AGENDA

Committee of the Whole
AGENDA FOR OCTOBER 16, 2023 AT 5:30 PM

Lansing City Hall, Tony Benavides Lansing City Council Chambers
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.

Council Member Wood, Chairperson
Council Member Garza, Vice Chairperson

1. **Call to Order**
2. **Roll Call**
3. **Minutes**
   - A. October 2, 2023
4. **Public Comment on Agenda Items (Up to 3 Minutes)**
5. **Presentations:**
   - B. City of Lansing Human Resource Department - Human Resource Director
   - C. Ovation Center Update - Dominic Cochran
6. **Discussion/Action:**
   - D. RESOLUTION - Reappointment; Deshon Leek; 3rd Ward Member of the Lansing Board of Water and Light; Term to expire June 30, 2027
   - E. DISCUSSION - Outstanding Questions on Requested Reports in the Budget Policies from the Adopted FY 2023/2024 Budget Resolution
     - F. Report on the Cost of Warming and Cooling Centers-Follow Up from Administration
     - G. Report on Stump Grinding- Follow Up from Administration
   - H. RESOLUTION - City Council Meeting Schedule for 2024
   - I. DISCUSSION/ORDINANCE - Amendment to Chapter 240; clarify the role of the Human Relations and Community Services (HRCS) Advisory Board
   - J. DISCUSSION/ORDINANCE - Amendment to Chapter 273; clarify the role of the Human Relations and Community Services (HRCS) Advisory Board
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 of the Whole
Monday, October 2, 2023 @ 5:30 p.m.
Tony Benavides Lansing City Council Chambers

CALL TO ORDER
Council President Wood called the meeting to order at 5:30 p.m.

PRESENT
Council Member Carol Wood
Council Member Jeremy Garza
Councilmember Adam Hussain
Councilmember Peter Spadafore-excused
Councilmember Patricia Spitzley
Councilmember Brian T. Jackson
Councilmember Jeffrey Brown
Councilmember Ryan Kost

OTHERS PRESENT
Sherrie Boak, Council Office Manager
Jim Smiertka, City Attorney
Lisa Hagen-Lawrence, City Attorney
Emily Linden, Internal Auditor
Mark Lawrence, Mayor's Office
Amanda O'Boyle, City Attorney
Loretta Stanaway

Minutes
MOTION BY COUNCIL MEMBER GARZA TO APPROVE THE MINUTES FROM SEPTEMBER 18, 2023. MOTION CARRIED 7-0.

Public Comment
Ms. Stanaway spoke on the current warming and cooling centers.

DISCUSSION/ACTION
DISCUSSION – Requested Reports in the Budget Policies from the Adopted FY 2023/2024 Budget Resolution; Cost of Warming and Cooling Centers; Stump Grinding; Community Mental Health Social Worker Housing Outreach Specialist
Council President Wood referred to the September 1, 2023 reports from the Mayor's office pursuant to the Budget Policy request. The document in the packet is a follow up from Ms. Linden, the Internal Auditor.

Ms. Linden outlined the questions from report, specific to stump grinding. The administration stated they are holding discussions with the staff. The Mayor has not decided and the conversations are ongoing. No questions from the Council at this time, and the Mr. Lawrence had no additional comments.

Ms. Linden then outlined the request for warming and cooling centers in the report. The Administration response was included in the report and breakdown of cost. They stated they could not provide an exact cost but provided details in the report.
Council Member Garza stated there is no community center in Ward 2, so no warming and cooling in Ward 2.

Council Member Kost asked about Letts that was referenced in the report, but no comment from all the warming and cooling centers. Mr. Lawrence stated this was all the information he has. Council Member Kost stated since budget passed where warming and cooling centers were asked for, what progress was made. Mr. Lawrence stated progress has been made.

Council Member Spitzley referred back to the budget policies which asked for a report and study on the proposal and estimation on the four community centers; how much it would cost. Surely there could be an estimate of cost for one cold day or one warm day, and it was asked for 60 days, but the intention was to get a cost if the warming or cooling center needed to be activated.

Council Member Jackson referred to the responses from Mr. Lawrence, where it spoke on the HRCS funding with State and Mayor, which is roughly $1 million. He asked Mr. Lawrence what proposal they are working on. Mr. Lawrence stated they do not have $800,000 from the State yet and spoke to HRCS director today, and they hope to have more information on October 16, 2023.

Council Member Kost asked Mr. Lawrence again about the timing of the $800,000 but there was $130,000 allocated July 1, 2023 in the current budget, and asked why it is taking long since the community centers are all open. Council Member Kost asked why the Administration never moved on the $130,000 that was already allocated. Mr. Lawrence stated the community centers are staffed but not for this purpose. They would need staff for security and for overnight. Council Member Kost asked why security, and Mr. Lawrence stated they would need security and staff overnight. Council Member Kost voiced his frustration with nothing being done since July 1, 2023 start of the budget when there were hot days since then. He again asked Mr. Lawrence why there was a delay, and Mr. Lawrence stated it was not a delay but is about hiring more people, and other items. Council Member Kost stated the buildings are staffed with utilities.

Council Member Hussain asked again for the feasibility study referenced by Council Member Spitzley, which would provide an estimate on staffing, security costs, agencies for volunteers, and costs for a day. Council Member Hussain then referred to the stump removal piece, were Mr. Lawrence responses. Mr. Lawrence stated the information in the memo is all the information he has, and if they plan to do this intent. Council Member Hussain asked for information on if the City already has the equipment.

Council President Wood asked if they have asked the current contractor for City Hall security and if they provided any estimate. She also asked if there was outreach to partners for other staff to come to community centers to help. She encouraged the Administration to investigate options and work to have this addressed so in 30 days when the weather becomes cold there is information. Lastly, she asked who is making the decision on cooling and warming centers; HRCS or the Mayor. Mr. Lawrence stated is a group effort with HRCS and the Mayor, and he did not believe $800,000 and $130,000 is enough money. Council President Wood stated the largest population is in the south, so the need could be one in the south and north. Mr. Lawrence stated they need to look at the need and get back on October 16, 2023. Council President Wood stated you cannot estimate the number that would utilize it until there is something opened. The Ad Hoc on Homelessness and Solutions has already heard about the number of people who utilize other resources, and the Administration should reach out to those agencies for their data.

Council Member Spitzley stated she understood there is a need for one location with wrap around services, and asked the Administration look at the needs, what are they doing in their research, what agencies are they talking to, and address the immediate issue to have a place for people to go when it is extremely hot or extremely cold.

Ms. Linden then spoke on the last report which is the social worker housing outreach specialist. The Administraiton stated they do not have anything but Council can reach out to CMH directly.

Council President Wood confirmed with Mr. Lawrence would speak on outstanding questions at the October 16, 2023 Committee of the Whole agenda.

ORDINANCE - Amendment to Chapter 240, Section 240.02, 240.03, 240.04; Clarify role of Human Relations and Community Services (HRCS) Advisory Board

Mr. Smiertka referred to the City Charter and the definition of the Advisory Board. He then explained the proposed amendments was taken to the HRCS Board and reviewed with the Charter. The changes are striking out words that could be taken two different ways and was a clean up based on comments from the advisory board. Mr. Smiertka then went through the amendments.

Council President Wood referred the committee to page 2, line 6-8; page 4, line 20-22.

Council Member Jackson referred to page 2 line 6, and asked who makes final determination on the grants. Mr. Smiertka stated it is HRCS department but depends on the nature of the grant. The Advisory Board makes the recommendations. Council Member Jackson gave an example if there are funds towards programs, and contracted out, and already budgeted does Council say specifically were. Mr. Smiertka stated anything over $25,000 would come back to Council. Council Member Jackson asked about those under $25,000. Council President Wood stated any of the budget line in HRCS, they provide a list of all the providers the City is entering into a contract with, Council approves. There are also funds in the $1.35 million given to HRCS; $30,000-$50,000, they can use to match grants or use towards issues that come up.

Council Member Spitzley explained that this section of the ordinance that is being proposed to amend, the grant applications come to HRCS, the advisory board looks them over and makes recommendations, but the issues that have come to light is that HRCS department makes the determination with the Mayor's office. The Advisory Board, per the Charter, says the Board has more authority. The change makes the language to match what is currently being done with HRCS and Mayor determination.

Council Member Brown concurred with Council Member Spitzley statement on Council hearing concerns from groups not receiving and Advisory Board reporting and then when they go to HRCS, HRCS is making doing other determinations, and then the Mayor is making changes. At that point Council never sees what the Advisory Board is grading and determining. He then referred to the sentence on page 2, line 6.

Council Member Hussain added that Council understands the importance of the ordinance, and it is in conflict with the Charter, so they need to look at changing the Charter. The HRCS Advisory Board makes decisions that effect the community. He would be interested in aligning this ordinance with the Charter.

Mr. Smiertka stated the whole funding process is not just in that amendment, but in the whole document and confirms the Advisory board does the ranking. Council Member Hussain stated that by the time the awards are given, it is far from the determination the Advisory Board made.

Council President Wood asked if it can be amended to stated "shall" not "may" in line 7 and add "and recommendations forwarded to Council during the budget process." Mr. Smiertka stated that is okay to make those changes.

Council Member Spitzley stated there needs to be more work on the language so the Advisory Board makes the recommendation to Council. This needs to be looked at in a bigger picture, and that might involve a Charter change. She suggested to send it back for further discussion. Language should include something "and recommendations from the Advisory Board forwarded to Council during the budget process."

Council Member Kost spoke on the HRCS Board meetings where there needs to be more work with the Board and fix a structural issue to make this right, because this Board has a strong effect on the community.

Council Member Jackson concurred that there needs to be changes in the Charter, and if Council should be involved in this now.

Council President Wood asked Committee, if there was nothing done at this point in ordinance changes, is the recommendation from OCA to HRCS, that since his estimation that this ordinance does not comport with charter, they cannot do anything. Mr. Smiertka stated it would depend on what decision is made by the Board, they would advise them, but he was not able to provide a blanket recommendation or advise. But in a case, they would have to advice HRCS Board they cannot do something.

Council Member Spitzley noted OCA says the Board does not have the authority to do things and encouraged the discussions to continue in this Committee.

Council President Wood stated her recommendation that when receive the HRCS budget also get the recommendations from the HRCS Advisory Board on the contract awards. Council Member Spitzley asked if Council has that authority, asking Mr. Smiertka. Mr. Smiertka stated the language proposed to change is "shall report".

Council Member Jackson summarized if Council does not change the ordinance, and OCA has to make a clarification to the Board, then Council can get involved for oversight.

Council President Wood stated that previous Board members were not a tune to what their role was. And since that time there has been discussions on clarity of the ordinance, and there needs to be Board trainings for details on what all Boards responsibilities are.

Council Member Brown asked if the HRCS is an Advisory Board for the department or just the grants. So, he asked for clarification on reporting and issues in the department, adding language so they have access to the department.

Council President Wood asked for additional suggestions to be sent to the Council office manager so those can be moved onto OCA.

ORDINANCE -Amendment to Chapter 273, Section 273.01 and 273.04; Clarify Role of Human Relations and Community Services (HRCS) Advisory Board

Any suggestions be sent to Council Office manager to send to OCA.

ORDINANCE - Repeal Chapter 273, Section 273.06, "Examination of complaints; hearings and studies" to conform with the City Charter 5-106
Council President Wood confirmed that per recommendations from the OCA, they do not need to be repealed but can be placed on filed.

Council Member Spitzley asked for a motion to take action and a council vote.

