AGENDA

Committee of the Whole
AGENDA FOR NOVEMBER 13, 2023 AT 5:00 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 30, 2023

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

5. Presentations:

B. Internal Auditor Reporting on Treasury Audit- Emily Linden

C. General Fund Status Report; Fiscal Year 2023-2024, 1st Quarter

D. City Truck Life Cycle and Rotation - Andy Kilpatrick

6. Discussion/Action:

E. RESOLUTION - Polling Place Changes for Precincts 9, 36 and 38 which will be effective after the November 7, 2023 City Election

F. DISCUSSION- Sole Source Purchase; Community Media Department requests Dymaxion Development LLC as the vendor for the Owners Representative for Ovation/Public Media Center Construction Project

G. DISCUSSION - Outstanding Questions on Requested Reports in the Budget Policies from the Adopted FY 2023/2024 Budget Resolution

   H. Report on the Cost of Warming and Cooling Centers-Follow Up from Administration

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 30, 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
Councilmember Patricia Spitzley- arrived at 5:36 p.m.
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
Nicole Noll-Williams, Capital Regional Airport
John McGraw,River Caddis Representatives
Roy Plowman, Mayor's Office
Martin Ruiter, Hobbs and Black
Rob Crowe, Christman Co.
Michael Lynn

Minutes
MOTION BY COUNCIL MEMBER GARZA TO APPROVE THE MINUTES FROM OCTOBER 16, 2023 AS PRESENTED. MOTION CARRIED 7-0.

MOTION BY COUNCIL MEMBER GARZA TO APPROVE THE MINTUES FROM OCTOBER 19, 2023 AS AMENDED. MOTION CARRIED 7-0.

Public Comment
Mr. Lynn stated he commented on the ordinance amendments to Chapter 240 and 273, which he believes need more attention given to it before consideration. Mr. Lynn spoke in support of the charter amendment consideration on the ballot.

Ms. Lynn spoke on the ongoing discussion with the HRCS ordinance amendments for Chater 240 and 273. Ms. Lynn concluded by speaking on the Charter question on the ballot.

Council Member Spadafore stepped away from the meeting at 5:40 p.m.

Presentations

Capital Regional Airport Update- Nicole Noll-Williams

Ms. Noll-Williams distributed a presentation on updates on the development projects, status on projects for the future, and began with the Airport Authority. There are key priorities, retain and expand the service, increase cargo tonnage, increase land development, and aviation development. The slides gave an overview of the $1 million in annual economic impact. There was a brief overview of the Mason Jewett Field in Mason, which works with the Lansing Community College on aeronautical mechanics.

Council Member Spadafore returned to the meeting at 5:46 p.m.

Updates at the airport Ms. Noll-Williams spoke on included airline development, flight school, cargo ramp expansion, roadway improvements, foreign trade, master plan updates, and the addition of Avelo Airlines. The presentation spoke briefly on the pilot program/flight school and what is available in aviation for students in Eaton, Ingham and Clinton County.

Ms. Noll-Williams informed the Committee of the $3.6 million economic development grant was obtained to make sure their land is build-ready for the future. The presentation moved onto capital improvement projects, and concluded with maps of the airport itself.

Council Member Spitzley spoke on the airline traffic numbers over the last year in growth.

Council Member Garza spoke in support of the airport services.

Council Member Hussain stepped away from the meeting at 6:11 p.m.

Council President Wood asked about her meeting with multiple companies and if their companies are flying more in Lansing. Ms. Noll-Williams stated they are seeing the increases, and the Mid-Michigan Business Coalition is engaging to help provide support to add to grant applications.

Community Relations Liaison Report – Lucianna Solis

Council President Wood noted that during the budget process, Council Members asked that different departments or staff to come back and describe what they were doing and achieving. Council staff reached out to Ms. Solis, and was informed that she would not attend, and instead told a written report would be provided instead. There was an email with the report, stating that any questions could be provided to him and he can relay to Ms. Solis. She concluded by stating she attempted to fulfill the request of Council but it was rejected. Council Member Spitzley asked if it was a scheduling conflict, and Council President Wood stated leadership was told Ms. Solis did not want to attend and the Mayor allowed her not to attend and submit a report instead.

Council Member Hussain returned to the meeting at 6:17 pm.

Public Safety Complex Update- River Caddis

Mr. McGraw introduced presenters, and Mr. Plowman began by stating he began working with the City in July, 2023, and is the City project manager. He noted he is a sponsor advocate, and specialized project manager, worked at BWL, local private firms, and most of his work experience has been with Dart. He confirmed he is a City employee with the Mayor's office. Council President Wood noted this position was not part of the budget they just approved. Mr. Plowman handed out the presentation hard copy that the group was going to go through.

