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

AND
VIA ZOOM CONFERENCING FOR THE PUBLIC

AGENDA FOR OCTOBER 26, 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, October 26, 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 827 3930 7418 or call (312) 626-6799 and enter Meeting ID 827 3930 7418

I. ROLL CALL

II. MEDITATION AND PLEDGE OF ALLEGIANCE

III. READING AND APPROVAL OF PRINTED COUNCIL PROCEEDINGS

Approval of the Printed Council Proceedings of September 14, 2020 and September 21, 2020

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

V. TABLED ITEMS

VI. SPECIAL CEREMONIES

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 by the end of the first speaker's comments 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

XIII. COUNCIL CONSIDERATION OF LEGISLATIVE MATTERS

A. REFERRAL OF PUBLIC HEARINGS

B. CONSENT AGENDA

C. RESOLUTIONS FOR ACTION

1. BY COUNCIL PRESIDENT SPADAFORE

a. Extension to Mayor's State of Emergency

2. BY THE COMMITTEE ON DEVELOPMENT AND PLANNING

a. Act-3-2020; Vacate an obsolete utility easement extending 444 feet north from Case Street requested by Laux Construction (PEND-1958)

b. Setting a Public Hearing in consideration of the Commercial Rehabilitation District; 329-337 S. Washington Square for Washington Square at Kalamazoo, LLC (PEND-1960)

c. Setting the Public Hearing in consideration of the Commercial Rehabilitation Certificate; 329-337 S. Washington Square for Washington Square at Kalamazoo, LLC (PEND-1962)

d. Resetting the Public Hearing in consideration of Z-8-2019; Conditional Rezoning, 5400 S Cedar; "F" Commercial & "J" Parking Districts to "G-2" Wholesale District (PEND-1440)

3. BY THE COMMITTEE ON GENERAL SERVICES

a. Annual Training Requirement; All City Boards and Commissions training on the Ethics Ordinance, Conflicts of Interest, and the Open Meetings Act (PEND-1979)

4. BY THE COMMITTEE ON PUBLIC SAFETY

a. Setting a Show Cause Hearing in consideration of the issuance of orders for Make Safe or Demolish to the owners of property located at 2108 E. Cavanaugh (PEND-1943)

b. Joint Appointment; Ayanna Neal to the Ingham County/City of Lansing Community Corrections Advisory Board for a term to expire of September 17, 2021 (PEND-1941)

5. BY THE COMMITTEE OF THE WHOLE

a. Authorization to create Lansing Fire Department Cadet/Explorer Program (PEND-2028)

b. Accepting Joint Representation by Clark Hill for Election Integrity Fund, et al. v. City of Lansing and City of Flint Litigation (PEND-2021)

c. Setting a Public Hearing in consideration of the Lease Agreement; Lansing Shuffleboard and Social Club, LLC 325 Riverfront Drive (PEND-2039)

d. Resetting a Public Hearing in consideration of the Downtown Lansing Riverfront Project; Lansing Shuffleboard and Social Club, LLC 325 Riverfront Drive (PEND-2044)

e. Resetting a Public Hearing in consideration of the Special Assessment; Montgomery Drainage District Improvements (PEND 2048)

f. Establish Procedures for Open Virtual Public Meetings due to the COVID-19 Pandemic (PEND 2057)

6. BY THE COMMITTEE ON WAYS AND MEANS

a. Grant Acceptance; Center for Tech and Civic Life (CTCL) Election Equipment Grant Acceptance Amendment (PEND-2024)

b. Grant Acceptance; DUI and Seat Belt Overtime Traffic Enforcement Grant (PEND-1982)

D. REPORTS FROM COUNCIL COMMITTEES

E. ORDINANCES FOR INTRODUCTION and Setting of Public Hearings

1. BY THE COMMITTEE ON DEVELOPMENT AND PLANNING

a. Z-2-2020; 5528 S. Martin Luther King Jr. Blvd. Rezoning from “D-1” Professional Office District to “F” Commercial District (PEND-1929)

b. Z-3-2020; 1030 S. Holmes Street Rezoning from “B” Residential & “D-1” Professional Office Districts to “DM-4” Residential District (PEND-1934)

2. BY THE COMMITTEE OF THE WHOLE

a. Non-Emergency Ordinance; Amend Chapter 602, Section 602.11; To Prevent Disease, Prolong Life and Promote Public Health by Providing for Enforcement of Local Health Orders or Regulations issues pursuant to the Michigan Public Health Code (PEND-2031)

b. Emergency Ordinance; Amend Chapter 602, Section 602.11; To Prevent Disease, Prolong Life and Promote Public Health by Providing for Enforcement of Local Health Orders or Regulations issues pursuant to the Michigan Public Health Code (PEND-2029)

F. ORDINANCES FOR PASSAGE

1. BY THE COMMITTEE OF THE WHOLE

a. Emergency Ordinance; Amend Chapter 602, Section 602.11; To Prevent Disease, Prolong Life and Promote Public Health by Providing for Enforcement of Local Health Orders or Regulations issues pursuant to the Michigan Public Health Code (PEND-2029)

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. Grant Acceptance; Center for Tech and Civic Life (CTCL) Election Equipment Grant Acceptance Amendment (PEND-2024)

c. Board of Water and Light Annual Audit for Fiscal Year Ending June 30, 2020

d. Executive Order 2020-005; Creation of the Mayor's Advisory Commission on Sustainability

2. Letter(s) from the Mayor re:

    a. Ordinance to institute Form Based Zoning Code (PEND-2052, 2054)

    b. Grant Acceptance; Michigan Department of Treasury's Public Safety and Public Health Payroll Reimbursement Program (PSPHPR) (PEND-1976)

    c. Grant Acceptance; State of Michigan Coronavirus Relief Local Government Grant (CRLGG) (PEND-1981)

    d. Grant Acceptance; DUI and Seat Belt Overtime Traffic Enforcement Grant (PEND-1982)

    e. Grant Acceptance; Victims of Crime Act (VOCA)- Capital Area Response Effort (CARE) Grant from the Michigan Crime Victims Service Commission (PEND-1990)

    f. Grant Acceptance; STOP Violence Against Women grant from the Michigan Department of Health and Human Services (PEND-1992)

    g. Grant Acceptance; 2020 Lead Hazard Control Grant from the Department of Housing and Urban Development (HUD) (PEND-1994)

    h. Grant Acceptance; Michigan State Police Automobile Theft Prevention Authority (ATPA) Grant (PEND-1975)

    i. Donation Acceptance; First Annual Ron Seyka Memorial Golf Outing (PEND-1988)

    j. Funding Acceptance; Ingham County Parks and Trails Millage Funds (PEND-1997)

    k. Outside Legal Counsel; Addition of Sandra Brown and Thompson Hine and Warner, Norcross, and Judd (PEND-1986)

    l. Reappointment; Jennie Gies as a City of Lansing member of the Capital Area Transportation Authority Board for a term to expire of September 30, 2023 (PEND-1999)

    m. Reappointment; DeYeya E. Jones as a City of Lansing Member of the Capital Area District Library Board for a term to expire of September 30, 2024 (PEND-2000)

    n. Reappointment; Gregory Ward as a City of Lansing member of the Capital Region Airport Authority Board for a term to expire of September 30, 2024 (PEND-2001)

o. Reappointment; James Tischler as a City of Lansing member of the Local Development Finance Authority Board for a term to expire of September 30, 2024 (PEND-2002)

p. Reappointment; Tiffany Dowling as a member of the Saginaw Street Corridor Improvement Authority Board of Directors for a term to expire of September 30, 2024 (PEND-2003)

q. Appointment; Bart O. Carrigan as a Lansing Citizen Representative of the Employees' Retirement System Board of Trustees for a term to expire of September 30, 2024 (PEND-2005)

r. Appointment; Thomas Michael Hickson Jr. as the 3rd Ward member of Board of Public Service for a term to expire of September 30, 2024 (PEND-2006)

s. Accepting Joint Representation by Clark Hill for Election Integrity Fund, et al. v. City of Lansing and City of Flint Litigation (PEND-2021)

t. Emergency Ordinance to Amend Chapter 602, Section 602.11; To Prevent Disease, Prolong Life and Promote Public Health by Providing for Enforcement of Local Health Orders or Regulations issues pursuant to the Michigan Public Health Code (PEND-2029)

u. Ordinance to Amend Chapter 602, Section 602.11; To Prevent Disease, Prolong Life and Promote Public Health by Providing for Enforcement of Local Health Orders or Regulations issues pursuant to the Michigan Public Health Code (PEND-2030)

v. Lease Agreement; Lansing Shuffleboard and Social Club, LLC 325 Riverfront Drive (PEND-2041)

w. Grant Acceptance; Sobriety Court Grant (PEND-2037)

x. Sole Source Purchase; Lansing Police Department request for Action Target Inc. to repair the bullet traps at the firearms range

y. Sole Source Purchase; Public Service Department, Engineering Division request for C2AE as consultant for pathway design and monitoring of the Forest rd. pathway

z. Sole Source Purchase; Public Service Department, Wastewater Division request for Collcorp Inc. – Ironbrook as the vendor for UV Disinfection System Lamps and Parts aa. Sole Source Purchase; Lansing Police Department request for Michigan Law Enforcement Training Associates as consultant for procurement of training, consulting and advising on legal aspects of police policy, practice and law

ab. Sole Source Purchase; Lansing Police Department request for Sundance Chevrolet as the vendor for two vehicles

ac. Sole Source Purchase; Public Service Department, Wastewater Division request for Tetra Tech as consultant for procurement of engineering services for the SCADA system replacement

ad. Sole Source Purchase; Public Service Department, Wastewater Division request for Tetra Tech as the vendor for Engineering Services for switchgear replacement

ae. Sole Source Purchase; Lansing Police Department request for Kia of Lansing as the vendor for two vehicles

af. Grant Request; Reapprove Michigan Natural Resources Trust Fund, 1624 E. Cavanaugh Road (PEND-2061)

ag. Grant Request; Reapprove Michigan Natural Resources Trust Fund, 700 River Street (PEND-2062)

ah. Grant Request; Reapprove Michigan Natural Resources Trust Fund, 342 E. St. Joseph (PEND-2065)

ai. Appointment; Guillermo Lopez to the Board of Police Commissioners for a term to expire of October 30th, 2024 (PEND-2071)

3. Letter(s) from Council President Spadafore:

a. Amendment to the Marihuana Ordinance Section 1300.11 to allow micro-businesses to operate in commercially zoned districts (PEND-2067, 2068)

B. COMMUNICATIONS AND PETITIONS, AND OTHER CITY RELATED MATTERS

1. Claim Appeal; Claim #1766, Katelyn Stralkowski for $460 in trash fees at property located at 903 N. Capitol Avenue (PEND-2033)

2. Claim Appeal; Claim #1779, Jaza and Shna Saeid for $440 in board up fees at property located at 800 Harris Street (PEND-2034)

3. Communications in support of Black Lives Matter, public safety reform, and changes to the Lansing Police Department budget

4. Communications in opposition to the new format of City Council’s Zoom meetings

5. Communications in opposition to Mayor Schor's appointments to the Board of Water and Light Board of Commissioners

6. Notices from the Michigan Liquor Control Commission:

   a. RID # RQ-2010-12727; Transfer Ownership Escrowed 2020 Class C Licensed Business From 500EM, LLC, New SDM License Issued Under MCL 436.1533(5)(A), Non-Transferable, New Sunday Sales Permit (AM & PM) for Sidecar Lansing LLC at 500 E Michigan Ave Ste 100, Lansing, MI 48912

   b. RID # RQ-2010-12788; Transfer Location Escrowed 2020 SDD License with Sunday Sales Permit (PM) Only from 1109 E. Grand River Ave, East Lansing to 2121 W Holmes Rd.to be held in conjunction with existing SDM License for the Quality Dairy Company

7. Claim Appeal; Claim #1798, David Lund for $343 in grass and weeds for property located at 211 E. Hodge (PEND-2073)

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 by the end of the first speaker's comments 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

XX. ADJOURNMENT

Chris Swope

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/82739307418
(Note: this option requires downloading Zoom software. If you have not already installed the software, this may take a few minutes.) Meeting ID: **827 3930 7418**

Dial from your phone:
(312) 626-6799
Meeting ID: **827 3930 7418**

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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BY COUNCIL MEMBER SPADAFORE
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 the following dates and under the following resolutions, City Council approved Mayor Schor's Declaration of Emergency:

- April 9, 2020 under Resolution 2020-053 through April 30, 2020;
- April 27th, 2020 under Resolution 2020-069 through May 15, 2020;
- May 11, 2020 under Resolution 2020-077 through June 8, 2020;
- June 8, 2020 under Resolution 2020-084 through June 30, 2020;
- June 22, 2020 under Resolution 2020-089 through July 14th, 2020;
- July 27, 2020 under Resolution 2020-113 through August 25, 2020; and
- August 24, 2020 under Resolution 2020-150 through September 22, 2020; and
- September 21, 2020 under Resolution 2020-181 through October 27, 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

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 November 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.

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

Act-3-2020, 1401 Case St. Utility Easement Vacation

WHEREAS, Laux Construction, 1018 Hogsback Rd. Mason, MI 48854, has requested that the City vacate an obsolete utility easement extending 444 feet north from the northern edge of Case Street; and

WHEREAS, the utility easement is located entirely within the property 1401 Case Street; and

WHEREAS, on September 1, 2020, the Planning Board reviewed the proposal for the vacation of the utility easement, and found that:

- The utility easement is within a vacated section of Case Street,
- The utility easement currently serves one customer, effectively making it a private service,
- The extent of the utility easement vacation is 444’ in length by 66’ in width; and

WHEREAS, the Planning Board voted unanimously (5-0) on the proposal to recommend the vacation of the utility easement within 1401 Case Street; and

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

NOW THEREFORE BE IT RESOLVED, the Lansing City Council hereby approves Act-3-2020, and approves the vacation of the utility easement located within 1401 Case Street legally described as:

> Commencing at the Southeast corner of Lot 1, Block 7, Handy Home Addition as recorded in Liber 2 of Plats, Page 19, Ingham County Records, thence Northerly 519.29 feet on the west line of former Case Street right-of-way, also being the west line of existing utility easement and to the Point of Beginning, thence Northerly along said west line of former Case Street right of way a distance of 439.44 feet; thence Easterly, being perpendicular to said west line 66.00 feet; thence Southerly 439.44 feet along the east line of former Case Street right-of-way, also being the east line of existing utility easement; thence Westerly 66.00 feet perpendicular to said east line and to the Point of Beginning.

BE IT FINALLY RESOLVED, that the City Clerk shall forward certified copies of the resolution to the Ingham County Register of Deeds for recording and upon return, transmit a copy of the recorded resolution to the Michigan Department of Licensing and Regulatory Affairs, Office of Land Survey and Remonumentation (OLSR), the Planning and Assessor’s Offices, the Department of Public Service, and the applicant. The vacation

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shall be effective upon the date of recording of the resolution with the Ingham County Register of Deeds.

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

Resolution to Set a Public Hearing Regarding the Establishment of Commercial Rehabilitation District for Washington Square at Kalamazoo, LLC at 329-337 South Washington Square

WHEREAS, Washington Square at Kalamazoo, LLC, owner of the property located at 329, 331, 333, and 337 South Washington Square in the City of Lansing, Michigan (the "Property") has requested, in writing to the City Clerk, that the City of Lansing establish a Commercial Rehabilitation District (the "CRE District"), pursuant to the Michigan Commercial Rehabilitation Act, being Public Act 210 of 2005 (the "Act"); and

WHEREAS, the Property in question of the CRE District is legally described as:

329 South Washington Square
Parcel #: 33-01-01-16-405-121
Legal Description: S 1/3 LOT 8 BLOCK 129 ORIG PLAT

331 South Washington Square
Parcel #: 33-01-01-16-405-131
Legal Description: N 1/3 OF W 100 FT LOT 7 BLOCK 129 ORIG PLAT

333 South Washington Square
Parcel #: 33-01-01-16-405-141
Legal Description: LOT 7 EXC N 22 FT OF W 100 FT BLOCK 129 ORIG PLAT; and

WHEREAS, the Act requires that before granting a District the Lansing City Council hold a public hearing in order to afford an opportunity for the applicant, owners of real property within the proposed CRE District, the City Assessor, a representative of the affected taxing units, and all residents and taxpayers of the City of Lansing general public appear and be heard regarding the approval of the CRE District.

NOW THEREFORE BE IT RESOLVED that a public hearing be held in the City Council Chambers of the City of Lansing, 10th Floor, Lansing City Hall, Lansing, Michigan, on November 9, 2020 at 7:00 p.m. for the purpose of receiving public comment on the approval of a CRE District under the provisions of Public Act 210 of 2005 and that the Clerk shall publish once in a publication of general circulation within the community a notice of the scheduled public hearing and that the notice appear not less than 10 or more than 30 days prior to the date of the hearing.

BE IT FINALLY RESOLVED, due to COVID -19, the public hearing may be held electronically in accordance with the Open Meetings Act in an effort to protect the health and safety of the public. Members of the public wishing to participate in the meeting may

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do so by logging into or calling into the meetings using the website or phone number and Meeting ID provided on the November 30, 2020 meeting agenda.

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

Resolution to Set a Public Hearing Regarding the Granting of a Commercial Rehabilitation Act Exemption Certificate for Washington Square at Kalamazoo, LLC at 329-337 South Washington Square

WHEREAS, Washington Square at Kalamazoo, LLC, owner of the property located at 329, 331, 333, and 337 South Washington Square in the City of Lansing, Michigan (the "Property") has applied to the City of Lansing for the City to approve the issuance of a Commercial Rehabilitation Act Exemption Certificate (the "CRE Certificate"), pursuant to the Michigan Commercial Rehabilitation Act, being Public Act 210 of 2005 (the "Act"); and

WHEREAS, the Property in question of the CRE Certificate is legally described as:

329 South Washington Square
Parcel #: 33-01-01-16-405-121
Legal Description: S 1/3 LOT 8 BLOCK 129 ORIG PLAT

331 South Washington Square
Parcel #: 33-01-01-16-405-131
Legal Description: N 1/3 OF W 100 FT LOT 7 BLOCK 129 ORIG PLAT

333 South Washington Square
Parcel #: 33-01-01-16-405-141
Legal Description: LOT 7 EXC N 22 FT OF W 100 FT BLOCK 129 ORIG PLAT; and

WHEREAS, the Act requires that before granting a Certificate the Lansing City Council hold a public hearing in order to afford an opportunity for the applicant, owners of real property within the proposed CRE District, the City Assessor, a representative of the affected taxing units, and all residents and taxpayers of the City of Lansing general public appear and be heard regarding the approval of the CRE Certificate.

NOW THEREFORE BE IT RESOLVED that a public hearing be held in the City Council Chambers of the City of Lansing, 10th Floor, Lansing City Hall, Lansing, Michigan, on November 9, 2020 at 7:00 p.m. for the purpose of receiving public comment on the approval of a CRE Certificate under the provisions of Public Act 210 of 2005 and that the Clerk shall publish once in a publication of general circulation within the community a notice of the scheduled public hearing and that the notice appear not less than 10 or more than 30 days prior to the date of the hearing.

BE IT FINALLY RESOLVED, due to COVID -19, the public hearing may be held electronically in accordance with the Open Meetings Act in an effort to protect the health and safety of the public. Members of the public wishing to participate in the meeting may

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do so by logging into or calling into the meetings using the website or phone number and Meeting ID provided on the November 9, 2020 meeting agenda.

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

WHEREAS, under Resolution 2020-179 City Council set a public hearing for October 12, 2020 for the Conditional Rezoning of Z-8-2019 for 5400 S. Cedar Street; and

WHEREAS, given the Michigan Supreme Court's ruling on October 9, 2020 about the validity of the Governor's executive orders and the then-pending Senate Bill 1108 to amend the Open Meetings Act (OMA), the Council meeting on October 12, 2020 was canceled and therefore the public hearing was not held.

THEREFORE BE IT RESOLVED, the City Council of the City of Lansing will reset the public hearing for Monday, November 30, 2020, at 7 p.m. in City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan, for the purpose of approving and/or opposing the Ordinance for rezoning:

Z-8-2019: 5400 S. Cedar Street, Rezoning from "F" Commercial & "J" Parking Districts to "G-2" Wholesale District, with conditions

BE IT FURTHER RESOLVED, due to COVID -19, the public hearing may be held electronically in accordance with the Open Meetings Act in an effort to protect the health and safety of the public. Members of the public wishing to participate in the meeting may do so by logging into or calling into the meetings using the website or phone number and Meeting ID provided on the November 30, 2020 meeting agenda.

BY THE COMMITTEE ON GENERAL SERVICES
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the City of Lansing has various boards and commissions that are either advisory or have decision making authority; and

WHEREAS, all City boards and commissions are subject to the City of Lansing ethics ordinance, conflict of interest policies, and hold meetings that may be subject to the Open Meetings Act, 15.261 *et seq*;

NOW, THEREFORE, BE IT RESOLVED that, on an annual basis, every member of a board or commission authorized by city ordinance or the city charter shall obtain training on the ethics ordinance, conflicts of interest, and the Open Meetings Act;

BE IT FURTHER RESOLVED that a new appointee to a board or commission must complete the above training within sixty (60) days of their appointment;

BE IT FURTHER RESOLVED that the Office of the City Attorney shall coordinate such training, and it may take place in person, or via alternative method, at the discretion of the City Attorney;

BE IT FURTHER RESOLVED that once the annual training is completed by a board or commission member, record of such completion shall be maintained by the City Clerk;

BE IT FURTHER RESOLVED that each year, at the time the budget is passed, a resolution reaffirming this annual training requirement shall be presented to Lansing City Council for its consideration;

BE IT FURTHER RESOLVED that once passed by Lansing City Council, the City Clerk shall transmit a copy of this resolution to the secretary of each board and/or commission in the City, so as to notify them of this new training requirement;

BE IT FURTHER RESOLVED that each board and commission authorized by city ordinance or the city charter should consider modifying its rules of procedure to address the annual training requirements and issues such as allowing for the suspension of duties of a member if the annual training is not completed;

BE IT FINALLY RESOLVED that this annual training requirement shall go into effect 30 days after the passage of this resolution by Lansing City Council.

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BY THE COMMITTEE ON PUBLIC SAFETY
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Lansing Code Compliance Officer has declared a certain structure at 2108 E. Cavanaugh, Parcel # 33-01-01-35-301-195 and Legal Description: Lot 17 Exc S 436 FT Supervisors Plat of Culver-Dale Sub to be an unsafe and dangerous building and requested the property owner be ordered to demolish or otherwise make safe the structure; and

WHEREAS, the Code Compliance Officer red tagged the said structure on 3/29/2017 and requested the property owner be ordered to demolish or otherwise make safe the structure; and

WHEREAS, on 12/05/2019, the Lansing Demolition Board held a special meeting to consider and make a recommendation on whether to declare the structure a dangerous building, as defined in the Housing Law of Michigan (MCLA 125.539) and the Lansing Housing and Property Maintenance Code (1460.01, et seq.), and ordered the property owner to make safe or demolish the structure by 03/27/2020; and

WHEREAS, the Code Compliance Office has determined that compliance with the order of the Lansing Demolition Hearing Board officer has not occurred; and

WHEREAS, the Housing Law of Michigan and the Lansing Codified Ordinances require that a hearing be conducted to give the property owner an opportunity to show cause why a dangerous structure should not be demolished or otherwise made safe;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council hereby schedules a show cause hearing for Monday, October 26, 2020 at 7:00 p.m. via ZOOM audio/video, Michigan in consideration of the finding and order of the Lansing Demolition Hearing Board Officer regarding the structure at 2108 E. Cavanaugh, as legally described above, to give the owner, or the owner's agent, the opportunity to appear and show cause why the building should not be demolished or otherwise made safe; and to approve, disapprove, or modify the order of the hearing officer to demolish or make safe the subject structure.

BE IT FURTHER RESOLVED, due to COVID -19, the public hearing may be held electronically in accordance with the Open Meetings Act in an effort to protect the health and safety of the public. Members of the public wishing to participate in the meeting may do so by logging into or calling into the meetings using the website or phone number and Meeting ID provided on the November 9, 2020 meeting agenda..

BE IT FINALLY RESOLVED that the Lansing City Council requests that the Manager of Code Compliance notify the owner of said property of the opportunity to appear and present testimony at the hearing, as required by law.

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BY THE COMMITTEE ON PUBLIC SAFETY
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Ingham County Board of Commissioners made the appointment Ayanna Neal as the Criminal Defense Attorney Representative to the Ingham County/City of Lansing Community Corrections Advisory Board for a term to expire of September 17, 2021;

WHEREAS, the Committee on Public Safety met on September 24, 2020 and took affirmative action.

BE IT RESOLVED, that the Lansing City Council hereby affirms the appointment of Ayanna Neal as the Criminal Defense Attorney Representative to the Ingham County/City of Lansing Community Corrections Advisory Board for a term to expire of Sept 17, 2021.

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RESOLUTION

City of Lansing RESOLUTION #______
(A resolution supporting the Fire Cadet/Explorer Program)

WHEREAS, the City of Lansing, recognizes the importance of a properly staffed professional fire department, for the well being of residents and visitors to our community, and

WHEREAS, it is further recognized, that a Cadet/Explorer Program will help to assure the availability of competent well-trained individuals to consider for future fire department vacancies, now

THEREFORE, be it resolved, that the City of Lansing, hereby authorizes the fire chief to establish and maintain a Cadet/Explorer Program within the fire department, comprised of individuals from 16 through 17 years of age.

I (name), Clerk, certify that this is a true copy of the Resolution passed by the (Municipality name) on (date).

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DRAFT

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

WHEREAS the City of Lansing has been served in the matter of *Election Integrity Fund, et al. v. City of Lansing and City of Flint*, pending in the United States District Court, Western District of Michigan; and

WHEREAS the law firm of Clark Hill, PLC, which is on the City's approved Council List, has agreed to the representation of the City of Flint, and has offered Joint Representation for and with the City of Lansing, but with the understanding that the legal fees of Clark Hill for any services rendered to the City of Lansing will not be paid by the City of Lansing; and

WHEREAS the City Attorney has reviewed the complaint and agrees that the interests of the City of Lansing are aligned with the City of Flint in this lawsuit.

NOW THEREFORE BE IT RESOLVED that the City Council approves and accepts the offer of Joint Representation by Clark Hill, with the understanding that any services rendered by Clark Hill to the City of Lansing will not be paid by the City of Lansing.

DRAFT

RESOLUTION #_____

BY THE COMMITTEE OF THE WHOLE

RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the City of Lansing is the owner of a structure and real property located at 325 Riverfront Drive (formerly “City Market Drive”), Lansing, MI 48912, collectively known as the New Lansing City Market (the “Market”); and

WHEREAS, the City has negotiated a long term lease for possession and operation of the Market, for greater than 5 years, with Lansing Shuffleboard and Social Club, LLC, (the “Lessee”) wherein Lessee will use the Market as a food hall and events space while continuing to provide City Parks and Recreation related activities for the benefit of the public, including, but not limited to, vending refreshments, providing public entertainment, community events, and space for public gatherings; and

WHEREAS, a certain Lease Agreement signed by the Lessee was placed on file with the Lansing City Clerk pursuant to Section 208.08 of the Codified Ordinances, on September 12, 2020, and has been on file for a period greater than thirty days; and

WHEREAS, pursuant to Section 208.08 of the Codified Ordinances a public hearing to consider whether to approve or reject the Lease Agreement shall be held, and notice of the public hearing shall be published in accordance with the Code Section.

NOW THEREFORE, BE IT RESOLVED, that a public hearing be held in the City Council Chambers on November 9, 2020, at 7:00 P.M., on the proposed lease of the New Lansing City Market to Lansing Shuffleboard and Social Club, LLC, pursuant to the Lease Agreement filed with the City Clerk; and

BE IT FURTHER RESOLVED, due to COVID -19, the public hearing may be held electronically in accordance with the Open Meetings Act in an effort to protect the health and safety of the public. Members of the public wishing to participate in the meeting may do so by logging into or calling into the meetings using the website or phone number and Meeting ID provided on the November 9, 2020 meeting agenda.

BE IT FINALLY RESOLVED, that the City Clerk publish and provide notice of the public hearing pursuant to Section 208.08 of the Codified Ordinances

BY THE COMMITTEE OF THE WHOLE
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING
RESOLUTION TO SET A PUBLIC HEARING
(Lansing Shuffleboard and Social Club LLC Project)

WHEREAS, under Resolution 2020-184 City Council set a public hearing for October 12, 2020 for the Lansing Shuffleboard and Social Club LLC Project Plan and Project Area, as designated by the LEDC, under Public Act 338 of 1974; and

WHEREAS, given the Michigan Supreme Court's ruling on October 9, 2020 about the validity of the Governor's executive orders and the then-pending Senate Bill 1108 to amend the Open Meetings Act (OMA), the Council meeting on October 12, 2020 was canceled and therefore the public hearing was not held; and

WHEREAS, Lansing Shuffleboard and Social Club LLC has made application with the Lansing Economic Development Corporation (LEDC) for a business financing assistance loan to obtain operational licenses necessary to open a proposed food hall concept and event space on the property commonly known as 325 Riverfront Drive, formerly City Market Drive, Lansing (the Project); and

WHEREAS, with a continued effort to foster business development, expansion and renovation of properties within the City of Lansing, the LEDC has initiated a Business Financing Assistance Program and finds the Project to be within the targeted area for revitalization; and

WHEREAS, the Business Financing Assistance Program may utilize a portion of the LEDC's capital to make funds available for financing the Project; and

WHEREAS, the LEDC Board of Directors, in conformity with Public Act 338 of 1974, as amended (the "Act"), has approved the Project Plan, including a Project Area and Project District Area for the Project; and

WHEREAS, Section 8 of the Act requires that before the LEDC acquires an interest in property or incurs obligations for a specific project, the corporation shall prepare a project plan, conduct a public hearing on the matter and secure the approval of the City Council; and

WHEREAS, at such hearing, the City Council shall provide an opportunity for interested persons to be heard and shall receive and consider communications in writing with reference to the hearing; and

WHEREAS, Section 4 of the Act requires the appointment of 2 additional Directors of the LEDC who shall serve only in respect to this project and shall be representative of neighborhood residents and business interests likely to be affected by the project proposed by the corporation and who shall cease to serve when the project is either abandoned or, if undertaken, is completed in accordance with the project plan;

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NOW, THEREFORE, BE IT RESOLVED that City Council will reset the public hearing to be held in the City Council Chambers of the City of Lansing, 10th Floor, Lansing City Hall, Lansing, Michigan, on November 9, 2020 at 7:00 p.m. for the Lansing Shuffleboard and Social Club LLC Project Plan and Project Area, as designated by the LEDC, under Public Act 338 of 1974 more particularly described as:

> 325 RIVERFRONT DRIVE, FORMERLY CITY MARKET DRIVE, LANSING, MI 48933
> Parcel Number: 33-01-01-16-253-002
>
> COM 360 FT W OF NE COR LOT 1, TH S 00DEG 05MIN 21SCD W 323 FT, S 32DEG 43MIN 09SCD E 212.85 FT, SE'LY ON 451.57 FT RAD CURVE TO RT CHORD BEARING S 25DEG 08MIN 02SCD W 480.55 FT, S 07DEG 00MIN 46SCD E 12.59 FT, N 24DEG 26MIN 12SCD W 37.25 FT, N 89DEG 58MIN 20SCD W 140.91 FT TO GRAND RIVER, N'LY ALONG RIVER TO S R/W LINE OF SHIAWASSEE ST, S 89DEG 58MIN 20SCD E 167.38 FT TO BEG; BLOCK 245 ORIG PLAT

BE IT FURTHER RESOLVED that the territory surrounding said designated Project Area will not be significantly affected by the Project and, therefore, a Project District Area is hereby recognized as having the same description as the Project Area.

BE IT FURTHER RESOLVED, due to COVID -19, the public hearing may be held electronically in accordance with the Open Meetings Act in an effort to protect the health and safety of the public. Members of the public wishing to participate in the meeting may do so by logging into or calling into the meetings using the website or phone number and Meeting ID provided on the November 9, 2020 meeting agenda.

BE IT FURTHER RESOLVED that the City Clerk shall provide notice of the time and place of the hearing given by publication once in a newspaper of general circulation designated by the municipality, not less than 10 days before the date set for the hearing.

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

PUBLIC IMPROVEMENT III

WHEREAS, under Resolution 2020-178 City Council set a public hearing for October 12, 2020 for the review, prior to confirmation, of said assessment roll MD-2020 Montgomery Drain Improvements; and

WHEREAS, given the Michigan Supreme Court's ruling on October 9, 2020 about the validity of the Governor's executive orders and the then-pending Senate Bill 1108 to amend the Open Meetings Act (OMA), the Council meeting on October 12, 2020 was canceled and therefore the public hearing was not held; and

WHEREAS, pursuant to the Public Improvement I/II, Resolution 2020-153, adopted by this Council on August 24, 2020, the City Assessor has completed and delivered to Council the assessment roll for necessary storm drainage improvements within the Montgomery Drain Drainage District, and furnished the following information:

PROJECT TITLE: Montgomery Drain Improvements

ASSESSMENT ROLL NAME: MD-2020

PROPERTY BENEFITTED: All lands in the city of Lansing, within the Montgomery Drain Drainage District, as defined by the Montgomery Drain Drainage Board and the Ingham County Drain Commissioner.

ESTIMATED COST OF IMPROVEMENTS: $23,700,614.10

Item	City Share	Assessable to Property Owners
Storm Sewer Costs	$11,850,307.05	$11,850,307.05
Total	$11,850,307.05	$11,850,307.05

NOW, THEREFORE, BE IT RESOLVED the Lansing City Council will hold a public hearing on Monday, November 9, 2020, at 7:00 PM, via Zoom, to review, prior to confirmation, said assessment roll; and

BE IT FURTHER RESOLVED that the City Clerk and the Public Service Director are hereby requested to give due notice of this public hearing as provided by Chapter 1020, Section 1026.06(c)(1), of the Code of Ordinances by publishing notice of a public hearing in a daily newspaper of the City, not more than twenty days and not less than ten days before such public hearing, and Section 1026.06(c)(2), of the Code of Ordinances by mailing notices to all property owners within the special assessment district. Said notices shall include the time and place of the hearing; a description of the section or area of the City determined by Council to be within the assessment district as contained in the special assessment roll; the estimated interest rate of 3.20% and duration of 30 installment

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payments if a property owner elects to pay in installments; where the special assessment roll is on file and may be examined; that any person aggrieved by the assessments as contained in the special assessment roll, or the necessity of the improvement, may file a written objection thereto which must be delivered to the City Clerk prior to the close of the hearing, or the person may appear and protest the same at the public hearing in person or by his or her representative; that the appearance and protest or written protest in the manner described is required if the person desires to appeal the amount of the assessment to the Michigan Tax Tribunal; and that any appeal to the Michigan Tax Tribunal must be taken within thirty days of the confirmation of the special assessment roll, provided a protest was timely made.

BE IT FURTHER RESOLVED, that pursuant to the requirement of 1962 PA 162, as amended, MCL 211.741, et seq.; MSA 5.3534(1), et seq., appearance and protest at the hearing in the special assessment proceedings is required in order to appeal the amount of the special assessment to the State Tax Tribunal. An owner or party in interest, or his or her agent may appear in person at the hearing to protest the special assessment, or shall be permitted to file his or her appearance or protest by letter and his or her personal appearance shall not be required.

BE IT FURTHER RESOLVED, due to COVID -19, the public hearing may be held electronically in accordance with the Open Meetings Act in an effort to protect the health and safety of the public. Members of the public wishing to participate in the meeting may do so by logging into or calling into the meetings using the website or phone number and Meeting ID provided on the November 9, 2020 meeting agenda.

RESOLUTION #___________
BY THE COMMITTEE OF THE WHOLE
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Open Meetings Act (“OMA”) has been amended to allow for public bodies to hold meetings virtually; and

WHEREAS, pursuant to the amended OMA, a member of a public body may attend a public meeting virtually if he/she is not able to attend in person due to military duty, a medical condition, or a local or state declared state of emergency; and

WHEREAS, procedures are required under OMA to be established in order to accommodate a member who must attend a public meeting virtually; and

WHEREAS, these procedures shall apply to all City of Lansing boards and commissions that are considered “public bodies” pursuant to OMA; and

NOW, THEREFORE, BE IT RESOLVED that the following are the established procedures related to the hosting of virtual meetings and accommodating for the virtual presence of any member, in accordance with the Open Meetings Act, as amended:

- Virtual meetings may be held due to any of the qualifying reasons articulated in the OMA.
    - In person meetings are preferred, however, military duty, a medical condition, or a state of emergency may require a member of the public body to attend a meeting virtually
- Virtual meetings shall take place via a video-conferencing system which enables two-way communication between the public body, and members of the public
- For members of the public body who are attending a public meeting virtually, he/she must announce at the outset of the meeting their virtual presence, and their physical location by stating the City and State from which he/she is attending
    - This does not apply for public body members who are attending the meeting virtually due to military duty
    - The stated location for the member(s) attending virtually must be included in the meeting minutes
    - If the entire public body is participating in the meeting virtually, the reason for the virtual meeting must be provided at the outset of the meeting, and be included in the meeting minutes.
- Notice of a public meeting held virtually shall be provided on the City of Lansing’s weekly meeting schedule, and the meeting’s agenda, which is posted online in accordance with the OMA provisions
    - Notice shall include information describing how to access the meeting, the reason for the meeting to be held virtually, instructions on how to participate, and information regarding how persons with disabilities may participate in the meeting

    - If a member will be attending the public meeting virtually, then the meeting notice shall indicate such, and provide contact information of that member so that the public may ask questions or provide input prior to the scheduled meeting
- Pursuant to OMA, these procedures shall expire on December 31, 2021, unless otherwise extended by the State Legislature.

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RESOLUTION #2020-

BY THE COMMITTEE OF WAYS AND MEANS

RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

That the following grant acceptance is approved:

WHEREAS Proposal 18-3 amended the Michigan constitution to authorize no-excuse absentee voting by mail.

WHEREAS the COVID-19 Emergency has made voting by mail a significant priority for upcoming elections managed by the City Clerk's office.

WHEREAS the Center for Tech and Civic Life ("CTCL") awarded a grant on August 27, 2020 to the City of Lansing to be used exclusively for the public purpose of planning and operationalizing safe and secure election administration in the City of Lansing.

WHEREAS the Lansing City Council approved Resolution #2020-175 accepting initial grant funding allocations in the amount of $443,742.

WHEREAS the COVID-19 outbreak at nearby Michigan State University and other parts of Ingham County has led the City of Lansing to reassess it risks and solutions to keep our election workers and public safer .

WHEREAS the United States Center for Disease Control's (CDC) guidelines state that being outdoors and in spaces with good ventilation reduces the risk of exposure to COVID-19.

WHEREAS the City of Lansing's utilization of drive-thru voting and a fresh air exchange in its old building will reduce the risk of exposure to COVID-19 for election workers and voters.

WHEREAS the CTCL awarded a grant on September 14, 2020 to the City of Lansing to be used exclusively for the public purpose of planning and operationalizing safe and secure election administration in the City of Lansing.

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves the acceptance of the additional CTCL funds awarded in the amount of $44,648; and

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

DRAFT

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

WHEREAS, Lansing Police Department has submitted application to the Michigan Office of Highway Safety Planning (OHSP) for extra overtime funding to be utilized for an impaired driving and seatbelt enforcement program; and

WHEREAS, the grant-funded overtime must focus on traffic stops for hazardous moving violations during times and on roadways experiencing fatal and serious injury traffic crash problems. The expectation is zero tolerance for seat belt, child restraint, DUI violations, and any other hazardous moving violations during the grant-funded high-visibility enforcement efforts; and

WHEREAS, Michigan traffic crash data from 2014-2018 shows the number of people seriously injured or killed where the traffic crash was coded as alcohol-involved and/or drug-involved was 7,744; and

WHEREAS, Michigan traffic crash data from 2014-2018 shows the number of people seriously injured or killed in passenger vehicles where the occupant was coded as no belts used, or child restraint not used/used improperly was 3,787; and

WHEREAS, during the span from October 30, 2020 to September 6, 2021, the grant has five required statewide and two optional enforcement periods; and

WHEREAS, the Lansing Police Department was informed on September 24, 2020, that it has been selected to receive funding in the amount of $55,803; and

WHEREAS, there is no local match requirement for the grant; and

WHEREAS, East Lansing is a sub-recipient which will receive $16,332 of the $55,803 grant amount; and

WHEREAS, Michigan State University is another sub-recipient which will receive $16,024 of the $55,803 grant amount; and

WHEREAS, The Lansing Police Department’s net portion of the grant is $23,447.

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the Office of High Safety Planning grant in the amount of $55,803 for the program period (October 30, 2020 through September 6, 2021); 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 funds.

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INTRODUCTION OF ORDINANCES

The following ordinance of the City of Lansing, Michigan, providing that the Code of Ordinances be amended by providing for the rezoning of property located in the City of Lansing, Michigan, and for the revision of the district maps adopted by Section 1246.02 of the Code for property located at:

Z-2-2020: 5528 S. M.L. King Jr. Blvd. Rezoning from “D-1” Professional Office district to “F” Commercial district

was introduced by the Committee on Development & Planning, read a first time by its title and referred to the Committee on Development and Planning.

DRAFT

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

Resolved by the City Council of the City of Lansing that a public hearing be set for Monday, November 30, 2020, at 7 p.m. in City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan, for the purpose of approving and/or opposing the Ordinance for rezoning:

Z-2-2020: 5528 S. M.L. King Jr. Blvd. Rezoning from “D-1” Professional Office district to “F” Commercial district

BE IT FURTHER RESOLVED, due to COVID -19, the public hearing may be held electronically in accordance with the Open Meetings Act in an effort to protect the health and safety of the public. Members of the public wishing to participate in the meeting may do so by logging into or calling into the meetings using the website or phone number and Meeting ID provided on the November 30, 2020 meeting agenda.

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ORDINANCE # _______

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, PROVIDING FOR THE REZONING OF A PARCEL OF REAL PROPERTY LOCATED IN THE CITY OF LANSING, MICHIGAN AND FOR THE REVISION OF THE DISTRICT MAPS ADOPTED BY SECTION 1246.02 OF THE CODE OF ORDINANCES.

The City of Lansing ordains:

Section 1. That the district maps adopted by and incorporated as Section 1246.02 of the Code of Ordinances of the City of Lansing, Michigan be amended to provide as follows:

To change the zoning classification of the property described as follows:

Case Number:	Z-2-2020
Parcel Number's:	33-01-05-05-126-101
Address:	5528 S. M.L. King Jr. Blvd.
Legal Descriptions:	Commencing at the Southerly corner of Lot 6 on the Westerly line of M-99, thence Northwesterly along the Southerly lot line 650 feet, Northeast to a point on the Northeasterly lot line 550 feet Northwesterly from the Easterly corner, Southerly 550 feet to the Easterly corner, Southwesterly to the point of beginning; Creyts Subdivision, from "D-1" Professional Office district to "F" Commercial district.

Section 2. All ordinances or parts of ordinances inconsistent with the provisions hereof are hereby repealed.

Section 3. This ordinance was duly adopted by the Lansing City Council on _________, 2020, and a copy is available in the office of the Lansing City Clerk, 9th Floor, City Hall, 124 W. Michigan Avenue, Lansing, MI 48933.

Section 4. This ordinance shall take effect on the 30th day after enactment.

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INTRODUCTION OF ORDINANCES

The following ordinance of the City of Lansing, Michigan, providing that the Code of Ordinances be amended by providing for the rezoning of property located in the City of Lansing, Michigan, and for the revision of the district maps adopted by Section 1246.02 of the Code for property located at:

Z-3-2020: 1030 S. Holmes Street, Rezoning from "B" Residential & "D-1" Professional Office districts to "DM-4" Residential district

was introduced by the Committee on Development & Planning, read a first time by its title and referred to the Committee on Development and Planning.

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

Resolved by the City Council of the City of Lansing that a public hearing be set for Monday, November 30, 2020, at 7 p.m. in City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan, for the purpose of approving and/or opposing the Ordinance for rezoning:

Z-3-2020: 1030 S. Holmes Street, Rezoning from “B” Residential & “D-1” Professional Office districts to “DM-4” Residential district

BE IT FURTHER RESOLVED, due to COVID -19, the public hearing may be held electronically in accordance with the Open Meetings Act in an effort to protect the health and safety of the public. Members of the public wishing to participate in the meeting may do so by logging into or calling into the meetings using the website or phone number and Meeting ID provided on the November 30, 2020 meeting agenda..

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ORDINANCE # _______

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, PROVIDING FOR THE REZONING OF A PARCEL OF REAL PROPERTY LOCATED IN THE CITY OF LANSING, MICHIGAN AND FOR THE REVISION OF THE DISTRICT MAPS ADOPTED BY SECTION 1246.02 OF THE CODE OF ORDINANCES.

The City of Lansing ordains:

Section 1. That the district maps adopted by and incorporated as Section 1246.02 of the Code of Ordinances of the City of Lansing, Michigan be amended to provide as follows:

To change the zoning classification of the property described as follows:

Case Number:	Z-3-2020
Parcel Number's:	33-01-01-22-133-102
Address:	1030 S. Holmes Street
Legal Descriptions:	Lots 1 through 13 inclusive & Lots 21 through 34 inclusive, Block 11, Manufacturers Addition No. 2, from "D-1" Professional Office and "B" Residential districts to "DM-4" Residential district.

Section 2. All ordinances or parts of ordinances inconsistent with the provisions hereof are hereby repealed.

Section 3. This ordinance was duly adopted by the Lansing City Council on _________, 2020, and a copy is available in the office of the Lansing City Clerk, 9th Floor, City Hall, 124 W. Michigan Avenue, Lansing, MI 48933.

Section 4. This ordinance shall take effect on the 30th day after enactment.

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INTRODUCTION OF ORDINANCE

Council President Peter Spadafore introduced:

An ordinance of the City of Lansing, Michigan, to amend Section 602.11 of the Lansing Code for the purpose of preventing disease, prolonging life and promoting public health by providing for enforcement of local health orders or regulations issued pursuant to the Michigan public health code, being 1978 PA 368, as amended, MCL 333.1101, et seq.; to provide for penalties for willful violation of such orders or regulations with personal knowledge as a misdemeanor, or upon being informed of such order or regulation by a law enforcement officer, as a civil infraction.

The Ordinance is referred to the Committee on ______________________

RESOLUTION SETTING PUBLIC HEARING
BY CITY COUNCIL

Resolved by the City Council of the City of Lansing that a public hearing be set for ___________________________ at 7 p.m. in Tony Benavides Lansing City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan, or by electronic interactive means, for the purpose of to prevent disease, prolong life and promote public health by providing for enforcement of local health orders or regulations issued pursuant to the Michigan public health code, being 1978 PA 368, as amended, MCL 333.1101, et seq.; to provide for penalties for willful violation of such orders or regulations with personal knowledge as a misdemeanor, or upon being informed of such order or regulation by a law enforcement officer, as a civil infraction.

BE IT FURTHER RESOLVED, due to COVID -19, the public hearing may be held electronically in accordance with the Open Meetings Act in an effort to protect the health and safety of the public. Members of the public wishing to participate in the meeting may do so by logging into or calling into the meetings using the website or phone number and Meeting ID provided on the _____________, 2020 meeting agenda.

Interested Persons are invited to attend this Public Hearing

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NON-EMERGENCY ORDINANCE
DATE: 10/19/2020

ORDINANCE NO. ____________

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO AMEND THE LANSING CODIFIED ORDINANCES (CODE) BY AMENDING CHAPTER 602 SECTION 602.11, TO PREVENT DISEASE, PROLONG LIFE AND PROMOTE PUBLIC HEALTH BY PROVIDING FOR ENFORCEMENT OF LOCAL HEALTH ORDERS OR REGULATIONS ISSUED PURSUANT TO THE MICHIGAN PUBLIC HEALTH CODE, BEING 1978 PA 368, AS AMENDED, MCL 333.1101, ET SEQ.; TO PROVIDE FOR PENALTIES FOR WILLFUL VIOLATION OF SUCH ORDERS OR REGULATIONS WITH PERSONAL KNOWLEDGE AS A MISDEMEANOR, OR UPON BEING INFORMED OF SUCH ORDER OR REGULATION BY A LAW ENFORCEMENT OFFICER, AS A CIVIL INFRACTION.

THE CITY OF LANSING ORDAINS:

Section 1. That Chapter 602, Section 602.11, of the Code be and is hereby amended in its entirety to read as follows:

(A) NO PERSON SHALL WILLFULLY AND KNOWINGLY FAIL TO OBEY ANY EMERGENCY ORDER OR REGULATION ISSUED BY THE LOCAL HEALTH OFFICER OF INGHAM OR EATON COUNTY PURSUANT TO THE MICHIGAN PUBLIC HEALTH CODE, BEING 1978 PA 368; MCL 333.1101, ET SEQ. TO PROTECT PUBLIC HEALTH AND CONTROL THE SPREAD OF THE COVID-19 PANDEMIC, INCLUDING, BUT NOT LIMITED TO, REGULATED ACTIONS DESCRIBED IN ORDERS NAMED INGHAM 2020-21, INGHAM 2020-22, INGHAM 2020-23 AND INGHAM 2020-24.

(B) VIOLATION OF SUBSECTION (A) IS A MISDEMEANOR PUNISHABLE AS PROVIDED IN CODE SECTION 202.99.

(C) NO PERSON WITH KNOWLEDGE OF AN ORDER OR REGULATION ISSUED BY A LOCAL PUBLIC HEALTH OFFICER DESCRIBED IN SUBSECTION (A), OR AFTER BEING INFORMED OF THE ORDER OR REGULATION BY A LAW ENFORCEMENT OFFICER OF THE ACT PROSCRIBED BY AN ORDER OR REGULATION DESCRIBED IN SUBSECTION (A), SHALL FAIL TO IMMEDIATELY OR REPEATEDLY COMPLY WITH A DIRECTIVE OF A LAW ENFORCEMENT OFFICER TO OBEY THE ORDER OR REGULATION.

(D) VIOLATION OF SUBSECTION (C) IS A MUNICIPAL CIVIL INFRACTION PUNISHABLE AS PROVIDED IN CODE SECTION 202.99(C).

Section 2. All ordinances, resolutions or rules, parts of ordinances, resolutions or rules inconsistent with the provisions are repealed.

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 thereof other than the part so declared to be invalid.

Section 4. This ordinance shall take effect on the 30th day after enactment, unless given immediate effect by City Council and shall expire December 31, 2029.

Approved as to form:

____
City Attorney

Dated: ________________________

INTRODUCTION OF ORDINANCE

The Committee of the Whole introduced:

An Emergency Ordinance of the City Of Lansing, Michigan, to amend the Lansing Codified Ordinances (Code) by amending Chapter 602 Section 602.11, to prevent disease, prolong life and promote public health by providing for enforcement of local health orders or regulations issued pursuant to the Michigan Public Health Code, being 1978 PA 368, As Amended, MCL 333.1101, et seq.; to provide for penalties for willful violation of such orders or regulations with personal knowledge as a misdemeanor, or upon being informed of such order or regulation by a law enforcement officer, as a civil infraction.

The Ordinance is read a first time by its title and given that it is an Emergency Ordinance. We will proceed to second reading and vote for final passage.

(READ INTRO AGAIN)

Is read a second time by its title. The Ordinance was reported from the Committee of the Whole and is on the order of immediate passage.

COUNCIL MEMBER	YEAS	NAYS
DUNBAR	☐	☐
BETZ	☐	☐
GARZA	☐	☐
HUSSAIN	☐	☐
JACKSON	☐	☐
SPADAFORE	☐	☐
SPITZLEY	☐	☐
WOOD	☐	☐
	______	______
☐ ADOPTED	☐ FAILED	

DRAFT

EMERGENCY ORDINANCE
DATE: 10/8/2020

ORDINANCE NO. ____________

AN EMERGENCY ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO AMEND THE LANSING CODIFIED ORDINANCES (CODE) BY AMENDING CHAPTER 602 SECTION 602.11, TO PREVENT DISEASE, PROLONG LIFE AND PROMOTE PUBLIC HEALTH BY PROVIDING FOR ENFORCEMENT OF LOCAL HEALTH ORDERS OR REGULATIONS ISSUED PURSUANT TO THE MICHIGAN PUBLIC HEALTH CODE, BEING 1978 PA 368, AS AMENDED, MCL 333.1101, ET SEQ.; TO PROVIDE FOR PENALTIES FOR WILLFUL VIOLATION OF SUCH ORDERS OR REGULATIONS WITH PERSONAL KNOWLEDGE AS A MISDEMEANOR, OR UPON BEING INFORMED OF SUCH ORDER OR REGULATION BY A LAW ENFORCEMENT OFFICER, AS A CIVIL INFRACTION.

THE CITY OF LANSING ORDAINS AND FINDS AN EMERGENCY EXISTS TO CONTROL THE SPREAD OF THE COVID-19 PANDEMIC:

Section 1. That Chapter 602, Section 602.11, of the Code be and is hereby amended in its entirety to read as follows:

(A) NO PERSON SHALL WILLFULLY AND KNOWINGLY FAIL TO OBEY AN ORDER OR REGULATION ISSUED BY THE LOCAL HEALTH OFFICER OF INGHAM OR EATON COUNTY PURSUANT TO THE MICHIGAN PUBLIC HEALTH CODE, BEING 1978 PA 368; MCL 333.1101, ET SEQ.

(B) VIOLATION OF SUBSECTION (A) IS A MISDEMEANOR PUNISHABLE AS PROVIDED IN CODE SECTION 202.99.

(C) NO PERSON WITH KNOWLEDGE OF AN ORDER OR REGULATION ISSUED BY A LOCAL PUBLIC HEALTH OFFICER DESCRIBED IN SUBSECTION (A), OR AFTER BEING INFORMED OF THE ORDER OR REGULATION BY A LAW ENFORCEMENT OFFICER OF THE ACT PROSCRIBED BY AN ORDER OR REGULATION DESCRIBED IN SUBSECTION (A), SHALL FAIL TO IMMEDIATELY OR REPEATEDLY COMPLY WITH A DIRECTIVE OF A LAW ENFORCEMENT OFFICER TO OBEY THE ORDER OR REGULATION.

(D) VIOLATION OF SUBSECTION (C) IS A MUNICIPAL CIVIL INFRACTION PUNISHABLE AS FOLLOWS.

1. THE FIRST VIOLATION IS SUBJECT TO PAYMENT OF FIVE HUNDRED DOLLARS ($500.00), PLUS COSTS AND OTHER SANCTIONS FOR AN INFRACTION.
2. A REPEAT VIOLATION, MEANING A SECOND OR SUBSEQUENT VIOLATION, IS SUBJECT TO PAYMENT OF FIVE HUNDRED DOLLARS ($500.00), PLUS COSTS AND OTHER SANCTIONS FOR EACH VIOLATION.

Section 2. All ordinances, resolutions or rules, parts of ordinances, resolutions or rules inconsistent with the provisions are repealed.

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 thereof other than the part so declared to be invalid.

Section 4. This emergency ordinance is enacted pursuant to Section 3-308 of the City Charter to compel compliance with public health regulations and orders issued under the Michigan Public Health Code to control the spread of the COVID-19 pandemic and shall take effect immediately upon publication and shall expire at the end of 60 days.

Approved as to form:

____
City Attorney

Dated: ______________________________

Chris Swope

Lansing City Clerk

October 9, 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**
Michigan Avenue Corridor Improvement Authority	June 12, 2020
Elections Commission	July 7, 2020
	July 28, 2020

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

Sincerely,

Chris Swope, MMC/MiPMC

Lansing City Clerk

124 West Michigan Avenue – 9th Floor – Lansing, Michigan 48933
Phone: (517) 483-4131 – Fax: (517) 377-0068
www.lansingmi.gov/clerk - city.clerk@lansingmi.gov

RESOLUTION #2020-

BY THE COMMITTEE OF WAYS AND MEANS

RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

That the following grant acceptance is approved:

WHEREAS Proposal 18-3 amended the Michigan constitution to authorize no-excuse absentee voting by mail.

WHEREAS the COVID-19 Emergency has made voting by mail a significant priority for upcoming elections managed by the City Clerk's office.

WHEREAS the Center for Tech and Civic Life ("CTCL") awarded a grant on August 27, 2020 to the City of Lansing to be used exclusively for the public purpose of planning and operationalizing safe and secure election administration in the City of Lansing.

WHEREAS the Lansing City Council approved Resolution #2020-175 accepting initial grant funding allocations in the amount of $443,742.

WHEREAS the COVID-19 outbreak at nearby Michigan State University and other parts of Ingham County has led the City of Lansing to reassess it risks and solutions to keep our election workers and public safer .

WHEREAS the United States Center for Disease Control's (CDC) guidelines state that being outdoors and in spaces with good ventilation reduces the risk of exposure to COVID-19.

WHEREAS the City of Lansing's utilization of drive-thru voting and a fresh air exchange in its old building will reduce the risk of exposure to COVID-19 for election workers and voters.

WHEREAS the CTCL awarded a grant on September 14, 2020 to the City of Lansing to be used exclusively for the public purpose of planning and operationalizing safe and secure election administration in the City of Lansing.

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves the acceptance of the additional CTCL funds awarded in the amount of $44,648; and

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

LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: 10/12/2020

GRANT NAME: CTCL Elections Grant Amendment

DEPARTMENT: City Clerk

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Brian Jackson brian.jackson@lansingmi.gov 483-4135

APPLICATION DATE 9/30/2020 AWARD DATE: TBD

GRANT CYCLE: ___________ Check One: ___Annual One-Time XXXX

FUND AMOUNT: $44,648 (Breakdown below should total this amount)

Outdoor Temp Employees Runners (2 person)	$	5,400
Drive Thru Tent Rental	$	1,296
Outdoor Tent for AVCB on Election Day (PPE)	$	952
Directional Signage for Drive Thru	$	2,000
Temporary Air Exchange Unit at SWOC (PPE)	$	25,000
Communications	$	10,000
	$	**44,648**

CITY MATCH (IF APPLICABLE): $0

GRANT PAYS FOR: See attached Grant Agreement.

FUND ALLOCATIONS (Please describe the purpose of the grant and allowable uses):

See. Attached Grant for more details. Here are highlights on how the grant fund will impact the public directly:

With the COVID-19 outbreak at nearby Michigan State University, the City of Lansing had to reassess it risks and found additional solutions to keep our election workers and public safer with fresh air exchange for our old building and drive-thru voting.

CTCL Grant Amendment	Amount covered by Grant
Outdoor Temp Employees Runners (2 person)	$ 5,400
Drive Thru Tent Rental	$ 1,296
Outdoor Tent for AVCB on Election Day (PPE)	$ 952
Directional Signage for Drive Thru	$ 2,000
Temporary Air Exchange Unit at SWOC (PPE)	$ 25,000
Communications	$ 10,000
	$ 44,648

Chris Swope
Lansing City Clerk

October 23, 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 of the Lansing City Charter, on September 30, 2014 my office received and placed on file:

Board of Water & Light's Financial Statements for fiscal year end June 30, 2020

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

Chris Swope, CMC
Lansing City Clerk

Chris Swope

Lansing City Clerk

BE COUNTED LANSING

CENSUS 2020

October 23, 2020

Lansing City Council Members

10th Floor City Hall

Lansing, MI 48933

Dear Councilmembers:

This is to notify you that my office received on October 22, 2020 Mayor Schor's Executive Order 2020-005 which creates the Mayor's Advisory Commission on Sustainability. The Order is attached.

Sincerely,

Chris Swope

Chris Swope, MMC/MiPMC

Lansing City Clerk

124 West Michigan Avenue – 9th Floor – Lansing, Michigan 48933
Phone: (517) 483-4131 – Fax: (517) 377-0068
www.lansingmi.gov/clerk - city.clerk@lansingmi.gov

Andy Schor
Mayor

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

OFFICE OF THE MAYOR

CITY OF LANSING, MICHIGAN

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

RE: CREATION OF MAYOR'S ADVISORY COMMISSION ON SUSTAINABILITY

CITY OF LANSING
MAYOR'S EXECUTIVE ORDER NO. 2020-05
CREATION OF MAYOR'S ADVISORY COMMISSION ON SUSTAINABILITY

CONDITIONS

WHEREAS, in 2018, Mayor Schor reaffirmed the City's pledge to adopt and uphold the 2016 Paris Climate Agreement goals in an open letter from the Mayor's National Climate Action Agenda; and

WHEREAS, Mayor Schor's Lansing Forward statement says that the City shall: Increase emphasis on sustainability and health efforts; Continue refining its recycling, anti-pollution and environmental stewardship efforts; and Prioritize fresh water and habitat preservation and address public health risks; and

WHEREAS, in April 2020, the City hired its first Sustainability Manager to coordinate the urgent, monumental effort needed from City employees and officials, as well as community stakeholders, to address the City's climate action and sustainability goals; and

AUTHORITY

WHEREAS, Design Lansing, the Comprehensive Master Plan, establishes sustainability and green infrastructure goals; and

WHEREAS, the Home Rule Cities Act and the City Charter provide that the Mayor is the Chief Executive Officer of the City and shall be responsible for the management of the City's real property; and

<u>**EXECUTIVE ORDER 2020-05**</u>

NOW, THEREFORE, I, Andy Schor, Mayor of the City of Lansing, Michigan pursuant to lawful authority, including the authority cited above, do hereby declare and establish the following:

1. **The creation of the Mayor's Advisory Commission on Sustainability.**
2. **This commission will act in an advisory capacity to the Mayor and City sustainability staff.**
3. **The commission will provide input on the Sustainability Action Plan for the Lansing community.**
4. **The commission will be comprised of those who have the experience, education and/or passion that will help drive the sustainability efforts.**
5. **The City of Lansing Sustainability Manager will be the primary staff assigned to this board.**
6. **This board will work with other City of Lansing Boards and Commissions that have interaction with city infrastructure (i.e. Park, Planning, Public Service, etc.) to ensure that all parties have aligned priorities.**

Issued and ordered this 21 day of October, 2020.

Andy Schor
Mayor

Chris Swope
Lansing City Clerk

October 23, 2020

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

Dear President and Council Members:

My office has received and placed on file:

Form Based Zoning Code Proposal

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

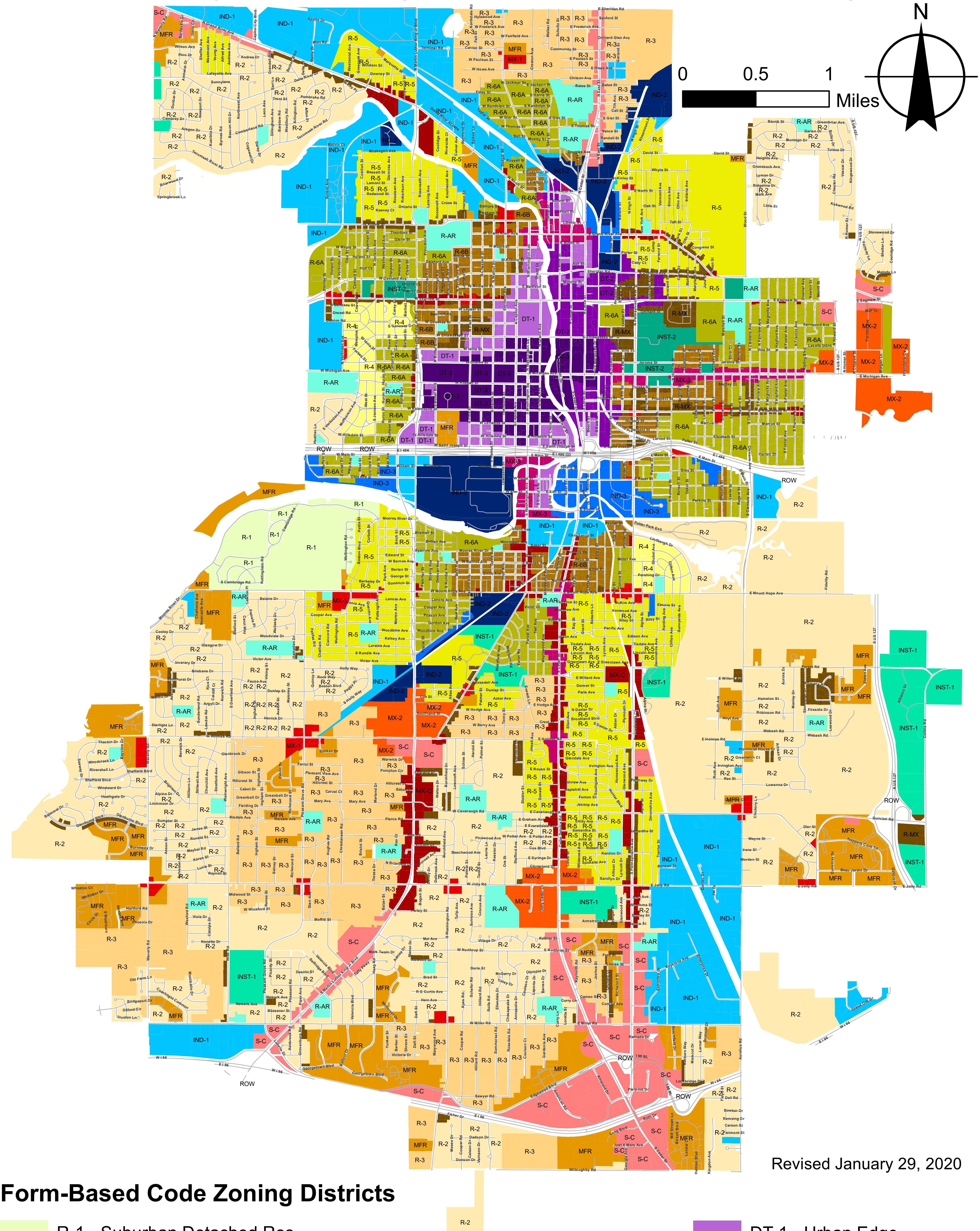
Sincerely,

Chris Swope

Chris Swope, CMC
Lansing City Clerk

Lansing City Clerk's Office
Ninth Floor, City Hall, 124 W. Michigan Ave., Lansing, MI 48933-1695
517-483-4131 • TDD 517-483-4479 • 517-377-0068 FAX
www.lansingmi.gov/clerk • clerk@lansingmi.gov

DRAFT City of Lansing Form-Based Code Zoning Map



Revised January 29, 2020

Form-Based Code Zoning Districts

- R-1 - Suburban Detached Res.
- R-2 - Suburban Detached Res.
- R-3 - Suburban Detached Res.
- R-4 - Urban Detached Res.
- R-5 - Urban Detached Res.
- R-6A - Urban Detached Res.
- R-6B - Urban Detached Res.
- R-MX - Residential Mix
- MFR - Multi-Family Residential
- R-AR - Residential Adaptive Reuse
- S-C - Suburban Corridor
- MX-C - Mixed-Use Corridor
- MX-1 - Mixed-Use Neighborhood Center
- MX-2 - Mixed-Use Community Center
- MX-3 - Mixed-Use District Center
- DT-1 - Urban Edge
- DT-2 - Urban Flex
- DT-3- Urban Core
- IND-1 - Suburban Industrial
- IND-2 - General Industrial
- IND-3 - Urban Industrial
- INST-1 - Suburban Institution
- INST-2 - Urban Institution

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

That the following grant acceptance is approved:

WHEREAS, the City of Lansing applied for the Michigan Department of Treasury's Public Safety and Public Health Payroll Reimbursement Program (PSPHPR) on July 16, 2020 which is authorized under the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Public Law 144, Sec 803.

WHEREAS, the program reimburses public safety and public health payroll expenditures for the months of April 2020 and May 2020 for employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

WHEREAS, the city has applied for the following payroll expenditure amounts which are subject to proration and approval by the Michigan Department of Treasury:

April Public Safety:	$4,564,805.96
May Public Safety:	$4,330,052.44
Total Public Safety:	**$8,894,858.40**
April Public Health:	$6,886,827.35
May Public Health:	$6,725,665.88
Total Public Health:	**$13,612,483.23**

WHEREAS, because the amount of grant requests exceeds the amount appropriated by the State Legislature, total eligible payments will be prorated.

WHEREAS, the Michigan Department of Treasury issued provisional payments to applicants equal to 50% of the amount requested, up to a cap of $5,000,000, on September 18, 2020.

WHEREAS, the Michigan Department of Treasury has not completed its review process as of September 18, 2020 and will issue an official award and final payment at a later date.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lansing approves the acceptance of the PSPHPR funds up to the requested amount of $8,894,858.40 for April and May public safety expenditures and $13,612,483.23 for April and May public health payroll expenditures, once awarded by the Michigan Department of Treasury; and,

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

Michigan Department of
TREASURY

Public Safety and Public Health Payroll Reimbursement Program Application Packet

2020 Public Act 123

Coronavirus Aid, Relief, and Economic Security (CARES) Act,
Public Law 116-136

Application Period:
Round One: July 7 – July 17, 2020

NOTE: As U.S. Department of the Treasury issues future guidance and clarifications, the specific guidelines listed in this document are subject to change. Changes will be addendums to this document.

Michigan Department of Treasury
Public Safety and Public Health Payroll Reimbursement Program (PSPHPR)
Table of Contents

Michigan Department of Treasury
Public Safety and Public Health Payroll Reimbursement Program (PSPHPR)
Application Instructions

The purpose of this document is to provide guidance to local units of government that would like to apply for Coronavirus Relief Funding under the Michigan Department of Treasury's Public Safety and Public Health Payroll Reimbursement Program.

To receive reimbursement, eligible units must review, complete, and sign this entire application packet. All pages will either be initialed or signed. Pages one through fifteen must be returned to the Michigan Department of Treasury via email or fax, as outlined in the document.

If you need to enter more employees than the Payroll Summary Reports (pages 12 and 13) will allow, the data for the remaining employees must be submitted on additional reports. An excel template can be found at https://www.michigan.gov/treasury/0,4679,7-121-1751_2197-532764--,00.html

Signatures are required on pages 9 and 15. After verifying the entire application packet and reviewing all the requirements and terms and conditions of the grant, the same person needs to initial and date each page and sign both pages 9 and 15. The contact person on Form 5722, the signatory on that form, the page initials, and the certification at the end of the packet must all be the same person.

Questions, contact the Michigan Department of Treasury at: Treas-CARES@michigan.gov or 517-335-0155.

 Initial AJS Date 7/16/2020

Michigan Department of Treasury
Public Safety and Public Health Payroll Reimbursement Program (PSPHPR)
Program Information

Program Description

The program was created by 2020 Public Act 123 to reimburse qualifying local units of government for eligible public safety and public health payroll expenditures under the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Public Law 116-136. Cities, villages, townships, and counties that received a direct allocation from the CARES Act are not eligible for this reimbursement program.

There is potential for two rounds of funding, depending on availability. The first round is for the payroll expenditures incurred during April and May 2020 and applications are due by July 17, 2020. The second round is for the payroll expenditures incurred during June and July 2020 and applications for payroll expenditures incurred during April and May 2020 that were received after July 17, 2020. The second round will only occur if funds are available after the first funding round closes.

Eligible Expenditures

Round One:	April and May 2020 public safety and public health payroll expenditures that have not or will not be reimbursed under the First Responder Hazard Pay Premiums Program (FRHPPP)or by any other federal funds.
Round Two:	Treasury will announce, if funds are available. April through July 2020 public safety and public health payroll expenditures that have not or will not be reimbursed under the First Responder Hazard Pay Premiums Program (FRHPPP) or by any other federal funds.

Eligible Applicants

- Cities (excluding Detroit)
- Villages
- Townships
- Counties (excluding Kent, Macomb, Oakland, Wayne)

Available Program Amount

- $200,000,000

Application Period

Round One:	July 7 – July 17, 2020
Round Two:	September 8 (not later than) Treasury will announce, if funds are available

Method of Submission

The entire application packet must be submitted, with all the required forms, signatures, and initials, to the Michigan Department of Treasury via Email (Treas-CARES@michigan.gov) or faxed (517-335-3298) by 11:59 p.m. EST on the last day of the application period.

Initial AJS Date 7/16/2020

Michigan Department of Treasury
Public Safety and Public Health Payroll Reimbursement Program (PSPHPR)
Program Information

Distributions

Round One:	September 18 (no later than)
Round Two:	November 7 (no later than) if funds are available

Reporting Requirements

1. Each local unit that applies for a subaward must register with the Federal System for Award Management (SAM). For reimbursement requests submitted on or before July 26, 2020, the local unit has until July 26, 2020 to register in the SAM system. Local units that apply after July 26, 2020, must register in the SAM system prior to sending an application to the Michigan Department of Treasury. The SAM website is: https://www.sam.gov/SAM/

2. Each local unit must fully complete and return the entire application packet by the submission deadline with each page dated and initialed including the completion of the following documents in the packet:
   a. PSPHPR Reimbursement Request Form (Form 5722)
   b. Payroll Summary Report(s)
   c. Certification

The Michigan Department of Treasury may request a local unit to submit detailed payroll reports to support the payroll expenditures requested to be reimbursed. Please do not submit any detailed payroll reports unless the Michigan Department of Treasury requests submission from the local unit.

Contact Information

Treasury CARES Grant Programs Hotline
517-335-0155

Email Address
Treas-CARES@michigan.gov

 Initial AJS Date 7/16/2020

Michigan Department of Treasury
Public Safety and Public Health Payroll Reimbursement Program (PSPHPR)
Subrecipient Information

Subrecipient Information

Funds were awarded to the State of Michigan as Federal Financial Assistance from the U.S. Department of Treasury. The funds were awarded under the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") https://home.treasury.gov/policy-issues/cares/state-and-local-governments as the Coronavirus Relief Fund (CRF).

CFDA #: 21.019

FAIN #: SLT0040 and SLT0247

Coronavirus Relief Funds are considered federal financial assistance and have been assigned a Catalog of Federal Domestic Assistance (CFDA) or Assistance Listing Number of 21.019. Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. Sections 7501 – 7507) and the related provisions of the Uniform Guidance, 2 Code of Federal Regulations (CFR) Section 200.303 regarding internal controls, Section 200.330 – 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Under the Single Audit Act, local jurisdictions will need to report expenditures under this program using the CFDA number 21.019.

The State of Michigan is making these funds available to local government for reimbursement of direct payroll costs (defined as base payroll, fringe benefits and overtime) of public health and public safety personnel. Local officials, including but not limited to the certifying local official submitting this application, are required to review the CRF guidance and associated FAQs and other documents to certify their compliance with the terms and conditions of the grant at https://home.treasury.gov/policy-issues/cares/state-and-local-governments.

Coronavirus Relief Funds are considered federal financial assistance subject to the Single Audit Act and the Uniform Guidance. The following Uniform Guidance provisions have been identified as significant and summarized below. Applicants must review the Uniform Guidance at https://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl for complete requirements.