MOTION BY COUNCIL MEMBER GARZA TO APPROVE THE ORDINANCE TO REPEAL CHAPTER 273, SECTION 273.06.

Council Member Brown asked for clarification on if a vote yes is to repeal. Council President Wood clarified that the City does not need to repeal, but there is a request for a vote, and a vote yes is to repeal Chapter 273, Section 273.06.

MOTION FAILS 0-7.
MOTION BY COUNCIL MEMBER GARZA TO PLACE ON FILE. MOTION CARRIES 5-2.

Council President Wood stated placing on file is to never to take action again.

MOTION BY COUNCIL MEMBER SPITZLEY TO RECONSIDER THE MOTION TO PLACE ON FILE. MOTION CARRIED 7-0.

MOTION TO RECONSIDER THE MOTION TO PLACE ON FILE. MOTION CARRIES 7-0.

ORDINANCE - Repeal Chapter 273, Section 273.08 "Prohibited discrimination by city departments or employees" to conform with the City Charter 5-106
MOTION BY COUNCIL MEMBER GARZA TO APPROVE THE ORDINANCE TO REPEAL CHAPTER 273 SECTION 273.08. MOTION FAILS 0-7.

MOTION BY COUNCIL MEMBER GARZA TO PLACE ON FILE. MOTION CARRIED 7-0.

Closed Session
MOTION BY COUNCIL MEMBER GARZA AT 6:28 P.M. Pursuant to MCL 15.268(1)(e), to recess into closed session to consult with the City Attorney in connection with the following specific pending litigation. An open meeting will have a detrimental financial effect on the litigating or settlement position of the City of Lansing concerning these cases.

Atkinson, et al. v. City of Lansing, et al.
People of the City of Lansing v. Kolberg
City of Lansing, et al. v. Purdue Pharma, et al. (Opioid Litigation)
Deprekel v. City of Lansing, et al.
Downtown Capitol LLC v. City of Lansing
Hardy v. City of Lansing, et al.
Hulon v. City of Lansing, et al.
Khorrami v. Bradbury, Moore, Mapley, and City of Lansing
Legacy Five LLC v. City of Lansing
Lugo-Estok, Guadalupe v. City of Lansing
Lynn, Michael v. City of Lansing
Lynn, Michael v. Schor, et al. (2023)
Phillips v. City of Lansing, et al.
Stewart, G. v. City of Lansing, et al.

Stewart, S. v. City of Lansing, et al.

ROLL CALL VOTE, MOTION CARRIED 7-0.

Pursuant to MCL 15.268(1)(h) of the Open Meetings Act, City Council will recess into closed session to consult with the City Attorney to consider material exempt from discussion or disclosure by state statute. Specifically, to discuss written material from the City Attorney provided under attorney-client privilege and attorney work-product, and which is also exempt from disclosure under the Freedom of Information Act pursuant to MCL 15.243(1)(g).

The closed session will include Mr. Lawrence from the Mayor's office.

ROLL CALL VOTE, MOTION CARRIED 7-0.

Reconvene
Council President Wood reconvened the meeting at 7:09 p.m.

OTHER
No other topics at this time.

Adjourn
The meeting adjourned at 7:09 p.m.
Respectfully Submitted by,
Sherrie Boak, Recording Secretary, Lansing City Council
Approved by the Committee

Andy Schor, Mayor

RECEIVED
AUG 11 2023
City of Lansing
City Council

MEMO

To: Andy Schor, Mayor

From: Dominic Cochran, Director of the Office of Community Media

Subject: Ovation Owner's Representative Agreement - Dymaxion

Please let this memo serve as justification for obtaining a sole source contract with Dymaxion Development as the Owner's Representative for the Ovation / Public Media Center construction project, for the cost of 3% of the total hard and soft costs of the project, and in no event to exceed $600,000.

The services provided are necessary for the success of the project and navigating the many different stages of the significant construction and investment in arts and entertainment in Lansing.

Dymaxion has been involved in the project since its inception, and prior to the City seeking or securing any of the millions of dollars in federal and state grants for the Ovation construction project. Dymaxion has assisted the City at several points, without compensation, in navigating those applications, and in designing the various iterations of the project prior to the model that is now, ultimately, being brought forward. Additionally, Dymaxion was involved in construction work on the other, recently successful, projects on the same 500 block of South Capitol Avenue and is intimately aware of the physical characteristics of the location for the Ovation construction project, including and not limited to the special environmental characteristics of the project site.

As a result, Dymaxion is uniquely qualified to be the City's Owner's Representative for the Ovation construction project. There are currently no other development companies that possess the same level of specialized knowledge and experience with this particular project as Dymaxion. Further, the City secured with Dymaxion a very competitive compensation rate, and consistent with the rate for Owner's Representative in the Public Safety construction project also currently underway. In order for the City to be successful and prompt in the execution of this project, Dymaxion is the developer who can best represent the City, consistent with Ordinance 206.05(c)(2), (4), and (5).

For the reasons stated above I respectfully request that you grant approval for this sole source contract. If you have any questions or concerns please direct them to my attention.

OWNER'S REPRESENTATIVE AGREEMENT
CITY OF LANSING – PERFORMING ARTS CENTER

AGREEMENT made as of the 27 day of June in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Program Manager's client identified as the Owner:
(Name, legal status, address, and other information)

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

and the Program Manager:
(Name, legal status, address, and other information)

Dymaxion Development, LLC
503 Mall Court
Suite 312
Lansing, MI 48912

for the following Project:
(Name, location, and detailed description)

Lansing Performing Arts Center (The Ovation)
As directed by and at the discretion of the Owner, the Project will consist of an approximately 50,000 square feet public media and performing arts center, with parking and other necessary appurtenances and infrastructure. The Project will be located in Lansing, Michigan at the southwest corner of Washington Ave. and Lenawee St. (the "Property"). The Project predominantly will be a new development, but will also include redevelopment of the existing building at 520 S. Washington Ave.

The Owner and Program Manager agree as follows.

TABLE OF ARTICLES

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1.
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.2 Definitions

§ 1.2.1 Unless otherwise specifically defined in this Agreement, terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 1.3 Project Information

§ 1.3.1 The Owner's program for the Project:
(Identify documentation or state the manner in which the program will be developed.)

Program Manager will assist the Owner with development and negotiation of a construction agreement for the completion of the Project.

§ 1.3.2 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographical surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

The Project will consist of a Performing Arts Center within the City of Lansing, Michigan. The Project will consist of three floors. The theatre will consist of a basement and two above-ground floors,. The building will be approximately 50,852 square feet, as depicted in the attached Exhibit – Ovation Floor Plan.

§ 1.3.3 Preliminary assessment of the condition of existing facilities or site, if any:
(Identify or describe written reports of the conditions of existing facilities or site.)

The Project site will include certain Brownfield eligible activities, that apply both to contaminated soils as well as to remediation within the existing building at 520 S. Washington Ave.

§ 1.3.4 Funding source:
(Identify anticipated funding sources, and deadlines or schedules related to funding, as well as whether funding is authorized.)

City of Lansing Limited Tax General Obligation Bonds issued pursuant to a Bond Authorizing Resolution approved by the City Council of the Owner on December 5, 2022.
Additional contributions from the Owner or the City of Lansing Building Authority, if approved.
State of Michigan support, as available, including legislative appropriation of economic development grants.
Additional grants and donations, as available.

§ 1.3.5 The Owner's budget for the Project:
(Provide the Owner's total budget for the Project and, if known, a line-item breakdown of all costs described in Section 3.5.1.)

The parties shall prepare a budget, which may be amended by the Owner as the Project develops.

§ 1.3.6 The Owner's intended procurement or delivery method for design and construction of the Project:
(Identify method such as competitive bid, negotiated contract, multiple prime contracts, or construction management.)

The Program Manager will assist the Owner in negotiating one or more contracts for the design and construction of the Project, and the Program Manager will assist the Owner with management of the construction of the Project.

§ 1.3.7 Anticipated scheduling information:
(Include overall Project duration and milestones. If known, include proposed dates for commencement and completion of design, commencement and completion of construction, occupancy, and any other critical scheduling information for the Project.)

.1 Anticipated dates of Project commencement and completion:

.1 Commencement of design, if other than the date of this Agreement:

« »

.2 Completion of design:

« »

.3 Commencement of construction:

August 1, 2023

.4 Completion of construction:

August 1, 2025

.2 Other Project scheduling information:

§ 1.3.8 Other information regarding the Project:
(Identify any other available studies or reports, as well as special characteristics or needs of the Project, such as historic preservation requirements, not provided elsewhere.)

The Project may include activities pursuant to an amendment of Lansing Brownfield Plan #77.

§ 1.3.9 The Owner's anticipated sustainable objective for the Project, if any:
(Identify the Owner's sustainable objective for the Project such as sustainability certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency.)

The Project will benefit the Owner's municipality and its residents by providing a venue that adds additional arts and entertainment options in the region, further improving the economic viability of the City.

§ 1.4 Project Team
§ 1.4.1 The Owner will retain the following consultants and contractors:
(List name, discipline, address, and other information.)

Wieland – Construction Manager for the Project
Studio Intrigue - Architect/Design for the Project
Robert W. Baird & Co. Incorporated – Municipal Advisor to the Owner
Dykema Gossett PLLC – Bond Counsel and Project Counsel to the Owner

§ 1.4.2 The Program Manager will retain the consultants identified in Sections 1.4.2.1 and 1.4.2.2:

§ 1.4.2.1 Consultants retained under Basic Services:
(List name, discipline, address, and other information.)

CopperRock Construction
Pre-construction and construction consulting
601 Fifth St. NW, Suite 300
Grand Rapids, MI 49504
Triterra
Environmental consulting and testing
1375 S. Washington Ave., Suite 100
Lansing, MI 48910

§ 1.4.2.2 Consultants retained under Additional Services:
(List name, discipline, address, and other information.)

N/A

§ 1.4.3 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other information.)

Shelbi Frayer, City of Lansing Deputy Mayor and Chief Strategy Officer
124 W. Michigan Avenue
Lansing, MI 48933

§ 1.4.4 The persons or entities, in addition to the Owner's representative, who are required to review and approve the Program Manager's submittals to the Owner are as follows:
(List name, address, and other information.)

Dominic Cochran, Director
Lansing Public Media Center
2500 S Washington Avenue
Lansing, MI 48910

§ 1.4.5 The Program Manager identifies the following representative in accordance with Section 2.4:
(List name, address, and other information.)

Jeff Deehan
Dymaxion Development, LLC
503 Mall Court
Suite 312
Lansing, MI 48912
517.712.9793
jeff@dymaxiondevelopment.com

§ 1.5 Other Initial Information on which the Agreement is based:

The Program Manager has been assisting with City with Project site selection and design analysis, but there is not prior contract with the Program Manager.

§ 1.6 The Owner and Program Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Program Manager shall appropriately adjust the schedule, the Program Manager's services, and the Program Manager's compensation.

ARTICLE 2 PROGRAM MANAGER'S RESPONSIBILITIES

§ 2.1 The Program Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Program Manager shall perform its services consistent with the skill and care ordinarily provided by program managers practicing in the same or similar locality under the same or similar circumstances. The Program Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The Program Manager, as soon as practicable after execution of the Agreement, shall confirm in writing to the Owner the names and qualifications of its proposed key staff members. Within 14 days of receipt of the names and qualifications of the Program Manager's proposed key staff members, the Owner may reply to the Program Manager in writing stating (1) whether the Owner has reasonable objection to a proposed key staff member or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14 day period shall constitute notice of no reasonable objection. The Owner retains the right to raise reasonable objections regarding key staff members at any time they arise or become known to the Owner, and to request reasonable changes. The Program Manager shall not staff any employees on the Project to whom the Owner has made reasonable and timely objection. The Program Manager shall not change its key staff members without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 2.4 The Program Manager shall identify a representative authorized to act on behalf of the Program Manager with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Program Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Program Manager's judgment with respect to the Project.