Mr. McGraw provided the update on the $175 million public safety services building with the ground breaking in October, 2023.

Mr. Crowe provided a brief budget update stating they are on budget. The project has $175 million, and based on where they are in the process, the requirements and market conditions, he was confident the project will be constructed in budget. Council President Wood recalled a press release put out by the Mayor stating it would come in below $175 million; less than potential bond. Mr. Crowe could not comment on what Mayor said. Mr. McGraw stated they could not give an exact number today, but the project is under the bond and they can do it within the budget that was approved. Council President Wood again stated the Council and the public was given information the amount would be lower. She then added to the presenters that they were asked to come a couple months ago, and specifically chose this date, the Council expectation would be that there would be more information, more details, and an exact budget. Mr. Lawrence asked if the press release she referred to was the one on the interest rate, and therefore making the bond debt cheaper.

Mr. Ruiter outlined their work so far, will complete their department interviews on 11/6, will then have designs and provide those to Christman for a scope to fall within the budget.

Council Member Jackson stepped away from the meeting at 6:36 p.m.

Mr. Ruiter then went through the renderings in the packet.

Council Member Spitzley asked if First Station 2 will be a complete tear down and rebuild, and Mr. Ruiter confirmed, adding that Fire Station 8 is a renovation and addition. Council President Wood asked if they have a schedule coordinated so all the stations are not out of service at the same time, and Mr. Ruiter stated they have had conversations with the Chief, along with mutual aid agreements in place. Council President Wood referred to the rendering of the building frontage, asking how the front yard parking complies with the Form Based Code where other commercial buildings cannot have that. Mr. Ruiter confirmed they have met with planning and zoning and it will be public parking in front and secured parking in the back. The department has reviewed the concept and have given their approval.

Council President Wood stated she has confirmed the press release she referenced earlier was about the interest rate.

Council Member Kost asked Mr. Plowman to confirm he was a City employee and how much he makes. Mr. Plowman confirmed and stated $120,000 annually.

Council Member Brown voiced his concerns with the lack of updates.

Council Member Garza asked about the regional training facility of the project and if there will be funds coming in from the outside agencies using that facility. Mr. Ruiter admitted it has been a point of discussion but he would have to defer to the LFD for their rate structure. Council Member Garza asked if there are any bids out for the projects. Mr. Crowe stated they are working on the bid for the abatement phase, but for building trades and skills they have not done any bidding yet. They are in the design process and those bid process will be released depending on the buildings, and he would be the point of contact for any interested parties. He noted though that they are several months away from bidding occurring. Mr. Plowman assured the Committee that he has met with building trades council once a month, and keep them up to date on this project.

Council Member Kost asked if the materials would be provided from local vendors, not Grand Rapids vendors. Mr. Ruiter explained there are certain materials that can be sources regionally, but locally might be difficult.

Council Member Jackson returned at 6:44 p.m.
Council Member Brown stepped away from the meeting at 6:46 p.m.

Mr. Ruiter continued by stating that they would not exclude anyone from bidding on the materials.

Council Member Spadafore asked if they have looked into solar on the site. Mr. Ruiter confirmed they have had discussions.

Council Member Brown returned to the meeting at 6:48 p.m.
Council Member Kost stepped away from the meeting at 6:48 p.m.

With the limitation on green space, they would consider roof top or carport options.

DISCUSSION/ACTION

RESOLUTION – City Council Meeting Schedule for 2024

Council President referred to the proposed schedule for 2024 Council meetings.

MOTION BY COUNCIL MEMBER GARZA TO APPROVE THE RESOLUTION FOR THE 2024 CITY COUNCIL MEETING SCHEDULE.

Council Member Spadafore questioned November only having one meeting, and Ms. Boak explained that the first week of November is the Presidential Election, the second Monday is the Veterans Day holiday and the fourth week is the week of Thanksgiving holiday.

MOTION CARRIED 7-0.

RESOLUTION – Repeal & Void Resolution 2022-113; Sale of Parking Lot #50

Council Member Kost returned to the meeting at 6:51 p.m.

Council President Wood explained that in 2022 City Council approved the sale of parking Lot #50 with a resolution. After it went through planning, public hearing, and Council, it was not determined by the Administration until the title work that the City did not own the lot, and therefore could not sell it. The resolution tonight, she continued, is to repeal Resolution 2022-113.

