prior written consent of the City.

5.8 MAINTENANCE OF PARK PROPERTY RIVERWALK. Maintenance of the Park Property and Park Property Riverwalk, including lawn mowing, maintenance of signage, repairs of any broken materials and removal of trash, debris, and snow, as necessary, shall be the responsibility of the Developer, as outlined in an agreement to be entered into between Developer and the City (the "Parks Agreement").

5.9 PREVAILING WAGE. All work performed on the Purchase Property, Park Property, and Park Property Riverwalk that is funded by the Brownfield Plan and 381 Work Plan shall be compensated at prevailing wages (the "Prevailing Wage Work"). In no event shall the City be responsible for the costs of the City or a third-party organization to monitor the Prevailing Wage Work compliance on the Project. Developer shall require its general contractor/construction manager to comply with the monitoring procedures of such third-party monitor. Evidence of compliance with the Prevailing Wage Work shall be submitted along with disbursement requests, and disbursements from the Project fund will be conditioned upon compliance. This requirement shall remain in effect through completion of the Prevailing Wage Work.

Developer, through subcontractors hired by its general contractor/construction manager, intends to use as much available and qualified Local Labor as possible in accordance with the Local Labor Agreement to complete the Project. "Local Labor" as used in this section shall have the same meaning as it is defined in the Local Labor Agreement, entered into by the Parties on June 4, 2018, and appended to this Agreement as Exhibit E (the "Local Labor Agreement"). Notwithstanding anything in the Local Labor Agreement to the contrary, nothing in the Local Labor Agreement shall be interpreted to require Developer to withhold, pay or be responsible for City Income Tax for or on behalf of the general contractor/construction manager or subcontractors working on the Project. Developer's general contractor/construction manager shall require any subcontractor hired to contractually agree to comply with any City Income Tax reporting requirements. In the

event of a conflict between this Section 5.9 and the Local Labor Agreement, this Section 5.9 shall control.

ARTICLE 6

CONSTRUCTION

6.1 SCHEDULE. Developer shall promptly begin and diligently prosecute to completion the construction of the Project on the Purchase Property according to this Agreement and the Approved Development Plans, the Approved Park Property Riverwalk Plans, and the Approved Project Schedule. Such construction shall commence no later than sixty (60) calendar days from the date of Closing, and thereafter proceed in accordance with and be completed by the date of completion of construction set forth in in the Project Schedule (the "Project Schedule") and attached as Exhibit D. For purposes of this Section 6.1, commencement of construction shall include the commencement of construction of Project infrastructure, including roads and utilities, ~~and the Integrated Parking Structures,~~ as well as environmental remediation. The Project Schedule may be amended by mutual agreement of the City and the Developer subsequent to the execution hereof.

6.2 COMPLETION. Subject to the provisions of this Agreement, Developer hereby covenants that after commencing construction in accordance with Section 6.1, it shall diligently prosecute the Project to completion, in accordance with this Agreement and the Project Schedule. For purposes of this Agreement, "Completion of Construction" means the date on which the Developer substantially completes construction of the Project in accordance with the Approved Plans and Specifications and is issued all certificates of occupancy.

6.3 PROGRESS REPORTS. Subsequent to conveyance of the Purchase Property to the Developer and until Completion of Construction, the Developer shall make quarterly written reports to the City as to the actual progress of the Developer with respect to such construction, with such reports to be provided within thirty (30) days of the applicable quarter. Upon the request of the City, Developer shall provide additional updates but in no event shall such update be due less than fifteen (15) days and no less than thirty (30) days following a request for same by the City.

6.4 CONSTRUCTION STANDARDS. All construction shall be carried out in a good and workman like manner, using first class materials, and in accordance with this Agreement and all applicable Federal, State and local laws, ordinances, rules and regulations of governmental authorities having jurisdiction over the construction, the Developer, or the Project, and the construction shall be performed in accordance with the Approved Plans and Specifications and in accordance with this Agreement and applicable federal, state and local laws, ordinances, rules and regulations. Developer agrees to require Developer's subcontractors and other third parties to comply with the Developer's obligation under this Section 6.4. Developer and its assigns, contractors, agents, representatives and heirs (collectively, the "Development Parties") do hereby agree that once the value of permits and fees are determined and paid for on the Developer's behalf, amounts expended for such permits and fees shall not be contested or refunded to any Development Party to include, but not be limited to, plan review, building permits, trade permits, site plans, etc.

6.5 CHANGES. If the Developer desires to make any material change in the Approved Development Plans or the Approved Park Property Riverwalk Plans and Specifications after their approval by the City, the Developer shall notify the LBRA and the City of the proposed change and request their review and approval, for the purpose of determining that the proposed change accords with this Agreement and all applicable federal, state, and local laws, ordinances, rules and regulations. The City shall respond in writing within fifteen (15) business days in accordance with the City's right to approve, as set forth in this Agreement.

ARTICLE 7

FINANCIAL INCENTIVES

7.1 COOPERATION. The City shall reasonably cooperate with the Developer and the Developer shall reasonably cooperate with the City to apply for certain financial incentives to assist with the total cost relating to the conditions of the Purchase Property requiring environmental remediation and certain infrastructure improvements (the "Financial Incentives"). Upon request from Developer from time to time, the City will promptly execute a certificate in a form reasonably acceptable to the City stating: (a) whether the City knows of any default under this Agreement or any facts which, with the passage of time, could become a default and if there are known defaults or facts, specifying the nature thereof; (b) whether to its knowledge this Agreement has been modified or amended in any way (and if it has, then stating the nature thereof); and (c) that this Agreement is in full force and effect.

7.2 BROWNFIELD PLAN. Developer shall submit to the City and LBRA a Brownfield Plan and an Act 381 Work Plan (collectively, the "Plans") for the capture of property taxes and the disbursement of same pursuant to the terms of the Brownfield Redevelopment Financing Act, 1996 PA 381 (the "Brownfield Act"). If the Act 381 Work Plan is denied approval by the Michigan Strategic Fund Board, this Agreement shall terminate and be of no further force or effect except for those obligations that survive its termination.

7.2.1 CONTENT. The Plans shall, at a minimum, provide for:

(a) A detailed cost budget for the Project, including a detailed itemized summary of costs for the "Approved Eligible Activities" within the meaning of M.C.L. §125.2652;

(b) A capture of taxes in an amount necessary to: (i) timely make all payments required under the terms of the LBRA Bonds (as defined below); (ii) reimburse the Developer for payments required pursuant to the terms of the Additional Funding (as defined below) to the extent possible; and (iii) to distribute the tax capture in accordance with the allocations and for the purposes more particularly set forth in Section 7.3.5; and

(c) A proposed distribution of the estimated captured property taxes, with such proposed distribution identifying with particularity a mechanism contemplating disbursements to cover payments for annual debt service on the LBRA Bonds (as defined below) in accordance with the allocations and for the purposes more particularly set forth in Section 7.3.5.

7.2.2 REVIEW AND APPROVAL. The Plans shall be subject to the review and approval by the City and LBRA in their discretion, including a satisfactory review and assurance

that the fair market value of the Purchase Property, after completion of the Project, will generate captured taxes sufficient to repay the LBRA Bonds and Additional Funding to the extent possible, plus sufficient additional funds for distribution of the captured taxes in accordance with the allocations and for the purposes more particularly set forth in Sections 7.3.4 and 7.3.5.

7.3 BONDS.

7.3.1 Subject to verification by the City and LBRA of sufficient tax base, and any approvals required by the governing bodies of the City and/or LBRA or State of Michigan, the Developer will reasonably pursue the issuance of bonds by the LBRA in amounts not to exceed the following:

(a) Tax Exempt Tax Increment Revenue Bonds in an amount not to exceed the Project costs that qualify for tax exempt bonding, as determined by the LBRA in its sole and exclusive discretion in consultation with its bond counsel (the “TE Bonds”) to be deposited into the project fund (the “TE Bonds Proceeds”), which such TE Bonds are to be paid solely from tax increment revenues captured by the LBRA pursuant to the Brownfield Plan and Act 381 Work Plan and for which neither Developer nor the City shall have any obligation with respect thereof; and

(b) Federally Taxable Tax Increment Revenue Bonds in an amount determined by the bond purchaser and approved by LBRA, to be paid solely from tax increment revenues captured by the LBRA pursuant to the Brownfield Plan and Act 381 Work Plan, for the balance of those funds required to complete the infrastructure components of the Project (the “Revenue Bonds”) (together with the TE Bonds, the “LBRA Bonds”) for which neither Developer nor the City shall have any obligation with respect to repayment thereof.

TE Bond Proceeds shall only be used to fund construction of infrastructure improvements as provided in the Brownfield Act. These LBRA Bonds may include the costs of the City and LBRA in connection with issuance of such bonds including but not limited to the City’s bond counsel fees and expenses and the capitalized interest during construction.

7.3.2 USE OF BONDS. The proceeds of LBRA Bonds will be used only for “Approved Eligible Activities” within the meaning of M.C.L. §125.2652 even if such activities occur prior to the availability of proceeds from the LBRA Bonds, subject to review and approval of the LBRA, as provided in the Reimbursement Agreement (defined below). For the purposes of this Agreement, such “Approved Eligible Activities” shall specifically include environmental remediation, infrastructure (collectively, the “Work”) and capitalized interest as shall be contained in the Plans and constitute “eligible activities” within the meaning of M.C.L. §125.2652, subject to the express understanding that the City and the LBRA may select which portion of the Work to fund with the LBRA Bonds (as defined below), provided that such ability to select does not, by itself, permit the City or LBRA to reduce the total funding provided by LBRA Bond proceeds. Draw procedures shall be established by the Reimbursement Agreement (defined below) with the LBRA.

7.3.3 ADDITIONAL FUNDING. Developer will be responsible for obtaining that additional funding (“Additional Funding”) required for paying the cost of Approved Eligible

Activities to the extent that such costs exceed the amount of the LBRA Bonds. The Additional Funding shall be in an amount such that the amount of the LBRA Bonds plus the Additional Funding will pay for the Approved Eligible Activities. Joel Ferguson, Frank Kass, Jack Lucks, and development entities related to Developer will provide guarantees if required by those lenders that provide such Additional Funding. Further, nothing herein contained is intended to prohibit the lender of such Additional Funding from maintaining a dual control over the Additional Funding.

7.3.4 ALLOCATION OF TAX CAPTURE. All property taxes captured (including receipts from the Ingham County Treasurer from the purchase of delinquent property taxes) pursuant to the Brownfield Plan shall be allocated between the LBRA Bonds, the Additional Funding, and such additional uses as may otherwise qualify for allocation pursuant to the as-approved Brownfield Plan and Section 7.3.5. The form of reimbursement agreement to be entered into as required under Public Act 381 is attached hereto as Exhibit F (the "Reimbursement Agreement") and reflects the order of priority identified in Section 7.3.5.

7.3.5 ORDER AND PRIORITY. The property taxes actually captured for such year will be distributed as specified below on an annual basis in the following order and priority, to the extent of available funds:

(a) The MEDC Brownfield Redevelopment Fund shall have first priority of reimbursement in the amount equal to three (3) mills of available captured tax revenue; then,

(b) The LBRA shall be reimbursed in the amount of two-and-one-half percent (2.5%) of the amount captured to cover administrative costs; then,

(c) The Local Site Remediation Revolving Fund (LSRRF) shall receive a deposit in the amount of two-and-one-half percent (2.5%) of available captured tax revenue; then

(d) LBRA Bonds, and/or the City in the event it has advanced or paid any costs for the LBRA Bonds, shall be paid an amount equal to the annual debt service; then,

(e) This section is intentionally left blank;

(f) This section is intentionally left blank;

(g) This section is intentionally left blank.

(h) Additional Funding may be paid by additional funds captured, after the full repayment of the amount owed to the MEDC Brownfield Redevelopment Fund identified in 7.3.5 (a), the LBRA administration costs identified in 7.3.5 (b), the amount owed to the Local Site Remediation Revolving Fund (LSRRF) identified in 7.3.5 (c), and the LBRA Bonds to reimburse the Developer for the costs of eligible activities identified and approved by the City and MSF in the Brownfield Plan and the Act 381 Plan not paid for by the issuance of the LBRA Bonds; then

(i) This section is intentionally left blank.

Notwithstanding the foregoing primary priority of funding, if the application of the any earlier priority, leaves insufficient funds to cover the next twelve months of LBRA Bond payments, then in such event the allocation percentages shall be adjusted pro-rata so that LBRA shall receive sufficient funds to make the next twelve months of principal and interest payments on the LBRA Bonds.

7.3.6 CONSTRUCTION CONTRACTS. Developer shall collaterally assign to the City and the LBRA (or other such entity that the City or LBRA may designate), as security, the Developer's interest in all construction contracts to which the Developer is a party and for which it is contemplated that any services performed or materials supplied will be funded in full or in part by proceeds of the LBRA Bonds which assignment shall provide the City and LBRA (or other such entity that the City or LBRA may designate) the same rights or enforcement under such contracts as those provided to the Developer. Such collateral assignment shall be subordinate to the rights of any lender of Developer.

7.3.7 During the period in which the LBRA Bonds are outstanding, Developer shall not enter into any transaction, lease, or any other agreement that would render the Purchase Property or any portion thereof tax-exempt.

7.4 OTHER INCENTIVES. The City will support Developer's application, for the state fiscal year, October 1, 2019 through September 30, 2020, a Michigan Community Revitalization Program ("MCRP") grant ("MCRP Grant") and loan ("MCRP Loan") from the Michigan Strategic Fund, with support for such MCRP Grant and MCRP Loan prioritized but not exclusive to any other projects in Lansing and support the Project as the number one priority project for the City of Lansing in connection with the MCRP grant and loan programs. Any other financial incentives as Developer may request and the City may support shall be in their sole discretion.

7.5 MEDC. Nothing in this Agreement shall be construed to require or guarantee approval by the board of the Michigan Strategic Fund on behalf of the Michigan Economic Development Corporation ("MEDC") for participation by the State of Michigan in any the local tax increment financing-based tax capture of education funds.

ARTICLE 8

DEFAULT & REMEDIES

8.1 GENERAL. If any Party hereto shall fail to perform any of its obligations under this Agreement (the "Defaulting Party"), then the other Party not in default (the "Non-Defaulting Party") shall provide notice of such failure to the Defaulting Party and afford the Defaulting Party a grace period to cure said failure as follows:

8.1.1 GRACE PERIOD SPECIFIED. Where a grace period is specifically provided for in any section of this Agreement, that specific grace period shall apply.

8.1.2 GRACE PERIOD UNSPECIFIED. Where a grace period is not specifically provided for in any other section of this Agreement, the Defaulting Party shall afford the Non-

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Defaulting Party a grace period of: (i) ten (10) business days to cure monetary failure; and (ii) thirty (30) days to cure any non-monetary default.

8.1.3 DEFAULT. If any failure to perform shall not have been cured by the expiration of the applicable grace period, then a "Default" shall be deemed to have occurred and the Non-Defaulting Party shall have the rights and remedies set forth in the remainder of this Article 8, and any other applicable portions of this Agreement.

8.2 DEVELOPER TERMINATION PRIOR TO CLOSING. Except as otherwise provided in this Agreement, in the event the Developer is fully compliant with all of its duties and obligations under the Agreement and the City does not Close pursuant to the terms of this Agreement, and the City does not cure pursuant to the terms of Section 8.1, then this agreement shall, at the option of the Developer, be terminated or the Developer may compel specific performance of the City's obligation under this Agreement. All deadlines for performance by Developer shall be extended by one (1) day for every day the City shall be in default of its obligations hereunder.

8.2.1 To be effective, termination shall be by written notice from the Developer to the City.

8.2.2 In the event Developer elects to terminate the agreement prior to closing or seek specific performance, the Developer shall remain financially responsible for all work performed by or on behalf of the Developer with respect to the Project or Purchase Property.

8.3 CITY TERMINATION PRIOR TO CLOSING. Except as otherwise provided in this Agreement, the City may terminate this Agreement prior to Closing, after expiration of the applicable cure period(s) provided in Section 8.1, upon the happening of any of the following: (i) the Developer assigns the Agreement, or any rights herein or in the Purchase Property except as expressly permitted herein; (ii) any transfer or attempt to transfer all or part of the Purchase Property except as expressly permitted under the terms of this Agreement; (iii) any change in more than forty percent (40%) of the membership interests of the Developer, individually or in combination with any other transfer following the date hereof, and which has not been approved by the City; or (iv) the Developer is in default of a duty, obligation or undertaking required to be performed by Developer in this Agreement.

8.3.1 To be effective, termination shall be by written notice from the City to the Developer.

8.3.2 In the event the City terminates this Agreement, the Developer shall be financially responsible for all work performed by or on behalf of the Developer with respect to the Project or the Purchase Property prior to termination.

8.4 POST-CLOSING REMEDIES. If either Party hereto is in default of its obligations under this Agreement after expiration of the applicable cure period(s) provided in Section 8.1, then the Non-Defaulting Party may seek all rights and remedies available at law, in equity, or in this Agreement to enforce all Parties' rights and obligations under this Agreement. To the extent permitted by law, the parties agree that the jurisdiction and venue for any action brought to enforce rights or obligations under this Agreement shall be solely in the State Courts in Ingham County,

Michigan, and that the applicable laws, should any choice of law arise, shall be those of the State of Michigan.

8.5 **BANKRUPTCY BY DEVELOPER.** If at any time prior to Completion of Construction, Developer becomes insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors, shall file a petition in bankruptcy, shall voluntarily be adjudicated insolvent or bankrupt or shall admit in writing the inability to pay debts as they mature, shall petition or apply to any tribunal for or shall consent to or shall not contest the appointment of a receiver, trustee, custodian or similar officer for Developer or for a substantial part of the assets of Developer, or shall commence any case, proceeding or other action under any bankruptcy, reorganization, arrangement, readjustment or debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, such an event shall be deemed an Event of Default as to the Developer only. Such event shall not be subject to the grace period provisions of Section 8.1.

8.6 **DISSOLUTION OF DEVELOPER.** Any dissolution, termination, or partial or complete liquidation of Developer prior to Completion of Construction shall be deemed an Event of Default as to the Developer only. Such event shall not be subject to the grace period provisions of Section 8.1.

8.7 **FAILURE TO COMPLY WITH CONSTRUCTION SCHEDULE.** The Developer agrees to complete such portions of the Project in a manner, consistent with the Project Schedule, that such portions will be placed upon the property tax rolls by the City's Assessor and generate payment of property taxes for payment of the LBRA Bonds in accordance with the Approved Brownfield Plan. The Developer shall also provide to the City prior to commencement of each portion of the Project (i) evidence that its principals, Frank Kass, Jack Lucks, and Joel Ferguson (and such other principals as are involved in the particular phases of the Project), have provided one or more personal guaranties to third party lenders guaranteeing the completion of the applicable portion of the Project, including, without limitation, the infrastructure work and the improvements of each stage of the Project (collectively, the "Completion Guaranties"), (ii) documents adding the City and LBRA (or such other entity as designated by the City or LBRA) as joint beneficiaries to such Completion Guaranties, or separate personal guaranties of completion to the City and LBRA from the same individuals substantially similar to the Completion Guaranties, and (iii) such principals' personal financial statements directly to the Lansing City Attorney, to assure the City that there is substantial wherewithal behind the Developer's obligations to complete the Project, provided that the Lansing City Attorney agrees to provide Confidential Treatment (defined below) to such information. If desired, Developer may, in its discretion and in substitution for any guaranty described in (ii) above, provide a performance bond underwritten by a rated, nationally recognized entity reasonably satisfactory to the City and LBRA, in the appropriate amount for such phase of the Project, to the benefit of the City and LBRA, provided that the City has reviewed and approved such performance bond prior to commencement of such Phase of the Project. As used in this Agreement, the term "Confidential Treatment" means the Lansing City Attorney recognizes the proprietary and confidential nature of such information and shall (a) not disclose, reproduce, or otherwise distribute such information to the public or any person other than those necessary for the purposes provided herein, and (b) destroy or delete such information immediately after completion of review.

ARTICLE 9

INDEMNIFICATION

Developer agrees to indemnify and hold harmless the City, LEDC, LBRA, and Lansing Economic Area Partnership and their agents and employees (collectively, the “Indemnified Parties”, each an “Indemnified Party”) from any liabilities, obligations, losses, damages, penalties, claims, charges or expenses, including attorney's fees, that arise from any negligence or misrepresentation on the part of Developer or its agents, and on account of the Indemnified Party’s reliance thereon, and any personal injury, death or property damage that are caused by the intentional acts or omissions or negligence of Developer or its duly authorized agents. In the event any action or proceeding shall be brought against an Indemnified Party by reason of any claim covered hereunder, the Indemnified Party shall have the right to resist and defend the same with counsel of its choosing, and Developer shall pay the costs of such defense. The provisions of this Section shall survive the Closing or termination of this Agreement and remain in full force and effect until the LBRA Bond obligations are retired or otherwise paid in full.

ARTICLE 10

RESTRICTIONS ON ASSIGNMENT AND TRANSFER

The Developer may pledge, mortgage or grant a security interest in the Purchase Property for purpose of gaining financing necessary to enable the Developer or approved successor in interest to the Purchase Property to perform its obligations with respect to making improvements under this Agreement. The Developer may also transfer a portion of the Purchase Property to an entity controlled by related parties to the Developer or a member of the Developer, and the Developer may transfer a portion of the Purchase Property for the operation of a Hotel, Assisted Living Facility, Non-Student Housing, Student Housing, or other uses authorized by this Agreement so long as the recipient of such a transfer agrees, in its written purchase agreement with Developer, to construct and own buildings on the Purchase Property consistent with the terms of this Agreement. The Plans and Specifications for all buildings and construction on the Purchase Property shall remain subject to the terms of this Agreement. In the event of any action or transfer under this paragraph, the Developer will promptly notify the City in writing, and will continue to be responsible for keeping the transferred portion of the Purchase Property in compliance with the terms of this Agreement.

ARTICLE 11

IDENTITY OF MEMBERS

11.1 MEMBERSHIP INFORMATION. Within ten (10) days of the Effective Date, Developer will deliver to the City an organizational chart illustrating the corporate relationships among Developer and its members (each a “Member”) and identifying each Member’s percentage of ownership in Developer (the “Member Information Report”). After delivery of such Member Information Report until Completion of Construction, Developer shall, at least fifteen (15) days in advance of executing any instrument effecting any proposed change in the identity of the Members, provide the City with notice of any and all proposed changes whatsoever in the identity of the Members. Any transfer, individually or in combination with any other transfer following the date of the first Member Information Report, of more than Forty percent (40%) of the membership interests of the Developer shall be ineffective without the City’s advance written consent. Within fifteen (15) days after the consummation of effective change in the identity of the Members, Developer shall provide the City with an updated Member Information Report.

11.2 TERM OF OBLIGATION. The obligations and prohibitions of this Section shall cease and terminate upon Completion of Construction.

ARTICLE 12

MISCELLANEOUS

12.1 AGREEMENT CONDITION PRECEDENT. No Party to this Agreement shall be obligated to undertake any duties under this Agreement unless and until: (i) the Mayor executes and delivers this Agreement pursuant to the City Council approval of this Agreement, and (ii) the Developer duly authorizes and executes, and delivers this Agreement.

12.2 EFFECT OF AGREEMENT. The City shall be obligated to perform only those undertakings expressly set forth in this Agreement. Execution of this Agreement in no way constitutes City approval of the Project or obligates the City to support or approve the Project except as expressly set forth herein.

12.3 CITY AUTHORITY. Unless expressly stated otherwise in this Agreement, where consent, authority or agreement of the City is required or requested under this Agreement or any other agreements referenced herein, such consent, authority or agreement may be negotiated and provided by the Mayor or the Mayor’s designee following approval of this Agreement by the Lansing City Council.

12.4 RELEASE. This Agreement amends and restates the November 2014 Agreement and the LEDC, LBRA, Ferguson, and Kass are no longer parties to this Agreement and are hereby released of their obligations pursuant to the November 2014 Agreement.

12.5 LEGAL FEES. Except for the City’s legal fees associated with issuance of the LBRA Bond (which shall be capitalized in the LBRA Bond), following receipt thereof, the Developer shall promptly pay all invoices for the City’s legal fees for services rendered on or

before the date of Closing in connection with this Agreement, including legal fees incurred prior to the execution of this Agreement, and the transactions contemplated hereby (“Legal Fees”). Such invoices will be sent to the Developer and will detail the services and the hours billed. The City Attorney shall have sole discretion on the determination of whether the contents of such invoices are appropriate.

12.6 ASSIGNMENT OF THIS AGREEMENT. Except as provided for in this Agreement, no party to this Agreement may transfer, assign or delegate to any other person or entity all or any part of its rights or obligations arising under this Agreement without the prior written consent of the other party hereto.

12.7 NOTICES. Except as otherwise provided in this Agreement, all notices, certificates or communications required by this Agreement to be given shall be sufficiently given and shall be deemed delivered when personally served or when mailed by express courier or registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties at the addresses listed below

If to the Developer, to:	Continental/Ferguson Lansing, LLC Attention Franklin E. Kass 150 E. Broad Street, Suite 200 Columbus, Ohio 43215
With a copy to:	Continental/Ferguson Lansing, LLC Attention Joel I. Ferguson 1223 Turner Street, Suite 300 Lansing, Michigan 48906
And a copy to:	REID AND REID Attention Patrick T. Reid 110 W. Michigan Avenue, Suite 750 Lansing, Michigan 48933
If to the City:	City Attorney James Smiertka 5 th Floor, City Hall Lansing, MI 48933
With a copy to:	Lansing Economic Area Partnership Attention Robert L. Trezise, Jr. 1000 S. Washington Avenue, Suite 201 Lansing, Michigan 48910
And a copy to:	Miller, Canfield, Paddock and Stone, PLC Attn: G. Alan Wallace, Esq One Michigan Avenue, Suite 900 Lansing, Michigan 48933

12.8 AMENDMENT. No amendment or modification to or of this Agreement shall be binding upon any Party hereto until such amendment or modification is reduced to writing and executed by all Parties hereto. The City's approval of any substantive amendments to this Agreement requires approval by Lansing City Council, pursuant to its Charter and Ordinances. The determination of a substantive amendment will be made by the Lansing City Attorney. Non-substantive amendments can be made by the Mayor.

12.9 TERM. Unless earlier terminated in accordance with the terms hereof, this Agreement shall be in force through the retirement of the LBRA Bonds. Upon satisfaction of the LBRA Bonds and prior to any document being recorded evidencing the termination of this Agreement, the parties will reach a separate agreement as to continuing maintenance and any other ongoing matters related to the Project.

12.10 BINDING EFFECT. This Agreement shall be binding upon the Parties hereto and upon their respective successors and assigns.

12.11 RECORDATION. Prior to Closing, the Parties shall record a memorandum reasonably acceptable to the Parties, and shall be recorded in the Office of the Register of Deeds for Ingham County, Michigan.

12.12 SURVIVAL. The terms, conditions and provisions of this Agreement, including all representations, warranties, and covenants, shall survive its termination or delivery of the Quit Claim Deed. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring title to property from the City to the Developer or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

12.13 SEVERABILITY. If any clause, provision or section of this Agreement shall be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect the validity of any of the remaining clauses, provisions or sections of this Agreement.

12.14 TIME OF THE ESSENCE. Time shall be of the essence of this Agreement.

12.15 EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

12.16 CAPTIONS. The captions and headings in this Agreement are for convenience only and in no way limit, define or describe the scope or intent of any provision of this Agreement.

12.17 APPLICABLE LAW. This Agreement shall be governed in all respects, whether as to validity, construction, performance and otherwise, by the laws of the State of Michigan.

12.18 BROKERS. The City warrants to the Developer that the City has not taken any action in connection with this transaction which would result in any real estate broker's fee, finder's fee, or other fee being due or payable to any party. The Developer warrants to the City that the

Blackline shows Agreement through Amendment 10 - Redline shows proposed Amendment 11

Developer has not taken any action in connection with this transaction which would result in any real estate broker's fee, finder's fee, or other fee being due or payable to any party.

12.19 FORCE MAJEURE. No Party hereto shall be liable for the failure to perform its obligations hereunder if such failure is due to unforeseeable events beyond the Party's reasonable control and without such party's fault or negligence, including, but not limited to acts of God, acts of the public enemy, acts of the other party, fires, flood, epidemics, quarantine restriction, strikes and embargoes, or shortages of materials and delays of contractors due to such causes, but excluding any acts of the state or federal governments or their respective agencies or departments. Said failure to perform shall be excused only for the period during which the event giving rise to said failure to perform exists; provided, however, that the Party seeking relief from its obligations under this Section 12.19 shall notify the other party in writing, setting forth the event giving rise to such failure to perform, within thirty (30) days following the occurrence of such event.

12.20 JOINT DRAFTING. This Agreement shall be construed as being jointly drafted by all Parties hereto.

12.21 ENTIRE AGREEMENT. The Agreement, including all exhibits attached hereto and made a part hereof, contains all agreements between the Parties as of the Effective Date. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. This Agreement does not change, alter, or amend, the Montgomery Drain Assessment Indemnification Agreement, dated October 7, 2013, and any other indemnification agreement made for the benefit of the City prior to the date of this Agreement.

12.22 STATEMENT OF LACK OF NECESSITY. Pursuant to Lansing City 8-403 and the real property disposition ordinances promulgated thereunder, the real property to be disposed of in this Agreement or any other agreements referenced or required herein is not necessary for public purposes, as set forth in this Agreement.

12.23 ADEQUATE CONSIDERATION. The City, through its legislative and administrative branches, acknowledges that the Purchase Price is good and sufficient consideration for the Purchase Property based on the terms of this Agreement and the totality of the transaction, including, but not limited to (i) reduced public financial assistance to the Project; (ii) the need for significant infrastructure and expense to address Preexisting Conditions on the Property, (iii) significant Project investment by Developer, (iv) increase in tax revenue the City and the community receive from the redevelopment of the Purchase Property, and (v) the nature of the project as a catalyst place-making project connecting the communities of Lansing and East Lansing.

