

AGENDA

Committee on Ways and Means AGENDA FOR DECEMBER 3, 2021 AT 3:30 PM



Lansing City Hall, City Council Conference Room
124 W. Michigan Avenue, 10th Floor

To provide input or ask questions on any item that is listed on the agenda, members of the public may contact the City Council at city.council@lansingmi.gov or (517) 483-4177 prior to the meeting.

**Based on the recommendations from the Centers for Disease Control (CDC)
City Council President Spadafore is requesting members of the public, City Staff and Council Members
wear face coverings at meetings of the City Council and their Committees.**

Council Member Wood, Chairperson
Council Member Hussain, Vice Chairperson
Council Member Spadafore, Member

1. Call to Order

2. Roll Call

3. Minutes

A. November 29, 2021

4. Public Comment on Agenda Items (Up to 3 Minutes)

5. Presentations:

B. Internal Auditor Report on Robert W. Baird & Co. Contract

6. Discussion/Action:

C. RESOLUTION - Grant Acceptance; Financial Empowerment Fund (PEND-2712)

D. RESOLUTION - Grant Acceptance; Recycling Quality Improvement Grant for the Public Service Department (PEND-2724)

E. RESOLUTION - Grant Acceptance; Department of Natural Resources Community Forestry Grant for the Public Service Department (PEND-2725)

F. DISCUSSION - Sole Source Purchase; Economic Development and Planning Department request for Public Sector Consultants as the vendor for a consultant for assistance in the Management Staffing of the City's COVID-19 Community Response Cabinet

7. Other

Closed Session

G. Pursuant to MCL 15.268(e) recess into closed session to consult with the City Attorney in connection with the following specific pending litigation. An open meeting will have a detrimental financial effect on the litigating or settlement position of the City of Lansing Defendants concerning these cases:
Arnold v. Fielder and City of Lansing

Reconvene

8. Adjourn

Persons with disabilities who need an accommodation to fully participate in these meetings should contact the City Council Office at 517-483-4177 (TTY 711) 24 hour notice may be needed for certain accommodations. An attempt will be made to grant all reasonable accommodation requests.



MINUTES
Committee on Ways and Means
Monday, November 29, 2021 @ 4:00 p.m.
City Council Conference Room

CALL TO ORDER

The meeting was called to order at 4:00 p.m.

PRESENT

Council Member Carol Wood, Chair
Council Member, Adam Hussain, Vice Chair
Council Member Peter Spadafore, Member

OTHERS PRESENT

Sherrie Boak, Council Office Manager
Jim Smiertka, OCA
Lisa Hagen, OCA
Anethia Brewer, District Court
Danielle Strouse, District Court
Amber Paxton, Financial Empowerment
Toni Young, HRCS
Kim Dunbar, HRCS
Joe McClure, LPD
Captain Backus, LPD
Kim Coleman, HRCS

Minutes

MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE MINUTES FROM NOVEMBER 5, 2021 AS CORRECTED. MOTION CARRIED 3-0.

Public Comment

No public comment at this time.

Discussion/Action:

RESOLUTION – Grant Acceptance; Sobriety Court Grant

Ms. Brewer and Ms. Strouse spoke briefly on the current court and Judge Alderson, noting she has been involved since 2005 and Judge Buchannen will take over for the Sobriety Court when Judge Alderson retires later this year. Ms. Strouse then outlined the program which is a felony court, with 25 participants on a 2 year long commitment. There have been 225 participants admitted in the program with 127 successful completions during the time of the program. Ms. Strouse then submitted a report from 2020 Problem Solving Courts with the State of Michigan.

Lastly Ms. Strouse explained the grant would cover a PT and contractual services offered to the recipients for treatment and testing. Included is also supplies and training.

MOTION BY COUNCIL MEMBER SPADAFORE TO APPROVE THE RESOLUTION FOR THE GRANT ACCEPTANCE FOR SOBRIETTY COURT.

Council Member Wood asked Mr. Brewer for comments. Mr. Brewer asked for clarification on the funding breakdown. Ms. Strouse referenced the resolution which had the correct detailed breakdown.

MOTION CARRIED 3-0.

RESOLUTION – Grant Acceptance; Cities for Financial Empowerment Fund Small Business Boost

Ms. Paxton first informed the Committee this was the departments 5th grant this year that they have received and this one will be used in conjunction with LEAP on One and All, working with small businesses, with the focus on minority, women owned business or other small organization owned businesses. The goal is to integrate counseling with all participants and measure with the Financial Empowerment Center as they build their business. Ms. Paxton noted for the Committee that the overall grant is \$90,000, but the breakdown is tentative at this point.

Council Member Wood asked if FEC will be contracting with LEAP for their services and Ms. Paxton confirmed. Noting that most of the funds is for overhead because hoping they hope to have a FEC counselor on site at LEAP. Council Member Wood asked if they look at geographic areas for the funding. Ms. Paxton noted they work with the members in the One and All program, and that program is City limits priority. Council Member Hussain confirmed his understanding that the One and All program has been deliberate in including all areas of the City.

MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE RESOLUTION FOR THE GRANT ACCEPTANCE; CITIES FOR FINANCIAL EMPOWERMENT FUND SMALL BUSINESS BOOST.

Mr. Brewer had no comments

MOTION CARRIED 3-0.

RESOLUTION – Grant Acceptance; Michigan State Housing Development Authority Annual Renewal

Ms. Coleman introduce Toni Young and Kim Dunbar; grant managers. Ms. Young updated the Committee on the gran they get annually and get increases annually. The increase, she noted, is based on performance measures. Ms. Young noted there are 5 agencies that will receive the funding to provide shelter, homeless prevention, rapid rehousing, and street out-reach. The 5 agencies listed in the grant were Child and Family Charities – Gateway Division, Haven House, Advent House Ministries, Loaves and Fishes Ministries, Holy Cross Services and the HRCS-HMIS and Grant Administration funds. Council Member Spadafore asked the department and OCA if any of those agencies were agencies that the City had issues with in the past.

MOTION BY COUNCIL MEMBER SPADAFORE TO APPROVE THE RESOLUTION FOR THE GRANT ACCEPTANCE FOR THE MICHIGAN STATE HOUSING DEVELOPMENT AUTHRORITY ANNUAL RENEWAL.

Council Member Wood asked how the increases are determined, and Ms. Young stated they have to meet performance measures connected to the grant. Council Member Wood asked if any of

the agencies were agencies that had issues under Dr. Joan Jackson Johnson when she worked for the City, and Mr. Smiertka stated the grant is through HUD and Ms. Young confirmed these agencies were not any of the agencies that were flagged under the previous HRCS Director.

Mr. Brewer had no comments
MOTION CARRIED 3-0.

RESOLUTION – Grant Acceptance; Michigan State Housing Voucher Services Program

Ms. Dunbar outlined the grant from the MSHDA Emergency Housing Voucher Program and it will be used for ongoing support to communities, carrying out the mission to end homelessness in Michigan. Council Member Wood asked if the City has had this in the past, and Ms. Dunbar confirmed it was new, but they have already been serving the need of homelessness with emergency housing vouchers. Council Member Wood asked if they have utilized the funds yet since it started October 1, 2021 and Ms. Dunbar stated they have not.

MOTION BY COUNCIL MEMBER SPADAFORÉ TO APPROVE THE RESOLUTION FOR THE GRANT ACCEPTANCE FOR THE MICHIGAN STATE HOUSING VOUCHER SERVICES PROGRAM.

Mr. Brewer had no comments
MOTION CARRIED 3-0.

RESOLUTION – Grant Acceptance; Human Relations and Community Services Emergency Housing Services COVID

Ms. Young spoke on the grant, noting it is similar to the Annual Renewal grant noted earlier, but this is focused on the homelessness due to COVID. This came along with waivers from HUD as well. These funds allowed them to open an overflow shelter last winter, and this is a continuation of the same. This gives flexibility to enhance the assistance. Council Member Wood noted the start date was March 1, 2020, and asked if the funds were spent. Ms. Coleman confirmed they were using them, but the dates were moved back even before the money came so it could be utilized for the need at the beginning of the pandemic, allowing them to back fill the funding.

MOTION BY COUNCIL MEMBER SPADAFORÉ TO APPROVE THE RESOLUTION FOR THE GRANT ACCEPTANCE FOR THE HUMAN RELATIONS AND COMMUNITY SERVICES EMERGENCY HOUSING SERVICES COVID.

Mr. Brewer had no comments
MOTION CARRIED 3-0.

RESOLUTION – Grant Acceptance; Lansing Police Department Byrne Justice Assistance Grant (JAG) FOR MIKEY 23 FOUNDATION

Captain Backus noted this grant is for community engagement and community relations. The stipulation is that LPD has to team with a local organization involved with efforts building community trust, building bridges. This grant will be specific for 10/1/2021- 9/30/2022 with the Mikey Foundation, which they have already established a relationship with them on other events. Captain Backus concluded that this grant covers the cost of equipment for enrollees such as tool sets, basic safety equipment, branding, and an enclosed work trailer.

MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE RESOLUTION FOR THE GRANT ACCEPTANCE LANSING POLICE DEPARTMENT BYRNE JUSTICE ASSISTANCE GRANT FOR MICKEY 23 FOUNDATION.

Council Member Wood asked who or what funds would cover insurance on the work trailer, and Captain Backus noted it will be a cost part of the operational and maintenance cost that is covered.

Mr. Brewer had no comments

Council Member Wood asked if the LPD anticipates seeing this grant annually, and Captain Backus admitted it was initiated last year however the LPD did not apply, but their intention is to keep going annually, funding new equipment with enrollees and vehicles. Council Member Wood asked if they are working with the unions on apprentice programs, and Captain Backus confirmed they have already started the process.

MOTION CARRIED 3-0.

RESOLUTION – Grant Acceptance; Office of Highway Safety Planning Grant

Mr. McClure outlined the grant noting it covers assistance to enforce DUI, speeding and unrestrained. It will cover 700 hours of OT plus fringe. Council Member Spadafore asked if LPD has gotten this before, and Mr. McClure confirmed there was one earlier this year for pedestrian safety. Mr. Brewer noted to the Committee that if the fringes were over 40% they needed to provide proof of that determination and it was provided.

MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE RESOLUTION FOR THE GRANT ACCEPTANCE FROM THE OFFICE OF HIGHWAY SAFETY PLANNING GRANT.

Mr. Brewer had no further comments.

Council Member Spadafore asked for further details on the fringe portion, and Mr. Brewer asked Mr. McClure to forward the report they used to determine this to him and he will forward to Council Member Spadafore.

MOTION CARRIED 3-0.

The Committee held a brief discussion on the next steps at Council with the approved grants.

OTHER

No other discussion.

ADJOURN

Adjourned at 4:36 p.m.

Submitted by,

Sherrie Boak, Council Office Manager

Lansing City Council

Approved by the Committee _____

Boak, Sherrie

From: Brewer, Eric
Sent: Thursday, November 18, 2021 5:20 PM
To: Boak, Sherrie
Cc: Wood, Carol; Spadafore, Peter
Subject: Fw: Analysis of Robert W. Baird Company Contract with regards to the services rendered for CERA Rental Assistance discussed on 10-25-2021 during the Committee of the Whole
Attachments: Service Agreement Baird.pdf; Lansing, MI 2021 GAN (CERA) Baird Invoice 2021.08.30.pdf; ELB_Notes_Baird_Contract_And_Services_11-15-2021.pdf

Hi Sherrie,

See Analysis in regards to Robert W. Baird Company Co in regards to COW on 10-25-2021.

Sincerely,

Eric

From: Brewer, Eric
Sent: Tuesday, November 16, 2021 8:27 AM
To: Wood, Carol (Carol.Wood@lansingmi.gov) <Carol.Wood@lansingmi.gov>
Subject: Analysis of Robert W. Baird Company Contract with regards to the services rendered for CERA Rental Assistance discussed on 10-25-2021 during the Committee of the Whole

Dear Council Member Wood,

Please, see the **Analysis of Robert W. Baird Company Contract with regards to the services rendered for CERA Rental Assistance discussed on 10-25-2021 during the Committee of the Whole of possible Conflict of Interest – As known and interpreted.** In addition, I have included the copy of the Service Agreement with Baird, Baird's Invoice, and my notes concerning the analysis for backup documentation purposes.

Note – This analysis was provided to Jake Brower, the Interim Finance Director, by email on 11-15-2021 for his review. He responded by email on 11-16-2021 and stated the following within his email correspondence of "I took a look at your analysis last night and have no additions or comments."

Summary

Based on the review of the material, the Payment made to Robert W. Baird Company in the amount of \$7,500 for the he Municipal Advisory fee with regards to the "...2021 Grant Anticipation Note (Limited Tax General Obligation) (the "2021 GAN")..." was consistent based on the information reviewed pertaining with the Service Agreement and Invoice provided by the Finance staff. In which Robert W. Baird Company does have a Fiduciary Duty to the City of Lansing that is address within the Service Agreement and because of the nature of types of compensation typical within municipal security market does recognize a possibility for conflict of interest that is mitigated by means of the Service Agreement with the City of Lansing.

Fiduciary Duties to the City of Lansing Located with Service Agreement

In review of the Municipal Advisory Service Agreement with Robert W. Baird & Co in which Brian J. Lefler is the Managing Director for Public Finance does have fiduciary duties to the City of Lansing. This is covered within the Service Agreement within section 2 of Regulatory Duties that states the following of **"Baird is registered as a municipal advisor with the Securities Exchange Commission and Municipal Securities Rulemaking Board. As municipal advisor to the City in connection with a Potential Financing of Potential Project, Baird will have fiduciary duties, including a duty of care and a duty of loyalty. Baird is required to act in the City's best interests without regard to its own financial and other interests."**

This requires Baird to **"...make a reasonable inquiry as to the facts that are relevant to City's determination whether to proceed with a course of action or that form the basis for and advice provided by Baird to the City. The rule also requires that Baird undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Baird is also required under the rule to use reasonable diligence to know the essential facts about the City and the authority of each person acting on the City's behalf."**

This is consistent with information researched for the "IRMA" or Independent Registered Municipal Advisor with regards to Fiduciary Duties to the Client, as known and interpreted.

Conflict of Interest – Compensation that Customary to the Municipal Securities Market

In review of the Municipal Advisory Service Agreement, it does address the concern that was raised concerning an issue or Conflict of Interest concerning some of the advisory services by Baird that will lead to additional compensation based on the nature of the transactions and industry within their role as a "IRMA". This conflict is mitigated to the extent by the Service Agreement. **Consequently, it is still good practice for Baird and the City of Lansing to disclose any remunerations on these types of transactions to the City Council for disclosure and/or transparency.**

Concerning the mitigation language within the service agreement can be located within the section 2 for Fees and Expenses of **"While this form of compensation is customary in the municipal securities market, it presents a conflict of interest because it may give Baird an incentive to recommend to the City a financing that is unnecessary or to recommend that the size of the transaction be larger than is necessary, although this conflict of interest is mitigated by the general mitigations described in the document..."**

This conflict of interest is mitigated by the fee structure of **"Monthly Retainer: An amount not to exceed \$1,500.00 for Services prior to the closing of a Potential Financing or conclusion of a Potential Project."** as the minimum monthly retainer unless otherwise agreed for Special Projects and/or Project or Financing Specific with regards to fixed fee.

If special projects are required that require an Hourly Fee for Services, the minimum monthly retainer of \$1,500 will be credited against the hourly fees for services and agreed prior to work being completed as stated of **"...case of special projects, hourly fees for services will be agreed to prior to work being completed and may be paid from cost of issuance."**

Concerning a Project or Financing Specific in relation to a fixed fee will be determined prior to the commencement of Potential Project or Potential Financing upon agreed terms as stated of **"Project or Financing Specific: A fixed fee determined prior to the commencement of a Potential Project or Potential Financing upon agreed terms. The amount is usually based upon an analysis by the City and Baird of, among other things, the expected duration and complexity of the transaction and the Services to be performed by Baird. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Baird may suffer a loss. Thus, Baird may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives."**

Scope of Services – Based on Service Agreement

In review of the Service Agreement, Baird primary role is to server as a municipal advisor that relates to City's new and outstanding securities issued or outstanding. In addition, other activities that relate to these types of services with regards to the timing, terms and other matters regarding to include the following:

- Review financial and other information regarding the City
- Track the City's existing debt to identify potential refunding candidates and maintain records on key debt characteristics
- Assist the City in developing and designing the terms and features of the plan of each Potential Project or Potential Financing
- Evaluate possible options, vehicles and structures for each Potential Project or Potential Financing
- Advise the City as to the methods and types of financing that are available and appropriate to the City
- Advise the City as to financial strategies for each Potential Project or Potential Financing
- Coordinate each Potential Project or Potential Financing or including maintaining a schedule of key events and assuring a successful transaction is completed within the City's timeframe
- Assist in the preparation and/or review and distribution of documents pertaining to a Potential Project or Potential Financing and assist in the coordination of completion or closing of a Potential Financing or Potential Project
- Assist, along with City's internal counsel, bond counsel, disclosure counsel, if any, the developer, stake holder, purchaser, placement agent or underwriter and its counsel, in the preparation and review of the City's documents and all related documents required for each Potential Project or Potential Financing
- Consult and meet with representatives of the City and others involved with a Potential Project or Potential Financing
- Respond to questions and requests from potential developers, stake holders, investors, and other possible financing sources
- If applicable, assist in the development of a request for proposal for and participate in the evaluation and supporting documentation for the selection of a developer, investor, stake holder, bond counsel, disclosure counsel, underwriter, placement agent, verification agent, trustee, paying agent, escrow agent, bidding agent, investment advisor, or other professionals, as needed, and evaluating submitted proposals for a Potential Project or Potential Financing
- If applicable, arrange and facilitate visits to, and prepare materials for, potential developers, stake holders, investors, credit ratings agencies, and municipal bond insurers
- Assist in the City in preparation and posting of required Continuing Disclosure
- Provide such other municipal advisory services as the City may request and Baird agrees to provide

Let me know if you have any questions about the material provided.

