AGENDA

Committee on Ways and Means
AGENDA FOR MAY 22, 2023 AT 4:30 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.
view on: https://www.youtube.com/@lansingcitycouncil4446/streams

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Council Member Spadafore, Chairperson
Council Member Wood, Vice Chairperson
Council Member Jackson, Member

1. **Call to Order**
2. **Roll Call**
3. **Minutes**
   A. May 8, 2023
4. **Public Comment on Agenda Items (Up to 3 Minutes)**
5. **Presentations:**
   B. Tri-County Regional Planning Commission Audits and Financial Statements
6. **Discussion/Action:**
   C. RESOLUTION - Grant Application; Michigan Department of Treasury Grant for Underfunded Pensions
   D. PLACE ON FILE - Sole Source Purchase; Parks & Recreation Department; Most Dependable Fountains Inc.- vendor for three water fountain replacements at Turner Dodge House, Cesar E. Chavez Plaza, and Museum Drive
   E. PLACE ON FILE -Sole Source Purchase; Public Service request; Wonderware- vendor for Wastewater Division SCADA Software
   F. PLACE ON FILE - Sole Source Purchase; Economic, Development & Planning request; Michael Latas & Associates -vendor for employment consulting & advising for hiring of Chief Building Inspector
   G. PLACE ON FILE - Sole Source Purchase; Finance Department; Maner Costerisan-vendor for Special Services for assistance in creating a Uniform Chart of Accounts as required by the State of Michigan
   H. PLACE ON FILE - Sole Source Purchase; Finance Department; MGT Consulting Group- vendor for Fiscal Year 2022-2023 Indirect Labor Cost Allocation Plan
7. **Other**
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, May 8, 2023 @ 4:30 p.m.
City Council Conference Room

CALL TO ORDER
Council Member Wood called the meeting was called to order at 4:30 p.m.

PRESENT
Council Member Peter Spadafore, Chair- excused
Council Member Carol Wood, Vice Chair
Council Member Brian T. Jackson, Member

OTHERS PRESENT
Sherrie Boak, Council Office Manager
Lisa Hagen-Lawrence, OCA
Jim Smiertka, OCA
Emily Linden, Internal Auditor
Lori Welch, Public Service
Jane DiSessa, Mayor's Office

Minutes
Council Member Wood passed the gavel.

MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE MINUTES FROM APRIL 24, 2023, AS PRESENTED. MOTION CARRIED 2-0.

Council Member Jackson passed the gavel.

Public Comment
No public comment at this time.

Discussion/Action:
RESOLUTION – Workers Compensation Settlement – WC 2062876-01922-001
Ms. Hagen-Lawrence informed the Committee that the employee will not return to work because they resigned, they were not offered another job in another department because they resigned. Regarding if the person qualifies for duty disability, Ms. Hagen- Lawrence stated it does not and regarding collecting retirement, the claimant does not qualify for retirement. Lastly, Ms. Hagen - Lawrence stated there are no claims, this will be a complete redemption.

Council Member Jackson asked how they calculated the future liability. Ms. Hagen – Lawrence stated she believed they estimate on future liability and payments. Council Member Jackson asked if they review medical records, and Ms. Hagen-Lawrence confirmed they would, and that would be reviewed on a case by case. There is an outside counsel that takes the primary role and makes recommendations. In OCA Mr. Abood reviews and she has started taking a role. She believes that Comp One looks at the medical records but would look into that with HR and report back.

MOTION BY COUNCIL MEMBER JACKSON TO APPROVE THE RESOLUTION FOR THE WORKERS COMPENSATION CLAIM 20628676-01922-001 IN THE AMOUNT OF $10,200. MOTION CARRIED 2-0.

RESOLUTION – Workers Compensation Settlement – WC20628676-01409
Ms. Hagen-Lawrence began by stating that this if a $3,700 redemption with a potential $335,183 future liability. The claimant will not return to work because they retired from the City, and was not offered another job because of that retirement. Ms. Hagen-Lawrence added that this does not apply towards duty disability because they retired age and service, and therefore can collect retirement. Ms. Hagen-Lawrence concluded by stating that this will be a complete redemption.

Council Member Jackson asked if the claimant was at the table during the discussions on the redemption, and Ms. Hagen-Lawrence stated she could not confirm but would follow up.

MOTION BY COUNCIL MEMBER JACKSON TO APPROVE THE RESOLTUION FRO WORKERS COMPENSATION 20628676-01409 IN THE AMOUNT OF $3,700. MOTION CARRIED 2-0.

RESOLUTION – Grant Acceptance; Michigan Department of Environment, Great Lakes and Energy (EGLE) Rural Electronics Recycle Grant
Ms. Welch informed the Committee this is a grant for $15,000 for 2 years to help with payment for processing and transporting materials from the Recycling A-Rama event. The grant will be received by the City but given to the fiduciary for the event. There is no match b the City.

MOTION BY COUNCIL MEMBER JACKSON TO APPROVE THE RESOLUTION FO THE EGLE RURAL ELECTRONICS RECYCLE GRANT ACCEPTANCE. MOTION CARRIED 2-0.

OTHER
No other topics at this time.

ADJOURN
Adjourned at 4:37 p.m.
Submitted by,
Sherrie Boak, Recording Secretary
Lansing City Council
Approved by the Committee ___________________________

Tri-County Regional Planning Commission

TRI-COUNTY
regional planning commission

Year Ended September 30, 2022

Single Audit Act Compliance

Rehmann

Tri-County Regional Planning Commission

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INDEPENDENT AUDITORS' REPORT ON THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE

February 2, 2023

Board of Commissioners
Tri-County Regional Planning Commission
Lansing, Michigan

We have audited the financial statements of the governmental activities and the general fund of Tri-County Regional Planning Commission (the "Commission"), as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the Commission's basic financial statements. We issued our report thereon dated February 2, 2023, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain other procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

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WE ARE AN INDEPENDENT MEMBER OF THE GLOBAL ADVISORY AND ACCOUNTING NETWORK HLB

5800 Gratiot, Suite 201, Saginaw, MI 48638 989.799.9580

Tri-County Regional Planning Commission

Schedule of Expenditures of Federal Awards
For the Year Ended September 30, 2022

Federal Agency / Cluster / Program Title	Assistance Listing Number	Passed Through	Pass-through / Grantor Number	Federal Expenditures
U.S. Department of Commerce				
Economic Development Support for				
Planning Organizations:				
COVID 19 - CARES Grant	11.302	Direct	ED20CHI3070092	$ 74,255
Support for Planning	11.302	Direct	ED19CHI3020026	79,101
Support for Planning	11.302	Direct	ED22CHI3020036	4,794
				158,150
U.S. Department of Transportation				
Highway Planning and Construction Cluster:				
FHWA PL Funds	20.205	MDOT	2021-0011/Z4	658,091
Surface Transportation Program Grant 2020	20.205	MDOT	2018-0011/Z5/R1	47,965
Surface Transportation Program Grant 2021	20.205	MDOT	2021-0011/Z2/R1	34,560
Surface Transportation Program Grant 2022	20.205	MDOT	2021-011/Z5	18,543
Michigan Avenue Corridor Study	20.205	MDOT	2021-011/Z3/R1	213,614
Statewide Planning and Research	20.205	MDOT	2021-022/Z7	16,149
				988,922
Total expenditures of federal awards				$ 1,147,072

See notes to schedule of expenditures of federal awards.

Notes to Schedule of Expenditures of Federal Awards

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accompanying schedule of expenditures of federal awards (the “Schedule”) includes the federal grant activity of the Tri-County Regional Planning Commission (the “Commission”) under programs of the federal government for the year ended September 30, 2022. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Commission, it is not intended to and does not present the financial position, changes in net position or cash flows of the Commission.

Expenditures reported on the Schedule are reported on the modified accrual basis of accounting, which is described in Note 1 to the Commission's financial statements. Such expenditures are recognized following the cost principles contained in the Uniform Guidance or other applicable guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years. Pass-through entity identifying numbers are presented where available.

2. DE MINIMIS COST RATE

For purposes of charging indirect costs to federal awards, the Commission has not elected to use the 10 percent de minimis cost rate as permitted by §200.414 of the Uniform Guidance.

3. PASS-THROUGH ENTITIES

The Commission receives certain federal grants as subawards from non-federal entities. Pass-through entities, where applicable, have been identified in the Schedule with an abbreviation, defined as follows:

Pass-through Entity Abbreviation	Pass-through Entity Name
MDOT	Michigan Department of Transportation

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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

February 2, 2023

Board of Commissioners
Tri-County Regional Planning Commission
Lansing, Michigan

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and the general fund of the ***Tri-County Regional Planning Commission*** (the "Commission"), as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the Commission's basic financial statements, and have issued our report thereon dated February 2, 2023.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Commission's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Commission's internal control. Accordingly, we do not express an opinion on the effectiveness of the Commission's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Commission's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Commission's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

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INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR THE MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

February 2, 2023

Board of Commissioners
Tri-County Regional Planning Commission
Lansing, Michigan

Report on Compliance for the Major Federal Program

Opinion on the Major Federal Program

We have audited the compliance of the ***Tri-County Regional Planning Commission*** (the "Commission") with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on the Commission's major federal program for the year ended September 30, 2022. The Commission's major federal program is identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Commission complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on the major federal program for the year ended September 30, 2022.

Basis for Opinion on the Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Independent Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Commission and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the major federal program. Our audit does not provide a legal determination of the Commission's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the Commission's federal programs.

Independent Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Commission's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards,* and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Commission's compliance with the requirements of the major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards,* and the Uniform Guidance, we:

- exercise professional judgment and maintain professional skepticism throughout the audit.

- identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Commission's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.

- obtain an understanding of the Commission's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Commission's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Independent Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

Purpose of this Report

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

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Tri-County Regional Planning Commission

Schedule of Findings and Questioned Costs
For the Year Ended September 30, 2022

SECTION I - SUMMARY OF AUDITORS' RESULTS

Financial Statements

Type of auditors' report issued:	Unmodified	
Internal control over financial reporting:		
Material weakness(es) identified?	____ yes	X no
Significant deficiency(ies) identified?	____ yes	X none reported
Noncompliance material to financial statements noted?	____ yes	X no

Federal Awards

Internal control over major programs:		
Material weakness(es) identified?	____ yes	X no
Significant deficiency(ies) identified?	____ yes	X none reported
Type of auditors' report issued on compliance for major programs:	Unmodified	
Any audit findings disclosed that are required to be reported in accordance with 2CFR 200.516(a)?	____ yes	X no

Identification of major programs:

Assistance Listing Number	Name of Federal Program or Cluster
20.205	Highway Planning and Construction Cluster

Dollar threshold used to distinguish between Type A and Type B programs:	$750,000	
Auditee qualified as low-risk auditee?	____ yes	X no

Schedule of Findings and Questioned Costs
For the Year Ended September 30, 2022

SECTION II – FINANCIAL STATEMENT FINDINGS

None noted.

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Schedule of Findings and Questioned Costs

For the Year Ended September 30, 2022

SECTION III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

None noted.

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Summary Schedule of Prior Audit Findings

For the Year Ended September 30, 2022

None noted.

Tri-County Regional Planning Commission

TRI-COUNTY
regional planning commission

Year Ended September 30, 2022

Financial Statements

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TRI-COUNTY REGIONAL PLANNING COMMISSION

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INDEPENDENT AUDITORS' REPORT

February 2, 2023

Board of Commissioners
Tri-County Regional Planning Commission
Lansing, Michigan

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities and the general fund of ***Tri-County Regional Planning Commission*** (the "Commission"), as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the Commission's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the general fund of the Commission as of September 30, 2022, and the respective changes in financial position thereof and the budgetary comparison for the general fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Independent Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Commission and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Commission's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Independent Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards,* we:

- exercise professional judgment and maintain professional skepticism throughout the audit.

- identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Commission's internal control. Accordingly, no such opinion is expressed.

- evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Commission's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Commission's basic financial statements. The other supplementary information, as listed in the table of contents, is presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards,* we have also issued, under separate cover, our report dated February 2, 2023, on our consideration of the Commission's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Commission's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Commission's internal control over financial reporting and compliance.

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MANAGEMENT'S DISCUSSION AND ANALYSIS

Management's Discussion and Analysis

As management of the Tri-County Regional Planning Commission (the "Commission"), we offer readers of the Commission's financial statements this narrative overview and analysis of the financial activities of the Commission for the fiscal year ended September 30, 2022. We encourage readers to consider the information presented here in conjunction with additional information that is furnished in the financial statements and notes to the financial statements.

Financial Highlights

- The assets of the Commission exceeded its liabilities at the close of the most recent fiscal year by $577,234 (net position). Of this amount, $275,506 was unrestricted and may be used for operating cash-flow, match for federal funding that was not spent this year, future program shortfalls, and capital asset purchases.
- The Commission's total net position decreased by $61,031 from operations during fiscal 2022.
- The General Fund received $1,785,780 in revenues. The General fund had $1,850,273 in expenditures. The General Fund fund balance decreased by $64,493.
- At the end of the current fiscal year, unassigned fund balance for the General Fund was $606,075 or 33% of total General Fund expenditures.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the Commission's basic financial statements. The Commission's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide Financial Statements. The government-wide financial statements are designed to provide readers with a broad overview of the Commission's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the Commission's assets and liabilities, with the difference being net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Commission is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

Fund Financial Statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Commission, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The Commission maintains one governmental fund.

Management's Discussion and Analysis

Governmental funds. *Governmental funds* are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating an Commission's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds (modified accrual) statements with similar information presented for government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and change in fund balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The Commission adopts an annual appropriated budget for the General Fund. A budgetary comparison statement has been provided to demonstrate compliance with this budget.

Notes to the Financial Statements. The notes to the financial statements provide additional information that is essential to a full understanding of the data provided in the financial statements.

Supplementary Information. In addition to the basic financial statements and accompanying notes, this report also presents the management's discussion and analysis, which is considered required supplementary information, and other supplementary information.

Government-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the Commission, assets exceeded liabilities by $577,234 at the end of the September 30, 2022 fiscal year.

Summary of Net Position

	2022	2021
Assets		
Current and other assets	$ 1,204,536	$ 1,236,417
Capital assets, net	301,728	5,456
Total assets	1,506,264	1,241,873
Current and other liabilities	929,030	603,608
Net position		
Investment in capital assets	301,728	5,456
Unrestricted	275,506	632,809
Total net position	$ 577,234	$ 638,265

Management's Discussion and Analysis

The net position is separated into two major components; investment in capital assets (e.g., equipment less related debt, if any), which amounted to $301,728 and the unrestricted net position of $275,506.

The Commission's net position decreased by $61,031 during the current fiscal year.

