

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



**AGENDA FOR OCTOBER 10, 2016**

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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 10, 2016 at 7:00 p.m. at the Council Chambers, 10th Floor, City Hall.

**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 12, 2016

**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. *Speakers must sign up on white form.*)

**XIII. COUNCIL CONSIDERATION OF LEGISLATIVE MATTERS**

**A. REFERRAL OF PUBLIC HEARINGS**

**B. CONSENT AGENDA**

1. BY COUNCIL MEMBER YORKO
  - a. Tribute; in recognition of Indigenous Peoples' Day
2. BY THE COMMITTEE ON INTERGOVERNMENTAL RELATIONS
  - a. Support of Shutting Down the Enbridge Line 5 Pipeline
3. BY THE COMMITTEE ON PUBLIC SAFETY
  - a. Reappointment of Tim Barron; Media Representative; Ingham County/City of Lansing Community Corrections Advisory Board
  - b. Setting the Show Cause Hearing in consideration of the issuance of orders for Make Safe or Demolish; 1517 Pattengill
  - c. Setting the Show Cause Hearing in consideration of the issuance of orders for Make Safe or Demolish; 2915 Turner Street
4. BY THE COMMITTEE ON WAYS AND MEANS
  - a. Confirmation of Appointment; Shelley Davis Mielock as a Member to the EDC/TIFA/LBRA Boards for terms to expire February 28, 2022

**C. RESOLUTIONS FOR ACTION**

**D. REPORTS FROM COUNCIL COMMITTEES**

**E. ORDINANCES FOR INTRODUCTION and Setting of Public Hearings**

1. BY THE COMMITTEE ON PUBLIC SAFETY
  - a. Repeal Chapter 1300, Medical Marihuana Establishments

**F. ORDINANCES FOR PASSAGE**

1. BY THE COMMITTEE ON DEVELOPMENT AND PLANNING
  - a. Ordinance 884.07; Payment in Lieu of Taxes (PILOT) for the Grandhaven Manor Retirement Community (Reconsider and Readopt Ordinance passed on September 26)

**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. City Council 2017 Meeting Schedule
  - c. Lansing Board of Water & Light Annual Audit of Financial Statements for Fiscal Years Ending June 30, 2016 and 2015 with Communication to those Charged with Governance and Management as of and for the Year Ended June 30, 2016
2. Letter(s) from the Mayor re:
  - a. Grant Application; 2016-2017 MSHDA Emergency Solutions Grant (ESG) Renewal
  - b. Grant Application; 2015 HUD NOFA Continuum of Care (CoC) Grant Renewal
  - c. Acceptance of Pre-Disaster Mitigation Competitive Grants, Phases 4 and 5
  - d. Z-7-2016, Rezoning from "F" & "DM-2" to "E-1" Dunckel & Collins Road
  - e. Obsolete Property Rehabilitation Act District, 221 West Saginaw Street
  - f. Obsolete Property Rehabilitation Act Certificate, 221 West Saginaw Street
  - g. Grant Acceptance; the National League of Cities / MetLife Foundation Grant, Financial Inclusion Systems and City Leadership (FISCL)

**B. COMMUNICATIONS AND PETITIONS, AND OTHER CITY RELATED MATTERS**

1. Notice from the Michigan Liquor Control Commission regarding:
  - a. New SDM License for Dolgencorp, LLC at 5146 N Grand River Ave.
  - b. New SDM License for Jawed Razmal at 3135 S Pennsylvania Ave
2. Claim Appeal (#1319); Fathima Khan for property located at 418 Huron St.

3. Multiple communications in opposition to the Lansing proposed substation

**XVI. MOTION OF EXCUSED ABSENCE**

**XVII. REMARKS BY COUNCIL MEMBERS**

**XVIII. REMARKS BY THE MAYOR OR EXECUTIVE ASSISTANT**

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

**XX. ADJOURNMENT**



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**CHRIS SWOPE, CITY CLERK**

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

BY COUNCIL MEMBER JESSICA YORKO  
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, A resolution declaring the second Monday in October as Indigenous Peoples' Day in the City of Lansing; encouraging other municipalities and institutions to recognize Indigenous Peoples' Day; and reaffirming the City of Lansing's commitment to promote the well-being and growth of the City's American Indian and Indigenous communities; and

WHEREAS, the City of Lansing recognizes that American Indians, including the Anishinaabeg (Odawa, Ojibwe, Potawatomi) and other historic and contemporary Indigenous communities, have lived on this land since time immemorial; and

WHEREAS, the City of Lansing recognizes and values the important contributions made through American Indian and Indigenous technology, thought, and culture; and

WHEREAS, the City of Lansing recognizes that the City is built on land ceded in the 1819 Treaty of Saginaw; and

WHEREAS, the City of Lansing understands that in order to help close the equity gap, government entities, organizations, and other public institutions should change their policies and practices to better reflect the experiences of American Indian people, and uplift our Country's Indigenous roots, history, and contributions; and

WHEREAS, the City of Lansing recognizes that Columbus Day has been viewed by many as a celebration of our Country's rich immigrant and, in particular, Italian and Catholic heritage; and

WHEREAS, the City of Lansing recognizes that the contributions of immigrants to our history is important, however, it should not come at the expense of recognizing the history and experiences of American Indian and Indigenous communities; and

WHEREAS, the City of Lansing recognizes that Indigenous Peoples' Day was first proposed in 1977 by an Indigenous delegation to the United Nations-sponsored International Conference on Discrimination Against Indigenous Populations in the Americas; and

WHEREAS, the City of Lansing recognizes that in 1990 representatives from 120 Indigenous Nations at the First Continental Conference on 500 Years of Indian Resistance unanimously passed a resolution to transform Columbus Day into an opportunity to educate the rest of the country about Indigenous societies and cultures that have continued despite an often violent colonization process and continue to exist and thrive in the United States; and

WHEREAS, the City of Lansing recognizes and supports the Michigan Act No. 247, which provides public recognition of places that are significant to Michigan's American Indian history; and

WHEREAS, the State of Alaska; city of Seattle, WA; city of Berkeley, CA; cities of Minneapolis, St. Paul, and Grand Rapids, MN; and many more cities around the country including Michigan cities like Ann Arbor, Ypsilanti, Traverse City and Alpena have recognized Indigenous Peoples' Day to honor the cultures, heritages, contributions, and survival of American Indian and Indigenous communities; and

NOW THEREFORE BE IT RESOLVED, by the City Council that the City of Lansing shall also recognize Indigenous Peoples' Day on the Second Monday in October; and

BE IT FURTHER RESOLVED, that Indigenous Peoples' Day shall be used to reflect the ongoing struggles of American Indian and Indigenous communities, and to celebrate the thriving cultures and values that the Anishinaabeg (Odawa, Ojibwe, Potawatomi) and other Indigenous communities contribute to Michigan and the Great Lakes region; and

BE IT FURTHER RESOLVED, that the City of Lansing shall continue its efforts to promote the well-being and growth of Lansing's American Indian and Indigenous communities; and

BE IT FINALLY RESOLVED, the City of Lansing encourages other businesses, organizations, and public entities to recognize Indigenous Peoples' Day.

THE COMMITTEE ON INTERGOVERNMENTAL RELATIONS  
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, Line 5 is a set of twin, 62-year-old pipelines owned by Enbridge that carry light crude oil and natural gas under the Straits of Mackinac; and

WHEREAS, the currents in the Straits of Mackinac at peak volumetric transport can be more than 10 times greater than the flow of Niagara Falls and switch bi-directionally from east to west every few days, and according to a 2014 University of Michigan study are the “worst possible place” for an oil spill in the Great Lakes; and

WHEREAS, the Great Lakes contain 20 percent of the world’s fresh, available, surface water and are a drinking water source for over 35 million people; and

WHEREAS, one out of every five jobs in Michigan is linked to the high quality and quantity of fresh water in the Great Lakes; and

WHEREAS, tourism is one of Michigan’s largest income industries bringing in billions of travelers dollars spent each year; and

WHEREAS, agriculture, fisheries, shipping and industry depend on the health of the Great Lakes; and

WHEREAS, in 2009 the Great Lakes were linked to over 1.5 million jobs, with Michigan accounting for 35 percent of those jobs<sup>1</sup>; and

WHEREAS, Enbridge’s record includes 1,244 reportable spills, leaks and releases from 1996 to 2013<sup>2</sup>; and

WHEREAS, Enbridge was in violation for their spacing requirements of its 1953 easement for Line 5 in 2014<sup>3</sup> and were responsible for a pinhole leak in a section of the pipeline north of the Straits in December 2014<sup>4</sup>; and

WHEREAS, Enbridge was responsible for the largest oil spill in U.S. history when Line 6b ruptured near Kalamazoo in 2010 allowing almost 1 million gallons of tar sands oil to leak for 17 hours before shutting down the line<sup>5</sup>; and

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<sup>1</sup> <http://ns.umich.edu/new/releases/8280>

<sup>2</sup> Food and Water Watch data analysis of Enbridge company-wide reportable spills, leaks, and releases. Data can be found in Addendum to Enbridge 2013 Corporate Social Responsibility Report, at 2 and 3; Enbridge 2010 Corporate Social Responsibility Report at 84; Enbridge 2006 Corporate Social Responsibility Report at 29; Enbridge 2001 Environment, Health, and Safety report at 10.

<sup>3</sup> Aug. 3, 2016 letter from AG Schuette to Enbridge, accessed 9/13/16;

[http://media.mlive.com/news\\_impact/other/Enbridge%20-%20joint%20ltr%20with%20Keith%20Creagh%20&%20Heidi%20Grether%208-3-16%20-2.pdf](http://media.mlive.com/news_impact/other/Enbridge%20-%20joint%20ltr%20with%20Keith%20Creagh%20&%20Heidi%20Grether%208-3-16%20-2.pdf)

<sup>4</sup> Office of Attorney General Bill Schuette. [Press Release]. “Wyant, Schuette issue statement on Enbridge U.P. pipeline incident following Pipeline Task Force Meeting.” December 2014.

<sup>5</sup> <http://michiganradio.org/post/keeping-eye-michigans-hazardous-liquid-pipelines>

WHEREAS, corrosion is one of the leading reasons that pipelines fail and it has been recently detected that there is corrosion in this pipeline; and

WHEREAS, Line 5 was built before the Great Lakes Submerged Lands Act was adopted so it didn't have to obtain a permit and ensure that the pipeline wouldn't pose a threat to the waters or the public's use of the waters; and

WHEREAS, the Coast Guard Commandant testified before congress in 2015 that the Coast Guard would be unable to respond effectively to an open water oil spill in the heart of the Great Lakes<sup>6</sup>; and

WHEREAS, as Michiganders we have a responsibility to be wise stewards of the waters of our state for generations to come; and

WHEREAS, protection of Michigan's water supplies and resources is better accomplished by prevention of contamination and environmental degradation, rather than attempting to clean up contamination and restore degraded environments after the fact;

NOW, THEREFORE, BE IT RESOLVED, that on the 10<sup>th</sup> day of October 2016, the City of Lansing supports stopping the transportation of oil under the Great Lakes.

BE IT FURTHER RESOLVED, that the City of Lansing supports shutting down Line 5 and the flow of oil under the Great Lakes.

BE IT FURTHER RESOLVED, that the City of Lansing supports H.R. 182 and C.R. 15 by calling on Governor Rick Snyder and Attorney General Bill Schuette to shut down Line 5, and

BE IT FINALLY RESOLVED that the City of Lansing will send a letter to Governor Rick Snyder, Attorney General Bill Schuette, State Representatives, State Senators and U.S. Senators calling on them to take swift action to shut down Line 5.

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<sup>6</sup> "30-Day Notice of Intent to Sue," Letter from Attorney Neil Kagan, National Wildlife Federation, to Secretary, U.S. Department of Transportation, July 28, 2015, Appendix 1-9

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 reappointment Tim Barron as the Media Representative to the Ingham County/City of Lansing Community Corrections Advisory Board for to a term expiring September 17, 2019;

WHEREAS, the Committee on Public Safety met and took affirmative action on September 30, 2016.

BE IT RESOLVED, that the Lansing City Council hereby affirms the reappointment of Tim Barron as the Media Representative to the Ingham County/City of Lansing Community Corrections Advisory Board for to a term expiring September 17, 2019

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

WHEREAS, the Code Enforcement Lead Housing Inspector has determined that the building located at 1517 Pattengill, Parcel # 33-01-01-20-407-041 legally described as: Lot 50 McPherson Inverness Sub, is an unsafe or dangerous building as defined in Section 108.1.1 of the Lansing Housing and Premises Code and the Housing Law of Michigan; and

WHEREAS, The Code Enforcement Office red tagged the said structure on May 2, 2014, and requested the property owner be ordered to demolish or otherwise make safe the structure; and

WHEREAS, on July 23, 2016, the Lansing Demolition Board held a 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 Premises Code (1460.09), and on whether to order the property owner to make safe or demolish the structure; and

WHEREAS, the Code Enforcement 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 Housing and Premises Code 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 24, 2016 at 7:00 p.m. in the Lansing City Council Chambers, 10th Floor City Hall, 124 W. Michigan, Lansing, Michigan in consideration of the finding and order of the Lansing Demolition Hearing Board Officer regarding the structure at 1517 Pattengill 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 FINALLY RESOLVED that the Lansing City Council requests that the Code Enforcement Lead Housing Inspector notify the owner of said property of the opportunity to appear and present testimony at the hearing, as required by law.

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

WHEREAS, the Code Enforcement Lead Housing Inspector has determined that the building located at 2915 Turner, Parcel # 33-01-01-04-155-231 legally described as: Lot 37 EXC S 11 FT Mayfield Farm's Sub an unsafe or dangerous building as defined in Section 108.1.1 of the Lansing Housing and Premises Code and the Housing Law of Michigan; and

WHEREAS, The Code Enforcement Office red tagged the said structure on May 20, 2016, and requested the property owner be ordered to demolish or otherwise make safe the structure; and

WHEREAS, on June 23, 2016, the Lansing Demolition Board held a 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 Premises Code (1460.09), and on whether to order the property owner to make safe or demolish the structure; and

WHEREAS, the Code Enforcement 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 Housing and Premises Code 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 24, 2016 at 7:00 p.m. in the Lansing City Council Chambers, 10th Floor City Hall, 124 W. Michigan, Lansing, Michigan in consideration of the finding and order of the Lansing Demolition Hearing Board Officer regarding the structure at 2915 Turner 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 FINALLY RESOLVED that the Lansing City Council requests that the Code Enforcement Lead Housing Inspector notify the owner of said property of the opportunity to appear and present testimony at the hearing, as required by law.

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

WHEREAS, the Mayor made the appointment of Shelley Davis Mielock of 1843 Chester Road in Lansing, MI 48912, as an At-Large Member of the EDC/TIF/LBRA for a term to expire February 28, 2022; and

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

WHEREAS, the Committee on Ways and Means met on October 5, 2016 and took affirmative action;

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the appointment of Shelley Davis Mielock of 1843 Chester Road in Lansing, MI 48912, as an At-Large Member of the EDC/TIFA/LBRA for a term to expire February 28, 2022.

## **INTRODUCTION OF ORDINANCE**

The Committee on Public Safety introduced:

**AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO REPEAL CHAPTER 1300, BEING SECTIONS 1300.01 THROUGH 1300.07, OF THE LANSING CODIFIED ORDINANCES, TO ELIMINATE THE LICENSING REQUIREMENTS FOR MEDICAL MARIHUANA ESTABLISHMENTS**

The Ordinance is read a first time and referred to the Committee ON PUBLIC SAFETY

# DRAFT

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

WHEREAS, AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO REPEAL CHAPTER 1300, BEING SECTIONS 1300.01 THROUGH 1300.07, OF THE LANSING CODIFIED ORDINANCES, TO ELIMINATE THE LICENSING REQUIREMENTS FOR MEDICAL MARIHUANA ESTABLISHMENTS has been introduced;

NOW, THEREFORE, BE IT RESOLVED THAT a public hearing be held on the ordinance for \_\_\_\_\_2016, and that the required notice of hearing be provided.

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ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO REPEAL  
CHAPTER 1300, BEING SECTIONS 1300.01 THROUGH 1300.07, OF THE LANSING  
CODIFIED ORDINANCES, TO ELIMINATE THE LICENSING REQUIREMENTS  
FOR MEDICAL MARIHUANA ESTABLISHMENTS.**

**THE CITY OF LANSING ORDAINS:**

**Section 1. THAT CHAPTER 1300, BEING SECTIONS 1300.01 THROUGH  
1300.07, OF THE CODIFIED ORDINANCES OF THE CITY OF LANSING, BE AND IS  
HEREBY REPEALED IN ITS ENTIRETY.**

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

Approved as to form:

\_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_

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**PASSAGE OF ORDINANCE**

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO AMEND THE CODIFIED ORDINANCES BY AMENDING CHAPTER 884 SECTION 884.07 to provide for a service charge in lieu of taxes for qualified low income senior dwelling units in a new housing development project known as the Grandhaven Manor II Retirement Community, on the site of the existing Grandhaven Manor Retirement Community, pursuant to the provisions of the State Housing Development Authority Act of 1966, as amended.

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

<b>COUNCIL MEMBER</b>	<b>YEAS</b>	<b>NAYS</b>
BROWN CLARKE	<input type="checkbox"/>	<input type="checkbox"/>
DUNBAR	<input type="checkbox"/>	<input type="checkbox"/>
HOUGHTON	<input type="checkbox"/>	<input type="checkbox"/>
HUSSAIN	<input type="checkbox"/>	<input type="checkbox"/>
SPITZLEY	<input type="checkbox"/>	<input type="checkbox"/>
WASHINGTON	<input type="checkbox"/>	<input type="checkbox"/>
WOOD	<input type="checkbox"/>	<input type="checkbox"/>
YORKO	<input type="checkbox"/>	<input type="checkbox"/>

ADOPTED

FAILED



1 WHICH IT IS LOCATED DESCRIBED AS:

2 UNIT 2, GRANDHAVEN MANOR CONDOMINIUM, A CONDOMINIUM PROJECT,  
3 ACCORDING TO THE MASTER DEED AND RECORDED IN THE OFFICE OF THE  
4 INGHAM COUNTY REGISTER OF DEEDS TOGETHER WITH RIGHTS IN  
5 GENERAL COMMON ELEMENTS AND LIMITED COMMON ELEMENTS AS SET  
6 FORTH IN SAID MASTER DEED, AND AMENDMENTS THERETO, AND AS  
7 DESCRIBED IN ACT 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

8 *Low income* means elderly persons of low or moderate income eligible to move into the housing  
9 DEVELOPMENTS under THE ACT. All other definitions as set forth in section 884.02 of this  
10 chapter are applicable to Grandhaven Manor Retirement Community and GRANDHAVEN  
11 MANOR II RETIREMENT COMMUNITY AND are incorporated in this section by reference.

12 (C) *Establishment of annual service charge.*

13 (1) The Grandhaven Manor Retirement Community AND GRANDHAVEN MANOR II RETIREMENT  
14 COMMUNITY for elderly persons of low or moderate income and the property on which THEY shall be  
15 LOCATED shall be exempt from all property taxes from and after the EFFECTIVE DATE of THIS  
16 ORDINANCE, AS AMENDED, FOR SUCH DURATION AS PROVIDED IN SUBSECTION 3(E). The City,  
17 acknowledging that sponsor HAS RECEIVED a mortgage loan from the authority for Grandhaven Manor  
18 Retirement Community Housing Development and IS RECEIVING A MORTGAGE LOAN FROM THE  
19 AUTHORITY FOR GRANDHAVEN MANOR II RETIREMENT COMMUNITY, AND THAT the sponsor and the  
20 authority have established the economic feasibility of THESE housing developments in reliance upon the  
21 enactment of this ordinance section, SHALL ACCEPT payment of an annual service charge for public  
22 services in lieu of all property taxes as provided AND PAID in the manner in sections 884.04 and 884.05  
23 of this chapter.

1 (2) The annual service charge FOR UNIT 1 OF GRANDHAVEN MANOR CONDOMINIUM shall be equal  
2 to four percent of the difference between the annual shelter rent actually collected from the operation  
3 of the HOUSING DEVELOPMENT AND UTILITIES, AND THE ANNUAL SERVICE CHARGE FOR UNIT 2 OF  
4 GRANDHAVEN MANOR CONDOMINIUM SHALL BE EQUAL TO FOUR PERCENT OF THE DIFFERENCE  
5 BETWEEN THE ANNUAL SHELTER RENT ACTUALLY COLLECTED FROM THE OPERATION OF THE HOUSING  
6 DEVELOPMENT AND UTILITIES. HOWEVER, NOTHING IN THIS ORDINANCE AS AMENDED, SHALL EXTEND  
7 THE TIME PERIOD FOR WHICH UNIT 1 OF GRANDHAVEN MANOR CONDOMINIUM HAS BEEN GRANTED  
8 THE ABILITY TO MAKE PAYMENT OF AN ANNUAL SERVICE CHARGE IN LIEU OF PAYMENT OF PROPERTY  
9 TAXES. THE DURATION OF PAYMENT OF A SERVICE CHANGE IN LIEU OF PAYMENT OF PROPERTY TAXES  
10 FOR UNIT 1 OF GRANDHAVEN MANOR CONDOMINIUM AND UNIT OF GRANDHAVEN MANOR  
11 CONDOMINIUM SHALL BE CALCULATED INDEPENDENTLY.

12 (3) Notwithstanding section (2), the service charge to be paid each year in lieu of taxes shall not  
13 exceed the amount of taxes which would be paid if the housing development were not tax exempt.

14 (4) Contractual effect. Notwithstanding the provisions of section 15(a)(5) of the Act to  
15 the contrary, a contract between the City and the sponsor, with the authority as third-party  
16 beneficiary under the contract, to provide tax exemption and accept payments in lieu of  
17 taxes as previously described, will be effectuated by the enactment of this section by  
18 Council.

19 (E) *Duration; commencement of construction.* The property tax exempt status OF UNIT 1 OF  
20 Grandhaven Manor CONDOMINIUM AND UNIT 2 OF GRANDHAVEN MANOR  
21 CONDOMINIUM AS approved by this section shall remain in effect RESPECTIVELY FOR  
22 EACH INDEPENDENT OF THE OTHER and shall not terminate so long as the RESPECTIVE  
23 mortgage loans for EACH housing development remains outstanding and unpaid, or for each  
24 period as the Authority has an interest in EITHER HOUSING DEVELOPMENT, provided that

1 FOR UNIT 2, GRANDHAVEN MANOR CONDOMINIUM, the construction of the housing  
 2 development commences within one year from the effective date of this AMENDED section. If  
 3 the construction of the housing development does not commence within one year from the  
 4 effective date of this section, this section shall automatically expire and be of no effect WITH  
 5 RESPECT TO UNIT 2. THE DURATION OF THE EXEMPTIONS FOR UNIT 1,  
 6 GRANDHAVEN MANOR CONDOMINIUM AND UNIT 2, GRANDHAVEN MANOR  
 7 CONDOMINIUM, AND THEIR ELIGIBILITY FOR EXEMPTION SHALL EACH BE  
 8 INDEPENDENT OF THE OTHER, AND THE TERMINATION OF THE EXEMPTION FOR  
 9 UNIT 1 OF GRANDHAVEN MANOR CONDOMINIUM SHALL NOT CAUSE THE  
 10 TERMINATION OF UNIT 2 OF GRANDHAVEN MANOR CONDOMINIUM.

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

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

16 Section 4. This ordinance shall take effect on the 30<sup>th</sup> day after enactment unless given  
 17 immediate effect by City Council.

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Approved as to form:

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\_\_\_\_\_

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City Attorney

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Dated: \_\_\_\_\_

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**Chris Swope**  
Lansing City Clerk

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October 7, 2016

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 on the City Clerk's website ([www.lansingmi.gov/clerk](http://www.lansingmi.gov/clerk)) under the heading of "Documents Placed on File."

<u>BOARD NAME</u>	<u>DATE OF MEETING</u>
Board of Police Commissioners	August 16, 2016
Boad of Public Service	August 11, 2016
Board of Water and Light	July 26, 2016
Lansing Entertainment and Public Facilities Authority	August 23, 2016

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, CMC  
Lansing City Clerk



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Chris Swope  
Lansing City Clerk

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October 7, 2016

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

Dear Councilmembers:

The 2017 proposed Council meeting schedule is being forwarded for your consideration and appropriate action:

Sincerely,

A handwritten signature in black ink that reads "Chris Swope". The signature is written in a cursive style and is contained within a thin black rectangular border.

Chris Swope, CMC  
Lansing City Clerk

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

WHEREAS, City Clerk Chris Swope submitted a recommended list of dates for the Lansing City Council meetings for 2017 to the Lansing City Council; and

WHEREAS, the Lansing City Charter requires the City Council to meet at least 26 times each year; and

WHEREAS, the Committee of the Whole has reviewed the City Clerk's recommendations and concurs with the list of recommended meeting dates for 2017.

