

REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF LANSING, MICHIGAN



VIA ZOOM CONFERENCING

AGENDA FOR JUNE 8, 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, June 8, 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 882 1557 3195 or call (312) 626-6799 and enter Meeting ID 882 1557 3195

- I. ROLL CALL
- II. MEDITATION AND PLEDGE OF ALLEGIANCE
- III. READING AND APPROVAL OF PRINTED COUNCIL PROCEEDINGS
Approval of the Printed Council Proceedings of May 4, May 11, and May 18
- 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. Ingham County Health Department
 2. Lansing Community College regarding SLU-3-2020
 3. Juneteenth Celebration
 4. City Clerk Presentation on 2020 Elections and Voting at Home (Absentee)
- 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
- 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. 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:

To Raise Your Hand:

On the phone: Dial *9

On a mac: Option Y

Windows: Alt Y

A. SCHEDULED PUBLIC HEARINGS

1. In consideration of 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 parking ramp in the “G-1” Business District (PEND-1616)

XIII. COUNCIL CONSIDERATION OF LEGISLATIVE MATTERS

A. REFERRAL OF PUBLIC HEARINGS

B. CONSENT AGENDA

1. BY COUNCIL MEMBERS BETZ, DUNBAR, GARZA, HUSSAIN, JACKSON, SPADAFORE, SPITZLEY, WOOD
 - a. Tribute; in recognition of the Juneteenth Celebration (PEND-1679)

C. RESOLUTIONS FOR ACTION

1. BY COUNCIL MEMBER SPADAFORE
 - a. Extend the Declaration of State of Emergency regarding COVID-19 (PEND-1683)
2. BY COUNCIL MEMBERS WOOD AND GARZA
 - a. Council Members COVID-19 Voluntary Compensation Reduction (PEND-1676)
3. BY THE COMMITTEE OF THE WHOLE
 - a. Grant Acceptance; STOP Violence Against Women Grant from the Michigan Department of Health and Human Services (PEND-1426)
 - b. Grant Acceptance: Public Art for Communities Grant from PNC Foundation’s Public Art for Communities and Lansing Economic Area Partnership (PEND-1639)

- c. 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 parking ramp in the “G-1” Business District (PEND-1616)

D. REPORTS FROM COUNCIL COMMITTEES

E. ORDINANCES FOR INTRODUCTION and Setting of Public Hearings

1. BY THE COMMITTEE OF THE WHOLE

- a. Re-adopting the Codified Ordinances of the City of Lansing (PEND-1664)

F. ORDINANCES FOR PASSAGE

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

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. Board of Water and Light Budget for Fiscal Year Ending June 30, 2021 and Capital Forecast for Fiscal Years 2021-2026
- c. Rules of Administrative Procedures, Board of Fire Commissioners

2. Letter(s) from the Mayor re:

- a. Budget Amendment for Fiscal Year 2019-20 (PEND-1680)
- b. Citizen Participation Plan for Community Development Block Grants (CDBG), HOME and Emergency Solutions Grants (ESG) Programs (PEND-1674)
- c. Reappointments; Clyde D. Carnegie as the 4th Ward Board Member of the Board of Police Commissioners, Georgina (Gina) Nelson as the 4th Ward Board Member and Rodney Singleton an At-Large Board Member of the Board of Fire Commissioners, Larry Leatherwood an At-Large Board Member of the Lansing Entertainment & Public Facilities Authority, and Melissa C. Jeffries an At-Large Board Member of the Board of Review (PEND-1669)

- d. Appointment; Ronald Wilson as an At-Large Member of the Board of Public Service for a term to expire June 30, 2021 (PEND-1667)
- e. Board of Water & Light Return on Equity Agreement; Fifth Amendment (PEND-1671)
- f. Grant Acceptance; Michigan Department of Treasury Financially Distressed Cities, Villages, and Townships (FDCVT) Grant (PEND-1666)

B. COMMUNICATIONS AND PETITIONS, AND OTHER CITY RELATED MATTERS

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.)

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:

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Windows: Alt Y

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 (TTY 711). 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-citytv-station>)

Want to make Public Comment?

Join Zoom Meeting from Computer <https://us02web.zoom.us/j/88215573195> (Note: this option requires downloading Zoom software. If you have not already installed the software, this may take a few minutes.) Meeting ID: **882 1557 3195**

Dial from your phone:

(312) 626-6799

Meeting ID: **882 1557 3195**

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.

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CITY OF LANSING
NOTICE OF PUBLIC HEARING

SLU-3-2020, 610 N. Capitol Avenue
Special Land Use Permit – Parking Deck

The Lansing City Council will hold a public hearing on Monday, June 8, 2020 at 7:00 p.m. at Lansing City Hall, 124 W. Michigan Avenue, Lansing, Michigan to consider SLU-3-2020. This is a request by Lansing Community College for a special land use permit to allow the construction of a new parking deck on the property at 610 N. Capitol Avenue. The new parking deck will replace the Gannon parking deck located on the N. Grand Avenue side of the Lansing Community College main campus, if a Special Land Use permit is approved by the Lansing City Council.

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 public hearing will be conducted via audio/video conference.

The public hearing will be electronically in accordance with the Open Meetings Act in an effort to protect the health and safety of the public. Michigan Executive Order provides temporary authorization of remote participation in public meetings and hearings. Members of the public wishing to participate in the meeting may do so by logging into or calling into the meetings using the website <https://us02web.zoom.us/j/88215573195> (Note: this option requires downloading Zoom software. If you have not already installed the software, this may take a few minutes) or by calling 646-876-9923 and entering Meeting ID: 882 1557 3195

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.

For more information, please call 517-483-4177. If you are interested in this matter, please attend the public hearing or send a representative. Written comments will be accepted between 8 a.m. and 5 p.m. on City business days if received before 5 p.m., on the day of the Public Hearing at the City Clerk's Office, Ninth Floor, City Hall, 124 West Michigan Ave., Lansing, MI 48933 or email city.clerk@lansingmi.gov.

Chris Swope, Lansing City Clerk
www.lansingmi.gov/Clerk
www.facebook.com/LansingClerkSwope

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.

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**



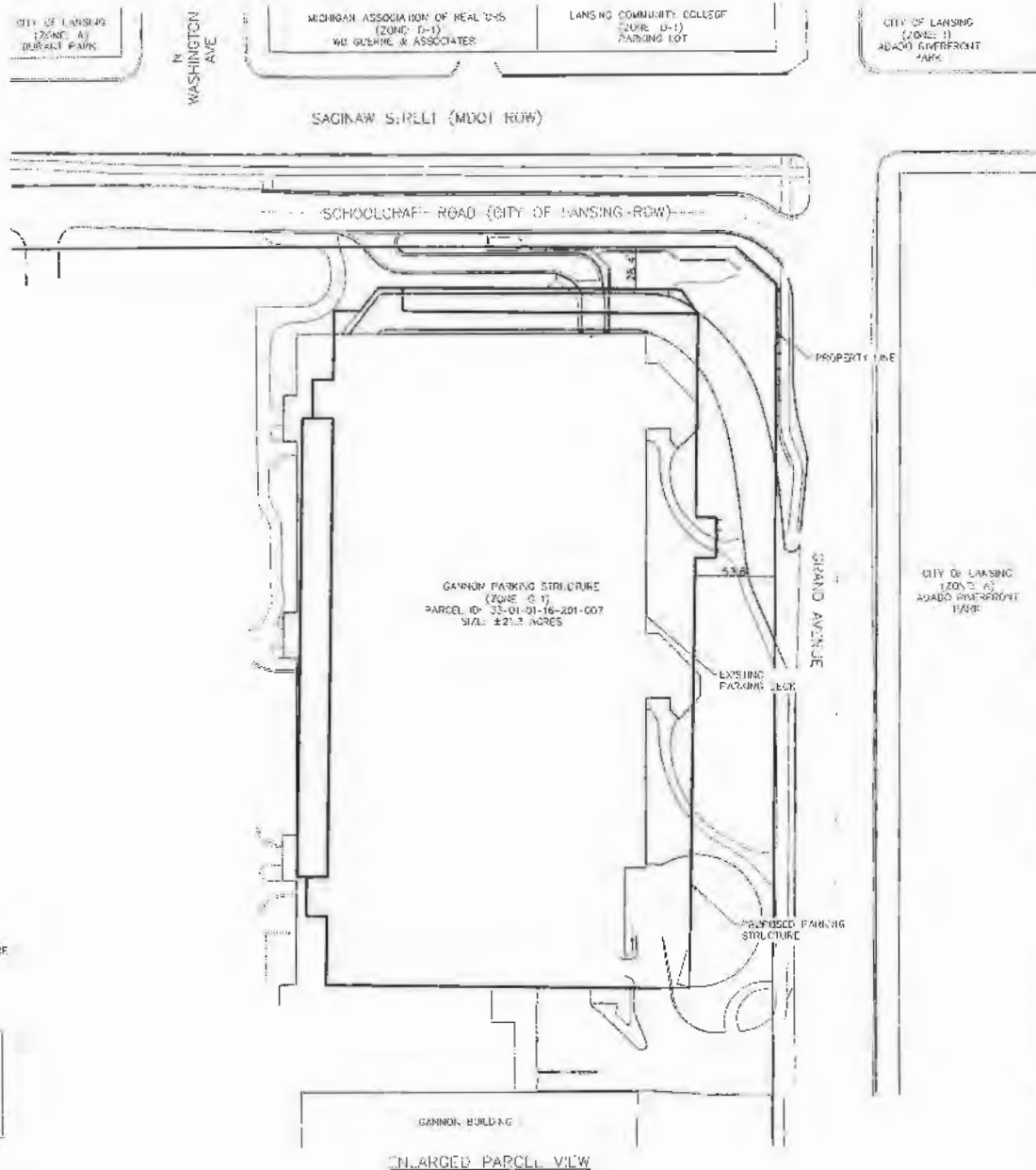
OVERALL PARCEL VIEW
NOT TO SCALE

LEGEND

- PROPERTY LINE
- PROPOSED PARKING STRUCTURE

PROPERTY LEGAL DESCRIPTION

PARCEL LOT: 33-01-01-16-201-007
 PLACES OR USE AS PERMITS AND LANDS & SURVISE PER
 ADD PERMITS, ALSO PERMITS BY & US EXC PARTS USED AS
 STREET R/W, ALSO YAC N WASHINGTON AVE LOT N LINC
 SHAWANESSE ST & S LINE SCHOOLCHAF ST, BLOCK 69
 ORIG PLAT



ENLARGED PARCEL VIEW



NTH Consultants, Ltd.
 Professional Engineering and
 Environmental Services
 400 West 1st
 Suite 100
 Lansing, MI 48901
 Phone: (517) 487-0000
 Fax: (517) 487-0001
 Email: info@nth.com

NO.	DESCRIPTION	DATE
1	PRELIMINARY	01/15/2017
2	REVISED	01/15/2017
3	REVISED	01/15/2017
4	REVISED	01/15/2017
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99	REVISED	01/15/2017
100	REVISED	01/15/2017

LANSING COMMUNITY COLLEGE PARKING STRUCTURES

315 N GRAND AVENUE
 LANSING, MI 48903

PROJECT NO.	315 N GRAND AVENUE
DATE	01/15/2017
BY	01/15/2017
SCALE	1" = 20'
PROJECT NO.	315 N GRAND AVENUE
DATE	01/15/2017
BY	01/15/2017
SCALE	1" = 20'

[illegible]

LANGSUNG CUMMULY
COLLEGE PARKING
SCHOOL

1

JINGJIAN AVENUE
LANDING, MI 48037

[illegible]

THE PLAN

2



ENLARGED PARCEL VIEW



OVERALL 2 ARCH VIEW
NOT TO SCALE

NOT TO SCALE

100

PROPERTY 111
EXISTING 100 YEAR FLOODPLAIN
P407C255 2007
P407C255 2007
P407C255 2007
P407C255 2007

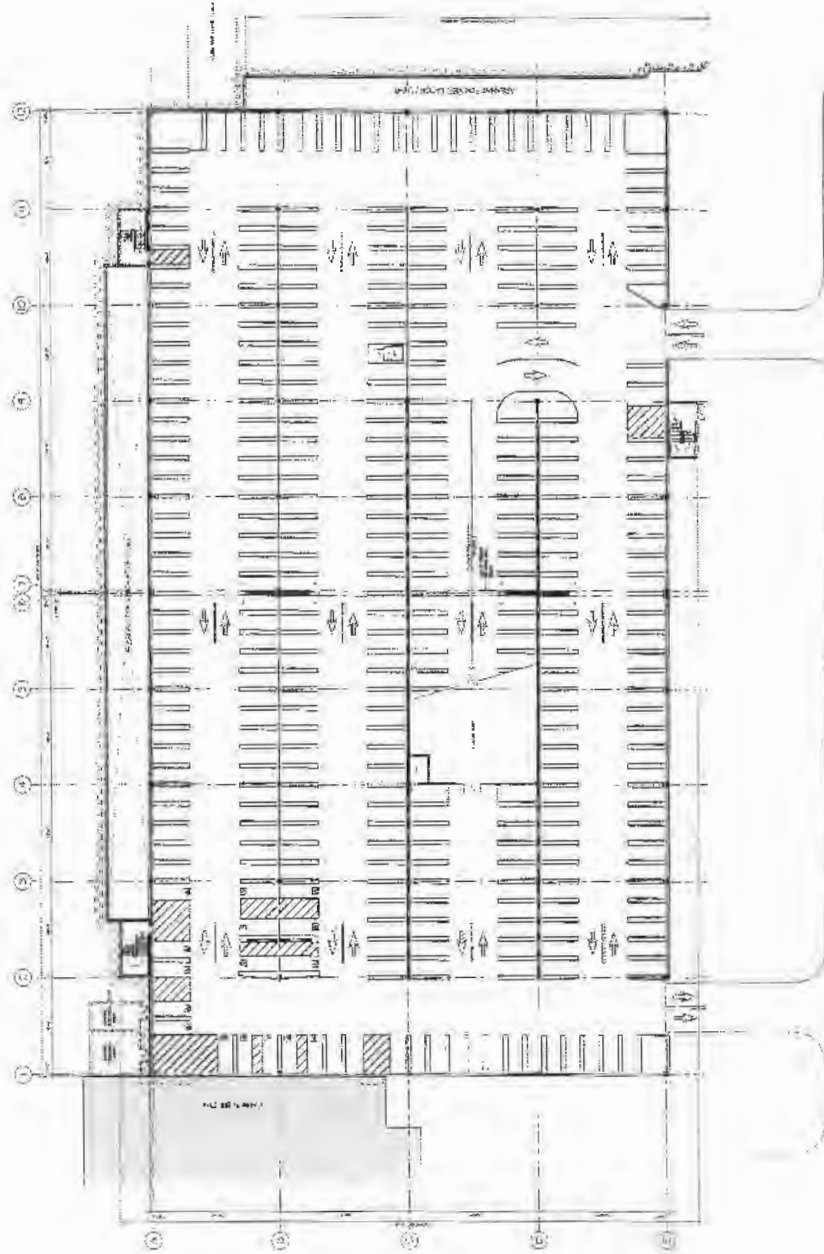
LEGEND



PROPERTY LEGAL DESCRIPTION

PAPERCLIP ID: 35-01-01-14-201-007
BIBULOUS, BR, BR, 87 & PARTS, VAC LAYER & GEN-SEE STS ADJ. HERETO. ALSO BLOCKS
64 & 65 LVC PARTS USED AS STREET R/W, ALSO VAC N. WASHINGTON AVE. B1 N. 1HE
KREWEHASSI, 51 & 52 50'00' GRANT ST. BLOCK 69. ORIG. PLAT.





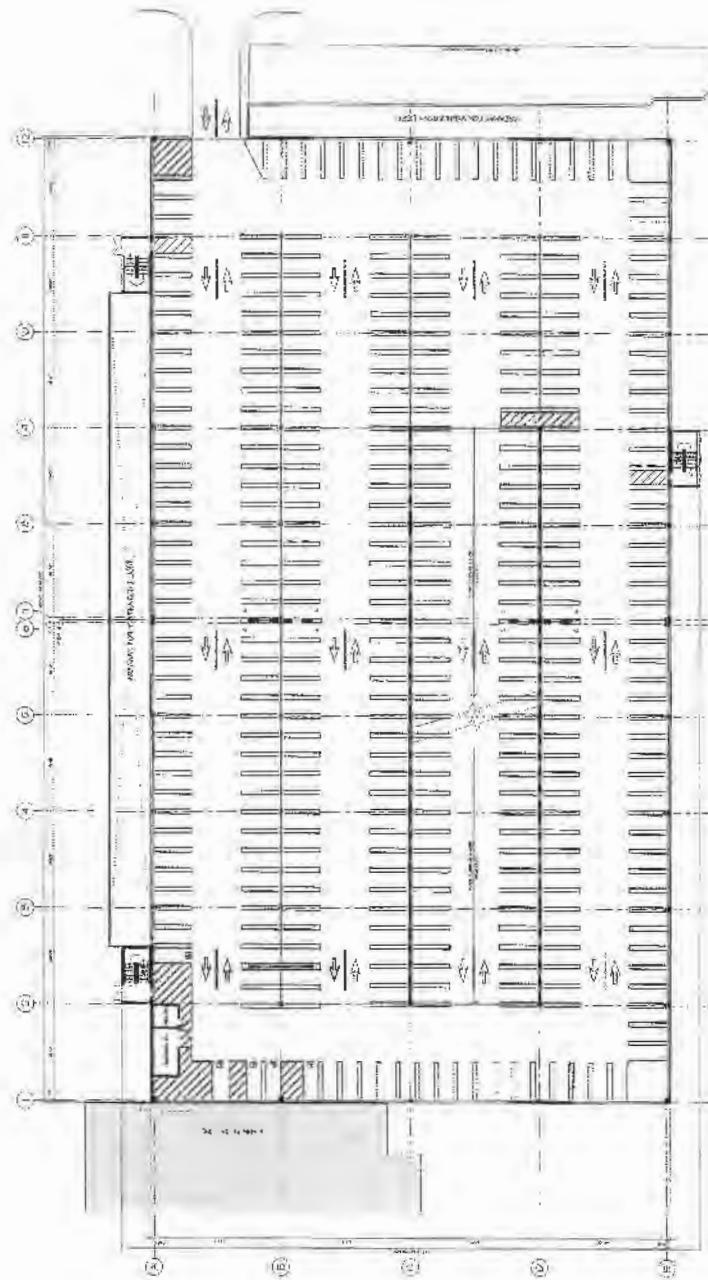
LEVEL 1 FLOOR PLAN

GANNON CAR COUNT			
LEVEL	LEVEL 1	LEVEL 2	TOTAL
LEVEL 1	40	0	40
LEVEL 2	0	0	0
TOTAL	40	0	40

PARKING GARAGE OCCUPANT CAPACITY			
LEVEL	LEVEL 1	LEVEL 2	TOTAL
LEVEL 1	40	0	40
LEVEL 2	0	0	0
TOTAL	40	0	40

SEE GANNON LIST OF RAMP, ELEVATOR, AND STAIRS

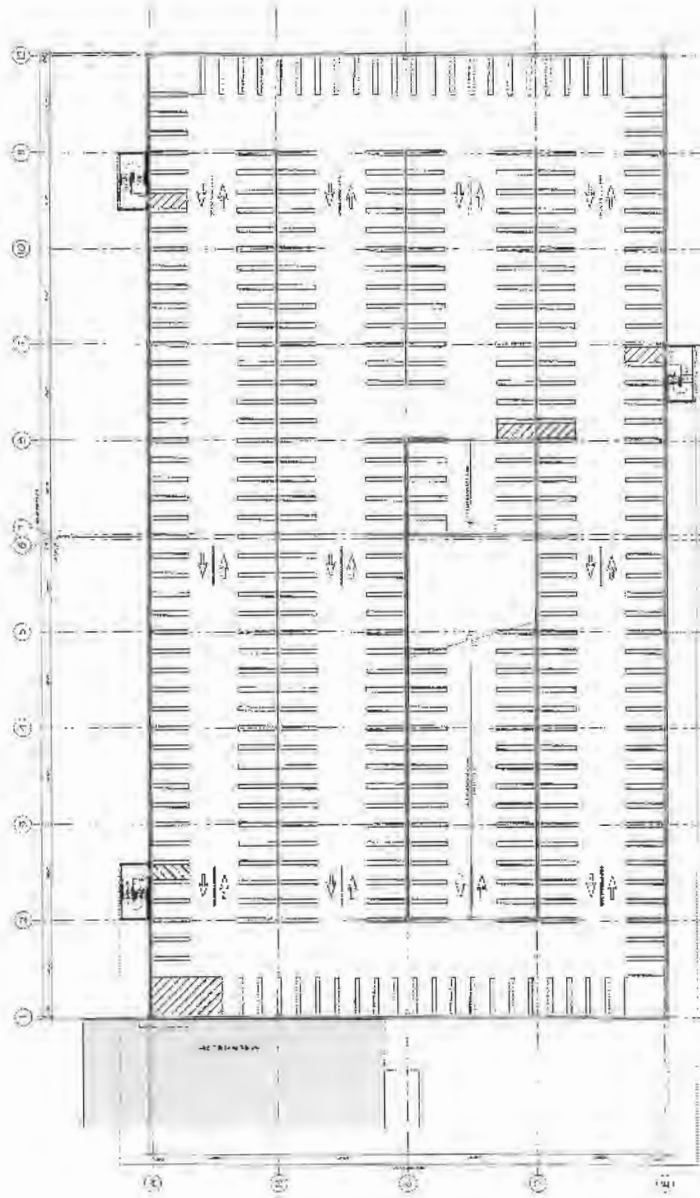
A-1 LEVEL 1 FLOOR PLAN
LANSING COMMUNITY COLLEGE
GANNON PARKING STRUCTURE DESIGN