Statement of Activities

	2022	2021
Revenues		
Program revenues:		
Operating grants and contributions	$ 1,814,029	$ 1,632,783
General revenues:		
Investment earnings	(28,249)	3,790
Total revenues	1,785,780	1,636,573
Expenses	1,846,811	1,590,836
Change in net position	(61,031)	45,737
Net position:		
Beginning of year	638,265	592,528
End of year	$ 577,234	$ 638,265

Total revenue increased by $149,207 during the year due to increased funding from transportation programs.

Total expense increased by $255,975 during the year due to increased cost related to transportation programs.

Summary of Fund Financial Statements

Governmental fund. As noted earlier, the focus of the governmental fund (modified accrual) financial statements is to provide information on the near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the Commission's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the Commission's governmental fund reported an ending fund balance of $615,167, a decrease of $64,493 from the prior year. $9,092 of the fund balance is considered nonspendable related to the prepaids.

At the end of the current fiscal year, unassigned fund balance for the General Fund was $606,075 or 33% of total General Fund expenditures.

The decrease in the fund balance of $64,493 is mainly due to the decrease in federal expenditures that required local match.

Management's Discussion and Analysis

Budgetary Highlights

The Commission adopts an annual budget for the General Fund. A budgetary comparison statement has been provided as supplementary information to demonstrate compliance with this budget.

Revenues and expenditures were both decreased by $483,797 between the original budget and the final budget. The Commission budget was amended during the year to reflect a decrease in fund balance of $36,946. Federal revenue was decreased from original to amended budget by $267,925 and the related the consultant fee/contractual services expenditures were amended by the same amount due to decrease expenditures of federal revenue related to economic development programs funds. Further, state revenue was decreased from the original to amended budget by $215,872 and the related pass through expenditures were amended due to Regional Prosperity Initiative programs delayed due to COVID-19. Revenues and expenditures were lower than anticipated by $285,500 and $257,953, respectively. Significant variances between budget and actual amounts for the year are described below:

- Federal revenue was under budget by $214,827 due to delay in transportation programs starting and staff vacancy in the economic development program.
- Salaries and wages were under budget by $109,271 due to staff vacancies in transportation and economic development programs.
- Special projects were under budget by $40,540 due to delay in projects because of staff vacancies.

Capital Assets

The following is a summary of capital assets and the associated accumulated depreciation/amortization:

	2022	2021
Furniture and equipment	$ 196,220	$ 196,220
Leased building	346,567	-
Less accumulated depreciation/amortization	(241,059)	(190,764)
Net capital assets	$ 301,728	$ 5,456

During the year, the Commission implemented the provisions of GASB Statement No. 87, *Leases,* in the current year which increased leased assets, and a corresponding lease payable was recorded.

The capital assets of the Commission consist exclusively of office furniture and equipment and a leased building. The Commission has implemented a capitalization policy consistent with MDOT and federal funding that require all items, other than buildings, building improvements and land improvements, purchased having a useful life in excess of one year and an individual cost of more than $5,000 be capitalized and depreciated. The capitalization threshold for buildings and building improvements is $50,000 and $25,000 for land improvements. Note 4 to the financial statements provides additional information regarding capital assets.

Management's Discussion and Analysis

Economic Factors and Next Year's Budget

The following factors were considered in preparing the Commission's budget for the 2022-2023 fiscal year:

The Commission prepared the 2022-2023 budget with the same level of dues from its members. The dues will increase in FY 2023 – 2024 to meet the new level of federal funds that are available.

Requests for Information

This financial report is designed to provide a general overview of the Commission's finances and to demonstrate the Commission's accountability for the revenues it receives. Anyone having questions regarding this report or desiring additional information may contact the Commission's office at 3135 Pine Tree Rd. Ste 2C, Lansing, MI 48911, (517) 393-0342.

BASIC FINANCIAL STATEMENTS

Statement of Net Position
Governmental Activities
September 30, 2022

Assets	
Cash and cash equivalents	$ 536,001
Investments	271,288
Due from other governmental units	388,155
Prepaids	9,092
Capital assets being depreciated, net	301,728
Total assets	1,506,264
Liabilities	
Accounts payable and accrued liabilities	132,759
Compensated absences	42,685
Unearned revenue	456,610
Lease payable:	
Due within one year	45,401
Due in more than one year	251,575
Total liabilities	929,030
Net position	
Investment in capital assets	301,728
Unrestricted	275,506
Total net position	$ 577,234

The accompanying notes are an integral part of these financial statements.

TRI-COUNTY REGIONAL PLANNING COMMISSION

Statement of Activities

Governmental Activities

For the Year Ended September 30, 2022

Functions/Programs	Expenses	Program Revenue: Operating Grants and Contributions	Net (Expense) Revenue and Changes in Net Position
Community and economic development planning programs	$ 1,846,811	$ 1,814,029	$ (32,782)
General revenues			
Investment earnings			(28,249)
Change in net position			(61,031)
Net position, beginning of year			638,265
Net position, end of year			$ 577,234

The accompanying notes are an integral part of these financial statements.

TRI-COUNTY REGIONAL PLANNING COMMISSION

Balance Sheet
Governmental Fund
September 30, 2022

Assets		
Cash and cash equivalents	$	536,001
Investments		271,288
Due from other governmental units		388,155
Prepaids		9,092
Total assets	$	1,204,536
Liabilities		
Accounts payable	$	87,463
Accrued wages		45,296
Unearned revenue		456,610
Total liabilities		589,369
Fund balance		
Nonspendable - prepaids		9,092
Unassigned		606,075
Total fund balance		615,167
Total liabilities and fund balance	$	1,204,536

The accompanying notes are an integral part of these financial statements.

TRI-COUNTY REGIONAL PLANNING COMMISSION

Reconciliation
Fund Balance for Governmental Fund
to Net Position of Governmental Activities
September 30, 2022

Fund balance - governmental fund	$	615,167
Amounts reported for the governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not financial resources, and therefore are not reported in the fund statements.		
Capital assets being depreciated, net		301,728
Certain liabilities, such as compensated absences, are not due and payable in the current period, and therefore are not reported in the funds.		
Lease payable		(296,976)
Compensated absences		(42,685)
Net position of governmental activities	$	577,234

The accompanying notes are an integral part of these financial statements.

Statement of Revenues, Expenditures, and Change in Fund Balance

Governmental Fund
For the Year Ended September 30, 2022

Revenues	
Intergovernmental:	
Federal	$ 1,147,072
State	103,728
Local	191,824
Member allocations	363,334
Investment income (loss)	(28,249)
Other	8,071
Total revenues	1,785,780
Expenditures	
Current:	
Community and economic development planning programs	1,850,273
Net change in fund balance	(64,493)
Fund balance, beginning of year	679,660
Fund balance, end of year	$ 615,167

The accompanying notes are an integral part of these financial statements.

Reconciliation

Net Change in Fund Balance of Governmental Fund
to Change in Net Position of Governmental Activities
For the Year Ended September 30, 2022

Net change in fund balance - governmental fund	$ (64,493)
Amounts reported for the governmental activities in the statement of activities are different because:	
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation/amortization expense.	
Depreciation/amortization	(50,295)
Some expenses reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.	
Principal payments on lease payable	49,591
Change in the accrual for compensated absences	4,166
Change in net position of governmental activities	$ (61,031)

The accompanying notes are an integral part of these financial statements.

Statement of Revenues, Expenditures, and Changes in Fund Balance

Budget and Actual - General Fund
For the Year Ended September 30, 2022

	Original Budget	Final Budget	Actual	Actual Over (Under) Final Budget
Revenues				
Intergovernmental:				
Federal	$ 1,629,824	$ 1,361,899	$ 1,147,072	(214,827)
State	354,049	138,177	103,728	(34,449)
Local	203,869	203,869	191,824	(12,045)
Member allocations	363,335	363,335	363,334	(1)
Interest income (loss)	-	-	(28,249)	(28,249)
Other	4,000	4,000	8,071	4,071
Total revenues	2,555,077	2,071,280	1,785,780	(285,500)
Expenditures				
Community and economic development:				
Salaries and wages	915,430	915,430	806,159	(109,271)
Fringe benefits	366,172	366,172	341,453	(24,719)
Discretionary fund	5,000	5,000	3,032	(1,968)
Telephone	9,250	9,250	9,253	3
Postage	1,000	1,000	300	(700)
Printing and copying	9,650	9,650	3,624	(6,026)
Office supplies	15,000	15,000	7,075	(7,925)
Travel - in region	16,700	16,700	8,394	(8,306)
Travel - out region	11,223	7,073	3,991	(3,082)
Training	4,000	4,000	242	(3,758)
Commission meeting expenses	5,000	5,000	3,125	(1,875)
Rent	78,000	78,000	58,970	(19,030)
Facilities	2,050	2,050	11,658	9,608
Computer services	50,000	50,000	36,178	(13,822)
Computer software	34,000	34,000	30,197	(3,803)
Insurance	6,600	6,900	6,893	(7)
Bank service charges	1,500	1,500	1,003	(497)
Subscriptions/publications	1,050	1,050	323	(727)
Advertising	4,100	6,100	6,598	498
Membership dues	11,000	11,000	4,026	(6,974)
Special projects	54,000	54,000	13,460	(40,540)
Consultant fee/contractual services	695,500	427,575	446,004	18,429
Equipment	17,500	17,500	-	(17,500)
Audit	10,500	12,350	12,350	-
Pass-through	267,798	51,926	35,965	(15,961)
Total expenditures	2,592,023	2,108,226	1,850,273	(257,953)
Net change in fund balance	(36,946)	(36,946)	(64,493)	(27,547)
Fund balance, beginning of year	679,660	679,660	679,660	-
Fund balance, end of year	$ 642,714	$ 642,714	$ 615,167	$ (27,547)

The accompanying notes are an integral part of these financial statements.

NOTES TO FINANCIAL STATEMENTS

Notes to Financial Statements

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Tri-County Regional Planning Commission (the "Commission") is a governmental unit established July 18, 1956, under the authority of Act 281 of Michigan Public Acts of 1945. The Commission is a voluntary organization joining Clinton, Eaton, and Ingham Counties and the City of Lansing to foster a cooperative effort in identifying and resolving various community planning issues in the Tri-County area. Primary financing is provided through various agreements with state and federal agencies and local appropriations.

The financial statements of the Commission have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The more significant of the Commission's accounting policies are described below.

Reporting Entity

All funds (primary government) under direct control of the Commission are included in this report. These funds are those which meet the criteria established by the Governmental Accounting Standards Board (GASB). The Commission is considered a special purpose governmental unit operating governmental activities and account for those activities in a single governmental fund.

Basis of Presentation

Government-wide Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the primary government. Governmental activities, which normally are supported by taxes and intergovernmental revenue, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support. The Commission had no business-type activities during the year ended September 30, 2022.

The statement of activities presents the direct functional expenses of the Commission and the program revenues that support them. Direct expenses are specifically associated with a service, program, or department and are therefore clearly identifiable to a particular function. Program revenues are associated with specific functions and include charges to recipients of goods or services and grants and contributions that are restricted to meeting the operational or capital requirements of that function. Revenues that are not required to be presented as program revenues are general revenues. This includes all interest and other general revenues and shows how governmental functions are either self- financing or supported by the general revenues of the Commission.

Fund Financial Statements

The fund financial statements present the Commission's only fund. The General Fund is the Commission's operating fund. It is used to account for all financial resources of the Commission. General Fund activities are financed by revenue from governmental grants, member allocations, and other sources.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenue is recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenue is recognized as soon as they are both measurable and available. Revenue is considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenue to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

When both restricted and unrestricted resources are available for use, it is the Commission’s practice to use restricted resources first, then unrestricted resources as they are needed.

Assets, Liabilities and Equity

Cash and Investments

Cash consists of the Commission’s checking and savings accounts.

In accordance with Michigan Compiled Laws, the Commission is authorized to invest in the following investment vehicles:

a. Bonds, securities, and other obligations of the United States or an agency or instrumentality of the United States.

b. Certificates of deposit, savings accounts, deposit accounts, or depository receipts of a bank which is a member of the Federal Deposit Insurance Corporation (FDIC) or a savings and loan association which is a member of the Federal Savings and Loan Insurance Corporation (FSLIC) or a credit union which is insured by the National Credit Union Administration, but only if the bank, savings and loan association, or credit union is eligible to be a depository of surplus funds belonging to the State under Section 5 or 6 of Act No. 105 of the Public Acts of 1855, as amended, being Section 21.145 and 21.146 of the Michigan Compiled Laws.

c. Commercial paper rated at the time of purchase within the three highest classifications established by not less than two standard rating services and which matures not more than 270 days after the date of purchase.

d. The United States government or Federal agency obligations repurchase agreements.

e. Bankers’ acceptances of United States banks.

f. Mutual funds composed of investment vehicles, which are legal for direct investment by local units of government in Michigan.

Receivables and Unearned Revenue

Amounts due from other governments include amounts due from grantors for specific programs and capital projects. Program grants and capital grants for capital assets are recorded as receivables and revenues at the time reimbursable project costs are incurred. Revenues received in advance of project costs being incurred are shown as unearned revenue.

Prepaids

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements. The cost of prepaid items is recorded as expenditures/expenses when consumed rather than when purchased.

Capital Assets

Capital assets are recorded (net of accumulated depreciation, if applicable) and are those assets with an initial individual cost of $50,000 for buildings and building improvements, $25,000 for land improvements, and $5,000 for all other assets and an estimated useful life of more than one year. All purchased capital assets are valued at cost where historical records are available and at an estimated historical cost where no historical records exist. Donated capital assets are valued at their estimated acquisition value on the date received.

The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Depreciation and amortization are computed using the straight-line method over a useful live of 3 to 10 years.

Indirect Cost Allocations

Indirect costs are allocated to all projects equally. Allocated indirect costs in excess of amounts that can be funded by a contract or grant are absorbed by the Commission through indirect credits. The indirect cost rate percentage is applied only against allowable direct costs in each project.

Compensated Absences

Accumulated unpaid vacation benefit obligations are accrued when incurred; as such obligations are expected to be paid within the ensuing year.

For governmental funds, the cost of accumulated vacation along with the related payroll taxes expected to be paid with current expendable resources is recorded as a fund liability.

Vacation leave is earned in varying amounts depending on the number of years of service of an employee and is made available on the anniversary date of the employee.

Upon termination, an employee receives payment for the balance of unused vacation leave, which is credited to an employee each month.