[Signature Pages Follow]

BY THE COMMITTEE _____
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Mayor made the appointment of Josephine (Jody) Washington of 521 Nantucket Street, Lansing, MI 48906 as a First Ward Member of the Human Relations & Community Services Board (HRCS) for a term to expire June 30, 2021; and

WHEREAS, the nominee has been vetted and meets the qualifications as required by the City Charter; and

WHEREAS, the Committee _____ took affirmative action;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Josephine (Jody) Washington of 521 Nantucket Street, Lansing, MI 48906 as a First Ward Member of the Human Relations & Community Services Board (HRCS) for a term to expire June 30, 2021.

BY THE COMMITTEE ON WAYS AND MEANS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, Lansing Police Department (LPD) has submitted application to the State of Michigan Department of Health and Human Services (MDHHS) for a STOP Violence Against Women grant; and

WHEREAS, the LPD was informed on March 15, 2020, that it has been selected to receive funding not to exceed \$71,011; and

WHEREAS, local match amount is \$23,670 (25% per the grant calculation formula); and

WHEREAS, the grant will be used to fund the salaries and fringes of one (1) detective dedicated to investigating crimes related to domestic violence and stalking; and

WHEREAS, the grant period is from January 1, 2020 through September 30, 2020;

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the Grant from of Michigan Department of Health and Human Services in the amount of \$71,011; and

BE IT FINALLY RESOLVED, that the Administration is authorized to create appropriate accounts and to make the necessary operating transfers for the expenditure and control of the balance of the awarded grant funds.

Grant Agreement Between
Michigan Department of Health and Human Services
hereinafter referred to as the "Department"
and
Lansing City
120 W. Michigan Ave.
Lansing MI 48933 1603
Federal I.D.#: 38-6004628, DUNS#: 069835882
hereinafter referred to as the "Grantee"
for
STOP Violence Against Women Grant - 2020
Part I

1. Period of Agreement:

This agreement will commence on the date of the Grantee's signature or January 1, 2020, whichever is later, and continue through September 30, 2020. No service will be provided and no costs to the state will be incurred prior to January 1, 2020 or the effective date of the Agreement, whichever is later. Through the Agreement, the date of the Grantee's signature or January 1, 2020, whichever is later, shall be referred to as the begin date. This agreement is in full force and effect for the period specified.

2. Program Budget and Agreement Amount:

A. Agreement Amount

The total amount of this agreement is \$94,681.00. The Department under the terms of this agreement will provide funding not to exceed \$71,011.00. The source of funding provided by the Department and approved indirect rate shall be followed as described in Attachment 1 of this agreement, which is part of this agreement through reference.

The grant agreement is designated as a:

- ☒ Subrecipient relationship (federal funding); or
- ☐ Contractor; or
- ☐ Recipient (non-federal funding).

The grant agreement is designated as:

- ☐ Research and development project; or
- ☒ Not a research and development project.

B. Equipment Purchases and Title

Any Grantee equipment purchases supported in whole or in part through this agreement must be listed in the supporting Equipment Inventory Schedule. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Title to items having a unit acquisition cost of less than \$5,000 shall vest with the Grantee upon acquisition. The Department reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of \$5,000 or more, to the extent that the Department's proportionate interest in such equipment supports such retention or transfer of title.

C. Deviation Allowance

A deviation allowance modifying an established budget category by \$10,000 or 15%, whichever is greater, is permissible without prior written approval of the Department. Any modification or deviations in excess of this provision, including any adjustment to the total amount of this agreement, must be made in writing and executed by all parties to this agreement before the modifications can be implemented. This deviation allowance does not authorize new categories, subcontracts, equipment items or positions not shown in the attached Program Budget Summary and supporting detail schedules.

3. Purpose:

The focus of the program is the implementation of comprehensive strategies to stop violence against women that are sensitive to the needs and safety of victims and that hold offenders accountable.

4. Statement of Work:

The Grantee agrees to undertake, perform and complete the services described in Attachment A, which is part of this agreement.

5. Financial Requirements:

The financial requirements shall be followed as described in Part II of this agreement and Attachments B, which are part of this agreement.

6. Performance/Progress Report Requirements:

The progress reporting methods shall be followed as described in Part II and Attachment C, which are part of this agreement.

7. General Provisions:

The Grantee agrees to comply with the General Provisions outlined in Part II and Attachment E, which are part of this agreement.

8. Administration of the Agreement:

The person acting for the Department in administering this agreement (hereinafter referred to as the Contract Manager) is:

Patsy Baker Manager (517) 335-3705
bakerp2@michigan.gov

Name	Title	Telephone No.	Email Address
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9. Grantee's Financial Contact for the Agreement:

The person acting for the Grantee on the financial reporting for this agreement is:

Joe McClure Financial Officer

Name	Title
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joe.mcclure@lansingmi.gov (517) 483-4808

E-Mail Address	Telephone No.
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10. Special Conditions:

- A. This agreement is valid upon approval and execution by the Department which may be contingent upon approval by the State Administrative Board and Signature by the Grantee.
- B. This agreement is conditionally approved subject to and contingent upon the availability of funds.
- C. The Department will not assume any responsibility or liability for costs incurred by the Grantee prior to the signing of this agreement.
- D. The Grantee is required by PA 533 of 2004 to receive payments by electronic funds transfer.

11. Special Certification:

The individual or officer signing this agreement certifies by his or her signature that he or she is authorized to sign this agreement on behalf of the responsible governing board, official or Grantee.

12. Signature Section:

FOR the GRANTEE

Lansing City

Daryl Green

Program Director

03/15/2020

Name

Title

Date

For the Michigan Department of Health and Human Services

Jeanette Hensler

02/28/2020

Jeanette Hensler, Director

Date

Grants Division, Bureau of Grants and Purchasing

Part II
General Provisions

I. Responsibilities - Grantee

The Grantee in accordance with the general purposes and objectives of this agreement shall:

A. Publication Rights

1. Copyright materials only when the Grantee exclusively develops books, films or other such copyrightable materials through activities supported by this Agreement. The copyrighted materials cannot include recipient information or personal identification data. Grantee grants the Department a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such materials copyrighted by the Grantee and authorizes others to reproduce and use such materials.
2. Obtain prior written authorization from the Department's Communication Office for any materials copyrighted by the Grantee or modifications bearing acknowledgment of the Department's name prior to reproduction and use of such materials. The State of Michigan may modify the material copyrighted by the Grantee and may combine it with other copyrightable intellectual property to form a derivative work. The State of Michigan will own and hold all copyright and other intellectual property rights in any such derivative work, excluding any rights or interest granted in this Agreement to the Grantee. If the Grantee ceases to conduct business for any reason or ceases to support the copyrightable materials developed under this Agreement, the State of Michigan has the right to convert its licenses into transferable licenses to the extent consistent with any applicable obligations the Grantee has.
3. Obtain prior written authorization from the Department's Communication Office and give recognition to the Department in any and all publications, papers and presentations arising from the Agreement activities.
4. Notify the Department's Bureau of Grants and Purchasing 30 days before applying to register a copyright with the U.S. Copyright Office. The Grantee must submit an annual report for all copyrighted materials developed by the Grantee through activities supported by this Agreement and must submit a final invention statement and certification within 60 days of the end of the Agreement period.
5. Not make any media releases related to this Agreement, without prior written authorization from the Department's Communication Office.

B. Fees

1. Guarantee that any claims made to the Department under this Agreement shall not be financed by any sources other than the Department under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to budget the additional source of funds and reflect the source of funding on the Financial Status Report.
2. Make reasonable efforts to collect 1st and 3rd party fees, where applicable, and report those collections on the Financial Status Report. Any under recoveries of otherwise available fees resulting from failure to bill for eligible activities will be excluded from reimbursable expenditures.

C. Grant Program Operation

Provide the necessary administrative, professional and technical staff for operation of the grant program. The Grantee must obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of this Agreement.

Use an accounting system that can identify and account for the funds received from each separate grant, regardless of funding source, and assure that grant funds are not comingled.

D. Reporting

Utilize all report forms and reporting formats required by the Department at the begin date of this Agreement and provide the Department with timely review and commentary on any new report forms and reporting formats proposed for issuance thereafter.

E. Record Maintenance/Retention

Maintain adequate program and fiscal records and files, including source documentation, to support program activities and all expenditures made under the terms of this Agreement, as required. The Grantee must assure that all terms of the Agreement will be appropriately adhered to and that records and detailed documentation for the grant project or grant program identified in this Agreement will be maintained for a period of not less than three years from the date of termination, the date of submission of the final expenditure report or until litigation and audit findings have been resolved. This section applies to the Grantee, any parent, affiliate, or subsidiary organization of the Grantee and any subcontractor that performs activities in connection with this Agreement.

F. Authorized Access

1. Permit within 10 calendar days of providing notification and at reasonable times, access by authorized representatives of the Department, Federal Grantor Agency, Inspector Generals, Comptroller General of the United States and State Auditor General, or any of their

duly authorized representatives, to records, papers, files, documentation and personnel related to this Agreement, to the extent authorized by applicable state or federal law, rule or regulation.

2. Acknowledge the rights of access in this section are not limited to the required retention period. The rights of access will last as long as the records are retained.
3. Cooperate and provide reasonable assistance to authorized representatives of the Department and others when those individuals have access to the Grantee's grant records.

G. Audits

This section only applies to Grantees designated as subrecipients by the Department (see Part I, Section 2. A.).

1. Required Audit or Audit Exemption Notice

Grantees must submit to the Department either a Single Audit, Financial Related Audit, or Audit Exemption Notice as described below. A Financial Related Audit is applicable to for-profit Grantees that are designated as subrecipients. If submitting a Single Audit or Financial Related Audit, Grantees must also submit a corrective action plan prepared in accordance with Title 2 Code of Federal Regulations, Section 200.511(c) for any audit findings that impacts the Department funded programs, and management letter (if issued) with a corrective action plan.

a. Single Audit

Grantees that are a state, local government, or non-profit organization that expend \$750,000 or more in federal awards during the Grantee's fiscal year, must submit a Single Audit to the Department, regardless of the amount of funding received from the Department. The Single Audit must comply with the requirements of Title 2 Code of Federal Regulations, Subpart F. The Single Audit reporting package must include all components described in Title 2 Code of Federal Regulations, Section 200.512 (c).

b. Financial Related Audit

Grantees that are for-profit organizations that expend \$750,000 or more in federal awards during the Grantee's fiscal year, must submit either a financial related audit prepared in accordance with Government Auditing Standards relating to all federal awards; or an audit that meets the requirements contained in Title 2 Code of Federal Regulations, Subpart F, if required by the federal awarding agency.

c. Audit Exemption Notice

Grantees exempt from the Single Audit and Financial Related Audit requirements (a. and b. above) must submit an Audit Exemption Notice that certifies these exemptions. The template Audit Exemption Notice and further instructions are available at State of Michigan - MDHHS by selecting Inside MDHHS – MDHHS Audit - Audit Reporting.

2. Financial Statement Audit

Grantees exempt from the Single Audit and Financial Related Audit requirements (that are required to submit an Audit Exemption Notice as described above) must also submit to the Department a Financial Statement Audit prepared in accordance with generally accepted auditing standards if the audit includes disclosures that may negatively impacts the Department funded programs including, but not limited to fraud, going concern uncertainties, financial statement misstatements, and violations of contract and grant provisions. If submitting a Financial Statement Audit, Grantees must also submit a corrective action plan for any audit findings that impacts the Department funded programs.

3. Due Date and Where to Send

The required audit and any other required submissions (i.e. corrective action plan, and management letter with a corrective action plan), and/or Audit Exemption Notice must be submitted to the Department within nine months after the end of the Grantee's fiscal year by e-mail at MDHHS-AuditReports@michigan.gov. The required submissions must be assembled in PDF files and compatible with Adobe Acrobat (read only). The subject line must state the agency name and fiscal year end. The Department reserves the right to request a hard copy of the audit materials if for any reason the electronic submission process is not successful.

4. Penalty

a. Delinquent Single Audit or Financial Related Audit

If the Grantee does not submit the required Single Audit or Financial Related Audit, including any management letter and applicable corrective action plan(s) within nine months after the end of the Grantee's fiscal year, the Department may withhold any payment from the Department to the Grantee an amount equal to five percent of the audit year's grant funding (not to exceed \$200,000) until the required filing is received by the Department. The Department may retain the amount withheld if the Grantee is more than 120 days delinquent in meeting the filing requirements. The Department may terminate the current

grant if the Grantee is more than 180 days delinquent in meeting the filing requirements.

b. Delinquent Audit Exemption Notice

Failure to submit the Audit Exemption Notice, when required, may result in withholding payment from Department to Grantee an amount equal to one percent of the audit year's grant funding until the Audit Exemption Notice is received.

5. Other Audits

The Department or federal agencies may also conduct or arrange for "agreed upon procedures" or additional audits to meet their needs.

H. Subrecipient/Contractor Monitoring

When passing federal funds through to a subrecipient (if the Agreement does not prohibit the passing of federal funds through to a subrecipient), the Grantee must:

1. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information required by 2 CFR 200.331 (a).
2. Ensure the subrecipient complies with all the requirements of this Agreement.
3. Evaluate each subrecipient's risk for noncompliance as required by 2 CFR 200.331(b).
4. Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations and the terms and conditions of the subawards; that subaward performance goals are achieved; and that all monitoring requirements of 2 CFR 200.331(d) are met including reviewing financial and programmatic reports, following up on corrective actions and issuing management decisions for audit findings.
5. Verify that every subrecipient is audited as required by 2 CFR 200 Subpart F.

Develop a subrecipient monitoring plan that addresses the above requirements and provides reasonable assurance that the subrecipient administers federal awards in compliance with laws, regulations and the provisions of this Agreement, and that performance goals are achieved. The subrecipient monitoring plan should include a risk-based assessment to determine the level of oversight and monitoring activities, such as reviewing financial and performance reports, performing site visits and maintaining regular contact with subrecipients.

Establish requirements to ensure compliance for for-profit subrecipients as required by 2 CFR 200.501(h), as applicable.

Ensure that transactions with subrecipients/contractors comply with laws, regulations and provisions of contracts or grant agreements in compliance with

2 CFR 200.501(h), as applicable.

I. Notification of Modifications

Provide timely notification to the Department, in writing, of any action by its governing board or any other funding source that would require or result in significant modification in the provision of activities, funding or compliance with operational procedures.

J. Software Compliance

Ensure software compliance and compatibility with the Department's data systems for activities provided under this Agreement, including but not limited to stored data, databases and interfaces for the production of work products and reports. All required data under this Agreement shall be provided in an accurate and timely manner without interruption, failure or errors due to the inaccuracy of the Grantee's business operations for processing data. All information systems, electronic or hard copy, that contain state or federal data must be protected from unauthorized access.

K. Human Subjects

Comply with Federal Policy for the Protection of Human Subjects, 45 CFR 46. The Grantee agrees that prior to the initiation of the research, the Grantee will submit Institutional Review Board (IRB) application material for all research involving human subjects, which is conducted in programs sponsored by the Department or in programs which receive funding from or through the state of Michigan, to the Department's IRB for review and approval, or the IRB application and approval materials for acceptance of the review of another IRB. All such research must be approved by a federally assured IRB, but the Department's IRB can only accept the review and approval of another institution's IRB under a formally-approved interdepartmental agreement. The manner of the review will be agreed upon between the Department's IRB Chairperson and the Grantee's authorized official.

L. Mandatory Disclosures

1. Disclose to the Department in writing within 14 days of receiving notice of any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") involving Grantee, a subcontractor or an officer or director of Grantee or subcontract, or that arises during the term of this Agreement including:
 - a. All violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the Agreement.
 - b. A criminal Proceeding;
 - c. A parole or probation Proceeding;
 - d. A Proceeding under the Sarbanes-Oxley Act;
 - e. A civil Proceeding involving:

1. A claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or
 2. A governmental or public entity's claim or written allegation of fraud; or
- f. A Proceeding involving any license that Grantee is required to possess in order to perform under this Agreement.
2. Notify the Department, at least 90 calendar days before the effective date, of a change in Grantee's ownership or executive management.

M. Statement of Work Progress Reports

Submit quarterly Statement of Work progress reports to the Department via the <http://egram-mi.com/mdhhs> website by the 15th of the month following the end of the quarter and a final report no later than 45 days following the end of this Agreement.

N. Conflict of Interest and Code of Conduct Standards

1. Be subject to the provisions of 1968 PA 317, as amended, 1973 PA 196, as amended, and 2 CFR 200.318 (c)(1) and (2).
2. Uphold high ethical standards and is prohibited from the following:
 - a. Holding or acquiring an interest that would conflict with this Agreement;
 - b. Doing anything that creates an appearance of impropriety with respect to the award or performance of this Agreement;
 - c. Attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or
 - d. Paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of this Agreement.
3. Immediately notify the Department of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subcontractor that performs activities in connection with this agreement.

O. Travel Costs

1. Be reimbursed for travel cost (including mileage, meals, and lodging) budgeted and incurred related to services provided under this agreement.
2. If the Grantee has a documented policy related to travel reimbursement for employees and if the Grantee follows that documented policy, the Department will reimburse the Grantee for travel costs at the Grantee's documented reimbursement rate for employees. Otherwise, the State of Michigan travel reimbursement rate applies.

3. State of Michigan travel rates may be found at the following website:
http://www.michigan.gov/dtmb/0.5552.7-150-9141_13132-.00.html.
4. International travel must be pre-approved by the Department and itemized in the budget.

P. Federal Funding Accountability and Transparency Act (FFATA)

1. Complete and upload the FFATA Executive Compensation report to the EGrAMS agency profile if:
 - a. The grantee's federal revenue was 80% or more of the grantee's annual gross revenue;
 - b. Grantee's gross revenue from federal awards was \$25,000,000 or more; AND
 - c. The public does not have access to the information about executive officers compensation through periodic reports filed under Section 13(a) or 15 (d) of the Securities Exchange Act of 1934 or Section 6104 of the Internal Revenue Code of 1986.
2. FFATA Executive Compensation report template can be found in Attachment F in the EGrAMS documents.

Q. Insurance Requirements

1. Maintain a minimum of the insurances or governmental self-insurances listed below and is responsible for all deductibles. All required insurance or self-insurance must:
 - a. Protect the State of Michigan from claims that may arise out of, are alleged to arise out of, or result from Grantee's or a subcontractor's performance;
 - b. Be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and
 - c. Be provided by a company with an A.M. Best rating of "A" or better and a financial size of VII or better.
2. Insurance Types
 - a. Commercial General Liability Insurance or Governmental Self-Insurance: Except for Governmental Self—Insurance, policies must be endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 2010 07 04 and CG 2037 07 04.

If the Grantee will interact with children, schools, or the cognitively impaired, the Grantee must maintain appropriate insurance coverage related to sexual abuse and molestation liability.

- b. Workers' Compensation Insurance or Governmental Self-

Insurance: Coverage according to applicable laws governing work activities. Policies must include waiver of subrogation, except where waiver is prohibited by law.

- c. Employers Liability Insurance or Governmental Self-Insurance
 - d. Privacy and Security Liability (Cyber Liability) Insurance: cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
- 3. Require that subcontractors maintain the required insurances contained in this Section.
 - 4. This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of the Grantee from any obligations under this agreement.
 - 5. Each Party must promptly notify the other Party of any knowledge regarding an occurrence which the notifying Party reasonably believes may result in a claim against either Party. The Parties must cooperate with each other regarding such claim.

R. Fiscal Questionnaire

- 1. Complete and upload the yearly fiscal questionnaire to the Department to the EGrAMS agency profile within three months of the start of the agreement.
- 2. Fiscal Questionnaire template can be found in EGrAMS documents.

S. Criminal Background Check

- 1. Conduct or cause to be conducted a search that reveals information similar or substantially similar to information found on an Internet Criminal History Access Tool (ICHAT) check and a national and state sex offender registry check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Agreement works directly with clients or has access to client information.
 - a. ICHAT: <http://apps.michigan.gov/ichat>
 - b. Michigan Public Sex Offender Registry: <http://www.mipsor.state.mi.us>
 - c. National Sex Offender Registry: <http://www.nsopw.gov>
- 2. Conduct or cause to be conducted a Central Registry (CR) check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Agreement works directly with children or vulnerable adults.
 - a. Central Registry: http://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330---,00.html

3. Require each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Agreement, works directly with clients or who has access to client information to notify the Grantee in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator, at hire or within 10 days of the event after hiring.
4. Determine whether to prohibit any employee, subcontractor, subcontractor employee, or volunteer from performing work directly with clients or accessing client information related to clients under this Agreement, based on the results of a positive ICHAT response or reported criminal felony conviction or perpetrator identification.
5. Determine whether to prohibit any employee, subcontractor, subcontractor employee or volunteer from performing work directly with children and/or vulnerable adults under this Agreement, based on the results of a positive CR response or reported perpetrator identification.
6. Require any employee, subcontractor, subcontractor employee or volunteer who may have access to any databases of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information, to have a fingerprint background check performed by the Michigan State Police.

II. Responsibilities - Department

The Department in accordance with the general purposes and objectives of this agreement will:

A. Reimbursement

Provide reimbursement in accordance with the terms and conditions of this agreement based upon appropriate reports, records, and documentation maintained by the Grantee.

B. Report Forms

Provide any report forms and reporting formats required by the Department at the effective date of this agreement, and provide to the Grantee any new report forms and reporting formats proposed for issuance thereafter at least 90 days prior to their required usage in order to afford the Grantee an opportunity to review and offer comment.

III. Assurances

The following assurances are hereby given to the Department:

A. Compliance with Applicable Laws

The Grantee will comply with applicable federal and state laws, guidelines, rules and regulations in carrying out the terms of this Agreement. The Grantee will also comply with all applicable general administrative requirements, such as 2 CFR 200, covering cost principles, grant/agreement principles and audits, in carrying out the terms of this Agreement. The Grantee will comply with all

applicable requirements in the original grant awarded to the Department if the Grantee is a subgrantee. The Department may determine that the Grantee has not complied with applicable federal or state laws, guidelines, rules and regulations in carrying out the terms of this Agreement and may then terminate this Agreement under Part II, Section V.

B. Anti-Lobbying Act

The Grantee will comply with the Anti-Lobbying Act (31 USC 1352) as revised by the Lobbying Disclosure Act of 1995 (2 USC 1601 et seq.) and Section 503 of the Departments of Labor, Health and Human Services, and Education, and Related Agencies section of the FY 1997 Omnibus Consolidated Appropriations Act (PL 104-208). Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

C. Non-Discrimination

1. The Grantee must comply with the Department's non-discrimination statement: The Michigan Department of Health and Human Services will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, height, weight, marital status, gender identification or expression, sexual orientation, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The Grantee further agrees that every subcontract entered into for the performance of any contract or purchase order resulting therefrom, will contain a provision requiring non-discrimination in employment, activity delivery and access, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act (1976 PA 453, as amended; MCL 37.2101 et seq.) and the Persons with Disabilities Civil Rights Act (1976 PA 220, as amended; MCL 37.1101 et seq.), and any breach thereof may be regarded as a material breach of this Agreement.
2. The Grantee will comply with all federal statutes relating to nondiscrimination. These include but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin;
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of

- disabilities;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
 - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - g. §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - h. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
 - i. The requirements of any other nondiscrimination statute(s) which may apply to the application.
3. Additionally, assurance is given to the Department that proactive efforts will be made to identify and encourage the participation of minority-owned and women- owned businesses, and businesses owned by persons with disabilities in contract solicitations. The Grantee shall include language in all contracts awarded under this Agreement which (1) prohibits discrimination against minority-owned and women-owned businesses and businesses owned by persons with disabilities in subcontracting; and (2) makes discrimination a material breach of contract.

D. Debarment and Suspension

The Grantee will comply with Federal Regulation, 2 CFR part 180 and certifies to the best of its knowledge and belief that it, its employees and its subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor;
2. Have not within a five-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) or private transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false

statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2;
4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default; and
5. Have not committed an act of so serious or compelling a nature that it affects the Grantee's present responsibilities.

E. Federal Requirement: Pro-Children Act

1. The Grantee will comply with the Pro- Children Act of 1994 (PL 103-227; 20 USC 6091 et seq.), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by and used routinely or regularly for the provision of health, day care, early childhood development activities, education or library activities to children under the age of 18, if the activities are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's activities that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's activities provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; activity providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The Grantee also assures that this language will be included in any subawards which contain provisions for children's activities.
2. The Grantee also assures, in addition to compliance with PL 103-227, any activity or activity funded in whole or in part through this Agreement will be delivered in a smoke-free facility or environment. Smoking shall not be permitted anywhere in the facility, or those parts of the facility under the control of the Grantee. If activities are delivered in facilities or areas that are not under the control of the Grantee (e.g., a mall, restaurant or private work site), the activities shall be smoke-free.

F. Hatch Political Activity Act and Intergovernmental Personnel Act

The Grantee will comply with the Hatch Political Activity Act (5 USC 1501-1509, 7324- 7328) and the Intergovernmental Personnel Act of 1970, as amended by Title VI of the Civil Activity Reform Act (PL 95-454; 42 USC 4728-

4763). Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

G. National Defense Authorization Act Employee Whistleblower Protections

The Grantee will comply with the National Defense Authorization Act “Pilot Program for Enhancement of Grantee Employee Whistleblower Protections”.

- a) This Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on Grantee employee whistleblower protections established at 41 USC 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2012 and Federal Acquisition Regulation (FAR) 3.908.
- b) The Grantee shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 USC 4712, as described in FAR 3.908.
- c) The Grantee shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

H. Clean Air Act and Federal Water Pollution Control Act

The Grantee will comply with the Clean Air Act (42 USC 7401-7671(q)) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended.

- a. This Agreement and anyone working on this Agreement will be subject to the Clean Air Act and Federal Water Pollution Control Act and must comply with all applicable standards, orders or regulations issued pursuant to these Acts. Violations must be reported to the Department.

I. Trafficking Victims Protection Act

The Grantee will comply with the Trafficking Victims Protection Act of 2000 (PL 106-386), as amended.

- a) This Agreement and anyone working on this Agreement will be subject to the Trafficking Victims Protection Act and must comply with all applicable standards, orders or regulations issued pursuant to this Act. Violations must be reported to the Department.

J. Procurement of Recovered Materials

The Grantee will comply with section 6002 of the Solid Waste Disposal Act of 1965 (PL 115-232), as amended.

- a) This Agreement and anyone working on this Agreement will be subject to section 6002 of the Solid Waste Disposal Act of 1965 (PL 115-232), as amended, and must comply with all applicable standards, orders or regulations issued pursuant to this act. Violations must be reported to the Department.

K. Subcontracts

For any subcontracted service, activity or product, the Grantee will ensure:

1. That a written subcontract is executed by all affected parties prior to the initiation of any new subcontract activity. Exceptions to this policy may be granted by the Department if the Grantee asks the Department in writing within 30 days of execution of the Agreement.
2. That any executed subcontract to this Agreement shall require the subcontractor to comply with all applicable terms and conditions of this Agreement. In the event of a conflict between this Agreement and the provisions of the subcontract, the provisions of this Agreement shall prevail.

A conflict between this agreement and a subcontract, however, shall not be deemed to exist where the subcontract:

- a. Contains additional non-conflicting provisions not set forth in this agreement;
 - b. Restates provisions of this agreement to afford the Grantee the same or substantially the same rights and privileges as the Department; or
 - c. Requires the subcontractor to perform duties and/or services in less time than that afforded the Grantee in this agreement.
3. That the subcontract does not affect the Grantee's accountability to the Department for the subcontracted activity.
 4. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and activities.
 5. That the Grantee will submit a copy of the executed subcontract if requested by the Department.

L. Procurement

Grantee will ensure that all purchase transactions, whether negotiated or advertised, shall be conducted openly and competitively in accordance with the principles and requirements of 2 CFR 200. Funding from this Agreement shall not be used for the purchase of foreign goods or activities. Records shall be sufficient to document the significant history of all purchases and shall be maintained for a minimum of three years after the end of the Agreement period.

M. Health Insurance Portability and Accountability Act

To the extent that the Health Insurance Portability and Accountability Act (HIPAA) is applicable to the Grantee under this Agreement, the Grantee assures that it is in compliance with requirements of HIPAA including the following:

1. The Grantee must not share any protected health information provided by the Department that is covered by HIPAA except as permitted or required by applicable law; or to a subcontractor as appropriate under this Agreement.
2. The Grantee will ensure that any subcontractor will have the same obligations as the Grantee not to share any protected health data and information from the Department that falls under HIPAA requirements in the terms and conditions of the subcontract.
3. The Grantee must only use the protected health data and information for the purposes of this agreement.
4. The Grantee must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Grantee's employees.
5. The Grantee must have a policy and procedure to immediately report to the Department any suspected or confirmed unauthorized use or disclosure of protected health information that falls under the HIPAA requirements of which the Grantee becomes aware. The Grantee will work with the Department to mitigate the breach and will provide assurances to the Department of corrective actions to prevent further unauthorized uses or disclosures. The Department may demand specific corrective actions and assurances and the Grantee must provide the same to the Department.
6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Part II, Section V.
7. In accordance with HIPAA requirements, the Grantee is liable for any claim, loss or damage relating to unauthorized use or disclosure of protected health data and information, including without limitation the Department's costs in responding to a breach, received by the Grantee from the Department or any other source.
8. The Grantee will enter into a business associate agreement should the Department determine such an agreement is required under HIPAA.

N. Website Incorporation

The Department is not bound by any content on Grantee's website unless expressly incorporated directly into this Agreement. The Department is not bound by any end user license agreement or terms of use unless specifically incorporated in this Agreement or any other agreement signed by the Department. The Grantee may not refer to the Department on the Grantee's website without the prior written approval of the Department.

O. Survival

The provisions of this Agreement that impose continuing obligations will survive the expiration or termination of this Agreement.

P. Non-Disclosure of Confidential Information

1. The Grantee agrees that it will use confidential information solely for the purpose of this Agreement. The Grantee agrees to hold all confidential information in strict confidence and not to copy, reproduce, sell, transfer or otherwise dispose of, give or disclose such confidential information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such confidential information for any purpose whatsoever other than the performance of this Agreement. The Grantee must take all reasonable precautions to safeguard the confidential information. These precautions must be at least as great as the precautions the Grantee takes to protect its own confidential or proprietary information.