Sincerely,

Eric

Eric Brewer, CPA, MBA

Council Internal Auditor

City of Lansing – Internal Audit

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[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#)



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Note - CERA Rental Assistance/Baird Contract Payment by Interim Finance Director

The Interim Finance Director provided the contract and invoice for payment by email on 10-25-2021 for Baird in regard to the COW question concerning the financing for the CERA Rental Assistance amount of \$46,039,243 award. Below is the statement made in the email correspondence.

“As an update to COW, please note my estimate of the filing fee included the cost of Dykema as our Bond Council. Baird was paid \$7,500 or 0.016% of the \$46,039,243 award. Baird’s contract is attached along with the relevant invoice.”

In review of the attached invoice contacted in the email, confirmation of the amount of \$7,500 indicated as the Municipal Advisory Fee with \$0.00 compensation for Reimbursable Out-of-Pocket Expenses that references the Financial Advisory Services Agreement dated November 7, 2019.

Note – Robert W. Baird & Co. Relationship of Brian J. Lefler

Brian J. Lefler is the Managing Director for Public Finance for Robert W. Baird & Company. He is indicated on the invoice provided by the Interim Finance Director date August 30, 2021.

Note - “IRMA” Independent Registered Municipal Advisor - Fiduciary Duty to Client

<https://www.affinitylawgrp.com/municipal-advisor-whats-that-and-why-do-i-need-to-know/#:~:text=In%20this%20regard%2C%20to%20be%20independent%20the%20municipal,advisor%20must%20be%20appropriately%20registered%20with%20the%20SEC.>

Per the link provided above a Municipal Advisor is the following:

“Pursuant to the Act, a municipal advisor is defined as **any person who provides advice to a municipality regarding the issuance of municipal bonds and the investment of bond proceeds**. A person who is deemed a municipal advisor owes its clients a **fiduciary duty**, that is, **a municipal advisor must provide advice that is solely in its clients’ interest.**”

Note – Per Municipal Advisory Services Agreement with Robert W. Baird & Co – Regulatory Duties – See Attached Service Agreement

Per review of the top level of the service agreement, the agreement does mention the fiduciary duties within the Regulatory Duties section with regards to the “IRMA” below:

2. Regulatory Duties. Under MSRB Rule G-23, Baird will not be able to serve as underwriter or placement agent for any notes, bonds or other securities to be issued and sold as part of a Potential Financing. **Baird is registered as a municipal advisor with the Securities Exchange Commission and Municipal Securities Rulemaking Board. As municipal advisor to the City in connection with a Potential Financing of Potential Project, Baird will have fiduciary duties, including a duty of care and a duty of loyalty. Baird is required to act in the City's best interests without regard to its own financial and other interests.**

MSRB Rule G-42 requires that **Baird make a reasonable inquiry as to the facts that are relevant to City's determination whether to proceed with a course of action or that form the basis for and advice provided by Baird to the City**. The rule **also requires that Baird undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information**. Baird is **also required under the rule to use reasonable diligence to know the essential facts about the City and the authority of each person acting on the City's behalf**.

The City agrees to cooperate, and to cause its agents to cooperate, with Baird in carrying out these regulatory duties, including providing to Baird accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, the City agrees that, to the extent the City seeks to have Baird provide advice with regard to any recommendation made by a third party, the City will provide to Baird written direction to do so as well as any information it has received from such third party relating to its recommendation.

Note - Per Municipal Advisory Services Agreement with Robert W. Baird & Co – Scope of Services – See Attached Service Agreement

Per review of the top level of the service agreement, the agreement has two primary types of services described in the scope of services below of:

- Municipal Advising Services for New and Outstanding Securities (Highlighted Yellow) of importance.
- Other Services – If Requested by the City (Highlighted Green) of importance.

1. Scope of Services

a) Municipal Advisory Services to be Provided by Baird. The City hereby engages Baird to serve as municipal advisor with respect to the Services taking place from time to time during the term of this Agreement and other matters concerning the City's new and outstanding securities issued or outstanding during the term of this Agreement, and in such capacity Baird agrees to provide advice as to the structure, timing, terms and other matters regarding the Services, including the following services, if and as requested by the City:

- Review financial and other information regarding the City
- Track the City's existing debt to identify potential refunding candidates and maintain records on key debt characteristics
- Assist the City in developing and designing the terms and features of the plan of each Potential Project or Potential Financing
- Evaluate possible options, vehicles and structures for each Potential Project or Potential Financing
- Advise the City as to the methods and types of financing that are available and appropriate to the City
- Advise the City as to financial strategies for each Potential Project or Potential Financing
- Coordinate each Potential Project or Potential Financing or including maintaining a schedule of key events and assuring a successful transaction is completed within the City's timeframe
- Assist in the preparation and/or review and distribution of documents pertaining to a Potential Project or Potential Financing and assist in the coordination of completion or closing of a Potential Financing or Potential Project
- Assist, along with City's internal counsel, bond counsel, disclosure counsel, if any, the developer, stake holder, purchaser, placement agent or underwriter and its counsel, in the preparation and review of the City's documents and all related documents required for each Potential Project or Potential Financing
- Consult and meet with representatives of the City and others involved with a Potential Project or Potential Financing
- Respond to questions and requests from potential developers, stake holders, investors, and other possible financing sources
- If applicable, assist in the development of a request for proposal for and participate in the evaluation and supporting documentation for the selection of a developer, investor, stake holder, bond counsel, disclosure counsel, underwriter, placement agent, verification agent, trustee, paying agent, escrow agent, bidding agent, investment advisor, or other professionals, as needed, and evaluating submitted proposals for a Potential Project or Potential Financing

- If applicable, arrange and facilitate visits to, and prepare materials for, potential developers, stake holders, investors, credit ratings agencies, and municipal bond insurers
- Assist in the City in preparation and posting of required Continuing Disclosure
- Provide such other municipal advisory services as the City may request and Baird agrees to provide

Note – Per Municipal Advisory Services Agreement with Robert W. Baird & Co – Fees and Expenses

Per review of the top level of the service agreement, the agreement mentions compensation in the form of “Municipal Advisory Fee...” and a “Monthly Retainer...” that is located below:

2. Fees and Expenses. For its municipal advisory services, **Baird shall be entitled to a fee (the "Municipal Advisory Fee") to be paid by the City.** In addition to the **monthly retainer and, depending upon the type of Services to be provided, the City, with the consent of Baird, can employ either compensation methodology described in b. or c. below and documented by the Financing Form.** While this form of compensation is customary in the municipal securities market, it **presents a conflict of interest because it may give Baird an incentive to recommend to the City a financing that is unnecessary or to recommend that the size of the transaction be larger than is necessary, although this conflict of interest is mitigated by the general mitigations described in the document referenced in Section 2 above and Section 6 below.**
 - a. **Monthly Retainer: An amount not to exceed \$1,500.00 for Services prior to the closing of a Potential Financing or conclusion of a Potential Project.** If b. below (Hourly Fee for Services) is employed for a Potential Project or a Potential Financing, time rendered for these Services will be accrued using the Hourly Fee for Services schedule outlined below and will be credited against the \$1,500.00 Monthly Retainer minimum; and
 - b. In the **case of special projects, hourly fees for services will be agreed to prior to work being completed and may be paid from cost of issuance.**

This form of compensation presents a potential conflict of interest if the City and Baird do not agree on a reasonable maximum amount at the outset of the engagement, because Baird does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described in the document referenced in Section 2 above and Section 6 below.

- c. **Project or Financing Specific: A fixed fee determined prior to the commencement of a Potential Project or Potential Financing upon agreed terms.** The amount is usually based upon an analysis by the City and Baird of, among other things, the expected duration and complexity of the transaction and the Services to be performed by Baird. **This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Baird may suffer a loss. Thus, Baird may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.**

Note - Per Municipal Advisory Services Agreement with Robert W. Baird & Co – Limitations on Scope of Services in regards to “IRMA” designation

Per review of the top level of the service agreement for Section 1 (b) iv., establishes some limitations with regard to the “IRMA” designation located within the limitations of scope of services (Highlighted Turquoise) of importance below.

If the City has designated Baird as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”) with respect to the activities and aspects described in the Scope of Services, the Scope of Services as they relate to such designation as IRMA shall be subject to any limitations with respect to Baird's activities as IRMA as may be provided in the Scope of Services described herein. **Baird is not responsible for verifying that it is independent (within the meaning of the IRMA exemption as interpreted by the SEC) from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption. Any reference to Baird,**

its personnel and its role as IRMA in the written representation of the City contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Baird, and the City agrees not to represent, publicly or to any specific person, that Baird is the City's IRMA with respect to any aspect of the issuance of municipal securities, or with respect to any specific issuance of municipal securities, outside the Scope of Services without Baird's prior written consent.