LEVEL 2 FLOOR PLAN

GANNON CAR COUNT			
LEVEL	UPPER	LOWER	TOTAL
LEVEL 1	20	20	40
LEVEL 2	20	20	40
LEVEL 3	20	20	40
TOTAL	60	60	120

A-2 LEVEL 2 FLOOR PLAN
 LANSING COMMUNITY COLLEGE
 GANNON PARKING STRUCTURE DESIGN

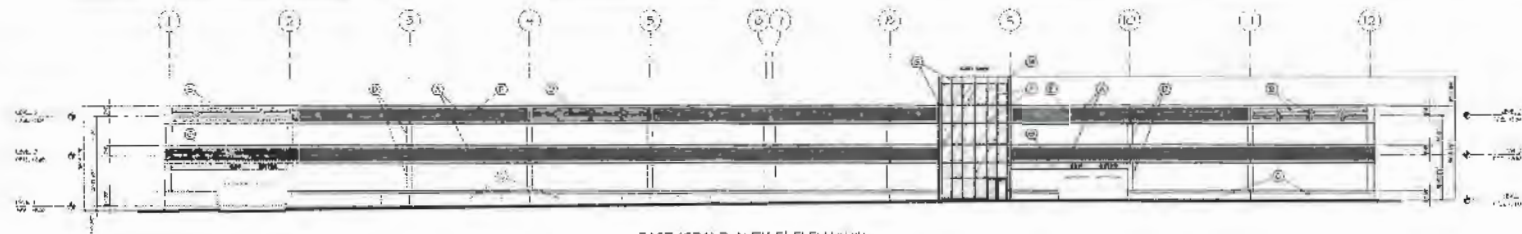


LEVEL 3 BLOCK PLAN

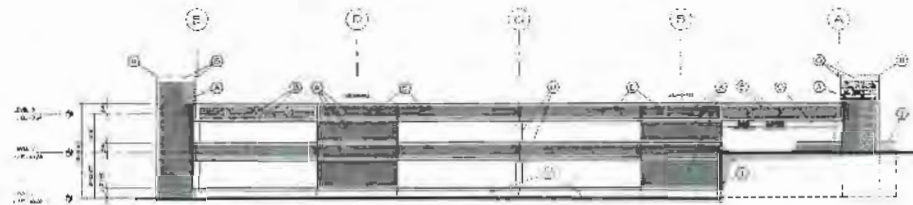
GANNON CAR COUNT

USE	Number	Ratio	Total
100% 1	100%	1.00	100%
100% 2	100%	1.00	100%
100% 3	100%	1.00	100%
100% 4	100%	1.00	100%
100% 5	100%	1.00	100%
100% 6	100%	1.00	100%
100% 7	100%	1.00	100%
100% 8	100%	1.00	100%
100% 9	100%	1.00	100%
100% 10	100%	1.00	100%
100% 11	100%	1.00	100%
100% 12	100%	1.00	100%
100% 13	100%	1.00	100%
100% 14	100%	1.00	100%
100% 15	100%	1.00	100%
100% 16	100%	1.00	100%
100% 17	100%	1.00	100%
100% 18	100%	1.00	100%
100% 19	100%	1.00	100%
100% 20	100%	1.00	100%
100% 21	100%	1.00	100%
100% 22	100%	1.00	100%
100% 23	100%	1.00	100%
100% 24	100%	1.00	100%
100% 25	100%	1.00	100%
100% 26	100%	1.00	100%
100% 27	100%	1.00	100%
100% 28	100%	1.00	100%
100% 29	100%	1.00	100%
100% 30	100%	1.00	100%
100% 31	100%	1.00	100%
100% 32	100%	1.00	100%
100% 33	100%	1.00	100%
100% 34	100%	1.00	100%
100% 35	100%	1.00	100%
100% 36	100%	1.00	100%
100% 37	100%	1.00	100%
100% 38	100%	1.00	100%
100% 39	100%	1.00	100%
100% 40	100%	1.00	100%
100% 41	100%	1.00	100%
100% 42	100%	1.00	100%
100% 43	100%	1.00	100%
100% 44	100%	1.00	100%
100% 45	100%	1.00	100%
100% 46	100%	1.00	100%
100% 47	100%	1.00	100%
100% 48	100%	1.00	100%
100% 49	100%	1.00	100%
100% 50	100%	1.00	100%
100% 51	100%	1.00	100%
100% 52	100%	1.00	100%
100% 53	100%	1.00	100%
100% 54	100%	1.00	100%
100% 55	100%	1.00	100%
100% 56	100%	1.00	100%
100% 57	100%	1.00	100%
100% 58	100%	1.00	100%
100% 59	100%	1.00	100%
100% 60	100%	1.00	100%
100% 61	100%	1.00	100%
100% 62	100%	1.00	100%
100% 63	100%	1.00	100%
100% 64	100%	1.00	100%
100% 65	100%	1.00	100%
100% 66	100%	1.00	100%
100% 67	100%	1.00	100%
100% 68	100%	1.00	100%
100% 69	100%	1.00	100%
100% 70	100%	1.00	100%
100% 71	100%	1.00	100%
100% 72	100%	1.00	100%
100% 73	100%	1.00	100%
100% 74	100%	1.00	100%
100% 75	100%	1.00	100%
100% 76	100%	1.00	100%
100% 77	100%	1.00	100%
100% 78	100%	1.00	100%
100% 79	100%	1.00	100%
100% 80	100%	1.00	100%
100% 81	100%	1.00	100%
100% 82	100%	1.00	100%
100% 83	100%	1.00	100%
100% 84	100%	1.00	100%
100% 85	100%	1.00	100%
100% 86	100%	1.00	100%
100% 87	100%	1.00	100%
100% 88	100%	1.00	100%
100% 89	100%	1.00	100%
100% 90	100%	1.00	100%
100% 91	100%	1.00	100%
100% 92	100%	1.00	100%
100% 93	100%	1.00	100%
100% 94	100%	1.00	100%
100% 95	100%	1.00	100%
100% 96	100%	1.00	100%
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100% 98	100%	1.00	100%
100% 99	100%	1.00	100%
100% 100	100%	1.00	100%

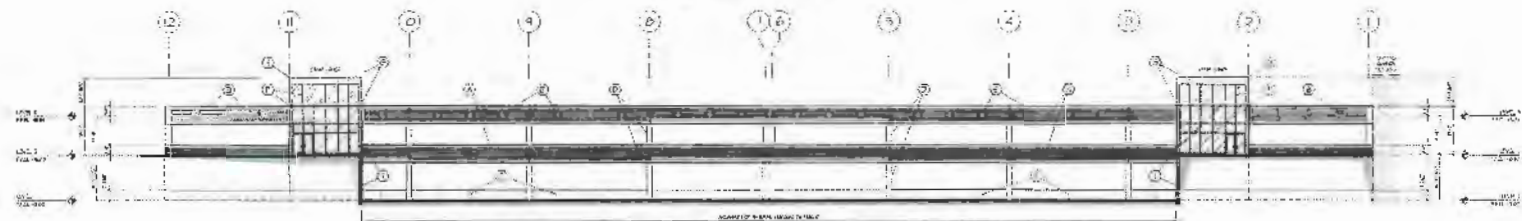
A-3 LEVEL 3 BLOCK PLAN
 LANSING COMMUNITY COLLEGE
 GANNON PARKING STRUCTURE DESIGN



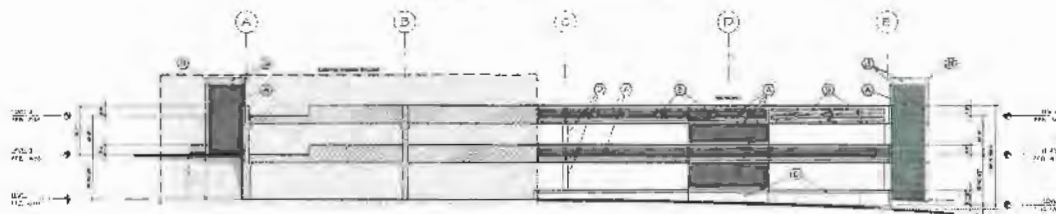
EAST (GRAND AVENUE) ELEVATION
SCALE: 1/8" = 1'-0"



NORTH (SCHOOLCRAFT ROAD) ELEVATION
SCALE: 1/8" = 1'-0"



WEST ELEVATION
SCALE: 1/8" = 1'-0"



SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

KEY NOTES	
1	SEE DETAIL 101 FOR WINDOW SCHEDULE
2	SEE DETAIL 102 FOR DOOR SCHEDULE
3	SEE DETAIL 103 FOR ROOF SCHEDULE
4	SEE DETAIL 104 FOR FLOOR SCHEDULE
5	SEE DETAIL 105 FOR WALL SCHEDULE
6	SEE DETAIL 106 FOR CEILING SCHEDULE
7	SEE DETAIL 107 FOR EXTERIOR FINISH SCHEDULE
8	SEE DETAIL 108 FOR INTERIOR FINISH SCHEDULE
9	SEE DETAIL 109 FOR MECHANICAL SCHEDULE
10	SEE DETAIL 110 FOR ELECTRICAL SCHEDULE
11	SEE DETAIL 111 FOR PLUMBING SCHEDULE
12	SEE DETAIL 112 FOR HVAC SCHEDULE
13	SEE DETAIL 113 FOR LANDSCAPE SCHEDULE
14	SEE DETAIL 114 FOR SIGNAGE SCHEDULE
15	SEE DETAIL 115 FOR SECURITY SCHEDULE
16	SEE DETAIL 116 FOR ACCESSIBILITY SCHEDULE
17	SEE DETAIL 117 FOR SUSTAINABILITY SCHEDULE
18	SEE DETAIL 118 FOR HISTORIC PRESERVATION SCHEDULE
19	SEE DETAIL 119 FOR ARCHITECTURAL SCHEDULE
20	SEE DETAIL 120 FOR GENERAL SCHEDULE



A-4 EXTERIOR ELEVATIONS
LANSING COMMUNITY COLLEGE
GANNON PARKING STRUCTURE DESIGN

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>1</u> of <u>6</u>



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: LCC Parking Decks

PROJECT NO.: 62-190259

DATE: 11/04/2019 and 01/16/2020

REPORT NO.: 001

PHOTOGRAPHER:

D. Lutz

Page

2

of

6



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: <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. Luiz</u>	Page <u>4</u> of <u>6</u>



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: <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>5</u> of <u>6</u>



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



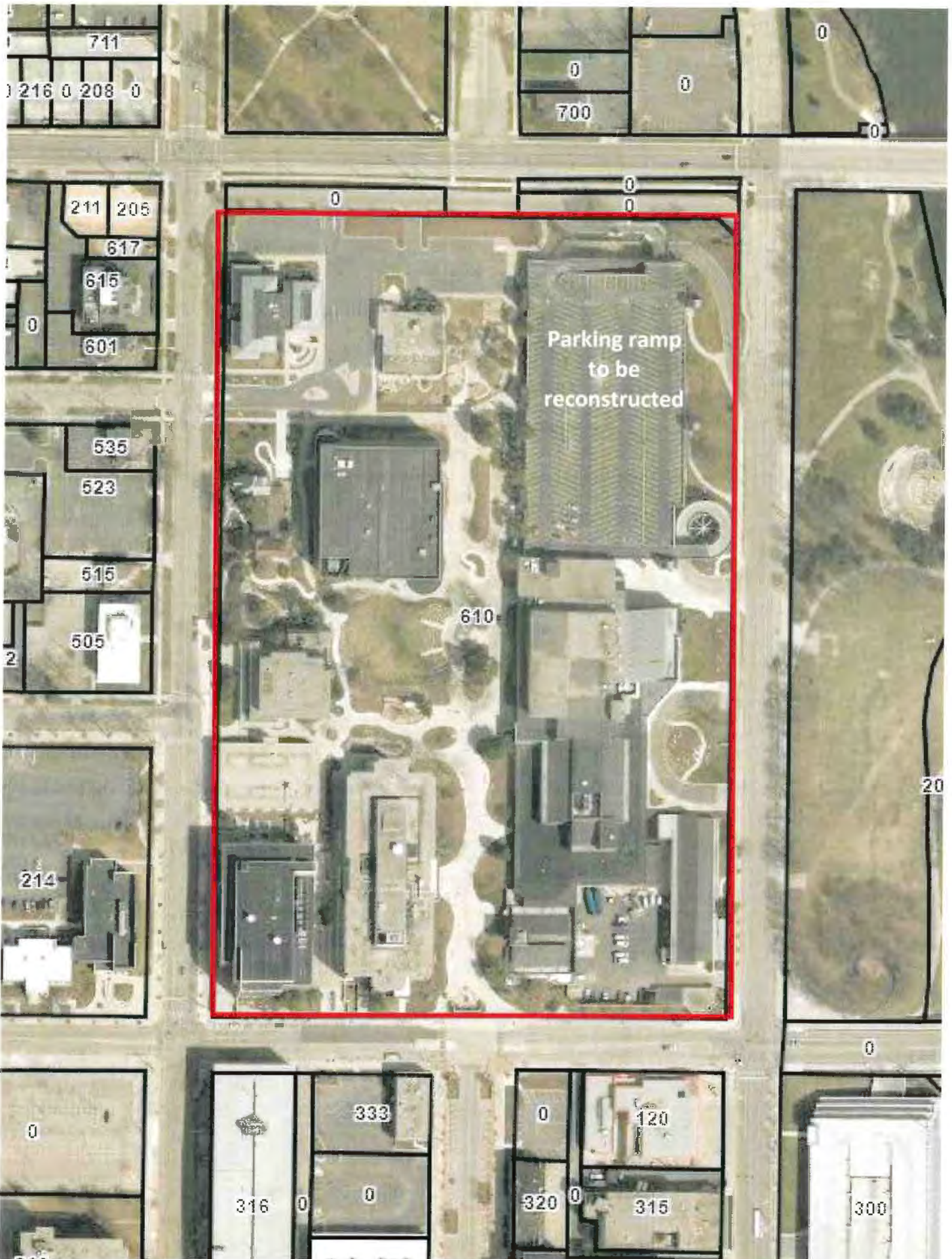
Photo 12: 3rd Level Gannon Deck – looking south

City of Lansing



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





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

WHEREAS, the oldest African American Holiday was first recognized on June 19, 1865, and is observed in over 15 states across the country. It was on June 19, 1865 that news of the Emancipation Proclamation, which President Lincoln signed on January 1, 1863, reached the slaves of Texas; and

WHEREAS, learning of their freedom, June 19, 1865 became the true Independence Day for African-Americans in the United States. The slaves immediately left the plantations and began celebrating their freedom by praying, feasting, dancing, and singing in the cities; and

WHEREAS, this day was named “Juneteenth Day”, representing the joys of freedom and new beginnings, remembering the end of slavery in the United States by the celebration of liberty, educating the community about the heritage, and promoting positive cultural interaction; and

WHEREAS, The 27th Annual Lansing Celebration of Juneteenth and the 16th year recognition of “Juneteenth Day” as a State of Michigan holiday event will be recognized by a special Tribute via PSA on local public media sources and social media on Friday, June 29, 2020; and

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council, hereby, recognizes the 27th Annual Lansing Celebration of Juneteenth and the 16th year recognition of the State of Michigan Juneteenth holiday. We extend our appreciation to the Juneteenth Committee for all of their work in continuing the founding theme, “Juneteenth, Where the Reunion Begins.” We wish you continued success!

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

WHEREAS, on March 16, 2020 under Resolution 2020-053, City Council approved Mayor Schor's Declaration of Emergency through April 10, 2020; and

WHEREAS, on April 9, 2020 under Resolution 2020-053, City Council approved Mayor Schor's Declaration of Emergency through April 30, 2020; on April 27th, 2020 under Resolution 2020-069 City Council approved Mayor Schor's Declaration of Emergency through May 15, 2020, and on May 11, 2020 under Resolution 2020-077 City Council approved the Declaration of Emergency through June 8, 2020; and

WHEREAS, the Resolutions emphasized the fact that the novel 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; and

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency for COVID-19, and affected state and local governments have also declared states of emergency; and

WHEREAS, on March 23, 2020 Governor Whitmer signed a "Stay Safe, Stay Home" Executive Order in response to the severe health and concerns relating to the COVID-19 outbreak in the State of Michigan, and under the authority granted under Chapter 234.05, the Lansing Emergency Management Ordinance, the Mayor declared a local state of emergency on March 16, 2020 taking effect March 17, 2020; and

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council finds that the circumstances warrant an extension of the Mayor's emergency declaration and continuation of the emergency response plan to ensure that public health is protected; and

BE IT FINALLY RESOLVED that the City Council approves an extension of the declaration of emergency, through and including June 30, 2020, and authorizes such powers and duties as provided by Chapter 234.05, the Lansing Emergency Management Ordinance, together with those powers provided by statute, including those set forth in MCL § 30.401 et seq.

BY COUNCIL MEMBER CAROL WOOD AND JEREMY GARZA
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the COVID-19 pandemic has resulted in a recognized national, state and local health emergency; and

WHEREAS, the State of Michigan and the City of Lansing have engaged in a number of actions to protect the health and welfare of the public and City residents; and

WHEREAS, such actions have been significant and necessary and have included City steps designed to protect Lansing employees, officers, officials and citizens; and

WHEREAS, implementation of the steps has necessarily resulted in unavoidable costs, reduction in revenue, and consequential budget constraints; and

WHEREAS, to address the budgetary concerns, and reduced revenue, City employees will experience furlough days and shortened work weeks; and

WHEREAS, the City Council is legally prohibited from reducing the Council Members' salaries that are independently set by the Lansing Elected Officers Compensation Commission (EOCC), but still wants to do its part in these unusual financial times; and City Council also wants to demonstrate that it recognizes and supports the sacrifices being made by all City employees and citizens.

NOW, THEREFORE, BE IT RESOLVED that the City Council, acting as a whole, hereby recommends that each Council Member voluntarily donate back to the City ten percent (10%) of the City Council Member's salary set by the EOCC either through a direct contribution or payroll deduction.

BY THE COMMITTEE OF THE WHOLE
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.

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

Approval to Accept \$10,000 Public Art for Communities Grant

WHEREAS, The City of Lansing has recognized, through the enactment of the City of Lansing Public Art Policy established by Executive Order 2019-06, the importance of promoting art in public spaces and public facilities; and

WHEREAS, as stated in Executive Order 2019-06, the City of Lansing has determined that art placed in public spaces animates public and private spaces, rejuvenates structures and streetscapes, improves local business viability and public safety, and brings diverse people together to celebrate and inspire; and

WHEREAS, as stated in Executive Order 2019-06, where possible, the City of Lansing will incorporate or work with outside parties to incorporate art into the interior spaces of public facilities and into the design of all public buildings, ways, bridges, parks, plazas, or other public spaces; and

WHEREAS, the Public Art for Communities Grant program, funded by the Lansing Economic Area Partnership (LEAP) and the PNC Foundation, supports the creation and installation of a public art piece for year-round public display in a highly visible strategic location; and

WHEREAS, the Lansing Economic Development Corporation (LEDC) applied for the Public Art for Communities Grant on behalf of the City of Lansing for the 2020 grant period; and

WHEREAS, through a competitive process, the Lansing Economic Area Partnership (LEAP) awarded the City of Lansing a \$10,000 Public Art for Communities Grant to be used for the installation of public art in Reutter Park; and

WHEREAS, The City of Lansing has in the application agreed to provide in-kind services in the form of art piece installation and maintenance; and

WHEREAS, pending approval by the Lansing Brownfield Redevelopment Authority (LBRA) Board, the LBRA will provide \$5,000 in matching funds for the project.