Use of Funds

The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that:

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19)
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are ***substantially dedicated*** to mitigating or responding to the COVID-19 public health emergency are allowable expenditures. Personnel that fall into these areas are presumed for administrative convenience to be substantially dedicated unless the chief executive determines that specific circumstances indicate otherwise.

Initial AJS Date 7/16/2020

Michigan Department of Treasury
Public Safety and Public Health Payroll Reimbursement Program (PSPHPR)
Subrecipient Information

Utilization of CARES Act for this Program

For this PHPSPR Program, as a matter of administrative convenience, the entire payroll cost of an employee whose time is substantially dedicated to mitigating or responding to the COVID-19 public health emergency is eligible, provided that such payroll costs are incurred in April and May 2020 for the first round of the program; and in June and July 2020 for the second round of the program. An employer may also track time spent by employees related to COVID-19 and apply fund payments on that basis but would need to do so consistently within the relevant agency or department.

Coronavirus Relief Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement. For this reason, the State of Michigan's Public Safety and Public Health Payroll Reimbursement Program, Reimbursement Request (Form 5722) requires each local government to affirm that the amounts for which reimbursement is being requested have not been submitted to another federal source of funding (for example, FEMA) for reimbursement.

To obtain a payroll reimbursement for employees that are not normally classified as public safety and public health, but are "similar" in the context of the guidance (e.g. employees who are substantially dedicated to COVID-19 response), each jurisdiction's chief administrative officer must decide if their costs are appropriate to charge to the Coronavirus Relief Fund and document the justification for that decision.

Subaward Period of Performance and Available Funding

Under the Public Safety and Public Health Payroll Reimbursement Program, payroll reimbursements for the first round of the program will cover only public safety and public health payroll expenditures incurred during April and May 2020 and the second round will cover only public safety and public health payroll expenditures incurred April through July 2020. Local units receiving funding under this program may not use the proceeds to establish a sub-award to another local unit.

The last date of the performance period for the subawards is July 31, 2020.

The total amount of Coronavirus Relief Funds available for the Public Safety and Public Health Payroll Reimbursement Program is $200,000,000. Should more funding be requested in the first round (or second round) than is available, payments will be prorated based upon each jurisdiction's proportionate share of expenditures submitted.

Initial ASS Date 7/16/2020

Michigan Department of Treasury
Public Safety and Public Health Payroll Reimbursement Program (PSPHPR)
Subrecipient Information

Responsibilities, Records, Repayments & Future Audits

The U.S. Department of Treasury has indicated that the two provisions of the Uniform Guidance, 2 Code of Federal Regulations (CFR) Section 200.303 regarding internal controls, Section 200.220 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements are applicable to all CRF subawards at this time. However, guidance is evolving, and jurisdictions will be required to comply with additional guidance as it is published. Effective internal controls must be established and maintained (2 C.F.R Section 200.303). All reimbursements requested under this program should be accounted for with supporting documentation. Jurisdictions should maintain documentation evidencing that the funds were expended in accordance with federal, state, and local regulations. In accordance with federal Uniform Guidance, funds received under this program shall be included on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) and included within the scope of the jurisdiction's Single Audit.

Any funds received under the authorizing legislation for this program expended by the jurisdiction in a manner that does not adhere to the Coronavirus Aid, Relief, and Economic Security Act, Public Law 116-136 or Uniform Guidance 2 CFR 200, as applicable, shall be returned to the state. If it is determined that a jurisdiction receiving funds under this act expends any funds under this act for a purpose that is not consistent with the requirements of the Coronavirus Aid, Relief, and Economic Security Act, Public Law 116-136 or Uniform Guidance 2 CFR 200, the state budget director is authorized to withhold payment of state funds, in part or in whole, payable from any state appropriation.

All subawards are subject to future audits and jurisdictions must allow the State of Michigan, any of its duly authorized representatives, and/or the State of Michigan's Office of the Auditor General access to the jurisdiction's records and financial statements to ensure compliance with Federal statutes, regulations and the terms and conditions of the grant award.

Registration

Each local unit that receives a subaward must register with the Federal System for Award Management (SAM). For reimbursement requests submitted on or before July 26, 2020, the local unit has until July 26, 2020 to register in the SAM system. Local units that submit a reimbursement request after July 26, 2020, must register in the SAM system prior to applying to the Michigan Department of Treasury. The SAM website is: https://www.sam.gov/SAM/.

Uniform Guidance

The Coronavirus Relief Fund Frequently Asked Questions accessible at https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf confirm that CRF payments are subject to the following requirements in the OMB Uniform Guidance (2 CFR Part 200): section 2 CFR 200.303 regarding internal controls, sections 2 CFR 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. These Uniform Guidance provisions are summarized below. If further clarification is needed, the Uniform Guidance is available in the electronic Code of Federal Regulations: https://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

2 CFR 200.303 Internal Controls - The non-Federal entity must:

1. Establish and maintain effective internal control over the Federal award that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award.
2. Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
3. Evaluate and monitor the non-Federal entity's compliance with statutes, regulations and the terms and conditions of Federal awards.
4. Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
5. Take reasonable measures to safeguard protected personally identifiable information.

 Initial AJS Date 7/16/2020

Michigan Department of Treasury
Public Safety and Public Health Payroll Reimbursement Program (PSPHPR)
Subrecipient Information

2 CFR 200.330 – 200.332 Subrecipient Monitoring and Management

The Public Safety and Public Health Payroll Reimbursement Program subawards are for an individual local unit's direct payroll costs. The local unit receiving the subaward shall not issue any subawards to any other entity.

Subpart F – Audit Requirements

200.501 – Audit requirements.

(a) *Audit required.* A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

200.508 – Auditee responsibilities

The auditee must:
1. Procure or otherwise arrange for the audit required.
2. Prepare appropriate financial statements, including the schedule of expenditures of Federal awards.
3. Promptly follow up and take corrective action on audit findings.
4. Provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit.

Record Retention Requirements

Recipients of Coronavirus Relief Fund payments shall maintain and make available to the U.S. Department of Treasury, Office of Inspector General, upon request, all documents and financial records sufficient to establish compliance with subsection 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)), which provides:

d) USE OF FUNDS.—A State, Tribal government, and unit of local government shall use the funds provided under a payment made under this section to cover only those costs of the State, Tribal government, or unit of local government that—

1. are necessary expenditures incurred due to the public health emergency with respect to COVID-19;
2. were not accounted for in the budget most recently approved as of the date of enactment of this section for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Records to support compliance with subsection 601(d) may include, but are not limited to, copies of the following:

1. general ledger and subsidiary ledgers used to account for (a) the receipt of Coronavirus Relief Fund payments and (b) the disbursements from such payments to meet eligible expenses related to the public health emergency due to COVID-19;
2. budget records for 2019 and 2020;
3. payroll, time records, human resource records to support costs incurred for payroll expenses related to addressing the public health emergency due to COVID-19;
4. receipts of purchases made related to addressing the public health emergency due to COVID-19;
5. contracts and subcontracts entered into using Coronavirus Relief Fund payments and all documents related to such contracts;
6. grant agreements and grant subaward agreements entered into using Coronavirus Relief Fund payments and all documents related to such awards;

 Initial ASS Date 7/16/2020

7. all documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipient and subrecipients;
8. all documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards;
9. all internal and external email/electronic communications related to use of Coronavirus Relief Fund payments; and
10. all investigative files and inquiry reports involving Coronavirus Relief Fund payments.

Records shall be maintained for a period of five (5) years after final payment is made using Coronavirus Relief Fund monies. These record retention requirements are applicable to prime recipients and their grantees and subgrant recipients, contractors, and other levels of government that received transfers of Coronavirus Relief Fund payments from prime recipients.

Initial AJS Date 7/16/2020

Michigan Department of Treasury
5722 (Rev. 07-20)

Public Safety and Public Health Payroll Reimbursement Program Reimbursement Request

Issued under authority of 2020 Public Act 123. Filing is mandatory to qualify for payments.

The Public Safety and Public Health Payroll Program is to reimburse local units of government for eligible public safety and public health payroll expenditures related to COVID-19.
Eligible Applicants are: Cities, Villages, Townships, and Counties that have not received a direct allocation from the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Public Law 116-136.
Applicants must:

1. Submit to the Michigan Department of Treasury (Treasury) a signed *Public Safety and Public Health Payroll Program, Reimbursement Request* (Form 5722).
2. Submit to Treasury a detailed report that supports the requested reimbursement amounts. The report shall include the payroll expenditures for public safety and public health incurred by the local unit of government for the months of April 2020 and May 2020.

Reimbursement requests must be submitted to Treasury no later than July 17, 2020.

PART 1: LOCAL UNIT INFORMATION

Local Unit Name	Local Unit County Name	Federal Employer Identification Number (FEIN)	
City of Lansing	Ingham	38-6004628	
Local Unit Code	Contact Name	SAM DUNS Number	
33-2020	Alan Beland	0698358820000	
Contact E-Mail Address	Contact Title	Contact Telephone Number	Extension
alan.beland@lansingmi.gov	Senior Accountant	(517) 483-6650	

PART 2: PUBLIC SAFETY AND PUBLIC HEALTH PAYROLL EXPENDITURES

Public Safety

April Payroll Amount	May Payroll Amount
$4,564,805.96	$4,330,052.44

Public Health

April Payroll Amount	May Payroll Amount
$6,886,827.35	$6,725,665.88

Supplemental Questions

1. Were (or will) any of the above entered payroll amounts (be) reimbursed or funded by any other federal funds?

☐ Yes ☒ No

2. Does your local unit have a contract/agreement with another city, village, township or county to provide Public Safety or Public Health services? If so:

a. Indicate the name of the contracting local unit: ____________

b. Indicate the amount of the requested payroll reimbursement that is attributable to the contracting unit: ____________

c. Will the amount in question 2(b) be refunded, using non-federal funds, to the contracting unit upon receipt of this grant?

☐ Yes ☐ No

Attach a table with the above information if you contract with multiple local units.

3. If your local unit provided any public safety or public health services to a non-eligible unit (a unit other than a city, village, township or county) did you exclude (in the above payroll amounts) any payments you received?

☐ Yes ☐ No

PART 3: CERTIFICATION

The undersigned hereby certifies that the above requested payroll expenditures are: (1) accurate, (2) were incurred for the months of April and May 2020, (3) were not paid for/or will not be reimbursed with federal funds, and (4) exclude expenditures, paid by a non-eligible unit, for services provided. The local unit agrees to reimburse the State of Michigan if any of the above amounts are deemed to be fraudulent, inaccurate, inconsistent with this certification, or not allowed under the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Public Law 116-136.

Chief Administrative Officer Signature (as defined in MCL 141.422b)	Printed Name of Chief Administrative Officer (as defined in MCL 141.422b)
[signature]	Andy Schor
Title	Date
Mayor	07/16/2020

Completed and signed form (including required documentation) should be E-mailed to: **Treas-CARES@michigan.gov** no later than July 17, 2020.

If you are unable to submit via E-mail, fax the completed form and required documentation to 517-335-3298.

For questions, call 517-335-0155.

Instructions for *Public Safety and Public Health Payroll Reimbursement Program, Reimbursement Request* (Form 5722)

PART 1: APPLICANT INFORMATION

Local Unit Name: Enter the name of the city, village, township, or county requesting reimbursement under the Public Safety and Public Health Payroll Reimbursement Program.

Local Unit County Name: Enter the county name that the city, village, township, or county is located in.

Federal Identification Number: Enter the city's, village's, township's or county's Federal Employer Identification Number (FEIN).

Local Unit Code: Enter the revenue sharing local unit code of the city, village, township, or county requesting reimbursement.

SAM DUNS Number: Enter the federal System for Award Management (SAM) DUNS Number. All applicants must register by July 26, 2020 on the SAM system.

Contact Name: Enter the Full name of the individual that can answer any questions for the city, village, township or county.

Contact E-Mail Address/Contact Title/Contact Telephone Number/Extension: Enter the information for the contact person that can answer any questions regarding the reimbursement request.

PART 2: PUBLIC SAFETY AND PUBLIC HEALTH PAYROLL EXPENDITURES

Enter the April 2020 and May 2020 eligible Public Safety and Public Health payroll amounts.

Michigan Department of Treasury
Public Safety and Public Health Payroll Reimbursement Program (PSPHPR)
Payroll Summary Report – Instructions

Payroll Summary Report - Instructions

1. Enter the requested information on the April and May Payroll Summary Reports on pages 12 and 13 for each employee that works on public safety and public health tasks.
    a. There could be multiple lines for the same employee.
    b. The total of the chart should equal the payroll amounts being requested for reimbursement on Form 5722 *Public Safety and Public Health Payroll Reimbursement Program, Reimbursement Request*.
    c. Attach additional sheets if needed.

2. Guidelines:
    a. Incurred means – The date the service occurs. Payments need not be made during that time. For example: the Payroll Summary Report for April should be for pay periods April 1 – April 30, 2020; but the actual payment to an employee could have occurred later than April.
    b. Bonuses (or lump sums) are not to be included except for Hazard Pay and Overtime.
    c. Do not include Retirement payouts.
    d. Fringes include employer sponsored insurance premiums, employer paid payroll taxes (FICA, Social Security), and employer retirement contributions.

Initial AJS Date 7/16/2020

Michigan Department of Treasury
Public Safety and Public Health Payroll Reimbursement Program (PSPHPR)
Payroll Summary Report - April

Public Safety Employees – Payroll incurred in April (should equal the amount being requested for reimbursement on Form 5722)

	Employee Name	Pay Period Dates	Payment Date	Salaries & Wages	Overtime	Fringes (incl. Retirement)	Total
1	(see attached)						
2							
3							
4							
5							
6							
7							
8							
9							
10							
Subtotal from attached reports	N/A			2,249,875.97	146,215.66	2,168,714.50	4,564,805.96
Total				2,249,875.97	146,215.66	2,168,714.50	4,564,805.96

Public Health Employees – Payroll incurred in April (should equal the amount being requested for reimbursement on Form 5722)

	Employee Name	Pay Period Dates	Payment Date	Salaries & Wages	Overtime	Fringes (incl. Retirement)	Total
1	(see attached)						
2							
3							
4							
5							
6							
7							
8							
9							
10							
Subtotal from attached reports	N/A			3,786,597.16	260,282.33	2,839,947.87	6,886,827.35
Total				3,786,597.16	260,282.33	2,839,947.87	6,886,827.35

Initial ASS Date 7/16/2020

Michigan Department of Treasury
Public Safety and Public Health Payroll Reimbursement Program (PSPHPR)
Payroll Summary Report – May

Public Safety Employees – Payroll incurred in May (should equal the amount being requested for reimbursement on Form 5722)

	Employee Name	Pay Period Dates	Payment Date	Salaries & Wages	Overtime	Fringes (incl. Retirement)	Total
1	(see attached)						
2							
3							
4							
5							
6							
7							
8							
9							
10							
Subtotal from attached reports	N/A			2,134,569.05	115,799.05	2,079,685.24	4,330,052.44
Total				2,134,569.05	115,799.05	2,079,685.24	4,330,052.44

Public Health Employees – Payroll incurred in May (should equal the amount being requested for reimbursement on Form 5722)

	Employee Name	Pay Period Dates	Payment Date	Salaries & Wages	Overtime	Fringes (incl. Retirement)	Total
1	(see attached)						
2							
3							
4							
5							
6							
7							
8							
9							
10							
Subtotal from attached reports	N/A			3,625,680.73	380,724.61	2,719,260.54	6,725,665.88
Total				3,625,680.73	380,724.61	2,719,260.54	6,725,665.88

Initial AJS Date 7/16/2020

Michigan Department of Treasury
Public Safety and Public Health Payroll Reimbursement Program (PSPHPR)
Certification

I, Andy Schor, am the chief executive of City of Lansing (jurisdiction legal name), and I certify that:

1. I have the authority on behalf of City of Lansing (jurisdiction legal name) to request a Public Safety and Public Health Payroll Reimbursement Program payment from the State of Michigan pursuant to Section 604 of 2020 Public Act 123, from the allocation of funds to the State of Michigan from the Coronavirus Relief Fund as created in the CARES Act.

2. I understand that the State of Michigan will rely on this certification as a material representation in issuing a Public Safety and Public Health Payroll Reimbursement Program payment to City of Lansing (jurisdiction legal name).

3. City of Lansing (jurisdiction legal name) is receiving the Public Safety and Public Health Payroll Reimbursement Program payment as a reimbursement for the April 2020 and May 2020 public safety and public health payroll expenditures and will be used only to cover those costs.

4. Any funds provided as a reimbursement payment from the State of Michigan under the Public Safety and Public Health Payroll Reimbursement Program that are found to be based on inaccurate, non-qualifying, or fraudulent payroll information will be returned to the State of Michigan.

5. Funds provided as a reimbursement payment under the Public Safety and Public Health Payroll Reimbursement Program from the State of Michigan pursuant to this certification must adhere to official federal guidance (2 CFR 200) issued or to be issued on what constitutes a necessary expenditure as described in the guidance for the U.S. Treasury Coronavirus Relief Fund at https://home.treasury.gov/policy-issues/cares/state-and-local-governments. I reviewed the guidance prior to completing this request for reimbursement. I understand and agree that any funds expended by a jurisdiction in any manner that does not adhere to official federal guidance shall be returned to the State of Michigan.

6. Any jurisdiction receiving funds under the Public Safety and Public Health Payroll Reimbursement Program shall retain documentation supporting the reimbursement request, including but not limited to payroll records and timesheets. Such documentation shall be provided to the State of Michigan upon request and maintained by the jurisdiction for five (5) years.

7. Program funds provided pursuant to this application and certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.

8. Program funds received pursuant to this application and certification cannot be used for expenditures for which the jurisdiction has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

9. Program funds received pursuant to this application and certification cannot be used to reimburse or subaward another entity or local unit of government.

10. I have read and agree on behalf of City of Lansing (jurisdiction legal name) to comply with all applicable provisions and requirements corresponding to the receipt of funds required in the Coronavirus Aid, Relief, and Economic Security Act, Public Law 115-136, and Uniform Guidance, 2 CFR 200.

11. Further, that I understand and agree on behalf of City of Lansing (jurisdiction legal name) that any funds received under this act and expended by itself or a sub-recipient in any manner that does not comply with the Coronavirus Aid, Relief, and Economic Security Act, Public Law 116-136, or Uniform Guidance, 2 CFR 200, as applicable shall be returned to the State of Michigan.

Initial AJS Date 7/16/2020

Michigan Department of Treasury
Public Safety and Public Health Payroll Reimbursement Program (PSPHPR)
Certification

12. Further, that I understand and agree on behalf of City of Lansing (jurisdiction legal name) that expenditures are not eligible for reimbursement under this section if such expenses have been or will be reimbursed by any other federal funds, and if such expenditures are reimbursed by any other federal funds the undersigned local unit of government will return said funds to the State of Michigan.

13. The governing body has been notified of the submission of this application, and are aware of the Federal statutes, regulations and terms and conditions of the grant award.

I certify under the penalties of perjury set forth in Michigan Penal Code, MCL 750.423, that I have read the above certification and my statements contained herein are true and correct to the best of my knowledge.

By: Andy Schor

Signature: [signature]

Title: Mayor

Date: 7-16-20

Subscribed and sworn to before me this 16th day of July, 2020.

[signature]
Notary Public

My commission expires 8/10/24

MARK E. LAWRENCE
NOTARY PUBLIC
COUNTY OF INGHAM
My Commission Expires
August 10, 2024
Acting in the County of
Ingham
STATE OF MICHIGAN

Initial AJS Date 7/16/2020

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

WHEREAS, the State of Michigan passed 2020 Public Act 144 on July 31, 2020 after the City's fiscal year had ended, reducing city, village and township revenue sharing by amounts equivalent to each local unit's August statutory revenue sharing payment.

WHEREAS, the State of Michigan appropriated $150,000,000 in Coronavirus relief local government grants (CRLGG) to be distributed to cities, villages, townships, and counties proportional to the reduction in August statutory revenue sharing payments.

WHEREAS, the City of Lansing automatically received $1,405,492 in CLRGG grant revenue on August 28, 2020 replacing $904,205 previously appropriated for the August revenue sharing payment.

WHEREAS, the City of Lansing intends to expend these funds in a manner that adheres to the coronavirus aid, relief, and economic security (CARES) act, Public Law 116-136, including public safety payroll expenditures for employees whose duties were substantially dedicated to COVID-19 response, personal protective equipment and sanitary supplies, or other eligible expenditures subject to approval by the Michigan Department of Treasury.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lansing approves the acceptance of $1,405,492 in CRLGG funds; and,

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

Michigan Department of Treasury
Coronavirus Relief Local Government Grants (CRLGG) Program
Grant Opening Certification

PART 1: LOCAL UNIT INFORMATION			
Local Unit Name City of Lansing		Local Unit County Name Ingham	
Local Unit Code 33-2020	Contact Name Jake Brower	SAM DUNS Number 0698358820000	
Contact E-Mail Address jake.brower@lansingmi.gov	Contact Title Deputy Finance Director	Contact Telephone Number 517-512-0447	Extension

PART 2: OUTCOME METRICS (Enter at least one program outcome metric relating to what the local unit hopes to achieve utilizing the CRLGG funding. Attach additional pages if necessary.)

Provide public safety services that are substantially dedicated to mitigating or responding to the COVID-19 public health emergency excluding reimbursed services under the Public Safety and Public Health Payroll Reimbursement (PSPHPR) Program or First Responder Hazard Pay Premiums (FRHPP) Program funding.

Provide personnal protective equipment, sanitary supplies, and other supplies necessary for providing a safe working environment for working on-site; and laptops, virtual private networks, video conferencing licenses, and other resources necessary for work from home under the guidance of the Governor's emergency orders.

PART 3: CERTIFICATION

I, Andy Schor, am the chief administrative officer of City of Lansing (subrecipient's legal name), and I certify that:

1. I have the authority on behalf of City of Lansing (subrecipient's legal name) to accept the Coronavirus Relief Local Government Grants (CRLGG) Program payment received from the State of Michigan. The grantee understands that the CRLGG Program is funded by the allocation of funds to the State of Michigan from the Coronavirus Relief Fund as created in the CARES Act.
2. I understand the State of Michigan will rely on this certification as a material representation that City of Lansing (subrecipient's legal name) has accepted the CRLGG Program payment and will expend the funds in accordance with the CARES Act.
3. City of Lansing (subrecipient's legal name), is receiving CRLGG Program funds to be used for eligible expenditures under the CARES Act and will be used only to cover those eligible costs under the CARES Act.
4. All subrecipients receiving funds under the CRLGG Program shall retain documentation of all uses of the funds, including but not limited to invoices and/or receipts, supporting the reports submitted in accordance with this document. Such documentation shall be provided to the State of Michigan upon request and maintained by the grantee for five (5) years.
5. CRLGG Program funds accepted pursuant to this certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.

Continued on the next page

Local Unit Name	Local Unit Code
City of Lansing	33-2020

PART 3: CERTIFICATION (continued)

6. CRLGG Program funds accepted pursuant to this certification cannot be used for expenditures for which the subrecipient has received any other federal funds or emergency COVID-19 supplemental funding (whether state, federal, or private in nature) for the same expense. If an expenditure is reimbursed by any other federal funds or emergency COVID-19 funding, the subrecipient will return said funds to the State of Michigan.
7. CRLGG Program funds accepted pursuant to this certification cannot be used to reimburse or subaward another subrecipient or local unit of government.
8. Any CRLGG Program funds not incurred on or before December 30, 2020 must be returned to the Michigan Department of Treasury by January 30, 2021. Repayments must be submitted using the "CRLGG Return of Funds Received Form" (Form 5733).
9. I have read and agree on behalf of City of Lansing (subrecipient's legal name) to comply with all applicable provisions and requirements corresponding to the receipt of funds required in the Coronavirus Aid, Relief, and Economic Securities (CARES) Act, Public Law 116-136 and Uniform Guidance 2 CFR 200.
10. Further, I understand and agree on behalf of City of Lansing (subrecipient's legal name) that any funds received under the CRLGG Program and incurred in any manner that does not comply with the Coronavirus Aid, Relief, and Economic Securities Act, Public Law 116-136 and Uniform Guidance 2 CFR 200, as applicable shall be returned to the State of Michigan. Any funds that are provided by the State of Michigan under the CRLGG Program that are found to be based on inaccurate, nonqualifying, or fraudulent information will be returned to the State of Michigan. Funds provided under the CRLGG Program must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure as described in the guidance for the U.S. Treasury Coronavirus Relief Fund at https://home.treasury.gov/policy-issues/cares/state-and-local-governments. I reviewed the guidance prior to completing this acceptance certification.
11. The governing body has been notified of the submission of this certification, and are aware of the Federal statutes, regulations and terms and conditions of the grant award.

I certify under the penalties of perjury set forth in Michigan Penal Code, MCL 750.423, that I have read the above certification and my statements contained herein are true and correct to the best of my knowledge.

By: Andy Schor

Signature:

Title: Mayor

Date: 9-23-20

Subscribed and sworn before me this 23rd day of September, 2020.

Tracy L Scott
Notary Public

My commission expires 4-14-2027

TRACY L. SCOTT
Notary Public, State of Michigan
County of Ingham
My Commission Expires Apr. 14, 2027
Acting in the County of Ingham

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

WHEREAS, Lansing Police Department has submitted application to the Michigan Office of Highway Safety Planning (OHSP) for extra overtime funding to be utilized for an impaired driving and seatbelt enforcement program; and

WHEREAS, the grant-funded overtime must focus on traffic stops for hazardous moving violations during times and on roadways experiencing fatal and serious injury traffic crash problems. The expectation is zero tolerance for seat belt, child restraint, DUI violations, and any other hazardous moving violations during the grant-funded high-visibility enforcement efforts; and

WHEREAS, Michigan traffic crash data from 2014-2018 shows the number of people seriously injured or killed where the traffic crash was coded as alcohol-involved and/or drug-involved was 7,744; and

WHEREAS, Michigan traffic crash data from 2014-2018 shows the number of people seriously injured or killed in passenger vehicles where the occupant was coded as no belts used, or child restraint not used/used improperly was 3,787; and

WHEREAS, during the span from October 30, 2020 to September 6, 2021, the grant has five required statewide and two optional enforcement periods; and

WHEREAS, the Lansing Police Department was informed on September 24, 2020, that it has been selected to receive funding in the amount of $55,803; and

WHEREAS, there is no local match requirement for the grant; and

WHEREAS, East Lansing is a sub-recipient which will receive $16,332 of the $55,803 grant amount; and

WHEREAS, Michigan State University is another sub-recipient which will receive $16,024 of the $55,803 grant amount; and

WHEREAS, The Lansing Police Department's net portion of the grant is $23,447.

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the Office of High Safety Planning grant in the amount of $55,803 for the program period (October 30, 2020 through September 6, 2021); 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 funds.

Grant Program Highlights

FACTS

A review of Michigan traffic crash data from 2014-2018 shows the number of people seriously injured or killed where the traffic crash was coded as alcohol-involved and/or drug-involved was 7,744 (24.21 percent of all KA's). The number of people seriously injured or killed in passenger vehicles where the occupant was coded as no belts used, or child restraint not used/used improperly was 3,787 (11.8 percent of all KA's). Statewide, the observed seat belt use was 94.4%.

GRANT FOCUS: DUI and Seat Belt Overtime Traffic Enforcement

Provide extra patrols focused on reducing DUI and unrestrained vehicle occupant deaths and serious injuries.

The grant-funded overtime must focus on traffic stops for hazardous moving violations during times and on roadways experiencing fatal and serious injury traffic crash problems. The expectation is zero tolerance for seat belt, child restraint, DUI violations, and any other hazardous moving violations during the grant-funded high-visibility enforcement efforts.

Five required statewide and two optional enforcement periods will focus on compliance with DUI and seat belt enforcement.

Required enforcement periods include:

- November 9 – 29, 2020 (Seat Belt)
- December 11, 2020 – January 1, 2021 (DUI)
- May 17 – June 6, 2021 (Seat Belt)
- July 1 – 24, 2021 (DUI and Seat Belt)
- August 16 – September 6, 2021 (DUI)

Optional enforcement periods:

- October 30 – November 1, 2020 (DUI and Seat Belt)
- February 7, 2021 (DUI)
- March 15 – 21, 2021 (DUI)

OHSP will provide materials to assist with publicizing these initiatives.

The dates identified above are the only time periods that grant-funded enforcement can be scheduled and overtime requested for reimbursement.

A daily activity log with a listing of activities performed must be completed for all time requested for reimbursement. It must include the following information in the body of the document to be acceptable documentation:

- The start time of the grant-funded enforcement detail.
- A brief description of every stop.
- The end time of the grant-funded detail.
- All grant time must be accounted for. Time must be documented at a minimum of every hour, regardless of whether traffic stop is made. This includes time spent on traffic stops, arrest, transporting and lodging of arrested subjects, report writing, or serving as "zone spotters" where applicable.
- The time on the daily must match the hours requested for reimbursement and supervisor approval must be documented electronically or in writing. If supervisors' approval is given by means other than a signature on the daily, explanation of the approval process must be provided at the OHSP's request.

Grant Program Highlights (continued)

Grant funds **CANNOT** be used for activities such as response to calls for service, traffic control, property inspections, motorcades or dignitary protection. In some instances, an officer on a grant-funded detail may be closest to an incident. If this occurs, the officer must come off time charged to the grant and be funded by the department instead. Note: The officer daily must indicate the time will not be charged to the grant. For exceptions, see EMERGENCY RESPONSE below.

Strategic plans must be completed and made available to OHSP upon request.

OUID must be reported separately from OWI on the enforcement report.

Mandatory DUI and seat belt enforcement reports must be submitted in MAGIC by the Project Director or Agency Contact. Each grant-funded agency must report required enforcement activity no later than:

- December 7, 2020 (Seat Belt)
- January 8, 2021 (DUI)
- June 14, 2021 (Seat Belt)
- August 2, 2021 (DUI and Seat Belt)
- September 13, 2021 (DUI)

When applicable, each grant-funded agency will report optional enforcement activity no later than:

- November 9, 2020 (DUI and Seat Belt)
- February 15, 2021 (DUI)
- March 29, 2021 (DUI)

At a minimum, quarterly financial reports must be submitted in MAGIC by the Project Director or Financial Officer no later than January 30, April 30, July 30, and October 30, 2021. The Project Director must ensure the financial report is submitted by the deadlines.

Quarterly progress reports are **not required.** A 4th quarter progress report (final) must be submitted in MAGIC by the Project Director or Agency Contact no later than October 30, 2021. The final written report must include an assessment of the impact of the grant overtime on the patrol area from each law enforcement agency/post funded by the grant. A template will be provided in advance of the deadline.

EMERGENCY RESPONSE: A police emergency is defined as an imminent threat to life or property. If a police emergency occurs during a grant-funded detail and response is required by an officer(s)/trooper(s) working that detail:

1. The officer/trooper is allowed up to one hour of grant-time to respond and return to the traffic enforcement patrol.
   a. The agency must incur the costs (i.e. the grant cannot be charged) beyond 60 minutes or for additional emergencies that arise during the detail.
   b. Response to non-emergency calls while on grant time must be charged to the agency.
2. All emergency responses must be documented with a brief description on the daily.

GRANT MONITORING (NEW)

1. On-site grant monitoring of the prior fiscal year may be conducted by the OHSP Grant Monitoring/Compliance Auditor. The purpose of the monitoring will be to review compliance with the grant management requirements, policies and procedures, financial controls and

progress of the grant activities. The auditor will meet primarily with financial officer to review financial controls. The auditor will also speak with the Project Director about program activities.

2. Additional desk monitoring will be completed by your OHSP program coordinator by conducting a review of officer dailies for every traffic enforcement grant. This will include a sampling of 5 pre-determined dailies for every law enforcement agency, law enforcement precinct, and Michigan State Police post receiving overtime traffic enforcement funds. The program coordinator will request specific dailies after the financial report is submitted. It is expected the dailies will be provided to the program coordinator within 7 days of the request. By the end of the fiscal year each agency will be included in the process.

   Dailies will be reviewed to ensure:
   - Hours match the reimbursement request.
   - Activity is allowable and consistent with the project.
   - Signatures are included by the officer and approval is documented by the supervisor.

Worksheet For OWI/Seatbelt Enforcement Grant

Impaired Driving Enforcement			
	LPD	MSU	E.L.
Number of hrs:	208	223	221
Hrly Rate:	$52.20	$53.16	$48.00
Total OT Cost:	**$10,858.00**	**$11,855.00**	**$10,608.00**
Fringe Costs:			
FICA:	$157.44	$906.91	$153.82
Retirement:	$7,505.22	$0.00	$2,050.53
Wrkrs Comp:	$163.96	$0.00	$170.79
	$7,827.00	**$907.00**	**$2,375.00**
TOTAL	**$18,685.00**	**$12,762.00**	**$12,983.00**
	$44,430.00		

Seatbelt Enforcement			
	LPD	MSU	E.L.
Number of hrs:	53	57	57
Hrly Rate:	$52.20	$53.16	$48.00
Total OT Cost:	**$2,767.00**	**$3,030.00**	**$2,736.00**
Fringe Costs:			
FICA:	$40.12	$231.80	$39.67
Retirement:	$1,913.10	$0.00	$528.87
Wrkrs Comp:	$41.78	$0.00	$44.05
	$1,995.00	**$232.00**	**$613.00**
	$4,762.00	**$3,262.00**	**$3,349.00**

$55,803.00

$55,803.00

BALANCE: $0.00

STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE
LANSING

GRETCHEN WHITMER
GOVERNOR

COL. JOSEPH M. GASPER
DIRECTOR

September 22, 2020

Sgt. Donald Porter
Lansing Police Department
120 West Michigan Avenue
Laning, Michigan 48933

Subject: PT-21-09

Dear Sergeant Porter:

The Michigan Office of Highway Safety Planning (OHSP) has approved $55,803 in federal funds for Highway Safety Project grant number PT-21-09, "Ingham County DUI/Seat Belt Overtime Traffic Enforcement," for the grant period of October 1, 2020, through September 30, 2021.

This grant is approved with the following conditions:

1. **Funding is contingent upon the availability of U.S. Department of Transportation Highway Safety Funds.**

2. A grant orientation meeting is required and will be scheduled by your OHSP grant coordinator.

3. Quarterly financial reports are due: January 30, April 30, July 30, and October 30. A final progress report is due: October 30.

4. Grantees must comply with the Grant Management Requirements set forth in this grant. Please consult the grant application for further details.

5. Any changes to the grant's objectives, activities, and/or approved budget must have OHSP approval.

If you have any questions regarding your grant, please contact your OHSP grant coordinator, Patricia Eliason at 517-284-3061. We look forward to working with you during the course of the project.

Sincerely,

Michael L. Prince, Director
Office of Highway Safety Planning

cc: Capt. Robert Backus
Mr. Joe McClure

OHSP-31 (3/2006)

PAGE 1A - FOR OHSP USE ONLY

FISCAL YEAR: 2021

PROJECT TITLE:
Ingham County DUI/Seat Belt Overtime Traffic Enforcement

GRANT NUMBER:
PT-21-09

APPLICANT:
Lansing Police Department

APPROVED GRANT PERIOD:
10/01/2020 through 09/30/2021

FUNDING BREAKDOWN

FUND TYPE/CFDA #	PAP	TASK	FEDERAL FUNDS COMMITTED	FAIN#
402-20.600	21-PT	1	$55,803	69A37518300004020MI0

APPROVED BUDGET SUMMARY

COST CATEGORY	FEDERAL	NON-FEDERAL	TOTAL
PERSONNEL COSTS	$55,803	$ 0	$55,803
CONTRACTUAL SERVICES	0	0	0
OPERATING COSTS	0	0	0
EQUIPMENT	0	0	0
INDIRECT COSTS	0		0
TOTAL APPROVED COSTS	$55,803	$ 0	$55,803

OHSP APPROVAL

SIGNATURE	TITLE	DATE APPROVED
Michael Prince Digitally signed by: Michael Prince DN: CN = Michael Prince email = princem@michigan.gov C = AD O = Michigan State Police OU = Office of Highway Safety Planning Date: 2020.09.24 09:59:46 -04'00'	Division Director	9/22/20

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

WHEREAS, for the past twenty-four years, the Capital Area Response Effort (CARE) Programs has served the City of Lansing in ending intimate partner violence in Ingham County; and

WHEREAS, the CARE Program provides empathic listening to the victims; assesses a victim's risk of further injury or homicide; provides education on power and control dynamics; assists with personal safety planning; helps to arrange safe shelter; provides advocacy with legal and civil court proceedings; assists with Victims' Rights Compensation medical forms; provide free 911 phones; provides transportation to local community agencies; accesses other community resources available to victims; dispenses emergency personal need items; and

WHEREAS, drawing as necessary on community referrals, the CARE program acts as a post-arrest response team responding to victims of intimate partner violence in Lansing, East Lansing, Lansing and Meridian Townships and Michigan State University; and

WHEREAS, the CARE Program utilizes 3 full-time staff and approximately 30 volunteers (on-call 7-days a week from 0800 – 0100 hours) via Tri-county dispatch center; and

WHEREAS, the CARE Program also responds to victims of non-arrest intimate partner violence via phone contracts and/or of dispatched by local hospitals; and

WHEREAS, in partnership with Ending Violent Encounters (EVE, Inc.) and MSU Safe Place shelters, the CARE Program provides twenty hours volunteer training sessions, three times a year and 60 days probation period for CARE volunteers. Volunteer training is geared specifically to domestic violence laws, victim's rights, community resources, empathic listening, crisis intervention and safety planning; and

WHEREAS, via numerous agencies and organizations, the CARE Program also promotes better community awareness of intimate partner violence by providing community education and training; and

WHEREAS, the CARE Program is funded for 10/01/2020 – 09/30/2021 by a renewable direct federal Victims of Crime Act (VOCA) Grant of $206,121, not to exceed $164,897 (using in-kind 20% local match of $41,224).

NOW, THEREFORE, BE IT RESOLVED, the Lansing City council approves acceptance of the VOCA-CARE grant from the Michigan Crime Victims Service Commission in the amount of $206,121 total compensation, for the fiscal period beginning October 1, 2020 and ending September 30, 2021.

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

Grant Agreement Between
Michigan Department of Health and Human Services
hereinafter referred to as the "Department"
and
Lansing City
124 W. Michigan Ave.
Lansing MI 48933 2500
Federal I.D.#: 38-6004628, DUNS#: 069835882
hereinafter referred to as the "Grantee"
for
VOCA Crime Victim Assistance- 2021
Part 1

1. Period of Agreement:

This Agreement will commence on the date of the Grantee's signature or October 1, 2020, whichever is later, and continue through September 30, 2021. No activity will be performed and no costs to the state will be incurred prior to October 1, 2020 or the effective date of the Agreement, whichever is later. Throughout the Agreement, the date of the Grantee's signature or October 1, 2020, whichever is later, shall be referred to as the start date. This Agreement is in full force and effect for the period specified.

2. Program Budget and Agreement Amount:

A. Agreement Amount

The total amount of this Agreement is $206,121.00. Under the terms of this Agreement, the Department will provide funding not to exceed $164,897.00. The source of funding provided by the Department and approved indirect rate shall be followed as described in Attachment 1 of this Agreement, which is part of this Agreement.

The Agreement is designated as a:
X Subrecipient relationship (federal funding); or
Recipient (non-federal funding).

The Agreement is designated as:
Research and development project; or
X Not a research and development project.

B. **Equipment Purchases and Title**

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

C. **Deviation Allowance**

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

3. **Purpose:**

The focus of the program is to expand and enhance local services available to crime victims. The safety, rights, dignity, and healthy recovery of victims of crime are the dominant focus of this effort.

4. **Statement of Work:**

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

5. **Financial Requirements:**

The financial requirements shall be followed as described in Part 2 and Attachment B, which are part of this Agreement.

6. **Performance/Progress Report Requirements:**

The progress reporting methods shall be followed as described in Part 2 and Attachment C, which are part of this Agreement.

7. **General Provisions:**

The Grantee agrees to comply with the General Provisions outlined in Part 2 and Attachment E, which are part of this Agreement.

8. **Administration of the Agreement:**

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

Loryn Shafer	Analyst/Specialist	(517) 241-5241	shaferl1@michigan.gov
Name	Title	Telephone No.	Email Address

9. **Grantee's Financial Contact for the Agreement:**

The financial contact acting on behalf of the Grantee for this Agreement is:

Joe McClure	Financial Officer
Name	Title
joe.mcclure@lansingmi.gov	(517) 483-4808
E-Mail Address	Telephone No.

10. Special Conditions:

A. This Agreement is valid upon approval and execution by the Department which may be contingent upon approval by the State Administrative Board and signature by the Grantee.

B. This Agreement is conditionally approved subject to and contingent upon the availability of funds.

C. Based on the availability of funding, the Department may specify the amount of funding the Grantee may expend during a specific time period within the Agreement Period.

D. The Department will not assume any responsibility or liability for costs incurred by the Grantee prior to the start date of this Agreement.

E. The Grantee is required by 2004 PA 533 to receive payments by electronic funds transfer.

11. Special Certification:

The individual or officer signing this Agreement certifies by their signature that they are authorized to sign this Agreement on behalf of the responsible governing board, official or Grantee.

12. Signature Section:

For the GRANTEE
Lansing City

Daryl Green Program Director

Name Title Date

For the Michigan Department of Health and Human Services

Jeanette Hensler 09/24/2020

Jeanette Hensler, Director Date
Grants Division, Bureau of Grants and Purchasing

Part 2
General Provisions

I. Responsibilities - Grantee

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

A. Publication Rights

1. Copyright materials only when the Grantee exclusively develops books, films or other such copyrightable materials through activities supported by this Agreement. The copyrighted materials cannot include recipient information or personal identification data. Grantee provides the Department a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such materials copyrighted by the Grantee and authorizes others to reproduce and use such materials.
2. Obtain prior written authorization from the Department's Office of Communications for any materials copyrighted by the Grantee or modifications bearing acknowledgment of the Department's name prior to reproduction and use of such materials. The state of Michigan may modify the material copyrighted by the Grantee and may combine it with other copyrightable intellectual property to form a derivative work. The state of Michigan will own and hold all copyright and other intellectual property rights in any such derivative work, excluding any rights or interest granted in this Agreement to the Grantee. If the Grantee ceases to conduct business for any reason or ceases to support the copyrightable materials developed under this Agreement, the state of Michigan has the right to convert its licenses into transferable licenses to the extent consistent with any applicable obligations the Grantee has.
3. Obtain written authorization, at least 14 days in advance, from the Department's Office of Communications and give recognition to the Department in any and all publications, papers and presentations arising from the Agreement activities.
4. Notify the Department's Bureau of Grants and Purchasing 30 days before applying to register a copyright with the U.S. Copyright Office. The Grantee must submit an annual report for all copyrighted materials developed by the Grantee through activities supported by this Agreement and must submit a final invention statement and certification within 60 days of the end of the Agreement period.
5. Not make any media releases related to this Agreement, without prior written authorization from the Department's Office of Communications.

B. **Fees**

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

C. **Grant Program Operation**

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

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

D. **Reporting**

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

E. **Record Maintenance/Retention**

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

F. **Authorized Access**

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

and personnel related to this Agreement, to the extent authorized by applicable state or federal law, rule or regulation.

2. Acknowledge the rights of access in this section are not limited to the required retention period. The rights of access will last as long as the records are retained.

3. Cooperate and provide reasonable assistance to authorized representatives of the Department and others when those individuals have access to the Grantee's grant records.

G. Audits

This section only applies to Grantees designated as subrecipients by the Department (see Part 1, Section II.A.).

1. Required Audit or Audit Exemption Notice

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

   a. Single Audit

      Grantees that are a state, local government or non-profit organization that expend $750,000 or more in federal awards during the Grantee's fiscal year must submit a Single Audit to the Department, regardless of the amount of funding received from the Department. The Single Audit must comply with the requirements of 2 CFR 200 Subpart F. The Single Audit reporting package must include all components described in 2 CFR 200.512 (c).

   b. Financial Related Audit

      Grantees that are for-profit organizations that expend $750,000 or more in federal awards during the Grantee's fiscal year must submit either a financial related audit prepared in accordance with Government Auditing Standards relating to all federal awards, or an audit that meets the requirements contained in 2 CFR 200 Subpart F, if required by the federal awarding agency.

   c. Audit Exemption Notice

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

2. Financial Statement Audit

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

3. Due Date and Where to Send

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

4. Penalty

a. Delinquent Single Audit or Financial Related Audit

If the Grantee does not submit the required Single Audit or Financial Related Audit, including any management letter and applicable corrective action plan(s) within nine months after the end of the Grantee's fiscal year, the Department may withhold from any payment from the Department to the Grantee an amount equal to five percent of the audit year's grant funding (not to exceed $200,000) until the required filing is received by the Department. The Department may retain the amount withheld if the Grantee is more than 120 days delinquent in meeting the filing requirements. The Department may terminate any current grant agreements if the Grantee is more than 180 days delinquent in meeting the filing requirements.

b. Delinquent Audit Exemption Notice

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

5. Other Audits

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

H. Subrecipient/Contractor Monitoring

1. When passing federal funds through to a subrecipient (if the Agreement does not prohibit the passing of federal funds through to a subrecipient), the Grantee must:
    a. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information required by 2 CFR 200.331 (a).
    b. Ensure the subrecipient complies with all the requirements of this Agreement.
    c. Evaluate each subrecipient's risk for noncompliance as required by 2 CFR 200.331(b).
    d. Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations and the terms and conditions of the subawards; that subaward performance goals are achieved; and that all monitoring requirements of 2 CFR 200.331(d) are met including reviewing financial and programmatic reports, following up on corrective actions and issuing management decisions for audit findings.
    e. Verify that every subrecipient is audited as required by 2 CFR 200 Subpart F.
2. Develop a subrecipient monitoring plan that addresses the above requirements and provides reasonable assurance that the subrecipient administers federal awards in compliance with laws, regulations and the provisions of this Agreement, and that performance goals are achieved. The subrecipient monitoring plan should include a risk-based assessment to determine the level of oversight and monitoring activities, such as reviewing financial and performance reports, performing site visits and maintaining regular contact with subrecipients.
3. Establish requirements to ensure compliance for for-profit subrecipients as required by 2 CFR 200.501(h), as applicable.
4. Ensure that transactions with subrecipients/contractors comply with laws, regulations and provisions of contracts or grant agreements in compliance with 2 CFR 200.501(h), as applicable.

I. **Notification of Modifications**

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

J. **Software Compliance**

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

K. **Human Subjects**

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

L. **Mandatory Disclosures**

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

adversely affect Grantee's viability or financial stability; or

2. A governmental or public entity's claim or written allegation of fraud; or

f. A Proceeding involving any license that Grantee is required to possess in order to perform under this Agreement.

2. Notify the Department, at least 90 calendar days before the effective date, of a change in Grantee's ownership or executive management.

M. Statement of Work Progress Reports

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

N. Conflict of Interest and Code of Conduct Standards

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

O. Travel Costs

1. Be reimbursed for travel cost (including mileage, meals and lodging) budgeted and incurred related to activities provided under this Agreement.
2. If the Grantee has a documented policy related to travel reimbursement for employees and if the Grantee follows that documented policy, the Department will reimburse the Grantee for travel costs at the Grantee's documented reimbursement rate for employees. Otherwise, the state of Michigan travel reimbursement rate applies.
3. State of Michigan travel rates may be found at the following website:

http://www.michigan.gov/dtmb/0.5552.7-150-9141_13132-.00.html.

4. International travel must be pre-approved by the Department and itemized in the budget.

P. Federal Funding Accountability and Transparency Act (FFATA)

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

Q. Insurance Requirements

1. Maintain at least a minimum of the insurances or governmental self-insurances listed below and be responsible for all deductibles. All required insurance or self-insurance must:
    a. Protect the state of Michigan from claims that may arise out of, are alleged to arise out of, or result from Grantee's or a subcontractor's performance;
    b. Be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the state; and
    c. Be provided by a company with an A.M. Best rating of "A-" or better and a financial size of VII or better.
2. Insurance Types
    a. Commercial General Liability Insurance or Governmental Self-Insurance: Except for Governmental Self-Insurance, policies must be endorsed to add "the state of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04.

       If the Grantee will interact with children, schools, or the cognitively impaired, the Grantee must maintain appropriate insurance coverage related to sexual abuse and molestation liability.
    b. Workers' Compensation Insurance or Governmental Self-

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

c. Employers Liability Insurance or Governmental Self-Insurance

d. Privacy and Security Liability (Cyber Liability) Insurance: cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.

3. Require that subcontractors maintain the required insurances contained in this Section.

4. This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of the Grantee from any obligations under this Agreement.

5. Each Party must promptly notify the other Party of any knowledge regarding an occurrence which the notifying Party reasonably believes may result in a claim against either Party. The Parties must cooperate with each other regarding such claim.

R. Fiscal Questionnaire

1. Complete and upload the yearly fiscal questionnaire to the EGrAMS agency profile within three months of the start of the Agreement.

2. The fiscal questionnaire template can be found in EGrAMS documents.

S. Criminal Background Check

1. Conduct or cause to be conducted a search that reveals information similar or substantially similar to information found on an Internet Criminal History Access Tool (ICHAT) check and a national and state sex offender registry check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with clients or has access to client information.

   a. ICHAT: http://apps.michigan.gov/ichat

   b. Michigan Public Sex Offender Registry: http://www.mipsor.state.mi.us

   c. National Sex Offender Registry: http://www.nsopw.gov

2 Conduct or cause to be conducted a Central Registry (CR) check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with children.

   a. Central Registry: http://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330---,00.html

3. Require each new employee, employee, subcontractor, subcontractor employee or volunteer who, under this Agreement, works directly with

clients or who has access to client information to notify the Grantee in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator, at hire or within 10 days of the event after hiring.

4. Determine whether to prohibit any employee, subcontractor, subcontractor employee, or volunteer from performing work directly with clients or accessing client information related to clients under this Agreement, based on the results of a positive ICHAT response or reported criminal felony conviction or perpetrator identification.
5. Determine whether to prohibit any employee, subcontractor, subcontractor employee or volunteer from performing work directly with children under this Agreement, based on the results of a positive CR response or reported perpetrator identification.
6. Require any employee, subcontractor, subcontractor employee or volunteer who may have access to any databases of information maintained by the federal government that contain confidential or personal information, including but not limited to federal tax information, to have a fingerprint background check performed by the Michigan State Police.

II. Responsibilities - Department

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

A. Reimbursement

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

B. Report Forms

Provide any report forms and reporting formats required by the Department at the start date of this Agreement, and provide to the Grantee any new report forms and reporting formats proposed for issuance thereafter at least 30 days prior to their required usage in order to afford the Grantee an opportunity to review.

III. Assurances

The following assurances are hereby given to the Department:

A. Compliance with Applicable Laws

The Grantee will comply with applicable federal and state laws, guidelines, rules and regulations in carrying out the terms of this Agreement. The Grantee will also comply with all applicable general administrative requirements, such as 2 CFR 200, covering cost principles, grant/agreement principles and audits, in carrying out the terms of this Agreement. The Grantee will comply with all applicable requirements in the original grant awarded to the Department if the Grantee is a subgrantee. The Department may determine that the Grantee has not complied with applicable federal or state laws, guidelines, rules and regulations in carrying out the terms of this Agreement and may then terminate this Agreement under Part 2, Section V.

B. Anti-Lobbying Act

The Grantee will comply with the Anti-Lobbying Act (31 USC 1352) as revised by the Lobbying Disclosure Act of 1995 (2 USC 1601 et seq.), Federal Acquisition Regulations 52.203.11 and 52.203.12, and Section 503 of the Departments of Labor, Health & Human Services and Education, and Related Agencies section of the current FY Omnibus Consolidated Appropriations Act. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

C. Non-Discrimination

1. The Grantee must comply with the Department’s non-discrimination statement: The Michigan Department of Health and Human Services will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, height, weight, marital status, gender identification or expression, sexual orientation, partisan considerations, or a disability or genetic information that is unrelated to the person’s ability to perform the duties of a particular job or position. The Grantee further agrees that every subcontract entered into for the performance of any contract or purchase order resulting therefrom, will contain a provision requiring non-discrimination in employment, activity delivery and access, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act (1976 PA 453, as amended; MCL 37.2101 et seq.) and the Persons with Disabilities Civil Rights Act (1976 PA 220, as amended; MCL 37.1101 et seq.), and any breach thereof may be regarded as a material breach of this Agreement.
2. The Grantee will comply with all federal and state statutes relating to nondiscrimination. These include but are not limited to:
   a. Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination based on race, color or national origin;
   b. Title IX of the Education Amendments of 1972, as amended (20 USC 1681-1683, 1685-1686), which prohibits discrimination based on sex;
   c. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), which prohibits discrimination based on disabilities;
   d. The Age Discrimination Act of 1975, as amended (42 USC 6101-6107), which prohibits discrimination based on age;
   e. The Drug Abuse Office and Treatment Act of 1972 (PL 92-255),

as amended, relating to nondiscrimination based on drug abuse;

f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616) as amended, relating to nondiscrimination based on alcohol abuse or alcoholism;

g. Sections 523 and 527 of the Public Health Service Act of 1944 (42 USC 290dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records;

h. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and,

i. The requirements of any other nondiscrimination statute(s) which may apply to the application.

3. Additionally, assurance is given to the Department that proactive efforts will be made to identify and encourage the participation of minority-owned and women- owned businesses, and businesses owned by persons with disabilities in contract solicitations. The Grantee shall include language in all contracts awarded under this Agreement which (1) prohibits discrimination against minority-owned and women-owned businesses and businesses owned by persons with disabilities in subcontracting; and (2) makes discrimination a material breach of contract.

D. Debarment and Suspension

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor;
2. Have not within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) or private transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2;
4. Have not within a five-year period preceding this Agreement had one or

more public transactions (federal, state or local) terminated for cause or default; and

5. Have not committed an act of so serious or compelling a nature that it affects the Grantee's present responsibilities.

E. **Federal Requirement: Pro-Children Act**

1. The Grantee will comply with the Pro-Children Act of 1994 (PL 103-227; 20 USC 6081, et seq.), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by and used routinely or regularly for the provision of health, day care, early childhood development activities, education or library activities to children under the age of 18, if the activities are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's activities that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's activities provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; activity providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The Grantee also assures that this language will be included in any subawards which contain provisions for children's activities.

2. The Grantee also assures, in addition to compliance with PL 103-227, any activity or activity funded in whole or in part through this Agreement will be delivered in a smoke-free facility or environment. Smoking shall not be permitted anywhere in the facility, or those parts of the facility under the control of the Grantee. If activities are delivered in facilities or areas that are not under the control of the Grantee (e.g., a mall, restaurant or private work site), the activities shall be smoke-free.

F. **Hatch Act and Intergovernmental Personnel Act**

The Grantee will comply with the Hatch Act (5 USC 1501-1508, 5 USC 7321-7326), and the Intergovernmental Personnel Act of 1970 (PL 91-648) as amended by Title VI of the Civil Service Reform Act of 1978 (PL 95-454). Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

G. **Employee Whistleblower Protections**

The Grantee will comply with 41 USC 4712 and shall insert this clause in all subcontracts.

H. Clean Air Act and Federal Water Pollution Control Act

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

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

I. Victims of Trafficking and Violence Protection Act

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

1. This Agreement and anyone working on this Agreement will be subject to PL 106-386 and must comply with all applicable standards, orders or regulations issued pursuant to this Act. Violations must be reported to the Department.

J. Procurement of Recovered Materials

The Grantee will comply with section 6002 of the Solid Waste Disposal Act of 1965 (PL 89-272), as amended.

1. This Agreement and anyone working on this Agreement will be subject to section 6002 of PL 89-272, as amended, and must comply with all applicable standards, orders or regulations issued pursuant to this act. Violations must be reported to the Department.

K. Subcontracts

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

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

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

   a. Contains additional non-conflicting provisions not set forth in this Agreement
   b. Restates provisions of this Agreement to afford the Grantee the same or substantially the same rights and privileges as the Department; or
   c. Requires the subcontractor to perform duties and/or activities in

less time than that afforded the Grantee in this Agreement.

3. That the subcontract does not affect the Grantee's accountability to the Department for the subcontracted activity.
4. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and activities.
5. That the Grantee will submit a copy of the executed subcontract if requested by the Department.

L. Procurement

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

M. Health Insurance Portability and Accountability Act

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

1. The Grantee must not share any protected health information provided by the Department that is covered by HIPAA except as permitted or required by applicable law; or to a subcontractor as appropriate under this Agreement.
2. The Grantee will ensure that any subcontractor will have the same obligations as the Grantee not to share any protected health data and information from the Department that falls under HIPAA requirements in the terms and conditions of the subcontract.
3. The Grantee must only use the protected health data and information for the purposes of this Agreement.
4. The Grantee must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Grantee's employees.
5. The Grantee must have a policy and procedure to immediately report to the Department any suspected or confirmed unauthorized use or disclosure of protected health information that falls under the HIPAA requirements of which the Grantee becomes aware. The Grantee will work with the Department to mitigate the breach and will provide

assurances to the Department of corrective actions to prevent further unauthorized uses or disclosures. The Department may demand specific corrective actions and assurances and the Grantee must provide the same to the Department.

6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Part 2, Section V.

7. In accordance with HIPAA requirements, the Grantee is liable for any claim, loss or damage relating to unauthorized use or disclosure of protected health data and information, including without limitation the Department's costs in responding to a breach, received by the Grantee from the Department or any other source.

8. The Grantee will enter into a business associate agreement should the Department determine such an agreement is required under HIPAA.

N. Website Incorporation

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

O. Survival

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

P. Non-Disclosure of Confidential Information

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

2. Meaning of Confidential Information

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

   a. Has been marked "confidential" or with words or similar meaning, at the time of disclosure by such party;

b. If disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning;

c. Should reasonably be recognized as confidential information of the disclosing party;

d. Is unpublished or not available to the general public; or

e. Is designated by law as confidential.

3. The term “confidential information” does not include any information or documentation that was:

a. Subject to disclosure under the Michigan Freedom of Information Act (FOIA);

b. Already in the possession of the receiving party without an obligation of confidentiality;

c. Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights;

d. Obtained from a source other than the disclosing party without an obligation of confidentiality; or

e. Publicly available when received or thereafter became publicly available (other than through an unauthorized disclosure by, through or on behalf of, the receiving party).

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

Q. Cap on Salaries

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

IV. Financial Requirements

A. Operating Advance

An operating advance may be requested by the Grantee to assist with program operations. The request should be addressed to the Contract

Manager identified in Part 1, Section VIII. The operating advance will be administered as follows:

1. The operating advance amount requested must be reasonable in relation to factors including but not limited to program requirements, the period of the Agreement, and the financial obligation. In no case may the advance exceed the amount required for 60 days of operating expenses. Operating advances will be monitored and adjusted by the Department relative to the Agreement amount.
2. The operating advance must be recorded as an account payable liability to the Department in the Grantee’s financial records. The operating advance payable liability must remain in the Grantee’s financial records until fully recovered by the Department.
3. The reimbursement for actual expenditures by the Department should be used by the Grantee to replenish the operating advance used for program operations.
4. The operating advance must be returned to the Department within 30 days of the end date of this Agreement unless the Grantee has a recurring agreement with the Department. Subsequent Department agreements may not be executed if an outstanding operational advance has not been repaid.

   The Department may obtain the Michigan Department of Treasury’s assistance in collecting outstanding operating advances. The Department will comply with the Michigan Department of Treasury’s Due Process procedures prior to forwarding claims to Treasury. Specific Due Process procedures include the following:

   a. An offer from the Department of a hearing to dispute the debt, identifying the time, place and date of such hearing.
   b. A hearing by an impartial official.
   c. An opportunity for the Grantee to examine the Department’s associated records.
   d. An opportunity for the Grantee to present evidence in person or in writing.
   e. A hearing official with full authority to correct errors and decide not to forward debt to Treasury.
   f. Grantee representation by an attorney and presentation of witnesses if necessary.
5. If the Grantee has a recurring agreement with the Department, the Department requires an annual confirmation of the outstanding operating advance. At the end of either the Agreement period or Department’s fiscal year, whichever is first, the Grantee must respond to the Department’s request for confirmation of the operating advance.

Failure to respond to the confirmation request may result in the Department recovering all or part of an outstanding operating advance.

B. Reimbursement Method

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

C. Financial Status Report Submission

The Grantee shall electronically prepare and submit FSRs to the Department via the EGrAMS website http://egrams-mi.com/mdhhs.

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

The grantee employee who submits the FSR is certifying to the best of their knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this Agreement. The individual submitting the FSR should be aware that any false, fictitious or fraudulent information, or the omission of any material facts, may subject them to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

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

D. Reimbursement Mechanism

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

E. Final Obligations and Financial Status Reporting Requirements

1. Obligation Report

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

2. Department-wide Payment Suspension

A temporary payment suspension is in effect on agreements during the Department’s year-end closing period. The Department will notify the Grantee of the date by which FSRs should be submitted to ensure payment prior to the payment suspension period.

3. Final FSRs

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

F. Unobligated Funds

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

G. Indirect Costs

The Grantee may use an approved federal or state indirect rate in their budget calculations and financial status reporting. If the Grantee does not have an existing approved federal or state indirect rate, they may use a 10% de minimis rate in accordance with 2 CFR 200 to recover their indirect costs.

V. Agreement Termination

This Agreement may be terminated without further liability or penalty to the Department for any of the following reasons:

A. By either party by giving 30 days written notice to the other party stating the reasons for termination and the effective date.

B. By either party with 30 days written notice upon the failure of either party to carry out the terms and conditions of this Agreement, provided the alleged defaulting party is given notice of the alleged breach and fails to cure the default within the 30-day period.

C. Immediately if the Grantee or an official of the Grantee or an owner is convicted of any activity referenced in Part 2 Section III. D. of this Agreement during the term of this Agreement or any extension thereof.

VI. Stop Work Order

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

VII. Final Reporting Upon Termination

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

VIII. Severability

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

IX. Waiver

Failure by the Department to enforce any provision of this Agreement will not constitute a waiver of the Department's right to enforce any other provision of this Agreement.

X. Amendments

Any changes to this Agreement will be valid only if made in writing and executed by all parties through an amendment to this Agreement. Any change proposed by the Grantee which would affect the Department funding of any project must be submitted in writing to the Department for approval immediately upon determining the need for such change. The Grantee shall, upon request of the Department and receipt of a proposed amendment, amend this Agreement.

XI. Liability

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

A. The liability, loss, or damage is caused by, or arises out of, the actions of or failure to act on the part of the Grantee, any of its subcontractors, or anyone directly or indirectly employed by the Grantee.

B. Nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Grantee or its employees by statue or court decisions.

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

XII. State of Michigan Agreement

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

Attachment 1

MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES SCHEDULE OF FINANCIAL ASSISTANCE

Lansing City

Source of Funds		**Catalog of Federal Domestic Assistance (CFDA)**		**Federal Award**				
Federal / State	**Federal Agency Name**	**Number**	**Title**	**Award Number**	**Title**	**Federal Award Identification No.**	**Award Date**	**Amount**
Federal (03000)	Department of Justice	16.575	Crime Victim Assistance	400005 (18)	CRIME VICTIM ASSISTANCE-VOCA	2018V2GX0067	09/12/2018	164,897.00
			Total Allocation					164,897.00

The federal funding provided by the Department is $164,897.00.

Attachment 1b - APPROVED INDIRECT RATE

APPROVED INDIRECT RATE (S)

Rate Description	**Indirect Rate %**	**Rate Base $**	**Total Approved Indirect Costs**
Total Approved Indirect Costs			

A Attachment A - Statement of Work

Objective :

Objective 1)
To promote long-term safety and emotional healing of adult victims/survivors and their dependent children.

Activity :

Activity 1)
The CARE Program will provide in-person, first response, crisis intervention to victims of domestic violence after being dispatched by police following the assailant's arrest. Additionally, the CARE Program will be dispatched out by hospital staff following the admittance of a survivor seeking medical treatment for injuries related to domestic violence. CARE advocates/volunteers will provide information on crime victim rights and the criminal justice system, referrals to community resources, and emotional support. CARE advocates/volunteers will provide follow-up services including assistance with personal protection orders and victim impact statements, transportation/accompaniment at court-related appearances, and individual advocacy such as applying for assistance programs and working with survivors to acquire housing.

Responsible Staff :

Director, Volunteer Coordinator, Victim Advocate, Victim Advocate Volunteers

Date Range :

10/01/2020 - 09/30/2021

Expected Outcome :

Expected Outcome 1) 75% or more of individuals who receive domestic violence services and who complete a survey can identify strategies for enhancing their safety and responding to the risk of future abuse.

Expected Outcome 2) 75% of individuals who receive domestic vioence services and who complete a survey will report they know more about community resources.

Measurement :

Measurement
1-1) CARE staff/volunteers will document any oral feedback provided by survivors following the delivery of in-person, first response, crisis intervention services that will address the desired outcomes. Survivors receiving follow-up services will be given the opportunity to complete a servey that will address the desired outcomes.
1-2) CARE staff/volunteers will document any oral feedback provided by survivors following the delivery of in-person, first response, crisis intervention services that will address the desired outcomes. Survivors receiving follow-up services will be given the opportunity to complete a servey that will address the desired outcomes.

B1 Attachment B1 - Program Budget Summary

PROGRAM VOCA Crime Victim Assistance- 2021			**DATE PREPARED** 9/24/2020
CONTRACTOR NAME Lansing City			**BUDGET PERIOD** From : 10/1/2020 To : 9/30/2021
MAILING ADDRESS (Number and Street) 124 W. Michigan Ave.			**BUDGET AGREEMENT** ☑ Original ☐ Amendment **AMENDMENT #** 0
CITY Lansing	**STATE** MI	**ZIP CODE** 48933-2500	**FEDERAL ID NUMBER** 38-6004628

	Category	Total	Amount	Cash	Inkind
DIRECT EXPENSES					
Program Expenses					
1	Salary & Wages	141,502.00	141,502.00	0.00	0.00
2	Fringe Benefits	11,321.00	11,321.00	0.00	0.00
3	Volunteer	38,294.00	0.00	0.00	38,294.00
4	Volunteer Fringe Benefits	2,930.00	0.00	0.00	2,930.00
5	Travel	5,679.00	5,679.00	0.00	0.00
6	Supplies & Materials	1,925.00	1,925.00	0.00	0.00
7	Contractual	0.00	0.00	0.00	0.00
8	Equipment	0.00	0.00	0.00	0.00
9	Other Expenses	4,470.00	4,470.00	0.00	0.00
Total Program Expenses		206,121.00	164,897.00	0.00	41,224.00
TOTAL DIRECT EXPENSES		206,121.00	164,897.00	0.00	41,224.00
INDIRECT EXPENSES					
Indirect Costs					
1	Indirect Costs	0.00	0.00	0.00	0.00
2	Cost Allocation Plan	0.00	0.00	0.00	0.00
Total Indirect Costs		0.00	0.00	0.00	0.00
TOTAL INDIRECT EXPENSES		0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		**206,121.00**	**164,897.00**	**0.00**	**41,224.00**

SOURCE OF FUNDS

	Category	Total	Amount	Cash	Inkind
1	**Source of Funds**				
	Fees and Collections	0.00	0.00	0.00	0.00
	State Agreement	164,897.00	164,897.00	0.00	0.00

	Local	0.00	0.00	0.00	0.00
	Federal	0.00	0.00	0.00	0.00
	Foundation Grant	0.00	0.00	0.00	0.00
	United Way Grant	0.00	0.00	0.00	0.00
	Contributions	0.00	0.00	0.00	0.00
	Volunteer	41,224.00	0.00	0.00	41,224.00
	Other(s)	0.00	0.00	0.00	0.00
	Total Source of Funds	206,121.00	164,897.00	0.00	41,224.00
	Totals	206,121.00	164,897.00	0.00	41,224.00

B2 Attachment B2 - Program Budget - Cost Detail Schedule

	Line Item	Qty	Rate	Units	UOM	Total	Amount	Cash	Inkind
DIRECT EXPENSES									
Program Expenses									
1	**Salary & Wages**								
	Other (Specify)- Program Director	2080.0000	26.760	0.000	HRS	55,661.00	55,661.00	0.00	0.00
	Volunteer Coordinator	2080.0000	23.230	0.000	HRS	48,318.00	48,318.00	0.00	0.00
	Victim Advocate	2080.0000	18.040	0.000	HRS	37,523.00	37,523.00	0.00	0.00
Total for Salary & Wages						141,502.00	141,502.00	0.00	0.00
2	**Fringe Benefits**								
	Unemployment	0.0000	1.838	27000.000		496.00	496.00	0.00	0.00
	FICA	0.0000	7.650	141502.000		10,825.00	10,825.00	0.00	0.00
Total for Fringe Benefits						11,321.00	11,321.00	0.00	0.00
3	**Volunteer**								
	Victim Advocate Volunteer	1551.0000	24.690	0.000	HRS	38,294.00	0.00	0.00	38,294.00
4	**Volunteer Fringe Benefits**								
	FICA	0.0000	7.650	38294.200		2,930.00	0.00	0.00	2,930.00
5	**Travel**								
	Staff Development Training Lodging Notes : Our agency has a travel policy and employee travel will not exceed state rate	500.0000	1.000	0.000	VAR	500.00	500.00	0.00	0.00
	Staff Development Training Meals Notes : Our agency has a travel policy	200.0000	1.000	0.000	VAR	200.00	200.00	0.00	0.00

	Line Item	Qty	Rate	Units	UOM	Total	Amount	Cash	Inkind
	and employee travel will not exceed state rate								
	Direct Service Mileage	6200.0000	0.575	0.000	VAR	3,565.00	3,565.00	0.00	0.00
	Staff Development Training Mileage	500.0000	0.575	0.000	VAR	288.00	288.00	0.00	0.00
	Staff Development Training Registrations	526.0000	1.000	0.000	VAR	526.00	526.00	0.00	0.00
	Other (Specify)-Parking	600.0000	1.000	0.000	VAR	600.00	600.00	0.00	0.00
Total for Travel						5,679.00	5,679.00	0.00	0.00
6	**Supplies & Materials**								
	Photocopier	725.0000	1.000	0.000	NOS	725.00	725.00	0.00	0.00
	Office Supplies - Consummable	1200.0000	1.000	0.000	VAR	1,200.00	1,200.00	0.00	0.00
Total for Supplies & Materials						1,925.00	1,925.00	0.00	0.00
7	**Contractual**								
8	**Equipment**								
9	**Other Expenses**								
	Communication - Cellular Phone Service	180.0000	12.000	0.000	MTH	2,160.00	2,160.00	0.00	0.00
	Communication - Office Phone Service	60.0000	12.000	0.000	MTH	720.00	720.00	0.00	0.00
	Other (Specify)-Data Service For Tablets	132.5000	12.000	0.000	MTH	1,590.00	1,590.00	0.00	0.00
Total for Other Expenses						4,470.00	4,470.00	0.00	0.00
Total Program Expenses						206,121.00	164,897.00	0.00	41,224.00
TOTAL DIRECT EXPENSES						206,121.00	164,897.00	0.00	41,224.00
INDIRECT EXPENSES									
Indirect Costs									

	Line Item	Qty	Rate	Units	UOM	Total	Amount	Cash	Inkind
1	**Indirect Costs**								
2	**Cost Allocation Plan**								
Total Indirect Costs						0.00	0.00	0.00	0.00
TOTAL INDIRECT EXPENSES						0.00	0.00	0.00	0.00
TOTAL EXPENDITURES						**206,121.00**	**164,897.00**	**0.00**	**41,224.00**

B3 **Attachment B3 - Equipment Inventory Schedule**

Attachment B3 - Equipment Inventory Schedule

C **Attachment C - Performance Report Requirements**

Attachment C - Performance/Progress Report Requirements

E **Attachment E - Program Requirements**

Attachment E - Program Specific Requirements

VOCA Crime Victim Assistance- 2021

Facesheet

FOR OFFICE USE ONLY: Version # ______ APP # 729140

1 Demographic Information

a.	Demographic Information Name	Lansing City				
b.	Organizational Unit	CV0047782				
c.	Address	124 W. Michigan Ave.				
d.	Address 2					
e.	City	Lansing	State	MI	Zip	48933-2500
f.	Federal ID Number	38-6004628	Reference No.			069835882

g. Demographic Information fiscal year (beginning month and day) October-01

h. Agency Type

- ( ) Native American Tribes
- ( ) Private, Non-Profit
- (•) Public
- ( ) University

Organization Detail

i. Michigan Solicitation Registration Number: 069835882 — CCR Registration (•) Yes ( ) No

j. State MESC ID Number: 804640000 — Sales Tax License Number:

k. Is agency or project operations held in a facility 50 years or older? (•) Yes ( ) No

l. Agency Type Detail — Nonprofit Organization – Domestic and Family Violence and Sexual Assault Services

Agency Financial Information

m. Please complete and attach the Financial Capability Questionnaire. Download a copy of the form at URL: http://ojp.gov/funding/Apply/Resources/FinancialCapability.pdf — 569_FinanceQuestionairrefy2020.pdf

n. Select the appropriate radio button to indicate the agency method of accounting.

- (•) Accrual
- ( ) Cash
- ( ) Modified Accrual

2 Program / Service Information

a.	Program / Service Information Name	VOCA Crime Victim Assistance- 2021		
b.	Is implementing agency same as Demographic Information	(•) Yes ( ) No		
c.	Implementing Agency Name			
d.	Project Start Date	Oct-01-2020	End Date	Sep-30-2021
e.	Amount of Funds Allocated	$164,897.00	Project Cost	$206,121.00

Service Impact and Victim Population

f. Purpose of VOCA Grant:

Select the appropriate radio button to indicate the purpose of the grant.

- (•) Continue a VOCA-funded victim services project funded in a previous year
- ( ) Expand or enhance an existing project not funded by VOCA in the previous year

- ○ Start up a new victim services project
- ○ Start up a new Native American victim services project
- ○ Expand or enhance an existing Native American victim services project

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3 Certification / Contacts Information

a. Civil Rights

Name	Rodney Anderson				
Title	Civil Rights Contact				
Mailing Address	120 W. Michigan Ave.				
City	Lansing	State	MI	Zip	48933
Telephone	(517) 483-6831			Fax	
E-mail Address	Rodney.Anderson@lansingmi.gov				

b. Project Director

Name	Rosalind Arch				
Title	Director				
Mailing Address	201 S Magnolia				
City	Lansing	State	MI	Zip	48912
Telephone	(517) 899-7959			Fax	(517) 483-6829
E-mail Address	Rosalind.Arch@lansingmi.gov				

c. Financial Officer

Name	Joe McClure				
Title	Financial Officer				
Mailing Address	120 Michigan Ave				
City	Lansing	State	MI	Zip	48933
Telephone	(517) 483-4808			Fax	(517) 483-4524
E-mail Address	joe.mcclure@lansingmi.gov				

d. Authorized Official

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

Certifications

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4 Assurances and Certifications

A. Special Certifications

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

b. ☑ By checking this box, the individual or officer certifies that he or she is authorized to sign the agreement on behalf of the responsible governing board, official or Grantee.