NOW, THEREFORE, BE IT RESOLVED the Lansing City Council hereby approves the recommendations of City Clerk Chris Swope for Lansing City Council meeting dates for 2017 as follows:

Tuesday, January 03, 2017	Annual Organizational - 1st meeting of year
Monday, January 09, 2017	
Monday, January 30, 2017	
Monday, February 13, 2017	
Monday, February 27, 2017	Board List - prior to first meeting in March
Monday, March 13, 2017	
Monday, March 27, 2017	Mayor's Budget - on or before 4th Monday in March
Monday, April 10, 2017	
Monday, April 24, 2017	
Monday, May 08, 2017	Budget Public Hearing; Mayor's Board Appointments - prior to first meeting in May
Monday, May 22, 2017	Adopt Budget - not later than 3rd Monday in May
Monday, June 12, 2017	Council Act on Appointments - at or before 1st meeting in June
Monday, June 26, 2017	
Monday, July 10, 2017	
Monday, July 24, 2017	
Monday, July 31, 2017	
Monday, August 14, 2017	
Monday, August 28, 2017	
Monday, September 11, 2017	
Monday, September 25, 2017	
Monday, October 09, 2017	
Monday, October 23, 2017	Budget Priorities - no later than October 1
Monday, October 30, 2017	
Monday, November 13, 2017	
Monday, November 27, 2017	
Monday, December 11, 2017	

Except as otherwise noted, all meetings will be on a Monday at 7:00 p.m. in the Lansing City Council Chambers, 10th Floor City Hall.

BE IT FURTHER RESOLVED that the Council shall meet as a Committee of the Whole on Tuesday, January 3, 2017 at 5:30 p.m.



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Chris Swope  
Lansing City Clerk

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October 7, 2016

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 5-203.6 of the Lansing City Charter, on September 28, 2015 my office received and placed on file:

Board of Water & Light Annual Audit of Financial Statements for Fiscal Year Ending June 30, 2016 and 2015

Communication to those Charged with Governance and Management as of and for the Year Ended June 30, 2016

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

Sincerely,

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

Chris Swope, CMC  
Lansing City Clerk

THIS ITEM NOT AVAILABLE AT TIME OF PRINT

LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: XX/XX/16

GRANT NAME: Department of Housing and Urban Development (HUD)

DEPARTMENT: HRCS

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Dr. Joan Jackson Johnson 483-4482

APPLICATION DATE: Renewals

AWARD DATE: various dates (see attached)

FUND AMOUNT: \$ 2,566,614

CITY MATCH (IF APPLICABLE): \$ budgeted in FY16-FY17

GRANT CYCLE: One year cycles starting at various dates (see attached) Check One: Annual  One-Time

GRANT PAYS FOR: The city is the collaborative applicant for several CoC agencies that re-house qualified homeless individuals and families and provide case management or other services to promote self-sufficiency.

GOODS & SERVICES see above

PERSONNEL N/A

CONSTRUCTION N/A

LAND N/A

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

<p>* See Attached</p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
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**RESOLUTION # \_\_\_\_\_**  
**BY THE COMMITTEE OF THE WHOLE**  
**RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING**

**WHEREAS**, the Department of Human Relations and Community Services (HRCS) will be submitting a grant application as the Collaborative Applicant for the Continuum of Care for the Lansing, East Lansing, Ingham County area, to the Michigan State Housing Development Authority (MSHDA) under the 2016-2017 Emergency Solutions Grant Notice of Funding Availability (NOFA) application; and

**WHEREAS**, the HRCS is planning to apply for grant renewal and any available new funding for at least the following agencies: Child and Family Charities - Gateway Division, Haven House, Mid-Michigan Recovery Services, Volunteers of America – Michigan, and the HRCS HMIS and Grant Management funds, for one-year renewal to support existing Continuum of Care initiatives; and

**WHEREAS**, the HRCS will be applying to MSHDA for an amount up to **\$364,897 total**; and

**WHEREAS**, MSHDA is not requiring any cash and/or in-kind match for the 2016-2017 NOFA;

**NOW, THEREFORE, BE IT RESOLVED** the City of Lansing, Michigan, accepts the terms of the grant application as stipulated by MSHDA and the City of Lansing does hereby specifically agree, but not by way of limitation, as follows:

1. That the administration is authorized to create appropriate accounts and transfer necessary funds to administer and monitor the grants and to appropriate such additional funds as shall be necessary to complete the project subject to the City Council transfer policies.
2. To maintain satisfactory financial accounts, documents, and records to make them available to MSHDA for auditing at reasonable times.
3. To implement the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreements.
4. To authorize the Mayor of the City of Lansing to be the local authorized representative to sign documents in behalf of the City of Lansing.
5. To comply with any and all terms of said MSHDA agreements, including all terms not specifically set forth in the foregoing portion of this resolution.



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
477 Michigan Avenue  
Detroit, MI 48226

**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0506L5F081500**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

## CONTINUUM OF CARE PROGRAM GRANT AGREEMENT

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and City of Lansing (the "Recipient").

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act") and the Continuum of Care Program rule (the "Rule").

The terms "Grant" or "Grant Funds" mean the funds that are provided under this Agreement. The term "Application" means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Regulation.

The Application is incorporated herein as part of this Agreement, except that only the project listed, and only in the amount listed on the Scope of Work exhibit, are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

Exhibit 1, the FY2015 Scope of Work, is attached hereto and made a part hereof. If appropriations are available for Continuum of Care grants; if Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and one or more projects listed on Exhibit 1 for renewal, then additional Scope of Work exhibits may be attached to this Agreement. Those additional exhibits, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date use of funds under this Agreement may begin. Each project will have a performance period that will be listed on the Scope of Work exhibit(s) to this Agreement. For renewal projects, the period of performance shall begin at the end of the Recipient's final operating year for the project being renewed and eligible costs incurred for a project between the end of Recipient's final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement. For each new project funded under this Agreement, Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period and to determine when a project is eligible for renewal. Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without Recipient signature, after the operating start date is established in eLOCCS.

This Agreement shall remain in effect until termination either: 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the final performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;
2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
  - a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
  - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
  - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
  - d. In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
  - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
  - f. Subrecipients will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;

10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0506L5F081500**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

**EXHIBIT 1**  
**SCOPE OF WORK for FY2015 COMPETITION**

1. The project listed on this Scope of Work is governed by the Continuum of Care program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 4 below, is also subject to the terms of the Notice of Funds Availability for the fiscal year listed above.
2. The Continuum that designated Recipient to apply for grant funds (has/has not) been designated a high performing community by HUD for the applicable fiscal year.
3. Recipient is not the only Recipient for the Continuum of Care. HUD's total funding obligation for this grant and project is \$\_\_137929\_\_, allocated between budget line items, as indicated in 4. below.
4. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the project application listed below in the amount specified below to be used during the performance period established below. However, no funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to the Rule and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

<b>Project No.</b>	<b>Performance Period</b>
MI0506L5F081500	

Allocated between budget line items as follows:

a. Continuum of Care planning activities	\$ 0
b. UFA costs	\$ 0
c. Acquisition	\$ 0
d. Rehabilitation	\$ 0
e. New construction	\$ 0
f. Leasing	\$ 97943
g. Rental assistance	\$ 0
h. Supportive services	\$ 28044
i. Operating costs	\$ 3052
j. Homeless Management Information System	\$ 0
k. Administrative costs	\$ 8890

In accordance with the Rule, Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without written amendment to this Agreement.

5. If grant funds will be used for payment of indirect costs, pursuant to 2 CFR 200, Subpart E - Cost Principles, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates (including if the de minimis rate is charged per 2 CFR §200.414) on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. Do not include indirect cost rates for Subrecipients, however, Subrecipients may not charge indirect costs to the grant if they do not also have a federally recognized indirect cost rate.
6. The project has/has not been awarded project-based rental assistance for a term of fifteen (15) years. Funding is provided under this Scope of Work for the performance period stated in paragraph 4. Additional funding is subject to the availability of annual appropriations.
7. Program income earned during the grant term shall be retained and may either be 1) added to funds committed to the project by HUD and the recipient and used for eligible activities; or 2) used as match.



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
477 Michigan Avenue  
Detroit, MI 48226

**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0483L5F081500**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

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Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;
2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
  - a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
  - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
  - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
  - d. In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
  - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
  - f. Subrecipients will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;

10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
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By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0483L5F081500**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

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3. Recipient is not the only Recipient for the Continuum of Care. HUD's total funding obligation for this grant and project is \$\_\_143428\_\_, allocated between budget line items, as indicated in 4. below.
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<b>Project No.</b>	<b>Performance Period</b>
MI0483L5F081500	

Allocated between budget line items as follows:

a. Continuum of Care planning activities	\$ 0
b. UFA costs	\$ 0
c. Acquisition	\$ 0
d. Rehabilitation	\$ 0
e. New construction	\$ 0
f. Leasing	\$ 0
g. Rental assistance	\$ 93600
h. Supportive services	\$ 40992
i. Operating costs	\$ 0
j. Homeless Management Information System	\$ 0
k. Administrative costs	\$ 8836

In accordance with the Rule, Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without written amendment to this Agreement.

5. If grant funds will be used for payment of indirect costs, pursuant to 2 CFR 200, Subpart E - Cost Principles, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates (including if the de minimis rate is charged per 2 CFR §200.414) on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. Do not include indirect cost rates for Subrecipients, however, Subrecipients may not charge indirect costs to the grant if they do not also have a federally recognized indirect cost rate.
6. The project has/has not been awarded project-based rental assistance for a term of fifteen (15) years. Funding is provided under this Scope of Work for the performance period stated in paragraph 4. Additional funding is subject to the availability of annual appropriations.
7. Program income earned during the grant term shall be retained and may either be 1) added to funds committed to the project by HUD and the recipient and used for eligible activities; or 2) used as match.



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
477 Michigan Avenue  
Detroit, MI 48226

**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0507L5F081500**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

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Recipient agrees:

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2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
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  - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
  - d. In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
  - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
  - f. Subrecipients will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;

10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0507L5F081500**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

**EXHIBIT 1**  
**SCOPE OF WORK for FY2015 COMPETITION**

1. The project listed on this Scope of Work is governed by the Continuum of Care program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 4 below, is also subject to the terms of the Notice of Funds Availability for the fiscal year listed above.
2. The Continuum that designated Recipient to apply for grant funds (has/has not) been designated a high performing community by HUD for the applicable fiscal year.
3. Recipient is not the only Recipient for the Continuum of Care. HUD's total funding obligation for this grant and project is \$\_\_172321\_\_, allocated between budget line items, as indicated in 4. below.
4. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the project application listed below in the amount specified below to be used during the performance period established below. However, no funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to the Rule and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

<b>Project No.</b>	<b>Performance Period</b>
MI0507L5F081500	

Allocated between budget line items as follows:

a. Continuum of Care planning activities	\$ 0
b. UFA costs	\$ 0
c. Acquisition	\$ 0
d. Rehabilitation	\$ 0
e. New construction	\$ 0
f. Leasing	\$ 0
g. Rental assistance	\$ 123144
h. Supportive services	\$ 38510
i. Operating costs	\$ 0
j. Homeless Management Information System	\$ 0
k. Administrative costs	\$ 10667

In accordance with the Rule, Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without written amendment to this Agreement.

5. If grant funds will be used for payment of indirect costs, pursuant to 2 CFR 200, Subpart E - Cost Principles, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates (including if the de minimis rate is charged per 2 CFR §200.414) on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. Do not include indirect cost rates for Subrecipients, however, Subrecipients may not charge indirect costs to the grant if they do not also have a federally recognized indirect cost rate.
6. The project has/has not been awarded project-based rental assistance for a term of fifteen (15) years. Funding is provided under this Scope of Work for the performance period stated in paragraph 4. Additional funding is subject to the availability of annual appropriations.
7. Program income earned during the grant term shall be retained and may either be 1) added to funds committed to the project by HUD and the recipient and used for eligible activities; or 2) used as match.



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
477 Michigan Avenue  
Detroit, MI 48226

**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0484L5F081500**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

## CONTINUUM OF CARE PROGRAM GRANT AGREEMENT

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and City of Lansing (the “Recipient”).

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”) and the Continuum of Care Program rule (the “Rule”).

The terms “Grant “ or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Regulation.

The Application is incorporated herein as part of this Agreement, except that only the project listed, and only in the amount listed on the Scope of Work exhibit, are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

Exhibit 1, the FY2015 Scope of Work, is attached hereto and made a part hereof. If appropriations are available for Continuum of Care grants; if Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and one or more projects listed on Exhibit 1 for renewal, then additional Scope of Work exhibits may be attached to this Agreement. Those additional exhibits, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date use of funds under this Agreement may begin. Each project will have a performance period that will be listed on the Scope of Work exhibit(s) to this Agreement. For renewal projects, the period of performance shall begin at the end of the Recipient’s final operating year for the project being renewed and eligible costs incurred for a project between the end of Recipient’s final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement. For each new project funded under this Agreement, Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period and to determine when a project is eligible for renewal. Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without Recipient signature, after the operating start date is established in eLOCCS.

This Agreement shall remain in effect until termination either: 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the final performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;
2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
  - a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
  - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
  - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
  - d. In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
  - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
  - f. Subrecipients will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;

10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0484L5F081500**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

**EXHIBIT 1**  
**SCOPE OF WORK for FY2015 COMPETITION**

1. The project listed on this Scope of Work is governed by the Continuum of Care program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 4 below, is also subject to the terms of the Notice of Funds Availability for the fiscal year listed above.
2. The Continuum that designated Recipient to apply for grant funds (has/has not) been designated a high performing community by HUD for the applicable fiscal year.
3. Recipient is not the only Recipient for the Continuum of Care. HUD's total funding obligation for this grant and project is \$\_\_65628\_\_, allocated between budget line items, as indicated in 4. below.
4. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the project application listed below in the amount specified below to be used during the performance period established below. However, no funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to the Rule and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

<b>Project No.</b>	<b>Performance Period</b>
MI0484L5F081500	

Allocated between budget line items as follows:

a. Continuum of Care planning activities	\$ 65628
b. UFA costs	\$ 0
c. Acquisition	\$ 0
d. Rehabilitation	\$ 0
e. New construction	\$ 0
f. Leasing	\$ 0
g. Rental assistance	\$ 0
h. Supportive services	\$ 0
i. Operating costs	\$ 0
j. Homeless Management Information System	\$ 0
k. Administrative costs	\$ 0

In accordance with the Rule, Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without written amendment to this Agreement.

5. If grant funds will be used for payment of indirect costs, pursuant to 2 CFR 200, Subpart E - Cost Principles, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates (including if the de minimis rate is charged per 2 CFR §200.414) on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. Do not include indirect cost rates for Subrecipients, however, Subrecipients may not charge indirect costs to the grant if they do not also have a federally recognized indirect cost rate.
6. The project has/has not been awarded project-based rental assistance for a term of fifteen (15) years. Funding is provided under this Scope of Work for the performance period stated in paragraph 4. Additional funding is subject to the availability of annual appropriations.
7. Program income earned during the grant term shall be retained and may either be 1) added to funds committed to the project by HUD and the recipient and used for eligible activities; or 2) used as match.



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
477 Michigan Avenue  
Detroit, MI 48226

**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0188L5F081508**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

## CONTINUUM OF CARE PROGRAM GRANT AGREEMENT

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and City of Lansing (the "Recipient").

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act") and the Continuum of Care Program rule (the "Rule").

The terms "Grant" or "Grant Funds" mean the funds that are provided under this Agreement. The term "Application" means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Regulation.

The Application is incorporated herein as part of this Agreement, except that only the project listed, and only in the amount listed on the Scope of Work exhibit, are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

Exhibit 1, the FY2015 Scope of Work, is attached hereto and made a part hereof. If appropriations are available for Continuum of Care grants; if Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and one or more projects listed on Exhibit 1 for renewal, then additional Scope of Work exhibits may be attached to this Agreement. Those additional exhibits, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date use of funds under this Agreement may begin. Each project will have a performance period that will be listed on the Scope of Work exhibit(s) to this Agreement. For renewal projects, the period of performance shall begin at the end of the Recipient's final operating year for the project being renewed and eligible costs incurred for a project between the end of Recipient's final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement. For each new project funded under this Agreement, Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period and to determine when a project is eligible for renewal. Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without Recipient signature, after the operating start date is established in eLOCCS.

This Agreement shall remain in effect until termination either: 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the final performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;
2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
  - a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
  - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
  - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
  - d. In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
  - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
  - f. Subrecipients will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;

10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0188L5F081508**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

**EXHIBIT 1**  
**SCOPE OF WORK for FY2015 COMPETITION**

1. The project listed on this Scope of Work is governed by the Continuum of Care program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 4 below, is also subject to the terms of the Notice of Funds Availability for the fiscal year listed above.
2. The Continuum that designated Recipient to apply for grant funds (has/has not) been designated a high performing community by HUD for the applicable fiscal year.
3. Recipient is not the only Recipient for the Continuum of Care. HUD's total funding obligation for this grant and project is \$\_\_61836\_\_, allocated between budget line items, as indicated in 4. below.
4. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the project application listed below in the amount specified below to be used during the performance period established below. However, no funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to the Rule and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

<b>Project No.</b>	<b>Performance Period</b>
MI0188L5F081508	09-01-2016- 08-31-2017

Allocated between budget line items as follows:

a. Continuum of Care planning activities	\$ 0
b. UFA costs	\$ 0
c. Acquisition	\$ 0
d. Rehabilitation	\$ 0
e. New construction	\$ 0
f. Leasing	\$ 0
g. Rental assistance	\$ 0
h. Supportive services	\$ 57817
i. Operating costs	\$ 0
j. Homeless Management Information System	\$ 0
k. Administrative costs	\$ 4019

In accordance with the Rule, Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without written amendment to this Agreement.

5. If grant funds will be used for payment of indirect costs, pursuant to 2 CFR 200, Subpart E - Cost Principles, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates (including if the de minimis rate is charged per 2 CFR §200.414) on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. Do not include indirect cost rates for Subrecipients, however, Subrecipients may not charge indirect costs to the grant if they do not also have a federally recognized indirect cost rate.
6. The project has/has not been awarded project-based rental assistance for a term of fifteen (15) years. Funding is provided under this Scope of Work for the performance period stated in paragraph 4. Additional funding is subject to the availability of annual appropriations.
7. Program income earned during the grant term shall be retained and may either be 1) added to funds committed to the project by HUD and the recipient and used for eligible activities; or 2) used as match.



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
477 Michigan Avenue  
Detroit, MI 48226

**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0417L5F081502**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

## CONTINUUM OF CARE PROGRAM GRANT AGREEMENT

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and City of Lansing (the “Recipient”).

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”) and the Continuum of Care Program rule (the “Rule”).

The terms “Grant “ or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Regulation.

The Application is incorporated herein as part of this Agreement, except that only the project listed, and only in the amount listed on the Scope of Work exhibit, are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

Exhibit 1, the FY2015 Scope of Work, is attached hereto and made a part hereof. If appropriations are available for Continuum of Care grants; if Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and one or more projects listed on Exhibit 1 for renewal, then additional Scope of Work exhibits may be attached to this Agreement. Those additional exhibits, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date use of funds under this Agreement may begin. Each project will have a performance period that will be listed on the Scope of Work exhibit(s) to this Agreement. For renewal projects, the period of performance shall begin at the end of the Recipient’s final operating year for the project being renewed and eligible costs incurred for a project between the end of Recipient’s final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement. For each new project funded under this Agreement, Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period and to determine when a project is eligible for renewal. Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without Recipient signature, after the operating start date is established in eLOCCS.

This Agreement shall remain in effect until termination either: 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the final performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;
2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
  - a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
  - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
  - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
  - d. In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
  - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
  - f. Subrecipients will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;

10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0417L5F081502**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

**EXHIBIT 1**  
**SCOPE OF WORK for FY2015 COMPETITION**

1. The project listed on this Scope of Work is governed by the Continuum of Care program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 4 below, is also subject to the terms of the Notice of Funds Availability for the fiscal year listed above.
2. The Continuum that designated Recipient to apply for grant funds (has/has not) been designated a high performing community by HUD for the applicable fiscal year.
3. Recipient is not the only Recipient for the Continuum of Care. HUD's total funding obligation for this grant and project is \$\_\_259181\_\_, allocated between budget line items, as indicated in 4. below.
4. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the project application listed below in the amount specified below to be used during the performance period established below. However, no funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to the Rule and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

<b>Project No.</b>	<b>Performance Period</b>
MI0417L5F081502	09-01-2016- 08-31-2017

Allocated between budget line items as follows:

a. Continuum of Care planning activities	\$ 0
b. UFA costs	\$ 0
c. Acquisition	\$ 0
d. Rehabilitation	\$ 0
e. New construction	\$ 0
f. Leasing	\$ 0
g. Rental assistance	\$ 190032
h. Supportive services	\$ 52189
i. Operating costs	\$ 0
j. Homeless Management Information System	\$ 0
k. Administrative costs	\$ 16960

In accordance with the Rule, Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without written amendment to this Agreement.

5. If grant funds will be used for payment of indirect costs, pursuant to 2 CFR 200, Subpart E - Cost Principles, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates (including if the de minimis rate is charged per 2 CFR §200.414) on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. Do not include indirect cost rates for Subrecipients, however, Subrecipients may not charge indirect costs to the grant if they do not also have a federally recognized indirect cost rate.
6. The project has/has not been awarded project-based rental assistance for a term of fifteen (15) years. Funding is provided under this Scope of Work for the performance period stated in paragraph 4. Additional funding is subject to the availability of annual appropriations.
7. Program income earned during the grant term shall be retained and may either be 1) added to funds committed to the project by HUD and the recipient and used for eligible activities; or 2) used as match.



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
477 Michigan Avenue  
Detroit, MI 48226

**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0194L5F081508**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

## CONTINUUM OF CARE PROGRAM GRANT AGREEMENT

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and City of Lansing (the “Recipient”).

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”) and the Continuum of Care Program rule (the “Rule”).

The terms “Grant “ or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Regulation.

The Application is incorporated herein as part of this Agreement, except that only the project listed, and only in the amount listed on the Scope of Work exhibit, are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

Exhibit 1, the FY2015 Scope of Work, is attached hereto and made a part hereof. If appropriations are available for Continuum of Care grants; if Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and one or more projects listed on Exhibit 1 for renewal, then additional Scope of Work exhibits may be attached to this Agreement. Those additional exhibits, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date use of funds under this Agreement may begin. Each project will have a performance period that will be listed on the Scope of Work exhibit(s) to this Agreement. For renewal projects, the period of performance shall begin at the end of the Recipient’s final operating year for the project being renewed and eligible costs incurred for a project between the end of Recipient’s final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement. For each new project funded under this Agreement, Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period and to determine when a project is eligible for renewal. Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without Recipient signature, after the operating start date is established in eLOCCS.

This Agreement shall remain in effect until termination either: 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the final performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;
2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
  - a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
  - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
  - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
  - d. In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
  - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
  - f. Subrecipients will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;

10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0194L5F081508**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

**EXHIBIT 1**  
**SCOPE OF WORK for FY2015 COMPETITION**

1. The project listed on this Scope of Work is governed by the Continuum of Care program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 4 below, is also subject to the terms of the Notice of Funds Availability for the fiscal year listed above.
2. The Continuum that designated Recipient to apply for grant funds (has/has not) been designated a high performing community by HUD for the applicable fiscal year.
3. Recipient is not the only Recipient for the Continuum of Care. HUD's total funding obligation for this grant and project is \$\_\_40121\_\_, allocated between budget line items, as indicated in 4. below.
4. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the project application listed below in the amount specified below to be used during the performance period established below. However, no funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to the Rule and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

<b>Project No.</b>	<b>Performance Period</b>
MI0194L5F081508	11-01-2016- 10-31-2017

Allocated between budget line items as follows:

a. Continuum of Care planning activities	\$ 0
b. UFA costs	\$ 0
c. Acquisition	\$ 0
d. Rehabilitation	\$ 0
e. New construction	\$ 0
f. Leasing	\$ 0
g. Rental assistance	\$ 0
h. Supportive services	\$ 0
i. Operating costs	\$ 0
j. Homeless Management Information System	\$ 39334
k. Administrative costs	\$ 787

In accordance with the Rule, Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without written amendment to this Agreement.

5. If grant funds will be used for payment of indirect costs, pursuant to 2 CFR 200, Subpart E - Cost Principles, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates (including if the de minimis rate is charged per 2 CFR §200.414) on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. Do not include indirect cost rates for Subrecipients, however, Subrecipients may not charge indirect costs to the grant if they do not also have a federally recognized indirect cost rate.
6. The project has/has not been awarded project-based rental assistance for a term of fifteen (15) years. Funding is provided under this Scope of Work for the performance period stated in paragraph 4. Additional funding is subject to the availability of annual appropriations.
7. Program income earned during the grant term shall be retained and may either be 1) added to funds committed to the project by HUD and the recipient and used for eligible activities; or 2) used as match.