NOW, THEREFORE, BE IT RESOLVED, The Lansing City Council approves acceptance of, and the mayor is authorized to execute any necessary agreements for, the Lansing Economic Area Partnership (LEAP) and PNC Foundation's Public Art for Communities Grant in the total amount of \$10,000.00 for the 2020 grant period for the City of Lansing.

BE IT FINALLY RESOLVED, the Administration is authorized to receive the funds, create the necessary accounts, and make the necessary transfers for their administration in accordance with the requirements of the grantor.

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.

INTRODUCTION OF ORDINANCE

Council President Spadafore introduced:

An ordinance of the City of Lansing, Michigan, for the purpose of re-adopting the codified ordinances of the City of Lansing.

The Ordinance is referred to the Committee of the Whole

**RESOLUTION 2020-
RESOLUTION SETTING PUBLIC HEARING
BY CITY COUNCIL**

Resolved by the City Council of the City of Lansing that a public hearing be set for Monday, ___, 2020 at 7 p.m. in Tony Benavides Lansing City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan, for the purpose of re-adopting the codified ordinances of the City of Lansing.

Interested Persons are invited to attend this Public Hearing.

ORDINANCE No. _____

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, RE-ADOPTING THE
CODIFIED ORDINANCES OF THE CITY OF LANSING.

THE CITY OF LANSING ORDAINS:

SECTION 1. THAT THE CODE OF ORDINANCES OF THE CITY OF LANSING,
MICHIGAN, AS AMENDED AND REPUBLISHED BY MUNICIPAL CODE CORPORATION
THROUGH SUPPLEMENT 51, AND ALL GENERAL AND PERMANENT LEGISLATION
OF THE CITY FROM THE DATE OF ENTRY THROUGH DECEMBER 31, 2019, EXCEPT
ANY ORDINANCE REPEALED AS PROVIDED BY LAW, AS REVISED, CODIFIED,
ARRANGED, NUMBERED, EDITED AND CONSOLIDATED INTO COMPONENT CODES,
TITLES, CHAPTERS AND SECTIONS, ARE HEREBY APPROVED AND READOPTED AS
THE CODIFIED ORDINANCES OF LANSING, MICHIGAN 2019, COMPLETE TO
DECEMBER 31, 2019.

SECTION 2. THE READOPTION OF CODIFIED ORDINANCES SHALL NOT BE
CONSTRUED TO AFFECT A RIGHT OR LIABILITY ACCRUED OR INCURRED UNDER
ANY LEGISLATIVE PROVISION PRIOR TO THE EFFECTIVE DATE OF SUCH
READOPTED, OR AN ACTION OR PROCEEDING FOR THE ENFORCEMENT OF SUCH
RIGHT OR LIABILITY. SUCH READOPTION SHALL NOT BE CONSTRUED TO RELIEVE
ANY PERSON FROM PUNISHMENT FOR AN ACT COMMITTED IN VIOLATION OF ANY
SUCH LEGISLATIVE PROVISION, NOR TO AFFECT AN INDICTMENT OR
PROSECUTION THEREFOR. FOR SUCH PURPOSES, ANY SUCH LEGISLATIVE
PROVISION SHALL CONTINUE IN FULL FORCE NOTWITHSTANDING ITS REPEAL
FOR THE PURPOSE OF REVISION AND CODIFICATION.

Section 3. Should any section, clause or phrase of this ordinance be declared to be invalid, the
same shall not affect the validity of the ordinance as a whole, or any part other than the part so
declared to be invalid.

Section 4. All ordinance or parts of ordinances in conflict with any of the provisions of this
ordinance are hereby repealed.

Section 5. This ordinance shall take effect on the 30th day after enactment unless given
immediate effect by City Council and shall expire December 31, 2029.



Chris Swope
Lansing City Clerk

June 5, 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

Board of Water and Light Board of Commissioners

January 28, 2020

Board of Water and Light Pension Fund Trustees

November 19, 2019

Lansing Brownfield Redevelopment Authority
Lansing Economic Development Authority
Tax Increment Financial Authority

April 9, 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,

A handwritten signature in cursive script that reads "Chris Swope".

Chris Swope, MMC/MiPMC
Lansing City Clerk



Chris Swope
Lansing City Clerk

June 5, 2020

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

Dear President and Councilmembers:

Pursuant to Article 5, Chapter 2, Section 5-203.5 and Section 5-203.6 of the Lansing City Charter, on September 28, 2015 my office received and placed on file:

Board of Water and Light Budget for Fiscal Year Ending June 30, 2021

Capital Forecast for Fiscal Years 2021-2026

This document is available for review at the office of the City Clerk and on the City Clerk's website (www.lansingmi.gov/clerk).

Sincerely,

Chris Swope, CMC
Lansing City Clerk



Lansing Board of Water and Light
P.O. Box 13007
1201 S. Washington Ave.
Lansing, MI 48912

Electronic Delivery

May 29, 2020

Chris Swope, City Clerk
City of Lansing
124 W. Michigan Avenue, 9th Floor
Lansing, MI 48933

RE: Budget for Fiscal Year Ending June 30, 2021
Capital Forecast for Fiscal Years 2021-2026

Dear Mr. Swope:

In accordance with provisions of the Lansing City Charter, Article 5, Chapter 2, Section 5-203.5, and Section 5-203.6, a copy of the Lansing Board of Water and Light Budget for Fiscal Year ending June 30, 2021, and a copy of the Lansing Board of Water and Light Capital Improvement Plan for Fiscal Years 2021-2026 are attached for filing with your office.

The Board of Commissioners adopted the Budget and accepted the Capital Forecast for Fiscal Years 2021-2026 at a regular board meeting held May 26, 2020.

Respectfully submitted,

M. Denise Griffin
Corporate Secretary

PDF Attachment

Electronic Copy:

Dick Peffley, General Manager
Heather Shawa, Chief Financial Officer
Andy Schor, Mayor City of Lansing, MI
LBWL Commissioners
Lansing City Council President, Peter Spadafore, and Councilmembers

FY 2021 Income Statement by Utility

FY 2021 Income Statement	Electric	Water	Steam	Chilled Water	Total
Sales (MWh, ccf, Mlb, ton-hrs)	2,823,199	8,234,219	673,500	10,645	
Operating Revenue					
Residential	\$ 90,873,202	\$ 18,530,033	\$ 17,927	\$ -	\$ 109,421,162
Commercial	\$ 145,076,172	\$ 15,907,513	\$ 8,517,577	\$ 6,286,925	\$ 175,788,186
Industrial	\$ 37,494,931	\$ 2,190,751	\$ 2,809,773	\$ -	\$ 42,495,455
Wholesale	\$ 30,734,317	\$ 3,802,089	\$ -	\$ -	\$ 34,536,406
Other	\$ 11,670,600	\$ 7,035,446	\$ 1,395,055	\$ -	\$ 20,101,101
Total Operating Revenue	\$ 315,849,222	\$ 47,465,832	\$ 12,740,332	\$ 6,286,925	\$ 382,342,311
Operating Expenses					
Fuel and Purchased Power	\$ (104,841,230)	\$ (5,378,266)	\$ (3,097,056)	\$ -	\$ (113,316,552)
Depreciation	\$ (46,374,075)	\$ (8,373,025)	\$ (3,103,004)	\$ (1,577,411)	\$ (59,427,516)
Other Operating Expenses	\$ (116,832,767)	\$ (31,240,541)	\$ (4,474,900)	\$ (4,125,773)	\$ (156,673,981)
Total Operating Expenses	\$ (268,048,072)	\$ (44,991,832)	\$ (10,674,961)	\$ (5,703,184)	\$ (329,418,049)
Total Operating Income	\$ 47,801,150	\$ 2,474,000	\$ 2,065,371	\$ 583,741	\$ 52,924,262
Non Operating Income/(Expenses)					
Return on Equity to City	\$ (20,675,402)	\$ (3,146,386)	\$ (754,748)	\$ (423,464)	\$ (25,000,000)
Interest Expense	\$ (23,508,720)	\$ (1,475,930)	\$ (1,817,392)	\$ (484,673)	\$ (27,286,716)
Other Non Operating Income/(Expenses)	\$ 12,791	\$ 852,417	\$ (52,623)	\$ 48,597	\$ 861,181
Total Non Operating Income/(Expenses)	\$ (44,171,331)	\$ (3,769,899)	\$ (2,624,764)	\$ (859,541)	\$ (51,425,535)
Total Net Income/(Loss)	\$ 3,629,819	\$ (1,295,899)	\$ (559,392)	\$ (275,800)	\$ 1,498,728
Forecasted Rate Increase	0.0%	0.0%	0.0%	0.0%	
Return on Assets	3.69%	-0.01%	1.80%	0.67%	2.66%
Target Return on Assets	4.14%	4.14%	4.14%	4.14%	4.14%

FY 2021 Consolidated Cash Flow

	FY 2021	FY 2022	FY 2023
Beginning Cash (O&M & Receiving Fund)	\$ 85,366,328	\$ 80,090,233	\$ 80,160,946
Net Income	\$ 1,498,728	\$ 621,304	\$ 6,600,000
Depreciation and Loss on Disposal of Assets	\$ 60,797,751	\$ 70,249,207	\$ 70,800,000
DB and VEBA	\$ (4,385,191)	\$ (3,691,565)	\$ (5,600,000)
Borrowing	\$ 121,685,000	\$ -	\$ -
Withdrawal from / (Deposit to) Reserve for Future Construction	\$ (2,300,000)	\$ 2,800,000	\$ (4,700,000)
Commodity Cost Adjustment	\$ (5,057,779)	\$ 2,802,379	\$ 9,000,000
Withdrawal from Bond Construction	\$ 60,392,666	\$ 29,523,263	\$ -
Environmental	\$ 321,495	\$ (503,787)	\$ (4,000,000)
Gas Pipeline Payments (Refundable) / Refunded	\$ -	\$ -	\$ 8,000,000
Total Sources of Cash	\$ 232,952,670	\$ 101,800,801	\$ 75,900,000
Principal Payments on Bonds	\$ (7,440,000)	\$ (12,950,000)	\$ (13,400,000)
Principal Payments on Other Debt (CSO)	\$ (644,825)	\$ (676,276)	\$ (6,000,000)
Capital Expenditures (Excluding Delta Energy Park)	\$ (71,299,118)	\$ (59,062,237)	\$ (61,400,000)
Capital Expenditures for Delta Energy Park (Excluding Gas Pipeline)	\$ (121,834,403)	\$ (29,523,263)	\$ -
Gas Pipeline Payments (Non-Refundable)	\$ (5,720,000)	\$ -	\$ -
REP/EWR	\$ 882,373	\$ 473,469	\$ (2,000,000)
Bond Construction & Designated Fund Income & Deposit	\$ (32,172,792)	\$ 8,219	\$ (1,000,000)
Total Uses of Cash	\$ (238,228,765)	\$ (101,730,088)	\$ (75,900,000)
Net Cash Increase (Decrease)	\$ (5,276,095)	\$ 70,713	\$ -
Ending Cash (O&M & Receiving Fund)	\$ 80,090,233	\$ 80,160,946	\$ 80,160,946
Days Cash on Hand	189	177	-
Minimum Cash Reserve Requirement	169	165	-

FY 2021 Capital Budget Summary

Capital by Utility and Location	FY 2021	FY 2022	FY 2023
Utility			
Electric	\$ 34,716,580	\$ 38,135,867	\$ 41,113,39
Water	\$ 9,453,732	\$ 9,569,599	\$ 10,293,90
Steam	\$ 7,472,266	\$ 2,941,103	\$ 2,970,86
Chilled Water	\$ 350,927	\$ 11,255	\$ 11,59
Common	\$ 19,305,611	\$ 8,404,411	\$ 7,105,05
Capital Portfolio Excluding Delta Energy Par	\$ 71,299,116	\$ 59,062,235	\$ 61,494,79
Delta Energy Park	\$ 127,554,403	\$ 29,523,263	\$ -
Total Capital Portfolio	\$ 198,853,519	\$ 88,585,498	\$ 61,494,79
Location			
Eckert	\$ 50,000	\$ -	\$ -
Erickson	\$ 4,322,396	\$ -	\$ -
REO Plant	\$ 4,420,500	\$ 2,104,500	\$ 6,000,00
Delta Energy Park	\$ 127,554,403	\$ 29,523,263	\$ -
T&D	\$ 35,466,606	\$ 42,733,457	\$ 44,538,74
Water Production	\$ 2,920,284	\$ 3,026,000	\$ 3,351,00
Chiller Plant	\$ 630,000	\$ -	\$ -
Other	\$ 23,489,330	\$ 11,198,278	\$ 7,605,05
Total Capital Portfolio	\$ 198,853,519	\$ 88,585,498	\$ 61,494,79

FY 2021-2026 Capital Improvement Plan

6-Year Capital by Utility and Location	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	Forecast Total
Utility							
Electric	\$ 34,716,580	\$ 38,135,867	\$ 41,113,392	\$ 58,237,000	\$ 43,782,021	\$ 42,129,000	\$ 258,113,860
Water	\$ 9,453,732	\$ 9,569,599	\$ 10,293,900	\$ 10,991,800	\$ 13,627,998	\$ 13,728,000	\$ 67,665,029
Steam	\$ 7,472,266	\$ 2,941,103	\$ 2,970,861	\$ 3,071,917	\$ 3,451,267	\$ 3,451,267	\$ 23,358,681
Chilled Water	\$ 350,927	\$ 11,255	\$ 11,593	\$ 11,941	\$ 12,299	\$ 12,668	\$ 410,683
Common	\$ 19,305,611	\$ 8,404,411	\$ 7,105,050	\$ 5,337,273	\$ 4,735,868	\$ 5,335,917	\$ 50,224,130
Capital Portfolio Excluding Delta Energy Par	\$ 71,299,116	\$ 59,062,235	\$ 61,494,796	\$ 77,649,931	\$ 65,609,453	\$ 64,656,852	\$ 399,772,383
Delta Energy Park	\$ 127,554,403	\$ 29,523,263	\$ -	\$ -	\$ -	\$ -	\$ 157,077,666
Total Capital Portfolio	\$ 198,853,519	\$ 88,585,498	\$ 61,494,796	\$ 77,649,931	\$ 65,609,453	\$ 64,656,852	\$ 556,850,049
Location							
Eckert	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000
Erickson	\$ 4,322,396	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,322,396
REO Plant	\$ 4,420,500	\$ 2,104,500	\$ 6,000,000	\$ 6,000,000	\$ -	\$ -	\$ 18,525,000
Delta Energy Park	\$ 127,554,403	\$ 29,523,263	\$ -	\$ -	\$ -	\$ -	\$ 157,077,666
T&D	\$ 35,466,606	\$ 42,733,457	\$ 44,538,746	\$ 62,840,658	\$ 58,422,185	\$ 56,114,935	\$ 300,116,587
Water Production	\$ 2,920,284	\$ 3,026,000	\$ 3,351,000	\$ 3,472,000	\$ 2,451,400	\$ 3,206,000	\$ 18,426,684
Chiller Plant	\$ 630,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 630,000
Other	\$ 23,489,330	\$ 11,198,278	\$ 7,605,050	\$ 5,337,273	\$ 4,735,868	\$ 5,335,917	\$ 57,701,716
Total Capital Portfolio	\$ 198,853,519	\$ 88,585,498	\$ 61,494,796	\$ 77,649,931	\$ 65,609,453	\$ 64,656,852	\$ 556,850,049



Chris Swope
Lansing City Clerk

June 5, 2020

President and Council Members
124 W. Michigan Ave., 10th Floor
Lansing, MI 48933

Dear President and Council Members:

Pursuant to Article 5, Section 5-105.8 of the Lansing City Charter, the attached Rules of Administrative Procedure for the Board of Fire Commissioners have been approved as to form by the City Attorney and placed on file in my office.

The Charter stipulates that these rules will be effective at the conclusion of the Council meeting at which they are received unless the Council directs otherwise. The Charter further allows the Council to object to the rules in whole or in part and to return them to the board proposing their adoption with a statement of its objections and recommendations.

Sincerely,

Chris Swope, CMMC/MMC
Lansing City Clerk

CITY OF LANSING

BOARD OF FIRE COMMISSIONERS

RULES OF ADMINISTRATIVE PROCEDURE



AMMENDED AND RESTATED: JULY 10, 2019

CITY of LANSING BOARD of FIRE COMMISSIONERS

RULES of ADMINISTRATIVE PROCEDURE

AMENDED AND RESTATED JULY 10, 2019

The following Rules of Administrative Procedure are adopted by the Board of Fire Commissioners to facilitate the performance of its duties and the exercising of its responsibilities in its advisory capacity as set forth in Section 5.105 and 5.106 of the 1978 City Charter, and in exercising its additional responsibilities as set forth in Section 5-401 of the 1978 City Charter.

1. APPOINTMENT OF BOARD MEMBERS

- 1.1. Each Member shall be an officer of the City and shall possess the qualifications required by the 1978 City Charter for holding office (5-103.1)
- 1.2. Members of the Board shall be appointed by the Mayor with the advice and consent of the City Council (5-103.2)
- 1.3. Each Member shall serve for a term of four years (5-103.3)
- 1.4. The Board shall be composed of eight (8) members:
 - A. Four shall be from the City-at-Large.
 - B. One member shall be appointed from each of the four (4) wards of the City (5-103.8)
- 1.5. The term of office expires each year for both a member at large and member from a ward (5-103.8 & 5-103.9).

2. OFFICERS

- 2.1. Election and Terms of Office.

- A. The Board shall, at the first meeting of each City of Lansing fiscal year (Fiscal Year begins July 1), elect from among the voting members a Chairperson and a Vice-Chairperson who shall hold office for one year or until their successors are elected and assume office.
- B. No member of the Fire Board shall serve as Chairperson on the Board for more than three consecutive one year terms. However, any individual Board Member may be reelected Chairperson for any number of additional one year terms, not to exceed three, if the member has vacated the position of Chairperson for one term. There shall not be a limitation on the number of terms that the Vice-Chairperson may be elected.

2.2. Duties of the Chairperson and Vice-Chairperson.

- A. The Chairperson shall preside at all meetings and perform such other duties as may be ordered by the Board of Fire Commissioners.
- B. The Chairperson shall appoint such standing and special committees as necessary to perform the administrative duties of the Board, and to expedite certain functions of the Board.
- C. The Chairperson shall be an ex-officio member of all committees.
- D. The Vice-Chairperson shall act in the capacity of the Chairperson in his/her absence; and, in the event the office of the Chairperson becomes vacant, the Vice-Chairperson shall succeed to this office for the unexpired term and the Board shall select a successor to the office of Vice-Chairperson for the unexpired term.

3. SECRETARY TO THE BOARD

3.1. The Administrative Specialist for the Fire Chief shall serve as the Secretary to the Board.

3.2. Minutes.

- A. The Secretary shall be responsible for maintaining the minutes of the Board Meetings and shall have them available in suitable volumes. Proposed minutes shall be

available for public inspection no later than eight business days after the meeting to which the minutes refer. Approved minutes shall be available for public inspection not later than five business days after the meeting at which the minutes are approved. Copies of the proposed minutes shall be distributed to all voting Board Members prior to the meeting at which they will be considered for approval.

- B. The minutes of the Board Meeting shall be filed in the office of the City Clerk as a public record and no official action taken by the Board at any meeting shall be validated or effective until a copy of the minutes of the meeting at which such action was taken is filed with the City Clerk.

3.3. Records. The Secretary shall be responsible for keeping a record of all the Board's transactions.

3.4. Communications, Petitions, and Reports. All communications, petitions, and reports shall be addressed to the Board and delivered to the Secretary.

3.5. Board Book. The secretary shall furnish to all newly elected board members a binder containing copies of these Rules of Administrative Procedure, The Lansing City Charter, All Lansing Fire Department AOGs, SOGs, and Special Directives then in effect, the Michigan Open Meetings Act, the Open Meetings Act Handbook produced by the Michigan Attorney General, a copy or link to a digital copy of Roberts Rules of Order, Roberts Rules of Order Cheat Sheet, Board Member and Fire Administration contact information, the Board's meeting schedule, the previous year's Fire Department Annual Report, the current year's Fire Department budget, the then in effect Collective Bargaining Agreement, and other such material as the Board or Fire Administration requests to include. The Board Book may be provided in physical or digital format as determined by the Secretary and Board Chair.

4. MEETINGS

4.1. Regular Meetings. Meetings of the Board of Fire Commissioners will be held on the second Wednesday of every month. Meeting places will be rotated among different fire stations each time the Board meets, or at such other place as may be determined by a majority of the Board. If the Board decides to hold its regular meeting at some place other than a fire station, a Notice of the Change in Meeting Place shall be given in accordance with the requirements of the Open Meetings Act. Subject to the Open Meetings Act, the Board may reschedule or cancel regular meetings as necessary to

assure a quorum or for some other reason, provide no meeting shall be scheduled so as to conflict with a regular meeting of the City Council.