Note – The Advice Standard

<https://www.sec.gov/info/municipal/mun-advisors-faqs.shtml>

Per the link provided above the Advice standard from the Responses to Frequently Asked Questions from Sec.gov for Municipal Advisors:

SECTION 1: THE ADVICE STANDARD

Question 1.1: The General Information Exclusion from Advice versus Recommendations: What are some relevant considerations regarding the content, context, and manner in which a person may provide information (either in writing or in oral communications) to a municipal entity or obligated person without giving “advice” that would require registration as a municipal advisor?

Answer: *Overview of Advice Standard.* Under the Commission’s interpretation in the Adopting Release of the term “advice” solely for purposes of the municipal advisor definition,^[7] the term “advice” is not susceptible to a bright-line definition and can be construed broadly, and the determination of whether a person provides advice to or on behalf of a municipal entity or an obligated person regarding municipal financial products or the issuance of municipal securities depends on all of the relevant facts and circumstances. Further, in the Adopting Release, the Commission stated that “for purposes of the municipal advisor definition, advice includes, without limitation, a ‘*recommendation*’ that is particularized to the specific needs, objectives, or circumstances of a municipal entity or obligated person with respect to municipal financial products or the issuance of municipal securities, including with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues, based on all the facts and circumstances (emphasis added).”^[8] Conversely, in the Final Rules, the Commission adopted new Exchange Act Rule 15Ba1-1(d)(1)(ii) which expressly provides that “advice” excludes, among other things, the provision of general information that does not involve a recommendation regarding municipal financial products or the issuance of municipal securities (“general information exclusion”). In the Adopting Release, the Commission provided certain examples of general information, including information of a factual nature without subjective assumptions, opinions, or views, and information that is not particularized to a specific municipal entity or type of municipal entity.^[9]

The focus of the advice standard in the Final Rules is whether or not, under all the relevant facts and circumstances, the information presented to a municipal entity or obligated person is sufficiently limited so that it does not involve a recommendation that constitutes advice. In other words, the determination of whether a person provides advice under the advice standard for municipal advisor registration purposes generally involves whether the person makes a recommendation. In the Adopting Release, the Commission stated “for purposes of the municipal advisor definition, the Commission believes that the determination of whether a recommendation has been made is an objective rather than a subjective inquiry. An important factor in this inquiry is whether, considering its content, context and manner of presentation, the information communicated to the municipal entity or obligated person reasonably would be viewed as a suggestion that the municipal entity or obligated person take action or refrain from taking action regarding municipal financial products or the issuance of municipal securities.”^[10]

Examples of the General Information Exclusion from Advice. The staff believes that a person could rely on the general information exclusion from advice under the Final Rules when providing a municipal entity or obligated person with information that does not involve a recommendation, such as factual information that does not contain subjective assumptions, opinions, or views. Examples of this type of general information include: (a) information regarding a person’s professional qualifications and prior experience (e.g., lists, descriptions, terms, or other information regarding prior experience on completed transactions involving municipal financial products or issuances of municipal securities); (b) general market and financial information (e.g., market statistics regarding issuance activity for municipal securities or current market interest rates or index rates for different types of bonds or categories of credits); (c) information regarding a financial institution’s currently-available investments (e.g., the terms, maturities, and interest rates at which the financial institution offers these investments) or price quotes for investments available for purchase or sale in the market that meet criteria specified by a municipal entity or obligated person; (d) factual information describing various types of debt financing structures (e.g., fixed rate debt, variable rate debt, general obligation debt, debt secured by various types of revenues, or insured debt), including a comparison of the general characteristics, risks, advantages, and disadvantages of

these debt financing structures; and (e) factual and educational information regarding various government financing programs and incentives (e.g., programs that promote energy conservation and the use of renewable energy). In addition, the staff believes that information that is particularized to the municipal entity or obligated person in limited respects could be consistent with the general information exclusion from advice, provided that the information is factual in nature and does not contain or express subjective assumptions, opinions, or views, or constitute a recommendation. For example, the staff believes that a person could provide general market information regarding a municipal entity's particular outstanding bonds, such as current market prices and yields, without this information constituting a recommendation.

Potential Implied Recommendations. The staff further believes, however, that information that is particularized in more than the limited respects described above in the immediately preceding paragraph to a municipal entity or obligated person potentially could imply a recommendation that could constitute advice under the Final Rules, depending on all of the relevant facts and circumstances. The more individually tailored the information is to a specific municipal entity or obligated person or group of municipal entities or obligated persons that share similar characteristics, the more likely the information will be considered to be a recommendation. For example, if a person provided information regarding debt financing structuring options that was tailored to address the specific needs, objectives, or circumstances of a municipal entity or obligated person, such as information tailored to address particular fiscal needs or to incorporate particular revenue projections, the staff believes that presenting these particularized options likely would suggest a preferred financing approach that likely would imply a recommendation.

Effect of Disclosures and Disclaimers on Advice Analysis. The staff believes that disclosures and disclaimers regarding a person's intentions in providing information to a municipal entity or obligated person are factors that bear upon whether or not the person's communications would be a recommendation that constitutes advice under the Final Rules. The staff believes that the following disclosures and disclaimers, clearly and conspicuously stated, in written materials that accompany communications to a municipal entity or obligated person, would be factors that weigh against treatment of information as a recommendation that constitutes advice: (a) this person is not recommending an action to the municipal entity or obligated person; (b) this person is not acting as an advisor to the municipal entity or obligated person and does not owe a fiduciary duty pursuant to Section 15B of the Exchange Act to the municipal entity or obligated person with respect to the information and material contained in this communication; (c) this person is acting for its own interests; and (d) the municipal entity or obligated person should discuss any information and material contained in this communication with any and all internal or external advisors and experts that the municipal entity or obligated person deems appropriate before acting on this information or material.

Effect of Overall Course of Conduct on Advice Analysis. The staff further believes that, while the presentation of information with the disclosures and disclaimers described above are factors that suggest that a person may not be making a recommendation that would constitute advice under the Final Rules, such disclosures and disclaimers are not controlling and must be considered in the context of a person's overall course of conduct, taking into account all of the relevant facts and circumstances. Thus, any actions or communications that are inconsistent with these disclosures and disclaimers or inconsistent with the arm's length nature of a non-advisory business relationship between a person and a municipal entity or obligated person could suggest that the person is making a recommendation and acting as a municipal advisor, which, absent an available exemption, would require registration with the Commission as a municipal advisor. [January 10, 2014]

Brian J. Lefler
Managing Director
Public Finance

November 7, 2019

City of Lansing
124 W. Michigan Ave
Lansing, MI 48933

Re: Municipal Advisory Services Agreement

Ladies and Gentlemen:

On behalf of Robert W. Baird & Co. Incorporated ("we" or "Baird"), we wish to thank you for the opportunity to serve as exclusive municipal advisor to the City of Lansing, Michigan ("you" or the "City") with respect to projects related to the City's mission (each a "Potential Project") and to the proposed issuance of new money or refunding transactions (each a "Potential Financing"). This Agreement will establish the terms and conditions under which Baird will provide municipal advisory services to the City in connection with the Potential Projects or the proposed issuance of each Potential Financing (the "Services").

Upon your acceptance, this engagement letter ("Agreement") will establish the mutual terms and conditions under which Baird will provide municipal advisory services to the City in connection with the Potential Financings or Potential Projects, effective on the date this Agreement is executed by City (the "Effective Date").

1. Scope of Services

a) Municipal Advisory Services to be Provided by Baird. The City hereby engages Baird to serve as municipal advisor with respect to the Services taking place from time to time during the term of this Agreement and other matters concerning the City's new and outstanding securities issued or outstanding during the term of this Agreement, and in such capacity Baird agrees to provide advice as to the structure, timing, terms and other matters regarding the Services, including the following services, if and as requested by the City:

- Review financial and other information regarding the City
- Track the City's existing debt to identify potential refunding candidates and maintain records on key debt characteristics
- Assist the City in developing and designing the terms and features of the plan of each Potential Project or Potential Financing

- Evaluate possible options, vehicles and structures for each Potential Project or Potential Financing
- Advise the City as to the methods and types of financing that are available and appropriate to the City
- Advise the City as to financial strategies for each Potential Project or Potential Financing
- Coordinate each Potential Project or Potential Financing or including maintaining a schedule of key events and assuring a successful transaction is completed within the City's timeframe
- Assist in the preparation and/or review and distribution of documents pertaining to a Potential Project or Potential Financing and assist in the coordination of completion or closing of a Potential Financing or Potential Project
- Assist, along with City's internal counsel, bond counsel, disclosure counsel, if any, the developer, stake holder, purchaser, placement agent or underwriter and its counsel, in the preparation and review of the City's documents and all related documents required for each Potential Project or Potential Financing
- Consult and meet with representatives of the City and others involved with a Potential Project or Potential Financing
- Respond to questions and requests from potential developers, stake holders, investors, and other possible financing sources
- If applicable, assist in the development of a request for proposal for and participate in the evaluation and supporting documentation for the selection of a developer, investor, stake holder, bond counsel, disclosure counsel, underwriter, placement agent, verification agent, trustee, paying agent, escrow agent, bidding agent, investment advisor, or other professionals, as needed, and evaluating submitted proposals for a Potential Project or Potential Financing
- If applicable, arrange and facilitate visits to, and prepare materials for, potential developers, stake holders, investors, credit ratings agencies, and municipal bond insurers
- Assist in the City in preparation and posting of required Continuing Disclosure
- Provide such other municipal advisory services as the City may request and Baird agrees to provide

The City shall execute a document in the form attached hereto as Exhibit A (the "Financing Form") for each Potential Project or Potential Financing or other issuance with respect to which Baird shall provide municipal advisory services to the City. Each Financing Form shall also reflect

the fees or other compensation to be paid to Baird for the services provided by Baird for such Potential Project, Potential Financing, or other issuance. The City can represent to financial services firms that Baird is its Independent Registered Municipal Advisor and that the City will rely on Baird for advice with respect to Services provided by Baird pursuant to this Agreement.