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
477 Michigan Avenue  
Detroit, MI 48226

**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0193L5F081508**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

## **CONTINUUM OF CARE PROGRAM GRANT AGREEMENT**

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and City of Lansing (the “Recipient”).

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”) and the Continuum of Care Program rule (the “Rule”).

The terms “Grant “ or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Regulation.

The Application is incorporated herein as part of this Agreement, except that only the project listed, and only in the amount listed on the Scope of Work exhibit, are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

Exhibit 1, the FY2015 Scope of Work, is attached hereto and made a part hereof. If appropriations are available for Continuum of Care grants; if Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and one or more projects listed on Exhibit 1 for renewal, then additional Scope of Work exhibits may be attached to this Agreement. Those additional exhibits, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date use of funds under this Agreement may begin. Each project will have a performance period that will be listed on the Scope of Work exhibit(s) to this Agreement. For renewal projects, the period of performance shall begin at the end of the Recipient’s final operating year for the project being renewed and eligible costs incurred for a project between the end of Recipient’s final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement. For each new project funded under this Agreement, Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period and to determine when a project is eligible for renewal. Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without Recipient signature, after the operating start date is established in eLOCCS.

This Agreement shall remain in effect until termination either: 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the final performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;
2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
  - a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
  - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
  - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
  - d. In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
  - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
  - f. Subrecipients will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;

10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0193L5F081508**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

**EXHIBIT 1**  
**SCOPE OF WORK for FY2015 COMPETITION**

1. The project listed on this Scope of Work is governed by the Continuum of Care program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 4 below, is also subject to the terms of the Notice of Funds Availability for the fiscal year listed above.
2. The Continuum that designated Recipient to apply for grant funds (has/has not) been designated a high performing community by HUD for the applicable fiscal year.
3. Recipient is not the only Recipient for the Continuum of Care. HUD's total funding obligation for this grant and project is \$\_\_24457\_\_, allocated between budget line items, as indicated in 4. below.
4. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the project application listed below in the amount specified below to be used during the performance period established below. However, no funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to the Rule and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

<b>Project No.</b>	<b>Performance Period</b>
MI0193L5F081508	-

Allocated between budget line items as follows:

a. Continuum of Care planning activities	\$ 0
b. UFA costs	\$ 0
c. Acquisition	\$ 0
d. Rehabilitation	\$ 0
e. New construction	\$ 0
f. Leasing	\$ 0
g. Rental assistance	\$ 0
h. Supportive services	\$ 0
i. Operating costs	\$ 0
j. Homeless Management Information System	\$ 22858
k. Administrative costs	\$ 1599

In accordance with the Rule, Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without written amendment to this Agreement.

5. If grant funds will be used for payment of indirect costs, pursuant to 2 CFR 200, Subpart E - Cost Principles, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates (including if the de minimis rate is charged per 2 CFR §200.414) on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. Do not include indirect cost rates for Subrecipients, however, Subrecipients may not charge indirect costs to the grant if they do not also have a federally recognized indirect cost rate.
6. The project has/has not been awarded project-based rental assistance for a term of fifteen (15) years. Funding is provided under this Scope of Work for the performance period stated in paragraph 4. Additional funding is subject to the availability of annual appropriations.
7. Program income earned during the grant term shall be retained and may either be 1) added to funds committed to the project by HUD and the recipient and used for eligible activities; or 2) used as match.



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
477 Michigan Avenue  
Detroit, MI 48226

**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0193L5F081508**  
**Effective Date: 10/4/2016**  
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Recipient agrees:

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2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
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  - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
  - d. In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
  - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
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9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;

10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
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**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0193L5F081508**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

**EXHIBIT 1**  
**SCOPE OF WORK for FY2015 COMPETITION**

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2. The Continuum that designated Recipient to apply for grant funds (has/has not) been designated a high performing community by HUD for the applicable fiscal year.
3. Recipient is not the only Recipient for the Continuum of Care. HUD's total funding obligation for this grant and project is \$\_\_24457\_\_, allocated between budget line items, as indicated in 4. below.
4. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the project application listed below in the amount specified below to be used during the performance period established below. However, no funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to the Rule and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

<b>Project No.</b>	<b>Performance Period</b>
MI0193L5F081508	02-01-2016- 01-31-2017

Allocated between budget line items as follows:

a. Continuum of Care planning activities	\$ 0
b. UFA costs	\$ 0
c. Acquisition	\$ 0
d. Rehabilitation	\$ 0
e. New construction	\$ 0
f. Leasing	\$ 0
g. Rental assistance	\$ 0
h. Supportive services	\$ 0
i. Operating costs	\$ 0
j. Homeless Management Information System	\$ 22858
k. Administrative costs	\$ 1599

In accordance with the Rule, Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without written amendment to this Agreement.

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U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
477 Michigan Avenue  
Detroit, MI 48226

**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0409L5F081502**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

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Exhibit 1, the FY2015 Scope of Work, is attached hereto and made a part hereof. If appropriations are available for Continuum of Care grants; if Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and one or more projects listed on Exhibit 1 for renewal, then additional Scope of Work exhibits may be attached to this Agreement. Those additional exhibits, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date use of funds under this Agreement may begin. Each project will have a performance period that will be listed on the Scope of Work exhibit(s) to this Agreement. For renewal projects, the period of performance shall begin at the end of the Recipient’s final operating year for the project being renewed and eligible costs incurred for a project between the end of Recipient’s final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement. For each new project funded under this Agreement, Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period and to determine when a project is eligible for renewal. Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without Recipient signature, after the operating start date is established in eLOCCS.

This Agreement shall remain in effect until termination either: 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the final performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;
2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
  - a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
  - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
  - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
  - d. In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
  - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
  - f. Subrecipients will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;

10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0409L5F081502**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

EXHIBIT 1  
SCOPE OF WORK for FY2015 COMPETITION

1. The project listed on this Scope of Work is governed by the Continuum of Care program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 4 below, is also subject to the terms of the Notice of Funds Availability for the fiscal year listed above.
2. The Continuum that designated Recipient to apply for grant funds (has/has not) been designated a high performing community by HUD for the applicable fiscal year.
3. Recipient is not the only Recipient for the Continuum of Care. HUD's total funding obligation for this grant and project is \$\_\_136734\_\_, allocated between budget line items, as indicated in 4. below.
4. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the project application listed below in the amount specified below to be used during the performance period established below. However, no funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to the Rule and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

<b>Project No.</b>	<b>Performance Period</b>
MI0409L5F081502	09-01-2016- 08-31-2017

Allocated between budget line items as follows:

a. Continuum of Care planning activities	\$ 0
b. UFA costs	\$ 0
c. Acquisition	\$ 0
d. Rehabilitation	\$ 0
e. New construction	\$ 0
f. Leasing	\$ 97981
g. Rental assistance	\$ 0
h. Supportive services	\$ 26750
i. Operating costs	\$ 3113
j. Homeless Management Information System	\$ 0
k. Administrative costs	\$ 8890

In accordance with the Rule, Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without written amendment to this Agreement.

5. If grant funds will be used for payment of indirect costs, pursuant to 2 CFR 200, Subpart E - Cost Principles, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates (including if the de minimis rate is charged per 2 CFR §200.414) on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. Do not include indirect cost rates for Subrecipients, however, Subrecipients may not charge indirect costs to the grant if they do not also have a federally recognized indirect cost rate.
6. The project has/has not been awarded project-based rental assistance for a term of fifteen (15) years. Funding is provided under this Scope of Work for the performance period stated in paragraph 4. Additional funding is subject to the availability of annual appropriations.
7. Program income earned during the grant term shall be retained and may either be 1) added to funds committed to the project by HUD and the recipient and used for eligible activities; or 2) used as match.



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
477 Michigan Avenue  
Detroit, MI 48226

**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0199L5F081508**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

## **CONTINUUM OF CARE PROGRAM GRANT AGREEMENT**

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and City of Lansing (the “Recipient”).

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”) and the Continuum of Care Program rule (the “Rule”).

The terms “Grant “ or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Regulation.

The Application is incorporated herein as part of this Agreement, except that only the project listed, and only in the amount listed on the Scope of Work exhibit, are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

Exhibit 1, the FY2015 Scope of Work, is attached hereto and made a part hereof. If appropriations are available for Continuum of Care grants; if Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and one or more projects listed on Exhibit 1 for renewal, then additional Scope of Work exhibits may be attached to this Agreement. Those additional exhibits, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date use of funds under this Agreement may begin. Each project will have a performance period that will be listed on the Scope of Work exhibit(s) to this Agreement. For renewal projects, the period of performance shall begin at the end of the Recipient’s final operating year for the project being renewed and eligible costs incurred for a project between the end of Recipient’s final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement. For each new project funded under this Agreement, Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period and to determine when a project is eligible for renewal. Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without Recipient signature, after the operating start date is established in eLOCCS.

This Agreement shall remain in effect until termination either: 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the final performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;
2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
  - a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
  - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
  - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
  - d. In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
  - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
  - f. Subrecipients will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;

10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0199L5F081508**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

**EXHIBIT 1**  
**SCOPE OF WORK for FY2015 COMPETITION**

1. The project listed on this Scope of Work is governed by the Continuum of Care program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 4 below, is also subject to the terms of the Notice of Funds Availability for the fiscal year listed above.
2. The Continuum that designated Recipient to apply for grant funds (has/has not) been designated a high performing community by HUD for the applicable fiscal year.
3. Recipient is not the only Recipient for the Continuum of Care. HUD's total funding obligation for this grant and project is \$\_\_71943\_\_, allocated between budget line items, as indicated in 4. below.
4. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the project application listed below in the amount specified below to be used during the performance period established below. However, no funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to the Rule and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

<b>Project No.</b>	<b>Performance Period</b>
MI0199L5F081508	06-01-2016- 05-31-2017

Allocated between budget line items as follows:

a. Continuum of Care planning activities	\$ 0
b. UFA costs	\$ 0
c. Acquisition	\$ 0
d. Rehabilitation	\$ 0
e. New construction	\$ 0
f. Leasing	\$ 0
g. Rental assistance	\$ 47304
h. Supportive services	\$ 21605
i. Operating costs	\$ 0
j. Homeless Management Information System	\$ 0
k. Administrative costs	\$ 3034

In accordance with the Rule, Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without written amendment to this Agreement.

5. If grant funds will be used for payment of indirect costs, pursuant to 2 CFR 200, Subpart E - Cost Principles, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates (including if the de minimis rate is charged per 2 CFR §200.414) on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. Do not include indirect cost rates for Subrecipients, however, Subrecipients may not charge indirect costs to the grant if they do not also have a federally recognized indirect cost rate.
6. The project has/has not been awarded project-based rental assistance for a term of fifteen (15) years. Funding is provided under this Scope of Work for the performance period stated in paragraph 4. Additional funding is subject to the availability of annual appropriations.
7. Program income earned during the grant term shall be retained and may either be 1) added to funds committed to the project by HUD and the recipient and used for eligible activities; or 2) used as match.



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
477 Michigan Avenue  
Detroit, MI 48226

**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0196L5F081508**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

## **CONTINUUM OF CARE PROGRAM GRANT AGREEMENT**

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and City of Lansing (the "Recipient").

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act") and the Continuum of Care Program rule (the "Rule").

The terms "Grant" or "Grant Funds" mean the funds that are provided under this Agreement. The term "Application" means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Regulation.

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Exhibit 1, the FY2015 Scope of Work, is attached hereto and made a part hereof. If appropriations are available for Continuum of Care grants; if Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and one or more projects listed on Exhibit 1 for renewal, then additional Scope of Work exhibits may be attached to this Agreement. Those additional exhibits, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date use of funds under this Agreement may begin. Each project will have a performance period that will be listed on the Scope of Work exhibit(s) to this Agreement. For renewal projects, the period of performance shall begin at the end of the Recipient's final operating year for the project being renewed and eligible costs incurred for a project between the end of Recipient's final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement. For each new project funded under this Agreement, Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period and to determine when a project is eligible for renewal. Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without Recipient signature, after the operating start date is established in eLOCCS.

This Agreement shall remain in effect until termination either: 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the final performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;
2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
  - a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
  - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
  - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
  - d. In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
  - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
  - f. Subrecipients will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;

10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0196L5F081508**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

**EXHIBIT 1**  
**SCOPE OF WORK for FY2015 COMPETITION**

1. The project listed on this Scope of Work is governed by the Continuum of Care program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 4 below, is also subject to the terms of the Notice of Funds Availability for the fiscal year listed above.
2. The Continuum that designated Recipient to apply for grant funds (has/has not) been designated a high performing community by HUD for the applicable fiscal year.
3. Recipient is not the only Recipient for the Continuum of Care. HUD's total funding obligation for this grant and project is \$\_\_714239\_\_, allocated between budget line items, as indicated in 4. below.
4. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the project application listed below in the amount specified below to be used during the performance period established below. However, no funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to the Rule and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

<b>Project No.</b>	<b>Performance Period</b>
MI0196L5F081508	01-01-2017- 12-31-2017

Allocated between budget line items as follows:

a. Continuum of Care planning activities	\$ 0
b. UFA costs	\$ 0
c. Acquisition	\$ 0
d. Rehabilitation	\$ 0
e. New construction	\$ 0
f. Leasing	\$ 0
g. Rental assistance	\$ 575184
h. Supportive services	\$ 106417
i. Operating costs	\$ 0
j. Homeless Management Information System	\$ 0
k. Administrative costs	\$ 32638

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5. If grant funds will be used for payment of indirect costs, pursuant to 2 CFR 200, Subpart E - Cost Principles, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates (including if the de minimis rate is charged per 2 CFR §200.414) on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. Do not include indirect cost rates for Subrecipients, however, Subrecipients may not charge indirect costs to the grant if they do not also have a federally recognized indirect cost rate.
6. The project has/has not been awarded project-based rental assistance for a term of fifteen (15) years. Funding is provided under this Scope of Work for the performance period stated in paragraph 4. Additional funding is subject to the availability of annual appropriations.
7. Program income earned during the grant term shall be retained and may either be 1) added to funds committed to the project by HUD and the recipient and used for eligible activities; or 2) used as match.



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
477 Michigan Avenue  
Detroit, MI 48226

**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0376L5F081504**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

## CONTINUUM OF CARE PROGRAM GRANT AGREEMENT

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and City of Lansing (the “Recipient”).

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”) and the Continuum of Care Program rule (the “Rule”).

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1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;
2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
  - a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
  - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
  - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
  - d. In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
  - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
  - f. Subrecipients will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;

10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0376L5F081504**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

**EXHIBIT 1**  
**SCOPE OF WORK for FY2015 COMPETITION**

1. The project listed on this Scope of Work is governed by the Continuum of Care program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 4 below, is also subject to the terms of the Notice of Funds Availability for the fiscal year listed above.
2. The Continuum that designated Recipient to apply for grant funds (has/has not) been designated a high performing community by HUD for the applicable fiscal year.
3. Recipient is not the only Recipient for the Continuum of Care. HUD's total funding obligation for this grant and project is \$\_\_176139\_\_, allocated between budget line items, as indicated in 4. below.
4. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the project application listed below in the amount specified below to be used during the performance period established below. However, no funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to the Rule and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

<b>Project No.</b>	<b>Performance Period</b>
MI0376L5F081504	07-01-2016- 06-30-2017

Allocated between budget line items as follows:

a. Continuum of Care planning activities	\$ 0
b. UFA costs	\$ 0
c. Acquisition	\$ 0
d. Rehabilitation	\$ 0
e. New construction	\$ 0
f. Leasing	\$ 0
g. Rental assistance	\$ 138720
h. Supportive services	\$ 27743
i. Operating costs	\$ 0
j. Homeless Management Information System	\$ 0
k. Administrative costs	\$ 9676

In accordance with the Rule, Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without written amendment to this Agreement.

5. If grant funds will be used for payment of indirect costs, pursuant to 2 CFR 200, Subpart E - Cost Principles, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates (including if the de minimis rate is charged per 2 CFR §200.414) on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. Do not include indirect cost rates for Subrecipients, however, Subrecipients may not charge indirect costs to the grant if they do not also have a federally recognized indirect cost rate.
6. The project has/has not been awarded project-based rental assistance for a term of fifteen (15) years. Funding is provided under this Scope of Work for the performance period stated in paragraph 4. Additional funding is subject to the availability of annual appropriations.
7. Program income earned during the grant term shall be retained and may either be 1) added to funds committed to the project by HUD and the recipient and used for eligible activities; or 2) used as match.



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
477 Michigan Avenue  
Detroit, MI 48226

**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0198L5F081508**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

## CONTINUUM OF CARE PROGRAM GRANT AGREEMENT

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and City of Lansing (the “Recipient”).

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”) and the Continuum of Care Program rule (the “Rule”).

The terms “Grant “ or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Regulation.

The Application is incorporated herein as part of this Agreement, except that only the project listed, and only in the amount listed on the Scope of Work exhibit, are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

Exhibit 1, the FY2015 Scope of Work, is attached hereto and made a part hereof. If appropriations are available for Continuum of Care grants; if Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and one or more projects listed on Exhibit 1 for renewal, then additional Scope of Work exhibits may be attached to this Agreement. Those additional exhibits, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date use of funds under this Agreement may begin. Each project will have a performance period that will be listed on the Scope of Work exhibit(s) to this Agreement. For renewal projects, the period of performance shall begin at the end of the Recipient’s final operating year for the project being renewed and eligible costs incurred for a project between the end of Recipient’s final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement. For each new project funded under this Agreement, Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period and to determine when a project is eligible for renewal. Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without Recipient signature, after the operating start date is established in eLOCCS.

This Agreement shall remain in effect until termination either: 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the final performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;
2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
  - a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
  - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
  - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
  - d. In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
  - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
  - f. Subrecipients will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;

10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0198L5F081508**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

**EXHIBIT 1**  
**SCOPE OF WORK for FY2015 COMPETITION**

1. The project listed on this Scope of Work is governed by the Continuum of Care program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 4 below, is also subject to the terms of the Notice of Funds Availability for the fiscal year listed above.
2. The Continuum that designated Recipient to apply for grant funds (has/has not) been designated a high performing community by HUD for the applicable fiscal year.
3. Recipient is not the only Recipient for the Continuum of Care. HUD's total funding obligation for this grant and project is \$\_\_144944\_\_, allocated between budget line items, as indicated in 4. below.
4. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the project application listed below in the amount specified below to be used during the performance period established below. However, no funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to the Rule and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

<b>Project No.</b>	<b>Performance Period</b>
MI0198L5F081508	07-01-2016- 06-30-2017

Allocated between budget line items as follows:

a. Continuum of Care planning activities	\$ 0
b. UFA costs	\$ 0
c. Acquisition	\$ 0
d. Rehabilitation	\$ 0
e. New construction	\$ 0
f. Leasing	\$ 14400
g. Rental assistance	\$ 0
h. Supportive services	\$ 116895
i. Operating costs	\$ 4083
j. Homeless Management Information System	\$ 0
k. Administrative costs	\$ 9566

In accordance with the Rule, Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without written amendment to this Agreement.

5. If grant funds will be used for payment of indirect costs, pursuant to 2 CFR 200, Subpart E - Cost Principles, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates (including if the de minimis rate is charged per 2 CFR §200.414) on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. Do not include indirect cost rates for Subrecipients, however, Subrecipients may not charge indirect costs to the grant if they do not also have a federally recognized indirect cost rate.
6. The project has/has not been awarded project-based rental assistance for a term of fifteen (15) years. Funding is provided under this Scope of Work for the performance period stated in paragraph 4. Additional funding is subject to the availability of annual appropriations.
7. Program income earned during the grant term shall be retained and may either be 1) added to funds committed to the project by HUD and the recipient and used for eligible activities; or 2) used as match.



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
477 Michigan Avenue  
Detroit, MI 48226

**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0200L5F081508**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

## **CONTINUUM OF CARE PROGRAM GRANT AGREEMENT**

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and City of Lansing (the "Recipient").

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act") and the Continuum of Care Program rule (the "Rule").

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Exhibit 1, the FY2015 Scope of Work, is attached hereto and made a part hereof. If appropriations are available for Continuum of Care grants; if Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and one or more projects listed on Exhibit 1 for renewal, then additional Scope of Work exhibits may be attached to this Agreement. Those additional exhibits, when attached, will also become a part hereof.

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This Agreement shall remain in effect until termination either: 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the final performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;
2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
  - a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
  - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
  - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
  - d. In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
  - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
  - f. Subrecipients will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;

10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

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The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

**Tax ID No.: 38-6004628**  
**CoC Program Grant Number: MI0200L5F081508**  
**Effective Date: 10/4/2016**  
**DUNS No.: 069835882 - 0000**

**EXHIBIT 1**  
**SCOPE OF WORK for FY2015 COMPETITION**

1. The project listed on this Scope of Work is governed by the Continuum of Care program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 4 below, is also subject to the terms of the Notice of Funds Availability for the fiscal year listed above.
2. The Continuum that designated Recipient to apply for grant funds (has/has not) been designated a high performing community by HUD for the applicable fiscal year.
3. Recipient is not the only Recipient for the Continuum of Care. HUD's total funding obligation for this grant and project is \$\_\_105870\_\_, allocated between budget line items, as indicated in 4. below.
4. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the project application listed below in the amount specified below to be used during the performance period established below. However, no funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to the Rule and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

<b>Project No.</b>	<b>Performance Period</b>
MI0200L5F081508	07-01-2016- 06-30-2017

Allocated between budget line items as follows:

a. Continuum of Care planning activities	\$ 0
b. UFA costs	\$ 0
c. Acquisition	\$ 0
d. Rehabilitation	\$ 0
e. New construction	\$ 0
f. Leasing	\$ 0
g. Rental assistance	\$ 0
h. Supportive services	\$ 41160
i. Operating costs	\$ 58370
j. Homeless Management Information System	\$ 0
k. Administrative costs	\$ 6340

In accordance with the Rule, Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without written amendment to this Agreement.

5. If grant funds will be used for payment of indirect costs, pursuant to 2 CFR 200, Subpart E - Cost Principles, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates (including if the de minimis rate is charged per 2 CFR §200.414) on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. Do not include indirect cost rates for Subrecipients, however, Subrecipients may not charge indirect costs to the grant if they do not also have a federally recognized indirect cost rate.
6. The project has/has not been awarded project-based rental assistance for a term of fifteen (15) years. Funding is provided under this Scope of Work for the performance period stated in paragraph 4. Additional funding is subject to the availability of annual appropriations.
7. Program income earned during the grant term shall be retained and may either be 1) added to funds committed to the project by HUD and the recipient and used for eligible activities; or 2) used as match.