4.2. Special Meetings. Special meetings may be called by the Chairperson or by the Vice-Chairperson acting for the Chairperson, or by the Secretary at the request of any two Board Members. The Secretary will provide, if feasible, at least 72 hours advance notice of special meetings to Board Members.

4.3. Notices. The Secretary shall provide, to the public, at least 18 hours notice of the date, time, and place of any special meetings or rescheduled regular meetings. Notice of special meetings and regular meetings shall be posted at the number one station and in City Hall Lobby, outside City Council Chambers on the 10th floor of City Hall, and at other locations considered appropriate by the Board.

4.4. Public.

- A. All regular and special meetings, hearings, records of the Board, its resolutions, transactions, findings and determinations, as well as acts shall be open to the public, except as otherwise provided by law.
- B. The public shall have a reasonable opportunity to be heard at all Board meetings open to the public. The name and address of each person addressing the Board will be recorded.

4.5. Quorum.

- A. The total number of Board Members that exceeds fifty percent of the filled Board positions shall constitute a quorum for the transaction of business, and a majority vote of that number of members shall be necessary for official action. Any amendment to a motion is by majority vote of the members present.
- B. Whenever a quorum is not present at a regular or special meeting, those present may adjourn the meeting to another day or meet as a Committee of the Whole for the purpose of considering such matters as are on the Agenda. No action taken at such a meeting shall be final or official until approved at a meeting at which a quorum is not present.

4.6. Attendance.

- A. A Board Member shall be in regular attendance. In the event a Board Member is absent from three consecutive regular meetings or twenty-five percent of all meetings in any 12-month period, unless such absences are excused, any Board Member may ask the subject member to explain their absences.

After hearing the explanation, any member may move to excuse, warn, or recommend replacement of the subject member. Upon the requisite number of votes of the Board, the Board shall recommend to the Mayor the removal of the subject Board Member.

- B. A member may voluntarily resign from the Board at any time.
- C. Following the roll call of Board Members at any meeting, the Chairperson shall ask if any of the absent members had requested that their absence be excused. The Secretary or any member of the Board will relate to the Board any such request made to them and the reasons for that request. A motion to excuse that member shall be approved by a concurring vote of a majority of the Members present.

4.7. Voting.

- A. When a quorum is present, a majority of votes cast is sufficient for the adoption of any Motion, Order, or Resolution. On a tie vote, a Motion is lost. The Chairperson may vote to make a vote a tie, or in the case of a tie may give the deciding vote.
- B. Voting shall be recorded by verbal yeas and nays, unless otherwise ordered by the Chairperson. All voting to go to a closed session shall be by roll call vote.
- C. Every voting member of the Board shall vote on matters before the Board unless disqualified to conflict of interest and excused from voting upon the vote of the majority of members present.

4.8. Order of Business.

- A. The Chairperson and the Secretary shall determine an agenda for each meeting, and provide a copy to each Board Member at least one half hour before the start of the

evening's regular meeting. The agenda shall be at all times consistent with the Open Meetings Act, Roberts Rules of Order, Revised, applicable provisions of the City Charter, and applicable state law.

B. The meeting agenda for regularly scheduled board meetings, unless otherwise posted or for special meetings, will be as follows:

- 1) Call to Order – Establishment of Quorum
- 2) Request for Commissioners to be Excused
- 3) Additions to the Agenda
- 4) Approval of Minutes
- 5) Public Comment – Agenda Items (Time Limit: 3 minutes)
- 6) Review of Communications
- 7) Comments from the Chair
- 8) Educational Presentations
- 9) Fire Administration Report
- 10) Committee Reports
- 11) Old Business
- 12) New Business

13) Commissioners Comments (General Order)

14) Public Comment – On Any Matter (Time Limit: 3 minutes)

15) Adjournment

4.9. Parliamentary Procedure. In all matters of procedure not covered by these Rules or by the provisions of the City Charter or applicable state law, the provisions of Roberts Rules of Order, Revised shall control.

5. CRITICAL INCIDENT BRIEFINGS

5.1. For the purposes of this procedure, a Critical Incident shall be defined as any one of the following:

- A. Fire Department activity resulting in serious injury or death, or significant property loss.
- B. Allegations or complaints relating to discrimination or sexual harassment.
- C. An incident involving Fire Department activity that is likely to generate significant public interest or media attention.
- D. Any other incident or activity which a majority of the Board deem appropriate to review pursuant to this procedure

5.2. The Fire Chief may initiate, or any member of the Board of Fire Commissioners may request that the Chief initiate, a briefing session relating to any Critical Incident.

5.3. The Fire Chief or his/her designee, shall attempt to notify every Board member of the date, time, and location of a Critical Incident Briefing.

5.4. Attendance by Board members at such a session is not mandatory, and a quorum of the Board is not required.

5.5. The briefing session shall be limited to the following:

- A. The purpose of the briefing session is for an informational gathering designed to focus upon issues of general concern and intended to primarily provide Board Members with background information on the critical incident.
- B. At such a session, Commissioners may not, without complying with the Open Meetings Act, engage in discussion or deliberations during the session or otherwise enter into the process of addressing or resolving issues of public policy.

5.6. In response to any Critical Incident, the Board may review any administrative or advisory board power prescribed by the Lansing City Charter, such as rules of conduct, training, or advising the Mayor and Council of proposals or proposed changes in department policies and programs.

6. DISCIPLINARY REVIEW

RESERVED

7. COMPLAINTS

RESERVED

8. ADVISORY DUTIES

8.1. Pursuant to the City Charter, Advisory Functions of the Board of Fire Commissioners include:

- A. Reviewing the progress and planning of the Fire Administration to insure that all activities are in accordance with City Policy.
- B. Review of the Fire Administration's proposed policies and programs or changes in existing policies or programs required City Council action and making written recommendations thereon prior to submission to the Mayor and City Council for action.

- C. Review of the Fire Department's budget material including capital improvement proposals and making written recommendations thereon prior to submission to the Mayor.
- D. Rendering an annual report to the Mayor and City Council prior to December 1st of each year which includes a description and evaluation of the Department's activities during the previous year including the handling of complaints, if any, and proposals for future plans.
- E. If it deems appropriate, develop proposals for new or altered policies and programs and transmit the same to the Mayor and City Council.

9. OTHER DUTIES

9.1. Pursuant to City Charter, the Board of Fire Commissioners is responsible for:

- A. Establishing, in consultation with the Fire Chief and the Mayor, administrative rules for the organization and overall administration of the fire department (except as subject to collective bargaining). Administrative Rules shall become effective upon filing with the City Clerk.
- B. Approval of Rules and Regulations for the conduct of the members of the department in consultation with the Fire Chief and the Mayor.
- C. Establishing a procedure for receiving and resolving complaints concerning operation of the department.
- D. Acting as the final authority of the city in imposing or reviewing discipline of the department employees consistent with State Law and applicable Collective Bargaining Agreements.
- E. Making recommendations to the Mayor on candidates for the position of Fire Chief, and reviewing any suspension or removal of the Fire Chief by the Mayor.

10. AMENDMENTS

10.1 Amendments. Amendments to the Rules of Procedure may be initiated by any member of the Board at any regular meeting and voted upon at the next regular meeting. All Board Members must be notified of such amendments at least five days before the amendment is to be voted upon. The affirmative vote of five Members present shall be required to amend the Rules of Procedure.

10.2 Suspension of Rules. It shall require the vote of five Members present of the Board to suspend the Rules of Procedure.

These Rules of Administrative Procedure are adopted effective July 10, 2019, by the Board of Fire Commissioners.



Rodney Singleton, Chair

Betty Draher, Vice-Chair



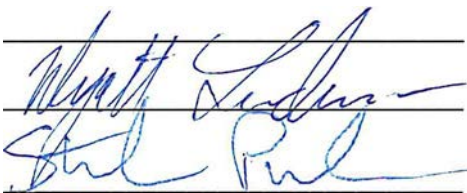
David Keeney, 2ND Ward



VACANT, 3RD Ward



Georgina Nelson, 4TH Ward



Frank Ferro, At-Large



Wyatt Ludman, At-Large



Stephen Purchase, At-Large

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

WHEREAS, adjustments are needed in the fiscal year 2019/2020 budget to allocate the budgeted vacancy factor; and

WHEREAS, COVID-19 and the resulting emergency orders to Stay Home/Stay Safe have resulted in decreased revenue estimates for the current fiscal year; and

WHEREAS, additional costs from what has anticipated have been incurred for elections; and

WHEREAS, reimbursement is anticipated for special election costs; and

WHEREAS, the remaining net proceeds from the sale of the Townsend Ramp are to be contributed toward General Fund reserves; and

WHEREAS, the General Fund shall be reimbursed for expenditures related to prior year lawsuits by the Sewer/Wastewater fund

NOW, THEREFORE, BE IT RESOLVED that the following FY 2019/2020 year-end budget amendment be approved:

General Fund

Estimated Revenues	<u>FY 2020</u> <u>Adopted</u> <u>5/20/2019</u>	<u>FY 2020</u> <u>Amended</u> <u>3/16/2020</u>	<u>Proposed</u> <u>Changes</u>	<u>Adopted</u> <u>Budget</u>
Property Taxes	42,875,000	43,360,000		43,360,000
Income Taxes	39,400,000	37,000,000	(500,000)	36,500,000
Return on Equity	23,100,000	23,100,000		23,100,000
State Revenues	19,817,000	19,747,000	(600,000)	19,147,000
Charges for Services	9,351,800	9,351,800	(1,030,000)	8,321,800
Fines & Forfeitures	2,149,200	2,149,200	(800,000)	1,349,200
Licenses & Permits	1,889,000	1,889,000	140,000	2,029,000
Other Revenue	403,000	403,000	(200,000)	203,000
Interest & Rent	415,000	415,000	(200,000)	215,000
Use of (Contribution to) Fund Balance	-	3,209,145		2,959,250
Total Revenues	139,400,000	140,624,145	(3,190,000)	137,184,250

(Continued)

Appropriations	<u>FY 2020 Adopted 5/20/2019</u>	<u>FY 2020 Amended 3/16/2020</u>	<u>Proposed Changes</u>	<u>Adopted Budget</u>
Council				
Personnel	498,516	498,516	(15,000)	483,516
Operating	228,461	228,461		228,461
Total	726,977	726,977	(15,000)	711,977
Internal Audit				
Personnel	182,115	182,115	(35,000)	147,115
Operating	13,885	13,885		13,885
Total	196,000	196,000	(35,000)	161,000
Courts				
Personnel	5,121,945	5,121,945	(300,000)	4,821,945
Operating	1,395,007	1,395,007		1,395,007
Total	6,516,952	6,516,952	(300,000)	6,216,952
Mayor's Office				
Personnel	1,059,636	1,059,636		1,059,636
Operating	361,399	226,699		226,699
Total	1,421,035	1,286,335	-	1,286,335
Media Center				
Personnel	438,347	438,347		438,347
Operating	39,653	39,653		39,653
Total	478,000	478,000	-	478,000
Clerk's Office				
Personnel	990,367	990,367		990,367
Operating	411,819	411,819	80,000	491,819
Total	1,402,186	1,402,186	80,000	1,482,186
Neighborhood & Citizen Engagement				
Personnel	832,604	771,604	(25,000)	746,604
Operating	333,396	394,396		394,396
Total	1,166,000	1,166,000	(25,000)	1,141,000
Economic Development & Planning				
Personnel	3,278,728	3,278,728	(200,000)	3,078,728
Operating	2,455,591	2,205,591		2,205,591
Total	5,734,319	5,484,319	(200,000)	5,284,319
Finance/Operations				
Personnel	1,046,216	1,180,916	(5,000)	1,175,916
Operating	548,881	548,881		548,881
Total	1,595,097	1,729,797	(5,000)	1,724,797
Assessing				
Personnel	1,559,864	1,559,864	(250,000)	1,309,864
Operating	240,838	240,838		240,838
Total	1,800,702	1,800,702	(250,000)	1,550,702
Treasury				
Personnel	1,848,306	1,848,306	(250,000)	1,598,306
Operating	429,698	429,698		429,698
Total	2,278,004	2,278,004	(250,000)	2,028,004
Human Resources				
Personnel	1,333,106	1,333,106	(100,000)	1,233,106
Operating	892,521	958,521		958,521
Total	2,225,627	2,291,627	(100,000)	2,191,627

Appropriations	<u>FY 2020</u> <u>Adopted</u> <u>5/20/2019</u>	<u>FY 2020</u> <u>Amended</u> <u>3/16/2020</u>	<u>Proposed</u> <u>Changes</u>	<u>Adopted</u> <u>Budget</u>
Attorney's Office				
Personnel	1,941,252	1,941,252	(120,000)	1,821,252
Operating	239,631	239,631		239,631
Total	2,180,883	2,180,883	(120,000)	2,060,883
Police				
Personnel	37,802,547	38,112,816		38,112,816
Operating	7,057,235	7,057,235		7,057,235
Total	44,859,782	45,170,051	-	45,170,051
Fire				
Personnel	30,772,490	31,022,221		31,022,221
Operating	5,278,088	5,278,088		5,278,088
Total	36,050,578	36,300,309	-	36,300,309
Public Service				
Personnel	2,855,553	2,555,553		2,555,553
Operating	9,307,133	9,607,133		9,607,133
Total	12,162,686	12,162,686	-	12,162,686
Human Relations & Community Service				
Personnel	1,460,296	1,540,296	(80,000)	1,460,296
Operating	196,615	196,615		196,615
Total	1,656,911	1,736,911	(80,000)	1,656,911
Parks & Recreation				
Personnel	5,246,923	5,246,923	(150,000)	5,096,923
Operating	3,354,838	3,354,838	(80,000)	3,274,838
Total	8,601,761	8,601,761	(230,000)	8,371,761
Human Services				
Operating	1,725,000	1,725,000		1,725,000
Total	1,725,000	1,725,000	-	1,725,000
City Supported Agencies				
Operating	316,500	316,500	(54,000)	262,500
Total	316,500	316,500	(54,000)	262,500
Non-Departmental				
Vacancy Factor	(700,000)	(200,000)	200,000	-
Library Lease	150,000	150,000	(5,000)	145,000
Debt Service	1,265,000	1,265,000		1,265,000
Net Transfers	5,590,000	5,858,145	(2,050,895)	3,807,250
Total	6,305,000	7,073,145	(1,855,895)	5,217,250
Total Expenditures	139,400,000	140,624,145	(3,439,895)	137,184,250

Appropriations	<u>FY 2020</u> <u>Adopted</u> <u>5/20/2019</u>	<u>FY 2020</u> <u>Amended</u> <u>3/16/2020</u>	<u>Proposed</u> <u>Changes</u>	<u>Adopted</u> <u>Budget</u>
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Special Revenue Funds

DOWNTOWN LANSING

Revenues

Special Assessments	423,700	423,700		423,700
Grants	10,000	35,000		35,000
Miscellaneous	91,700	91,700	4,020	95,720
Transfer from General Fund	93,000	93,000		93,000
Use of/(Contribution to) Fund Balance	15,600	15,600	(5,727)	9,873
Total	634,000	659,000	(1,707)	657,293

Expenditures

Personnel	162,000	162,000	(5,000)	157,000
Operating	472,000	497,000	3,293	500,293
Total	634,000	659,000	(1,707)	657,293

Enterprise Funds

GOLF FUND

Revenues

Transfers In - Parks Millage	166,000	166,000		166,000
Other Revenue	-	-	3,000	3,000
Use of/(Contribution to) Fund Balance	11,000	11,000	(11,000)	-
Total	177,000	177,000	(8,000)	169,000

Expenditures

Operating	166,000	166,000	(166,000)	-
Capital	11,000	11,000	(11,000)	-
Total	177,000	177,000	(177,000)	-

PARKING FUND

Revenues

Parking Revenue	5,867,000	5,867,000		5,867,000
Baseball Revenue	55,000	55,000		55,000
Parking Fines	600,000	600,000		600,000
Sale of Property	-	-		-
Other Revenue	767,910	767,910		767,910
Use of/(Contribution to) Fund Balance	4,096,090	6,978,090	1,320,895	8,298,985
Total	11,386,000	14,268,000	1,320,895	15,588,895

Expenditures

Personnel	2,282,275	2,282,275		2,282,275
Operating	2,738,565	2,738,565		2,738,565
Capital	4,880,000	4,880,000		4,880,000
Debt Service	1,485,160	1,485,160		1,485,160
Transfers	-	2,882,000	1,320,895	4,202,895
Total	11,386,000	14,268,000	1,320,895	15,588,895

Appropriations	<u>FY 2020</u> <u>Adopted</u> <u>5/20/2019</u>	<u>FY 2020</u> <u>Amended</u> <u>3/16/2020</u>	<u>Proposed</u> <u>Changes</u>	<u>Adopted</u> <u>Budget</u>
WASTEWATER FUND				
Revenues				
Sewer Charges	35,763,000	35,921,830		35,921,830
Interest Income	136,000	136,000		136,000
Low Income Credit	(2,000)	(2,000)		(2,000)
Micellaneous Income	4,500	4,500		4,500
Use of/(Contribution to) Fund Balance	1,578,500	10,024,656	1,250,000	11,274,656
Total	37,480,000	46,084,986	1,250,000	47,334,986
Expenditures				
Personnel	8,238,252	8,238,252		8,238,252
Operating	8,972,902	8,972,902		8,972,902
Capital	5,739,700	14,344,686		14,344,686
Debt Service	14,529,146	14,529,146		14,529,146
Transfers	-	-	1,250,000	1,250,000
Total	37,480,000	46,084,986	1,250,000	47,334,986

RECYCLING FUND

Revenues				
Operating Income	4,423,950	4,423,950		4,423,950
Sale of Recycled Materials	-	-		-
Interest Income	-	-		-
Use of/(Contribution to) Fund Balance	428,050	678,050	(190,000)	488,050
Total	4,852,000	5,102,000	(190,000)	4,912,000
Expenditures				
Personnel	2,591,962	2,591,962		2,591,962
Operating	1,804,452	2,054,452	(190,000)	1,864,452
Debt Service	455,586	455,586		455,586
Capital	-	-		-
Total	4,852,000	5,102,000	(190,000)	4,912,000

Capital Project Funds

CAPITAL IMPROVEMENT (CIP) FUND

Revenues				
Transfer from General Fund		507,000	520,000	1,027,000
Transfer from Local Streets		300,000		300,000
Transfer from Parking		1,952,000		1,952,000
Loan Revenue		180,000		180,000
PEG (Cable Capital) Revenues		575,000		575,000
Use of/(Contribution to) Fund Balance		3,686,175		3,686,175
Total		7,200,175	520,000	7,720,175
Expenditures				
Capital		6,445,175	520,000	6,965,175
PEG Capital		475,000		475,000
Debt Service		180,000		180,000
Transfer to General Fund		100,000		100,000
Total		7,200,175	520,000	7,720,175

Fiscal Year 2019/2020 Revenue Summary

Fiscal Year July 1, 2019 - June 30, 2020

General Fund Revenues	<u>FY 2020 Adopted 5/20/2019</u>	<u>FY 2020 Amended 3/16/2020</u>	<u>Proposed Changes</u>	<u>FY 2020 Amended June</u>
<u>Property Taxes</u>				
Non-Dedicated	32,150,000	32,635,000		32,635,000
Dedicated - Police	3,217,500	3,217,500		3,217,500
Dedicated - Fire	3,217,500	3,217,500		3,217,500
Dedicated - Roads	2,145,000	2,145,000		2,145,000
Dedicated - Parks	2,145,000	2,145,000		2,145,000
Total	42,875,000	43,360,000	-	43,360,000
<u>Income Taxes</u>				
City Income Tax	39,400,000	37,000,000	(500,000)	36,500,000
Total	39,400,000	37,000,000	(500,000)	36,500,000
<u>Return on Equity</u>				
Board of Water and Light	23,100,000	23,100,000		23,100,000
Total	23,100,000	23,100,000	-	23,100,000
<u>State Revenues</u>				
Revenue Sharing	15,747,000	15,768,407	(1,152,101)	14,616,306
Fire Reimbursement Grants	3,000,000	2,908,593		2,908,593
Personal Property Tax Reimbursement	990,000	990,000	556,178	1,546,178
Liquor License Fee	80,000	80,000	(4,077)	75,923
Total	19,817,000	19,747,000	(600,000)	19,147,000
<u>Charges for Services</u>				
Public Safety	3,863,300	3,863,300	(46,100)	3,817,200
Reimbursements	2,366,500	2,366,500	77,000	2,443,500
Code Compliance	2,300,000	2,300,000	(903,000)	1,397,000
Recreation Fees	713,900	713,900	(184,900)	529,000
Appeals & Petitions	69,300	69,300	(4,000)	65,300
Work for Others	36,300	36,300	31,000	67,300
Central Stores	1,500	1,500		1,500
Subscriptions and Information	1,000	1,000		1,000
Total	9,351,800	9,351,800	(1,030,000)	8,321,800
<u>Fines and Forfeitures</u>				
Fines and Forfeitures	2,149,200	2,149,200	(800,000)	1,349,200
Total	2,149,200	2,149,200	(800,000)	1,349,200
<u>Licenses & Permits</u>				
Cable Franchise Fees	1,200,000	1,200,000	-	1,200,000
Marihuana Licenses	500,000	500,000	200,000	700,000
Business Licenses	102,800	102,800	(26,000)	76,800
Non-Business Licenses	59,000	59,000	(17,000)	42,000
Building Licenses & Permits	27,200	27,200	(17,000)	10,200
Total	1,889,000	1,889,000	140,000	2,029,000
<u>Interest & Rents</u>				
Interest Income	415,000	415,000	(200,000)	215,000
Total	415,000	415,000	(200,000)	215,000
<u>Other Revenues</u>				
Sale of Fixed Assets	105,000	105,000	(67,000)	38,000
Donations & Contributions	145,000	145,000	(121,200)	23,800
Miscellaneous	153,000	153,000	(11,800)	141,200
Total	403,000	403,000	(200,000)	203,000
<u>Total General Fund</u>				
Operating Revenue	139,400,000	137,415,000	(3,190,000)	134,225,000
Transfers from Other Funds	100,000	100,000	2,570,895	2,670,895
Total	139,500,000	137,515,000	(619,105)	136,895,895