§ 2.6 The Program Manager shall provide its services in cooperation with the services provided by the Owner and the Owner's consultants and contractors and shall coordinate its services with those services provided by the Owner and the Owner's consultants and contractors. The Program Manager shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants and contractors. The Program Manager shall provide prompt written notice to the Owner if the Program Manager becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.7 Insurance. The Program Manager shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Program Manager normally maintains, the Owner shall reimburse the Program Manager for any additional cost as set forth in Section 10.6.3.

§ 2.7.1 Commercial General Liability with policy limits of not less than Two Million Dollars ($ 2,000,000) for each occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury and property damage, plus Commercial Liability Umbrella coverage of Five Million Dollars ($5,000,000). The Owner shall be named as an additional insured on the Program Manager's Commercial General Liability policy and Commercial Liability Umbrella policy.

§ 2.7.2 Automobile Liability covering vehicles owned by the Program Manager and non-owned vehicles used by the Program Manager with policy limits of not less than One Million Dollars ($ 1,000,000) combined single limit and aggregate for bodily injury and property damage along with any other statutorily required automobile coverage. The Owner shall be named as an additional insured on the Program Manager's Automobile Liability policy.

§ **2.7.3** The Program Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.7.1 and 2.7.2.

§ **2.7.4** Workers' Compensation at statutory limits and Employers Liability with policy limits of not less than One Million Dollars ($ 1,000,000).

§ **2.7.5** Professional Liability covering negligent acts, errors, and omissions in the performance of professional services, with policy limits of not less than One Million Dollars ($1,000,000) per claim and in the aggregate.

§ **2.7.6** The Owner shall be an additional insured on the Program Manager's primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations.

§ **2.7.7** The Program Manager shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.7. The certificates will show the Owner as an additional insured on the Commercial General Liability, Automobile Liability, and any excess policies.

ARTICLE 3 SCOPE OF PROGRAM MANAGER'S BASIC SERVICES

§ 3.1 General

§ **3.1.1** The Program Manager's Basic Services consist of those described in this Article 3. The Program Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Program Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs employed in connection with the construction of the Project, nor shall the Program Manager be responsible for the failure of the Owner's consultants or contractors to perform services for, or the construction of, the Project in accordance with the plans, specifications, or other contract or legal requirements. The Program Manager shall be responsible for the Program Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Owner's consultants or contractors.

§ **3.1.2** The Program Manager shall provide the Owner with a preliminary evaluation of the Owner's program, schedule, and construction budget requirements, each in terms of the other.

§ **3.1.3** The Program Manager shall assist the Owner in determining the Owner's need for retaining consultants to provide professional and other services for the Project, and assist the Owner in reviewing qualifications and selecting any such consultants. The Program Manager shall periodically review the development of the design for the Project, and provide recommendations to the Owner for systems, materials, equipment, and techniques that may be utilized to achieve design standards for the Project, if any.

§ **3.1.4** The Program Manager shall assist the Owner in selecting the services of independent testing laboratories, review their reports, and make recommendations, if any, to the Owner based on that review.

§ **3.1.5** The Program Manager shall assist the Owner in coordinating the professional services of surveyors, special consultants, and testing laboratories required for the Project.

§ **3.1.6** The Program Manager shall assist the Owner in reviewing the qualifications of, and in selecting and retaining, the Contractor for Project.

§ **3.1.7** The Program Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project as appropriate.

§ **3.1.8** The Program Manager shall develop a strategy, procedure, and schedule to assist the Owner in obtaining the required reviews and approvals of authorities having jurisdiction over the Project; and shall assist the Owner in connection with the Owner's responsibility for filing documents required for such approvals. The Program Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the Contractor. The Program Manager shall verify that the Owner has paid applicable fees and assessments.

§ 3.1.9 The Program Manager and the Owner shall discuss the feasibility of incorporating sustainable objectives in the Project.

§ 3.1.10 The Program Manager shall retain all Project related documents and information it receives. Upon reasonable notice, the Owner shall have access to all such documents and information. Project participants shall have access to such documents and information only as approved by the Owner. The Program Manager shall preserve such documentation and information for a period of one year from the date of Substantial Completion and at that time provide a copy to the Owner.

§ 3.2 Project Management Plan

§ 3.2.1 In order to ascertain the requirements of the Project, the Program Manager shall review and discuss with the Owner the Initial Information, along with any other information to be furnished by the Owner and listed below.
(List other information to be furnished by the Owner.)

Desired Project details
Project Budget and financing plans
Applicable Brownfield Plan
Project operational costs
Site remediation requirements
AMS Planning & Research Feasibility Study

§ 3.2.2 The Program Manager shall develop and document a Project Management Plan with recommendations for the Owner's internal management of the Project, including a description of, and requirements pertaining to, the following:

.1 Project management approach and organization, including executive, management and team staffing plan and responsibilities;
.2 Project planning and development activities, including strategic planning; prioritizing; and defining scope, schedule, and budget for the Project;
.3 Cost estimates, if selected in Section 4.1;
.4 Project management controls, including scope, budget/cost, schedule, and quality management plan;
.5 Procurement strategies and procedures, including strategy for procurement of design services and construction; procedures for pre-purchase of material, systems, and equipment; procedures for evaluating and approving substitutions; and strategy for affirmative action or diversity planning;
.6 Authorization processes and procedures, including administrative approval processes and responsibilities, and key documentation for: professional services and preconstruction services; processes and procedures for Project construction procurement, such as award, contracting, notice to proceed, Change Orders, payment certification; and Project closeout;
.7 Project communication procedures, including systems, meetings, reporting, investigation, and records;
.8 Development of design process guidelines, including coordination and permit process;
.9 Development of construction process guidelines, including preconstruction and construction administration services, construction phase processes and procedures, program coordination, Change Order management, commissioning, and Project closeout procedures; and
.10 Project acceptance and turnover guidelines relating to contract completion and closeout management, including record documentation, manuals and warranties.

§ 3.2.3 The Project Management Plan shall also include the Program Manager's recommendations regarding the delivery method for design and construction of the Project.

§ 3.2.4 The Program Manager shall obtain the Owner's approval of the Project Management Plan, and any subsequent revisions to the Project Management Plan.

§ 3.3 Information Management and Standards

§ 3.3.1 The Information Management System is a web-based system used to distribute Project related information. Unless otherwise indicated in Section 3.3.2 below, the Program Manager shall implement a File Sharing System, as described in Section 3.3.3, as the Information Management System for the Project.

§ 3.3.2 If the Program Manager is to implement an Information Management System other than the File Sharing System, check the appropriate box below. If the Program Manager is not going to implement an Information

Management System, select "None" below. Nothing in this Section 3.3 is intended to relieve the Program Manager of the information retention obligations set forth in Section 3.1.10.

[« »] Project Management Information System (pursuant to section 3.3.4 below)

[« »] Other Information Management System
(Describe in detail the web-based system to be implemented, maintained and upgraded, as necessary, by the Program Manager.)

« »

[X] None

§ 3.3.3 File Sharing System. The Program Manager shall implement, maintain, and upgrade as necessary, a web-based File Sharing System to be used to receive and distribute Project Reports, Project Schedules, and other information as agreed by the Owner and the Program Manager.

§ 3.3.4 Project Management Information System. The Program Manager shall implement, maintain, and upgrade as necessary, a web-based Project Management Information System to be used to receive, distribute, and maintain Project Reports, Project Schedules, and other information as agreed by the Owner and the Program Manager. Activities under the Project will be scheduled and documented through the Project Management Information System. The Project Management Information System shall organize information by activity or other relevant categories, as determined by the Program Manager and Owner. The Program Manager shall collect information pertaining to the Project, and update the Project Management Information System on a weekly basis unless otherwise agreed. The Project Management Information System shall contain, at a minimum, the current status on contracts, budget, and schedule, and the documents identified in this Section 3.3.4, including the following:

.1 The Contract Documents
.2 Addenda
.3 Change Orders and Construction Change Directives
.4 Modifications
.5 Construction schedules and submittal schedules
.6 Requests for information and any responses, logs, or compilations pertaining to requests for information
.7 Approved Shop Drawings, Product Data, and similar required submittals
.8 Certificates of insurance received from the Contractor
.9 Consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment
.10 Affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens
.11 Minutes for any meeting the Program Manager attends
.12 Any other documentation required of the Contractor under the Contract Documents, including warranties and similar submittals
.13 Other

« »

§ 3.3.5 The Owner shall have access to all information in the Information Management System. Other Project participants shall have access to specific information only as approved by the Owner. The Program Manager shall preserve the documentation and information contained in the Information Management System for a period of one year from the date of Substantial Completion and at that time provide a copy of all documentation and information contained in the Information Management System to the Owner.

§ 3.3.6 The Program Manager shall develop protocols and standards for the exchange and use of information in digital form to be integrated into the Information Management System. The Program Manager shall provide information to the Owner and the Owner's consultants and contractors, as required, regarding the use of the Information Management System.

§ 3.4 Project Report. On a monthly basis, or as otherwise agreed to by the Owner, the Program Manager shall prepare a Project Report. The Project Report shall include the following:

.1 A summary update of the Project status, including photographs to document the progress of the Project

.2 An updated Project Schedule
.3 Actual and anticipated costs related to the Project
.4 Cost and payment reports for each consultant and construction contract
.5 Updated cash flow projections
.6 Tests and inspection reports
.7 A status report of nonconforming and rejected Work
.8 Proposed and approved Change Orders
.9 Any actual or potential claims pertaining to the Project
.10 A status update of the Contractor's submittals
.11 Other

« »

§ 3.5 Project Budget Control

§ 3.5.1 If the Owner has not established a budget for the Project, the Program Manager and the Owner shall collaborate to prepare a Project Budget, which shall include the costs for the Program Manager's services, the costs of the services of the Owner's other consultants, the costs for design and construction of the Project, reasonable cost contingencies, and additional cost projections and information as necessary. Owner's approval of the Project Budget must be in writing. On a monthly basis, or as otherwise agreed to by the Owner, the Program shall update and provide reports on the Project Budget. If a Project Management Information System is selected in Section 3.3, the Program Manager shall organize the Project Budget in a manner that will allow costs to be tracked using the Project Management Information System.

§ 3.5.2 The Program Manager shall develop and implement a system of budget and cost controls to assist the Owner in the management of Project costs. The Program Manager shall prepare cash flow projections of costs for the Project.

§ 3.5.3 The Program Manager shall share information regarding the Project Budget with the Owner's consultants as authorized by the Owner.

§ 3.5.4 The Program Manager shall report the impact on the Project Budget of contracts and Modifications proposed by the Owner and the Owner's consultants and contractors.

§ 3.6 Project Schedule Control

§ 3.6.1 The Program Manager shall prepare a Project Schedule showing priorities, sequences, durations, and responsible parties, for major design, pricing, construction, and Owner activities. The Project Schedule shall also identify critical milestone dates and schedule contingencies. As the Project progresses, the Program Manager shall update the status and expand the level of detail of the Project Schedule. The Project Schedule shall also incorporate or identify

.1 dates for approvals and permits;
.2 the design and construction schedules, including dates of commencement and completion, and other Project milestones;
.3 Project components that need to be ordered or procured by the Owner, if any; and
.4 the Owner's occupancy requirements, and any portions of the Project having occupancy priority.