**CoL FY 2016-2017 HUD CoC GRANT ACCOUNTS**

<b>AGENCY NAME</b>	<b>ACCOUNT NUMBERS</b>	<b>Project Number</b>	<b>Account Description</b>	<b>(2015 NOFA Awards)</b>	<b>Start Date</b>	<b>End Date</b>	<b>TOTAL AMT</b>	<b>Acct AMT</b>	<b>BUDGET DETAILS</b>
Advent House/ Next Step Housing V012086	273.673710.961744		Supportive Services	MI0507L5F081500	TBD	TBD	\$172,321	\$38,510	Supp Svs
	273.673710.961748		Rental Asst					\$123,144	Rental Assistance
	273.673710.961600		Admin					\$5,334	Agency Admin
	273.673710.741600		Admin City					\$5,333	City Admin
Advent House/PSH for Families V012086	273.673710.961744		Supportive Services	MI0199L5F081508	6/1/2016	5/31/2017	\$71,943	\$21,605	Supp Svs
	273.673710.961741		Operating					\$47,304	Rental Assistance
	273.673710.961600		Admin					\$1,517	Agency Admin
	273.673710.741600		Admin City					\$1,517	City Admin
Advent House/ Hope Housing V012086	273.673710.961744		Supportive Services	MI0483L5F081500	TBD	TBD	\$143,428	\$40,992	Supp Svs
	273.673710.961748		Rental Asst					\$93,600	Rental Assistance
	273.673710.961600		Admin					\$4,418	Agency Admin
	273.673710.741600		Admin City					\$4,418	City Admin
CACs/EFHTRR V005300	273.673710.961744		Supportive Services	MI0417L5F081502	9/1/2016	8/31/2017	\$259,181	\$52,189	Supp Svs
	273.673710.961748		Rental Asst					\$190,032	Rental Assistance
	273.673710.961600		Admin					\$8,480	Agency Admin
	273.673710.741600		Admin City					\$8,480	City Admin
CFC Gateway/Crossroads V004315 (A3)	273.673710.961744		Supportive Services	MI0188L5F081508	9/1/2016	8/31/2017	\$61,836	\$57,817	Supp Svs
	273.673710.961600		Admin					\$2,010	Agency Admin
	273.673710.741600		Admin City					\$2,009	City Admin
GLHC/Walnut V800926	273.673710.961744		Supportive Services	MI0200L5F081508	7/1/2016	6/30/2017	\$105,870	\$41,160	Supp Svs
	273.673710.961741		Operating					\$58,370	Operating
	273.673710.961600		Admin					\$3,170	Agency Admin
	273.673710.741600		Admin City					\$3,170	City Admin
HMIS I -City	273.673710.961744		Supportive Services	MI0194L5F081508	11/1/2016	10/31/2017	\$40,121	\$39,334	HMIS
	273.673710.741600		Admin City					\$787	City Admin
HMIS II -City	273.673710.961744		Supportive Services	MI0193L5F081508	2/1/2016	1/31/2017	\$24,457	\$22,858	HMIS
	273.673710.741600		Admin City					\$1,599	City Admin
MMRS/Sober Center V033830	273.673710.961744		Supportive Services	MI0198L5F081508	7/1/2016	6/30/2017	\$144,944	\$116,895	Supp Svs
	273.673710.961745		Leasing					\$14,400	Leasing
	273.673710.961741		Operating					\$4,083	Operating
	273.673710.961600		Admin					\$4,783	Agency Admin
	273.673710.741600		Admin City					\$4,783	City Admin
LHC/PSH 2 V028657	273.673710.961744		Supportive Services	MI0196L5F081508	1/1/2017	12/31/2017	\$714,239	\$106,417	Supp Svs
	273.673710.961748		Rental Asst					\$575,184	Rental Assistance
	273.673710.961600		Admin					\$16,319	Agency Admin
	273.673710.741600		Admin City					\$16,319	City Admin
LHC/PSH Bonus V028657	273.673710.961744		Supportive Services	MI0376L5F081504	7/1/2016	6/30/2017	\$176,139	\$27,743	Supp Svs
	273.673710.961748		Rental Asst					\$138,720	Rental Assistance
	273.673710.961600		Admin					\$4,838	Agency Admin
	273.673710.741600		Admin City					\$4,838	City Admin
LHC/Shelter + Care V028657	273.673710.961748		Rental Asst	MI0195L5F081508	5/1/2016	4/30/2017	\$311,844	\$293,760	Rental Assistance
	273.673710.961600		Admin					\$9,042	Agency Admin
	273.673710.741600		Admin City					\$9,042	City Admin
VOAMI/PSH 1 V010841	273.673710.961744		Supportive Services	MI0409L5F081502	9/1/2016	8/30/2017	\$136,734	\$26,750	Supp Svs
	273.673710.961745		Leasing					\$97,981	Leasing
	273.673710.961741		Operating					\$3,113	Operating
	273.673710.961600		Admin					\$4,445	Agency Admin
	273.673710.741600		Admin City					\$4,445	City Admin
VOAMI/PSH 2 V010841	273.673710.961744		Supportive Services	MI0506L5F081500	TBD	TBD	\$137,929	\$28,044	Supp Svs
	273.673710.961745		Leasing					\$97,943	Leasing
	273.673710.961741		Operating					\$3,052	Operating
	273.673710.961600		Admin					\$4,445	Agency Admin
	273.673710.741600		Admin City					\$4,445	City Admin
COC PLANNING -City	273.673710.961744		Supp Serv	MI0484L5F081500	7/1/2016	6/30/2017	\$65,628	\$65,628	Supp Svs

		City Admin
Advent House/ Next	MI0507L5F081500	\$5,333
Advent House/PSH for	MI0199L5F081508	1,517
Advent House/ Hope	MI0483L5F081500	4,418
CACS/EFHTRR	MI0417L5F081502	8,480
CFC Gateway/Crossroads	MI0188L5F081508	2,009
GLHC/Walnut	MI0200L5F081508	3,170
HMIS I -City	MI0194L5F081508	787
HMIS II -City	MI0193L5F081508	1,599
MMRS/Sober Center	MI0198L5F081508	4,783
LHC/PSH 2	MI0196L5F081508	16,319
LHC/PSH Bonus	MI0376L5F081504	4,838
LHC/Shelter + Care	MI0195L5F081508	9,042
VOAMI/PSH 1	MI0409L5F081502	4,445
VOAMI/PSH 2	MI0506L5F081500	4,445
	TOTAL	\$71,185
	0.16%	\$427.11

**CoL HRCS FY 2016-2017 MSHDA ESG GRANT ACCOUNTS**      TOTAL AMOUNT \$364,897

DESCRIPTION	AGENCY NAME	ACCOUNT NUMBERS	Project Number	Account Description	(2016-17 MSHDA Awards)	Start Date	End Date	TOTAL AMT	Acct AMT	BUDGET DETAILS
Management Oversight	HRCS	273.673710.702000		HRCS/City-Salary Offset	HML-2016-City of -384-ESF	10/1/2016	9/30/2017	<b>\$211,714</b>	\$14,800	Salaries
HMIS	HRCS	273.833730.961744		Contractor/HMIS Analyst					\$6,351	Supportive Services
HARA	VOA-MI V010841	273.673710.961741		Operating					\$126,984	Operating
		273.673710.961744		Supportive Services					\$63,579	Supportive Services
Management Oversight	HRCS	273.673710.702000		HRCS/City-Salary Offset	HML-2017-City of -384-ESM	10/1/2016	9/30/2017	<b>\$153,183</b>	\$10,722	Salaries
HMIS	HRCS	273.833730.961744		Contractor/HMIS Analyst					\$4,595	Supportive Services
HARA	VOA-MI V010841	273.673710.961744		Supportive Services					\$21,098	Supportive Services
SHELTER	Emergency Shelters	273.673710.741264		Shelter Operations					\$102,171	Shelter Operations
OUTREACH	TBD	273.673710.741264		Shelter Outreach					\$14,596	Shelter Operations
<b>TOTAL 2016-17 MSHDA ESG GRANT FUNDING</b>								<b>\$364,897</b>		

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

**WHEREAS**, the Department of Human Relations and Community Services (HRCS) as the Collaborative Applicant for the Continuum of Care for the Lansing, East Lansing, Ingham County area, will be receiving renewal grants from the Department of Housing and Urban Development (HUD) under the 2015 Continuum of Care Homeless Assistance Programs Notice of Funding Availability (NOFA) application; and

**WHEREAS**, these renewal grants will help fund programs for at least the following agencies: Advent House Ministries, Capital Area Community Services, Child and Family Charities - Gateway Division, Greater Lansing Housing Coalition, Mid-Michigan Recovery Services, Lansing Housing Commission, Volunteers of America Michigan, and the HRCS -HMIS and Planning funds, for a one-year period to support existing Continuum of Care initiatives; and

**WHEREAS**, the HRCS Department is to receive from HUD an amount up to **\$\$2,566,614**; and

**WHEREAS**, each agency shall be responsible for securing the required cash or in-kind match requirements stipulated by HUD in receiving said grants, while HRCS will continue to be responsible for securing a 25% cash and in-kind match for the HMIS and Planning grants;

**NOW, THEREFORE, BE IT RESOLVED** the City of Lansing, Michigan, accepts the terms of the grant application as stipulated by HUD and the City of Lansing does hereby specifically agree, but not by way of limitation, as follows:

1. That the administration is authorized to create appropriate accounts and transfer necessary funds to administer and monitor the grants and to appropriate such additional funds as shall be necessary to complete the project subject to the City Council transfer policies.
2. To maintain satisfactory financial accounts, documents, and records to make them available to HUD for auditing at reasonable times.
3. To implement the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreements.
4. To authorize the Mayor of the City of Lansing to be the local authorized representative to sign documents in behalf of the City of Lansing.
5. To comply with any and all terms of said HUD agreements, including all terms not specifically set forth in the foregoing portion of this resolution.



**OFFICE OF THE MAYOR**

9th Floor, City Hall  
124 W. Michigan Avenue  
Lansing, Michigan 48933-1694  
(517) 483-4141 (voice)  
(517) 483-4479 (TDD)  
(517) 483-6066 (Fax)

Virg Bernero, Mayor

TO: City Council President Judi Brown Clarke and Councilmembers  
FROM: Mayor Virg Bernero  
DATE: 10/7/16  
RE: Acceptance of Pre-Disaster Mitigation Competitive Grants - Phases 4 & 5

---

The attached correspondence is forwarded for your review and appropriate action.

VB/rh  
Attachment



Virg Bernero, Mayor

**City of Lansing**  
**Inter-Departmental**  
**Memorandum**



To: Virg Bernero, Mayor

From: Susan Stachowiak, Zoning Administrator

Subject: CITY COUNCIL AGENDA ITEM  
Acceptance of Pre-Disaster Mitigation Competitive Grants - Phases 4 & 5

Date: October 5, 2016

---

The City of Lansing Development Office and LFD Emergency Management Division continue to work on acquiring vacant land and residential structures **on a voluntary basis** in the 100-year flood plain in two areas of the city: the *Baker-Donora* and *Urbandale* neighborhoods. This application is to use Federal Emergency Management Agency (FEMA) funds to continue this effort with the acquisition of five residential properties out of a pool of nine.

At its October 4, 2016 meeting, the Planning Board reviewed the grant in accordance with Act 33 procedures and voted unanimously (6-0) to recommend approval of the FEMA grants and proposed acquisition of properties; and

Please forward this resolution to City Council for placement on the Agenda.

If you have any questions, or need additional information, please give me a call.

**Attachments**

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

Approval to Accept Pre-Disaster Mitigation Competitive Grants  
(Phases 4 and 5)

WHEREAS, the City of Lansing has applied through the State of Michigan, Michigan State Police, Emergency Management and Homeland Security Division for Federal Emergency Management Agency (FEMA) Pre-Disaster Mitigation Grants; and

WHEREAS, the Lansing City Council reviewed and authorized submission of the grants to FEMA; and

WHEREAS, FEMA has awarded the following in grant funds to be used over a multi-year period for the City of Lansing to reduce the risk of flooding; and

Phase 4:	\$53,618
Phase 5:	\$262,420

WHEREAS, the required Phase 4 match of \$17,837 and Phase 5 match of \$87,437 will be met through the Planning and Neighborhood Development Office using Community Development Block Grant (CDBG) funds from its current and future budget allocated for acquisition; and

WHEREAS, the FEMA Pre-Disaster Mitigation grants will provide funds for voluntary acquisition up to 9 properties; and

WHEREAS, the acquisition of these properties and demolition of existing structures is expected to reduce the rates for flood insurance for all rate payers in the City; and

WHEREAS, the acquisition and demolition of existing structures is expected to reduce the risk of harm to life and property for those owners who choose to relocate to flood safe areas and to reduce the need for emergency services in a serious flood event; and

WHEREAS, existing structures will be razed using these grant funds and the resultant vacant parcels may be used for community gardens, urban farming, natural areas, recreation or other purposes as permitted by FEMA; and

WHEREAS, the acquisition of these properties and demolition of existing structures is expected to:

- Reduce the risk of harm to life and property for those owners, who choose to move to flood-safe areas,
- Reduce the rates for flood insurance for all flood insurance rate payers in the City, and
- Reduce the need for emergency services in a serious flood event; and

WHEREAS, the reduction of risk in flood-prone areas is a priority under the City's consolidated strategy and Plan for the use of CDBG and NSP funds; and

WHEREAS, the FEMA grant includes potential acquisition of the following properties with grant funds:

Phase 4: 623 S. Magnolia

Phase 5: 708 S. Foster, 605 S. Foster, 707 S. Magnolia, 806 Fayette, 810 Fayette, 600 S. Hayford, 816 Beulah, and 719 S. Magnolia

WHEREAS, at its October 4, 2016 meeting, the Planning Board reviewed the grant in accordance with Act 33 procedures and voted unanimously (6-0) to recommend approval of the FEMA grants and proposed acquisition of properties; and

NOW, THEREFORE, BE IT RESOLVED, that the Lansing City Council approves the acceptance of the grant and acquisition of the properties for the purpose written above and completing the activities funded through the Pre-Disaster Mitigation grants.

BE IT FURTHER RESOLVED that Virg Bernero, Mayor of the City of Lansing, is authorized to accept the above described awards in the amounts of \$53,618 and the required match of \$17,837 for Phase 4, and \$262,420 and the required match of \$87,437 for Phase 5, and that he shall be authorized to sign the grant agreement, establish new and separate expenditure accounts as necessary, acquire the properties, and take other action required to implement the grant.

**GENERAL INFORMATION**

APPLICANT: City of Lansing  
Development Office  
316 N. Capitol Avenue  
Lansing, MI 48933

STATUS OF APPLICANT: Prospective purchaser

APPLICANT'S PROPOSAL: The Development Office and LFD Emergency Management Division continue to work on acquiring vacant land and residential structures **on a voluntary basis** in the 100-year flood plain in two areas of the city: the *Baker-Donora* and *Urbandale* neighborhoods. This application is to use Federal Emergency Management Agency (FEMA) funds to continue this effort with the acquisition of five residential properties out of a pool of nine.

EXISTING AND SURROUNDING LAND USE: One and/or Two Family Residential Structures/  
Vacant lots

EXISTING AND SURROUNDING ZONING: Urbandale Properties: "B" Residential;  
Baker Donora Properties: "C" Residential

PROPOSED ZONING: No change

PROPERTY SIZE & SHAPE: Small scale residential, mostly rectangular

MASTER PLAN DESIGNATION: The *Design Lansing* Comprehensive Plan designates these areas for Medium-Low Density Residential

**AGENCY RESPONSES**

Building Safety/  
Code Compliance Demolition permits will be required for each structure.

Development: Development Office supports this proposal. We have letters of commitment from both the Allen Neighborhood Center and the Ingham County Land Bank Garden program for maintenance of the subject properties.

Lansing Fire Department - Emergency Management Division:

There are a number of benefits to moving forward with the FEMA grant:

- Most importantly, by acquiring these homes we are getting people out of harm's way, reducing the number of homes that we have to rescue people from, dispose of debris from, assess for damage, inspect or potentially demolish at our own cost after the next flood. The homes we are targeting are in the most dangerous parts of the floodplain.

## Act-8-16, FEMA HAZARD MITIGATION GRANT, Property Acquisition

### Page 2

- Acquisition is the best form of flood mitigation, but it's typically hard to get people to participate because they don't trust the government to act in good faith. We have momentum already with this project, we've gotten the trust of neighborhood residents and many are ready to sell.
- By acquiring contiguous parcels that are already located near vacant city owned land, we make the lots easier to maintain, and in the long-term, open up the possibility of removing streets, sidewalks, and other infrastructure.
- Planning [Development Office] has developed agreements with Floodplain Farms, Allen Neighborhood Center, and the Ingham County Land Bank to maintain the lots we acquire under the FEMA grant. In the long-term the lots could be used for gardening, farming, planted with low-maintenance ground cover, or allowed to return to a natural state.
- We anticipate entering into the National Flood Insurance Program (NFIP) Community Rating System program in 2016. The additional lots we acquire with FEMA funds will give us points in the program that will lower flood insurance rates for residents and businesses in the City. This is especially important since businesses are facing significant increases in their flood insurance rates this year.
- We have acquired approx. 30 homes to date. Those properties have all been permanently deeded as greenspace to prevent anyone from building in this high risk area in the future. Many of the lots are being used for gardening, others will be included in a project to reduce water pollution and stormwater runoff and improve biodiversity by restoring a natural riparian buffer on the Red Cedar River.
- If future mitigation funding is available, successfully implementing this grant will increase our chances of receiving funding, while giving the money back could hurt our chances.
- Our acquisition program is already in place, the groundwork has been laid with residents, and funding is immediately available. This is the best chance we will have for flood mitigation.

Parks and Recreation: No comments.

Public Service: Public Service has reviewed Act-1-2013 (an earlier project in the same areas) and has the following comments:

- We have no objections to acquiring the properties.
- The properties in question are currently served by sanitary and storm sewers.
- There are cross lot sewers between Hayford and Mifflin, in line with Harton Street. The properties of 700 S. Foster and the Hayford street property have cross lot sewers. Acquiring those properties would be beneficial to ensure the sewers are protected. (Cross lot sewers run across land and are not in the street.)

Transportation Engineer: No comments or requirements related to transportation issues.

**APPLICANT'S PROPOSAL**

The project consists of Phases 4 and 5 of the City's ongoing floodplain mitigation project to acquire residential structures and vacant lots **on a voluntary basis** that are located in the Baker/Donora and the Urbandale areas within the floodplain.

In Phase 3, the FEMA grant funded the voluntary acquisition of 6 owner occupied or vacant properties and one vacant lot. Phases 4 and 5 will involve the acquisition of five single-family residences out of a pool of nine:

**Urbandale Area**

623 S. Magnolia  
605 S. Foster  
707 S. Magnolia  
708 S. Foster  
600 S. Hayford  
719 S. Magnolia

**Baker-Donora Area**

806 Fayette  
810 Fayette  
816 Beulah

Having a pool of approved properties means that if a problem with acquiring a given property (e.g., appraisal higher than budgeted cost) the project can continue to move forward with purchasing a different property. It also gives the program flexibility to expand if additional funds become available.

For those properties purchased, the existing structures will be razed and the lots will be maintained in vacant condition, but may be used for community gardens, urban farming, nature areas or recreation as permitted by FEMA.

Each parcel will be placed with an open space deed restriction that will help to ensure these properties in the floodplain are never developed.

People who wish to move out of the 100-year floodplain will be able to sell their property at *fair market value* and their exposure to losses due to flood will be prevented. Health and safety risks for residents who would otherwise be living in the floodplain will be avoided. The overall threat of monetary damage in the event of flooding will be reduced for properties in the City. Flood insurance premiums for other Lansing residents will be reduced after the properties are acquired and razed. Emergency management risks will be avoided for the properties that are razed.

**BACKGROUND:**

Lansing has several waterways identified by the National Flood Insurance Program: the Grand River, Red Cedar River, Sycamore Creek, Pawlowski Creek (a.k.a. Mud Lake Drain) and the Reynolds Drain. The last 100-year flood occurred in 1904 and the most significant recent flood was in 1975. During that time, a 25-year flood on the Red Cedar and a 10-15 year flood on the Grand River inundated hundreds of homes.

In the City of Lansing, there are more than 2,000 properties in the floodplain, many of which are located in poor neighborhoods. Twenty-five percent of the floodplain population lives below the poverty level, with levels as high as 46% in some neighborhoods. Acquiring these properties and maintaining them as open space would reduce the impact of flooding.

According to Section 1288 of the Zoning Ordinance:

- **Floodplain** means the area of land adjoining the channel of a river, stream, watercourse, lake or other similar body of water, which area of land will be inundated by a base flood, as determined by studies of the U.s. Army Corps fo Engineers and the Michigan Water Resources Commission, until such time as a Flood Insurance Rate Map issued by the Federal Insurance Administrator.
- **Floodway** means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation above a height designated by the State Department of Natural Resources.

Floodway properties are subject to the highest velocity of flood waters. According to the regulations, no residential structures can be built in a floodway. In order for structures to be built in the floodplain, approval of a permit from the Department of Environmental Quality is required before the city can approve construction. All other requirements must also be met as specified in Section 1288 of the City of Lansing Zoning Ordinance.

Flood History in the Baker Donora and Urbandale areas:

March 1916	Flood levels between 10-25 year in Urbandale. Concurrent flooding on the Grand is expected to have made levels even higher in Baker-Donora.
March 1918	Flood levels at 827 ft. (10-year) in Baker-Donora. Levels in Urbandale about 825 ft.
April 1947	Flooding 10-25 year levels in Urbandale. Flood levels unknown in Baker-Donora, but flooding on the Grand at the same time is expected to have caused between 25-50 year levels.
March 1948	Flooding in Baker-Donora at about 833 ft. (10-year). Urbandale flooded to 831 ft. 40 homes evacuated in lower Urbandale.
May 1948	Flood levels about 825 ft. in Urbandale and 833 ft. in Baker-Donora, due to the impact of concurrent flooding on the Grand River.
April 1975	25-year flood in Urbandale (831 ft.) Flood height at Baker-Donora unknown, but gage readings in North Lansing and at Farm Lane indicate the flooding was closer to 50 year levels (833 ft.)

### **ANALYSIS**

An Act 33 Review is conducted in accordance with Section 208 of the Administration Code when the City purchases or sells real property.

### **LOCATION**

Both the City of Lansing and the Ingham County Land Bank have acquired properties in the Baker-Donora and Urbandale area during the previous grants.

**Act-8-16, FEMA HAZARD MITIGATION GRANT, Property Acquisition**  
**Page 5**

The **Baker-Donora** neighborhood is located on the south bank of the Red Cedar River, less than a mile upstream from its confluence with Grand River approximately a half mile downstream from its confluence with Sycamore Creek. The Ingham County Land Bank and the City, both, acquired several properties in this area during the previous grants.

**Urbandale** is located on the north side of the Red Cedar River, separated from the river by the embankments of US-127 and I-496. Flooding occurs through storm sewers, which drain directly to the river, and through the viaducts under US-127 at Kalamazoo Street and Michigan Avenue. The Ingham County Land Bank and the City, both, acquired several properties in this area during the previous grants.

**CHARACTER:**

The character of these areas is basically residential. Those properties acquired will be razed and maintained for green space.

**EXTENT**

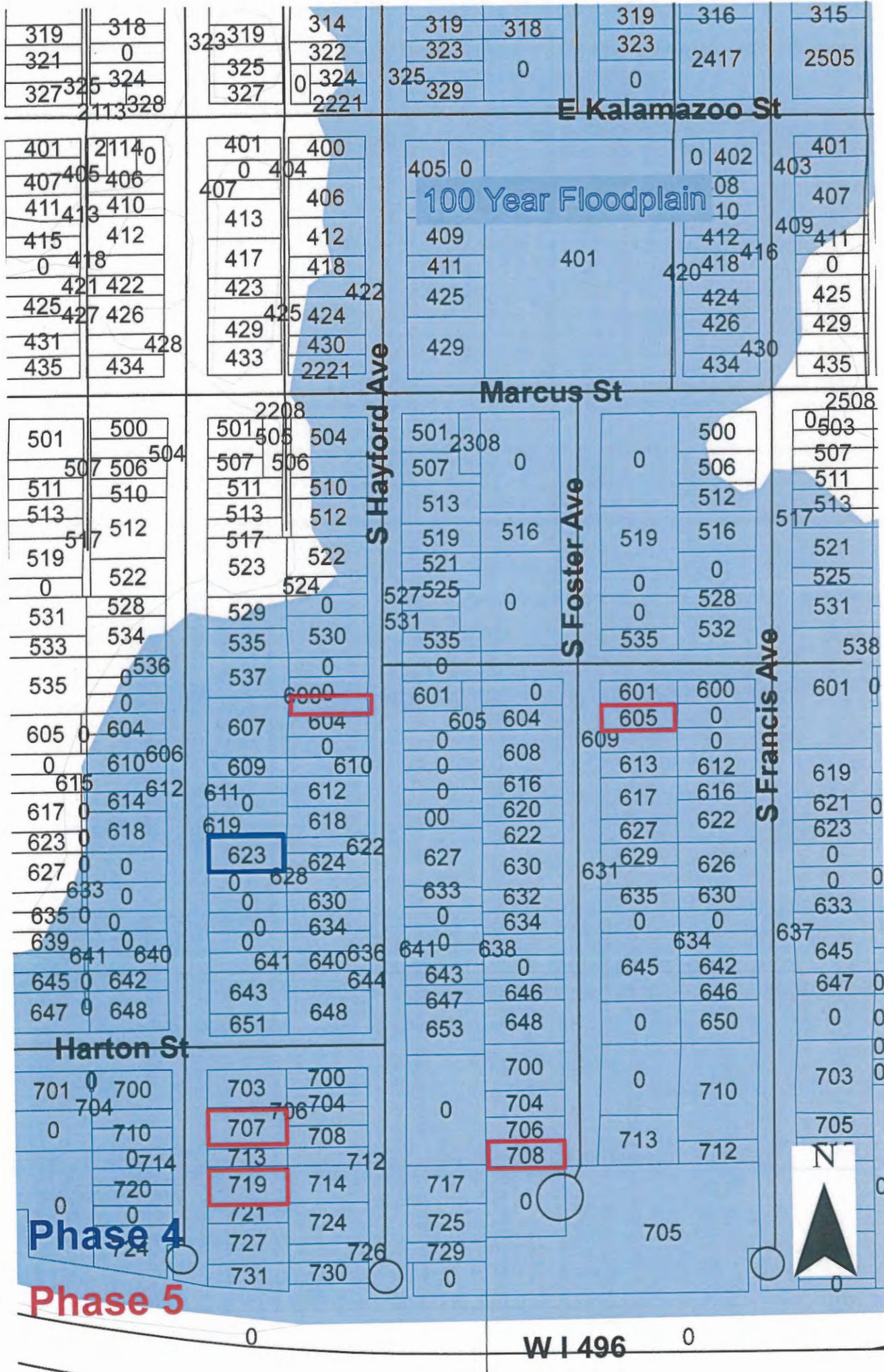
This project will not only reduce the community's flood risk, but the wise use of green space and the removal of structures which have suffered from repeated flooding will directly benefit these neighborhoods.