MOTION BY COUNCIL MEMBER GARZA TO APPROVE THE RESOLUTION TO REPEAL AND VOID THE RESOLUTION 2022-113 FOR THE SALE OF PARKING LOT #50. MOTION CARRIED 8-0.

DISCUSSION – Outstanding Questions on Requested Reports in the Budget Policies from the Adopted FY 2023/2024 Budget Resolution
Cost of Warming and Cooling Centers
Stump Grinding

No discussion.

DISCUSSION/ORDINANCE - Amendment to Chapter 240, Section 240.02, 240.03, 240.04; Clarify role of Human Relations and Community Services (HRCS) Advisory Board
DISCUSSION/ORDINANCE -Amendment to Chapter 273, Section 273.01 and 273.04; Clarify Role of Human Relations and Community Services (HRCS) Advisory Board

Council Member Spitzley asked for a continued discussion on the ordinances. Mr. Smiertka stated that OCA did updated Chapter 240 based on her comments from the September meeting. Council

President Wood noted that on page 4, line 21 it still said "may". She asked OCA to make the changes and bring back for discussion on both Chapter amendments at the next meeting.

OTHER
No other topics at this time.

Adjourn
The meeting adjourned at 6:56 p.m.
Respectfully Submitted by,
Sherrie Boak, Recording Secretary, Lansing City Council
Approved by the Committee

CITY OF LANSING
INTERNAL AUDITOR
124 W MICHIGAN AVE FL 10
LANSING MI 48933-1605
(517) 483-4159

Date: November 13, 2023

To: Lansing City Council

From: Emily Linden, Internal Auditor

Subject: Treasury Department Internal Audit

AUDIT REPORT

Responsibilities of the Internal Auditor

In accordance with the City of Lansing Charter:

3-402 Powers And Duties

.2 The Internal Auditor shall make audits of financial transactions of all City agencies at least once every year or as otherwise directed by the City Council. The Internal Auditor shall have access to the financial and other records of all City agencies at any time.

.3 The Internal Auditor shall make a full report to the City Council of each individual audit and file a copy with the Mayor and City Clerk. The report shall include any or all of the following as directed by Council: (a) An examination of financial transactions, accounts, contracts and reports, including an evaluation of compliance with applicable laws and regulations;

(b) a review of efficiency and economy in the use of resources with recommendations for improvement;

(c) a report as to whether desired results are effectively achieved in City programs, services and activities.

Objectives

The goals of this audit were to assess the following areas within the Treasury Department:

- Internal control mechanisms

- Checks and balances
- Adherence to and the existence of necessary policies and procedures
- Overall effectiveness, efficiency, and reliability of the Department

Background and Research

This audit was conducted from August 2023 to October 2023. The Treasury Department provided all current policies and procedures as well as requested financial and tax records for review. Desk audits were conducted to specifically review:

- Revenue posting process
- Tax refund process
- Tax adjustment process

Individual interviews were also conducted with employees throughout the department to gain a better understanding of processes and procedures.

Definitions

NSFs: Non-sufficient funds (NSFs) is the status of a checking account that does not have enough money to cover all transactions.

ACH Transaction: Automated clearing house transaction – an electronic payment, debit, or credit transfer processed through an automated clearinghouse and the Federal Reserve System.

Findings

Internal Controls Failure – NSF Payments

Between September 2022 and February 2023, the City accepted six property tax payments that it was notified were NSF (nonsufficient funds). The City did not bring this to the County's attention until July 2023.

Proper procedure would have been for the bank to notify the Treasurer's Office within a day or so of the NSF check deposit. At the latest it would have appeared on a monthly statement meaning that no NSF check received by the City would have been undocumented after April 2023.

The procedure is then for the County and City to hold off settlement of 2022 taxes for two months after taxes turned delinquent on March 1, 2023, to ensure NSFs are accounted for. The City did not make the County aware of these NSFs until July 2023 – **indicating a failure of internal controls.**

When the County received notice of these NSF payments in July, they let Treasury and the Administration know that this indicated a failure of internal controls and potential fraud. The County notified the State Treasury, and City Treasury was instructed to inform the City's internal Auditor to investigate, which never happened. This came to light independently through the ongoing Treasury audit.

The six NSF checks total $23,488.43. Due to the late notice the County did not accept these parcels as delinquent and instructed the City to treat these as NSF payments due to the City and not as delinquent taxes.

Upon further review larger issues of fraud are not an immediate concern, although improvements to process and internal controls are vitally necessary to ensure this does not happen again.

Customer Service

Strides have been taken to improve the timeline for tax season, but multiple employees have shared that the demanding deadlines have come at the cost of customer service. There were multiple reports of mail and returned mails sitting unopened or in the vault for weeks at a time, meaning, among other things that employees could not tell taxpayers if they had received their payments or not.