2. Meaning of Confidential Information

For the purpose of this Agreement the term "Confidential Information" means all information and documentation that:

- a. Has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party;
 - b. If disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning;
 - c. Should reasonably be recognized as confidential information of the disclosing party;
 - d. Is unpublished or not available to the general public; or
 - e. Is designated by law as confidential.
3. The term "Confidential Information" does not include any information or documentation that was:
 - a. Subject to disclosure under the Michigan Freedom of Information Act (FOIA);
 - b. Already in the possession of the receiving party without an obligation of confidentiality;
 - c. Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights;
 - d. Obtained from a source other than the disclosing party without an obligation of confidentiality; or
 - e. Publicly available when received or thereafter became publicly available (other than through an unauthorized disclosure by,

through or on behalf of, the receiving part).

4. The Grantee must notify the Department within 1 business day after discovering any unauthorized use or disclosure of Confidential Information. The Grantee will cooperate with the Department in every way possible to regain possession of the Confidential Information and prevent further unauthorized use or disclosure.

Q. Cap on Salaries

None of the funds awarded to the Grantee through this Agreement shall be used to pay, either through a grant or other external mechanism, the salary of an individual at a rate in excess of Executive Level II. The current rates of pay for the Executive Schedule are located on the United States Office of Personnel Management web site, <http://www.opm.gov>, by navigating to Policy — Pay & Leave — Salaries & Wages. The salary rate limitation does not restrict the salary that a Grantee may pay an individual under its employment; rather, it merely limits the portion of that salary that may be paid with funds from this Agreement.

IV. Financial Requirements

A. Operating Advance

An operating advance may be requested by the Grantee to assist with program operations. The request should be addressed to the Contract Manager identified in Part I, Item 8. The operating advance will be administered as follows:

1. The advance amount requested must be reasonable in relationship to the program requirements, billing cycle, etc.; and in no case may the advance exceed the amount required for 60 days operating expense. Operating advances will be monitored and adjusted by the Department according to total Department agreement amount.
2. The advance must be recorded as an account payable to the Department in the Grantee's financial records. The operating advance payable must remain in the Grantee's financial records until fully recovered by the Department.
3. The monthly Financial Status Report (FSR) reimbursement for actual expenditures by the Department should be used by the Grantee to replenish the operating advance used for program operations.
4. The operating advance must be returned to the Department within 30 days of the end date of this Agreement unless the Grantee has a recurring agreement with the Department. Subsequent Department agreements may not be executed if an outstanding operational advance has not been repaid.

The Department may obtain the Michigan Department of Treasury's assistance in collecting outstanding operating advances. The

Department will comply with the Michigan Department of Treasury's Due Process procedures prior to forwarding claims to Treasury. Specific Due Process procedures include the following:

- a. Department offer of a hearing to dispute the debt, identifying the time, place and date of such hearing.
 - b. A hearing by an impartial official.
 - c. An opportunity for the Grantee to examine department's associated records.
 - d. An opportunity for the Grantee to present evidence in person or in writing.
 - e. A hearing official with full authority to correct errors and make a decision not to forward debt to Treasury.
 - f. Grantee representation by an attorney and presentation of witnesses if necessary.
5. At the end of either the agreement period or Department's fiscal year, whichever is first, the Grantee must respond to the Department's request for confirmation of the operating advance. Failure to respond to the confirmation request may result in the Department recovering all or part of an outstanding operating advance.

B. Reimbursement Method

The Grantee will be paid for allowable expenditures incurred by the Grantee, submitted for reimbursement on the Financial Status Reports (FSRs) and approved by the Department. Reimbursement from the Department is based on the understanding that Department funds will be paid up to the total Department allocation as agreed to in the approved budget. Department funds are the first source after the application of fees and earmarked sources unless a specific local match condition exists.

C. Financial Status Report Submission

Financial Status Reports (FSRs) shall be prepared and submitted electronically to the Department via the website <http://egram-mi.com/mdhhs>.

FSRs must be submitted on a monthly basis, no later than 30 days after the close of each calendar month. The monthly FSRs must reflect total actual program expenditures, up to the total agreement amount. Failure to meet financial reporting responsibilities as identified in this Agreement may result in withholding future payments.

Failure to meet financial reporting responsibilities as identified in this agreement may result in withholding future payments.

By submitting the FSR the individual is certifying to the best of their knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of this agreement. The individual submitting the

FSR should be aware that any false, fictitious, or fraudulent information, or the omission of any material facts, may subject them to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

The instructions for completing the FSR form are available on the website <http://egram-mi.com/mdhhs>. Send FSR questions to FSRMDHHS@michigan.gov.

D. Reimbursement Mechanism

All Grantees must sign up through the on-line vendor registration process to receive all State of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits, as mandated by MCL 18.1283a. Vendor registration information is available through the Department of Technology Management and Budget's web site: <https://www.michigan.gov/sigmavss>.

E. Final Obligations and Financial Status Reporting Requirements

1. Obligation Report

The Obligation Report, based on annual guidelines, must be submitted by the due date using the format provided by the Department's Accounting Division. The Grantee must provide an estimate of total expenditures for the entire agreement period. The information on the report will be used to record the Department's year-end accounts payables and receivables for this agreement.

2. Department-wide Payment Suspension

A temporary payment suspension is in effect on agreements during the department's year-end closing period beginning September 20 until mid-November. FSRs through the August period should be submitted by September 15 to ensure payment prior to the payment suspension period.

3. Final FSRs

Final FSRs are due 30 days following the end of the fiscal year or agreement period. The final FSR must be clearly marked "Final." Final FSRs not received by the due date may result in the loss of funding requested on the Obligation Report and may result in the potential reduction in the subsequent year's agreement amount.

F. Unobligated Funds

Any unobligated balance of funds held by the Grantee at the end of the agreement period will be returned to the Department within 30 days of the end of the agreement or treated in accordance with instructions provided by the Department.

G. Indirect Costs

The Grantee is allowed to use an approved federal indirect rate in their budget calculations and financial status reporting. If the Grantee does not have an

existing approved federal indirect rate, they may use a 10% de minimis rate in accordance with Title 2 Code of Federal Regulations (CFR) Part 200 to recover their indirect costs. Approved indirect rates will appear on Attachment 1.

V. Agreement Termination

The Department may terminate this agreement without further liability or penalty to the Department for any of the following reasons:

- A. This agreement may be terminated by either party by giving 30 days written notice to the other party stating the reasons for termination and the effective date.
- B. This agreement may be terminated by either party with 30 days prior written notice upon the failure of either party to carry out the terms and conditions of this agreement, provided the alleged defaulting party is given notice of the alleged breach and fails to cure the default within the 30 day period.
- C. This agreement may be terminated immediately if the Grantee or an official of the Grantee or an owner is convicted of any activity referenced in Section III.D. of this agreement during the term of this agreement or any extension thereof.

VI. Stop Work Order

The Department may suspend any or all activities under this Agreement at any time. The Department will provide the Grantee with a written stop order detailing the suspension. Grantee must comply with the stop work order upon receipt. The Department will not pay for Activities, Grantee's lost profits, or any additional compensation during a stop work period.

VII. Final Reporting Upon Termination

Should this agreement be terminated by either party, within 30 days after the termination, the Grantee shall provide the Department with all financial, performance and other reports required as a condition of this agreement. The Department will make payments to the Grantee for allowable reimbursable costs not covered by previous payments or other state or federal programs. The Grantee shall immediately refund to the Department any funds not authorized for use and any payments or funds advanced to the Grantee in excess of allowable reimbursable expenditures.

VIII. Severability

If any part of this Agreement is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Agreement and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Agreement will continue in full force and effect.

IX. Waiver

Failure to enforce any provision of this Agreement will not constitute a waiver to enforce any other provision of this agreement.

X. Amendments

Any changes to this agreement will be valid only if made in writing and accepted by all parties to this agreement. Any change proposed by the Grantee which would affect the Department funding of any project, in whole or in part in Part I, Section 2.C. of the agreement, must be submitted in writing to the Department for approval immediately upon determining the need for such change. The Grantee shall, upon request of the Department and receipt of a proposed amendment, amend this Agreement.

XI. Liability

The Grantee assumes all liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct activity delivery, to be carried out by the Grantee in the performance of this agreement, under the following conditions:

- A. The liability, loss, or damage is caused by, or arises out of, the actions of or failure to act on the part of the Grantee, any of its subcontractors, or anyone directly or indirectly employed by the grantee.
- B. Nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Grantee or its employees by statute or court decisions.

The Department is not liable for consequential, incidental, indirect or special damages, regardless of the nature of the action.

XII. State of Michigan Agreement

This is a State of Michigan Agreement and must be exclusively governed by the laws and construed by the laws of Michigan, excluding Michigan's choice-of-law principle. All claims related to or arising out of this agreement, or its breach, whether sounding in contract, tort, or otherwise, must likewise be governed exclusively by the laws of Michigan, excluding Michigan's choice-of-law principles. Any dispute as a result of this agreement shall be resolved in the State of Michigan.

Attachment 1

[Attachment 1 - Schedule of Financial Assistance](#)

A

Attachment A - Statement of Work

Objective :

Activity :

- Implement a Focused Deterrence model for Domestic Violence Offenders

- o Add one (1) investigator position assigned specifically to IPV incidents with an increased responsibility to offender lethality assessment and offender history
- o Introduce the High Point IPV model into investigations which identify offenders based on an assessment

Responsible Staff :

Capt. Rob Backus

Date Range :

01/01/2020 - 09/30/2020

Expected Outcome :

Prioritizing cases based on offenders and lethality assessments for most intense prosecution and supervision

Measurement :

Incident conviction records, supervision tracking and specific successful investigative efforts

Objective :

Activity :

- Create a three tiered offender/incident system to address victim safety, repeat offenders

Add one (1) prosecutor as part of a three (3) person Domestic IPV Unit to operate in the District's specialty Domestic Court. A tiered system uses prior history and lethality assessments to identify the appropriate tier which correlates to a investigation, prosecution, specialty court and supervision strategy.

Responsible Staff :

APA Alysh Gallagher

Date Range :

01/01/2020 - 09/30/2020

Expected Outcome :

A Domestic Violence Unit which reviews cases and determines which court is appropriate (specialty DV court or vertical prosecution)

Measurement :

Conviction success rate. Recidivism of offenders

Objective :

Activity :

- Intensify offender pre-trial and post-conviction efforts

Research lethality factors present.

Utilize previous history to identify appropriate deterrence model.

- o Dedicated time for deeper, more comprehensive investigation.

o Monitor pre-trial behavior for inculpatory statements, violations of bond or protection orders and additional criminal activities.

- o Conduct more fr

compliance.

Capt Rob Ba

Responsible Staff :

Capt Rob Backus

Date Range :

01/01/2020 - 09/30/2020

Expected Outcome :

The supervision will result in initial violations and less violations for individual moving forward once exposed to focused deterrence methods resulting in less recidivism

Measurement :

Number of home visits

number of pre-trial and post-conviction violations

B1

Attachment B1 - Program Budget Summary

PROGRAM STOP Violence Against Women Grant - 2020			DATE PREPARED 3/15/2020		
CONTRACTOR NAME Lansing City			BUDGET PERIOD From : 1/1/2020 To : 9/30/2020		
MAILING ADDRESS (Number and Street) 124 W. Michigan Ave.			BUDGET AGREEMENT ☒ Original ☐ Amendment		AMENDMENT # 0
CITY Lansing	STATE MI	ZIP CODE 48933-2500	FEDERAL ID NUMBER 38-6004628		

	Category	Total	Amount	Cash	Inkind
DIRECT EXPENSES					
Program Expenses					
1	Salary & Wages	48,020.00	36,015.00	12,005.00	0.00
2	Fringe Benefits	46,661.00	34,996.00	11,665.00	0.00
3	Occupancy	0.00	0.00	0.00	0.00
4	Communication	0.00	0.00	0.00	0.00
5	Supplies	0.00	0.00	0.00	0.00
6	Equipment	0.00	0.00	0.00	0.00
7	Transportation	0.00	0.00	0.00	0.00
8	Contractual	0.00	0.00	0.00	0.00
9	Specific Assistance	0.00	0.00	0.00	0.00
10	Miscellaneous	0.00	0.00	0.00	0.00
Total Program Expenses		94,681.00	71,011.00	23,670.00	0.00
TOTAL DIRECT EXPENSES		94,681.00	71,011.00	23,670.00	0.00
INDIRECT EXPENSES					
Indirect Costs					
1	Indirect Costs	0.00	0.00	0.00	0.00

	Category	Total	Amount	Cash	Inkind
	Total Indirect Costs	0.00	0.00	0.00	0.00
	TOTAL INDIRECT EXPENSES	0.00	0.00	0.00	0.00
	TOTAL EXPENDITURES	94,681.00	71,011.00	23,670.00	0.00

SOURCE OF FUNDS

	Category	Total	Amount	Cash	Inkind
1	Source of Funds				
	Fees and Collections	0.00	0.00	0.00	0.00
	State Agreement	71,011.00	71,011.00	0.00	0.00
	Local	23,670.00	0.00	23,670.00	0.00
	Federal	0.00	0.00	0.00	0.00
	Other	0.00	0.00	0.00	0.00
	Total Source of Funds	94,681.00	71,011.00	23,670.00	0.00
	Totals	94,681.00	71,011.00	23,670.00	0.00

B2 Attachment B2 - Program Budget - Cost Detail Schedule

	Line Item	Qty	Rate	Units	UOM	Total	Amount	Cash	Inkind
DIRECT EXPENSES									
Program Expenses									
1	Salary & Wages								
	Principle Investigator Notes : 9 month salary and fringe=111,158 25% match=\$37,053 Wage-54,023 / .75=72,031 72,031 x .25=18008 (local match) 54,023-18008=36015 (state funds) This position is the law enforcement detective	1.0000	48020.000	0.000	FTE	48,020.00	36,015.00	12,005.00	0.00
2	Fringe Benefits								
	All Composite Rate Notes : 9 month salary and fringe=111,158 25% match=\$37,053 Fringe-57,135 / .75=76,180 76,180 x .25=19045 (local match) 57,135-19045=38090 (state funds) Law Enforcement Investigator	0.0000	97.170	48020.0 00		46,661.00	34,996.00	11,665.00	0.00
3	Occupancy								
4	Communication								
5	Supplies								
6	Equipment								
7	Transportation								
8	Contractual								
9	Specific Assistance								
10	Miscellaneous								

	Line Item	Qty	Rate	Units	UOM	Total	Amount	Cash	Inkind
Total Program Expenses						94,681.00	71,011.00	23,670.00	0.00
TOTAL DIRECT EXPENSES						94,681.00	71,011.00	23,670.00	0.00
INDIRECT EXPENSES									
Indirect Costs									
1	Indirect Costs								
Total Indirect Costs						0.00	0.00	0.00	0.00
TOTAL INDIRECT EXPENSES						0.00	0.00	0.00	0.00
TOTAL EXPENDITURES						94,681.00	71,011.00	23,670.00	0.00

- B3** **Attachment B3 - Equipment Inventory Schedule**
[Attachment B3 - Equipment Inventory Schedule](#)
- C** **Attachment C - Performance Report Requirements**
[Attachment C - Performance/Progress Report Requirements](#)
- E** **Attachment E - Program Requirements**
[Attachment E - Program Specific Requirements](#)

STOP Violence Against Women Grant - 2020

Facesheet

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Version # _____

APP # _____

1 Demographic Information

- a. Demographic Information Name Lansing City
- b. Organizational Unit Lansing Police Dept
- c. Address 120 W. Michigan Ave.
- d. Address 2
- e. City Lansing State MI Zip 48933-1603
- f. Federal ID Number 38-6004628 Reference No. 069835882
- g. Demographic Information fiscal year (beginning month and day) July-01
- h. Agency Type
- ☐ Native American Tribes ☒ Public
- i. Select the appropriate radio button to indicate the agency method of accounting.
- ☒ Accrual
- ☐ Cash
- ☐ Modified Accrual
- j. Is your agency currently registered in the 211 database? ☐ Yes ☒ No
- k. The agency certifies that it is NOT an Iran linked business as defined in MCL 129.312. ☒ Yes ☐ No

State of Michigan Employee Involvement

If former state of Michigan employees are involved in this project in any of the following capacities, the agency should disclose this in the space provided: a. In the performance of any resulting state agreement; b. Oversight or management of any resulting state agreement; or c. Consulting, conferring, or advising on the RFP response (such as in a role of consultant or lobbyist). If not, the agency may respond with an "NA".

- l. Include the name(s) of former employee(s), department and division worked for, active dates of employment, and describe the role they will have with this RFP or any resulting grant agreement.
- NA

2 Program / Service Information

- a. Program / Service Information Name STOP Violence Against Women Grant - 2020
- b. Is implementing agency same as Demographic Information ☒ Yes ☐ No
- c. Implementing Agency Name
- d. Project Start Date Jan-01-2020 End Date Sep-30-2020
- e. Amount of Funds Requested \$74,105.00 Project Cost \$111,158.00

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APP # _____

3 Certification / Contacts Information

a. Project Director

Name Robert Backus
Title Program Director
Mailing Address 120 W Michigan
City Lansing State mi Zip 48933-1604
Telephone (517) 483-6883 Fax
E-mail Address robert.backus@lansingmi.gov

b. Authorized Official

Name Daryl Green
Title Program Director
Mailing Address 120 W. Michigan ave
City Lansing State MI Zip 48933
Telephone (517) 483-6803 Fax (517) 377-0035
E-mail Address dgreen@lansingmi.gov

c. Financial Officer

Name Joe McClure
Title Financial Officer
Mailing Address 120 Michigan Ave
City Lansing State MI Zip 48933
Telephone (517) 483-4808 Fax
E-mail Address joe.mcclure@lansingmi.gov

Certifications

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Version # _____

APP # _____

4 Assurances and Certifications

A. Special Certifications

- a. ☒ By checking this box, the individual or officer certifies that he or she is authorized to approve this grant application for submission to the Department of Health and Human Services on behalf of the responsible governing board, official or Grantee.
- b. ☒ By checking this box, the individual or officer certifies that he or she is authorized to sign the agreement on behalf of the responsible governing board, official or Grantee.

Narrative

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APP # _____

5 Project Service Area

a. Counties

Indicate the County(ies) in which the project will operate and that you propose to provide services by clicking on the appropriate SQUARE BOX(s).

☒ Ingham

b. U.S. Congressional, State Senate and State House Districts

1. US Congressional Districts

☒ US Congress District 8

2. State Senate Districts

☒ State Senate District 23

3. State House Districts

☒ State House District 68

6 Experience and Past Performance (18 points total)

A. Executive Summary (2 points) - Click "Show Instructions" for full question details

The Lansing Police Department (LPD), Ingham County Prosecutor's Office (ICPO) and End Violent Encounters propose a consortium titled Focused Deterrence for Domestic Violence Offenders which follows the High Point model. LPD and ICPO will utilize a tiered approach of offender identification to target domestic assault cases involving repeat offenders, high risk offenders and incidents with serious injuries to operate within Ingham County's new specialized Domestic Violence Court.

The overall goal of this pilot partnership is to address domestic violence cases through a coordinated effort which involves an intense focus on offender based strategies. In 2018, the Lansing Police recorded 1,297 domestic violence incidents which involved an Intimate Partner Relationship (IPR). This was a 13.5% increase in overall incidents from the previous year. Of the 2018 incidents, 335 were felonious assaults and two (2) were classified as homicides. This year, the Lansing Police is experience a 70.4% increase in IPV incidents year to date. The partnership with the ICPO and EVE seeks to address the most dangerous, volatile and frequent offenders through the introduction of a tiered approach of classification. The classification will allow for the introduction of specific strategies in prosecution and treatment of offenders as well as assignment to the 54A Domestic Violence District Court. Along with concern for survivor efforts through EVE and CARE, as well as increased probationary and pre-trial supervision, the proposed partnerships and new model seeks to address the accountability of offenders in an effort to reduce recidivism. Ultimately, this proposal seeks to measure the effects of a focused deterrence model in hopes the efforts will support changes in agency practices and approaches.

B. Consortium Information

- i. Is this proposal part of a consortium for which other organizations are submitting STOP Law Enforcement and Prosecution and/or STOP Victim Services RFPs? If so, please indicate the partner organizations and list by name. If no, skip question.

☒ Law enforcement organization [Lansing Police Department]

☒ Prosecution organization [Ingham County Prosecutor Office]

☒ Domestic / Sexual Violence victim service organization [End Violent Encounters]

C. Organization Type

- i. Please select your agency's organization type.
- ☒ Law enforcement (including tribal law enforcement)
- ☐ Prosecution (including tribal prosecution)

D. Funding Allocation Information (1 point)

What is the estimated percentage of the requested funding that will be allocated to crimes in these areas?

Crime Type

- ☒ Domestic Violence [90]
- ☒ Sexual Assault [0]
- ☒ Stalking [10]
- ☒ Total (percentage must total to 100%) [100]

E. Memorandums of Understanding and Letters of Support (8 points)

- i. Please attach a memorandum of understanding or letter of support from the community/Tribal-based domestic violence and/or sexual assault program in the proposed geographic service area indicating that program's support of the proposed project. MOUs and/or letters of support should also be submitted with or from other partner agencies, as appropriate for the project.
- a. Memorandum(s) of understanding must be submitted for consortium projects or fatality review project, must include all of the required multidisciplinary partners and include the following information:
- The history (if any) of the relationship between the organizations
 - History (if any) of each organization's participation in Coordinated Community Response (CCR) and/or Sexual Assault Response Team (SART) efforts
 - History (if any) of each organization's participation in Coordinated Community Response

Attachments
935 STOP Grant LPD ICPO Letter of Support.pdf
440 STOP grant signed MOU 2020.pdf

- b. Letter(s) of support can be submitted in place of an MOU for non-consortium and non-fatality review projects. Letters of support must include:
- The history (if any) of the relationship between the organizations
 - History (if any) of each organization's participation in Coordinated Community Response (CCR) and/or Sexual Assault Response Team (SART) efforts
 - Indication of the support of the program(s) for the proposed project

Attachments

F. Protocols and Policies (3 points)

- i. Please attach your agency's protocols and policies specific to Domestic Violence, Sexual Assault, and/or Dating Violence and, for law enforcement, please also include a copy of the victim rights notice card(s).

Attachments:
99 600.35 Domestic Violence.pdf
614 CrimeVictimsFinalRevisionJune27pm.pdf
371 600.38 Victim Advocacy Program.pdf

G. Current and Prior Efforts (4 points) - Click "Show Instructions" for full question details

The Lansing Police Department, Ingham County Prosecuting Attorney, and End Violent Encounters (EVE) have a demonstrated and lengthy history of successful partnership and collaboration. Since 2000, these agencies have been partners in the Coordinated Community Response (CCR) known currently as Capitol Area Domestic and Sexual Violence Coordinating Council. They have been partners in CASART (Capital Area Sexual Assault Response Team) since 2007.

From 2001-2012, Lansing Police, Ingham County Prosecutor's Office, 54-A District Court, and EVE formed a collaborative partnership called DART (Domestic Assault Response Team). DART provided additional individualized attention to domestic violence cases throughout the system – from an arrest all the way through to the completion of an offender's probationary sentence. Under DART, we saw that successful prosecutions increased as victims had improved services throughout the system. This proposed project does involve innovations developed since the inception of DART, but the principle of providing particularized attention to domestic violence has remained consistent.

Recently, through the BJA, LPD and ICPO was able to explore new paths of handling domestic violence cases. This included a two day trip to High Point, North Carolina to meet with police, prosecutors, and project coordinators to view the High Point Model which focuses on decreasing recidivism in domestic violence cases. This model was introduced to the department's 2 person Domestic Violence investigations team.

Police, Ingham County Prosecutor's Office, EVE, Capitol Area Response Effort (CARE), 54-A District Court, and numerous additional partner agencies currently participate in the Ingham County Domestic Violence Fatality Review Team. While the proposed grant-funded activities involve new and expanded programming, the collaborations involved in developing and administering this Team will greatly benefit the Focused Deterrence project in its goal of preventing future domestic violence homicides.

Ultimately, using domestic related incident data from 2015 as a reference, Lansing had concerning increases in it's criminal incidents. In 2018, domestic related criminal sexual conduct increased 27%, felonious domestic assaults increased 58% and simple domestic assaults increased 126%. These numbers show that despite best efforts and practices, our incidents are continuing to trend upward.

7 Staffing and Training (12 points total)

A. Key Personnel (4 points) - Click "Show Instructions" for full question details

The Domestic Violence investigation unit has two full time detectives currently assigned. The detectives are supervised by two Detective Sergeants and ultimately a Detective Lieutenant. Lt. Christopher Baldwin is a 21.5 year employee who was previously a Detective, a Detective Sergeant and now supervises the unit as a Lieutenant. The detective's names, training and qualifications are:

1. Detective Matthew Krumbach (DV)-23.5 year officer at LPD
 1. LE Response to Domestic Violence (8hours)
-6.5 years in Detective Bureau
2. Detective Jeremy Wonnacott (DV)-20.5 year officer at LPD
 1. High Point, N.C. model observation
 2. LE Response to Domestic Violence (8 hours)
 3. LE Response to Stalking / PPO / Bond Violations (4 hours)
 4. -5 years in Detective Bureau

B. Position Descriptions (4 points)

- i. Provide a position description for each position that will be funded by the grant. The position description should contain educational credentials, knowledge, skills, abilities and other characteristics that demonstrate qualifications to provide the proposed services. Position titles must match those listed in the organization chart and budget. Do not provide resumes.

Attachments
771_STOP grant Job Duties.pdf

C. Organization Chart (2 points)

- i. Please attach the Agency-wide organization chart including staff positions proposed in this RFP, clearly identifying which staff positions are proposed to be funded by this award. Position titles in the narrative and budget must match those in the organization chart. The organization chart must include all organizational units supervised by positions included in this narrative.

Attachment
14028_0_298_Stop Grant ORG.jpg

D. Training Attendance (2 points)

- i. Please list training attended in the last year by key applicant staff specific to domestic violence (DV), sexual assault (SA), dating violence (DA-V) or stalking (S).

Staff name	Position	Training title	Was training in person or online?	What topics were covered by training? (DV, SA, DA-V, S)	Length of training (hours)
Jeremiah Wonnacott	Detective	LE Response to Domestic Violence	Person	DV	8
Jeremiah Wonnacott	Detective	LE Response to Stalking	Person	S	4
Jeremiah Wonnacott	Detective	High Point Observation	Person	DV	16
Jeremiah Wonnacott	Detective	Non Fatal Strangulation	Person	DV, DA-V	4

8 Program Implementation: All Applicants (54 points total)

A. Demographics (1 point) - Click "Show Instructions" for full question details

Lansing, City of (est. 1859)
Size-39.8 sq. miles
County-Ingham
population-117,000
Median Age-32.7
Median Income-\$40,160
Racial Make Up:

- White-52.5%
- Black-21.3
- Hispanic-12.7%

- Asian-5.6%
- Two or more-6.6%
- Other-0.4%
- American Indian-0.3%

Source:<http://www.city-data.com/city/Lansing-Michigan.html>

B. Description of Need (12 points total)

i. Identify the problem(s) to be addressed. (4 points)

The Lansing Police Department has a historical pattern of high levels of aggravated and felonious assaults. Since 2015, LPD has experienced significant increases in domestic related charges up to and including a 125.7% increase in simple assaults. These high numbers exist despite the current efforts with partners such as EVE and CARE as well as the partnership programs outlined such as DART and CASART. The strategy outlined in this proposal is different in the sense it relies on the existing partnerships with victim/survivors to prioritize their safety but also adds a hyper focus on the offender noting the fact many offenders are repeat offenders and the fact many offenders are placed on some type of supervision with restrictions but not always held accountable for violations due mainly to case volume and lack of resources. This proposal, using focused deterrence, an identified tiered system, a partnership with supervision and a specialized court, seeks to center efforts around the offender. This includes a focus on the domestic violence offense as well as maintaining an awareness of other criminal violations associated to the offender. In the focused deterrence model, these levels of offender accountability are referred to as "pulling levers." They assure an offender is aware their status is being monitored in hopes of preventing future incidents.

USE THE STOP PRIORITIES

ii. State the need for the project within the proposed geographic service area. (4 points)

The Lansing Police Department has a historical pattern of high levels of aggravated and felonious assaults. Since 2015, LPD has experienced significant increases in domestic related charges up to and including a 125.7% increase in simple assaults. These high numbers exist despite the current efforts with partners such as EVE and CARE as well as the partnership programs outlined such as DART and CASART. The past attempts do show the partnerships exists and the cooperative efforts exist. The specific personnel involved shows the agencies are putting qualified people in place and committing the funds to keeping them trained.

iii. How does your proposed project plan to meet the needs identified above? (4 points)

The strategy outlined in this proposal is different in the sense it relies on the existing partnerships with EVE and CARE to prioritize victim/survivor safety but also adds a hyper focus on the offender, noting the fact many offenders are repeat offenders and the fact many offenders are placed on some type of supervision with restrictions but not always held accountable for violations due mainly to case volume and lack of resources. This proposal, using focused deterrence, an identified tiered system, a partnership with supervision and a specialized court, seeks to base efforts around the offender. This includes a focus on the domestic violence offense as well as maintaining an awareness of other criminal violations associated to the offender. In the focused deterrence model, these levels of offender accountability are referred to as "pulling levers." They assure an offender is aware their status is being monitored in hopes of preventing future incidents. This plan will meet the needs of the model proposed because it identifies a specific officer, specific prosecutors, a specific probation agent as well as a court to allow for prioritization. The overall goal is to avoid this group from dealing with the high volumes of incidents, cases and caseloads so a focus is placed on the most frequent and prolific offenders which can account for repetitive incidents.