5 Federal Compliance

A Equal Employment Opportunity Plan (EEOP)

Agencies receiving VOCA funding must complete the EEOP Certification Form declaring their compliance with the applicable portion of the EEOP regulations. Non-profit organizations, Indian Tribes, and medical and education institutions are exempt from the EEOP requirement, but they are required to submit a certification form to the Office of Civil Rights (OCR) to claim the exemption.

Please note that your agency is expected to provide all applicable documentation, including the EEOP itself (if applicable), on-site or upon request. If your agency is required to prepare an EEOP and requires technical assistance in doing so, please contact the OCR main line at (202) 307-0690.

For more information about EEOPs and EEOP certifications, please refer to the following website: https://ojp.gov/about/ocr/eeop.htm.

1. Is your agency required to prepare an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. §§42.301-.308? (●) Yes ( ) No

If yes, when was it completed? 09/15/2017

If no, when did your agency last submit the certification form claiming exemption from the EEOP requirement to the Office of Civil Rights?

B Limited English Proficiency (LEP)

Sub-grantees of federal assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency. To meet federal requirements, VOCA sub-grantees must complete a Language Assistance Self-Assessment, including the Four Factor Analysis, and write an LEP plan that outlines their policies and procedures for ensuring victims have access to necessary forms of communication, both written and verbal.

Please note that your agency is expected to provide all applicable documentation on-site or upon request.

For more information, please refer to the following websites:

• Language Assistance Self-Assessment and Planning Tool for Recipients of Federal Financial Assistance: https://www.lep.gov/resources/selfassesstool.htm.

• The Federal Interagency LEP Website: http://www.lep.gov.

1. Is the Self Assessment Review available for review? (●) Yes ( ) No

If yes, when was it completed? 7/10/2018

	If no, by what date will the policy be available for review?		
2.	Is the Four Factor Analysis available for review?	(●) Yes	( ) No
	If yes, when was it completed?	7/10/2018	
	If no, by what date will the policy be available for review?		
3.	Does your agency have a written policy/plan on providing language access to LEP persons?	(●) Yes	( ) No
	If yes, when was it completed?	7/10/2018	
	If no, by what date will the policy be available for review?		

Narrative

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6 Program Synopsis

The Capital Area Response Effort (CARE) was created in 1996 by the Capital Area Domestic and Sexual Violence Coordinating Council to address the unmet crisis intervention needs of crime victims immediately following an incident of domestic violence involving police response. Over twenty years later, the CARE Program continues to serve victims of domestic violence in the Ingham county area by placing their priorities, needs, interests, and access to accurate information at the center of our work with an emphasis on client self-determination.

The CARE Program provides in-person, first response, crisis intervention to victims of domestic violence after being dispatched by police following an assailant's arrest. The program has also developed a partnership with a local hospital, that will dispatch out an advocate to a survivor receiving medical treatment in the emergency room. In-person crisis response is provided by a CARE staff member or trained volunteers. CARE staff/volunteers meet with the victim at the location chosen by the victim and provided to staff/volunteers by the 911 dispatch supervisor or hospital. These locations could include but are not limited to the victim's home, a hospital, or police precinct. CARE staff/volunteers are on-call seven days a week, 365 days a year. CARE responds between 8:00 AM-1:00 AM. Any calls received after 1:00 AM are responded to the next morning at 8:00 AM. CARE is dispatched out to calls by the Lansing, East Lansing, Lansing Township, Meridian Township, and Michigan State University police departments. This initial crisis intervention is designed to respond to the immediate emotional, psychological, physical health, and safety needs of the victim of domestic violence. During their visit, CARE Program staff/volunteers provide empathic listening, education on the dynamics of domestic violence victimization, and share information/community resources to empower the survivor of domestic violence. The CARE Program is able to safety plan with the survivor, including immediate assistance with transportation to a safe location and/or shelter for the night. The CARE Program's personal needs closet is able to provide clients with urgent need items such as, hygiene products, diapers, cleaning supplies etc., from items donated by the community.

After the initial crisis intervention, the CARE Program is in a unique position to provide follow-up services to survivors of domestic violence. The CARE staff/volunteers develop a trusting relationship between the survivor and CARE during their initial visit. As a result, CARE is better able to assist victims of crime to stabilize their lives after victimization, restore a measure of safety and security, as well as, assist victims to understand and participate in the criminal justice system. A CARE staff member is available 77 hours per week (Sun 3pm-1am, Mon-Wed 8am-1am, Th-Fri 8am-5pm) to provide advocacy to clients. Such advocacy can occur over the phone, in-person at our office, at the police station, and at the court house. This follow-up advocacy is directed by the victim and can include working with the victim to assess the impact of the crime on their life, management of practical problems created by the victimization, and identification of resources available to the victim. If the survivor is interested in participating in the criminal justice process, it can involve providing clients with information about their rights and the court process, notification of key court dates, providing transportation, accompanying the victim to court, assisting with victim impact statements, assisting in recovering property that was retained as evidence, assistance with restitution, and advocating on behalf of clients with court personnel and/or law enforcement.

The CARE Program could not fulfil its mission without the work of dedicated community volunteers.

Currently, approximately 35 CARE volunteers provide post-arrest, first response, crisis intervention to survivors of domestic violence. The Volunteer Coordinator conducts a 20-hour training at the agency for each volunteer prior to the volunteer becoming a CARE Program advocate. These trainings occur three times per year. Once they have completed training and cleared a background check, volunteers sign up for shifts with a partner for evening and weekend shifts (Thur. 5pm-1am, Fri. 5pm-1am, Sat. 8am-1am, Sun. 8am-5pm). The volunteers are provided with an on-call bag which contains agency assessment forms and community resources/pamphlets. After their shift, the volunteers return the completed assessment forms to the CARE Program in order for staff to provided follow-up advocacy with the victim. The Volunteer Coordinator facilitates bi-monthly in-services to keep the volunteers trained on new policies/procedures and to build comradery. It truly takes a village to make a difference, and our volunteers are one-of-a-kind, dedicated change-makers.

7 Project Service Area

1. Counties

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

☑ Ingham

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

1. US Congressional Districts

   ☑ US Congress District 8

2. State Senate Districts

   ☑ State Senate District 22 ☑ State Senate District 23

3. State House Districts

   ☑ State House District 67

8 Project Resources

1. Staff Description

CARE staff consists of the following positions: (1) Director/Advocate, (2) Volunteer Coordinator/Advocate, and (3) Victim Advocate. All three staff members are full time. Continued funding is requested for all three staff members.

The Director is responsible managing the CARE office and directing the overall operation of CARE. The Director provides supervision to the Volunteer Coordinator, Victim Advocate, and agency volunteers. The Director is responsible for grant writing and data collection. The Director provides coordination with local police departments, local hospital and court systems to ensure best practices of working with victims of domestic violence are being utilized. The Director is responsible for responding to police dispatch from five local police departments and one local hospital and providing victims of domestic violence immediate crisis intervention, as well as follow-up advocacy.

The Volunteer Coordinator is responsible for responding to police dispatch from five local police departments and one local hospital and providing victims/survivors of domestic violence immediate crisis intervention. This position also provides short term and long term advocacy for victims/survivors of domestic violence. The Volunteer Coordinator is responsible for recruiting, training, and scheduling CARE volunteers.

The Victim Advocate position is responsible for responding to police dispatch from five local police departments and one local hospital and providing victims of domestic violence immediate crisis intervention. This position also provides short term and long term advocacy for victims of domestic violence. The Victim Advocate is also responsible for reaching out by phone to victims of crime when the abusive partner was not arrested by police. The Victim Advocate is responsible for making phone calls to victims, completing data entry, and maintaining files for these clients.

2. Match Waiver

1. Is the agency requesting a match waiver? ○ Yes ◉ No

   If yes, please upload a response to match waiver request questions.

Work Plan

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9 Work Plan

Objective :	Objective 1) To promote long-term safety and emotional healing of adult victims/survivors and their dependent children.
Activity :	Activity 1) The CARE Program will provide in-person, first response, crisis intervention to victims of domestic violence after being dispatched by police following the assailant's arrest. Additionally, the CARE Program will be dispatched out by hospital staff following the admittance of a survivor seeking medical treatment for injuries related to domestic violence. CARE advocates/volunteers will provide information on crime victim rights and the criminal justice system, referrals to community resources, and emotional support. CARE advocates/volunteers will provide follow-up services including assistance with personal protection orders and victim impact statements, transportation/accompaniment at court-related appearances, and individual advocacy such as applying for assistance programs and working with survivors to acquire housing.
Responsible Staff :	Director, Volunteer Coordinator, Victim Advocate, Victim Advocate Volunteers
Date Range :	10/01/2020 - 09/30/2021
Expected Outcome :	Expected Outcome 1) 75% or more of individuals who receive domestic violence services and who complete a survey can identify strategies for enhancing their safety and responding to the risk of future abuse. Expected Outcome 2) 75% of individuals who receive domestic vioence services and who complete a survey will report they know more about community resources.
Measurement :	Measurement 1-1) CARE staff/volunteers will document any oral feedback provided by survivors following the delivery of in-person, first response, crisis intervention services that will address the desired outcomes. Survivors receiving follow-up services will be given the opportunity to complete a servey that will address the desired outcomes. 1-2) CARE staff/volunteers will document any oral feedback provided by survivors following the delivery of in-person, first response, crisis intervention services that will address the desired outcomes. Survivors receiving follow-up services will be given the opportunity to complete a servey that will address the desired outcomes.

Budget

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	Line Item	Qty	Rate	Units	UOM	Total	Amount	Cash	Inkind
DIRECT EXPENSES									
Program Expenses									
1	**Salary & Wages**					Attachment : Organizational Chart.VOCA.GRANT.202.DOCX			
	Other (Specify)-Program Director Attachment : ZZZ_1_Director Position Description.docx	2080.0000	26.760	0.000	HRS	55,661.00	55,661.00	0.00	0.00
	Volunteer Coordinator Attachment : VCOOR_2_Volunteer Coordinator Posit.DOCX	2080.0000	23.230	0.000	HRS	48,318.00	48,318.00	0.00	0.00
	Victim Advocate Attachment : VAD_3_Evening Advocate Position Des.DOCX	2080.0000	18.040	0.000	HRS	37,523.00	37,523.00	0.00	0.00
Total for Salary & Wages						141,502.00	141,502.00	0.00	0.00
2	**Fringe Benefits**								
	Unemployment	0.0000	1.838	27000.000		496.00	496.00	0.00	0.00
	FICA	0.0000	7.650	141502.000		10,825.00	10,825.00	0.00	0.00
Total for Fringe Benefits						11,321.00	11,321.00	0.00	0.00
3	**Volunteer**								
	Victim Advocate Volunteer Attachment :	1551.0000	24.690	0.000	HRS	38,294.00	0.00	0.00	38,294.00

	Line Item	Qty	Rate	Units	UOM	Total	Amount	Cash	Inkind
	VAV_1_volunteer victim advocate pos.DOCX								
4	**Volunteer Fringe Benefits**								
	FICA	0.0000	7.650	38294.200		2,930.00	0.00	0.00	2,930.00
5	**Travel**								
	Staff Development Training Lodging Notes : Our agency has a travel policy and employee travel will not exceed state rate	500.0000	1.000	0.000	VAR	500.00	500.00	0.00	0.00
	Staff Development Training Meals Notes : Our agency has a travel policy and employee travel will not exceed state rate	200.0000	1.000	0.000	VAR	200.00	200.00	0.00	0.00
	Direct Service Mileage	6200.0000	0.575	0.000	VAR	3,565.00	3,565.00	0.00	0.00
	Staff Development Training Mileage	500.0000	0.575	0.000	VAR	288.00	288.00	0.00	0.00
	Staff Development Training Registrations	526.0000	1.000	0.000	VAR	526.00	526.00	0.00	0.00
	Other (Specify)-Parking	600.0000	1.000	0.000	VAR	600.00	600.00	0.00	0.00
Total for Travel						5,679.00	5,679.00	0.00	0.00
6	**Supplies & Materials**								
	Photocopier	725.0000	1.000	0.000	NOS	725.00	725.00	0.00	0.00
	Office Supplies - Consummable	1200.0000	1.000	0.000	VAR	1,200.00	1,200.00	0.00	0.00
Total for Supplies & Materials						1,925.00	1,925.00	0.00	0.00

	Line Item	Qty	Rate	Units	UOM	Total	Amount	Cash	Inkind
7	**Contractual**								
8	**Equipment**								
9	**Other Expenses**								
	Communication - Cellular Phone Service	180.0000	12.000	0.000	MTH	2,160.00	2,160.00	0.00	0.00
	Communication - Office Phone Service	60.0000	12.000	0.000	MTH	720.00	720.00	0.00	0.00
	Other (Specify)-Data Service For Tablets	132.5000	12.000	0.000	MTH	1,590.00	1,590.00	0.00	0.00
Total for Other Expenses						4,470.00	4,470.00	0.00	0.00
Total Program Expenses						206,121.00	164,897.00	0.00	41,224.00
TOTAL DIRECT EXPENSES						206,121.00	164,897.00	0.00	41,224.00
INDIRECT EXPENSES									
Indirect Costs									
1	**Indirect Costs**								
2	**Cost Allocation Plan**								
Total Indirect Costs						0.00	0.00	0.00	0.00
TOTAL INDIRECT EXPENSES						0.00	0.00	0.00	0.00
TOTAL EXPENDITURES						**206,121.00**	**164,897.00**	**0.00**	**41,224.00**

	Category	Total	Amount	Cash	Inkind	Narrative
DIRECT EXPENSES						
Program Expenses						
1	Salary & Wages	141,502.00	141,502.00	0.00	0.00	
2	Fringe Benefits	11,321.00	11,321.00	0.00	0.00	
3	Volunteer	38,294.00	0.00	0.00	38,294.00	
4	Volunteer Fringe Benefits	2,930.00	0.00	0.00	2,930.00	
5	Travel	5,679.00	5,679.00	0.00	0.00	
6	Supplies & Materials	1,925.00	1,925.00	0.00	0.00	
7	Contractual	0.00	0.00	0.00	0.00	
8	Equipment	0.00	0.00	0.00	0.00	
9	Other Expenses	4,470.00	4,470.00	0.00	0.00	
Total Program Expenses		206,121.00	164,897.00	0.00	41,224.00	
TOTAL DIRECT EXPENSES		206,121.00	164,897.00	0.00	41,224.00	
INDIRECT EXPENSES						
Indirect Costs						
1	Indirect Costs	0.00	0.00	0.00	0.00	
2	Cost Allocation Plan	0.00	0.00	0.00	0.00	
Total Indirect Costs		0.00	0.00	0.00	0.00	
TOTAL INDIRECT EXPENSES		0.00	0.00	0.00	0.00	
TOTAL EXPENDITURES		**206,121.00**	**164,897.00**	**0.00**	**41,224.00**	

Source of Funds

	Category	Total	Amount	Cash	Inkind	Narrative
1	**Source of Funds**					
	Fees and Collections	0.00	0.00	0.00	0.00	
	State Agreement	164,897.00	164,897.00	0.00	0.00	
	Local	0.00	0.00	0.00	0.00	
	Federal	0.00	0.00	0.00	0.00	
	Foundation Grant	0.00	0.00	0.00	0.00	
	United Way Grant	0.00	0.00	0.00	0.00	
	Contributions	0.00	0.00	0.00	0.00	
	Volunteer	41,224.00	0.00	0.00	41,224.00	
	Other(s)	0.00	0.00	0.00	0.00	
	Total Source of Funds	206,121.00	164,897.00	0.00	41,224.00	
	Totals	206,121.00	164,897.00	0.00	41,224.00	

Miscellaneous

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13 Supporting documentation, if required

Attachment Title	Attachment

Attachments Index

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#	Section	Title	File Name
1	VOCA Crime Victim Assistance- 2021	569_FinanceQuestionairrefy2020.pdf	13506_0_569_FinanceQuestionairrefy2020.pdf
2	Budget Detail	Salary & Wages	Organizational Chart.VOCA.GRANT.202.DOCX
3	Budget Detail	Other (Specify)-Program Director	ZZZ_1_Director Position Description.docx
4	Budget Detail	Volunteer Coordinator	VCOOR_2_Volunteer Coordinator Posit.DOCX
5	Budget Detail	Victim Advocate	VAD_3_Evening Advocate Position Des.DOCX
6	Budget Detail	Victim Advocate Volunteer	VAV_1_volunteer victim advocate pos.DOCX

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Approved: OMB No. 1121-0329
Expires 11/30/2020

Background

Recipients' financial management systems and internal controls must meet certain requirements, including those set out in the "Part 200 Uniform Requirements" (2.C.F.R. Part 2800).

Including at a minimum, the financial management system of each OJP award recipient must provide for the following:

(1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, and the name of the Federal agency.

(2) Accurate, current, and complete disclosure of the financial results of each Federal award or program.

(3) Records that identify adequately the source and application of funds for Federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest, and be supported by source documentation.

(4) Effective control over, and accountability for, all funds, property, and other assets. The recipient must adequately safeguard all assets and assure that they are used solely for authorized purposes.

(5) Comparison of expenditures with budget amounts for each Federal award.

(6) Written procedures to document the receipt and disbursement of Federal funds including procedures to minimize the time elapsing between the transfer of funds from the United States Treasury and the disbursement by the OJP recipient.

(7) Written procedures for determining the allowability of costs in accordance with both the terms and conditions of the Federal award and the cost principles to apply to the Federal award.

(8) Other important requirements related to retention requirements for records, use of open and machine readable formats in records, and certain Federal rights of access to award-related records and recipient personnel.

1. Name of Organization and Address:

Organization Name: Lansing, City of

Street1: 124 W. Michigan Ave

Street2:

City: Lansing

State: MICHIGAN

Zip Code: 48933

2. Authorized Representative's Name and Title:

Prefix: First Name: Daryl Middle Name:

Last Name: Green Suffix:

Title: Chief of Police

3. Phone: 517-483-6040 4. Fax:

5. Email: Daryl.Green@Lansingmi.gov

6. Year Established:	7. Employer Identification Number (EIN):	8. DUNS Number:
	38-6004628	06-983-5882

9. a) Is the applicant entity a nonprofit organization (including a nonprofit institution of higher education) as described in 26 U.S.C. 501(c)(3) and exempt from taxation under 26 U.S.C. 501(a)? ☒ Yes ☐ No

If "No" skip to Question 10.

If "Yes", complete Questions 9. b) and 9. c).

AUDIT INFORMATION

9. b) Does the applicant nonprofit organization maintain offshore accounts for the purpose of avoiding paying the tax described in 26 U.S.C. 511(a)?	☐ Yes ☒ No
9. c) With respect to the most recent year in which the applicant nonprofit organization was required to file a tax return, does the applicant nonprofit organization believe (or assert) that it satisfies the requirements of 26 C.F.R. 53.4958-6 (which relate to the reasonableness of compensation of certain individuals)? If "Yes", refer to "Additional Attachments" under "What An Application Should Include" in the OJP solicitation (or application guidance) under which the applicant is submitting its application. If the solicitation/guidance describes the "Disclosure of Process related to Executive Compensation," the applicant nonprofit organization must provide -- as an attachment to its application -- a disclosure that satisfies the minimum requirements as described by OJP.	☒ Yes ☐ No

For purposes of this questionnaire, an "audit" is conducted by an independent, external auditor using generally accepted auditing standards (GAAS) or Generally Governmental Auditing Standards (GAGAS), and results in an audit report with an opinion.

10. Has the applicant entity undergone any of the following types of audit(s)(Please check all that apply):

- ☒ "Single Audit" under OMB A-133 or Subpart F of 2 C.F.R. Part 200
- ☒ Financial Statement Audit
- ☐ Defense Contract Agency Audit (DCAA)
- ☐ Other Audit & Agency (list type of audit):
- ☐ None (if none, skip to question 13)

11. Most Recent Audit Report Issued: ☒ Within the last 12 months ☐ Within the last 2 years ☐ Over 2 years ago ☐ N/A

Name of Audit Agency/Firm: Rehmann Robson

AUDITOR'S OPINION

12. On the most recent audit, what was the auditor's opinion?

☒ Unqualified Opinion ☐ Qualified Opinion ☐ Disclaimer, Going Concern or Adverse Opinions ☐ N/A: No audits as described above

Enter the number of findings (if none, enter "0"): 4
Enter the dollar amount of questioned costs (if none, enter "$0"): $-Ø-

Were material weaknesses noted in the report or opinion? ☒ Yes ☐ No

13. Which of the following best describes the applicant entity's accounting system:
☐ Manual ☒ Automated ☐ Combination of manual and automated

14. Does the applicant entity's accounting system have the capability to identify the receipt and expenditure of award funds separately for each Federal award?	☒ Yes ☐ No ☐ Not Sure
15. Does the applicant entity's accounting system have the capability to record expenditures for each Federal award by the budget cost categories shown in the approved budget?	☒ Yes ☐ No ☐ Not Sure
16. Does the applicant entity's accounting system have the capability to record cost sharing ("match") separately for each Federal award, and maintain documentation to support recorded match or cost share?	☒ Yes ☐ No ☐ Not Sure

17. Does the applicant entity's accounting system have the capability to accurately track employees actual time spent performing work for each federal award, and to accurately allocate charges for employee salaries and wages for each federal award, and maintain records to support the actual time spent and specific allocation of charges associated with each applicant employee?	☒ Yes ☐ No ☐ Not Sure
18. Does the applicant entity's accounting system include budgetary controls to preclude the applicant entity from incurring obligations or costs that exceed the amount of funds available under a federal award (the total amount of the award, as well as the amount available in each budget cost category)?	☒ Yes ☐ No ☐ Not Sure
19. Is applicant entity familiar with the "cost principles" that apply to recent and future federal awards, including the general and specific principles set out in 2 C.F.R Part 200?	☒ Yes ☐ No ☐ Not Sure
PROPERTY STANDARDS AND PROCUREMENT STANDARDS	
20. Does the applicant entity's property management system(s) maintain the following information on property purchased with federal award funds (1) a description of the property; (2) an identification number; (3) the source of funding for the property, including the award number; (4) who holds title; (5) acquisition date; (6) acquisition cost; (7) federal share of the acquisition cost; (8) location and condition of the property; (9) ultimate disposition information?	☒ Yes ☐ No ☐ Not Sure
21. Does the applicant entity maintain written policies and procedures for procurement transactions that -- (1) are designed to avoid unnecessary or duplicative purchases; (2) provide for analysis of lease versus purchase alternatives; (3) set out a process for soliciting goods and services, and (4) include standards of conduct that address conflicts of interest?	☒ Yes ☐ No ☐ Not Sure
22. a) Are the applicant entity's procurement policies and procedures designed to ensure that procurements are conducted in a manner that provides full and open competition to the extent practicable, and to avoid practices that restrict competition?	☒ Yes ☐ No ☐ Not Sure
22. b) Do the applicant entity's procurement policies and procedures require documentation of the history of a procurement, including the rationale for the method of procurement, selection of contract type, selection or rejection of contractors, and basis for the contract price?	☒ Yes ☐ No ☐ Not Sure
23. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from entering into a procurement contract under a federal award with any entity or individual that is suspended or debarred from such contracts, including provisions for checking the "Excluded Parties List" system (www.sam.gov) for suspended or debarred sub-grantees and contractors, prior to award?	☒ Yes ☐ No ☐ Not Sure
TRAVEL POLICY	
24. Does the applicant entity: (a) maintain a standard travel policy? ☒ Yes ☐ No (b) adhere to the Federal Travel Regulation (FTR)? ☒ Yes ☐ No	
SUBRECIPIENT MANAGEMENT AND MONITORING	
25. Does the applicant entity have written policies, procedures, and/or guidance designed to ensure that any subawards made by the applicant entity under a federal award -- (1) clearly document applicable federal requirements, (2) are appropriately monitored by the applicant, and (3) comply with the requirements in 2 CFR Part 200 (see 2 CFR 200.331)?	☒ Yes ☐ No ☐ Not Sure ☐ N/A - Applicant does not make subawards under any OJP awards

26. Is the applicant entity aware of the differences between subawards under federal awards and procurement contracts under federal awards, including the different roles and responsibilities associated with each?	[x] Yes [ ] No [ ] Not Sure [ ] N/A - Applicant does not make subawards under any OJP awards
27. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from making a subaward under a federal award to any entity or individual is suspended or debarred from such subawards?	[x] Yes [ ] No [ ] Not Sure [ ] N/A - Applicant does not make subawards under any OJP awards

DESIGNATION AS 'HIGH-RISK' BY OTHER FEDERAL AGENCIES

28. Is the applicant entity designated "high risk" by a federal grant-making agency outside of DOJ? (High risk includes any status under which a federal awarding agency provides additional oversight due to the applicant's past performance, or other programmatic or financial concerns with the applicant.)

[ ] Yes [x] No [ ] Not Sure

If "Yes", provide the following:

(a) Name(s) of the federal awarding agency:

(b) Date(s) the agency notified the applicant entity of the "high risk" designation:

(c) Contact information for the "high risk" point of contact at the federal agency:

Name:

Phone:

Email:

(d) Reason for "high risk" status, as set out by the federal agency:

CERTIFICATION ON BEHALF OF THE APPLICANT ENTITY

(Must be made by the chief executive, executive director, chief financial officer, designated authorized representative ("AOR"), or other official with the requisite knowledge and authority)

On behalf of the applicant entity, I certify to the U.S. Department of Justice that the information provided above is complete and correct to the best of my knowledge. I have the requisite authority and information to make this certification on behalf of the applicant entity.

Name: Daryl Green Date: 12AUG2019

Title: [ ] Executive Director [ ] Chief Financial Officer [ ] Chairman

[x] Other: Chief of Police

Phone: 517-483-4801

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

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

WHEREAS, the LPD was informed on August 6, 2020, that it has been selected to receive reimbursement funding of salaries and fringes not to exceed $98,807; and

WHEREAS, in addition to the $98,807 amount, there is a local match amount of $32,936 (25% of total grant amount of $131,743); 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 October 1, 2020 through September 30, 2021;

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 $98,807; and

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

Grant Agreement Between
Michigan Department of Health and Human Services
hereinafter referred to as the "Department"
and
Lansing City
124 W. Michigan Ave.
Lansing MI 48933 2500
Federal I.D.#: 38-6004628, DUNS#: 069835882
hereinafter referred to as the "Grantee"
for
STOP Violence Against Women Grant - 2021
Part 1

1. Period of Agreement:

This Agreement will commence on the date of the Grantee's signature or October 1, 2020, whichever is later, and continue through September 30, 2021. No activity will be performed and no costs to the state will be incurred prior to October 1, 2020 or the effective date of the Agreement, whichever is later. Throughout the Agreement, the date of the Grantee's signature or October 1, 2020, whichever is later, shall be referred to as the start date. This Agreement is in full force and effect for the period specified.

2. Program Budget and Agreement Amount:

A. Agreement Amount

The total amount of this Agreement is $131,743.00. Under the terms of this Agreement, the Department will provide funding not to exceed $98,807.00. The source of funding provided by the Department and approved indirect rate shall be followed as described in Attachment 1 of this Agreement, which is part of this Agreement.

The Agreement is designated as a:
X Subrecipient relationship (federal funding); or
Recipient (non-federal funding).

The Agreement is designated as:
Research and development project; or
X Not a research and development project.

B. Equipment Purchases and Title

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

C. Deviation Allowance

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

3. Purpose:

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

4. Statement of Work:

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

5. Financial Requirements:

The financial requirements shall be followed as described in Part 2 and Attachment B, which are part of this Agreement.

6. Performance/Progress Report Requirements:

The progress reporting methods shall be followed as described in Part 2 and Attachment C, which are part of this Agreement.

7. General Provisions:

The Grantee agrees to comply with the General Provisions outlined in Part 2 and Attachment E, which are part of this Agreement.

8. **Administration of the Agreement:**

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

Patsy Baker	Manager	(517) 335-3705	bakerp2@michigan.gov
Name	Title	Telephone No.	Email Address

9. **Grantee's Financial Contact for the Agreement:**

The financial contact acting on behalf of the Grantee for this Agreement is:

Joe McClure	Financial Officer
Name	Title
joe.mcclure@lansingmi.gov	(517) 483-4808
E-Mail Address	Telephone No.

10. Special Conditions:

A. This Agreement is valid upon approval and execution by the Department which may be contingent upon approval by the State Administrative Board and signature by the Grantee.

B. This Agreement is conditionally approved subject to and contingent upon the availability of funds.

C. Based on the availability of funding, the Department may specify the amount of funding the Grantee may expend during a specific time period within the Agreement Period.

D. The Department will not assume any responsibility or liability for costs incurred by the Grantee prior to the start date of this Agreement.

E. The Grantee is required by 2004 PA 533 to receive payments by electronic funds transfer.

11. Special Certification:

The individual or officer signing this Agreement certifies by their signature that they are authorized to sign this Agreement on behalf of the responsible governing board, official or Grantee.

12. Signature Section:

For the GRANTEE
Lansing City

Daryl Green Program Director 09/28/2020

Name Title Date

For the Michigan Department of Health and Human Services

Jeanette Hensler 09/25/2020

Jeanette Hensler, Director Date
Grants Division, Bureau of Grants and Purchasing

Part 2
General Provisions

I. Responsibilities - Grantee

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

A. Publication Rights

1. Copyright materials only when the Grantee exclusively develops books, films or other such copyrightable materials through activities supported by this Agreement. The copyrighted materials cannot include recipient information or personal identification data. Grantee provides the Department a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such materials copyrighted by the Grantee and authorizes others to reproduce and use such materials.
2. Obtain prior written authorization from the Department's Office of Communications for any materials copyrighted by the Grantee or modifications bearing acknowledgment of the Department's name prior to reproduction and use of such materials. The state of Michigan may modify the material copyrighted by the Grantee and may combine it with other copyrightable intellectual property to form a derivative work. The state of Michigan will own and hold all copyright and other intellectual property rights in any such derivative work, excluding any rights or interest granted in this Agreement to the Grantee. If the Grantee ceases to conduct business for any reason or ceases to support the copyrightable materials developed under this Agreement, the state of Michigan has the right to convert its licenses into transferable licenses to the extent consistent with any applicable obligations the Grantee has.
3. Obtain written authorization, at least 14 days in advance, from the Department's Office of Communications and give recognition to the Department in any and all publications, papers and presentations arising from the Agreement activities.
4. Notify the Department's Bureau of Grants and Purchasing 30 days before applying to register a copyright with the U.S. Copyright Office. The Grantee must submit an annual report for all copyrighted materials developed by the Grantee through activities supported by this Agreement and must submit a final invention statement and certification within 60 days of the end of the Agreement period.
5. Not make any media releases related to this Agreement, without prior written authorization from the Department's Office of Communications.

B. **Fees**

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

C. **Grant Program Operation**

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

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

D. **Reporting**

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

E. **Record Maintenance/Retention**

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

F. **Authorized Access**

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

and personnel related to this Agreement, to the extent authorized by applicable state or federal law, rule or regulation.

2. Acknowledge the rights of access in this section are not limited to the required retention period. The rights of access will last as long as the records are retained.

3. Cooperate and provide reasonable assistance to authorized representatives of the Department and others when those individuals have access to the Grantee's grant records.

G. Audits

This section only applies to Grantees designated as subrecipients by the Department (see Part 1, Section II.A.).

1. Required Audit or Audit Exemption Notice

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

   a. Single Audit

      Grantees that are a state, local government or non-profit organization that expend $750,000 or more in federal awards during the Grantee's fiscal year must submit a Single Audit to the Department, regardless of the amount of funding received from the Department. The Single Audit must comply with the requirements of 2 CFR 200 Subpart F. The Single Audit reporting package must include all components described in 2 CFR 200.512 (c).

   b. Financial Related Audit

      Grantees that are for-profit organizations that expend $750,000 or more in federal awards during the Grantee's fiscal year must submit either a financial related audit prepared in accordance with Government Auditing Standards relating to all federal awards, or an audit that meets the requirements contained in 2 CFR 200 Subpart F, if required by the federal awarding agency.

   c. Audit Exemption Notice

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

2. Financial Statement Audit

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

3. Due Date and Where to Send

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

4. Penalty

a. Delinquent Single Audit or Financial Related Audit

If the Grantee does not submit the required Single Audit or Financial Related Audit, including any management letter and applicable corrective action plan(s) within nine months after the end of the Grantee's fiscal year, the Department may withhold from any payment from the Department to the Grantee an amount equal to five percent of the audit year's grant funding (not to exceed $200,000) until the required filing is received by the Department. The Department may retain the amount withheld if the Grantee is more than 120 days delinquent in meeting the filing requirements. The Department may terminate any current grant agreements if the Grantee is more than 180 days delinquent in meeting the filing requirements.

b. Delinquent Audit Exemption Notice

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

5. Other Audits

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

H. Subrecipient/Contractor Monitoring

1. When passing federal funds through to a subrecipient (if the Agreement does not prohibit the passing of federal funds through to a subrecipient), the Grantee must:
    a. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information required by 2 CFR 200.331 (a).
    b. Ensure the subrecipient complies with all the requirements of this Agreement.
    c. Evaluate each subrecipient's risk for noncompliance as required by 2 CFR 200.331(b).
    d. Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations and the terms and conditions of the subawards; that subaward performance goals are achieved; and that all monitoring requirements of 2 CFR 200.331(d) are met including reviewing financial and programmatic reports, following up on corrective actions and issuing management decisions for audit findings.
    e. Verify that every subrecipient is audited as required by 2 CFR 200 Subpart F.
2. Develop a subrecipient monitoring plan that addresses the above requirements and provides reasonable assurance that the subrecipient administers federal awards in compliance with laws, regulations and the provisions of this Agreement, and that performance goals are achieved. The subrecipient monitoring plan should include a risk-based assessment to determine the level of oversight and monitoring activities, such as reviewing financial and performance reports, performing site visits and maintaining regular contact with subrecipients.
3. Establish requirements to ensure compliance for for-profit subrecipients as required by 2 CFR 200.501(h), as applicable.
4. Ensure that transactions with subrecipients/contractors comply with laws, regulations and provisions of contracts or grant agreements in compliance with 2 CFR 200.501(h), as applicable.

I. Notification of Modifications

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

J. Software Compliance

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

K. Human Subjects

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

L. Mandatory Disclosures

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

adversely affect Grantee's viability or financial stability; or

2. A governmental or public entity's claim or written allegation of fraud; or

f. A Proceeding involving any license that Grantee is required to possess in order to perform under this Agreement.

2. Notify the Department, at least 90 calendar days before the effective date, of a change in Grantee's ownership or executive management.

M. Statement of Work Progress Reports

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

N. Conflict of Interest and Code of Conduct Standards

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

O. Travel Costs

1. Be reimbursed for travel cost (including mileage, meals and lodging) budgeted and incurred related to activities provided under this Agreement.
2. If the Grantee has a documented policy related to travel reimbursement for employees and if the Grantee follows that documented policy, the Department will reimburse the Grantee for travel costs at the Grantee's documented reimbursement rate for employees. Otherwise, the state of Michigan travel reimbursement rate applies.
3. State of Michigan travel rates may be found at the following website:

http://www.michigan.gov/dtmb/0.5552.7-150-9141_13132-.00.html.

4. International travel must be pre-approved by the Department and itemized in the budget.

P. Federal Funding Accountability and Transparency Act (FFATA)

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

Q. Insurance Requirements

1. Maintain at least a minimum of the insurances or governmental self-insurances listed below and be responsible for all deductibles. All required insurance or self-insurance must:
   a. Protect the state of Michigan from claims that may arise out of, are alleged to arise out of, or result from Grantee's or a subcontractor's performance;
   b. Be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the state; and
   c. Be provided by a company with an A.M. Best rating of "A-" or better and a financial size of VII or better.
2. Insurance Types
   a. Commercial General Liability Insurance or Governmental Self-Insurance: Except for Governmental Self-Insurance, policies must be endorsed to add "the state of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04.

      If the Grantee will interact with children, schools, or the cognitively impaired, the Grantee must maintain appropriate insurance coverage related to sexual abuse and molestation liability.
   b. Workers' Compensation Insurance or Governmental Self-

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

c. Employers Liability Insurance or Governmental Self-Insurance

d. Privacy and Security Liability (Cyber Liability) Insurance: cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.

3. Require that subcontractors maintain the required insurances contained in this Section.

4. This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of the Grantee from any obligations under this Agreement.

5. Each Party must promptly notify the other Party of any knowledge regarding an occurrence which the notifying Party reasonably believes may result in a claim against either Party. The Parties must cooperate with each other regarding such claim.

R. Fiscal Questionnaire

1. Complete and upload the yearly fiscal questionnaire to the EGrAMS agency profile within three months of the start of the Agreement.

2. The fiscal questionnaire template can be found in EGrAMS documents.

S. Criminal Background Check

1. Conduct or cause to be conducted a search that reveals information similar or substantially similar to information found on an Internet Criminal History Access Tool (ICHAT) check and a national and state sex offender registry check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with clients or has access to client information.

   a. ICHAT: http://apps.michigan.gov/ichat

   b. Michigan Public Sex Offender Registry: http://www.mipsor.state.mi.us

   c. National Sex Offender Registry: http://www.nsopw.gov

2 Conduct or cause to be conducted a Central Registry (CR) check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with children.

   a. Central Registry: http://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330---,00.html

3. Require each new employee, employee, subcontractor, subcontractor employee or volunteer who, under this Agreement, works directly with

clients or who has access to client information to notify the Grantee in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator, at hire or within 10 days of the event after hiring.

4. Determine whether to prohibit any employee, subcontractor, subcontractor employee, or volunteer from performing work directly with clients or accessing client information related to clients under this Agreement, based on the results of a positive ICHAT response or reported criminal felony conviction or perpetrator identification.
5. Determine whether to prohibit any employee, subcontractor, subcontractor employee or volunteer from performing work directly with children under this Agreement, based on the results of a positive CR response or reported perpetrator identification.
6. Require any employee, subcontractor, subcontractor employee or volunteer who may have access to any databases of information maintained by the federal government that contain confidential or personal information, including but not limited to federal tax information, to have a fingerprint background check performed by the Michigan State Police.

II. Responsibilities - Department

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

A. Reimbursement

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

B. Report Forms

Provide any report forms and reporting formats required by the Department at the start date of this Agreement, and provide to the Grantee any new report forms and reporting formats proposed for issuance thereafter at least 30 days prior to their required usage in order to afford the Grantee an opportunity to review.

III. Assurances

The following assurances are hereby given to the Department:

A. Compliance with Applicable Laws

The Grantee will comply with applicable federal and state laws, guidelines, rules and regulations in carrying out the terms of this Agreement. The Grantee will also comply with all applicable general administrative requirements, such as 2 CFR 200, covering cost principles, grant/agreement principles and audits, in carrying out the terms of this Agreement. The Grantee will comply with all applicable requirements in the original grant awarded to the Department if the Grantee is a subgrantee. The Department may determine that the Grantee has not complied with applicable federal or state laws, guidelines, rules and regulations in carrying out the terms of this Agreement and may then terminate this Agreement under Part 2, Section V.

B. **Anti-Lobbying Act**

The Grantee will comply with the Anti-Lobbying Act (31 USC 1352) as revised by the Lobbying Disclosure Act of 1995 (2 USC 1601 et seq.), Federal Acquisition Regulations 52.203.11 and 52.203.12, and Section 503 of the Departments of Labor, Health & Human Services and Education, and Related Agencies section of the current FY Omnibus Consolidated Appropriations Act. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

C. **Non-Discrimination**

1. The Grantee must comply with the Department's non-discrimination statement: The Michigan Department of Health and Human Services will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, height, weight, marital status, gender identification or expression, sexual orientation, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The Grantee further agrees that every subcontract entered into for the performance of any contract or purchase order resulting therefrom, will contain a provision requiring non-discrimination in employment, activity delivery and access, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act (1976 PA 453, as amended; MCL 37.2101 et seq.) and the Persons with Disabilities Civil Rights Act (1976 PA 220, as amended; MCL 37.1101 et seq.), and any breach thereof may be regarded as a material breach of this Agreement.
2. The Grantee will comply with all federal and state statutes relating to nondiscrimination. These include but are not limited to:
   a. Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination based on race, color or national origin;
   b. Title IX of the Education Amendments of 1972, as amended (20 USC 1681-1683, 1685-1686), which prohibits discrimination based on sex;
   c. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), which prohibits discrimination based on disabilities;
   d. The Age Discrimination Act of 1975, as amended (42 USC 6101-6107), which prohibits discrimination based on age;
   e. The Drug Abuse Office and Treatment Act of 1972 (PL 92-255),

as amended, relating to nondiscrimination based on drug abuse;

f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616) as amended, relating to nondiscrimination based on alcohol abuse or alcoholism;

g. Sections 523 and 527 of the Public Health Service Act of 1944 (42 USC 290dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records;

h. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and,

i. The requirements of any other nondiscrimination statute(s) which may apply to the application.

3. Additionally, assurance is given to the Department that proactive efforts will be made to identify and encourage the participation of minority-owned and women- owned businesses, and businesses owned by persons with disabilities in contract solicitations. The Grantee shall include language in all contracts awarded under this Agreement which (1) prohibits discrimination against minority-owned and women-owned businesses and businesses owned by persons with disabilities in subcontracting; and (2) makes discrimination a material breach of contract.

D. Debarment and Suspension

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor;
2. Have not within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) or private transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2;
4. Have not within a five-year period preceding this Agreement had one or

more public transactions (federal, state or local) terminated for cause or default; and

5. Have not committed an act of so serious or compelling a nature that it affects the Grantee’s present responsibilities.

E. **Federal Requirement: Pro-Children Act**

1. The Grantee will comply with the Pro-Children Act of 1994 (PL 103-227; 20 USC 6081, et seq.), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by and used routinely or regularly for the provision of health, day care, early childhood development activities, education or library activities to children under the age of 18, if the activities are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children’s activities that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children’s activities provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; activity providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The Grantee also assures that this language will be included in any subawards which contain provisions for children’s activities.

2. The Grantee also assures, in addition to compliance with PL 103-227, any activity or activity funded in whole or in part through this Agreement will be delivered in a smoke-free facility or environment. Smoking shall not be permitted anywhere in the facility, or those parts of the facility under the control of the Grantee. If activities are delivered in facilities or areas that are not under the control of the Grantee (e.g., a mall, restaurant or private work site), the activities shall be smoke-free.

F. **Hatch Act and Intergovernmental Personnel Act**

The Grantee will comply with the Hatch Act (5 USC 1501-1508, 5 USC 7321-7326), and the Intergovernmental Personnel Act of 1970 (PL 91-648) as amended by Title VI of the Civil Service Reform Act of 1978 (PL 95-454). Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

G. **Employee Whistleblower Protections**

The Grantee will comply with 41 USC 4712 and shall insert this clause in all subcontracts.

H. Clean Air Act and Federal Water Pollution Control Act

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

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

I. Victims of Trafficking and Violence Protection Act

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

1. This Agreement and anyone working on this Agreement will be subject to PL 106-386 and must comply with all applicable standards, orders or regulations issued pursuant to this Act. Violations must be reported to the Department.

J. Procurement of Recovered Materials

The Grantee will comply with section 6002 of the Solid Waste Disposal Act of 1965 (PL 89-272), as amended.

1. This Agreement and anyone working on this Agreement will be subject to section 6002 of PL 89-272, as amended, and must comply with all applicable standards, orders or regulations issued pursuant to this act. Violations must be reported to the Department.

K. Subcontracts

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

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

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

   a. Contains additional non-conflicting provisions not set forth in this Agreement
   b. Restates provisions of this Agreement to afford the Grantee the same or substantially the same rights and privileges as the Department; or
   c. Requires the subcontractor to perform duties and/or activities in

less time than that afforded the Grantee in this Agreement.

3. That the subcontract does not affect the Grantee's accountability to the Department for the subcontracted activity.
4. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and activities.
5. That the Grantee will submit a copy of the executed subcontract if requested by the Department.

L. **Procurement**

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

M. **Health Insurance Portability and Accountability Act**

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

1. The Grantee must not share any protected health information provided by the Department that is covered by HIPAA except as permitted or required by applicable law; or to a subcontractor as appropriate under this Agreement.
2. The Grantee will ensure that any subcontractor will have the same obligations as the Grantee not to share any protected health data and information from the Department that falls under HIPAA requirements in the terms and conditions of the subcontract.
3. The Grantee must only use the protected health data and information for the purposes of this Agreement.
4. The Grantee must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Grantee's employees.
5. The Grantee must have a policy and procedure to immediately report to the Department any suspected or confirmed unauthorized use or disclosure of protected health information that falls under the HIPAA requirements of which the Grantee becomes aware. The Grantee will work with the Department to mitigate the breach and will provide

assurances to the Department of corrective actions to prevent further unauthorized uses or disclosures. The Department may demand specific corrective actions and assurances and the Grantee must provide the same to the Department.

6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Part 2, Section V.

7. In accordance with HIPAA requirements, the Grantee is liable for any claim, loss or damage relating to unauthorized use or disclosure of protected health data and information, including without limitation the Department's costs in responding to a breach, received by the Grantee from the Department or any other source.

8. The Grantee will enter into a business associate agreement should the Department determine such an agreement is required under HIPAA.

N. Website Incorporation

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

O. Survival

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

P. Non-Disclosure of Confidential Information

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

2. Meaning of Confidential Information

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

   a. Has been marked "confidential" or with words or similar meaning, at the time of disclosure by such party;

b. If disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning;

c. Should reasonably be recognized as confidential information of the disclosing party;

d. Is unpublished or not available to the general public; or

e. Is designated by law as confidential.

3. The term "confidential information" does not include any information or documentation that was:

a. Subject to disclosure under the Michigan Freedom of Information Act (FOIA);

b. Already in the possession of the receiving party without an obligation of confidentiality;

c. Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights;

d. Obtained from a source other than the disclosing party without an obligation of confidentiality; or

e. Publicly available when received or thereafter became publicly available (other than through an unauthorized disclosure by, through or on behalf of, the receiving party).

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

Q. Cap on Salaries

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

IV. Financial Requirements

A. Operating Advance

An operating advance may be requested by the Grantee to assist with program operations. The request should be addressed to the Contract

Manager identified in Part 1, Section VIII. The operating advance will be administered as follows:

1. The operating advance amount requested must be reasonable in relation to factors including but not limited to program requirements, the period of the Agreement, and the financial obligation. In no case may the advance exceed the amount required for 60 days of operating expenses. Operating advances will be monitored and adjusted by the Department relative to the Agreement amount.
2. The operating advance must be recorded as an account payable liability to the Department in the Grantee's financial records. The operating advance payable liability must remain in the Grantee's financial records until fully recovered by the Department.
3. The reimbursement for actual expenditures by the Department should be used by the Grantee to replenish the operating advance used for program operations.
4. The operating advance must be returned to the Department within 30 days of the end date of this Agreement unless the Grantee has a recurring agreement with the Department. Subsequent Department agreements may not be executed if an outstanding operational advance has not been repaid.

   The Department may obtain the Michigan Department of Treasury's assistance in collecting outstanding operating advances. The Department will comply with the Michigan Department of Treasury's Due Process procedures prior to forwarding claims to Treasury. Specific Due Process procedures include the following:

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

Failure to respond to the confirmation request may result in the Department recovering all or part of an outstanding operating advance.

B. **Reimbursement Method**

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

C. **Financial Status Report Submission**

The Grantee shall electronically prepare and submit FSRs to the Department via the EGrAMS website http://egrams-mi.com/mdhhs.

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

The grantee employee who submits the FSR is certifying to the best of their knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this Agreement. The individual submitting the FSR should be aware that any false, fictitious or fraudulent information, or the omission of any material facts, may subject them to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

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

D. **Reimbursement Mechanism**

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

E. **Final Obligations and Financial Status Reporting Requirements**

1. Obligation Report

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

2. Department-wide Payment Suspension

A temporary payment suspension is in effect on agreements during the Department's year-end closing period. The Department will notify the Grantee of the date by which FSRs should be submitted to ensure payment prior to the payment suspension period.

3. Final FSRs

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

F. Unobligated Funds

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

G. Indirect Costs

The Grantee may use an approved federal or state indirect rate in their budget calculations and financial status reporting. If the Grantee does not have an existing approved federal or state indirect rate, they may use a 10% de minimis rate in accordance with 2 CFR 200 to recover their indirect costs.

V. Agreement Termination

This Agreement may be terminated without further liability or penalty to the Department for any of the following reasons:

A. By either party by giving 30 days written notice to the other party stating the reasons for termination and the effective date.

B. By either party with 30 days written notice upon the failure of either party to carry out the terms and conditions of this Agreement, provided the alleged defaulting party is given notice of the alleged breach and fails to cure the default within the 30-day period.

C. Immediately if the Grantee or an official of the Grantee or an owner is convicted of any activity referenced in Part 2 Section III. D. of this Agreement during the term of this Agreement or any extension thereof.

VI. Stop Work Order

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

VII. Final Reporting Upon Termination

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

VIII. Severability

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

IX. Waiver

Failure by the Department to enforce any provision of this Agreement will not constitute a waiver of the Department's right to enforce any other provision of this Agreement.

X. Amendments

Any changes to this Agreement will be valid only if made in writing and executed by all parties through an amendment to this Agreement. Any change proposed by the Grantee which would affect the Department funding of any project must be submitted in writing to the Department for approval immediately upon determining the need for such change. The Grantee shall, upon request of the Department and receipt of a proposed amendment, amend this Agreement.

XI. Liability

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

A. The liability, loss, or damage is caused by, or arises out of, the actions of or failure to act on the part of the Grantee, any of its subcontractors, or anyone directly or indirectly employed by the Grantee.

B. Nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Grantee or its employees by statue or court decisions.

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

XII. State of Michigan Agreement

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

Attachment 1

MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES SCHEDULE OF FINANCIAL ASSISTANCE

Lansing City

Source of Funds		Catalog of Federal Domestic Assistance (CFDA)		Federal Award				
Federal / State	**Federal Agency Name**	**Number**	**Title**	**Award Number**	**Title**	**Federal Award Identification No.**	**Award Date**	**Amount**
Federal (03000)	Department of Justice	16.588	Violence Against Women Formula Grants	30431 (18)	DOJSTOP VIOLENCE AGAINST WOMEN Regular PREA and MATCH	2018WFAX0002	09/11/2018	98,807.00
			Total Allocation					98,807.00

The federal funding provided by the Department is $98,807.00.

Attachment 1b - APPROVED INDIRECT RATE

APPROVED INDIRECT RATE (S)

Rate Description	Indirect Rate %	Rate Base $	Total Approved Indirect Costs
Total Approved Indirect Costs			

A Attachment A - Statement of Work

Objective :	• Implement a Focused Deterrence model for Domestic Violence Offenders
Activity :	o Add one (1) investigator position assigned specifically to IPV incidents with an increased responsibly to offender lethality assessment and offender history o Introduce the High Point IPV model into investigations which identify offenders based on an assessment
Responsible Staff :	Capt. Rob Backus
Date Range :	10/01/2020 - 09/30/2021
Expected Outcome :	Prioritizing cases based on offenders and lethality assessments for most intense prosecution and supervision
Measurement :	Incident conviction records, supervision tracking and specific successful investigative efforts

Objective :	• Create a three tiered offender/incident system to address victim safety, repeat offenders
Activity :	Add one (1) prosecutor as part of a three (3) person Domestic IPV Unit to operate in the District's specialty Domestic Court. A tiered system uses prior history and lethality assessments to identify the appropriate tier which correlates to a investigation, prosecution, specialty court and supervision strategy.
Responsible Staff :	APA Alysh Gallagher
Date Range :	10/01/2020 - 09/30/2021
Expected Outcome :	A Domestic Violence Unit which reviews cases and determines which court is appropriate (specialty DV court or vertical prosecution)
Measurement :	Conviction success rate. Recidivism of offenders

Objective :	• Intensify offender pre-trial and post-conviction efforts
Activity :	Research lethality factors present. Utilize previous history to identify appropriate deterrence model. o Dedicated time for deeper, more comprehensive investigation. o Monitor pre-trial behavior for inculpatory statements, violations of bond or protection orders and additional criminal activities. o Conduct more frequent face-to-face supervision efforts to include contact at residence and work for compliance.
Responsible Staff :	Capt Rob Backus
Date Range :	10/01/2020 - 09/30/2021
Expected Outcome :	The supervision will result in initial violations and less violations for individual moving forward once exposed to focused deterrence methods resulting in less recidivism
Measurement :	Number of home visits number of pre-trial and post-conviction violations

B1 Attachment B1 - Program Budget Summary

PROGRAM STOP Violence Against Women Grant - 2021			**DATE PREPARED** 9/28/2020
CONTRACTOR NAME Lansing City			**BUDGET PERIOD** From : 10/1/2020 To : 9/30/2021
MAILING ADDRESS (Number and Street) 124 W. Michigan Ave.			**BUDGET AGREEMENT** ☑ Original ☐ Amendment **AMENDMENT #** 0
CITY Lansing	**STATE** MI	**ZIP CODE** 48933-2500	**FEDERAL ID NUMBER** 38-6004628

	Category	Total	Amount
DIRECT EXPENSES			
Program Expenses			
1	Salary & Wages	66,816.00	50,112.00
2	Fringe Benefits	64,927.00	48,695.00
3	Occupancy	0.00	0.00
4	Communication	0.00	0.00
5	Supplies	0.00	0.00
6	Equipment	0.00	0.00
7	Transportation	0.00	0.00
8	Contractual	0.00	0.00
9	Specific Assistance	0.00	0.00
10	Miscellaneous	0.00	0.00
Total Program Expenses		131,743.00	98,807.00
TOTAL DIRECT EXPENSES		131,743.00	98,807.00
INDIRECT EXPENSES			
Indirect Costs			
1	Indirect Costs	0.00	0.00
2	Cost Allocation Plan	0.00	0.00
Total Indirect Costs		0.00	0.00
TOTAL INDIRECT EXPENSES		0.00	0.00
TOTAL EXPENDITURES		**131,743.00**	**98,807.00**

SOURCE OF FUNDS

	Category	Total	Amount	Cash	Inkind
1	**Source of Funds**				
	Fees and Collections	0.00	0.00	0.00	0.00

	State Agreement	98,807.00	98,807.00	0.00	0.00
	Local	32,936.00	0.00	32,936.00	0.00
	Federal	0.00	0.00	0.00	0.00
	Other	0.00	0.00	0.00	0.00
	Total Source of Funds	131,743.00	98,807.00	32,936.00	0.00
	Totals	131,743.00	98,807.00	32,936.00	0.00

B2 **Attachment B2 - Program Budget - Cost Detail Schedule**

	Line Item	Qty	Rate	Units	UOM	Total
DIRECT EXPENSES						
Program Expenses						
1	**Salary & Wages**					
	Principle Investigator Notes : 9 month salary and fringe=111,158 25% match=$37,053 Wage-54,023 / .75=72,031 72,031 x .25=18008 (local match) 54,023-18008=36015 (state funds) This position is the law enforcement detective	1.0000	66816.000	0.000	FTE	66,816.00
2	**Fringe Benefits**					
	All Composite Rate Notes : 9 month salary and fringe=111,158 25% match=$37,053 Fringe-57,135 / .75=76,180 76,180 x .25=19045 (local match) 57,135-19045=38090 (state funds) Law Enforcement Investigator	0.0000	97.170	66817.000		64,927.00
3	**Occupancy**					
4	**Communication**					
5	**Supplies**					
6	**Equipment**					
7	**Transportation**					
8	**Contractual**					
9	**Specific Assistance**					

	Line Item	Qty	Rate	Units	UOM	Total
10	Miscellaneous					
Total Program Expenses						131,743.00
TOTAL DIRECT EXPENSES						131,743.00
INDIRECT EXPENSES						
Indirect Costs						
1	Indirect Costs					
2	Cost Allocation Plan					
Total Indirect Costs						0.00
TOTAL INDIRECT EXPENSES						0.00
TOTAL EXPENDITURES						**131,743.00**

B3 Attachment B3 - Equipment Inventory Schedule

Attachment B3 - Equipment Inventory Schedule

C Attachment C - Performance Report Requirements

Attachment C - Performance/Progress Report Requirements

E Attachment E - Program Requirements

Attachment E - Program Specific Requirements

STOP Violence Against Women Grant - 2021

Facesheet

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1. Demographic Information

a.	Demographic Information Name	Lansing City			
b.	Organizational Unit	CV0047782			
c.	Address	124 W. Michigan Ave.			
d.	Address 2				
e.	City	Lansing	State MI	Zip	48933-2500
f.	Federal ID Number	38-6004628	Reference No.		069835882

g. Demographic Information fiscal year (beginning month and day) July-01

h. Agency Type

○ Native American Tribes ● Public

1. Select the appropriate radio button to indicate the agency method of accounting.

● Accrual

○ Cash

○ Modified Accrual

2. Program / Service Information

a. Program / Service Information Name STOP Violence Against Women Grant - 2021

b. Is implementing agency same as Demographic Information ● Yes ○ No

c. Implementing Agency Name

d.	Project Start Date	Oct-01-2020	End Date	Sep-30-2021
e.	Amount of Funds Allocated	$98,807.00	Project Cost	$131,743.00

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3. Certification / Contacts Information

a. Project Director

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

b. Authorized Official

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

c. Financial Officer

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

Certifications

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4. Assurances and Certifications

A. SPECIAL CERTIFICATIONS

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

b ☑ By checking this box, the individual or officer certifies that he or she is authorized to sign the agreement on behalf of the responsible governing board, official or Contractor.

Narrative

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5. Program Synopsis

Just as the FY 20 program, the Lansing Police Department will designate a detective to be assigned to the Domestic Violence Specialty Court in Ingham County. This court will work in conjunction with the Ingham County Prosecutor's Officer and District Court 54A Probation.

6. Program Target Area

Counties project will serve (check all that apply):

☐ Alcona	☐ Alger	☐ Allegan
☐ Alpena	☐ Antrim	☐ Arenac
☐ Baraga	☐ Barry	☐ Bay
☐ Benzie	☐ Berrien	☐ Branch
☐ Calhoun	☐ Cass	☐ Charlevoix
☐ Cheboygan	☐ Chippewa	☐ Clare
☐ Clinton	☐ Crawford	☐ Delta
☐ Dickinson	☐ Eaton	☐ Emmet
☐ Genesee	☐ Gladwin	☐ Gogebic
☐ Grand Traverse	☐ Gratiot	☐ Hillsdale
☐ Houghton	☐ Huron	☑ Ingham
☐ Ionia	☐ Iosco	☐ Iron
☐ Isabella	☐ Jackson	☐ Kalamazoo
☐ Kalkaska	☐ Kent	☐ Keweenaw
☐ Lake	☐ Lapeer	☐ Leelanau
☐ Lenawee	☐ Livingston	☐ Luce
☐ Mackinac	☐ Macomb	☐ Manistee
☐ Marquette	☐ Mason	☐ Mecosta
☐ Menominee	☐ Midland	☐ Missaukee
☐ Monroe	☐ Montcalm	☐ Montmorency
☐ Muskegon	☐ Newaygo	☐ Oakland
☐ Oceana	☐ Ogemaw	☐ Ontonagon
☐ Osceola	☐ Oscoda	☐ Otsego
☐ Ottawa	☐ Presque Isle	☐ Roscommon
☐ Saginaw	☐ St. Clair	☐ St. Joseph
☐ Sanilac	☐ Schoolcraft	☐ Shiawassee
☐ Tuscola	☐ Van Buren	☐ Washtenaw
☐ Wayne	☐ Wexford	☐ Out Wayne

Work Plan

FOR OFFICE USE ONLY: Version # ______ APP # ______

7. Workplan

Objective : • Implement a Focused Deterrence model for Domestic Violence Offenders

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

Responsible Staff : Capt. Rob Backus

Date Range : 10/01/2020 - 09/30/2021

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

Measurement : Incident conviction records, supervision tracking and specific successful investigative efforts

Objective : • Create a three tiered offender/incident system to address victim safety, repeat offenders

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

Responsible Staff : APA Alysh Gallagher

Date Range : 10/01/2020 - 09/30/2021

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

Measurement : Conviction success rate. Recidivism of offenders

Objective : • Intensify offender pre-trial and post-conviction efforts

Activity : Research lethality factors present.
Utilize previous history to identify appropriate deterrence model.
o Dedicated time for deeper, more comprehensive investigation.
o Monitor pre-trial behavior for inculpatory statements, violations of bond or protection orders and additional criminal activities.
o Conduct more frequent face-to-face supervision efforts to include contact at residence and work for compliance.

Responsible Staff : Capt Rob Backus

Date Range : 10/01/2020 - 09/30/2021

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

Measurement : Number of home visits
number of pre-trial and post-conviction violations

Budget

FOR OFFICE USE ONLY:	Version # ______	APP # 731744

	Line Item	Qty	Rate	Units	UOM	Total	Amount
DIRECT EXPENSES							
Program Expenses							
1	**Salary & Wages**						
	Principle Investigator Notes : 9 month salary and fringe=111,158 25% match=$37,053 Wage-54,023 / .75=72,031 72,031 x .25=18008 (local match) 54,023-18008=36015 (state funds) This position is the law enforcement detective	1.0000	66816.000	0.000	FTE	66,816.00	50,112.00
2	**Fringe Benefits**				Attachment : Budget Plan.pdf		
	All Composite Rate Notes : 9 month salary and fringe=111,158 25% match=$37,053 Fringe-57,135 / .75=76,180 76,180 x .25=19045 (local match) 57,135-19045=38090 (state funds)	0.0000	97.170	66817.000		64,927.00	48,695.00

	Line Item	Qty	Rate	Units	UOM	Total	Amount
	Law Enforcement Investigator						
3	**Occupancy**						
4	**Communication**						
5	**Supplies**						
6	**Equipment**						
7	**Transportation**						
8	**Contractual**						
9	**Specific Assistance**						
10	**Miscellaneous**						
Total Program Expenses						131,743.00	98,807.00
TOTAL DIRECT EXPENSES						131,743.00	98,807.00
INDIRECT EXPENSES							
Indirect Costs							
1	**Indirect Costs**						
2	**Cost Allocation Plan**						
Total Indirect Costs						0.00	0.00
TOTAL INDIRECT EXPENSES						0.00	0.00
TOTAL EXPENDITURES						**131,743.00**	**98,807.00**

	Category	Total	Amount	Narrative
DIRECT EXPENSES				
Program Expenses				
1	Salary & Wages	66,816.00	50,112.00	
2	Fringe Benefits	64,927.00	48,695.00	Fringe Rate 97.17% Dental 2.61 EAP .05 FICA 1.50 Health Insurance 17.32% Life Insurance .26 Retirement 69.14 Unemployment .01 Workers Comp 1.51 Final Leave 1.74 Allowances 1.51 Longevity 1.17 Sick Leave .35
3	Occupancy	0.00	0.00	
4	Communication	0.00	0.00	
5	Supplies	0.00	0.00	
6	Equipment	0.00	0.00	
7	Transportation	0.00	0.00	
8	Contractual	0.00	0.00	

	Category	Total	Amount	Narrative
9	Specific Assistance	0.00	0.00	
10	Miscellaneous	0.00	0.00	
Total Program Expenses		131,743.00	98,807.00	
TOTAL DIRECT EXPENSES		131,743.00	98,807.00	
INDIRECT EXPENSES				
Indirect Costs				
1	Indirect Costs	0.00	0.00	
2	Cost Allocation Plan	0.00	0.00	
Total Indirect Costs		0.00	0.00	
TOTAL INDIRECT EXPENSES		0.00	0.00	
TOTAL EXPENDITURES		**131,743.00**	**98,807.00**	

Source of Funds

	Category	Total	Amount	Cash	Inkind	Narrative
1	**Source of Funds**					
	Fees and Collections	0.00	0.00	0.00	0.00	
	State Agreement	98,807.00	98,807.00	0.00	0.00	
	Local	32,936.00	0.00	32,936.00	0.00	
	Federal	0.00	0.00	0.00	0.00	
	Other	0.00	0.00	0.00	0.00	
	Total Source of Funds	131,743.00	98,807.00	32,936.00	0.00	

	Totals	131,743.00	98,807.00	32,936.00	0.00	

Miscellaneous

FOR OFFICE USE ONLY:	Version # ______	APP # 731744

11. Supporting documentation, if required

Attachment Title	Attachment
Draft MOU to be signed and uploaded by partner Ingham County Prosecutor	14003_0_664_Revised MOU - draft copy.docx
Draft with data showing incident increases	14003_1_934_STOP Grant Investigator 2nd draft.docx
DV statistics	399_LPD stats coded domestic violence.pdf
IPV statistics	74_LPD stats coded IPV.pdf
Fringe Rate Breakdown	248_fringe.pdf

Attachments Index

FOR OFFICE USE ONLY:	Version # ______	APP # 731744

#	Section	Title	File Name
1	Budget Detail	Fringe Benefits	Budget Plan.pdf
2	Miscellaneous	664_Revised MOU - draft copy.docx	14003_0_664_Revised MOU - draft copy.docx
3	Miscellaneous	934_STOP Grant Investigator 2nd draft.docx	14003_1_934_STOP Grant Investigator 2nd draft.docx
4	Miscellaneous	399_LPD stats coded domestic violence.pdf	14003_2_399_LPD stats coded domestic violence.pdf
5	Miscellaneous	74_LPD stats coded IPV.pdf	14003_3_74_LPD stats coded IPV.pdf
6	Miscellaneous	248_fringe.pdf	14003_4_248_fringe.pdf

Andy Schor, Mayor

Lansing Police Department
Central Records/Freedom of Information

120 West Michigan Avenue
Lansing, MI 48933
Phone: (517) 483-4690
Fax: (517) 483-4688

Daryl Green, Chief

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

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

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

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

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

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

Comparison of All Domestics to Intimate Partner Incidents

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

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

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

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

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

CITY OF LANSING, MI
FY 2017 ACTUAL EXPENDITURES
FRINGE BENEFITS RATES
COMPUTATION OF SALARY, HOURLY, FIRE, POLICE, SEASONAL, JUDGES, & CROSSING GUARDS FRINGE BENEFITS RATES

Payroll Group	Salary	Hourly	Fire - Sworn	Police - Sworn	Seasonal / Contract / Temporary	Judges
Total Base	**$ 15,699,259.41**	**$ 6,234,144.16**	**$ 13,018,606.41**	**$ 14,925,210.30**	**$ 3,598,954.91**	**$ 182,872.00**

Allocated Amount of Fringe Benefits by Group (per Schedule A of cost plan)

Payroll Group	Salary	Hourly	Fire - Sworn	Police - Sworn	Seasonal / Contract / Temporary	Judges
Dental Insurance	$ 577,512	$ 263,218	$ 327,506	$ 388,946	$ -	$ 8,404
Disability Insurance	$ 1,332	$ 123,248	$ -	$ -	$ -	$ -
EAP	$ 10,221	$ 4,927	$ 5,846	$ 6,875	$ -	$ 147
FICA	$ 1,251,365	$ 500,020	$ 182,211	$ 224,470	$ 275,320	$ -
Health Insurance	$ 4,141,416	$ 2,115,147	$ 2,193,875	$ 2,584,319	$ -	$ 76,760
Life Insurance	$ 57,877	$ 27,897	$ 33,102	$ 38,931	$ -	$ 833
Retirement Benefits	$ 16,086,343	$ 8,417,372	$ 9,355,552	$ 10,319,206	$ -	$ -
Unemployment	$ 6,693	$ 14,191	$ -	$ 1,449	$ 92,666	$ -
Worker's Compensation	$ 81,604	$ 378,745	$ 259,848	$ 225,327	$ 43,621	$ -
Final Leave Payments	$ 163,829	$ 70,222	$ 212,221	$ 260,191	$ -	$ -
Allowances	$ -	$ -	$ 142,437	$ 225,681	$ -	$ -
UAW Administration	$ -	$ 78,105	$ -	$ -	$ -	$ -
Longevity	$ 255,896	$ 141,204	$ 128,700	$ 174,800	$ -	$ -
Sick Leave Reimbursement	$ 24,113	$ 1,475	$ 21,015	$ 52,664	$ -	$ -
Education Reimbursement	$ -	$ 1,726	$ 3,887	$ 700	$ -	$ -
Total Fringe Benefits	**$ 22,658,201**	**$ 12,137,497**	**$ 12,866,200**	**$ 14,503,559**	**$ 411,607**	**$ 86,144**

Fringe Benefits Rates Computations (benefit amount / group base)

Payroll Group	Salary	Hourly	Fire - Sworn	Police - Sworn	Seasonal / Contract / Temporary	Judges
Dental Insurance	3.68%	4.22%	2.52%	2.61%	0.00%	4.60%
Disability Insurance	0.01%	1.98%	0.00%	0.00%	0.00%	0.00%
EAP	0.07%	0.08%	0.04%	0.05%	0.00%	0.08%
FICA	7.97%	8.02%	1.40%	1.50%	7.65%	0.00%
Health Insurance	26.38%	33.93%	16.85%	17.32%	0.00%	41.97%
Life Insurance	0.37%	0.45%	0.25%	0.26%	0.00%	0.46%
Retirement Benefits	102.47%	135.02%	71.86%	69.14%	0.00%	0.00%
Unemployment	0.04%	0.23%	0.00%	0.01%	2.57%	0.00%
Worker's Compensation	0.52%	6.08%	2.00%	1.51%	1.21%	0.00%
Final Leave Payments	1.04%	1.13%	1.63%	1.74%	0.00%	0.00%
Allowances	0.00%	0.00%	1.09%	1.51%	0.00%	0.00%
UAW Administration	0.00%	1.25%	0.00%	0.00%	0.00%	0.00%
Longevity	1.63%	2.27%	0.99%	1.17%	0.00%	0.00%
Sick Leave Reimbursement	0.15%	0.02%	0.16%	0.35%	0.00%	0.00%
Education Reimbursement	0.00%	0.03%	0.03%	0.00%	0.00%	0.00%
Total Fringe Benefits Rate	**144.33%**	**194.69%**	**98.83%**	**97.17%**	**11.44%**	**47.11%**

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

Approval to Accept HUD $4,589,040 Lead Hazard Control Grant

WHEREAS, the Department of Housing and Urban Development (HUD) has awarded the City of Lansing $4,589,040 in grant funds to be used over a 42 month period to reduce lead hazards in housing; and

WHEREAS, HUD desires timely implementation of grant activities and has requested the City to sign the grant agreement as soon as is practical; and

WHEREAS, the HUD required match of $716,490 will be met by the Development Office using CDBG funds from its existing budget for staff and housing rehabilitation program activities; and

WHEREAS, additional match provided from CDBG funds, and match from owner contributions toward the direct costs of eliminating lead paint hazards will exceed the required 10% match; and

WHEREAS, the Lead Hazard Control Grant will provide funds for lead remediation and clearance in 189 housing units, public outreach and education regarding lead hazards, training in Renovation, Repair and Painting for 50 landlords and Lead Abatement Supervisor training and certification for 50 contractors and workers,

WHEREAS, the elimination of lead hazards in housing occupied by children under the age of sic is a priority under the City's Consolidated Strategy and Plan; and

WHEREAS, grant funds, combined with City of Lansing CDBG local funds, Ingham County Health Department in-kind match funds and owner funds will be sufficient to complete the project as proposed with no additional funds from the City; and

WHEREAS, the City of Lansing is successfully closing out its current 2016 Lead Hazard Reduction Demonstration grant by completing hazard reductions in 143 housing units; and

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council approves the acceptance of the $4,589,040 grant award by HUD for the purpose of completing the activities funded through the 2020 Lead Hazard Control Grant.

BE IT FINALLY RESOLVED that Andy Schor, Mayor of the City of Lansing, is authorized to accept the above described award, and that upon receipt of the final grant agreement from HUD, he shall be authorized to sign the contract and any necessary amendments or ancillary documents, and to establish new and separate accounts as required by HUD for this grant.

Department of Economic Development and Planning
Brian McGrain, Director

Andy Schor, Mayor

Development Office
316 N. Capitol Avenue, Suite D-1
Lansing, Michigan 48933
PH: 517.483.4040 – **FAX**: 517.483.6036
www.lansingmi.gov/development

MEMORANDUM

TO: Andy Schor, Mayor

FROM: Donald J. Kulhanek

DATE: October 2, 2020

SUBJECT: Lead Hazard Reduction Grant; LSL4

Mayor:

AS you already know, the City has been awarded a grant of $4,589,040 to be used over 42 months to reduce lead hazards in housing. The HUD required match is of $716,490 will be met by the Development Office using CDBG funds from its existing budget for staff and housing rehabilitation program activities. This grant follows our successful implementation of Lead Safe Lansing's first three rounds, the last of which concluded earlier this year. We expect to remediate up to 189 housing units.

Please forward this resolution to Council for further action. Let us know if you have any further questions.

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

WHEREAS, Lansing Police Department has submitted application for an annual grant to the Michigan State Police, Grants and Community Services Division for an Automobile Theft Prevention Authority (ATPA) grant; and

WHEREAS, the Lansing Police Department was informed on September 10, 2020, that it has been selected to receive grant funding in the amount of $168,093; and

WHEREAS, The Lansing Police Department has a required local match of $67,237.20 (40%) of the grant; and

WHEREAS, The ATPA portion is $100,855.80 (60%); and

WHEREAS, the grant funds will be utilized solely for the benefit of motor vehicle theft prevention programs and initiatives; and

WHEREAS, the grant period is October 1, 2020 to September 30, 2021.

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of the Automobile Theft Prevention Authority grant in the amount of $168,093 for the program period October 1, 2020 through September 30, 2021; 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 grant funds.

STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE
AUTOMOBILE THEFT PREVENTION AUTHORITY
LANSING

GRETCHEN WHITMER
GOVERNOR

COL. JOSEPH M. GASPER
DIRECTOR

September 10, 2020

Chief Daryl Green
Lansing Police Department
120 West Michigan Avenue
Lansing, Michigan 48933

RE: 23-21 Operation A.R.T.I.C.

Dear Chief Green:

I am pleased to inform you that your application to the Michigan State Police, Grants and Community Services Division, Auto Theft Prevention Authority (ATPA), has been selected to receive grant funding. With a focus on innovative programs that address auto theft and fraud, your efforts are valued and appreciated. The award for your team/project, pending the finalization of the Grant Agreement (contract), is $168,093. The ATPA portion of your award is $100,855.80, and the match requirement is $67,237.20. **Please note that the ATPA Board of Directors has issued a one-time 60/40 funding match for FY2021.** Further details regarding allowable expenditures is contained in the enclosed grant contract.

It is crucial that you read through the entire contract to be sure you and your financial officer are aware of and able to abide by the grant requirements. Contract requirements will be enforced. Non-compliance of contract requirements may result in grant suspension and financial penalties. The deadline for returning your signed contract is September 30, 2020.

If you have any questions or concerns regarding your award, please contact Insp. Michael Johnson, ATPA Executive Director (acting), at JohnsonM45@michigan.gov or 517-243-3232. We look forward to working with you.