(b) Limitations on Scope of Services The Scope of Services is subject to the following limitations:

- i.) The Scope of Services is limited solely to the services described herein and is subject to any limitations set forth within the description of the Scope of Services.
- ii.) Unless otherwise provided in the Scope of Services described herein, Baird is not responsible for preparing any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about Baird provided by Baird for inclusion in such documents.
- iii.) The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Potential Financing or Potential Project or in connection with any opinion or certificate rendered by counsel or any other person at closing, and does not include review or advice on any feasibility study.
- iv.) If the City has designated Baird as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption") with respect to the activities and aspects described in the Scope of Services, the Scope of Services as they relate to such designation as IRMA shall be subject to any limitations with respect to Baird's activities as IRMA as may be provided in the Scope of Services described herein. Baird is not responsible for verifying that it is independent (within the meaning of the IRMA exemption as interpreted by the SEC) from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption. Any reference to Baird, its personnel and its role as IRMA in the written representation of the City contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Baird, and the City agrees not to represent, publicly or to any specific person, that Baird is the City's IRMA with respect to any aspect of the issuance of municipal securities, or with respect to any specific issuance of municipal securities, outside the Scope of Services without Baird's prior written consent.

2. Regulatory Duties. Under MSRB Rule G-23, Baird will not be able to serve as underwriter or placement agent for any notes, bonds or other securities to be issued and sold as part of a Potential Financing. Baird is registered as a municipal advisor with the Securities Exchange Commission and Municipal Securities Rulemaking Board. As municipal advisor to the City in connection with a Potential Financing of Potential Project, Baird will have fiduciary duties, including a duty of care and a duty of loyalty. Baird is required to act in the City's best interests without regard to its own financial and other interests.

MSRB Rule G-42 requires that Baird make a reasonable inquiry as to the facts that are relevant to City's determination whether to proceed with a course of action or that form the basis for and advice provided by Baird to the City. The rule also requires that Baird undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Baird is also required under the rule to use reasonable diligence to know the essential facts about the City and the authority of each person acting on the City's behalf.

The City agrees to cooperate, and to cause its agents to cooperate, with Baird in carrying out these regulatory duties, including providing to Baird accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, the City agrees that, to the extent the City seeks to have Baird provide advice with regard to any recommendation made by a third party, the City will provide to Baird written direction to do so as well as any information it has received from such third party relating to its recommendation.

3. Fees and Expenses. For its municipal advisory services, Baird shall be entitled to a fee (the "Municipal Advisory Fee") to be paid by the City. In addition to the monthly retainer and, depending upon the type of Services to be provided, the City, with the consent of Baird, can employ either compensation methodology described in b. or c. below and documented by the Financing Form. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest because it may give Baird an incentive to recommend to the City a financing that is unnecessary or to recommend that the size of the transaction be larger than is necessary, although this conflict of interest is mitigated by the general mitigations described in the document referenced in Section 2 above and Section 6 below.

- a. Monthly Retainer: An amount not to exceed \$1,500.00 for Services prior to the closing of a Potential Financing or conclusion of a Potential Project. If b. below (Hourly Fee for Services) is employed for a Potential Project or a Potential Financing, time rendered for these Services will be accrued using the Hourly Fee for Services schedule outlined below and will be credited against the \$1,500.00 Monthly Retainer minimum; and
- b. In the case of special projects, hourly fees for services will be agreed to prior to work being completed and may be paid from cost of issuance.

This form of compensation presents a potential conflict of interest if the City and Baird do not agree on a reasonable maximum amount at the outset of the engagement, because Baird does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described in the document referenced in Section 2 above and Section 6 below.

- c. Project or Financing Specific: A fixed fee determined prior to the commencement of a Potential Project or Potential Financing upon agreed terms. The amount is usually based upon an analysis by the City and Baird of, among other things, the expected duration and complexity of the transaction and the Services to be performed by Baird. This form of compensation presents a potential conflict of interest because, if the transaction requires

more work than originally contemplated, Baird may suffer a loss. Thus, Baird may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.

The City shall reimburse Baird for all out-of-pocket costs and expenses it reasonably incurs in connection with the Services it provides hereunder. The City shall be responsible for paying all other costs of issuance, including without limitation, City counsel, bond counsel, underwriter/placement agent, underwriter/placement agent's counsel (if any) and rating agency fees and expenses, and all other expenses incident to the performance of the City's obligations under a Potential Project or Potential Financing.

4. Term and Termination. The term of this engagement shall extend from the date of this Agreement to June 30, 2025 (the "Expiration Date") or any other date after the Expiration Date as determined by the City and agreed to by Baird. Notwithstanding the forgoing, either party may terminate Baird's engagement at any time without liability or penalty upon at least 10 days' prior written notice to the other party. If Baird's engagement is terminated by the City, the City agrees to compensate Baird for the Services provided and to reimburse Baird for its out-of-pocket expenses incurred until the date of termination

5. Limitation of Liability. The City agrees that neither Baird nor its employees, officers, agents or affiliates shall have any liability to the City in the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, or for any financial or other damages resulting from the City's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Baird to the City.

6. Required Disclosures. Accompanying this letter is a disclosure document describing the material conflicts of interest and information regarding certain legal events and disciplinary actions related to the securities proposed to be sold in a Potential Financing, as required by MSRB Rule G-42.

7. Miscellaneous. This Agreement shall be governed and construed in accordance with the laws of the State of Michigan. This Agreement shall be binding upon and inure to the benefit of the City and Baird, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party. This Agreement contains the entire agreement between the parties relating to the rights granted herein and obligations assumed herein. This Agreement and the Scope of Services may not be amended or modified except by means of a written instrument executed by both parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party. This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument.



Again, we thank you for the opportunity to assist the City and the confidence you have placed in us.

Very truly yours,

ROBERT W. BAIRD & CO. INCORPORATED

By: _____
Brian J. Lefler
Its: Managing Director

[The remainder of this page is intentionally left blank]

Accepted this ____ day of _____, 2019

CITY OF LANSING
MICHIGAN

By: _____

Title: *Mayor*

APPROVED
AS TO FORM ONLY
[Signature] P81780
A151: CITY ATTY.

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EXHIBIT A

Pursuant to the Municipal Advisory Services Agreement dated November 7, 2019, the City of Lansing, Michigan (the "City") engages Robert W. Baird & Co. Incorporated ("Baird") to provide municipal advisory services to the City in connection with the following Project or Financing or other issuance and to pay to Baird the following fees or other compensation for such services:

Description of the Project, Financing, or Other Issuance:

Description of Fees and/or Other Compensation:

Reimbursement of Out-of-Pocket Expenses: ☐ Yes ☐ No

If yes, then please describe any limitations or restrictions:

Dated: _____

CITY OF LANSING, MICHIGAN

ROBERT W. BAIRD & CO. INCORPORATED

By: _____

By: _____

Its: _____

Brian J. Lefler
Its: Managing Director

DISCLOSURES BY MUNICIPAL ADVISOR PURSUANT TO MSRB RULE G-42

On behalf of Robert W. Baird & Co. Incorporated, we wish to provide you with certain disclosures relating to the Potential Financing, as required by Municipal Securities Rulemaking Board ("MSRB") Rule G-42 as set forth in MSRB Notice 2016-03. All capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Municipal Advisory Services Agreement (the "Agreement").

I. **Services to be Provided by Baird.** Baird is delighted to be serving as municipal advisor to you, in connection with the Services. Baird is a municipal advisor registered with the Securities and Exchange Commission and the MSRB.

II. **Required Disclosures.** MSRB Rule G-42 requires that Baird provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history.