Not opening mail timely also resulted in multiple accounts of taxpayers incurring late fees that were unwarranted. Many times, this was only caught and reversed if the taxpayer caught it themselves.

There is documentation of many emails from taxpayers (regarding both income and property taxes) going unanswered for weeks or even months at a time for issues that are often regarding thousands of dollars.

Upon calling the number on the letterhead of tax documents it is not in service. This issue has been rectified but the incorrect number went out to countless residents before fixed.

An Insource link was added to the Treasury website and many employees indicated that they were not aware this change was being made and did not know how it worked. There were multiple accounts of finding out about the new system through calls with unhappy taxpayers. The lack of training on the new system meant employees were not adequately prepared to assist taxpayers.

Income Tax Process - New Scanner

A new scanner was purchased through grant funding to bring income tax processing services in-house. With any new process, and especially new equipment, a learning curve is to be expected.

Multiple staff members reported a lack of communication and training with the new scanner, as well as concerns about errors not being considered by management.

A spot audit of records pulled shows many issues with scanned documents including:

- Social security numbers picked up incorrectly creating inaccurate or duplicate tax accounts
- Wages often did not populate automatically and had to be changed and verified manually
- Names and addresses often changed or not picked up correctly resulting in incorrect records and a large increase in returned mail
- W2s not captured and had to be manually entered
- Various other technical issues resulting in incorrect records

ACH Payments

The City of Lansing does have a robust ACH policy on the books. A spot audit of ACH payments did discover multiple duplicate ACH payments that took many weeks to reverse, leaving taxpayers without that money in their accounts due to City error until solved.

Analysis and Recommendations

No fraud or intentional wrongdoing was found during this audit.

Failures of internal controls, communication, and checks and balances should be addressed immediately to ensure avoidable errors are not being made at the taxpayers' expense.

Note:

- Income taxes are due to the City of Lansing by April 30th.
- Winter property taxes are due to the City of Lansing by February 14th.
- Summer property taxes are due to the City of Lansing by August 31st

Recommendations:

- A new NSF policy, including oversight, should be written, and immediately implemented.
  - Recommended timeline: Immediately. New policy should be implemented before the end of the calendar year.
- Checks and balances need to be put in place to ensure one person isn't refunding, approving, and issuing payments with no check on their work.
  - Recommended Timeline: Immediately. Progress will be evaluated by the Internal Auditor next year.
- Customer service should be a top priority for leadership in the Treasury Department. An appropriate timeline for responding to taxpayers should be created and adhered to.
  - Recommended Timeline: Policy should be created before the end of the calendar year and implemented for next year's tax season. The administration should share this timeline with City Council and the Internal Auditor for review.
- New services should not come as a surprise to employees and those affected should be given proper notice and the appropriate training necessary to do their jobs.
  - Recommended Timeline: Insource training should be provided by February 2024 to prepare for the next tax season.
- It is recommended that leadership holds monthly staff meetings in Treasury to increase transparency and communication for employees in the Department.
  - Recommended Timeline: Starting in January 2024.
- The ACH policy on file should be reviewed by all relevant staff members and payments should be audited quarterly.
  - Recommend Timeline: All relevant staff members should review this policy by the end of the calendar year.

- The Administration should consider hiring a separate Treasurer and Finance Director to ensure issues discussed in this report do not go unaddressed moving forward.
- The Internal Auditor should perform another audit following the 2023 tax season to ensure that changes have been made.

Chris Swope
Lansing City Clerk

October 26, 2023

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

Dear President and Council Members:

My office has received and placed on file this document from the Finance Director:

General Fund Status Report – FY 2024 1st Quarter

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

Sincerely,

Chris Swope

Chris Swope, MMC/MiPMC
Lansing City Clerk

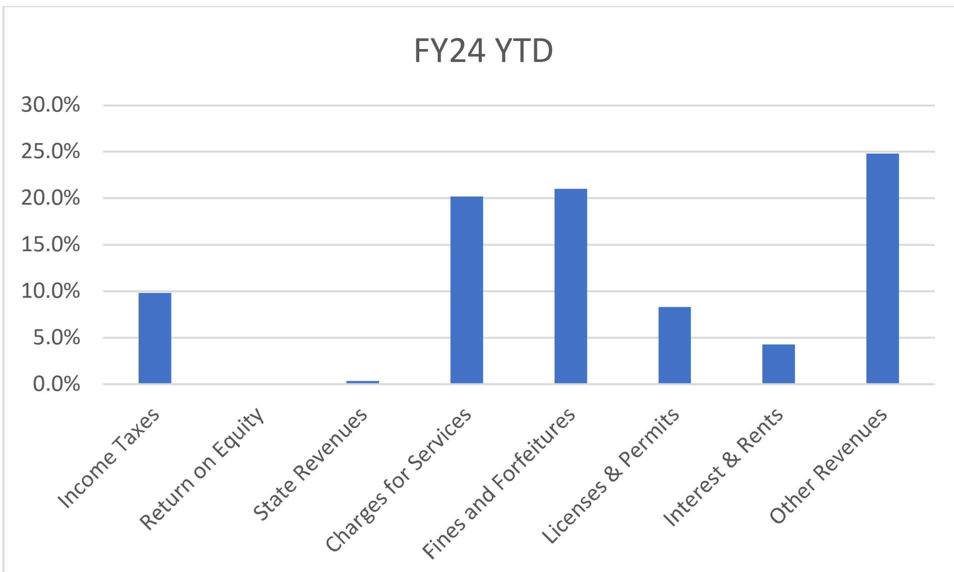
Lansing City Clerk's Office
Ninth Floor, City Hall, 124 W. Michigan Ave., Lansing, MI 48933-1695
517-483-4131 • TDD 517-483-4479 • 517-377-0068 FAX
www.lansingmi.gov/clerk • clerk@lansingmi.gov

General Fund Status Report – FY 2024 1st Quarter

General Fund Summary

For FY24, the City adopted a budget of $152.9 million in total revenue including transfers and $159.3 million in total expenditures. The amended budget has total revenues at $156.6 million and expenditures at $165.4 million. The difference will be made up between leftover ARPA revenue-loss money ($8.3 million) and use of fund balance ($515,000).

Revenue Summary



General Fund revenue collected through the first quarter of fiscal year 2023-2024 exceed expectations. 39.3% of the amended budgeted revenue has been received, about 2.4% higher than the 3-year average for September 30th YTD.

- **Property Taxes (32.3% of GF revenue budget)** are largely collected at the beginning of the fiscal year. They were initially estimated to be $50.6M. At the end of the first quarter, collections were roughly $54.7M. Although collections currently exceed estimated amounts, they are subject to tax appeals and other adjustment throughout the fiscal year.

- **Income Tax (27% of GF revenue budget)** collections are below the first quarter average. At the end of the 1st quarter, income tax collections were $4.15M (9.8% of its budgeted $42.3M). This amount includes income tax accruals back into FY23 in the amount of $4,233,995.16.

- **Return on Equity (ROE) (17.1% of GF revenue budget)** represents payment to the City from the Board of Water & Light. Historically, payments have been received in December and June. However, the new agreement calls for quarterly payment. The first quarterly payment has not been received yet.

- **State Revenue (14.8% of GF revenue budget)** are estimated to be $23.2M in revenue Quarter 1 YTD is in line with past first quarter reports.

- **Charges for Services (5.9% of GF revenue budget)** are trending slightly below the 3 Year Average for the 1st Quarter.