C. Provision and Impact of Services (26 points total)

i. Identify project goal(s). (10 points)

Project Goals:

- Implement a Focused Deterrence model for Domestic Violence Offenders
- Create a three tiered offender/incident system to address victim safety, repeat offenders
- Intensify offender post conviction efforts

Project Outcomes

- Reduce incidents of domestic violence specifically IPV events
- Eliminate or reduce incidents of domestic (IPV) homicide
- Reduce offender recidivism through increased supervision
- Introduce High Point Model of offender focused investigations

ii. Outline the specific activity(ies) to accomplish each of the identified goals. (8 points)

Project Goals:

- Implement a Focused Deterrence model for Domestic Violence Offenders
 - Add one (1) investigator position assigned specifically to IPV incidents with an increased responsibility to offender lethality assessment and offender history
 - Introduce the High Point IPV model into investigations which identify offenders based on an assessment
- Create a three tiered offender/incident system to address victim safety, repeat offenders
 - Add one (1) prosecutor as part of a three (3) person Domestic IPV Unit to operate in the District's specialty Domestic Court. A tiered system uses prior history and lethality assessments to identify the appropriate tier which correlates to a investigation, prosecution, specialty court and supervision strategy.
- Intensify investigation's offender pre-trial and post conviction efforts
 - Research lethality factors present.
 - Utilize previous history to identify appropriate deterrence model.
 - Dedicated time for deeper, more comprehensive investigation.
 - Monitor pre-trial behavior for inculpatory statements, violations of bond or protection orders and additional criminal activities.
 - Conduct more frequent face-to-face supervision efforts to include contact at residence and work for compliance.

iii. Outline who will be responsible to complete each task/activity and provide a timeline of when each task will be accomplished. (8 points)

Project Goals:

- Implement a Focused Deterrence model for Domestic Violence Offenders
 - Add one (1) investigator position assigned specifically to IPV incidents with an increased responsibility to offender lethality assessment and offender history (Law Enforcement; first 3 months)
 - Introduce the High Point IPV model into investigations which identify offenders based on an assessment (Law Enforcement and Prosecutor; first 3 months)
- Create a three tiered offender/incident system to address victim safety, repeat offenders
 - Add one (1) prosecutor as part of a three (3) person Domestic IPV Unit to operate in the District's specialty Domestic Court. A tiered system uses prior history and lethality assessments to identify the appropriate tier which correlates to a investigation, prosecution, specialty court and supervision strategy.(Prosecutor)
- Intensify investigation's offender pre-trial and post conviction efforts (Law Enforcement; immediately)
 - Research lethality factors present. (Law Enforcement and victim services)
 - Utilize previous history to identify appropriate deterrence model. (Law Enforcement; immediately)
 - Dedicated time for deeper, more comprehensive investigation. (Law Enforcement; immediately)
 - Monitor pre-trial behavior for inculpatory statements, violations of bond or protection orders and additional criminal activities. (Law Enforcement; immediately)
 - Conduct more frequent face-to-face supervision efforts to include contact at residence and work for

compliance. (Law Enforcement and Probation; immediately)

D. Victim-Centered Response (5 points) - Click "Show Instructions" for full question details

The Capital Area Response Effort or CARE (letter of support) and End Violent Encounters (EVE) are both victim centered services which exist to work with police and prosecution in unison beginning immediately after a domestic IPV incident. Immediately after the incident, the victim centered approach will begin assessing the specific threats to the victim by identifying lethality factors in person such as previous history of police reports as well as unreported incidents, the abuse of controlled substances, the presence or threat of weapons and social stability factors such as children, employment and family.

The victim centered approach starts immediately after the incident but continues through the criminal process and includes assistance with orders of protections, financial assistance for housing or security, transportation, permanent housing options, counseling and keeping the victim informed on the status of their incident as well as the offender. This lethality assessment would be incorporated for prioritizing investigation and prosecution to ensure victim safety is the top priority.

E. Offender-Focused Approach (5 points) - Click "Show Instructions" for full question details

Both the prosecutor and law enforcement seek to introduce a Focused Deterrence model similar to the model referred to as High Point. In this model, as with other Focused Deterrence models, the offender plays an increased role in the manner in which the incident is investigated and prosecuted. For Law Enforcement, repeat offenders and serious injury incidents take a top priority. These incidents are investigated more thoroughly (prioritized) to develop more inculpatory evidence and stronger prosecutions. This can include canvassing for additional witnesses, re-interviewing associated parties and monitoring the offender's communication for new statements. Supervision also plays a heightened role in a Focused Deterrence model. Here, law enforcement and supervisory agents begin monitoring the offender at the pre-trial phase; paying close attention to the strict guidelines set by judges and magistrates relating to the offense, such as bond conditional release conditions, orders of protection and attempts to intervene in a successful prosecution. In situations where there is post-conviction supervision, law enforcement and probation agents will work together to conduct more frequent in-person, off-site checks to include visits to the offender's residence. In addition to contacts, another part of pre-trial and post-conviction efforts includes a concept referred to as "pulling levers." A lever is represented by all the partnerships that exist in government. Pulling a lever can consist of making sure outside agencies with charges have strong cases for prosecution and are monitoring the individual for criminal activities unrelated to the IPV incident. The message to the offender is we are one group, we are watching and the focus is on making sure there is compliance and change for the better.

F. Measurement of Success (5 points) - Click "Show Instructions" for full question details

Measuring success

The investigator and prosecutor will use a spreadsheet to track offenders identified for investigation and prosecution. Some of the specifics tracked will include but are not limited to whether the prosecution was successful, what post conviction sanctions were given, additional investigation efforts completed relating to the incident, incidents of increased supervision, pre-trial and post conviction violations and whether the offender re-offended.

By reviewing the measured categories related to law enforcement, prosecutors and supervision, the goal is to develop a pattern of actions which produces the highest likelihood of achieving the goals of decreased incidents, decreased homicides and less recidivism. The measures will serve as a "formula" which can be constantly evaluated for the development of a best practice.

Overall, the focused deterrence model is designed to address specific offenders and incidents but the program will track whether the existence of the program effects the overall number of incidents. With the exponential growth of incidents since 2015, slowing the increase would be seen as a success and part of a long term strategy for reducing IPV incidents.

9 Program Implementation: Law Enforcement Applicants Only (6 points total)

A. Current and Proposed Employment (1 point) [Law Enforcement only]

- i. Please note in the table below how many full-time (FT) and part-time (PT) officers you have, and your proposed staffing levels if your application is successful.

Current number of FT officers	Current number of PT officers	Proposed number of FT officers	Proposed number of PT officers
203	0	203	0

B. Recent Incidents and Arrests (1 point) [Law Enforcement only]

- i. Provide the number of incidents and arrests made in 2017 and 2018.

a.

Number of Incidents	Domestic Violence	Sexual Assault (CSC 1-4)	Stalking
2017	1,479	18	35
2018	1,925	30	23

b.

Number of Arrests	Domestic Violence	Sexual Assault (CSC 1-4)	Stalking
2017	787	5	26
2018	1,101	6	11

C. Officers Dedicated to Addressing Violent Crimes Against Women (1 point) [Law Enforcement only]

- i. How many officers are dedicated exclusively to investigate, domestic violence, sexual assault and stalking crimes against victims 11 years and older?

Domestic Violence	Sexual Assault (CSC 1-4)	Stalking
2	1	0

D. Sexual Assault Kit Tracking System - Click "Show Instructions" for full question information [Law Enforcement only]

The Lansing Police Department currently uses the Track-kit system.

10 Program Implementation: Prosecutor Applicants Only (6 points total)

A. Current and Proposed Staffing Levels (1 point) [Prosecutor only]

- i. How many full-time (FT) and part-time (PT) prosecutors does your office currently have, and how many do you propose to have if your application is successful?

Current number of FT prosecutors	Current number of PT prosecutors	Proposed number of FT prosecutors	Proposed number of PT prosecutors

B. Recent Cases Received, Accepted, Declined (1 point)[Prosecutor only]

- i. List the number of domestic violence (DV) and Sexual Assault (SA) CSC 1-4 and stalking cases received, number of cases accepted for prosecution and number of cases declined in 2017 and 2018.

a.

Number of Cases Received	DV	SA	Stalking
2017			
2018			

b.

Number of Cases Accepted	DV	SA	Stalking
2017			
2018			

c.

Number of Cases Declined	DV	SA	Stalking
2017			
2018			

C. Staff Dedicated to Prosecuting Violence Against Women (1 point)[Prosecutor only]

- i. Enter the number of currently employed prosecutors and investigator(s) for domestic violence, sexual assault (teen and adult), dating violence and stalking cases?

Staff Type	Domestic Violence	Sexual Assault (CSC 1-4)	Stalking
Prosecutors			
Investigators			

D. Intake and Workflow of Sexual Assault and Domestic Violence Cases (3 points) - Click "Show Instructions" for full question information[Prosecutor only]

11 Budget Narrative (10 points) - Click "Show Instructions" for full question details

This grant request seeks to fund one (1) dedicated detective for the Stop Violence Against Women partnership between the police, prosecutors and outreach services. The Lansing Police Department seeks the funding for the 9 month program period. This request includes the cost of one (1) detective which equates to an annual salary of \$72,030.08 and an annual fringe rate of \$76,179.35 for a total annual cost of \$148,209.75. When is amount is calculated for a 9 month, the total salary and fringe equals \$111,156.82.

Using the grant match requirement and the formula to calculate the cost of the program:

$\$111,156.82 / 75\% = \$148,209.09$

$\$148,209.09 \times 25\% = \$37,052.27$

The Lansing Police Department is not requesting funds for any other aspect of this funded position or job duties. Please refer to the Ingham County Prosecutor's application for their grant fund requests.

Work Plan

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12 Work Plan

- Objective :** • Implement a Focused Deterrence model for Domestic Violence Offenders
- Activity :** o Add one (1) investigator position assigned specifically to IPV incidents with an increased responsibility to offender lethality assessment and offender history
o Introduce the High Point IPV model into investigations which identify offenders based on an assessment
- Responsible Staff :** Capt. Rob Backus
- Date Range :** 01/01/2020 - 09/30/2020
- Expected Outcome :** Prioritizing cases based on offenders and lethality assessments for most intense prosecution and supervision
- Measurement :** Incident conviction records, supervision tracking and specific successful investigative efforts
-
- Objective :** • Create a three tiered offender/incident system to address victim safety, repeat offenders
- Activity :** Add one (1) prosecutor as part of a three (3) person Domestic IPV Unit to operate in the District's specialty Domestic Court. A tiered system uses prior history and lethality assessments to identify the appropriate tier which correlates to a investigation, prosecution, specialty court and supervision strategy.
- Responsible Staff :** APA Alysh Gallagher
- Date Range :** 01/01/2020 - 09/30/2020
- Expected Outcome :** A Domestic Violence Unit which reviews cases and determines which court is appropriate (specialty DV court or vertical prosecution)
- Measurement :** Conviction success rate. Recidivism of offenders
-
- Objective :** • Intensify offender pre-trial and post-conviction efforts
- Activity :** Research lethality factors present.
Utilize previous history to identify appropriate deterrence model.
o Dedicated time for deeper, more comprehensive investigation.
o Monitor pre-trial behavior for inculpatory statements, violations of bond or protection orders and additional criminal activities.
o Conduct more frequent face-to-face supervision efforts to include contact at residence and work for compliance.
- Responsible Staff :** Capt Rob Backus
- Date Range :** 01/01/2020 - 09/30/2020
- Expected Outcome :** The supervision will result in initial violations and less violations for individual moving forward once exposed to focused deterrence methods resulting in less recidivism
- Measurement :** Number of home visits
number of pre-trial and post-conviction violations

Budget Detail for STOP Violence Against Women Grant - 2020
Agency: Lansing City
Application: STOP Violence Against Women Grant - 2020

11/11/2019

Budget

FOR OFFICE USE ONLY: Version # _____ APP # _____									
	Line Item	Qty	Rate	Units	UOM	Total	Amount	Cash	Inkind
DIRECT EXPENSES									
Program Expenses									
1	Salary & Wages								
	Principle Investigator Notes : 9 month salary and fringe=111,158 25% match=\$37,053 Wage-54,023 / .75=72,031 72,031 x .25=18008 (local match) 54,023-18008=36015 (state funds) This position is the law enforcement detective	1.0000	54023.000	0.000	FTE	54,023.00	36,015.00	18,008.00	0.00
2	Fringe Benefits	Attachment : Budget Plan.pdf							
	All Composite Rate Notes : 9 month salary and fringe=111,158 25% match=\$37,053 Fringe-57,135 / .75=76,180 76,180 x .25=19045 (local match) 57,135-19045=38090 (state funds) Law Enforcement Investigator	0.0000	105.760	54023.000		57,135.00	38,090.00	19,045.00	0.00

Budget Detail for STOP Violence Against Women Grant - 2020
Agency: Lansing City
Application: STOP Violence Against Women Grant - 2020

11/11/2019

	Line Item	Qty	Rate	Units	UOM	Total	Amount	Cash	Inkind
3	Occupancy								
4	Communication								
5	Supplies								
6	Equipment								
7	Transportation								
8	Contractual								
9	Specific Assistance								
10	Miscellaneous								
Total Program Expenses						111,158.00	74,105.00	37,053.00	0.00
TOTAL DIRECT EXPENSES						111,158.00	74,105.00	37,053.00	0.00
INDIRECT EXPENSES									
Indirect Costs									
1	Indirect Costs								
Total Indirect Costs						0.00	0.00	0.00	0.00
TOTAL INDIRECT EXPENSES						0.00	0.00	0.00	0.00
TOTAL EXPENDITURES						111,158.00	74,105.00	37,053.00	0.00

Budget Summary for STOP Violence Against Women Grant - 2020
Agency: Lansing City
Application: STOP Violence Against Women Grant - 2020

11/11/2019

	Category	Total	Amount	Cash	Inkind	Narrative
DIRECT EXPENSES						
Program Expenses						
1	Salary & Wages	54,023.00	36,015.00	18,008.00	0.00	
2	Fringe Benefits	57,135.00	38,090.00	19,045.00	0.00	
3	Occupancy	0.00	0.00	0.00	0.00	
4	Communication	0.00	0.00	0.00	0.00	
5	Supplies	0.00	0.00	0.00	0.00	
6	Equipment	0.00	0.00	0.00	0.00	
7	Transportation	0.00	0.00	0.00	0.00	
8	Contractual	0.00	0.00	0.00	0.00	
9	Specific Assistance	0.00	0.00	0.00	0.00	
10	Miscellaneous	0.00	0.00	0.00	0.00	
Total Program Expenses		111,158.00	74,105.00	37,053.00	0.00	
TOTAL DIRECT EXPENSES		111,158.00	74,105.00	37,053.00	0.00	
INDIRECT EXPENSES						
Indirect Costs						
1	Indirect Costs	0.00	0.00	0.00	0.00	
Total Indirect Costs		0.00	0.00	0.00	0.00	
TOTAL INDIRECT EXPENSES		0.00	0.00	0.00	0.00	
TOTAL EXPENDITURES		111,158.00	74,105.00	37,053.00	0.00	

Source of Funds

	Category	Total	Amount	Cash	Inkind	Narrative
1	Source of Funds					

Budget Summary for STOP Violence Against Women Grant - 2020
 Agency: Lansing City
 Application: STOP Violence Against Women Grant - 2020

11/11/2019

	Fees and Collections	0.00	0.00	0.00	0.00	
	State Agreement	74,105.00	74,105.00	0.00	0.00	
	Local	37,053.00	0.00	37,053.00	0.00	
	Federal	0.00	0.00	0.00	0.00	
	Other	0.00	0.00	0.00	0.00	
	Total Source of Funds	111,158.00	74,105.00	37,053.00	0.00	
	Totals	111,158.00	74,105.00	37,053.00	0.00	

Miscellaneous

FOR OFFICE USE ONLY:

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16 Supporting documentation, if required

Attachment Title	Attachment
Draft MOU to be signed and uploaded by partner Ingham County Prosecutor	14003_0_664_Revised MOU - draft copy.docx
Draft with data showing incident increases	14003_1_934_STOP Grant Investigator 2nd draft.docx
DV statistics	399_LPD stats coded domestic violence.pdf
IPV statistics	74_LPD stats coded IPV.pdf

Attachments Index

FOR OFFICE USE ONLY:	Version # _____	APP # _____
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#	Section	Title	File Name
1	Narrative	935_STOP Grant LPD_ICPO Letter of Support.pdf	14017_0_935_STOP Grant LPD_ICPO Letter of Support.pdf
2	Narrative	440_STOP grant signed MOU 2020.pdf	14017_1_440_STOP grant signed MOU 2020.pdf
3	Narrative	99_600.35 Domestic Violence.pdf	14024_0_99_600.35 Domestic Violence.pdf
4	Narrative	614_CrimeVictimsFinalRevisionJune27pm.pdf	14024_1_614_CrimeVictimsFinalRevisionJune27pm.pdf
5	Narrative	371_600.38 Victim Advocacy Program.pdf	14024_2_371_600.38 Victim Advocacy Program.pdf
6	Narrative	771_STOP grant Job Duties.pdf	14026_0_771_STOP grant Job Duties.pdf
7	Narrative	298_Stop Grant ORG.jpg	14028_0_298_Stop Grant ORG.jpg
8	Budget Detail	Fringe Benefits	Budget Plan.pdf
9	Miscellaneous	664_Revised MOU - draft copy.docx	14003_0_664_Revised MOU - draft copy.docx
10	Miscellaneous	934_STOP Grant Investigator 2nd draft.docx	14003_1_934_STOP Grant Investigator 2nd draft.docx
11	Miscellaneous	399_LPD stats coded domestic violence.pdf	14003_2_399_LPD stats coded domestic violence.pdf
12	Miscellaneous	74_LPD stats coded IPV.pdf	14003_3_74_LPD stats coded IPV.pdf



Capital Area Response Effort (CARE) Program
2500 S. Washington Lansing, MI 48910
Phone: (517) 272-7436
Fax: (517) 483-6829

November 1, 2019

Dear The Michigan Department of Health and Human Services,

Capital Area Response Effort (CARE) enthusiastically supports the STOP Violence Against Women grant application submitted by the Ingham County Prosecutor's Office and the Lansing Police Department. As a post-arrest response team for domestic violence, CARE is committed to providing support and advocacy for victims following calls to the police. We believe this project will increase the safety of victims of domestic violence in Ingham County, and work to continue holding offenders accountable.

The funds secured through this grant will help us improve our community response to domestic violence. Ingham County seeks to expand and strengthen the coordinated approach to victim advocacy that exists between local law enforcement, prosecutors, and victim service providers. As a victim service provider, the CARE Program works together with the detectives from the Lansing Police Department to provide advocacy during an investigation such as accompaniment during victim interviews, and also works to enhance communication between the victim and investigators. We recognize that the specialty services performed by domestic violence detectives are invaluable to both the prosecution of offenders and the safety of victims and that this project will increase and/or strengthen those services. Furthermore, the CARE Program will continue to assist the Ingham County Prosecutor's office in their efforts to reduce violent crimes against women by providing information and support to victims before, during, and after court hearings. Bolstering these efforts is absolutely essential to creating a more effective approach to advocacy and system response.

As a community based domestic violence program in Ingham County, we are committed to advancing this multidisciplinary approach to system response. This funding will help us develop strong partnerships between these agencies and implement comprehensive coordinated strategies that are victim-centered, trauma-informed, and that hold offenders accountable for their actions. We believe that successful implementation of this project will create lasting change in this community and we offer all necessary support in doing so.

Sincerely,

Rosalind Arch
Program Coordinator

Focused Deterrence for Domestic Violence Offenders - Lansing Memorandum of Understanding

Between the

Lansing Police Department, Ingham County Prosecuting Attorney, and End Violent Encounters (EVE).

The Lansing Police Department, Ingham County Prosecuting Attorney, and End Violent Encounters (EVE) have a demonstrated and lengthy history of successful partnership and collaboration. Since 2000, these agencies have been partners in the Coordinated Community Response (CCR) known currently as Capitol Area Domestic and Sexual Violence Coordinating Council. They have been partners in CASART (Capital Area Sexual Assault Response Team) since 2007.

The Lansing Police Department and Ingham County Prosecutor's Office propose to enter a newly-formed consortium, titled Focused Deterrence for Domestic Violence Offenders. End Violent Encounters would serve as a partner victim service agency, providing services such as PPO support, shelter, and counseling for victims/survivors of domestic violence.

Lansing Police Department would add an Investigator to assist the Ingham County Prosecutor's Office in the investigation and prosecution of domestic violence cases and to provide individual attention to each particular case.

The expanded services available under this new investigator position would allow the consortium to reduce recidivism through a collaborative effort of the Lansing Police, Ingham County Prosecutor's Office, End Violent Encounters, Capitol Area Response Effort, and the 54-A District Court and its new specialized Domestic Violence Court.

From 2001-2012, Lansing Police, Ingham County Prosecutor's Office, 54-A District Court, and EVE formed a collaborative partnership called DART (Domestic Assault Response Team). DART provided additional individualized attention to domestic violence cases throughout the system – from an arrest all the way through to the completion of an offender's probationary sentence. Under DART, we saw that successful prosecutions increased as victims had improved services throughout the system. This proposed project does involve innovations developed since the inception of DART, but the principle of providing particularized attention to domestic violence has remained consistent.

Lansing Police will work in conjunction with the 54-A Probation Department doing house checks on victims and making sure the accused is not in violation of any court orders while their case is pending. This is an expanded level of service above and beyond what's currently available.

Under this project, Lansing Police would be able to newly provide particularized attention to cases of Aggravated Domestic Assault as well as second-offense DV assaults. The Investigator would review jail phone calls of the offender, especially those in which a victim was contacted. The Investigator would work to target those offenders who had existing warrants in the criminal justice system, to ensure they could face timely sanctions and consequences for their domestic violence conduct. The Investigator would work with the STOP-funded PPO Office in the downtown Lansing Circuit Courthouse, to ensure filings of PPOs as well as to coordinate other victim services.

Lansing Police would score “lethality assessments” for IPV offenders and provide these scores to partner agencies. Domestic violence lethality is a major concern for the City of Lansing; in the last three years, 14 domestic violence homicides have been committed in Lansing. By providing early intervention and assessments in cases of domestic violence, police hope and plan to hold offenders accountable and prevent future instances of domestic violence homicide.

Lansing Police, Ingham County Prosecutor’s Office, EVE, Capitol Area Response Effort (CARE), 54-A District Court, and numerous additional partner agencies currently participate in the Ingham County Domestic Violence Fatality Review Team. While the proposed grant-funded activities involve new and expanded programming, the collaborations involved in developing and administering this Team will greatly benefit the Focused Deterrence project in its goal of preventing future domestic violence homicides.

Ingham County Prosecutor’s Office would add a new Assistant Prosecuting Attorney (APA) to prosecute cases of domestic violence and would be able to move to a three-person prosecution unit for domestic violence cases. This would allow the prosecution to have one APA dedicated to the new 54-A District Court specialized Domestic Violence Court under Judge Cynthia Ward.

The Prosecutor would also be able to assign a newly-funded position to cases that involve offenders who are facing their second or third charge of Intimate Partner Violence (IPV), or for a violation of prohibited behavior which resulted in Tier 3 notification.

Further, the Prosecutor’s Office would be able to assign a full-time prosecutor to handle vertical prosecutions of “Tier 1” offenders (those with the highest-level of risk, such as offenders with four or more previous IPV-related charge, and/or a history of weapons/strangulation).

End Violent Encounters (EVE) will work to provide services to victims of crime in accordance with its mission of providing support to victims of domestic violence – including shelter services, counseling, advocacy, partner with Lansing Police and Ingham County Prosecutor’s Office on the development of plans and policies to target offenders using the High Point model.

EVE is applying for a continuation of STOP grant funding to provide Personal Protection Order services to the victims of domestic violence, dating violence, stalking, and sexual assault – by assisting victim/survivors with counseling, referrals, assistance in completing forms, detailing statements, and documenting injuries. EVE plays a vital role in the court process, and has over 40 years of institutional expertise in serving the victims and survivors of domestic violence.

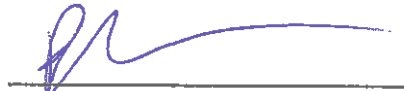
Ingham County Prosecutor’s Office, Lansing Police Department, and End Violent Encounters enter into this MOU agreement to provide grant-funded services in the City of Lansing, to provide a coordinated, multidisciplinary approach to victim advocacy and system response to violent crimes against women, providing a victim-centered, offender-focused, and trauma informed approach to these cases.



Daryl Green
Chief, Lansing Police Department



Carol A. Siemon
Ingham County Prosecuting Attorney



Brigitte Gurden
Executive Director, End Violent Encounters (EVE)



Lansing Police Department Manual

Mike Yankowski, Chief of Police

600.35 — DOMESTIC VIOLENCE

Operational Procedure

Effective Date: 07/2014

Rescinds: 03/2005

PURPOSE

The purpose of this procedure is to establish guidelines for responding to domestic violence calls and violations of Injunctive Orders, Personal Protection Orders (PPO), and Domestic-Related Peace Bonds. The Lansing Police Department (LPD) has a pro-arrest policy regarding domestic violence crimes and the violation of these court orders.

DOMESTIC VIOLENCE

- Domestic Violence is an assault where the victim in an assault satisfies any of the following:
 - o Is the spouse or former spouse of the accused?
 - o Is in or formerly was in a dating relationship with the accused, which is defined as "frequent, intimate associations primarily characterized by the expectation of affectional involvement."
 - o Has a child in common with the accused.
 - o Was a resident or former resident of the same household as the accused.
- Grounds for Arrest
 - o Officers should arrest an individual for domestic violence if the officer has reasonable suspicion/probable cause to believe a domestic violence has occurred and the individual was the perpetrator. Officers should articulate in their report what specific factors lead to this belief.
 - o A victim's statements, if credible, are by themselves sufficient grounds for an arrest. No physical corroborating evidence or documentation is necessary, although physical evidence or documentation may also support the arrest and should be noted in the officers' report.
- Irrelevant Factors
 - o The following factors are irrelevant in determining whether reasonable suspicion/probable cause exists:
 - o Whether or not the victim has obtained or requested a PPO.
 - o Wishes of anyone, including the victim, concerning arrest or prosecution.
 - o Pledges of prosecution by the victim.
 - o Claims by anyone the violence will stop.
 - o Financial consequences of the arrest.
 - o The race, gender, religion, ethnic origin, social class, sexual orientation, education, or occupation of either party.

- Grounds for Not Making an Arrest

- o The following factors may justify an officer not making an arrest when responding to a domestic violence call:
- o Inability to locate the accused.
- o Inability to arrest due to other legal limitations (i.e. the accused is in a third party residence and lawful consent to enter is denied).
- o Some sort of physical disability makes custody impractical and a supervisor approves an arrest not be made.
- o The officer believes the accused was acting in lawful self-defense or defense of another individual.
- o The significant passage of time (over 24 hours) between the incident and when a report is made.

NOTE: Even after the significant passage of time, an arrest can still be justified, especially if the alleged incident was serious and/or the victim remains vulnerable if an arrest is not made.

- o If an arrest is not made, officers will document the reasons for not making an arrest in their incident reports.

- Disposition of Persons Arrested for Domestic Violence

- o Persons who are arrested for domestic violence will not be released until he/she can be arraigned or have an interim bond set by a judge or magistrate. Any court-ordered bond conditions will be immediately entered into Law Enforcement Information Network (LEIN).

- Dual arrests and cross-complaints will not occur without supervisor authorization.

DOMESTIC DISPUTE INVESTIGATION: VICTIM'S RIGHTS

- All victims in a domestic violence incident will be provided with a copy of the Victim Rights Notice Form. Officers will enter their name and badge number at the top of the form before providing it to a victim.
- Officers will determine if the victims require emergency assistance, including but not limited to:
 - o Medical care
 - o Transportation to a shelter
 - o Continued law enforcement presence at the scene
- When an arrest is made for domestic violence involving intimate partners, officers will request the assistance of the Capital Area Response Effort (CARE) and will provide the Ingham County 911 Center with the victim's information and the complaint number.
- In cases where an arrest is not made and the victim is in a secure environment or facility, such as a hospital, shelter or police facility, CARE will be contacted.
- Domestic violence victims may request they be notified if an arrest is made or if a person is arrested, and are directed to contact the Detention Unit if they wish to be so notified. At the victim's request, Detention Unit personnel will be responsible for notifying the victim of an arrest or of the release of someone who has been arrested.

- If the officer at the scene of a verbal domestic dispute determines there is no basis for an arrest and neither party will leave, no one rightfully and legally on the premises can be forced to leave. In addition, the officer will:
 - o Make a reasonable attempt to ensure temporary separation of the parties to prevent any harm.
 - o Stand by while one of the parties makes arrangements necessary to leave the scene, if the threat of violence is imminent.
 - o Offer to provide the person safe escort from the scene.
 - o Complete Section A of the LPD Domestic Relationship Incident Report Form on all dispatched domestic calls for service, regardless of whether a domestic assault occurred. The LPD Domestic Relationship Incident Report Form Section A will be completed and turned in by the end of the officer's shift, unless given an extension by a supervisor.

INJUNCTIVE ORDERS/PPO/PEACE BONDS

- Definitions
 - o **Injunctive Orders** are orders from a court prohibiting certain specific actions by a person that are usually issued regarding an ongoing court proceeding.
 - o **PPO's** are orders from a court prohibiting certain specific actions by a person that are usually issued as part of a stand-alone proceeding by the court.
 - o **Peace Bonds** are orders from a court requiring persons to keep the peace.
- Arrest for violation of an Injunctive Order. Officers may arrest a person for violating an injunctive order if all of the following exist:
 - o The injunctive order is a preliminary injunctive order, domestic violence injunction, or anti-stalking injunction.
 - o The order has been properly served and a true copy and proof of service has been filed (this will usually be noted in LEIN).
 - o The person has violated the order by committing one or more acts specified in the order.
 - o The order itself states violations are subject to immediate arrest and criminal penalties.
- Arrest for violation of a PPO. Officers may arrest a person for violating a PPO if all of the following exist:
 - o The PPO was issued and the person named in the PPO was served (will usually be noted in LEIN).
 - o The person has violated the PPO by committing one or more acts specified in the order.
 - o The PPO itself states violations are subject to immediate arrest and criminal penalties.
 - o The PPO itself states the law enforcement agency responsible for entry into LEIN and the expiration date.

- Arrest for violation of a Peace Bond

- o An officer may arrest a person for violating a peace bond if the officer determines the peace bond is valid and is the only available option to resolve a potential domestic disturbance.

NOTE: Peace Bonds are rarely used and the validity may be difficult to determine and verify without communicating with the issuing judge or court clerk.

- Foreign PPOs

- o PPO's issued by non-Michigan courts from other U.S. states and territories are afforded full faith and credit and are enforceable.

NOTE: Custody and support provisions are not subject to enforcement.