§ 3.6.2 The Program Manager shall provide recommendations for sequencing and phasing to meet overall Project objectives.

§ 3.6.3 The Program Manager shall monitor and report on the progress of the Project and advise the Owner of observed deviations from the Project Schedule or key milestones that may impact Substantial Completion or final completion. The Program Manager shall include the reports in the Project Management Information System if selected in Section 3.3. The Program Manager shall consult with the Owner and the Owner's consultants and contractors and assist the Owner in developing recovery plans when the schedules or objectives are not being met.

§ 3.7 Project Quality Control

§ 3.7.1 The Program Manager shall establish quality control guidelines, that the Owner may include in agreements between the Owner and the Owner's consultants or contractors, and distribute them through the Information Management System, if one is selected in Section 3.3.

§ 3.7.2 The Program Manager shall confirm that the Contractor has prepared a safety program and quality control plan.

§ 3.7.3 Unless the Program Manager shall provide on-site representation as an additional service pursuant to Section 4.2.1, the Program Manager shall visit the site at intervals appropriate to the state of construction, or at the specific intervals or milestones set forth in Section 3.7.3.1, to become generally familiar with the progress and quality of the portion of the Work completed.

§ 3.7.3.1 If the Program Manager is required to visit the site at specific intervals or milestones, set forth such intervals or milestones below.

At least weekly.

§ 3.7.4 The Program Manager shall advise the Owner of observations it makes regarding deficiencies in the performance of the Owner's consultants and contractors.

§ 3.8 Other Services

§ 3.8.1 Subject to Sections 4.3.1 and 4.5.1, upon the Owner's written request, the Program Manager shall provide reasonable assistance in the areas of community and public relations, in order to enhance and maintain public awareness in furtherance of the interests of the Project and the Owner.

§ 3.8.2 The Program Manager shall schedule and conduct meetings with the necessary Project participants to coordinate the progress of the Project. The Program Manager shall also prepare minutes of such meetings. The Program Manager shall include its meeting minutes, as appropriate, in the Project Management Information System if selected in Section 3.3.

§ 3.8.3 The Program Manager shall assist the Owner in preparing construction contracts and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by the Contractor.

§ 3.8.4 The Program Manager shall assist the Owner in selecting the dispute resolution procedures to be included in the agreements between the Owner and consultants and contractors for disputes arising out of the Project.

§ 3.8.5 Upon the written request of the Owner, the Program Manager shall evaluate and provide input to the Owner on claims arising out of the Project.

ARTICLE 4 ADDITIONAL SERVICES

Additional Services listed below are not included in Basic Services but may be required for the Project.

§ 4.1 Cost Estimating Services

The Program Manager shall provide to the Owner the services in this Section that are designated by a check or "X" in the box adjacent to the listed service. The Owner shall compensate the Program Manager for the Additional Services selected in this Section 4.1 as set forth in Section 10.3.

(Designate the services the Program Manager shall provide by placing a check or "X" in the box adjacent to the listed service. If necessary, provide expanded or modified descriptions of the designated services in the section or in an exhibit attached to this document.)

X	**§ 4.1.1** Based on the preliminary design and other design criteria prepared by the Architect and provided by the Owner, the Program Manager shall prepare a written preliminary estimate of the Cost of the Work using area, volume, or similar conceptual estimating techniques. If the Architect suggests alternative materials and systems, at the request of the Owner the Program Manager shall provide written cost evaluations of those alternative materials and systems, and may also provide its own suggestions for review and consideration by the Owner. The Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractor's general conditions costs, overhead, and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work, or other costs that are the responsibility of the Owner.
X	**§ 4.1.2** As the Architect progresses with the preparation of the schematic design, design development, and construction documents, the Program Manager shall prepare and update, at appropriate intervals agreed to by the Owner and Program Manager, written estimates of the Cost of the Work in increasing detail and refinement. The Program Manager shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in the estimates of the Cost of the Work. The Program Manager shall advise the Owner in writing if it appears that the Cost of the Work may

	exceed the Project Budget and make recommendations for corrective action to be considered by the Owner and Architect, and if appropriate, incorporated by the Architect.
X	**§ 4.1.3** The Program Manager shall provide written recommendations regarding add and deduct alternates to be considered by the Owner and Architect, and if appropriate, incorporated by the Architect in the Drawings and Specifications.

§ 4.2 Construction Contract Administration Services

The Program Manager shall provide to the Owner only the services in this Section that are designated by a check or "X" in the box adjacent to the listed service. The Owner shall compensate the Program Manager for the Additional Services selected in this Section 4.2 as set forth in Section 10.3.

(Designate the services the Program Manager shall provide by placing a check or "X" in the box adjacent to the listed service. If necessary, provide expanded or modified descriptions of the designated services in the section or in an exhibit attached to this document.)

X	**§ 4.2.1** The Program Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Program Manager shall determine in general that the Work of the Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner and Architect in writing of observed defects and deficiencies in the Work.
X	**§ 4.2.2** The Program Manager shall review information regarding tests and inspections provided by the Contractor, and provide written comments to the Owner, for consideration by the Owner and Architect, regarding any questions or concerns the Program Manager has with the information provided by the Contractor.
X	**§ 4.2.3** If the Program Manager reasonably believes the Architect should reject Work or require additional inspection or testing of the Work, the Program Manager shall promptly recommend such actions to the Owner and Architect in writing. The Program Manager shall also recommend to the Owner, in writing, courses of action when requirements of a contract are not being fulfilled. The Program Manager shall include all recommendations required by this Section 4.2.3 in its Project Reports.
X	**§ 4.2.4** The Program Manager shall review the Contractor's Applications for Payment and provide written recommendations, if any, to the Owner and Architect.
X	**§ 4.2.5** If requested by the Architect and Owner, the Program Manager shall evaluate Contractor requests for information regarding the Contract Documents and provide written recommendations to the Owner and Architect.
X	**§ 4.2.6** When requested by the Owner, the Program Manager shall review requests for changes, assist the Owner and Architect in evaluating and negotiating Contractors' proposals, and submit written recommendations to the Architect and Owner. Upon request by the Owner, the Program Manager will review Change Orders and Construction Change Directives prepared by the Architect and provide written comments regarding any questions or concerns the Program Manager has regarding the Change Orders or Construction Change Directives.
	§ 4.2.7 The Program Manager shall review the Contractor's daily logs and other similar relevant data as the Owner may require, and provide written comments to the Owner regarding any questions or concerns the Program Manager has regarding the daily logs or other data.
X	**§ 4.2.8** The Program Manager shall evaluate whether the Work, or a designated portion thereof, is substantially complete and provide its written recommendations to the Owner and Architect. Upon the Contractor's completion of the Work, the Program Manager shall inspect the Work and provide written recommendations to the Owner and Architect.
X	**§ 4.2.9** With the Architect and the Owner's maintenance personnel, the Program Manager shall observe the Contractor's final testing and start-up of utilities, operational systems and equipment, and observe any commissioning as the Contract Documents may require.
X	**§ 4.2.10** The Program Manager shall assist the Owner in establishing a procedure for tracking and submission of records, warranties, guarantees, and documents pertaining to systems verification and Project close-out. The Program Manager shall deliver to the Owner all keys, manuals, record drawings, and maintenance stocks it receives from the Contractor.
X	**§ 4.2.11** The Program Manager shall review the Contractor's final Application for Payment and provide written recommendations, if any, to the Owner and Architect.
X	**§ 4.2.12** Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Program Manager shall, without additional compensation, attend a meeting with the Owner and Architect to review the facility operations and performance.

§ 4.3 The Program Manager shall provide the listed Additional Services only if specifically designated in the table below as the Program Manager's responsibility, and the Owner shall compensate the Program Manager as provided in Section 10.3.
(Designate the Additional Services the Program Manager shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.4 or in an attached exhibit. If in an exhibit, identify the exhibit. AIA Contract Document numbers are cited, where applicable, to provide a basis for the proposed scope of services, but may need to be revised to be applicable in the program management context.)

Services	**Responsibility** *(Program Manager, Owner or not provided)*	**Location of Service Description** *(Section 4.4 below or in an exhibit attached to this document and identified below)*
§ 4.3.1 Community communications not included in Section 3.8.1		
§ 4.3.2 Capital campaign support	Program Manager	
§ 4.3.3 Assistance with sustainability certifications		
§ 4.3.4 Affirmative action/diversity compliance and outreach		
§ 4.3.5 Existing facilities analysis	Program Manager	
§ 4.3.6 Site Selection Analysis (B203™–2007)	Program Manager	
§ 4.3.7 Economic analysis	Program Manager	
§ 4.3.8 Programming (B202™–2009)		
§ 4.3.9 Master planning	Program Manager	
§ 4.3.10 Design standards services	Program Manager	
§ 4.3.11 Early procurement of materials and equipment	Program Manager	
§ 4.3.12 FF&E procurement coordination		
§ 4.3.13 Life cycle analysis		
§ 4.3.14 Move management	Program Manager	
§ 4.3.15 Coordination of hazardous material testing or abatement		
§ 4.3.16 Payroll compliance services		
§ 4.3.17 Stakeholder relationships management	Program Manager	

§ 4.4 Insert a description of each Additional Service designated in Section 4.3 as the Program Manager's responsibility, if not further described in an exhibit attached to this document.

The services noted in Section 4.3 are self-explanatory and are those as clarified between the Owner and Program Manager.

§ 4.5 Additional Services may be provided after execution of this Agreement without invalidating this Agreement. Except for services required due to the fault of the Program Manager, any Additional Services provided in accordance with this Section 4.5 shall entitle the Program Manager to compensation pursuant to Section 10.4.

§ 4.5.1 Upon recognizing the need to perform the following Additional Services, the Program Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Program Manager shall not proceed to provide the following services until the Program Manager receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information; a change to previous instructions or approvals given by the Owner; or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's Project Schedule or Project Budget, or procurement or delivery methods listed in Section 1.3.6;

.2 Services necessitated by the enactment or revision of codes, laws or regulations, or by official interpretations, after the date of this Agreement;

.3 Preparation for, and attendance at, public presentations, meetings, or hearings, in excess of four (4) total hours will be billed at $450 for principals and $350 for project managers;

.4 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Program Manager is party thereto;
.5 Services required to assist in the repair or replacement of any elements of construction for any cause except the negligence of the Program Manager; or
.6 Services required by deficiencies in the performance or default of Owner's consultants or contractors.

§ **4.5.2** If the services covered by this Agreement have not been completed within thirty-six (36) months of the date of this Agreement, through no fault of the Program Manager, an extension of the Program Manager's services beyond that time shall be compensated as Additional Services pursuant to Section 10.4.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ **5.1** The Owner shall provide and update information regarding requirements for, and limitations on, the Project in a timely manner, including the information in Article 1; information pertaining to other objectives, schedule constraints and criteria, and site requirements; and any other information either described in Article 5 or required for the Program Manager to perform its services.

§ **5.2** The Owner shall collaborate with the Program Manager to establish and periodically update the Project Budget including (1) the Program Manager's costs, (2) design and constructions costs, (3) the Owner's other costs, and (4) reasonable contingencies related to all of these costs. The Owner shall promptly notify the Program Manager if the Owner if significantly increases or decreases the Project Budget.