Fund Balance Classification

Governmental funds report nonspendable fund balance for amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact. Restricted fund balance is reported when externally imposed constraints are placed on the use of resources by grantors, contributors, or laws or regulations of other governments. Committed fund balance is reported for amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the Commission's Board (the government's highest level of decision-making authority). A formal resolution of the Board is required to establish, modify, or rescind a fund balance commitment. The Commission reports assigned fund balance for amounts that are constrained by the government's intent to be used for specific purposes, but are neither restricted nor committed. The Board has not approved a policy indicating who is authorized to make fund balance assignments, as a result, this authority is retained with the Board. Unassigned fund balance is the residual classification for the General Fund.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

2. BUDGETARY INFORMATION

A comparison to budget is presented for the General Fund as required by generally accepted accounting principles. The budget for the General Fund is adopted on a basis consistent with generally accepted accounting principles ("GAAP"). General Fund expenditures are budgeted at the activity level.

Adoption and amendments of budgets used by the Commission are governed by Public Act 621. Any amendment of the original budget must meet the requirements of Public Act 621.

For the year ended September 30, 2022, the Commission's expenditures were in excess of the amounts appropriated, as follows:

	Final Budget	Actual	Over Budget
General Fund			
Telephone	$ 9,250	$ 9,253	$ 3
Facilities	2,050	11,658	9,608
Advertising	6,100	6,598	498
Consultant fee/contractual services	427,575	446,004	18,429

3. CASH AND INVESTMENTS

The following summarizes the categorization of cash and investments as of September 30, 2022:

Statement of Net Position		
Cash and cash equivalents		$ 536,001
Investments		271,288
Total		$ 807,289
Deposits and investments		
Bank deposits:		
Checking and savings accounts		$ 535,851
Investments:		
Money market funds	$ 3,880	
Equity funds	35,207	
Fixed income	131,426	
Michigan CLASS pool	100,775	
Total investments		271,288
Cash on hand		150
Total		$ 807,289

Interest Rate Risk. State law limits the allowable investments and the maturities of some of the allowable investments as identified in Note 1 the summary of significant accounting policies. The Commission's investment policy does not have specific limits in excess of state law on investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. None of the investments listed above have specific maturity dates.

Credit Risk. State law limits investments to specific government securities, certificates of deposits and bank accounts with qualified financial institutions, commercial paper with specific maximum maturities and ratings when purchased, bankers acceptances of specific financial institutions, qualified mutual funds and qualified external investments. Commercial paper must be rated within the two highest classifications established by not less than two standard rating services. The Commission's investment policy does not have specific limits in excess of state law on investment credit risk. As of September 30, 2022, the Commission's investment ratings are disclosed below:

	Fair Value	Standard & Poor's Rating
Money market funds	$ 3,880	N/A
Equity funds	35,207	N/A
Fixed income	78,204	AAA
Fixed income	1,564	AA
Fixed income	5,231	A
Fixed income	8,497	BAA
Fixed income	18,827	BBB
Fixed income	6,514	BB
Fixed income	7,416	B
Fixed income	1,268	B-
Fixed income	3,905	N/A
Michigan CLASS pool	100,775	N/A
Total	$ 271,288	

Concentration of Credit Risk. State law limits allowable investments but does not limit concentration of credit risk as identified in Note 1 the summary of significant accounting policies. The Commission's investment policy does not have specific limits in excess of state law on concentration of credit. All investments held at year-end are reported above.

Custodial Credit Risk - Deposits. Custodial credit risk is the risk that, in the event of a bank failure, the Commission's deposits might not be returned. As of September 30, 2022, $144,899 of the Commission's bank balance of $577,864 was exposed to custodial credit risk because it was uninsured and uncollateralized.

Custodial Credit Risk – Investments. For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the Commission will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. State law does not require and the Commission does not have a policy for investment custodial credit risk. On the investments listed above, there is no custodial credit risk, as these investments are uncategorized as to credit risk.

Fair Value Measurement. The Authority categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; and Level 3 inputs are significant unobservable inputs.

The Authority has the following recurring fair value measurements as of September 30, 2022:

	Level 1	Level 2	Level 3	Total
Equity funds	$ 35,207	$ -	$ -	$ 35,207
Fixed income	-	131,426	-	131,426
Total investments by fair value level	$ 35,207	$ 131,426	$ -	166,633
Investments carried at net asset value:				
Michigan CLASS pool				100,775
Money market funds				3,880
Total investments				$ 271,288

Securities traded on a national or international exchange are valued at the last reported sales price at current exchange rates. After the initial offering period, fixed income securities are valued based on active trade data for comparable investments. Equity funds are valued by fund managers based on the fair value of the underlying securities.

The Commission holds shares in the Michigan CLASS government investment pool whereby the fair value of the investment is measured on a recurring basis using net asset value per share (or its equivalent) of the investment pool as a practical expedient.

At year end, the net asset value of the Authority's investment in the Michigan CLASS government investment pool was $100,775. The investment pool had no unfunded commitments, specific redemption frequency or redemption notice period required. The Michigan CLASS government investment pool invests in U.S. treasury obligations, federal agency obligations of the U.S. government, high-grade commercial paper (rated ‘A-1’ or better) collateralized bank deposits, repurchase agreements (collateralized at 102% by Treasuries and agencies), and approved money-market funds. The program seeks to provide safety, liquidity, convenience, and competitive rates of return, and is designed to meet the needs of Michigan public sector investors. It purchases securities that are legally permissible under state statutes and are available for investment by Michigan counties, cities, townships, school districts, authorities and other public agencies.

Notes to Financial Statements

4. CAPITAL ASSETS

Capital asset activity for the Commission for the year ended September 30, 2022, was as follows:

	Beginning Balance	Additions	Disposals	Transfers	Ending Balance
Capital assets, being depreciated:					
Furniture and equipment	$ 196,220	$ -	$ -	$ -	$ 196,220
Right to use asset (building)	-	346,567	-	-	346,567
	196,220	346,567	-	-	542,787
Less accumulated depreciation/ amortization for:					
Furniture and equipment	(190,764)	(704)	-	-	(191,468)
Right to use asset (building)	-	(49,591)	-	-	(49,591)
	(190,764)	(50,295)	-	-	(241,059)
Capital assets, net	$ 5,456	$ 296,272	$ -	$ -	$ 301,728

5. COMPENSATED ABSENCES

The following is a summary of changes in compensated absences (including current portion) of the Commission for the year ended September 30, 2022:

	Beginning Balance	Additions	Deletions	Ending Balance	Due Within One Year
Compensated absences	$ 46,851	$ 135,723	$ (139,889)	$ 42,685	$ 42,685

Notes to Financial Statements

6. RETIREMENT PLAN

The Commission provides pension benefits for all non-temporary employees through a defined contribution plan, which was established by the Board of Commissioners and may be amended from time to time by the Board. This plan is administered by the Michigan Municipal Employees Retirement System. In a defined contribution plan, benefits depend solely on amounts contributed to the plan plus investment earnings. The Commission's contributions are vested at a graded rate based on year of service.

Years of Service	Vesting Percentage
1	0%
2	20%
3	40%
4	60%
5	80%
6	100%

The employer is required to contribute 9% of all covered payroll, which was $71,327 in the current year. The employer met the required contribution in the plan for the year. Covered payroll was $784,106, and total payroll was $806,159 during the fiscal year.

7. CONTINGENT LIABILITIES

Under the terms of various federal and state grants, periodic compliance audits are required, and certain costs may be questioned, allowed, or disallowed, which could result in funds being returned and/or received from grantor agencies.

8. ECONOMIC DEPENDENCY

The Commission receives substantially all of its support from federal, state, and local governments. A significant reduction in the level of this support, if this were to occur, could have an effect on the Commission's activities.

Notes to Financial Statements

9. LEASES

Lessee - The Commission is involved in an agreement as a lessee that qualifies as a long-term lease agreement. Below is a summary of the nature of this agreement. This agreement qualifies as an intangible, right-to-use asset and not a financed purchase, as the Commission will not own the asset at the end of the contract term and the noncancelable term of the agreement surpasses one year.

	Remaining Term of Agreement
Asset Type	
Building	6 years

The asset acquired through a lease in governmental activities is summarized as follows:

Building	$	346,567
Less accumulated amortization		(49,591)
Net book value	$	296,976

Lease liability activity for the year ended June 30, 2022, was as follows:

	Beginning Balance	Additions	Deductions	Ending Balance	Due Within One Year
Lease payable	$ -	$ 346,567	$ (49,591)	$ 296,976	$ 45,401

Year Ended September 30,		Principal
2023	$	45,401
2024		45,401
2025		46,324
2026		46,786
2027		46,786
2028-2029		66,278
Total	$	296,976

Notes to Financial Statements

10. RISK MANAGEMENT

The Commission participates in the Michigan Township Participating Plan (the "Plan"), with other municipalities for property, liability, auto, crime, public official wrongful acts, boiler and machinery, inland marina, and EDP losses. The Plan is organized under Public Act 138 of 1982, as amended. The Plan, while it operates under the Michigan Legislation of Public Act 138, does not operate as a risk pool due to the transfer of risk to U.S. Specialty Insurance Company (“USSIC”) backing the Michigan Township Participating Plan under a master policy. Due to the Master Policy purchase, there is no pooling of risk between members, but is instead considered commercial insurance. Settled claims relating to this insurance have not exceeded the amount of insurance coverage in any of the past three years.

The Commission carries commercial insurance for the risk of loss due to workers’ compensation claims. Settled claims relating to commercial insurance have not exceeded the amount of insurance coverage in any of the past three fiscal years.

11. CORONAVIRUS (COVID-19)

In March 2020, the World Health Organization declared the novel coronavirus outbreak (COVID-19) to be a global pandemic. While the pandemic has resulted in an increase in the demands on the Commission for providing emergency services to its citizens, the Federal Government has also provided significant resources to help mitigate the impacts of COVID-19. The Commission directly received approximately $74,000 during 2022 from various funding sources to be used to respond to the impacts of the COVID-19 pandemic through the CARES Act and other funding sources. This funding was used to capture data and metrics to understand the extensive economic impacts COVID-19 had on the Tri-County region. This information was used to develop goals, strategies, and actions that mitigate the effects of future economic disruptions, identify and address current vulnerabilities, and support short and long-term recovery efforts.

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OTHER SUPPLEMENTARY INFORMATION

TRI-COUNTY REGIONAL PLANNING COMMISSION

Schedule of Commission Revenues and Expenditures (Unaudited)
For the Year Ended September 30, 2022

		Special Projects				
	Operating	Indirect	Direct	Total	Eliminations	Total
Revenues						
Federal sources	$ -	$ -	$ 1,147,072	$ 1,147,072	$ -	$ 1,147,072
State sources	-	-	103,728	103,728	-	103,728
Local sources	-	-	191,824	191,824	-	191,824
Member allocations	363,334	-	-	-	-	363,334
Investment income (loss)	(28,249)	-	-	-	-	(28,249)
Other	8,775	-	-	-	(704)	8,071
Local match	-	-	271,887	271,887	(271,887)	-
Total revenues	343,860	-	1,714,511	1,714,511	(272,591)	1,785,780
Expenditures						
Direct costs:						
Salaries and wages	59,659	147,478	599,022	746,500	-	806,159
Fringe benefits	29,459	62,593	249,401	311,994	-	341,453
Discretionary fund	3,032	-	-	-	-	3,032
Telephone	-	9,073	180	9,253	-	9,253
Postage	-	300	-	300	-	300
Printing and copying	635	784	2,205	2,989	-	3,624
Office supplies	-	4,839	2,236	7,075	-	7,075
Travel - in region	645	2,971	4,778	7,749	-	8,394
Travel - out region	-	108	3,883	3,991	-	3,991
Training	-	28	214	242	-	242
Commission meeting expenses	3,125	-	-	-	-	3,125
Rent	-	57,670	1,300	58,970	-	58,970
Facilities		11,658	-	11,658	-	11,658
Computer services	-	34,462	1,716	36,178	-	36,178
Computer software	-	16,030	14,167	30,197	-	30,197
Insurance	-	6,893	-	6,893	-	6,893
Bank service charges	1,003	-	-	-	-	1,003
Subscriptions/publications	-	323	-	323	-	323
Advertising	2,882	1,597	2,119	3,716	-	6,598
Depreciation	-	704	-	704	(704)	-
Membership dues	-	2,789	1,237	4,026	-	4,026
Special projects	3,886	-	9,574	9,574	-	13,460
Consultant fee/contractual services	-	500	445,504	446,004	-	446,004
Audit	-	12,350	-	12,350	-	12,350
Pass-through	-	-	35,965	35,965	-	35,965
Transfer for match	271,887	-	-	-	(271,887)	-
Indirect costs	32,140	(373,150)	341,010	(32,140)	-	-
Total expenditures	408,353	-	1,714,511	1,714,511	(272,591)	1,850,273
Revenues under expenditures	$ (64,493)	$ -	$ -	$ -	$ -	$ (64,493)

Combining Schedule of Project Revenues and Expenditures (Unaudited)
For the Year Ended September 30, 2022

	Dewitt Permit Assistance (30110)	Greater Lansing Regional Committee (GRLC) 2021 (30310)	Greater Lansing Regional Committee (GRLC) 2022 (30300)	Groundwater Management Board (GMB) 2022 (30400)
Revenues				
Federal sources	$ -	$ -	$ -	$ -
State sources	-	-	-	-
Local sources	1,063	20,976	68,715	99,260
Local match	-	-	-	-
Total revenues	1,063	20,976	68,715	99,260
Expenditures				
Direct costs:				
Salaries and wages	519	8,414	31,887	47,195
Fringe benefits	220	3,571	13,535	20,030
Telephone	-	-	-	-
Printing and copying	-	-	146	673
Office supplies	-	-	-	-
Travel - in region	28	66	836	278
Travel - out region	-	-	-	1,092
Training	-	-	-	-
Rent	-	-	-	-
Computer services	-	-	117	-
Computer software	-	249	-	500
Advertising	-	-	242	-
Membership dues	-	-	-	548
Special projects	-	3,924	3,879	1,771
Consultant fee/contractual services	-	-	-	-
Pass-through	-	-	-	-
Indirect costs	296	4,752	18,073	27,173
Total expenditures	1,063	20,976	68,715	99,260
Revenues over expenditures	$ -	$ -	$ -	$ -

Mid-Michigan Water Authority 2022 (30700)	EDA Cares Grant (31600)	EDA Planning Grant 2022 (31400)	EDA Planning Grant 2025 (31500)	FHWA PL Funds (32100)
$ -	$ 74,255	$ 79,101	$ 4,794	$ 658,091
-	-	-	-	-
1,810	-	-	-	-
-	-	79,101	4,794	145,930
1,810	74,255	158,202	9,588	804,021
910	21,768	18,743	5,540	395,103
386	9,239	8,129	2,177	163,285
-	-	-	-	174
-	-	30	-	1,331
-	-	2,200	-	34
9	15	136	6	1,965
-	-	-	-	2,116
-	-	214	-	-
-	-	-	-	1,300
-	-	-	-	1,420
-	-	-	-	10,976
-	-	-	-	1,529
-	-	-	-	689
-	-	-	-	-
-	31,245	116,250	-	-
-	-	-	-	-
505	11,988	12,500	1,865	224,099
1,810	74,255	158,202	9,588	804,021
$ -	$ -	$ -	$ -	$ -

continued...