Fiscal Year 2019/2020 Expenditure Summary

Fiscal Year July 1, 2020 - June 30, 2021

General Fund Appropriations	<u>FY 2020</u> <u>Adopted</u> <u>5/20/2019</u>	<u>FY 2020</u> <u>Amended</u> <u>3/16/2020</u>	<u>Proposed</u> <u>Changes</u>	<u>Adopted</u> <u>Budget</u>
Beginning General Fund Balance	10,210,650	2,238,881		10,210,650
Beginning Budget Stab. Fund Balance	7,792,610	7,792,610		7,792,610
Total General Fund Reserves	<u>18,003,260</u>	<u>10,031,491</u>	-	<u>10,031,491</u>
Revenues (detail on previous page)	139,500,000	137,515,000	(619,105)	136,895,895
<u>Departmental Expenditures:</u>				
Council	726,977	726,977	(15,000)	711,977
Internal Audit	196,000	196,000	(35,000)	161,000
Mayor's Office	1,421,035	1,286,335		1,286,335
Office of Community Media	478,000	478,000		478,000
District Court	6,250,952	6,250,952	(300,000)	5,950,952
Circuit Court Building Rental	266,000	266,000		266,000
City Clerk's Office	1,402,186	1,402,186	80,000	1,482,186
Neighborhood & Citizen Engagement	1,166,000	1,166,000	(25,000)	1,141,000
Economic Development & Planning	5,734,319	5,484,319	(200,000)	5,284,319
Finance Department	1,595,097	1,729,797	(5,000)	1,724,797
City Assessor	1,800,702	1,800,702	(250,000)	1,550,702
Treasury/Income Tax	2,278,004	2,278,004	(250,000)	2,028,004
Human Resources Department	2,225,627	2,291,627	(100,000)	2,191,627
City Attorney's Office	2,180,883	2,180,883	(120,000)	2,060,883
Police Department	44,859,782	45,170,051		45,170,051
Fire Department	36,050,578	36,300,309		36,300,309
Public Service	12,162,686	12,162,686		12,162,686
Human Relations & Community Services	1,656,911	1,736,911	(80,000)	1,656,911
Parks & Recreation Department	8,601,761	8,601,761	(230,000)	8,371,761
Human Service Agency Support	1,725,000	1,725,000		1,725,000
<u>Non-Departmental Expenditures:</u>				
Library Building Rental	150,000	150,000	(5,000)	145,000
Operating Subsidies to Other Funds	930,000	1,198,145		1,198,145
City Supported Agencies	316,500	316,500	(54,000)	262,500
Capital Improvements	4,760,000	4,760,000	520,000	5,280,000
Debt Service & Penalties	1,265,000	1,265,000		1,265,000
Vacancy Factor	(700,000)	(200,000)	200,000	-
Expenditures	139,500,000	140,724,145	(869,000)	139,855,145
Net Impact on Fund Balance	-	(3,209,145)	249,895	(2,959,250)
Ending General Fund Reserves	<u>18,003,260</u>	<u>6,822,346</u>	<u>249,895</u>	<u>7,072,241</u>

Proposed Adjustments (General Fund)

		Current
GF Revenues	Income Taxes	(500,000)
	State Revenue	(600,000)
	Charges for Services	(1,030,000)
	Fines & Forfeitures	(800,000)
	Licenses & Permits	140,000
	Other Revenue	(200,000)
	Interest & Rent	(200,000)
	Total	<u>(3,190,000)</u>
Net Transfers	Townsend	1,320,895
	Sewer	1,250,000
	Command Bus Structure	(220,000)
	Fire Truck Installation Purchase Agreement	(300,000)
		<u>2,050,895</u>
GF Expenditures	Vacancy Factor	
	Council	15,000
	Internal Audit	35,000
	Courts	300,000
	Neighborhood & Citizen Engagement	25,000
	Economic Development & Planning	200,000
	Finance/Operations	5,000
	Assessing	250,000
	Treasury	250,000
	Human Resources	100,000
	Attorney's Office	120,000
	Human Relations & Community Service	80,000
	Parks & Recreation	150,000
	Vacancy Factor	(200,000)
		<u>1,330,000</u>
	Other	
	Clerk Operating (Reimbursed Costs)	(80,000)
	Parks Operating	80,000
	Library Rent	5,000
	City Supported Agencies Reductions	54,000
		<u>1,389,000</u>
	Projected Ending Fund Balance - Amended	6,822,346
	Projected Ending Fund Balance - Proposed	7,072,241
	Improvement to Ending Fund Balance	249,895

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

CITIZEN PARTICIPATION PLAN

WHEREAS, citizen participation is mandated as part of the City's Annual Consolidated Strategy and Plan Submission (CSPS) application submitted to the Department of Housing and Urban Development; and

WHEREAS, the Community Development Programs includes Community Development Block Grants (CDBG), HOME and Emergency Solutions Grants (ESG) Programs; and

WHEREAS, the citizen participation process in the Community Development Program is intended to assure that the citizens of the community, and organizations concerned with housing and community development, will have every opportunity to participate in the planning and utilization of community development funds; and

WHEREAS, the citizen participation plan further outlines the policy and procedures for soliciting feedback from the public on the City's CSPS (or Consolidated Plan), the Consolidated Plan amendments and the Consolidated Annual Performance and Evaluation Report (CAPER); and

WHEREAS, the Citizen Participation Plan, was originally adopted by the Lansing City Council in 1984, and last amended in 2012; and

WHEREAS, the City of Lansing is amending its plan again to provide for a shorter public comment time for the purpose of responding to the COVID-19 crises, and to improve the readability of the Citizen Participation Plan; and

WHEREAS, the Citizen Participation Plan was available for review and comment by the community from May 11, 2020 to May 20, 2020; and

WHEREAS, the Citizen Participation Plan has been reviewed by the Committee on Development and Planning.

NOW THEREFORE BE IT RESOLVED the City Council of the City of Lansing hereby approves the revised Citizen Participation Plan for immediate implementation and submission to the Department of Housing and Urban Development.

City of Lansing

Citizen Participation Plan



Andrew Schor, Mayor

*Revised and adopted by Lansing City Council on
June __, 2020*

*Prepared for the U.S. Department of Housing and Urban Development
by the City of Lansing, Michigan
Department of Economic Development and Planning
316 N. Capitol Avenue
Lansing, MI 48933*

SECTION 1: INTRODUCTION

The City of Lansing's Citizen Participation Plan (CPP) for the Community Development Block Grant (CDBG) Program was adopted by the Lansing City Council in 1984. It was amended in 1995 to reflect new Federal requirements regarding citizen participation in community development projects. It was revised again in 2010 and 2012 to streamline the Citizen Participation process, clarify procedures and update the methods for public notice. The 2020 revision to the Citizen Participation Plan identifies and address reduced time for public comments and defines "reasonable notice and opportunity to comment" in a crisis situation. This Citizen Participation Plan applies to the City's Community Development federal entitlement grant programs. In addition to CDBG, the City's Community Development entitlement programs include HOME and Emergency Solutions Grants (formerly Emergency Shelter Grant) programs. The Citizen Participation process in the Community Development Program is intended to assure that the citizens of the community, and organizations concerned with housing and community development will have opportunity to participate in the planning and utilization of community development funds.

Citizen participation is mandated as part of the City's Annual Consolidated Strategy and Plan Submission (CSPS) and application for federal funds which is due to the Department of Housing and Urban Development in May. It applies to substantial amendments to that plan, which can occur at any time and to Consolidated Annual Performance and Evaluation Reports (CAPER) which are due in September. This document describes procedures which have been simplified and clarified to allow citizens easier access to the planning and application process. The plan attempts to maintain and strengthen the cooperative effort already established between citizens and the City by providing the forum for more frequent interaction, review and comment. The plan also recognizes the need for both City-wide representation and target area representation in the community development planning process. It should be noted that opportunity for citizens to participate in community development goes beyond the formal process described in the Citizen Participation Plan. Input through involvement with City staff, formal boards, planning committees, ad hoc advisory groups and through interaction with the Mayor and City Council will continue to provide additional opportunities for day-to-day citizen involvement.

The Citizen Participation process for the Consolidated Strategy and Plan Submission (CSPS) and Consolidated Annual Performance and Evaluation Report (CAPER) is repeated annually for each grant funding cycle. The process involves engaging citizens for input in assessing community development needs, setting priorities, planning community development projects, allocating funds to them and reporting accomplishments. Citizen Participation is invited formally at several times throughout each year mostly through public notices, at public hearings and during public comment periods. Informal Citizen Participation is welcomed at any time.

SECTION 2: OVERALL CITIZEN PARTICIPATION PROCESS

The City of Lansing will meet the citizen participation requirements of the Consolidated Strategy and Plan Submission (CSPS) under Section 91.105 of the Federal regulations, as amended, by providing citizens:

- a. a reasonable opportunity to comment on the Annual Consolidated Plan, substantial amendments to that plan and the CAPER;
- b. information that includes the amount of assistance and the range of activities that may be undertaken;
- c. a statement identifying how the information will be available for public review and comments, including time lines and response to those comments;
- d. notices of two public hearings for the Annual Consolidated Plan to receive comments, views and proposals of citizens;
- e. a notice and an opportunity to comment on substantial amendments in writing or orally at public hearings;
- f. a notice and an opportunity to comment on annual performance reports,
- g. times and locations of hearings convenient to potential and actual beneficiaries and with accommodations for persons with disabilities;
- h. information about how to request technical assistance or file a complaint; and
- i. information about how low-income and minority groups will be notified of the citizen participation processes.

The City will make a reasonable effort to assure that the public has ample opportunity to comment on issues contained in the Citizen Participation Plan. In the event that citizen participation is needed in a crisis situation to gather/respond to the effects of an emergency, such as the COVID-19 pandemic, the City may seek waivers as allowed by HUD, and reduce the required comment period to a “reasonable notice of opportunity to comment” of not less than five (5) days, upon public notification on the city’s website.

SECTION 3: CONSOLIDATED STRATEGY AND PLAN SUBMISSION (CSPS)

A.GENERAL INPUT

The City may hold community meetings or request input. Notices of those community meetings will be disseminated to stakeholder groups and organizations including: neighborhood watch groups and associations, other local jurisdictions, state agencies, other City departments, special needs groups and organizations and groups concerned with housing and related supportive services and other community development activities.

In addition, the City will focus on encouraging participation of minority groups, low and moderate income persons, particularly those residing in low and moderate income areas.

B. NEEDS HEARING (CSPS) (FIRST PUBLIC HEARING)

An initial public hearing (Needs Hearing) will be conducted before the Lansing Planning Board to provide citizens an opportunity to present their views on community development and housing needs. The Needs Hearing shall be held in September - December prior to the development of a proposed statement of community development objectives and use of funds. Information will be published as identified in the Publishing of Notices section of this Plan.* Input received at the public hearing will be considered in preparing the Proposed Statement of Community Development Objectives and Projected Use of Funds.

C. HEARING ON PROPOSED STATEMENT OF COMMUNITY DEVELOPMENT OBJECTIVES AND PROJECTED USE OF FEDERAL FUNDS (STATEMENT)

The City of Lansing Department of Economic Development and Planning (EDP) shall prepare and publish a Proposed Statement of Community Development Objectives and Projected Use of Funds (Proposed Statement.) The Planning Board shall conduct a second public hearing in January/February on the Proposed Statement which will include a description of objectives and projected budget for uses of funds for the upcoming fiscal year. Notices of the hearing will be published according to the Publishing of Notices Section of this Plan.

After considering citizen comments, the Planning Board shall make modifications to the Statement as appropriate, approve and forward the document to the Mayor with the recommendation that it be incorporated into the CSPS and referred for adoption by the Lansing City Council.

D. COMMENT PERIOD FOR DRAFT CSPS

The draft CSPS shall be prepared by the City and made available for review and comment by the public prior to submission of the plan in May to the Department of Housing and Urban Development. A summary of the plan shall be published in February/March. Notices of the availability of the document will be published according to the Publishing of Notices Section of the Plan. Citizens will be furnished with information concerning the amount of Community Development Block Grant (CDBG), HOME and Emergency Solutions Grant (ESG) funds expected to be available for community development and housing activities, and the range of activities that may be undertaken with these funding sources.

The published notice will also include information that a summary and complete copy of the plan will be on file and available in the office of the Lansing City Clerk, at the Capitol Area District Library, at the Department of Economic Development and Planning as well as on the City's website. A summary of the plan will be e-mailed to organizations, groups

and agencies known to be concerned with or affected by the use of Housing and Community Development Resources in the community.

E. FINAL PUBLIC HEARING

The final public hearing will be held before City Council in April/May. City Council will follow their established notification process which may include publishing in the Lansing State Journal or the Lansing City Pulse or other publication of general circulation.

The City will provide citizens and organizations thirty (30) days to comment on the proposed CSPS, unless waived as allowed by HUD. The comment period shall commence from the date of publication of the summary in the Lansing State Journal, Lansing City Pulse or other publication of general circulation, in February. The Proposed Statement shall contain sufficient detail including locations of activities where appropriate, to allow citizens to determine the degree to which they may be affected. In addition, citizens will be furnished information on:

- a. the amount of assistance the City expects to receive and the range of activities that may be undertaken, including the estimated amount that will benefit persons of low and moderate-income.
- b. Plans to minimize displacement of low and moderate income persons as a result of CDBG assisted activities and to assist persons that are so displaced. Information relative to displacement and relocation procedures are included in the City's **Residential Antidisplacement and Relocation** Assistance Plan, prepared pursuant to Section 104 (D) of the Housing and Community Development Act of 1974 as amended. Copies are available upon request from the Development Office of the Department of Economic Development and Planning.
- c. Estimated amounts that will be used for activities that benefit low and moderate income persons.

Written or oral comments or views of citizens submitted during the thirty (30) day comment period or submitted at the public hearing will be considered prior to adoption of the final CSPS. A summary of comments or views, written and oral, and the response of the City will be included in the final CSPS document.

The City shall hold all public hearings related to the CSPS at a designated location (with prior notice) in Lansing, MI. The meetings will be held during the evening hours to better afford citizens an opportunity to attend and participate in the process. The facility will be barrier free to accommodate persons with mobility limitations/disabilities. In the event it is anticipated that a significant number of non-English speaking residents may attend a public hearing, the City will provide a resource person for translation purposes. The City will work in a partnership with the Lansing Housing Commission (LHC) on an ongoing basis to develop the CSPS. The LHC will facilitate the participation of public housing residents in the process.

F. Publishing of Notices

Notice of the hearing and of availability of the CSPA for review will be published in the Lansing State Journal, Lansing City Pulse or other publication of general circulation, mailed to known citizen groups and other organizations concerned with housing and community development issues, and will appear at City Clerk's office, Capital Area District Library, Lansing and on the City's website. Copies of the document will also be made available upon request. The comment period shall commence on the date following the publication of the notice(s).

SECTION 4: CONSOLIDATED PLAN AMENDMENTS

A. Amendment Requirement

The City of Lansing will follow its CSPA unless or until a CSPA amendment is required based on the following:

- If the City elects not to carry out an activity contained in its approved CSPA; or
- If the City elects to carry out activities other than those described in the approved CSPA; or
- If the City wishes to delete or add an activity to those activities described in CSPA; or
- If the City proposes to make any substantial change** in the use of CDBG, HOME, and/or ESG funds from one eligible activity to another;

The citizen participation requirements described above shall apply to applications or submissions to the Department of Housing and Urban Development, unless otherwise specified by HUD, including the Section 108 Loan Guarantee Program.

**Unless substantial change is otherwise defined by HUD regulations or current legislation, a "substantial change" shall mean:

- a. the City proposes to use more than fifteen percent (15%) of the entitlement amount approved for the affected program year, other than that amount for local option activities, to undertake one or more new activities;
- b. the City proposes to alter the stated purpose, location or class of beneficiaries of previously approved activities whose cost exceeds fifteen percent (15%) of the entitlement amount for the affected program year;
- c. the combination of proposed new activities, other than local option activities, and changes in the purpose, location or class of beneficiaries of previously approved activities involves more than fifteen percent (15%) of the entitlement amount approved for the affected program year;
- d. the cumulative effect of a number of smaller changes involving new activities, other than local option activities, or changes in the purposes, location, or class of beneficiaries of approved activities exceeds fifteen percent (15%) of the entitlement amount approved for the affected program year; or
- e. the City proposes to utilize funds for an eligible activity that is not consistent with

the goals and objectives stated in the Five Year or Annual CSPS.

B. PUBLIC PARTICIPATION AND HEARING PROCESS - CONSOLIDATED PLAN AMENDMENTS

The City shall make available to the public and shall submit to the Department of Housing and Urban Development (HUD) a description of any substantial changes adopted for the current year CSPS. The Citizen Participation process used in consideration of an amended use of funds shall be that part of the process which includes public notification of the proposed changes and will be published in accordance with Section 3.F herein, mailed to known citizen groups and other organizations concerned with housing and community development issues, and will appear at City Clerk office, Capital Area District Library and on the City's website. Any written or oral comments or views of citizens submitted during the thirty (30) day comment period. Copies of the proposed amendment document will be made available upon request from the Development Office of Economic Development and Planning. A summary of comments or views, written and oral, and the response of the City will be included in the final CSPS document.

SECTION 5: CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORTS (CAPER)

The City of Lansing shall in September of each year make available to citizens a grantee performance report (CAPER), or an equivalent report as may be required by the Department of Housing and Urban Development, which shall contain a report and evaluation of the City's accomplishments for the previous fiscal year based on objectives and the amount of funds projected to be used to benefit low and moderate income persons as stated in the annual CSPS. A summary of citizens' comments shall be incorporated into the CAPER report before its submission to HUD.

A. PUBLIC PARTICIPATION/HEARING PROCESS - CAPER

Notice of the availability of the grantee performance report shall be published as discussed in the Publishing of Notice herein. A summary of citizens' comments or views, written and oral, and the response of the City will be included in the final CSPS document. Citizen's shall be given a period of fifteen (15) days to comment on the report.

SECTION 6: TECHNICAL ASSISTANCE

Technical Assistance shall be provided as much as practicable by the Department of Economic Development and Planning to individuals, organizations, agencies and groups interested in developing proposals for funding through the CSPS planning and budget process. Requests for such assistance shall be submitted in writing. Reasonable levels of assistance shall include informational and training meetings, provision of printed informational material, provision of statistical data, and reference to electronic or other sources of information and referral service. The amount of technical assistance to be provided to any one group or organization shall be at a level determined by the City. The City shall take into consideration the total demand for assistance in determining the amount of assistance able to be provided to any one entity.

SECTION 7: ACCESSIBILITY OF INFORMATION

All documents and information related to the CSPS process and programs including CDBG, HOME and ESG, (**except** personal confidential information such as family income, social security, tax returns, medical, credit data or relocation matters, etc.) are to be made available for citizen review.

Whenever possible information shall be disseminated to members of appropriate advisory organizations at least twenty (20) days before action is expected to be taken by the advisory organizations. When this is not possible, staff shall make every effort to provide information to citizens in a timely manner.