Sincerely,

Digitally signed by Insp. Michael Johnson
Date: 2020.09.09 12:37:33 -04'00'

Insp. Michael Johnson, Executive Director (acting)
Automobile Theft Prevention Authority

Enclosure

MICHIGAN STATE POLICE HEADQUARTERS ● 7150 HARRIS DRIVE ● DIMONDALE, MICHIGAN 48821
MAILING ADDRESS ● P.O. BOX 30634 ● LANSING, MICHIGAN 48909
www.michigan.gov/msp ● 517-284-3193

AUTOMOBILE THEFT PREVENTION AUTHORITY (ATPA)
GRANT APPLICATION OVERVIEW

The ATPA was established in 1986 to reduce motor vehicle theft in Michigan. The ATPA provides grants on a competitive basis for programs to reduce motor vehicle theft. Grant funds cannot be used for any other purpose.

Law enforcement agencies, prosecutors, and organizations qualified as a 501(c)(3) non-profit are eligible to apply for an ATPA grant. Grants will only be awarded for enforcement, prosecution, community awareness, and prevention programs aimed at reducing motor vehicle theft.

The grant application is available on the ATPA website at www.michigan.gov/atpa. The application form is located at the bottom of the web page under "ATPA Forms." Be sure to save these files to your computer before completing.

Match Required: Non-profit organizations:

- No matching funds are required.

All other agencies, including law enforcement agencies and prosecuting attorney's offices:

- The matching fund requirement is **50 percent** cash match of the total approved budget.

Deadline: The application must be received on or before **June 1, 2020**. Incomplete applications will not be accepted.

Required: The following must be submitted:

- Completed application with signatures and supporting budget documentation.
- An 8 ½" x 11" map that displays the area served by the proposed project.

In addition, non-profit organizations must provide:

- A copy of the organization's bylaws.
- A copy of the organization's Articles of Incorporation filed with the State of Michigan.
- A copy of the organization's determination letter from the Internal Revenue Service recognizing the organization's tax-exempt status under section 501(c)(3) of the Internal Revenue Code.

Submission: Scan and email an electronic copy of the signature page. This should include the saved electronic version of your application with signatures and supporting documentation. These documents should be emailed to the ATPA at MSPATPA@michigan.gov. **Keep a copy of the entire application for your records, including the instructions and any attachments.**

You DO NOT need to send a paper copy to the ATPA.

For additional information or application assistance, contact the ATPA at MSPATPA@michigan.gov.

ATPA GRANT CONDITIONS

A. DURATION OF GRANT
The grantee understands that grant initiatives may be planned over a period of years; however, each grant will be approved by the ATPA on a yearly basis. The grantee must submit an application each grant year if they wish to continue the grant beyond the initial grant period. The ATPA will approve renewal applications based on the grantee's previous accomplishments and successes.

B. IMPLEMENTATION OF GRANT PROJECT
The grantee agrees to implement the grant within 90 days following the grant award effective date or be subject to automatic cancellation of the grant.

C. PROJECT MODIFICATION (ATPA Project Modification Request form, GRANTS-034)
1. The grantee agrees not to make any modification of the approved budget including, but not limited to, the participating agencies, program, or budget, without the prior written approval of the ATPA.
    a. Grant revisions must be submitted via the GRANTS-034 form to the ATPA at least 30 days in advance of the need for the change. The revision must be approved by the ATPA before the modification may be implemented.
2. The grantee agrees to provide the ATPA with written notification of any changes in personnel to the grant project director position, financial officer, grant project contact, and grant-funded staff.
3. When an agency withdraws an employee from the ATPA team, the ATPA approved budget for that position will remain with the ATPA team. The grant project director must inform the ATPA immediately when the withdrawal occurs by completing and submitting the GRANTS-034 form. The vacant position will become unfunded unless filled within 30 days, or an extension request has been submitted via email to the ATPA and approved in writing by the ATPA.

D. EXPENDITURES
1. The Grantee understands and agrees that all expenditures from the grant will:
    a. Be necessary for the proper and efficient administration of the grant and be allowable to it under the principles and standards provided herein.
    b. Be permissible under state and federal law and consistent with statewide policies, regulations, and practices.
    c. Not result in profit to the grantee or governmental unit.
    d. Be incurred on or after the date of authorization to proceed, or the first day of the grant period, whichever is later, and on or before the end of the grant period.
    e. Be adequately supported by source documentation.
2. The grantee agrees to use the approved purchasing practices and bid procedures required by the applicable agency, jurisdiction, or organization for expenditures involving grant 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 understands that all state agency projects must have a legislative budget appropriation to accept ATPA funds.
5. The grantee agrees to maintain all documentation for costs incurred for a five-year period following the final payment of the grant.
6. Costs incurred prior to the starting date or after the ending date of the grant are ineligible for reimbursement.

E. EQUIPMENT
1. The grantee understands that "equipment" is defined as any non-expendable, tangible, personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit. Items with a useful life of more than one year, but with an acquisition cost of less than $5,000, will not be considered equipment for purposes of this grant. Any equipment purchased through a grant by a state agency must also adhere to all state equipment control procedures.
2. The grantee agrees that all equipment purchased under the grant will be used exclusively for motor vehicle theft prevention purposes, not only during the period of the grant but for the entire useful life of the equipment.

F. RELEASE OF FUNDS
Payments to prosecutors' offices and law enforcement agencies will be made on a reimbursement basis. Payments to non-profit organizations may be paid on an advance basis. All payments are contingent on the grantee being compliant with all terms and conditions of the grant.

G. RETURN OF UNEXPENDED FUNDS
The grantee agrees to return all unexpended grant funds to the ATPA within 60 days after the grant is completed. The check shall be made payable to the "State of Michigan."

H. GRANT PROJECT FUNDING
Any additional funds received or granted as a result of motor vehicle theft prevention activities shall be used to enhance currently funded and/or future motor vehicle theft prevention programs. Funds received include, but are not limited to, forfeiture of cash and receipts from sale of property.

I. AUDIT-MONITORING AND REVIEW
1. The grantee agrees to allow the ATPA and the State Auditor General, and any of their duly authorized representatives, access, for purposes of inspection, audit, monitoring, and examination, to any books, documents, papers, and records of the grantee which are related to this project. The ATPA conducts continual monitoring of the grant to ensure the grant funds have been spent in accordance with state and federal law, including, but not limited to, 1992 PA 174, the policies of the ATPA, and the grant terms and conditions.
2. The ATPA will conduct periodic program and financial reviews of the project. The purpose of these reviews will be to determine adherence to stated financial standards, project goals, and to review the progress of the project in meeting its objectives.

J. GRANT TERMINATION
The grantee understands that this grant project may be terminated if the ATPA concludes that the grantee is not in compliance with state and federal law, the terms and conditions of this grant, or has falsified any information. The ATPA may extend an opportunity for the grantee to demonstrate compliance. When the grant is terminated, the unexpended funds received and unexpended funds granted as a result of motor vehicle theft prevention activities shall be returned to the ATPA no later than 60 days after termination.

K. TRAVEL
In-state or out-of-state travel will be in compliance with current state travel guidelines and restrictions.
The grantee agrees to notify the ATPA in advance for approval of any out-of-state travel utilizing grant funds.

L. PERSONNEL COSTS
As a condition of accepting the grant award, it is understood that grants issued to fund law enforcement or prosecuting attorney personnel will dedicate 100 percent of their regular work hours performing ATPA grant-related work.

N. REPORTING REQUIREMENTS
Grantees must submit quarterly progress and expenditure (financial) reports in accordance with the schedule below. **Both reports must be received prior to ATPA reimbursement, with the exception of non-profit organization advance payments.**

ORGANIZATION TYPE	QUARTERLY PROGRESS AND FINANCIAL REPORTS		DUE DATE
Law Enforcement Agency **Prosecuting Attorney's Office** **Non-Profit Organization**	Progress Reports (GRANTS-037)	10-01-20 to 12-31-20	01-30-21
	Financial Reports (GRANTS-035)	10-01-20 to 12-31-20	01-30-21
	Progress Reports (GRANTS-037)	01-01-21 to 03-31-21	04-30-21
	Financial Reports (GRANTS-035)	01-01-21 to 03-31-21	04-30-21
	Progress Reports (GRANTS-037)	04-01-21 to 06-30-21	07-30-21
	Financial Reports (GRANTS-035)	04-01-21 to 06-30-21	07-30-21
	Financial Reports (GRANTS-035)	07-01-21 to 09-30-21	10-15-21
	Progress Reports (GRANTS-037)	07-01-21 to 09-30-21	10-30-21

ATPA GRANT APPLICATION INSTRUCTIONS

Applicant Information

Name of Applicant Organization: One organizational unit that will be responsible for the administration of the grant in accordance with the grant conditions (e.g., "City of (Blank) Police Department"). This organization will be the fiduciary for the grant. **The fiduciary will be responsible for receiving and distributing grant funds to participating team members, receiving and compiling reports from team members, and submitting grant reports quarterly to the ATPA via email.**

ATPA Grant Project Number: Number referenced on all grant documents (first-time applicants will not have a grantee project number).

Grant Project Title: Short name (acronym).

Authorized Official/Project Director: Individual authorized to enter into an agreement with the ATPA in order to accept grant funds. The ATPA will not pay the salary of the person in this position. This person cannot be the same as the Project Director.

Project Contact: Individual responsible for the implementation of the grant and the submission of the progress reports.

Project Financial Contact: Individual is responsible for gathering necessary financial information from team members and for preparing and submitting required financial reports

Program Information

Provide narratives related to the goals, outcomes, trends, and initiatives of the grant project.

Budget Detail

Sworn Employees: "Sworn employees" are defined as police officers and assistant prosecutors with criminal investigative powers. Enter wages, the cost of fringe benefits, and overtime wages paid for each sworn employee. Add together wages, the cost of fringe benefits, and overtime wages paid and enter the total in the "Total Sworn" column. The "Total Sworn Employees" box at the bottom of the page will automatically add each identified cost for a grand total.

Other Employees: "Other employees" include administrative assistants, motor vehicle theft prevention technicians, vehicle information number etching technicians, etc. Enter wages, the cost of fringe benefits, and overtime wages paid for each other employee. Add together wages, the cost of fringe benefits, and overtime wages paid, and enter the total in the "Total Other" column. The "Total Other Employees" box at the bottom of the page will automatically add each identified cost for a grand total.

Vehicle Usage: "Vehicle usage" includes the lease/purchase of the vehicle, maintenance, gasoline, insurance, and necessary equipment based on your organizational type. Enter all vehicle usage in the columns provided. The total for this section must be manually added and entered in the "Total Vehicle Usage" box; this total does not automatically calculate.

Field Operations: "Field operations" includes equipment and supplies necessary for field operations. Equipment is defined as any non-expendable tangible personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit. Any equipment purchased through a grant to a state agency must also adhere to all state equipment control procedures. Include other costs related to the grant project. Adequate detail and justification must be furnished to support the costs included. Enter all field operations in the columns provided. The total for this section must be manually added and entered in the "Total Field Operations" box; this total does not automatically calculate.

Office Operations: "Office operations" includes equipment and office supplies necessary for office operations, as well as other costs related to the project. Adequate detail and justification must be furnished to support the costs included. Enter all office operations in the columns provided. The total for this section must be manually added and entered in the "Total Office Operations" box; this total does not automatically calculate.

Grand Total: You must manually add together "Total Sworn Employees," "Total Other Employees," "Total Vehicle Usage," "Total Field Operations," and "Total Office Operations" and enter your grand total in the "Grand Total" box.

Eligible Expenditures: (All eligible expenditures listed below with identified amounts are the **ATPA portion**; agencies are responsible for appropriate match. Any expenditure not detailed below must have approval from the ATPA prior to acquisition/purchase.)

- Regular salaries.
- Longevity costs.
- Fringe benefits (FICA, unemployment, workers compensation, retirement, life, medical, dental and vision insurance).
- Overtime hours. Hours must not exceed twenty percent of the total sworn employees budgeted salary/fringe amount. This amount is cumulative for the team and can be utilized at the teams' discretion. For grantees only paying overtime, this limit does not apply.
- Travel and meals. Travel outside normal territory, not to exceed $1,000 per employee/per year.
- Vehicle operation cost. Not to exceed:
  - Law enforcement agency - Calculated at $10,000 per employee/per year; costs are cumulative, not limited per employee. Only vehicles engaged in road patrols/investigations are eligible.
  - Prosecutor's office - $750 per assistant prosecuting attorney/per year for mileage and parking reimbursement.
  - Non-profit organization - $1,500 per employee/per year for mileage reimbursement.
- Office space or utilities. Requires prior approval.
- Office furniture - Requires prior approval.
- Copier purchase/usage. Not to exceed:
  - Law enforcement agency - $1,200 per year.
  - Prosecutor's office - $1,200 per year.
  - Non-profit agency - $2,400 per year.
- Phone installation. Prior approval is required.
- Landline phone purchase/usage. Not to exceed:
  - Law enforcement agency and prosecutor's office - $750 per person/per year.
  - Non-profit agency - $1,500 per year.
- Office supplies. Not to exceed $200 per year/per person.
- Investigative supplies for law enforcement agency (sworn employees only), not to exceed $300 per year/per person.
- Computer purchase. Prior approval is required.
- Cell phone purchase/usage. Prior approval is required.
- Motor vehicle theft-related association dues, including dues to the International Association of Automobile Theft Investigators and Michigan Association of Vehicle Theft Investigators.
- Training or conference for educational purposes relating to vehicle theft/fraud investigations. Prior approval is required.

Ineligible Expenditures: (This is not an all-inclusive list. Prior approval is required for any expenditure(s) not listed below.)

- Inordinate fringes, including, but not limited to, lump-sum payments (e.g., banked sick/vacation time, bonuses, pensions, health benefits, and holiday pay).
- Health care benefit waiver bonuses.
- Indirect costs.
- Expenditure(s) incurred before or after the grant period.
- Any administrative costs not directly related to the administration of this grant.
- In-car terminals and system.

- Law Enforcement Information Network (LEIN) usage fees.
- Vehicle, liability, or professional insurance.
- Non-motor vehicle theft related membership and agency dues.
- Entertainment.
- Expenditures in excess of approved budget.
- Clothing/cleaning/gun allowance.
- Emergency response compensation.
- Show-up pay.
- Educational incentives (e.g., college courses and trade schools).
- First-class travel.
- Costs in applying for this grant (e.g., consultants and grant writers).
- Personnel, including law enforcement officers, not connected to the project to which this grant refers.
- Fundraising and any salaries or expenses associated with the fundraising.
- Legal fees.
- Purchase of promotional items, unless prior approval is received in writing.
- Contributions and donations.
- Fines and penalties.
- Losses from uncollectible bad debts.
- Purchases of land.
- Military-type equipment such as armored vehicles, explosive devices, and other items typically associated with military arsenal.
- Construction costs and/or renovation, including remodeling.
- Expert witness fees.
- Weapons, including tasers.
- Conducting law enforcement operations with the intent of generating revenue for personal or agency gain through deceitful, fraudulent, unethical, or illegal methods.

AUTHORITY: 1992 PA 174
COMPLIANCE: Voluntary, however, a grant will not be approved unless the complete application is submitted.

FY 2021 ATPA GRANT APPLICATION

Email signed application and all required documentation to MSPATPA@michigan.gov. Do not send a paper copy.

Applicant Information

Name of Applicant Organization Lansing Police Department		ATPA Grant Number 23	
Applicant Mailing Address 120 W Michigan Ave	City Lansing	State MI	ZIP Code 48933
Name of Governmental Unit (If applicable) Lansing Police Department	Type of Governmental Unit ☐ State ☒ City ☐ County ☐ Other:		
Address of Governmental Unit (If different from above, include City, State, ZIP Code) Same		Federal Tax ID Number 38-6004628	
Project Title ARTIC	Beginning Date of Grant **October 1, 2020**	Ending Date of Grant **September 30, 2021**	
Project Area (City/Township/County) City of Lansing			
All Agencies Participating in the Project (If cooperative effort) City of Lansing			

The undersigned understand and agree that a grant received as a result of this application is subject to 1992 PA 174, the policies of the ATPA, and the grant conditions, as outlined on pages 2-3. We certify that all information provided is true and accurate.

Name and Title of **AUTHORIZED OFFICIAL/PROJECT DIRECTOR** Chief Daryl Green	Signature		Date Signed 7 MAY 2020
Authorized Official Mailing Address 120 W Michigan Ave	City Lansing	State MI	ZIP Code 48933
Email Address Daryl.Green@Lansingmi.gov	Telephone Number 517-483-4801 EXT.	Cell -	Fax -
Name and Title of **PROJECT CONTACT** Det. Ryan Smith	Signature		Date Signed 5/6/20
Project Director Mailing Address 120 W Michigan Ave	City Lansing	State MI	ZIP Code 48933
Email Address Ryan.Smith@Lansingmi.gov	Telephone Number 517-483-6882 EXT.	Cell -	Fax -
Name and Title of **FINANCIAL CONTACT** Joe McClure - Budget Control Supervisor	Signature Joe McClure		Date Signed 5/11/2020
Financial Contact Mailing Address 120 W Michigan Ave	City Lansing	State MI	ZIP Code 48933
Email Address Joe.McClure@Lansingmi.gov	Telephone Number 517-483-4808 EXT.	Cell -	Fax -

Program Information

LAW ENFORCEMENT

1. General Overview

For the following section, provide specific, detailed explanation of existing motor vehicle theft/fraud issues in your jurisdiction. Include statistics and analysis that validate the issues identified. Describe, in detail, current program/project. New grantees can answer N/A for those questions that do not apply.

What motor vehicle theft/fraud issues exist in your jurisdiction that warrant funding from the ATPA?

Lansing's auto theft is mostly juvenile based and exists as a crime of opportunity. There are some cases that are fraud based, but they remain very low compared to the overall casue of thefts. Lansing is the center of a larger metropolitan area. A large amount of stolen vehicle's from neighboring communities usually find their was into Lansing as well.

Describe any existing organizations, partnerships, or community groups that are involved in the reduction of motor vehicle theft/fraud in your jurisdiction. Have you done any collaboration with them? If so, please advise of any successes you achieved.

I have worked with our neighboring jurisdictions on several motor vehicle theft cases resulting in charges being filed on the same offender(s). Our Department's Community Service Officer has present motor vehicle theft data and concerns to our neighborhood watch organizations. Out Public Information Officer has utilized our social media page as well as local news organizations to give citizens tips about how to keep their vehicles safe.

Have you conducted any community outreach, presentations, or training that would help reduce motor vehicle theft/fraud in your jurisdiction? If so, what impact has it had?

We recently had several local news stories about citizens having their car stolen twice. I provided our PIO with stats/tips that he used to give a statement to the media about how and why vehicle's are stolen, and how to prevent your car from being stolen.

What innovative methods have you implemented to combat, prevent, and/or reduce motor vehicle theft/fraud and list any successes related to those methods?

We have used Social Media, local news, and our Neighborhood Watch programs to help raise awareness and provide preventitive tips to keep yourself from becoming a victim. We also are in possession of a bait car, however there are still technical issues being worked on and the program has not yet been implemented.

Please identify any training or equipment the ATPA could provide to assist with the investigation of motor vehicle theft/fraud crimes.

A laptop computer with LEIN capabilities would be very beneficial to assist with locating and identifying stolen vehicles. As a Detective, I have an umarked car without a computer inside. Often license plates are changed on stolen vehicles which makes it difficult for me to check the validity of a license plate, or having to run the VIN through our dispatch.

2. Program Goals and Objectives

For the following section, explain how you intend to combat, prevent, and reduce motor vehicle theft/fraud. Goals and objectives should be specific, measurable, realistic, and result oriented.

What were your goals for the 2019 grant period, and did you achieve them? If yes, please provide data for your response. (For grant recipients from the prior year only.)

I took over our Department's Motor Vehicle Theft Detective spot in July of 2019. Last year's goals revolved around increased awareness for the public including:

- Social media Posts to continue or increase
- Continued contact through our neighborhood watch organizations
- A new Door to Door initiative to spread awareness and security tips

While an effort was made to increase our social media tips and awareness, due to the change and transition at this position we were unable to implement the Door to Door initiative.

Identify new goals for the 2020 grant period and how you plan to attain the stated goals.
- Continue to work with Neighborhood Watch groups and emphasize the importance of keeping your car doors locked with no keys inside. This can be done by attending Watch meetings and presenting information.
- Identify repeat offenders, especially juvenilles, and work with our Prosecutor's Office to ensure that they are prosecuting these individuals.
- Raise awareness within the department about properly processing a recovered stolen vehicle, ie looking for additional evidence/finger prints. This can be done through departmental trainings/bulletins/pre-shift briefings.

Identify significant accomplishments during the current grant year.
A subject who resides in Lansing was identified and became the target of a multi-jurisdicational investigation. The subject was found to be in possession of multiple stolen vehicles at his residence, and after a search warrant was conducted additional stolen items/evidence were located inside of his residence. Through communications with other agencies, this subject was identified as being involved in crimes in Battle Creek, multiple locations in Jackson County, Meridian Township, Ingham County, and several jurisdictions in the northern part of the state. With each other's help we were able to identify the subject on different cases via video, or had evidence in one jurisdiction that helped another. The subject now has multiple felony cases through out the state that are currently in the court process. Due to the number of cases, he remains in custody while the court cases proceed.

Program Information

PROSECUTORS

1. General Overview

For the following section, provide specific, detailed explanation of existing motor vehicle theft/fraud issues in your jurisdiction. Include statistics and analysis that validate the issues identified. Describe, in detail, current program/project. New grantees can answer N/A for those questions that do not apply.

What motor vehicle theft/fraud issues exist in your jurisdiction that warrant funding from the ATPA?

Describe any existing organizations, partnerships, or community groups that are involved in the reduction of motor vehicle theft/fraud in your jurisdiction. Have you done any collaboration with them? If so, please advise of any successes you achieved.

Have you conducted any community outreach, presentations, or training that would help reduce motor vehicle theft/fraud in your jurisdiction? If so, what impact has it had?

What innovative prosecution methods have you implemented in your jurisdiction to ensure the maximum prosecution for automobile related crimes?

Please identify any training or equipment the ATPA could provide to assist with the prosecution of motor vehicle theft/fraud crimes.

2. Program Goals and Objectives

For the following section, explain how you intend to combat, prevent, and reduce motor vehicle theft/fraud. Goals and objectives should be specific, measurable, realistic, and result oriented.

What were your goals for the 2019 grant period, and did you achieve them? If yes, please provide data for your response. (For grant recipients from the prior year only.)

Identify new goals for the 2020 grant period and how you plan to attain the stated goals.

Identify significant accomplishments during the current grant year.

Program Information

NON-PROFIT COMMUNITY AND TRAINING GROUPS

1. General Overview

For the following section, provide specific, detailed explanation of existing motor vehicle theft/fraud issues in your jurisdiction. Include statistics and analysis that validate the issues identified. Describe, in detail, current program/project. New grantees can answer N/A for those questions that do not apply.

What motor vehicle theft/fraud issues exist in your jurisdiction that warrant funding from the ATPA?

Identify your target population and the geographical target area. Are there unique characteristics or abnormalities in your jurisdiction? (i.e., specific victim groups, organized gang activity, etc.)

Describe any existing organizations, partnerships, or other groups that are involved in the reduction of motor vehicle theft/fraud in your jurisdiction and describe how you work with them.

What innovative methods have you implemented to combat, prevent, and/or reduce motor vehicle theft/fraud and list any successes related to those methods?

Please identify any training or equipment the ATPA could provide to assist with the reduction of motor vehicle theft/fraud crimes in your jurisdiction.

2. Program Goals and Objectives

For the following section, explain how you intend to combat, prevent, and reduce motor vehicle theft/fraud. Goals and objectives should be specific, measurable, realistic, and result oriented.

What were your goals for the 2019 grant period, and did you achieve them? If yes, please provide data for your response. (For grant recipients from the prior year only.)

Identify new goals for the 2020 grant period, and how you plan to attain the stated goals.

How will your organization raise awareness of the auto theft issue in your jurisdiction?

ATPA Budget Detail

BUDGET FOR SWORN EMPLOYEES: Complete each column for each separate position; sworn employees are defined as police officers and assistant prosecutors with criminal investigative powers. Make sure to review overtime eligible guidelines prior to completion. Attach additional pages as needed.

Sworn Employees						
	Name	Title/Position	Agency	Wage, Fringes, Overtime		Total Sworn
1	Ryan Smith	Detective	Lansing Police Department	Wages	$76750.00	$157628 00
				Fringes	$74578.00	
				Overtime	$6300.00	
2				Wages	$0.00	$0.00
				Fringes	$0.00	
				Overtime	$0.00	
3				Wages	$0.00	$0.00
				Fringes	$0.00	
				Overtime	$0.00	
4				Wages	$0.00	$0.00
				Fringes	$0.00	
				Overtime	$0.00	
5				Wages	$0.00	$0.00
				Fringes	$0.00	
				Overtime	$0.00	
6				Wages	$0.00	$0.00
				Fringes	$0.00	
				Overtime	$0.00	
7				Wages	$0.00	$0.00
				Fringes	$0.00	
				Overtime	$0.00	
8				Wages	$0.00	$0.00
				Fringes	$0.00	
				Overtime	$0.00	
9				Wages	$0.00	$0.00
				Fringes	$0.00	
				Overtime	$0.00	
10				Wages	$0.00	$0.00
				Fringes	$0.00	
				Overtime	$0.00	
11				Wages	$0.00	$0.00
				Fringes	$0.00	
				Overtime	$0.00	
12				Wages	$0.00	$0.00
				Fringes	$0.00	
				Overtime	$0.00	
13				Wages	$0.00	$0.00
				Fringes	$0.00	
				Overtime	$0.00	
14				Wages	$0.00	$0.00
				Fringes	$0.00	
				Overtime	$0.00	
			TOTAL SWORN EMPLOYEES			**$157628.00**

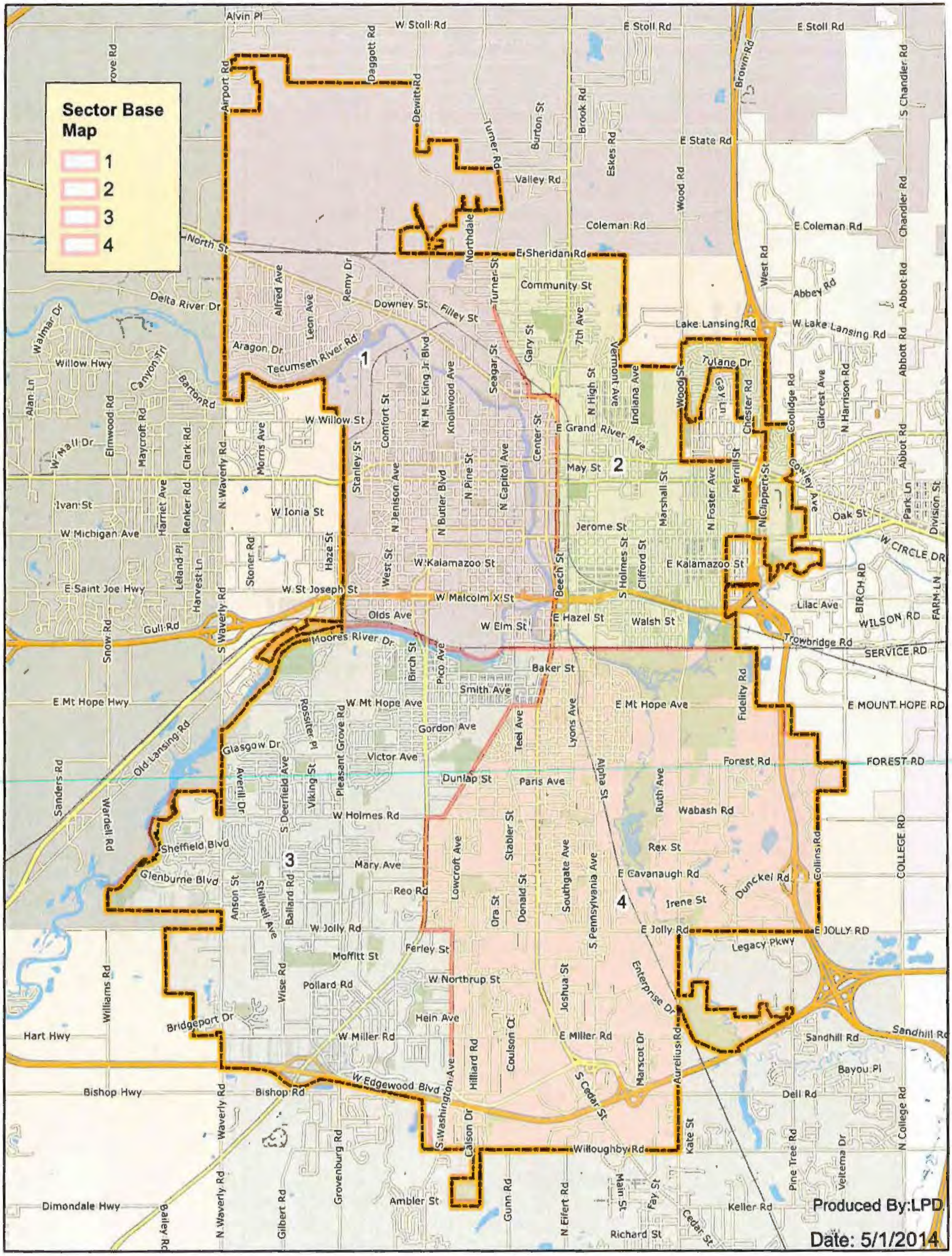
BUDGET FOR OTHER EMPLOYEES: Complete each column for each separate position; other employees include administrative assistants, motor vehicle theft prevention technicians, vehicle information number etching technicians, etc.

Other Employees

	Name	Title/Position	Agency	Wage, Fringes, Overtime		Total Other
1				Wages	$0.00	$0.00
				Fringes	$0.00	
				Overtime	$0.00	
2				Wages	$0.00	$0.00
				Fringes	$0.00	
				Overtime	$0.00	
3				Wages	$0.00	$0.00
				Fringes	$0.00	
				Overtime	$0.00	
4				Wages	$0.00	$0.00
				Fringes	$0.00	
				Overtime	$0.00	
5				Wages	$0.00	$0.00
				Fringes	$0.00	
				Overtime	$0.00	
				TOTAL OTHER EMPLOYEES		**$0.00**

Please enter full grant request (agency portion PLUS ATPA portion) below.

VEHICLE USAGE	
Vehicle Lease/Purchase:	$9000.00
Other: Fuel	$1000.00
Other:	$
Other:	$
TOTAL VEHICLE USAGE	**$10000.00**
FIELD OPERATIONS	
Investigative Supplies:	$250.00
Michigan Association of Vehicle Theft Investigators Dues:	$45.00
International Association of Automobile Theft Investigators Dues:	$20.00
Other:	$
Other:	$
Other:	$
Other:	$
Other:	$
TOTAL FIELD OPERATIONS	**$315.00**
OFFICE OPERATIONS	
Supplies:	$150.00
Other:	$
Other:	$
Other:	$
Other:	$
Other:	$
TOTAL OFFICE OPERATIONS	**$150.00**
GRAND TOTAL	**$168093.00**


Sector Base Map
1
2
3
4
Produced By:LPD
Date: 5/1/2014

AUTO THEFT PREVENTION AUTHORITY (ATPA) GRANT CONTRACT

AUTHORITY: MCL 500.6105; **COMPLIANCE:** Voluntary, however, failure to complete will result in cancellation of grant/loss of funds.

Scan and email one complete copy with original signatures to the ATPA by September 30, 2020 at MSPATPA@michigan.gov. Do not send a paper copy.

I. Award Information				
Name of Grantee/Fiduciary Lansing Police Department			Project Title/Acronym Operation A.R.T.I.C.	
Address 120 West Michigan Avenue		City Lansing	State MI	ZIP Code 48933
Total Grant Award $168,093		ATPA Award $100,856	Match Requirement $67,237	
Grant Period Start Date October 1, 2020	Grant Period End Date September 30, 2021		Project Number 23-21	
Authorized Official Chief Daryl Green	Project Director Det. Ryan Smith		Financial Contact Mr. Joe McClure	

II. Contract Conditions and Requirements

Grant Award

The ATPA grant award is to be utilized solely for the benefit of motor vehicle theft prevention programs and initiatives.

The ATPA will only reimburse expenditures incurred during the grant period of October 1, 2020, to September 30, 2021.

The project number (listed above in Award Information) must be included on all correspondence addressed to the ATPA regarding this grant.

A change in authorized official, project director, financial contact, participating agency, personnel assigned to the team, or budget line item change requires a Project Modification Request (GRANTS-034), which can be downloaded from the ATPA website at www.michigan.gov/atpa.

The authorized official and financial officer will serve without compensation from the ATPA grant award.

Any amount of the grant award received, or forfeiture funds generated as a result of motor vehicle theft prevention activities shall be used to enhance motor vehicle theft prevention programs or initiatives. Forfeiture funds include, but are not limited to, forfeiture of cash and receipts from the sale of property.

Public communications materials, news releases, or training announcements that result from this grant must cite the "Auto Theft Prevention Authority" as the source of funding. Copies of the materials or news releases must be sent to the ATPA at least five days prior to publishing, and the ATPA reserves the right to make any necessary edits. The ATPA also has the royalty-free right to copy, publish, and distribute any data or material associated with this grant.

Law enforcement personnel funded by the ATPA grant award shall dedicate 100 percent of their regular work hours conducting ATPA grant-related duties. Prosecuting attorneys who designate a portion of their time for ATPA activities will dedicate 100 percent of their designated time to ATPA grant related duties. This will be reflected in daily logs which will be made available for on-site monitoring by ATPA personnel.

The grantee agrees to return all unexpended grant funds to the ATPA within 60 days after the project is completed. The check shall be made payable to the "State of Michigan."

Reporting

Failure to comply with any reporting responsibilities identified in this contract may result in withholding grant payment(s) or the cancellation of the grant award. The grantee's lack of compliance will also be taken into account when considering future grant applications and awards from the ATPA.

All grantees must comply with the requirements of the Uniform Crime Reporting (UCR) System Act, 1968 PA 319, as amended. This act requires county sheriffs' departments, as well as city, village, and township police departments, to submit monthly UCR data.

The Progress Report (GRANTS-037), Financial Report (GRANTS-035), and Expenditure Detail (GRANTS-036), can be downloaded from the ATPA website at www.michigan.gov/atpa. The grantee agrees to submit reports in accordance with the schedule referenced in this contract.

All grant-funded employees, including employees of subgrantees, will complete and submit an Employee Time Certification (GRANTS-038). Grantees will submit GRANTS-038 to the ATPA annually via email to MSPATPA@michigan.gov.

All projects must maintain adequate supporting documentation for financial and progress reports submitted to the ATPA. Failure to provide adequate supporting documentation may adversely affect current-year reimbursements and future ATPA grant requests.

ATPA Teams

The grantee will serve as the fiduciary for the ATPA grant. The fiduciary will be responsible for receiving grant funds, distributing funds to participating team members, and receiving and compiling reports from team members. The grantee will submit grant reports according to the schedule referenced in this contract, as well as those specially requested by the ATPA.

When an agency withdraws an employee from an ATPA team, the ATPA approved budget for that position will remain with the ATPA team. The project director must inform the ATPA when the withdrawal occurs by completing the Project Modification Request (GRANTS-034). The vacant position must be replaced within 30 days or the position will be unfunded unless an extension request has been approved in writing.

Participating agencies are expected to participate on the ATPA team that received the grant award for the entire grant period. Participating agencies that withdraw personnel from the ATPA team before the end of the grant period will be reimbursed based upon the percentage of the grant period in which they participated. The ATPA Board of Directors reserves the right to deny future grant awards based on agency participation.

All personnel who are funded by an ATPA team must have their activities approved by the team commander.

III. Program and Financial Review

On-Site Monitoring and Payments

ATPA staff will schedule appointments with grantees in order to conduct on-site monitoring and grantees must accept these appointments.

Grantees must maintain separate accounting records to document grant revenues and expenditures.

This grant is reimbursement only (excluding non-profit organizations). Grantees must document that expenditures have been paid by local sources before requesting reimbursement from the ATPA.

Supporting documentation which must be submitted with the financial report is as follows:

- Time and Attendance: Payroll expenditures must be supported by employee's earning history, attendance sheet, time sheet, payroll register, and duty log. These records must be retained and made available to ATPA staff during on-site monitoring.
    - Law Enforcement and Prosecutors Only - Attach the monthly duty logs to the Financial Report (GRANTS-035) when submitted.
- Fringe Benefits and Overtime: Retain a copy of cost allocations for fringe benefits charged to the ATPA program.
    - Law Enforcement and Prosecutors Only - Each person's overtime hours must not exceed twenty percent of the person's actual regular hours worked. For grantees only paying overtime, this limit does not apply.
- All payments for expenditures (e.g., utilities, office rent, copier use, vehicle lease/rent, cell phones) must be supported by an actual invoice or the method of determining cost.
- Equipment Procurement Procedures/Consultant/Contractual Service: Grantees must attach a copy of the actual invoice or the method of determining cost.

Payment Procedure: For non-profit organizations only, advance payment, with exception, will be based on prior experience and budget limitations. The ATPA agrees to provide the agency with an advance as needed, up to 90 percent of the total ATPA share. Non-profit organizations must submit the Financial Report (GRANTS-035) to request an advance payment. Non-profit organizations acknowledge that upon receipt of this advance, a liability due to the ATPA will be established. The liability will be reduced as expended and reported to the ATPA. Any unexpended funds shall be promptly returned to the ATPA.

- Advances are conditional upon receipt of financial and progress reports completed in accordance with grant conditions. The final payment will be made on a reimbursement basis.

All grantees must sign up through the online SIGMA Self Service vendor registration process to receive State of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits, as mandated by the Management and Budget Act, 1984 PA 431, MCL 18.1283a. Vendor registration information is available on the Michigan Department of Technology, Management and Budget's (DTMB) website located at www.michigan.gov/SIGMAVSS.

Should the grantee discover an error in a previous reimbursement request, the grantee shall immediately notify the ATPA and refund the ATPA any funds not authorized for use under this contract and any payments or funds advanced to the grantee in excess of allowable reimbursable expenses.

Mileage Expense for Non-profit Organizations: Limited to the grantee's established mileage reimbursement allowance for non-federally funded activities, not to exceed the ATPA approved budget amount. Grantees must provide supporting documentation for these expenses.

Vehicle Usage/Rental Expenses for Law Enforcement and Prosecutors: Limited to the grantee's established reimbursement policy for non-federally funded activities, not to exceed the ATPA approved budget amount.

IV. Criminal or Administrative Investigations/Charges

If any employee of the grantee/subgrantee associated with this grant project becomes aware of a criminal or administrative investigation or charge that directly or indirectly involves grant funds referenced in this contract, the grantee shall immediately notify the ATPA's Executive Director in writing that such an investigation has been initiated or that a charge has been issued.

V. Debarment, Suspension, and Other Responsibility Matters (Direct Recipient)

Pursuant to Executive Order 12549 (Debarment and Suspension) and implemented at 2 C.F.R. Part 2867 for prospective participants in primary covered transactions as defined at 28 C.F.R. Part 2867, Section 2867.20(a) the grantee certifies that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency.
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them and are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, on making false statements, or receiving stolen property;
- Have not within a two-year period preceding this application been convicted of a felony criminal violation under any federal law; and
- Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

VI. Suspension/Termination

The ATPA and/or the grantee may suspend and/or terminate this contract without further liability or penalty to the ATPA for any of the following reasons:

- Failure to comply with any of the terms of this contract. Suspension requires immediate action by the grantee to comply with the terms of this contract; otherwise, termination by the ATPA may occur.
- Failure of the grantee to make satisfactory progress toward the measurable objectives set forth in this contract.
- Filing false certification in this contract or other report or document.

This contract may be terminated by either party by giving 15-days written notice to the other party. Such written notice will provide valid, legal reasons for termination, along with the effective date of termination.

This contract may be terminated immediately if the grantee, an official of the grantee, or an owner is convicted of any activity referenced in Section IV of this contract during the term of this contract or any extension thereof.

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

VII. Liability

All liability to third parties; loss or damage as a result of claims; and demands, costs, or judgments arising out of activities such as direct service delivery to be carried out by the grantee in the performance of this contract shall be the responsibility of the grantee and not the responsibility of the ATPA if the liability, loss, or damage is caused by or arises out of the actions or failure to act on the part of the grantee, any subgrantee, or anyone directly or indirectly employed by the grantee, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the grantee or its employees by statute or court decisions.

All liability to third parties; loss, or damage as a result of claims; demands, costs, or judgments arising out of activities such as the provision of policy and procedural direction to be carried out by the ATPA in the performance of this contract shall be the responsibility of the ATPA and not the responsibility of the grantee if the liability, loss, or damage is caused by or arises out of the action or failure to act on the part of any ATPA employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the state of Michigan, its agencies (the ATPA), or employees as provided by statute or court decisions.

In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the grantee and ATPA in fulfillment of their responsibilities under this contract, such liability, loss, or damage shall be borne by the grantee and the ATPA in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the grantee, the state of Michigan, its agencies (the ATPA), or their employees, respectively, as provided by statute or court decisions.

It is specifically understood and agreed that, if the State of Michigan or any County is party to this contract, nothing in this Section will require such party to indemnify any other party or entity in any litigation that may arise from the performance of this contract. This is not to be construed as a waiver of governmental immunity.

VIII. Eligible Expenditures

All eligible expenditures listed below with identified amounts are the ATPA portion; agencies are responsible for appropriate match as identified in Section I. Any expenditure not detailed below must have approval from the ATPA prior to acquisition/purchase.

- Regular salaries.
- Longevity costs.
- Fringe benefits (FICA, unemployment, workers compensation, retirement, life, medical, dental and vision insurance).
- Overtime hours. Hours must not exceed 20 percent of the total sworn employees' budgeted salary/fringe amount. This amount is cumulative for the team and can be utilized at the teams' discretion. For grantees only paying overtime, this limit does not apply.
- Travel and meals. Travel outside normal territory, not to exceed $1,000 per employee/per year.
- Vehicle operation cost. Not to exceed:
    - Law enforcement agency - Calculated at $10,000 per employee/per year. Costs are cumulative, not limited per employee. Only vehicles engaged in road patrols/investigations are eligible.
    - Prosecutor's office - $750 per assistant prosecuting attorney/per year for mileage and parking reimbursement.
    - Non-profit organization - $1,500 per employee/per year for mileage reimbursement.
- Office space or utilities. Requires prior approval.
- Office furniture. Requires prior approval.
- Copier purchase/usage. Not to exceed:
    - Law enforcement agency - $1,200 per year.
    - Prosecutor's office - $1,200 per year.
    - Non-profit organization - $2,400 per year.
- Phone installation. Prior approval is required.

- Landline phone purchase/usage. Not to exceed:
    - Law enforcement agency and prosecutor's office - $750 per person/per year.
    - Non-profit organization - $1,500 per year.
- Office supplies. Not to exceed $200 per year/per person.
- Investigative supplies for law enforcement agency (sworn employees only). Not to exceed $300 per year/per person.
- Computer purchase. Prior approval is required.
- Cell phone purchase/usage. Prior approval is required.
- Motor vehicle theft-related association dues, including dues to the International Association of Automobile Theft Investigators and Michigan Association of Vehicle Theft Investigators.
- Training or conference for educational purposes relating to vehicle theft/fraud investigations. Prior approval is required.

IX. Ineligible Expenditures

This is not an all-inclusive list. Prior approval is required for any expenditure(s) not listed below.

- Inordinate fringes, including, but not limited to, lump sum payments (e.g., banked sick/vacation time, bonuses, pensions, health benefits, and holiday pay).
- Health care benefit waiver bonuses.
- Indirect costs.
- Expenditure(s) incurred before or after the grant period.
- Any administrative costs not directly related to the administration of this grant.
- In-car terminals and system.
- Law Enforcement Information Network (LEIN) usage fees.
- Vehicle, liability, or professional insurance.
- Non-motor vehicle theft-related membership and agency dues.
- Entertainment.
- Expenditures in excess of approved budget.
- Clothing/cleaning/gun allowance.
- Emergency response compensation.
- Show-up pay.
- Educational incentives (e.g., college courses and trade schools).
- First-class travel.
- Costs incurred applying for this grant (e.g., consultants, grant writers).
- Personnel, including law enforcement officers, not connected to the project to which this grant refers.
- Fundraising and any associated salaries or expenses.
- Legal fees.
- Purchase of promotional items unless prior approval is received in writing.
- Contributions and donations.
- Fines and penalties.
- Losses from uncollectible bad debts.
- Purchases of land.
- Military-type equipment such as armored vehicles, explosive devices, and other items typically associated with military arsenal.
- Construction costs and/or renovation, including remodeling.
- Expert witness fees.
- Weapons, including tasers.
- Conducting law enforcement operations with the intent of generating revenue for personal or agency gain through deceitful, fraudulent, unethical, or illegal methods.

X. Law Enforcement Objectives

- Reduce the number of motor vehicle thefts in your grant area by investigating cases that have the highest potential for reducing the demand for stolen vehicles, arresting individuals who are involved, and reducing false motor vehicle theft reports.
- Reduce the economic gain associated with motor vehicle theft by recovering stolen vehicles/parts/equipment and by identifying fraudulent insurance activity.
- Recover more in stolen vehicles/parts/equipment value than the total approved grant award from the ATPA.

- Comply with ATPA guidelines/policies/conditions and UCR requirements for submission of data.
- Maintain clear and reliable documentation for the project's performance activity and financial expenditures.
- Following auction, report to the ATPA the dollar amount deposited into the forfeiture account on the Progress Report (GRANTS-037).
- A team member shall attend regular meetings for area detectives and insurance investigators, including participation in the Anti Car Theft (ACT) meetings. Please note that email correspondence will be accepted in lieu of physical attendance.

XI. Law Enforcement Evaluation Criteria (See Section XVII. Arrest Ranking)

- Number of 14 point motor vehicle theft (MVT) related arrests.
- Number of 12 point MVT related arrests.
- Number of ten point MVT related arrests.
- Number of eight point MVT related arrests.
- Number of six point MVT related arrests.
- Number of four point MVT related arrests.
- Number of two point MVT related arrests.
- Number of insurance fraud related arrests.
- Number of passenger vehicles recovered.
- Dollar value of passenger vehicles recovered.
- Number of other vehicles recovered.
- Dollar value of other vehicles recovered.
- Number of parts parts/equipment recovered.
- Dollar value of parts/equipment recovered.
- Number of commercial vehicles recovered.
- Dollar value of commercial vehicles recovered.
- Dollar amount deposited into forfeiture account.

XII. Prosecutor Objectives

- Provide full-time access to the judicial system for the ATPA task forces in the grant area and provide opportunities to informally discuss cases and legal issues.
- Vertically prosecute all selected motor vehicle theft related cases.
- Maintain a policy of plea bargaining only when absolutely necessary.
- Achieve an overall conviction rate of 80 percent.
- Achieve a trial conviction rate of 70 percent.
- Strive for maximum sentence lengths for defendants.
- Maintain clear and reliable documentation of project's financial expenditures and performance activity.

XIII. Prosecutor Evaluation Criteria

- Number of cases initiated.
- Number of preliminary exams held.
- Number of preliminary exams waived.
- Number of cases disposed pre-trial.
- Number of defendants who pled guilty to original charge.
- Number of defendants who pled guilty to lessor included offense.
- Number of plea bargain dismissals.
- Number of other dismissals.
- Number of cases disposed by trial (jury/judge).
- Number of defendants convicted on original charge.
- Number of defendants convicted on reduced charge.
- Number of defendants incarcerated.
- Number of defendants fined/placed on probation.
- Dollar amount of restitution ordered.
- Number of defendants convicted of insurance fraud.

XIV. Non-Profit Organization Objectives

- Conduct 15 motor vehicle theft awareness education programs/seminars (minimum of 20 attendees each).
- Etch 200 vehicles.

- Distribute 1,500 ATPA approved auto theft preventative fliers/brochures regarding motor vehicle theft prevention.
- Write and publish no less than 5 articles about motor vehicle theft prevention. The articles must cite the ATPA as a source of funding. Forward article copies to the ATPA.
- Contact 200 residences within your community with a door-to-door strategy. Inform them of the most up to date auto theft prevention strategies.
- Maintain clear and reliable documentation of project's financial expenditures and performance activity.

XV. Non-Profit Organization Evaluation Criteria

- Number of programs/seminars conducted.
- Number of vehicles etched.
- Number of fliers/brochures distributed.
- Number of theft prevention articles written and published.
- Number of residences contacted.

XVI. Reporting Schedule

Organization Type	Quarterly Progress and Financial Reports		Due Date
Law Enforcement Agency Prosecuting Attorney's Office Non-Profit Organization	Progress Report (GRANTS-037)	10-01-19 to 12-31-19	01-31-20
	Financial Report (GRANTS-035)	10-01-19 to 12-31-19	01-31-20
	Progress Report (GRANTS-037)	01-01-20 to 03-31-20	04-30-20
	Financial Report (GRANTS-035)	01-01-20 to 03-31-20	04-30-20
	Progress Report (GRANTS-037)	04-01-20 to 06-30-20	07-31-20
	Financial Report (GRANTS-035)	04-01-20 to 06-30-20	07-31-20
	Financial Report (GRANTS-035)	07-01-20 to 09-30-20	10-15-20
	Progress Report (GRANTS-037)	07-01-20 to 09-30-20	10-31-20

Felony Charges	MCL	Arrest Points
Altering Vehicle Identification Number with Intent to Mislead	750.415	10
Arson - Owner Involved	750.75	14
Car-jacking	750.529a	8
Chop Shop	750.535a	14
Continuing Criminal Enterprise	750.159i	14
Counterfeit Insurance Certificates	257.222	6
Embezzlement	750.174	6
Failure to Return Rental Vehicle	750.362	6
False Certification	257.903	12
False Police Report	750.411a	8
False Pretenses	750.218	12
False Statement in Application for Title	257.254	12
Forged License Documents/License Plates	257.257	6
Insurance Fraud - Owner Staged Arson/Larceny/Theft	500.4511	14
Interstate Transportation of Stolen Motor Vehicle	750.535	14
Larceny by Conversion	750.362	6
Larceny from Motor Vehicle	750.356a	4
Obtain Personal Identification (ID) Without Permission	257.324	6
Odometer Fraud	257.233a	12
Operating License Forged, Altered, or False	257.324	6
Possess or Sell Rosette Rivets	750.415	4
Possess Stolen Vehicle with Intent to Pass Title	257.254	10
Repair - Salvage Facility Violation	257.217	4
Receiving and Concealing Stolen Property	750.535	8
Unlawfully Driving Away Automobile	750.413	6
Unlawful Use	750.414	4
Use Fraudulent ID to Lease or Purchase Vehicle	750.415	12
All Other Charges		2

XVII. Arrest Ranking

Note to Arrest Rankings:

- Team takes credit for most serious charge against subject and ignores others.
- Team takes credit for original arrest charge, even if reduced later by prosecutor.
- If subject is arrested on three separate warrants, team may count three arrests.
- Attempted crimes or conspiracy to commit crime earns same points as listed.

XVIII. Special Conditions

This contract is valid upon approval and execution by the ATPA.

This contact is conditionally approved, subject to and contingent upon the availability of funds.

The grantees will not assume any responsibility or liability for costs incurred by the ATPA prior to the full execution of this contract.

XIX. Contract Signatures

Grant funding will not be released until all requirements of the signed grant contract have been agreed upon. The undersigned has the authority to accept the terms of this grant contract.

Daryl Green		14SEP2020
Printed Name of Authorized Official	Signature of Authorized Official	Date
Ryan Smith		9/14/20
Printed Name of Project Director	Signature of Project Director	Date
Joe McClure	Joe J McClure	9/14/20
Printed Name of Financial Contact	Signature of Financial Contact	Date
	Digitally signed by Insp. Michael Johnson Date: 2020.09.21 12:19:00 -04'00'	
Printed Name of ATPA Executive Director	Signature of ATPA Executive Director	Date

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

WHEREAS, deceased Retired Detective Ronald Seyka serviced on the Lansing Police Department's Special Tactics and Rescue Team (START) from 1996 through 2010; and

WHEREAS, Detective Seyka's position in the department was a volunteer assignment that required hours of additional training per month as well as call backs in the middle of the night; and

WHEREAS, Detective Seyka participated in the safe resolution of 107 high risk incidents; and

WHEREAS, on March 5, 2020, Detective Seyka lost his battle with cancer; and

WHEREAS, on July 24, 2020, Detective Seyka's family, along with Mr. Chaz King, a family friend, hosted the First Annual Ron Seyka Memorial Golf Outing at Eldorado Golf Course in Mason, Michigan in honor of Detective Seyka; and

WHEREAS, on April 22, 2020, Detective Seyka's family, along with Mr. Chaz King contacted the START Commander, Sgt. Kevin Schlagel and agreed that a portion of the funds raised from the golf outing would be donated to START for the purchase of protective equipment; and

WHEREAS, on September 1, 2020, Mr. King notified Sgt. Kevin Schlagel that START would receive a donation of $6,367.26 as a result of the golf outing; and

WHEREAS, START intends to use the donation to purchase movable ballistic shields that can be placed on a wheel system and used for moving through long hallways; and

WHEREAS, the movable ballistic shields are purely a protective system that provides no additional offensive capabilities.

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council approves acceptance of this donation from the First Annual Ron Seyka Memorial Golf Outing in the amount of $6,367.26; 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.

RESOLUTION #2020-
BY THE COMMITTEE
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, in November 2014, the Ingham County electorate approved a countywide trails and parks millage level of 50/100 (.50) of one mill to be used for the purpose of creating and maintaining a county system of recreational trails and adjacent parks trail system, which may incorporate trails or parks created by local units of government, including Lansing's River Trail, and may acquire rights of way to connect and extend existing trails; and

WHEREAS, the Ingham County Board of Commissioners Resolution #19-349 approved a fifth round of applications that would address new construction as identified as regional priority corridors in figure 24 of the Ingham County Trails and Parks Comprehensive Report, and special projects (including blue ways) as well as repairs, rehabilitation, and long-term maintenance projects; and

WHEREAS, the Parks & Recreation Department of the City of Lansing received approval from the Ingham County Board of Commissioners for up to $1,962,295.16 in trails and parks millage funding; and

WHEREAS, the funding will be used for nine (9) projects within the trail system within the City of Lansing as follows;

RT Saginaw to Oakland Extension	$ 142,200.00
Volunteer Trail Ambassador/Coordinator	$ 15,000.00
Bridges (#11,12, 24, 25, 26,and 28)	$1,086,206.16
Bear Lake U127 Pathway (Phase 1)	$ 718,889.00

And

WHEREAS, the Parks and Recreation Department is requesting acceptance of the Ingham County trails and parks millage funding; and

WHEREAS, the City of Lansing recognizes the importance of the continued maintenance of these and other enhancements and has committed to implementing a maintenance plan/program over the design life of the facilities and has budgeted specific monies to ensure the continued maintenance of the enhancements; and

WHEREAS, the Administration and the City Council recognize the importance and need for safe recreation and non-motorized transportation facilities;

NOW, THEREFORE, BE IT RESOLVED, the Lansing City Council, hereby, approves acceptance of the Ingham County parks and trails millage funding.

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

RESOLUTION # ________

BY THE COMMITTEE OF THE WHOLE

RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, Pursuant to the request of the Lansing Board of Water and Light (BWL), the City Attorney recommends the appointment of Sandra Brown and the Thompson Hine law firm, Washington D.C. attorneys, as outside legal counsel for the limited purpose of assisting and representing the BWL with railroad contract issues related to the cessation of BWL's coal delivery contract due to closure of the BWL's coal plants; and

WHEREAS, the BWL also requests the addition of the Michigan law firm, Warner Norcross and Judd, to the approved counsel list and the City Attorney recommends and requests City Council approval of the law firm of Warmer, Norcross, and Judd as approved counsel for the BWL.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Charter Sec. 4-304.6, the City Council hereby approves the addition of Sandra Brown and Thompson Hine to the City Attorney's list of approved law firms.

BE IT FURTHER RESOLVED that pursuant to Charter Sec. 4-304.6, the City Council hereby approves the addition of Warner, Norcross, and Judd to the City Attorney's list of approved law firms.

XV B 2 k

City of Lansing

OFFICE OF THE CITY ATTORNEY

James D. Smiertka, City Attorney

October 23, 2020

Dear Council President Spadafore and Members of the Lansing City Council,

The Lansing Board of Water and Light has requested the addition of the Washington D. C. law firm of Thompson Hine and Sandra Brown, who is with the firm, as attorneys to assist the BWL with negotiations related to railroad coal delivery contracts made necessary due to the closure of BWL coal plants.

The BWL also requests the addition of Warner, Norcross, and Judd to assist with general matters as necessary.

The City Attorney recommends the above additions to the approved counsel list.

James D. Smiertka
City Attorney

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

WHEREAS, the Mayor recommends the reappointment of Jennie Marie Gies as a City of Lansing member of the Capital Area Transportation Authority Board for a term to expire September 30, 2023; and

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

WHEREAS, the Committee of the Whole met on October 12th, 2020 and took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the reappointment of Jennie Marie Gies as a City of Lansing member of the Capital Area Transportation Authority Board for a term to expire September 30, 2023; and

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

WHEREAS, the Mayor recommends the reappointment of DeYeya E. Jones as a City of Lansing Member of the Capital Area District Library Board for a term to expire September 30, 2024; and

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

WHEREAS, the Committee of the Whole met on ___________, 2020 and took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the reappointment of DeYeya E. Jones as a City of Lansing Member of the Capital Area District Library Board for a term to expire September 30, 2024.

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

WHEREAS, the Mayor recommends the reappointment of Gregory Lee Ward as a City of Lansing member of the Capital Region Airport Authority Board for a term to expire September 30, 2024; and

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

WHEREAS, the Committee of the Whole met on ____________, 2020 and took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the reappointment of Gregory Lee Ward as a City of Lansing member of the Capital Region Airport Authority Board for a term to expire September 30, 2024;

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

WHEREAS, the Mayor recommends the reappointment James Tischler as a City of Lansing member of the Local Development Finance Authority Board for a term to expire September 30, 2024; and

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

WHEREAS, the Committee of the Whole met on __________, 2020 and took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the reappointment James Tischler as a City of Lansing member of the Local Development Finance Authority Board for a term to expire September 30, 2024.

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

WHEREAS, the Mayor recommends the reappointment of Tiffany Dowling as a 1st Ward member of the Saginaw Street Corridor Improvement Authority Board of Directors for a term to expire September 30, 2024; and

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

WHEREAS, the Committee of the Whole met on October 12th, 2020 and took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the reappointment of Tiffany Dowling as a 1st Ward member of the Saginaw Street Corridor Improvement Authority Board of Directors for a term to expire September 30, 2024;

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

WHEREAS, the Mayor recommends the appointment of Bart O. Carrigan as a Lansing Citizen Representative of the Employees' Retirement System Board of Trustees for a term to expire September 30, 2024; and

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

WHEREAS, the Committee of the Whole met on ___________, 2020 and took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Bart O. Carrigan as an Elected member of the Employees' Retirement System Board of Trustees for a term to expire September 30, 2024;

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

WHEREAS, the Mayor recommends the appointment of Thomas Michael Hickson Jr. as a 3rd Ward member of Board of Public Service for a term to expire September 30, 2024; and

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

WHEREAS, the Board of Public Service met on __________, 2020 and took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Thomas Michael Hickson Jr. as a 3rd Ward member of Board of Public Service for a term to expire September 30, 2024;

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

WHEREAS the City of Lansing has been served in the matter of *Election Integrity Fund, et al. v. City of Lansing and City of Flint*, pending in the United States District Court, Western District of Michigan; and

WHEREAS the law firm of Clark Hill, PLC, which is on the City's approved Council List, has agreed to the representation of the City of Flint, and has offered Joint Representation for and with the City of Lansing, but with the understanding that the legal fees of Clark Hill for any services rendered to the City of Lansing will not be paid by the City of Lansing; and

WHEREAS the City Attorney has reviewed the complaint and agrees that the interests of the City of Lansing are aligned with the City of Flint in this lawsuit.

NOW THEREFORE BE IT RESOLVED that the City Council approves and accepts the offer of Joint Representation by Clark Hill, with the understanding that any services rendered by Clark Hill to the City of Lansing will not be paid by the City of Lansing.

EMERGENCY ORDINANCE
DATE: 10/8/2020

ORDINANCE NO. ____________

AN EMERGENCY ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO AMEND THE LANSING CODIFIED ORDINANCES (CODE) BY AMENDING CHAPTER 602 SECTION 602.11, TO PREVENT DISEASE, PROLONG LIFE AND PROMOTE PUBLIC HEALTH BY PROVIDING FOR ENFORCEMENT OF LOCAL HEALTH ORDERS OR REGULATIONS ISSUED PURSUANT TO THE MICHIGAN PUBLIC HEALTH CODE, BEING 1978 PA 368, AS AMENDED, MCL 333.1101, ET SEQ.; TO PROVIDE FOR PENALTIES FOR WILLFUL VIOLATION OF SUCH ORDERS OR REGULATIONS WITH PERSONAL KNOWLEDGE AS A MISDEMEANOR, OR UPON BEING INFORMED OF SUCH ORDER OR REGULATION BY A LAW ENFORCEMENT OFFICER, AS A CIVIL INFRACTION.

THE CITY OF LANSING ORDAINS AND FINDS AN EMERGENCY EXISTS TO CONTROL THE SPREAD OF THE COVID-19 PANDEMIC:

Section 1. That Chapter 602, Section 602.11, of the Code be and is hereby amended in its entirety to read as follows:

(A) NO PERSON SHALL WILLFULLY AND KNOWINGLY FAIL TO OBEY AN ORDER OR REGULATION ISSUED BY THE LOCAL HEALTH OFFICER OF INGHAM OR EATON COUNTY PURSUANT TO THE MICHIGAN PUBLIC HEALTH CODE, BEING 1978 PA 368; MCL 333.1101, ET SEQ.

(B) VIOLATION OF SUBSECTION (A) IS A MISDEMEANOR PUNISHABLE AS PROVIDED IN CODE SECTION 202.99.

(C) NO PERSON WITH KNOWLEDGE OF AN ORDER OR REGULATION ISSUED BY A LOCAL PUBLIC HEALTH OFFICER DESCRIBED IN SUBSECTION (A), OR AFTER BEING INFORMED OF THE ORDER OR REGULATION BY A LAW ENFORCEMENT OFFICER OF THE ACT PROSCRIBED BY AN ORDER OR REGULATION DESCRIBED IN SUBSECTION (A), SHALL FAIL TO IMMEDIATELY OR REPEATEDLY COMPLY WITH A DIRECTIVE OF A LAW ENFORCEMENT OFFICER TO OBEY THE ORDER OR REGULATION.

(D) VIOLATION OF SUBSECTION (C) IS A MUNICIPAL CIVIL INFRACTION PUNISHABLE AS FOLLOWS.

1. THE FIRST VIOLATION IS SUBJECT TO PAYMENT OF FIVE HUNDRED DOLLARS ($500.00), PLUS COSTS AND OTHER SANCTIONS FOR AN INFRACTION.
2. A REPEAT VIOLATION, MEANING A SECOND OR SUBSEQUENT VIOLATION, IS SUBJECT TO PAYMENT OF FIVE HUNDRED DOLLARS ($500.00), PLUS COSTS AND OTHER SANCTIONS FOR EACH VIOLATION.

Section 2. All ordinances, resolutions or rules, parts of ordinances, resolutions or rules inconsistent with the provisions are repealed.

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 thereof other than the part so declared to be invalid.

Section 4. This emergency ordinance is enacted pursuant to Section 3-308 of the City Charter to compel compliance with public health regulations and orders issued under the Michigan Public Health Code to control the spread of the COVID-19 pandemic and shall take effect immediately upon publication and shall expire at the end of 60 days.

Approved as to form:

____
City Attorney

Dated: ______________________________

NON-EMERGENCY ORDINANCE
DATE: 10/08/2020

ORDINANCE NO. ____________

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO AMEND THE LANSING CODIFIED ORDINANCES (CODE) BY AMENDING CHAPTER 602 SECTION 602.11, TO PREVENT DISEASE, PROLONG LIFE AND PROMOTE PUBLIC HEALTH BY PROVIDING FOR ENFORCEMENT OF LOCAL HEALTH ORDERS OR REGULATIONS ISSUED PURSUANT TO THE MICHIGAN PUBLIC HEALTH CODE, BEING 1978 PA 368, AS AMENDED, MCL 333.1101, ET SEQ.; TO PROVIDE FOR PENALTIES FOR WILLFUL VIOLATION OF SUCH ORDERS OR REGULATIONS WITH PERSONAL KNOWLEDGE AS A MISDEMEANOR, OR UPON BEING INFORMED OF SUCH ORDER OR REGULATION BY A LAW ENFORCEMENT OFFICER, AS A CIVIL INFRACTION.

THE CITY OF LANSING ORDAINS:

Section 1. That Chapter 602, Section 602.11, of the Code be and is hereby amended in its entirety to read as follows:

(A) NO PERSON SHALL WILLFULLY AND KNOWINGLY FAIL TO OBEY AN ORDER OR REGULATION ISSUED BY THE LOCAL HEALTH OFFICER OF INGHAM OR EATON COUNTY PURSUANT TO THE MICHIGAN PUBLIC HEALTH CODE, BEING 1978 PA 368; MCL 333.1101, ET SEQ.

(B) VIOLATION OF SUBSECTION (A) IS A MISDEMEANOR PUNISHABLE AS PROVIDED IN CODE SECTION 202.99.

(C) NO PERSON WITH KNOWLEDGE OF AN ORDER OR REGULATION ISSUED BY A LOCAL PUBLIC HEALTH OFFICER DESCRIBED IN SUBSECTION (A), OR AFTER BEING INFORMED OF THE ORDER OR REGULATION BY A LAW

ENFORCEMENT OFFICER OF THE ACT PROSCRIBED BY AN ORDER OR REGULATION DESCRIBED IN SUBSECTION (A), SHALL FAIL TO IMMEDIATELY OR REPEATEDLY COMPLY WITH A DIRECTIVE OF A LAW ENFORCEMENT OFFICER TO OBEY THE ORDER OR REGULATION.

(D) VIOLATION OF SUBSECTION (C) IS A MUNICIPAL CIVIL INFRACTION PUNISHABLE AS FOLLOWS.

1. THE FIRST VIOLATION IS SUBJECT TO PAYMENT OF FIVE HUNDRED DOLLARS ($500.00), PLUS COSTS AND OTHER SANCTIONS FOR AN INFRACTION.
2. A REPEAT VIOLATION, MEANING A SECOND OR SUBSEQUENT VIOLATION, IS SUBJECT TO PAYMENT OF FIVE HUNDRED DOLLARS ($500.00), PLUS COSTS AND OTHER SANCTIONS FOR EACH VIOLATION.

Section 2. All ordinances, resolutions or rules, parts of ordinances, resolutions or rules inconsistent with the provisions are repealed.

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 thereof other than the part so declared to be invalid.

Section 4. This ordinance shall take effect on the 30th day after enactment, unless given immediate effect by City Council and shall expire December 31, 2029.

Approved as to form:

____
City Attorney

Dated: ____________________________

RESOLUTION #_____
BY THE COMMITTEE OF THE WHOLE
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the City of Lansing is the owner of a structure and real property located at 325 Riverfront Drive (formerly “City Market Drive”), Lansing, MI 48912, collectively known as the New Lansing City Market (the “Market”); and

WHEREAS, the City has negotiated a long term lease for possession and operation of the Market, for greater than 5 years, with Lansing Shuffleboard and Social Club, LLC, (the “Lessee”) wherein Lessee will use the Market as a food hall and events space while continuing to provide City Parks and Recreation related activities for the benefit of the public, including, but not limited to, vending refreshments, providing public entertainment, community events, and space for public gatherings; and

WHEREAS, a certain Lease Agreement signed by the Lessee was placed on file with the Lansing City Clerk pursuant to Section 208.08 of the Codified Ordinances, on September 12, 2020, and has been on file for a period greater than thirty days; and

WHEREAS, pursuant to Section 208.08 of the Codified Ordinances a duly noticed public hearing to consider whether to approve or reject the Lease Agreement was held on ___________________, and at least one week has passed since the public hearing.

NOW THEREFORE, BE IT RESOLVED, that the Lansing City Council hereby approves Lease Agreement filed with the City Clerk on September 12, 2020, between the City of Lansing and Lansing Shuffleboard and Social Club, LLC for lease of the New Lansing City Market to; and

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.

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

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, appropriates the following grant award amounts for the following purpose:

$34,999.27 State Grant Revenue	273.000000.547000.17216
$19,227.00 Temporary Help	273.132201.707000.17216
$1,470.87 Fringe Benefits-Variable	273.132201.715400.17216
$13,620.00 Contractual Services	273.132201.743000.17215
$71.40 Supplies	273.132201.742000.17215
$610.00 Training	273.132201.747000.17215

To assist in the basic funding of 54A District Court's Specialty Court, for things such as temporary help, with grant resources from Michigan Drug Court Grant Program administered by the State Court Administrative Office. The grant period is October 1, 2020 through September 30, 2021.

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson CPPB, Senior Buyer

DATE: August 31, 2020

SUBJECT: Sole Source Purchase – Action Target Inc.

Please include this Sole Source packet of information in your transmittal to Council as required by the Purchasing Ordinance Section 206.05.

In summary, the Purchasing Office processed the following Sole Source transaction:

Department: Lansing Police Department
Vendor: Action Target Inc.
Item Purchased: Repairs to the Bullet traps at the Firearms Range
Dollar Amount: Not to exceed $174,000 (FY21 account 2683254.977000)

Additional information pertaining to this purchase is attached for your information.

This letter is filed in accordance with the Purchasing Ordinance Section 206.05 (a) and (b).

slr

CITY OF LANSING
124 W. Michigan Ave
Lansing ,MI 48933
(517) 483-4128

PURCHASE ORDER	
P.O. NUMBER	P086694
DATE	07/15/20
VENDOR I.D.	V002705
DELIVERY DATE	
FOB	
REQUISITION NO	PR015306

OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.

TO: ACTION TARGET INC
PO BOX 636
PROVO, UT 84603

PHONE# (801) 377-8096 FAX# (801) 377-8096

DELIVER ITEMS TO:
LANSING POLICE - FIREARMS RANGE
16001 AIRPORT RD
LANSING, MI 48906

SEND INVOICE TO:
LANSING POLICE - FIREARMS RANGE
120 W MICHIGAN AVE 4TH FL
LANSING, MI 48933

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	LABOR	67,500	EA	1.00	67,500.00
002	SMALL RANGE	36,550.	EA	1.00	36,550.74
003	LARGE RANGE	57,840.	EA	1.00	57,840.25
004	HARDWARE FOR BOTH RANGES	6,988.0	EA	1.00	6,988.09
005	SHIPPING	5,000	EA	1.00	5,000.00
				TAX	0.00
				TOTAL	173,879.08

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

1. Goods other than those specified on this order must not be substituted or prices changed without authorization.
2. If the quantity shipped is short of the purchase order quantity, specify on the packing slip if that quantity is on back order or cancelled.

Federal Tax ID: 38-6004628

AUTHORIZED SIGNATURE

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor
Samantha Harkins, Deputy Mayor

FROM: Stephanie Robinson, CPPB Buyer

DATE: **July 9, 2020**

SUBJECT: Sole Source Purchase – Action Target Inc.

The Lansing Police Department requests that Action Target Inc. be designated as a sole source company for Action Target Traps for the Lansing Police Firearms Range Bullet Traps.

Please see the attached letter and approval from Kevin Schlagel and Daryl Green.

Based on the attached letter we recommend issuing a sole source purchase order to Action Target Inc.in the amount of $ 174,000 from the account 2683254.977000.

Attachment

Date 7-17-20

Approved X Denied ____

Andy Schor, Mayor

Andy Schor, Mayor

LANSING POLICE DEPARTMENT
FIREARMS RANGE

SERGEANT KEVIN SCHLAGEL

120 WEST MICHIGAN AVENUE
LANSING, MI 48933
PHONE: (517) 483-4638
FAX: (517) 483-6039
kevin.schlagel@lansingmi.gov

Daryl Green, Chief

To: Stephanie Robinson, Purchasing Department, Senior Buyer
From: Daryl Green, Chief of Police
Subject: Sole Source Request for Range Bullet Traps
Date: 06-15-2020

Over the past several years the bullet traps located at 16001 S. Airport Rd/Lansing Police Firearms Range have been showing signs of weakening. Several of the traps are showing signs of stress fractures which will soon make them unusable, eliminating firearms training.

The original traps were installed by Action Target Inc of Utah. Action Target Traps are part of the installed system and can only be replaced with specific traps from that company.

I am requesting a sole source request for $174,000 for the above listed equipment. The account number of the purchase is 2683254-970000. This money has been previously allocated for the purchase in FY2021. No money will be paid to the company until 07-01-2020.

Daryl Green
Chief of Police
Lansing Police Department
120 W. Michigan
Lansing, MI 48933
Telephone: 517-483-4801

Action Target Inc. Box 636, Provo, UT 84603-0636 801-377-8033 FAX: 801-377-8096

Lansing Police Department-RFQ

Lansing, MI 48933
Quotation: 121895 By: Jared Peay Printed: 2020-Feb-27

Included Items:

1 **LABOR** 67,500.00

Mobilization, Hotel, Airfare, rentals, PPE, Consumables.
Estimated 4-5 days - full crew.

Small Range
7 Chambers TCT2 Replaced
2- 3 foot
2-4 foot
3-6 foot
7 Deflectors Replaced
T1 Plates
1- 3 foot Left flare T1
1-3 foot right flare T1
4-6 foot center T1
2-4 foot center T1

Large Range
Chambers
9-6 Foot TCT2 Chambers
11-Deflectrors
T1 Plates
10-6 foot Center T1
1-6 foot Left Flare T1
1-6 Foot Right Flare T1

due to the difficult locations and being an outdoor
boom trap. Chambers will have to be dolly carted into
range through 3 ft. Door and engine hoisted into place.
Customer will need to offload and place chambers by access
door to back of the range

1 **Small Range** 36,550.74

1	**Large Range**	57,840.25
1	**hardware for both ranges**	6,988.09
	Shipping	5,000.00
	Total	173,879.08

Payment Terms:
PO with Milestones

Shipping Terms:
Deliver

Installation Terms:
ATI

Terms and Conditions:
You must reference the Order Number above on your purchase order to secure best price. Action Target reserves the right to adjust installation costs based upon the actual site conditions encountered. Unless explicitly itemized, price does not include taxes, bonds, fees, assessments, licenses, mandatory wage requirements or other regulatory costs which may be applicable to the job site.

Comments:
Repair of the large and small range.
Chamber, deflectors and plates.