TRI-COUNTY REGIONAL PLANNING COMMISSION

Combining Schedule of Project Revenues and Expenditures (Unaudited)
For the Year Ended September 30, 2022

	MDOT Grant: Asset Management 2021 (32300)	Regional Transportation Contract (32400)	Surface Transportation Program Grant 2020 (32800)	Surface Transportation Program Grant 2021 (32900)
Revenues				
Federal sources	$ -	$ -	$ 47,965	$ 34,560
State sources	25,597	40,100	-	-
Local sources	-	-	-	-
Local match	-	-	10,636	8,640
Total revenues	25,597	40,100	58,601	43,200
Expenditures				
Direct costs:				
Salaries and wages	11,273	20,305	27,146	-
Fringe benefits	4,785	8,618	11,089	-
Telephone	-	-	6	-
Printing and copying	-	-	25	-
Office supplies	-	-	2	-
Travel - in region	312	-	1,030	-
Travel - out region	675	-	-	-
Training	-	-	-	-
Rent	-	-	-	-
Computer services	-	-	179	-
Computer software	-	-	2,442	-
Advertising	-	-	348	-
Membership dues	-	-	-	-
Special projects	-	-	-	-
Consultant fee/contractual services	-	-	-	43,200
Pass-through	1,965	-	-	-
Indirect costs	6,587	11,177	16,334	-
Total expenditures	25,597	40,100	58,601	43,200
Revenues over expenditures	$ -	$ -	$ -	$ -

Surface Transportation Program Grant 2022 (33100)	Michigan Avenue Corridor Study (33200)	MDOT Grant: Asset Management - Clinton County (33500)	Statewide Planning and Research (34000)	Total
$ 18,543	$ 213,614	$ -	$ 16,149	$ 1,147,072
-	-	34,000	4,031	103,728
-	-	-	-	191,824
4,636	18,150	-	-	271,887
23,179	231,764	34,000	20,180	1,714,511
-	-	-	10,219	599,022
-	-	-	4,337	249,401
-	-	-	-	180
-	-	-	-	2,205
-	-	-	-	2,236
-	97	-	-	4,778
-	-	-	-	3,883
-	-	-	-	214
-	-	-	-	1,300
-	-	-	-	1,716
-	-	-	-	14,167
-	-	-	-	2,119
-	-	-	-	1,237
-	-	-	-	9,574
23,179	231,630	-	-	445,504
-	-	34,000	-	35,965
-	37	-	5,624	341,010
23,179	231,764	34,000	20,180	1,714,511
$ -	$ -	$ -	$ -	$ -

concluded.

Schedule of Project Revenues and Expenditures (Unaudited)
Dewitt Township Permit Assistance
Project period October 1, 2021 to September 30, 2022

Dewitt Township - Cash (30110)

Revenues		
Local:		
Accounts receivable	$	1,063
Expenditures		
Direct:		
Salaries	$	519
Fringe benefits		220
Travel - in region		28
Indirect costs		296
Total expenditures	$	1,063

TRI-COUNTY REGIONAL PLANNING COMMISSION

Schedule of Project Revenues and Expenditures (Unaudited)
Greater Lansing Regional Committee (GLRC) 2021
Project Period January 1, 2021 to December 31, 2021

Various Municipalities - Cash (30310)

	January 1, 2021 through September 30, 2021	October 1, 2021 through December 31, 2021	January 1, 2021 through December 31, 2021
Revenues			
Local:			
Cash received	$ 100,600	$ 4,365	$ 104,965
Unearned revenue - prior year	-	16,611	16,611
Unearned revenue - current year	(16,611)	-	(16,611)
Total revenues	$ 83,989	$ 20,976	$ 104,965
Expenditures			
Direct:			
Salaries	$ 39,051	$ 8,414	$ 47,465
Fringe benefits	14,768	3,571	18,339
Travel - in region	-	66	66
Computer software	190	249	439
Membership dues	569	-	569
Special projects	7,960	3,924	11,884
Indirect costs	21,451	4,752	26,203
Total expenditures	$ 83,989	$ 20,976	$ 104,965

TRI-COUNTY REGIONAL PLANNING COMMISSION

Schedule of Project Revenues and Expenditures (Unaudited)
Greater Lansing Regional Committee (GLRC) 2022
Project Period January 1, 2022 to December 31, 2022

Various Municipalities - Cash (30300)

	January 1, 2022 through September 30, 2022
Revenues	
Local:	
Cash received	$ 100,600
Unearned revenue - current year	(31,885)
Total revenues	$ 68,715
Expenditures	
Direct:	
Salaries	$ 31,887
Fringe benefits	13,535
Printing and copying	146
Travel - in region	836
Computer services	117
Advertising	242
Special projects	3,879
Indirect costs	18,073
Total expenditures	$ 68,715

TRI-COUNTY REGIONAL PLANNING COMMISSION

Schedule of Project Revenues and Expenditures (Unaudited)
Groundwater Management Board (GMB) 2022
Project Period October 1, 2021 to September 30, 2022

Various Municipalities - Cash (30400)

Revenues		
Local:		
Cash received	$	96,300
Unearned revenue - prior year		170,761
Unearned revenue - current year		(167,801)
Total revenues	$	99,260
Expenditures		
Direct:		
Salaries	$	47,195
Fringe benefits		20,030
Printing and copying		673
Travel - in region		278
Travel - out region		1,092
Computer software		500
Membership dues		548
Special projects		1,771
Indirect costs		27,173
Total expenditures	$	99,260

TRI-COUNTY REGIONAL PLANNING COMMISSION

Schedule of Project Revenues and Expenditures (Unaudited)
Regional Prosperity Grant 2018
Project Period March 1, 2017 to September 30, 2023

	March 1, 2017 through September 30, 2021	October 1, 2021 through September 30, 2022	March 1, 2017 through September 30, 2022
Revenues			
State of Michigan:			
Cash received	$ 180,897	$ -	$ 180,897
Unearned revenue - current year	(95,873)	-	(95,873)
Total revenues	$ 85,024	$ -	$ 85,024
Expenditures			
Direct:			
Pass-through	$ 85,024	$ -	$ 85,024

TRI-COUNTY REGIONAL PLANNING COMMISSION

Schedule of Project Revenues and Expenditures (Unaudited)

Regional Prosperity Grant 2019

Project Period March 1, 2019 to September 30, 2023

		March 1, 2019 through September 30, 2021		October 1, 2021 through September 30, 2022		March 1, 2019 through September 30, 2022
Revenues						
State of Michigan:						
Cash received	$	306,810	$	-	$	306,810
Unearned revenue - current year		(119,999)		-		(119,999)
Total revenues	$	186,811	$	-	$	186,811
Expenditures						
Direct:						
Salaries	$	960	$	-	$	960
Fringe benefits		368		-		368
Travel - in region		22		-		22
Pass-through		184,932		-		184,932
Indirect costs		530		-		530
Total expenditures	$	186,812	$	-	$	186,812

TRI-COUNTY REGIONAL PLANNING COMMISSION

Schedule of Project Revenues and Expenditures (Unaudited)

Mid-Michigan Water Authority 2021
Project period January 1, 2021 through December 31, 2021

Various Municipalities - Cash (30800)

	January 1, 2021 through September 30, 2021	October 1, 2021 through December 31, 2021	January 1, 2021 through December 31, 2021
Revenues			
Local:			
Cash	$ -	$ 1,528	$ 1,528
Accounts receivable	1,528	(1,528)	-
Total revenues	$ 1,528	$ -	$ 1,528
Expenditures			
Direct:			
Salaries	$ 796	$ -	$ 796
Fringe benefits	301	-	301
Travel - in region	7	-	7
Indirect costs	424	-	424
Total expenditures	$ 1,528	$ -	$ 1,528

TRI-COUNTY REGIONAL PLANNING COMMISSION

Schedule of Project Revenues and Expenditures (Unaudited)
Mid-Michigan Water Authority 2022
Project period January 1, 2022 through September 30, 2022

Various Municipalities - Cash (30700)

Revenues		
Local:		
Accounts receivable	$	1,810
Expenditures		
Direct:		
Salaries	$	910
Fringe benefits		386
Travel - in region		9
Indirect costs		505
Total expenditures	$	1,810

TRI-COUNTY REGIONAL PLANNING COMMISSION

Schedule of Project Revenues and Expenditures (Unaudited)
EDA Cares Grant
Project period July 1, 2020 through March 31, 2023

EDA Grant No. 06-83-05565 (31600)
EDA - $400,000 Cash

	July 1, 2020 through September 30, 2021	October 1, 2021 through September 30, 2022	July 1, 2020 through September 30, 2022
Revenues			
Federal grant:			
Cash received	$ 169,674	$ 79,641	$ 249,315
Unearned revenue - current year	-	(5,386)	(5,386)
Total revenues	$ 169,674	$ 74,255	$ 243,929
Expenditures			
Direct:			
Salaries	$ 32,594	$ 21,768	$ 54,362
Fringe benefits	12,326	9,239	21,565
Travel - in region	165	15	180
Consultant fee/contractual services	87,070	31,245	118,315
Pass-through	19,905	-	19,905
Indirect costs	17,614	11,988	29,602
Total expenditures	$ 169,674	$ 74,255	$ 243,929

TRI-COUNTY REGIONAL PLANNING COMMISSION

Schedule of Project Revenues and Expenditures (Unaudited)
EDA Planning Grant 2022
Project period July 1, 2019 through June 30, 2022

EDA Grant No. ED19CHI3020026 (31400)
EDA - $210,000 Cash
TCRPC - $210,000 Cash

	July 1, 2019 through September 30, 2021	October 1, 2021 through June 30, 2022	July 1, 2019 through June 30, 2022
Revenues			
Federal grant:			
Cash received	$ 107,695	$ 79,101	$ 186,796
Local match	107,695	79,101	186,796
Total revenues	$ 215,390	$ 158,202	$ 373,592
Expenditures			
Direct:			
Salaries	$ 107,619	$ 18,743	$ 126,362
Fringe benefits	39,501	8,129	47,630
Telephone	140	-	140
Printing and copying	175	30	205
Office supplies	218	2,200	2,418
Travel - in region	1,155	136	1,291
Travel - out region	3,710	-	3,710
Training	425	214	639
Computer software	95	-	95
Membership dues	305	-	305
Consultant fee/contractual services	-	116,250	116,250
Indirect costs	62,047	12,500	74,547
Total expenditures	$ 215,390	$ 158,202	$ 373,592

TRI-COUNTY REGIONAL PLANNING COMMISSION

Schedule of Project Revenues and Expenditures (Unaudited)
EDA Planning Grant 2025
Project period July 1, 2022 through June 30, 2025

EDA Grant No. ED22CHI3020036 (31500)
EDA - $210,000 Cash
TCRPC - $210,000 Cash

	July 1, 2022 through September 30, 2022
Revenues	
Federal grant:	
Cash received	$ 17,500
Unearned revenue - current year	(12,706)
Local match	4,794
Total revenues	$ 9,588
Expenditures	
Direct:	
Salaries	$ 5,540
Fringe benefits	2,177
Travel - in region	6
Indirect costs	1,865
Total expenditures	$ 9,588

TRI-COUNTY REGIONAL PLANNING COMMISSION

Schedule of Project Revenues and Expenditures (Unaudited)
FHWA PL Funds
Project period October 1, 2021 through September 30, 2022

FHWA Contract No. PL 2021-0011/Z4 (32100)
FHWA - $684,157 Cash
TCRPC - $151,710 Cash

Revenues	
Federal grant:	
Cash received	$ 494,522
Accounts receivable	163,569
Local match	145,930
Total revenues	$ 804,021
Expenditures	
Direct:	
Salaries	$ 395,103
Fringe benefits	163,285
Telephone	174
Printing and copying	1,331
Office supplies	34
Travel - in region	1,965
Travel - out region	2,116
Rent	1,300
Computer services	1,420
Computer software	10,976
Advertising	1,529
Membership dues	689
Indirect costs	224,099
Total expenditures	$ 804,021

TRI-COUNTY REGIONAL PLANNING COMMISSION

Schedule of Project Revenues and Expenditures (Unaudited)
MDOT Grant: Asset Management 2021
Project period October 1, 2020 through September 30, 2022

MDOT CONTRACT NO. 2018-0022/Z9/R1 (32300)
MDOT - $40,000 Cash

	October 1, 2020 through September 30, 2021	October 1, 2021 through September 30, 2022	October 1, 2020 through September 30, 2022
Revenues			
State of Michigan:			
Cash received	$ 8,337	$ 8,684	$ 17,021
Accounts receivable	-	16,913	16,913
Total revenues	$ 8,337	$ 25,597	$ 33,934
Expenditures			
Direct:			
Salaries	$ 4,220	$ 11,273	$ 15,493
Fringe benefits	1,557	4,785	6,342
Travel - in region	224	312	536
Travel - out region	-	675	675
Pass-through	-	1,965	1,965
Indirect costs	2,336	6,587	8,923
Total expenditures	$ 8,337	$ 25,597	$ 33,934

TRI-COUNTY REGIONAL PLANNING COMMISSION

Schedule of Project Revenues and Expenditures (Unaudited)

Regional Transportation Contract

Project period October 1, 2021 through September 30, 2022

MDOT Contract No. 2021-0022/Z4 (32400)

MDOT - $40,100 Cash

Revenues	
State of Michigan:	
Cash received	$ 32,518
Accounts receivable	7,582
Total revenues	$ 40,100
Expenditures	
Direct:	
Salaries	$ 20,305
Fringe benefits	8,618
Indirect costs	11,177
Total expenditures	$ 40,100

TRI-COUNTY REGIONAL PLANNING COMMISSION

Schedule of Project Revenues and Expenditures (Unaudited)
Surface Transportation Program Grant 2020
Project period October 1, 2019 through September 30, 2022