§ **5.3** The Owner shall retain all contractors and consultants necessary to carry out the Project except for those consultants retained by the Program Manager as listed in Section 1.4.2. The Owner shall provide the Program Manager with a copy of all executed agreements between the Owner and its consultants and contractors, and any modifications to those agreements. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided, and require that its contractors maintain commercial general liability insurance and other liability insurance as appropriate to the services or work provided. The Owner shall require all contractors to name the Program Manager and its consultants as Additional Insureds on all insurance policies where available.

§ **5.4** The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Program Manager's services.

§ **5.5** The Owner shall furnish surveys to describe the physical characteristics, legal limitations, utility locations and written legal description of the Project site. The survey and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to an appropriate benchmark.

§ **5.6** The Owner shall furnish services of a geotechnical engineer, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests, and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ **5.7** The Owner shall furnish tests, inspections, and reports required by law or the Project, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ **5.8** The Owner shall furnish all legal, insurance, financing, and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ **5.9** The Owner shall provide, and shall require that its consultants and contractors provide, prompt written notice to the Program Manager if they become aware of any fault or defect in the Project, including errors, omissions or inconsistencies in any documents produced by, or services provided by, the Program Manager.

§ **5.10** In the agreements between the Owner and the Owner's consultants or contractors, the Owner shall include a duty that the consultant or contractor cooperate with the Program Manager and provide information and documents reasonably necessary for the Program Manager to prepare and update the Project Management Plan or as otherwise required for the Program Manager to perform its services.

§ 5.11 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Program Manager's consultants through the Program Manager about matters arising out of or relating to the Project. The Owner shall communicate with its own forces, consultants, and contractors, and coordinate its own internal information and communications that are necessary for the Project. The Owner shall notify the Program Manager as needed of any such communication that affects the Project. The Owner shall notify the Program Manager of any direct communications that may affect the Program Manager's services.

§ 5.12 The Owner shall provide the Program Manager access to the Project site and other facilities under the Owner's control and associated with the Project. The Owner shall obligate its contractors to provide the Program Manager access to the Project site wherever Work is in preparation or progress.

§ 5.13 The Owner shall purchase and maintain, or require its contractors to purchase and maintain, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial contract sum, plus the value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. This policy shall cover reasonable compensation for Program Manager's services and expenses required as a result of such insured loss.

ARTICLE 6 COPYRIGHTS AND LICENSES

§ 6.1 The Program Manager assigns to the Owner its rights, including copyright, in its Instruments of Service. The Program Manager shall obtain a similar assignment to the Owner from the Program Manager's consultants consistent with this Agreement. For purposes of this Agreement, Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Program Manager, the Owner, and their consultants and contractors under their respective services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models, and other similar materials.

§ 6.2 The Program Manager and Owner warrant that in transmitting any information, including Instruments of Service, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 6.3 The Owner shall have exclusive ownership of all data in the Information Management System and the Project Management Plan developed or contributed by the Program Manager or the Program Manager's consultants and contractors. Ownership of the data in the Information Management System and the Project Management Plan does not include ownership of any proprietary software developed, owned or licensed by the Program Manager and used in connection with the collection, manipulation, or publication of the data in the Information Management System and the Project Management Plan. Unless the Owner pays the licensing fee described in Section 10.7, the Owner's right to use any such proprietary software shall terminate at the time of termination of this Agreement. The Program Manager shall take all steps reasonably necessary to allow the Owner to exercise the Owner's rights to own and utilize the data in the Information Management System and the Project Management Plan after termination of the Owner's rights to use any proprietary software. The Program Manager shall include provisions consistent with the provisions in this Section 6.3 in the Program Manager's agreements with the Program Manager's consultants. If the Program Manager rightfully terminates this Agreement as provided in Article 8, the Program Manager's obligations under, and the Owner's rights to further use of proprietary software granted in, this Section 6.3 shall terminate. Ownership of data obtained from, or compiled, developed, or contributed by, the Owner's consultants or contractors will be controlled by the terms of the Owner's agreements with those consultants or contractors.

ARTICLE 7 CLAIMS AND DISPUTES

§ 7.1 General

§ 7.1.1 The Owner and Program Manager shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other, arising out of or related to this Agreement, in accordance with the requirements of the method of binding dispute resolution selected in this Agreement, within the period specified by applicable law, but in any case not more than 6 years after the date of Substantial Completion of the Work on the Project. The Owner and Program Manager waive all claims and causes of action not commenced in accordance with this Section 7.1.1.

§ 7.1.2 To the extent damages are covered by property insurance required under Section 5.13, the Owner and Program Manager waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in Section 5.13. The Owner or the Program Manager, as appropriate, shall require of their contractors, consultants, and agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 7.1.3 The Program Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Program Manager, its employees and its consultants in the performance of services under this Agreement. The Program Manager's duty to indemnify the Owner under this provision shall be limited to the amount of stated limits of insurance coverage.

§ 7.1.4 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to a meet and confer session. The Owner and Program Manager shall endeavor to resolve claims, disputes and other matters in question during the meet and confer session. The meet and confer session shall be attended by the Owner and Program Manager or their authorized representatives who shall have the authority to bind the parties. The meet and confer session shall take place within thirty (30) days after a written request by either party, unless the parties mutually agree otherwise. Prior to the meet and confer session, the parties shall exchange relevant information that will assist in resolving the claim, dispute or controversy. If the parties reach a mutually acceptable resolution, they shall prepare appropriate documentation memorializing the resolution. If the parties cannot reach a mutually acceptable resolution, they shall proceed in accordance with Section 7.2.4.

§ 7.2 Mediation
§ 7.2.1 [Reserved]

§ 7.2.2 [Reserved]

§ 7.2.3 [Reserved]

§ 7.2.4 If the parties do not resolve a dispute through meet and confer pursuant to this Section 7.1, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Program Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[« »] Arbitration pursuant to Section 7.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[« »] Other: (Specify)

« »

§ 7.3 Arbitration
§ 7.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 7.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 7.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 7.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 7.3.4 Consolidation or Joinder

§ 7.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 7.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 7.3.4.3 The Owner and Program Manager grant to any person or entity made a party to an arbitration conducted under this Section 7.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Program Manager under this Agreement.

ARTICLE 8 TERMINATION OR SUSPENSION

§ 8.1 If the Owner fails to make payments to the Program Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Program Manager's option, cause for suspension of performance of services under this Agreement. If the Program Manager elects to suspend services, the Program Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Program Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Program Manager shall be paid all validly payable sums due prior to suspension and any expenses incurred in the interruption and resumption of the Program Manager's services. The Program Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.2 If the Owner suspends the Project, the Program Manager shall be compensated for services performed prior to notice of such suspension. The Program Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Program Manager, the Program Manager may terminate this Agreement by giving not less than seven days' written notice and shall be compensated in accordance with Section 8.6.

§ 8.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 8.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Program Manager for the Owner's convenience and without cause.

§ 8.6 In the event of termination not the fault of the Program Manager, the Program Manager shall be compensated for services performed prior to termination, together with Reimbursable Expenses.

§ 8.7 Termination Expenses. Other than as provided for in Section 8.6, there are no additional Termination Expenses.

§ 8.8 In the event of termination of this Agreement, the Owner's rights to use information and materials provided by the Program Manager are set forth in Article 6.

ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 This Agreement shall be governed by the laws of the State of Michigan.

§ **9.2** The Owner and Program Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Program Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ **9.3** If the Owner requests the Program Manager to execute certificates, the proposed language of such certificates shall be submitted to the Program Manager for review at least 7 days prior to the requested dates of execution. If the Owner requests the Program Manager to execute consents reasonably required to facilitate assignment to a lender, the Program Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Program Manager for review at least 7 days prior to execution. The Program Manager shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ **9.4** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Program Manager.

§ **9.5** Unless otherwise required in this Agreement, the Program Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ **9.6** The Program Manager shall have the right to include photographs of the Project among the Program Manager's promotional and professional materials. The Program Manager shall be given reasonable access to the Project to take photographs. However, the Program Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Program Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Program Manager in the Owner's promotional materials for the Project.

§ **9.7** If the Program Manager or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 9.7.1.

§ **9.7.1** If the Program Manager or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 9.7.

§ **9.8** Written notice shall be deemed to have been duly served if delivered in person to the individual or sent by registered or certified mail or by courier service providing proof of delivery or by email addressed to the parties at their email addresses specified below with a confirmation copy delivered the same day in person or by overnight delivery, and will be effective upon the earlier of receipt or refusal or failure to accept receipt if sent to the parties at the following addresses:

If to Owner: Office of the Mayor, City of Lansing
124 W Michigan Avenue, 9th Floor
Lansing, MI 48933
Att'n: Shelbi Frayer
shelbi.frayer@lansingmi.gov

With a copy to: Jarrod Smith
Dykema Gossett PLLC
201 Townsend Street
Suite 900
Lansing, MI 48933

If to Program Manager: Jeff Deehan
Dymaxion Development, LLC
503 Mall Court
Suite 312
Lansing, MI 48912
jeff@dymaxiondevelopment.com

With a copy to: David Pierson
McClelland & Anderson, LLP
1142 S. Washington Ave.
Lansing, MI 48910
dpierson@malansing.com

§ 9.9 [Reserved].
(Insert stipulated sum or method of calculation for the amount to be paid to the Program Manager.)

« »

ARTICLE 10 COMPENSATION

§ 10.1 For the Program Manager's Basic Services described under Article 3, the Owner shall compensate the Program Manager as follows:
(Insert amount of, or basis for, compensation, including stipulated sums, hourly or monthly billing rates, direct salary expense plus multiple, or monthly fee.)

(a) Three percent (3%) of the amount of the total actual hard and soft Project costs, together with certain Program Manager's overhead costs approved in writing by the Owner, and net of any Predevelopment Program Management Expenses as contemplated in § 10.6.1.6 (in the aggregate, not to exceed $600,000.00) (Program Manager Fee). For the avoidance of doubt, the overall Program Manager Fee will be reduced by the amount of any Predevelopment Program Management Expenses paid to the Program Manager, and the Program Manager's Fee, overhead costs and such Predevelopment Program Management Expenses shall not be included as Project costs.

(b) The Program Manager Fee shall be payable to Program Manager on a monthly basis, based upon all actual hard and soft Project costs for the prior month. At the beginning of each month, the Program Manager will provide the prior month's hard and soft Project costs to the Owner. Within thirty (30) days after receipt, the Owner will either request any additional information, raise any objection relating the costs submitted, or make payment to the Program Manager. With respect to any requests for additional information or objections, once such additional information is provided or any objections are cured, the Owner will make payment to the Program Manager.

(c) At the conclusion of the Project, or upon Termination of the Agreement, the Owner and the Program Manager agree to reconcile all Program Manager Fee payments, and to adjust the aggregate compensation, either by additional payment to the Program Manager or by a refund from the Program Manager to the Owner, to reflect any increase or decrease in actual hard and soft Project costs, when compared to the Program Budget, so that final, total compensation is equal to three percent (3%) of actual hard and soft Project costs (not exceeding the maximum Program Manager Fee stated above)

§ 10.2 The hourly labor cost rates and billing rates for services of the Program Manager and the Program Manager's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Program Manager's and Program Manager's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate
Principal	$450 per hour

Project Manager	$350 per hour
CopperRock Construction, Site Superintendent	$95 per hour
CopperRock Construction, Project Manager	$65 per hour
Triterra, Principal/Scientist/Geologist/Engineer	$190 per hour

§ 10.3 For Additional Services designated in Sections 4.1, 4.2, or 4.3, the Owner shall compensate the Program Manager as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Compensation for all services identified in this Agreement as of its date are addressed in Section 10.1. See attached Exhibit, if any, regarding Compensation for Additional Services not documented pursuant to this Agreement. If applicable, such Exhibit may be amended from time to time.