- PPO Enforcement Procedure:

- o Officers investigating a violation of a PPO will:
- o Serve the individual restrained or enjoined with a true copy of the order, if the individual has not yet been served, by advising the person subject to the PPO of
 - existence of the PPO,
 - specific conduct prohibited,
 - penalties for violation, and
 - where a copy of the PPO can be obtained (if the PPO is not served).
- o If a person subject to a PPO has not yet been served, the person will be given an opportunity to comply before an arrest is made. Failure to immediately comply is grounds for an immediate arrest. This does not preclude arrest for other criminal acts, including the crime of domestic violence.
- o Immediately enter or cause to be entered into LEIN confirmation the person subject to the PPO has been served and given actual notice.
- o Notify, through LEIN, the law enforcement agency named in the order as responsible for the entry of service, and document in the written report the person subject to the PPO was served or advised and the entering agency was notified.

REPORT REQUIREMENTS

- In all cases of reported, identifiable domestic violence, regardless of whether or not an arrest is made, the officer will complete the LPD Domestic Relationship Incident Report Form and any necessary supplemental report(s).
 - o For misdemeanor domestic assaults, the report will be written utilizing file code 1313 and the domestic (DOM) statute enhancer must be checked.
 - o If there is probable cause to believe a felony crime has been committed in a domestic assault situation, the report will be written under the appropriate file code (e.g., Felonious Assault, Home Invasion, Assault with Intent to Murder, Arson, Kidnapping, Robbery, etc.).
 - o In all cases where the victim and accused have a domestic relationship, the officer's report will include the Domestic Relationship Incident Report Form (i.e., PPO Violation, Harassing Telephone Calls, MDOP, etc.).

- Officers will assure the service requirements (See lines 156-162) have been fulfilled and noted if an incident report is completed
 - In all cases where an arrest is not made, the officer's report will document the reasons for not making the arrest.
 - In addition to an investigative report, a Domestic Relationship Incident Report Form will be completed for all domestic assault incidents. Officers will also be required to complete a narrative report for the incident. Information documented on the worksheet need not be duplicated in the narrative unless additional explanation is necessary.
 - A copy of the completed domestic violence report and the Domestic Relationship Incident Report Form will be filed with the Prosecutor's Office within forty-eight (48) hours after the dispute or incident is reported.
 - In domestic abuse situations where minor children were witnesses to violence within the household, the reporting officer will notify the Family Independence Agency (FIA) and ensure they receive a copy of the report.
 - Arrests involving Injunctive Orders and Peace Bonds, utilize file code 5070-Injunctive Order Violation (URR). PPO violation/arrest reports should be written utilizing file code 5070-A -Obstructing Court Order. After being reviewed by a command officer, a copy of these reports for the court will be left with Detention Unit personnel if an arrest was made.
 - PPO violation reports for which no physical arrest was made should be written utilizing file code 5070-A -Obstructing Court Order. Supervisors will review these reports and route them to appropriate locations. PPO, Injunctive Order, and Peace Bond violation reports should be forwarded to the Detention Unit after a command officer has reviewed them. The Court Officer will ensure the reports are faxed to the appropriate location (i.e., PPO report to the PPO Office, other reports to the Prosecutor's Office and issuing judge).
 - When the District Court holds a Conditional Bond Release (PA-53), officers will complete the following:
 - o For arrest and non-arrest situations, the arresting officer will complete a Complaint of Violation of Conditional Release form and obtain a complaint number using file code 5013-Violation of Bail Conditions describing all circumstances surrounding the Conditional Bond Release violation and/or arrest.
 - o Ensure the report form is given to the on duty Detention supervisor when an arrest is made. When no arrest is made, the report will be reviewed by a command officer and forwarded to the Detention Unit. The Detention Unit supervisor will ensure copies of the report are forwarded to the court officer. In all cases, the Court Officer will forward a copy of the report to the Prosecutor's Office and issuing judge.
- NOTE:** The PPO Office has no need for PA-53 violation reports.
- o If the arrested subject is to be arraigned, ensure the court copy of the written report accompanies the subject to the arraignment.
 - When the subject of a Conditional Bond Release has been bound over to Circuit Court, and the court cannot be contacted within 24 hours of the arrest, the Detention Section Court Services Unit personnel will contact the District Court arraigning judge and forward a copy of the written report to the District Court and issuing judge.
 - All reports will be sent to the CARE queue in RMS.

POLICE INCIDENT NUMBER

OFFICER(S)/BADGE(S)

- For your case to be investigated, a Detective at the Lansing Police Department Operations Center, 5815 Wise Road, will need to talk to you. Your follow up date to meet with a Detective is

between the hours of 08:30 – 11:00 am. Questions may be directed to (517) 483-6679.

- You may request a copy of the incident report for your case by contacting the Lansing Police Department Central Records at (517) 483-4680.

RESOURCES

Victims Rights/Domestic Violence Unit
(517) 483-6256 or (517) 483-6259

Capitol Area Response Effort
Crisis Response and Follow-Up Services to Victims of Domestic Violence
2500 S. Washington Ave., Lansing, MI 48910
(517) 483-6825 or (517) 483-6827 or (517) 272-7436

EVE, Inc. Emergency Shelter, Counseling and Legal Rights (517) 372-5572

Michigan Family Violence Help Line
24 Hour Crisis Hotline 1-800-799-7233

Sexual Assault 24 Hour Crisis Line (517) 372-6666

Capital Area Sexual Assault Response Team (CASART)
(517) 355-3551

National Sexual Assault Line 1-800-656-HOPE (4673)

Sparrow Hospital Sexual Assault Nurse Examiner Program (SANE) (517) 364-3641

McLaren Greater Lansing Emergency Department
(517) 975-7500

Sparrow Hospital – St. Lawrence Campus (517) 364-7000

Emergency Medical Services
Sparrow Hospital Emergency (517) 364-0157

American Red Cross Emergency Shelter (517) 484-7461

Ingham County Prosecutor's Office
Case Status, Case Disposition and Court Support
(517) 483-6108

Crime Victim Services Commission
Offers Financial Assistance for Victims With Personal Injury, Work Loss and Funeral Benefits
CVSC
PO Box 30026, Lansing, MI 48909
(517) 373-7373

www.lansingpolice.com

RIGHTS AND RESOURCES FOR

LANSING CRIME VICTIMS

LANSING POLICE DEPARTMENT

HEADQUARTERS
120 WEST MICHIGAN AVENUE
LANSING, MI 48933
(517) 483-4600

OPERATIONS CENTER

5815 WISE ROAD
LANSING, MI 48911
(517) 483-4600



Mike Yankowski, Chief

RESOURCES

Victims Rights/Domestic Violence Unit
(517) 483-6256 or (517) 483-6259

Capitol Area Response Effort
Crisis Response and Follow-Up Services to Victims of Domestic Violence
2500 S. Washington Ave., Lansing, MI 48910
(517) 483-6825 or (517) 483-6827 or (517) 272-7436

EVE, Inc. Emergency Shelter, Counseling and Legal Rights (517) 372-5572

Michigan Family Violence Help Line
24 Hour Crisis Hotline 1-800-799-7233

Sexual Assault 24 Hour Crisis Line (517) 372-6666

Capital Area Sexual Assault Response Team (CASART)
(517) 355-3551

National Sexual Assault Line 1-800-656-HOPE (4673)

Sparrow Hospital Sexual Assault Nurse Examiner Program (SANE) (517) 364-3641

McLaren Greater Lansing Emergency Department
(517) 975-7500

Sparrow Hospital – St. Lawrence Campus (517) 364-7000

Emergency Medical Services
Sparrow Hospital Emergency (517) 364-0157

American Red Cross Emergency Shelter (517) 484-7461

Ingham County Prosecutor's Office
Case Status, Case Disposition and Court Support
(517) 483-6108

Crime Victim Services Commission
Offers Financial Assistance for Victims With Personal Injury, Work Loss and Funeral Benefits
CVSC
PO Box 30026, Lansing, MI 48909
(517) 373-7373

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Mike Yankowski, Chief

12”cut
4” high

**CRIME VICTIMS RIGHTS
INFORMATION FOR ALL
CRIME VICTIMS**

You may be eligible for crime victim's compensation benefits. To apply, fill out an application available from the Crime Victim Services Commission at **(517) 373-7373**.

If you would like to be notified of an arrest in your case or the release of the person arrested or both, you should call the Lansing Police Department at **(517) 483-4674** and inform them.

If you are not notified of an arrest in your case, you may call the Lansing Police Department at **(517) 483-6814** for the status of the case.

You can contact the Ingham County Prosecuting Attorney's Office at **(517) 483-6256** to obtain information about victim's rights.

DOMESTIC VIOLENCE VICTIM INFORMATION

Your legal rights include the right to go to court and file a petition requesting A Personal Protection Order (PPO) to protect you or other members of your household from domestic abuse which could include the following:

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INFORMATION FOR ALL
CRIME VICTIMS**

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Section / Title: Narrative / 614. CrimeVictimsFinalRevisionJune27pm.pdf
**AN ORDER RESTRAINING OR ENJOINING
THE ABUSER FROM:**

- Entering onto the premises;
- Assaulting, attacking, beating, molesting, or wounding you;
- Threatening to kill or physically injure you or another person;
- Removing minor children from you, except as otherwise authorized by a custody or visitation ordered issued by a court of competent jurisdiction;
- Engaging in stalking behavior;
- Purchasing or possessing a firearm;
- Interfering with your efforts to remove your children or personal property from the premises that are solely owned by or leased by the abuser;
- Interfering with you at your place of employment or engaging in conduct that impairs your employment relationship or environment;
- Engaging in any other specific act or conduct that imposes or interferes with your personal liberty or that causes a reasonable apprehension of violence;

Your legal rights also include the right to go to court and file a motion for an order to show cause and a hearing if the abuser or perpetrator is violating the protection order and has not been arrested.

**AN ORDER RESTRAINING OR ENJOINING
THE ABUSER FROM:**

- Entering onto the premises;
- Assaulting, attacking, beating, molesting, or wounding you;
- Threatening to kill or physically injure you or another person;
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PPO OFFICE
VETERAN'S MEMORIAL COURTHOUSE
313 WEST KALAMAZOO
LANSING, MI 48933
(517) 483-6545

**CRIME VICTIMS RIGHTS
INFORMATION FOR VICTIMS OF
SEXUAL ASSAULT**

- **You can** have a sexual assault medical forensic examination and have evidence collected using a sexual assault evidence kit even if you do not want to participate in the criminal justice system or cooperate with law enforcement.
- **You cannot** be billed for the cost of administrating the sexual assault evidence kit. If you receive a bill for these services, contact the Michigan Crime Victim Services Commission at **(517) 373-7373**.
- **You have the right to ask** the investigating law enforcement agency for the contact information of the detective or investigating officer assigned to the case.
- **You have the right to ask** the current status of the case.
- **You have the right to ask** whether the case has been submitted to the prosecuting attorney for review.

PPO OFFICE
VETERAN'S MEMORIAL COURTHOUSE
313 WEST KALAMAZOO
LANSING, MI 48933
(517) 483-6545

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- **You have the right to ask** the investigating law enforcement agency for the contact information of the detective or investigating officer assigned to the case.
- **You have the right to ask** the current status of the case.
- **You have the right to ask** whether the case has been submitted to the prosecuting attorney for review.

- **You have the right to ask** whether the case has been closed and the documented reason for closure.

If you had a sexual assault evidence kit collected and released to law enforcement:

- **You have the right to ask** the investigating law enforcement agency when the sexual assault evidence kit was sent to a forensic laboratory for testing.

- **You have the right to ask** the investigating law enforcement agency whether a DNA profile was obtained from the sexual assault evidence kit.

- **You have the right to ask** the investigating law enforcement agency whether a DNA profile was entered into CODIS.

- **You have the right to ask** the investigating law enforcement agency whether a DNA profile resulted in a CODIS hit.

- **Your legal rights include** the right to go to court and file a petition requesting a personal protection order (PPO)/ Restraining Order to protect you from the perpetrator.

- **The PPO could** order the perpetrator not to have contact with you and include other specific conditions.

- **You have the right to ask** whether the case has been closed and the documented reason for closure.

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Lansing Police Department Manual

Mike Yankowski, Chief of Police

600.38 — VICTIM ADVOCACY PROGRAM

Operational Procedure

Effective Date: 02/01/2001

Rescinds: 99-34

PURPOSE

The Lansing Police Department recognizes that law enforcement officers are often confronted with distressed citizens in crisis situations. The Victim Advocate Program will provide support service to victims of crime in the City of Lansing, as well as, augment the services of the Lansing Police Department. The purpose of this procedure is to provide police and victim advocate volunteers with guidelines on the use of the Victim Advocate Program.

DEFINITIONS

Coordinator - The coordinator of the Victim Advocate Program will be an employee of the Lansing Police Department and will be responsible for the selection of all advocates with the final approval of the Chief of Police. The coordinator may remove advocates from the program upon the direction of the Chief of Police/designee.

Advocate - Advocates will be volunteers from the greater Lansing Area. Advocates will be selected based on their application, aptitude, an interview, and a background investigation.

VICTIM ADVOCATE TRAINING

All advocates will be required to attend a training program administered, conducted, and approved by the Lansing Police Department. Initially, new advocates will be required to accompany a senior advocate on calls. Advocates will be required to attend periodic training updates, as deemed necessary by the Department.

SERVICE REQUEST GUIDELINES

- Advocates can be utilized upon the request of an officer or supervisor for the following situations:
 - o Traumatic deaths, including but not limited to homicides, suicides, Sudden Infant Death Syndrome, accidental deaths, or traffic accidents.
 - o Criminal Sexual Conduct incidents.
- In addition, advocates may be helpful to officers for any of the following situations:
 - o House fires.
 - o Natural disasters (e.g. tornadoes, severe weather occurrences, etc.).
 - o Lost children situations.
 - o Natural deaths.

NOTE: Victim Advocates should not be used in cases which involve domestic violence. Capital Area Response Effort (CARE) will be used in domestic violence situations as outlined in Operational Procedure [600.35 Domestic Assault](#).

DRESS CODE AND STANDARDS OF CONDUCT

- Advocates are expected to dress appropriately and present a neat appearance. Cut-off pants, halter or tube-top style shirts, or garments displaying obscene or offensive language/logos shall not be permitted.
- During contacts with victims and in the capacity as a Victim Advocate, the standards of conduct applicable to all Lansing Police Department employees is expected.

MEDIA CONTACT

Advocates will not make statements to the media concerning any incident they become involved in. Victim Advocates shall direct the media to the appropriate Departmental personnel.

CALL-OUT PROCEDURE

- A callback list of advocates is available in the Communications Center. Two advocates will be on call at all times. If for some reason the scheduled Advocates are not available, the next available Advocate will be notified.
- Officers requesting advocate teams shall notify the Communications Center of the need for callback. Communications Center personnel will then contact advocates by telephone or pager.
- Advocates will normally work in a two-person team. A single advocate response to a situation will require the prior approval of a LPD supervisor.

VICTIM ADVOCATE DUTIES

- Victim Advocate responsibilities are to console, explain, support, and assist victims, in accordance with program standards.
- When contact is made with the victim, the advocate will explain the purpose of the Victim Advocate Program and how it can be utilized by the victim.
- The Victim Advocate will make sure the victim understands that use of the Victim Advocate Program is strictly voluntary.
- Advocates will provide information on other resources available to victims.

DEPARTMENT CHAPLAINS/OUTSIDE CLERGY

The concept of the Victim Advocate Program is not to displace the Chaplain Program, rather to complement it. Victim Advocates may utilize Department chaplains or a requested clergy when rendering services to victims.



Andy Schor, Mayor

Lansing Police Department Administrative Services Division

Captain Robert Backus

120 West Michigan Avenue
Lansing, MI 48933
Phone: (517) 483-6883
Fax: (517) 377-0166



Daryl Green, Chief

November 8, 2019

DOMESTIC VIOLENCE INVESTIGATOR

Current Position Job Duties:

1. Reviews reports written by Lansing Police Department Officers.
2. Conducts Follow up to initial reports by officers through interviews and evidence gathering.
3. Conducts LEIN work checking for prior history; injunctive orders; and Personal Protection Orders.
4. Submits cases to the Ingham County Prosecutor's Office for complaint and warrant.
5. Swears to Warrants in 54A District Court on charges authorized by Ingham County Prosecutors Office.
6. Works with CARE coordinator on appropriate Victim assistance.
7. Works with Victim in supplying information on PPO application and PPO office coordination.
8. Works with Criminal Sexual Assault Investigator on cases involving domestic related criminal sexual conduct.
9. Notification to DHHS CPS in cases where children are witnesses.
10. Works with patrol officers, detectives, and Violent Crime Initiative members in effecting the arrest of individuals for outstanding warrants.
11. Attends court proceedings to assist in prosecution through testimony.
12. Answers victim's questions, and provides reassurance during the criminal justice process.

Proposed Position Additional Changes under this grant request:

1. Focus on Aggravated Domestic and Domestic Violence 2nd Offenses (tiered system)
2. Works with 54A District Court Probation in conducting victim and accused residence check to make sure there is no possible violation of court orders.
3. Reviews jail phone calls of accused in SECURUS phone records system to ensure there is no violation of court orders.
4. Review notification letters to offenders for submission into report system.
5. Review of accused non-domestic offenses, and assistance in preparing those case for prosecution.

"Capital City's Finest"



Lansing Police Department

Central Records/Freedom of Information

120 West Michigan Avenue

Lansing, MI 48933

Phone: (517) 483-4690

Fax: (517) 483-4688



All Domestic Violence Incidents
 (Offense Coded as "Domestic Violence")
 2019 YTD includes all cases entered as of October 25, 2019

Domestic Incidents	2017	2018	2017-18 %Change	2019 YTD
Homicide	2	2	0.0%	4
Neg. Homicide	0	4	Increase	0
Kidnapping	14	15	7.1%	2
CSC	18	30	66.7%	27
Intimidation	35	23	-34.3%	20
Simple Assaults	913	1207	32.2%	678
Felonious Assaults	374	495	32.4%	285
Robbery	9	7	-22.2%	2
Arson	0	0	None	2
Burglary	22	28	27.3%	9
Larceny	9	4	-55.6%	6
Motor Vehicle Theft	4	3	-25.0%	6
Vandalism	22	32	45.5%	26
Controlled Substance	1	4	300.0%	2
Family Abuse/Neglect	4	8	100.0%	2
Obstructing Police	9	10	11.1%	8
Obstructing Justice	14	40	185.7%	21
Weapons	6	2	-66.7%	8
Public Peace	0	1	Increase	1
Operating Under Influence	6	1	-83.3%	0
Health and Safety	1	1	0.0%	0
Runaway	10	0	-100.0%	0
Animal Cruelty	0	1	Increase	0
Non-Criminal	6	7	16.7%	2
Totals	1479	1925	30.2%	1111

Domestic Violence Incidents with an Arrest or Warrant Issued
(Offense Coded as "Domestic Violence")
2019 YTD includes all cases entered as of October 25, 2019

All Domestic	2017	2018	2017-18 %Change	2019 YTD
Homicide	1	2	100.0%	2
Neg. Homicide			None	
Kidnapping	7	9	28.6%	2
CSC	5	6	20.0%	5
Intimidation	26	11	-57.7%	12
Simple Assaults	480	689	43.5%	418
Felonious Assaults	215	300	39.5%	188
Robbery	3	2	-33.3%	1
Arson			None	1
Burglary	9	10	11.1%	2
Larceny	1	2	100.0%	
Motor Vehicle Theft	3	1	-66.7%	1
Vandalism	6	22	266.7%	16
Controlled Substance	1	4	300.0%	2
Family Abuse/Neglect	4	6	50.0%	1
Obstructing Police	7	8	14.3%	7
Obstructing Justice	3	21	600.0%	9
Weapons	3	2	-33.3%	6
Public Peace	5		-100.0%	
Operating Under Influence	1	1	0.0%	
Health and Safety	1	1	0.0%	
Runaway			None	
Animal Cruelty		1	Increase	
Non-Criminal	6	3	-50.0%	
Totals	787	1101	39.9%	673

**All Domestic Violence Incidents with Intimate Partner Relationship to Victim
(Offense Coded as "Domestic Violence")**
2019 YTD includes all cases entered as of October 25, 2019

Intimate Partner Domestic	2017	2018	2017-18 %Change	2019 YTD
Homicide	1	2	100.0%	2
Neg. Homicide	0	1	Increase	0
Kidnapping	11	10	-9.1%	2
CSC	6	21	250.0%	15
Intimidation	22	22	0.0%	17
Simple Assaults	542	804	48.3%	474
Felonious Assaults	218	335	53.7%	202
Robbery	8	4	-50.0%	2
Arson	0	0	None	2
Burglary	16	21	31.3%	9
Larceny	7	3	-57.1%	4
Motor Vehicle Theft	3	2	-33.3%	5
Vandalism	13	23	76.9%	19
Controlled Substance	1	3	200.0%	1
Family Abuse/Neglect	2	1	-50.0%	1
Obstructing Police	3	5	66.7%	4
Obstructing Justice	14	30	114.3%	18
Weapons	3	2	-33.3%	3
Public Peace	0	1	Increase	1
Operating Under Influence	2	0	-100.0%	0
Health and Safety	1	1	0.0%	0
Runaway	0	0	None	0
Animal Cruelty	0	1	Increase	0
Non-Criminal	4	5	25.0%	1
Totals	877	1297	47.9%	782

Comparison of All Domestic to Intimate Partner Incidents

	2017	2018	2017-18 %Change	2019 YTD
All Domestic Incidents	1479	1925	30.2%	1111
Intimate Partner Domestic Incid. (IPDV)	877	1297	47.9%	782
% of Domestic that are IPDV	59.3%	67.4%	13.6%	70.4%

All Domestic Violence Incidents with an Arrest or Warrant Issued
That Have Intimate Partner Relationship to Victim
(Offense Coded as "Domestic Violence")
2019 YTD includes all cases entered as of October 25, 2019

Intimate Partner Domestic	2017	2018	2017-18 %Change	2019 YTD
Homicide		2	Increase	1
Neg. Homicide			None	
Kidnapping	4	5	25.0%	2
CSC	1	5	400.0%	5
Intimidation	15	11	-26.7%	10
Simple Assaults	284	472	66.2%	296
Felonious Assaults	117	210	79.5%	132
Robbery	3	2	-33.3%	1
Arson			None	1
Burglary	7	9	28.6%	2
Larceny	1	2	100.0%	
Motor Vehicle Theft	1	1	0.0%	1
Vandalism	5	17	240.0%	11
Controlled Substance	1	3	200.0%	1
Family Abuse/Neglect	1	1	0.0%	
Obstructing Police	2	3	50.0%	3
Obstructing Justice	3	17	466.7%	9
Weapons	1	2	100.0%	2
Public Peace			None	
Operating Under Influence	2		-100.0%	
Health and Safety	1	1	0.0%	
Runaway			None	
Animal Cruelty		1	Increase	
Non-Criminal	4	2	-50.0%	
Totals	453	766	69.1%	477

Comparison of All Domestic to Intimate Partner Domestic Incidents
with Arrests or Warrants Issued

	2017	2018	2017-18 %Change	2019 YTD
All Domestic Incidents	787	1101	39.9%	673
Intimate Partner Domestic Incid. (IPDV)	453	766	69.1%	477
% of Domestic Arrests/Warrants that are IPDV	57.6%	69.6%	20.9%	70.9%

BY COUNCIL MEMBERS BETZ, DUNBAR, GARZA, HUSSAIN, JACKSON,
SPADAFORE, SPITZLEY AND WOOD
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

That the following FY 2020 supplemental appropriations be approved:

To receive and appropriate \$608,455 from additional allocated United States Department of Housing and Urban Development (HUD) Emergency Solutions Grants (ESG) as authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Public Law 116-136 to prevent, prepare for, and respond to the COVID-19 pandemic among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19; and

To receive and appropriate \$1,203,250 from additional allocated HUD Community Development Block Grants as authorized by the CARES Act for CDBG Eligible Activities;

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the ESG funds in the amount of \$608,455; and

BE IT FURTHER RESOLVED, the Lansing City Council approves acceptance of the CDBG funds in the amount of \$1,203,250; and

BE IT FINALLY RESOLVED, that the Administration is authorized to create appropriation accounts and to make the necessary operating transfers for the expenditures and control of the balance of the awarded grant funds pursuant to the requirements of the grants and the City's Emergency Management Ordinance.

ESG-CV funding from CARES Act

Summary Comments

HUD Emergency Solutions Grant (ESG) funds provide funding for five-component services, including Emergency Shelter, Street Outreach, Homelessness Prevention, Rapid Rehousing, and HMIS data system.

A dollar for dollar match is required, and there are spending caps on Emergency Shelter and Outreach components. The FY20 ESG grant was for \$170,259.

For the ESG-CV supplemental allocation of \$608,455.00, there is no match requirement. HUD is expediting this assistance to shelter providers and homeless persons to mitigate the spread of COVID-19.

The ESG-CV grant, in combination with other funding, will:

- Allow **Emergency Shelters** to conform to CDC guidelines, reduce numbers in shelters, accommodate at-risk populations in alternative sites, implement COVID-19 screening and preventative measures, and increase staffing for Shelter in Place 24-hour operations.
- **Street outreach** will increase staff and support services, potentially establishing an Outreach Center to increase screening and prevention among street homeless persons.
- **Homelessness Prevention** will assist people on the verge of homelessness in staying in their homes with expanded rental assistance and Eviction diversion strategies.
- **Rapid Rehousing** services will work with landlords to identify vacancies and assist homeless persons in moving out of shelters into their housing units with rental assistance, security deposits, and so on.

All ESG service providers will work towards the ultimate goal of reducing the spread of COVID-19 among this vulnerable population. Services are coordinated with HRCS, the Emergency Operations Center, Ingham County Health Dept, MDHHS, and many community partners.



ASSISTANT SECRETARY FOR
COMMUNITY PLANNING AND DEVELOPMENT

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

April 2, 2020

The Honorable Andy Schor
Mayor of Lansing
124 W Michigan Avenue
Lansing, MI 48933-1612

Dear Mayor Schor:

I am pleased to inform you of a special allocation to your jurisdiction of Community Development Block Grant funds to be used to prevent, prepare for, and respond to the coronavirus (COVID-19). This allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, which was signed by President Trump on March 27, 2020, to respond to the growing effects of this historic public health crisis.

The CARES Act made available \$5 billion in Community Development Block Grant Coronavirus (CDBG-CV) funds. Of this amount, the Department is immediately allocating \$2 billion based on the fiscal year 2020 CDBG formula. The remaining \$3 billion shall be allocated based on needs using best available data, in the following tranches: \$1 billion shall be allocated to States and insular areas within 45 days of enactment of the Cares Act, and \$2 billion shall be distributed to states and local governments at the discretion of the Secretary. Up to \$10 million will be set aside for technical assistance. Given the immediate needs faced by our communities, the Department has announced the first allocation of funds. Your jurisdiction's allocation is \$1,203,250.

The CARES Act adds additional flexibility for both the CDBG-CV grant and, in some cases, for the annual FY2020 CDBG grants in these unprecedented times. The public comment period is reduced to not less than 5 days, grantees may use virtual public hearings when necessary for public health reasons, the public services cap is suspended during the emergency, and States and local governments may reimburse costs of eligible activities incurred for pandemic response regardless of the date.

In addition, the CARES Act authorizes the Secretary to grant waivers and alternative requirements of statutes and regulations the Secretary administers in connection with the use of CDBG-CV funds and fiscal year 2019 and 2020 CDBG funds (except for requirements related to fair housing, nondiscrimination, labor standards, and the environment). Waivers and alternative requirements can be granted when necessary to expedite and facilitate the use of funds to prevent, prepare for, and respond to coronavirus.

The Department is developing a notice that will further describes the CARES Act's provisions, a Quick Guide to the CARES Act flexibilities and other provisions, and other resources

to enable swift implementation of CDBG-CV grants. As these become available, they will be posted on HUD's website and distributed to grantees. The Department will also support grantees with technical assistance.

As you develop your plan for the use of these grant funds, we encourage you to consider approaches that prioritize the unique needs of low- and moderate-income persons and the development of partnerships between all levels of government and the private for-profit and non-profit sectors. You should coordinate with state and local health authorities before undertaking any activity to support state or local pandemic response. CDBG-CV grants will be subject to oversight, reporting, and requirements that each grantee have adequate procedures to prevent the duplication of benefits. HUD will provide guidance and technical assistance on DOB and regarding prevention of fraud, waste, and abuse and documenting the impact of this program for beneficiaries.

The Office of Community Planning and Development (CPD) is looking forward to working with you to successfully meet the urgent and complex challenges faced by our communities. If you or any member of your staff has questions, please contact your local CPD Field Office Director or CPDQuestionsAnswered@hud.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'John Gibbs', with a stylized, cursive script.

John Gibbs
Acting Assistant Secretary
for Community Planning and Development
U.S. Department of Housing and Urban Development

GENERAL INFORMATION

APPLICANT/OWNER:	Lansing Community College 315 N. Grand Avenue Lansing, MI 48933
REQUESTED ACTIONS:	Rezoning from “E-1” Apartment Shop & “DM-4” Residential districts to “G-1” Business district Special Land Use Permit to construct a 5 level parking ramp
EXISTING LAND USE:	Surface parking lot
PROPERTY SIZE & SHAPE:	186’ x 330’ = 61,380 square feet (1.4 acres)
SURROUNDING LAND USE:	N: Office building S: Apartment building E: Parking ramp/offices W: Residential/offices
SURROUNDING ZONING:	N: “G-1” Business District S: “G-1” Business District E: “G-1” Business District W: “D-1” Professional Office District
MASTER PLAN DESIGNATION:	The Design Lansing Master Plan designates the subject property as “Downtown Mixed Use Center: Edge”. N. Capitol Avenue is designated as a major arterial. Shiawassee Street is designated as a collector road and Seymour is designated as a local road.

Requests

Z-1-2020 and SLU-2-2020 are requests by Lansing Community College to rezone the 1.4 acre parcel of land located on the south side of W. Shiawassee Street between Seymour Avenue and N. Capitol Avenue from “E-1” Apartment Shop & “DM-4” Residential districts to “G-1” Business district and for a special land use permit to allow the construction of a 5 level parking deck on the property. Parking facilities are permitted as the sole use of a parcel of land in the “G-1” Business district, if a special land use permit is approved by the City Council, following a review and recommendation by the Lansing Planning Board.