NOTES:
* Additional parts are not included in the above rates and will be billed separately as needed and approved.
* Rates include all labor, travel, lodging, and other expenses.
* Extraordinary repairs or materials may require additional work days billed above and beyond the scheduled maintenance days. This includes dropping the troughs, removing backed up lead, chiseling lead, plate adjustments, etc.
* Range must be cleaned prior to the Tech's arrival for service.
* Please email pictures of the range and equipment to rivie@actiontarget.com prior to visit.

The customer is responsible to offload any delivered materials and to place them in an area easily accessed by Action Target technicians.

Other Exclusions:
Bonds, Permits, and Taxes.
Structural Design.

Site Preparation.
Concrete: including cutting, coring, and patching.
Field Painting.
Site Utilities.
Waste Disposal, including removal or disposal of old equipment.
Mandatory Wage Requirements.

TERMS AND CONDITIONS:
Payment: All previous invoices must be paid in full prior to service. Payment for individual maintenance plan visits and resulting parts (if necessary) will be invoiced immediately following the visit. All payments are due within 30 days of receipt of invoice. Multiple visit maintenance plans allow for discounted prices on visits only, not parts. The discounted prices are based on how many visits will be made during the contract period which is typically one year. If you do not accept and schedule every visit in the contract, the discounted prices for the previous visits will be adjusted retroactively to reflect the actual number of visits and you will be invoiced accordingly.

Parts: Unless specifically included with this proposal, all parts used during maintenance visits are extra. Parts will not be used or ordered without approval from the facility personnel. ATI can utilize spare parts the facility has on hand to accomplish minor repairs. Should an extra visit be required to install ordered parts, additional charges may be incurred. It is recommended that you secure a separate parts allowance during the maintenance approval process. This will allow you to order parts when needed without going through a separate approval process each time.

Scheduling: Please call to request a visit date allowing for at least 6 weeks of lead time. A visit occurring with less lead time may incur additional expedited travel charges.

Scope of Work: ATI will service ATI furnished devices/parts/systems only. Service on third party equipment or components may need to be referred to the original manufacturer. Maintenance visits are not renovations or remodels. ATI's work is limited to functionality testing, reasonable repairs, adjustments, safety check, and overall operational maintenance.

Unless specifically included in this proposal, heavy maintenance items like dropping auger troughs, flipping bullet trap plates, changing bullet trap chambers etc. are not included in normal maintenance visits. Heavy maintenance services are available and can be scheduled separately.

If access to the range is through any door narrower than 48?, labor costs may be significantly impacted. Work areas must be clean and free from storage items, equipment, tools, or other obstacles that might impede access to work areas or limit ability to perform contracted work.

Labor and scope of work details are based on ?one day? being defined as an 8-hour period. It is possible that the scope of work may be completed in less than 8 hours.

Lead Remediation: Unless specifically included in this proposal, ATI is not responsible for any removal of lead or cleaning the facility of lead. The facility is responsible for disposal and recycling of lead and other waste from housekeeping and maintenance services. The facility is also responsible for disposal of replaced equipment or components like impact plates, bullet trap chambers, etc.

Exclusions: ATI is not responsible for the following:
1. Any ATI system parts, devices, air compressors, or structures that are damaged due to accidents, normal wear and tear, abuse, negligence, acts of God, absence of recommended cleaning, lubrication, absence of recommended preventative maintenance, or ballistic damage due to inappropriate ballistic application or ammunition.
2. Prevailing wage, holiday pay, or premium time labor.
3. Any material or labor not included in the foregoing.
4. Any required line power, outlets, or power panels.
5. Permits, bonds, licenses, taxes, engineering, drawings, or reports not listed above.
6. Collection and removal of lead and/or lead dust or fragments.
7. Dumpster or other disposal or waste transportation costs.
8. Structural design.
9. Concrete including cutting, coring, and patching.
10. Site preparation. (electrical outlets, buried utility lines or conduits, drainage, etc.)
11. Offloading or lift gate delivery.
12. Removal of walls or other construction elements.
13. Removal of dirt, rocks, or other debris blocking access to work areas or range equipment.

* Parts are not included in the above rates and will be billed separately as needed and approved.
* Rates include all labor, travel, lodging, PPE, insurance, and other expenses.
* See the following pages for a detailed description of services, terms, and conditions.
* Extraordinary repairs or materials may require additional work days billed above and beyond the scheduled maintenance days.

Disclosure Statement: Any and all information and data contained herein is the property of Action Target Inc (ATI); and shall not for any reason, whether tangible or intangible, be disclosed, duplicated, or used, in whole or in part, for any reason other than to evaluate this quote.

Fax this signed proposal to 801-377-8096 to begin scheduling your maintenance visits, or mail it to:

Action Target / ATTN: Maintenance Plans / PO Box 636 / Provo, UT / 84601 or send to rivie@actiontarget.com.

Contact Jared Peay at 801-396-1221 or email at jaredp@actiontarget.com with additional questions or for more information.
Maintenance Plan Approval Signature:______________________________

Printed Name:____

Approval Date:____

METALS RECYCLING & FILTERS PROGRAM

ACTION TARGET

ActionTarget.com

METALS RECYCLING & FILTERS PROGRAM

COMPLIANT

We provide a comprehensive and safe recycling collection method for your lead and brass. Our process is compliant with OSHA and EPA regulations.

CONVENIENT

With one simple call we remove the hassle of recycling your spent lead and brass.

PROFITABLE

With transparent published pricing based on the London Metals Exchange (LME) spot price, you can rest assured you are getting the best price for your recycled metal, even as prices fluctuate.

GUARANTEED

Our ammo is always in stock for small and large orders and 100% warrantied for quality and performance.

THE EASIEST AND MOST PROFITABLE WAY TO RECYCLE YOUR BRASS AND LEAD

Action Target offers a comprehensive program to ensure you get the most from your lead and brass. Our convenient system makes it easy to turn your spent metals into range supplies and ammunition for your range.

PROGRAM DETAILS

RECYCLING PROCEDURE

Recycling your metals with Action Target is easy and efficient. Simply call **801.876.2442** or email **recycle@actiontarget.com** to lock in your LME spot pricing and schedule a pickup and we'll be there within 72 hours. We'll sort and weigh your metals at our warehouse and issue your credit.

Fast, Convenient Pickup

- The minimum pickup weight is only 4,000 lbs with no maximum limits.
- Total weight and quality is confirmed within 72 hours of receipt at our warehouse.
- The maximum pallet weight is 3,000 lbs for lift gate service or 4,500 lbs for forklift.

Simple Brass and Lead Packaging

We'll work with you to supply and customize a complimentary packaging system that best fits your range and protects your brass and lead from theft and weather damage.

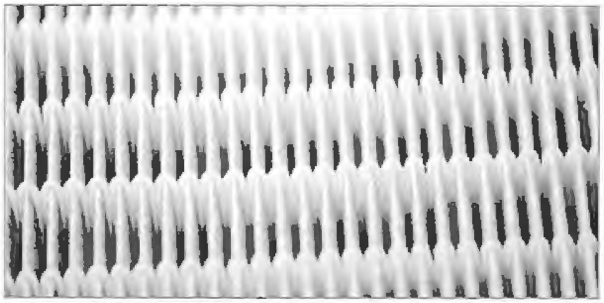
- Gaylord boxes fit through bay doors and hold 3,000 lbs of brass (full) or 3,000 lbs of lead (one-third full).
- 55-gallon drums hold 600 lbs of brass (full) or 1,500 lbs of lead (three-fourths full).

Best in Class Payment Structure

We eliminate the middle man and lock in your metal price when you contact us to maximize your profit.

- Lead and brass pricing is listed live at LME.com using the London Metals Exchange (LME) spot pricing, the global center for industrial metals trading. We currently pay 54% of LME for brass (copper index) and 45% for lead. Conversion rates are set at the beginning of each calendar year.

Get the most from your ammunition with Action Target. For more information or to schedule a pickup,
801.876.2442 / recycle@actiontarget.com



FILTER DISPOSAL

Action Target makes it easy to dispose of your contaminated filters and PPE. One of the challenges that shooting ranges face is how to take care of contaminated filters. Shooting ranges are responsible for all the waste it generates including verifying that it is properly disposed of or recycled, this liability never goes away. Hazardous waste collection and disposal are strictly governed through EPA and DOT regulations and Noncompliance could result in significant penalties, potentially even criminal. Action Target will pick up and recycle HVAC and DCU filters for members of the Metals & Range Supplies Program. Contact us at **801.876.2442** to get a quote.

Approved, Reliable Disposal

Action Target uses approved disposal procedures to help ranges avoid fines from government agencies and have confidence that their filters are being handled appropriately.

- RCRA (Resource Conservation and Conservation Act) approved.
- OSHA and EPA compliant.
- Filter pickup from your range will take place within two weeks of the pickup request.
- We provide proper disposal documentation, protecting you from potential fines.

Low Cost Disposal

Action Target has negotiated rates to keep the cost of filter disposal lower that doing it yourself.

- Use your recycling credit to cover the cost of disposal.
- Save more by having us pick up at least 6 cubic yards of material.

Quality Replacement Filters

We stock a variety of HVAC filters at Shop.ActionTarget.com.

- All our filters have been carefully selected to fit the unique needs of shooting ranges.
- We offer various filter options for small or large HVAC systems.

DCU Lead Dust Recycling

We will also pick up your DCU Lead dust.

- Use your recycling credit to cover the cost of disposal.

SHOP.ACTIONTARGET.COM

The Action Target Store is the source for everything your range needs to operate. Use your credit to purchase ammunition and other supplies you need for your range. Call **1.800.779.0182** or visit **Shop.ActionTarget.com.**

Paper and Cardboard Targets

With more than 1,000 target designs, we offer a greater selection than anyone in the industry.

Target Backers

We stock a variety of backers to fit any target system.

Eye and Ear Protection

Keep your customers safe with quality ear and eye protection designed for target shooting and tactical situations.

Range Cleaning

Keep your range safe and clean for users with products designed to remove lead from hands, shoes, floors, and more.

Firearm Cleaning and Storage

Keep your rental guns secure and working smoothly with our selection of firearm storage, cleaning, and lubrication gear.

Range Equipment, Service Parts, and Cleaning

The credit from your metals can applied towards improving and maintaining your shooting range.

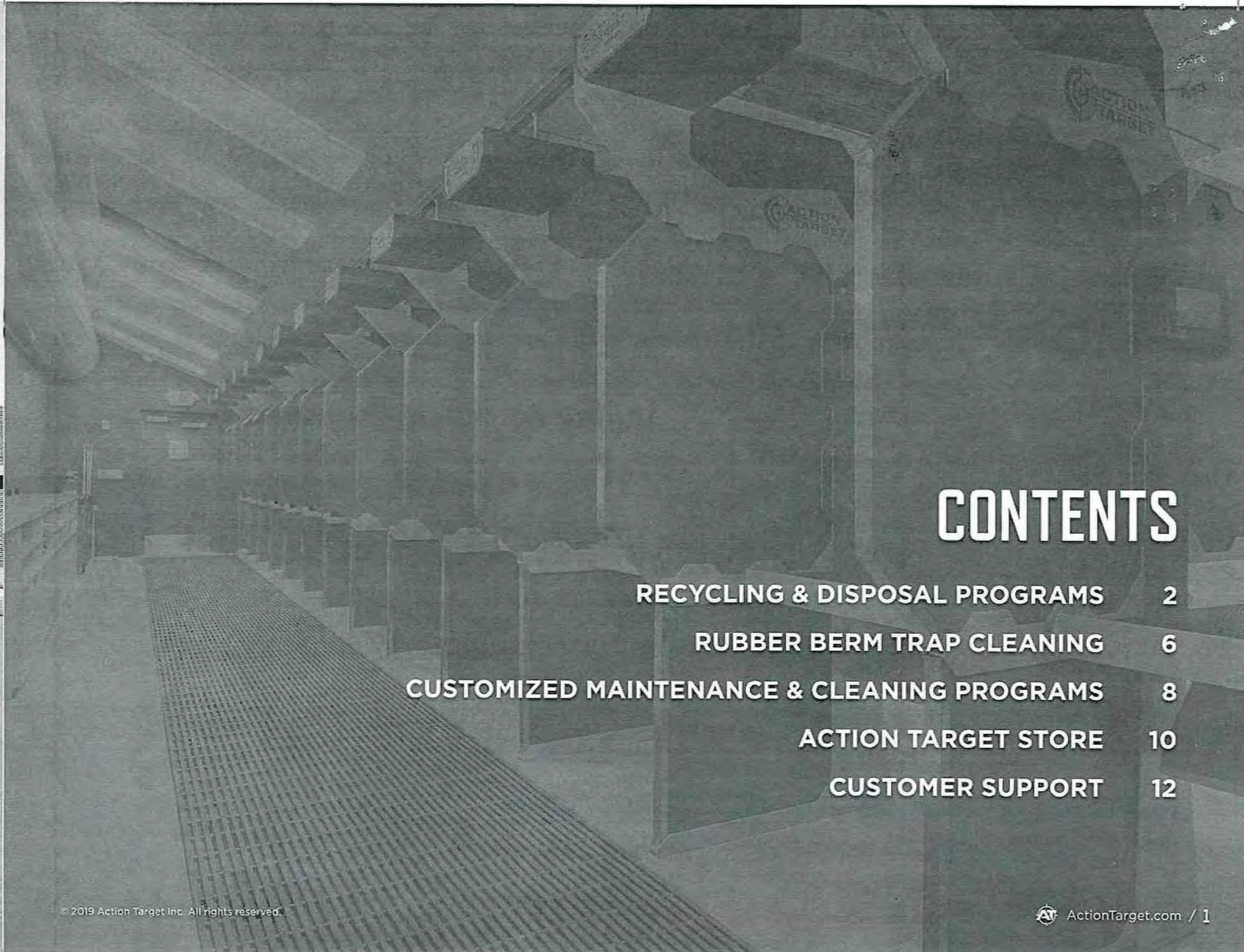
Action Target Ammunition

Our ammunition is guaranteed to be top quality and always in stock. We carry the most popular calibers (380, 9mm, 10mm, .40 S&W, .45 ACP, 38 Special, .223 Rem, and .308 Win) and can even send specialty calibers upon request. If your order exceeds 50,000 rounds, we'll ship it for free.

10% LOYALTY BONUS

Use 100% of your metals credit of one pickup at our store and we'll provide a 10% bonus. Your $5,000 becomes $5,500.

ACTION TARGET™ AFTERMARKET SERVICES



CONTENTS

METALS RECYCLING

Recycling your metals with Action Target is easy and efficient. Simply contact Action Target to schedule a pickup. We will be there within 72 hours, at which time your London Metals Exchange (LME) spot pricing will be locked in.

Fast and Convenient Pickup

- The minimum pickup weight for the best price is only 4,000 lbs with no maximum limits.
- Total weight and quality is confirmed within 72 hours of receipt at our warehouse.
- The maximum pallet weight is 3,000 lbs for lift gate service or 4,000 lbs for forklift.

Simple Brass and Lead Packaging
We'll work with you to supply and customize a complimentary packaging system that best fits your range.

- Gaylord boxes fit through bay doors or man doors and hold 1,200 - 3,000 lbs of brass.
- 55-gallon drums hold 650 lbs of brass or 1,800 lbs of lead.

Best In Class Payment Structure and Loyalty Bonus
We maximize your profit by eliminating the middle man and locking in your price when we pickup your metals.

- Lead and brass pricing is listed live at LME.com, the global center for industrial metals trading. We currently pay a competitive percentage of the LME spot price for metals.
- Use your credits at our store for a 10% bonus credit.

RANGE WASTE DISPOSAL

Action Target makes it easy to dispose of your contaminated range waste such as lead-contaminated filters and PPE. Action Target will pick up and dispose of HVAC and DCU filters for members of our Filter Disposal Program.

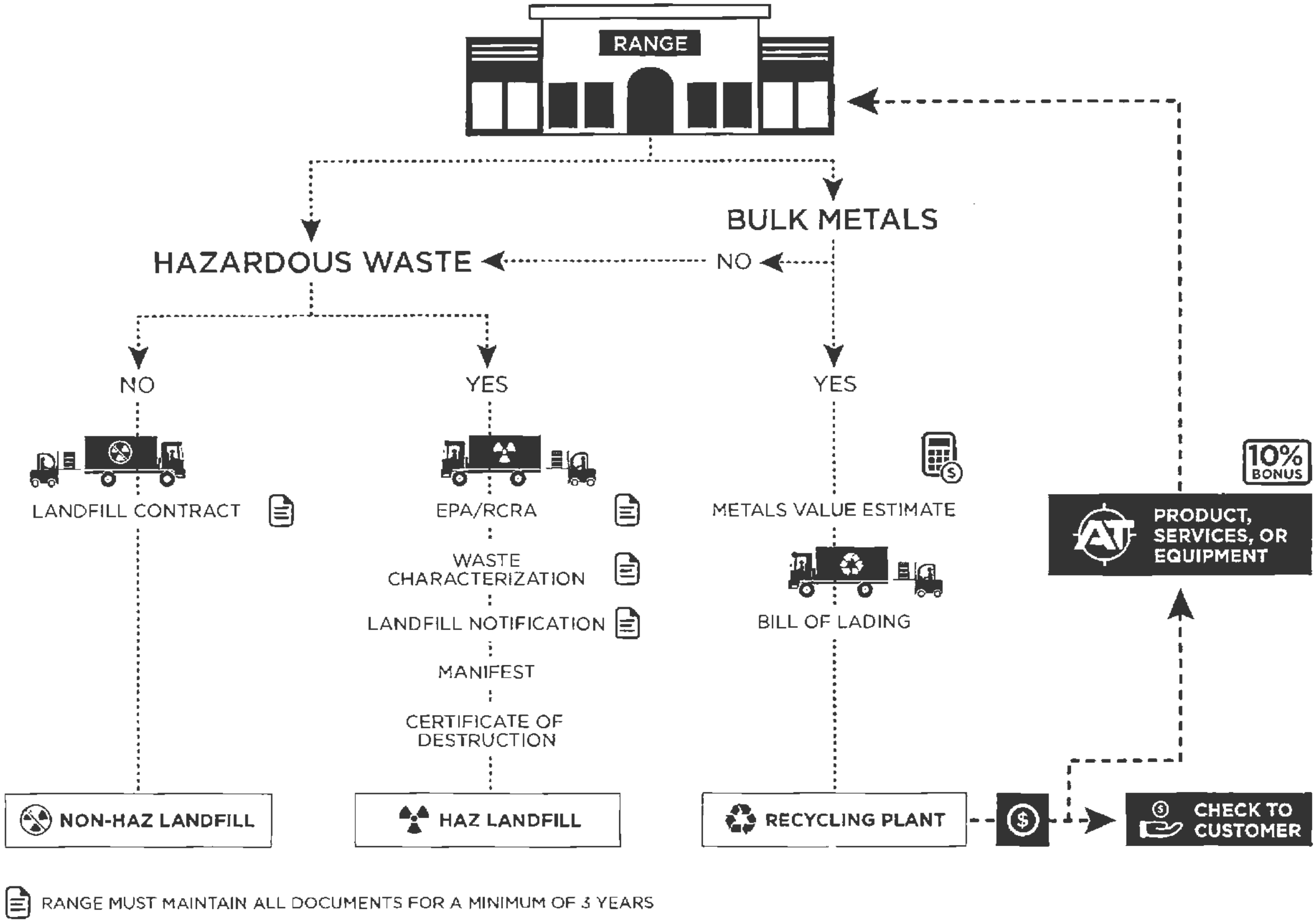
Compliant and Reliable Disposal
Action Target uses approved disposal procedures. Hazardous waste collection and disposal are strictly governed through EPA and DOT regulations.

- RCRA (Resource Conservation and Recovery Act) approved.
- OSHA and EPA compliant.
- We provide proper disposal documentation, protecting you from potential fines.

10% BONUS

Use your metals credit at our store to buy products, services, or upgraded range equipment and we'll add a 10% bonus.

Get the most from your metals recycling with Action Target. For more information or to schedule a pickup, contact us at **801.876.2442** or **recycle@actiontarget.com**


RANGE
BULK METALS
HAZARDOUS WASTE
NO
NO
YES
YES
LANDFILL CONTRACT
EPA/RCRA
WASTE CHARACTERIZATION
LANDFILL NOTIFICATION
MANIFEST
CERTIFICATE OF DESTRUCTION
METALS VALUE ESTIMATE
BILL OF LADING
10% BONUS
PRODUCT, SERVICES, OR EQUIPMENT
NON-HAZ LANDFILL
HAZ LANDFILL
RECYCLING PLANT
CHECK TO CUSTOMER
RANGE MUST MAINTAIN ALL DOCUMENTS FOR A MINIMUM OF 3 YEARS

TRANSPARENT PRICING

Action Target uses a simple, transparent, all-inclusive pricing structure based on the size of your trap to give you the best return on your metals. 100% of the metals value belongs to you. Opt for a check or credit at our store with a 10% loyalty discount. Store credit can be applied to Action Target products, services, and range equipment.

PROPRIETARY PROCESS

We have developed a proprietary process to clean your rubber berm traps with the safety and profitability of your range in mind.

- Best in industry lead recovery.
- Minimized range down time.
- Clean and efficient.
- All equipment fits through a standard doorway, and is all contained within the range during cleaning.

CONVENIENCE

This complete turnkey solution integrates with our Metals Recycling and Filter Disposal Programs. We also provide all the necessary containers, pallets, packaging, and other transport materials, simplifying your role in the process.

We'll take care of properly mining your rubber berm trap. For more information or to schedule a cleaning, contact us at 877.852.2418 or support@actiontarget.com

RANGE VISITS

Action Target works with you to build a plan that determines the appropriate number of annual visits your range requires. These visits include a number of specialized services to keep your range running at peak condition.

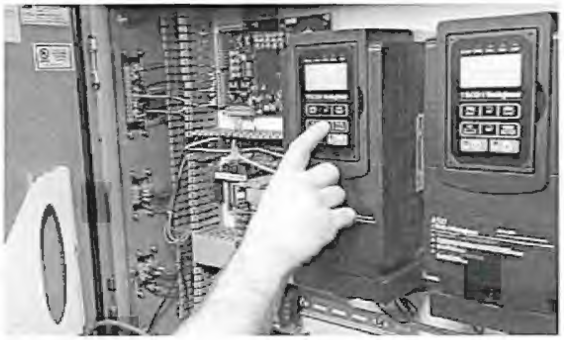
- **Product Inspections:** Our technicians thoroughly inspect your range products for wear and assess necessary service and maintenance protocols.
- **Product Servicing:** Any products in need of service are taken care of on-site. Be it electrical, pneumatic, or physical, our technicians have the skills and knowledge to restore equipment operation.
- **Preventative Maintenance:** Keeping your products in working order is more important than fixing problems. Our technicians perform necessary preventative maintenance such as greasing, tensioning, and filter replacement.
- **Staff Training:** When our technicians are on-site, they are available to provide ongoing equipment training for your staff.
- **Range Cleaning:** We offer a variety of range cleaning services to keep your range safe for staff and clients.

Our expert technician range visits is the backbone of our maintenance plans.

RANGE CLEANING

With staff and client safety as our top priority, we provide cleaning services to help you maintain a safe and sanitary range.

- **General:**
  - HEPA vacuum:
    - Ventilation vents.
    - Floor and walls.
    - Ceiling and wall baffles.
    - Target retriever tracks.
    - Shooting stall soft surfaces.
  - Maintain and clean your HEPA vacuum including filter changes as needed.
  - Wet wipe shooting stall hard surfaces.
  - Clean shooting stall glass.
  - Remove, replace, and properly dispose of air filters.
- **Steel Bullet Traps:**
  - Gather and dispose of bullet fragments, bullet jacket fragments, and other debris.
  - HEPA vacuum:
    - Exposed surfaces.
    - The area behind the trap.
  - Remove lead ingots and other accumulation.
- **Rubber Berm Traps:**
  - Remove rubber from the trap.
  - Separate and dispose of lead and other debris.
  - Place rubber back on the trap.
  - Apply fire retardant.



RANGE MAINTENANCE

We provide resources to help you maintain your range. From maintenance schedules to operation and maintenance manuals, we ensure you are prepared to properly care for your equipment.

- **Protect Your Warranty:** Performing all of the required maintenance is key to keeping your equipment under warranty. A regularly scheduled maintenance plan with trained Action Target technicians is the optimal way to make sure this happens.
- **Save Time:** Many range operators simply don't have the manpower, expertise, or time to keep their equipment properly maintained. When lack of maintenance leads to equipment failure, critical operating time is lost. Whether your range is a training facility or a commercial operation, an Action Target maintenance plan will help you focus your time on the important business of running your range.

Customized maintenance plans are available for any range. For more information or to schedule a service, contact us at **877.852.2418** or **support@actiontarget.com**

INDUSTRY-LEADING SELECTION

PAPER AND CARDBOARD TARGETS
With more than 1,000 target designs, we offer a greater selection than anyone else in the industry.

TARGET BACKERS
We stock a variety of backers to fit any target system.

STEEL TARGETS
We offer a wide variety of innovative steel targets.

EYE AND EAR PROTECTION
Keep your customers safe with quality ear and eye protection designed for target shooting and tactical situations.

FIREARM STORAGE AND CLEANING
Keep your rental guns secure and working smoothly with our selection of firearms storage, cleaning, and lubrication gear.

RANGE CLEANING PRODUCTS
Keep your range safe and clean with products designed to remove lead from hands, shoes, floors, and other surfaces.

HVAC FILTERS
Specifically designed to filter lead and high loading conditions found in indoor firing range applications.

Visit **Shop.ActionTarget.com** to see our full selection of items and to place your order.

DEALER DISCOUNTS

Receive discounts on your range products by becoming an Action Target dealer. We currently have three discount tiers based on annual purchase volume. Each level has progressively deeper discounts. **Contact customer care at 1.800.779.0182 to learn more about the discount tiers and sign up.**

1

PLATINUM LEVEL
Dealers with a greater than $8,000 annual purchase volume.

2

GOLD LEVEL
Dealers with a $1,500–$8,000 annual purchase volume.

3

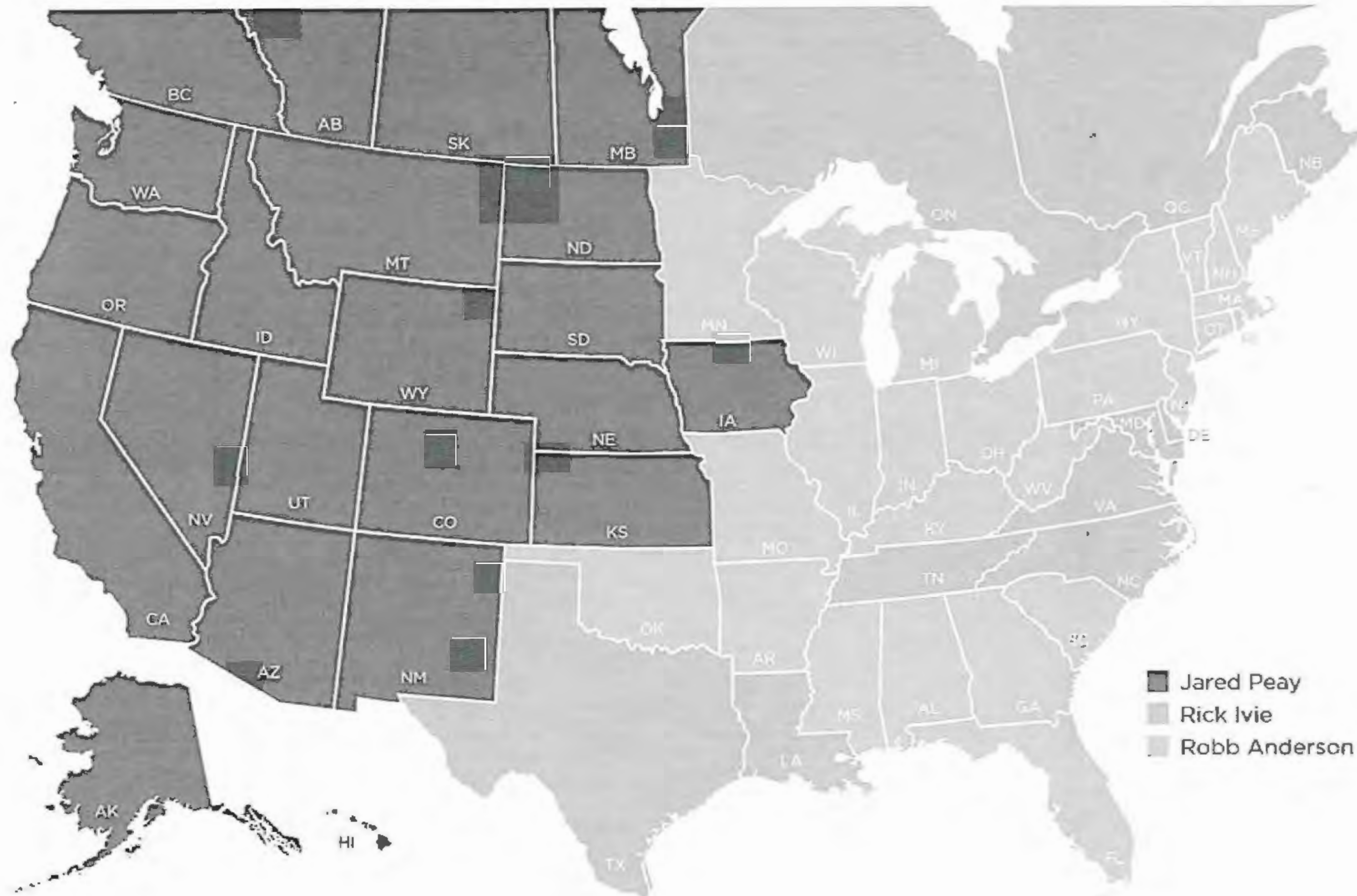
SILVER LEVEL
Dealers with a $500–$1,500 annual purchase volume.

CUSTOMER SERVICE ACCOUNT MANAGERS

JARED PEAY
jaredp@actiontarget.com
801-396-1221

RICK IVIE
rivie@actiontarget.com
801-705-9133

ROBB ANDERSON
robba@actiontarget.com
801-705-9170



Range Environmental Solutions LLC
c/o Farren Rosen
2401 Sunset Blvd, Ste. 300
Houston, Texas 77005
Tel: (713) 637-4022
Service@reswaste.net

CONTRACT FOR MANAGEMENT OF WASTE SERVICES

THIS CONTRACT FOR MANAGEMENT OF WASTE SERVICES ("**Agreement**") between Range Environmental Solutions LLC and its subsidiaries, assigns, and contractors on the one hand ("**Contractor**") and Customer (identified on this page below) on the other hand is effective as of the date signed by the Parties below (the "**Effective Date**") and includes the Attachments. Contractor and Customer are sometimes referred to each as a "**Party**" or together as "**Parties**". This Agreement includes this cover page and the following Attachments:

Attachment 1 – TERMS AND CONDITIONS
Attachment 2 – PRICING INFORMATION
Attachment 3 – ENVIRONMENTAL SERVICES ADDENDUM
Attachment 4 – ATI METAL CREDIT PAYMENT AUTHORIZATION

"**Customer**":	Name:		
	Address:		
	City/State/Zip:		
	Tel:	Fax:	
	Authorized Agent:	Email:	

AUTHORIZED:	**ACCEPTED AND AGREED:**
Range Environmental Solutions LLC	**CUSTOMER:**____________________
Authorized Signature	Authorized Signature
Printed Name and Title	Printed Name and Title
Date of Authorization	Date of Acceptance

of the invoice. In the event Customer has a good-faith objection to an invoice, Customer shall pay the undisputed amount pursuant to the terms of this Agreement and notify Contractor of such objection in writing within twenty (20) days; failure to object in writing within twenty (20) days constitutes waiver of objections to invoices.

c. **Late Payment.** For any late payment received by Contractor, Contractor shall charge Customer a service charge of one and one-half percent (1½%) per month of the outstanding invoice amount or the maximum percentage allowed by law, whichever is less. Customer shall pay all reasonable costs of collection, including attorneys' fees and expenses, incurred by Contractor in the collection of payment of invoices which are not timely paid by Customer.

d. **Non-Payment of Invoices.** If payment of Contractor invoices is not maintained on a 30-day current basis, Contractor may suspend further performance of any or all Services and/or withhold any and all materials, labor, work or data from Customer until full payment is made.

e. **Change in Fees or Rates.** Contractor shall have the right to revise any of the prices upon thirty (30) days' written notice to Customer; including upon notice of any price or fee increase to Contractor imposed by Service Provider.

SECTION 5. CUSTOMER SITE ACCESS. On the date of Service, Customer must have the range available for the Service Provider to perform the Service. Customer shall allow Service Provider access to such Customer's property and/or worksite during regular business hours as necessary to perform Services. Customer shall provide the Service Provider a safe working environment for any Services performed. Service Provider, its employees and subcontractors are required to comply with any safety procedures at the work site, provided such procedures are conspicuously and legibly posted in the working area or have been delivered, in writing, to Contractor or Service Provider prior to the commencement of Services, if such procedures are delivered to Contractor, Contractor will provide the safety procedures to the Service Provider. Customer hereby provides permission granting Service Provider, its employees, agents and subcontractors to enter the property on which the Services are to be performed for the purposes of performing the Services.

SECTION 6. INDEPENDENT CONTRACTOR. The relationship between Contractor and Customer under this Agreement shall be that of independent contractors. Each party shall exercise its own discretion in the method and manner of performing its duties, and neither party shall exercise control over the other except insofar as may be necessary to ensure performance and compliance with this Agreement. Employees, methods, equipment and facilities used by a party shall at all times be under its exclusive direction and control. Nothing in this Agreement shall be construed to designate either party, or any of its employees, as employees, agents, joint venturers or partners of the other party.

SECTION 7. STANDARD OF CARE OF SERVICE PROVIDER. Contractor agrees that it will only engage Service Providers to provide the Services that (i) possess the business, professional, and technical expertise to perform the Services, (ii) possess the equipment, facilities, and employees to perform the Services, (iii) are capable of performing the Services in a safe and workmanlike manner consistent with the care and skill ordinarily exercised for such services by other companies providing similar services under similar circumstances and conditions at the same time and in the same locality, (iv) agree to perform the Services in compliance with all valid and applicable laws and regulations, including all local, state and federal environmental laws, and (v) represent to Contractor that its facilities have been issued all material permits, licenses, certificates, or approvals required by applicable statutes, ordinances, orders, rules and regulations necessary to perform the Services (hereinafter the "Standard of Care"). CONTRACTOR MAKES NO OTHER WARRANTIES OF ANY KIND, WHETHER WRITTEN, ORAL, EXPRESS, STATUTORY, OR IMPLIED (WHETHER ARISING UNDER LAW OR EQUITY OR CUSTOM OF USAGE), INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

SECTION 8. FORCE MAJEURE. Except for the obligation to pay for Services, any delay or failure of either party to perform its obligations hereunder shall be excused if, and to the extent, caused by acts of God, action of a governmental authority (including, but not limited to, revocation of permits and changes in applicable laws, regulations, rules or administrative practices of any governmental authority), fire, flood, windstorm, explosion, riot, war, sabotage, labor problems (including lockouts, strikes and slowdowns), court injunction or order or other such causes that are beyond the reasonable control of the affected party and without its fault or negligence; provided, that prompt notice of such delay shall be given by the affected party to the other party. Each of the parties hereto shall be diligent in attempting to remove such cause or causes but shall not be under any obligation to settle strikes by its employees.

SECTION 9. TERMINATION. Either party may terminate this Agreement or any Services under this Agreement upon thirty (30) days prior written notice if the other party has breached any material provision of this Agreement, including non-payment and/or partial payment of invoices. The notice of termination shall specify the date when this Agreement or Services terminates and the reasons for termination. If this Agreement is terminated under this section, Customer shall pay Contractor for the Services performed up to the date of the termination of this Agreement.

SECTION 9. WAIVER. Any failure by either party to enforce any of the terms or conditions of this Agreement shall not constitute a waiver of such terms or conditions and shall not affect or impair such terms or conditions in any way or the right of either party at any time to avail itself of such remedies as it may have for any default in the performance of such terms or conditions.

SECTION 10. INDEMNIFICATION. To the fullest extent permitted by law, Customer agrees to indemnify, defend and hold Contractor and its affiliates and subsidiaries, and its and their respective contractors and subcontractors, including Service Providers, and their respective members, managers, directors, officers, employees, representatives, invitees and agents (the "Contractor Parties") harmless of, from, and against any and all claims, damages, losses, demands, lawsuits, judgments and costs of suit or defense, including attorney fees (collectively "Claims"), whether for personal injury, property damage, direct or consequential damage, or economic loss directly or

ATTACHMENT 2

PRICING INFORMATION

Range Name:

Pricing:
2-cubic yard super sack:

- 2-5 cubic yards – All in cost $850/cubic yard.
- 6+ cubic yards – All in cost $600/cubic yard.

1-cubic yard box:

- 2-5 cubic yards – All in cost $1050/cubic yard.
- 6+ cubic yards – All in cost $800/cubic yard.

Pricing is based on 400 lbs/cubic yard. Additional weight will be charged at $0.70/lb.
Sacks and boxes must be on pallets.
Generally, a 2-cubic yard sack full of pre filters weighs about 300 lbs.
Mid and HEPA filters should be spread out across multiple pallets in order to avoid excess cost for weight.
It is the ranges responsibility to ensure that sacks/boxes are loaded with materials layered in an orderly fashion and are stable for safe transportation.

Additional charges for range account may include:
$100 demurrage after 1st hour of loading
$350 charge if material is not packaged or staged correctly for pickup (resulting in missed pickup)
$350 cancellation fee with less than 72 hours notice
$250 for urgent, unscheduled pickup
$500 for scheduled pickup on weekend or after hours
Other fees may apply if material does not conform to description and must be repackaged at handling facility if straight out rejected.

Pricing is based on approved waste: lead contaminated filters, ppe, and other lead contaminated debris produced by the range.

Pricing includes:
UN-rated packaging required by EPA/DOT
All documentation including Waste Profile and Manifest (Customer will receive the customer copy of the manifest on pickup. Customer will receive the facility signed off copy by mail within 35 days of proper disposal)
Pickup at their facility
Disposal at hazardous waste landfill
Environmental, insurance, and security fees
Fuel surcharge
LTL Stop fee

With minimum of 10 cubic yard annual commitment, Contractor will provide for 2 hours of waste management related consulting by environmental engineers to each range free of charge. Assistance will include technical interpretations of state and federal regulations as well as help with paperwork for the jurisdiction in which the gun range operates. Without a 10 cubic yard annual commitment, this service is available for a $500 fee.

Pricing does not include city, state, and federal taxes

ATTACHMENT 4

ATI METAL CREDIT PAYMENT AUTHORIZATION

Dear Customer,

By signing this form below you authorize Action Target, Inc. ("ATI") to use credits generated from Customer's contract with ATI for the removal and recycling of expended brass cartridge scrap and range lead scrap to pay invoices payable by Customer to Range Environmental Solutions LLC ("Contractor") for the Services provided by Contractor to Customer under the Contract for Management of Waste Services between Customer and Contractor until Customer rescinds such authorization.

ACCEPTED AND AGREED: **CUSTOMER:**____________________________________
Authorized Signature
Printed Name and Title
Date of Authorization

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson CPPB, Senior Buyer

DATE: August 31, 2020

SUBJECT: Sole Source Purchase – C2AE Engineering Services

Please include this Sole Source packet of information in your transmittal to Council as required by the Purchasing Ordinance Section 206.05.

In summary, the Purchasing Office processed the following Sole Source transaction:

Department: Public Service Department, Engineering Division

Vendor: C2AE

Item Purchased: Consultant for Pathway Design and Monitoring of the Forest Rd. Pathway and follow up engineering for the construction services.

Dollar Amount: $ 80,221.06 from Major Street Major Maintenance account 202.453601.974100.50002

Additional information pertaining to this purchase is attached for your information.

This letter is filed in accordance with the Purchasing Ordinance Section 206.05 (a) and (b).

slr

CITY OF LANSING
124 W. Michigan Ave
Lansing ,MI 48933
(517) 483-4128

PURCHASE ORDER	
P.O. NUMBER	P086768
DATE	08/18/20
VENDOR I.D.	V005254
DELIVERY DATE	
FOB	
REQUISITION NO	PR015390

OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.

TO: C2AE INC
106 W ALLEGAN STE 500
LANSING, MI 48933

PHONE# (517) 371-2013 FAX# (517) 371-2013

DELIVER ITEMS TO:

PUBLIC SERVICE DEPARTMENT ENGINEERING
124 W MICHIGAN AVENUE 7TH FL
LANSING, MI 48933

SEND INVOICE TO:

PUBLIC SERVICE DEPARTMENT ENGINEERI
124 W MICHIGAN AVENUE 7TH FL
LANSING, MI 48933

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	FOREST RD PATHWAY	80,211.	LS	1.00	80,211.06
				TAX	0.00
				TOTAL	80,211.06

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

1. Goods other than those specified on this order must not be substituted or prices changed without authorization.
2. If the quantity shipped is short of the purchase order quantity, specify on the packing slip if that quantity is on back order or cancelled.

Federal Tax ID: 38-6004628

AUTHORIZED SIGNATURE

XV B 2 x

CITY of LANSING

INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor
Samantha Harkins, Deputy Mayor

FROM: Stephanie Robinson, CPPB Buyer

DATE: **July 9, 2020**

SUBJECT: Sole Source Purchase – C2AE Engineering Services

The Public Service Department Engineering requests that C2AE be designated as a sole source consultant for pathway design and monitoring of the Forest Rd Pathway and follow up engineering for construction services.

Please see the attached letter and approval from Andrew Kilpatrick.

Based on the attached letter we recommend issuing a sole source purchase order to C2AE in the amount of $ 80,211.06 from the Major Street Major Maintenance account 202.453601.974100.50002

Attachment

Date 7-13-20

Approved X Denied ___

Andy Schor, Mayor

Sole Source

PUBLIC SERVICE DEPARTMENT
7th Floor City Hall
124 West Michigan Avenue
Lansing, Michigan 48933
(517) 483-4455
FAX: (517) 483-6082
www.lansingmi.gov/pubserv

Andy Schor, Mayor

WORKING TOWARD A CLEANER GREENER LANSING

TO: **Stephanie Robinson, Senior Buyer**

FROM: **Andrew K. Kilpatrick, Public Service Director**

DATE: **June 15, 2020**

SUBJECT: **Forest Road Pathway**

C2AE is designing and overseeing the off-site roadway improvements for the McLaren Greater Lansing project on Forest and Collins Road. The City has grant funding to construct a pathway on Forest Road from I-496/US-127, at the west end of the McLaren property, to Harrison Road.

Since C2AE is the design and construction engineering consultant for the McLaren work on Forest Road, and already has CAD files and preliminary survey for this corridor, the Public Service Department recommends using them to perform the pathway design and construction oversight work, on a sole source basis. Using a separate consultant to design and oversee the work would be inefficient and would create coordination issues.

C2AE is on the City's list of pre-qualified engineering firms and has a long history of working with the City on similar projects. A submittal letter and proposal, dated March 24, 2020, are attached.

The total amount in the proposal is $358,935.40 and includes road and pathway design for Collins, Dunckel, and Forest Roads. Since McLaren is not intending to make roadway improvements during this phase of the project, all tasks outside the Forest Road pathway (Tasks IB, IC, IIB, and IIC) would only be used if EDA or other grant funding is obtained for this work. **The purchase order will only fund the Forest Road pathway and will begin with (Task IA) totaling $80,211.06.** The total amount for design and construction of the pathway is approximately $145,000. If work proceeds with the other projects, it will be bid out, or another sole source memo will be submitted.

Funds for this project are available in FY '21 in account 202.453601.974100.50002, Major Street Major Maintenance

If you have any questions regarding this sole source recommendation, please let me know.

c2ae
architecture • engineering

106 W. Allegan St. Suite 500
Lansing, MI 48933
O: 517.371.1200
www.c2ae.com

March 24, 2020

Mr. Andrew K. Kilpatrick, PE
Public Service Director
City of Lansing
124 West Michigan Avenue, 7th Floor
Lansing, MI 48933

Re: Proposal – Forest Road and Collins Road Non-Motorized Pathways and Roadway - Updated Design and Construction Engineering Services

Dear Mr. Kilpatrick,

Thank you for the opportunity to provide our proposal for your consideration. We are excited by the prospect of partnering with the Public Service Department to create non-motorized paths (NMP) for the community to enjoy and to provide roadway engineering services on Forest Road and Collins Road in conjunction with the work being completed by McLaren Greater Lansing (MGL) related to the replacement hospital. We have firsthand knowledge of the Forest Road Non-Motorized Pathway project key elements, and we will use our valuable related experience in the project corridor, with similar City of Lansing NMP projects, and on several other trail projects for municipalities across Michigan.

Per the City's request, we have separated out the design and construction oversight costs for the Forest Road NMP separate from the other work.

C2AE team members have applicable past experience and attributes to address the following critical project elements:

- Coordination with project stakeholders (Public, City, MDOT, McLaren Greater Lansing, CATA, MSU Foundation, Henry Center, Candlewood Suites, Forest Akers and the University Club)
- Separation of bid items for various funding sources
- Maintenance of traffic
- Permitting processes

This proposal is valid for 30 days.

Please do not hesitate to contact us should you have any questions or concerns, or if you need additional information.

Sincerely,
C2AE

Al Kaltenthaler

Al Kaltenthaler, PE, SE
Senior Project Manager

Bill Kimble, PE
Government Leader

PROJECT UNDERSTANDING FOREST ROAD NON-MOTORIZED PATH -UPDATED

The City has an FY 2022 Congestion Mitigation/Air Quality (CMAQ) funded project on the Transportation Improvement Program (TIP) for the Forest Road Non-Motorized Pathway (NMP) from US-127 to Harrison Road, 0.6 miles in length. The estimated construction cost on the TIP is $637,500 ($509,486 Federal and $128,014 Local). Funding for additional elements is being pursued by the City as well. It is anticipated the projects will be constructed in 2021 in conjunction with the McLaren Greater Lansing (MGL) Forest Road utilities and roadway upgrades project that is tentatively scheduled to begin construction in the early spring of 2021. The MGL Forest Road project will be bid and paid for by MGL. The goal is to bid the CMAQ funded NMP and other NMP projects listed below soon after the MGL project is awarded. The NMP work will be designed and bid utilizing the MDOT Local Agency Programs (LAP) process. Note the list below has been updated based on a meeting between the City of Lansing and C2AE on 10/11/19.

The Forest Road, Collins Road and Dunckel Road NMP's will include the following (see attached maps):

1. NMP grading only on Forest Road from Staten west to Evergreen Cemetery – (1,800')
2. One-way paths (8' wide) on the east and west side of Collins from just south of the MGL North Site Drive to the roundabout on the west side of Collins and just north of the intersection of Forest and Collins on the east side of Collins
3. NMP along south side of Forest Road from just east of US-127 (Bear Lake path connection) then north east of Candlewood Suites east drive to the east side of Harrison Road (3,200'), effort includes grading and drainage design for paths
4. One-way path south of Forest Road from 300' west of Harrison Road to the east side of Harrison Road (650')
5. A sidewalk connection from the proposed NMP on the south side of Forest Road to the MSU Foundation parking lot on the north side of their facility.
6. A sidewalk connection from the proposed NMP to the University Club main entrance.
7. An NMP path from the NMP on Forest Road into the MGL site along the east side of US-127/I-496 (approximately 1,500' south of Forest Road) or to the proposed MGL Parking Structure. Exact location and route to be determined.
8. 10' wide NMP on north side of Dunckel from Collins Rd. west to the NB US-127 on ramp (500') No work is included for paths along US-127
9. 10' wide NMP's on both sides of Collins north of Dunckel Rd to north of Spring Arbor parking lot (east side 460'), and on west side of Collins it will be 10' wide path to S. Technology Blvd. (1800')
10. Sidewalk on north side of Forest Road from east Candlewood Suites drive to east U Club (main) drive
11. Sidewalk on U Club property including crossing from west of U Club east (main) drive south across Forest Road and extending the east U Club sidewalk down the east side of the drive
12. Widen SB Collins Rd for shared use bike lane from S. Technology Blvd to Dunckel Rd (1,760')
13. Extending SB Collins flare at Biotechnology Blvd (north 420', south 500')
14. Reduce width of Collins Road SB near N. Technology Blvd. (430')

One section of the Forest Road NMP will ultimately connect to the Bear Lake NMP that the City is constructing north/south along the US-127/I-496 corridor and to the City of East Lansing bike lanes on Harrison Road.

The proposed pathways will be 10' wide (or as noted) with a likely cross section of HMA over aggregate base; although there may be several areas of concrete pavement for connectivity to existing sidewalk and MGL facilities. There are no anticipated impacts to the wetlands on MGL property or obvious poor soils. All work is outside the 100-year floodplain.

In general, the project will be designed in accordance with the 2012 AASHTO Guide for the Development of Bicycle Facilities as well as City of Lansing and MDOT LAP standards.

There will be coordination with the City of Lansing, MSU Stakeholders, KMG, Granger Construction, and CATA.

C2AE will provide an update to the sub regional map showing proposed paths.

Design Survey
The design survey will be completed by PEA, Inc. and will be combined with the survey completed for the MGL projects, also surveyed by PEA, Inc.

The City of Lansing will secure permission from MGL to use this topographic survey for their projects.

Geotechnical Engineering
SME will obtain 8 borings at 5' depth for widening of Collins road and an additional 4 borings at 5' depth for the paths.

Hydraulics & Drainage System
The project will not adversely impact the existing drainage system. Some catch basins may have to be relocated and/or adjusted based on the proposed pathway work. There are no known issues with the current system and based on discussions with the City no changes or upgrades are required.

A condition survey of the sanitary and storm water manholes and catch basins will not be conducted; however, appropriate quantities will be added to construction documents to correct potential structure adjustments and additional depth adjustments.

Sewer Video Review
We are not anticipating the need to review sewer videos for this project. This work can be added by amendment if required. If desired, C2AE could perform a review of the CCTV survey provided by the City to confirm coding of defects and condition of the existing sewers. Our approach would be to import the CCTV survey data into our CCTV reviewing software (WinCan) by utilizing the National Association of Sewer Service Companies (NASSCO) standard, called the Pipeline Assessment and Certification Program (PACP©). This would allow us to review, comment, and adjust coding during our review efficiently. After the data has been confirmed, we would prepare a summary of the conditions of the reviewed sewer segments and include recommendations for sewer rehabilitation evaluating open cut and trenchless methods.

Utility Coordination
Based on a field review and work completed for the MGL project, the site has both underground and overhead utilities that may be impacted by the project. Potential underground utilities, poles, and hydrants may be impacted.

At the onset of the project, utility records will be collected from each utility and plotted on the construction drawings. The utility poles and streetlights were already collected in the topographical survey, and they will be shown on the plans. Depicted locations will be coordinated and confirmed with utility owners. Following confirmation of utility locations, a preliminary utility conflict analysis matrix will be developed and maintained where all potential conflicts with utilities, both underground and above ground, will be recorded.

Coordination with MGL Project(s)
The proposed pathway will be coordinated with the MGL projects. The approximate schedule for the MGL projects is as follows (detailed design schedules will be available in the near future):

<u>MGL Hospital</u>

- Ongoing – Site Grading and utility upgrades
- 2020 – Sanitary Sewer and Water Main on Forest Road

- 2021 – Forest Road Widening Improvements (University Club to Henry Center)
- 2021 – Forest and Collins Road Intersection Reconstruction to a Roundabout
- 2020 – Forest Road Project, east of Harrison – City of East Lansing
- 2021 – City of Lansing Bear Lake Trail Project

Environmental Permitting and Clearances
The following will need to be secured as part of the project:
- Program Application and associated NEPA clearance
- Soil Erosion Sedimentation Control (through the City)
- City of East Lansing Permit/Coordination for placing temporary construction signs in their right-of-way
- Section 106 SHPO clearance
- MDOT signs in their ROW at ramp terminals

The wetlands on MGL site are not to be impacted and there do not appear to be any other environmentally sensitive areas within the project limits; the project is also not within the 100-year floodplain. There may be some tree removals, which will need to be coordinated with the Federal Requirements for the Indiana Bat Habitats, which restricts when trees can be cut. If needed, the City could cut down the required trees in advance of the project and the stump removals would be included in the contract documents.

Appropriate soil erosion control and sedimentation control measures will be designed and included in the construction documents. The anticipated soil erosion control measures for this project are silt fence, inlet protection fabric drops, and permanent restoration of the disturbed slopes.

Maintenance of Traffic Plans
The maintaining traffic work will consist of a special provision and staging plans as necessary to communicate the requirements for maintaining vehicular and pedestrian traffic adjacent to the work zone. Traffic that is impacted on Forest, Collins, and Dunckel is anticipated to be maintained with a shoulder closure and/or single lane closure/traffic shift into the existing center left turn lane. Traffic regulators will also be used for short-term closures. A majority of the path construction does not impact motoring public, although will need to be coordinated with the MGL projects and adjacent businesses.

Construction Engineering
C2AE will provide construction engineering services to administer and oversee the construction phase of the project. A full-time Resident Project Representative (RPR) will be onsite to provide oversight and documentation during construction operations. We intend to use Rob Brundage or another qualified individual for RPR work. Our RPR will utilize MDOT FieldManager/FieldBook to complete Inspector's Daily Reports (IDRs) for documenting activities completed, materials used, and quantities for each pay item completed each day. With the project located in and adjacent to the MGL projects, our lead RPR onsite will be cognizant of the contractor's traffic control and the impacts the project will have to accessing to their facilities and potential projects (if constructed concurrently).

The construction phase will be administered by experienced and certified professionals. Greg Kray, PE and Colton Kahrs, EIT or an equally qualified engineer will serve as the construction engineer and construction administration engineer, respectively.

Based on C2AE's review of the project scope and maintenance of traffic concept presented previously, we are anticipating a 10-week construction duration. We propose that our RPR will generally be required up to 50 hours a week for the noted 10 weeks in order to provide the required project oversight.

PROJECT UNDERSTANDING FOREST & COLLINS ROAD REHABILITATION DESIGN

MGL will be upgrading Forest and Collins as part of the proposed hospital. The anticipated segments (see attached maps) are:

1. Forest Road from Stoneleigh to Alliance Drive.
2. Forest Road widening from the University Club drive on the west side of the facility to the Henry Center Drive at the east end of facility.
3. Intersection of Forest and Collins, construction of a roundabout.

To avoid having small gaps of existing pavement remain once the MGL hospital opens, the City would like to develop design plans for the following roadway segments:

1. Forest Road between segments 1 and 2 noted above. Approximate length 300 feet.
2. Forest Road between segments 2 and 3 noted above. Approximate length 350 feet.
3. Collins Road between MGL North Site Drive and segment 3 noted above. Approximate length 500 feet.
4. Forest Road from segment 3 noted above to Harrison Road. Approximate length 800 feet.

In addition, the City desires to have the following road design performed:

1. Mill and resurface Collins Road from North Site Drive to Dunckel Road (4,900') (Log job format)
2. Mill and resurface Forest Road from Stoneleigh west to Aurelius Road (2,300') (Log job format)
3. Candlewood Suites east drive reconfiguration (see attached image)

The roadway rehabilitation of the noted segments will consist of either a one course or two course cold mill and HMA resurface. Plan sheets will be developed that include the removal and replacement limits, quantities, and typical cross sections. No geometric or underground utility upgrades are anticipated in these segments. The intent is to include these plans and quantities for work noted above within the MGL bid package for Forest and Collins roadway reconstruction.

There are no anticipated impacts to wetlands and the project is anticipated to be outside the 100-year floodplain.

In general, the project will be designed in accordance with the City of Lansing Standards and the 2018 AASHTO "A Policy on Geometric Design of Highways and Streets" (The Green Book).

Design Survey
Survey will be obtained for this work by PEA, Inc. The City of Lansing will secure permission from MGL for the use of the survey done for their projects.

Geotechnical Engineering
No soil borings are anticipated for the mill and resurface work.

Hydraulics & Drainage System
The project will not adversely impact the existing drainage system. There are no known issues with the current system and, based on discussions with the City, no changes or upgrades are required.

A condition survey of the sanitary and storm water manholes and catch basins will not be conducted; however, appropriate quantities will be added to construction documents to correct potential structure adjustments and additional depth adjustments.

Sewer Video Review
We do not anticipate needing to review sewer video for this project. This work can be added by amendment if needed. If desired, C2AE could perform a review of the CCTV survey provided by the City to confirm coding of defects and condition of the sewers. Our approach would be to import the CCTV survey data, performed utilizing the National Association of Sewer Service Companies (NASSCO) standard called the Pipeline Assessment and Certification Program (PACP®), into our CCTV reviewing software (WinCan). This allows us to review, comment, and adjust coding in our review efficiently. After the data has been confirmed, we would prepare a summary of the conditions of the reviewed sewer segments and include recommendations for sewer rehabilitation, evaluating open cut and trenchless methods.

Utility Coordination
Based on the anticipated construction scope of work, HMA cold milling and resurfacing, minor additional utility coordination is expected. There will be utility coordination required for the narrowing and widening of SB Collins Road to move drainage structures.

At the onset of the project, utility records will be collected from each utility and plotted on the construction drawings. The utility poles and streetlights were collected in the topographical survey and will be shown on the plans. Depicted locations will be coordinated and confirmed with utility owners.

Permitting
The following permits will need to be secured as part of the project:

- Soil Erosion Sedimentation Control (through the City)
- City of East Lansing Permit/Coordination for placing temporary construction signs in their right-of-way

Appropriate soil erosion control and sedimentation control measures will be designed and included in the construction documents. The anticipated soil erosion control measures for this project are silt fence, inlet protection fabric drops, and permanent restoration of the disturbed slopes.

Maintenance of Traffic Plans
The maintaining traffic work will consist of a special provision and staging plans, as required, to communicate the requirements for maintaining vehicular and pedestrian traffic adjacent to the work zone. A majority of the maintaining traffic is anticipated to be done under the MGL projects; although, if separate MOT is needed for this work, traffic impacted on Forest and Collins is anticipated to be maintained with a shoulder closure and/or single lane closure/traffic shift into the existing center left turn lane. Traffic regulators will also be used for short-term closures.

Construction Engineering
C2AE will provide construction engineering services to administer and oversee the construction phase of the project.

It is anticipated that the MGL project will cover the majority of the construction administration time. This proposal will include minimal administration time and additional Resident Project Representative (RPR) time needed to cover this work. A full-time RPR will be onsite to provide oversight and documentation during construction operations specific to this work. We intend to use Jim Kinney or an equally qualified individual for RPR work. Our RPR will utilize MDOT FieldManager/FieldBook to complete Inspector's Daily Reports (IDRs) for documenting activities completed, materials used, and quantities for each pay item completed each day. With the project located in and adjacent to the MGL projects, our lead RPR onsite will be cognizant of the contractor's traffic control and the impacts the project will have to maintaining access to their facilities and potential projects (if constructed concurrently).

The construction phase will be administered by experienced and certified professionals. Greg Kray, PE and Colton Kahrs, EIT or an equally qualified engineer will serve as the construction engineer and construction Administration Engineer, respectively.

Based on C2AE's review of the project scope and maintenance of traffic concept presented previously, we are anticipating a 6-week construction duration. We propose that our RPR will generally be required up to 50 hours a week for the noted 6 weeks in order to provide the required project oversight.

METHOD OF APPROACH/WORK PLAN

Task IA and IC– Design for Forest Road (IA) and Collins Road (IC) NMP
The design process will commence with a kick-off meeting between Lansing City officials, stakeholders, and other team members. At this meeting, we will review past activities, gather existing data for review, explore project goals, identify the stakeholders for the project, review the scope, and discuss the critical elements of the proposed improvements, including schedule, hours, budget, and the City's critical success factors specific to this project.

Base plans will be prepared in accordance with the City of Lansing Public Service Department drafting standards using the City's current version. The plans will be prepared using English units in accordance with City and MDOT requirements at scales approved by the City.

At the completion of the topographic and pickup survey, the base plans will be prepared and utility locations received will be placed on the plans. Coordination with the utility companies will continue through the design phase.

We will identify potential right-of-way/easement issues (permanent and temporary) based on the City's assessor maps, as-constructed drawings, and survey completed for the MGL projects. The general information will be provided for the City's use in securing the property required.

The team will meet with City staff on a monthly basis during the design phase to update progress and submit a written progress report, which will identify work that was completed, work to be completed in the next period, budget status, and decisions needed from the City.

<u>Utility Coordination</u>: From the prepared base mapping, we will assemble a preliminary conflict analysis matrix. We will conduct a preliminary utility coordination meeting if required to coordinate the potential and known conflicts. Where conflicts cannot be resolved through design mitigation, we will clearly notify the utility companies of their need to relocate and the required relocation completion date.

<u>Preliminary Pathway and Related Roadway Design</u>: We will prepare preliminary plans and specifications (special provisions) according to MDOT's required format and create a preliminary opinion of probable construction cost for submittal to the City. We will meet with the City to review the preliminary design package.

<u>Preliminary Maintenance of Traffic Design</u>: We will prepare preliminary maintenance of traffic (vehicular and pedestrian) plans and specifications (special provisions) and we will meet with the City to review.

<u>Preliminary Permanent Pavement Marking Design</u>: Pavement markings will be designed according to City of Lansing standards and reviewed with the City.

<u>SESC/East Lansing Permits</u>: A draft Soil Erosion Sedimentation Control and City of East Lansing permits will be prepared for City review and comment. After finalizing the permit applications, we will submit them. The City of Lansing will sign as the permit applicant and pay the required application fee(s) directly.

Preliminary Plan (75% +/-)/Grade Inspection Submittal: We will prepare a Preliminary Plan package of drawings, special provisions, and preliminary engineer's estimate for City review. Upon City review and approval, we will submit the Grade Inspection Package to MDOT LAP.
Grade Inspection Meeting: We will attend the Grade Inspection meeting with the City and MDOT LAP Engineer.

Final Design: We will prepare final design package in accordance with MDOT LAP format, including plans, specifications, and special provisions, as well as opinion of probable construction cost.

Final Plans: We will prepare final plans including the necessary information and quantities ready for MDOT LAP review and bidding.

Project Meetings: We will attend the following meetings during the course of the project: one project kick-off meeting, one preliminary plan review, two utility coordination meetings with the City and utility companies, one maintenance of traffic review meeting, and four City coordination meetings.

Task IB – Design for Forest and Collins Road Rehabilitation Segments
The design process will commence with a kick-off meeting held with Lansing City officials, stakeholders, and other team members. The purpose of this meeting is to review past activities, gather existing data for review, explore project goals, identify the stakeholders for the project, review the scope, and discuss the critical elements of the proposed improvements, including schedule, hours, budget, and the City's critical success factors specific to this project.

Base plans and log job sheets will be prepared in accordance with the City of Lansing Public Service Department drafting standards using the City's current version. The plans will be prepared using English units in accordance with City and MDOT requirements at scales approved by the City. Note that the Forest Road section from Stoneleigh to Aurelius Road and Collins Road from North Site Drive to Dunckel will be log job format.

Coordination with the utility companies will continue through the design phase.

We will meet with City staff on a monthly basis during the design phase to update progress and submit a written progress report, which will identify work that was completed, work to be completed in the next period, budget status and decisions needed from the City.

Utility Coordination: This is a cold mill and HMA resurface and widening project, therefore a conflict analysis matrix will be developed for conflicts from narrowing and widening.

Preliminary Roadway Design: We will prepare preliminary plans (Candlewood Suites Drive) and log job plan sheets and specifications (special provisions) according to the City's required format and a preliminary opinion of probable construction cost for submittal to the City. We will meet with the City to review the preliminary design package.

Preliminary Maintenance of Traffic Design: We will prepare preliminary maintenance of traffic (vehicular and pedestrian) plans and specifications (special provisions) and meet with the City to review.

Preliminary Permanent Pavement Marking Design: Pavement markings will be included in the project design.

SESC/East Lansing Permits: We will prepare Soil Erosion Sedimentation Control and City of East Lansing permits for City review and comment. After the permit applications are finalized, they will be submitted. The City of Lansing will sign as the permit applicant and pay the required application fee(s) directly.

Preliminary Plan (75% +/-)/Grade Inspection Submittal: We will prepare a Preliminary Plan package of drawings, special provisions, and preliminary engineer's estimate for City review.

Grade Inspection Meeting: We will attend the Grade Inspection meeting with the City.

Final Design: We will prepare the final design package in accordance with City Standards to be packaged with the MGL roadway and utility project. The final design will include plans, specifications, and special provisions as well as the opinion of probable construction cost.

Final Plans: We will prepare final plans, including the necessary information and quantities ready for bidding with MGL project.

Project Meetings: We will attend the following meetings during the course of the project: one project kick-off meeting, one preliminary plan review, two utility coordination meetings with the City and utility companies, one maintenance of traffic review meeting, and four City coordination meetings.

Task IIA and IIC – Construction Engineering for Forest (IIA), Collins and Dunckel Road (IIC) NMP

We anticipate the construction duration for the projects as follows:

Estimated construction time is 10 weeks and is anticipated to be constructed in 2021. Traffic that is impacted on Forest and Collins is anticipated to be maintained with a shoulder closure and/or single lane closure/traffic shift into the existing center left turn lane. Traffic Regulators will also be used for short-term closures. A majority of the path construction does not impact motoring public; although, it will need to be coordinated with the MGL projects. We assume our on-site representatives will be on the projects for 10 hours/day, five days a week. The widening and narrowing of SB Collins Road will warrant flagging and single lane traffic at times.

C2AE will provide engineering staff for project management, office administration, SESC site checks and coordination of material testing including plant inspection, and construction observation. The office administrator will be responsible for the preparation of all MDOT required documentation utilizing Field Manager software. Construction staking will be provided by PEA, Inc.

A prequalified geotechnical firm (SME) will perform on-site and off-site material testing requirements. Specifically, their role will be to provide material gradations, HMA inspection, and compressive strength tests for concrete. C2AE will perform density checks of the subgrade and aggregate base material, as well as trench backfill.

Our inspectors are qualified and have worked on several federally aided projects in the past. Most importantly, our field representatives will communicate with the property owners and other contractors during all phases of construction.

As-constructed plans showing the final configuration of each project will be prepared for the pathway as constructed. As-built plans will be prepared in accordance with the City's standards in PDF format. Check prints will be submitted 90 days following completion of construction operations.

Work Task Descriptions:

- Schedule and attend pre-construction and bi-weekly construction progress meetings.
- Provide construction staking/layout.

- Provide a full-time resident project representative in conformance with MDOT requirements.
- Provide certified office technician services for documentation in accordance with MDOT requirements utilizing Field Manager. Schedule materials testing requirements. Complete project closeout in accordance with MDOT Standards.
- Provide project management throughout the project duration.
- Provide record drawings depicting the final field measurements in accordance with City standards in PDF format.

Task IIB – Construction Engineering for Forest and Collins Road Rehabilitation Segments

We anticipate the construction duration for the projects as follows:

Estimated construction time is six weeks, and it is anticipated to be constructed in 2021 as part of the MGL roadway and utilities projects. It is our understanding that the MGL will cover most of the project administration type costs and this proposal is primarily for the additional RPR services needed for the two-week duration. We assume our on-site representative will be on the projects for ten hours/day, five days a week.

C2AE will provide engineering staff with minimal hours for project management, office administration, and an RPR for SESC site checks and construction observation. We do not anticipate needing material testing or HMA plant inspection. HMA density testing is included.

Our inspectors are qualified and have worked on both locally funded and federally aided projects in the past. Most importantly, our field representatives will communicate with the property owners and other contractors during all phases of construction.

As-constructed plans showing the final configuration of each project will be prepared. Record Drawings will be prepared in accordance with the City's standards in PDF format. Check prints will be submitted 90 days following completion of construction operations.

Work Task Descriptions:

- Provide a full-time resident project representative in conformance with City requirements.
- Provide minimal office administration for documentation of the City constructed elements.
- Provide project management throughout the project duration.
- Provide record drawings depicting the final field measurements in accordance with City standards in PDF format.

Additional Services and Assumptions

Additional services will be performed as requested, upon written approval from the City. These additional services will be scoped and negotiated before performance commences. Additional services are those services not specifically listed in the proposal. These services may include, but are not necessarily limited to, the following:

- Grading easements/right-of-way purchases for construction.
- Phase I, Phase II, or Baseline Environmental Site Assessments.
- Mass mailings to local residents, business owners, or citizens groups.
- Topographic survey for Forest Road from Stoneleigh to Aurelius Road: $10,000
- Topographic survey for Collins Road from N Site Drive to Dunckel Road: $8,000

Moreover, we assume the following:

- The City of Lansing will secure permission from the MGL for use of the Design Survey and Geotechnical Data completed for their project(s).
- The City will provide any existing planning documents and/or plans and drawings relative to the site requirements.
- The City will provide access/right of entry for any pickup survey, if needed.
- The City will apply for and pay all regulatory permit fees. The Design Team will prepare the permit(s) for the City's review, signature and submittal.
- The City will provide the design/information for a potential Rectangular Rapid Flash Beacon (RRFB) at Forest Road crossing, if deemed necessary.
- Up to two conceptual layouts for the NMP will be provided for City and MGL review and approval. The preliminary (Grade Inspection) and final design will be based on the selected and approved alternative layout.

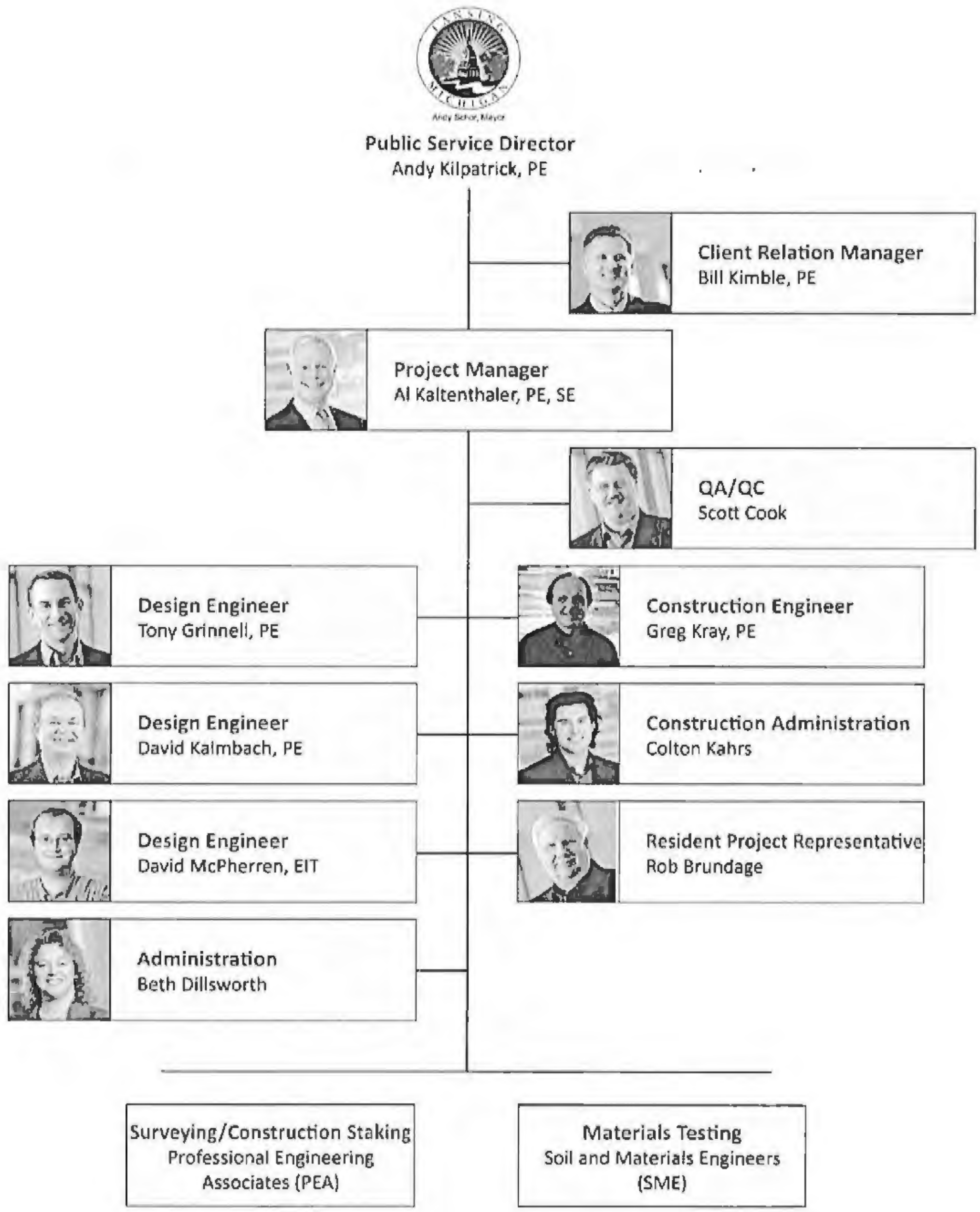
ANTICIPATED PROJECT SCHEDULE

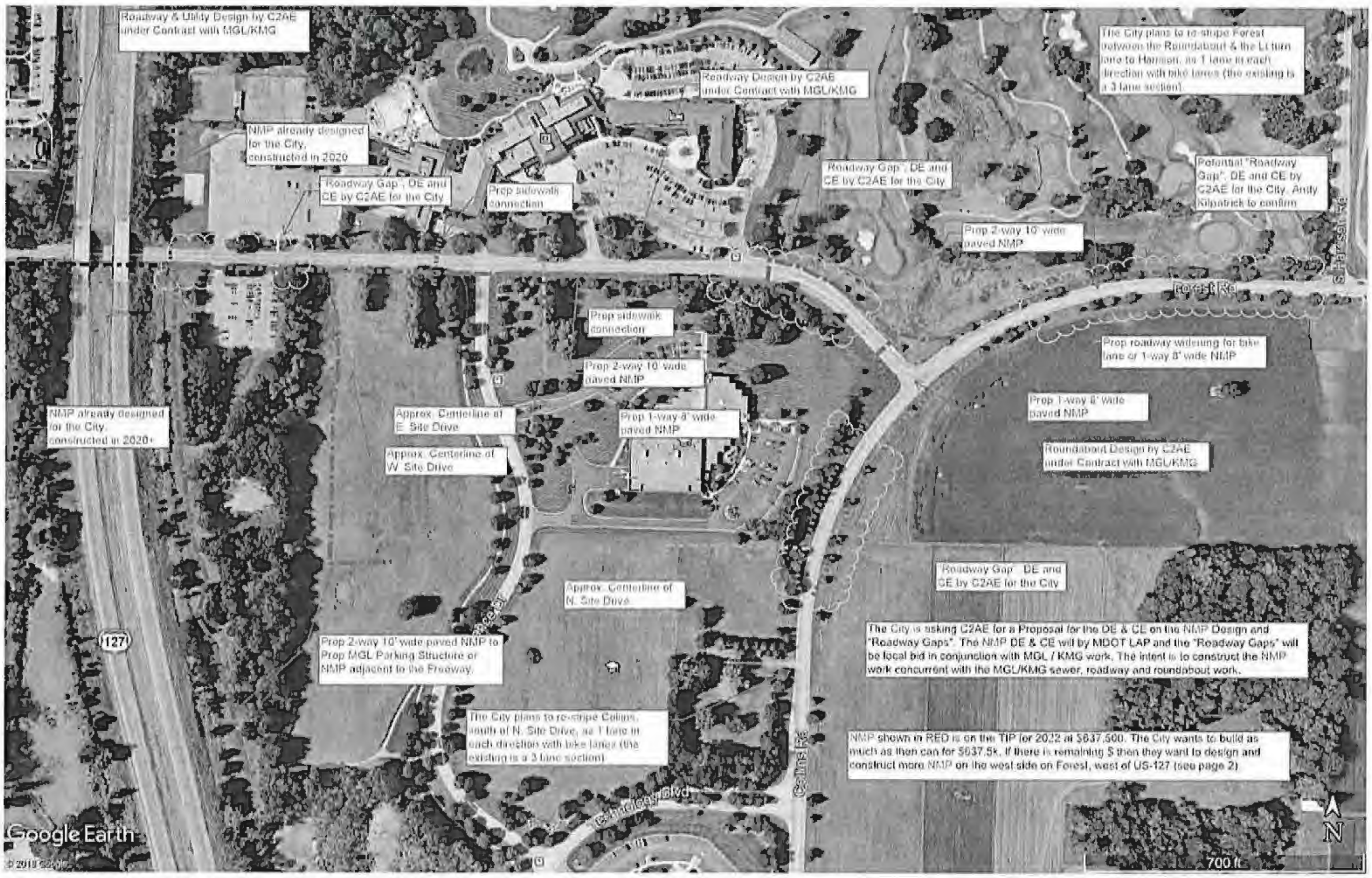
C2AE will start with concepts and development of the Programming Application and NEPA process as soon as we receive notice to proceed.