§ 10.4 For Additional Services that may arise during the course of the Project, including those under Section 4.5, the Owner shall compensate the Program Manager as follows:
(Insert amount of, or basis for, compensation.)

Compensation for all services identified in this Agreement as of its date are addressed in Section 10.1. See attached Exhibit, if any, regarding Compensation for Additional Services not documented pursuant to this Agreement. If applicable, such Exhibit may be amended from time to time.

§ 10.5 Compensation for Additional Services of the Program Manager's consultants when not included in Sections 10.3 and 10.4 shall be the amount invoiced to the Program Manager plus zero percent (0.00 %), or as otherwise stated below:

Additional Services and related compensation will be addressed pursuant to an amendment or supplement to this Agreement or pursuant to a separate agreement.

§ 10.6 Compensation for Reimbursable Expenses

§ 10.6.1 Except as noted in §10.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Program Manager and the Program Manager's consultants directly related to the Project, as follows:

- **.1** Transportation and out-of-town travel and subsistence, approved by the Owner;
- **.2** Long distance services, data and communication services, teleconferences;
- **.3** Fees paid for securing approval of authorities having jurisdiction over the Project;
- **.4** Fees paid for testing, surveys or other data obtained at the request of the Owner;
- **.5** Software licenses approved by the Owner;
- **.6** Predevelopment Program Management Expenses, in the amount of $49,572;
- **.7** Printing, reproductions, plots, standard form documents;
- **.8** Postage, handling, and delivery;
- **.9** Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- **.10** Professional photography and presentation materials requested by the Owner;
- **.11** Site office expenses, if authorized in advance by the Owner;
- **.12** Customization of the Information Management System as authorized in writing in advance by the Owner;
- **.13** Cost of any equipment for facilitation of the Project, including dedicated office equipment, measuring equipment, and transportation equipment as may be authorized by Owner; and
- **.14** Other similar Project-related expenditures agreed upon by the parties.

§ 10.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Program Manager and the Program Manager's consultants.

§ 10.6.3 If the insurance requirements listed in Section 2.7 exceed the types and limits the Program Manager normally maintains and the Program Manager incurs additional costs to satisfy such requirements, the Owner shall reimburse the Program Manager for such costs as set forth below:

N/A

§ 10.7 Compensation for Use of Program Manager's Proprietary Software
If the Owner terminates the Program Manager for its convenience under Section 8.5, or the Program Manager terminates this Agreement under Section 8.3, or upon completion of the Program Manager's services under this Agreement, the Owner shall pay a licensing fee, as compensation for the Owner's continued use of the Program Manager's proprietary software developed and owned by the Program Manager in accordance with Section 6.3, as follows:

N/A

§ 10.8 Payments to the Program Manager
§ 10.8.1 An initial payment of zero dollars ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 10.8.2 Payment of the Predevelopment Program Management Expenses, in the amount of $49,572, shall be made as soon as reasonably possible after execution of this Agreement, based on the availability of financing proceeds to make the payment. Thereafter, unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Program Manager's invoice. Amounts unpaid ninety (90) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Program Manager.
(Insert rate of monthly or annual interest agreed upon.)

The prime rate, as published in the *Wall Street Journal* on the day that interest begins accruing, plus 1% (one percent).

§ 10.8.3 The Owner shall not withhold amounts from the Program Manager's compensation to impose a penalty or liquidated damages on the Program Manager, or to offset sums requested by or paid to contractors or other consultants for the cost of changes to the Project, unless the Program Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 10.8.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of three years after the termination or completion of this Agreement.

ARTICLE 11 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:

Program and Work Product Ownership:

The Owner will own all components of the Project, except for material, knowledge and information consisting of the Program Manager's intellectual property, and provided that such property is not critical to the Owner's operation of the Project. In the event such property is critical to the Owner's operation of the Project, the Program Manager shall be compensated for the use or transfer of its property.

The Program Manager and Owner acknowledge that any work product resulting from the Agreement, as amended, relating to the Project will be retained for the benefit of the Owner, regardless of whether such work product has been delivered to the Owner.

Assignment of Interest:

Neither the Owner nor the Program Manager shall assign, pledge or otherwise encumber, for security or otherwise, any portion of its interest in this Agreement without the consent of the other party.

Agreement Not to Compete:

The Program Manager will not knowingly take any actions or use any information learned in connection with the Project to adversely affect the Owner's other projects. The Owner will not knowingly take any actions or use any information learned in connection with the Project to adversely affect the Program Manager's other projects

General Provisions:

This Agreement may be executed in counterparts, each of which will be deemed original, but all of which, together, will constitute one instrument.

This Agreement will not be construed against the party who prepared it but will be construed as though prepared by both parties. This Agreement will be construed, interpreted, and governed by the laws of the State of Michigan, and, with respect to any dispute hereunder, jurisdiction and venue will lie with the state courts sitting in Michigan, or the United States Federal District Court for the Western District of Michigan.

If any portion of the Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable such portion will be deemed severed from the Agreement and the remaining parts will continue in full force as though such invalid or unenforceable provision had not been part of the Agreement.

No officer, director, shareholder, employee, agent, or other person authorized to act for and on behalf of either will be personally liable for any obligation, express or implied, hereunder.

The failure of either party to insist in any one or more cases upon the strict performance of any of the other party's obligations under this Agreement or to exercise any right or remedy herein contained will not be construed as a waiver or a relinquishment for the future of such obligation, right or remedy.

The terms, covenants, agreements, provisions, and conditions contained herein will bind and inure to the benefit of the parties hereto, their successors and assigns.

Each party shall execute such other documents as may be reasonably necessary or proper for the consummation of the transactions contemplated by this Agreement.

The headings and captions in the Agreement are inserted for convenience only and shall not be used to define, limit or describe the scope of this Agreement or of any obligations created hereby.

Except as expressly limited by the terms of this Agreement, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Program Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Program Manager.

§ 12.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document C172™–2014, Standard Form Agreement Between Owner and Program Manager for use on a Single Project

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:

« »

.3 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

See attached Exhibits supplementing this Agreement.

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*	**PROGRAM MANAGER** *(Signature)*
Andy Schor, Mayor City of Lansing	Jeff Deehan, Manager Dymaxion Development, LLC
(Printed name and title)	*(Printed name and title)*

076492.000040 4893-3741-4480.5

Approved as to form

Gregory S. Venker P81780

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*	**PROGRAM MANAGER** *(Signature)*
Andy Schor, Mayor City of Lansing	Jeff Deehan, Manager Dymaxion Development, LLC
(Printed name and title)	*(Printed name and title)*

076492.000040 4893-3741-4480.5

CITY OF LANSING, MICHIGAN

ORDINANCE NO. 1218

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN TO AMEND SECTION 206.05 OF THE CITY OF LANSING CODIFIED ORDINANCES TO PROVIDE FOR SOLE SOURCE PROCUREMENT OF SUPPLIES, SERVICES, OR CONSTRUCTION ITEMS AND SETTING THE CRITERIA FOR SUCH PROCUREMENT

THE CITY OF LANSING ORDAINS:

SECTION ONE: Section 206.05 of Part 2, Title 2, Chapter 206 of the City of Lansing Codified Ordinances is amended to read as follows:

206.05. - Sole source procurement.

(A) A contract for supplies, services or construction items may be awarded by the Mayor or Director, whoever is applicable, without competitive sealed bids when the Director, HAVING PERFORMED A WRITTEN ANALYSIS WITH FINDINGS PURSUANT TO THIS SECTION, determines, after conducting a good faith review of available sources AND APPLYING THE CRITERIA SET FORTH IN Section 206.05 (C), that there is only one source for supplying the requested supply, service or construction item AND NO OTHER REASONABLE ALTERNATIVE SOURCE EXISTS. The Director, along with a representative from the requesting using agency, shall conduct negotiations as appropriate. The written documentation shall be available for public inspection in the Finance Department.

(B) The sole source procurement shall be made at the lowest obtainable price and the Mayor OR DIRECTOR shall submit a WRITTEN report, INCLUDING THE ANALYSIS AND FINDINGS REQUIRED IN SECTION 206.05, WITHIN THIRTY DAYS FROM THE DATE the transaction is CONSUMMATED, to the City Clerk and CITY Council identifying sole source procurement contracts equal to or in excess of $15,000.00 awarded by the City, the name of the firm(S) involved, and the prices the contracts were awarded for.

(C) THE CRITERIA TO BE FOLLOWED BY THE DIRECTOR IN DETERMINING THAT THERE IS ONLY ONE SOURCE FOR SUPPLYING THE REQUESTED SUPPLY, SERVICE, OR CONSTRUCTION ITEM ARE:

(1) SPECIAL FEATURES ARE REQUIRED; OR

(2) SPECIAL MARKET CONDITIONS EXIST; OR

(3) SPECIAL SERVICES OR FACILITIES ARE REQUIRED; OR

(4) THE SOURCE IS UNIQUE OR SPECIAL IN NATURE; OR

(5) THE SOURCE IS LIMITED OR PROPRIETARY; OR

(6) SALES TERRITORIES OR PRODUCT AVAILABILITY WITHIN LIMITED GEOGRAPHICAL BOUNDARIES REQUIRE SOLE SOURCE PROCUREMENT; OR

(7) WHERE STANDARDIZATION OR COMPATIBILITY IS THE OVERRIDING CONSIDERATION AND SUCH COMPATABILITY OR STANDARDIZATION CAN ONLY BE ACHIEVED THROUGH THE PURCHASE OR USE OF A UNIQUE PRODUCT; OR

(8) WHERE A PRODUCT OR SERVICE IS SPECIFICALLY IDENTIFIED AS PART OF A GRANT AWARD.

(D) THIS SECTION IS SUBJECT TO SECTION 206.17., UNAUTHORIZED PURCHASES.

SECTION 2. All ordinances, resolutions or rules, parts of ordinances, resolutions or rules, inconsistent with the provisions hereof are hereby repealed in their entirety and shall be void and of no effect.

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

SECTION 4. This Ordinance shall take effect on the 30th day after enactment unless given immediate effect by the City Council.

Chris Swope

Chris Swope, CMMC/MMC
Lansing City Clerk

I hereby certify that the foregoing is true and is a complete copy of the action adopted by the Lansing City Council.

Boak, Sherrie

From:	Plummer, Marilyn
Sent:	Tuesday, March 9, 2021 3:33 PM
To:	Hetke, Veronica
Subject:	Fw: Online Form Submittal: Application for Appointment to Board or Commission

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From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Wednesday, January 17, 2018 5:04 PM
To: Plummer, Marilyn <Marilyn.Plummer@lansingmi.gov>
Subject: Online Form Submittal: Application for Appointment to Board or Commission

Application for Appointment to Board or Commission

Thank you for your interest in serving on a Lansing Board, Commission or committee. The Lansing City Charter requires that every appointee to a board, commission, or committee established by Charter or ordinance must meet the following qualifications and eligibility requirements:

• Be a registered elector in the City of Lansing (Charter Section 2-102).

• Be a resident of Lansing for one year prior to taking office (Charter Section 2-102).

• Not be in default to the City at the time of taking office (Charter Section 2-103.2).

• Not have been convicted, within 20 years of taking office, of a violation of the election laws of the City of Lansing, State of Michigan, or the United States; a violation of public trust; or any felony (Charter Section 2-103.1).