**OTHER**

An environmental assessment will be conducted for these properties to make sure that there are no issues that will adversely impact the environment. This project will be in compliance with federal environmental laws and executive orders. Removing structures from the floodplain and floodway and allowing the area to revert to its natural state will benefit the environment. Also, since these areas have a high concentration of low and moderate income persons, the project complies with one of the National objective of the Department of Housing and Urban Development use of Community Development Block Grant funds are to assist low and moderate income people find sustainable housing.

**STAFF RECOMMENDATION**

Staff recommends approval of Act-8-16, the request by the Development Office to continue its effort to acquire five properties in the 100-year flood plain in the **Baker-Donora** and **Urbandale** neighborhoods.



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	2113 328

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	325	0 324
	327	2221

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325	329

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415	412	
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425	427	426
431		428
435	434	

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	643		644
	651	648	

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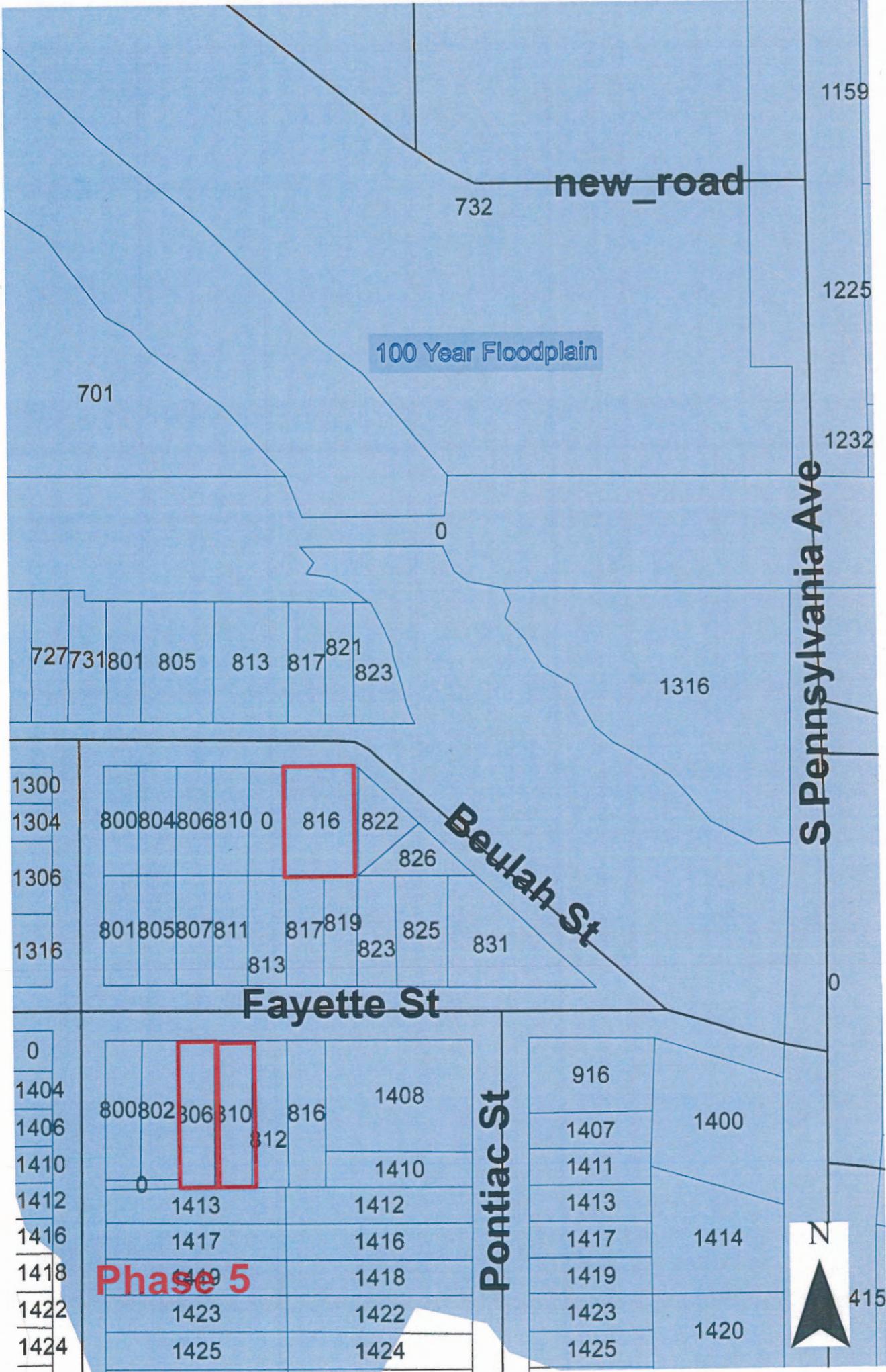
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	727	726
	731	730

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613	612
617	616
627	622
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**Phase 5**





**OFFICE OF THE MAYOR**

9th Floor, City Hall  
124 W. Michigan Avenue  
Lansing, Michigan 48933-1694  
(517) 483-4141 (voice)  
(517) 483-4479 (TDD)  
(517) 483-6066 (Fax)

Virg Bernero, Mayor

TO: City Council President Judi Brown Clarke and Councilmembers  
FROM: Mayor Virg Bernero  
DATE: October 7<sup>th</sup>  
RE: Z-7-2016, Rezoning from "F" & "DM-2" to "E-1", Dunckel & Collins Road

---

The attached correspondence is forwarded for your review and appropriate action.

VB/rh  
Attachment



**City of Lansing**  
**Inter-Departmental**  
**Memorandum**



To: Virg Bernero, Mayor

From: Susan Stachowiak, Zoning Administrator

Subject: CITY COUNCIL AGENDA ITEM  
Z-7-2016, Rezoning from "F" & "DM-2" to "E-1", Dunkel & Collins Road

Date: October 5, 2016

---

The Lansing Planning Board, at its regular meeting held on October 4, 2016, voted (6-0) to recommend approval of a request by Gateway, LLC to rezone the properties at 3600/3626 Dunkel Road & the vacant parcel north of 4600 Collins Road from "DM-2" Residential and "F" Commercial Districts to "E-1" Apartment Shop District. The purpose of the rezoning is to permit a mixed use development on the subject properties consisting of residential apartments, a hotel and various retail and office uses.

The Planning Board found, based on testimony, evidence and the staff report, that the proposed rezoning will be consistent with the existing land use patterns in the area and with goals of the future land use pattern being advanced in the Design Lansing Comprehensive Plan.

At the Planning Board public hearing held on October 4, 2016, the applicant's representative spoke in favor of the request and no other comments were received.

Please forward this resolution to City Council for placement on the Agenda.

If you have any questions, or need additional information, please give me a call.

**Attachments**

"Equal Opportunity Employer"

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, \_\_\_\_\_, 2016, 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-7-2016. This is a request by Gateway, LLC to rezone the properties at 3600/3626 Dunckel Road & vacant parcel north of 4600 Collins Road from “DM-2” Residential and “F” Commercial Districts to “E-1” Apartment Shop District.

CITY OF LANSING  
NOTICE OF PUBLIC HEARING

**Z-7-2016, 3600/3626 Dunckel Road & Vacant Parcel North of 4600 Collins Road**  
Rezoning - “DM-2” Residential & “F” Commercial Districts to “E-1” Apartment Shop District

The Lansing City Council will hold a public hearing on Monday, \_\_\_\_\_, 2016, at 7:00 p.m. in Council Chambers, 10<sup>th</sup> Floor, Lansing City Hall, 124 W. Michigan Avenue, Lansing, Michigan to consider **Z-7-2016**. This is a request by Gateway, LLC to rezone the property at 3600/3626 Dunckel Road & vacant parcel north of 4600 Collins Road from “DM-2” Residential & “F” Commercial Districts to “E-1” Apartment Shop District. The purpose of the rezoning is to permit a mixed use development on the subject property consisting of residential apartments, a hotel and various retail and office uses.

For more information, please call Lansing City Council at 517-483-4177. If you are interested in this matter, please attend the public hearing or send a representative. Written comments will be accepted between 8 a.m. and 5 p.m. on City business days if received before 5 p.m., Monday, \_\_\_\_\_, 2016 at the City Clerk’s Office, Ninth Floor, City Hall, 124 West Michigan Ave., Lansing, MI 48933 or email [city.clerk@lansingmi.gov](mailto:city.clerk@lansingmi.gov).

Chris Swope, City Clerk

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-7-2016

Legal Descriptions: **33-01-01-36-252-001:** Lot 1, Hospitality Motor Inns, A Subdivision on part of the Southwest  $\frac{1}{4}$  of Section 36, T4N, R2W, City of Lansing, Ingham County, MI, as recorded in Liber 29 of Plats, Pages 9-11, Ingham County Records, Except Commencing at the Northwest Corner of said Lot 1; thence South  $86^{\circ}09'45''$  East along the North line of said Lot 1 a distance of 676.19 feet to the point of beginning; thence South  $86^{\circ}09'45''$  East continuing along said North line 118 feet to the Northeasterly line of said Lot 1; thence South  $44^{\circ}58'35''$  East along said Northeasterly line 109.12 feet; thence South  $03^{\circ}50'15''$  West perpendicular to said North line 78.14 feet; thence North  $86^{\circ}09'45''$  West parallel with said North line 200.12 feet; thence North  $03^{\circ}50'15''$  East perpendicular to said North line 150 feet to the point of beginning; said parcel containing 12.09 acres more or less, from "DM-2" Residential District to "E-1" Apartment Shop District.

**33-01-01-36-352-022:** Part of Lot 1, Commencing 677.19 Feet East of the Northwest Corner of Lot 1, Thence South  $86^{\circ}09'45''$ , East 298.09 Feet, South  $01^{\circ}31'45''$ , East 173.08 Feet, North  $44^{\circ}52'49''$ , West 150 Feet, South  $03^{\circ}50'15''$ , West 78.01 Feet, North  $86^{\circ}09'45''$ , West 200 Feet, North  $03^{\circ}50'15''$ , East 150 feet to the point of beginning; Hospitality Motor Inns, City of Lansing, Ingham County, MI, from "F" Commercial District to "E-1" Apartment Shop District.

**33-01-01-36-352-032:** Commencing at the Northeast Corner of Lot 2, Thence North  $86^{\circ}09'45''$ , West 314.78 Feet, South  $01^{\circ}31'45''$ , East 240 Feet, South  $86^{\circ}09'45''$ , East 314.78 Feet, North  $01^{\circ}31'45''$ , West 240 Feet to the point of beginning; Hospitality Motor Inns, City of Lansing, Ingham County, MI, from "F" Commercial District to "E-1" Apartment Shop 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 \_\_\_\_\_, 2016, 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 upon the expiration of seven (7) days from the date this notice of adoption is published in a newspaper of general circulation.

October 5, 2016

Lansing City Clerk  
City Hall  
124 West Michigan Ave.  
Lansing, MI 48933

Re: Obsolete Property Rehabilitation Act District Application  
221 E. Saginaw Street, Lansing MI 48933

**General Project Description**

The project at 221 E. Saginaw in Lansing will be the new headquarters of M3 Group. Currently, M3 Group, a branding and publications agency established in 2002, is located at 610 and 614 Seymour Ave. M3 Group has used the two buildings to continue growth over the last 14 years. At 25 full-time employees, the two buildings are inefficient and becoming too small.

The new renovation project proposed at 221 E. Saginaw would put all M3 Group employees under one roof with room to grow. Specifics for the project include: creating additional windows in the lower level; updating the HVAC, electric and plumbing; creating a mezzanine level to add additional square footage and making use of the vaulted ceilings; newly insulated walls, ceiling and floors; and develop an open environment that is suitable for a creative team to thrive.

**District Establishment Purpose**

In an effort to maximize the utility value of the functionally obsolete building, the applicant is committed to doing complete rehabilitation of the building. In that context, and as more fully detailed below, the developer will incur considerable renovation costs. The establishment of the OPRA District, with its multi-year property tax deferral benefit is vital to making the economics of this project work.

**Community Benefits**

Redevelopment of the property would provide numerous benefits to the City. While the specific facility would undergo considerable renovation, the entire area would benefit from the transformation of a vacant building into a thriving and fully utilized property. The OPRA District designation, and resulting tax benefits, would not only permit the applicant to attract new businesses and new business owners, operators and employees to the area, while at the same time retaining existing businesses and existing businesses surrounding the community at-large. The owners of the applicant have provided a full range of marketing services to commercial organizations in and around the City of Lansing for many years and are thoroughly committed to seeing the City thrive and continue to grow. Through this rehabilitation project, the applicant and its owners are confident that the City of Lansing will be further on its way to achieving both.

**Basis of Eligibility**

As to the eligibility of this project under OPRA, an investigation of the Subject Property by Sharon Frischman, City of Lansing Assessor, on June 9, 2016 resulted in a finding that the Building meets the definition of functionally obsolete. Functionally obsolete property is property that is “unable to be used to adequately perform the function of which it was intended due to a substantial loss in value resulting from factors such as overcapacity, changes in technology, deficiencies or super inadequacies in design, or other similar factors that affect the property itself or the property’s relationship with other surrounding property.” MCL § 125.2652(s).

The Subject Property has two structures currently on the parcel. The main building is a one story, former church and the secondary building is a two story residential dwelling converted to offices. Ms. Frischman’s inspection of the Subject Property revealed physical deterioration on the secondary building resulting from extensive deferred maintenance. The primary building’s windows and doors are out of date and inefficient to today’s standards, as well as the electrical, mechanical and plumbing. Since the building’s original purpose was a church, it is functionally obsolete to be used as an office due in part to the higher than normal ceiling heights and other characteristics that are not typically found in a modern office building.

**Project Costs and Phasing**

The OPRA tax abatement is a significant component of the funding of this project. The applicant has estimated the total costs for this rehabilitation project to be \$816,500.00. Renovations are scheduled to commence promptly following the approval of the ORPA tax abatement and are targeted for completion approximately twelve (12) months following such commencement. The renovation estimate includes:

Building Renovations: (Incl. Imprv. to home)	\$ 448,000.00
Building Leasehold Improvements:	\$ 25,000.00
Furniture & Fixtures:	\$ 269,000.00
Computers:	\$ 10,000.00
Baseline Environmental Activities:	\$ 2,000.00
Paving:	\$ 30,000.00
Demolition:	\$ 0.00
Site preparation:	\$ 32,500.00

TOTAL (estimate): **\$ 816,500.00**

**Property Taxable Value and Legal Description**

This property covers one parcel of real property containing a total of .365 acres and listed in the City of Lansing’s Assessment records as having an address of 221 E. Saginaw, Lansing, MI 48933. Specifics on the Subject Property are as follows:

Address:	221 E. Saginaw, Lansing, MI 48933
Owner’s Name:	Motion Properties
Acreage of Land:	.365
Sq. Feet of Building:	Approximately 5,611
Tax Parcel Identification No.:	33-01-01-16-127-001

Taxable Value Land:	\$ 25,979.00
SEV Land:	\$ 33,300.00
Taxable Value Building:	\$ 118,348.00
SEV Building:	\$ 151,700.00
Legal Description:	LOT 8 & N 1 R LOT 7 BLOCK 63 ORIG PLAT

Thank you in advance for your assistance and consideration in this matter.

Sincerely,  
MOTION PROPERTIES

A handwritten signature in black ink, appearing to read "MOTION PROPERTIES", is written over a horizontal line.



## AGREEMENT IN CONSIDERATION OF DEVELOPMENT INCENTIVES

THIS AGREEMENT in Consideration of Development Incentives (“Agreement”) is made and entered this 5 day of October, 2016, by and between the City of Lansing, Michigan, a Michigan municipal corporation (“City”), and Motion Properties, a Michigan Corporation (“Applicant”), (collectively the “Parties”);

### I. STATEMENT OF PURPOSE:

The City of Lansing welcomes new investment and the creation of new jobs. To achieve these goals, the City offers a variety of economic incentives that are designed to facilitate the expansion of existing businesses and the location of new businesses within the City, as well as the rehabilitation of obsolete structures and the reuse of environmentally contaminated sites.

Economic incentives typically do not provide City funds to developers or businesses, but rather encourage new investment and job creation in the City that would not have occurred without the incentive. The purpose of this Agreement is to establish performance expectations, reporting requirements, and preferences for Lansing-based firms, resident employees and union employees in hiring, contracting, subcontracting and procurement related to the acceptance of economic incentives by the Applicant.

Economic incentives are beneficial to both the City and the Applicant. The approval of incentives must be a transparent and public process that produces a clear agreement between the Parties regarding the responsibilities of both the City and the Applicant. This public process does not end with the approval of the incentive, but continues until the commitments made by the Applicant under this Agreement are met.

### II. DEFINITIONS

As used in this Agreement, the definitions herein shall be the mutually understood meaning of the following terms:

“*Incentive*” means a reduction in City taxes levied on real or personal property, or other financial benefit to Applicant, for a limited number of years as specified in this Agreement, and which may include, but is not limited to, those tax reductions or other financial benefits authorized by the Obsolete Property Rehabilitation Act (Public Act 146

of 2000, as amended), Neighborhood Enterprise Zone Act (Public Act 147 of 1992, as amended), Brownfield Redevelopment Financing Act (Public Act 381 of 1996, as amended), Plant Rehabilitation and Industrial Development Districts (Public Act 198 of 1974, as amended) and the New Personal Property Tax Exemption authorized by Public Act 328 of 1998.

“*Lansing-based firm*” means an incorporated business entity that owns or leases an office, warehouse, distribution center, or wholesale or retail store located within the corporate limits of the City of Lansing.

“*Full-time Equivalent Employees (FTE)*” means a combination of full-time and part-time employees that represents all employees as a comparable number of full-time employees.

**III. RECITALS:**

**A. APPLICANT/PROJECT INFORMATION**

Name of Project: M3 Group Expansion Project

Business Name of Applicant (*if applicable*): Motion Properties

Name of Parent Company (*if applicable*): \_\_\_\_\_

List Managing Partner and all other Partners, including percentage ownership interest of each partner:

_____ Patrick Dowling _____	100 %
_____	_____ %
_____	_____ %
_____	_____ %

List City incentive(s) and number of years requested for each:

OPRA Certificate	12 Years
_____	_____ Years
_____	_____ Years
_____	_____ Years

List all Federal, State or other incentives and their estimated value that may be part of this project:

N.A.

Name of Financial Institution(s) funding the Project *(if unavailable upon execution of this Agreement, Applicant agrees to furnish commitment letter(s) from lending institution(s) to the LEDC when available)*:

MSUFCU

Estimated number of new, permanent full-time equivalent employees (FTE) upon Project Completion *(if applicable)*:

5 FTE

Estimated total investment in real and personal property, including acquisition and construction costs, upon Project Completion:

\$ 816,500

Estimated average hourly wage or annual salary of new, permanent employees *(if applicable)*:  
**(Tiffany please fill this out if there are new jobs)**

\$ 225,000 to 250,000

**B. APPLICANT ACCEPTANCE OF NOTICE AND REPORTING REQUIREMENTS AND LOCAL PREFERENCES IN HIRING, PROCUREMENT OF GOODS AND SERVICES, CONTRACTING AND SUBCONTRACTING**

*(initial spaces below to indicate acceptance) (on the final executed copy the client needs to be willing to initial each of these)*

 Applicant agrees to notify the LEDC and City Assessor of any and all partnership changes during the term of any incentives approved for the Project.

 Applicant agrees, and may be required to provide written documentation at the request of the LEDC, to consider and hire as many Lansing residents and Lansing-based firms, including but not limited to consultants, suppliers, contractors and sub-contractors, as reasonably possible.

 Applicant agrees, and may be required to provide written documentation at the request of the LEDC, to make good faith efforts to hire contractors and sub-contractors that employ union labor when economically feasible.

 Applicant agrees that all employees, contractors and sub-contractors related to this Project will pay all City individual income tax.



2. The Applicant has applied for Incentive for the purpose of M3 Group Expansion Project (“Project”). The Project is expected to hire at least **5** and/or retain at least **25** full-time equivalent employees (FTE) and requiring a total investment in real property of an estimated \$537,500 and personal property of at least \$279,000, when completed.

3. The Applicant has supplied to the LEDC all application and supporting documentation, including a list of all partners of the Applicant with an ownership interest in the Project, which in turn has been forwarded to the City prior to the approval of the Incentive.

4. The Applicant has provided to the LEDC detailed information including wage and benefit information for the Project and new, permanent full-time equivalent employees (FTE) expected to be hired or retained as a result of the Project, which in turn has been forwarded to the City prior to approval of the Incentive.

5. The Applicant and the City desire to enter into an agreement whereby the Applicant and City specify and agree on the Project performance measures under which the Incentive is granted, and some of the conditions under which such Incentive can be modified or revoked by the City and/or State of Michigan. Nothing in this Agreement supersedes or diminishes any rights of the City or the State established by Federal, State, or Local law or regulations.

6. The Lansing City Treasurer has verified in writing the Applicant is not delinquent and/or late on any property taxes owed to the City for all properties in which the applicant owns a twenty-five percent (25%) or more interest.

7. The Lansing City Treasurer has verified in writing the Applicant, if an employer in the City, is in compliance with all required City wage withholding and income reporting requirements for all of their employees.

8. The Lansing City Treasurer has verified in writing the Applicant is not delinquent and/or late on any corporate or other business income taxes owed the City, if any.

9. The LEDC has verified that all application fees due have been paid in full by the Applicant.

#### **IV. AGREEMENT:**

NOW, THEREFORE, in consideration of the recitals and mutual covenants and agreements herein contained and pursuant to MCL Public Act 146 of 2000, as amended (the “Act”), as amended, the Parties agree as follows:

A. Reliance on Recitals

The Parties acknowledge Applicant has made representations contained within its application, and the recitals and additions above, with the purpose and intent of City's reliance thereon, as well as for compliance with the Act, as amended, and the City relies upon these representations in its determination that the Incentive should be approved.

B. Project Area

The location of the Project is commonly known as 221 West Saginaw St. ("Project Area") and legally described as follows:

Address:	221 W. Saginaw, Lansing, MI 48933
Owner's Name:	Motion Properties
Acreage of Land:	.365
Sq. Feet of Building:	Approximately 5,611
Tax Parcel Identification No.:	33-01-01-16-127-001
Taxable Value Land:	\$ 25,979.00
SEV Land:	\$ 33,300.00
Taxable Value Building:	\$ 118,348.00
SEV Building:	\$ 151,700.00
Legal Description:	LOT 8 & N 1 R LOT 7 BLOCK 63 ORIG PLAT

C. Project Timeframe.

The Applicant and City agree the City's approval of the Incentive is based upon completion of the Project within a specific time period ("Project Timeframe"). The Project Timeframe starts 12/31/2016 and ends 12/31/2018.

D. Project Completion

The Applicant and the City agree that for the Project to be considered complete, the Applicant must perform all of the following in the Project Area within the Project Timeframe ("Project Completion"):

1. Hire at least 5 new, permanent full-time equivalent employees (FTE) and/or retain at least 25 full-time equivalent employees (FTE).
2. Purchase and/or locate within the Project Area, personal property with a fair market value of at least \$279,000. This personal property may not be moved to the Project Area from another location within the City of Lansing.
3. Make at least \$537,500 of improvements to the real property. Improvements include only hard costs, and exclude architectural and engineering costs.
4. Obtain all necessary building permits and site plan approvals, including payment of all required fees, plus final inspections including a Certificate of Occupancy from the City of Lansing and all other appropriate authorities and agencies.

5. Upon Project Completion, the applicant will provide to the LEDC, upon request, any and all appropriate financial records that are referenced as part of this Agreement.
6. Project Completion must be performed by 12/31/18

E. Project Completion Progress Reports

The Applicant shall file an annual report with the LEDC on the Applicant's progress toward achieving Project Completion. Reports shall be submitted in compliance with all LEDC reporting requirements. Applicant understands and agrees that the information submitted to the LEDC will be available for public viewing, unless prior approval is requested and granted for specific confidential business information that is not subject to disclosure under the Freedom of Information Act (Public Act 442 of 1976, being MCL 15.231 et. seq., as amended). Non-compliance with reporting requirements may result in the modification or revocation of the Incentive.

Lack of performance and compliance with this agreement, may be considered as relevant information in consideration of the approval of all future incentive applications to the LEDC or City by the Applicant or any person or entity with (25%) or more ownership in the Project.

F. Verification of Project Completion

No later than thirty (30) days after the end of the Project Timeframe, the Applicant shall provide in writing to the LEDC a Final Project Completion Report ("Final Report") with proof of Project Completion. Acceptable forms of proof may include, as directed by LEDC, proof of employment, proof of paid invoices, executed and filed tax documentation, final financing documents and similar material which confirm original financial data, engineering and architectural "as-built" drawings, photographs, and other like evidence of completion of the Project in the Project Area. If at any time during the Project Timeframe the Applicant completes the Project as agreed upon in Section (4), the Applicant may submit the Final Project Completion Report to the LEDC.