SECTION 8: COMPLAINT PROCESS

It is clearly recognized that good communications are necessary if community development program are to be effectively implemented. The following process is a guide to resolving complaints and disagreements.

When citizens disagree with policies or actions of the City regarding CSPS matters and those disagreements are not able to be resolved with the City staff most directly involved, citizens should express the complaint in writing to involved staff persons with a copy to supervisory staff. If it is necessary to pursue the complaint further, it should be submitted to the Director of the Planning and Neighborhood Development Department in the same written form. If the matter remains unresolved, the written complaint should be submitted to the Law Department. Formal complaints should be made in writing and mailed, e-mailed or delivered to the Department of Planning and Neighborhood Development office.

A written response to complaints received shall, if at all possible and practicable, be prepared and mailed to citizens within fifteen (15) days of the receipt of the complaint in the Development Office of the Department of Economic Development and Planning.

SECTION 9: EFFECT OF CHANGES TO LAW, HUD REQUIREMENTS OR FEDERAL REGULATIONS

The City of Lansing will continue to comply with any and all HUD requirements, including those related to new programs, amendments and changes to regulations, changes pertaining to the Consolidated Plan process, Amendments, CAPER, the Citizen Participation Plan, public comment period and form of public notice. In the event of conflict between this Citizens Participation Plan and new or amended requirements set by HUD or federal law, the new requirements shall supersede this Plan.

In the event HUD allows or provides for a waiver of any requirement of this CPP as allowed by law or regulation, including but not limited to public hearing, public comment, and publication requirements, the Department may elect to exercise said waiver for the

purpose of expediting programs to address emergency situations, including but not limited to the COVID-19 pandemic.

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

WHEREAS, the Mayor made the reappointments to various Boards as stated below:

Board of Police Commissioners:

Clyde D. Carnegie as 4th Ward Board Member for a term to expire June 30, 2024.

Board of Fire Commissioners:

Georgina (Gina) Nelson as 4th Ward Board Member for a term to expire June 30, 2024.

Rodney Singleton as an At-Large Board Member for a term to expire June 30, 2024.

Lansing Entertainment & Pub. Facility Authority:

Larry Leatherwood as an At-Large Board Member for a term to expire June 30, 2023.

Board of Review:

Melissa C. Jeffries as an At-Large Board Member for a term to expire June 30, 2023.

WHEREAS, the Mayor's office has verified that the nominees 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 reappointments to various Boards as stated below:

Board of Police Commissioners:

Clyde D. Carnegie as 4th Ward Board Member for a term to expire June 30, 2024.

Board of Fire Commissioners:

Georgina (Gina) Nelson as 4th Ward Board Member for a term to expire June 30, 2024.

Rodney Singleton as an At-Large Board Member for a term to expire June 30, 2024.

Lansing Entertainment & Pub. Facility Authority:

Larry Leatherwood as an At-Large Board Member for a term to expire June 30, 2023.

Board of Review:

Melissa C. Jeffries as an At-Large Board Member 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 Ronald Wilson of 731 Merrill Street, Lansing, MI 48912 as an At-Large Member of the Board of Public Service 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 Ronald Wilson of 731 Merrill Street, Lansing, MI 48912 as an At-Large Member of the Board of Public Service for a term to expire June 30, 2021.

From: noreply@civicplus.com
Sent: Tuesday, March 31, 2020 1:31 PM
To: Plummer, Marilyn; Mayor Intern; Tim.Hilton@lansingmi.gov
Subject: [EXTERNAL] Online Form Submittal: Application for Appointment to Board or Commission

Application for Appointment to Board or Commission

Thank you for your interest in serving on a Lansing Board, Commission or Committee.

Certain boards, commissions or committees require appointees to be a registered elector in the City of Lansing (Charter Section 2-102) and be a resident of Lansing for one year prior to taking office (Charter Section 2-102).

Appointees to every board, commission or committee must not be in default to the City at the time of taking office (Charter Section 2-103.2) and not have been convicted, within 20 years of taking office, of a violation of the election laws of the City of Lansing, State of Michigan, or the United States; a violation of public trust; or any felony (Charter Section 2-103.1).

Lansing City Charter, Section 5-104, Ineligibility For Boards, restricts certain City employee activities on some boards: "No person holding another City office or activity employed by the City shall be eligible to be a voting member on any board."

(Section Break)

Date	3/31/2020
------	-----------

First Name	Ron
------------	-----

Middle	Field not completed.
--------	----------------------

Last Name	Wilson
-----------	--------

Other name(s) by which you have been known, including maiden names	Field not completed.
--	----------------------

Date of Birth	
---------------	-------------

Address	731 Merrill St
---------	----------------

City	Lansing
------	---------

State	MI
Zip Code	48912
Email	ronwilson731@gmail.com
Gender	Male
Find my ward:	Lansing Neighborhoods Ward Map
Ward	1
Precinct	<i>Field not completed.</i>
Best phone number to contact you	██████████
Last 4 digits of social security number	████
In what year did you move to Lansing?	1979
Additional information regarding experience and credentials	<i>Field not completed.</i>
Occupational Background	Michigan Tax Information Council Executive Director Michigan Association of Counties Senior Legislative Liaison Lansing City Council Legislative Liaison EduGuide Public Outreach and Fundraising Director National Alliance of Mental Health of Michigan Office Manager and Outreach Director
Educational Background	Masters from University of Michigan in Natural Resource Policy and Communication
Previous Appointments	None
Current Appointments	None
Please attach a resume if available	<i>Field not completed.</i>
First choice for board to serve on	Public Service

Second choice of a board to serve on	Planning Board
Third choice of a board to serve on	Parks Board
Fourth choice of a board to serve on	Human Relations and Community Services Board (HRCS)
Please comment briefly on why you wish to serve on a particular board or commission. Please be specific as to your goals and ideas about how you wish to contribute to the work of the board or commission	While working for the City Council I became intimately aware of all City department functions. I helped departments schedule council approval of procedure changes, rate changes, and new policies. I have worked on legislation involving water quality, solid waste, recycling, parks, economic development, and road funding. I have worked to help increase the number of Lansing students gaining financial aid to attend college. I've helped families gain access for mental health support, as well as helped the Lansing Police Department develop and the implement training on mental health awareness.
Qualifications and Eligibility – At this time, if you do not meet one or more of the qualifications or eligibility requirements listed at the top, please state here the requirement to be met and explain how you will be qualified or eligible before you would be sworn in to an appointed office	<i>Field not completed.</i>
Background Check Authorization	I agree
Please type your name in this box to signify that you can serve on a board or commission and the information in this application is accurate to the best of your knowledge	Ron Wilson
Date & Time	3/31/2020 1:15 PM

Email not displaying correctly? [View it in your browser.](#)

RESOLUTION # _____

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

WHEREAS, the City of Lansing and the Board of Water and Light have expressed the desire to continue the Agreement between the City of Lansing and the Board of Water and Light dated June 30, 1992, (the Agreement), which has subsequently extended by means of four Amendments thereto in 2001, 2012, 2013 and 2018 respectively;

WHEREAS, the City of Lansing and the Board of Water and Light have proposed in Amendment 5 to the Agreement for the Board of Water and Light to extend the terms and provisions of the Agreement an additional two (2) years;

WHEREAS, the Board of Water and Light have proposed in Amendment 5 to the Agreement to pay to the City of Lansing a fixed dollar amount for each of the fiscal years 2020, 2021, and 2022 as follows: FY 2020 \$23,100,000: FY 2021 \$25,000,000: FY 2022 \$25,000,000.

WHEREAS, the Board of Water and Light also proposes in Amendment 5 to pay the City of Lansing amounts for each of the fiscal years 2020, 2021, and 2022 to be determined as follows:
(the Boards revenue from retail and wholesale sales of chilled water, electric, steam, heat and water utilities for the preceding 12 months period ending May 31st exceeding \$409,836,066) multiplied by 3%.

NOW, THEREFORE, BE IT RESOLVED, that the proposed Amendment 5 to the Agreement between the City of Lansing and the Board of Water & Light dated June 30, 1992 is approved.

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 aforementioned transactions, subject to their prior approval as to content and form by the City Attorney.

RESOLUTION #2020-05-02
Return on Equity (ROE) Renewal

WHEREAS, the City of Lansing has expressed a desire to continue the Agreement Between the City of Lansing and The Board of Water & Light dated June 30, 1992 (the Agreement), which has been subsequently extended by means of four Amendments thereto in 2001, 2012, 2013 and 2018, respectively;

WHEREAS, the Board of Commissioners Committee of the Whole (COW) considered the City of Lansing's request on April 28, 2020;

WHEREAS, the General Manager recommended the Agreement be extended by two (2) years at a specific dollar amount for Fiscal Years 2020, 2021, and 2022, with some limited upward adjustment for FY 2021 and 2022 if the BWL's revenues significantly exceed its forecast, which would be memorialized as Amendment No. 5;

WHEREAS, the COW has considered the proposed Amendment #5, agreed with the General Manager's recommendation and approved the Amendment, including authorization for the General Manager to execute the Amendment, and the Amendment shall be forwarded to the Board of Commissioners for approval at the May 2020 meeting.

RESOLVED, the proposed Amendment 5 to the Agreement Between the City of Lansing and The Board of Water & Light dated June 30, 1992 is approved by the COW, including authorization for the General Manager to execute the Amendment, and shall be forwarded to the Board of Commissioners for approval at the May 2020 meeting.

Motion by Commissioner Ross, Seconded by Commissioner Leek, to approve the Return on Equity (ROE) Renewal for FY 20.

Motion Carried by the following Roll Call Vote

Yeas: Commissioners Price, Graham, Leek, Lenz, Mullen, Ross, Thomas and Zerkle

Nays: None

**AMENDMENT NO. 5 TO AGREEMENT
BETWEEN THE CITY OF LANSING AND
THE BOARD OF WATER AND LIGHT**

This Amendment No. 5 is entered as of this ___day of ____, 2020, by and between the City of Lansing, 124 W. Michigan Ave., Lansing, MI 48933, hereinafter referred to as "City", and the Board of Water and Light, 1201 South Washington Ave., Lansing, Michigan 48910, hereinafter referred to as "Board". The City and the Board are each a "Party" and, collectively are the "Parties".

STATEMENT OF PURPOSE

- A. The Parties entered into an Agreement dated June 30, 1992 (the "Agreement"), a copy of which is attached as **Exhibit A**; and
- B. The Parties entered into Amendment No. 1 to the Agreement on December 17th, 2001, which expired June 30, 2012, a copy of which is attached as **Exhibit B**; and
- C. The Parties entered into Amendment No. 2 to the Agreement on June 30, 2012, which expired June 30, 2017, a copy of which is attached as **Exhibit C**;
- D. The Parties entered into Amendment No. 3 to the Agreement on December 23, 2013, which increased the Board's annual payment to the City to 6.1% of its revenue from retail and wholesale sales of chilled water, electric, steam, heat and water utilities for the preceding 12 months period ending May 31st of each year (the "Payment"). A copy of Amendment No. 3 is attached as **Exhibit D**, and
- E. Amendment No. 3 also extended the term of the Agreement for an additional year beyond that provided for in Amendment No.2, such that the Agreement expired June 30, 2018, unless extended in writing by the Board of Commissioners and the City Council of Lansing.
- F. The Parties entered into Amendment No. 4 to the Agreement on July 1, 2018. Amendment No. 4 extended the terms and provisions of the Agreement by an additional two years such that the Agreement expires June 20, 2020, unless extended in writing by the Commissioners of the Board and the City Council of Lansing. A copy of Amendment No. 4 is attached as **Exhibit E**.

Including as modified by this Amendment No. 5, and by the prior Amendments No.s 1 – 4, the Parties desire to extend the terms and provisions of the Agreement by an additional two (2) years. Further, the Parties agree that the Board will pay to the City a fixed dollar amount for each of the Fiscal Years 2020, 2021, and 2022 as follows: FY2020 \$23,100,000: FY2021 \$25,000,000: and FY2022 \$25,000,000.

In addition to the amounts described in the preceding paragraph, for each of FY2021 and FY2022, the Board shall pay to the City an amount determined as follows:

(the Board's revenue from retail and wholesale sales of chilled water, electric, steam, heat and water utilities for the preceding 12 months period ending May 31st minus \$409,836,066) multiplied by 3%.

For purposes of illustration only:

In FY 2021, the Board will pay to the City \$25,000,000.

In addition, assuming the Board's revenues for the prior year ending May 2021 are \$420,000,000, the additional revenue calculation payable to the City would be:

$\$420,000,000 - \$409,836,066 = \$10,163,934.$

$\$10,163,934 \times 3\% = \$304,918$ payable to the city, in addition to \$25,000,000.

If this calculation results in a negative number or zero (0), no additional payment will be required.

AGREEMENT

The Parties therefore agree as follows:

- 1) The terms of the Agreement are extended by an additional two years, such that the Agreement shall automatically terminate on June 30, 2022, unless extended further by the Commissioners of the Board and the City Council of Lansing.
- 2) The Agreement as amended contains the entire Agreement and any terms, conditions or provisions not contained in this Agreement as amended are not binding on either Party.
- 3) This Agreement shall inure to the benefit of the Parties to the Agreement.
- 4) This Agreement, or any of its terms or provisions, shall not be waived, modified or otherwise altered except as agreed in writing and executed by both Parties.
- 5) Except as modified in this Amendment No. 5, the Agreement shall remain in full force and effect. Nothing herein releases the Board from any payments it is obligated to make pursuant to the previous amendments to the Agreement.

[Signature page follows]

IN WITNESS WHEREOF the parties have signed this Amendment No. 5, and it shall become effective on the date first above written.

CITY OF LANSING

By: _____
Andy Schor, Mayor

By: _____
Chris Swope, City Clerk

BOARD OF WATER AND LIGHT

By: _____
Richard R. Peffley
General Manager

By: _____
M. Denise Griffin
Corporate Secretary

Approved as to form only:

City Attorney

076492.000026 4822-8219-0010.3

Approved as to form:

Board of Water and Light
Legal Counsel

EXHIBIT A

AGREEMENT
BETWEEN THE CITY OF LANSING AND
THE BOARD OF WATER & LIGHT

AGREEMENT dated the 3rd day of June, 1992, by and between the City of Lansing, hereinafter referred to as "City", and the Board of Water & Light, 123 West Ottawa, Lansing, Michigan 48933, hereinafter referred to as "Board".

WITNESSETH:

WHEREAS, pursuant to the 1978 City Charter, the Board and the City are encouraged to cooperate with each other; and

WHEREAS, Michigan law, specifically, Act 94, Public Acts of 1933, as amended, and various revenue bond covenants contained in revenue bonds issued by the Board provide that the Board shall not offer or furnish free utility service to any entity including the City; and

WHEREAS, pursuant to the 1978 City Charter the City provides to the Board, among other things, use of its streets, alleys, bridges and other public places of the City without compensation and the Board, as an agency of the City, is exempt from property taxation; and

WHEREAS, since 1972 the Board has contributed to the City an annual amount as a return on equity and City Council has now requested the Board to increase the amount it contributes to the City; and

WHEREAS, the Commissioners of the Board of Water & Light have agreed that the payment of a return on equity to the City is in the best interest of its ratepayers; and

WHEREAS, the Commissioners of the Board of Water & Light have offered to the City a proposal to modify the percentage used to calculate the Board's return on equity to the City and has requested the City to deed to the Board the parcel located at 123 W. Ottawa Street in a manner consistent with the City Charter; and

WHEREAS, the Mayor and his staff have reviewed the Board's proposal and recommend that the City Council approve of the Board's proposal;

NOW, THEREFORE, IT IS AGREED:

1. The Board's annual payment of a return on equity to the City for the next ten (10) years commencing on July 1, 1992 shall be 4.0 percent of net billed retail sales from its water, steam heat, and electric utilities for the preceding 12 month period ending May 31 of each year. Subject to the provisions of Act 94 Public Acts of 1933, as amended, and the Board's various bond covenants this amount shall be payable to the City no later than June 30th of each year.
2. In addition to any sums mentioned in paragraphs 1 and 2 of this Agreement the Board shall pay to the City the total sum of \$1,850,000.00 as consideration for a quitclaim deed from the City for the parcel at 123 West Ottawa Street. The quitclaim deed shall be in a form consistent with the 1978 City Charter and the parcel shall be held by the Board for its purposes. The sum of \$1,850,000.00 shall be payable as follows:
 - a. \$1,600,000 shall be paid to the City by the Board no later than June 30, 1992; and
 - b. \$250,000 shall be payable to the City by the Board no later than July 15, 1992.

3. The initial payment of 4.0 percent of the net billed retail sales from the Board's water, steam heat and electric utilities shall be made to the City no later than June 30, 1993, and this initial payment shall be in addition to the sum of \$250,000 which shall be paid to the City no later than July 15, 1992.
4. The City shall convey to the Board by quitclaim deed the parcel at 123 West Ottawa Street no later than June 30, 1992 in a manner consistent with the 1978 City Charter and the parcel shall be held by the Board for its purposes.
5. This Agreement shall automatically terminate on June 30, 2002, unless extended in writing by the Commissioners of the Board and the City Council of the City of Lansing.
6. This Agreement contains the entire Agreement and any terms, conditions or provisions not contained in this Agreement are not binding on either party.
7. This Agreement, or any of its terms or provisions, shall not be waived, modified or otherwise altered unless in writing and executed by both parties to this Agreement.

IN WITNESS WHEREOF the parties have signed this Agreement on the date first above written.

WITNESS:

Josephine Rogers
Candice Hartnuff

CITY OF LANSING

By:

Terry J. McKays
Terry J. McKays, Mayor

By:

James D. Blair
James D. Blair, City Clerk

WITNESS:

Beverly A. Bishop
Rosemary Sullivan

Approved as to form only:

Alvan P. Knot
Alvan P. Knot
City Attorney

BOARD OF WATER & LIGHT

By: Joseph Pandy, Jr.
Joseph Pandy, Jr.,
Director & General Manager
By: Mary E. Sova
Mary E. Sova,
Corporate Secretary

I hereby certify as to the availability of funds in Account
none required.

Stephen W. Duarte
for STEPHEN W. DUARTE
City Controller

APPROVED AS TO FORM
Lawrence F. Wilhite
BOARD OF WATER & LIGHT
LEGAL COUNSEL

Resolution No. 92-8-2

ADMINISTRATIVE

WHEREAS, at the regular meeting of June 16, 1992, the Board adopted a resolution authorizing the General Manager and Corporate Secretary to enter into a Return on Equity Agreement with the City of Lansing subject to confirmation by a majority vote of the Board of Commissioners at the next regularly scheduled Board meeting, be it

RESOLVED, That the Agreement between the City of Lansing and the Board of Water and Light, dated June 30, 1992, governing the transfer of a parcel located at 123 W. Ottawa Street and a Return on Equity payment is hereby ratified, confirmed, and approved.

Recommended by

Mary E. Sova
Mary E. Sova, Secretary

8/6/92
Date

Approved by:

Joe Pandy
Joseph Pandy, Jr., General Manager

8/11/92
Date

Date Resolved by Board Action:

August 25, 1992

**AMENDMENT NO. 1 TO AGREEMENT
BETWEEN THE CITY OF LANSING AND
THE BOARD OF WATER AND LIGHT**

This Amendment No. 1 is entered into as of this 17th day of December by and between the City of Lansing, 124 W. Michigan Avenue, Lansing, Michigan 48933, hereinafter referred to as "City", and the Board of Water and Light, 1232 Haco Drive, Lansing, Michigan 48912, hereinafter referred to as the "Board".

STATEMENT OF PURPOSE

The Parties have entered into an agreement (Agreement) dated June 30, 1992 which is set to expire June 30, 2002, a copy of which is attached as Exhibit A; and

Except as modified by this Amendment No. 1, the Parties desire to extend the terms and provisions of the Agreement (both this Amendment No. 1 and the Agreement are hereinafter referred to as Agreement); and

The Parties acknowledge that ownership of a utility entitles the City to receive certain benefits associated with that ownership; and

The Parties also acknowledge that it is generally accepted practice in the municipal utility industry for municipal utilities, being exempt from property taxes, to make payments to the state or local government.

AGREEMENT

The Parties therefore agree as follows:

- 1) The Board shall make an annual payment to the City for the next ten (10) years commencing on July 1, 2002, in the amount of 4.0 percent of its revenue from retail and wholesale sales of chilled water, electric, steam heat, and water utilities

for the preceding 12 month period ending May 31st of each year. Subject to the provisions of Act 94 Public Acts of 1933, as amended, and the Board's various bond covenants this amount shall be payable to the City no later than June 30th of each year.