(Section Break)

Date	1/17/2018
First Name	Deshon
Middle	*Field not completed.*
Last Name	Leek
Other name(s) by which you have been known, including maiden names	*Field not completed.*

Date of Birth	[redacted]
Address	3200 Reo Road
City	Lansing
State	MI
Zip Code	48911
Email	dleek2012@gmail.com
Gender	Gender
Ward	3
Precinct	*Field not completed.*
Best phone number to contact you	[redacted]
Last 4 digits of social security number	[redacted]
In what year did you move to Lansing?	1974
Additional information regarding experience and credentials	*Field not completed.*
Occupational Background	Journeyman Plumber
Educational Background	Graduate of 5 Year UA Plumbing Apprenticeship
Please attach a resume if available	*Field not completed.*
First choice for board to serve on	Plumbing Board
Second choice of a board to serve on	*Field not completed.*
Third choice of a board to serve on	*Field not completed.*
Fourth choice of a board to serve on	*Field not completed.*
Please comment briefly on why you wish to serve on a	I would like to put my many years of Plumbing experience to work and give back to my community in doing so.

particular board or commission. Please be specific as to your goals and ideas about how you wish to contribute to the work of the board or commission	
Qualifications and Eligibility – At this time, if you do not meet one or more of the qualifications or eligibility requirements listed at the top, please state here the requirement to be met and explain how you will be qualified or eligible before you would be sworn in to an appointed office	*Field not completed.*
Background Check Authorization	I agree
Please type your name in this box to signify that you can serve on a board or commission and the information in this application is accurate to the best of your knowledge	Deshon Leek
Date & Time	1/17/2018 5:15 PM

Andy Schor
Mayor

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

Andy Schor, Mayor

OFFICE OF THE MAYOR
CITY OF LANSING, MICHIGAN

MEMORANDUM

To: Carol Wood, President Lansing City Council

From: Veronica Hetke, Scheduling Coordinator

Date: September 29, 2023

Re: Appointments

President Wood:

The following appointment applications have been vetted and I have confirmed with the applicant that the information on their application is correct to the best of their knowledge.

Versey Williams – 3rd Ward Member of Human Relations and Community Services Advisory Baord
Nikki Soldan – Business Rep. for South MLK Corridor of Improvement Authority
Frank Lee – At Large Member of Human Relations and Community Services Advisory Baord
Raquel Sparkman – 3rd Ward Member of the Diversity, Equity, and Inclusion Advisory Baord
Samantha Troutman – At Large Member of the Historic District Commission
Deshon Leek – 3rd Ward Member of the Board of Water and Light

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

WHEREAS, the Mayor has made a recommendation for reappointment of Deshon Leek as the 3rd Ward Member of the Board of Water and Light for a term to expire June 30, 2027; and

WHEREAS, the Mayor's office has confirmed with this resolution, that they have vetted the applicant based on the original application and believes that the applicant meets the qualifications as required by the Charter; and

WHEREAS, the Committee of the Whole met on October 16, 2023 and took affirmative action.

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, confirms the reappointment of Deshon Leek as the 3rd Ward Member of the Board of Water and Light for a term to expire June 30, 2027.

CITY OF LANSING

INTERNAL AUDITOR

124 W MICHIGAN AVE FL 10

LANSING MI 48933-1605

(517) 483-4159

Date: September 12, 2023

To: Lansing City Council

From: Emily Linden, Internal Auditor

Subject: Budget Policy Reports Received from the Administration on 9/1/2023

<u>Overview</u>

The budget policies passed on Monday, May 15th, 2023 included the following sections:

- Forestry is requested to initiate a stump removal study that would determine the number of employees and amount of equipment, and then base the recommendation on how many stumps can be removed per year. The results of the study will be presented to City Council no later than 9/1/2023.
- The Administration is requested to determine the cost to run (per day) community centers as warming and cooling centers for a total of approximately 60 in a year, 24 hours/day, which would include utilities, staff and security and report back to Council no later than 9/1/2023.
- The Administration is requested to work with Community Mental Health to determine the feasibility of contracting with them for a Social Worker Housing Outreach Specialist to work with the homeless and report back on the status of the contract by 9/1/2023.

The Administration sent Council Members the reports attached to this document on 9/1/2023.

<u>Outstanding Questions:</u>

The following questions were sent to the Administration on 9/6/2023. Answers from Mark Lawrence are in red below.

Forestry:

- What is the recommendation going forward for stump removal? Is the plan to hire the outside contractor to remove 1,000 stumps for $100,000?
    - The Administration is having discussions with our departments and labor partners to see the best way to do this to get the most stumps removed for the dollars we could allocate. The Mayor has not yet decided if this is an item we'll include in our budget proposal next spring. My understanding is that Union leadership has also spoken to Council leadership regarding resources available for stump grinding, and these conversations are ongoing.

Warming and Cooling Centers:

- What are the current operating hours of Letts Community Center?
  - Council's interpretation of the given report is that the $250,000 estimate is only for operating the facility between the hours of 7pm and 7am.
    - Per the City website, daily 8.30-4 plus whatever programming is happening on a given day/season.
- The budget policies ask for the cost of running a 24 hour a day center for 60 days. If the $2,400 per day amount noted in the memo is used that would be $144,000. Are these numbers accurate for 60 days?
  - This is the annual cost for a 24/7 shelter. It would be extremely difficult to determine an accurate cost for just 60 days. Uncertainties around if the 60 days are consecutive or are based on weather needs (few days here and there, based on high heat or extreme cold)? If they were nonconsecutive, costs would likely be higher due to lack of predictability and availability in staffing, including security. $2400/day for any 60-day period in a year is an accurate estimate. HRCS continues to work on a proposal for the $800,000 allocation from the state and the $130,000 that was moved from the Mayor's office budget.

Social Worker Housing Outreach Specialist:

- Please elaborate on the lack of capacity stated here.
  - This was the answer I received from CMH, so I'm unable to elaborate further. Council is certainly welcome to inquire with CMH.
- Will this be revisited in the future if/when capacity increases?
  - We would be open to that.

Andy Schor
Mayor

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

Andy Schor, Mayor

Office of the Mayor
City of Lansing, Michigan

MEMORANDUM

Date: September 1, 2023
To: Lansing City Council
From: Mayor Andy Schor
Subject: 2023 Report on Stump Grinding

Per the Fiscal Year 2023-2024 Budget Ordinance, the Forestry Division has completed a study of the costs of a stump removal initiative to be conducted by City of Lansing employees.

There are approximately 7,000 stumps in the public right of way. The cost to stand up a 5-person crew of non-CDL sesaonal employees who focused exclusively on stump griding, including full restoration of the grinding site breaks down as follows:

Equipment (One-Time Cost):	
1 Stump Grinder 100 HP	$90,000 - $100,000
1 Trailer for Stump Grinder	$6,000 - $8,000
1 Tractor Loader	$140,000
2 Non-CDL Dump trucks	$125,000 each
Top Soil, Straw and Grass Seed	$15,000
Staffing (Annual):	
1 FT Forestry Worker 600 w/Benefits	$119,000
4 Seasonal Workers @ $35,000	$140,000
1 Seasonal Contract Forestry Inspector w/o Benefits	$25,000
Grand Total	**$797,000**

It is estimated that crews could grind and restore approximately 700 sites in a season. Additionally, due to the nature of the work, it is likely that these would be high turnover positions meaning that seasonal employees would have to be trained annually on the safe and efficient operation of the equipment.

After some additional research, a local stump grinding contractor could remove approximately 1,000 stumps in the same period in which our seasonal employees work (approx. April-October) for aproximately $100,000.

Andy Schor
Mayor

Andy Schor, Mayor

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

Office of the Mayor
City of Lansing, Michigan

MEMORANDUM

Date: September 1, 2023

To: Lansing City Council

From: Mayor Andy Schor

Subject: 2023 Report on Cost of Warming & Cooling Centers

Per the request from Council in the Fiscal Year 2023-2024 Budget Ordinance, the Administration provides the following information regarding the per diem cost of operating City of Lansing community centers as warming/cooling centers 60 days out of the year.

Two studies were completed; one that examined the cost of standing up a 24/7 emergency shelter & day center at a location to be determined, the other would be located at the Letts Community Center and would open in the evenings during the coldest 6 months of the year (November through April) for 12 hours a day.

The 24/7 facility would cost approximately $870,000/year. This is approximately $2,400 per day and does not include the cost of a facility and any needed renovations.

The overnight warming center located at Letts Community Center would cost approximately $250,000 to operate for 182 days/year, 12 hours/day. It is expected that this facility would operate November through April from 7pm-7am. This equates to approximately $1,400 per day. This does not include an upgrade to the building's fire suppression system which, at the current time is not adequate for a facility that is occupied overnight. A system that meets the necessary fire code would add about $100,000 in cost but would add significant value to the building and would allow it to be utilized in the event of future emergencies.

The administration continues to look at all options to shelter and house our most vulnerable, including the $130,000 that was appropriate for warming/cooling center activity and especially in light of the $800,000 appropriation awarded to the City by the state of Michigan that we first reported to this body back in March.

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

WHEREAS, City Clerk Chris Swope submitted a recommended list of dates for the Lansing City Council meetings for 2024 to the Lansing City Council; and

WHEREAS, the Committee of the Whole will meet at 5:30 p.m. or at another time or date, as determined by the Council President, before all Monday Council meetings listed below; and

WHEREAS, the Committee of the Whole will meet at 5:30 p.m. on Wednesday, January 3, 2024; and

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

WHEREAS, the Committee of the Whole reviewed the City Clerk's recommendations for the meeting dates for 2024.

NOW, THEREFORE, BE IT RESOLVED the Lansing City Council hereby approves the Lansing City Council meeting dates for 2024 as follows:

Wednesday, January 3, 2024; Annual Organizational - 1st meeting of year
Monday, January 8, 2024
Monday, January 22, 2024
Monday, February 5, 2024
Monday, February 26, 2024; Board List - prior to first meeting in March
Monday, March 11, 2024
Monday, March 25, 2024; Mayor's Budget - on or before 4th Monday in March
Monday, April 8, 2024
Monday, April 22, 2024; Mayor's Board Appointments -prior to first meeting in May
Monday, May 6, 2024;
Monday, May 13, 2024;
Monday, May 20, 2024; Adopt Budget – no later than 3rd Monday in May
Monday, June 10, 2024; Council Act on Appointments - at or before 1st meeting in June
Monday, June 24, 2024
Monday, July 8, 2024
Monday, July 22, 2024
Monday, August 12, 2024
Monday, August 26, 2024
Monday, September 9, 2024
Monday, September 23, 2024
Monday, September 30, 2024; Budget Priorities – no later than October 1
Monday, October 14, 2024
Monday, October 28, 2024
Monday, November 18, 2024
Monday, December 2, 2024
Monday, December 16, 2024

Except as otherwise noted, all other meetings will be on Monday at 7:00 p.m. in the Tony Benavides Lansing City Council Chambers, 10th Floor City Hall. The meeting location will be posted on the notice of the public meeting in accordance with state statute.

ORDINANCE NO.___________

An Ordinance of the City of Lansing, Michigan, to amend Chapter 240 of the Lansing Codified Ordinances, Section 240.02, Section 240.03, and Section 240.04 in order to clarify the role of the HRCS Advisory Board to make it consistent with the City of Lansing Charter, including 5-106.

The City of Lansing Ordains:

Section 1. That Chapter 240, Sections 240.02, 240.03, and 240.04 of the Codified Ordinances of the City of Lansing, Michigan, be and is hereby amended to read as follows:

Chapter 240.- Department of Human Relations and Community Services

240.02. – Definitions

As used in this chapter:

"Basic Human Services," means programs by the City or agencies that serve City of Lansing residents; meet basic human needs of residents in the City; address housing and tenant services; address the root causes of racism in Lansing and/or promote racial equity; provide life skills development, employability, development, physical health, or mental health services for City of Lansing residents.