G. Consideration of Applicant's Compliance with the Agreement.

Within 60 days of receiving the Final Report, or 90 days after the end of the Project Timeframe, the LEDC shall make a preliminary determination if the Applicant has achieved Project Completion. In the event the preliminary determination concludes the Project was completed per this Agreement, written notification of such finding shall be sent from the LEDC to the Applicant and the City of Lansing Finance Director. In the event the LEDC makes the determination the Applicant did not complete the project per this Agreement, the LEDC will forward in writing its findings and a recommended course of action to the Applicant and the City of Lansing Finance Director. Prior to any action that might lead to the modification or revocation of all or part of the Incentive, the City shall offer the Applicant the reasonable opportunity to appear before the Council and be heard. In the event of the revocation of all or part of the Applicant's Incentive, the City may consider the breach of contract when contemplating the approval of all future Incentive applications to the City by the Applicant or any partners listed as required in the Recitals.

H. Failure of Applicant to Pay Tax Applicable to Personal Property

If any property tax applicable to the personal property that makes up the project is not paid within the time permitted by law for payment without penalty during the life of the Incentive being granted by this Agreement, the City may seize and sell the personal property to pay the tax, expenses of sale, and interest on the tax, or may commence civil litigation to recover the amount of tax an interest thereon, in accordance with Michigan law.

I. Failure of Applicant to Pay Tax Applicable to Real Property

If any property tax applicable to the real property that makes up the project is not paid within the time permitted by law for payment without penalty during the life of the Incentive being granted by this Agreement, the City may place a lien on the real property. The City may enforce the lien in the same manner as provided by law for the foreclosure in the circuit courts of mortgage liens upon real property, in accordance with Michigan law.

J. City's Rights under Act

Nothing in this Agreement shall supersede the City's ability to request the State Tax Commission to revoke the Incentive as otherwise provided, or as may hereafter be provided, under the Act, as amended. Nothing in this Agreement supersedes or diminishes any rights of the City or the State established by Federal, State, or Local law or regulations.

K. Ambiguity

If this Agreement or any of its terms and conditions are determined to be ambiguous, this Agreement and all its terms and conditions shall be considered as if drafted by both parties.

L. Rights and Remedies Cumulative

The Parties shall have all the rights and remedies available at law, in equity or in this Agreement to enforce the rights and obligations under this Agreement. All remedies shall be cumulative and none will be exclusive of any other. The exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or any obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

M. Right In Third Parties

This Agreement is not intended nor shall it create any rights, expectations or benefit to any third parties, including any creditor of the parties.

N. Severability

The invalidity of any portion of this Agreement shall not affect the validity of the remainder thereof.

O. Subsequent Waivers

One or more waivers of any provision, covenant, or condition of this Agreement shall not be construed as a waiver of a subsequent breach of the same provision, covenant, or condition, or as a waiver of a subsequent breach of other provisions, covenants, or conditions. The consent or approval to or for any act shall not be deemed to render unnecessary the consent or approval to or for any subsequent similar act.

P. Termination

This Agreement terminates upon 12/31/2019, or upon the written agreement of the Parties.

Q. Authority.

The Applicant's execution, delivery and performance of this Agreement have been duly authorized. The Applicant's representative executing this Agreement does so with requisite authority to fully and completely bind the Applicant.

IN WITNESS WHEREOF, the undersigned Parties hereto execute this Agreement as of the day and year first above written.

**WITNESSES:**

*[Handwritten signature]*  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Approved as to form:

\_\_\_\_\_

City Attorney

**APPLICANT NAME:**

By: *[Handwritten signature]*  
\_\_\_\_\_

Its: *Resident*  
\_\_\_\_\_

**CITY OF LANSING:**

By: \_\_\_\_\_  
Virg Bernero

Its: Mayor

**LANSING ECONOMIC DEVELOPMENT CORPORATION:**

By: \_\_\_\_\_  
Karl R. Dorshimer

Its: Representative

I hereby certify that funds are available  
in Account No.: \_\_\_\_\_

\_\_\_\_\_

City Controller

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

Resolution to Establish an Obsolete Property Rehabilitation Act District  
221 West Saginaw Street

WHEREAS, the owner of property located at 221 West Saginaw Street in the City of Lansing, Michigan (the "Properties") has requested in writing that the City of Lansing establish an Obsolete Property Rehabilitation District (the "District") as enabled by Public Act 146 of 2000, the Obsolete Property Rehabilitation Act (the "Act"), and

WHEREAS, the owner is Motion Properties, hereinafter called the "Developer", and

WHEREAS, the Developer is the legal owner of greater than fifty percent (50%) of all taxable value of the property located within the proposed District, and

WHEREAS, the Developer has, in writing, requested the District for the Properties and for the City of Lansing to take all necessary steps and actions to establish the District on their behalf, and

WHEREAS, the properties in question and the proposed boundary of the District is legally described as:

LOT 8 & N 1 R LOT 7 BLOCK 63 ORIG PLAT, 33-01-01-16-127-001, and

WHEREAS, the Act requires that before establishing the District the Lansing City Council shall give written notice by certified mail to the owners of all real property within the proposed District and shall hold a public hearing in order to provide an opportunity for owners, residents or other taxpayers of the City of Lansing to appear and be heard regarding the establishment of the District and that such notice was given and said public hearing was held on **(Insert Date)**;

NOW THEREFORE BE IT RESOLVED that the following properties are hereby approved and established as an Obsolete Property Rehabilitation District as provided by Public Act 146 of 2000 legally described as:

LOT 8 & N 1 R LOT 7 BLOCK 63 ORIG PLAT, 33-01-01-16-127-001.

BE IT FINALLY RESOLVED that this resolution shall not be construed as the City Council's approval of any future application for an Obsolete Properties Rehabilitation Exemption Certificate for the Developer or any other applicant.

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 Establishment of an Obsolete  
Property Rehabilitation Act District  
221 West Saginaw Street

WHEREAS, Motion Properties, Inc., the owner of the property located at 221 West Saginaw Street in the City of Lansing, Michigan (the "Property") has requested in writing that the City of Lansing establish an Obsolete Property Rehabilitation District (the "District") as enabled by Public Act 146 of 2000, the "Obsolete Property Rehabilitation Act" (the "Act"), and

WHEREAS, the owner of the Properties, Motion Properties is the legal owner of greater than fifty percent (50%) of all taxable value of the properties located within the proposed District, and

WHEREAS, the properties in question and the proposed boundary of the District is legally described as:

LOT 8 & N 1 R LOT 7 BLOCK 63 ORIG PLAT, 33-01-01-16-127-001, and

WHEREAS, the Act requires that before establishing the District the Lansing City Council shall give written notice by certified mail to the owners of all real property within the proposed District and shall hold a public hearing in order to provide an opportunity for owners, residents or other taxpayers of the City of Lansing to appear and be heard regarding the establishment of the 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 Monday, (**Insert Date**) at 7:00 p.m. for the purpose of receiving public comment on the establishment of an Obsolete Property Rehabilitation District under the provisions of Public Act 146 of 2000 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 and that the Clerk also cause the owner of property within the proposed district to receive written notice of the public hearing to be delivered by certified mail.

City of Lansing  
Notice of Public Hearing

The Lansing City Council will hold a public hearing on **(Insert Date)** at 7:00 p.m. in the City Council Chambers, 10th Floor, Lansing City Hall, Lansing, MI, for the purpose stated below:

To afford an opportunity for all residents, taxpayers of the City of Lansing, other interested persons and ad valorem taxing units to appear and be heard on the establishment of an Obsolete Property Rehabilitation District (the "District"), pursuant to and in accordance with the provisions of the Obsolete Property Rehabilitation Act, Public Act 146 of 2000, for property located at 221 West Saginaw Street, Lansing, Michigan, legally described as follows:

LOT 8 & N 1 R LOT 7 BLOCK 63 ORIG PLAT, 33-01-01-16-127-001.

Creation of this District will enable the owner or potentially the developer of property within the District to apply for an Obsolete Property Rehabilitation Exemption Certificate which would result in the abatement of certain property taxes. Further information regarding this issue may be obtained from Karl Dorshimer, Lansing Economic Area Partnership (LEAP), 1000 S. Washington Ave., Suite 201, Lansing, MI 48910, 517-702-3387.

**ECONOMIC DEVELOPMENT CORPORATION  
LANSING CITY TREASURER APPROVAL FORM  
BUSINESS**

Business Name: Motion Properties

Business Contact Person: Patrick and Tiffany Dowling

Phone Number: 517-206-1661

Project Location: 221 W. Saginaw, Lansing, MI 48933

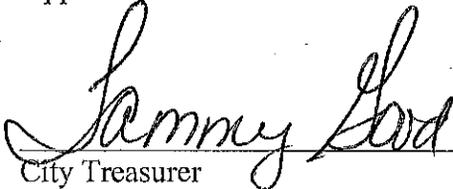
Type of EDC Service: OPRA Application

EDC Contact Person Name: Gabriela Allum

Email: gabriela@purelansing.com Phone Number: 517-643-1564

Due Date: As soon as possible

Approval:

  
\_\_\_\_\_  
City Treasurer

## Application for Obsolete Property Rehabilitation Exemption Certificate

This form is issued as provided by Public Act 146 of 2000, as amended. This application should be filed after the district is established. This project will not receive tax benefits until approved by the State Tax Commission. Applications received after October 31 may not be acted upon in the current year. This application is subject to audit by the State Tax Commission.

**INSTRUCTIONS:** File the original and two copies of this form and the required attachments with the clerk of the local government unit. (The State Tax Commission requires two copies of the Application and attachments. The original is retained by the clerk.) Please see State Tax Commission Bulletin 9 of 2000 for more information about the Obsolete Property Rehabilitation Exemption. The following must be provided to the local government unit as attachments to this application: (a) General description of the obsolete facility (year built, original use, most recent use, number of stories, square footage); (b) General description of the proposed use of the rehabilitated facility, (c) Description of the general nature and extent of the rehabilitation to be undertaken, (d) A descriptive list of the fixed building equipment that will be a part of the rehabilitated facility, (e) A time schedule for undertaking and completing the rehabilitation of the facility, (f) A statement of the economic advantages expected from the exemption. A statement from the assessor of the local unit of government, describing the required obsolescence has been met for this building, is required with each application. Rehabilitation may commence after establishment of district.

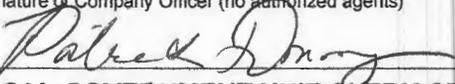
Applicant (Company) Name (applicant must be the OWNER of the facility) <b>Motion Properties</b>		
Company Mailing address (No. and street, P.O. Box, City, State, ZIP Code) <b>610 Seymour Ave., Lansing MI 48912</b>		
Location of obsolete facility (No. and street, City, State, ZIP Code) <b>221 E. Saginaw, Lansing MI 48912</b>		
City, Township, Village (indicate which) <b>Lansing</b>	County <b>Ingham</b>	
Date of Commencement of Rehabilitation (mm/dd/yyyy) <b>08/3/2016</b>	Planned date of Completion of Rehabilitation (mm/dd/yyyy) <b>02/14/2017</b>	School District where facility is located (include school code) <b>33020 - Lansing</b>
Estimated Cost of Rehabilitation <b>\$816,500</b>	Number of years exemption requested <b>12</b>	Attach Legal description of Obsolete Property on separate sheet
Expected project likelihood (check all that apply):		
<input checked="" type="checkbox"/> Increase Commercial activity	<input checked="" type="checkbox"/> Retain employment	<input checked="" type="checkbox"/> Revitalize urban areas
<input checked="" type="checkbox"/> Create employment	<input type="checkbox"/> Prevent a loss of employment	<input type="checkbox"/> Increase number of residents in the community in which the facility is situated
Indicate the number of jobs to be retained or created as a result of rehabilitating the facility, including expected construction employment _____		
Each year, the State Treasurer may approve 25 additional reductions of half the school operating and state education taxes for a period not to exceed six years. Check the following box if you wish to be considered for this exclusion. <input checked="" type="checkbox"/>		

### APPLICANT'S CERTIFICATION

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all of the information is truly descriptive of the property for which this application is being submitted. Further, the undersigned is aware that, if any statement or information provided is untrue, the exemption provided by Public Act 146 of 2000 may be in jeopardy.

The applicant certifies that this application relates to a rehabilitation program that, when completed, constitutes a rehabilitated facility, as defined by Public Act 146 of 2000, as amended, and that the rehabilitation of the facility would not be undertaken without the applicant's receipt of the exemption certificate.

It is further certified that the undersigned is familiar with the provisions of Public Act 146 of 2000, as amended, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Obsolete Property Rehabilitation Exemption Certificate by the State Tax Commission.

Name of Company Officer (no authorized agents) <b>Patrick Dowling</b>	Telephone Number <b>517-206-1661</b>	Fax Number
Mailing Address <b>610 Seymour Ave., Lansing MI 48933</b>	Email Address <b>patrick.dowling@att.net</b>	
Signature of Company Officer (no authorized agents) 	Title <b>President</b>	

### LOCAL GOVERNMENT UNIT CLERK CERTIFICATION

The Clerk must also complete Parts 1, 2 and 4 on Page 2. Part 3 is to be completed by the Assessor.

Signature	Date application received
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### FOR STATE TAX COMMISSION USE

Application Number	Date Received	LUCI Code
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### LOCAL GOVERNMENT ACTION

This section is to be completed by the clerk of the local governing unit before submitting the application to the State Tax Commission. Include a copy of the resolution which approves the application and instruction items (a) through (f) on page 1, and a separate statement of obsolescence from the assessor of record with the State Assessor's Board. All sections must be completed in order to process.

#### PART 1: ACTION TAKEN

Action Date: _____		
<input checked="" type="checkbox"/> Exemption Approved for <u>12</u> Years, ending December 30, <u>2029</u> (not to exceed 12 years)		
<input type="checkbox"/> Denied		
Date District Established	LUCI Code	School Code <b>33020</b>

#### PART 2: RESOLUTIONS (the following statements must be included in resolutions approving)

<p>A statement that the local unit is a Qualified Local Governmental Unit.</p> <p>A statement that the Obsolete Property Rehabilitation District was legally established including the date established and the date of hearing as provided by section 3 of Public Act 146 of 2000.</p> <p>A statement indicating whether the taxable value of the property proposed to be exempt plus the aggregate taxable value of property already exempt under Public Act 146 of 2000 and under Public Act 198 of 1974 (IFT's) exceeds 5% of the total taxable value of the unit.</p> <p>A statement of the factors, criteria and objectives, if any, necessary for extending the exemption, when the certificate is for less than 12 years.</p> <p>A statement that a public hearing was held on the application as provided by section 4(2) of Public Act 146 of 2000 including the date of the hearing.</p> <p>A statement that the applicant is not delinquent in any taxes related to the facility.</p> <p>If it exceeds 5% (see above), a statement that exceeding 5% will not have the effect of substantially impeding the operation of the Qualified Local Governmental Unit or of impairing the financial soundness of an affected taxing unit.</p> <p>A statement that all of the items described under "Instructions" (a) through (f) of the Application for Obsolete Property Rehabilitation Exemption Certificate have been provided to the Qualified Local Governmental Unit by the applicant.</p>	<p>A statement that the application is for obsolete property as defined in section 2(h) of Public Act 146 of 2000.</p> <p>A statement that the commencement of the rehabilitation of the facility did not occur before the establishment of the Obsolete Property Rehabilitation District.</p> <p>A statement that the application relates to a rehabilitation program that when completed constitutes a rehabilitated facility within the meaning of Public Act 146 of 2000 and that is situated within an Obsolete Property Rehabilitation District established in a Qualified Local Governmental Unit eligible under Public Act 146 of 2000 to establish such a district.</p> <p>A statement that completion of the rehabilitated facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to, increase commercial activity, create employment, retain employment, prevent a loss of employment, revitalize urban areas, or increase the number of residents in the community in which the facility is situated. The statement should indicate which of these the rehabilitation is likely to result in.</p> <p>A statement that the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(i) of Public Act 146 of 2000.</p> <p>A statement of the period of time authorized by the Qualified Local Governmental Unit for completion of the rehabilitation.</p>
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#### PART 3: ASSESSOR RECOMMENDATIONS

Provide the Taxable Value and State Equalized Value of the Obsolete Property, as provided in Public Act 146 of 2000, as amended, for the tax year immediately preceding the effective date of the certificate (December 31st of the year approved by the STC).

	Taxable Value	State Equalized Value (SEV)
Building(s)	\$144,327	\$185,000
Name of Governmental Unit	Date of Action on application	Date of Statement of Obsolescence
City of Lansing, Michigan		June 9, 2016

#### PART 4: CLERK CERTIFICATION

The undersigned clerk certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way. Further, the undersigned is aware that if any information provided is untrue, the exemption provided by Public Act 146 of 2000 may be in jeopardy.

Name of Clerk	Clerk Signature	Date
Chris Swope		
Clerk's Mailing Address	City	State
City Hall, 9th Floor	Lansing	MI
124 W. Michigan Ave.	Telephone Number	Fax Number
	517-483-4131	
	Email Address	
	chris.swope@lansingmi.gov	

Mail completed application and attachments to: Michigan Department of Treasury  
State Tax Commission  
P.O. Box 30471  
Lansing, Michigan 48909-7971

If you have any questions, call (517) 373-2408.

For guaranteed receipt by the State Tax Commission, it is recommended that applications and attachments are sent by certified mail.

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

Resolution to Approve an Obsolete Property Rehabilitation Act Certificate  
221 West Saginaw Street

WHEREAS, pursuant to the Michigan Obsolete Property Rehabilitation Act, being Public Act 146 of 2000 (PA 146 of 2000), Motion Properties has filed an application for an Obsolete Property Rehabilitation Exemption Certificate (OPRA Certificate) with the Lansing City Clerk, for a proposed obsolete facility at 221 West Saginaw Street, Lansing, Michigan (Obsolete Property); and

WHEREAS, Motion Properties (the Developer) owns the proposed Obsolete Property; and

WHEREAS, the proposed Obsolete Property is located within an Obsolete Property Rehabilitation District legally established by resolution adopted (**Insert Date**), after a public hearing was held on (**Insert Date**), as provided by section 3 of PA 146 of 2000; and

WHEREAS, the taxable value of the property proposed to be exempt plus the aggregate taxable value of property already exempt under Public Act 146 of 2000 and under Public Act 198 of 1974 (IFT's) does not exceed 5% of the total taxable value of the City of Lansing; and

WHEREAS, a public hearing was held on (**Insert Date**) in order to provide an opportunity for the applicant, the City Assessor, a representative of the affected taxing units, the residents, and other taxpayers of the City of Lansing general public appear and be heard regarding the approval of the OPRA Certificate; and

WHEREAS, the Motion Properties has been certified in writing by the City of Lansing Treasurer to be not delinquent in any taxes related to the facility; and

WHEREAS, the application is for 12 years and under no circumstances or criteria will an extension of the exemption be considered; and

WHEREAS, the application is for obsolete property as defined in section 2(h) of Public Act 146 of 2000; and

WHEREAS, the applicant Motion Properties has provided answers to all required questions under the application instructions to the City of Lansing; and

WHEREAS, the City of Lansing requires that rehabilitation of the facility shall be completed by December 31, 2018; and

WHEREAS, the commencement of the rehabilitation of the facility did not occur before the establishment of the Obsolete Property Rehabilitation District; and

WHEREAS, the application relates to a rehabilitation program that when completed constitutes a rehabilitated facility within the meaning of Public Act 146 of 2000 and that is situated within an Obsolete Property Rehabilitation District established in the City of Lansing eligible under Public Act 146 of 2000 to establish such a district; and

WHEREAS, completion of the rehabilitated facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to, increase commercial activity, create employment, revitalize an urban area, and increase the number of residents in the community in which the facility is situated; and

WHEREAS, the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(l) of Public Act 146 of 2000.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council hereby grants an Obsolete Property Rehabilitation Exemption for the real property, excluding land, located in an Obsolete Property Rehabilitation District at 1149 South Washington legally described as LOT 8 & N 1 R LOT 7 BLOCK 63 ORIG PLAT, 33-01-01-16-127-001; for a period of 12 years, beginning December 31, 2016, and ending December 30, 2026, pursuant to the provisions of PA 146 of 2000, as amended.

BE IT FINALLY RESOLVED that the City Clerk shall cause the Application for Obsolete Property Rehabilitation Certificate to be completed, including the "Clerk Certification" and shall file the completed application, together with a certified copy of this resolution with the State Tax Commission.

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

Resolution to Set a Public Hearing Regarding the Granting of an  
Obsolete Property Rehabilitation Act Certificate  
221 West Saginaw Street

WHEREAS, Motion Properties, owner of the property located at 221 West Saginaw Street in the City of Lansing, Michigan (the "Property") has applied to the City of Lansing for the City to approve the issuance of an Obsolete Property Rehabilitation Exemption Certificate (the "OPRA Certificate"), pursuant to the Michigan Obsolete Property Rehabilitation Act, being Public Act 146 of 2000 (the "Act"); and

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

LOT 8 & N 1 R LOT 7 BLOCK 63 ORIG PLAT, 33-01-01-16-127-001, and

WHEREAS, the Act requires that before granting a Certificate the Lansing City Council hold a public hearing in order to provide an opportunity for the applicant, the City Assessor, a representative of the affected taxing units, the residents, and other taxpayers of the City of Lansing general public appear and be heard regarding the approval of the OPRA 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 Monday, (**Insert Date**) at 7:00 p.m. for the purpose of receiving public comment on the approval of an OPRA Certificate under the provisions of Public Act 146 of 2000 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.

City of Lansing  
Notice of Public Hearing

The Lansing City Council will hold a public hearing on Monday, **(Insert Date)** at 7:00 p.m. in the City Council Chambers, 10th Floor, Lansing City Hall, Lansing, MI, for the purpose stated below:

To afford an opportunity for all residents, taxpayers of the City of Lansing, City Assessor, other interested persons and ad valorem taxing units to appear and be heard on the approval of an Obsolete Property Rehabilitation Certificate (the "Certificate"), pursuant to and in accordance with the provisions of the Obsolete Property Rehabilitation Act, Public Act 146 of 2000, for property located at 221 West Saginaw Street, Lansing, Michigan, but more particularly described as follows:

LOT 8 & N 1 R LOT 7 BLOCK 63 ORIG PLAT, 33-01-01-16-127-001, and

Approval of this Certificate will provide the owner or potentially the developer of property an abatement of certain property taxes for the improvements to the property noted above. Further information regarding this issue may be obtained from Karl Dorshimer, Lansing Economic Area Partnership (LEAP), 1000 S. Washington Ave., Suite 201, Lansing, MI 48910, 517-702-3387.

**ECONOMIC DEVELOPMENT CORPORATION  
LANSING CITY TREASURER APPROVAL FORM  
BUSINESS**

Business Name: Motion Properties

Business Contact Person: Patrick and Tiffany Dowling

Phone Number: 517-206-1661

Project Location: 221 W. Saginaw, Lansing, MI 48933

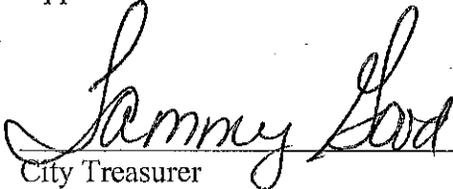
Type of EDC Service: OPRA Application

EDC Contact Person Name: Gabriela Allum

Email: gabriela@purelansing.com Phone Number: 517-643-1564

Due Date: As soon as possible

Approval:

  
\_\_\_\_\_  
City Treasurer

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

WHEREAS, The City of Lansing was one of 8 cities selected to receive a National League of Cities / MetLife Foundation grant for “Financial Inclusion Systems and City Leadership (FISCL)”;

WHEREAS, the National League of Cities / MetLife Foundation grant was the result of a competitive proposal process, and a proposal was submitted by the Office of Financial Empowerment on May 23, 2016, approved on June 10, 2016, and will be paid on July 22, 2016; and

WHEREAS, The National League of Cities / MetLife Foundation grant supports the building of financial inclusion systems within city government; and

WHEREAS, the National League of Cities awarded \$30,000.00 to the City of Lansing’s Office of Financial Empowerment; and

WHEREAS, the award for \$30,000.00 does not require a local match;

NOW, THEREFORE, BE IT RESOLVED, The Lansing City Council approves acceptance of the National League of Cities / MetLife Foundation Grant in the total amount of \$30,000.00 for the grant period beginning June 2016 and ending December 2017 for the City of Lansing.

BE IT FINALLY RESOLVED, 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.

Approved for Placement on City Council Agenda

\_\_\_\_\_  
Jim Smiertka, City Attorney

Date: \_\_\_\_\_

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RICK SNYDER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
MICHIGAN LIQUOR CONTROL COMMISSION  
ANDREW J. DELONEY  
CHAIRMAN

Shelly Edgerton  
DIRECTOR

October 6, 2016

City Clerk  
Lansing City  
city.clerk@lansingmi.gov

The purpose of this letter is to notify this local legislative body that the Michigan Liquor Control Commission has received an application for a license, as follows:

**Request ID#:** 856074

**New SDM License**

**Name of applicant(s):** Dolgencorp, LLC

**Business address and phone:** 5146 N Grand River Ave, Lansing MI 48906, Ingham County

**Home address and phone number of partner(s)/subordinates:**  
Dollar General Corporation, 100 Mission Ridge, Goodlettsville TN 37072- P. 615-855-4000

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. The Michigan Liquor Control Code does not require the approval of this request by the local unit of government.