Disclosures of Conflicts of Interest. MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

Accordingly, Baird makes the following disclosures with respect to material conflicts of interest in connection with the Services under the Agreement, together with explanations of how Baird addresses or intends to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below in this Municipal Advisor Disclosure Statement, Baird mitigates such conflicts through its adherence to its fiduciary duty to the City, which includes a duty of loyalty to the City in performing all municipal advisory activities for the City. This duty of loyalty obligates Baird to deal honestly and with the utmost good faith with the City and to act in the City's best interests without regard to Baird's financial or other interests. In addition, because Baird is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of Baird is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty. Furthermore, Baird's municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides reasonable and industry standard safeguards against individual representatives of Baird potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Baird is a full service securities firm and as such Baird and its affiliates may from time to time provide advisory, brokerage, consulting and other services and products to its clients, including municipalities, other institutions, and individuals and the City, certain City officials or employees, and potential purchasers of the securities of a Potential Financing for which Baird may receive

customary compensation; however, such services are not related to the proposed offering. Such services may also include the buying and selling of new issue and outstanding securities and providing investment advice in connection with securities (including securities of a Potential Financing), may be undertaken on behalf of, or as counterparty to, the City, personnel of the City, and current or potential investors in the securities of the City. Baird has previously served as underwriter, placement agent or financial advisor on other bond offerings and financings for or for the benefit of the City and expects to serve in such capacities in the future. Baird may also be engaged from time to time by the City to manage investments for the City (including the proceeds from the proposed offering) through a separate contract that sets forth the fees to be paid to Baird. Baird manages various mutual funds, and from time to time those funds may own bonds and other securities issued by or for the benefit of the City (including securities of a Potential Financing). Additionally, clients of Baird may from time to time purchase, hold and sell bonds and other securities issued by or for the benefit of the City (including securities of a Potential Financing). These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of the City, such as when their buying or selling of the City's securities may have an adverse effect on the market for the City's securities, and the interests of such other clients could create the incentive for Baird to make recommendations to the City that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from Baird effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through departments of Baird that operate independently from Baird's municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by Baird to the City under this Agreement.

In the ordinary course of fixed income trading business, Baird may purchase, sell, or hold a broad array of investments and may actively trade securities and other financial instruments, including the securities of a Potential Financing and other municipal bonds, for its own account and for the accounts of customers, with respect to which Baird may receive a mark-up or mark-down, commission or other remuneration, and therefore Baird could have interests in conflict with those of the City with respect to the value of the City's securities while held in inventory. Such investment and trading activities may involve or relate to the Financing or other assets, securities and/or instruments of the City and/or persons and entities with relationships with the City. In particular, Baird or its affiliates may submit orders for and acquire the City's securities issued in an Offering under the Agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with the City in that it could create the incentive for Baird to make recommendations to the City that could result in more advantageous pricing of the City's bond in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through departments of Baird that operate independently from Baird's municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by Baird to the City under the Agreement.

Baird serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of the City. For example, Baird serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the City under the Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, Baird could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of Baird to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that Baird serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair Baird's ability to fulfill its regulatory duties to the City.

While we do not believe that the following creates a conflict of interest on Baird's part, we note that spouses or other relatives of Baird Associates may serve as an officer, employee or official of the City. The City may wish to consider any impact such circumstances may have on how it conducts its activities with Baird under this Agreement.

Although Baird does not view this as a material conflict, Baird is engaged as municipal advisor to the Lansing Brownfield Redevelopment Authority through June 30, 2020 and sponsors the Lansing Economic Area Partnership, which provides Baird a Small Business & Professional Membership on the Board of Directors for calendar year 2019.

Baird has not identified any additional potential or actual material conflicts that require disclosure. If potential or actual conflicts arise in the future, we will provide you with supplemental disclosures about them.

Disclosures of Information Regarding Legal Events and Disciplinary History. MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, Baird sets out below required disclosures and related information in connection with such disclosures. Baird discloses the following legal or disciplinary events that may be material to the City's evaluation of Baird or the integrity of Baird's management or advisory personnel:

- Baird was among numerous municipal securities underwriters and municipal issuers that voluntarily participated in the Municipal Continuing Disclosure Cooperation Initiative

(MCDC) facilitated by the Securities and Exchange Commission (SEC) in March 2014. Under the MCDC, underwriters and issuers were requested to submit reports to the SEC identifying municipal securities offerings for which the official statement did not accurately describe prior instances of the issuer's material non-compliance with its continuing disclosure requirements required by SEC Rule 15c2-12. By voluntarily participating in the MCDC, Baird and other underwriters and issuers agreed to accept standardized settlement terms. In June 2015, the SEC issued Orders to 36 participating municipal underwriters, including Baird, setting forth the agreed upon settlement terms. Subsequently, the SEC issued similar Orders to additional participating underwriters. Each Order, including the one applicable to Baird, contains a finding, which the underwriter neither admits nor denies, that Baird did not conduct adequate due diligence to ensure that the issuers' representations in the official statements about their past compliance with continuing disclosures were accurate and therefore violated Section 17(a)(2) of the Securities Act of 1933. Each Order requires the underwriter to cease and desist from committing or causing any violations or future violations of Section 17(a)(2), to pay a civil monetary penalty (which, in Baird's case, is \$500,000), to retain an independent consultant to review Baird's municipal underwriting due diligence policies and procedures, and to adopt the consultant's final recommendations for changes in or improvements to those policies and procedures. The details of this matter are available in item 11.C (2), 11.C (4) and 11.C (5) and the accompanying Regulatory Action DRP on Form ADV available at <http://www.adviserino.sec.gov>.

- In August 2013, Baird was involved in a regulatory matter with respect to Municipal Securities Rulemaking Board (MSRB) Rule G-14 involving trade reporting of municipal bond transactions executed by Baird for internal money managers on behalf of their clients. Baird reported the transactions on a bunched order quantity basis instead of individually by amount of allocation. Baird has since reviewed its municipal bond trade reporting methodology in this context and has revised its processes to more clearly reflect the requirements of the rule interpretations. The details of this matter are available in item 11.E (2) and the accompanying Regulatory Action DRP on Form ADV available at <http://www.adviserino.sec.gov>.
- In June 2013, Baird was involved in a regulatory matter involving a small number of transactions in comparison to Baird's total fixed income trading volume with respect to the purchase of municipal securities for its own account from customers and/or sold municipal securities for its own account to customers that was allegedly not fair and reasonable, taken into account all relevant factors related to MSRB Rules G-17 and G-30(A). Baird has taken steps to address this matter, including improving its systems to better monitor and document Baird's compliance with its best execution obligations; providing additional training to Baird's fixed income traders on their obligations to document the prices, quotations or indications received from counterparties to reflect for firm records the pricing in markets at the time of each transaction; and providing

ROBERT W. BAIRD & CO. 124 W. Allegan Street, Suite 2200 • Lansing, MI 48933 Phone: (517) 371-2483 • Fax: (517) 371-2738

Brian J. Lefler
Managing Director
Public Finance

August 30, 2021

TIN: 39-6037917

Via Email

Mr. Jake Brower
Interim Finance Director
City of Lansing
124 W Michigan Avenue, 8th Floor
Lansing, MI 48933

Re: Not to Exceed \$13,600,000 2021 Grant Anticipation Note (Limited Tax General Obligation) (the "2021 GAN")

Dear Mr. Brower:

Pursuant to the Financial Advisory Services Agreement dated November 7, 2019, Robert W. Baird & Co., Incorporated, as Municipal Advisor, hereby submits our invoice for on-going services rendered since the issuance of the 2021 GAN on April 1, 2021. Our invoice was calculated using the terms in the Financial Advisory Services Agreement dated November 7, 2019.

Municipal Advisory Fee	\$7,500.00
Reimbursable Out-of-Pocket Expenses:	<u>0.00</u>
Total:	\$7,500.00

Please remit the respective Financial Advisory Fee using the following one of the following instructions:

Wire:

BMO Harris Bank
ABA#: 071000288
Robert W. Baird & Co.
Account #: 386-013-7
Swift: HATRUS44
Reference: PF - 289668

Attn: Alexandria Simons (414) 765-1487

Check:

Robert W. Baird & Co.
124 West Allegan Street
Suite 2200
Lansing, MI 48933
Reference: PF – 289668

Should you have any questions or comments regarding the foregoing, please call me at (517) 371-2607. As always, the Baird Team appreciates the opportunity to work with you and all the professionals.

Sincerely,

Brian J. Lefler
Managing Director
BAIRD

cc: Alexandria Simons and Ronald Salmon, BAIRD



LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE:

GRANT NAME: Cities for Financial Empowerment Fund – Expert City

DEPARTMENT: Department of Neighborhoods & Citizen Engagement (DNCE) - OFE

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Amber Paxton 517.648.6643

APPLICATION DATE August 2, 2021 AWARD DATE: August 23, 2021

GRANT CYCLE: Through Feb 8, 2023 Check One: ☐ Annual ☒ One-Time

FUND AMOUNT: \$10,000 (Breakdown below should total this amount)

GOODS & SERVICES \$10,000

PERSONNEL

CONSTRUCTION \$0.00

LAND \$0.00

OTHER (Training)

CITY MATCH (IF APPLICABLE): \$ N/A

GRANT PAYS FOR:

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

City serves as a pass-through to the Financial Empowerment Center at Cristo Rey Community Center. The FEC staff will serve as experts to the City of Pueblo, CO as they prepare to launch their own FEC. Includes job-shadowing of counselors, document sharing, etc. May include travel to visit Pueblo.