"City-Supported Agencies," means organizations that receive separate City Council funding; such funding may be allocated by the City Appropriations Ordinance.

"Cultural Arts Programs," means organizations that facilitate community access to theater, music, museum, art and related activities.

"HRCS," means the Department of Human Relations and Community Services.

"HRCS Director," means the Director of the Department of Human Relations and Community Services or the Director's designated staff personnel.

"HRCS Advisory Board," means the Human Relations and Community Services Advisory Board.

240.03. - Funding.

(a) The City of Lansing General Fund Budget shall include, at a minimum for each fiscal year period, an appropriation equal to 1.35 percent of general fund revenue as adopted in the annual budget for the purpose of funding Basic Human Services.

(b) The evaluation and examination of the elements of Basic Human Services is reserved to HRCS. The HRCS Advisory Board shall~~may~~ make recommendations in connection with the evaluation and awarding of grants in the manner provided in this section.

~~(b)~~ **(c)** At least one-tenth of the general fund dollars 1.35 percent**,** the difference in funds allocated at 1.25 percent of general fund dollars and funds allocated at 1.35 percent of general fund dollars described in Section 240.03(a)**,** shall be reserved for local agencies or activities that address the root causes of racism and/or promote racial equity.

~~(c)~~ **(d)** Funds described in Section 240.03(a) shall be appropriated as part of the annual budget process. The Mayor, as part of the budget recommendation, may designate the HRCS Director to allocate dollars to other City departments for Basic Human Services as approved by Council.

~~(d)~~ **(e)** All funding provided to ~~the~~ HRCS ~~Department~~ for grants shall utilize an open application process in accordance with the Lansing Code of Ordinances for purchasing and competitive bid process (Chapter 206), including the sole source requirements, and other relevant Lansing ordinances.

Funding shall also satisfy the following requirements:

(1) Be awarded on a competitive basis to sustainable and viable agencies through grant contracts with the City. Should the City be mandated or elect to account for revenue which is

credited to the general fund in a separate enterprise or special revenue fund, the amount of revenue transferred to such fund from the general fund shall continue to be included in the base utilized for calculation of the 1.35 percent to be appropriated for the funding of Basic Human Services.

(2) The application for a grant shall include at a minimum the amount of funds requested, the history of grants to the applicant, the metrics of previous awards, including successes and failures of contractual objectives, a statement of compliance with federal, state, and local regulations, laws, and ordinances, specifically attesting that the applicant is familiar with, and will abide by, the Lansing Human Rights Ordinance pursuant to Chapter 297, and the filing of a verification of non-conflict of interest form pursuant to Chapter 240.04~~(a)~~(7).

(3) All applications shall be evaluated and ranked by the HRCS Advisory Board with a minimum acceptable level first being established. The City's internal auditor shall participate as an advisor during the evaluation and ranking process. All individuals participating in the evaluation and ranking process including HRCS board members and the internal auditor shall file the City of Lansing statement of financial interest and personal interest with the City Clerk prior to consideration, ranking, and evaluation of applications.

(4) HRCS Advisory Board ranking recommendations and supplemental staff evaluations and recommendations shall be provided to the Mayor for review **with a copy forwarded to City Council**. The Mayor will make final recommendations to City Council for approval.

(5) Only after compliance with the procedure contained in Section 240.04, ~~the~~ HRCS ~~Department~~ shall enter into contractual agreements with community-based, non-profit, charitable organizations or other City departments that provide Basic Human Services.

(6) These funds will be used to provide a locally funded revenue base that supports Basic Human Services. These funds may be used for the direct provision of Basic Human Services by local community-based, non-profit, charitable organizations or City departments and/or they may be used as match or leverage by these agencies to secure additional funds from federal, state and/or private sources to support human service delivery initiatives. All of the foregoing shall be accomplished through a competitive bid process pursuant to the Lansing Code of Ordinances.

~~(e)~~ **(f)** The 1.35 percent of the general fund revenue appropriated for Basic Human Services shall be exclusive of any direct funding of community supported agencies by City Council through a competitive bid process pursuant to the Lansing Code of Ordinances. The 1.35 percent of the general fund revenue appropriated for Basic Human Services shall also be exclusive of any funding appropriated for the purpose of supporting Cultural Arts Programs.

240.04. - Administration. Funding through ~~the~~ HRCS ~~Department~~, pursuant to Section 240.03~~(c)~~ **(d)**, shall be issued to agencies after contracts are created and approved to address Basic Human Services needs as identified by ~~the~~ HRCS ~~Advisory Board and Department~~, and after review and approval of the grant contract by the Mayor, the Finance Director, and the City Attorney, and after a verification of non-conflict of interest form required by this chapter and attestation by the agency that its members are familiar with the Lansing Human Rights Ordinance (Chapter 297) and expressly agree to comply with its provisions have been filed with ~~the~~ HRCS ~~Department~~.

The evaluation and examination of the elements of Basic Human Services is reserved to HRCS. The HRCS Advisory Board may make recommendations in connection with the evaluation and awarding of grants.

The following process shall be followed in awarding grants under this chapter:

(1) The availability of applications and grants shall be listed on the City of Lansing website and in other printed material available to the general public.

(2) A public informational meeting for interested grant applicants and the general public shall be held before the deadline for applications for grants.

(3) After the application deadline has passed, all applications for grants and applicant success metrics shall be provided to the HRCS Advisory Board members together with the verification of non-conflict of interest form required by Section 240.04(7) and an attestation of familiarity and compliance with Lansing's Human Rights Ordinance Chapter 297 prior to a meeting of the Board to discuss and score applications.

(4) The HRCS Director shall provide a recommendation to the Mayor regarding the distribution of funding based upon HRCS Advisory Board scoring **recommendations**, applicant metrics, history, and the ability of the applicant to provide services that meet the goals of the City.

(5) The Mayor will include final recommendations in the budget presented to City Council.

(6) The HRCS Director shall provide approval letters to successful agency applicants after the City budget is approved by City Council.

(7) Prior to funding each agency, its principal officers and directors, if any, shall file a verification of non-conflict of interest form prepared by the City Attorney **provided to them by HRCS,** regarding any actual or potential conflict of interest pertaining to the subject funding

approval and any ensuing contract and affirm agency familiarity and compliance with the Lansing Human Rights Ordinance pursuant to Chapter 297.

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

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

Section 4. This ordinance shall take effect on the 30th day after enactment, unless given immediate effect by City Council and shall expire December 31, 2032.

ORDINANCE NO.___________

An Ordinance of the City of Lansing, Michigan, to amend Chapter 273 of the Lansing Codified Ordinances, Section 273.01 and Section 273.04 in order to clarify the role of the HRCS Advisory Board to make it consistent with the City of Lansing Charter, including 5-106.

The City of Lansing Ordains:

Section 1. That Chapter 273, Sections 273.01 and 273.04 of the Codified Ordinances of the City of Lansing, Michigan, be and is hereby amended to read as follows:

Chapter 273.- Human Relations and Community Services Advisory Board

273.01. Statement of Purpose.

To provide a citizen board called the Human Relations and Community Services Advisory Board to foster mutual understand and respect among all groups in the city and promote essential human services to meet citizens' needs within the community; advise and recommend methods for furnishing equal services to all residents of the City; study and examine problems arising between groups in the City; ~~formulate and carry out~~ **evaluate and recommend** programs of community education and information; ~~examine reports of discrimination or prejudice;~~ cooperate with other public governmental or private agencies in ~~developing~~ **evaluating and recommending** instructions for private and public schools showing the value of diversity; cooperate with federal, state and City agencies and departments which request advice in carrying out projects within their respective authorities; ~~conciliate alleged discriminatory practices relating to City Government;~~ monitor contracting agencies doing business with the City to assure adherence to applicable laws; serve in an advisory capacity to the Mayor and City Council on issues relating to community services, human relations and budget recommendations, and prepare and submit reports to the Mayor and City Council of its activities.

273.04. Powers and general duties.

The Board shall:

(a) Foster mutual understanding and respect among all groups in the City and promote essential human services to meet citizens' needs within the community. It shall discourage discriminatory practices among any such groups or any members thereof. It shall cooperate with City, state and federal agencies, as well as with nongovernmental organizations. It shall examine and make such studies in any field of human relations as will, in the judgment of the board, aid in effectuating its general purpose;

(b) Advise the Mayor and City Council of human service needs within the community that impact the quality of life in Lansing;

(c) Advise the Mayor and City Council on the effectiveness of programs funded to provide human services within the community;

(d) Serve as a resource to assist in collaborative efforts between the human services field and other key sectors in the community;

(e) Advise and recommend methods for furnishing equal service to all residents of the City. It shall advise on the enforcement of Article I, Chapter 3, Section 1-302 of the City Charter. It shall ~~develop~~ **review and evaluate** pamphlets ~~for~~ **to be provided to** City employees ~~to study~~, which pamphlets shall prescribe methods of dealing with intergroup relations which develop respect for equal rights and which result in equal treatment under law to all residents. It shall ~~give counsel~~

~~and~~ advise on how to protect the rights of all persons to enjoy public accommodations and facilities, and to receive equal treatment from all holders of contracts or privileges from the City, and advise on the best method of maintaining equality of opportunity for employment and advancement in the City Government;

(f) Study and examine problems arising between groups in the City, which problems may result in tensions, discrimination or prejudices;

(g) ~~Formulate and carry out~~ **Evaluate and recommend** programs of community education and information, with the object of discouraging and eliminating any such tensions, prejudice or discrimination;

~~(h) Examine and, if it deems it advisable, make public, reports on any complaints of discrimination, tensions or prejudice filed with or referred to it;~~

(**h**~~i~~) Further ~~issue such~~ **evaluate and recommend** publications and reports of examinations and research as will, in its judgment, tend to minimize or eliminate prejudice, intolerance, race or neighborhood tensions and discrimination, and which will promote or tend to promote good will;

(**i**~~j~~) ~~Secure~~ **Evaluate and recommend** the cooperation of various racial, religious, nationality and ethnic groups, formal or informal groupings in the community, veterans' organizations, and fraternal, benevolent and service groups, in educational campaigns devoted to the need for eliminating group prejudice, racial or neighborhood tensions, intolerance and discrimination;

(**j**~~k~~) Cooperate with other public governmental or private agencies in ~~developing~~ **evaluating and recommending** courses of instruction for presentation in public and/or private schools, in public libraries or any other suitable place, showing and illustrating the contributions of various religions, nationalities, ethnic and other groups to the culture, tradition and progress of the City, state and nation, and further showing the deplorable effects and menace of prejudice, intolerance, discrimination and racial and neighborhood tensions;

(**k**~~l~~) Cooperate with federal, state and City agencies and departments which request advice in carrying out projects within their respective authorities to eliminate intergroup tensions and to promote intergroup harmony. It shall recommend to the Mayor and to City Council measures, including legislation, aimed at improving the ability of the various City departments and agencies to ensure protection of all persons and groups from discrimination. It shall **provide recommendations on** ~~advise any official or competent authority on~~ matters involving civil rights or the violation thereof**,** or the occurrence of tensions, prejudice**,** or discrimination that may come to its attention; and

(**l**~~m~~) Prepare and submit reports to the Mayor and City Council of its **activities** ~~activeness~~. At least one report shall be made annually.

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

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

Section 4. This ordinance shall take effect on the 30^{th} day after enactment, unless given immediate effect by City Council and shall expire December 31, 2032.