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



XV B 1 b.

RICK SNYDER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
MICHIGAN LIQUOR CONTROL COMMISSION  
ANDREW J. DELONEY  
CHAIRMAN

Shelly Edgerton  
DIRECTOR

October 6, 2016

City Clerk  
Lansing City  
city.clerk@lansingmi.gov

The purpose of this letter is to notify this local legislative body that the Michigan Liquor Control Commission has received an application for a license, as follows:

**Request ID#:** 856276

**New SDM License**

**Name of applicant(s):** Razmal, Jawed J

**Business address and phone:** 3135 S Pennsylvania Ave, Lansing MI 48910, Ingham County

**Home address and phone number of partner(s)/subordinates:**  
Jawed Razmal, 2396 Wild Ginger Lane, Las Vegas NV 89134- C. 517-749-3093

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. The Michigan Liquor Control Code does not require the approval of this request by the local unit of government.

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



# City of Lansing

OFFICE OF THE CITY ATTORNEY

## Claim Form – Special Assessments

1319

Please provide the following information so we can contact you regarding your claim.

NAME: FATHIMA KHAN DATE: \_\_\_\_\_

MAILING ADDRESS: P.O. Box 1382

CITY: E. Lansing STATE: MI ZIP CODE: 48826

TELEPHONE: Home (517) 488-9659 Work (517) 488-9659

Please provide the following information on the incident(s) for which you are filing a claim. IF YOU DO NOT PROVIDE ALL OF THE INFORMATION BELOW, WE MAY NOT BE ABLE TO PROCESS YOUR CLAIM.

ADDRESS: <u>418 HURON ST</u>	PARCEL NO. <u>33-01-01-17-380-111</u>
DATE OF INCIDENT: <u>2015</u>	AMOUNT YOU WERE BILLED: <u>Board up fee \$253</u> <u>Trash Removal \$340</u>
TOTAL AMOUNT YOU ARE CLAIMING: <u>593<sup>00</sup>/<sub>100</sub></u>	
TYPE OF ASSESMENT: <u>TRASH / BOARD UP</u>	
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.	
<p>THERE WAS NO BOARDING WORK DONE BY THE SPOKE CODE COMPLAINS ZACK he assured me that there was no pick up or violation</p> <p>The Re-cycle bin was filled by me. there was no trash Zack knows that they (the pick up people) get empty trash (recycle) bin and charging me \$340 &amp; boarding \$253</p>	

A description of the claims review process is available on our website at: [http://www.lansingmi.gov/attorney/Claims\\_review\\_process.jsp](http://www.lansingmi.gov/attorney/Claims_review_process.jsp)



## Zuchowski, Monica

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**From:** M3khan <m3khan@gmail.com>  
**Sent:** Tuesday, October 04, 2016 8:58 AM  
**To:** Clerk, City  
**Subject:** Request for placement on City Council's General Service Committee Agenda

Re: Claim - 418 Huron

I am appealing the decision of Claim review committee, which took place on September 13, 2016, in my real estate tax billing, changes were for BOARD UP FEE \$253.00, there was no board up job has been done, I requesting a refund of \$253.00 plus what the claim review committee rewarded \$78.00 (Eric's refuse LLC Fraudulently changed 3 yard to 5 yard invoice #4330 dated 1/24/2016.

Thanks

Fathima Khan esq  
POA Mohammed Khan  
(517)488-9659

Sent from my iPad

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This email has been scanned by the City of Lansing Symantec Email Security.cloud service.  
For more information please visit <http://www.symanteccloud.com>

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# City of Lansing

OFFICE OF THE CITY ATTORNEY

James D. Smiertka, City Attorney

September 16, 2016

Fathima Khan  
P.O. Box 1382  
East Lansing, MI 48826

Re: Claim – 418 Huron

Dear Mr. Khan:

Please be advised that on September 13, 2016, the Claims Review Committee reviewed your claim in the amount of \$593.00 regarding a trash violation at the above address and GRANTED a portion of your claim, in amount of \$78.00.

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, 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  
Legal Assistant

Enclosure





















DATE: 08/25/2016

PPN: 33-01-01-17-380-111  
DATE SUBMITTED: 8/28/2016  
ADDRESS OF VIOLATION: 418 Huron  
LISTED TAXPAYER OF RECORD: Khan, Fathima  
OTHER TAXPAYER OF RECORD:  
CLAIMANT: Khan, Fathima  
CLAIMANT'S ADDRESS: P.O. Box 1382  
East Lansing, MI 48826

**TYPE OF ACTIONS CONTESTED:** Trash Removal  
VIOLATION DATE: 12/15/2015  
NOTIFICATION DATE: 12/15/2015  
2<sup>ND</sup> NOTICE ASSESSMENT DATE:  
AMOUNT OF ASSESSMENT: \$518.00  
CONTRACTOR NAME - INVOICE NO. - DATE: Crutcher 16-T003 1/20/2016  
AMOUNT OF CLAIM: \$593.00

**ADDITIONAL ACTIONS CONTESTED:**  
VIOLATION DATE:  
NOTIFICATION DATE:  
2<sup>ND</sup> NOTICE ASSESSMENT DATE:  
AMOUNT OF ASSESSMENT:  
CONTRACTOR NAME - INVOICE NO. - DATE:  
AMOUNT OF CLAIM:  
MEMO DATE - INVOICE NO.:

HISTORY:	Failure to Register Rental 3/22/2016	Failure to Register Rental 6/22/2016	Pink Tagged/LOC 8/25/2016
CITATIONS IN PREVIOUS YEAR:	Grass Violation 5/29/2015	Trash Violation 5/29/2015	Trash Violation 12/15/2015
CLAIMANT'S CIRCUMSTANCES:	See Attached		



CODE OFFICER'S NOTES: This property was cited for a trash violation on 12/15/2015 with a compliance due date of 12/22/2016. The owner called on 2/15/2016 and stated he had received a bill for a trash removal spoke with the Premise Officer Zachary Driver (please see notes) he indicated he had beat the trash contractor and Officer Driver noted to him the pictures in BS&A indicated otherwise and the claimant was informed that at this time his only recourse was to file a claim. The claimant took no action until he received the tax bill and is not claiming there wasn't a trash removal done. The billing notice that went out stated Trash Administrative fee and Board up which was an error they both should have stated trash removal but the fee is correct and the owner knew back in February it was all trash removal not board up and if I had been notified it was incorrect I could have corrected the billing notice before it was added to the property taxes. The claimant is also claiming \$593.00 but the trash removal was \$518.00 with a \$75.00 multiple notice assessment for being multiple premise violations in a calendar year. This same owner has a history of premise violations please see the attached screen shots of her other properties with their histories of premise violations. This office recommends denial of the claim.



RECEIVED AUG 08 2016

# City of Lansing

OFFICE OF THE CITY ATTORNEY

1319

## Claim Form – Special Assessments

Please provide the following information so we can contact you regarding your claim.

NAME: FATHIMA KHAN DATE: \_\_\_\_\_

MAILING ADDRESS: P.O. Box 1382

CITY: E. Lansing STATE: MI ZIP CODE: 48826

TELEPHONE: Home 517 488-9659 Work 517 488-9659

Please provide the following information on the incident(s) for which you are filing a claim. IF YOU DO NOT PROVIDE ALL OF THE INFORMATION BELOW, WE MAY NOT BE ABLE TO PROCESS YOUR CLAIM.

ADDRESS: 418 HURON ST PARCEL NO. 33-01-01-17-380-111

DATE OF INCIDENT: 2015 AMOUNT YOU WERE BILLED: Board up fee \$253  
Trash Removal \$340

TOTAL AMOUNT YOU ARE CLAIMING: 593<sup>00</sup>/<sub>100</sub>

TYPE OF ASSESMENT: TRASH / BOARD UP

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.

THERE WAS NO BOARDING WORK DONE BY THE SPOKE CODE complains Zack he assured me that there was no pick up or violation

The Re-cycle bin was filled by me. there was no trash Zack knowir that They (the pick up people) & empty trash (recycle) bin and charging me \$340 & boarding \$253

A description of the claims review process is available on our website at: [http://www.lansingmi.gov/attorney/Claims\\_review\\_process.jsp](http://www.lansingmi.gov/attorney/Claims_review_process.jsp)



# OFFICE OF THE CITY ATTORNEY



## MEMORANDUM

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**To:** LYNNE PUENTE, Code Compliance

**From:** VENUS KUMAR, Legal Assistant

**Subject:** SPECIAL ASSESSMENT CLAIM; FATHIMA KHAN  
**Date of Incident:** On Summer 2016 Tax Bill

**Date:** August 8, 2016

Attached is a Claim Form received by this office from Fathima Khan for \$593.00 due to Trash Removal and Board Up Fees at 418 Huron Street.

Please have the history of this incident investigated and compile all records, data, back up information, and the like and return to me so that Billie O'Berry can review the information and make a determination as to whether the City is liable or not.

Thank you for your assistance.

/vmk  
Attachments





# OFFICE OF THE CITY ATTORNEY



## MEMORANDUM

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**To:** LYNNE PUENTE, Code Compliance

**From:** VENUS KUMAR, Legal Assistant

**Subject:** SPECIAL ASSESSMENT CLAIM; FATHIMA KHAN  
**Date of Incident:** On Summer 2016 Tax Bill

**Date:** August 8, 2016

Attached is a Claim Form received by this office from Fathima Khan for \$593.00 due to Trash Removal and Board Up Fees at 418 Huron Street.

Please have the history of this incident investigated and compile all records, data, back up information, and the like and return to me so that Billie O'Berry can review the information and make a determination as to whether the City is liable or not.

Thank you for your assistance.

/vmk  
Attachments



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**

**KHAN FATHIMA or Current Occupant  
PO BOX 1382  
EAST LANSING, MI 48826**

**Violation Date: 12/15/2015  
Violation Location: 418 HURON ST  
Parcel No: 33-01-01-17-380-111  
Compliance Due Date: December 22, 2015**

**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: Deteriorated building materials***

**INSPECTOR COMMENTS: *siding, roofing material, window, bricks, tarp located at the back end of the driveway.***

***Violaton: Deteriorated Pallets***

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**

"Equal Opportunity Employer"

**Taxpayer's Copy**



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**

**Occupant or Current Occupant**  
418 HURON ST  
LANSING, MI 48915

**Violation Date:** 12/15/2015  
**Violation Location:** 418 HURON ST  
**Parcel No:** 33-01-01-17-380-111  
**Compliance Due Date:** December 22, 2015

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**Code Officer:** Zachary Driver (517) 702 4750

"Equal Opportunity Employer"

**Taxpayer's Copy**

**CITY OF LANSING**

316 N. CAPITOL SUITE C2

Lansing, MI 48933

Ph: (517) 483-4361

Fax: (517) 377-0100

Invoice No.: 00069026

Date: 01/25/2016

Record: E15-10746

KHAN FATHIMA

PO BOX 1382

EAST LANSING, MI 48826

**TOTAL AMOUNT DUE**

**\$518.00**

<b>Item Category</b>	<b>Item Description</b>	<b>Amount Due</b>
Code Compliance	Trash - Admin Fee	\$265.00
Code Compliance	Title Search/Board-Up (Res) Co	\$253.00
<b>Total Amount Due</b>		<b>\$518.00</b>

**CITY OF LANSING**

316 N. CAPITOL SUITE C2

Lansing, MI 48933

Ph: (517) 483-4361

Fax: (517) 377-0100

Invoice No. : 00067691

Date: 12/15/2015

Record: E15-10746

KHAN FATHIMA

PO BOX 1382

EAST LANSING, MI 48826

**TOTAL AMOUNT DUE**

**\$75.00**

Item Category	Item Description	Amount Due
Code Compliance	Trash 2nd Notice	\$75.00
<b>Total Amount Due</b>		<b>\$75.00</b>

Eric's Refuse LLC

P.O. Box 16035  
Lansing, MI 48901

# Invoice

Date	Invoice #
1/24/2016	4330

Bill To
City of Lansing Office of Code Compliance 316 North Capital Lansing, MI 48933-1238

property address
418 huron St 33-01-01-17-380-111

Terms

work complete
1/24/2016

Quantity	Item Code	Description	Price Each	Amount
1	1hr 3cy	first hour and 3 yards of debris	175.00	175.00
3	class 2	construction material after 3	26.00	78.00
		work complete 1/20/16 total yards 5 submitted by Zachary Driver		
All work is complete!			<b>Total</b>	\$253.00



Mayor Virg Bernero

**LANSING FIRE DEPARTMENT  
FIRE MARSHAL'S OFFICE  
Code Compliance Section**

316 N. Capitol Avenue Ste. C-2

Lansing, MI 48933

Phone: 517-483-4361

Fax: 517-377-0100

15-T003

ZD 2-15-16: Spoke with Khan (owner, 517-488-9659). He received a bill for this clean up after we had spoke on the phone. Our initial conversation was held the date of submittal. I informed him that I had already submitted the trash violations to our contractor and that the contractor has a heavy work load right now, so he may not clean it up immediately. If he can clean up the property before our trash contractors do, he will not be charged for the submittal. Mr. Khan agreed he would clean up the property immediately in hopes of beating the trash contractors there.

With the conversation held TODAY, Mr. Khan claims to have beat the trash contractors there to remove the violations written. The images in the system show otherwise. I directed toward a claim form.





Mayor Virg Bernero

# LANSING FIRE DEPARTMENT FIRE MARSHAL'S OFFICE

## Code Compliance Section

316 N. Capitol Avenue Ste. C-2

Lansing, MI 48933

Phone: 517-483-4361

Fax: 517-377-0100

Building Department Net User: LPUENTE Group: LANSING

File View Navigation Tasks Reports Utilities BSA Applications Help Full Screen

Search Index Add Delete Audit Hide Tools

Property  
Projects  
Permits  
PZE Processes  
Enforcements  
EIS-04755 Trash Compled D80  
Attachments  
Owner of Record: KHAN FATHIMA  
Transactions: None  
User Fields  
Premises, Violation(s)  
Premises Re-Check, Compled  
Certificates of Occupancy  
Inspection Groups  
Tables  
Program Setup

Address: 517 S JENKSON AVE Parcel Number: 33-01-01-17-452-031  
Owner: IG-AN FATHIMA Other owner properties...

Certificate Number	Building	Type	Status
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Amount Due: \$0.00  
Sort Index: Address  
Print Queue [0] Journals Required [3857] Quick Invoice

Page 1 of 3 | Words: 25 | 100% | 10:55 AM 8/25/2015



Mayor Virg Bernero

# LANSING FIRE DEPARTMENT FIRE MARSHAL'S OFFICE

## Code Compliance Section

316 N. Capitol Avenue Ste. C-2

Lansing, MI 48933

Phone: 517-483-4361

Fax: 517-377-0100

The screenshot displays a Microsoft Word document titled "letterhead.docx" containing a software interface for the Lansing Fire Department's Code Compliance Section. The interface is titled "Building Department\_Mst" and "User: LPUENTE". It features a navigation tree on the left with categories like Property, Projects, Permits, and P/E Processes. The main area shows a form for a specific violation, E16-11905, with fields for Address (5325 S CEDAR ST), Parcel Number (33-01 05-04 226-085), Owner (KHAN FATHIMA), and Officer (Lynne Puentes). A "Fee Summary" table is visible, showing Total Fees of \$0.00, Paid of \$3.00, and Balance of \$6.00. A "Comments" section at the bottom contains the text: "8/02/2016-no response to issued letter per bel of utilities are on in owners name but the consumption would indicate the residential building to occupied the property has 2 commercial bldgs and 1 residence/imp". The interface also includes a "Quick Entry" button and a "Discard Changes" button.

Fee Summary		
Total Fees:	\$0.00	
Paid:	\$3.00	
Balance:	\$6.00	













**Jackson, Brian**

---

**From:** Boak, Sherrie  
**Sent:** Monday, September 26, 2016 10:31 AM  
**To:** Swope, Chris; Jackson, Brian  
**Subject:** FW: Scott Park

---

**From:** Wood, Carol  
**Sent:** Monday, September 26, 2016 10:06 AM  
**To:** Boak, Sherrie  
**Subject:** FW: Scott Park

Please make this part of Public Record.

Carol

---

**From:** denise rigotti [<mailto:rigotti04@hotmail.com>]  
**Sent:** Monday, September 26, 2016 7:28 AM  
**To:** City Council  
**Subject:** Scott Park

Please say NO to the substation and perserve a beautiful lansing landmark

✿Save Scott Park Sunken Garden✿

Thank you all and have a blessed day ☺

*Powered by Cricket Wireless*

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## Jackson, Brian

---

**From:** Boak, Sherrie  
**Sent:** Monday, September 26, 2016 10:57 AM  
**To:** Swope, Chris; Jackson, Brian  
**Subject:** FW: Scott Sunken Garden

---

**From:** Wood, Carol  
**Sent:** Monday, September 26, 2016 10:41 AM  
**To:** Boak, Sherrie  
**Subject:** FW: Scott Sunken Garden

Please make this part of Public Record.  
Carol

---

**From:** Kyle Dymond [<mailto:dymondka@gmail.com>]  
**Sent:** Monday, September 26, 2016 7:37 AM  
**To:** City Council  
**Subject:** Scott Sunken Garden

Hello-

Please consider another location for the BWL substation. Lansing has a reputation for destroying historical properties in the name of "progress" and this is another instance. While I appreciate the desire to modernize infrastructure, to do so by eliminating history is shortsighted. Please work with BWL and other partners to find a new location. Thank you for your consideration.

Kyle Dymond  
Lansing

Sent from my iPhone

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## Jackson, Brian

---

**From:** Boak, Sherrie  
**Sent:** Monday, September 26, 2016 10:30 AM  
**To:** Swope, Chris; Jackson, Brian  
**Subject:** FW: Support for saving Scott House and Sunken Garden

-----Original Message-----

From: Wood, Carol  
Sent: Monday, September 26, 2016 9:56 AM  
To: Boak, Sherrie  
Subject: FW: Support for saving Scott House and Sunken Garden

Please make part of Public Record.  
Carol

-----Original Message-----

From: Tiffany Norman [<mailto:norman.tiffanym@gmail.com>]  
Sent: Monday, September 26, 2016 8:16 AM  
To: City Council  
Subject: Support for saving Scott House and Sunken Garden

Hello,

I want to voice my support for having the LBWL build their substation somewhere other than this beautiful, historic park. We need to preserve green spaces, not tear them down.

Thank you,  
Tiffany Norman

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## Jackson, Brian

---

**From:** Boak, Sherrie  
**Sent:** Monday, September 26, 2016 11:19 AM  
**To:** Jackson, Brian; Swope, Chris  
**Subject:** FW: Vote NO to the special use permit! Save the Sunken Gardens!

---

**From:** Wood, Carol  
**Sent:** Monday, September 26, 2016 11:16 AM  
**To:** Boak, Sherrie  
**Subject:** FW: Vote NO to the special use permit! Save the Sunken Gardens!

Please make sure this part of Public Record.

Carol

**From:** Alison Alfredson [<mailto:alisonalfredson@gmail.com>]  
**Sent:** Monday, September 26, 2016 11:11 AM  
**To:** Yorke, Jessica; Hussain, Adam; Washington, Jody; Wood, Carol; Brownclarke, Judi; Spitzley, Patricia; Dunbar, Kathie; Houghton, Tina; Lansing Mayor; City Council  
**Subject:** Vote NO to the special use permit! Save the Sunken Gardens!

I am a REO Town resident and it is crucial we retain any natural beauty and attractions in our area. We do not need more industrial/municipal/power plants in our neighborhood. If you want our area to grow into an attractive, social and commercial environment you must protect the few things we have to offer. My 3 kids love the Sunken Gardens and ask to visit regularly. You should be promoting the garden and green space instead of wanting to tear it out. Vote no tonight.

Thank you,

Alison Alfredson  
Moores Park resident

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For more information please visit <http://www.symanteccloud.com>

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## Jackson, Brian

---

**From:** Boak, Sherrie  
**Sent:** Monday, September 26, 2016 10:30 AM  
**To:** Swope, Chris; Jackson, Brian  
**Subject:** FW: YOU ARE INCITING A RIOT!!!

---

**From:** Wood, Carol  
**Sent:** Monday, September 26, 2016 9:50 AM  
**To:** Boak, Sherrie  
**Subject:** FW: YOU ARE INCITING A RIOT!!!

Please make this part of Public Record.

Carol

**From:** PopsWomboldt . [<mailto:derekwombolddt@gmail.com>]  
**Sent:** Monday, September 26, 2016 9:41 AM  
**To:** City Council  
**Subject:** YOU ARE INCITING A RIOT!!!

Lansing City Council,

Tonight you have the opportunity to make a difference in our lives! You have the chance to stand up for THE PEOPLE of Lansing. We have been taken advantage of for TO LONG. We have been MISREPRESENTED, MISS GUIDED, and flat out LIED TO for TO LONG! We have suffered MILLIONS of lost TAX DOLLARS under Dick Peffley's incompetent leadership and now He wants to STEAL HISTORICAL TREES AND LAND FROM OUR CHILDREN!

How can this ever be considered? Perhaps we should sell YOUR CHILDRENS FRESH AIR AND YOUR LAND for BWL's antiquated technological trash sites! DO NOT ALLOW OUR GOVERNMENT TO STEAL PUBLIC RESOURCES AND LAND FROM OUR PEOPLE!!! Vote to keep Scott Sunken Garden Free Public Land!

While we are at it DEMAND THE BEST ENERGY PROPAGATION!

PROPANE IS A OUTDATED DIRTY INEFFICIENT SUBSTANDARD FOSSIL FUEL!!!

WE DESERVE BETTER!!!

WE DESERVE GREEN RENEWABLE ENERGY!!!  
DEMAND A NEW RENEWABLE ENERGY PROPAGATION SOURCE!!!

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## Jackson, Brian

---

**From:** Boak, Sherrie  
**Sent:** Monday, September 26, 2016 4:23 PM  
**To:** Swope, Chris; Jackson, Brian  
**Subject:** FW: BWL Central Station Land use permit

---

**From:** Wood, Carol  
**Sent:** Monday, September 26, 2016 4:22 PM  
**To:** Boak, Sherrie  
**Subject:** FW: BWL Central Station Land use permit

Please make this part of the Public Record.

Carol

**From:** Mary Toshach [<mailto:mtoshach@gmail.com>]  
**Sent:** Monday, September 26, 2016 1:37 PM  
**To:** Yorke, Jessica; Hussain, Adam; Washington, Jody; Wood, Carol; Brownclarke, Judi; Spitzley, Patricia; Dunbar, Kathie; Houghton, Tina  
**Subject:** BWL Central Station Land use permit

Chapter 1282 Lansing Municipal Code

*(f) The Board shall hold a public hearing for the purpose of considering the special land use request and recommend to Council whether it should approve, approve with conditions or deny the special land use. In making its recommendation, the Board shall consider each of the following standards:*

- ((1) If the special land use is designed, constructed, operated and maintained in a manner **harmonious** with the character of adjacent property and the surrounding area;*
- (2) If the special land use **changes the essential character** of the surrounding area;*
- (3) If the special land use **interferes with the general enjoyment of adjacent property**;*
- (4) If the special land use **represents an improvement** to the use or character of property under consideration and the surrounding area in general and also is **in keeping with the natural environment of the lot**;*
- (5) If the special land use is **not hazardous to adjacent property**, or does not involve uses, activities, materials or equipment which are detrimental to the health, safety or welfare of persons or property through the excessive production of traffic, noise, smoke, odor, fumes or glare;*
- (6) If the special land use is adequately served by essential public facilities and services, or it is demonstrated that the person responsible for the proposed special land use is able to continually provide adequately for the services and facilities deemed essential to the special land use under consideration;*
- (7) If the special land use does not place demands on public services and facilities in excess of current capacity;*
- (8) If the special land use is **consistent with the intent and purpose of this Zoning Code** and the objectives of any currently adopted Comprehensive Plan; and*
- (9) If the special land use meets the **dimensional requirements** of the district in which the property is located.* Dear City Council

Above is the wording from the Lansing Municipal code which outlines the standards for approval or denial of a Special Land Use permit. It does not appear that the Planning Board has done their due diligence in considering these standards. I have **bolded** the areas that have not been adequately studied nor clarified by the board.

1282 (f) (1) - Harmony with the adjacent property - how is a 40' wall surrounding steel towers and multitudes of wires **harmonious** with a park, river front, historic house museum and garden? No amount of artwork or other "enhancements" will make a difference.

1282 (f) (2) - **Changes the essential character** of the surrounding area....a substation definitely will change the character. An interested investor to adjacent property has already pulled out, the Womens Hall of Fame is looking for an alternative location - how long before this "new and improved" park becomes an encampment for the homeless? What are the future plans for Cooley Gardens and the Cooley - Haze house? If the Womens Hall of Fame relocates will the fate of the Scott Center be repeated?