This project will follow the MDOT Letting schedule for a 2021 letting and will coordinated to be bid immediately after the award of the MGL Forest Road project. Schedule updates will be developed as the MGL project progresses.

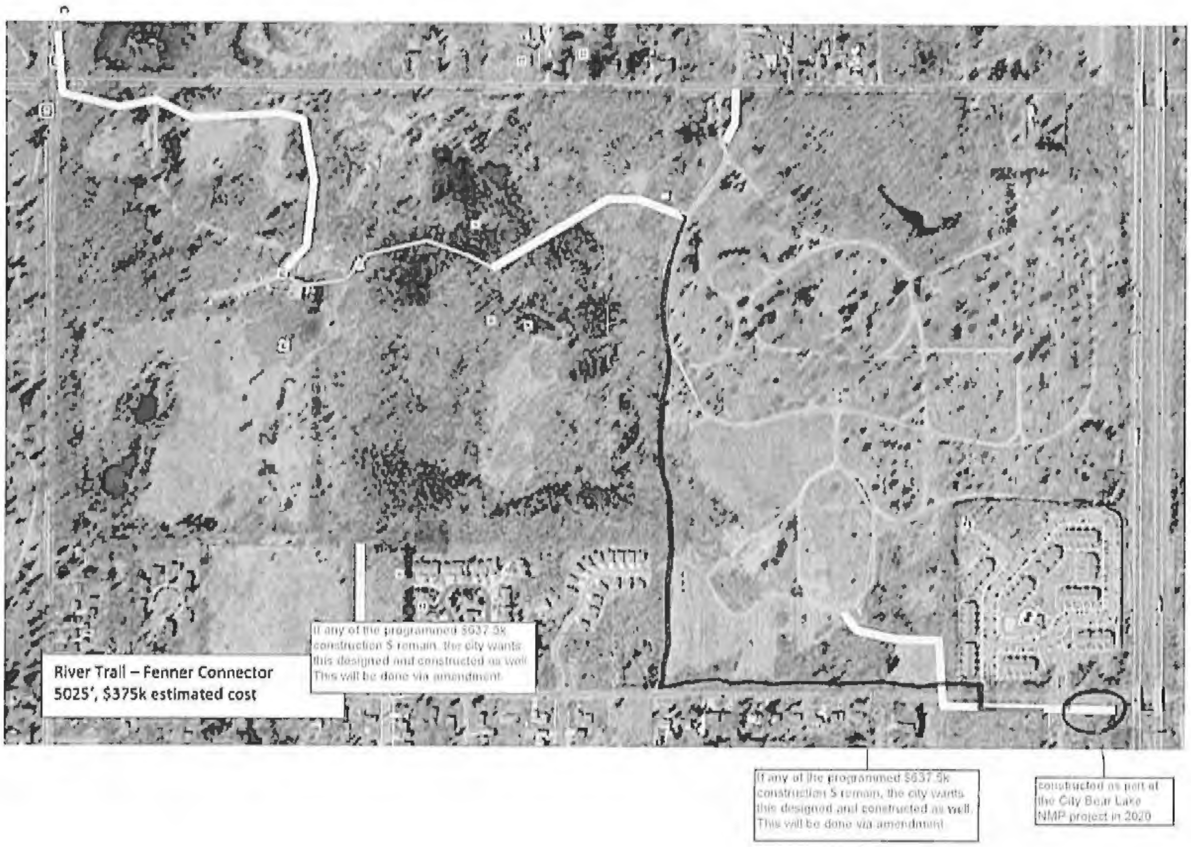
If the NMP work extends beyond 2021 construction, the budget will need to be reevaluated.

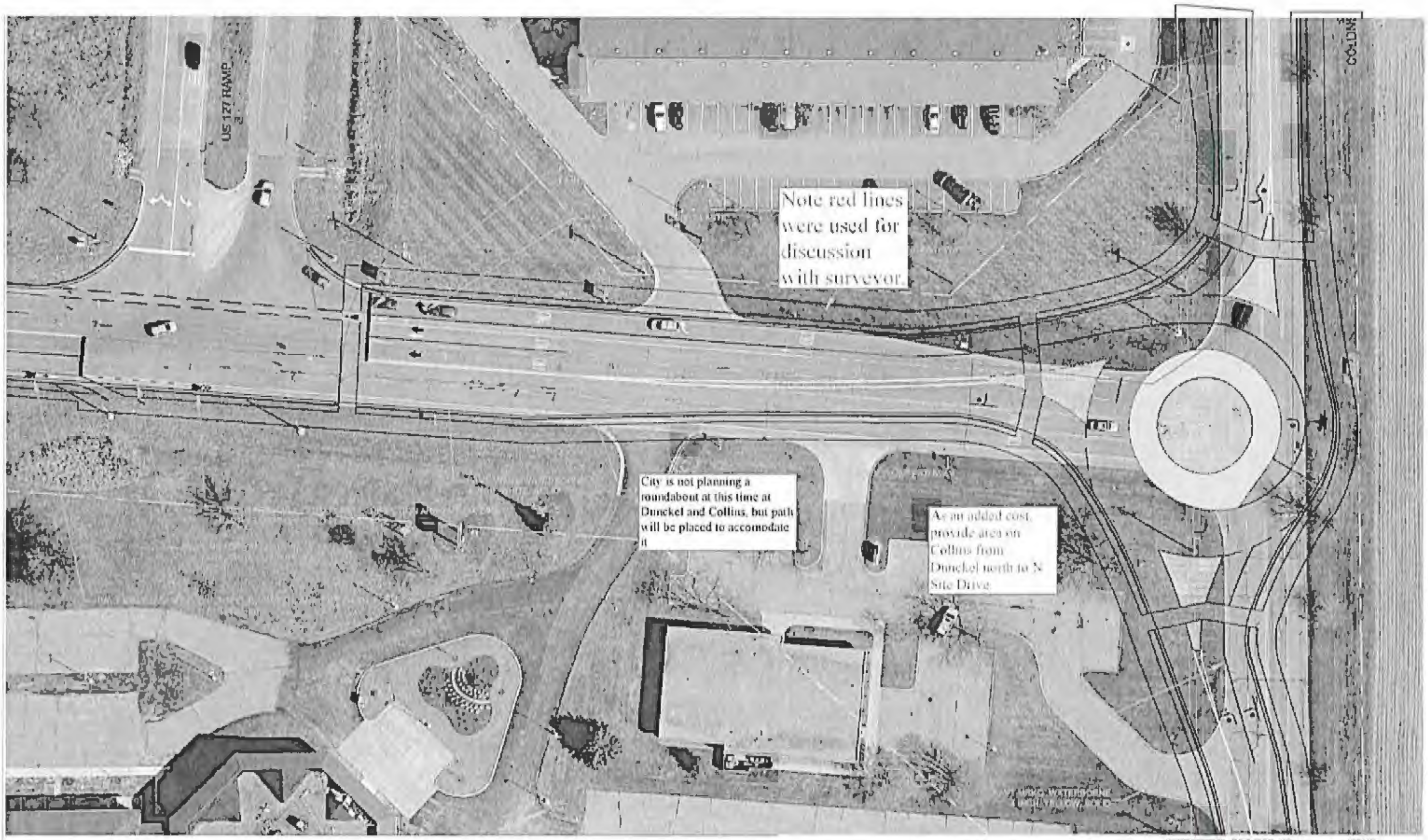
ORGANIZATION CHART





Roadway & Utility Design by C2AE under Contract with MGL/KMG
Readway Design by C2AE under Contract with MGL/KMG
The City plans to re-stripe Forest between the Roundabout & the Lt turn lane to Harrison, as 1 lane in each direction with bike lanes (the existing is a 3 lane section)
NMP already designed for the City, constructed in 2020
"Roadway Gap", DE and CE by C2AE for the City
Prop sidewalk connection
"Roadway Gap", DE and CE by C2AE for the City
Potential "Roadway Gap", DE and CE by C2AE for the City. Andy Kilpatrick to confirm
Prop 2-way 10' wide paved NMP
Forest Rd
S Harrison Rd
Prop sidewalk connection
Prop roadway widening for bike lane or 1-way 8' wide NMP
Prop 2-way 10' wide paved NMP
NMP already designed for the City, constructed in 2020+
Approx. Centerline of E. Site Drive
Prop 1-way 8' wide paved NMP
Prop 1-way 8' wide paved NMP
Approx. Centerline of W. Site Drive
Roundabout Design by C2AE under Contract with MGL/KMG
"Roadway Gap" DE and CE by C2AE for the City
Approx. Centerline of N. Site Drive
127
The City is asking C2AE for a Proposal for the DE & CE on the NMP Design and "Roadway Gaps". The NMP DE & CE will by MDOT LAP and the "Roadway Gaps" will be local bid in conjunction with MGL / KMG work. The intent is to construct the NMP work concurrent with the MGL/KMG sewer, roadway and roundabout work.
Prop 2-way 10' wide paved NMP to Prop MGL Parking Structure or NMP adjacent to the Freeway.
The City plans to re-stripe Collins, south of N. Site Drive, as 1 lane in each direction with bike lanes (the existing is a 3 lane section)
NMP shown in RED is on the TIP for 2022 at $637,500. The City wants to build as much as then can for $637.5k. If there is remaining $ then they want to design and construct more NMP on the west side on Forest, west of US-127 (see page 2)
Collins Rd
Google Earth
N
700 ft


River Trail – Fenner Connector
5025', $375k estimated cost
If any of the programmed $637.5k construction $ remain, the city wants this designed and constructed as well. This will be done via amendment.
If any of the programmed $637.5k construction $ remain, the city wants this designed and constructed as well. This will be done via amendment.
constructed as part of the City Bear Lake NMP project in 2020



ALL DIMENSIONS START FACE OF CURB

DUNCKEL RD
BIKE LANES

PROJECT NO.: JOBNO
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DESIGNED: A.MILLER
REVIEWER:
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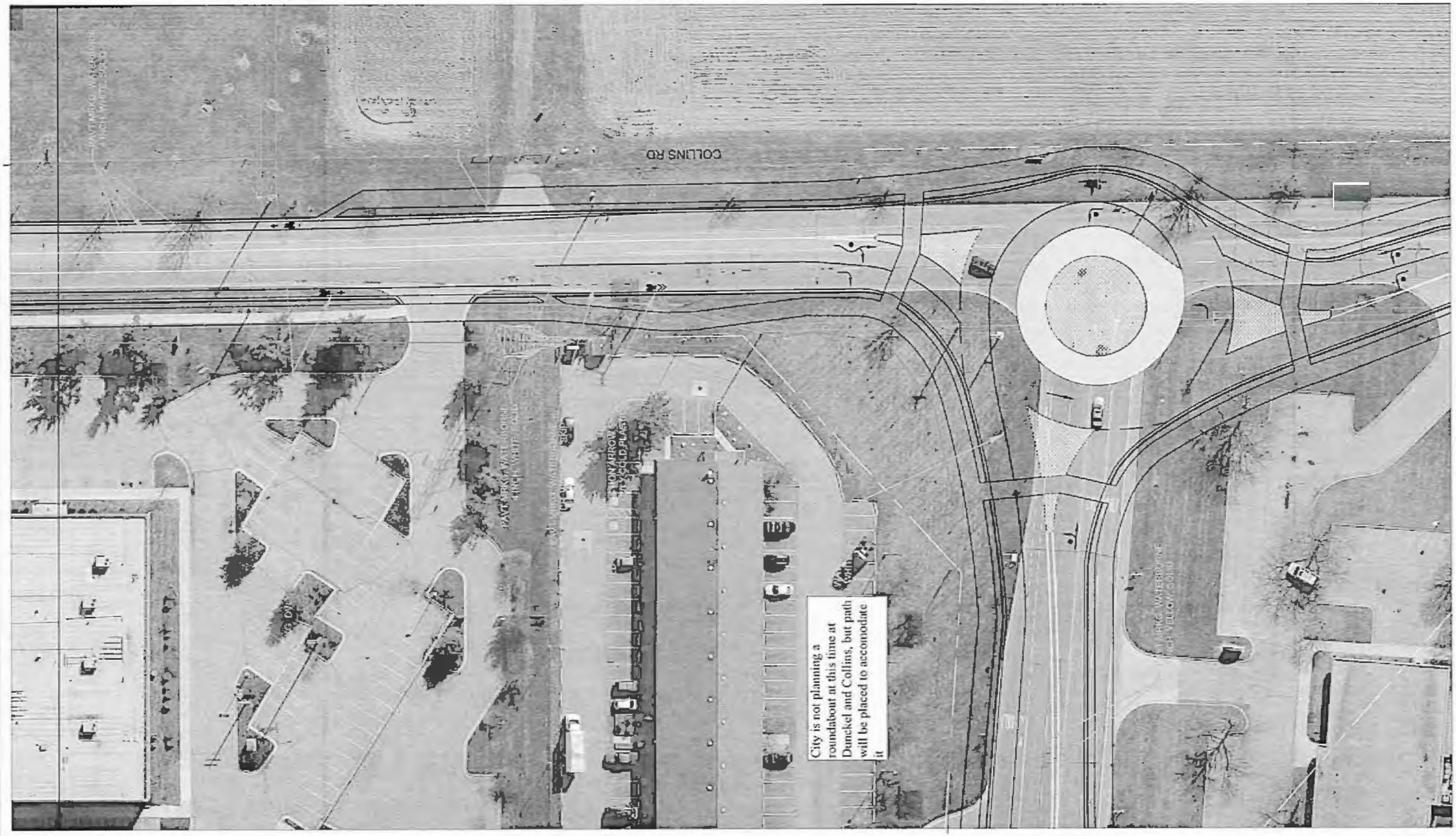

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1-800-482-7171

COLLINS RD
BIKE LANES

PROJECT NO.:	JOBNO
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REVIEWER:	
SCALE: 1"=50'	SHEET: 9

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COLLINS RD BIKE LANES

PROJECT NO.: JOBNO.
DATE: 4/25/19
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COLLINS RD
BIKE LANES

PROJECT NO.: JOBNO
DATE: 4/25/19
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COLLINS RD
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PROJECT NO.:	JOBNO
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COLLINS RD
BIKE LANES

PROJECT NO.:	JOBNO
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COLLINS RD
BIKE LANES

PROJECT NO.:	JOBNO
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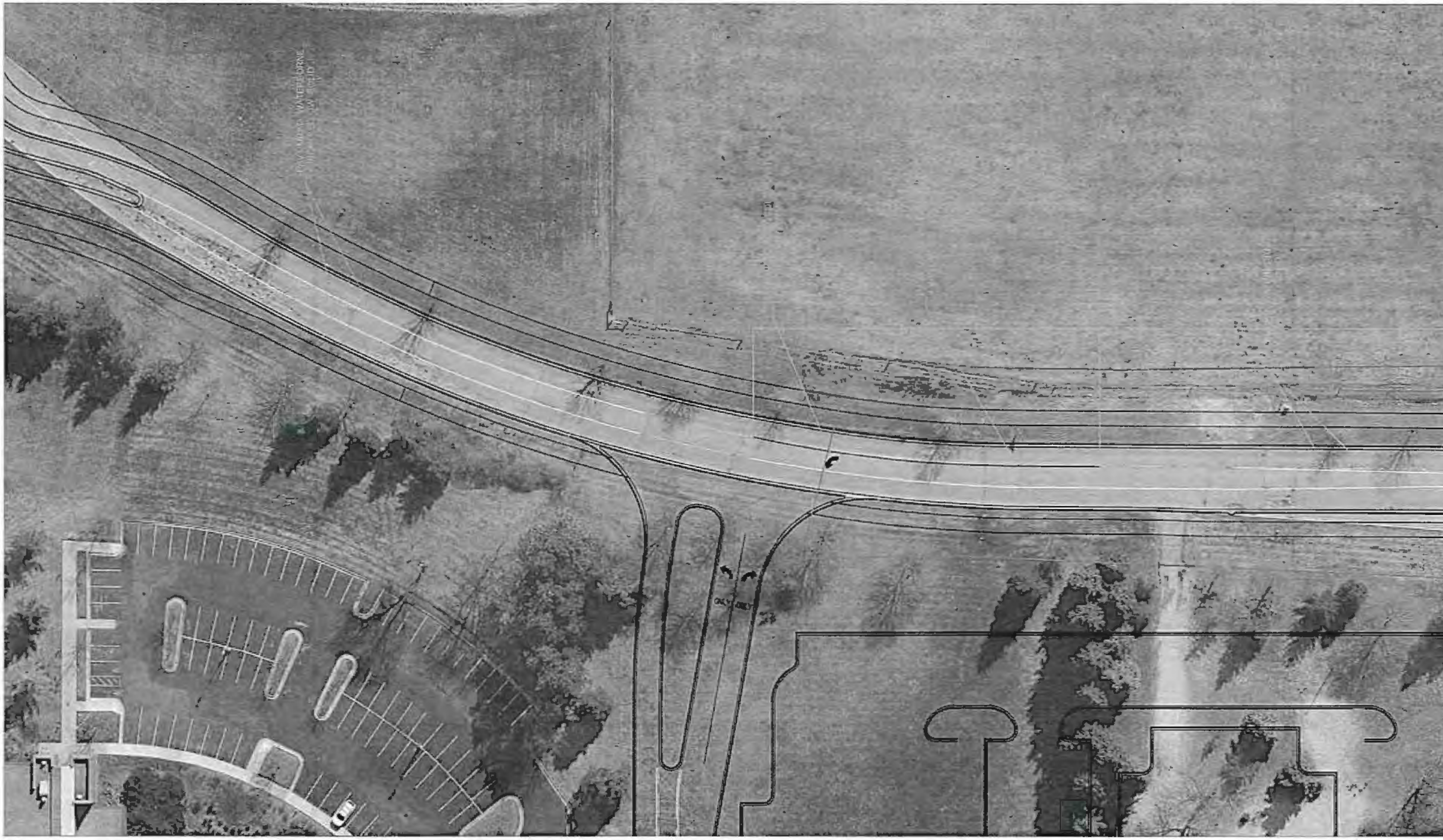

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COLLINS RD BIKE LANES

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COLLINS RD BIKE LANES

PROJECT NO.: JOBNO
DATE: 4/25/19
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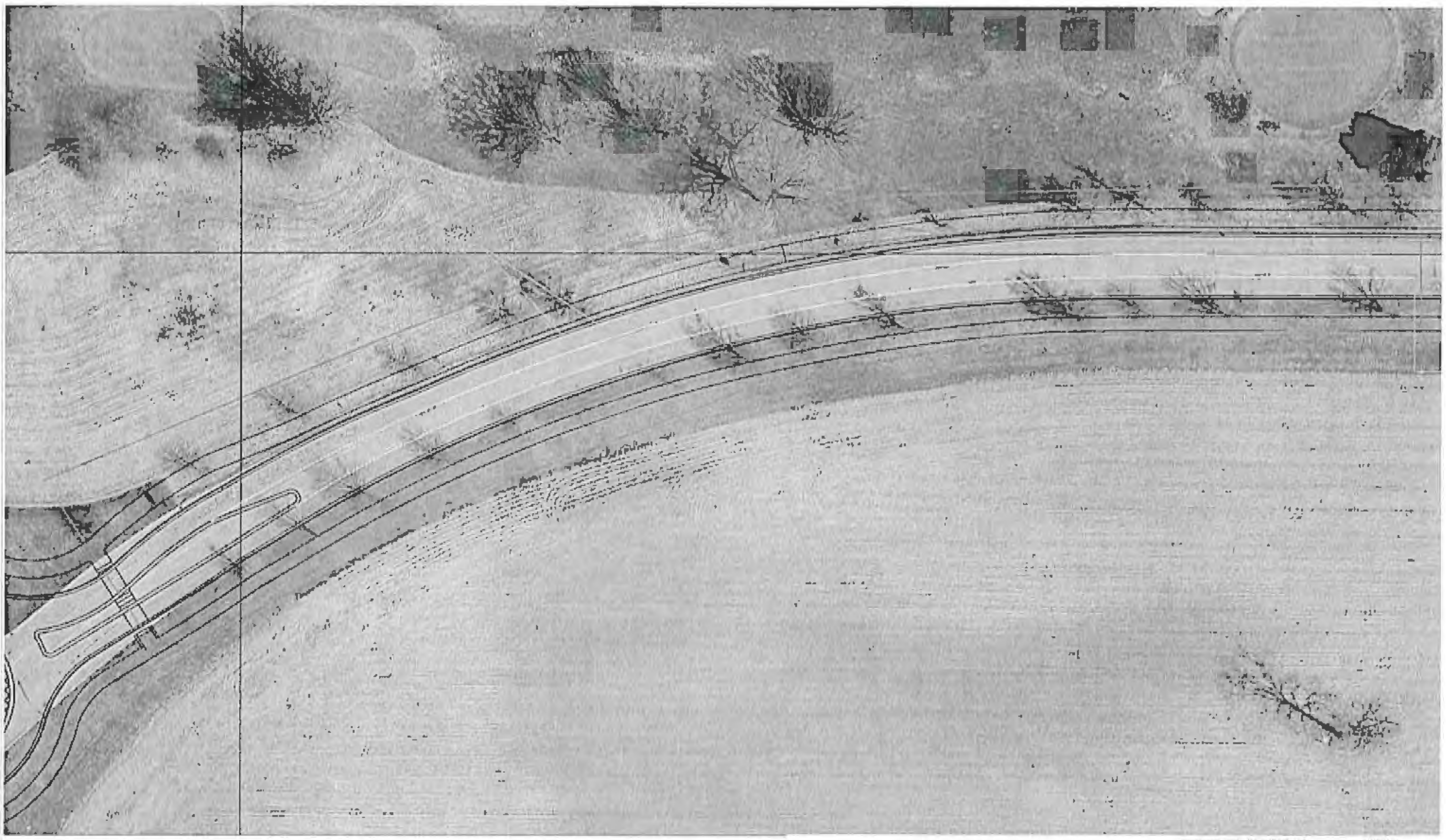

ALL DIMENSIONS START FACE OF CURB

FOREST RD
BIKE LANES

PROJECT NO.: JOBNO
DATE: 4/25/19
DESIGNED: A MILLER
REVIEWER:
SCALE: 1"=50'
SHEET: 17

ALL DIMENSIONS
START FACE OF CURB.

FOREST RD
BIKE LANES

PROJECT NO.:	JOBNO
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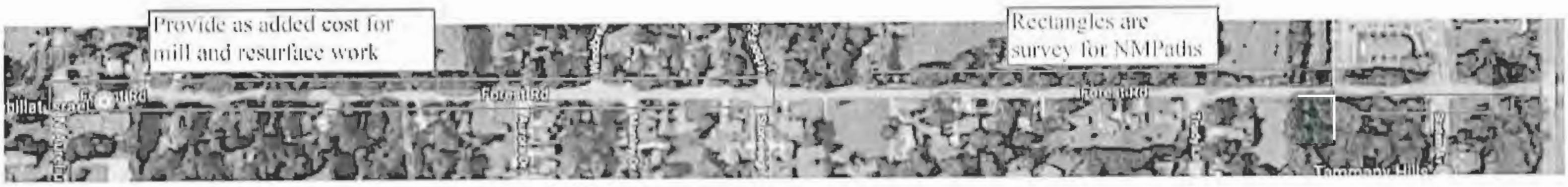
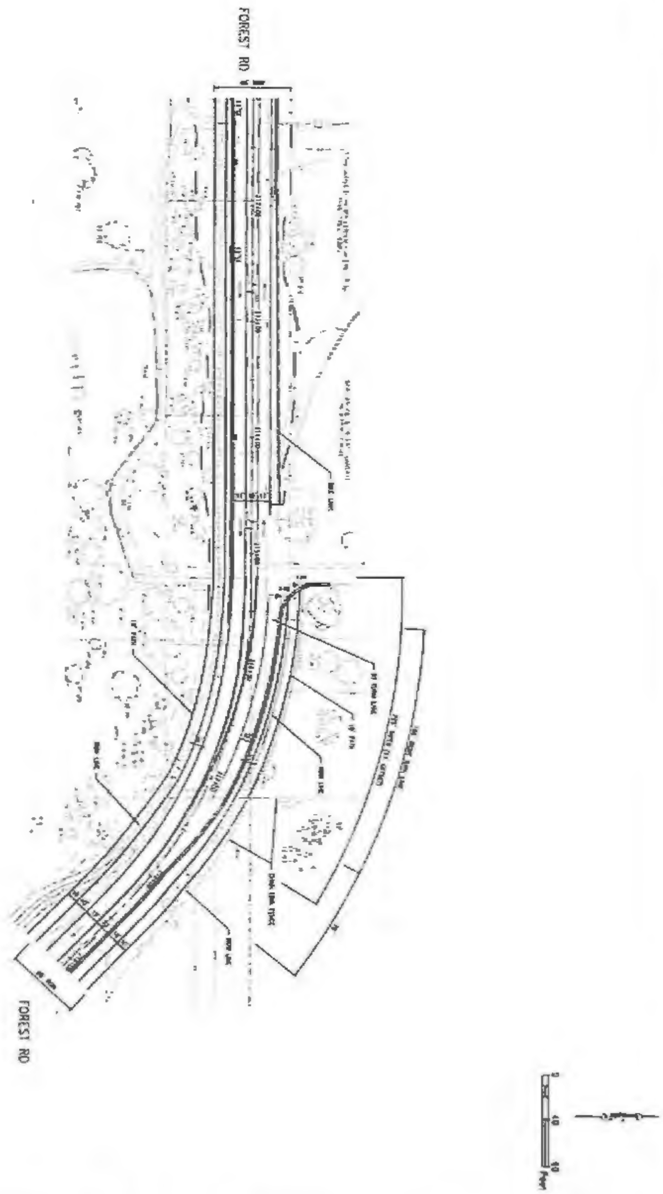
DESIGNED:	A MILLER
REVIEWER:	
SCALE: 1"=50'	SHEET: 18


Provide as added cost for mill and resurface work
Rectangles are survey for NMPaths
Forest Rd
Forest Rd
Tammany Hills



REMOVAL OF LEFT TURN LANE AT CANDLEWOOD SUITE DRIVEWAY

CITY OF LANSING

MCLAREN GREATER LANSING INFRASTRUCTURE IMPROVEMENTS

c2ae

SUMMARY OF STAFF-HOUR DISTRIBUTION
FIGURE 1

Title: Forest Road and Collins Road Non-Motorized Paths & Roadway (Design and Construction)

FIRM: C2AE

Authorized Signature

Date: March 24, 2020

Name of Principal Staff Members	Role in Project	Task IA	Task IB	Task IC	Task IIA	Task IIB	Task IIC	TOTAL
Services by C2AE								
Al Kaltenthaler, PE, SE	Senior Project Manager	32	21	28	4	4	4	93
Scott D. Cook	QA/QC	27	30	27	4	4	4	96
Tony M. Grinnell, PE	Design	95	25	101	2	7	2	232
Mike G. Seling, PE	Design	32	0	23	8	2	8	73
C. David McPherren	Design	83	105	157	0	0	0	345
Greg Kray, PE	Construction Engineer	0	0	0	50	42	50	142
David G. Kalmbach, PE	Design and Construction Administration Support	91	50	130	11	10	11	303
Rob Brundage	Resident Project Representative	0	0	0	295	364	295	954
Colton Kahrs, EIT	Construction Administration	0	0	0	110	86	110	306
Beth A. Dillsworth	Administration	14	9	12	13	8	13	69
Sam Scott	Administration	2	2	2	2	2	2	12
TOTAL		376	242	480	499	529	499	2,625

c2ae

SUMMARY OF COSTS - COST BREAKDOWN
FIGURE 2

Title: Forest Road and Collins Road Non-Motorized Paths & Roadway (Design and Construction)

FIRM: C2AE

Date: March 24, 2020

Task IA: Design (Forest Road NMP (stand alone contract))

NAME OF PRINCIPAL STAFF MEMBERS	ROLE IN PROJECT	TOTAL HOURS	RATE	DIRECT LABOR	OVERHEAD	TOTAL
Al Kaltenthaler, PE, SE	Senior Project Manager	32	$64.56	$2,065.82	$4,007.70	$6,073.52
Scott D. Cook	QA/QC	27	$52.54	$1,418.54	$2,751.97	$4,170.52
Tony M. Grinnell, PE	Design	95	$40.39	$3,836.92	$7,443.62	$11,280.54
Mike G. Seling, PE	Design	32	$31.29	$1,001.16	$1,942.25	$2,943.41
C. David McPherren	Design	83	$26.39	$2,190.02	$4,248.63	$6,438.65
Greg Kray, PE	Construction Engineer	0	$41.38	$0.00	$0.00	$0.00
David G. Kalmbach, PE	Design and Construction Administration Support	91	$34.29	$3,120.70	$6,054.15	$9,174.85
Rob Brundage	Resident Project Representative	0	$30.63	$0.00	$0.00	$0.00
Colton Kahrs, EIT	Construction Administration	0	$27.74	$0.00	$0.00	$0.00
Beth A. Dillsworth	Administration	14	$21.37	$299.23	$580.51	$879.75
Sam Scott	Administration	2	$37.13	$74.26	$144.06	$218.31
SUB-TOTAL		376				$41,179.56
SUPPLIES & MATERIALS Reproduction						$250.00
TRANSPORTATION Mileage - 90 miles @ $0.575/mile						$51.75
OTHER DIRECT COSTS: Geotechnical Engineering (SME) Design Survey (PEA)						 $4,200.00 $30,000.00
PROFIT						$4,529.75
TOTAL						$80,211.06

c2ae

SUMMARY OF COSTS - COST BREAKDOWN
FIGURE 3

Title: Forest Road and Collins Road Non-Motorized Paths & Roadway (Design and Construction)

FIRM: C2AE

Date: March 24, 2020

Task IB: Design (Forest & Collins Road Mill and Resurface Rehabilitation Segments)

NAME OF PRINCIPAL STAFF MEMBERS	ROLE IN PROJECT	TOTAL HOURS	RATE	DIRECT LABOR	OVERHEAD	TOTAL
Al Kaltenthaler, PE, SE	Senior Project Manager	21	$64.56	$1,355.70	$2,630.05	$3,985.75
Scott D. Cook	QA/QC	30	$52.54	$1,576.16	$3,057.75	$4,633.91
Tony M. Grinnell, PE	Design	25	$40.39	$1,009.72	$1,958.85	$2,968.56
Mike G. Seling, PE	Design	0	$31.29	$0.00	$0.00	$0.00
C. David McPherren	Design	105	$26.39	$2,770.50	$5,374.78	$8,145.28
Greg Kray, PE	Construction Engineer	0	$41.38	$0.00	$0.00	$0.00
David G. Kalmbach, PE	Design and Construction Administrat	50	$34.29	$1,714.67	$3,326.46	$5,041.13
Rob Brundage	Resident Project Representative	0	$30.63	$0.00	$0.00	$0.00
Colton Kahrs, EIT	Construction Administration	0	$27.74	$0.00	$0.00	$0.00
Beth A. Dillsworth	Administration	9	$21.37	$192.36	$373.19	$565.55
Sam Scott	Administration	2	$37.13	$74.26	$144.06	$218.31
SUB-TOTAL		242				$25,558.49
SUPPLIES & MATERIALS Reproduction						$150.00
TRANSPORTATION Mileage - 48 miles @ $0.575/mile						$27.60
OTHER DIRECT COSTS: Geotechnical Engineering (SME) Design Survey (PEA)						$2,100.00 $0.00
PROFIT						$2,811.43
TOTAL						$30,647.53

c2ae

SUMMARY OF COSTS - COST BREAKDOWN
FIGURE 4

Title: Forest Road and Collins Road Non-Motorized Paths & Roadway (Design and Construction)

FIRM: C2AE

Date: March 24, 2020

Task IC: Design (Collins and Dunckel NMP)

NAME OF PRINCIPAL STAFF MEMBERS	ROLE IN PROJECT	TOTAL HOURS	RATE	DIRECT LABOR	OVERHEAD	TOTAL
Al Kaltenthaler, PE, SE	Senior Project Manager	28	$64.56	$1,807.60	$3,506.74	$5,314.33
Scott D. Cook	QA/QC	27	$52.54	$1,418.54	$2,751.97	$4,170.52
Tony M. Grinnell, PE	Design	101	$40.39	$4,079.25	$7,913.75	$11,993.00
Mike G. Seling, PE	Design	23	$31.29	$719.58	$1,395.99	$2,115.58
C. David McPherren	Design	157	$26.39	$4,142.56	$8,036.57	$12,179.13
Greg Kray, PE	Construction Engineer	0	$41.38	$0.00	$0.00	$0.00
David G. Kalmbach, PE	Design and Construction Administration Support	130	$34.29	$4,458.14	$8,648.79	$13,106.93
Rob Brundage	Resident Project Representative	0	$30.63	$0.00	$0.00	$0.00
Colton Kahrs, EIT	Construction Administration	0	$27.74	$0.00	$0.00	$0.00
Beth A. Dillsworth	Administration	12	$21.37	$256.49	$497.58	$754.07
Sam Scott	Administration	2	$37.13	$74.26	$144.06	$218.31
SUB-TOTAL		480				$49,851.87
SUPPLIES & MATERIALS						
Reproduction						$150.00
TRANSPORTATION						
Mileage - 48 miles @ $0.575/mile						$27.60
OTHER DIRECT COSTS:						
Geotechnical Engineering (SME)						$2,100.00
Design Survey (PEA)						$0.00
PROFIT						$5,483.71
TOTAL						$57,613.18

SUMMARY OF COSTS - COST BREAKDOWN
FIGURE 5

Title: Forest Road and Collins Road Non-Motorized Paths & Roadway (Design and Construction)

FIRM: C2AE

Date: March 24, 2020

Task IIA: Construction Engineering (Forest Road NMP (stand alone contract))

NAME OF PRINCIPAL STAFF MEMBERS	ROLE IN PROJECT	TOTAL HOURS	RATE	DIRECT LABOR	OVERHEAD	TOTAL
Al Kaltenthaler, PE, SE	Senior Project Manager	4	$64.76	$259.03	$502.51	$761.53
Scott D. Cook	QA/QC	4	$52.70	$210.80	$408.96	$619.76
Tony M. Grinnell, PE	Design	2	$40.51	$81.03	$157.19	$238.22
Mike G. Seling, PE	Design	8	$31.38	$251.06	$487.06	$738.12
C. David McPherren	Design	0	$26.47	$0.00	$0.00	$0.00
Greg Kray, PE	Construction Engineer	50	$41.51	$2,075.43	$4,026.33	$6,101.76
David G. Kalmbach, PE	Design and Construction Administration Support	11	$34.40	$378.39	$734.08	$1,112.47
Rob Brundage	Resident Project Representative	295	$30.72	$9,063.18	$17,582.58	$26,645.76
Colton Kahrs, EIT	Construction Administration	110	$28.77	$3,164.70	$6,139.52	$9,304.22
Beth A. Dillsworth	Administration	13	$21.44	$278.72	$540.71	$819.43
Sam Scott	Administration	2	$37.24	$74.49	$144.50	$218.99
SUB-TOTAL		499				$46,560.27
SUPPLIES & MATERIALS						
Reproduction						[illegible]
TRANSPORTATION						
Mileage - 250 miles @ $0.575/mile						$143.75
OTHER DIRECT COSTS:						
Construction Staking (PEA)						$8,000.00
Material / Density Testing (SME)						$4,700.00
PROFIT						$5,121.63
TOTAL						$64,775.65

c2ae

SUMMARY OF COSTS - COST BREAKDOWN
FIGURE 6

Title: Forest Road and Collins Road Non-Motorized Paths & Roadway (Design and Construction)

FIRM: C2AE

Date: March 24, 2020

Task IIB: Construction Engineering (Forest and Collins Road Mill and Resurface Segments)

NAME OF PRINCIPAL STAFF MEMBERS	ROLE IN PROJECT	TOTAL HOURS	RATE	DIRECT LABOR	OVERHEAD	TOTAL
Al Kaltenthaler, PE, SE	Senior Project Manager	4	$64.76	$259.03	$502.51	$761.53
Scott D. Cook	QA/QC	4	$52.70	$210.80	$408.96	$619.76
Tony M. Grinnell, PE	Design	7	$40.51	$283.59	$550.17	$833.76
Mike G. Seling, PE	Design	2	$31.38	$62.77	$121.77	$184.53
C. David McPherren	Design	0	$26.47	$0.00	$0.00	$0.00
Greg Kray, PE	Construction Engineer	42	$41.51	$1,743.36	$3,382.12	$5,125.48
David G. Kalmbach, PE	Design and Construction Administration Support	10	$34.40	$343.99	$667.34	$1,011.34
Rob Brundage	Resident Project Representative	364	$30.72	$11,183.05	$21,695.11	$32,878.16
Colton Kahrs, EIT	Construction Administration	86	$28.77	$2,474.22	$4,799.99	$7,274.21
Beth A. Dillsworth	Administration	8	$21.44	$171.52	$332.75	$504.27
Sam Scott	Administration	2	$37.24	$74.49	$144.50	$218.99
SUB-TOTAL		529				$49,412.03
SUPPLIES & MATERIALS Reproduction						$100.00
TRANSPORTATION Mileage - 200 miles @ $0.575/mile						$115.00
OTHER DIRECT COSTS: Material / Density Testing						$6,000.00
PROFIT						$5,435.32
TOTAL						$61,062.35

SUMMARY OF COSTS - COST BREAKDOWN
FIGURE 7

Title: Forest Road and Collins Road Non-Motorized Paths & Roadway (Design and Construction)

FIRM: C2AE

Date: March 24, 2020

Task IIC: Construction Engineering (Collins and Dunckel Road NMP)

NAME OF PRINCIPAL STAFF MEMBERS	ROLE IN PROJECT	TOTAL HOURS	RATE	DIRECT LABOR	OVERHEAD	TOTAL
Al Kaltenthaler, PE, SE	Senior Project Manager	4	$64.76	$259.03	$502.51	$761.53
Scott D. Cook	QA/QC	4	$52.70	$210.80	$408.96	$619.76
Tony M. Grinnell, PE	Design	2	$40.51	$81.03	$157.19	$238.22
Mike G. Seling, PE	Design	8	$31.38	$251.06	$487.06	$738.12
C. David McPherren	Design	0	$26.47	$0.00	$0.00	$0.00
Greg Kray, PE	Construction Engineer	50	$41.51	$2,075.43	$4,026.33	$6,101.76
David G. Kalmbach, PE	Design and Construction Administrati	11	$34.40	$378.39	$734.08	$1,112.47
Rob Brundage	Resident Project Representative	295	$30.72	$9,063.18	$17,582.58	$26,645.76
Colton Kahrs, EIT	Construction Administration	110	$28.77	$3,164.70	$6,139.52	$9,304.22
Beth A. Dillsworth	Administration	13	$21.44	$278.72	$540.71	$819.43
Sam Scott	Administration	2	$37.24	$74.49	$144.50	$218.99
SUB-TOTAL		499				$46,560.27
SUPPLIES & MATERIALS Reproduction						$100.00
TRANSPORTATION Mileage - 250 miles @ $0.575/mile						$143.75
OTHER DIRECT COSTS: Construction Staking (PEA) Material / Density Testing (SME)						$8,000.00 $4,700.00
PROFIT						$5,121.63
TOTAL						$64,625.65

SUMMARY OF COSTS

Title: Forest Road and Collins Road Non-Motorized Paths & Roadway (Design and Construction)

FIRM: C2AE ______________________ Authorized Signature Date: March 24, 2020

Task No.	Task Description	Labor & Overhead	Supplies & Materials	Transportation	Other Direct Costs	Profit	Total
IA	Design (Forest Road NMP (stand alone contract))	$41,179.56	$250.00	$51.75	$34,200.00	$4,529.75	$80,211.06
IB	Design (Forest & Collins Road Segments)	$25,558.49	$150.00	$27.60	$2,100.00	$2,811.43	$30,647.53
IC	Design (Collins and Dunckel Road NMP)	$49,851.87	$150.00	$27.60	$2,100.00	$5,483.71	$57,613.18
IIA	Construction (Forest Road NMP (stand alone contract))	$46,560.27	$250.00	$143.75	$12,700.00	$5,121.63	$64,775.65
IIB	Construction (Forest & Collins Road Segments)	$49,412.03	$100.00	$115.00	$6,000.00	$5,435.32	$61,062.35
IIC	Construction (Collins and Dunckel Road NMP)	$46,560.27	$100.00	$143.75	$12,700.00	$5,121.63	$64,625.65
TOTAL NOT-TO-EXCEED COST		$259,122.48	$1,000.00	$509.45	$69,800.00	$28,503.47	$358,935.40

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson CPPB, Senior Buyer

DATE: August 20, 2020

SUBJECT: Sole Source Purchase – Collcorp Inc. - Ironbrook – UV Disinfection System

Please include this Sole Source packet of information in your transmittal to Council as required by the Purchasing Ordinance Section 206.05.

In summary, the Purchasing Office processed the following Sole Source transaction:

Department: Public Service Department, Wastewater Division
Vendor: Collcorp Inc. - Ironbrook
Item Purchased: UV Disinfection System Lamps and Parts
Dollar Amount: Not to exceed $50,000 (FY21 account 9061052107-970000)

Additional information pertaining to this purchase is attached for your information.

This letter is filed in accordance with the Purchasing Ordinance Section 206.05 (a) and (b).

slr

CITY OF LANSING

124 W. Michigan Ave
Lansing ,MI 48933
(517) 483-4128

PURCHASE ORDER	
P.O. NUMBER	P086772
DATE	08/20/20
VENDOR I.D.	V010733
DELIVERY DATE	
FOB	Destination
REQUISITION NO	PR015395

OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.

TO: COLLCORP INC
1055 COUNTY RD 6N
TINY, ON L9M 0R4
Canada

PHONE# (705) 533-1853 FAX#

DELIVER ITEMS TO:

PUBLIC SERVICE WASTEWATER TREATMENT PLAN
1625 SUNSET AVE
LANSING, MI 48917

SEND INVOICE TO:

PUBLIC SERVICE WASTEWATER TREATMENT
1625 SUNSET AVE
LANSING, MI 48917

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	REPLACE ONE-HALF THE LAMPS ON THE ULTRAVIOLET DISINFECTION (UV) SYSTEM AND REPLACE PARTS AS REQUIRED	50,000	LS	1.00	50,000.00
				TAX	0.00
				TOTAL	50,000.00

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

1. Goods other than those specified on this order must not be substituted or prices changed without authorization.
2. If the quantity shipped is short of the purchase order quantity, specify on the packing slip if that quantity is on back order or cancelled.

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor
Samantha Harkins, Deputy Mayor

FROM: Stephanie Robinson, CPPB, Senior Buyer

DATE: **July 28, 2020**

SUBJECT: Sole Source – Ironbrook - UV Disinfection System

The Public Service Department Wastewater Division requests that Ironbrook be designated as a Sole Source vendor for the purchase of Ultraviolet Disinfection (UV) system lamps and replacement parts.

Please see the attached letter from Sid Scrimger and Andrew Kilpatrick regarding the request.

Based on the attached letter we recommend issuing a sole source purchase order to Ironbrook, in the amount of $ 50,000.00 per the request of the Public Service Department Wastewater Division.

Attachment

Date: 8-5-20

Approved ✓ Denied ______

Andy Schor, Mayor

MEMO

Andy Schor, Mayor

TO: Stephanie Robinson, Buyer/Purchasing

FROM: Sid Scrimger, WWTP Superintendent

DATE: July 14, 2020

SUBJECT: Sole Source Purchase

In 2019 significant work was done on the plant UV disinfection system. Many of the lamps in the system are nearing the end of their useful life and it is important to replace them to avoid potential discharge of pathogens to the Grand River and violation of the City's NPDES permit. In addition, a number of components have failed, requiring their replacement.

The Fischer & Porter UV system disinfects the treated water before it is released to the Grand River. It was installed in 1997, and was refurbished in 2014 at a cost of $621,028. The City's National Pollutant Discharge Eliminations System Permit requires that effluent from the wastewater plant be disinfected before discharging it into the river.

The intent in 2019 was to contract replacement of lamps in those portions of the system closest to their end-of-life and have the entire system checked for functionality and repaired on an as needed basis. Fifty percent of the lamps were replaced and significant work was done on two of the four UV banks.

Lamps in the two remaining banks still need to be replaced and the analysis of the system revealed a number of parts that are aging and need replacement.

Since the attached quote has been provided prior to a complete assessment of the system, it lists prices for individual units rather than total cost. We do know that replacing 50% of the lamps will require 1180 lamps @ $22.50 ($26,550). Based on the initial assessment and unit costs for other items, the total cost should not exceed $50,000.00.

I recommend that Ironbrook UV Corporation (Ironbrook) be awarded the work, as a sole-source contractor, to replace one-half the lamps on the ultraviolet disinfection (UV) system and replace parts as required for an amount not to exceed $50,000.00. Attached to this document are

Ironbrook's quotation, and a letter stating that ABB owns the Fischer & Porter design and that Ironbrook is the exclusive distributor. I will note that although the quotation is dated May of 2019. Irombrook has agreed to the same pricing.

Sid Scrimger 7-14-2020 A Kilpatrick 7/22/20

Sid Scrimger, WWTP Supt. Andrew Kilpatrick, P.E., Director of Public Service

ironbrookUV
F&P ULTRAVIOLET SPECIALISTS

March 22, 2019

Scott,

After completing a partial (2 channels out of service) of the UV system we found the following;

PDC 4-1
Rack 2 – Tripped Breaker plus blown fuse
Rack 3 – GFI trips
Rack 6 – B4 Lamp Fail
Rack 15 – B3 Lamp Fail
Rack 17 – B3 Ballast removed
UV Intensity – 0% no adjustment

PDC 4-2
Rack 6 – B3 Lamp Fail
Rack 11 – B1 Lamp Fail
Rack 14 – B1 Lamp Fail
Rack 16 – B2 Lamp Fail/B4 Lamp Fail
Rack 17 – B7 Lamp Fail
Rack 18 – B2 Lamp Fail
UV Intensity – 120% adj down to 75%

PDC 3-1/3-2 Out of service

PDC 1-1
Rack 6 – GFI Trip
Rack 15 – B6 Lamp Fail
Rack 16 – Multiple Lamp Fails
Rack 17 – B2, 3 & 4 Lamp Fail
UV Intensity 2% no adjustment

·ironbrookUV
F&P ULTRAVIOLET SPECIALISTS

PDC 1-2
All good
UV Intensity 0% no adjustment

PDC 2-1/2-2 Out of service

With the exception of a bunch of lamp fails which is normal after this many hours and a couple of issues with controller boards the system looks great. We all agree that lamps need to be replaced but issues with controller boards, blown fuse, intensity issues should all be addressed to minimize the work needed to maintain the system.

The intensity meters most likely have moisture in the sensor which will need to be addressed. We can re-work the sensors at our location, hopefully the diodes are ok or they will need replaced. To correct all the issues we found it would take us less than a day to resolve, gives you an idea that after 4 years it would take no time at all to restore everything back to 100%

The lamps look to be burning quite nicely even after 11000 hrs. But as we discussed the time to start planning to do a lamp change is now. I believe two of the channels have close to 13K on them which is getting close to EOL.

As also discussed we can install the lamps on site, troubleshoot any issue that arises and if time allows go through the other banks and resolve some of recorded issues. This would save Lansing the time and expense of not only the removal and installation of the lamps but the issues that arise after lamp installation (which is normal).

The site does not have any spare parts as well, a system this large should have at least a few items on hand such as;

Ballast
Controller Boards
Sensors
Blowers

Ironbrook UV a division of Collcorp Inc
1055 County Rd 6N, Tiny ON, Canada L9M0R4 * 705-533-1853 * Toll Free 866-682-4442
Fax 705-533-3786 * ironbrookuvcorp@rogers.com * www.ironbrook.com

ironbrookUV
F&P ULTRAVIOLET SPECIALISTS

Although we do carry all parts for the system you want to be able to quickly replace a defective part so that the system keeps operating to full capacity.

Please refer to following pricing;

Lamps G64T5L Long life (includes installation and orings)

Qty 590 - $26.00 each
Qty 1180 – $22.50 each
Qty 2360 – 20.50 each

Ballast Rev 4 - $170.00ea.
Sensors - $950.00ea.
Controller Boards - $550.00ea.
Blowers - $380.00ea.

As you can see more lamps the cheaper it is per lamp and installation.

I trust this is satisfactory but if you have any questions please feel free to call or email

Regards,

Jamie
Ironbrook UV (Division of Collcorp, Inc)
1055 Country Rd 6 North
Tiny, Ontario L9M 0R4
Tele: 705 533 1853
Fax: 705 533 3786
GST: 824428635
jammerc@rogers.com
ironbrookuvcorp@rogers.com

September 24, 2003

Re: Fischer & Porter Ultraviolet Disinfection Design Ownership

Dear Fischer & Porter Ultraviolet Disinfection Customer

We would like to reiterate that the design of the Fischer & Porter Ballast, GFI and Lamp Rack Controller Boards are our design, which we developed since the inception of the product line that began with the purchasing the original Aris design in the early eighties.

As Fischer & Porter/Elsag Bailey/ABB Inc. we have spent considerable cost in developing and promoting our product. This development has included decades of in-house research and development and extensive Bioassay and hydraulic testing at Lehigh University. The testing at Lehigh was not only to comply with EPA requirements as outlined in Section 7 of the EPA Wastewater Manual, but in addition to confirm that the design was suitable for all wastewater conditions throughout the world as our systems are not limited to one geographic region. For California we did further product research and development at U.C. Davis confirming that the design met the stringent Title 22 requirements for dosage and hydraulic requirements.

ABB retained the rights to the sale and distribution of these parts upon sale of the division to Trojan Technologies. No other company shall sell these products other then our authorized distributor ronBrook Partners.

ABB will protect what we have designed and developed to the fullest legal level. As such we have requested that companies copying the product to cease production or risk further legal action. We are asking our customers to respect our position and not purchase these parts. These parts are not approved for use in Fischer & Porter UV systems nor have they been tested by Hydroqual or U.C. Davis, and hence you are violating EPA requirements with these products.

Yours truly,
ABB Inc.

Ken Burnett

Ken Burnett
Senior Product Manager
Instrumentation and Control Business Unit

ABB Inc.

[illegible] Road
[illegible]
[illegible] Canada

Telephone
(905) [illegible]
Telefax
(905) [illegible]

Internet
www.abb.com

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson CPPB, Senior Buyer

DATE: August 31, 2020

SUBJECT: Sole Source Purchase – Michigan Law Enforcement Training Associates

Please include this Sole Source packet of information in your transmittal to Council as required by the Purchasing Ordinance Section 206.05.

In summary, the Purchasing Office processed the following Sole Source transaction:

Department: Lansing Police Department

Vendor: Michigan Law Enforcement Training Associates

Item Purchased: Consultant for procurement of training, consulting and advising on legal aspects of police policy, practice and law.

Dollar Amount: $ 30,000.00 from Police Admin account 1013201-741000

Additional information pertaining to this purchase is attached for your information.

This letter is filed in accordance with the Purchasing Ordinance Section 206.05 (a) and (b).

slr

CITY OF LANSING
124 W. Michigan Ave
Lansing ,MI 48933
(517) 483-4128

PURCHASE ORDER	
P.O. NUMBER	P086771
DATE	08/20/20
VENDOR I.D.	V009394
DELIVERY DATE	
FOB	
REQUISITION NO	PR015396

OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.

TO:
MICHIGAN LAW ENFORCEMENT TRAINING ASSOCI
39555 ORCHARD HILLS PLACE STE 600
NOVI, MI 48375-5381

PHONE# (855) 738-5539 FAX#

DELIVER ITEMS TO:
LANSING POLICE - ADMINISTRATIVE SUPPORT
120 W MICHIGAN AVENUE 4TH FLOOR
LANSING, MI 48933

SEND INVOICE TO:
LANSING POLICE - ADMINISTRATIVE SUP
120 W MICHIGAN AVENUE 4TH FLOOR
LANSING, MI 48933

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	RISK MGMT CONSULTANTATION	30,000	EA	1.00	30,000.00
				TAX	0.00
				TOTAL	30,000.00

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

1. Goods other than those specified on this order must not be substituted or prices changed without authorization.
2. If the quantity shipped is short of the purchase order quantity, specify on the packing slip if that quantity is on back order or cancelled.

Federal Tax ID: 38-6004628

AUTHORIZED SIGNATURE

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor
Samantha Harkins, Deputy Mayor

FROM: Stephanie Robinson, CPPB, Senior Buyer

DATE: **August 13, 2020**

SUBJECT: Sole Source – Michigan Law Enforcement Training Associates

The Lansing Police Department requests that Michigan Law Enforcement Training Associates be designated as a Sole Source consultant for the procurement of training, consulting and advising on legal aspects of police policy, practice and law.

Please see the attached letter from Chief Daryl Green and Captain Rodney Anderson regarding the request.

Based on the attached letter we recommend issuing a sole source purchase order to Michigan Law Enforcement Training Associates, in the amount of $ 30,000.00 per the request of the Lansing Police Department.

Attachment

Date: 8-19-20

Approved X Denied ______

Andy Schor, Mayor

LANSING MICHIGAN

Andy Schor, Mayor

Lansing Police Department
Administrative Services Division

Captain Rodney Anderson
120 West Michigan Avenue
Lansing, MI 48933
Phone: (517) 483-6831
Fax: (517) 377-0166

SINCE 1893 LANSING MICHIGAN POLICE

Daryl Green, Chief

TO: Stephanie Robinson
FROM: Daryl Green, Chief of Police
SUBJECT: Sole Source – Michigan Law Enforcement Training Associates
DATE: August 11, 2020

The Lansing Police Department requests the granting of a sole source status to Michigan Law Enforcement Training Associates (MLETA) for the training, consulting and advising on related legal aspects of police policy, practices, tactics and law.

MLETA:

Is the only firm in the state of Michigan of its kind as it provides unique legal training, consulting and advising on the narrow and specific legal aspects of police policy, practice and law;

Is the only firm dedicated to providing training, consulting and advising services to police agencies and has been doing so for over 20 years;

Provides 24/7 emergency response to critical incidents and to assist the police department with operation and other issues that have legal aspects;

Attends and provides a monthly briefing training for officers; and

Has clients in local and state law enforcement and also represents college and university police departments.

The Department has used MLETA in the past and has been very pleased with the services received.

We are seeking to utilize their services for 12 months at a total cost of $30,000.

Thank you for your assistance with this matter.

Daryl Green

Daryl Green, Chief of Police

Andy Schor, Mayor

Lansing Police Department
Chief Daryl Green
120 West Michigan Avenue
Lansing, MI 48933
Phone: (517) 483-4801

Daryl Green, Chief

MEMORANDUM	
To:	**Mayor Schor**
From:	**Chief of Police Daryl Green**
Date:	August 12, 2020
Re:	**Police Training Sole Source**

Mayor,

This is a request to utilize Michigan Law Enforcement Training Associates (MLETA) as a sole source vendor. MLETA provides unique legal training, consulting and advising on the narrow and specific legal aspects of police policy, practice and law.

Brett Naumcheff, owner of MLETA, is a former police officer and well-respected licensed attorney with a focus on police training. LPD utilized his services near the end of FY20. He provided high quality and timely consulting and advising on a wide range of training requirements consistent with the Michigan Council of Law Enforcement Standards (MCOLES). His services were invaluable in reducing associated liability to the City through the legal training of police employees.

Contact me if you have any questions.

Daryl Green

Chief Daryl Green

EIN # 46-3866775

Training and Consulting Proposal
Constitutional and Holistic Based Policing Model

Date: August 6, 2020

Agency:
Lansing Police Department
Attn: Daryl Green
120 West Michigan
Lansing, MI 48933

Proposal

- All legal based consulting on police law and practice and professional services will be conducted by Brett M. Naumcheff, a licensed and insured Michigan lawyer with 27 years of public safety experience in addition to 20 years as a Police Legal Advisor,
- 12 Month Term and 192 hours,
- 24/7 availability for consultation and response,
- 4 - Monthly site visits to meet with Police Administration and others as appropriate,
- Provide monthly and time sensitive verbal and written legal updates,
- Review and make recommendations for identified and current high-risk policies,
- Draft proposed high-risk policy amendments consistent with current Michigan, Sixth Circuit and United States Supreme Court law and precedent,
- Provide large group and small group departmental legal presentations,
- Provide on-site monthly briefing legal updates,
- Provide individual and small group follow-up training for education based discipline,
- Provide legal review of use of force encounters incidents and police practice incidents,
- Assist with the creation of a legal based and defendable training program,
- Provide recommendations to LPD regarding public safety risk management issues,
- Respond to critical incidents and
- Other duties as assigned and agreed by the Chief of Police.

Cost: $30,000.00

Michigan Law Enforcement Training Associates, LLC
39555 Orchard Hill Place
Suite 600
Novi, MI 48375
www.micoptraining.com

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson CPPB, Senior Buyer

DATE: October 9, 2020

SUBJECT: Sole Source Purchase – Sundance Chevrolet

Please include this Sole Source packet of information in your transmittal to Council as required by the Purchasing Ordinance Section 206.05.

In summary, the Purchasing Office processed the following Sole Source transaction:

Department: Lansing Police Department
Vendor: Sundance Chevrolet
Item Purchased: Two vehicles for special ops
Dollar Amount: Not to exceed $29,300 (FY21 account 2673254-977000)

Additional information pertaining to this purchase is attached for your information.

This letter is filed in accordance with the Purchasing Ordinance Section 206.05 (a) and (b).

slr

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor
Samantha Harkins, Deputy Mayor

FROM: Stephanie Robinson, CPPB, Senior Buyer

DATE: **September 2, 2020**

SUBJECT: Sole Source – Sundance Chevrolet of Grand Ledge

The Lansing Police Department requests that Sundance Chevrolet of Grand Ledge be designated as a Sole Source vendor for the procurement of two vehicles for Special Operations and Violent Crime Teams.

Please see the attached letter from Chief Daryl Green and Lt. Michelle Spoelma regarding the request for two of the vehicles.

Based on the attached letter we recommend issuing a sole source purchase order to Sundance Chevrolet of Grand Ledge, in the amount of $ 29,300.00 per the request of the Lansing Police Department.

Attachment

Date: ______________

Approved______ Denied ______

____
Andy Schor, Mayor

CITY OF LANSING
124 W. Michigan Ave
Lansing ,MI 48933
(517) 483-4128

PURCHASE ORDER

P.O. NUMBER	P086804
DATE	09/03/20
VENDOR I.D.	V004766
DELIVERY DATE	
FOB	
REQUISITION NO	PR015435

OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.

TO: SUNDANCE CHEVROLET
5895 E SAGINAW HWY
GRAND LEDGE, MI 48837

PHONE# FAX#

DELIVER ITEMS TO:
LANSING POLICE - OPERATIONS CENTER
5815 WISE RD
LANSING, MI 48911

SEND INVOICE TO:
LANSING POLICE - OPERATIONS CENTER
120 W MICHIGAN AVE 4TH FL
LANSING, MI 48933

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	2016 FORD ESCAPE, [redacted] ODOMETER = 20,552	1	EA	14,500.00	14,500.00
002	2016 BUICK ENCORE, [redacted] ODOMETER = 39,212	1	EA	14,800.00	14,800.00
				TAX	0.00
				TOTAL	29,300.00

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

1. Goods other than those specified on this order must not be substituted or prices changed without authorization.
2. If the quantity shipped is short of the purchase order quantity, specify on the packing slip if that quantity is on back order or cancelled.

Federal Tax ID: 38-6004628

AUTHORIZED SIGNATURE

Andy Schor, Mayor

Lansing Police Department

Chief Daryl Green

120 West Michigan Avenue
Lansing, MI 48933
Phone: (517) 483-4800
Fax: (517) 377-0162

Daryl Green, Chief

To:	Stephanie Robinson, Purchasing Department
From:	Daryl Green, Chief of Police
Subject:	Sole Source Request – Lansing Police Department Special Operations
Date:	September 1, 2020

The Lansing Police Special Operations Section has identified the need to purchase four vehicles for use by the Special Operations and Violent Crime Teams. This request is for the purchase of the remaining two vehicles. A request for the other two vehicles was dated August 28, 2020 and previously submitted.

The Special Operations team is tasked with identifying and investigating subjects trafficking controlled substances within our community. The Violent Crime Team is tasked with identifying and apprehending our community's most violent offenders. For both of these teams, the use of undercover vehicles is paramount to their success at locating and surveilling offenders while putting together a plan for furthering the investigation or apprehension of the offender. Due to the nature of the operations, the vehicles must blend into the environment in which they are deployed. This is fulfilled by driving used common vehicles of standard colors.

Currently, the fleets for both the Special Operations and Violent Crime Teams are made up of different vehicle makes, models and colors to diversify their efforts to blend in. To add to that diversification the below vehicles have been located:

2016 Ford Escape, with 20552 miles at Sundance Chevrolet, $14,500.00 (see attached)

2016 Buick Encore, with 39212 miles at Sundance Chevrolet, $14,800.00 (see attached)

Lt. Spoelma has had both vehicles inspected by Fleet Services. Fleet Services personnel have confirmed that both vehicles are in good shape. Minor cosmetic issues were identified with the 2016 Ford Escape These minor cosmetic issues are being repaired by Sundance Chevrolet at no additional charge. Lt. Spoelma has searched for comparable vehicles in the Lansing area and has not located the same vehicles for a lower price that offer the same features for the vehicles intended purpose.

I am requesting a sole source total purchase approval of $29,300.00 for the above listed vehicles. The funds to pay for the vehicle will come from the Lansing Police Department Special Operations Section Forfeiture fund.

Thank you for your assistance with this matter.

Daryl Green, Chief of Police

VEHICLE BUYER'S ORDER

(PRINT PLAINLY) PURCHASER'S NAME	LANSING POLICE DEPARTMENT
DRIVER'S LICENSE NO.	
BIRTH DATE	
STOCK NO.	SC21919
DATE	09/01/2020
SOC. SEC NO.	

Please Enter My Order For: ○ DEMO ○ NEW ⦿ USED ○ R.V. ○ "AS IS" Vehicle

YEAR	MAKE	MODEL	COLOR	ODOMETER READING	SALESMAN
2016	Ford	Escape	Ingot Silver	20552	Sam Cypher

ENGINE OR SERIES NO. [redacted] WT. OR FEE CAT. TO BE DELIVERED ON OR ABOUT DATE

OPTIONS WANTED		REPLACEMENT VALUE $	
A/C		MARKET VALUE	14,500 00
AM/FM STEREO		DIC	
AUX POWER OUTLET		DOC	
CLOTH SEATS		SALES TAX	
INTERMITTENT WIPERS		PLATE	
POWER LOCKS		TITLE	
POWER WINDOWS		GOLD SHIELD	
		TOTAL CASH DELIVERED PRICE	14,500 00

Applies to Used Vehicles Only Effective May 1985 "THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE."

CREDIT: CASH DEPOSIT SUBMITTED WITH ORDER (MEMO CASH RECEIPT NO.)
ALLOWANCE FOR USED CAR TRADE-IN AS APPRAISED
LESS BAL. OWED TO. Acct:

IF A CREDIT SALE, THE REQUIRED INFORMATION WILL BECOME A PART OF THIS FORM AS ATTACHED DOCUMENTATION

TRADE IN: YEAR | MAKE | MODEL | TYPE
SERIAL OR VIN NO. | COLOR
APPRAISED BY | DATE | MEMO ODO. READING
EQUIPMENT

NET EQUITY	
TOTAL CREDITS	
BALANCE DUE	14,500 00
MEMO ONLY: TIME SALE CHARGES	
MEMO ONLY: AMOUNT OF CONTRACT $	14,500 00

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS DEALER FURNISHES BUYER WITH A A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY DEALER, AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS - NOT EXPRESSLY WARRANTY OR GUARANTEED."

The front and back of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement. I have read the matter printed on the back hereof and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am of legal age, and hereby acknowledge receipt of a copy of this order. BASED UPON AVAILABILITY OF VEHICLE AND OT A BINDING CONTRACT.

5005 East Saginaw Highway
GRAND LEDGE, MI 48837
(517) 627-4051

APPROVED BY
(THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED)
CREDIT APPROVED

X
PURCHASER'S SIGNATURE
ADDRESS 120 W MICHIGAN AVE
CITY LANSING ZIP 48933
HOME (517) 483-4821 BUSINESS
CELL (517) 899-7209 EMAIL
PURCHASER'S COUNTY OF RESIDENCE INGHAM

RUST PROOF KIND ○ YES ○ NO		EXPIRES ON	
		○ NEW PLATE ○ RENEWAL ○ TRANSFER	
CREDIT LIFE* ○ YES ○ NO		LIST PRICE	
ACCIDENT* ○ YES ○ NO		PURCHASE PRICE OF VEHICLE (Including Freight & Accessories)	
EXTENDED SER. POL. ○ YES ○ NO		OTHER TAXABLE CHARGES	
PARTIAL PAYMENT	$	TOTAL TAXABLE PRICE	
		SALES TAX	
CASH RECEIPT NUMBER		LICENSE	
DATE RECEIVED		TITLE	
TO BE FINANCED BY:		LABOR SERVICE	
		TOTAL CASH DEL. PRICE	
		CASH DEPOSIT	
		CASH DUE ON DELIVERY	
ANNUAL % RATE ○ WEEKLY ○ MONTHLY		TRADE-IN	
NO. PAYMENTS		LESS LIEN	
DUE		TOTAL DOWN PAYMENT	
		AMOUNT TO FINANCE	

PAYMENT OPTIONS

0 Down	1,000 Down	2,000 Down	
RETAINED VALUE	DOWN PAY (EQUITY)	FINAL PAYMENT	SPLIT PAYMENT

RUST PROOF KIND ☐ YES ☐ NO

EXPIRES ON

☐ NEW PLATE ☐ RENEWAL ☐ TRANSFER

CREDIT LIFE* ☐ YES ☐ NO

ACCIDENT* ☐ YES ☐ NO

EXTENDED SER. POL. ☐ YES ☐ NO

PARTIAL PAYMENT $

CASH RECEIPT NUMBER

DATE RECEIVED

TO BE FINANCED BY:

LIST PRICE	
PURCHASE PRICE OF VEHICLE (Including Freight & Accessories)	
OTHER TAXABLE CHARGES	
TOTAL TAXABLE PRICE	
SALES TAX	
LICENSE	
TITLE	
LABOR SERVICE	
TOTAL CASH DEL. PRICE	
CASH DEPOSIT	
CASH DUE ON DELIVERY	
TRADE-IN	
LESS LIEN	
TOTAL DOWN PAYMENT	
AMOUNT TO FINANCE	

ANNUAL % RATE ☐ WEEKLY ☑ MONTHLY

NO. PAYMENTS

DUE

PAYMENT OPTIONS

0 Down	1,000 Down	2,000 Down	
RETAINED VALUE	DOWN PAY (EQUITY)	FINAL PAYMENT	SPLIT PAYMENT

(PRINT PLAINLY)

PURCHASER'S NAME LANSING POLICE DEPARTMENT

VEHICLE BUYER'S ORDER

DRIVER'S LICENSE NO.	BIRTH DATE	STOCK NO.	DATE
		XC21530	08/31/2020

SOC. SEC NO.

Please Enter My Order For: ☐ DEMO ☐ NEW ☑ USED ☐ R.V. ☐ "AS IS" Vehicle

YEAR	MAKE	MODEL	COLOR	ODOMETER READING	SALESMAN
2016	Buick	Encore	Carbon Black M	39212	Sam Cypher

ENGINE OR SERIES NO. [redacted]

WT. OR FEE CAT.

TO BE DELIVERED ON OR ABOUT DATE

OPTIONS WANTED	PROGRAM	VALUE	REPLACEMENT VALUE $		
A/C			MARKET VALUE	14,800	00
AM/FM STEREO			DIC		
AUX POWER OUTLET			DOC		
CLOTH SEATS			SALES TAX		
INTERMITTENT WIPERS			PLATE		
POWER LOCKS			TITLE		
POWER WINDOWS			GOLD SHIELD		
			TOTAL CASH DELIVERED PRICE	14,800	00

Applies to Used Vehicles Only Effective May 1985

"THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRACT PROVISIONS IN THE CONTRACT OF SALE."

CREDIT

CASH DEPOSIT SUBMITTED WITH ORDER (MEMO CASH RECEIPT NO.)		
ALLOWANCE FOR USED CAR TRADE-IN AS APPRAISED		
LESS BAL. OWED TO: Acct:		

IF A CREDIT SALE, THE REQUIRED INFORMATION WILL BECOME A PART OF THIS FORM AS ATTACHED DOCUMENTATION

TRADE IN

YEAR	MAKE	MODEL	TYPE
SERIAL OR VIN NO.			COLOR
APPRAISED BY		DATE	MEMO ODO. READING
EQUIPMENT			

NET EQUITY		
TOTAL CREDITS		
BALANCE DUE	14,800	00
MEMO ONLY TIME SALE CHARGES		
MEMO ONLY AMOUNT OF CONTRACT $	14,800	00

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES, UNLESS DEALER FURNISHES BUYER WITH A A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF. DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY DEALER, AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS - NOT EXPRESSLY WARRANTY OR GUARANTEED."

The front and back of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement. I have read the matter printed on the back hereof and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am of legal age, and hereby acknowledge receipt of a copy of this order. BASED UPON AVAILABILITY OF VEHICLE AND OT A BINDING CONTRACT.

Sundance Chevrolet

5895 East Saginaw Highway
GRAND LEDGE, MI 48837
(517) 627-4051

APPROVED BY

(THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED)

CREDIT APPROVED

X
PURCHASER'S SIGNATURE

ADDRESS 120 W MICHIGAN AVE

CITY LANSING ZIP 48933

HOME (517) 483-4821 BUSINESS

CELL (517) 896-7209 EMAIL

PURCHASER'S COUNTY OF RESIDENCE INGHAM

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor
Samantha Harkins, Deputy Mayor

FROM: Stephanie Robinson, CPPB, Senior Buyer

DATE: **October 7, 2020**

SUBJECT: Sole Source – Tetra Tech

The Public Service Department – WWTP Division requests that Tetra Tech of Lansing be designated as a Sole Source consultant for the procurement of Engineering Services for the SCADA System Replacement.

Please see the attached letter from Bill Brunner and Andrew Kilpatrick regarding the request for the engineering services.

Based on the attached letter purchasing recommends issuing a sole source purchase order to Tetra Tech in the amount of $ 157,000 from account 590-933610-743000-52105 per the request of Public Service Department WWTP.

Attachment

Date: ______________

Approved______ Denied ______

____
Andy Schor, Mayor

PUBLIC SERVICE
DEPARTMENT
Wastewater Division
1625 Sunset Avenue
Lansing, Michigan 48917
(517) 483-4404
FAX: (517) 483-4536
http://publicservice.cityoflansingmi.com/pubwater/

Andy Schor, Mayor

CLEANER GREENER LANSING

To: **Stephanie Robinson, Senior Buyer**
Shannon Tracy, Senior Buyer

From: **William H. Brunner, P.E., Plant Engineer**

Date: **October 6, 2020**

Subject: **Recommendation of Sole Source Engineering SCADA System Replacement**

I recommend that Tetra Tech be awarded the work, as a sole-source engineer, to design and provide programming and deployment assistance for replacement of the supervisory control and data acquisition (SCADA) system at the Lansing Wastewater Treatment Plant and Pump Stations for $157,000. Attached to this document is Tetra Tech's quotation for the work.

The SCADA system provides real-time monitoring and control of equipment located throughout the wastewater plant and at the 33 pump stations located throughout the City. It also acquires data useful in tracking the health of the equipment, and the state of system. Without SCADA, personnel would have to visit each process, pump station, and piece of equipment to determine if it is functioning, and to what extent, and to operate it. Since its installation, SCADA has allowed the plant to reduce staffing requirements by over a third. Current staffing brings that to less than half. We no longer have the staffing required to run the plant without a SCADA system.

We were budgeting for a phased replacement of the SCADA system. However, we have recently used much of our backup equipment, and are now experiencing more and more temporary failures of the installed equipment, including a 3-hour complete failure September 30-October 1, 2020. In order to operate the plant in compliance with State and Federal Regulations, it is urgent that we replace the SCADA system as soon as possible.

Tetra Tech provided engineering design and construction services during installation of the plant's SCADA system in the early to mid-2000s. Key personnel from that project will be working on this upgrade. We will realize substantial savings in design time due to their intimate familiarity with the system. To save contractor markup fees, Tetra Tech is proposing that the City purchase the SCADA equipment directly, and install it with our electricians. Also, the proposal includes upgrading the Wonderware software, instead of replacing it with a different software system. This will require minimal effort compared with the entire reprogramming of the hundreds of computer screens used in the monitoring and control processes.

Funds will be drawn from the following account:
$157,000 590-933610-743000-52105 Solids Handing Upgrades

If you have any questions regarding this recommendation, please contact me -4018. Thank you for your assistance.