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

WHEREAS, the City of Lansing was selected on August 23, 2021 to receive a Cities for Financial Empowerment Fund (CFE Fund) grant for "FEC Expert Partner / FEC Expert Mentor" for \$10,000;

WHEREAS, the City of Lansing's Office of Financial Empowerment, which is part of the Department of Neighborhoods & Citizen Engagement applied for a grant to provide the partner (City of Pueblo, CO) with technical assistance resources;

WHEREAS, the CFE Fund grant was the result of a competitive proposal process, and the proposal was submitted by the Office of Financial Empowerment on August 2, 2021, approved on August 23, 2021, and will be received upon approval by Council and signed agreement;

WHEREAS, the award for \$10,000.00 does not require a local match;

NOW, THEREFORE, BE IT RESOLVED, The Lansing City Council approves acceptance of the Cities for Financial Empowerment Fund grant in the total amount of \$10,000.00 for the grant period beginning on the date of council approval for the City of Lansing and ending on February 8, 2023.

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.



LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: 11/29/2021

GRANT NAME: The Recycling Partnership/Michigan Department of Environment Great Lakes and Energy (EGLE)
Recycling Quality Improvement Grant

DEPARTMENT: Public Service

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Lori Welch, lori.welch@lansingmi.gov, 517-243-5668

APPLICATION DATE: 8/20/21

AWARD DATE: 10/14/21

GRANT CYCLE: FY 2022

Check One: ☐ Annual ☒ One-Time

FUND AMOUNT: \$144,000

(Breakdown below should total this amount)

GOODS & SERVICES	\$144,000
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PERSONNEL	
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CONSTRUCTION	<u>\$0.00</u>
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LAND	\$0.00
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OTHER (Training)	
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CITY MATCH (IF APPLICABLE): N/A

GRANT PAYS FOR: Curbside recycling cart tagging, development of educational materials, material audit at MRF, technical assistance, all designed to decrease contamination rate

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

The City will work with the Recycling Partnership to tag contaminated recycling carts, develop educational materials, and perform an audit of the recycling stream. These activities have proven effective in other Michigan communities to significantly reduce contamination in the recycling stream.



Andy Schor, Mayor

**PUBLIC SERVICE DEPARTMENT
Operations and Maintenance Division**

601 East South Street10
(517) 483-4161
FAX: (517) 483-4483
<http://publicservice.cityoflansingmi.com>



Memorandum For: City Council

From: Lori Welch, Sustainability Manager

Date: November 10, 2021

Subject: Acceptance of Recycling Quality Improvement Grant

The Public Service Department recommends the acceptance of the Recycling Quality Improvement Grant through the Recycling Partnership and the Michigan Department of Environment, Great Lakes and Energy (EGLE).

The grant was received on October 14, 2021 in the amount of \$140,000.00. There is no matching requirement.

The grant will fund recycling audits and a targeted education campaign aimed at reducing contamination.

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

WHEREAS, in August of 2021, the City of Lansing applied for the Recycling Quality Improvement Grant to fund recycling audits and educational materials; and

WHEREAS, on October 14, 2021, the City of Lansing received notification from the Recycling Partnership (TRP) that the City has received the 2021 Recycling Quality Improvement Grant; and

WHEREAS, the City of Lansing was awarded \$140,000.00 with no matching requirement; and

WHEREAS, the funded work must be completed by the end of 2022; and

WHEREAS, the funds will be used for recycling audits, bin tags and educational materials; and

WHEREAS, the Public Service Department is requesting acceptance of the Recycling Quality Improvement Grant; and

WHEREAS, the Administration and the City Council recognize the importance of reducing contamination of the recycling collected within the City of Lansing.

NOW, THEREFORE, BE IT RESOLVED, that the Lansing City Council approves acceptance of the 2021 Recycling Quality Improvement Grant for the purposes of funding recycling audits and a targeted education campaign, consistent with the terms and conditions of the Grant;

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



LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: 11/29/2021

GRANT NAME: MDNR Community Forestry Grant

DEPARTMENT: Public Service

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Lori Welch, lori.welch@lansingmi.gov, 517-243-5668

APPLICATION DATE: 9/17/21

AWARD DATE: 11/1/21

GRANT CYCLE: _FY 2022_____

Check One: ___Annual ___X___One-Time

FUND AMOUNT: \$15,000

(Breakdown below should total this amount)

GOODS & SERVICES

\$15,000 (contractual)

PERSONNEL

CONSTRUCTION

\$0.00

LAND

\$0.00

OTHER (Training)

CITY MATCH (IF APPLICABLE): \$19,500

GRANT PAYS FOR: Urban Tree Canopy Assessment

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

The grant will help fund an urban tree canopy assessment and report. The assessment will include a 5-band land cover assessment of trees, other vegetation, bare soil, water and impervious surfaces throughout the City. The assessment and report will be used to estimate ecosystem benefits provided by community trees, explore trends in tree canopy across the City, and help to establish targets to guide community sustainability and forestry efforts.



Andy Schor, Mayor

PUBLIC SERVICE DEPARTMENT
Operations and Maintenance Division
601 East South Street10
(517) 483-4161
FAX: (517) 483-4483
<http://publicservice.cityoflansingmi.com>



Memorandum For: Mayor

From: Lori Welch, Sustainability Manager

Date: November 8, 2021

Subject: Acceptance of DNR Community Forestry Grant

The Public Service Department recommends the acceptance of the FY22 DNR Community Forestry grant from the State of Michigan.

The grant was received on November 3, 2021 in the amount of \$15,000.00.

The grant will fund the completion of an urban tree canopy assessment and report. The project will include an assessment of trees, other vegetation, bare soil, water and impervious surfaces throughout the City. The assessment and report will be used to estimate ecosystem benefits provided by community trees, explore trends in tree canopy across the City, and establish aggressive targets to guide community sustainability and forestry efforts.

The \$19,500 match is available in the contractual services account, #: 101783821743000, as of 11/8/21, the balance in this account is \$40,000.00.

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

WHEREAS, in September of 2021, the City of Lansing applied for the 2021 Urban and Community Forestry grant to fund an urban tree canopy assessment; and

WHEREAS, on November 3, 2021, the City of Lansing received notification from the State of Michigan's Department of Natural Resources (MDNR) that the City has received the 2021 Urban and Community Forestry grant; and

WHEREAS, the City of Lansing was awarded \$15,000.00, with a local match of \$19,500 for which a funding account already exists; and

WHEREAS, the funded work must be completed by September 1, 2022; and

WHEREAS, the funds will be used for an urban tree canopy assessment and report; and

WHEREAS, the Public Service Department is requesting acceptance of the Urban Community Forestry Grant; and

WHEREAS, the Administration and the City Council recognize the importance of acquiring data to support forestry programs within the City of Lansing.

NOW, THEREFORE, BE IT RESOLVED, that the Lansing City Council approves acceptance of the 2021 Urban and Community Forestry grant for the purposes of urban tree canopy assessment, consistent with the terms and conditions of the grant;

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

CITY of LANSING

INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson CPPB, Senior Buyer

DATE: October 25, 2021

SUBJECT: Sole Source Purchase – Public Sector Consultants

Please include this Sole Source packet of information in your transmittal to Council as required by the Purchasing Ordinance Section 206.05.

In summary, the Purchasing Office processed the following Sole Source transaction:

Department: Department of Economic Development and Planning

Vendor: Public Sector Consultants

Item Purchased: Consultant for Assistance in Management Staffing of the City's COVID-19 Community Response Cabinet.

Dollar Amount: \$ 69,000.00 from 101-117114

Additional information pertaining to this purchase is attached for your information.

This letter is filed in accordance with the Purchasing Ordinance Section 206.05 (a) and (b).

slr

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor
Nicholas Tate, Deputy Mayor

FROM: Stephanie Robinson, Senior Buyer

DATE: September 3, 2021

SUBJECT: Sole Source – Public Sector Consultants

The Department of Economic Development and Planning requests that Public Sector Consultants be designated as a Sole Source consultant for Assistance in Management staffing of the City's COVID-19 Community Response Cabinet.

Please see the attached letter from Brian McGrain regarding the request.

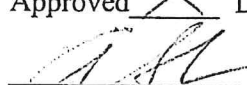
Based on the attached letter we recommend issuing a sole source purchase order to Public Sector Consultants, in the amount of \$ 69,000.00 per the request of the Department of Economic, Development, and Planning.