FHWA CONTRACTS 2018-0011/Z5 (32800)
FHWA - $102,313 Cash
TCRPC - $22,687 Cash

	October 1, 2019 through September 30, 2021	October 1, 2021 through September 30, 2022	October 1, 2019 through September 30, 2022
Revenues			
Federal grant:			
Cash received	$ 54,343	$ 37,838	$ 92,181
Accounts receivable	-	10,127	10,127
Local match	12,051	10,636	22,687
Total revenues	$ 66,394	$ 58,601	$ 124,995
Expenditures			
Direct:			
Salaries	$ 31,468	$ 27,146	$ 58,614
Fringe benefits	11,633	11,089	22,722
Telephone	-	6	6
Printing and copying	-	25	25
Office supplies	-	2	2
Travel - in region	30	1,030	1,060
Computer services	1,580	179	1,759
Computer software	2,542	2,442	4,984
Advertising	155	348	503
Indirect costs	18,986	16,334	35,320
Total expenditures	$ 66,394	$ 58,601	$ 124,995

TRI-COUNTY REGIONAL PLANNING COMMISSION

Schedule of Project Revenues and Expenditures (Unaudited)
Surface Transportation Program Grant 2021
Project period January 25, 2021 through September 30, 2022

FHWA CONTRACTS 2021-0011/Z2 (32900)
FHWA - $113,419 Cash
TCRPC - $28,355 Cash

	January 25, 2021 through September 30, 2021	October 1, 2021 through September 30, 2022	January 25, 2021 through September 30, 2022
Revenues			
Federal grant:			
Cash received	$ 5,634	$ 12,240	$ 17,874
Accounts receivable	-	22,320	22,320
Local match	1,408	8,640	10,048
Total revenues	$ 7,042	$ 43,200	$ 50,242
Expenditures			
Direct:			
Salaries	$ 3,364	$ -	$ 3,364
Fringe benefits	1,253	-	1,253
Computer software	386	-	386
Advertising	99	-	99
Consultant fee/contractual services	-	43,200	43,200
Indirect costs	1,940	-	1,940
Total expenditures	$ 7,042	$ 43,200	$ 50,242

TRI-COUNTY REGIONAL PLANNING COMMISSION

Schedule of Project Revenues and Expenditures (Unaudited)
Surface Transportation Program Grant 2022
Project period October 1, 2021 through September 30, 2022

FHWA CONTRACTS 2021-0011/Z4 (33100)
FHWA - $100,000 Cash
TCRPC - $25,000 Cash

Revenues		
Federal grant:		
Cash received	$	12,149
Accounts receivable		6,394
Local match		4,636
Total revenues	$	23,179
Expenditures		
Direct:		
Consultant fee/contractual services	$	23,179

TRI-COUNTY REGIONAL PLANNING COMMISSION

Schedule of Project Revenues and Expenditures (Unaudited)

Michigan Avenue Corridor Study

Project period October 1, 2021 through September 30, 2023

FHWA CONTRACTS 2021-0011/Z3/R1 (33200)
FHWA - $281,850 Cash
TCRPC - $18,150 Cash

	October 1, 2021 through September 30, 2022
Revenues	
Federal grant:	
Cash received	$ 96,392
Accounts receivable	117,222
Local match	18,150
Total revenues	$ 231,764
Expenditures	
Direct:	
Travel - in region	$ 97
Consultant fee/contractual services	231,630
Indirect costs	37
Total expenditures	$ 231,764

TRI-COUNTY REGIONAL PLANNING COMMISSION

Schedule of Project Revenues and Expenditures (Unaudited)
MDOT Grant: Asset Management - Clinton County
Project period October 1, 2021 through September 30, 2022

MDOT CONTRACT NO. 2021-0022/Z5 (33500)
MDOT - $34,000 Cash

Revenues	
State of Michigan:	
Cash received	$ 34,000
Expenditures	
Direct:	
Pass-through	$ 34,000

Schedule of Project Revenues and Expenditures (Unaudited)

Statewide Planning and Research
Project period October 1, 2021 through September 30, 2022

MDOT Contract No. 2021-0022/Z7 (34000)
MDOT - $4,493 Cash
Federal - $17,971 Cash

Revenues		
Federal grant:		
Cash received	$	12,814
Accounts receivable		3,335
State of Michigan:		
Cash received		3,197
Accounts receivable		834
Total revenues	$	20,180
Expenditures		
Direct:		
Salaries	$	10,219
Fringe benefits		4,337
Indirect costs		5,624
Total expenditures	$	20,180

TRI-COUNTY REGIONAL PLANNING COMMISSION

Analysis of Local Match (Unaudited)
For the Year Ended September 30, 2022

	Commission's Local Match
EDA Planning (31500)	$ 83,895
FHWA PL Funds (32100)	145,930
STP (32800)	23,912
Michigan Ave Corridor Study (33200)	18,150
	$ 271,887

TRI-COUNTY REGIONAL PLANNING COMMISSION

Analysis of Indirect Cost Rate (Unaudited)
For the Year Ended September 30, 2022

	Indirect Base	Indirect Costs
Total expenditures	$ -	$ 2,122,864
Direct expenditures	1,749,714	(1,749,714)
Less:		
Special projects	(9,574)	-
Consultant fee/contractual services	(446,004)	-
Pension contributions - forfeitures	(7,447)	-
Depreciation	(704)	
Pass-through	(35,965)	-
Transfer for match	(271,887)	-
	978,133	373,150
Indirect cost rate (indirect costs as part of indirect base)	38.15%	

TRI-COUNTY REGIONAL PLANNING COMMISSION

Schedule of Fringe Benefits (Unaudited)
For the Year Ended September 30, 2022

Social security and Medicare (FICA) contributions	$ 60,836
Unemployment taxes	4,809
Pension contributions	63,880
Pension contributions - forfeitures	7,447
Health insurance	177,974
Dental insurance	15,116
Group life insurance	7,516
Employee assistance program	342
Workers compensation insurance	2,298
Fringe benefit miscellaneous	1,235
Total fringe benefits	$ 341,453
Salaries and wages	$ 806,159
Fringe benefit rate - all employees	42.36%

LANSING CITY COUNCIL

GRANT INFORMATION FORM

(Required for all grant applications and acceptances)

REFERRAL DATE: May 15, 2023

GRANT NAME: Protecting MI Pension Grant

DEPARTMENT: Finance

CONTACT PERSON (INCLUDE EMAIL AND PHONE): Desiree Kirkland, 517-483-4112

APPLICATION DATE June 15, 2023 AWARD DATE: Upon Approval of State Department of Treasury

GRANT CYCLE: ___N/A________ Check One: ___Annual _X_One-Time

FUND AMOUNT: _Estimated Between 11 and 12 Million Dollars__(Breakdown below should total this amount)

GOODS & SERVICES

PERSONNEL

CONSTRUCTION $0.00

LAND $0.00

OTHER (Training)

CITY MATCH (IF APPLICABLE): $ N/A

GRANT PAYS FOR: Direct funding into ERS Pension.

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

If received, the grant amount would placed entirely into ERS Pension Fund.

By the Committee on Ways and Means
Resolved by the City Council of the City of Lansing

WHEREAS, the City Council of the City of Lansing (the "City") deems it advisable and necessary to improve the funding status of the City of Lansing Employees' Retirement System (the "System"); and

WHEREAS, Section 979a(1) of Public Act 166 of 2022 directs the Michigan department of treasury ("Treasury") to establish a municipal pension principal payment grant program to help underfunded municipal pension systems meeting certain qualifications; and

WHEREAS, pursuant to Article 5 part 1 Section 108(15) & Article 5 part 2 Section 979a(1) of Public Act 166 of 2022, the State of Michigan has earmarked seven hundred and fifty million dollars ($750,000,000.00) for a grant fund to aid the retirement systems of municipalities considered underfunded according to Section 5 of the Protecting Local Government Retirement and Benefits Act, Public Act 202 of 2017, MCL 38.2805; and

WHEREAS, Treasury established such a program under Section 979a of Public Act 166 of 2022, deemed the Protecting MI Pension Grant (any award amount thereunder, the "Grant"); and

WHEREAS, the System's funded ratio report, reported to Treasury dated as of December 31, 2021 shows a funding ratio below 60 percent and the System is considered underfunded according to Section 5 of the Protecting Local Government Retirement and Benefits Act, Public Act 202 of 2017, MCL 38.2805; and

WHEREAS, in order to apply for and receive the Grant, the City Council wishes to authorize the City and the System to make the commitments provided in Section 979a(2)(a)-(f) of Public Act 166 of 2022 and any other commitments required under Section 979a of Public Act 166 of 2022 or by Treasury for the receipt of the Grant; and

WHEREAS, the Mayor of the City is the City's chief administrative officer, as the term is defined in Section 2b of the Uniform Budgeting and Accounting Act, Public Act 2 of 1968, as amended, MCL 141.422b; and

WHEREAS, pursuant to this Resolution, the City by and through the Mayor, or his designee, wishes to authorize the preparation, execution and submission of an application for the Grant, including any necessary supporting documents (collectively, the "Application"), as well as to authorize the preparation of any documentation in order to accept and receive the Grant; and

WHEREAS, it is anticipated that, upon receipt and processing of the Application, Treasury will confirm the Grant in favor of the City and the System.

NOW, THEREFORE, BE IT RESOLVED, the City authorizes the application for and acceptance of the terms of the Grant as stipulated by Treasury, and the City, on behalf of itself and the System.

BE IT FINALLY RESOLVED, the City Council authorizes the Mayor, or his designee, as authorized representatives to negotiate and execute any documents, including an affidavit, on behalf of the City or the System, relating to the Application.

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson, Senior Buyer

DATE: **April 27, 2023**

SUBJECT: Sole Source – Most Dependable Fountains Inc

The Parks & Recreation Department requests that Most Dependable Fountains Inc. be designated as a Sole Source for the procurement of three water fountain replacements at Turner Dodge House Lot 56.

Please see the attached letter from Brett Kaschinske regarding the request.

Based on the attached letter we recommend issuing a sole source purchase order to Most Dependable Fountains Inc , in the amount of $ 15,225.00 for FY23 from account number 1013140.746401 per the request of the Parks & Recreation Department.

Attachment

Date: ________________

Approved______ Denied ______

____
Andy Schor, Mayor

Andy Schor, Mayor

PUBLIC SERVICE DEPARTMENT
7th Floor City Hall
124 West Michigan Avenue
Lansing, Michigan 48933
(517) 483-4455
FAX: (517) 483-6082
www.lansingmi.gov/pubserv

MEMORANDUM

TO: Stephanie Robinson, Senior Buyer, City of Lansing

FROM: Building Maintenance/ Parks and Recreation

DATE: April 26, 2023

SUBJECT: Sole Source Request for Most Dependable Fountains, Inc. - Water fountain Replacements.

The Property Management Division would like to use Most Dependable Fountains INC. as a Sole Source Vendor to purchase drinking fountains for 3 locations, Turner Dodge, Lot 56, and Museum Drive in the amount of $15,225.00. In 2020 the Building Maintenance Department researched and priced out water fountains and parts, to potentially have a standard design and style to use at all our public water fountain locations.
We have already replaced water fountains which have been purchased through MDF.

MDF is the only manufacturer that can produce the specific water fountain, that the Building Maintenance Department has already started to use in replacing any water fountains that need to be replaced. In addition to standard same style fountains, we can get all replacement parts, that can be used on all MDF fountains.

Therefore, it is requested that Most Dependable Fountains INC. at 5705 Commander Dr. Arlington, TN 38002 be selected as our Sole Source supplier for the purchase of water fountains, on this purchase and future purchases.

X Brett Kaschinske

Brett Kaschinske
Director, Parks and Recreation

4/26/23

Workorder.

Quote

MOST DEPENDABLE FOUNTAINS, INC.
5705 Commander Dr. Arlington, TN 38002

Quote QTE67476
Date 2/28/2023
Page 1/1

Quoted by:

(901) 867-0039

Bill To: CITY OF LANSING
621 EAST HAZEL STREET
LANSING MI 48912

Ship To: CITY OF LANSING
CITY OF LANSING
621 EAST HAZEL STREET
LANSING MI 48912

Purchase Order No.	Customer ID		Shipping Method	Payment Terms	Req Ship Date	Master No.
	517-483-4262		FEDEX 85	NET 30	0/0/0000	132,444

Quantity	Item Number	Description	UOM	Discount	Unit Price	Ext. Price
1	10155 SMSS	10155 SMSS BOTTLE FILLER GREEN	EA	$0.00000	$4,575.00000	$4,575.00
1.000	MISC ITEMS	MISC ITEMS BUILD WITH EXTERNAL FLANGE	EA	$0.00000	$0.00000	$0.00

CURRENT PRODUCTION APPROX. 3 WEEKS
QUOTED BY CATHY TUTOR
please email PO to cathy@mostdependable.com
Thank you!

3X

Subtotal	$4,575.00
Freight	$500.00
Tax	$0.00
Total	$5,075.00

ONE YEAR WARRANTY. LABOR NOT INCLUDED
PRICES SUBJECT TO CHANGE WITHOUT NOTICE
CALIFORNIA SALES TAX IS SUBJECT TO CHANGE BASED ON SHIP TO ZIP CODE

$15,225.00

Turner Dodge House
Lot 56
Museum Drive.

MDF MOST DEPENDABLE FOUNTAINS, INC.™

April 13, 2023

Most Dependable Fountains, Inc. is the sole supplier of the MDF outdoor drinking fountains, and parts. Most Dependable Fountains, Inc. has an exclusive design that is not sold elsewhere.

Thank you,

Anita Beachum

Anita Beachum
National Sales Director
Most Dependable Fountains, Inc.

5705 Commander Dr. • Arlington, TN 38002
901-867-0039 • info@mostdependable.com • www.mostdependable.com

CITY OF LANSING

124 W. Michigan Ave
Lansing ,MI 48933
(517) 483-4128

PURCHASE ORDER	
P.O. NUMBER	P088828
DATE	05/03/23
VENDOR I.D.	V030236
DELIVERY DATE	
FOB	
REQUISITION NO	PR017901

OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.

TO:
MOST DEPENDABLE FOUNTAINS
PO BOX 587
5705 COMMANDER DRIVE
ARLINGTON, TN 38002-0587

PHONE# (901) 867-4008 FAX# (901) 867-4008

DELIVER ITEMS TO:

PUBLIC SERVICE PROPERTY MANAGEMENT - HAZ
621 E HAZEL ST
LANSING, MI 48912

SEND INVOICE TO:

PUBLIC SERVICE PROPERTY MANAGEMENT
621 E HAZEL ST
LANSING, MI 48912

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	REPLACE 3 WATER FOUNTAINS TURNER DODGE LOT 56 MUSEUM DRIVE	3	LS	5,075.00	15,225.00
				TAX	0.00
				TOTAL	15,225.00

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

1. Goods other than those specified on this order must not be substituted or prices changed without authorization.
2. If the quantity shipped is short of the purchase order quantity, specify on the packing slip if that quantity is on back order or cancelled.