1282 (f) (3) It will be difficult to enjoy the adjacent property. Residents in nearby apartment buildings are already concerned about the proximity of the substation and the potential health risks it represents. Additionally their current view is of the vegetation along the river - the future is a forest of steel and wires. The "enjoyment " of the fishing platform and short extension of the rivertrail are questionable. The platform will overlook the parking lot of an apartment building and the rivertrail dumps travelers onto Townsend St. - how long will this be viable with GMs future plans that precludes them from providing land for the construction of this substation?

1282 (f) (4) Even with the proposed fishing platform and artwork the substation does not represent an improvement in use or character and is not in keeping with the natural environment of the lot. Removal of trees and plantings that have been on the site for decades for the construction of a barren substation with a surrounding brick wall cannot be considered an improvement nor a keeping.

1282 (f) (5) Although controversial, the white noise and Electro Magnetic Fields generated by substations have been linked to health issues for some individuals that have experienced prolonged exposure (consider those using the park in the future and the residents across the river). These issues include migraines, fatigue and development of some cancers including Leukemia. Remember that the link between smoking and cancer was disputed for decades before accepted.

1282 (f) (6) & (7) No contest - as a public utility this project meets these standards

1282 (f) (8) This land is zoned Park - and is used as such - the Master Plan (as adopted) does not include any recommendation for use as an industrial site. The Master Plan does recommend the construction of industrial uses within existing industrial sites.

1282 (f) (9) Land use codes do not have any dimensional requirements for a park use, however if this is to become industrial it should be required to meet the set backs and other dimensional requirements of any other industrial site.

Also the land use "Open Space - Quasi-Public/Utility" does not appear anywhere in the Municipal Code. Open Space is mentioned, and quasi-public appears to be used twice - once in relation to utility poles and the other in the definition for "institution". There may be others that were missed, but there should be some parameters and development guidelines established for such a use.

Since these issues have not been considered, or there has been no explanation for ignoring them, it would be prudent to delay this decision.

Thank you for your consideration of these facts. I hope for the good of the city, you make the appropriate decision.

Mary Toshach  
Grand Ave

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## Jackson, Brian

---

**From:** Boak, Sherrie  
**Sent:** Monday, September 26, 2016 3:55 PM  
**To:** Jackson, Brian; Swope, Chris  
**Subject:** FW: Scott Sunken Garden

For the record

---

**From:** Becky Womboldt [<mailto:bwomboldt@highfields.org>]  
**Sent:** Monday, September 26, 2016 3:53 PM  
**To:** City Council  
**Subject:** Scott Sunken Garden

City Council Members,

I am writing to urge you to please use your legislative power to vote NO SUBSTATION on the historic riverfront city park and to insist that BWL find an appropriate location for the substation. Our community and all future generations deserve to enjoy this historical garden and park! Many questions have been asked of BWL which they HAVE NOT effectively answered.

Thank you for your time,

Becky Womboldt

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## Jackson, Brian

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**From:** Boak, Sherrie  
**Sent:** Monday, September 26, 2016 10:30 AM  
**To:** Swope, Chris; Jackson, Brian  
**Subject:** FW: Scott Park

---

**From:** Wood, Carol  
**Sent:** Monday, September 26, 2016 10:06 AM  
**To:** Boak, Sherrie  
**Subject:** FW: Scott Park

Please make this part of Public Record.

Carol

---

**From:** denise rigotti [<mailto:rigotti04@hotmail.com>]  
**Sent:** Monday, September 26, 2016 7:28 AM  
**To:** City Council  
**Subject:** Scott Park

Please say NO to the substation and perserve a beautiful lansing landmark

✿Save Scott Park Sunken Garden✿

Thank you all and have a blessed day ☺

*Powered by Cricket Wireless*

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## Jackson, Brian

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Becky Womboldt

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## Jackson, Brian

---

**From:** Boak, Sherrie  
**Sent:** Monday, September 26, 2016 1:51 PM  
**To:** Swope, Chris; Jackson, Brian  
**Subject:** FW: Substation Supporter

**From:** Paul Brogan [<mailto:pbrogan81@gmail.com>]  
**Sent:** Monday, September 26, 2016 1:34 PM  
**To:** City Council  
**Subject:** Substation Supporter

Hello Council members,

I have spent considerable time researching and discussing the issue before you regarding the Scott Sunken Garden and the BWL Substation. I have lived in Lansing my entire life and am now a small business owner in Downtown. I have a deep love for my City and appreciate its historical value. I have always been a supporter of saving history in our Capital City. So much has been destroyed over the past several decades. This is why the decision to support the new Substation has been a difficult one for me. At first, I was very much against the idea of killing the garden and moving the Scott House in replace of a cement structure. It did not really make sense to me. Why would we continue to erect buildings and structures along the river front that have no aesthetic appeal or practical use? Why would we dishonor the man who gifted the land to city?

Just last week I reviewed the plans of the proposed substation, relocation of the garden, and the possibility that the Scott house may be saved by Habitat for Humanity. What this plan shows is a wonderful reuse of the property! The substation itself will be aesthetically pleasing and will in fact add an inviting element to REO Town. Interpretive panels on the side of the building will celebrate local history. The river trail extension and Grand River viewing platforms, added entry point to the trail from Washington avenue, and a beautiful entrance to the gardens will be wonderful additions! With the proposed relocation of the Scott Garden closer to the Cooley Gardens visitors may have a greater overall experience enjoying the property. This plan will, without a doubt in my mind, bring more visitors, tourists, and members of the community to this corner. Showing off the value of the river, gardens, and our natural resource assets. All the while, allowing our publicly owned Power Company to move forward on their commitment to cleaner energy.

I now look at this substation as a gift for our community. The plan has been well thought through and BWL will commit to making it happen. The history of the property can still be celebrated and if the Scott House is saved it will be because of this plan. Because of action taken!

My business, River Town Adventures, promotes the use of our rivers, the river trail, and tourism in general. We literally put thousands of people on the river every year. Our customers make up an eclectic mix of community members, Lansing citizens, visitors, and tourists. As we continue to try and attract young professionals to Lansing to live, work, and play we must be thinking about how possible developments and projects can positively affect our community. REO Town is in the middle of a resurgence along with many other areas of Lansing. This substation plan has value and will add a sense of place to the neighborhood!

If we "save the Gardnen" the property will stay the same and the Scott House (unless purchased and moved) will continue to sit in eventual ruin. The BWL is bringing to the table a plan that will promote REO Town, the

river trail, and add beauty to that area. Lets come together and moved forward on positive action for our Capital City.

Thank you,

Paul Brogan  
Co-Owner  
River Town Adventures!

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For more information please visit <http://www.symanteccloud.com>

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## Jackson, Brian

---

**From:** Boak, Sherrie  
**Sent:** Monday, September 26, 2016 6:21 AM  
**To:** Swope, Chris; Jackson, Brian  
**Subject:** Fwd: Additional details on Eckert Station

Sent from my iPhone  
Have a great day  
Sherrie

Begin forwarded message:

**From:** "Wood, Carol" <[Carol.Wood@lansingmi.gov](mailto:Carol.Wood@lansingmi.gov)>  
**Date:** September 25, 2016 at 10:33:15 PM EDT  
**To:** "Boak, Sherrie" <[Sherrie.Boak@lansingmi.gov](mailto:Sherrie.Boak@lansingmi.gov)>  
**Subject:** FW: Additional details on Eckert Station

Please make this part of Public Record.

Carol

---

**From:** Thomas Morgan [[thomas.patrick.morgan@gmail.com](mailto:thomas.patrick.morgan@gmail.com)]  
**Sent:** Sunday, September 25, 2016 9:09 PM  
**To:** City Council  
**Subject:** Additional details on Eckert Station

According to the Clean Air Task Force, the following deaths and diseases are attributable to fine particle pollution from Eckert Station.

Delaying its closure is not a responsible option. Again, your responsibility is to the many -- not the few.

[http://www.catf.us/fossil/problems/power\\_plants//](http://www.catf.us/fossil/problems/power_plants//)

Type of Impact	Annual Incidence	Valuation
Deaths	20	\$150,000,000
Heart attacks	32	\$3,500,000
Asthma attacks	320	\$17,000

Hospital admissions	15	\$340,000
Chronic bronchitis	12	\$5,300,000
Asthma ER visits	18	\$7,000

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## Jackson, Brian

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**From:** Boak, Sherrie  
**Sent:** Monday, September 26, 2016 6:26 AM  
**To:** Swope, Chris; Jackson, Brian  
**Subject:** Fwd: Parks

Sent from my iPhone  
Have a great day  
Sherrie

Begin forwarded message:

**From:** "Wood, Carol" <[Carol.Wood@lansingmi.gov](mailto:Carol.Wood@lansingmi.gov)>  
**Date:** September 24, 2016 at 6:50:35 PM EDT  
**To:** "Boak, Sherrie" <[Sherrie.Boak@lansingmi.gov](mailto:Sherrie.Boak@lansingmi.gov)>  
**Subject:** FW: Parks

Please make sure this is part of Public Record.  
Carol

---

From: Stacey Govito [[staceygovito@yahoo.com](mailto:staceygovito@yahoo.com)]  
Sent: Saturday, September 24, 2016 4:17 PM  
To: City Council  
Subject: Parks

To all,

Vote 'No' substation on this historic riverfront city park and please find an appropriate location for the substation. Parks are important to outside activities for all.

Sincerely and respectfully,  
Stacey Govito, concerned citizen

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## Jackson, Brian

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**From:** Boak, Sherrie  
**Sent:** Monday, September 26, 2016 6:26 AM  
**To:** Jackson, Brian; Swope, Chris  
**Subject:** Fwd: Scott garden

Sent from my iPhone  
Have a great day  
Sherrie

Begin forwarded message:

**From:** "Wood, Carol" <[Carol.Wood@lansingmi.gov](mailto:Carol.Wood@lansingmi.gov)>  
**Date:** September 24, 2016 at 6:53:04 PM EDT  
**To:** "Boak, Sherrie" <[Sherrie.Boak@lansingmi.gov](mailto:Sherrie.Boak@lansingmi.gov)>  
**Subject:** FW: Scott garden

Please make this part of the Public Record.

Carol

Carol Wood  
Councilmember At-Large  
517 483-4188 office

---

**From:** Kandace Ormsbee [[kandyo3@hotmail.com](mailto:kandyo3@hotmail.com)]  
**Sent:** Saturday, September 24, 2016 3:28 PM  
**To:** City Council  
**Subject:** Scott garden

Dear city council, please vote NO !on the sub station, to be built on the Scott Garden site. That is a beautiful property which Lansing needs to retain as [is.there](#) are other sites more appropriate for BWL. I remember going to this park with my mother when i was a child and her telling me about the prominent familys of that area,as i have told my children. this needs to continue, as well as Lansing needs to preserve history and beauty of our city.

Sent from my MetroPCS 4G LTE Android device

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## Jackson, Brian

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**From:** Boak, Sherrie  
**Sent:** Monday, September 26, 2016 6:28 AM  
**To:** Swope, Chris; Jackson, Brian  
**Subject:** Fwd: Scott Gardens

Sent from my iPhone  
Have a great day  
Sherrie

Begin forwarded message:

**From:** "Wood, Carol" <[Carol.Wood@lansingmi.gov](mailto:Carol.Wood@lansingmi.gov)>  
**Date:** September 24, 2016 at 7:18:47 PM EDT  
**To:** "Boak, Sherrie" <[Sherrie.Boak@lansingmi.gov](mailto:Sherrie.Boak@lansingmi.gov)>  
**Subject:** FW: Scott Gardens

Please make this part of Public Record.

Carol

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**From:** Vicki Kaiser [[vkaiser@ameritech.net](mailto:vkaiser@ameritech.net)]  
**Sent:** Friday, September 23, 2016 5:20 PM  
**To:** Yorke, Jessica; Hussain, Adam; Washington, Jody; Wood, Carol; Brownclarke, Judi; Spitzley, Patricia; Dunbar, Kathie; Houghton, Tina; Lansing Mayor; City Council  
**Subject:** Scott Gardens

I am writing to voice my opposition to the BWL (or city of Lansing) from taking the Scott Gardens for any reason; the historic gardens are irreplaceable!  
There are other sites that can be used much easier than taking a historic site from the people of Lansing.

Vicki Kaiser

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## Jackson, Brian

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**From:** Boak, Sherrie  
**Sent:** Monday, September 26, 2016 6:27 AM  
**To:** Swope, Chris; Jackson, Brian  
**Subject:** Fwd: Scott Park

Sent from my iPhone  
Have a great day  
Sherrie

Begin forwarded message:

**From:** "Wood, Carol" <[Carol.Wood@lansingmi.gov](mailto:Carol.Wood@lansingmi.gov)>  
**Date:** September 24, 2016 at 6:55:29 PM EDT  
**To:** "Boak, Sherrie" <[Sherrie.Boak@lansingmi.gov](mailto:Sherrie.Boak@lansingmi.gov)>  
**Subject:** FW: Scott Park

Please make this part of the Public Record.

Carol

---

**From:** [ckristophe69@aol.com](mailto:ckristophe69@aol.com) [[ckristophe69@aol.com](mailto:ckristophe69@aol.com)]  
**Sent:** Saturday, September 24, 2016 3:23 PM  
**To:** City Council  
**Subject:** Scott Park

Please do not build the substation and wipe out Scott Park Sunken Garden.

You have the legislative power to not allow this, and of all the vacant land, properties in Lansing and the area, and its proposed to wipe out one of the historically significant charms of the city.

Shame on you for even considering it, and if you do wipe it out it will validate, reaffirm the City of Lansing to the status of backwater hick town that it has the reputation for having.

Regards,

Chris Rosborough  
taxpayer

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## Jackson, Brian

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**From:** Boak, Sherrie  
**Sent:** Monday, September 26, 2016 6:26 AM  
**To:** Swope, Chris; Jackson, Brian  
**Subject:** Fwd: Scott Park

Sent from my iPhone  
Have a great day  
Sherrie

Begin forwarded message:

**From:** "Wood, Carol" <[Carol.Wood@lansingmi.gov](mailto:Carol.Wood@lansingmi.gov)>  
**Date:** September 24, 2016 at 6:47:35 PM EDT  
**To:** "Boak, Sherrie" <[Sherrie.Boak@lansingmi.gov](mailto:Sherrie.Boak@lansingmi.gov)>  
**Subject:** FW: Scott Park

Please make this part of Public Record.  
Carol

---

**From:** Bob Hewitt [[hearbob@yahoo.com](mailto:hearbob@yahoo.com)]  
**Sent:** Saturday, September 24, 2016 4:23 PM  
**To:** City Council  
**Subject:** Scott Park

Hi,  
I used to live on West St just off St Joe. Much of that area and my childhood rests at the bottom of 496. I grew up when Lansing enacted Urban Renewal. Overnight it seemed a once thriving downtown died. Save Scott Park. Save a place of beauty for a change. BWL will find another site but a Park, a place of green and beauty once lost is gone forever.

Bob

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## Jackson, Brian

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**From:** Boak, Sherrie  
**Sent:** Monday, September 26, 2016 6:21 AM  
**To:** Swope, Chris; Jackson, Brian  
**Subject:** Fwd: Scott Park Sunken Garden.

Sent from my iPhone  
Have a great day  
Sherrie

Begin forwarded message:

**From:** "Wood, Carol" <[Carol.Wood@lansingmi.gov](mailto:Carol.Wood@lansingmi.gov)>  
**Date:** September 25, 2016 at 10:30:53 PM EDT  
**To:** "Boak, Sherrie" <[Sherrie.Boak@lansingmi.gov](mailto:Sherrie.Boak@lansingmi.gov)>  
**Subject:** FW: Scott Park Sunken Garden.

Please make this part of Public Record.

Carol

---

From: Stacey Govito [[staceygovito@yahoo.com](mailto:staceygovito@yahoo.com)]  
Sent: Sunday, September 25, 2016 10:26 PM  
To: City Council  
Subject: Scott Park Sunken Garden.

To all concerned at Lansing City Council,

Please vote NO on the substation at historic Scott Park Sunken Garden.

Thank you for your time and attention.  
Sincerely and respectfully,  
Stacey Govito

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## Jackson, Brian

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**From:** Boak, Sherrie  
**Sent:** Monday, September 26, 2016 6:23 AM  
**To:** Swope, Chris; Jackson, Brian  
**Subject:** Fwd: Scott Park Sunken Garden  
**Attachments:** Screen Shot 2016-09-25 at 6.37.37 PM.png; ATT00001.htm; BWL Cost Spreadsheet.xlsx; ATT00002.htm

Sent from my iPhone  
Have a great day  
Sherrie

Begin forwarded message:

**From:** "Wood, Carol" <[Carol.Wood@lansingmi.gov](mailto:Carol.Wood@lansingmi.gov)>  
**Date:** September 25, 2016 at 10:40:36 PM EDT  
**To:** "Boak, Sherrie" <[Sherrie.Boak@lansingmi.gov](mailto:Sherrie.Boak@lansingmi.gov)>  
**Subject:** FW: Scott Park Sunken Garden

Please make this part of Public Record.

Carol

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**From:** Jana Nicol [[jananicol@yahoo.com](mailto:jananicol@yahoo.com)]  
**Sent:** Sunday, September 25, 2016 8:16 PM  
**To:** Dunbar, Kathie; Hussain, Adam; Brownclarke, Judi; Wood, Carol; Spitzley, Patricia; Houghton, Tina  
**Subject:** Scott Park Sunken Garden

Tomorrow there will be a SLU vote on this property. As a resident of Lansing, a voter, and a constituent, I am asking you to vote down the substation at this location. There are many reasons I am asking this:

1. BWL has given varying costs for this project (see attached spreadsheet) and seem to be fond of using Trump's "Scare and Confuse" tactics. I realize a new substation has to be built, but there has not been enough information provided on the costs of this project or of keeping the Eckert location open.
2. This park/garden is historic. It cannot be moved successfully. Moving it or dismantling it will not only kill the plants, it will no longer have historic designation.
3. When provided with another location option (Diamond REO), BWL claimed it would be more expensive. However, in May the map they gave out showed underground infrastructure and the map they showed earlier this month showed no underground infrastructure. When Jody Washington asked where the infrastructure went Dick Peffley shook his head and mouthed "I don't know". So where did it go? Article: [Score one for opponents](#)



**Score one for opponents**

THURSDAY, Sept. 8 — A decision granting a special land use permit to the Lansing Board of Water & Light to e...

4. The majority of Lansing voters do NOT want this substation in this location as you can see by the online poll:

[Lansing Parks Board: Save Scott House and Sunken Garden](#)



**Lansing Parks Board: Save Scott House and Sunken Garden**

The Lansing Board of Water and Light is trying to have the City of Lansing “un-dedicate” Scott Park and the Sunk...

5. The property east of the sunken garden is now available after the development deal fell through. As you can see by the attached map, it is the same size as the sunken garden location. Without having to move a garden, this location where the Deluxe Inn stood is a viable location for BWL to build a substation.

PLEASE tell BWL to leave Scott Park Sunken Garden alone.

Sincerely,

Jana Nicol

[jananicol@yahoo.com](mailto:jananicol@yahoo.com)

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## Jackson, Brian

---

**From:** Boak, Sherrie  
**Sent:** Monday, September 26, 2016 6:27 AM  
**To:** Swope, Chris; Jackson, Brian  
**Subject:** Fwd: Scott Park

Sent from my iPhone  
Have a great day  
Sherrie

Begin forwarded message:

**From:** "Wood, Carol" <[Carol.Wood@lansingmi.gov](mailto:Carol.Wood@lansingmi.gov)>  
**Date:** September 24, 2016 at 7:12:22 PM EDT  
**To:** "Boak, Sherrie" <[Sherrie.Boak@lansingmi.gov](mailto:Sherrie.Boak@lansingmi.gov)>  
**Subject:** FW: Scott Park

Please make this part of Public Record.

Carol

---

**From:** Mother and Earth Baby Boutique [[motherandearthbb@gmail.com](mailto:motherandearthbb@gmail.com)]  
**Sent:** Friday, September 23, 2016 5:54 PM  
**To:** Yorke, Jessica; Hussain, Adam; Washington, Jody; Wood, Carol; Brownclarke, Judi; Spitzley, Patricia; Dunbar, Kathie; Houghton, Tina; Lansing Mayor; City Council  
**Subject:** Scott Park

Please vote "NO" on the "Special Land Use Permit" that will destroy Scott Park, and also set a precedent for other parks in Lansing not to be sold or destroyed.

Thank you

--

*Lynn Ross*  
*President, Mother & Earth Baby Boutique*  
[www.MotherandEarth.com](http://www.MotherandEarth.com) / 517.721.1868

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## Jackson, Brian

---

**From:** Boak, Sherrie  
**Sent:** Monday, September 26, 2016 6:21 AM  
**To:** Jackson, Brian; Swope, Chris  
**Subject:** Fwd: Scott Sunken Garden

Sent from my iPhone  
Have a great day  
Sherrie

Begin forwarded message:

**From:** "Wood, Carol" <[Carol.Wood@lansingmi.gov](mailto:Carol.Wood@lansingmi.gov)>  
**Date:** September 25, 2016 at 10:35:09 PM EDT  
**To:** "Boak, Sherrie" <[Sherrie.Boak@lansingmi.gov](mailto:Sherrie.Boak@lansingmi.gov)>  
**Subject:** FW: Scott Sunken Garden

Please make this part of Public Record.

Carol

---

**From:** Mcsfbooks [[mcsfbooks@gmail.com](mailto:mcsfbooks@gmail.com)]  
**Sent:** Sunday, September 25, 2016 8:51 PM  
**To:** City Council  
**Subject:** Scott Sunken Garden

As an architect and a historic preservation professional, I add my voice and opinion to the Scott Sunken Garden's supporters.

This historic resource is valuable; moreover, the precedent of bending to venal interests should not be made. Do not allow the substation to be constructed at this location.

Irene Henry

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For more information please visit <http://www.symanteccloud.com>

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## Jackson, Brian

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**From:** Boak, Sherrie  
**Sent:** Monday, September 26, 2016 6:22 AM  
**To:** Swope, Chris; Jackson, Brian  
**Subject:** Fwd: Scott sunken gardens

Sent from my iPhone  
Have a great day  
Sherrie

Begin forwarded message:

**From:** "Wood, Carol" <[Carol.Wood@lansingmi.gov](mailto:Carol.Wood@lansingmi.gov)>  
**Date:** September 25, 2016 at 10:37:15 PM EDT  
**To:** "Boak, Sherrie" <[Sherrie.Boak@lansingmi.gov](mailto:Sherrie.Boak@lansingmi.gov)>  
**Subject:** FW: Scott sunken gardens

Please make sure this is part of Public Record.

Carol

---

**From:** [rhodawolff@gmail.com](mailto:rhodawolff@gmail.com) [[rhodawolff@gmail.com](mailto:rhodawolff@gmail.com)] on behalf of Rhoda Wolff  
[\[rhoda@schulerbooks.com\]](mailto:rhoda@schulerbooks.com)  
**Sent:** Sunday, September 25, 2016 8:46 PM  
**To:** City Council  
**Subject:** Scott sunken gardens

Dear council:

I am writing to urge you to listen to the people of Lansing, and save the Scott sunken garden. The BWL can find another site. There will never be another Scott Sunken Garden. Please listen to your concious and do the right thing.  
Thank you.

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For more information please visit <http://www.symanteccloud.com>

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## Jackson, Brian

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**From:** Boak, Sherrie  
**Sent:** Monday, September 26, 2016 6:28 AM  
**To:** Swope, Chris; Jackson, Brian  
**Subject:** Fwd: Special land use permit

Sent from my iPhone  
Have a great day  
Sherrie

Begin forwarded message:

**From:** "Wood, Carol" <[Carol.Wood@lansingmi.gov](mailto:Carol.Wood@lansingmi.gov)>  
**Date:** September 24, 2016 at 7:14:42 PM EDT  
**To:** "Boak, Sherrie" <[Sherrie.Boak@lansingmi.gov](mailto:Sherrie.Boak@lansingmi.gov)>  
**Subject:** FW: Special land use permit

Please make this part of the Public Record.

Carol

Carol Wood  
Councilmember At-Large  
517 483-4188 office

---

From: Home Mail [[bkfrost1982@gmail.com](mailto:bkfrost1982@gmail.com)]  
Sent: Friday, September 23, 2016 5:31 PM  
To: Yorke, Jessica; Hussain, Adam; Washington, Jody; Wood, Carol; Brownclarke, Judi; Spitzley, Patricia; Dunbar, Kathie; Houghton, Tina; Lansing Mayor; City Council  
Subject: Special land use permit

I am counting on you to vote NO on the special land use permit. We need to make a stand and let the mayor and BWL that know that they need to be on the right side of history by not destroying in order to create. Lansing has had a past of destroying our history for the sake of progress. This is not progress. Let the people's voice be heard and let virg and the BWL they work for us, we don't work for them. It's time for virg and the BWL to get out of bed with each other.

Sent from my iPhone

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