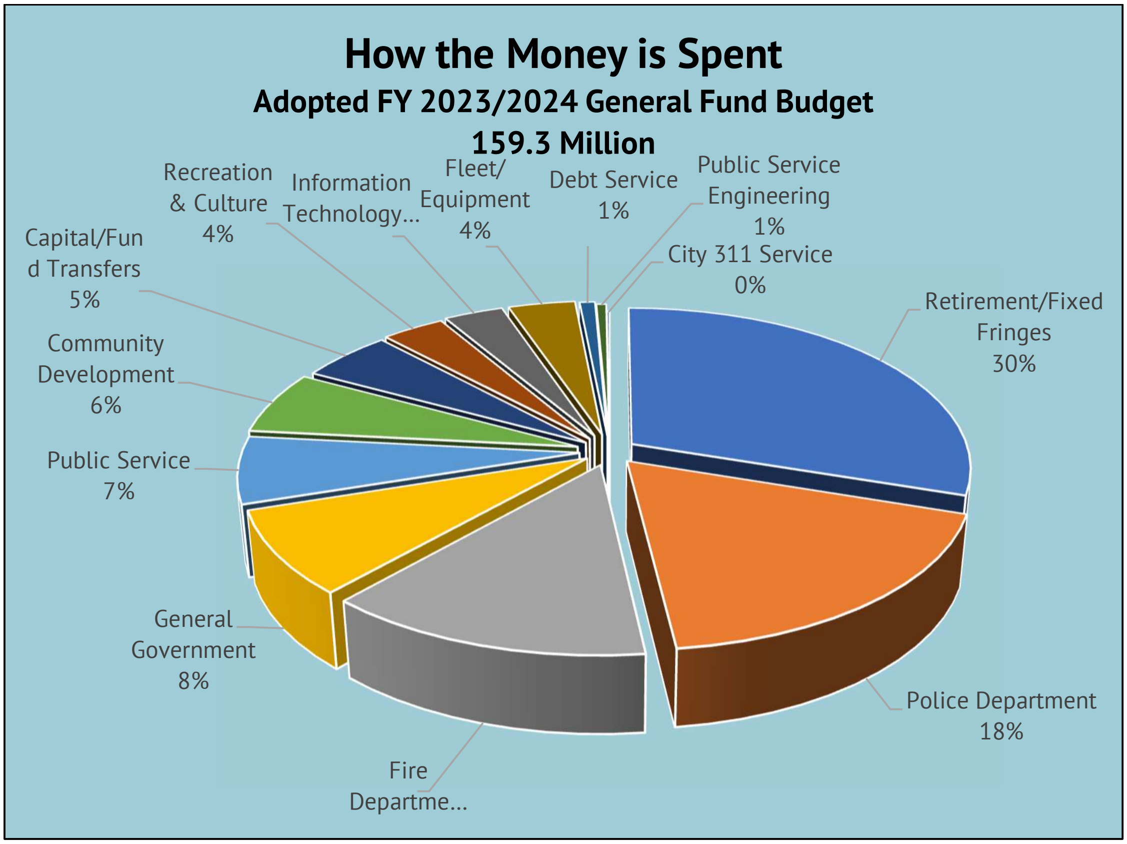
- **Fines and Forfeitures (1% of GF revenue budget)** are budgeted to be $1.5M. Quarter-to-date, they are trending with expectations.

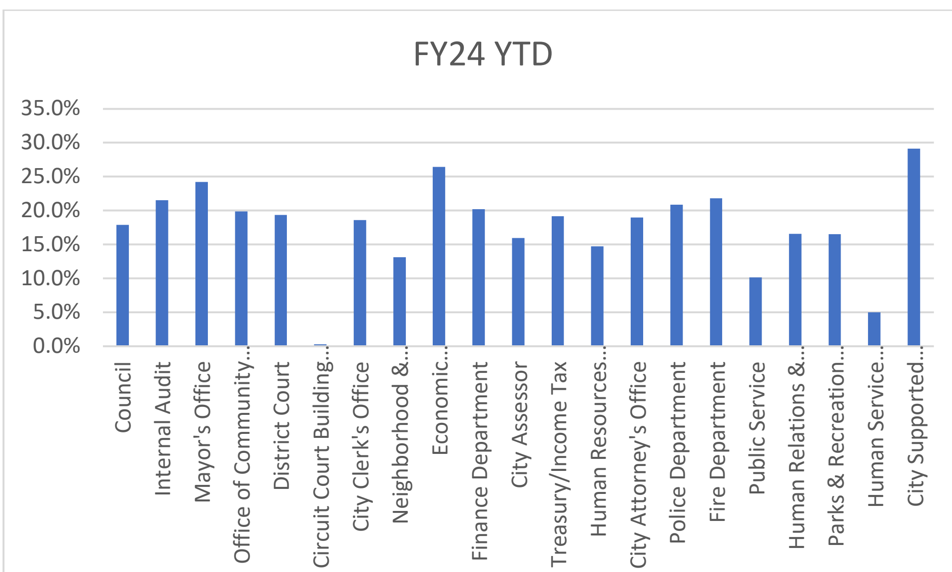
- **Licenses and Permits (1.2% of GF revenue budget)** are estimated to be $1.8M. The City has received 8.3% of the budgeted amount and is on track.

- **Interest and Rents (0.4% of GF revenue budget)** are budgeted to be $621,195 in FY24. The quarter-to-date amount of $26,514 is low because the interest income has yet to be put into our general ledger system.

- **Other Revenues (0.3% of GF revenue budget)** are a very small percentage of the General Fund budget and are trending above expectations because of the opioid settlement money.

Expenditure Summary





General Fund expenditures are trending below the 3-year target by about 2.5%.

Vacancy Factor

There is a total of about 100 vacancies in the General Fund and around 59 in other funds. This totals over $1.6M in vacancy savings.

Conclusion

The administration continues to monitor expenditures and seek necessary savings to maintain vital services while also making strategic investments to grow the City's economy and strengthen the quality of life for residents, workers, business owners, and visitors. With the aid of the American Rescue Plan Act, the City has been able to restore services negatively impacted by the COVID-19 pandemic.