Attachment

Date:

9-8-21

Approved ☒ Denied ☐



Andy Schor, Mayor

CITY OF LANSING
Purchasing Office
124 W. Michigan Ave 8th floor
Lansing MI 48933
517-483-4128
517-483-4524

PURCHASE ORDER

TO:
PUBLIC SECTOR
CONSULTANTS
V#050321
230 N WASHINGTON
AVE STE 300
LANSING MI 48933

SHIP TO:
CITY OF LANSING
EDP-DEVELOPMENT
316 N CAPITOL AVE
SUITE D-1
LANSING MI 48933

P.O. NUMBER:
P087465/PR016235
*[The P.O. number must appear on
all related correspondence,
shipping papers, and invoices]*

BILL TO: CITY OF LANSING, EDP – DEVELOPMENT OFFICE, 316 N CAPITOL AVE SUITE D -1, LANSING MI 48933

PO DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
10/11/2021	BRIAN MCGRAIN	NA	NA	NET 30 DAYS

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
69000	LS	COMMUNITY RESPONSE CABINET MANAGEMENT COVID – 19	1.00	69000.00
		SOLE SOURCE		

SUBTOTAL	69000.00
SALESTAX	NA
SHIPPING AND HANDLING	0
OTHER	
TOTAL	\$69,000.00

1. Please send one copy of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. Send all correspondence to:
Stephanie Robinson, Senior Buyer - City of Lansing
Purchasing Office
124 W. Michigan Ave 8th floor
Lansing MI 48933
517-483-4128
517-483-4524

Stephanie Robinson

*Authorized by Stephanie Robinson, Senior Buyer - City
of Lansing*

10/11/2021

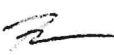
**Department of Economic
Development and Planning**
Brian McGrain, Director



Andy Schor, Mayor

316 N. Capitol Avenue,
Suite D-1
Lansing, Michigan 48933
PH: 517.483.4040
FAX: 517.483.6036

To: Stephanie Robinson, Purchasing

From: Brian McGrain, Economic Development and Planning 

Subject: Request for Sole Source procurement for Public Sector Consultants – COVID-19
Community Response Cabinet -- contract

Date: September 1, 2021

Please let this memo serve as a request for the issuance of a sole source purchase order for procurement for Economic Development and Planning (EDP) for the attached proposal/contract with Public Sector Consultants (PSC), to assist the City of Lansing with management/staffing of the City's Community Response Cabinet. The goal of the Cabinet is to align priorities and comprehensive strategic plans across City of Lansing departments and manage communications on ARPA strategies with stakeholders in the city.

Public Sector Consultants has currently been working the City on a similar project, namely, serving as the Economic Recovery Resource Consultant (ERRC) contractor. In this role, PSC has been working exclusively on developing strategic funding opportunities for the City and institutions within its boundaries. PSC began in this role in December 2020 and will continue to serve in this capacity.

Work done under this contract will be in addition to the ERRC work already undertaken. This funding will provide additional staffing to support broader community-wide strategies beyond traditional economic development work.

Funding for this work will be paid for via ARPA funds being received by the City under the eligible category defined under the interim final rule issued by the U.S. Department of Treasury of "Expenses to Improve Efficacy of Economic Relief Programs." Jake Brower will designate the account from which this \$69,000 will be accessed.



Memo

TO Mayor Andy Schor, City of Lansing

FROM Julie Durham, Public Sector Consultants

DATE Friday, August 13, 2021

SUBJECT Covid-19 Community Response Cabinet

Background

The City of Lansing, like other communities across the state and nation, is facing a significant challenge due to the novel coronavirus (COVID-19) pandemic. While many families and businesses are struggling economically and confronting stark financial realities, these struggles have disproportionately affected underserved communities and businesses. To address these current issues, the federal government has approved the American Rescue Plan Act (ARPA) and is working to pass an infrastructure bill that will help to alleviate the financial burden faced by many state and local governments.

Goals

PSC will assist the City of Lansing to manage and staff a Community Response Cabinet. The goal of the cabinet is to align priorities and comprehensive strategic plans across City of Lansing departments and manage communications on ARPA strategies with stakeholders in the city, including health and human services, economic development, public safety, utilities, and housing. The activities of this cabinet will influence funding and programmatic decisions related to ARPA potential infrastructure funding. The Cabinet will be comprised of stakeholders from the public, private, and non-profit sectors.

Scope of Work

PSC proposes providing the following services to support the implementation of a successful Community Response Cabinet:

- Review of current City of Lansing Master and Strategic Plans
- Cabinet leadership team facilitation and management
- Proposal identification and development
- Program implementation
- Communications
- Project management services

Review of Current Master and Strategic Plans

PSC will review the most recent master and strategic plans for the city and each department and determine the degree to which activities have been implemented. Additionally, PSC will facilitate discussions with City cabinet members to identify their current and future departmental priorities and goals. The information gathered from these activities will form the basis of recommendations for ARPA expenditures based on approval from the City.

Cabinet Leadership Team Facilitation and Management

PSC proposes that the Community Response Cabinet include a leadership team composed of key city department heads, business leaders and nonprofit directors and subcommittees (as needed) comprised of staff from these same organizations. The cabinet leadership team will meet monthly to identify current needs and priorities that have shifted because of the Covid-19 pandemic, as well as their alignment with City of Lansing priorities as identified in the prior section. PSC will facilitate the leadership team meetings, including agenda development, meeting facilitation, member engagement, and consensus building. To support these efforts, PSC will:

- Create cabinet charter outlining expectations, roles, and responsibilities
- Create draft agendas for City of Lansing review with input from mayor's staff
- Create meeting materials to support the agenda with input from mayor's staff
- Facilitate meetings including the following:
 - Take and distribute meeting notes
 - Communicate with cabinet leadership members about deadlines and logistics
 - Respond to inquiries from leadership team
 - Host meetings and coordinate all meeting logistics

To support the functional tasks and priorities identified by the Community Response Cabinet, PSC will work with the leadership team and designated staff members from their respective agencies to carry out specific responsibilities associated with program development, grant applications or consensus building. Examples of this work could include:

- Gathering community input on proposed projects
- Identifying best practices or demonstration projects
- Coordinating letters of support from stakeholders
- Providing data to support grant applications

PSC will convene and support subcommittees as necessary to address the priorities identified by the City. The scope of work assumes that these subcommittees will meet approximately twice a month, or as needed according to program application requirements. To support these activities, PSC will:

- Manage logistics (including calendar appointments, meeting space, conference lines, etc.)
- Keep the subcommittee on schedule and report deviations to the leadership team
- Co-create meeting agendas and share with subcommittee leads
- Facilitate meetings
- Document key decisions and next steps and share with the leadership team
- Facilitate a consensus-building process and edit recommendations/deliverables

- Provide knowledge building, research, and various content support

Proposal Identification and Development

PSC will identify state and federal funding opportunities and facilitate discussions with the Mayor's office to make determinations on funding applications, including identifying appropriate applicants and partnerships, and coordinating application requirements. PSC will develop and submit proposals aligned with city priorities. PSC will lead all aspects of proposal development, including creating outlines and narratives as well as coordinating external support and partnerships. PSC will complete most of the work but will rely on city staff, when necessary, to provide important background details on programs and operations. PSC and city staff will work closely together on developing cost estimates and project budgets. City staff will be expected to provide any necessary supporting documentation such as labor rates and financial statements. It may be necessary to rely on city staff for online submissions, depending on access requirements for certain online submission systems.

PSC's production team—which comprises professional editors, formatters, and designers—will complete a full editorial review and assist with formatting, ensuring completed documents meet the specifications articulated in the funding announcement. PSC will also provide the city with an opportunity to review draft proposals prior to final editing.

Communications

PSC will work with the cabinet leadership team to identify any communication needs associated with project priorities. Potential communications activities could include:

- Maintaining a list of stakeholders by priority area
- Develop and distribute targeted communications messages for cabinet members to share with their stakeholders, including social media posts, press releases, and other materials
- Collaborate with subcommittees to vet messaging and communications materials, and develop a scope of work and budget for a public awareness or community conversation campaigns

Program Implementation

Upon receipt of any program funding, PSC staff will be available to plan and facilitate kick-off meetings with the appropriate stakeholders, assist in formalizing any program agreements or memoranda of understanding, create project action plans, and identify project outcomes, goals, and tracking requirements. PSC will obtain prior approval from the City of Lansing before engaging in program implementation activities.

Project Management

A successful outcome—creating a comprehensive set of priorities for investment, and securing and leveraging external funding—requires strong project management and close coordination with city leadership. PSC will meet with city staff for weekly check-ins during the first quarter of the project, followed with biweekly or quarterly meetings. PSC will use these meetings to review progress on the workplan and address any emerging challenges and opportunities. In addition to regular check-ins, PSC will draft quarterly reports summarizing project activities. At the end of the project, PSC will provide a report summarizing the project's successes and challenges.

Throughout the project, PSC will maintain open communication to ensure city leadership and external partners have a common understanding of the overall process. PSC will also be sensitive to the available budget by focusing on efforts with the highest value-added services and identifying ways to streamline more administrative work through existing resources. PSC will also clearly delineate and separate its activities under this scope of work from the Economic Resource Recovery Development project.

Timeline and Budget

The total cost of this project is estimated to be \$69,000; \$64,000 for professional services and \$5,000 for programmatic expenses. Due to the fluid nature of the project scope, PSC proposes to complete this work on a time-and-materials basis. PSC estimates that it will provide approximately 500 hours of work at an average hourly rate of \$128. PSC will bill the City of Lansing on a monthly basis per the request for proposals. PSC expects to negotiate complete contract details with the City.

The project is expected to last 12 months and will be completed by August 30, 2022, or 12 months from commencement, whichever is later. Tasks will begin immediately upon the acceptance of this proposal.