Federal Tax ID: 38-6004628

AUTHORIZED SIGNATURE Desiree A. Kirkland

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson, Senior Buyer

DATE: March 23, 2023

SUBJECT: Sole Source Purchase – Wonderware QMation

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

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

Department: Public Service Department - WWTP
Vendor: Wonderware - QMation
Item Purchased: Purchase of 4 licenses for software for the SCADA System at WWTP
Dollar Amount: $ 81,355.00

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).

sr

CITY of LANSING

INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson, Senior Buyer

DATE: **March 16, 2023**

SUBJECT: Sole Source – Wonderware Upgrade

The Public Service Department Wastewater Division requests that Wonderware North - Q. Mation be designated as a Sole Source provider of the purchase of Wonderware Licenses for the software for the SCADA System Update.

Please see the attached letter from Bill Brunner, Rory Moss and Andrew Kilpatrick regarding the request.

Based on the attached letter we recommend issuing a sole source purchase order to Wonderware North, (Q-Mation) in the amount of $ 20,390.00 from account 590-933610-973000-20164 per the request of the Public Service Department - WWTP.

Attachment

Date: ________________

Approved______ Denied ______

____

Andy Schor, Mayor

Andy Schor, Mayor

PUBLIC SERVICE DEPARTMENT
Wastewater Division
1625 Sunset Avenue
Lansing, Michigan 48917
(517) 483-4404
FAX: (517) 483-4536
http://publicservice.cityoflansingmi.com/pubwater/

WORKING TOWARD A CLEANER GREENER LANSING

To: Stephanie Robinson, Senior Buyer

From: William H. Brunner, P.E., Plant Engineer

Date: February 23, 2023

Subject: Purchase Recommendation
SCADA Replacement: Wonderware Upgrade, Additional Licenses

I recommend that we add additional Wonderware licenses, the software for the Supervisory Control and Acquisition (SCADA) system, as part of the SCADA Replacement Project. The price from Wonderware North is $20,390. The quote from Wonderware North, and an email from Aveva--owner of the Wonderware software brand--that verifies that Wonderware North is the only sales partner for Wonderware in the United States are attached.

The SCADA system provides real-time monitoring and control of equipment located throughout the wastewater plant and at the 33 pump stations located throughout the City. It also acquires data useful in tracking the health of the equipment, and the state of system. Without SCADA, personnel would have to visit each process, pump station, and piece of equipment to determine if it is functioning, and to what extent, and to operate it. Since its installation, SCADA has allowed the plant to reduce staffing requirements by over a third. Current staffing brings that to less than half. We no longer have the staffing required to run the plant without a SCADA system.

The old computing equipment and the Windows XP operating environment were obsolete, and beginning to fail. The SCADA Replacement Project replaced the obsolete computers and servers with new equipment.

We also upgraded the SCADA software so it could work in the new computing environment. Tetra Tech, the engineer for the SCADA Replacement Project, recommended upgrading Wonderware, the current SCADA software, as the more economical choice. During the project, we added 4 additional SCADA computers. As a result, we need at least 4 more licenses for the system. This 5 pack of licenses will allow the addition of one more computer in the future.

We have verified that Wonderware North is the only sales partner in the United States for Wonderware. I recommend that we proceed with the addition of Wonderware software licenses.

Funds will be drawn from the following account:
$20,390 590-933610-973000-20164 Plant Capital Maintenance

If you have any questions regarding this recommendation, please contact me -4018. Thank you for your assistance.

Approved: R. Keith Moss
R. Keith Moss, Wastewater Division Superintendent

Approved: Andrew Kilpatrick
Andrew Kilpatrick, P.E., Director of Public Service

City of Lansing
ATTN: Bill Brunner
1625 Sunset Ave
Lansing Michigan 48917
UNITED STATES

23 February 2021

REF: Representation of AVEVA Software Licenses & Software Support

The Wonderware software brand became part of AVEVA on March 1, 2018 when AVEVA and Schneider Electric's Industrial Software combined. AVEVA has established specific geographic coverage for the supply model for all AVEVA software, support and certified training. Wonderware North is our sole provider responsible for the north-east portion of the United States as outlined in Page 2. As the exclusive distributor for AVEVA in the stated region, Wonderware North is the only authorized source in lower Michigan to support purchases from the City of Lansing for AVEVA software solutions and support

Please feel free to contact me if you have any questions, or if I can provide any additional information

Sincerely,

Dave Voigt

Dave Voigt
Regional Sales Manager
dave.voigt@aveva.com
Ph: 443-256-8942

aveva.com

Wonderware North Exclusive Territory includes –

- Massachusetts: 01000-02699 & 05500-05599 (Entire State)
- Rhode Island: 02700-02999 (Entire State)
- New Hampshire: 03000-03499 & 03800-03999 (Entire State)
- Vermont: 03500-03799 & 05099-05499 & 05600-05999 (Entire State)
- Maine: 04000-04999 (Entire State)
- Connecticut: 06000-06999 (Entire State)
- New Jersey: 07000-08999 (Entire State)
- New York: 00500-00599 & 10000-14999 (Entire State)
- Pennsylvania: 15000-19699 (Entire State)
- Delaware: 19700-19999 (Entire State)
- Ohio: 43700-44799 & 45700, Toledo: 433xx-436xx, 448xx, 449xx, 458xx
- Illinois: 60000-61999 & 62400-62799
- Indiana:
  - 46000-46999 Northern & Central IN)
  - 47003 (Union Co.)
  - 47010, 47012, 47016, 47024, 47030, 47035, 47036 (Franklin Co.)
  - 47006, 47017, 47021, 47023, 47031, 47033, 47034, 47037, 47039, 47041, 47042 (Ripley Co.)
  - 47116, 47118, 47123, 47137, 47140, 47145, 47174, 47175 (Crawford Co.)
  - 47108, 47120, 47125, 47139, 47165, 47167 (Washington Co.)
  - 47223, 47227, 47245, 47265, 47270, 47273, 47282 (Jennings Co.)
  - 47225, 47240, 47261, 47263, 47272, 47283 (Decatur Co.)
  - 47201, 47202, 47203, 47226, 47232, 47236, 47244, 47246, 47247, 47280 (Bartholomew Co.)
  - 47220, 47228, 47229, 47235, 47249, 47260, 47264, 47274, 47281 (Jackson Co.)
  - 47234 (Shelby Co.)
  - 47300-47999 (Southwestern IN)
- Iowa: 52600-52899 (Central & Southeastern IA only)
- Michigan (Lower Michigan): 480xx-49779, 49782, 49786, 49787, 49789, 48791, 49792, 49794-49799

AVEVA

DATE: **January 26, 2023**

TO:	**Lynley Champion**	**Tetra Tech**
FROM:	**Trevor Dudek / Gene Szafranski**	**Wonderware North**
REF:	**2020 InTouch HMI 60k Tag – SID: 23183**	

Lynley,

Here is a proposal based on your needs:

Part Number	Product Description	Qty.	Price each	Extended Price
2020 InTouch HMI 60k Tag				
InTch-12-N-20 / CF-STANDRD-N-WW	AVEVA InTouch HMI 2020 Wrkst 60K Tag no I/O, 5 Pack • Includes required one (1) Year of Standard Level AVEVA Customer FIRST Support	1	$20,390	$20,390

Simply call or e-mail me should you have any questions.

Best Regards,

Trevor Dudek
Wonderware North
C: (425) 530 - 7484
tdudek@WonderwareNorth.com

Ordering Information	**Terms & Conditions**
E-mail, call, or fax your Purchase Order to: Wonderware North (Q-mation) 425 Caredean Drive Horsham, PA 19044 Email Sales@WonderwareNorth.com Fax (215) 675-9712 Phone (877) 900-4996	1. Quotation is valid for 30 days from date of issue. 2. Quotation does not include any taxes. Tax exemption number must be on file or applicable taxes will be added. 3. Payment terms are Net 30 Days 4. Software delivery is 1 – 2 weeks ARO 5. Hardware Delivery is 1 – 2 weeks ARO 6. Transportation is prepaid and added 7. FOB is Wonderware North | Horsham, PA

CITY OF LANSING
124 W. Michigan Ave
Lansing ,MI 48933
(517) 483-4128

PURCHASE ORDER	
P.O. NUMBER	P088696
DATE	03/22/23
VENDOR I.D.	V050346
DELIVERY DATE	
FOB	
REQUISITION NO	PR017740

OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.

TO:
Q-MATION INC
425 CAREDEAN DR
HORSHAM, PA 19044

PHONE# FAX#

DELIVER ITEMS TO:
PUBLIC SERVICE WASTEWATER TREATMENT PLAN
1625 SUNSET AVE
LANSING, MI 48917

SEND INVOICE TO:
PUBLIC SERVICE WASTEWATER TREATMENT
1625 SUNSET AVE
LANSING, MI 48917

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	AVEVA INTOUCH HMI 2020 WRKST 60K TAG NO I/O, 5 PACK. PART # INTCH-12-N-20 / CF-STANDRD-N-WW	20,390	EA	1.00	20,390.00
				TAX	0.00
				TOTAL	20,390.00

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

1. Goods other than those specified on this order must not be substituted or prices changed without authorization.
2. If the quantity shipped is short of the purchase order quantity, specify on the packing slip if that quantitv is on back order or cancelled.

Federal Tax ID: 38-6004628

AUTHORIZED SIGNATURE

CITY of LANSING

INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson, Senior Buyer

DATE: May 1, 2023

SUBJECT: Sole Source Purchase – Michael Latas & Associates for Placement Fee

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 Planning & Development
Vendor: Michael Latas & Associates
Item Purchased: Placement Fee for EDP Chief Building Inspector
Dollar Amount: $ 21,088.81

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).

sr

CITY OF LANSING

124 W. Michigan Ave
Lansing ,MI 48933
(517) 483-4128

PURCHASE ORDER	
P.O. NUMBER	P088766
DATE	04/11/23
VENDOR I.D.	V038140
DELIVERY DATE	
FOB	
REQUISITION NO	PR017823

OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.

TO:
ATLANTIC ALCHEMY CO LLC
48611 DEQUINDRE
ROCHESTER, MI 48307

PHONE# (307) 365-6620 FAX#

DELIVER ITEMS TO:

EDP - DEVELOPMENT OFFICE
316 N CAPITOL AVE STE D-1
LANSING, MI 48933-1200

SEND INVOICE TO:

EDP - DEVELOPMENT OFFICE
316 N CAPITOL AVE STE D-1
LANSING, MI 48933-1200

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	PLACEMENT FEE LESS PREVIOUSLY PAID RETAINER- CHIEF BUILDING INSPECTOR	21,088.	EA	1.00	21,088.81
				TAX	0.00
				TOTAL	21,088.81

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

1. Goods other than those specified on this order must not be substituted or prices changed without authorization.
2. If the quantity shipped is short of the purchase order quantity, specify on the packing slip if that quantity is on back order or cancelled.

Federal Tax ID: 38-6004628

AUTHORIZED SIGNATURE Desiree A. Kirkland

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Atlantic Alchemy Co. LLC DBA Michael Latas & Associates

2 Business name/disregarded entity name, if different from above
Michael Latas & Associates

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

- ☐ Individual/sole proprietor or single-member LLC
- ☐ C Corporation
- ☐ S Corporation
- ☐ Partnership
- ☐ Trust/estate
- ☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ C

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

- ☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) ______

Exemption from FATCA reporting code (if any) ______

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
48611 Dequindre

6 City, state, and ZIP code
Rochester Hills, MI 48307

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

[redacted]

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** **Date ▶** 5/18/22

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Andy Schor, Mayor

FINANCE DEPARTMENT
124 W Michigan Ave., 8th Floor
Lansing, Michigan 48933
517.483.4500

To: Andy Schor, Mayor

From: Desiree A. Kirkland

Date: April 17, 2023

Subject: Sole Source Procurement 206.05(c)(3): Special Services Or Facilities Are Required–Maner Costerisan

---

Please let this memo serve as justification for obtaining a sole source contract with Maner Costerisan for the period beginning on the "Contract Effective Date" of April 17, 2023, and ending on June 30, 2023. The cost of this agreement is $19,200.

The State of Michigan's Uniform Chart of Accounts has been updated and requires that local units of government follow and comply with these changes. These changes affect the accounting and auditing responsibilities of the unites and provides instruction on the appropriate methods and procedures to be used when filing statutorily mandated financial reports.

The scope of accounting and consulting services that can be provided to the City are outlined in their contract. While this listing includes the full range of services available from Maner Costerisan, the specific services anticipated to be provided at the current time are separated from those other services that are available upon request. We need to begin preparations now so that we can ensure compliance by the June 2023 filing date.

Maner Costerisan has specialized knowledge and expertise regarding the City's payroll and finance system, based on their history in assisting the City through numerous audits and projects.

I respectfully request that you grant approval for this sole source contract. Please contact me if you have any questions.

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson, Senior Buyer

DATE: May 8, 2023

SUBJECT: Sole Source Purchase –Maner Costerisan

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: Finance Department
Vendor: Maner Costerisan
Item Purchased: Special Services for Assistance in creating a Uniform Chart of Accounts as required by the State of Michigan
Dollar Amount: $ 19,200.00

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).

sr

Maner Costerisan

2425 E. Grand River Ave.,
Suite 1, Lansing, MI 48912
517.323.7500
517.323.6346

April 17, 2023

City of Lansing
Lansing, Michigan

Maner Costerisan is pleased that the City of Lansing (the City) has expressed interest in our firm and our municipal government expertise. We are submitting the following proposed engagement letter for consideration.

We are prepared to provide a full range of accounting and consulting services to the City of Lansing. The purpose of this engagement letter is to identify the scope of available accounting and consulting services, the specific services anticipated at this time, and confirm the terms of our engagement.

Scope of Services

The scope of accounting and consulting services that can be provided to the City are outlined below. While this listing includes the full range of services available from Maner Costerisan, the specific services anticipated to be provided at the current time are separated below from those other services that are available upon request.

<u>We understand that our duties will potentially help ensure the completion of the following items</u>:

- Provide assistance in relation to the City's work with their general ledger vendor in the modification of the City's chart of accounts to get the chart of accounts in compliance with the State of Michigan Uniform Chart of Accounts.

- Provide financial consulting services upon request, as long as it does not hinder our independence to continue to conduct the City's annual audit.

City Responsibilities

The City is, and will continue to be, solely responsible for establishing and maintaining an effective accounting and internal control system, including, without limitation, systems designed to assure compliance with policies, procedures, and applicable laws and regulations.

City management will be responsible for establishing the scope of the accounting and consulting services and the resources allocated to the work; such responsibility includes determining the nature, scope, and extent of the accounting and consulting services to be performed by Maner Costerisan, providing overall direction and oversight for each service, reviewing, approving, and accepting the results of the work.