The general fund budget report is presented in several formats for informational value as follows. After a separate revenue and expenditure summary, the City's general fund is presented as formally adopted in appropriation detail showing personnel vs. operating expenditures.

September 30, 2023 Revenue Summary

Fiscal Year July 1, 2023 - June 30, 2024

General Fund Revenues	FY 2024 Adopted Budget	FY 2024 Amended Budget	FY 2023 Sep. 30 Actuals	Sep. 30 Percent YTD	3 Year Sep. 30 Avg.
Property Taxes					
Non-Dedicated	37,849,000	37,849,000	41,940,797		
Dedicated - Police	3,827,250	3,827,250	3,827,250		
Dedicated - Fire	3,827,250	3,827,250	3,827,250		
Dedicated - Roads	2,551,500	2,551,500	2,551,500		
Dedicated - Parks	2,551,500	2,551,500	2,551,500		
Total	50,606,500	50,606,500	54,698,297	108.1%	100.4%
Income Taxes					
City Income Tax	39,350,000	42,285,000	4,155,889		
Total	39,350,000	42,285,000	4,155,889	9.8%	12.7%
Return on Equity					
Board of Water and Light	26,500,000	26,500,000	-		
Sewer Fund	300,000	300,000			
Total	26,800,000	26,800,000	-	0.0%	0.0%
State Revenues					
Revenue Sharing	17,744,475	17,976,375	-		
Fire Reimbursement Grants	2,700,000	2,700,000	-		
Personal Property Tax Reimbursement	1,000,000	1,500,000	-		
Recreational Marijuana	900,000	918,100	-		
Liquor License Fee	80,000	80,000	80,363		
Total	22,424,475	23,174,475	80,363	0.3%	0.3%
Charges for Services					
Public Safety	4,404,350	4,404,350	845,073		
Reimbursements	2,442,500	2,442,500	582,478		
Code Compliance	1,851,000	1,851,000	221,674		
Recreation Fees	468,750	468,750	171,677		
Appeals & Petitions	89,700	89,700	9,590		
Work for Others	33,200	33,200	43,988		
Central Stores	3,500	3,500	320		
Subscriptions and Information	2,300	2,300	65		
Total	9,295,300	9,295,300	1,874,865	20.2%	23.7%
Fines and Forfeitures					
Fines and Forfeitures	1,505,200	1,505,200	316,486		
Total	1,505,200	1,505,200	316,486	21.0%	21.4%
Licenses & Permits					
Cable Franchise Fees	1,000,000	1,000,000	-		
Marihuana Licenses	700,000	700,000	115,000		
Business Licenses	71,450	71,450	23,055		
Non-Business Licenses	35,600	35,600	8,834		
Building Licenses & Permits	17,750	17,750	4,550		
Total	1,824,800	1,824,800	151,439	8.3%	8.2%
Interest & Rents					
Interest Income	621,195	621,195	26,514		
Total	621,195	621,195	26,514	4.3%	38.2%
Other Revenues					
Miscellaneous	173,000	173,000	94,125		
Sale of Fixed Assets	120,000	120,000	-		
Donations & Contributions	119,000	119,000	8,097		
Total	412,000	412,000	102,223	24.8%	13.9%
Total General Fund					
Operating Revenue	152,839,470	156,524,470	61,406,076	39.2%	36.8%
Transfers from Other Funds	100,000	100,000	100,000		
Total	152,939,470	156,624,470	61,506,076	39.3%	36.9%