AGENCY RESPONSES:

BWL:	See attached
Building Safety:	The Building Safety Office has no objections. The project will be subject to site plan and building plan reviews.
Development:	
Fire Marshal:	
Parks & Recreation:	No issues for Parks. Riverfront Park events use the Gannon lot for special event parking and this ramp is also used at a shelter as part of the emergency inclement weather plan for large events in the park.
Public Service:	The project engineer, NTH, has contacted Public Service to discuss stormwater handling for both parking ramps. Director Andy Kilpatrick has met with LCC about regarding the construction of the two ramps.
Transportation:	No comments or requirements relative to the SLU or zoning requests based on the fact that both areas are currently parking facilities. Any issues surrounding the actual structures will be addressed during the site plan review process. LCC has already been coordinating with the City regarding the conversion of Grand and Capitol Avenues to two-way operation to ensure that facilities will work with two way traffic operations.

REZONING ANALYSIS**COMPATIBILITY WITH SURROUNDING LAND USE**

The applicant is requesting that the 1.4 acre property bounded by Shiawassee Street to the north, Seymour Street to the west and N. Capitol Avenue to the east be rezoned from “DM-4” Residential and “E-1” Apartment Shop districts to the “G-1” Business district. The applicant intends to construct a 5 level parking ramp on the subject property, which is currently a surface parking lot, to serve the parking needs of Lansing Community College. Parking facilities, as the sole use of a parcel of land in the “G-1” Business district, are permitted subject to approval of a special land use permit which is also being sought at this time by the applicant.

As depicted on the attached zoning map, the subject property is surrounded to its north, south and east by “G-1” Business district zoning and therefore, the proposed “G-1” zoning will be consistent with the zoning pattern already established in the area.

According the plans that have been submitted by the applicant, the proposed parking facility will be developed in a manner that is consistent with the existing development pattern in the area in terms of having multiple stories and being located at or very near the front property lines.

COMPLIANCE WITH MASTER PLAN

The Design Lansing Master Plan designates the subject property for Downtown Mixed-Use Center: Edge. The purpose of this designation as stated in the Design Lansing Master Plan is:

“To support the downtown area by allowing a mix of uses and to enhance the quality of the pedestrian environment; maintain the presence of older, often historic buildings; and provide for a transition in building height and use intensity to near-downtown neighborhoods..”

The Plan lists the following as typical uses for this designation:

“Office, institutions, entertainment, live-work and residential. Retail and personal services as an accessory use should be located in the same building as a primary use. Automobile-oriented uses and light industrial are permitted with special approval. High rise office and residential towers *with large surface parking lots and limited street frontage should not be permitted.*”

The use of the subject property for a parking ramp is consistent with one of the primary goals of the Comprehensive Plan which is to eliminate surface parking lots, particularly in the downtown. While a parking ramp without any first floor office or commercial space is not the most desirable use of the subject property, it is far more desirable than the surface parking lot that currently exists. Furthermore, the ramp will be designed to accommodate conversion of all or part of the first floor to other uses at some time in the future, should there be a viable opportunity to do so.

From a planning standpoint, parking in the downtown should be accommodated either below ground or in multi-level parking ramps. This not only eliminates the unappealing appearance of surface parking lots but maximizes the use of land in the downtown so that it is available for the types of uses that contribute to its economic vitality. As mentioned multiple times throughout the Comprehensive Plan, surface parking lots, on corner lots in particular, should be discouraged and replaced with buildings whenever possible. Buildings on corner lots define the blocks on which they are located and provide a sense of vitality and activity not associated with surface parking lots, even when the sole use of the building is for parking.

IMPACT ON VEHICULAR AND PEDESTRIAN TRAFFIC

Access to the proposed parking ramp will be from Capitol Avenue and Seymour Street, both of which are designed to carry a high volume of traffic. Furthermore, the necessary traffic controls are already in place to ensure the safety of pedestrians in the area.

The following information has been provided by the City of Lansing Transportation Division of the Public Service Department in response to the questions that were raised at the March 3, 2020 Planning Board meeting:

- * As a design standpoint, we would only eliminate parking on Seymour if there is a line of sight issue at the driveway for exiting vehicles. The roadway on Seymour is 33 feet wide and

could accommodate a southbound left turn lane or two-way left turn lane if needed but would require elimination of parking (this is not planned by our office at this time).

- * The current traffic volumes we have are old but (in general) traffic volumes remain fairly consistent in the downtown area and indicate Seymour can handle an additional 7000 vehicles but could impact the Shiawassee intersection. As discussed in the last meeting with LCC, we would need to have estimates for the ramp to see how the intersection would operate. Using averages from City facilities indicates one exit/entrance would need 3 ingress and 3 egress lanes if gated. If not gated, it is possible that 2 ingress and 2 egress may work.

Review of a traffic study is a component of the administrative site plan review process. Based on the results of the traffic study, the City transportation engineers will determine what, if any, changes to the transportation system in the area are necessary to safely and efficiently accommodate the traffic that would be generated by the proposed project. The issues to be determined by the Planning Board and City Council involve whether the proposed zoning is consistent with the existing zoning pattern in the area and whether the proposed use will be compatible with the existing land uses in the area. As described in greater detail in other sections of this report, the proposed “G-1” zoning is consistent with the current “G-1” zoning designation of the properties to the north, south and east of the subject property. Furthermore, the proposed ramp is merely intended to provide parking for the existing LCC facilities located to the north and northeast of the subject property. The rezoning and special land use permit requests are therefore, approvable on those bases. The transportation issues (turn-lanes, driveway locations, on-street parking, etc.) are matters of design rather than matters of zoning and land use and thus, are not relevant in determining whether to approve or deny such requests.

ENVIRONMENTAL IMPACT

Redevelopment of the site will have little to no impact on the physical environment as it is already covered almost entirely by impervious surface.

IMPACT ON PUBLIC FACILITIES

The proposed ramp must be approved through the administrative site plan review process before any permits can be issued for construction on the site. A primary component of the site plan review process is a review and approval of a storm-water management plan by the City’s Public Service Department.

IMPACT ON FUTURE PATTERNS OF DEVELOPMENT

The proposed rezoning of the site to the “G-1” Business district will not adversely impact future patterns of development in the area. As evidenced by the attached zoning map, the subject property is surrounded on three sides by “G-1” zoning. The request therefore, will make the zoning of the subject property consistent with the zoning pattern already established in the area. One of the reasons that the downtown area is predominantly zoned “G-1” Business is because it is the only zoning district that has no building height limitations, lot coverage restrictions, setback requirements or parking requirements and thus, it allows for maximum usage of properties, many of which are so small that they would be rendered unbuildable if they were subject to such requirements/limitations.

While that is not true of the subject property, given its relatively large size, it is located in a downtown setting where development with little to no building setbacks, multi-stories and maximum lot coverage is appropriate and which can only be accommodated by “G-1” zoning.

SPECIAL LAND USE PERMIT ANALYSIS

Section 1282.03(f)(1)-(2) sets forth the criteria which must be used to evaluate a Special Land Use permit request. The criteria and evaluation are as follows.

- 1. Is the proposed special land use designed, constructed, operated and maintained in a manner harmonious with the character of adjacent property and the surrounding area?**

The site is surrounded by a newly renovated multi-level apartment building to the south, a 5 level City owned parking ramp to the east, an LCC educational and historical building to the north and a mix of office and residential uses to the west. The proposed 5 level parking ramp will be consistent with the scale of the existing buildings in the area, the majority of which are at least as tall, if not taller than the proposed parking ramp. In addition, the building will be designed to make it architecturally pleasing and as compatible as possible with the surrounding area. The plan also includes a landscape buffer around all three road frontages to soften its appearance at the streetscape.

- 2. Will the proposed special land use change the essential character of the surrounding area?**

The proposed parking ramp will not change the essential character of the area as there is already a 5-level City owned parking ramp directly across the street on Capitol Avenue and a State of Michigan owned 5-level parking ramp located half of a block to the south. The proposed parking ramp will be constructed on an existing surface parking lot and is intended to provide additional parking to serve the needs of Lansing Community College, the downtown campus of which is located at the same intersection, just northeast of the subject property. Furthermore, the new parking ramp will reduce the demand for on-street parking in the area and will eliminate the need for LCC to demolish buildings in the area to create more surface parking.

- 3. Will the proposed special land use interfere with the enjoyment of adjacent property?**

The proposed parking ramp is not anticipated to interfere with the enjoyment of adjacent properties. The proposed parking ramp will diminish the views, to a certain extent, from the windows of the apartment building to the south and the office/residential buildings on the west side of Seymour Street. The existing zoning designations, however, allow buildings up to 100 feet in height and thus, the applicant's proposal will not impact the surrounding land uses to any greater extent than development that would be permitted by right under the current zoning. Additionally, the applicant will be designing the building to ensure that the lights do not glare into the windows of the adjoining apartment 3

4. **Will the proposed special land use represent an improvement to the use or character of property under consideration and the surrounding area in general, and will the use be in keeping with the natural environment of the lot?**

The proposed parking ramp will have no impact on the natural environment since the site is already covered almost entirely by an asphalt parking lot. The proposed ramp is considered to be an “improvement” to the property as it will make better use of the land and provide much needed parking for the LCC facilities to its north and northeast.

5. **Will the proposed special land use be hazardous to adjacent property or involve uses, activities, materials or equipment which are detrimental to the health, safety or welfare of persons or property through the excessive production of traffic, noise, smoke, odor, fumes or glare?**

The parking lot will not generate any nuisances or hazardous conditions.

6. **Will the proposed special land use be adequately served by essential public facilities and services, or is it demonstrated that the person responsible for the proposed special land use is able to continually provide adequately for the services and facilities deemed essential to the special land use under consideration?**

No negative comments have been received from any of the reviewing departments or agencies with regard to impacts on public facilities and services. The proposed parking ramp will need to be reviewed and approved through the City’s administrative site plan review process, a primary component of which will involve review and approval of a storm-water management plan.

7. **Will the proposed special land use place demand on public services and facilities in excess of current capacity?**

The proposed parking ramp is not anticipated to increase demands on public services and facilities in excess of current capacity. The street system in the area is designed to accommodate a high volume of vehicular traffic and the necessary traffic controls are already in place to accommodate pedestrian traffic. The only other public service that will be impacted by this proposal involves the storm sewer system. The engineers that are preparing the plans for LCC are already working with the City engineers to develop a storm water management plan for the site, the specifics of which will be reviewed during the site plan review process.

8. **Is the proposed special land use consistent with the intent and purpose of this Zoning Code and the objectives of any currently adopted Comprehensive Plan?**

The Design Lansing Master Plan designates the subject property for Downtown Mixed-Use Center: Edge. The purpose of this designation as described in the Plan is:

“To support the downtown area by allowing a mix of uses and to enhance the quality of the pedestrian environment; maintain the presence of older, often historic buildings; and provide for a transition in building height and use intensity to near-downtown neighborhoods.”

The use of the subject property for a parking ramp is consistent with one of the primary goals of the Comprehensive Plan which is to eliminate surface parking lots, particularly in the downtown. While a parking ramp without any first floor office or commercial space is not the most desirable use of the subject property, it is far more desirable than the surface parking lot that currently exists. Furthermore, the ramp will be designed to accommodate conversion of all or part of the first floor to other uses at some time in the future, should there be a viable opportunity to do so.

From a planning standpoint, parking in the downtown should be accommodated either below ground or in multi-level parking ramps. This not only eliminates the unappealing appearance of surface parking lots but maximizes the use of land in the downtown so that it is available for the types of uses that contribute to its economic vitality. As mentioned multiple times throughout the Comprehensive Plan, surface parking lots, on corner lots in particular, should be discouraged and replaced with buildings whenever possible. Buildings on corner lots define the blocks on which they are located and provide a sense of vitality and activity not associated with surface parking lots, even when the sole use of the building is for parking.

9. Will the proposed special land use meet the dimensional requirements of the district in which the property is located?

There are no setback or lot coverage requirements and no building height limitations under the proposed “G-1” zoning district. The proposed parking ramp will be located at or within 3 feet of the property lines to the north, south and for a short distance along the east property lines. The ramp will have setbacks of 14.5 feet and 15.1 feet along the west and the majority of the east property lines, respectively. These areas will be landscaped in accordance with the attached plan.

SUMMARY

Z-1-2020 and SLU-2-2020 are requests by Lansing Community College to rezone the 1.4 acre parcel of land located on the south side of W. Shiawassee Street between Seymour Avenue and N. Capitol Avenue from “E-1” Apartment Shop & “DM-4” Residential districts to “G-1” Business district and for a special land use permit to allow the construction of a 5 level parking deck on the property. Parking facilities are permitted as the sole use of a parcel of land in the “G-1” Business district, if a special land use permit is approved by the City Council, following a review and recommendation by the Lansing Planning Board.

Based on the findings contained in this staff report, the proposal complies with all of the criteria of Section 1282.03(f)(1)-(9) of the *Zoning Code* for evaluating Special Land Use permits.

1. The proposed Special Land Use will be harmonious with the character of adjacent properties and surrounding uses.
2. The proposed Special Land Use will not change the essential character of the surrounding properties.
3. The proposed Special Land Use will not interfere with the general enjoyment of adjacent properties.
4. The proposed Special Land Use does represent an improvement to the lot as it currently exists.
5. The proposed Special Land Use will not be hazardous to adjacent properties.
6. The proposed Special Land Use can be adequately served by public services and utilities.
7. The proposed Special Land Use will not place any demand on public services and facilities in excess of current capacities.
8. The proposed Special Land Use is consistent with the specific designations of the Zoning Code and the goals of the Design Lansing Comprehensive Plans.
9. The proposed Special Land Use will comply with the dimensional requirements of the Zoning Ordinance.

RECOMMENDATION

Staff recommends approval of Z-1-2020 to rezone the 1.4 acre parcel of land located on the south side of W. Shiawassee Street between Seymour Avenue and N. Capitol Avenue from “E-1” Apartment Shop & “DM-4” Residential districts to “G-1” Business district and SLU-2-2020 for a special land use permit to allow the construction of a 5 level parking ramp on the property, based upon the findings of fact as outlined in this staff report.

Respectfully Submitted,

**Susan Stachowiak
Zoning Administrator**



BOARD OF WATER AND LIGHT MEMO

April 2, 2020

TO: City of Lansing – Planning Department, Susan Stachowiak
FROM: Andy Baumgartner, Real Property Analyst, Legal Services, 517-702-6795
RE: COL Z-1-2020 & SLU-2-2020_N Capitol_Comments

BWL Electric: Approved with the following comments:

- The BWL can provide an (underground and/or overhead) electric service to serve the new development based on the Board's Rules and Regulations for Electric Service.
- A copy of the final site, grading, and electrical plans for the proposed development must be supplied to the Customer Projects Department before a final cost for electric service and service agreement can be provided to the owner/ developer.
- Owner/ developer must contact BWL Customer Projects Department, Jerry Wheeler @ 517-702-6644, to initiate service agreement process.
- There are no apparent conflicts with the proposed development and the existing BWL electric distribution facilities.
- Rezoning request approved with no comments.

BWL Street Lighting:

- Rezoning creates a conflict with the streetlight facilities on the property.
- The BWL will need to remove poles and lighting facilities on the property to accommodate the redevelopment.
- A service agreement for the cost of construction will need to be reviewed, signed, and returned with payment prior to removal.
- Owner/ developer must contact BWL Customer Projects Department, Gary Simpson @ 517-702-6647, to initiate service agreement process.

BWL Water & Steam Distribution:

Approved

Please note that this approval does not constitute an agreement for service, and is subject to the following conditions:

- Site Specific Comments:
 - The proposed rezoning does not appear to impact existing BWL water facilities.
- General Comments:
 - The customer is responsible for verifying the precise location and depths of the existing water mains or services prior to construction. The LBWL will not be responsible for unanticipated conflicts caused by inaccuracies in the customer's design documents or MISS-DIG staking in the field.
- Any questions about specific water service requirements may be directed to the LBWL Water Distribution Department; Jerrod Wade via phone at 517-702-6564 or e-mail at Jerrod.Wade@lbwl.com.

BWL Water Operations: Randall Roost

No comments or concerns.

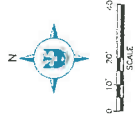
BWL Environmental Wellhead Protection: Angie Goodman, Water Quality

This project lies within the Lansing Board of Water & Light Wellhead Protection Area. Care must be exercised during construction to minimize the exposure of contaminated soils to weather and subsequent loss to the groundwater. Construction machinery should be parked on paved areas when not in use, and leakage of petroleum products and other potential contaminants must be immediately cleaned up and properly disposed of. Newly exposed soil could offer a route for contaminants into local groundwater.

Note: Any site plan approval does not constitute an agreement for service. All customers must meet BWL requirements and enter a service agreement prior to receiving service.



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Infrastructure Engineering and
Environmental Services
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Email: info@nth.com
Website: www.nth.com



LCC
(ZONE: G-1)
COLLEGE LIBRARY

UNIVERSITY
CENTER

STATE BUILDING AUTHORITY
(ZONE: G-1)
LEASED TO LCC

PARKING
LOT

GREEN LABEL
PROPERTIES
(ZONE: D-1)
ALAN FAMILY LAW

SHIAWASSEE STREET

PROPERTY LINE

SEYMOUR AVENUE

MARGO
EMPLOYMENT
AND TRAINING
ASSOCIATION
(ZONE: D-1)

327
SEYMOUR LLC
(ZONE: D-1)
MICHIGAN
ASSOCIATION -
HEALTH PLAN

OLD
CONVENT CONDO
ASSOCIATION
(ZONE: D-1)

CAPITOL AVENUE

PARKING LOT 23
SPLIT ZONED INTO EAST SIDE AS E-1 (APARTMENT SHOP) AND WEST SIDE AS DM-4 (RESIDENTIAL)
PARCEL ID: 33-01-01-16-177-002
PROPOSED ZONING: G-1
SIZE: 11.4 ACRES

PROPOSED
PARKING DECK

GEORGE F. EYDE
FAMILY LLC
APARTMENT BUILDING
(ZONE: G-1)

LEGEND

PROPOSED PARKING STRUCTURE
PROPERTY LINE



PROPERTY LEGAL DESCRIPTION

PARCEL ID: 33-01-01-16-177-002
LOTS 1, 2, 11, 12 ALSO N 54FT OF LOTS 3 & 10 BLOCK 84 ORIG PLAT

NO.	SUBMITAL	DATE
1	PRELIMINARY	11/11/2011
2	FINAL	11/11/2011

PROJECT NAME
LANSHING COMMUNITY
COLLEGE - LOT 23

PROJECT LOCATION

399 N CAPITAL AVENUE
LANSHING, MI 48833

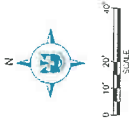
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LOT PLAN

1

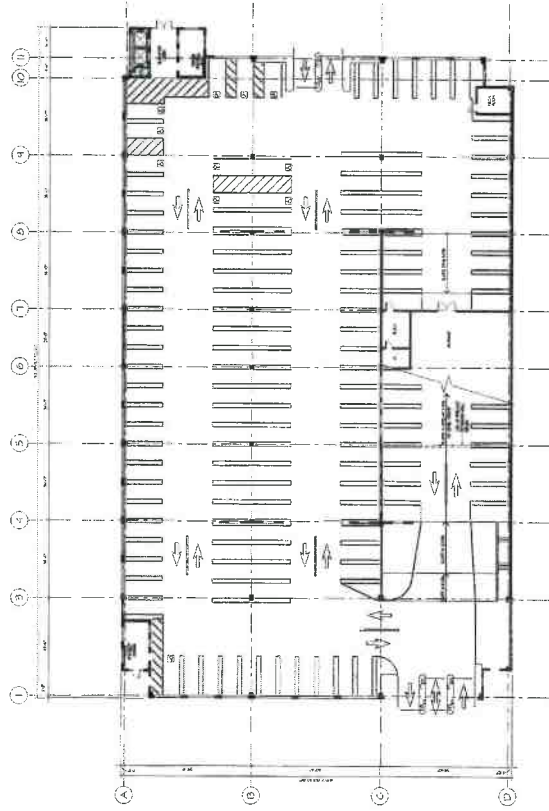


NTH Consultants, Ltd.
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Website: www.nth.ca

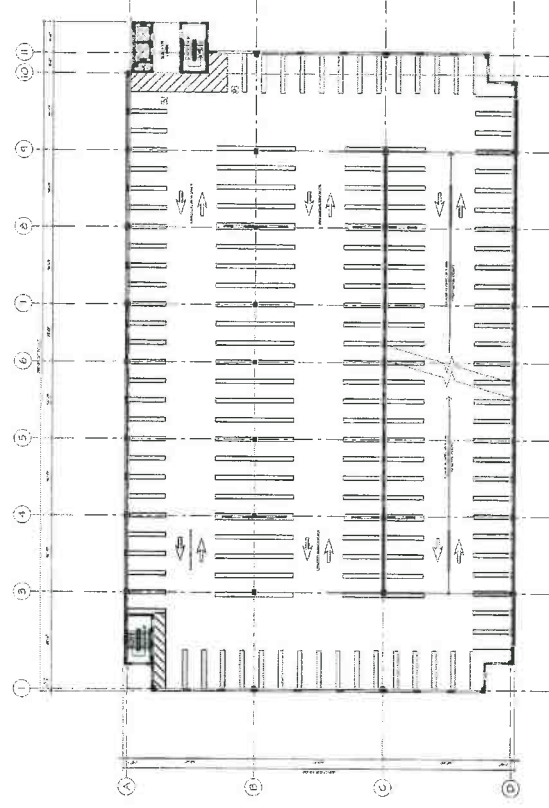


NO.	DESCRIPTION	DATE
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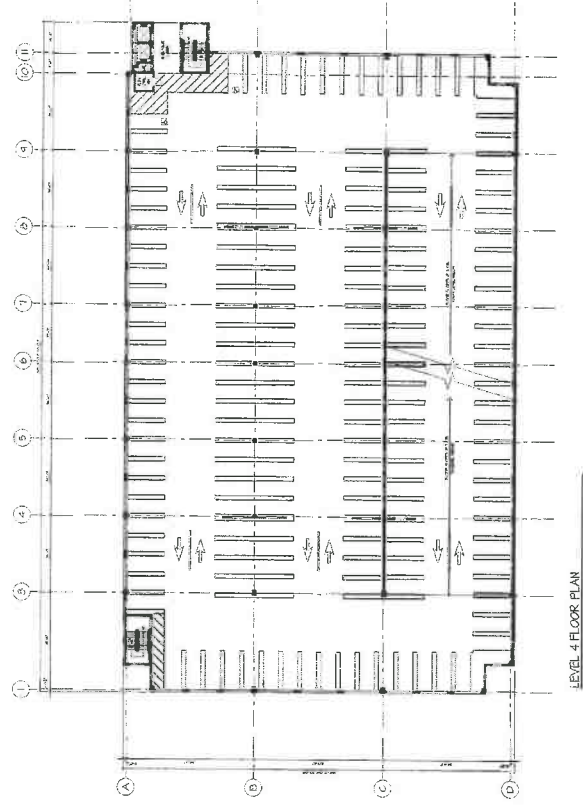
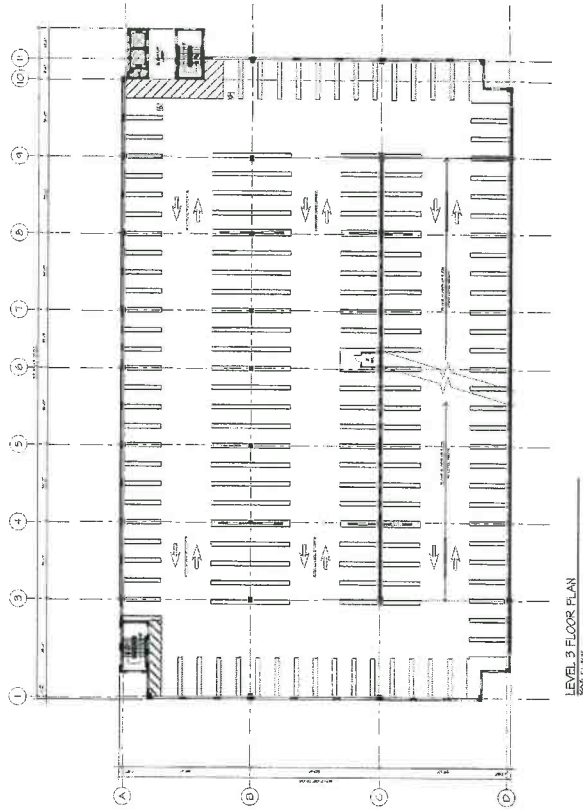
LEVEL 1 FLOOR PLAN
SCALE: 1/8" = 1'-0"



LEVEL 2 FLOOR PLAN
SCALE: 1/8" = 1'-0"

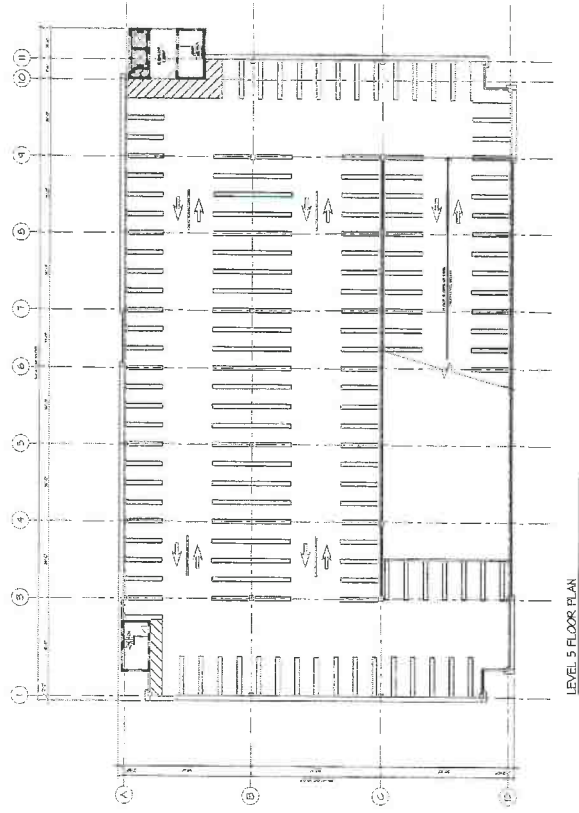
LOT 23 SITE CAR COUNT			
LEVEL	STALLS	STALLS	TOTAL
LEVEL 1	100	100	200
LEVEL 2	100	100	200
LEVEL 3	100	100	200
LEVEL 4	100	100	200
LEVEL 5	100	100	200
TOTAL	500	500	1000

PARKING GARAGE OCCUPANT CAPACITY			
LEVEL	FLOOR AREA (SQ. FT.)	OCCUPANT CAPACITY	STALLS (PER 100 SQ. FT.)
LEVEL 1	100,000 SQ. FT.	200	200
LEVEL 2	100,000 SQ. FT.	200	200
LEVEL 3	100,000 SQ. FT.	200	200
LEVEL 4	100,000 SQ. FT.	200	200
LEVEL 5	100,000 SQ. FT.	200	200
TOTAL	500,000 SQ. FT.	1000	1000



LOT 23 SITE CAR COUNT

LEVEL	STALLS	DRIVE	TOTAL
LEVEL 1	100	10	110
LEVEL 2	100	10	110
LEVEL 3	100	10	110
LEVEL 4	100	10	110
TOTAL	400	40	440



LEVEL 5 FLOOR PLAN

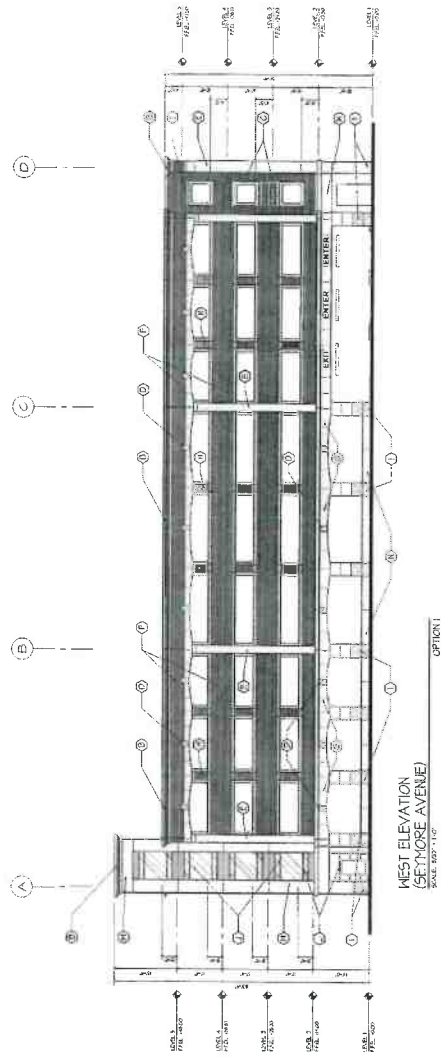
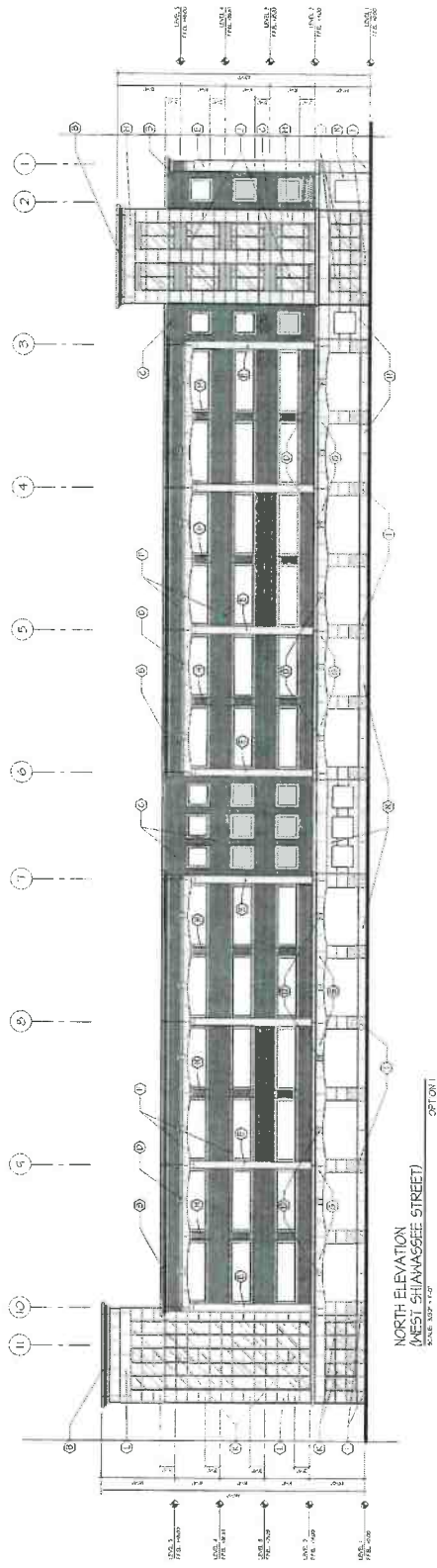
LOT 23 SITE CAR COUNT			
LEVEL	STANDARD	MAX	TOTAL
LEVEL 1	20	1	44
LEVEL 2	10	1	21
LEVEL 3	10	1	21
LEVEL 4	10	1	21
LEVEL 5	10	1	21
TOTAL	60	5	128