You retain responsibility for performing management functions and making management decisions, including but not limited to, the adequacy of the City's policies and procedures. Accordingly, we will routinely submit to you journal entries, listings of transactions or other entries or changes or a summary of these for your approval. You should review these items and contact us regarding any questions or changes that you wish to be made. Further, you are responsible for designating a qualified management-level individual to be responsible and accountable for overseeing these services.

As indicated above, management is responsible for supplying us with all necessary information and for allowing us access to personnel to assist in performing our services. A list of information and assistance that management will need to provide will be supplied by us. Your failure to provide this information in a timely manner may impair our ability to provide service and may result in increased fees.

The City agrees that any final reports issued by Maner Costerisan in the conduct of our services engagement are intended solely for the information and use of City staff, management, and the governing body. Any such reports may include wording that describes the limitations on their distribution.

Maner Costerisan Responsibilities

Maner Costerisan is responsible for providing the services requested from those anticipated or available, as defined in the Scope of Services section of this letter. Such services will be performed in accordance with the applicable accounting and consulting professional standards of the American Institute of CPAs (AICPA).

Maner Costerisan will be responsible for reporting or otherwise communicating to City management and/or the City Council any findings or recommendations, it determines necessary, resulting from the accounting and consulting services provided.

Additional Terms and Responsibilities

Our engagement cannot be relied upon to disclose errors, fraud, or illegal acts. However, we will inform the appropriate level of management of any material errors and of any evidence or information that comes to our attention during the performance of our procedures, indicating that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention during the performance of our procedures regarding illegal acts that may have occurred.

You are responsible for the safeguarding of assets, for the proper recording of transactions in the general ledger, for the substantial accuracy of the financial records, and the full and accurate disclosure to us of all relevant facts affecting the engagement. You also have the final responsibility for any filings we do on your behalf and, therefore, the appropriate officials should review them carefully before an authorized officer signs and submits.

If, during our work, we discover information that affects prior-year information, we will make you aware of the facts. However, we cannot be responsible for identifying all items that may affect prior-year information. If you become aware of such information during the year, please contact us to discuss the best resolution of the issue. We will be happy to assist in adjusting information and/or filings as part of this engagement.

We value each and every one of our clients as well as each and every one of our employees. We have spent a great deal of time and resources to locate, train, and retain our employees. We respectfully request that you do not solicit our employees to work for you. If you do hire one of our employees within 2 years of when they last worked for Maner Costerisan, we will be due a finder's fee equal to 50% of the annual salary they were earning as of their last day of employment. Payment will be due within 10 days of your receipt of our invoice.

Considering our current relationship as an independent member of the BDO Alliance USA, the firm may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by a such third-party service provider.

In connection with this engagement, we may communicate with you or others via e-mail transmission. As e-mails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that e-mails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure or communication or e-mail transmissions, or for the unauthorized use or failed delivery of e-mails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of sales or anticipated profits, or disclosure or communication of confidential or proprietary information.

Because there are inherent difficulties in recalling or preserving information as the period after an engagement increases, you agree that, notwithstanding the statute of limitations of the State of Michigan, any claim based on this engagement must be commenced within 12 months after performance of our service, unless you have previously provided us with a written notice of a specific defect in our services that forms the basis of the claim.

You agree that our maximum liability to you for any negligent errors or omissions committed by us in the performance of the engagement will be limited to the amount of our fees for this engagement, except to the extent determined to result from our gross negligence or willful misconduct.

If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules. If the parties are unable to resolve the dispute through mediation within 60 days from the date notice is first given from one party to the other as to the existence of a dispute and the demand to mediate, then they may proceed to resolve the matter by arbitration if this agreement provides that the particular dispute is subject to arbitration, or by whatever other lawful means are available to them if this agreement does not provide for arbitration of the particular dispute. Costs of any mediation proceeding shall be shared equally by all parties.

The City of Lansing and Maner Costerisan both agree that any dispute over fees charged by Maner Costerisan to the client will be submitted for resolution by arbitration in accordance with the rules of the American Arbitration Association. Such arbitration shall be binding and final. The arbitration shall take place at Lansing, Michigan. Any hearing shall be before one arbitrator in accordance with Rule 17 of the Commercial Arbitration Rules of the American Arbitration Association (the Rules). Any award rendered by the Arbitrator pursuant to this Agreement may be filed and entered and shall be enforceable in the appropriate court of the County in which arbitration proceeds. In agreeing to arbitration, we both acknowledge that, in the event of a dispute over fees, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution. The prevailing party shall be entitled to an award of reasonable attorney's fees and costs incurred in connection with the arbitration of the dispute in an amount to be determined by the arbitrator.

Fees and Costs

Fees and out-of-pocket expenses for this engagement will be billed as the work progresses and payable upon receipt of our invoices. Out-of-pocket expenses include such costs incurred by our firm in providing the services including travel, telecommunications, printing, document reproduction, and the like. Our fees for these services will be billed at our standard hourly rates, for the individual performing such services based on the actual number of hours of work, including travel time, performed by that individual.

Associate	$ 190
Manager	240
Senior Manager	260
Principal	385

We do not bill for phone calls and questions regarding minimal research (less than one half hour). Brief phone conversations during the year are encouraged at no additional cost. Our rates increase annually on an incremental basis.

Our services will require a mixed time from various levels of staffing. We will work as efficiently and effectively as possible to maintain reasonable costs. We will bill the City any costs based on the hours and rates of the team members involved until our services are no longer needed. Our ability to keep costs down is predicated on City of Lansing staff cooperation and providing necessary information on a timely basis. If the City would like additional assistance over the noted elements those hours will be billed at the rates noted after approval is given.

The above rates were utilized in the estimation of the following project and estimated costs. Because actual hours utilized and therefore actual costs incurred, may vary from these estimates, these estimates should be used only as a guide of anticipated costs. All actual costs incurred will be billed but these estimated hours are reasonable, but not absolute, expectations of the investment needed to complete each task.

1. Assist the City with an evaluation of the current chart of accounts and determine how the City is currently using their current general ledger software and what potential changes could be implemented to gain the full utilization of the software throughout the accounting function of the City. Also, propose recommended modifications to the chart to assure the City's chart is in compliance with the updated Uniform Chart of Accounts as provided by the State of Michigan Department of Treasury.

	Anticipated Hours	Hourly Rate	Estimated Cost
Manager	80	$ 240	$ 19,200

All of the hours are estimates based on our knowledge and experience working with other governmental entities and of what we feel the City needs to successfully develop systems/processes/procedures for the future. However, these hours are only estimates. **If we spend less time conducting a particular phase of the engagement, the City would only be billed for the value of the services provided**. However, if more time is needed to successfully complete a component of this engagement over the hours we have estimated, we will discuss that with the City before we proceed. With an engagement such as this, the City has 100% control over the hours to be invested in the project and the resulting cost. We will bill the City for all the time spent on each phase of the engagement as we conduct the services. Our invoices for these fees will be rendered as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 45 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not completed the entire scope of service. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

We will bill the City as the work progresses and only bill for the value of the services provided during the project. We will invest the time required to ensure that the professional relationship we will develop with the City remains strong and we continue to be the City's trusted advisor in all financial matters. We will rely on the City to monitor the cumulative fees and expenses charged and notify us if and when the cumulative amount approaches the total appropriated level.

If the City were to need additional services rendered by other team members, those hours would be billed at the following rates:

Team Member Level	Hourly Rate
Principal	$ 275 - 390
Manager/Senior Manager	200 - 280
Associate	150 - 220
Administrative	100 - 200

Maner Costerisan may perform additional services upon receipt of a request from the City with terms and conditions that are acceptable to the City and Maner Costerisan.

Very truly yours,

Maner Costerisan PC

Acceptance

Please indicate your acceptance of this agreement by signing in the space provided below and returning this engagement letter to us. We look forward to continuing our professional relationship with the City of Lansing.

This letter correctly sets forth the understanding of the City of Lansing:

By: ______________________________

Title: ______________________________

Date: ______________________________

CITY OF LANSING

124 W. Michigan Ave
Lansing ,MI 48933
(517) 483-4128

PURCHASE ORDER	
P.O. NUMBER	P088825
DATE	05/03/23
VENDOR I.D.	V050270
DELIVERY DATE	
FOB	
REQUISITION NO	PR017898

OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.

TO:
MANER COSTERISAN
2425 E GRAND RIVER AVE STE 1
LANSING, MI 48912

PHONE# FAX#

DELIVER ITEMS TO:

FINANCE DEPARTMENT OPERATIONS
124 W MICHIGAN AVE 8TH FL
LANSING, MI 48933

SEND INVOICE TO:

FINANCE DEPARTMENT OPERATIONS
124 W MICHIGAN AVE 8TH FL
LANSING, MI 48933

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	SPECIAL SERVICES FOR ASSISTANCE IN CREATING A UNIFORM CHART OF ACCOUNTS AS REQUIRED BY THE STATE OF MICHIGAN	19,200	LS	1.00	19,200.00
				TAX	0.00
				TOTAL	19,200.00

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

1. Goods other than those specified on this order must not be substituted or prices changed without authorization.
2. If the quantity shipped is short of the purchase order quantity, specify on the packing slip if that quantity is on back order or cancelled.

Federal Tax ID: 38-6004628

AUTHORIZED SIGNATURE Desiree A. Kirkland

FINANCE DEPARTMENT
124 W Michigan Ave., 8th Floor
Lansing, Michigan 48933
517.483.4500

Andy Schor, Mayor

To: Stephanie Robinson, Senior Buyer

From: Cynthia Gill, Controller

Cc: Desiree A Kirkland, Finance Director

Date: April 26, 2023

Subject: Sole Source Procurement– Indirect Labor Cost Allocation Plan

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Please let this memo serve as justification for obtaining a sole source contract with MGT Consulting Group (MGT) for the Fiscal Year 2023 Indirect Labor Cost Allocation Plan (CAP), under the sole source procurement provisions outlined in City Ordinance, Title 2, Chapter 206.05. The cost of this agreement is $22,500. The account number is 1012710 – 743000.

MGT has submitted the attached proposal to perform the FY23 CAP. This CAP will identify the costs of indirect services provided by central service departments of the City of Lansing, based on actual expenditures for the fiscal year ending June 30, 2023. This CAP is used by the City to claim indirect costs as charges against grants and contracts (awards). This CAP is submitted for use by the Michigan Department of Human Services and other State and Federal grantors (such as HUD).

In accordance with City Ordinance 206.05(c)(3), Sole Source Procurements, the criteria followed in determining that MGT is the sole source for supplying the requested service are:

1) Special services or facilities are required.
   The **special services** required in this project includes the need for a team of trained individuals to work together to complete a thorough Study. MGT has a trained team and also has access to models they have created to successfully perform similar work with other municipalities, in 62 different counties in the state of Michigan.

2) The source is unique or special in nature.
MGT is **unique** in that they have trained professionals within their organization to perform these types of Studies. There are very few organizations that provide this type of service and MGT performs this type of study for numerous other municipalities and is well respected in the industry. In talking with Controllers in several other counties, as well as our auditors, Maner Costerisan, there are only two providers of this type of cost study in the state – MGT & Maximus.

3) The cost for the project is $22,500 with results promised within 60 days of receipt of the needed records. I find these costs to be competitive and reasonable for the scope of work proposed. We need this CAP performed as quickly as possible. MGT has agreed to deliver an initial draft of the deliverable to the City within 60 days, depending on availability of data from the City. The final deliverable will be delivered to the City 30 days after draft comments are received by MGT from the City.

The account that will be used to fund this request is: 1012710-743000 (Finance Operations – Contractual Services).

For FY22, our plan would be to prepare an RFP for this Indirect Labor CAP study as well as the Fringe Benefit study, in March 2023.

I respectfully request that you grant approval for this sole source contract. Please contact me if you have any questions. Thank you.

Approved: ______________________________ ______________

Desiree A. Kirkland Date
Finance Director

CITY of LANSING

INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson, Senior Buyer

DATE: May 8, 2023

SUBJECT: Sole Source Purchase –MGT Consulting Group

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: Finance Department
Vendor: MGT Consulting Group
Item Purchased: FY23 Indirect Labor Cost Allocation Plan Services
Dollar Amount: $ 22,500.00

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).

sr

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson, Senior Buyer

DATE: **May 3, 2023**

SUBJECT: Sole Source – MGT Consulting Group

The Finance Department requests that MGT Consulting Group be designated as a Sole Source consultant for the Fiscal Year 2023 Indirect Labor Cost Allocation Plan (CAP).

Please see the attached letter from Cynthia Gill and Desiree Kirkland regarding the request.

Based on the attached letter Purchasing recommends issuing a sole source purchase order to MGT Consulting Group in the amount of $ 22,500 from account 1012710-743000 for the Finance Department.

This consultant has not been identified as a Lansing based firm.

Attachment

Date: ________________

Approved______ Denied ______

____
Andy Schor, Mayor

MASTER ENGAGEMENT AGREEMENT

THIS MASTER ENGAGEMENT AGREEMENT ("Agreement"), made and entered into as of March 10, 2023 ("Effective Date") by and between **MGT of America Consulting, LLC**, with offices located at 4320 West Kennedy Boulevard, Tampa, FL 33609 ("MGT") and the **City of Lansing**, with offices located at 124 West Michigan Ave., Lansing, MI 48933 ("Client"), sets forth the parties' understanding pursuant to which MGT shall be engaged by Client.

I. SCOPE OF SERVICES

The scope of MGT's services to be provided to Client on a project shall be set out in individual annexes to this Agreement ("Annex" or "Annexes"). Each Annex, upon execution by both parties, shall by this reference be incorporated in and made part of this Agreement. Each Annex shall specify the scope of Services to be performed by MGT ("Services"), term or period of performance, key MGT staff members assigned to assist in the performance of such Services and the payment terms for such Services, as well as any other details specified by the parties. Should the Services as described in any Annex change in any material way, an adjustment to MGT's fees and promised delivery dates for such Services may be required. MGT undertakes to advise Client promptly should any such adjustment be necessary and to negotiate with Client in good faith to arrive at a mutually acceptable revision to the applicable Annex.

II. STAFFING

MGT shall assign staff members to perform all Services. Should any staff members be unable to perform Services, MGT may substitute another similarly-qualified staff member. MGT may, from time to time and in its discretion, augment the listed staff as needed to perform the Services. All tasks are to be completed virtually, unless Client and MGT mutually agree to add in-person work for an additional fee (to be determined). All requests for in-person work must be made in writing and must be approved by MGT and incorporated as an amendment and/or annex to this Agreement.