✓ Approved

Andrew Kilpatrick, P.E., Director of Public Service

TETRA TECH

September 30, 2020

Transmitted Electronically

Mr. Bill Brunner, P.E.
City of Lansing WWTP
1625 Sunset Avenue
Lansing, MI 48917

Re: City of Lansing Wastewater Treatment Plant
Phase-1 - Network and HMI System Upgrades
Design, Programming, and Startup Services

Dear Mr. Brunner:

Thank you for the opportunity to submit our professional services proposal to assist the City of Lansing with upgrading the Wastewater Treatment Plant (WWTP) SCADA network and HMI computer hardware and software.

PROJECT UNDERSTANDING

Based on our discussions it our understanding that you would like to upgrade the following items:

1. **WWTP SCADA Networking Equipment.**

   The SCADA networking equipment will be designed and replaced to include new core (administration building) network switches and possibly redesigned edge switches at each of the major WWTP buildings.

2. **WWTP HMI Computing Hardware and Software.**

   The Wonderware HMI computing hardware and software will be upgraded to incorporate virtualized (MS Hyper-V) servers and upgrades to the latest version of Wonderware HMI software. This includes upgrading the servers located in the administration building along with changing the operator workstations to thin-client type computers across the entire WWTP.

BACKGROUND

The current SCADA system was largely designed and implemented in the mid to late 1990s. The system is a large, complex, and robust system that is comprised of all Allen-Bradley (Rockwell) programmable logic controllers (PLC), mostly the PLC-5 model with older 1771 and 1791 series input/output (I/O) cards, arranged in standard PLC-5 type I/O chassis. Wonderware human machine interface (HMI) software is used throughout the system to allow plant operators to control the WWTP plant processes via graphical computer displays. Approximately 15 Wonderware operator workstations are located throughout the WWTP plus one at each of the five remote major stations. The current Wonderware system is based on each of the operator workstations being an independent stand-alone workstation running Microsoft Windows operating systems with several servers (Microsoft Windows Server) utilized for data retrieval and single Wonderware Historian.

Tetra Tech
401 South Washington Square, Suite 100, Lansing, MI 48933
Tel 517.316.3930 Fax 517.484.8140 www.tetratech.com

The SCADA Ethernet network components (mostly Cisco branded equipment) date back to the original installation in the mid to late 1990s.

The majority of the entire SCADA system has served its useful life and many components have been obsoleted by their respective manufacturers.

In terms of system upgrades over the past 20 years, the network topology was reconfigured to eliminate the edge network switches and a spare core switch purchased and configured about 10 years ago. The HMI software (Wonderware) was last updated in 2009 and currently operates on computers running Microsoft Windows XP, which is now two generations old and obsoleted. The majority of computing equipment is past its recommended useful life and has recently shown signs of failure, which also applies to some of the existing network components, specifically the core Cisco switches located in the administration building.

Recommended upgrades are described below. This proposal covers upgrading the network components, SCADA computing hardware and software. The PLCs are also recommended for upgrade and a subsequent proposal for that scope of work will be forthcoming later in October 2020.

RECOMMENDATIONS

WWTP SCADA Networking Upgrades

Tetra Tech recommends replacement of the existing SCADA ethernet network components throughout the entire WWTP and at the five major pumping stations. The system upgrades should be designed to return the system to its original network topology design that incorporated edge switches in each building rather than its current configuration of all fiber leading back to the core switches within the administration building. The current system, although simpler in terms of hardware complexity, lessens overall system reliability by requiring the core switches to be fully operational for all other process areas to function whereas the original design that incorporated edge switches allow individual process areas to fully operate locally even if the core switch were to malfunction. Switches should be based around Cisco or Rockwell Stratix and be suitable for their intended environment. It is recommended that a Cisco certified network consultant be subcontracted to provide design and system programming/configuration assistance. Tetra Tech would create a comprehensive bill-of-material (BOM) for the network equipment to be direct purchased by the City. This will save contractor and sales tax markup. Hardware installation would be completed by the current on-site electrical contractor with assistance from Tetra Tech.

WWTP HMI Computer Hardware and Software Upgrades

For the WWTP SCADA computing systems Tetra Tech recommends the new system consist of a virtual thin solution that will reduce the number of physical servers, increase redundancy, provide much easier and maintainable disaster recovery without adding significant additional costs compared to a non-virtualized system. The recommended system described below would be implemented at the WWTP.

The recommended system will include two physical servers to replace the current servers and workstations. Each physical server would contain multiple virtual images. This is accomplished using virtualization software from Microsoft called Hyper-V. Hyper-V allows multiple software images to run concurrently on one physical server. In addition, a third server or dedicated hardware backup device would be designed to provide system backups.

The Wonderware HMI software would be upgraded from the current version to the latest version 2020 (released in early 2020).

Approximately 15 thin-client computers would be distributed around the WWTP plant replacing the current thick-client computers or a combination of thin and thick clients could be distributed depending on the need for local data collectors. The major stations upgrades (all five) would be implemented with standard thick-client computers running Windows 10 professional. Tetra Tech would create a comprehensive bill-of-material (BOM) for the computing equipment to be direct purchased by the City. This will save contractor and sales tax markup. Hardware installation would be completed by the current on-site electrical contractor with assistance from Tetra Tech.

Benefits of the proposed system design

- Utilizes a Domain controller to facilitate centralized login security.
- Terminal server solution allows inexpensive terminal computers to be used throughout the WWTP.
- Terminal server allows easy deployment of tablet computers if desired by City staff.
- Dual input/output data and terminal servers provide redundant yet very efficient data retrieval from the Allen-Bradley PLCs.
- Virtualization lends itself to allow easy system disaster recovery in the event of hardware failure.
- Dedicated backup device allows systematic backups to be stored on a dedicated device.

PLC UPGRADES (FUTURE PHASE-2 UPGRADES PROPOSAL)

Rockwell (Allen-Bradley) has fully retired the PLC-5 line of programmable logic equipment including all PLCs, I/O cards and related equipment. The equipment is no longer available for purchase from the manufacturer.

A migration project would require hardware upgrades and programming modifications of the existing PLC-5 programs to the newer Logix style programs as well as revise the existing Wonderware Intouch HMI software input/output (I/O) drivers and tag-name database as well as the Wonderware Historian to achieve communications to the new logic controllers and associated hardware.

To minimize impact to the daily operations of the treatment plant Tetra Tech recommends the use of the Rockwell PLC-5 wiring migration solution kits which utilizes a PLC-5 backplane replacement plate and pre-wired ControlLogix connection wiring. This is the most cost effective and least disruptive method to migrate to the new PLC platform based on our experience with these types of projects. This will substantially reduce the labor that would normally be required by an installation contractor.

The migration kits would allow a contractor to perform the installation in the shortest amount of time thus minimizing operational disruptions. Tetra Tech would provide required programming, on/off site technical assistance, and onsite system commissioning services.

ESTIMATED OPINION OF PROBABLE CONSTRUCTION COST

Network Equipment		\$100,000	
Computing Equipment		\$70,000	
Computing Software		\$125,000	
Installation Labor		\$20,000	(this could optionally be done by City maintenance staff if desired)
Contingency (~15%)		\$42,000	
	TOTAL	**\$357,000**	**(not including design, configuration and deployment)**

SCOPE OF WORK (PHASE 1 UPGRADES)

WWTP SCADA Networking Upgrades (TASK 1)

- Conduct an onsite meeting to discuss the proposed network design.
- Visit the WWTP and each major station to document the existing network equipment and assess current conditions and operation. This includes a subcontractor to upload (save) configurations from all existing network switches.
- Tetra Tech to pull together existing system documentation and modify for the new components and ready for system deployment.
- Modify existing WWTP design drawings (including each of the five major stations) to show replacement of the existing network equipment.
- Develop a bill-of-material for the City to execute purchase of the required network and security components for the WWTP and major stations.
- Subcontract a Cisco networking expert to assist the Tetra Tech design team with networking best practices and provide onsite configuration and system deployment assistance.
- Tetra Tech to provide 80 hours for WWTP and major station onsite system deployment and Cisco subcontractor oversight.
- Tetra Tech to assist the installation contractor with mounting new hardware.

WWTP HMI Computer Hardware and Software Upgrades (TASK 2)

Tetra Tech proposes to design a solution, provide a hardware/software bill-of-material (BOM) to the City for purchase, provide software configuration in our office and deliver and setup the configured hardware to make a new working system at the WWTP and five remote stations (major). The new system will be setup in parallel with the existing system to allow nearly seamless switchover from the old to new system. System is assumed to consist of two physical server class computers configured with multiple virtualized servers using Microsoft Hyper-V, approximately 15 thin-client computers located at the WWTP and 5 thick-client computers, one at each major station.

- Conduct an onsite meeting to discuss the proposed design, final hardware choices, hardware/software procurement and overall system implementation schedule.
- Provide a design that includes Visio architecture diagrams of the final solution.
- Provide a BOM to the City for purchase of required hardware and software components.
- Retrieve the server, thin and thick client computer hardware, software equipment and configure the hardware & software in our Ann Arbor office
    - Configuration includes documenting critical settings, passwords, network parameters, etc. in a MS Word or Excel document.
    - Install the latest version of Wonderware HMI software on each of the virtualized servers for the WWTP.
- Setup and test each of the 15 thin-client terminals and 5 thick-client computers.
- Deliver the configured server system to the WWTP and work with an installation contractor to install the server computers, thin and thick client computers around the WWTP and remote stations (major).
- Test and verify operation of the new system then coordinate the switchover from the old system to the new system. Tetra Tech has budgeted a total of 120 hours for onsite system deployment.
- Transfer the existing historical data from the old system to new system Historian.
- Provide 16-hours of follow-up time to visit the WWTP and verify system operation.
- Turn over configuration documents to the Owner.
- Provide 4 hours of training to Owner on hardware configuration and operation of the upgraded system.

ASSUMPTIONS

Tetra Tech assumes the following:

- All existing control panel and network drawings are documented and available in electronic or paper form.
- This proposal is for upgrades at the WWTP and computers and hardware at five major pumping stations.
- The City will direct purchase all necessary hardware and software.
- City will be responsible for contracting the installation labor as needed.

COMPENSATION

Compensation for the professional services for this project will be based on time and materials at a not to exceed fee of:

TASK 1 NETWORK UPGRADES

Design	$29,000
Onsite Deployment	$46,000 *
TOTAL	$65,000

* includes $21,000 subcontracted services for onsite network programming and deployment assistance.

TASK 2 COMPUTER HARDWARE & HMI SOFTWARE UPGRADES

Design & Configuration	$55,000
Onsite Deployment	$37,000
TOTAL	$92,000
TOTAL PROJECT	**$157,000**

If you concur with our proposal, please sign in the space provided below and return one original signed copy of this proposal to indicate your authorization to proceed. Our Standard Terms and Conditions are attached and considered a part of this proposal.

SCHEDULE

We are prepared to begin work immediately upon receipt of your written authorization to proceed.

A preliminary schedule is presented below:

- Network System Design — October 2020 - January 2021
- Network System Onsite Deployment — February 2021 - May 2021
- Computer Hardware/Software Config. — January - May 2021
- Computer Hardware/Software Deploy — May - August 2021.

CONCLUSION

We look forward to working with you on this important project. If you need additional information, please call Mick at (734) 213-5075.

Sincerely,

Mick S. Jones

Mick S. Jones, P.E.
Senior Project Manager

Gary Markstrom, P.E.
Senior Project Manager

Encl.: Standard Terms and Conditions

Copy: Accounting (w/encl.)

PROPOSAL ACCEPTED BY CITY OF LANSING

BY: ______________________________

TITLE: ____________________ **DATE:** ______________

Tetra Tech of Michigan, PC
Engineering Services Standard Terms & Conditions

Services Consultant will perform services for the Project as set forth in Attachment A and in accordance with these Terms & Conditions. Consultant has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Consultant in performing their services. Consultant is authorized to proceed with services upon receipt of an executed Agreement.

Compensation In consideration of the services performed by Consultant, the Client shall pay Consultant in the manner set forth above. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Consultant. Where total project compensation has been separately identified for various tasks, Consultant may adjust the amounts allocated between tasks as the work progresses so long as the total compensation amount for the project is not exceeded.

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Regulated Wastes Client is responsible for the disposal of all regulated wastes generated as a result of services provided under this Agreement. Consultant and Client mutually agree that Consultant assumes no responsibility for the waste or disposal thereof.

Contractor Selection Consultant may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is the Client's sole responsibility.

Ownership of Documents Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of Consultant. Record documents of service shall be based on the printed copy. Consultant will retain all common law, statutory, and other reserved rights, including the copyright thereto. Consultant will furnish documents electronically; however, the Client releases Consultant from any liability that may result from documents used in this form. Consultant shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to Consultant.

Standard of Care Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant makes no warranty or guaranty, either express or implied. Consultant will not be liable for the cost of any omission that adds value to the Project.

Period of Service This Agreement shall remain in force until completion and acceptance of the services or until terminated by mutual agreement. Consultant shall perform the services for the Project in a timely manner consistent with sound professional practice. Consultant will strive to perform its services according to the Project schedule set forth in the provisions for Scope of Work/Fee/Schedule in Attachment A. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Consultant shall be entitled to an extension of time and compensation adjustment for any delay beyond Consultant control.

Insurance and Liability Consultant shall maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

<u>Worker's Compensation</u> – as required by applicable state statute
<u>Commercial General Liability</u> - $1,000,000 per occurrence for bodily injury, including death and property damage, and $2,000,000 in the aggregate
<u>Automobile Liability</u> –$1,000,000 combined single limit for bodily injury and property damage
<u>Professional Liability (E&O)</u> - $1,000,000 each claim and in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Consultant shall be a named insured on those policies where Consultant may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

Indemnification Consultant shall indemnify and hold harmless the Client and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused solely by the negligent act, error, or omission of Consultant in the performance of services under this Agreement. If such damage results in part by the negligence of another party, Consultant shall be liable only to the extent of Consultant's proportional negligence.

Dispute Resolution The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work. Causes of action between the parties to this Agreement shall be deemed to have accrued and the applicable statutes of repose and/or limitation shall commence not later than the date of substantial completion.

Suspension of Work The Client may suspend services performed by Consultant with cause upon fourteen (14) days written notice. Consultant shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Consultant shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or Consultant may terminate services on the Project upon seven (7) days written notice without cause or in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Consultant shall submit an invoice for services performed up to the effective date of termination and the Client shall pay Consultant all outstanding invoices, together with all costs arising out of such termination, within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

Authorized Representative The Project Manager assigned to the Project by Consultant is authorized to make decisions or commitments related to the project on behalf of Consultant. Only authorized representatives of Consultant are authorized to execute contracts and/or work orders on behalf of Consultant. The Client shall designate a representative with similar authority. Email messages between Client and members of the project team shall not be construed as an actual or proposed contractual amendment of the services, compensation or payment terms of the Agreement.

Project Requirements The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to Consultant at Project inception. Consultant will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Independent Consultant Consultant is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client. Consultant shall retain control over the means and methods used in performing Consultant's services and may retain subconsultants to perform certain services as determined by Consultant.

Compliance with Laws Consultant shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Consultant shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Permits and Approvals Consultant will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

Limitation of Liability In recognition of the relative risks and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Consultant and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Consultant and its subconsultants to all those named shall not exceed $50,000 or the amount of Consultant's total fee paid by the Client for services under this Agreement, whichever is the greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

Consequential Damages Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project or with this Agreement.

Waiver of Subrogation Consultant shall endeavor to obtain a waiver of subrogation against the Client, if requested in writing by the Client, provided that Consultant will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.

Environmental Matters The Client warrants that they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Consultant shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify Consultant from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Consultant.

Cost Opinions Consultant shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Consultant acknowledge that actual costs may vary from the cost opinions prepared and that Consultant offers no guarantee related to the Project cost.

Contingency Fund The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. Consultant may offer advice concerning the value of the contingency fund; however, Consultant shall not be liable for additional costs that the Client may incur beyond the contingency fund they select unless such additional cost results from a negligent act, error, or omission related to services performed by Consultant.

Safety Consultant shall be responsible solely for the safety precautions or programs of its employees and no other party.

Information from Other Parties The Client and Consultant acknowledge that Consultant will rely on information furnished by other parties in performing its services under the Project. Consultant shall not be liable for any damages that may be incurred by the Client in the use of third party information.

Force Majeure Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

Waiver of Rights The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

Warranty Consultant warrants that it will deliver services under the Agreement within the standard of care. No other expressed or implied warranty is provided by Consultant.

Severability Any provision of these terms later held to be unenforceable shall be deemed void and all remaining provisions shall continue in full force and effect. In such event, the Client and Consultant will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Survival All obligations arising prior to the termination of this Agreement and all provisions of these terms that allocate responsibility or liability between the Client and Consultant shall survive the completion or termination of services for the Project.

Assignments Neither party shall assign its rights, interests, or obligations under the Agreement without the express written consent of the other party.

Governing Law The terms of Agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Collection Costs In the event that legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, Consultant shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs, and expenses incurred by Consultant in connection therewith and, in addition, the reasonable value of Consultant's time and expenses spent in connection with such collection action, computed at Consultant's prevailing fee schedule and expense policies.

Equal Employment Opportunity Consultant will comply with federal regulations pertaining to Equal Employment Opportunity. Consultant is in compliance with applicable local, state, and federal regulations concerning minority hiring. It is Consultant's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. Consultant expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices.

Attorney Fees Should there be any suit or action instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party. The party that is awarded a net recovery against the other party shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.

Third Party Beneficiaries Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

Lien Rights Consultant may file a lien against the Client's property in the event that the Client does not make payment within the time prescribed in this Agreement. The Client agrees that services by Consultant are considered property improvements and the Client waives the right to any legal defense to the contrary.

Captions The captions herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.

CITY of LANSING

INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson CPPB, Senior Buyer

DATE: October 9, 2020

SUBJECT: Sole Source Purchase – Tetra Tech Inc

Please include this Sole Source packet of information in your transmittal to Council as required by the Purchasing Ordinance Section 206.05.

In summary, the Purchasing Office processed the following Sole Source transaction:

Department: Public Service Department Wastewater Division
Vendor: Tetra Tech Inc
Item Purchased: Engineering Services for Switchgear Replacement
Dollar Amount: Not to exceed $31,400 (FY21 account 590-933610-973000-44007)

Additional information pertaining to this purchase is attached for your information.

This letter is filed in accordance with the Purchasing Ordinance Section 206.05 (a) and (b).

slr

CITY OF LANSING

124 W. Michigan Ave
Lansing ,MI 48933
(517) 483-4128

PURCHASE ORDER	
P.O. NUMBER	P086826
DATE	09/11/20
VENDOR I.D.	V031455
DELIVERY DATE	
FOB	
REQUISITION NO	PR015464

OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.

TO: TETRA TECH INC
401 S WASHINGTON SQ STE 100
LANSING, MI 48933

PHONE# (517) 394-7900 FAX#

DELIVER ITEMS TO:

PUBLIC SERVICE WASTEWATER TREATMENT PLAN
1625 SUNSET AVE
LANSING, MI 48917

SEND INVOICE TO:

PUBLIC SERVICE WASTEWATER TREATMENT
1625 SUNSET AVE
LANSING, MI 48917

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	ENGINEERING SERVICES FOR ELECTRICAL SWITCHGEAR REPLACEMENT DESIGN, EQUIPMENT PROCUREMENT ASSISTANCE, AND CONSTRUCTION SERVICE AT CITY OF LANSING WASTEWATER TREATMENT PLANT	31,400	EA	1.00	31,400.00
	Emel			TAX	0.00
				TOTAL	31,400.00

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

1. Goods other than those specified on this order must not be substituted or prices changed without authorization.
2. If the quantity shipped is short of the purchase order quantity, specify on the packing slip if that quantity is on back order or cancelled.

Federal Tax ID: 38-6004628

AUTHORIZED SIGNATURE

XV 2 ad

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor
Samantha Harkins, Deputy Mayor

FROM: Stephanie Robinson, CPPB, Senior Buyer

DATE: **September 3, 2020**

SUBJECT: Sole Source – Tetra Tech

The Public Service Department – WWTP Division requests that Tetra Tech of Lansing be designated as a Sole Source consultant for the procurement of Engineering Services for the WWTP.

Please see the attached letter from Bill Brunner and Andrew Kilpatrick regarding the request for the engineering services.

Based on the attached letter purchasing recommends issuing a sole source purchase order to Tetra Tech in the amount of $ 31,400 per the request of Public Service Department WWTP.

Attachment

Date: 9-8-20

Approved X Denied ______

Andy Schor, Mayor

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor
Samantha Harkins, Deputy Mayor

FROM: Stephanie Robinson, CPPB, Senior Buyer

DATE: **September 3, 2020**

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Attachment

Date: ______________

Approved_____ Denied _____

____
Andy Schor, Mayor

TETRA TECH

September 1, 2020

Transmitted Electronically

Mr. William Brunner, P.E., Plant Engineer
City of Lansing Wastewater Treatment Plant
1625 Sunset
Lansing Michigan 48917

Re: **City of Lansing Michigan**
Wastewater Treatment Plant
Electrical Switchgear Replacement Design,
Equipment Procurement Assistance, and Construction Services

Dear Mr. Brunner:

Pursuant to your request, we are pleased to provide the City of Lansing this proposal for engineering design, assistance to the City with switchgear procurement, and construction services to replace the main 15KV metal clad electrical distribution switchgear and 4160V breaker lineup in the west blower building at the Lansing Wastewater Treatment Plant (WWTP). This will ensure the plant has a reliable power supply to serve the WWTP.

EXISTING CONDITIONS

There are two incoming primary 13.2KV power sources from the Lansing Board of Water and Light that power the primary switchgear. The primary metal clad switchgear consists of two main breakers, a tie breaker, and eight feeder breakers.

There is an automatic transfer scheme within the switchgear that will automatically operate the tie breaker when either source of power fails to repower the portion of the plant affected by a loss of one source.

The existing automatic transfer scheme no longer operates reliably, and in some instances, breakers have difficulty in reclosing once tripped open. In addition, switchgear has reached the end of its useful life and should be replaced.

APPROACH

Tetra Tech
401 South Washington Square, Suite 100, Lansing MI 48933
Tel 517.316.3930 Fax 517.484.8140 www.tetratech.com

Equipment Procurement Assistance

1. Provide plant staff with the completed one-line drawings, wiring diagrams, and switchgear technical specifications to allow the City to procure the switchgear equipment through an informal bidding process conducted by the City.
2. Conduct one (1) pre-bid meeting at the Lansing WWTP.
3. Assist the City with questions and prepare and issue addenda as required to interpret and/or clarify City bidding documents.
4. Review and evaluate the apparent low bidder's qualifications for supplying and delivering the equipment to the WWTP.

Construction Assistance

1. Attend one (1) pre-construction meeting at the Lansing WWTP.
2. Provide onsite construction verification (8 hours have been budgeted for this task).
3. We will be available as-needed to answer questions from the supplier or installation contractor.
4. Update electrical switchgear as-built drawings.

ASSUMPTIONS

1. Formal bid advertisement is not included.
2. Front-end specifications to be completed by City if needed.
3. The City will direct purchase the switchgear and have the low bidder deliver to the WWTP.
4. The City will work with their on-call electrical contractor to perform the installation.
5. SCADA reprogramming of the power monitors will be done as part of the as-needed contract.

SCHEDULE

We are available to start work within 21 days of the award of the contract.

COMPENSATION

Compensation for the professional services for this project will be based on time and materials at a not to exceed fee of:

Design	$23,400
Equipment Procurement Assistance	$3,500
Construction Assistance	$4,500
Total	**$31,400**

Tetra Tech of Michigan, PC
Engineering Services Standard Terms & Conditions

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Standard of Care Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant makes no warranty or guaranty, either express or implied. Consultant will not be liable for the cost of any omission that adds value to the Project.

Period of Service This Agreement shall remain in force until completion and acceptance of the services or until terminated by mutual agreement. Consultant shall perform the services for the Project in a timely manner consistent with sound professional practice. Consultant will strive to perform its services according to the Project schedule set forth in the provisions for Scope of Work/Fee/Schedule in Attachment A. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Consultant shall be entitled to an extension of time and compensation adjustment for any delay beyond Consultant control.

Insurance and Liability Consultant shall maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

<u>Worker's Compensation</u> – as required by applicable state statute
<u>Commercial General Liability</u> - $1,000,000 per occurrence for bodily injury, including death and property damage, and $2,000,000 in the aggregate
<u>Automobile Liability</u> –$1,000,000 combined single limit for bodily injury and property damage
<u>Professional Liability (E&O)</u> - $1,000,000 each claim and in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Consultant shall be a named insured on those policies where Consultant may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

Indemnification Consultant shall indemnify and hold harmless the Client and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused solely by the negligent act, error, or omission of Consultant in the performance of services under this Agreement. If such damage results in part by the negligence of another party, Consultant shall be liable only to the extent of Consultant's proportional negligence.

Dispute Resolution The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work. Causes of action between the parties to this Agreement shall be deemed to have accrued and the applicable statutes of repose and/or limitation shall commence not later than the date of substantial completion.

Suspension of Work The Client may suspend services performed by Consultant with cause upon fourteen (14) days written notice. Consultant shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Consultant shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or Consultant may terminate services on the Project upon seven (7) days written notice without cause or in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Consultant shall submit an invoice for services performed up to the effective date of termination and the Client shall pay Consultant all outstanding invoices, together with all costs arising out of such termination, within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

CITY of LANSING

INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson CPPB, Senior Buyer

DATE: October 9, 2020

SUBJECT: Sole Source Purchase – Kia of Lansing

Please include this Sole Source packet of information in your transmittal to Council as required by the Purchasing Ordinance Section 206.05.

In summary, the Purchasing Office processed the following Sole Source transaction:

Department: Lansing Police Department
Vendor: Young Automotive Kia of Lansing
Item Purchased: Two vehicles for special ops
Dollar Amount: Not to exceed $31,135 (FY21 account 2673254-977000)

Additional information pertaining to this purchase is attached for your information.

This letter is filed in accordance with the Purchasing Ordinance Section 206.05 (a) and (b).

slr

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor
Samantha Harkins, Deputy Mayor

FROM: Stephanie Robinson, CPPB, Senior Buyer

DATE: **August 31, 2020**

SUBJECT: Sole Source – KIA of Lansing

The Lansing Police Department requests that Kia of Lansing be designated as a Sole Source vendor for the procurement of two vehicles for Special Operations and Violent Crime Teams.

Please see the attached letter from Chief Daryl Green and Lt. Michelle Spoelma regarding the request for two of the vehicles.

Based on the attached letter we recommend issuing a sole source purchase order to
Kia of Lansing, in the amount of $ 31,135.00 per the request of the Lansing Police Department.

Attachment

Date: ________________

Approved______ Denied ______

____
Andy Schor, Mayor

CITY OF LANSING
124 W. Michigan Ave
Lansing ,MI 48933
(517) 483-4128

PURCHASE ORDER	
P.O. NUMBER	P086805
DATE	09/03/20
VENDOR I.D.	V003510
DELIVERY DATE	
FOB	
REQUISITION NO	PR015437

OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.

TO: YOUNG AUTOMOTIVE GROUP
5737 S PENNSYLVANIA AVE
LANSING, MI 48911

PHONE# FAX#

DELIVER ITEMS TO:

LANSING POLICE - OPERATIONS CENTER
5815 WISE RD
LANSING, MI 48911

SEND INVOICE TO:

LANSING POLICE - OPERATIONS CENTER
120 W MICHIGAN AVE 4TH FL
LANSING, MI 48933

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	2016 KIA SEDONA, [redacted] ODOMETER = 54,631	1	EA	19,000.00	19,000.00
				TAX	0.00
				TOTAL	19,000.00

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

1. Goods other than those specified on this order must not be substituted or prices changed without authorization.
2. If the quantity shipped is short of the purchase order quantity, specify on the packing slip if that quantity is on back order or cancelled.

Federal Tax ID: 38-6004628

AUTHORIZED SIGNATURE

CITY OF LANSING
124 W. Michigan Ave
Lansing ,MI 48933
(517) 483-4128

PURCHASE ORDER	
P.O. NUMBER	P086803
DATE	09/03/20
VENDOR I.D.	V003510
DELIVERY DATE	
FOB	
REQUISITION NO	PR015434

OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.

TO:
YOUNG AUTOMOTIVE GROUP
5737 S PENNSYLVANIA AVE
LANSING, MI 48911

PHONE# FAX#

DELIVER ITEMS TO:
LANSING POLICE - OPERATIONS CENTER
5815 WISE RD
LANSING, MI 48911

SEND INVOICE TO:
LANSING POLICE - OPERATIONS CENTER
120 W MICHIGAN AVE 4TH FL
LANSING, MI 48933

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	2019 NISSAN VERSA, [redacted] ODOMETER = 37,206	1	EA	12,135.00	12,135.00
				TAX	0.00
				TOTAL	12,135.00

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

1. Goods other than those specified on this order must not be substituted or prices changed without authorization.
2. If the quantity shipped is short of the purchase order quantity, specify on the packing slip if that quantity is on back order or cancelled.

Federal Tax ID: 38-6004628

AUTHORIZED SIGNATURE

Andy Schor, Mayor

Lansing Police Department

Chief Daryl Green

120 West Michigan Avenue
Lansing, MI 48933
Phone: (517) 483-4800
Fax: (517) 377-0162

Daryl Green, Chief

To:	Stephanie Robinson, Purchasing Department
From:	Daryl Green, Chief of Police
Subject:	Sole Source Request – Lansing Police Department Special Operations
Date:	August 28, 2020

The Lansing Police Special Operations Section has identified the need to purchase four vehicles for use by the Special Operations and Violent Crime Teams. This request is for the purchase of two of the four vehicles.

The Special Operations team is tasked with identifying and investigating subjects trafficking controlled substances within our community. The Violent Crime Team is tasked with identifying and apprehending our community's most violent offenders. For both of these teams, the use of undercover vehicles is paramount to their success at locating and surveilling offenders while putting together a plan for furthering the investigation or apprehension of the offender. Due to the nature of the operations, the vehicles must blend into the environment in which they are deployed. This is fulfilled by driving used common vehicles of standard colors.

Currently, the fleets for both the Special Operations and Violent Crime Teams are made up of different vehicle makes, models and colors to diversify their efforts to blend in. To add to that diversification the below vehicles have been located:

2019 Nissan Versa, with 37206 miles at Kia of Lansing, $12,135.00 (see attached)

2016 Kia Sedona, with 54629 miles at Kia of Lansing, $19,000.00 (see attached)

Lt. Spoelma has had both vehicles inspected by Fleet Services. Fleet Services personnel have confirmed that both vehicles are in good shape. Minor issues were identified with the 2016 Kia Sedona. All of those minor issues are being repaired by Kia of Lansing at no additional charge. Lt. Spoelma has searched for comparable vehicles in the Lansing area and has not located the same vehicles for a lower price that offer the same features for the vehicles intended purpose.

I am requesting a sole source total purchase approval of $31,135.00 for the above listed vehicles. The funds to pay for the vehicle will come from the Lansing Police Department Special Operations Section Forfeiture fund.

Thank you for your assistance with this matter.

Daryl Green, Chief of Police

Deal
Buyer
Trades
PDI
Disclosure
Recap
Summary
Commissions
Forms

Business Office

LANSING POLICE DEPARTMENT

120 W MICHIGAN AVE, LANSING, MI, 48933
Home: 517-483-4600 Cell:
Email:
County: INGHAM

Stock # L14374

[redacted]

Deal Information   Deal Status:

Retail Lease

List 12675.00	Rebate	AMO$/Opt	Sale Date 08/25/20
Price 11900.00	APR	Insurance	Deliver 08/25/20
Down	Term Days 1	Accessories	First Payment 08/25/20
Trade	Tax	Serv Cont	Lender Cash Sale-Retail
Payoff	Tax Group Michigan State Tax	Fee$/Lender 235.00	Discount 775.00
Function	Payment/Options	12135.00 M	

Other / Salespeople

Odometer 37206	Permit#/Exp	Salesperson1	F&I Manager
Trade Desc		Salesperson2	Sales Manager
PDI			

CG1585FI0WP1585   12135X00A082

Save Exit Cancel

Deal

Buyer

Trades

PDI

Disclosure

Recap

Summary

Commissions

Forms

Business Office

LANSING POLICE DEPARTMENT
120 W MICHIGAN AVE, LANSING, MI, 48933
Home: 517-483-4800 Cell:
Email:
County: INGHAM

Stock # L25945A

[redacted]

Deal Information

Deal Status: Work in Process

Retail Lease

List	Rebate	AMOS/Opt	Sale Date 08/28/20
Price 18732.00	APR	Insurance	Deliver 08/28/20
Down	Term Days 1	Accessories	First Payment 08/28/20
Trade	Tax	Serv Cont	Lender Cash Sale-Retail
Payoff	Tax Group Michigan State Tax	Fee$/Lender 268.00	Discount
Function	Payment/Options	19000.00 M	

Other / Salespeople

Odometer 54630	Permit#/Exp	Salesperson1	F&I Manager
Trade Desc		Salesperson2	Sales Manager
PDI			

CG2879FI0WP3629 19000X00A035

Exit Cancel

RESOLUTION #2020-
BY THE COMMITTEE ON WAYS AND MEANS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

Authorizing Michigan Natural Resources Trust Fund (MNRTF)
Land Acquisition Grant
Acquisition of Parcel 33-01-01-34-425-011

WHEREAS, on March 25, 2019 the City Council adopted Resolution 2019-090, approving submission of grant application to the Michigan Natural Resources Trust Fund (MNRTF), and accepting the terms of the grant as received from MNRTF, related to acquisition of parcel 33-01-01-34-425-011; and

WHEREAS, Resolution 2019-090 omitted the MNRTF Account Number, and MNRTF requires the same to be stated on the accepting resolution; and

WHEREAS, on March 23, 2015 the City Council adopted Resolution #2015-077 the City of Lansing Parks and Recreation Five Year Master Plan for 2015 - 2020 which states as a goal to acquire land; and

WHEREAS, MNRTF will be accepting grant applications for the next grant cycle no later than April 1, 2019; and

WHEREAS, MNRTF requires a resolution from the governing body of the applicant supporting the application, acknowledging the required match and committing to the amount and source of match that are specified in the application; and

WHEREAS, the Parks and Recreation Director is recommending the City apply for grant funding to acquire parcel #33-01-01-34-425-011, 1624 E. Cavanaugh Road, Lansing, MI 48910 currently owned by Mary C. Boegner, for park purposes; and

WHEREAS, the amounts and sources of the project funding are as follows:

Total Project Cost	$100,000.00
Amount Requested from the MNRTF (75% grant)	$75,000.00
Amount Requested from local sources (25%)	$25,000.00

WHEREAS, sufficient funds for the local match are currently available in the Park Acquisition and Development account; and

NOW, THEREFORE BE IT RESOLVED, the Lansing City Council re-approves the submission of the grant to the Michigan Natural Resources Trust Fund (TF19-0003).

BE IT FINALLY RESOLVED the City of Lansing, Michigan, will accept the terms of the grant as received from the MNRTF.

RESOLUTION #2020-

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

Authorizing Michigan Natural Resources Trust Fund (MNRTF)
Land Acquisition Grant
Acquisition of Parcel 33-01-01-21-202-011

WHEREAS, on March 25, 2019 the City Council adopted Resolution 2019-092, approving submission of grant application to the Michigan Natural Resources Trust Fund (MNRTF), and accepting the terms of the grant as received from MNRTF, related to acquisition of parcel 33-01-01-21-202-011; and

WHEREAS, Resolution 2019-092 omitted the MNRTF Account Number, and MNRTF requires the same to be stated on the accepting resolution; and

WHEREAS, on March 23, 2015 the City Council adopted Resolution #2015-077 the City of Lansing Parks and Recreation Five Year Master Plan for 2015 - 2020 which states as a goal to acquire land; and

WHEREAS, MNRTF will be accepting grant applications for the next grant cycle no later than April 1, 2019; and

WHEREAS, MNRTF requires a resolution from the governing body of the applicant supporting the application, acknowledging the required match and committing to the amount and source of match that are specified in the application; and

WHEREAS, the Parks and Recreation Director is recommending the City apply for grant funding to acquire parcel #33-01-01-21-202-011, 700 River Street, Lansing, MI 48933 currently owned by Judith Morella, for park purposes; and

WHEREAS, the amounts and sources of the project funding are as follows:

Total Project Cost	$80,000.00
Amount Requested from the MNRTF (75% grant)	$60,000.00
Amount Requested from local sources (25%)	$20,000.00

WHEREAS, sufficient funds for the local match are currently available in the Park Acquisition and Development account.

NOW, THEREFORE BE IT RESOLVED, the Lansing City Council re-approves the submission of the grant to the Michigan Natural Resources Trust Fund (TF19-0025).

BE IT FINALLY RESOLVED the City of Lansing, Michigan, will accept the terms of the grant as received from the MNRTF.

XV 2 ah

RESOLUTION #2020-

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

Authorizing Michigan Natural Resources Trust Fund (MNRTF)
Land Acquisition Grant
Acquisition of Parcel 33-01-01-21-202-001

WHEREAS, on March 25, 2019 the City Council adopted Resolution 2019-091, approving submission of grant application to the Michigan Natural Resources Trust Fund (MNRTF), and accepting the terms of the grant as received from MNRTF, related to acquisition of parcel 33-01-01-21-202-001; and

WHEREAS, Resolution 2019-091 omitted the MNRTF Account Number, and MNRTF requires the same to be stated on the accepting resolution; and

WHEREAS, on March 23, 2015 the City Council adopted Resolution #2015-077 the City of Lansing Parks and Recreation Five Year Master Plan for 2015 - 2020 which states as a goal to acquire land; and

WHEREAS, MNRTF will be accepting grant applications for the next grant cycle no later than April 1, 2019; and

WHEREAS, MNRTF requires a resolution from the governing body of the applicant supporting the application, acknowledging the required match and committing to the amount and source of match that are specified in the application; and

WHEREAS, the Parks and Recreation Director is recommending the City apply for grant funding to acquire parcel #33-01-01-21-202-001, 342 E. St. Joseph Street, #1, Lansing, MI 48933 currently owned by Jonathan Graves, for park purposes; and

WHEREAS, the amounts and sources of the project funding are as follows:

Total Project Cost	$100,000.00
Amount Requested from the MNRTF (75% grant)	$75,000.00
Amount Requested from local sources (25%)	$25,000.00

WHEREAS, sufficient funds for the local match are currently available in the Park Acquisition and Development account.

NOW, THEREFORE BE IT RESOLVED, the Lansing City Council re-approves the submission of the grant to the Michigan Natural Resources Trust Fund (TF19-0024).

BE IT FINALLY RESOLVED the City of Lansing, Michigan, will accept the terms of the grant as received from the MNRTF.

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

WHEREAS, the Mayor made the appointment of Guillermo Lopez, a 3rd Ward Member of the Board of Police Commissioners for a term to expire October 30, 2024; and

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

WHEREAS, the Committee of Public Safety met on October __, 2020 and took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Guillermo Lopez, a 3rd Ward Member of the Board of Police Commissioners for a term to expire October 30th, 2024;

INTRODUCTION OF ORDINANCE

Council President Peter Spadafore introduced:

An ordinance of the City of Lansing, Michigan, to amend Chapter 1300, Section 1300.11 of the Lansing Codified Ordinances to allow marihuana microbusinesses to operate in a "F" and "F-1" Commercial Zoning District.

The Ordinance is referred to the Committee on Development & Planning

RESOLUTION SETTING PUBLIC HEARING
BY CITY COUNCIL

Resolved by the City Council of the City of Lansing that a public hearing be set for November 30, 2020 at 7 p.m. in Tony Benavides Lansing City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan, or by electronic interactive means, for the purpose of to prevent disease, prolong life and promote public health by providing for enforcement of local health orders or regulations issued pursuant to the Michigan public health code, being 1978 PA 368, as amended, MCL 333.1101, et seq.; to provide for penalties for willful violation of such orders or regulations with personal knowledge as a misdemeanor, or upon being informed of such order or regulation by a law enforcement officer, as a civil infraction.

BE IT FURTHER RESOLVED, due to COVID -19, the public hearing may be held electronically in accordance with the amended Open Meetings Act in an effort to protect the health and safety of the public. Members of the public wishing to participate in the meeting may do so by logging into or calling into the meetings using the website or phone number and Meeting ID provided on the November 30, 2020 meeting agenda.

Interested Persons are invited to attend this Public Hearing

DRAFT #1
DATE: 09/18/2020

ORDINANCE NO. ____________

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO AMEND THE LANSING CODIFIED ORDINANCES BY AMENDING CHAPTER 1300, SECTION 1300.11, TO ALLOW MARIHUANA MICROBUSINESSES TO OPERATE IN A F AND F-I COMMERCIAL ZONING DISTRICT.

THE CITY OF LANSING ORDAINS:

Section 1. That Chapter 1300 Section 1300.11, of the Code of Ordinances of the City of Lansing, Michigan be and is hereby amended to read as follows:

1300.11. - Location of Marihuana Growers, Marihuana Safety Compliance Facilities, Marihuana Processors, Marihuana Secure Transporters, Marihuana Microbusinesses, and Designated Consumption Establishment.

(a) All Marihuana Growers ~~and Marihuana Microbusinesses~~ shall be limited to H-Light Industrial and I-Heavy Industrial zoning districts as identified in this Code.

(b) All Marihuana Safety Compliance Facilities, Marihuana Processors, and Marihuana Secure Transporters shall be limited to the H-Light Industrial, I-Heavy Industrial, or G2-Wholesale zoning districts as identified in this Code.

(c) All Designated Consumption Establishments shall be limited to F and F-1 Commercial, G2-Wholesale, H-Light Industrial, and I-Heavy Industrial zoning districts as identified in this Code.

(D) ALL MARIHUANA MICROBUSINESSES SHALL BE LIMITED TO F AND F-1 COMMERCIAL, H-LIGHT INDUSTRIAL, AND I-HEAVY INDUSTRIAL ZONING DISTRICTS AS IDENTIFIED IN THIS CODE.

~~(d)~~ (E) No marihuana operation shall be located in an unzoned area or in an area subject to an agreement entered into pursuant to Public Act 425 of 1984.

Section 2. All ordinances, resolutions or rules, parts of ordinances, resolutions or rules inconsistent with the provisions are repealed.

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 thereof other than the part so declared to be invalid.

Section 4. This ordinance shall take effect on the 30th day after enactment, unless given immediate effect by City Council and, pursuant to Section 3-307 of the City Charter, this Chapter shall expire December 31, 2029.

Approved as to form:

____
City Attorney

Dated: ______________________

RECEIVED
2020 OCT -7 PM 6:28
LANSING CITY CLERK

October 6th, 2020

Re: Claim -
Katelyn Stralkowski
903 N. Capitol Ave.
Lansing, MI 48906

To Claims Review Committee of Lansing,

Thank you for your previous consideration of my claim submitted in the amount of $460.00 for a trash violation for the property located at 903 N Capitol Ave. I am writing to appeal the decision.

I am asking for the Committee's reconsideration for this claim. I fully understand that I had a misunderstanding of the request that was sent to me in writing, and did not take the appropriate action to be fully in accordance with city ordinance because of my misunderstanding. I did not realize that moving the chair in question from the curb for trash pickup, back onto the porch of my rented property, would still constitute an ordinance violation.

My understanding of the ordinance was that I was violating the city's trash pickup policies, and removing the furniture from the curb would solve this issue. I have only lived in the city of Lansing since November of 2018 and have since been acclimating to the framework for city's ordinances and regulations, and ask for leniency on this violation.

Thank you for reconsidering this matter. I recognize that the city's ordinance is in place to ensure the removal of blight from the city's neighborhoods is a key aspect to making Lansing a community committed to her residents.

Thank you,

Katelyn Stralkowski
(906) 869-7253
kstralko@outlook.com

RECEIVED JAN 10 REC'D

City of Lansing

OFFICE OF THE CITY ATTORNEY

1766

Claims Review Committee Form

(Commonly including: Grass, Trash, Weeds and Board-Up Violations)

NAME: Katelyn Stralkowski DATE: 1/5/20

MAILING ADDRESS: 903 N Capitol Ave EMAIL: kstralko@outlook.com

CITY: Lansing STATE: MI ZIP CODE: 48906

TELEPHONE: Home ( ) (906)869-7253 Work ( ) (517) 371-4600

Please provide the following information on the incident(s) for which you are filing a claim. WE MAY NOT BE ABLE TO PROCESS YOUR CLAIM IF YOU DO NOT PROVIDE ALL OF THE INFORMATION BELOW.

ADDRESS: 903 N Capitol Ave PARCEL NO.

DATE OF INCIDENT: 12/16/19 AMOUNT YOU WERE BILLED: $460.00

TOTAL AMOUNT YOU ARE CONTESTING: $460.00

TYPE OF ASSESMENT: Trash-Admin Fee, Trash-Contractor Charge

Please give a detailed description of the circumstances surrounding the incident, including why you feel the City should not have charged you this fee. You may attach additional pages or documentation to this form as needed.

Description attached to form.

A description of the claims review process is available on our website at: https://www.lansingmi.gov/349/Claims-Review-Process

To download the claim form: https://www.lansingmi.gov/DocumentCenter/View/4639/Claims-Review-Committee-Form?bidId=

RECEIVED JAN 1 0 2020

I had both a recliner and a broken indoor art table on my porch, ready to be discarded. As I am relatively new to Lansing (as of November 2018) I was unfamiliar with the city trash ordinance, and placed the recliner by the curb. I received the letter explaining that I needed to remove the recliner from the curb. However the letter said nothing about my indoor table on the porch, so I mistakenly believed that placing the recliner on the porch while I obtained the sticker for disposal of both the table and recliner would be following the city ordinance. I was later informed by city officials that indoor table on my porch was also in violation of the ordinance, but this was not detailed in the letter whatsoever, leading to this misunderstanding. When the recliner was taken, the indoor art table was also on the porch and was never mentioned in the report whatsoever.

City of Lansing

OFFICE OF THE CITY ATTORNEY

James D. Smiertka, City Attorney

September 10, 2020

Katelyn Stralkowski
903 N. Capitol Avenue
Lansing, MI 48906

Re: Claim – 903 N. Capitol Ave.

Dear Ms. Stralkowski:

Please be advised that the Claims Review Committee reviewed the claim you submitted in the amount of $460.00 for a trash violation for property located at 903 N. Capitol Ave., Lansing, Michigan, and denied the claim you filed with the City of Lansing.

You have the right to appeal the decision of the Claims Review Committee to the Lansing City Council. If you desire to do so, please submit your appeal in writing, within thirty (30) days of the date of this letter, to the Lansing City Clerk, 9th Floor, City Hall, Lansing, MI 48933, for placement on the Council's agenda.

If you have any questions concerning this matter, please contact this office.

Sincerely,

Venus Kumar

Venus Kumar
Paralegal

Claim: 1766

RECEIVED JAN 28 2020

DATE: 1/27/2020

1766

10:30am
2/27/20

PPN:	**33-01-01-09-377-121**
DATE SUBMITTED:	**1/10/2020**
ADDRESS OF VIOLATION:	**903 N. Capitol Ave**
LISTED TAXPAYER OF RECORD:	**Royal Wulff LLC**
OTHER TAXPAYER OF RECORD:	
CLAIMANT:	**Stralkowski, Katelyn**
CLAIMANT'S ADDRESS:	**903 N. Capitol Avenue Lansing, MI 48906**
TYPE OF ACTIONS CONTESTED:	**Trash Violation**
VIOLATION DATE:	**11/22/2019**
NOTIFICATION DATE:	
2ND NOTICE ASSESSMENT DATE:	
AMOUNT OF ASSESSMENT:	**$460.00**
CONTRACTOR NAME - INVOICE NO. - DATE:	**Crutcher 19-T041 12/10**
AMOUNT OF CLAIM:	

ADDITIONAL ACTIONS CONTESTED:	
VIOLATION DATE:	
NOTIFICATION DATE:	
2ND NOTICE ASSESSMENT DATE:	
AMOUNT OF ASSESSMENT:	
CONTRACTOR NAME - INVOICE NO. - DATE:	
AMOUNT OF CLAIM:	
MEMO DATE – INVOICE NO.:	
HISTORY:	**Failure to Comply 1/15/20**
CITATIONS IN PREVIOUS YEAR:	**Trash Violation 11/22/2019**
CLAIMANT'S CIRCUMSTANCES:	**See Attached**

CODE OFFICER'S NOTES: This property was cited for a trash violation on 11/22/2019 with a compliance due date of 11/29/2019. The Premise Officer rechecked the property on 12/04/19 the violation was still present therefore it was submitted to the contractor for removal. The contractor arrived on 12/10/2019 the violation was still present and it was removed. The notice clearly states that if any additional debris are found it will also be removed without additional notice. The claimant never contacted our office with any questions as they should have if they were not clear on what the City of Lansing was requesting. The violations were still present 19 days after the notification was sent this office recommends denial of the claim.

RECEIVED JAN 10 REC'D

City of Lansing

OFFICE OF THE CITY ATTORNEY

1766

Claims Review Committee Form

(Commonly including: Grass, Trash, Weeds and Board-Up Violations)

NAME: Katelyn Stralkowski DATE: 1/5/20

MAILING ADDRESS: 903 N Capitol Ave. EMAIL: kstralko@outlook.com

CITY: Lansing STATE: MI ZIP CODE: 48906

TELEPHONE: Home ( ) (906) 869-7253 Work ( ) (517) 371-4600

Please provide the following information on the incident(s) for which you are filing a claim. WE MAY NOT BE ABLE TO PROCESS YOUR CLAIM IF YOU DO NOT PROVIDE ALL OF THE INFORMATION BELOW.

ADDRESS: 903 N Capitol Ave PARCEL NO. ____

DATE OF INCIDENT: 12/16/19 AMOUNT YOU WERE BILLED: $460.00

TOTAL AMOUNT YOU ARE CONTESTING: $460.00

TYPE OF ASSESMENT: Trash-Admin Fee, Trash-Contractor Charge.

Please give a detailed description of the circumstances surrounding the incident, including why you feel the City should not have charged you this fee. You may attach additional pages or documentation to this form as needed.

Description attached to form.

A description of the claims review process is available on our website at: https://www.lansingmi.gov/349/Claims-Review-Process

To download the claim form: https://www.lansingmi.gov/DocumentCenter/View/4639/Claims-Review-Committee-Form?bidId=

RECEIVED JAN 10 2020

I had both a recliner and a broken indoor art table on my porch, ready to be discarded. As I am relatively new to Lansing (as of November 2018) I was unfamiliar with the city trash ordinance, and placed the recliner by the curb. I received the letter explaining that I needed to remove the recliner from the curb. However the letter said nothing about my indoor table on the porch, so I mistakenly believed that placing the recliner on the porch while I obtained the sticker for disposal of both the table and recliner would be following the city ordinance. I was later informed by city officials that indoor table on my porch was also in violation of the ordinance, but this was not detailed in the letter whatsoever, leading to this misunderstanding. When the recliner was taken, the indoor art table was also on the porch and was never mentioned in the report whatsoever.

Eric's Refuse LLC
P.O. Box 16035
Lansing, MI 48901 US
ericsrefuse@hotmail.com

INVOICE

BILL TO

Economic Development &
Planning Code
Enforcement Office
316 N Capitol, Ste. C-1
Lansing, MI 48933-1238

INVOICE # 3239
DATE 12/14/2019

PROPERTY ADDRES
903 N Capitol ave

PARCEL NUMBER
33-01-01-09-377-121

DESCRIPTION	QTY	RATE	AMOUNT
city:1hour 3 yards first hour and 3 cubic yards submitted by Karac Brown work complete 12/10/19	1	175.00	175.00
city:Increase Granger Fee Granger landfill rate increase	1	20.00	20.00

BALANCE DUE **$195.00**

Nuisance Fees
City of Lansing Treasurers Office
124 W Michigan Ave 1st Floor
Lansing, MI 48933
Ph: (517) 483-4361 Fx: (517) 377-0169

Nuisance Fee Billing Statement

Date Created: 12/16/2019
Due Date: 01/15/2020
Pay Invoice In Full

ROYAL WULFF L L C
4520 N GRAND RIVER AVE
LANSING MI 48906-2615

Inv Number: 00145932
Parcel: 33-01-01-09-377-121
Address: 903 N CAPITOL AVE

Parcel: 33-01-01-09-377-121 Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00145932		E19-22322	903 N CAPITOL AVE	$460.00

Fee Details: Quantity	Description	Balance
1.000	Trash - Admin Fee	$ 265.00
195.000	Trash - Contractor Charge	$ 195.00
Total Amount Due		$460.00

Questions regarding this invoice: Contact **CODE ENFORCEMENT** at 517.483.4361

Payment Information:
- Make checks payable to: City of Lansing
- Mail payments or pay in person at:
  City of Lansing Treasurers Office
  124 W Michigan Ave 1st Fl
  Lansing MI 48933
- In order to assure proper credit, please send the top portion of this bill along with your payment.
- Payment in full is due within 30 days from the billing date
- Any unpaid balance remains as a lien against this property and will be added to the next property tax bill.

Appeals Process:
If you intend to appeal this nuisance fee and it is attached to your tax bill, you or your agent must file a written protest with the Claims Review Committee within 30 days after the nuisance fee is placed on the July or December Tax Roll. Claims forms are available in the City Attorney's Office and the City of Lansing's web address: www.lansingmi.gov. Return completed claim to: Lansing City Attorney's Office, 124 West Michigan Ave 5th Fl, Lansing, MI 48933

Other Information:
- July property taxes are due and payable on or before August 31st. December property taxes are due and payable on or before February 14th.
- For Red Tag Monitoring Fees Only – invoices not paid within 30 days are subject to a 5% penalty which will be applied on the 31st day.

By Authority of the Lansing City Council - Ordinance Numbers 655, 676, 1060.08 and 1460.04
Payments may be made online or in person Monday thru Friday 8:00 a.m. - 4:30 p.m., at the above address or by mail

Andy Schor, Mayor

Economic Development & Planning
Code Enforcement Office

316 N. Capitol, Ste C-1, Lansing, MI 48933-1238
(517) 483-4361 FAX (517) 377-0100

TRASH AND DEBRIS CORRECTION NOTICE

ROYAL WULFF L L C
4520 N GRAND RIVER AVE
LANSING, MI 48906-2615

Violation Date:	11/22/2019
Violation Location:	903 N CAPITOL AVE
Parcel No:	33-01-01-09-377-121
Compliance Due Date:	November 29, 2019

You are hereby notified that this Office has found a violation of the City of Lansing Housing Code Section 302 EXTERIOR PROPERTY at the above referenced location.

Violation: Please acquire blue bulk sticker(s) in order for the curbside debris to be removed by the City.

INSPECTOR COMMENTS: ***Please remove and properly dispose of chair currently near curb***

Violation: Indoor type furniture in the outdoors

Failure to correct this violation by the Compliance Due Date shall cause this office to immediately hire a contractor to complete the cleanup. **If any other additional trash and/or debris (as defined in Section 302) is found on the premises by the contractor it will also be removed without additional notice.** The contractor's expenses plus a $265.00 administrative services fee will be billed to you. If this bill is not paid within 30 days of the billing date, the amount will be assessed as a lien against your property. **Please be advised that, in an effort to discourage repeat offenses of this nature, the City will assess you an extra $75.00 fee for each time there is an additional premise violation at the violation address above during this calendar year.** If you have any questions or concerns about complying within the time indicated, you may contact me Monday through Friday between the hours of 8-9 AM or 12-1 PM.

Pursuant to Section 107.2 of the IPMC, you have the right to appeal this notice of violation. In accordance with Section 106.3 any action taken by the City on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

Code Officer: Karac Brown (517) 702 4750 Karac.Brown@lansingmi.gov

Taxpayer's Copy

Andy Schor, Mayor

Economic Development & Planning
Code Enforcement Office

316 N. Capitol, Ste C-1, Lansing, MI 48933-1238
(517) 483-4361 FAX (517) 377-0100

TRASH AND DEBRIS CORRECTION NOTICE

CHAMBERS RUSSELL
4520 N. Grand River Ave
Lansing, MI 48906

Violation Date:	11/22/2019
Violation Location:	903 N CAPITOL AVE
Parcel No:	33-01-01-09-377-121
Compliance Due Date:	November 29, 2019

You are hereby notified that this Office has found a violation of the City of Lansing Housing Code Section 302 EXTERIOR PROPERTY at the above referenced location.

Violation: Please acquire blue bulk sticker(s) in order for the curbside debris to be removed by the City.

INSPECTOR COMMENTS: ***Please remove and properly dispose of chair currently near curb***

Violation: Indoor type furniture in the outdoors

Failure to correct this violation by the Compliance Due Date shall cause this office to immediately hire a contractor to complete the cleanup. **If any other additional trash and/or debris (as defined in Section 302) is found on the premises by the contractor it will also be removed without additional notice.** The contractor's expenses plus a $265.00 administrative services fee will be billed to you. If this bill is not paid within 30 days of the billing date, the amount will be assessed as a lien against your property. **Please be advised that, in an effort to discourage repeat offenses of this nature, the City will assess you an extra $75.00 fee for each time there is an additional premise violation at the violation address above during this calendar year.** If you have any questions or concerns about complying within the time indicated, you may contact me Monday through Friday between the hours of 8-9 AM or 12-1 PM.

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Code Officer: Karac Brown (517) 702 4750 **Karac.Brown@lansingmi.gov**

Andy Schor, Mayor

Economic Development & Planning
Code Enforcement Office
316 N. Capitol, Ste C-1, Lansing, MI 48933-1238
(517) 483-4361 FAX (517) 377-0100

TRASH AND DEBRIS CORRECTION NOTICE

Occupant
903 N CAPITOL AVE
LANSING, MI 48906

Violation Date:	11/22/2019
Violation Location:	903 N CAPITOL AVE
Parcel No:	33-01-01-09-377-121
Compliance Due Date:	November 29, 2019

You are hereby notified that this Office has found a violation of the City of Lansing Housing Code Section 302 EXTERIOR PROPERTY at the above referenced location.

Violation: Please acquire blue bulk sticker(s) in order for the curbside debris to be removed by the City.

INSPECTOR COMMENTS: ***Please remove and properly dispose of chair currently near curb***

Violation: Indoor type furniture in the outdoors

Failure to correct this violation by the Compliance Due Date shall cause this office to immediately hire a contractor to complete the cleanup. **If any other additional trash and/or debris (as defined in Section 302) is found on the premises by the contractor it will also be removed without additional notice.** The contractor's expenses plus a $265.00 administrative services fee will be billed to you. If this bill is not paid within 30 days of the billing date, the amount will be assessed as a lien against your property. **Please be advised that, in an effort to discourage repeat offenses of this nature, the City will assess you an extra $75.00 fee for each time there is an additional premise violation at the violation address above during this calendar year.** If you have any questions or concerns about complying within the time indicated, you may contact me Monday through Friday between the hours of 8-9 AM or 12-1 PM.

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Code Officer: Karac Brown (517) 702 4750 Karac.Brown@lansingmi.gov

Andy Schor, Mayor

Economic Development & Planning
Code Enforcement Office
316 N. Capitol, Ste C-1, Lansing, MI 48933-1238
(517) 483-4361 FAX (517) 377-0100

Trash Authorization Form

Submitted to: Eric Crutcher on 12/04/2019

TAXPAYER: ROYAL WULFF L L C, 4520 N GRAND RIVER AVE LANSING, MI 48906-2615

Location of Work: **Enf Num: E19-22322**

Address: 903 N CAPITOL AVE
Lot No:
Description:
Parcel No: 33-01-01-09-377-121

Remove Trash and Debris

Work Authorized:
Violation: Please acquire blue bulk sticker(s) in order for the curbside debris to be removed by the City.

INSPECTOR COMMENTS: ***Please remove and properly dispose of chair currently near curb***

Violation: Indoor type furniture in the outdoors

PLUS ANY OTHER INCIDENTAL TRASH / DEBRIS ON THE PROPERTY

Authorized Time required to complete work: 2
Authorized Cubic Yards: 3

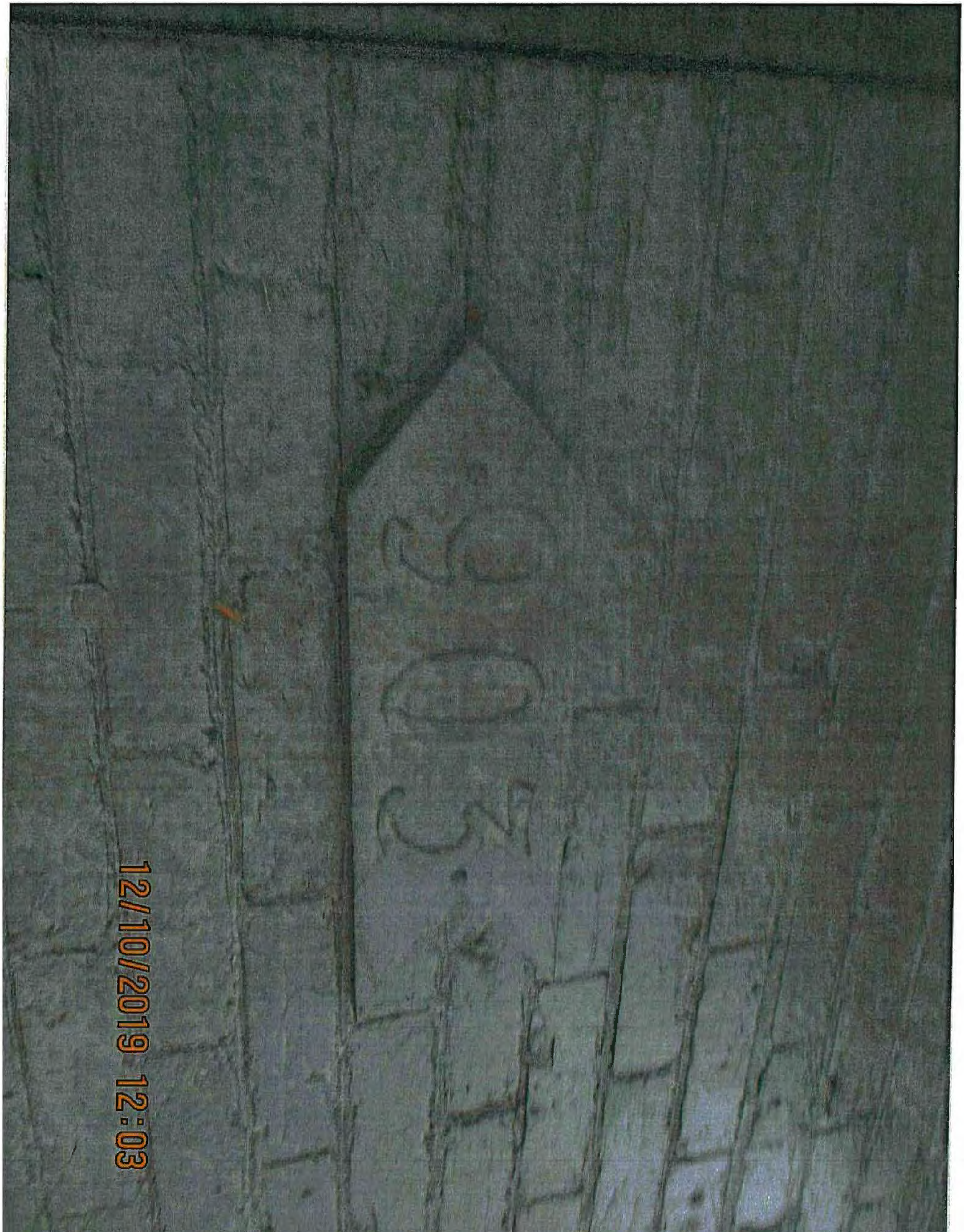
Warning Comment:
recliner chair sat by curb for 2 weeks then they moved it to the front porch after i sent them a violation. Go get that chair please.

Submitted By: Karac Brown (517) 702 4750

This action is authorized by the Manager of Code Compliance

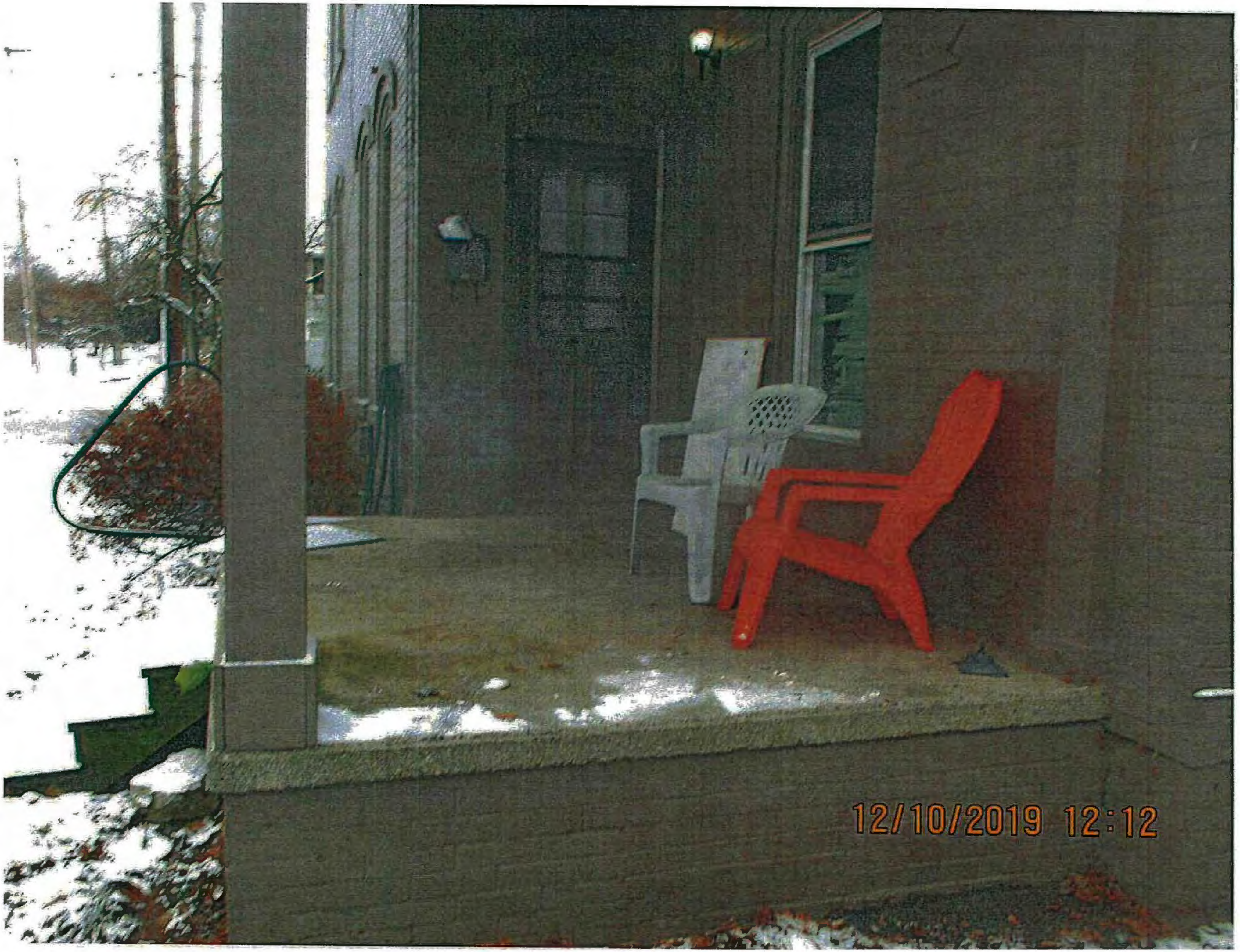
DSCN1097 11/22/2019 15:04 KBrown

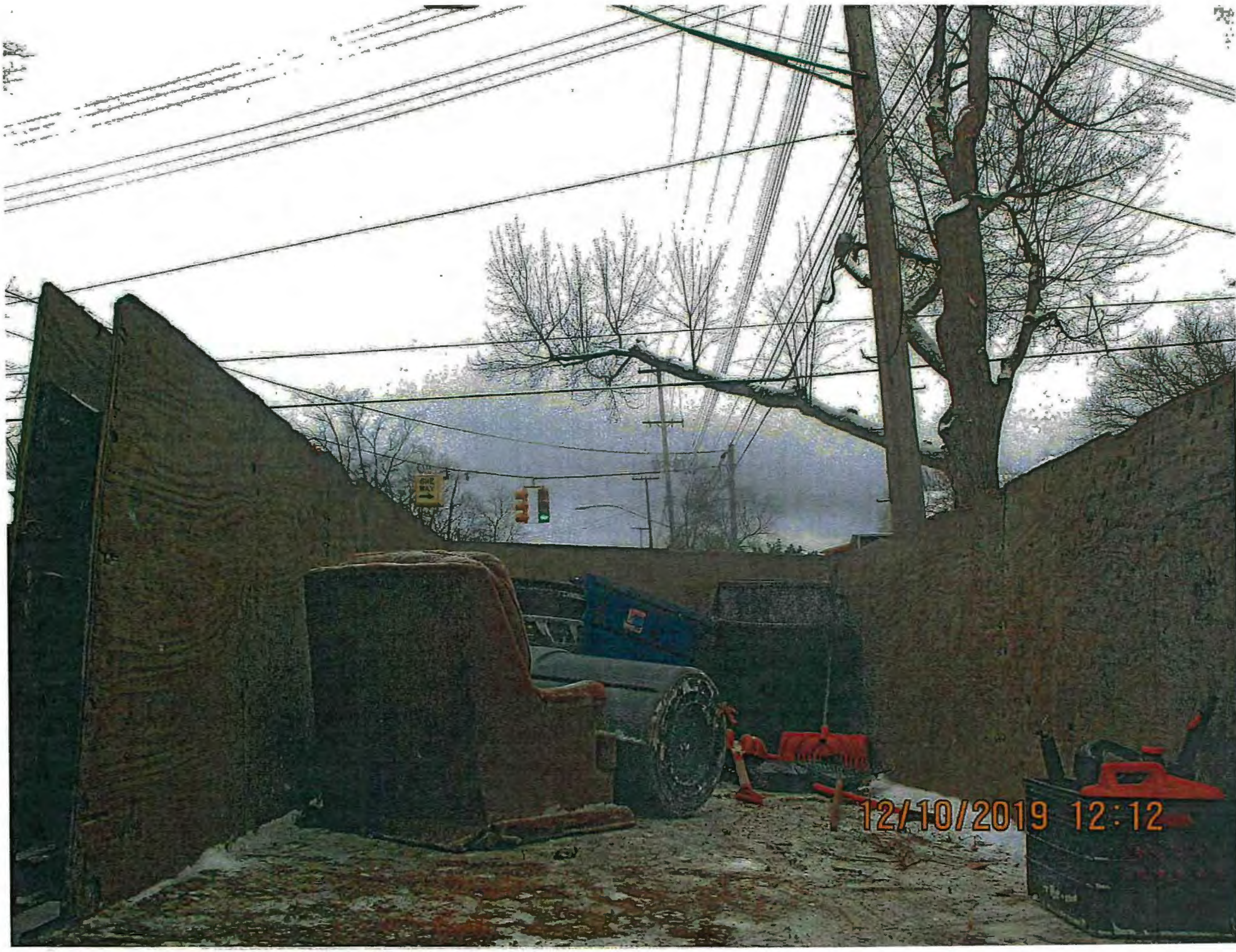
DSCN1212 12/04/2019 12:22 KBrown


12/10/2019 12:03


12/10/2019 12:03


12/10/2019 12:03


12/10/2019 12:12


12/10/2019 12:12

City of Lansing
OFFICE OF THE CITY ATTORNEY
James D. Smiertka, City Attorney

September 25, 2020

Jaza & Shna Saeid
800 Harris Street
Lansing, MI 48906

Re: Claim – 800 Harris St.

Dear Mr. & Mrs. Saeid:

Please be advised that with further review of your claim in the amount of $689.00 regarding a board up at the above address, and has GRANTED a portion of your claim, in the amount of $249.00. **Your new balance due is $440.00.**

Enclosed please find a Release for your review and signature. If the decision of the committee meets with your approval, please sign the release in front of a witness and have the witness also sign the form, then return the signed Release to this office. Once our office receives the signed Release with both signatures, we will request the amount be removed from the tax rolls, or a refund issued if the penalty has been paid.

You have the right to appeal the decision of the Claims Review Committee to the Lansing City Council. If you desire to do so, please submit your appeal in writing, within thirty (30) days of the date of this letter, to the Lansing City Clerk, 9th Floor, City Hall, Lansing, MI 48933, for placement on the Council's agenda.

Thank you for your cooperation in this matter. If you should have any questions, please feel free to contact me.

Sincerely,

Venus Kumar

Venus Kumar
Paralegal

Enclosure
Claim #1779

RELEASE

In consideration for the payment of $249.00, by the City of Lansing, which will be remitted to me upon receipt by the City of this signed Release. I, **JAZA SAEID** (the "undersigned"), for myself, my heirs, executors, administrators, representatives and assigns hereby release and discharge the City of Lansing, its officers, officials, employees, agents, insurers and any other person, firm, or corporation charged or chargeable with any responsibility or liability, from all claims, demands, actions or causes of action regarding the special assessment for a trash violation on property located at 800 Harris St., Lansing, Michigan.

The undersigned understands and agrees that this payment is the sole consideration for my release and is in full and complete settlement of all claims resulting from any damage. The undersigned warrants that no promise or inducement has been offered or made for my release, except as herein set forth; that this Release is executed without reliance upon any statement or representation by any of the parties released herein, or by their representatives concerning the nature and extent of any damage or injury or the legal liability therefore; and that the undersigned is of legal age and legally competent to execute this Release and accepts the full responsibility therefore.

The undersigned understands that none of the parties released admit liability of any kind and this payment and settlement in compromise is made to terminate further controversy respecting claims for damages that the undersigned has heretofore asserted or that the undersigned or his/her heirs, executors, administrators, representative or assigns might later assert.

In witness whereof, I have hereunto set my hand this _____ day of **SEPTEMBER** 2020.

WITNESS:	**CLAIMANT:**
______________________________	______________________________
	JAZA SAEID

Claim: 1779

Appeal Request

I am asking tottal forgiveness in the amount of $689.

do to current financial situation and I go through hardship. I have not worked since march. 2020. and I take care of my disable son and wife. ti was first time to put something on the side walk and I hopped that some body will take it to use it. I apreciate your help.

Jaza Saeid

10-2-2020

Jaza Saeid

RECEIVED MAR 04 2020

City of Lansing

OFFICE OF THE CITY ATTORNEY

#1779

Claims Review Committee Form

(Commonly including: Grass, Trash, Weeds and Board-Up Violations)

NAME: Jaza Saeid DATE: 2-28-20

MAILING ADDRESS: 800 E Harris St EMAIL:

CITY: lansing STATE: mi ZIP CODE: 48906

TELEPHONE: Home (517 2565764 Work ( )

Please provide the following information on the incident(s) for which you are filing a claim. WE MAY NOT BE ABLE TO PROCESS YOUR CLAIM IF YOU DO NOT PROVIDE ALL OF THE INFORMATION BELOW.