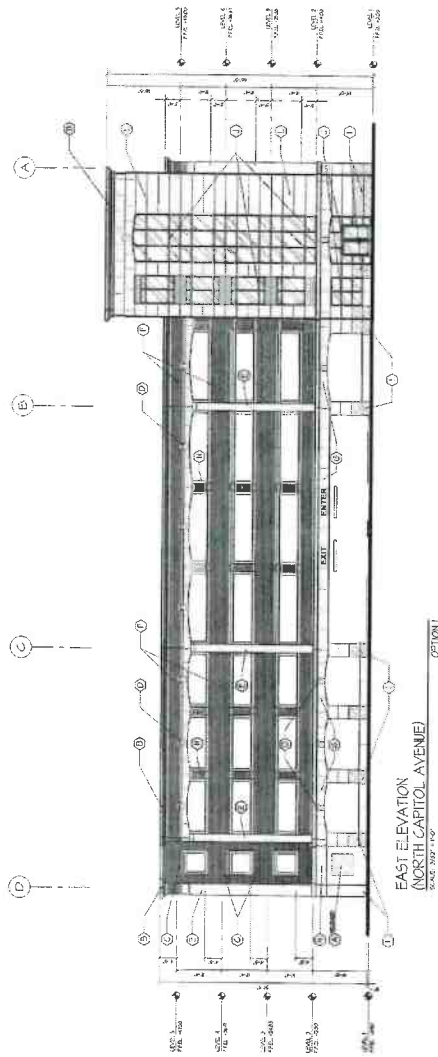
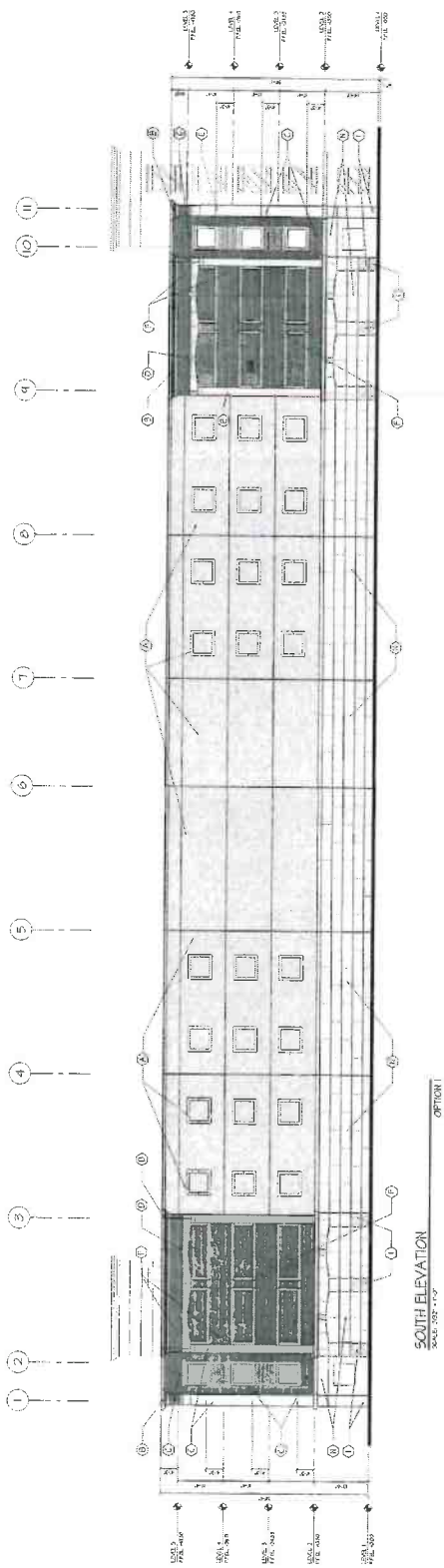


A-3 PROJECT NO. 1001
 LANSING COMMUNITY COLLEGE
 LOT 23 PARKING STRUCTURE DESIGN



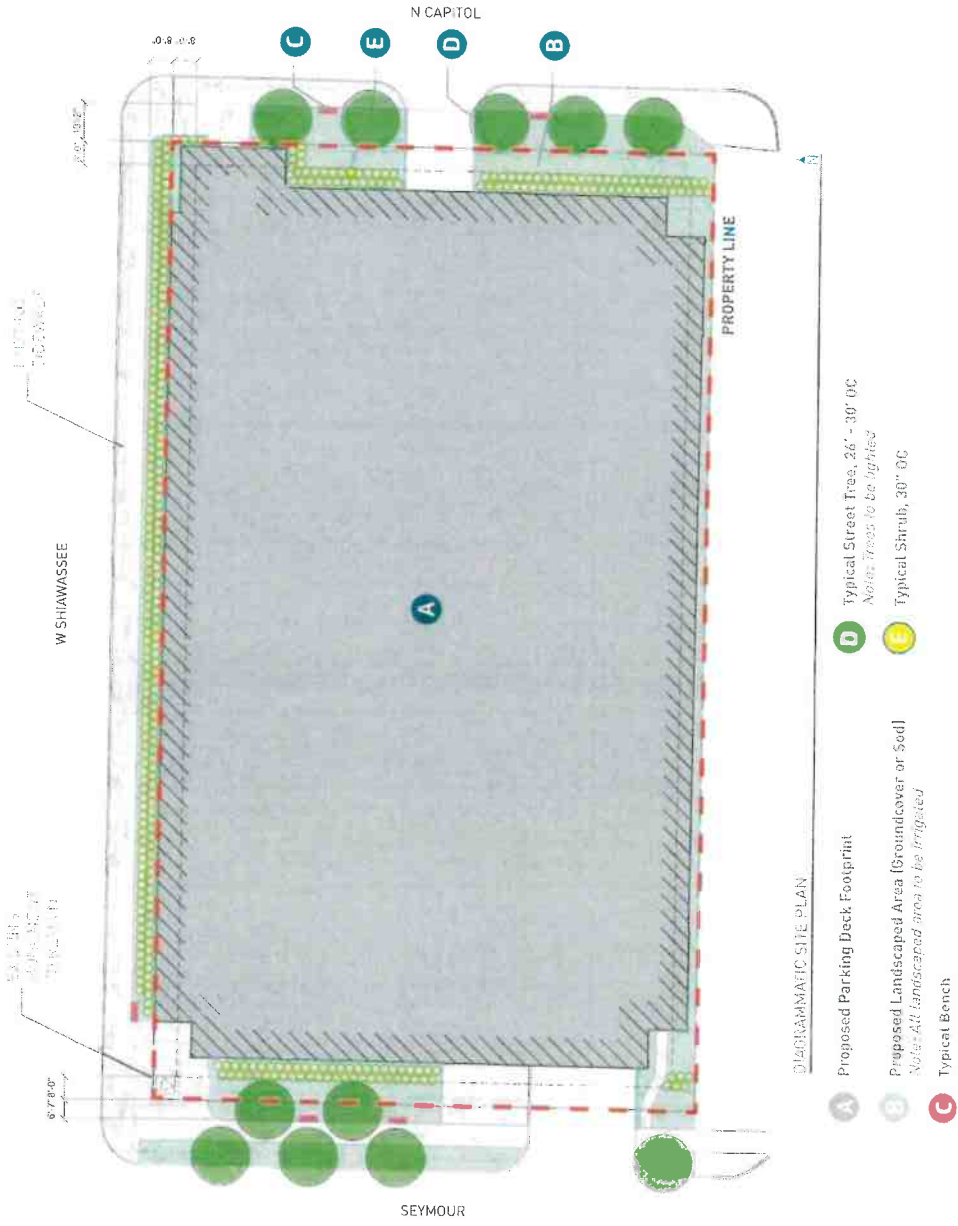
RICH & ASSOCIATES
 ARCHITECTS

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KEY NOTES	
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LANDSCAPE RECOMMENDATIONS



Lansing Community College Lot S23 PHOTO LOG

PROJECT NAME: LCC Parking Decks

PROJECT NO.: 62-190259

DATE: 11/04/2019

REPORT NO.: 001

PHOTOGRAPHER:

D. Lutz

Page

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of 4



Photo 1: Northeast corner of the property - looking southeast at Capitol and Shiawassee



Photo 2: North Property Limits - looking south from Shiawassee

Lansing Community College Lot S23 PHOTO LOG

PROJECT NAME: LCC Parking Decks		PROJECT NO.: 62-190259	
DATE: 11/04/2019	REPORT NO.: 001	PHOTOGRAPHER: D. Lutz	Page 2 of 4



Photo 3: Southwest area of the property – looking east at parking lot



Photo 4: North Property Limits – looking east along Shiawassee



NTH Consultants, Ltd.
Infrastructure · Planning · Design
Construction Management · Programming

Lansing Community College Lot S23 PHOTO LOG

PROJECT NAME: LCC Parking Decks

PROJECT NO.: 62-190259

DATE: 11/04/2019

REPORT NO.: 001

PHOTOGRAPHER:

D. Lutz

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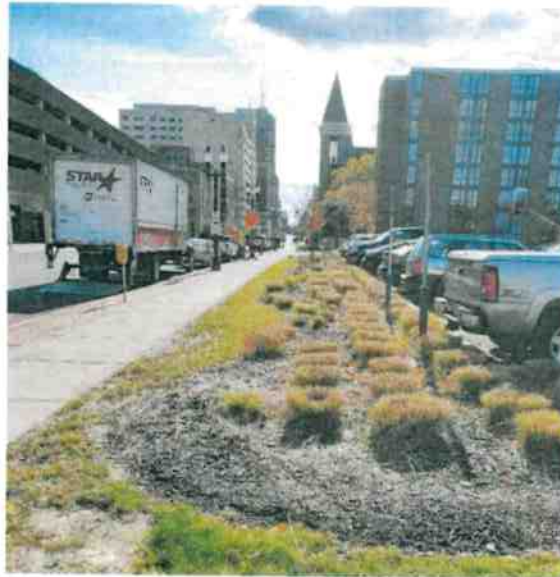


Photo 5: East Property Limits – looking south along Capitol



Photo 6: South Property Limits – looking west along parking lot limits

Lansing Community College Lot S23
PHOTO LOG

PROJECT NAME: LCC Parking Decks

PROJECT NO.: 62-190259

DATE: 11/04/2019

REPORT NO.: 001

PHOTOGRAPHER: D. Lutz

Page 4 of 4



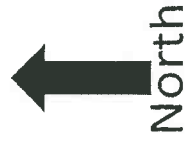
Photo 7: West Property Limits – looking north along Seymour



Photo 8: Southern Property Area – looking south at adjacent Oliver Towers

City of Lansing

Zoning District	
	A Residential-Single
	B Residential-Single
	C Residential-2 Unit
	NONE
	CUP Community Unit Plan
	D-1 Professional Office
	D-2 Residential/Office
	DM-1 Residential-Multiple
	DM-2 Residential-Multiple
	DM-3 Residential-Multiple
	DM-4 Residential-Multiple
	E-1 Apartment Shop
	E-2 Local Shopping
	F Commercial
	F-1 Commercial
	G-1 Business
	G-2 Wholesale
	H Light Industrial
	I Heavy Industrial
	J Parking
	ROW Right of Way





INTRODUCTION OF ORDINANCES

The following ordinance of the City of Lansing, Michigan, providing that the Code of Ordinances be amended by providing for the rezoning of property located in the City of Lansing, Michigan, and for the revision of the district maps adopted by Section 1246.02 of the Code for property located at:

Z-1-2020: Parcel No. 33-01-01-16-177-002, 300 Block of N. Capitol Avenue,
Rezoning from “E-1” Apartment Shop & “DM-4” Residential districts to
“G-1” Business district

was introduced by the Committee on Development & Planning, read a first and second time by its title and referred to the Committee on Development and Planning.

BY THE COMMITTEE ON DEVELOPMENT & PLANNING

RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

Resolved by the City Council of the City of Lansing that a public hearing be set for Monday, _____, 2020, at 7 p.m. in City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan, for the purpose of approving and/or opposing the Ordinance for rezoning:

Z-1-2020: Parcel No. 33-01-01-16-177-002, 300 Block of N. Capitol Avenue,
Rezoning from “E-1” Apartment Shop & “DM-4” Residential districts to
“G-1” Business district

ORDINANCE # _____

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, PROVIDING FOR THE REZONING OF A PARCEL OF REAL PROPERTY LOCATED IN THE CITY OF LANSING, MICHIGAN AND FOR THE REVISION OF THE DISTRICT MAPS ADOPTED BY SECTION 1246.02 OF THE CODE OF ORDINANCES.

The City of Lansing ordains:

Section 1. That the district maps adopted by and incorporated as Section 1246.02 of the Code of Ordinances of the City of Lansing, Michigan be amended to provide as follows:

To change the zoning classification of the property described as follows:

Case Number: Z-1-2020

Parcel Number's: 33-01-01-16-177-002

Address: 300 Block, N. Capitol Avenue

Legal Descriptions: Lot 1, 2, 11 & 12 and the North 54 feet of Lots 3 & 10, Block 84, Original Plat, from "E-1" Apartment Shop & "DM-4" Residential districts to "G-1" Business district.

Section 2. All ordinances or parts of ordinances inconsistent with the provisions hereof are hereby repealed.

Section 3. This ordinance was duly adopted by the Lansing City Council on _____, 2020, and a copy is available in the office of the Lansing City Clerk, 9th Floor, City Hall, 124 W. Michigan Avenue, Lansing, MI 48933.

Section 4. This ordinance shall take effect on the 30th day after enactment.

BY THE COMMITTEE ON DEVELOPMENT & PLANNING

RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

Resolved by the City Council of the City of Lansing that a public hearing be set for Monday, , 2020, at 7 p.m. in City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan, for the purpose of approving and/or opposing the Ordinance for rezoning:

SLU-2-2020:	Parcel No. 33-01-01-16-177-002, 300 Block of N. Capitol Avenue, Special Land Use Permit, Parking deck in the “G-1” Business zoning district
-------------	---

BY THE COMMITTEE OF DEVELOPMENT AND PLANNING
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

SLU-2-2020

**Parking Deck in the “G-1” Business District
N. Capitol Avenue, Parcel #: 33-01-01-16-177-002**

WHEREAS, Lansing Community College has requested a special land use permit to allow the construction of a 5 level parking ramp on the property located in the 300 block of N. Capitol Avenue on the west side of the street (Parcel #: 33-01-01-16-177-002); and

WHEREAS, the property is zoned “G-1” Business district, where parking facilities are permitted subject to obtaining a Special Land Use permit; and

WHEREAS, a review was completed by staff evaluating the character, location and impact of the proposal on the surrounding area, the environment and public services as well as its consistency with the existing zoning and land use patterns in the area and with the objectives of the Design Lansing Comprehensive Plan; and

WHEREAS, the Planning Board held a public hearing on March 3, 2020 at which several persons representing LCC spoke in favor of and five area residents spoke in opposition to the request; and

WHEREAS, the Planning Board, at its April 7, 2020 meeting, voted (8-0) to recommend approval of SLU-2-2020 for a special land use permit allow the construction of a 5 level parking ramp on the property located in the 300 block of N. Capitol Avenue on the west side of the street (Parcel #: 33-01-01-16-177-002) ; and

WHEREAS, the City Council held a public hearing regarding SLU-2-2020 on 2020
and

WHEREAS, the Committee on Development and Planning has reviewed the report and residential development recommendation of the Planning Board and concurs therewith; and

NOW THEREFORE BE IT RESOLVED that the Lansing City Council hereby approves SLU-2-2020 for a special land use permit to allow the construction of a 5 level parking ramp on the property located in the 300 block of N. Capitol Avenue on the west side of the street (Parcel #: 33-01-01-16-177-002).

BE IT FURTHER RESOLVED that this Special Land Use permit shall remain in effect only so long as the petitioner fully complies with this resolution, and if the petitioner fails to comply, the Special Land Use permit may be terminated by City Council Resolution.

BE IT FINALLY RESOLVED that in granting this request, the City Council determines the following:

1. The proposed Special Land Use will be harmonious with the character of adjacent properties and surrounding uses.
2. The proposed Special Land Use will not change the essential character of the surrounding properties.
3. The proposed Special Land Use will not interfere with the general enjoyment of adjacent properties.

4. The proposed Special Land Use does represent an improvement to the lot as it currently exists.
5. The proposed Special Land Use will not be hazardous to adjacent properties.
6. The proposed Special Land Use can be adequately served by public services and utilities.
7. The proposed Special Land Use will not place any demand on public services and facilities in excess of current capacities.
8. The proposed Special Land Use is consistent with the intent and purpose of the Zoning Code and the Design Lansing Comprehensive Plans.
9. The proposed Special Land Use will comply with the applicable Zoning Ordinance development requirements.

GENERAL INFORMATION

APPLICANT/OWNER:	Lansing Community College 315 N. Grand Avenue Lansing, MI 48933
REQUESTED ACTIONS:	Special Land Use Permit to construct a new parking ramp
EXISTING LAND USE:	LCC Gannon Parking Ramp
PROPERTY SIZE & SHAPE:	Entire Parcel: 770' x 1,205'=927,850 square feet (21.3 acres)
SURROUNDING LAND USE:	N: City park, office building, parking lot S: City parking ramp, office buildings E: City park W: Office buildings
SURROUNDING ZONING:	N: "A" Residential & "D-1" Professional Office Districts S: "G-1" Business District E: "A" Residential District W: "D-1" Professional Office & "G-1" Business Districts
MASTER PLAN DESIGNATION:	The Design Lansing Master Plan designates the subject property for institutional land use. N. Capitol Avenue, N. Grand Avenue & Saginaw Street are designated as major arterials. Shiawassee Street is designated as a collector road.

Requests

This is a request by Lansing Community College for a special land use permit to allow the construction of a new 3 level parking ramp on the property at 610 N. Capitol Avenue. The new parking ramp will replace the existing Gannon Parking ramp located on the N. Washington Avenue side of the Lansing Community College main campus. The entire LLC campus is zoned "G-1" Business, which district requires a special land use permit for a parking ramp when it is the sole use of a parcel of land. In this case, the parking ramp is located on the same parcel as the classroom, office, recreational and other Lansing Community College buildings. The parking ramp is therefore, considered an accessory use and no special land use permit is required. Lansing Community College has nevertheless chosen to pursue a special land use permit to eliminate any questions or challenges as to whether it is required, to provide complete transparency and to provide a forum for the public to comment on the proposal.

AGENCY RESPONSES:

BWL:

Building Safety: The Building Safety Office has no objections. The project will be subject to site plan and building plan reviews.

Development:

Fire Marshal:

Parks & Recreation: No issues for Parks. Riverfront Park events use the Gannon lot for special event parking and this ramp is also used at a shelter as part of the emergency inclement weather plan for large events in the park.

Public Service: The project engineer, NTH, has contacted Public Service to discuss stormwater handling for both parking ramps. Director Andy Kilpatrick has met with LCC about regarding the construction of the two ramps.

Transportation: No comments or requirements relative to the SLU or zoning requests based on the fact that both areas are currently parking facilities.

Any issues surrounding the actual structures will be addressed during the site plan review process. LCC has already been coordinating with the City regarding the conversion of Grand and Capitol Avenues to two-way operation to ensure that facilities will work with two way traffic operations.

ANALYSIS

Section 1282.03(f)(1)-(2) sets forth the criteria which must be used to evaluate a Special Land Use permit request. The criteria and evaluation are as follows.

- 1. Is the proposed special land use designed, constructed, operated and maintained in a manner harmonious with the character of adjacent property and the surrounding area?**

The proposed parking ramp will be designed, constructed, operated and maintained in a manner harmonious with the character of the surrounding area. The new ramp will be located at the northeast corner of the main LLC campus in the same location as the existing ramp. As with the existing ramp, the new ramp will be designed to blend in with the streetscape and will include significant landscaping along Grand Avenue to soften its view from the street.

2. **Will the proposed special land use change the essential character of the surrounding area?**

The proposed parking ramp will not change the essential character of the surrounding area as it merely replaces an existing parking ramp in the same location on the LCC campus.

3. **Will the proposed special land use interfere with the enjoyment of adjacent property?**

The proposed parking ramp will have no impact on the enjoyment of adjacent properties. In fact, LLC has historically made its ramp available for public parking during events at Adado Riverfront Park located on the east side of Grand Avenue, immediately across from the parking ramp.

4. **Will the proposed special land use represent an improvement to the use or character of property under consideration and the surrounding area in general, and will the use be in keeping with the natural environment of the lot?**

The proposed parking ramp will have no significant impact on the natural environment since the new parking ramp will result in only a slight increase in the amount of impervious surface on the site. In addition, it will represent an improvement to the property as it will provide a newer, larger and more efficient ramp to serve the parking needs for the LCC main campus.

5. **Will the proposed special land use be hazardous to adjacent property or involve uses, activities, materials or equipment which are detrimental to the health, safety or welfare of persons or property through the excessive production of traffic, noise, smoke, odor, fumes or glare?**

The parking lot will not generate any nuisances or hazardous conditions.

6. **Will the proposed special land use be adequately served by essential public facilities and services, or is it demonstrated that the person responsible for the proposed special land use is able to continually provide adequately for the services and facilities deemed essential to the special land use under consideration?**

No negative comments have been received from any of the reviewing departments or agencies with regard to impacts on public facilities and services. The proposed parking ramp will need to be reviewed and approved through the City's administrative site plan review process, a primary component of which will involve review and approval of a storm-water management plan.

7. **Will the proposed special land use place demand on public services and facilities in excess of current capacity?**

The proposed parking ramp is not anticipated to increase demands on public services and facilities in excess of current capacity. The street system in the area is designed to

accommodate a high volume of vehicular traffic and the necessary traffic controls are already in place to accommodate pedestrian traffic. The only other public service that will be impacted by this proposal involves the storm sewer system. The engineers that are preparing the plans for LCC are already working with the City engineers to develop a storm water management plan for the site, the specifics of which will be reviewed during the site plan review process.

8. Is the proposed special land use consistent with the intent and purpose of this Zoning Code and the objectives of any currently adopted Comprehensive Plan?

The Design Lansing Master Plan designates the subject property for institutional use which is the appropriate land use designation for a community college. Since the proposed ramp merely provides parking to support the college facilities, it is consistent with the land use pattern being advanced in the Master Plan. It is also consistent with the intent and purpose of both the Master Plan and the Zoning Ordinance which is to provide adequate parking to support the use that it serves and to do so in a manner that minimizes or eliminates the need for surface parking.

9. Will the proposed special land use meet the dimensional requirements of the district in which the property is located?

There are no setback or building height requirements and no lot coverage restrictions in the "G-1" Business district, which is the zoning designation of the subject property. Although not required, the applicant will provide a significant landscape buffer along both Grand Avenue and Schoolcraft Drive, as shown on the attached site plan.

SUMMARY

This is a request by Lansing Community College for a special land use permit to allow the construction of a new 3 level parking ramp on the property at 610 N. Capitol Avenue. The new parking ramp will replace the existing Gannon Parking ramp located on the N. Washington Avenue side of the Lansing Community College main campus.

Based on the findings contained in this staff report, the proposal complies with all of the criteria of Section 1282.03(f)(1)-(9) of the *Zoning Code* for evaluating Special Land Use permits.

1. The proposed Special Land Use will be harmonious with the character of adjacent properties and surrounding uses.
2. The proposed Special Land Use will not change the essential character of the surrounding properties.
3. The proposed Special Land Use will not interfere with the general enjoyment of adjacent properties.
4. The proposed Special Land Use does represent an improvement to the lot as it currently exists.
5. The proposed Special Land Use will not be hazardous to adjacent properties.
6. The proposed Special Land Use can be adequately served by public services and utilities.

7. The proposed Special Land Use will not place any demand on public services and facilities in excess of current capacities.
8. The proposed Special Land Use is consistent with the Design Lansing Master Plan institutional land use designation and with the goals of both the Master Plan and the Zoning Ordinance.
9. The proposed Special Land Use will comply with the dimensional requirements of the Zoning Ordinance.

RECOMMENDATION

Staff recommends approval of SLU-3-2020 for a special land use permit to allow the construction of a 3 level parking ramp on the property at 610 N. Capitol Avenue, based upon the findings of fact as outlined in this staff report.

Respectfully Submitted,

**Susan Stachowiak
Zoning Administrator**



NTH Consultants, Ltd.
Infrastructure Engineering and
Environmental Services

448 S. 5th St.
Suite 200
Lansing, MI 48201
Phone: 313.468.5500
Fax: 313.468.5505
Email: info@nth.com

NO.	DESCRIPTION	DATE
1	PROPOSED CONCRETE	
2	PROPOSED LANDSCAPE RESTORATION (TYP.)	
3	PROPOSED 100-YEAR FLOODPLAIN	
4	PROPOSED DRY OVERFLOW BASIN (TYP.)	
5	PROPOSED PARKING STRUCTURE	
6	PROPOSED LANDSCAPE RESTORATION (TYP.)	
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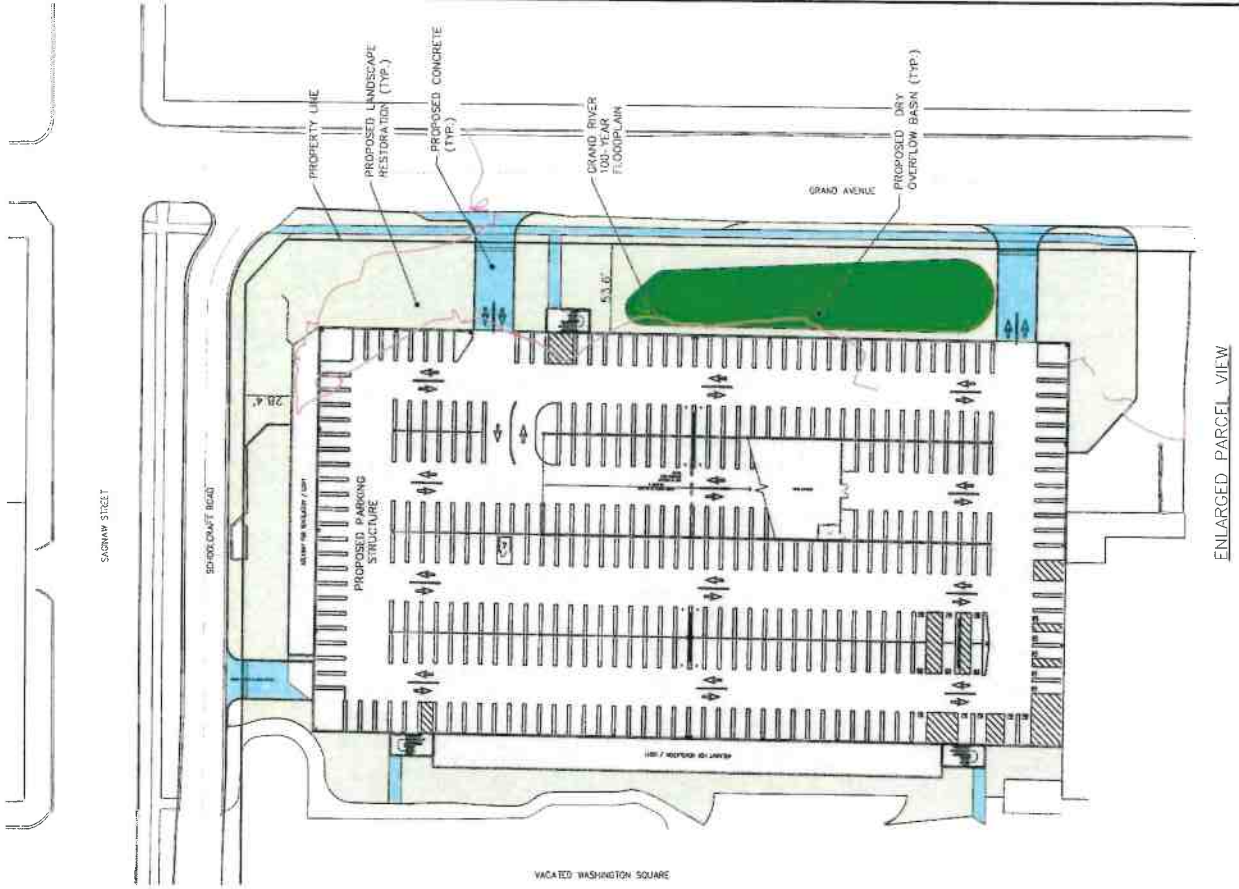
PROJECT NAME
NTH CONSULTANTS, LTD.
COLLEGE PARKING
STRUCTURES

PROJECT LOCATION
315 N GRAND AVENUE
LANSING, MI 48203

NO.	DESCRIPTION	DATE
1	PROPOSED CONCRETE	
2	PROPOSED LANDSCAPE RESTORATION (TYP.)	
3	PROPOSED 100-YEAR FLOODPLAIN	
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100	PROPOSED PARKING STRUCTURE	

SITE PLAN

2



ENLARGED PARCEL VIEW



OVERALL PARCEL VIEW
NOT TO SCALE

LEGEND

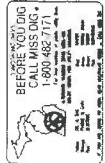
- PROPERTY LINE
- EXISTING 100-YEAR FLOODPLAIN
- PROPOSED PARKING STRUCTURE
- PROPOSED CONCRETE
- PROPOSED LANDSCAPE RESTORATION
- PROPOSED DRY OVERFLOW BASIN