III. FEES AND DISBURSEMENTS

All invoices submitted by MGT to Client shall be due and payable on a NET30 basis. MGT reserves the right to impose an interest charge equal to one and one-half percent (1.5%) per month in respect of any invoice which is outstanding for more than thirty (30) days.

IV. TERM AND TERMINATION

This Agreement shall be effective on the Effective Date and shall continue for a period of four (4) years unless otherwise terminated or extended as provided herein.

Each Annex shall set forth the period of performance in which MGT shall perform the project-specific Services and may provide for additional option periods. Client may elect to exercise such option periods by notifying MGT of their intention, at which time compensation and scope can be determined and agreed upon by both parties.

Either party shall have the right to terminate this Agreement and any Annex by giving thirty (30) days' prior written notice to the other party. If this Agreement or any Annex is so terminated in advance of its scheduled completion, Client shall pay to MGT, upon receipt of an invoice, any and all proper charges earned and/or incurred by MGT in connection with the Services pursuant to this Agreement and the Annexes up to the time of its termination and shall indemnify MGT as provided in Section V.3, General Indemnification, herein.

V. GENERAL PROVISIONS

1. Modification, Cancellation or Suspension of Work

Upon consultation with MGT, Client shall have the right to modify, cancel or suspend any and all plans, schedules or work in progress under any Annex, and, in such event, MGT shall immediately take proper steps to carry out such instructions. In the event Client elects to modify the scope, an adjustment to the Annex Compensation may be necessary, and MGT will advise Client of any changes to Compensation.

2. Delay

If during the term, Client causes delay resulting from Client's (i) failure to provide requested information on a timely basis, (ii) providing of inaccurate, incorrect or false information, (iii) Client's failure to provide access to appropriate personnel if required by the Annex Scope, or (iv) delay due to Client rescheduling Annex Scope; and such delay causes MGT any or all of (i) duplicate work efforts, (ii) corrective work efforts, or (iii) more than 7 days of idle time, MGT reserves the right to charge additional fees on either or both of (i) hourly rate (ii) and material costs.

3. General Indemnification

Client shall fully defend, indemnify and hold harmless MGT and its officers, directors, employees, agents, representatives or successors and assigns (collectively, "Indemnified Parties") from and against any and all claims, demands, actions or causes of actions and any and all liabilities, costs and expenses (including but not limited to attorney's fees and expenses, incurred in the defense of an Indemnified Party, including costs of appeal) damage or loss in connection therewith, what may be asserted by Client, its officers, employees, agents, representatives, successors or assigns or any other third party on account of, or sustained or alleged to have been sustained by, or arising out of or growing out of bodily injury, including death, or loss of use or damage to or destruction of property caused by, arising out of, sustained or alleged to have been sustained by, or in any way incidental to or in connection with Client's performance of the Services under this Agreement or Statement of Work, regardless of whether such claims, demands, actions, causes of action or liability are or alleged to have been caused by in part or contributed to by the negligence, fault, or strict liability of any Indemnified Party.

MGT's indemnity obligation under this Paragraph is contingent upon MGT ("Indemnitee") seeking indemnity by (i) promptly notifying the Client ("Indemnitor") of each claim; provided, however, that Indemnitee's failure to give prompt notice to Indemnitor of any such claim shall not relieve Indemnitor of any obligation under this paragraph except and to the extent that such failure materially prejudices Indemnitor's ability to defend against such claim; (ii) provide the Indemnitor with sole control over the defense and/or settlement thereof provided however, that Indemnitor shall not settle any claim that includes an admission of wrongdoing by Indemnitee or otherwise adversely affects Indemnitee's interests without its prior consent; and (iii) at Indemnitor's request and expense, provide full information and reasonable assistance to Indemnitor with respect to such claim.

4. Confidentiality

MGT shall maintain in confidence all information and data relating to Client, its Services, products, business affairs, marketing and promotion plans or other operations and its associated companies which are disclosed to MGT by or on behalf of Client (whether orally or in writing and whether before, on or after the date of this Agreement) or which are otherwise directly or indirectly acquired by MGT from Client, or any of its affiliated companies, or created in the course of this Agreement.

MGT shall ensure that it, its officers, employees and agents only use such confidential information in order to perform the Services, and shall not without Client's prior written consent, disclose such information to any third-party nor use it for any other purpose; provided, however, that MGT shall have the right to disclose Client's name and the general nature of MGT's work for Client in pitches and business proposals.

The above obligations of confidentiality shall not apply to the extent that MGT can show that the relevant information:

(1) was at the time of receipt already in MGT's possession;
(2) is, or becomes in the future, public knowledge through no fault or omission of MGT;
(3) was received from a third-party having the right to disclose; or
(4) is required to be disclosed by law.

5. Non-Solicitation

During the term of this Agreement, and for a period of two (2) years after the termination thereof, neither party shall directly nor indirectly solicit for employment any person or persons currently employed, or who were employed in the last twelve months by the other unless (a) the other party has given its prior written consent, (b) the employer has terminated his or her position, or (c) the employer-party terminated his or her employment. Direct solicitation does not include advertisements published in the general media and, except to the extent that an individual was specifically encouraged to respond to such advertisements, nothing in this clause restricts an individual employee's right to seek employment with the other party to perform work unrelated to this Agreement.

6. Risk

All MGT analysis, projections, forecasts, and conclusions rely upon the accuracy of information provided by Client as well as near-term and long-term assumptions influenced by factors outside of MGT's control and for which may adversely impact Client. Changes such as Client's financial health, as well as state, local, and global economic conditions, may impact Client, the accuracy of projections and or feasibility of Services. Additional risks to Client include but are not limited to changes to demand, competition, regulatory changes, as well as force majeure events.

7. Force Majeure

Neither party will be in breach of its obligations under this Agreement (other than payment obligations) or incur any liability to the other party for any losses or damages of any nature whatsoever incurred or suffered by that other party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a force majeure event, except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure had not occurred. Force Majeure is defined as acts of God, war, act(s) of terrorism, fires, explosions, natural disasters, to include without limitation, hurricanes, floods, and tornadoes, failure of transportation, labor strike, loss or shortage of transportation facilities, lockout or commandeering of materials, products, plants or facilities by the government or other order (both federal and state), interruptions by government or court orders (both federal and state), present and future orders of any regulatory body having proper jurisdiction, civil disturbances to include without limitation, riots, rebellions, and insurrections, epidemics, pandemics, or other national, state, or regional emergencies, and any other cause not enumerated in this provision, but which is beyond the reasonable control of the party whose performance is affected and which by the exercise of all reasonable due diligence, such party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform the obligation(s). Written notice of a party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and which notice must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s). Notwithstanding the foregoing, a party's financial inability to perform its obligations shall in no event constitute a Force Majeure event.

8. Exclusion of Liability caused by Political or Regulatory Decisions

While Client has engaged MGT to assist it in dealing with certain regulatory or political decisions or actions that may adversely affect Client's business, and while MGT has agreed to provide such assistance, MGT shall not be responsible for nor liable to Client for any loss, damage, or other adverse consequence that may result from any regulatory or political decision or action being rendered against Client or Client's interests.

9. Governing Law, Submission to Jurisdiction and Consent to Suit

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA (IRRESPECTIVE OF THE CHOICE OF LAWS PRINCIPLES OF THE STATE OF FLORIDA) AS TO ALL MATTERS, INCLUDING MATTERS OF VALIDITY, CONSTRUCTION, EFFECT, ENFORCEABILITY, PERFORMANCE AND REMEDIES. CLIENT SUBMITS ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT WITHIN HILLSBOROUGH COUNTY, FLORIDA AND CLIENT HEREBY ACCEPTS VENUE IN EACH SUCH COURT.

10. Dispute Resolution Procedure

In the event of a dispute, controversy or claim by and between Client and MGT arising out of or relating to this Agreement or matters related to this Agreement, the parties will first attempt in good faith to resolve through negotiation any such dispute, controversy or claim. Either party may initiate negotiations by providing written notice in letter form to the other party setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within five (5) business days with a statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then senior management representatives of each party with full settlement authority will meet at a mutually agreeable time and place within fifteen business days of the date of the initial notice in order to exchange relevant information and perspectives and to attempt to resolve the dispute. If the dispute is not resolved by these negotiations, the matter will be submitted to a mutually agreeable certified mediator. The mediation shall take place in Tampa, Florida.

Except as provided herein, no civil action with respect to any dispute, controversy or claim arising out of or relating to this Agreement may be commenced until the matter has been submitted for mediation. Either party may commence mediation by providing to the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate in selecting a mediator and in scheduling the mediation proceedings. The parties will participate in the mediation in good faith and will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by either of the parties, their agents, employees, experts or attorneys, or by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties; provided, however, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may seek equitable relief prior to the mediation to preserve the *status quo* pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session. Mediation may continue after the commencement of a civil action, if the parties so desire. The provisions of this clause may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all reasonable costs, fees and expenses, including legal fees, to be paid by the party against whom enforcement is ordered. In addition, should the dispute under this Agreement involve the failure to pay fees and/or Disbursements under Section III hereof, and the matter is not resolved through negotiation or mediation, Client shall pay all costs of collection, including, but not limited to, MGT's legal fees and costs should MGT prevail.

11. Assignment

Neither party may assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party. Notwithstanding the foregoing, MGT, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (i) to any entity controlled by, or under common control with, MGT, or its permitted successive assignees or transferees; or (ii) in connection with a merger, reorganization, transfer, sale of assets or change of control or ownership of MGT, or its permitted successive assignees or transferees.

12. Non-Discrimination/Equal Employment Practices

Neither party shall unlawfully discriminate or permit discrimination against any person or group of persons in any matter prohibited by federal, state or local laws. During the performance of this Agreement, neither party or their employees, agents or subcontractors, if any, shall discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national or ethnic origin, medical conditions, or physical disability, or any other classifications protected by local, state or federal laws or regulations. The parties further agree to be bound by applicable state and federal rules governing equal employment opportunity and non-discrimination.

13. Partial Invalidity

In the event that any provision of this Agreement shall be declared illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be interpreted and enforced as if such illegal or invalid provision had never been included herein.

14. Notices

All notices required or permitted to be given pursuant to this Agreement shall be deemed given, if and when personally delivered, delivered by fax, with receipt confirmed, or courier or by overnight mail delivery, in writing to the party or its designated agent or representative at the address stated in the first paragraph of this Agreement or at another address designated by the party.

15. Counterparts and Execution

This Agreement and any Annexes may be executed in counterparts, each of which when so executed shall be deemed an original and all of which together shall constitute one and the same instrument. The counterparts of this Agreement may be executed by electronic signature and delivered by facsimile, scanned signature, or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of this Agreement so executed and delivered as if the original had been received.

16. Survival

Sections III, IV, and V of this Agreement and the payment obligations described in the Annex(es) shall continue notwithstanding the termination or expiration of the Agreement or any Annex(es).

17. Entire Agreement

This Agreement and attached Annex(es) constitute the entire and only Agreement between the parties respecting the subject matter hereof. Each party acknowledges that in entering into this Agreement it has not relied on any representation or undertaking, whether oral or in writing, save such as are expressly incorporated herein. Further, this Agreement may be modified only in a writing signed by the parties. Any purchase order provided by Client will be limited by, and subject to, the terms and conditions of this Agreement and any corresponding Annex. Additional or contrary terms, whether in the form of a purchase order, invoice, acknowledgement, confirmation or otherwise, will be inapplicable, and the terms of this Agreement will control in the event of any conflict between such terms and this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

MGT OF AMERICA CONSULTING, LLC	**CITY OF LANSING**
Name: Patrick J. Dyer	Name:
Title: Vice President	Title:
Date: 3/13/2023	Date:
FEIN: 81-0890071	

ANNEX NO. 1 TO MASTER ENGAGEMENT AGREEMENT

This Annex No. 1 to Master Engagement Agreement ("Annex") between MGT of America Consulting, LLC, ("MGT"), and the City of Lansing ("Client" or "City"), sets forth the parties' understanding pursuant to which MGT shall provide the below-specified project-level Services to Client.

A. **SCOPE.** MGT shall provide to City the following services ("Services"):

1. A Citywide 2 CFR Part 200 central services cost allocation plan ("CAP") based on actual costs for fiscal year 2022.

2. Negotiation of the CAP with representatives of the federal cognizant agency and/or the State, as required.

3. Explain calculation methods and assumptions used in the indirect CAP. This explanation may be written or verbal as requested by City.

4. Provide recommendations on methods to enhance indirect cost revenues.

B. **PERIOD OF PERFORMANCE.** The Services shall be performed, and the products of the services shall be delivered on the following schedule: Upon signature of this Annex, an initial draft of the deliverable will be provided to the City within 60 days, depending on availability of data from the City. The final deliverable will be delivered to the City 30 days after draft comments are received by MGT from the City.

C. **MGT STAFF MEMBERS.** Stephanie Farrell shall serve as Executive-in-Charge and point of contact for MGT under this Agreement.

D. **COMPENSATION.** Total fixed contract value of Annex 1 is of $22,500 for the above Services.

E. **PAYMENT.** MGT shall submit one invoice for the total value after delivery of the final CAPs to City. Payment will be due within 30 days after correct invoice submission.

MGT OF AMERICA CONSULTING, LLC	**CITY OF LANSING**
______________________________	______________________________
Name: Patrick J. Dyer	Name:
Title: Vice President	Title:
Date: 3/13/2023	Date:
FEIN: 81-0890071	

CITY OF LANSING
124 W. Michigan Ave
Lansing ,MI 48933
(517) 483-4128

PURCHASE ORDER	
P.O. NUMBER	P088826
DATE	05/03/23
VENDOR I.D.	V038073
DELIVERY DATE	
FOB	
REQUISITION NO	PR017899

OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LIST AND CORRESPONDENCE.

TO:
MGT OF AMERICA LLC
4320 WEST KENNEDY BLVD STE 200
TAMPA, FL 33609

Page 1 of 1

PHONE# (888) 302-0899 FAX#

DELIVER ITEMS TO:
FINANCE DEPARTMENT OPERATIONS
124 W MICHIGAN AVE 8TH FL
LANSING, MI 48933

SEND INVOICE TO:
FINANCE DEPARTMENT OPERATIONS
124 W MICHIGAN AVE 8TH FL
LANSING, MI 48933

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	FY2023 INDIRECT LABOR COST ALLOCATION PLAN SERVICES	22,500	LS	1.00	22,500.00
				TAX	0.00
				TOTAL	22,500.00

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

1. Goods other than those specified on this order must not be substituted or prices changed without authorization.
2. If the quantity shipped is short of the purchase order quantity, specify on the packing slip if that quantitv is on back order or cancelled.

Federal Tax ID: 38-6004628

AUTHORIZED SIGNATURE Desiree A. Kirkland