- 2) In further consideration of this Agreement, the Board shall additionally pay to the City 4% of its wholesale sales for electricity and water for March-April-May of 2002; such payment will be made before June 30, 2002.
- 3) This Agreement shall automatically terminate on June 30, 2012, unless extended in writing by the Commissioners of the Board and the City Council of the City of Lansing.
- 4) This Agreement contains the entire Agreement and any terms, conditions or provisions not contained in this Agreement are not binding on either party.
- 5) This Agreement, or any of its terms or provisions, shall not be waived, modified or otherwise altered unless in writing and executed by both parties to this Agreement.
- 6) This Agreement shall inure to the benefit of the Parties.
- 7) Except as modified by this Amendment No. 1, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties have signed this Agreement on the date first above written.

WITNESS:

Linda M. Sanchez

Robert K. Miner

CITY OF LANSING

By: David C. Hollister
David Hollister, Mayor

By: Steve Dougan
Steve Dougan, City Clerk

WITNESS:

Burley A. Bishop

Rosemary Sullivan

BOARD OF WATER & LIGHT

By: Joseph M. Pandey, Jr.
Joseph Pandey, Jr.
Director and General Manager

By: Mary E. Sova
Mary E. Sova
Corporate Secretary

Approved as to form only:

James S. Sniertka
James Sniertka
City Attorney

I hereby certify that funds are available
Acct. No. none required
Jeffery S. Busha
Jeffery S. Busha, Principal Accountant
for City Controller

Approved as to form:

Lawrence H. Wilhite
Lawrence H. Wilhite
Board of Water & Light
Legal Counsel

(h:\bab\word\jplcity\city-bwlagmt-1a.doc)

**AMENDMENT NO. 2 TO AGREEMENT
BETWEEN THE CITY OF LANSING AND
THE BOARD OF WATER AND LIGHT**

This Amendment No. 2 is entered into as of this 30th day of June, 2012, by and between the City of Lansing, 124 W. Michigan Ave., Lansing, MI 48933, hereinafter referred to as "City", and the Board of Water and Light, 1232 Haco Drive, Lansing, Michigan 48912, hereinafter referred to as "Board".

STATEMENT OF PURPOSE

The Parties have entered into an agreement dated June 30, 1992, a copy of which is attached as **Exhibit A**; and

The Parties entered into Amendment No. 1 to the original agreement on December 17th, 2002, which is set to expire June 30, 2012, a copy of which is attached as **Exhibit B**; and

Except as modified by this Amendment No. 2, the parties desire to extend the terms and provisions of the Agreement (this Amendment No. 2, Amendment No. 1, and the original agreement are hereinafter referred to collectively as the "Agreement"); and

The parties acknowledge that ownership of a utility entitles the City to receive certain benefits associated with that ownership; and

The Parties acknowledge that it is generally accepted practice in the municipal utility industry for municipal utilities, being exempt from taxes, to make payments to the state or local government.

AGREEMENT

The Parties therefore agree as follows:

- 1) The Board shall make an annual payment to the City for five (5) years

commencing on July 1, 2012, in the amount of five (5.0%) percent of its revenue from retail and wholesale sales of chilled water, electric, steam heat, and water utilities for the preceding 12 month period ending May 31st of each year (the "Payment").

- 2) Subject to the provisions of Act 94 Public Acts of 1933, as amended, and the Board's various bond covenants, the Payment shall be payable to the City no later than June 30th of each year.
- 3) This Agreement shall automatically terminate on June 30, 2017, unless extended in writing by the Commissioners of the Board and the City Council of the City of Lansing.
- 4) This Agreement contains the entire Agreement and any terms, conditions or provisions not contained in this Agreement are not binding on either party.
- 5) This Agreement shall inure to the benefit of the Parties.

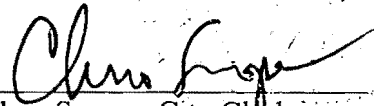
This Agreement, or any of its terms or provisions, shall not be waived, modified or otherwise altered unless in writing and executed by both parties to this agreement.

- 6) Except as modified in this Amendment No. 2, the original agreement and Amendment No. 2 shall remain in full force and effect. Nothing herein releases the Board from any payments it is obligated to make pursuant to the previously entered agreement and amendment.

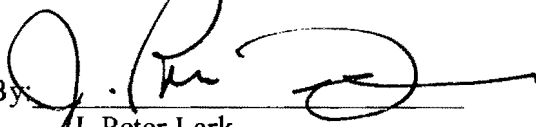
IN WITNESS WHEREOF the parties have signed this Agreement on the date first above written.

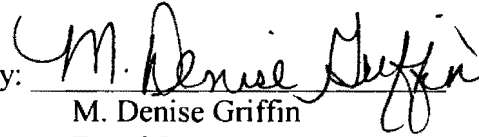
CITY OF LANSING

By: 
Virg Bernero, Mayor

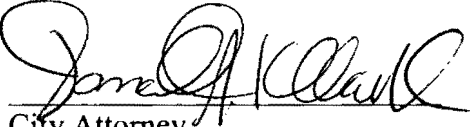
By: 
Chris Swope, City Clerk

BOARD OF WATER AND LIGHT

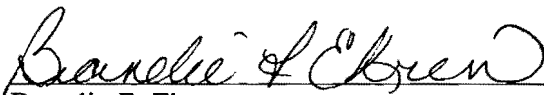
By: 
J. Peter Lark
Director and General Manager

By: 
M. Denise Griffin
Board Secretary

Approved as to form only:


City Attorney

Approved as to form:


Brandie F. Ekren
Board of Water and Light
Legal Counsel

**AMENDMENT NO. 3 TO AGREEMENT
BETWEEN THE CITY OF LANSING AND
THE BOARD OF WATER AND LIGHT**

This Amendment No. 3 ("Amendment #3") is entered into as of this 23rd day of December, 2013, by and between the City of Lansing, 124 W. Michigan Ave., Lansing, MI 48933, hereinafter referred to as "City", and the Board of Water and Light, 1232 Haco Drive, Lansing, Michigan 48912, hereinafter referred to as "Board".

STATEMENT OF PURPOSE

The Parties have entered into an agreement dated June 30, 1992, a copy of which is attached as **Exhibit A**; and

The Parties entered into Amendment No. 1 to the original agreement on December 17th, 2002, which was set to expire June 30, 2012, a copy of which is attached as **Exhibit B** ("Amendment #1"); and

The Parties entered into Amendment No. 2 to the original agreement on June 30, 2012, which was set to expire June 30, 2017, a copy of which is attached as **Exhibit C** ("Amendment #2"); and

Except as modified by this Amendment No. 3, the parties desire to extend the terms and provisions of the Agreement (this Amendment No. 3, Amendment No. 2, Amendment No. 1 and the original agreement are hereinafter referred to collectively as the "Agreement") by an additional year and increase the annual payment to the City for the remainder of the term; and

The parties acknowledge that ownership of a utility entitles the City to receive certain benefits associated with that ownership; and

The Parties acknowledge that it is generally accepted practice in the municipal utility industry for municipal utilities, being exempt from taxes, to make payments to the state or local government.

AGREEMENT

The Parties therefore agree as follows:

- 1) The term of Amendment No. 2, which is currently set to expire June 30, 2017, is extended to June 30, 2018.
- 2) The Board shall make payments to the City for the remaining five (5) years commencing on July 1, 2013, in the amount of six point one (6.1%) percent of its revenue from retail and wholesale sales of chilled water, electric, steam heat, and water utilities for the preceding 12 month period ending May 31st of each year (the "Payment").
- 3) Subject to the provisions of Act 94 Public Acts of 1933, as amended, and the Board's various bond covenants, the Payment shall be payable to the City in semi-annual installments due no later than thirty (30) days following each one-half (1/2) year this Agreement is in effect:

December 1 (estimated)
June 30 – to include reconciliation for entire fiscal year

The June 1 payment shall constitute the difference between the estimated payment for the first one-half (1/2) year and the actual calculated amount for the entire fiscal year.
- 4) This Agreement shall automatically terminate on June 30, 2018, unless extended in writing by the Commissioners of the Board and the City Council of the City of Lansing.

5) This Agreement contains the entire Agreement and any terms, conditions or provisions not contained in this Agreement are not binding on either party.

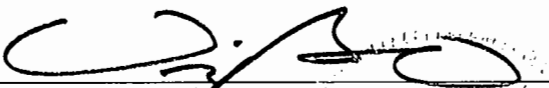
6) This Agreement shall inure to the benefit of the Parties.

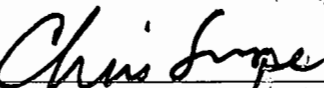
This Agreement, or any of its terms or provisions, shall not be waived, modified or otherwise altered unless in writing and executed by both parties to this agreement.

7) Except as modified in this Amendment No. 3, the original agreement and amendments shall remain in full force and effect. Nothing herein releases the Board from any payments it is obligated to make pursuant to the previously entered agreement and amendments.

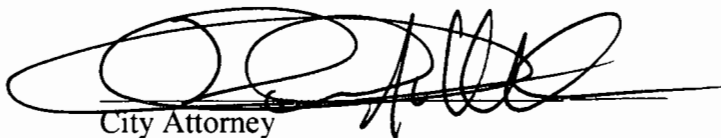
IN WITNESS WHEREOF the parties have signed this Agreement on the date first above written.

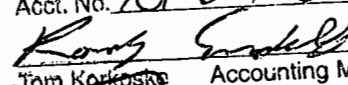
CITY OF LANSING

By: 
Virg Bernero, Mayor

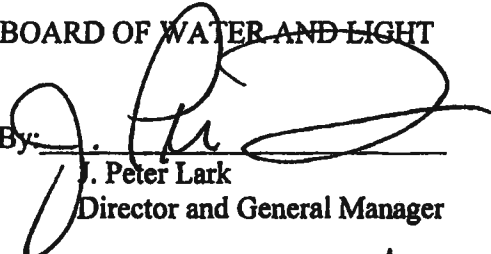
By: 
Chris Swope, City Clerk

Approved as to form only:


City Attorney

I hereby certify that funds are available
Acct. No. 101-674100

Tom Korkoske Accounting Manager

BOARD OF WATER AND LIGHT

By: 

J. Peter Lark

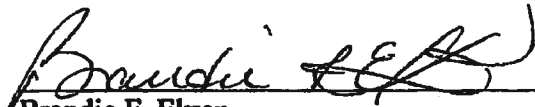
Director and General Manager

By: 

M. Denise Griffin

Board Secretary

Approved as to form only:



Brandie F. Ekren

Board of Water and Light Legal Counsel

**AMENDMENT NO. 4 TO AGREEMENT
BETWEEN THE CITY OF LANSING AND
THE BOARD OF WATER AND LIGHT**

This Amendment No. 4 ("Amendment No. 4") is entered into as of this 1ST day of JULY, 2018 by and between the City of Lansing, 124 W. Michigan Ave., Lansing, MI 48933, hereinafter referred to as "City", and the Board of Water and Light, 1232 Haco Drive, Lansing, Michigan 48912, hereinafter referred to as "Board".

STATEMENT OF PURPOSE

- A. The Parties entered into an original agreement, dated June 30, 1992, a copy of which is attached as **Exhibit A**.
- B. The Parties extended the original agreement by Amendment No. 1, dated December 17th, 2002, which expired June 30, 2012; by Amendment No. 2, dated June 30, 2012, which expired June 30, 2017; and by Amendment No. 3, dated December 23, 2013, which is set to expire June 30, 2018. A copy of Amendment No. 3 is attached as **Exhibit B**.
- C. As modified by this Amendment No. 4, the Parties desire to extend the terms and provisions of the original agreement, as extended and modified by Amendments No. 1, No. 2, and No. 3, by this Amendment No. 4 (collectively "this Agreement") through June 30, 2020 to and continue the annual 6.1% Payment to the City for the remainder of this term.
- D. The Parties acknowledge that ownership of a utility entitles the City to receive certain benefits associated with that ownership, and that it is generally acceptable practice in

the municipal utility industry for municipal utilities, being exempt from taxes, to make payments to the state or local government.

AGREEMENT

The Parties, therefore, in acknowledgement and reliance on the Statement of Purpose and in consideration of the mutual covenants herein contained, agree as follows:

- 1) The term of Amendment No. 3, which is currently set to expire June 30, 2018, is extended to June 30, 2020.
- 2) The Board shall extend its payments to the City, under this Agreement, commencing on July 1, 2018 through June 30, 2020, in the continued amount equal to six point one (6.1%) percent of its revenue from retail and wholesale sales of chilled water, electric, steam heat, and water utilities for the proceeding 12 month period ending May 31st of each year (the "Payment").
- 3) Subject to the provisions of Act 94 Public Acts of 1933, as amended, and the Board's various bond covenants, the Payment shall be payable to the City in semi-annual installments due no later than thirty (30) days following each one/half (1/2) year that this Agreement is in effect as follows:

First ½ year – June 1 to December 1 of each Payment year – to be an estimated payment;

Second ½ year – December 2 to May 31 of each Payment year – to include reconciliation payment for entire fiscal year.

The May 31 payment date calculation shall constitute the difference between the estimated payment for the first one-half (1/2) year and the actual calculated amount for the entire fiscal year.

- 4) This Agreement shall automatically terminate on June 30, 2020, unless extended in writing by the Commissioners of the Board and the City Council of the City of Lansing.
- 5) This Agreement contains the entire agreement and any terms, conditions or provisions not contained in this Agreement are not binding on either party.
- 6) This Agreement shall inure the benefit of the Parties. This Agreement, or any of its terms or provisions, shall not be waived, modified or otherwise altered unless in writing and executed by both parties to this Agreement.
- 7) Except as modified in this Amendment No. 4, the original agreement and Amendments No. 1, No. 2 and No. 3 shall remain in full force and effect. Nothing herein releases the Board from any payments it is obligated to make pursuant to the previously entered original agreement and Amendments No. 1, No. 2 and No. 3.

IN WITNESS WHEREOF the parties have signed this Agreement on the date first above written.

CITY OF LANSING

By: _____

Andy Schor, Mayor

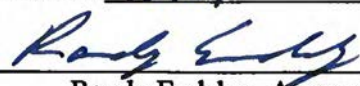
By: _____

Chris Swope, City Clerk

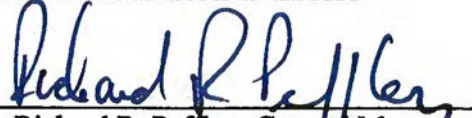
Approved as to form only:

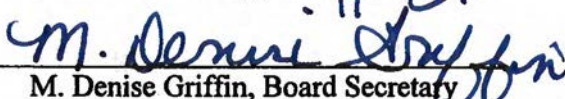

James D. Smerka, City Attorney

I hereby certify that funds are available

Acct. No. N/A

Randy Endsley, Accounting Manager

BOARD OF WATER AND LIGHT

By: 
Richard R. Peffley, General Manager

By: 
M. Denise Griffin, Board Secretary

Approved as to form only:


Brandie F. Ekren
Board of Water and Light Legal Counsel

RESOLUTION _____

WHEREAS, the State of Michigan Department of Treasury has given preliminary notice of its intent to award a Financially Distressed Cities, Villages, and Townships (FDCVT) grant in the amount of up to \$210,000 toward reimbursement of expenditures required to implement the Supporting the Capital City Project (project title), and

WHEREAS, the State of Michigan requires each municipality's governing body to adopt a resolution authorizing participation in the proposed project prior to finalizing the award of grants from the State of Michigan's FDCVT grant program, and

WHEREAS, City of Lansing (local unit name) acknowledges that it:

1. Has filed its annual financial report (F65) or audit per the Uniform Budgeting and Accounting Act or the Uniform System of Accounting Act,
2. Has filed its financial plan (deficit elimination plan) per the Glenn Steil State Revenue Sharing Act, as applicable,
3. Is not delinquent in making payments that are due on loans issued pursuant to the Emergency Municipal Loan Act, and
4. Does not have a payment due and owing to the state

And thus is eligible to participate in a FDCVT grant funded project;

NOW, THEREFORE, BE IT RESOLVED THAT the City Council hereby authorize participation in the Supporting the Capital City Project and on behalf of the City of Lansing (local unit name) authorizes Andy Schor, Mayor to provide this resolution indicating its approval to the State of Michigan, and to submit and execute documents requested by the State of Michigan relating to the FDCVT requirements.



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

RACHAEL EUBANKS
STATE TREASURER

May 20, 2020

Shelbi Frayer
Chief Strategy & Finance Officer
City of Lansing
124 West Michigan Avenue, 8th Floor
Lansing, MI 48933

Dear Ms. Frayer:

Re: **Grant No. 210088-20**
Notification of Intent to Award – FDCVT Grant FY 2020

The Michigan Department of Treasury (Treasury) – Revenue Sharing and Grants Division received your grant application for the Financially Distressed Cities, Villages, and Townships (FDCVT) grant program. We are pleased to inform you that the proposal your governmental unit submitted entitled ***Supporting the Capital City*** has been selected for a grant award in the maximum amount of **\$210,000.00**.

Enclosed are two original copies of the Financially Distressed Cities, Villages, and Townships Grant Agreement and a sample Board Resolution.

An electronic fillable version of the sample Board Resolution is located on Treasury's website:
http://www.michigan.gov/treasury/0,4679,7-121-1751_2197_58826_69378---,00.html

Next Step

To receive the Final Award, Treasury must receive two original signed copies of the Grant Agreement and a Board Resolution (as indicated in the Conditions of the grant application packet) by Monday, July 20, 2020.

Submission of the signed Grant Agreement and a Board Resolution will signify acceptance of the grant award and will be considered agreement to all provisions specified in the grant application packet, the Notification of Intent to Award letter, and the Grant Agreement.

Please send the required documents by mail to:

Michigan Department of Treasury
Revenue Sharing and Grants Division
PO Box 30722
Lansing, MI 48909

Upon Treasury's review and acceptance/approval of the signed Grant Agreement and Board Resolution, Treasury will sign the Grant Agreement. Treasury will return one executed copy of

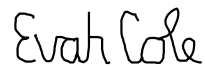
City of Lansing
May 20, 2020
Page 2

the Grant Agreement along with the Final Award letter, after which time the grantee will be responsible for the submission of grant compliance reporting and reimbursement requests.

Awarded funds will not be released until a completed grant agreement has been finalized. Reminder, grant funds are distributed on a reimbursement basis.

Congratulations on the grant award. We appreciate your interest in the FDCVT and look forward to working with you on this project. If you have any questions, please let us know. We can be reached at (517) 335-7484.

Sincerely,

A handwritten signature in black ink that reads "Evah Cole". The signature is written in a cursive, flowing style.

Evah Cole, Division Administrator
Revenue Sharing and Grants Division

Enclosures

**FINANCIALLY DISTRESSED CITIES, VILLAGES, AND TOWNSHIPS
GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF TREASURY
AND CITY OF LANSING**

This Grant Agreement ("Agreement") is made between the Michigan Department of Treasury, Revenue Sharing and Grants Division ("Treasury") and City of Lansing ("Grantee").

The purpose of this Agreement is to provide funding to a financially distressed municipality with conditions that indicate probable financial distress. Legislative appropriation of funds for grant assistance is set forth in 2019 Public Act 56. This Agreement is subject to the terms and conditions specified herein.

Grant #: 210088-20
Project Name: Supporting the Capital City
Amount of grant: \$210,000.00
Start Date: October 1, 2019
End Date: September 30, 2024

GRANTEE CONTACT:

Shelbi Frayer, Chief Strategy & Finance Officer

Name/Title

City of Lansing

Municipality Name

124 West Michigan Avenue, 8th Floor

Address

Lansing, MI 48933

City, State, Zip Code

(517) 483-4594

Telephone Number

Fax Number

shelbi.frayer@lansingmi.gov

E-mail Address

CV0047783

Vendor/Customer Number

TREASURY CONTACT:

Evah Cole, Division Administrator

Name/Title

Revenue Sharing and Grants Division

Division

P.O. Box 30722

Address

Lansing, MI 48909

City, State, Zip Code

(517) 335-7484

Telephone Number

(517) 335-3298

Fax Number

TreasRevenueSharing@michigan.gov

E-mail Address

I. AGREEMENT SCOPE

This Agreement and its appendices constitute the entire Agreement between Treasury and the Grantee and may be modified only by written agreement between Treasury and the Grantee.

(A) The scope of this agreement is limited to activities specified in Appendix A, and such activities as are authorized by Treasury under this Agreement. Any change in agreement scope requires written approval in accordance with Section III (Amendments) of this Agreement.

(B) By entering into this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. CONTRACT PERIOD

The Agreement shall be effective from the Start Date until the End Date specified on page 1. Treasury shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures incurred or paid by the Grantee prior to the Start Date or after the End Date of this Agreement will not be reimbursed under the Agreement.