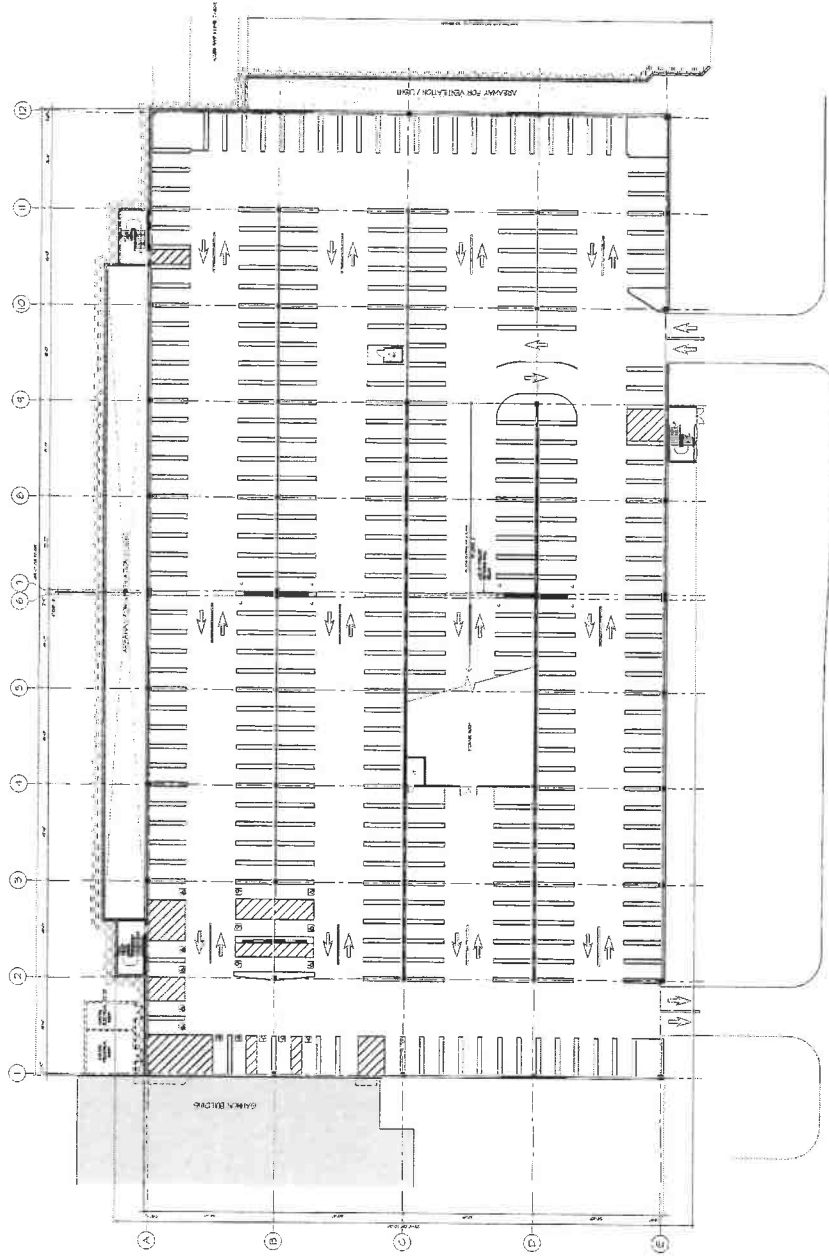


0 10' 20' 40'
SCALE

PROPERTY LEGAL DESCRIPTION

PARCEL 10: 33-01-16-201-007
SECTION 16, TOWNSHIP 16 N, RANGE 16 E, MERIDIAN 10 W, ALSO VAC N WASHINGTON AVE DET N LINE
SHAWASSEE ST & S LINE SCHOOLCRAFT ST, BLOCK 89 ORIG PLAT





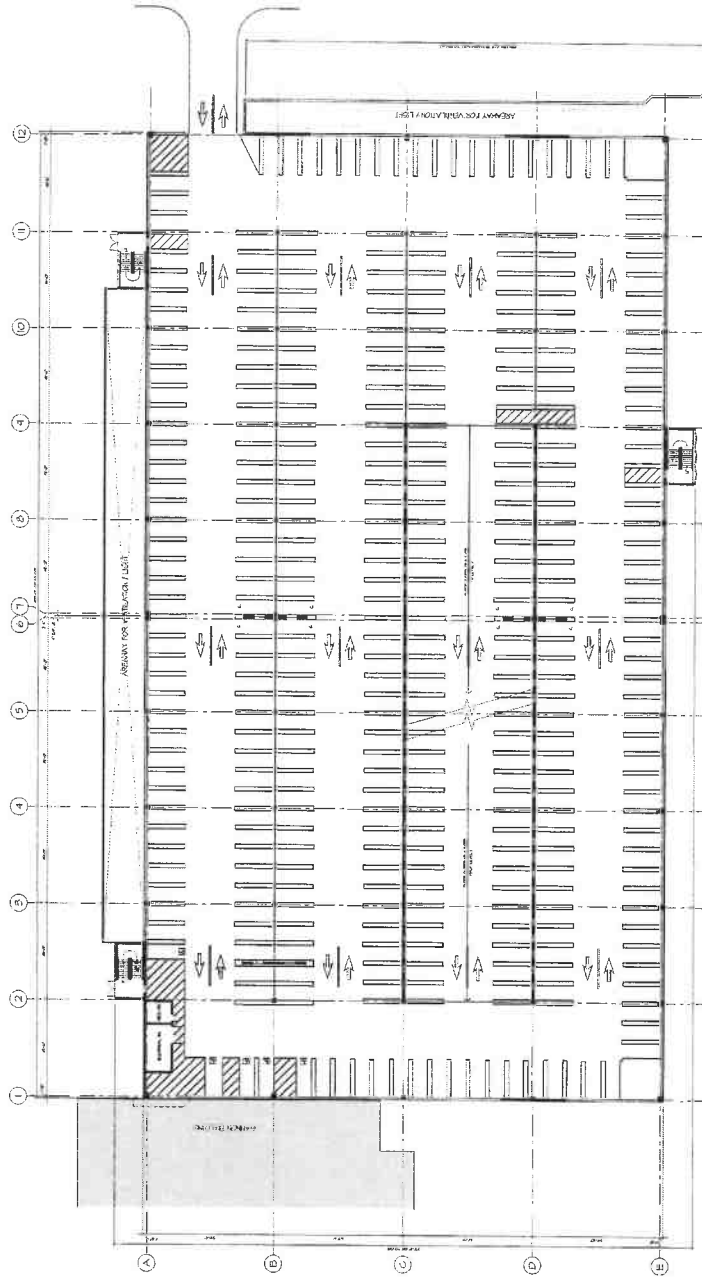
LEVEL 1 FLOOR PLAN
NOT TO SCALE

GANNON CAR COUNT			
LEVEL	Available	Occupied	TOTAL
LEVEL 1	150	0	150
LEVEL 2	150	0	150
LEVEL 3	150	0	150
LEVEL 4	150	0	150
TOTAL	600	0	600

PARKING GARAGE OCCUPANT CAPACITY			
LEVEL	FLOOR AREA (SQUARE FEET)	ESTIMATED CAPACITY	ACTUAL CAPACITY
LEVEL 1	150,000 SQ. FT.	150	150
LEVEL 2	150,000 SQ. FT.	150	150
LEVEL 3	150,000 SQ. FT.	150	150
LEVEL 4	150,000 SQ. FT.	150	150
TOTAL	600,000 SQ. FT.	600	600

NOTE: ABOVE FIGURES DO NOT INCLUDE PEDESTRIANS

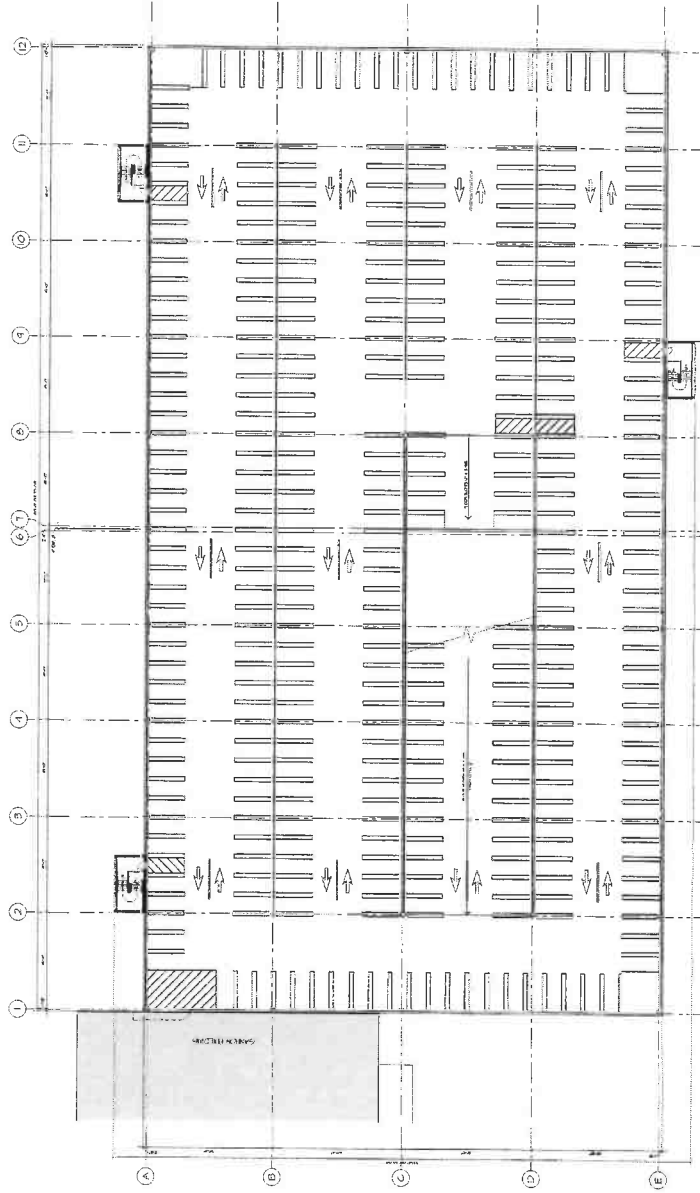
A-1
LEVEL 1 FLOOR PLAN
LANSING COMMUNITY COLLEGE
GANNON PARKING STRUCTURE DESIGN



LEVEL 2 FLOOR PLAN
10/1/14

GANNON CAR COUNT			
LEVEL	Assigned	Unassigned	TOTAL
LEVEL 1	200	30	230
LEVEL 2	200	30	230
LEVEL 3	200	30	230
TOTAL	600	90	690

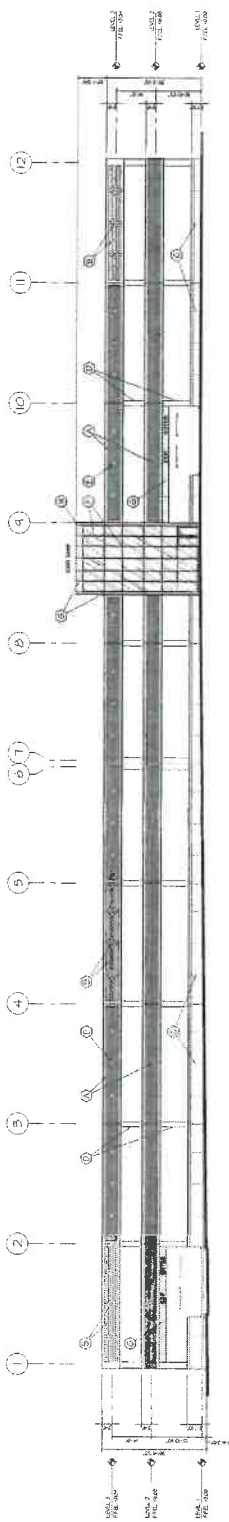
A-2 PROJECT NAME: LEVEL 2 FLOOR PLAN
LANSING COMMUNITY COLLEGE
GANNON PARKING STRUCTURE DESIGN



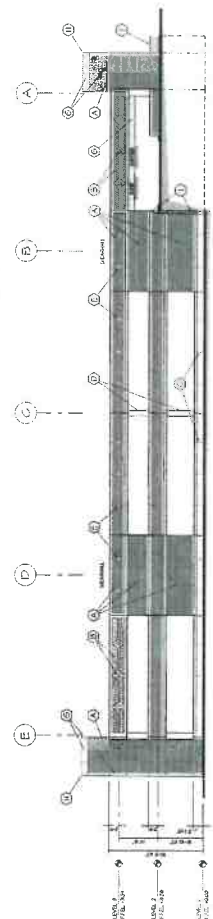
LEVEL 3 FLOOR PLAN
DATE: 10/10/10

GANNON CAR COUNT			
LEVEL	Forward	Reverse	TOTAL
LEVEL 1	320	0	320
LEVEL 2	320	0	320
LEVEL 3	320	0	320
TOTAL	960	0	960

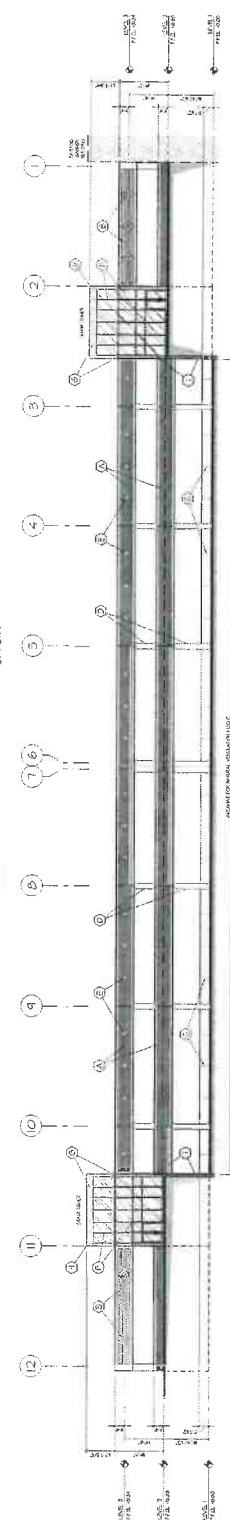
A-3 PROJECT NO. 10000
LEVEL 3 FLOOR PLAN
LANSHING COMMUNITY COLLEGE
GANNON PARKING STRUCTURE DESIGN



EAST (GRAND AVENUE) ELEVATION
SCALE: 1" = 30'-0"

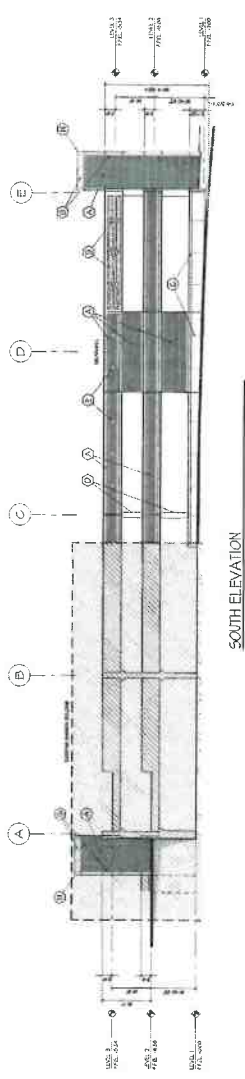


NORTH (SCHOOLCRAFT ROAD) ELEVATION
SCALE: 1" = 30'-0"



WEST ELEVATION
SCALE: 1" = 30'-0"

- KEY NOTES:**
1. FINISHES TO BE AS SHOWN ON THIS SET.
 2. FINISHES TO BE AS SHOWN ON THIS SET.
 3. FINISHES TO BE AS SHOWN ON THIS SET.
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 12. FINISHES TO BE AS SHOWN ON THIS SET.



SOUTH ELEVATION
SCALE: 1" = 30'-0"

Lansing Community College Gannon Deck PHOTO LOG

PROJECT NAME: LCC Parking Decks

PROJECT NO.: 62-190259

DATE: 11/04/2019 and 01/16/2020

REPORT NO.: 001

PHOTOGRAPHER:

D. Lutz

Page

1

of

6



Photo 1: Northwest corner of the property - looking southeast at Ex. Gannon Deck



Photo 2: West Property Limits - looking south from Schoolcraft and Grand

Lansing Community College Gannon Deck PHOTO LOG

PROJECT NAME: <u>LCC Parking Decks</u>		PROJECT NO.: <u>62-190259</u>	
DATE: <u>11/04/2019 and 01/16/2020</u>	REPORT NO.: <u>001</u>	PHOTOGRAPHER: <u>D. Lutz</u>	Page <u>2</u> of <u>6</u>



Photo 3: West Property Limits - looking south from Deck Entrance



Photo 4: West Side Gannon Deck – looking south along Gannon Deck Entrance

Lansing Community College Gannon Deck PHOTO LOG

PROJECT NAME: LCC Parking Decks	PROJECT NO.: 62-190259
DATE: 11/04/2019 and 01/16/2020	REPORT NO.: 001
PHOTOGRAPHER: D. Lutz	Page 3 of 6



Photo 5: Eastern Project Limits – looking south along Washington Mall/LCC Campus



Photo 6: Eastern Project Limits – looking south along Gannon Deck

Lansing Community College Gannon Deck PHOTO LOG

PROJECT NAME: LCC Parking Decks

PROJECT NO.: 62-190259

DATE: 11/04/2019 and 01/16/2020 REPORT NO.: 001 PHOTOGRAPHER: D. Lutz Page 4 of 6



Photo 7: North Property Limits – looking west along Schoolcraft



Photo 8: North Side Gannon Deck – looking west along lower level entrance drive

Lansing Community College Gannon Deck PHOTO LOG

PROJECT NAME: LCC Parking Decks

PROJECT NO.: 62-190259

DATE: 11/04/2019 and 01/16/2020

REPORT NO.: 001

PHOTOGRAPHER:

D. Lutz

Page

5

of

6



Photo 9: West Side Gannon Deck – looking south at helix exit ramp

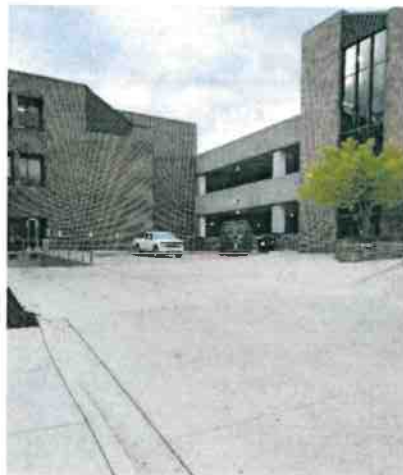


Photo 10: South Side Gannon Deck – looking northwest at structure and Gannon building

Lansing Community College Gannon Deck PHOTO LOG

PROJECT NAME: LCC Parking Decks	PROJECT NO.: 62-190259		
DATE: 11/04/2019 and 01/16/2020	REPORT NO.: 001	PHOTOGRAPHER: D. Lutz	Page 6 of 6

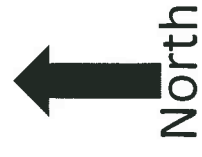
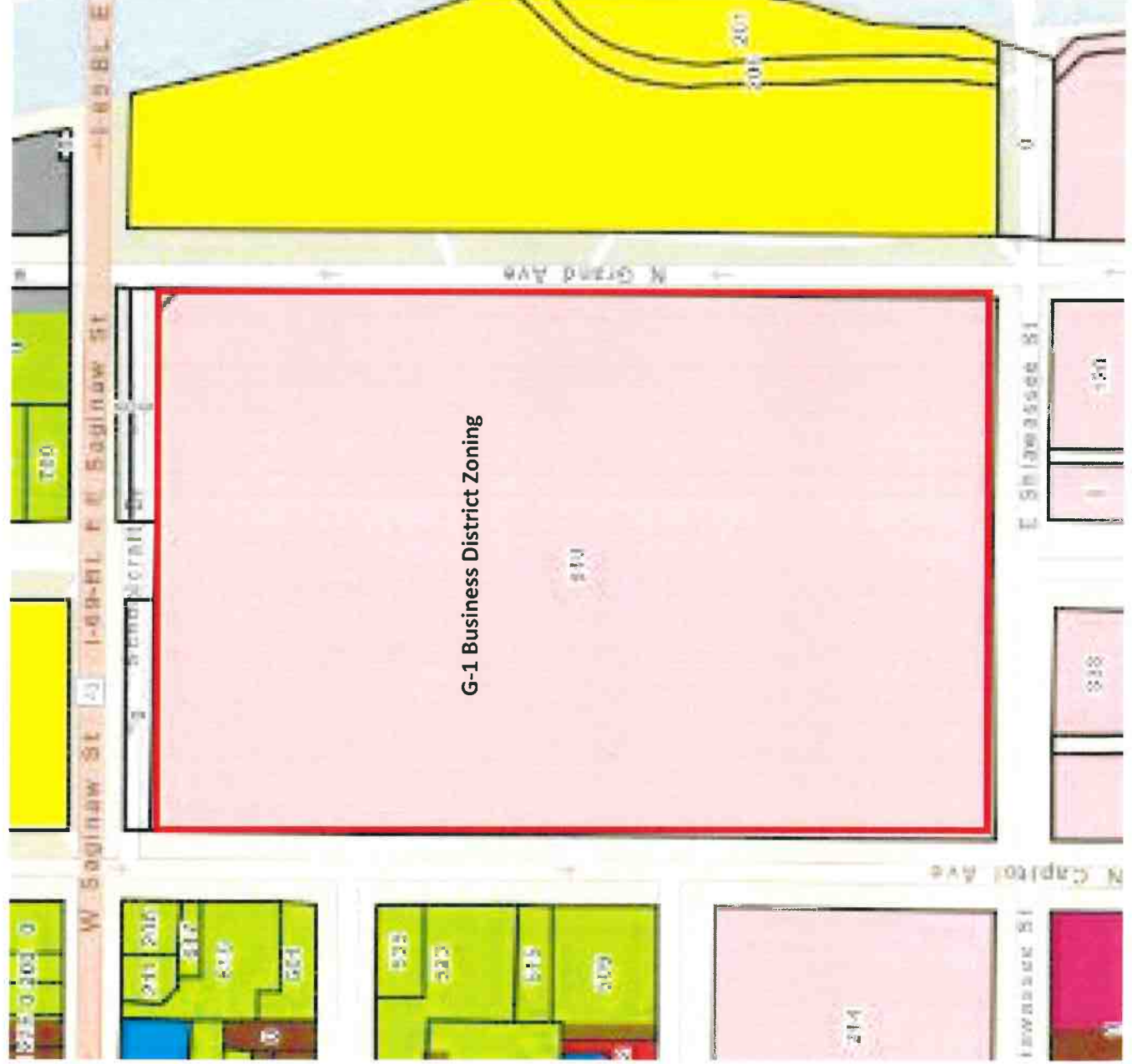


Photo 11: 1st Level Gannon Deck – looking south



Photo 12: 3rd Level Gannon Deck – looking south

City of Lansing





BY THE COMMITTEE ON DEVELOPMENT & PLANNING

RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

Resolved by the City Council of the City of Lansing that a public hearing be set for Monday, , 2020, at 7 p.m. in City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan, for the purpose of approving and/or opposing the Ordinance for rezoning:

SLU-3-2020:	610 N. Capitol Avenue, Special Land Use Permit, Parking deck in the “G-1” Business zoning district
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BY THE COMMITTEE OF DEVELOPMENT AND PLANNING
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

SLU-3-2020

Parking Deck in the "G-1" Business District

610 N. Capitol Avenue

WHEREAS, Lansing Community College has requested a special land use permit to allow the reconstruction of the Gannon parking deck, located on the N. Grand Avenue side of the LCC main campus at 610 N. Capitol Avenue; and

WHEREAS, the property is zoned "G-1" Business district, where parking facilities are permitted subject to obtaining a Special Land Use permit; and

WHEREAS, a review was completed by staff evaluating the character, location and impact of the proposal on the surrounding area, the environment and public services as well as its consistency with the existing zoning and land use patterns in the area and with the objectives of the Design Lansing Comprehensive Plan; and

WHEREAS, the Planning Board held a public hearing on March 3, 2020 at which several persons representing LCC spoke in favor of the request and no other comments were received; and

WHEREAS, the Planning Board, at its March 3, 2020 meeting, voted (4-1) to recommend approval of SLU-3-2020 for a special land use permit allow the reconstruction of the Gannon parking deck located on the N. Grand Avenue side of the main LCC campus at 610 N. Capitol Avenue; and

WHEREAS, the City Council held a public hearing regarding SLU-3-2020 on 2020
and

WHEREAS, the Committee on Development and Planning has reviewed the report and residential development recommendation of the Planning Board and concurs therewith; and

NOW THEREFORE BE IT RESOLVED that the Lansing City Council hereby approves SLU-3-2020 for a special land use permit to allow the reconstruction of the Gannon parking deck located on the N. Grand Avenue side of the main LCC campus at 610 N. Capitol Avenue.

BE IT FURTHER RESOLVED that this Special Land Use permit shall remain in effect only so long as the petitioner fully complies with this resolution, and if the petitioner fails to comply, the Special Land Use permit may be terminated by City Council Resolution.

BE IT FINALLY RESOLVED that in granting this request, the City Council determines the following:

1. The proposed Special Land Use will be harmonious with the character of adjacent properties and surrounding uses.
2. The proposed Special Land Use will not change the essential character of the surrounding properties.
3. The proposed Special Land Use will not interfere with the general enjoyment of adjacent properties.

4. The proposed Special Land Use does represent an improvement to the lot as it currently exists.
5. The proposed Special Land Use will not be hazardous to adjacent properties.
6. The proposed Special Land Use can be adequately served by public services and utilities.
7. The proposed Special Land Use will not place any demand on public services and facilities in excess of current capacities.
8. The proposed Special Land Use is consistent with the intent and purpose of the Zoning Code and the Design Lansing Comprehensive Plans.
9. The proposed Special Land Use will comply with the applicable Zoning Ordinance development requirements.

BY THE COMMITTEE _____
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Mayor made the appointment of Jennifer Poplar, 1400 Pico Avenue, Lansing, MI 48910 as an At-Large Member of the Park Board for a term to expire June 30, 2024; and

WHEREAS, the nominee has been vetted and meets the qualifications as required by the City Charter; and

WHEREAS, the Committee _____ took affirmative action;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Jennifer Poplar, 1400 Pico Avenue, Lansing, MI 48910 as an At-Large Member of the Park Board for a term to expire June 30, 2024.

BY THE COMMITTEE _____
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Mayor made the appointment of Mike Dombrowski 213 N. Hayford Ave. Lansing, MI 48912 as a First Ward Member of the Park Board for a term to expire June 30, 2021; and

WHEREAS, the nominee has been vetted and meets the qualifications as required by the City Charter; and

WHEREAS, the Committee _____ took affirmative action;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment Mike Dombrowski 213 N. Hayford Ave. Lansing, MI 48912 as a First Ward Member of the Park Board for a term to expire June 30, 2021.

BY THE COMMITTEE _____
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Mayor made the appointment of Kimberly Whitfield, 435 McPherson Ave. Lansing, MI 48915 as a Fourth Ward Member of the Park Board for a term to expire June 30, 2024; and

WHEREAS, the nominee has been vetted and meets the qualifications as required by the City Charter; and

WHEREAS, the Committee _____ took affirmative action;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Kimberly Whitfield, 435 McPherson Ave. Lansing, MI 48915 as a Fourth Ward Member of the Park Board for a term to expire June 30, 2024; and



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

ORLENE HAWKS
DIRECTOR

Thursday, April 02, 2020

Ranbir Singh, Applicant
C/O RURAL, INC.
singh.harnoor1996@gmail.com

RID # RQ-2004-05568 **Reference/Transaction:** TRANSFER OWNERSHIP 2019 SDD & SDM LICENSE WITH SUNDAY SALES PERMIT (AM) AND SUNDAY SALES PERMIT (PM) FROM RANSOM'S FOOD CENTER, INC.; TRANSFER LOCATION FROM 1001 S. CLINTON ST, STOCKBRIDGE TO 6030 S. PENNSYLVANIA AVE, STE 11, LANSING; TRANSFER GOVERNMENTAL UNIT UNDER MCL 436.1531(18) FROM STOCKBRIDGE VILLAGE TO LANSING CITY AT 6030 S PENNSYLVANIA AVE STE 11, LANSING, MI 48911-5283 IN LANSING CITY IN INGHAM COUNTY

Please let this letter serve as notice the Michigan Liquor Control Commission has referred your application to our Enforcement Division for investigation of your request.

Applicant/Licensee: RURAL, INC.

Business address and phone number: 6030 S PENNSYLVANIA AVE STE 11, LANSING, MI 48911-5283 IN LANSING CITY IN INGHAM COUNTY

Home address and phone number of partner(s)/subordinates:

Gurdeep Singh; 293 Minges Hills Dr Battle Creek MI 49015; Business phone: 269-966-8770; Cell phone: 269-830-3217
Ranbir Singh; 147 Barrington Circle Battle Creek MI 49015; Business phone: 269-966-8770; Cell phone: 269-209-9961

As part of the licensing process, an investigation is required by the Michigan Liquor Control Commission Enforcement Division. The Enforcement investigation will be conducted from the following designated District Office:

Lansing District Office (517) 284-6330

You may contact your designated District Office regarding any appointments or questions on documentation requested by the Investigator. **Failure to provide requested information or to keep scheduled appointments will cause the application to be returned to the Lansing office for cancellation.**

Since this request is a transfer under MCL 436.1529(1), approval of the local unit of government is not required. However, a copy of this notice is also being provided to **Local Governmental Unit** should they wish to submit an opinion on the application or advise of any local non-compliance issues.

Under administrative rule R 436.1105, the Commission shall consider the opinions of the local residents, local legislative body, or local law enforcement agency with regard to the proposed business when determining whether an applicant may be issued a license or permit.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. The licensee must obtain all other required state and local licenses, permits, and approvals before using this license for the sale of alcoholic liquor. Approval of this license by the Michigan Liquor Control Commission does not waive any of these requirements.

MICHIGAN LIQUOR CONTROL COMMISSION
Retail Licensing Division
(866) 813-0011

cc: RANSOM'S FOOD CENTER, INC. plransom58@yahoo.com
LANSING CITY chris.swope@lansingmi.gov