ADDRESS: 800 E H PARCEL NO. 33010103306001

DATE OF INCIDENT: 02/11/20 AMOUNT YOU WERE BILLED: $668.00

TOTAL AMOUNT YOU ARE CONTESTING: $668.00

TYPE OF ASSESMENT: trash

Please give a detailed description of the circumstances surrounding the incident, including why you feel the City should not have charged you this fee. You may attach additional pages or documentation to this form as needed.

After I received the note I moved from front of my garage the sidewalk beside the trash can hoped that somebody take it. I didnt know that beside trash can also not alowed. It's the first time that hapend I am askin forgivenice I take care of 2 disabled peopl wife and my son. this amount is alot of money. Please help. thank you.

A description of the claims review process is available on our website at: https://www.lansingmi.gov/349/Claims-Review-Process

To download the claim form: https://www.lansingmi.gov/DocumentCenter/View/4639/Claims-Review-Committee-Form?bidId=

RECEIVED MAY 28 2020

DATE: 5/20/2020

1779

PPN:	33-01-01-03-306-001
DATE SUBMITTED:	3/04/2020
ADDRESS OF VIOLATION:	800 Harris
LISTED TAXPAYER OF RECORD:	Saeid, Jaza & Shna
OTHER TAXPAYER OF RECORD:	
CLAIMANT:	Saeid, Jaza
CLAIMANT'S ADDRESS:	800 Harris Street Lansing, MI 48906
TYPE OF ACTIONS CONTESTED:	Trash Removal
VIOLATION DATE:	1/27/2020
NOTIFICATION DATE:	1/27/2020
2ND NOTICE ASSESSMENT DATE:	
AMOUNT OF ASSESSMENT:	$689.00
CONTRACTOR NAME - INVOICE NO. - DATE:	Crutcher 20-T005 2/05/2020
AMOUNT OF CLAIM:	$689.00

ADDITIONAL ACTIONS CONTESTED:

VIOLATION DATE:

NOTIFICATION DATE:

2ND NOTICE ASSESSMENT DATE:

AMOUNT OF ASSESSMENT:

CONTRACTOR NAME - INVOICE NO. - DATE:

AMOUNT OF CLAIM:

MEMO DATE – INVOICE NO.:

HISTORY:	Trash Violation 1/27/2020
CITATIONS IN PREVIOUS YEARS:	Trash Violation 1/18/2018

CLAIMANT'S CIRCUMSTANCES: See Attached

CODE OFFICER'S NOTES: This property was cited for a trash violation on 1/27/2020 with a compliance due date of 2/03/2020. The Code Enforcement Officer rechecked the property on 2/04/2020 the violations were still present and they were submitted to the contractor. The contractor arrived on 2/05/2020 the violation was still present as noted in the pictures and it was removed. The claimant states they were unaware of the policy regarding violations however they were cited for the same violation in 2018 and the claimant spoke with our office and the officer clarified the policy regarding indoor items in the outdoors. If the claimant was unsure they should have called our office as they did in 2018 for further clarification. This office would also like to note in 2018 even after the policy was explained they failed to remove the items by the compliance due date and they were submitted to the contractor but were removed by the time the contractor arrived. This office recommends denial of the claim.

RECEIVED MAR 04 2020

City of Lansing

OFFICE OF THE CITY ATTORNEY

#1779

Claims Review Committee Form

(Commonly including: Grass, Trash, Weeds and Board-Up Violations)

NAME: Jaza Saeid DATE: 2-28-20

MAILING ADDRESS: 800 E Harris St EMAIL:

CITY: lansing STATE: mi ZIP CODE: 48906

TELEPHONE: Home (517 2565764 Work ( )

Please provide the following information on the incident(s) for which you are filing a claim. WE MAY NOT BE ABLE TO PROCESS YOUR CLAIM IF YOU DO NOT PROVIDE ALL OF THE INFORMATION BELOW.

ADDRESS: 800 E H PARCEL NO. 33010103306001

DATE OF INCIDENT: 02/11/20 AMOUNT YOU WERE BILLED: $668.00

TOTAL AMOUNT YOU ARE CONTESTING: $668.00

TYPE OF ASSESMENT: trash

Please give a detailed description of the circumstances surrounding the incident, including why you feel the City should not have charged you this fee. You may attach additional pages or documentation to this form as needed.

After I received the note I moved from front of my garage the sidewalk besid the trash can hoped that somebody take it. I didnt know that beside trash can also not alowed. It's the first time that hapend I am askin forgiveneice I take care of 2 disabled peopl wife and my son. this amount is alot of money. Please help. thank You.

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To download the claim form: https://www.lansingmi.gov/DocumentCenter/View/4639/Claims-Review-Committee-Form?bidId=

Nuisance Fees
City of Lansing Treasurers Office
124 W Michigan Ave 1st Floor
Lansing, MI 48933
Ph: (517) 483-4361 Fx: (517) 377-0169

Nuisance Fee Billing Statement

Date Created: 02/11/2020
Due Date: 03/12/2020
Pay Invoice In Full

SAEID JAZA & SHNA
800 E HARRIS ST
LANSING MI 48906-3335

Inv Number: 00148926
Parcel: 33-01-01-03-306-001
Address: 800 HARRIS ST

Parcel: 33-01-01-03-306-001

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address		Amount Due
00148926		E20-23712	800 HARRIS ST		$689.00
	Fee Details:	Quantity	Description		Balance
		1.000	Trash - Admin Fee		$ 265.00
		424.000	Trash - Contractor Charge		$ 424.00
Total Amount Due					$ 689.00

Questions regarding this invoice: Contact **CODE ENFORCEMENT** at 517.483.4361

Payment Information:

- Make checks payable to: City of Lansing
- Mail payments or pay in person at:
  City of Lansing Treasurers Office
  124 W Michigan Ave 1st Fl
  Lansing MI 48933
- In order to assure proper credit, please send the top portion of this bill along with your payment.
- Payment in full is due within 30 days from the billing date
- Any unpaid balance remains as a lien against this property and will be added to the next property tax bill.

Appeals Process:

If you intend to appeal this nuisance fee and it is attached to your tax bill, you or your agent must file a written protest with the Claims Review Committee within 30 days after the nuisance fee is placed on the July or December Tax Roll. Claims forms are available in the City Attorney's Office and the City of Lansing's web address: www.lansingmi.gov. Return completed claim to: Lansing City Attorney's Office, 124 West Michigan Ave 5th Fl, Lansing, MI 48933

Other Information:

- July property taxes are due and payable on or before August 31st. December property taxes are due and payable on or before February 14th.
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By Authority of the Lansing City Council - Ordinance Numbers 655, 676, 1060.08 and 1460.04

Payments may be made online or in person Monday thru Friday 8:00 a.m. - 4:30 p.m., at the above address or by mail

Eric's Refuse LLC
P.O. Box 16035
Lansing, MI 48901 US
ericsrefuse@hotmail.com

INVOICE

BILL TO

Economic Development &
Planning Code
Enforcement Office
316 N Capitol, Ste. C-1
Lansing, MI 48933-1238

INVOICE # 3391
DATE 02/09/2020

PROPERTY ADDRES
800 Harris ST

PARCEL NUMBER
33-01-01-03-306-001

[illegible]	[illegible]	[illegible]	[illegible]
city:1hour 3 yards first hour and 3 cubic yards	1	175.00	175.00
city:add hours any hours after 1	1	150.00	150.00
city:class 2 construction material after 3	3	33.00	99.00
2/5/20 5 yards Joshua odom			

BALANCE DUE **$424.00**

Andy Schor, Mayor

ECONOMIC DEVELOPMENT & PLANNING

ZD 1-23-18: Spoke with Jaza (256 5764). I clarified that all indoor items be removed from the the exterior.

Mayor Virg Bernero

Lansing Fire Department
Fire Marshal's Office
Code Enforcement Section

316 N. Capitol, Ste C-1, Lansing, MI 48933-1238
(517) 483-4361 FAX (517) 377-0100

TRASH AND DEBRIS CORRECTION NOTICE

SAEID JAZA & SHNA
800 E HARRIS ST
LANSING, MI 48906-3335

Violation Date:	01/18/2018
Violation Location:	800 HARRIS ST
Parcel No:	33-01-01-03-306-001
Compliance Due Date:	January 25, 2018

You are hereby notified that this Office has found a violation of the City of Lansing Housing Code Section 302 EXTERIOR PROPERTY at the above referenced location.

AREA: Entire Exterior
Violation: Paper/Glass/Plastic/Metal/Cardboard debris

Violation: Trash found in boxes

Violation: Indoor type furniture in the outdoors

Violation: Deteriorated furniture

INSPECTOR COMMENTS: ***Please acquire a blue bulk sticker in order for the curbside debris to be removed by the City.***

Failure to correct this violation by the Compliance Due Date shall cause this office to immediately hire a contractor to complete the cleanup. **If any other additional trash and/or debris (as defined in Section 302) is found on the premises by the contractor it will also be removed without additional notice**. The contractor's expenses plus a $265.00 administrative services fee will be billed to you. If this bill is not paid within 30 days of the billing date, the amount will be assessed as a lien against your property. **Please be advised that, in an effort to discourage repeat offenses of this nature, the City will assess you an extra $75.00 fee for each time there is an additional premise violation at the violation address above during this calendar year.** If you have any questions or concerns about complying within the time indicated, you may contact me Monday through Friday between the hours of 8-9 AM or 12-1 PM.

Pursuant to Section 107.2 of the IPMC, you have the right to appeal this notice of violation. In accordance with Section 106.3 any action taken by the City on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

Code Officer: Zachary Driver (517) 702 4750 **Zachary.Driver@lansingmi.gov**

Andy Schor, Mayor

Economic Development & Planning
Code Enforcement Office

316 N. Capitol, Ste C-1, Lansing, MI 48933-1238
(517) 483-4361 FAX (517) 377-0100

TRASH AND DEBRIS CORRECTION NOTICE

SAEID JAZA & SHNA
800 E HARRIS ST
LANSING, MI 48906-3335

Violation Date:	01/27/2020
Violation Location:	800 HARRIS ST
Parcel No:	33-01-01-03-306-001
Compliance Due Date:	February 03, 2020

You are hereby notified that this Office has found a violation of the City of Lansing Housing Code Section 302 EXTERIOR PROPERTY at the above referenced location.

Violation: Indoor type furniture in the outdoors

INSPECTOR COMMENTS: *Recliner chair outside.*

Failure to correct this violation by the Compliance Due Date shall cause this office to immediately hire a contractor to complete the cleanup. **If any other additional trash and/or debris (as defined in Section 302) is found on the premises by the contractor it will also be removed without additional notice.** The contractor's expenses plus a $265.00 administrative services fee will be billed to you. If this bill is not paid within 30 days of the billing date, the amount will be assessed as a lien against your property. **Please be advised that, in an effort to discourage repeat offenses of this nature, the City will assess you an extra $75.00 fee for each time there is an additional premise violation at the violation address above during this calendar year.** If you have any questions or concerns about complying within the time indicated, you may contact me Monday through Friday between the hours of 8-9 AM or 12-1 PM.

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Code Officer: Joshua Odom (517) 483 4381 Johua.Odom@lansingmil.gov

"Equal Opportunity Employer" Taxpayer's Copy

Andy Schor, Mayor

Economic Development & Planning
Code Enforcement Office
316 N. Capitol, Ste C-1, Lansing, MI 48933-1238
(517) 483-4361 FAX (517) 377-0100

Trash Authorization Form

Submitted to: Eric Crutcher on 02/04/2020

TAXPAYER: SAEID JAZA & SHNA, 800 E HARRIS ST LANSING, MI 48906-3335

Location of Work:

Enf Num: E20-23712

Address: 800 HARRIS ST
Lot No:
Description:
Parcel No: 33-01-01-03-306-001

Remove Trash and Debris

Work Authorized:
Violation: Indoor type furniture in the outdoors

INSPECTOR COMMENTS: *Recliner chair outside.*

PLUS ANY OTHER INCIDENTAL TRASH / DEBRIS ON THE PROPERTY

Authorized Time required to complete work: 1
Authorized Cubic Yards: 0.5

Warning Comment:
<NONE>

Submitted By: Joshua Odom (517) 483 4381

This action is authorized by the Manager of Code Compliance

IMG_0145 01/27/2020 16:24 JOdom2

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Woods, Lachlan

From: Kelsey Southwick <kelseysouthwick13@gmail.com>
Sent: Wednesday, September 23, 2020 4:06 PM
To: Clerk, City
Subject: [EXTERNAL] Implement Anti-Racism Training

Hello,

My name is Kelsey Southwick and I am an Ingham County resident. With the disgusting outcome of the Breonna Taylor case, it is now MORE IMPORTANT than ever to implement anti-racism training. I believe all offices of Ingham County elected officials should start mandatory anti-racism training and policies to end the racial violence against Black People.

I need to know and understand the specific practices and policies you are putting in place to protect and defend Black lives. This is not a political issue, this is a human rights issue and we have a duty to our community to stop this violence.

Thank you,

Kelsey Southwick
Digital Marketing Professional
517-285-2581
kelseysouthwick13@gmail.com

Woods, Lachlan

From: Kelsey Southwick <kelseysouthwick13@gmail.com>
Sent: Friday, September 25, 2020 9:09 AM
To: Clerk, City
Subject: RE: [EXTERNAL] Implement Anti-Racism Training

Hello City Clerk,

This is not a political issue, this is a human rights issue.

I am following up on an email I sent earlier this week. There is no justice for Breonna Taylor, we in Lansing need to ensure our Black community members are liberated. it is now MORE IMPORTANT than ever to implement anti-racism training. I believe all offices of Ingham County elected officials should start mandatory anti-racism training and policies to end the racial violence against Black People. Please tell me the specific practices and policies you are putting in place to protect and defend Black lives.

We have a duty to our community to stop this violence.

Thank you,

Kelsey Southwick (she/hers)
Digital Marketing Professional
517-285-2581
kelseysouthwick13@gmail.com

On Wed, Sep 23, 2020 at 4:05 PM Kelsey Southwick <kelseysouthwick13@gmail.com> wrote:

> Hello,
>
> My name is Kelsey Southwick and I am an Ingham County resident. With the disgusting outcome of the Breonna Taylor case, it is now MORE IMPORTANT than ever to implement anti-racism training. I believe all offices of Ingham County elected officials should start mandatory anti-racism training and policies to end the racial violence against Black People.
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>
> Thank you,
>
> Kelsey Southwick
> Digital Marketing Professional
> 517-285-2581
> kelseysouthwick13@gmail.com

Woods, Lachlan

From: Phillip Deaton <phildeaton@gmail.com>
Sent: Monday, August 10, 2020 7:57 PM
To: Clerk, City
Cc: join@liberationpac.org
Subject: [EXTERNAL] Public Comment - Black Lives Matter

Dear City Clerk Swope,

My name is Phil Deaton and I live in the Greater Lansing area. I am emailing to **urge you to prioritize Black lives and safety through *investing in Black lives and communities.***

No one should live in constant fear that their life or the life of a loved one will be taken by police officers. However, this is a fear and actuality that the Black community throughout the U.S., including in Lansing, faces every day. This foundation is evident in today's police force, as it still has embedded, systemic racist values which must be examined.

The future of the Black communities in Lansing should be led by the incredible Black leaders calling for you to invest in them. I believe that it is essential that you listen to the demands coming from Black Lives Matter Lansing and act in accordance with them.

Best,
Phil Deaton

Woods, Lachlan

From: chenaul8@grassrootsmessages.com
Sent: Sunday, August 23, 2020 2:52 PM
To: Clerk, City
Subject: [EXTERNAL] Pass the Defund Police resolution

Dear Lansing City Council members, I’m writing today in support of the resolution to reduce the Lansing police budget and reinvest those funds into other city programs, centering community input and those adversely affected by over-policing. Following the murders of George Floyd, Breonna Taylor, Dreasjon “Sean” Reed, and Tony McDade, and too many others, it is painfully clear that police systems are not keeping our communities safe, especially our Black and Brown communities. The way to reduce police violence is to reduce the scope, size, and role of police in our communities. The way we currently allocate money for the well-being of the community is not working. We need those resources in schools, toward our health, and for our futures. The Police budget has grown 11% over the past 3 years, at nearly double the rate of the Public Services budget and while the Human Services budget has decreased, reflective of a deadly skewing of our priorities. "Defund the Police" is not just an emotional reaction. It is not just a witty catchphrase across social media. No, the idea behind Defund the Police is to rethink the systems we have, to rethink how we see crime and what causes it. Myself and others firmly believe that more money to police supports a simple understanding of crime. Laying blame to the people of the city and NOT the system itself. Money is the one thing that can help prevent crime in Lansing. Money leads to opportunity. Opportunity leads to education. Education leads to improvement. And that's what we all want at the end of the day. I ask that you listen to the public and the pain that many in our communities are in. This is a systemic problem, and you were elected to be part of the solution. I urge you to use your power to support this resolution and be on the right side of history -- building a new vision of community safety grounded in what our families and communities need to thrive. Sincerely, Toren Chenault

Woods, Lachlan

From: Jackie Heymann <heymannj94@gmail.com>
Sent: Monday, August 10, 2020 7:15 PM
To: Clerk, City
Cc: join@liberationpac.org
Subject: [EXTERNAL] Black Lives Matter - Defund the Police!

Dear City Clerk Swope,

My name is Jackie Heymann and I live in the Greater Lansing area. I am emailing to **urge you to prioritize Black lives and safety through *defunding the police* AND *investing in Black lives*.**

No one should live in constant fear that their life or the life of a loved one will be taken by police officers. However, this is a fear and actuality that the Black community throughout the U.S., including in Lansing, faces every day. The modern day police force was founded upon the patrols who would ensure that enslaved people were not able to reach freedom. This foundation is still immensely evident in today's police force, as it still exists to control Black and Brown bodies, dictate what they can and cannot do, and put them in a constant state of fear.

The future of the Black communities in Lansing should be led by the incredible Black leaders calling for you to invest in them. I strongly urge you to listen to the demands coming from Black Lives Matter Lansing and act in accordance with each demand.

Thank you.

Jackie Heymann

Woods, Lachlan

From: egypt.mapes@gmail.com
Sent: Monday, June 22, 2020 8:14 PM
To: Clerk, City
Subject: [EXTERNAL] City council 6/22 comment on legislative matters

Hello,

As a Landing resident, I am concerned over the City's response to the requests of the Black Lives Matter group. I appreciate the steps taken, and those proposed today, but they are little more than a token. We need to see clear, meaningful steps toward defunding the police department and redistributing those funds toward positive, reformative, and just public services. Police have a consistent, terrible track record for protecting public health and public safety, and are more often than not a liability to public health and safety. Let's take the sane step and, instead of funding the same broken system again and again and expecting different results, we can take the brave step of working to create a truly just and visionary system that promotes justice, health, and equity, and creates a safe public for everyone.

Sincerely,
Egypt Krohn

523 S Magnolia Ave,
Lansing, MI, 48912

Woods, Lachlan

From: Julia Kramer <julrosekram@gmail.com>
Sent: Monday, July 27, 2020 8:06 PM
To: Clerk, City
Subject: [EXTERNAL] City Council Public Comment 7/27/20

I would like to voice my support for the resolution put forth by Councilmembers Betz and Dunbar. I expect Lansing to be a leader in the movement to defund police and reinvest in our community.

Thank you!
-- Julia Kramer, Lansing resident & homeowner in 1st ward

Woods, Lachlan

From: Simon Marshall-Shah <simonmarshall.shah@gmail.com>
Sent: Monday, July 13, 2020 9:03 PM
To: Clerk, City
Subject: [EXTERNAL] Comment in support of Betz and Dunbar resolution to invest in public services while reducing the police budget

Lansing City Council Members,

I am a Lansing City resident living in 48910. I am writing today to express my support for the resolution introduced this evening by Council Members Betz and Dunbar to "Invest in public services that benefit all residents and reduce racial inequities while reducing the police budget."

Lansing has an opportunity to lead the way, in the Midwest region and the country, in taking steps to reimagine public safety and become a city where residents are safe and have the services needed to thrive. I urge City Council Members to support this resolution to reinvest 50% of the police budget over 5 years into critical community services and support the transformation of public safety to one that treats all residents with the respect and dignity they deserve.

Black Lives Matter and this resolution prioritizes the needs of those most directly impacted by racially inequitable policing practices that have played out for decades, compounded by divestment from Black communities. Time and time again we return to the same solutions in the wake of police violence, yet this resolution creates a viable pathway, implemented over a number of years, toward substantial reinvestment in Lansing communities.

It is time for you as Lansing's leaders to step up and move forward on this necessary issue of reinvesting police funds into critical and often-lifesaving services and community programs.

Thank you,

Simon Marshall-Shah
simonmarshall.shah@gmail.com
857-523-0175

Woods, Lachlan

From: Julie Jarvey <jcjarvey@gmail.com>
Sent: Monday, August 10, 2020 1:04 PM
To: Clerk, City
Cc: join@liberationpac.org
Subject: [EXTERNAL] defund the Lansing police

Good afternoon,

I am writing to urge the City Council to take immediate action to defund the Lansing police and invest in Black life and for Mayor Schor to resign from office.

Sincerely,
Julie Jarvey

Woods, Lachlan

From: Nichole Hoerner <nichole.hoerner@gmail.com>
Sent: Monday, August 10, 2020 4:36 PM
To: Clerk, City
Cc: join@liberationpac.org
Subject: [EXTERNAL] Defund the Lansing Police Department and Resign Andy Schor

To the Committee of the Whole,

I am a city of Lansing resident and home owner. I am writing to express my support for Black Lives Matter and their demands to defund the police and invest in Black life as well as their demand for the resignation of Andy Schor. I am disgusted by Andy Schor's behavior, from his awful display of a lack of empathy, refusal to take accountability, and basic understanding of equity when called to listen to the community in June to his degrading offer to cut just $100,000 from what we learned was a $46 million budget for the Lansing Police Department. As someone who cares deeply about my community, I want to see more money invested into community organizations that can meet the needs of the community-this means organizations that are trusted by the communities they serve and that is not the police. I urge the leaders in our city council to support the resolution from council members Betz and Dunbar to reinvest 50% of the Lansing Police Department budget over five years.

Sincerely,

Nichole Hoerner

Woods, Lachlan

From: Alexis Duffey <alexis.duffey13@gmail.com>
Sent: Monday, July 13, 2020 7:51 PM
To: Clerk, City
Subject: [EXTERNAL] July 13 - Public Comment

Hello,

I am a resident of the greater Lansing area and I would like to make clear my support for the resolution to divest 50% of the LPD budget put forward by Councilmember Betz. Lansing has an opportunity to be a leader and a beacon for what an actively anti-racist community looks like. I believe that starts with defunding the police and increasing funding for community organizations. I strongly encourage the rest of the council to support and pass this resolution.

Thank you,

Alexis Duffey

Woods, Lachlan

From: Zack Girouard <girouar2@gmail.com>
Sent: Monday, July 13, 2020 8:35 PM
To: Clerk, City
Subject: [EXTERNAL] July 13 - Public Comment

Hello,

I am a resident of the greater Lansing area and I would like to make clear my support for the resolution to divest 50% of the LPD budget put forward by Councilmember Betz. Lansing has an opportunity to be a leader and a beacon for what an actively anti-racist community looks like. I believe that starts with defunding the police and increasing funding for community organizations. I strongly encourage the rest of the council to support and pass this resolution.

Thank you,
Zachary Girouard

Woods, Lachlan

From: Julia Kramer <julrosekram@gmail.com>
Sent: Monday, September 14, 2020 8:39 PM
To: Clerk, City
Subject: [EXTERNAL] Lansing City Council Public Comment 9/14/20

Hello,

I am disappointed with the inaction of the council and particularly the council's Diversity, Equity, and Inclusion Committee on the resolution to defund our police and reinvest in our community in other ways. So many residents are engaged at every meeting, telling their stories, quoting stats, and it seems like they are being ignored. Please listen and act. Please pass this resolution and recommend defunding the police in our city's budget before October.

Thank you!
-- Julia Kramer, 1st ward resident

Woods, Lachlan

From: Alexis Duffey <alexis.duffey13@gmail.com>
Sent: Monday, August 10, 2020 7:18 PM
To: Clerk, City
Subject: [EXTERNAL] Public Comment - August 10 Council Meeting

Hello,

I'm writing to continue to voice support for the resolution proposed by Councilmember Betz and Councilmember Dunbar regarding defunding LPD and reinvesting in the Lansing community. More funding into community organizations and ensuring basic services are provided and needs are met for all residents will reduce crime far better than more boots in the streets.

I'd also like to voice support for the recently created Equity, Diversity, and Inclusion Committee and to encourage all council members to be prepared to listen and act on any recommendations and guidance to come out of the work being done by that committee.

Thank you,

Alexis Duffey

Woods, Lachlan

From: Maya Aronoff <maronoff@princeton.edu>
Sent: Monday, July 13, 2020 7:38 PM
To: Clerk, City
Subject: [EXTERNAL] public comment

Dear Clerk,
I strongly support Councilmen Betz's resolution to reinvest resources in the people of Lansing. I think everyone would be better off if we focused less money on punishing people, mostly for things that can be resolved without weapons or incarceration, and more money on well-being. For example, in Finland, instead of criminalizing homelessness and relying on cops to enforce those laws, they just gave everyone who was homeless an apartment until they got on their feet. Most of the people became stable and self-sufficient, and it was CHEAPER than the cost of policing the homeless. I think that for most of things that are currently crimes, approaching things this way, in a healing and restorative way that doesn't require anyone with weapons, would be much better for everyone.
Maya Aronoff

Woods, Lachlan

From: Zoe Steinfield <steinfi4@gmail.com>
Sent: Monday, July 13, 2020 10:13 PM
To: Clerk, City
Subject: [EXTERNAL] Public comment

Council members,

I want to voice my support for council members Betz and Dunbar's resolution to defund the police. I live and work in Lansing and have lived in the Lansing area my whole life.

I'm a social worker, and I can tell you first hand that from working with many low income youth of color over the last several years, young people who are involved in crimes like gang violence, theft, or dealing drugs are not doing so out of a lack of discipline that can be rectified with policing and punishment. They are involved in these things out of material need. Some are doing so to provide for their families. Others are caught up in cycles of violence that have their root in someone else's desire to provide for their families. Some are doing so out of hopelessness or trauma that again, have their root in a lack of resources.

A bloated police budget not only criminalizes these youth and funnels them from their families and futures and into inhumane incarceration, it also drains our city's common resources to the point where we can not address the root cause of the suffering. Let's stop wasting money on the poisonous band-aid of the police, and start investing in a more equitable city. With 50% of the police budget, how many people can we house? How much mental health and substance use disorder treatment can we provide? How many more schools can we keep open, with adequate programming to keep our young people? How much more can we resource our community health centers? How much more can we invest in green space in the South Side?

There is so much we can do to prevent crime before it happens and at the same time create a happier, healthier, and more equitable community for our neighbors of color. Let's not let this historic opportunity to transform our culture pass us by. Instead Lansing can be a leader for other cities. Please move forward with the resolution.

Thank you,

Zoe Steinfield
510 1/2 Beech St
Lansing, MI 48912

Woods, Lachlan

From: Alexis Duffey <alexis.duffey13@gmail.com>
Sent: Monday, July 27, 2020 7:30 PM
To: Clerk, City
Subject: [EXTERNAL] Public Comment - July 27 Council Meeting

Hello,

I would like to continue to voice support for the resolution proposed by Councilmember Betz and Councilmember Dunbar involving defunding LPD and reinvesting in the Lansing community. It should be considered and adopted without unreasonable delay.

Thank you,

Alexis Duffey

Woods, Lachlan

From: Brian Doyle <bjdoyle87@gmail.com>
Sent: Monday, July 27, 2020 7:29 PM
To: Clerk, City
Subject: [EXTERNAL] Public Comment

I would like to voice my support for the Betz Proposal and to call on Andy Schor to resign.

Council MUST remember that they have been elected to serve the people of Lansing and that they, in fact, are in charge. Power of governance lies with them.

As racism has been declared a Public Health Emergency in our city... what has each member done to address the emergency since the last meeting?

I'm sorry I could not make the Zoom meeting this evening.

-Brian J Doyle
401 S Washington Sq Unit 511
Lansing MI 48933

Woods, Lachlan

From: cemcarpenter@gmail.com
Sent: Monday, June 22, 2020 7:53 PM
To: Clerk, City
Subject: [EXTERNAL] Public comment for city council meeting

Hello,

I want to know how the 170,000 Funds for equity and anti racism will be used.

I would also like to call for the resignation of Andy Schor for his support of a racist system.

Thank you

Sent from my iPhone

Woods, Lachlan

From: Christabelle Dozeman <dozemanchristabelle@gmail.com>
Sent: Monday, July 13, 2020 9:04 PM
To: Clerk, City
Subject: [EXTERNAL] Public Comment for City Council Meeting 7/13/20

Dear Lansing City Council,

First of all, a thank you to Council Member Jackson for recognizing the importance of reevaluating a reappointment to the police commission during this time.

I am writing largely to support the resolution brought forth by Council Member Betz to defund the police and reinvest in our community. Lansing needs to seriously reevaluate where funding is going and we need to do it now. Taxpayer money needs to go to the community in the form of social services and funding for the schools, for true crime prevention. Taxpayer money should not be going to a militarized force who monetize community members so that their budget can continue to grow. If you look into the history behind police and why they exist it has always been to control minority populations for the rich white man and his property, i.e. to keep indigenous out of settlements, slave catchers, union busters, etc. The simple truth is that police are not the best answer for any community, including Lansing. We can and must do better.

Also, I agree with the statements from other community members on the BWL Board of Commissioners. They need more oversight and we need to be able to hold them to community standards.

Last but not least… Mayor Schor, you are a disappointment to Lansing! You need to resign. Please stop using BIPOC on your social media to try to save your reputation and face. It is pathetic that you wouldn't even stand by your decision to defund the measly $100,000 from the police budget. Lansing needs true leadership, and you are not the one. Your time is up. :)

With appreciation,
Christabelle Dozeman
Boston Blvd-4th Ward

C: (517) 377-5249 // E: dozemanchristabelle@gmail.com

WHO WILL DRIVE SUSTAINABILITY?
SPARTANS WILL.

Woods, Lachlan

From: Dinah DeWald <dinah.dewald@gmail.com>
Sent: Monday, July 13, 2020 9:51 PM
To: Clerk, City
Subject: [EXTERNAL] Public Comment for City Council meeting 7/13/20

Hello,

My name is Dinah Dewald, and I live in the 4th Ward of Lansing. Here is my public comment:

I want City Council President Peter Spadafore to know that there are powerful organizations in Lansing that are getting more organized around the issue of reinvesting police funds into crucial community resources. We know that Council President Peter Spadafore has the most power in how resolutions are deliberated and voted on. We want this resolution (merely to create a committee to do research on how to reinvest 50% of the police budget into community services over the next 5 years) to be taken seriously and for action to be taken, without political games and stalling. We are watching you, Council President Spadafore, and will hold you responsible for whether this resolution moves forward or not.

If this resolution is put into the Equity and Diversity Committee and then that committee never meets, or waits a month to meet, and then has to deliberate for another month or so before sending it back to the Committee of the Whole--we will know that you are stalling. We will know that it is up to you, as Council President and as one of 3 people on the committee (1 of which co-sponsored the committee). We will know you are hoping that this will all blow over and then you can do something small to appease us and will never hear from us again. That will not happen. We are not going back to sleep. We will stay active, and we will not forget that it was up to you, and you failed to take action for racial justice.

We want to center Black and brown communities during this process and remove any undue influence from the Mayor’s office. We will not be satisfied by hearing that the Chief Strategic Officer says this isn't feasible. That's why we need a committee to get input from the community and do the research. We can't rely on one person for such an important issue in our city. We need more, and we expect more from you.

Woods, Lachlan

From: Natalie Eidenier <neidenier@gmail.com>
Sent: Monday, July 13, 2020 9:05 PM
To: Clerk, City
Subject: [EXTERNAL] Public Comment on City Council Meeting

Hello,

I agree with a resolution to reinvest 50% of the Lansing police budget over 5 years and ask that this resolution be brought before city council. These funds should be reinvested toward important social, community, education, and health services that would proactively serve and protect our communities, especially our Black communities and communities of color. I ask that members of city council commit to discussing this reinvestment plan and work toward implementing it. NOW is the time for real change, to step up and make Lansing a place where EVERYONE can live their lives in safety with the support of our public services, not be inequitably targeted by them.

Thank you,
Natalie Eidenier, Lansing resident (Eastside)

Woods, Lachlan

From: Maya Aronoff <maronoff@princeton.edu>
Sent: Monday, July 27, 2020 8:16 PM
To: Clerk, City
Subject: [EXTERNAL] public comment

Dear Lansing City Clerk
I am submitting public comment in favor of Betz's resolution to defund the police and redirect funding to other community services and demilitarized responses to community problems. I feel strongly that armed police are not the best equipped people to handle most situations they are currently expected to handle, and that the cost of the department in the budget shouldn't exceed the budget for investing in community on moral grounds. For example police don't need arms and arms training to enforce traffic rules. Why spend tons of money trying to make police the response to addiction, mental illness, homelessness--when they will never be the best response--when we could invest in social workers and unarmed specialists to do the job better?
Maya Aronoff

Woods, Lachlan

From: Benjamin Garrett <benjamin@blackunicornpress.org>
Sent: Monday, June 22, 2020 7:49 PM
To: Clerk, City
Subject: [EXTERNAL] Reconsidering the city budget and divesting from excessive law enforcement spending

Esteemed members of the city council,

I am an instructor of writing at Lansing Community College, and a resident of the Moores Park Neighborhood. I strongly recommend the city reconsider its current and future budget expenditures. We must, as a city divest from Law enforcement practices that result in over-policing black and brown communities. It is critical that this process begin immediately.

Additionally, during this time of covid-19, we must make sure that we are doing everything that we can to empty out our jails and detention centers to prevent exposing Lansing citizens to undue risk of exposure.

I am happy to respond to any further questions or feedback about these two separate but related issues and would love to hear each member’s plan for addressing them.

Benjamin Garrett

Woods, Lachlan

From: Michelle Eiden <mme_mi@hotmail.com>
Sent: Monday, July 27, 2020 7:06 PM
To: Clerk, City
Subject: [EXTERNAL] Support BLM Lansing

Defund police. Reallocate funds to community support. Hold the mayor accountable for his failure to address systemic racism and for his willful rejection of progress.

Michelle Eiden

Woods, Lachlan

From: Heather Kingsbury <hbkingsbury@gmail.com>
Sent: Monday, July 27, 2020 8:42 PM
To: Clerk, City
Subject: [EXTERNAL] Support defunding now

I am a Lansing resident. My zipcode is 48910. I fully support defunding the police. I support reinvesting funds in the community and I fully support the resolution drafted by council members Betz and Dunbar. This movement for Black lives and all of its requests including defunding our police deserves your unanimous and unequivocal support. The Black Lives Matter movement, racism, implicit bias, and violence in policing are not things to be trivialized in Lansing, as one caller has done by saying that we do not have a lot of these national issues in our city. The issues in policing and in our society are inherent in the structures put in place by white supremacy, which means all of the structures that make up our society. We are not exempt from this.

I support the call by Sam Inglot for transparency at the city level and transparency in policing and agree that we must look into our carceral structures, unemployment, etc as suggested by Jessica Yorko. I support Michael Lynn and all calls for Andy Schor to resign.

Ideas involving future millages and suggesting that volunteers could fill roles that are now missing from the community or that are currently filled by the police is a very bad idea. We do not need volunteer, non-profit, or other solutions to the issues in our city. We need our tax dollars to be properly allocated in service of the community, we need transformative justice instead of policing and punishment, we need to operate on the idea that all people deserve having their basic needs met, we need to make a huge leap forward. All of this begins with defunding the police.

Thank you,
Heather Kingsbury

Woods, Lachlan

From: Nicholas Jansen <nicholas@sunrisemovement.org>
Sent: Monday, July 13, 2020 8:48 PM
To: Spadafore, Peter
Cc: Clerk, City
Subject: [EXTERNAL] Support for the Resolution to Invest in The People Of Lansing

Hi City Council President Peter Spadafore,

Hope this email finds you well in these wild times. I'm writing to show support for the resolution by Council Member Betz to defund the police by 50% over a 5 year period.

There are lots of reasons for this but the main one I'll share is arguing the point of police. Whether the police are called for a violent crime, to support a protest, or are called to help someone, they aren't trained enough to deal with all the duties they are called to do. They are not fully trained health officials, counselors, therapists, etc. They are trained to solve problems through violence and intimidation.

When that happens, they often respond with violence, as that's how they are trained to do. You can have changes here and there but when the base function of an institution is violent suppression, you can't root that out.

Defunding police isn't a statement that all cops are bad and they don't deserve to take care of their families - it's a declaration of our priorities. When we spend more on police than education or health services, it says that we value oppressing people more than helping our community to have the skills and resources for a better life.

Thank you for your time and consideration, I hope you'll consider these comments in your decision to stand up for Black lives and justice for our community.

Best,
Nicholas

--
Sunrise Movement
Regional Organizer for MI + OH
(517) 581-5829
"Unless someone like you cares a whole awful lot, nothing is going to get better. It's not."
- Dr. Seuss

Woods, Lachlan

From: James Olney <olneyj6@gmail.com>
Sent: Monday, July 27, 2020 8:20 PM
To: Clerk, City
Subject: [EXTERNAL] We to see change in Lansing

I send this to you on behalf of my girlfriend Saddie Weck. The words are hers, but I stand with her and everything she believes in.
"I've lived in Lansing my entire life and went to an underfunded majority-minority school where I developed most of the beliefs and values that I hold today. There are police officers in every high school in Lansing, but they do not protect the majority-minority student body. It was not uncommon to see students tackled by officers, or to smell pepper spray on the way to class. In the fall of 2019, Matthew Priebe - an LPD officer of ten years assigned to work in Eastern high school - was sentenced for sexually harassing/assaulting female students of color. Among the many ways he took advantage of them, Priebe used his position to intimidate one of the students by bringing up her parents' immigration status. He used his position of authority to brutalize and intimidate these students. Officers in schools do more harm than good; black boys are 1.5 times more likely than white boys to be arrested in school. Policing in minority schools is inherently violent and racist. I wonder if we eliminated those positions in Lansing schools, how much money would that immediately save? Lansing officials should and can do better for the community they represent. We are calling on council members to defund the police and invest in our black and brown communities. We want crime prevention, not crime reaction."

Woods, Lachlan

From: Margaret Pilath <margaret.pilath@lansingschools.net>
Sent: Monday, July 27, 2020 6:44 PM
To: Clerk, City
Subject: [EXTERNAL] Written Public Comment for City Council Meeting

Lansing City Council,
As a community member and educator, I urge you to pass the resolution to reinvest 50% of the police budget to critical community services. This is vital to better support our students and families, especially as our schools are not able to provide the same supports and services to some of the most vulnerable Lansing residents.

Mayor Andy Schor needs to resign. He continues to ignore community input and plans already formed by Black Lives Matter activists. We need a mayor who is willing to fight for our community, not just hire a consultant or make posts on social media.

Maggie Pilath, M.A.
ASD Program Teacher
Riddle Elementary
she/her/hers
margaret.pilath@lansingschools.net

Woods, Lachlan

From: Aliza Ghaffari <alizaghaffari@gmail.com>
Sent: Monday, July 27, 2020 5:32 PM
To: Clerk, City
Subject: [EXTERNAL] written public comment for council meeting

Dear city council,

Black Lives Matter Lansing has called for the defunding of police, the reinvestment of these funds into the Black community and for the resignation of Mayor Andy Schor. As a Lansing resident, I stand in solidarity with these demands and I ask that you do the same. I also want to voice my support for councilman Betz's resolution to reduce the police budget and redirect those funds into social equity programs.

I have worked as an educator and after school programs coordinator in Lansing Schools for the last 5 years. During that time I have witnessed a police officer draw a weapon on an unarmed adolescent boy in the school yard. When children act out, we need to meet them with love, communication, integrity and understanding. If we want our children to grow up to be the kind of adults that treat others with love, kindness, respect and understanding we need to model that behavior to them. When their cries for help are met with violence or the threat of violence, how can we expect anything better from them in return. We need to invest in programs that will enrich and uplift young people, the black community and those most directly impacted by state violence. We cannot wait any longer. We must take radical action, now.

For the people of Lansing and for our future generations. please act now and stand on the right side of history. Support Black Lives Matter Lansing and support councilmen Betz' resolution.

Thank you,
Aliza Ghaffari

To the elected representatives of the residents of the City of Lansing:

Today, July 13 we celebrate the 7th anniversary of Black Lives Matter, a movement born out of the unjust acquittal of George Zimmerman, a vigilante who murdered Trayvon Martin who was killed for being Black. Today, George Zimmerman profits by giving away signed packages of Skittles at public events. He is famous purely for murdering a Black teenager and being exonerated by white supremacy. This is the very definition of state-sanctioned violence.

Only the ancestors pleading our case before God could have aligned the first discussion of the resolution to Invest in the People of Lansing for such a celebratory occasion as the milestone of when Black people all around the world began to document and protest the murder of Black people at the hands of the state and sanctioned by the state. Before the discussion begins, let us all acknowledge for the public record that the examination and reimagination of public safety in Lansing is just beginning for City of Lansing government officials, seven years later. Let the record also reflect that Black Lives Matter was awarded the Sydney Peace Prize in 2018 because of our unique qualifications as subject matter and practice experts in ending police brutality and state sanctioned violence.

Since 2015, we have known and advocated for action on two critical data points that have not changed for all the implicit bias training, visits to museums and community dialogues on building community-police trust. We have continued to see an increase in racial profiling and police brutality that contradict statements made by Andy Schor and Chief Daryl Green. As the CEO of One Love Global, I have had the opportunity to work with four Lansing police chiefs. Mark Alley was an Ingham Change Initiative Commissioner and worked with systems leaders to identify policies and practices that created barriers to success for boys and young men of color.

Teresa Szymanski took the reins and let's just say that relationships between police and community took a hit when Black promoters were racially profiled at a fundraising event they held at the Lansing Center to benefit the Ingham Change Initiative. Ingham Change Initiative Commissioners and their guests were only allowed to enter through one door and had to pass through security checkpoints. It was stunning that she was hired by the Lansing School District and no surprise that the disciplinary data for Black students followed a similar pattern as arrest data.

Chief Michael Yankowski worked the hardest of all to acknowledge the history of policing and would share in public forums what he learned about slave patrols and the culture of policing. We didn't necessarily agree on strategy and tactics but two of the things we agreed on were the need to dismantle structural racism and to make sure young people are not fed into the criminal justice system. Chief Yankowski provided the community with data that show that between 2012-2015 Black youth represented around 20% of the youth population but over 70% of arrests. All subsequent requests for data were not honored by Chief Yankowski to determine whether there had been any changes in the data between 2016-2019.

The data we did have access to was the annual racial profiling study conducted by MSU. At an ALPACT meeting in 2019 the community called into question the contradiction between the data which clearly showed there was a overrepresentation of Black people stopped by police and the conclusion drawn by the researcher that no racial profiling was evident. The community never received a satisfactory explanation of the contradiction and the discussion was tabled without accountability or a plan for corrective action.

This history is important because it seems not one member of the present body of City Council was involved in any of this racial equity work done over the past twelve years. That does not mean it is okay to negate or erase this work. The question before city council is not whether Black lives matter. The question is how much? Do Black lives matter enough to reimagine public safety in ways that allow our community to heal and repair harm? Do Black lives matter enough to acknowledge that policing is experienced differently based on race, age, income, and neighborhood? Do Black lives matter enough to be heard above the persistent and increasingly violent actions to silence us? Do Black lives matter enough for this Council to defend and protect the targets of anti-Black racism and join us in our global call for accountability and justice?

Please understand that the resolution before council is urgent. This resolution is a matter of life and death for every parent that has to have "the talk" with their child about what to do when they come in contact with the police. Every moment that council takes to deliberate on this resolution is a question of whether Black lives matter enough to take bold and transformative action so that our community can begin to heal. Before we get into a debate on percentages and dollars, start with the question how much are Black lives and the lives of all residents worth and how do we demonstrate that in the city budget? Does a budget that invests the largest portion of resources reflect the morality of its leadership? How can this Council justify the defunding of the community while supporting increased year over year investing in policing?

What does public safety look like when racism is no longer a determining factor in who protects us and who deserves protection? That is the work to be done AFTER council makes a commitment by passing this resolution. The resolution before Council is a commitment to invest the resources necessary to uproot racial hierarchy and build a more just and safe system of public safety. Please understand that the Black community is fighting for our lives and the well-being of every person who makes a call for help in a time of crisis or to report a crime. The resolution is the first step in a longer-term commitment to investing in the well-being of residents and reducing the over-reliance on policing to solve problems that result from persistent racial inequities in education, income, housing and health care.

Black Lives Matter Lansing and our many allies are advising Lansing City Council to be on the right side of history and commit to a process of co-creating a new vision of public safety with those who know the most about anti-Black racism. A fair and just system of public safety that serves everyone means the resources needed to provide critical services and care will be available to alleviate the conditions that perpetuate crime and violence. To ignore the seven years of labor and trauma experienced by Black Lives Matter activists on our anniversary would only add insult to injury.

In Justice and Peace,

Angela Waters Austin
CEO, One Love Global
Co-Founder, Black Lives Matter Lansing and Black Lives Matter Michigan
Co-Founder, Liberation PAC

Woods, Lachlan

From: Julia Kramer <julrosekram@gmail.com>
Sent: Monday, July 13, 2020 7:37 PM
To: Clerk, City
Subject: [EXTERNAL] Lansing City Council Zoom Meetings

Hello,

1. I would like to voice my support of continuing to use Zoom for City Council meetings into the foreseeable future (and perhaps forever), due to the increased accessibility of participation for residents.

2. I would like to voice my dissatisfaction with the new webinar set-up for tonight's Zoom meeting, because I liked being able to see how many citizens were attending and who was lined up for public comment. It may be easier from your end, but it's less engaging from the audience end.

Thank you so much!
-- Julia Kramer, 1st ward

Woods, Lachlan

From: Grey Pierce <glpierce@gmail.com>
Sent: Monday, July 13, 2020 8:44 PM
To: Clerk, City
Subject: [EXTERNAL] Lansing City Council Zoom Format

Clerk Swope,

The new format used for the City Council Zoom tonight is significantly worse than used in the past, and does not provide an adequate view of those present during public comment periods. In prior meetings, we could see all Council members and the Mayor at all times, as we would in an in-person meeting. The new setup only shows us the person currently speaking when screen sharing is in use, meaning that we cannot see anyone on Council or the Mayor's reactions during public comment periods. This is due to the switch to Zoom Webinar from Zoom Meetings, and can be addressed by switching back to Zoom Meetings (which also allows Participant lists to be displayed, which people are upset they cannot see) or not using screen sharing (just point someone's webcam at a clock).

--
Mx. Grey Pierce

From: nichole biber
To: Clerk, City
Subject: [EXTERNAL] BWL reappointments
Date: Saturday, July 11, 2020 2:53:15 PM

Dear Lansing City Council,

It has come to my attention that Mayor Schor has recommended the reappointment of two BWL Board members that have already occupied these positions for a lengthy time. During this time, the evidence linking fossil fuels to the rapidly worsening Climate Crisis has grown irrefutable and deeply alarming. Yet, the BWL Board remains committed to a large and expensive fossil fuel mega project, seemingly beholden to special interests set to profit from this clearly ill advised direction at a time when new approaches to renewable energy sectors can no longer be delayed. The BWL Board as currently composed has shown itself unwilling to listen to and pursue the myriad data points and alternative energy plans offered by experts and concerned citizens.

Now is the time for City Council to step in and assure the opportunity to add much-needed fresh perspectives to the BWL Board. The citizens of Lansing, and East Lansing (we are also dependent upon and effected by the energy choices made by BWL), deserve to have public servants willing to speak to the environmental impacts and long-term decisions made by the Board.

Please make the reasonable and courageous choice, and reject Mayor Schor's recommendation to reappoint the same two people to the current BWL vacancies. It is well past time for the best interests of public health and sustainable well-being to have a real influence upon the priorities of this important, public utility.

Thank you,

Nichole Biber
East Lansing, MI

Woods, Lachlan

From:	Andrew Kennedy <ajkennedy906@gmail.com>
Sent:	Monday, July 13, 2020 6:25 AM
To:	Clerk, City
Subject:	[EXTERNAL] Public Comment on Legislative Matters for Regular City Council Meeting 7.13.20

To the Members of the Council,

I submit this statement today urging you to vote NO on the confirmation of the two mayoral appointees to the BWL Board of Commissioners. At this critical juncture in the fight for climate justice, it is more important than ever that the governance of our municipal utility includes fresh voices and perspectives. That will not happen if the two incumbent Commissioners, who have sat on the Board for a combined 25+ years, are reappointed to another term.

As a Lansing resident, I take great interest in the business of BWL because of the serious implications of the climate crisis. To date, there have been failures at multiple levels of city government to address this crisis with the urgency which science demands. Despite the tireless advocacy of community members, our elected officials have failed to produce a Climate Action Plan in a timely manner. Likewise, contrary to the persistent calls for change during its stakeholder engagement process, BWL has failed to adopt a strategy and timeline for the phase-out of fossil fuels in alignment with the targets set forth in the Paris Agreement. Much to our dismay, Lansing has instead directed hundreds of millions of dollars in public funding to new natural gas infrastructure which locks in carbon emissions for decades to come.

In its latest Integrated Resource Plan presentation, BWL management has once again confirmed that it does not take the climate crisis seriously. There is no mention of public health nor is there any indication of a real effort to reach carbon neutrality. In my view, there is no appreciable difference between this IRP proposal and the one produced in 2016. We cannot afford to wait another four years to introduce more gradual change.

On behalf of the young people of Lansing, and all who experience environmental injustice, and on behalf of my own children's future, I ask you to raise the bar and hold the executive office accountable for its inaction.

Sincerely,
Andrew Kennedy

GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

ORLENE HAWKS
DIRECTOR

Friday, October 23, 2020

Sidecar Lansing LLC
C/O Kelly Allen, Jessica Hallmark / Laura Peters, Attorneys / Legal Assistant
kallen@anafirm.com / jhallmark@anafirm.com / lpeters@anafirm.com

RID # RQ-2010-12727 **Reference/Transaction:** TRANSFER OWNERSHIP ESCROWED 2020 CLASS C LICENSED BUSINESS FROM 500EM, LLC, NEW SDM LICENSE ISSUED UNDER MCL 436.1533(5)(a), NON-TRANSFERABLE, IN CONJUNCTION, NEW SUNDAY SALES PERMIT (AM), NEW SUNDAY SALES PERMIT (PM)

Please let this letter serve as notice the Michigan Liquor Control Commission has referred your application to our Enforcement Division for investigation of your request.

Applicant/Licensee: Sidecar Lansing LLC

Business address and phone number: 500 E Michigan Ave Ste 100, Lansing, MI 48912

Home address and phone number of partner(s)/subordinates:
Stephen Simon, 3045 S Westview Ct, Bloomfield Hills, MI 48304, C: 248-376-9550
Scot Pelc, 15446 Harrison, Allen Park, MI 48101, C: 313-410-0255

As part of the licensing process, an investigation is required by the Michigan Liquor Control Commission Enforcement Division. The Enforcement investigation will be conducted from the following designated District Office:

Lansing District Office (517) 284-6330

You may contact your designated District Office regarding any appointments or questions on documentation requested by the Investigator. **Failure to provide requested information or to keep scheduled appointments will cause the application to be returned to the Lansing office for cancellation.**

Since this request is a transfer under MCL 436.1529(1), approval of the local unit of government is not required. However, a copy of this notice is also being provided to **Local Governmental Unit** should they wish to submit an opinion on the application or advise of any local non-compliance issues.

Under administrative rule R 436.1105, the Commission shall consider the opinions of the local residents, local legislative body, or local law enforcement agency with regard to the proposed business when determining whether an applicant may be issued a license or permit.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. The licensee must obtain all other required state and local licenses, permits, and approvals before using this license for the sale of alcoholic liquor. Approval of this license by the Michigan Liquor Control Commission does not waive any of these requirements.

MICHIGAN LIQUOR CONTROL COMMISSION
Retail Licensing Division
(866) 813-0011

SR

cc: Lansing city clerk: chris.swope@lansingmi.gov

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

GRETCHEN WHITMER
GOVERNOR

ORLENE HAWKS
DIRECTOR

Wednesday, October 21, 2020

Michael J. Brown, Attorney
C/O QUALITY DAIRY COMPANY
mbrown@cebhlaw.com

RID # RQ-2010-12788 **Reference/Transaction:** TRANSFER LOCATION ESCROWED 2020 SDD LICENSE WITH SUNDAY SALES PERMIT(PM) ONLY FROM 1109 E GRAND RIVER AVE, EAST LANSING TO 2121 W HOLMES RD, LANSING, TO BE HELD IN CONJUNCTION WITH EXISTING SDM LICENSE; TRANSFER GOVERNMENTAL UNIT UNDER MCL 436.1531(18) FROM EAST LANSING CITY TO LANSING CITY AT 2121 W HOLMES RD, LANSING, MI 48910 IN LANSING CITY IN INGHAM COUNTY

Please let this letter serve as notice the Michigan Liquor Control Commission has referred your application to our Enforcement Division for investigation of your request.

Applicant/Licensee: QUALITY DAIRY COMPANY

Business address and phone number: 2121 W HOLMES RD, LANSING, MI 48910 IN LANSING CITY IN INGHAM COUNTY

Home address and phone number of partner(s)/subordinates:
Contact: Michael J. Brown; 6017 W St Joe Hwy #202 Lansing MI 48917; Phone: 517-321-4616

As part of the licensing process, an investigation is required by the Michigan Liquor Control Commission Enforcement Division. The Enforcement investigation will be conducted from the following designated District Office:

Lansing District Office (517) 284-6330

You may contact your designated District Office regarding any appointments or questions on documentation requested by the Investigator. **Failure to provide requested information or to keep scheduled appointments will cause the application to be returned to the Lansing office for cancellation.**

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MICHIGAN LIQUOR CONTROL COMMISSION
Retail Licensing Division
(866) 813-0011

cc: QUALITY DAIRY COMPANY smartinqd@aol.com
LANSING CITY chris.swope@lansingmi.gov

RECEIVED
2020 OCT 22 AM 7:42
LANSING CITY CLERK

David Lund
POA for Raymond & Dorothy Lund
7950 Ella Terrace Ct.
Rockford MI 49341

October 19, 2020

Lansing City Clerk
9th Floor
City Hall
Lansing, MI 48933

Dear City Council,

As noted and discussed with the claims committee on 10/15/2020, my parents Raymond & Dorothy Lund had a severe decline in the fall of 2019. I am attaching documentation showing the care contract we have in place along with a note from hospice.

In Q1 of 2020, I began taking over their affairs from the Grand Rapids area where I live. Mom and Dad had no business attempting to own and manage a rental property as they are 87 and 85 both with severe dementia.

I understand the fee for the lawn mowing and would be okay to pay. I am frustrated and disappointed in singling out the elderly in this process with a fee. The funds from the hopeful sale of this property are needed for their care before they require Medicaid (assuming they live this long).

Further, the properties on both sides of this home are in absolute disrepair with trash in both yards and driveways. With your diligence on the yard, would you please take it upon the appropriate bodies to address the issues with these properties.

Thank you in advance for your consideration of this matter. It has been a difficult time attempting to both provide care for our ailing parents and to attempt to handle their financial affairs.

With regards,

David Lund
POA for Raymond & Dorothy Lund

Andy Schor, Mayor

Economic Development & Planning
Code Enforcement Office
316 N. Capitol, Ste C-1, Lansing, MI 48933-1238
(517) 483-4361 FAX (517) 377-0100

GRASS AND WEEDS CORRECTION NOTICE

Occupant or Current Occupant
211 E HODGE AVE
LANSING, MI 48910

Violation date: 05/22/2020

Violation Location: 211 E HODGE AVE
Parcel No: 33-01-01-28-406-051
Compliance Due Date: 05/29/2020

You are hereby notified that this Office has found a violation of the City of Lansing Housing Code Section 302 EXTERIOR PROPERTY AREA at the above referenced location.

Description
Grass & Weeds: Entire Yard *Grass and weeds must be below the 8" maximum allowed length.*

Any Premises or portion thereof on which there exists growth of grass and/or weeds exceeding eight inches in height located anywhere on the premises - which includes but not limited to front, side, rear, back yard, driveway, next to fences, between curb and sidewalk or next to vehicles - shall be deemed , and hereby declared to be a substandard premises and is subject to abatement pursuant to Section 302.4 of the Lansing Housing Code.

Failure to comply by the compliance due date will leave no alternative but to have the work completed by our contractor. All costs incurred, which consist of the contractors fees plus $265.00 City service charge, shall be charged to you as an assessment against your property. **Please be advised that, in an effort to discourage repeat offenses of this nature, the City will assess you an extra $75.00 fee for each time there is an additional premise violation at the violation address above during this calendar year.**
If you have any questions or concerns about complying within the time indicated, you may contact me Monday through Friday between the hours of 8-9 - AM or 12-1 - PM

Pursuant to Section 107.2 of the IPMC, you have the right to appeal this notice of violation. In accordance with Section 106.3 any action taken by the City on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

Officer: Chris Breiter (517) 483 4379 **Chris.Breiter@lansingmi.gov**

Taxpayer's Copy

City of Lansing

OFFICE OF THE CITY ATTORNEY

James D. Smiertka, City Attorney

October 15, 2020

David Lund
7950 Ella Terrace Ct.
Rockford, MI 49341

Re: Claim – 211 E. Hodge Ave.

Dear Mr. Lund:

Please be advised that the Claims Review Committee reviewed the claim you submitted in the amount of $343.00 for Grass Mowing fees for property located at 211 E. Hodge Ave., Lansing, Michigan, and denied the claims you filed with the City of Lansing.

You have the right to appeal the decision of the Claims Review Committee to the Lansing City Council. If you desire to do so, please submit your appeal in writing, within thirty (30) days of the date of this letter, to the Lansing City Clerk, 9th Floor, City Hall, Lansing, MI 48933, for placement on the Council's agenda.

If you have any questions concerning this matter, please contact this office.

Disappointed. Mom & Dad are 87 & 85 and on Hospice

Sincerely,

Venus Kumar

Venus Kumar
Paralegal

Claim: 1798

4/7/2020

To David Lund,

This letter is to verify that Raymond Lund Jr. is a patient of Arbor Hospice and is in the final stages of his illness. His diagnoses include: cerebrovascular disease unspecified, traumatic subdural hemorrhage without loss of consciousness, unspecified dementia without behavioral disturbance. Hospice care commences when prognosis is determined to be 6 months or less until end of life if the disease progresses with its typical course. Further, Debbie Yarbrough, the daughter of patient Raymond Lund Jr., is needed to assist in the care of Mr. Lund during his final illness. Mr. Lund needs assistance with all activities of daily living including: bathing, dressing, toileting, meal preparation, and medication administration as well as emotional support. Please extend to Ms. Yarbrough and her family all appropriate consideration given their current situation.

If you have any questions, I can be reached at 888-992-2273. Thank you in advance for your consideration.

Sincerely,

Karen Musolf, MD

Arbor Hospice
2366 Oak Valley Dr.
Ann Arbor, MI 48103
Office: 734-662-3786
Contact Center: 888-992-2273

RECEIVED JUL 15 2020

City of Lansing

OFFICE OF THE CITY ATTORNEY

1798

Claims Review Committee Form

(Commonly including: Grass, Trash, Weeds and Board-Up Violations)

NAME: DAVID LUND POA FOR RAY & DOROTHY LUND DATE: 7.08.2020

MAILING ADDRESS: 7950 ELLA TERRACE CT EMAIL: DLUND16@ME.COM

CITY: ROCKFORD STATE: MI ZIP CODE: 49341

TELEPHONE: Home ( ) 616 334 2462 Work ( )

Please provide the following information on the incident(s) for which you are filing a claim. WE MAY NOT BE ABLE TO PROCESS YOUR CLAIM IF YOU DO NOT PROVIDE ALL OF THE INFORMATION BELOW.

ADDRESS: 211 E. HODGE PARCEL NO. RECORD # E20-27156

DATE OF INCIDENT: 6/16/20 AMOUNT YOU WERE BILLED: 343.00

TOTAL AMOUNT YOU ARE CONTESTING: 343.00

TYPE OF ASSESMENT: GRASS & WEEDS

Please give a detailed description of the circumstances surrounding the incident, including why you feel the City should not have charged you this fee. You may attach additional pages or documentation to this form as needed.

RAYMOND LUND IS ON HOSPICE (87 YRS OLD) AND DOROTHY LUND HAS SEVERE DEMENTIA. AS THEIR SON I HAVE RECENTLY TAKEN OVER AS POWER OF ATTORNEY. PART OF THAT PROCESS IS PREPARING THIS PROPERTY FOR SALE. I HAVE ENGAGED SOMEONE TO SUPPORT US IN THIS PROCESS AND TAKE CARE OF THE LAWN MOVING FORWARD.

David Lund

A description of the claims review process is available on our website at: https://www.lansingmi.gov/349/Claims-Review-Process

To download the claim form: https://www.lansingmi.gov/DocumentCenter/View/4639/Claims-Review-Committee-Form?bidId=

LANSING MICHIGAN

City of Lansing

OFFICE OF THE CITY ATTORNEY

James D. Smiertka, City Attorney

October 15, 2020

David Lund
7950 Ella Terrace Ct.
Rockford, MI 49341

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If you have any questions concerning this matter, please contact this office.

Sincerely,

Venus Kumar

Venus Kumar
Paralegal

Claim: 1798

Fifth Floor, City Hall • Lansing, Michigan 48933 • (517) 483-4320 • Fax (517) 483-4081 • cityatty@ci.lansing.mi.us

RECEIVED JUL 16 2020

DATE: 7/16/2020

PPN:	**33-01-01-28-406-051**
DATE SUBMITTED:	**7/15/2020**
ADDRESS OF VIOLATION:	**211 E. Hodge Avenue**
LISTED TAXPAYER OF RECORD:	**Lund, Raymond F Jr. & Dorothy**
OTHER TAXPAYER OF RECORD:	
CLAIMANT:	**Lund, David (POA)**
CLAIMANT'S ADDRESS:	**? (can't ready address on claim)**
TYPE OF ACTIONS CONTESTED:	**Grass Mowing**
VIOLATION DATE:	**5/22/2020**
NOTIFICATION DATE:	**5/22/2020**
2ND NOTICE ASSESSMENT DATE:	
AMOUNT OF ASSESSMENT:	**$343.00**
CONTRACTOR NAME - INVOICE NO. - DATE:	**Tomlinson 20-G0004 6/08/2020**
AMOUNT OF CLAIM:	**$343.00**

#1798

ADDITIONAL ACTIONS CONTESTED:	
VIOLATION DATE:	
NOTIFICATION DATE:	
2ND NOTICE ASSESSMENT DATE:	
AMOUNT OF ASSESSMENT:	
CONTRACTOR NAME - INVOICE NO. - DATE:	
AMOUNT OF CLAIM:	
MEMO DATE – INVOICE NO.:	

HISTORY:	**Grass Mowing 6/08/2020**	
CITATIONS IN PREVIOUS YEAR:	**Failure to Register 2/25/2019**	**Failure to comply 4/02/2019**
CLAIMANT'S CIRCUMSTANCES:	**See Attached**	

CODE OFFICER'S NOTES: This property was cited for tall grass/weeds on 5/22/2020 with a compliance due date of 5/29/2020. The officer rechecked the property on 6/03/2020 the property was still in violation and it was submitted to the grass contractor to be mowed. The contractor arrived on 6/08/2020 as noted in the contractor pictures the property was still in violation therefore the contractor mowed the property. It is unfortunate of the status of both of the owners of this property however proper notification was sent to taxpayer of record and a service was performed by the City of Lansing. This office recommends denial of the claim and suggests the POA update the address information of the taxpayer with the City of Lansing Assessor's Office so that if future notifications are sent the POA will be notified in a timely manner.

RECEIVED JUL 15 2020

City of Lansing

OFFICE OF THE CITY ATTORNEY

1798

Claims Review Committee Form

(Commonly including: Grass, Trash, Weeds and Board-Up Violations)

NAME: DAVID LUND POA FOR RAY & DOROTHY LUND DATE: 7.08.2020

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Andy Schor, Mayor

Economic Development & Planning
Code Enforcement Office

316 N. Capitol, Ste C-1, Lansing, MI 48933-1238
(517) 483-4361 FAX (517) 377-0100

GRASS AND WEEDS CORRECTION NOTICE

LUND RAYMOND F JR & DOROTHY or Current Occupant
915 OAKCREST RD
HOWELL, MI 48843

Violation date: 05/22/2020

Violation Location: 211 E HODGE AVE
Parcel No: 33-01-01-28-406-051
Compliance Due Date: 05/29/2020

You are hereby notified that this Office has found a violation of the City of Lansing Housing Code Section 302 EXTERIOR PROPERTY AREA at the above referenced location.

Description
Grass & Weeds: Entire Yard ***Grass and weeds must be below the 8" maximum allowed length.***

Any Premises or portion thereof on which there exists growth of grass and/or weeds exceeding eight inches in height located anywhere on the premises - which includes but not limited to front, side, rear, back yard, driveway, next to fences, between curb and sidewalk or next to vehicles - shall be deemed , and hereby declared to be a substandard premises and is subject to abatement pursuant to Section 302.4 of the Lansing Housing Code.

Failure to comply by the compliance due date will leave no alternative but to have the work completed by our contractor. All costs incurred, which consist of the contractors fees plus $265.00 City service charge, shall be charged to you as an assessment against your property. **Please be advised that, in an effort to discourage repeat offenses of this nature, the City will assess you an extra $75.00 fee for each time there is an additional premise violation at the violation address above during this calendar year.**
If you have any questions or concerns about complying within the time indicated, you may contact me Monday through Friday between the hours of 8-9 - AM or 12-1 - PM

Pursuant to Section 107.2 of the IPMC, you have the right to appeal this notice of violation. In accordance with Section 106.3 any action taken by the City on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

Officer: Chris Breiter (517) 483 4379 **Chris.Breiter@lansingmi.gov**

Taxpayer's Copy

Andy Schor, Mayor

Economic Development & Planning
Code Enforcement Office

316 N. Capitol, Ste C-1, Lansing, MI 48933-1238
(517) 483-4361 FAX (517) 377-0100

GRASS AND WEEDS CORRECTION NOTICE

LUND RAYMOND or Current Occupant
915 OAKCREST RD
HOWELL, MI 48843-8366

Violation date: 05/22/2020

Violation Location: 211 E HODGE AVE
Parcel No: 33-01-01-28-406-051
Compliance Due Date: 05/29/2020

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Taxpayer's Copy

Andy Schor, Mayor

Economic Development & Planning
Code Enforcement Office

316 N. Capitol, Ste C-1, Lansing, MI 48933-1238
(517) 483-4361 FAX (517) 377-0100

GRASS AND WEEDS CORRECTION NOTICE

Occupant or Current Occupant
211 E HODGE AVE
LANSING, MI 48910

Violation date: 05/22/2020

Violation Location: 211 E HODGE AVE
Parcel No: 33-01-01-28-406-051
Compliance Due Date: 05/29/2020

You are hereby notified that this Office has found a violation of the City of Lansing Housing Code Section 302 EXTERIOR PROPERTY AREA at the above referenced location.

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Taxpayer's Copy

Andy Schor, Mayor

Economic Development & Planning
Code Enforcement Office
316 N. Capitol, Ste C-1, Lansing, MI 48933-1238
(517) 483-4361 FAX (517) 377-0100

Weeds Authorization Form

Submitted to: David B Tomlinson on 06/03/2020

TAXPAYER: LUND RAYMOND F JR & DOROTHY, 915 OAKCREST RD HOWELL, MI 48843

Location of Work: **Enf Num: E20-27156**

Address: 211 E HODGE AVE
Lot No:
Description:
Parcel No: 33-01-01-28-406-051

Violation:
Grass & Weeds: Entire Yard ***Grass and weeds must be below the 8" maximum allowed length.***

Estimated Time required to complete work: 1

Warning Comment:
entire yard.

Submitted By: Chris Breiter (517) 483 4379

This action is authorized by the Manager of Code Compliance

Document's Author: CBreiter Date Created:06/03/20 11:55 AM

Nuisance Fees
City of Lansing Treasurers Office
124 W Michigan Ave 1st Floor
Lansing, MI 48933
Ph: (517) 483-4361 Fx: (517) 377-0169

Nuisance Fee Billing Statement

Date Created: 06/16/2020
Due Date: 07/16/2020
Pay Invoice In Full

LUND RAYMOND F JR & DOROTHY
915 OAKCREST RD
HOWELL MI 48843

Inv Number: 00154930
Parcel: 33-01-01-28-406-051
Address: 211 E HODGE AVE

Parcel: 33-01-01-28-406-051

Bill Detail

Invoice Number	Date of Service	Enforcement Num	Address	Amount Due
00154930		E20-27156	211 E HODGE AVE	$343.00

Fee Details: Quantity	Description	Balance
1.000	Grass and Weeds - Admin Fee	$ 265.00
1.000	Grass and Weeds - Contractor Cha	$ 78.00

Total Amount Due $ 343.00

Questions regarding this invoice: Contact **CODE ENFORCEMENT** at 517.483.4361

Payment Information:

- Make checks payable to: City of Lansing
- Mail payments or pay in person at:
  City of Lansing Treasurers Office
  124 W Michigan Ave 1st Fl
  Lansing MI 48933
- In order to assure proper credit, please send the top portion of this bill along with your payment.
- Payment in full is due within 30 days from the billing date
- Any unpaid balance remains as a lien against this property and will be added to the next property tax bill.

Appeals Process:

If you intend to appeal this nuisance fee and it is attached to your tax bill, you or your agent must file a written protest with the Claims Review Committee within 30 days after the nuisance fee is placed on the July or December Tax Roll. Claims forms are available in the City Attorney's Office and the City of Lansing's web address: www.lansingmi.gov. Return completed claim to: Lansing City Attorney's Office, 124 West Michigan Ave 5th Fl, Lansing, MI 48933

Other Information:

- July property taxes are due and payable on or before August 31st. December property taxes are due and payable on or before February 14th.
- For Red Tag Monitoring Fees Only – invoices not paid within 30 days are subject to a 5% penalty which will be applied on the 31st day.

By Authority of the Lansing City Council - Ordinance Numbers 655, 676, 1060.08 and 1460.04

Payments may be made online or in person Monday thru Friday 8:00 a.m. - 4:30 p.m., at the above address or by mail

Date work completed: 06-08-20

From:
David Tomlinson
2500 Pinch Hwy.
Charlotte, MI 48813

Bill To:
City Of Lansing
Office of Code Compliance
316 North Capitol Avenue
Lansing, MI 48933-1238

Vendor Number: V001476

Purchase Order No: 86123

Violation Type:	Grass and Weeds
Invoice Number:	20-G0004
Work Authorized:	Entire Lot
Location:	211 E HODGE AVE
Location Description:	
Parcel Number:	33-01-01-28-406-051

Mowing Done by Tomlinson

TOTAL INVOICE $78.00

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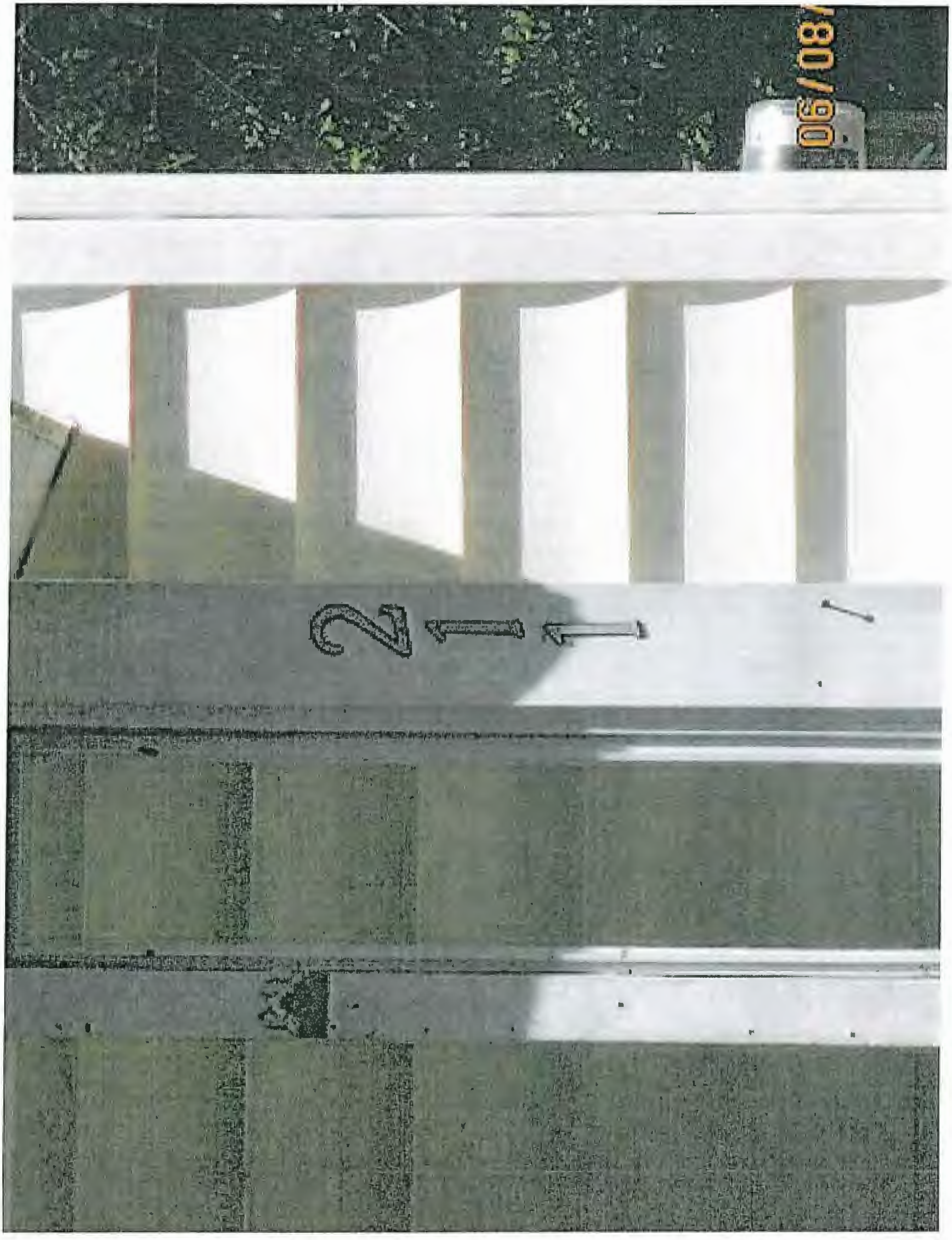


06/08/