III. AMENDMENTS

Any desired amendments to this Agreement shall be requested by the Grantee in writing and shall not be effective unless approved in writing by Treasury. Treasury reserves the right to deny requests for amendments to the Agreement or to the appendices. No amendments can be implemented without written approval by Treasury.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified below and in Appendix A of this Agreement, if applicable.

(A) The Grantee must complete and submit semiannually the *Financially Distressed Cities, Villages, and Townships Narrative Report* (Form 5196) and the *Financially Distressed Cities, Villages, and Townships Financial Status Report* (Form 5198). These forms shall be due according to the following schedule:

Reporting Period	Due Date
October 1 – March 31	April 30
April 1 – September 30	October 30

The forms shall be submitted to Treasury's contact at the e-mail address on page 1.

(B) For a payment reimbursement, the Grantee must complete and submit a *Financially Distressed Cities, Villages, and Townships Reimbursement Request* (Form 5199). The reimbursement request must include supporting documentation (copies of original invoices, cancelled checks, and any other report that would support the request) of eligible project expenditures.

The form shall be submitted to Treasury's contact at the address on page 1.

Treasury shall make reimbursements upon receipt of a reimbursement request form, not more than once a month, provided that the Grantee is in compliance with all terms and conditions of this Agreement, and dependent upon state appropriations.

Funds may not be released to the Grantee, if the Grantee:

1. Has not filed its annual financial report (F65) or audit per the Uniform Budgeting and Accounting Act, 1968 Public Act 2, as amended (MCL 141.421 to 141.440a) or the Uniform System of Accounting Act, 1919 Public Act 71, as amended (MCL 21.41 to 21.55), or
2. Has not filed its financial plan (deficit elimination plan) per the Glenn Steil State Revenue Sharing Act, 1971 Public Act 140, as amended (MCL 141.921), or
3. Is delinquent in making payments that are due on loans issued pursuant to the Emergency Municipal Loan Act, 1980 Public Act 243, as amended (MCL 141.931 to 141.942), or
4. Has a payment due and owing to the state.

(C) The Grantee must complete and submit a final *Financially Distressed Cities, Villages, and Townships Narrative Report* (Form 5196) and *Financially Distressed Cities, Villages, and Townships Financial Status Report* (Form 5198). The Grantee shall submit the final reports, including any outstanding deliverables, within 30 days from the End Date of the Grant, specified on page 1.

The forms shall be submitted to Treasury's contact at the e-mail address on page 1.

(D) One year after the date of the Final Closeout letter from Treasury, the Grantee must complete and submit a *Financially Distressed Cities, Villages, and Townships Final Follow-up Report* (Form 5197).

The form shall be submitted to Treasury's contact at the e-mail address on page 1.

V. GRANTEE RESPONSIBILITIES

- (A) The Grantee agrees to abide by all local, state, and federal laws, rules, ordinances, and regulations in the performance of the activities funded by this grant.
- (B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State of Michigan or any other entity.
- (C) The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this grant or from any expenditure of grant funds.
- (D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the Grantee or its contractor(s) under this Agreement. The Grantee or its contractor(s) shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.

- (E) Treasury's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. Treasury's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance (or failure of performance) of this Agreement.
- (F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with Treasury for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal prosecution, civil suit, and/or termination of the grant.
- (G) The Grantee must comply with all Conditions contained in its application for the grant, a copy of which is attached as Appendix B.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that Treasury funded all or a portion of its development.

Treasury retains an irrevocable license to reproduce, publish and use in whole or in part, and authorize others to do so, any copyrightable material submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that Treasury can use in accordance with this paragraph.

Unless otherwise specified in this Agreement, the Grantee may not patent products or processes developed under this Agreement.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of Treasury. Treasury does not assume responsibility regarding the contractual relationships between the Grantee and any contractor.

VIII. CONTRACTS

Treasury reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, Treasury will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All contractors used by the Grantee in completing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott-Larsen Civil Rights Act, 1976 Public Act 453, as amended (MCL 37.2101 et seq), the Persons with Disabilities Civil Rights Act, 1976 Public Act 220, as amended (MCL 37.1101 et seq), and all other federal, state, and local fair employment practices and equal opportunity

laws. The Grantee agrees to include in every contract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. LIABILITY

- (A) The Grantee, not Treasury, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities carried out or to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, any contractor, or anyone employed by the Grantee.
- (B) All liability as a result of claims, demands, costs, or judgments arising out of activities carried out or to be carried out by Treasury in the performance of this Agreement is the responsibility of Treasury and not the responsibility of the Grantee, if the liability is caused by any Treasury employee or agent.
- (C) In the event that liability arises as a result of activities conducted jointly by the Grantee and Treasury in fulfillment of their responsibilities under this Agreement, such liability is held by the Grantee and Treasury in relation to each party's responsibilities under these joint activities.
- (D) Nothing in this Agreement may be construed as a waiver of any governmental immunity by the Grantee, Treasury, their agents, or their employees as provided by statute or court decisions.

XI. ANTI-LOBBYING

The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute (MCL 4.415(2)). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action. The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State of Michigan.

XII. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its contractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions by any federal department or the state.
- (2) Have not within a three-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) transaction or agreement 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, or receiving stolen property.
- (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 subsection (2).

- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XIII. AUDIT AND ACCESS TO RECORDS

Treasury reserves the right to conduct a programmatic and financial audit of the project, and Treasury may withhold payment until the audit is satisfactorily completed. The Grantee is required to maintain all pertinent records and evidence pertaining to the Grant Agreement, including grant funds, in accordance with generally accepted accounting principles and other procedures specified by Treasury. Treasury or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of seven years after the Final Closeout letter has been issued to the Grantee by Treasury.

XIV. INSURANCE

- (A) The Grantee must maintain insurance or self-insurance, satisfactory to Treasury, that will protect Treasury from claims that may arise from the Grantee's actions under this Agreement or from the actions of others for whom the Grantee may be held liable.
- (B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XV. OTHER SOURCES OF FUNDING

The Grantee guarantees that any payments for which claims for reimbursement are made to Treasury under this Agreement will not be financed by any source other than Treasury under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from the Grantee's reimbursement request(s), or to immediately refund to Treasury, the total amount representing such duplication of funding.

XVI. COMPENSATION

- (A) A breakdown of costs allowed under this Agreement is identified in Appendix A. Treasury will reimburse the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenditures incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.
- (B) Expenditures incurred or paid by the Grantee prior to the Start Date or after the End Date of this Agreement will not be reimbursed under the Agreement.
- (C) Treasury will approve reimbursement requests after approval of reports and related documentation as required under this Agreement.

- (D) Treasury reserves the right to request additional information necessary to substantiate reimbursement requests.
- (E) Reimbursements under this Agreement may be processed by Electronic Funds Transfer (EFT) at Treasury's discretion. In order to be eligible to receive reimbursements by EFT, the Grantee must register at the SIGMA Vendor Self Service website (www.michigan.gov/SigmaVSS).

XVII. CLOSEOUT

- (A) A determination of project completion, which may include a site inspection and an audit, shall be made by Treasury after the Grantee has satisfactorily completed the activities, and provided products and deliverables described in Appendix A.
- (B) Upon issuance of the Final Closeout letter from Treasury, the Grantee releases Treasury from all claims against Treasury arising under this Agreement. Unless otherwise provided in this Agreement or by State law, the Final Closeout letter shall not constitute a waiver of Treasury's claims against the Grantee.
- (C) The Grantee shall immediately refund to Treasury any reimbursements in excess of the costs allowed by this Agreement.

XVIII. CANCELLATION

This Agreement may be cancelled by Treasury, upon thirty (30) days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by Treasury and the Grantee.

XIX. TERMINATION

- (A) This Agreement may be terminated by Treasury as follows.
 - (1) Upon thirty (30) days written notice to the Grantee:
 - a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or other applicable laws or rules.
 - b. If the Grantee knowingly and willingly presents false information to Treasury for the purpose of obtaining this Agreement or any reimbursement under this Agreement.
 - c. If Treasury finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of Treasury in an attempt to secure a contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
 - d. During the thirty (30) day written notice period, Treasury will withhold reimbursement for any terminations under subparagraphs a through c, above.

- e. If the Grantee or any contractor of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Department of Licensing and Regulatory Affairs or its successor.

(2) Immediately, upon written notice, and without further liability to Treasury, if the Grantee, or any agent of the Grantee, or any agent of any contractor is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes;
- d. Convicted of any other criminal offense which, in the sole discretion of Treasury, reflects on the Grantee's business integrity; or
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, Treasury reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XX. DISCLOSURE OF INFORMATION

All reports or other printed or electronic material are public information under the Freedom of Information Act, 1976 Public Act 442, as amended (MCL 15.231 to 15.246).

XXI. CERTIFICATION

The individuals signing below certify by their signatures that they are authorized to sign this Grant Agreement on behalf of their agencies, that the parties will fulfill the terms of this Agreement, including the attached appendices, as set forth herein, and that no part of the agreement has been altered or changed.

FOR THE GRANTEE:

Signature

Date

Name/Title

FOR TREASURY:

Signature

Date

Name/Title

**APPENDIX A –
APPROVED BUDGET AMOUNTS**

Supporting the Capital City

Below is the approved budget for your grant project. Please note, we have assigned budget categories to each of your original budget line items. Use these categories when submitting your reimbursement requests*.

Budget Category	Budget Description	Application Budget Amount	Award Budget Amount	Comments
	Lansing Police Department	\$998,472.00	\$.00	
Equipment - Replacement	Lansing Fire Department - 6 Heart Monitors	\$1,001,528.00	\$210,000.00	See note below
	Budget Total	\$2,000,000.00	\$210,000.00	

*Reimbursement requests must include copies of invoices and cancelled checks (or equivalent) supporting the costs.

Work plan/timeline: Prior to the release of funds, the grantee will provide to Treasury an updated work plan / timeline, related to the line items for which grant funding was received. The work plan / timeline should include estimated completion dates and a description of the deliverable for each step.

Lansing Fire Department: The grant award is for the reimbursement of six heart monitors for use by the Lansing Fire Department.

APPENDIX B-APPLICATION CONDITIONS

Financially Distressed Cities, Villages, and Townships Application (FY 2020)

Issued under authority of 2019 Public Act 56

CONDITIONS

Implementation of Proposal:

Within sixty (60) days following the Michigan Department of Treasury's Notification of Intent to Award letter, the grantee agrees to submit the signed Grant Agreement and Board Resolution, indicating approval of the proposal and Financially Distressed Cities, Villages, and Townships grant funding, or be subject to automatic cancellation of the grant. No grant funding will be released until the required signed Grant Agreement, Board Resolution, and a final work plan pertaining to the funds awarded have been received by Treasury.

Proposal Clarification:

The Michigan Department of Treasury reserves the right to award funds for an amount other than requested and/or request changes to, or clarification of, any and all applications received.

Prior to executing any changes to the scope of the proposal, the selected grantee must inform (in writing) the Michigan Department of Treasury of the proposed changes. The department will notify the grantee within thirty (30) days whether the proposed changes fall under the original grant award.

Eligible Expenditures:

Grant award funds must be used to make payments to reduce unfunded accrued liability; to repair or replace critical infrastructure or equipment owned or maintained by the city, village, or township; to reduce debt obligations; for costs associated with a transition to shared services with another jurisdiction; or to administer other projects that move the city, village, or township toward financial stability. The focus will be on the repair or replacement of obsolete critical infrastructure or equipment, and service consolidation(s).

Expenditures:

1. The grantee understands and agrees that all expenditures from the grant will:
 - Be used to ensure efficient administration of the proposal.
 - Be permissible under state and federal law and consistent with statewide policies, regulations, and practices.
 - Be adequately supported by source documentation, including invoices, cancelled checks and electronic payment confirmations.
 - Only be for items approved in the Grant Agreement.
2. The grantee agrees to use the approved purchasing practices and bid procedures required by the "Grantee" for expenditures involving proposal activity.
3. The grantee agrees to maintain accounting records following generally accepted accounting principles for the expenditure of grant funds. The grantee agrees to record all revenues and expenditures in a fund or account separate from the grantee's other funds or accounts.
4. The grantee agrees to maintain all documentation for costs incurred for a seven-year period following the Michigan Department of Treasury Final Closeout letter.

Release of Funds:

Payments to the "Grantee" may be made on a monthly reimbursement basis, providing the grantee is in compliance with all terms and conditions of the grant, and dependent upon state appropriations.

For a payment reimbursement, a completed *Financially Distressed Cities, Villages, and Townships Reimbursement Request* (Form 5199) must be submitted to the Michigan Department of Treasury. Source documentation supporting the requested reimbursement amount must be attached to the reimbursement request form. At a minimum, the source documentation should include copies of the original invoices, cancelled checks, and any other report that would support the request.

Financially Distressed Cities, Villages, and Townships Application (FY 2020)

Issued under authority of 2019 Public Act 56

CONDITIONS CONTINUED

The "Grantee's" Chief Financial Officer or Chief Administrative Officer must sign and date the *Financially Distressed Cities, Villages, and Townships Reimbursement Request* (Form 5199).

Funds may not be released to the "Grantee" if the grantee:

1. Has not filed their annual financial report (F65) or audit per the Uniform Budgeting and Accounting Act, 1968 Public Act 2, as amended (MCL 141.421 to 141.440a) or the Uniform System of Accounting Act, 1919 Public Act 71, as amended (MCL 21.41 to 21.55), or
2. Has not filed their financial plan (deficit elimination plan) per the Glenn Steil State Revenue Sharing Act, 1971 Public Act 140, as amended (MCL 141.921), or
3. Are delinquent in making payments that are due on loans issued pursuant to the Emergency Municipal Loan Act, 1980 Public Act 243, as amended (MCL 141.931 to 141.942), or
4. Has a payment due and owing to the state.

Forfeiture and Repayment of Grant Funds:

If any conditions and provisions in the Grant Agreement are not met by the grantee, the grantee agrees to forfeit any future grant funds for this proposal and agrees that any grant funds previously reimbursed to the grantee may be required to be repaid to the State. At the discretion of the State Treasurer, repayments may be fulfilled by the Michigan Department of Treasury through the diversion of revenue sharing payments issued to the grantee under the Glenn Steil State Revenue Sharing Act of 1971 (1971 PA 140) or the Michigan Department of Treasury's FY 2020 appropriation act (2019 PA 56), until all grant funds previously reimbursed for this project have been repaid to the State.

Reporting Requirements:

1. *Semiannual Narrative and Financial Status Reports* – The awarded grantee shall submit to the Michigan Department of Treasury semiannually, signed and dated, narrative and financial status reports. The reports are due April 30 and October 30.
 - a. *Narrative Report (NR)* (Form 5196) – should present the following information:
 - i. Name of Grantee and Grant Number
 - ii. Reporting Period (i.e. October 2020-March 2021, April 2021-September 2021, etc. ...). The initial filing will be due on October 30, 2020, and cover the period of October 1, 2019, to September 30, 2020.
 - iii. The percentage (%) completed of the proposal's work plan
 - iv. The estimated proposal completion date. For the final report, indicate the actual proposal completion date
 - v. A brief outline of the work accomplished during the reporting period (or grant period, if this is the final report) relative to the proposal's work plan and timeline
 - vi. A brief outline of the work to be completed during the subsequent reporting period
 - vii. A brief description of any problems or delays, real or anticipated, experienced
 - b. *Financial Status Report (FSR)* (Form 5198) – should present the following information:
 - i. Name of Grantee and Grant Number
 - ii. Reporting Period (i.e. October 2020-March 2021, April 2021-September 2021, etc. ...). The initial filing will be due on October 30, 2020, and cover the period of October 1, 2019, to September 30, 2020.
 - iii. The percentage (%) completed of the proposal's work plan
 - iv. The estimated proposal completion date. For the final report, indicate the actual proposal completion date
 - v. The amount of funds expended through the reporting period (i.e. from the beginning of the grant proposal to the end of the reporting period)
 - vi. The projected future expenditures for the proposal
 - vii. Total projected expenditures for the proposal
 - viii. Original or amended (per grant award) budget per Appendix A of the Grant Agreement
 - ix. The difference between current projected proposal expenditures and original or amended budget

Financially Distressed Cities, Villages, and Townships Application (FY 2020)

Issued under authority of 2019 Public Act 56

CONDITIONS CONTINUED

2. *Final Narrative Report* (Form 5196) and *Final Financial Status Report* (Form 5198) – The awarded grantee shall submit to the Michigan Department of Treasury final, signed and dated, narrative and financial status reports. The reports are due within thirty (30) days after the completion of the proposal.
 - a. The reports shall include the information as indicated under *Semiannual Narrative and Financial Status Reports* (above).
 - b. Indicate “Final Report” on the top of the Final Narrative and Financial Status Reports.
 - c. In addition to the items listed above, the final narrative report must include a description of the proposal's accomplishments and any unanticipated benefits/difficulties experienced while completing the proposal. Additionally, attach a copy of the proposal deliverables, if applicable (i.e. pictures of completed construction or equipment, etc. ...).
3. *Final Follow-up Report* (Form 5197) – One year after the date of the Final Closeout Letter from the Michigan Department of Treasury, the grantee agrees to provide a Final Follow-up Report to the Michigan Department of Treasury on the status of the proposal. The report will include:
 - a. A detailed description of service changes and improvements.
 - b. A detailed status update on the goals and measures used to determine the success of the proposal and outcomes presented in the application (i.e. have they been met, what has changed, etc. ...).
 - c. A detailed description of set-backs or difficulties experienced in implementing the proposal.
 - d. An analysis of cost savings realized related to the implementation of the proposal.
 - e. A detailed description of how the funding was utilized and assisted the grantee toward financial stability.

Audit and Review:

The grantee agrees to allow the Michigan Department of Treasury and the State Auditor General's Office (and/or any of their duly authorized representatives) access, for the purposes of inspection, audit, and examination, to any books, documents, papers, and records of the grantee which are related to this proposal.

The Michigan Department of Treasury may conduct periodic program reviews of the proposal. The purpose of these reviews will be to determine adherence to stated proposal goals and to review progress of the proposal in meeting its objectives.

The grantee agrees to submit semiannual and final progress reports, along with a final follow-up report to the Michigan Department of Treasury. The grantee understands that failure to submit any required reports may result in the termination of the grant.

Grant Termination:

The grantee understands that this grant may be terminated if the Michigan Department of Treasury concludes that the grantee is not in compliance with the conditions and provisions of this grant, or has falsified any information. The Michigan Department of Treasury will extend an opportunity for the grantee to demonstrate compliance. Notification of termination will be in writing.

The grantee acknowledges that continuation of this grant is subject to appropriation or availability of funds for this grant. If appropriations to enable the Michigan Department of Treasury to effect continued payment under this grant are reduced, the Michigan Department of Treasury shall have the right to terminate this grant. The Michigan Department of Treasury shall give the grantee at least thirty (30) days advance written notice of termination for non-appropriation.

City of Example

County of Example

RESOLUTION ACCEPTING THE FDCVT GRANT

Minutes of the regular meeting of the City Council of the City of Example County of Example, State of Michigan, (the "Municipality") held on May 20, 2020.

PRESENT: Members: Allen, Jones, Nelson, and Smith

ABSENT: Members: None

Member Allen offered and moved the adoption of the following resolution, seconded by Member Nelson.

WHEREAS, the State of Michigan Department of Treasury has given preliminary notice of its intent to award a Financially Distressed Cities, Villages, and Townships (FDCVT) grant in the amount of up to \$245,000 toward reimbursement of expenditures required to implement the FDCVT Application Proposal Title (project title), and

WHEREAS, the State of Michigan requires each municipality's governing body to adopt a resolution authorizing participation in the proposed project prior to finalizing the award of grants from the State of Michigan's FDCVT grant program, and

WHEREAS, City of Example (local unit name) acknowledges that it:

1. Has filed its annual financial report (F65) or audit per the Uniform Budgeting and Accounting Act or the Uniform System of Accounting Act,
2. Has filed its financial plan (deficit elimination plan) per the Glenn Steil State Revenue Sharing Act, as applicable,
3. Is not delinquent in making payments that are due on loans issued pursuant to the Emergency Municipal Loan Act, and
4. Does not have a payment due and owing to the state

And thus is eligible to participate in a FDCVT grant funded project;

NOW, THEREFORE, BE IT RESOLVED THAT the City Council (governing body) hereby authorize participation in the FDCVT Application Proposal Title (project title) and on behalf of the City of Example (local unit name) authorizes John Doe, City Manager, (designee) to provide this resolution indicating its approval to the State of Michigan, and to submit and execute documents requested by the State of Michigan relating to the FDCVT requirements.

YEAS: Members: Allen, Jones, Nelson, and Smith

NAYS: Members: None

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City Council of the City of Example, County of Example, said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being 1976 Public Act 267, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Jane Doe (name)

City of Example, Clerk

City of Example County of Example