September 30, 2023 Departmental Summary

Fiscal Year July 1, 2023 - June 30, 2024

General Fund Appropriations	FY 2024 Adopted Budget	FY 2024 Amended Budget	FY 2024 Sep. 30 Actuals	Sep. 30 Percent YTD	3 Year Sep. 30 Target
Beginning General Fund Balance	10,746,256	10,746,256	10,746,256		
Beginning Budget Stab. Fund Balance	12,705,546	12,705,546	12,705,546		
Total General Fund Reserves	23,451,802	23,451,802	23,451,802		
Revenues (detail on previous page)	152,939,470	156,624,470	61,506,076	39.3%	36.9%
Departmental Expenditures:					
Council	657,507	794,819	142,027	17.9%	22.7%
Internal Audit	219,000	231,514	49,819	21.5%	21.8%
Mayor's Office	1,427,425	1,583,017	383,020	24.2%	22.2%
Office of Community Media	626,456	704,994	139,857	19.8%	21.9%
District Court	5,723,828	6,286,997	1,216,462	19.3%	22.3%
Circuit Court Building Rental	337,363	337,363	842	0.2%	0.5%
City Clerk's Office	1,602,373	1,780,665	330,760	18.6%	22.5%
Neighborhood & Citizen Engagement	1,491,669	1,556,407	203,768	13.1%	22.8%
Economic Development & Planning	6,272,104	6,820,769	1,802,812	26.4%	22.2%
Finance Department	2,238,610	2,324,926	469,782	20.2%	22.5%
City Assessor	1,707,829	1,987,550	316,948	15.9%	22.2%
Treasury/Income Tax	2,036,385	2,332,359	446,592	19.1%	22.6%
Human Resources Department	2,234,788	3,099,565	456,372	14.7%	22.9%
City Attorney's Office	2,364,324	2,640,175	500,318	19.0%	22.0%
Police Department	54,586,595	54,586,595	11,369,232	20.8%	23.5%
Fire Department	41,448,217	41,448,217	9,032,742	21.8%	23.4%
Public Service	13,506,989	13,606,989	1,377,408	10.1%	19.7%
Human Relations & Community Services	2,045,764	2,221,776	368,157	16.6%	22.2%
Parks & Recreation Department	8,092,939	9,335,135	1,542,234	16.5%	15.9%
Human Service Agency Support	2,084,932	2,584,932	128,500	5.0%	21.6%
Non-Departmental Expenditures:					
Library Building Rental	136,500	136,500	46,093	33.8%	25.0%
Operating Subsidies to Other Funds	799,796	1,299,796	1,299,796	100.0%	100.0%
City Supported Agencies	549,500	549,500	159,989	29.1%	0.7%
Capital Improvements	7,325,000	7,325,000	7,325,000	100.0%	100.0%
Debt Service & Penalties	1,341,410	1,341,410	-	0.0%	0.0%
Vacancy Factor	(1,500,000)	(1,500,000)	-		
City Recognitions	10,000	10,000	-		
Expenditures	159,367,303	165,426,970	39,108,531	23.6%	26.2%
Net Impact on Fund Balance	(6,427,833)	(8,802,500)			
ARPA Reimbursement	8,287,500	8,287,500			
Ending General Fund Reserves	25,311,469	22,936,802			

September 30, 2023 Budget Appropriation Summary

Fiscal Year July 1, 2023 - June 30, 2024

Estimated Revenues	FY 2024 Adopted Budget	FY 2024 Amended Budget	FY 2024 Sep. 30 Actuals	Sep. 30 Percent YTD	3 Year Sep. 30 Avg.
Property Taxes	50,606,500	50,606,500	54,698,297		
Income Taxes	39,350,000	42,285,000	4,155,889		
Return on Equity	26,800,000	26,800,000	-		
State Revenues	22,424,475	23,174,475	80,363		
Charges for Services	9,295,300	9,295,300	1,874,865		
Fines & Forfeitures	1,505,200	1,505,200	316,486		
Licenses & Permits	1,824,800	1,824,800	151,439		
Interest & Rent	621,195	621,195	26,514		
Other Revenue	412,000	412,000	102,223		
Transfers from Other Funds	100,000	100,000	100,000		
Total Revenues	**152,939,470**	**156,624,470**	**61,506,076**	**39.3%**	**36.9%**

Appropriations	**FY 2024 Adopted Budget**	**FY 2024 Amended Budget**	**FY 2024 Sep. 30 Actuals**	**Sep. 30 Percent YTD**	**Sep. 30 Target Exp.**
Council					
Personnel	541,898	541,898	117,765		
Operating	115,609	252,921	24,262		
Total	**657,507**	**794,819**	**142,027**	17.9%	22.7%
Internal Audit					
Personnel	219,000	219,000	47,504		
Operating	-	12,514	2,315		
Total	**219,000**	**231,514**	**49,819**	21.5%	21.8%
Courts					
Personnel	5,088,290	5,088,290	1,026,494		
Operating	972,901	1,536,070	190,810		
Total	**6,061,191**	**6,624,360**	**1,217,304**	18.4%	21.2%
Mayor's Office					
Personnel	1,309,579	1,309,579	335,695		
Operating	117,846	273,438	47,325		
Total	**1,427,425**	**1,583,017**	**383,020**	24.2%	22.2%
Media Center					
Personnel	622,556	622,556	122,631		
Operating	3,900	82,438	17,226		
Total	**626,456**	**704,994**	**139,857**	19.8%	21.9%
Clerk's Office					
Personnel	1,183,378	1,183,378	238,322		
Operating	418,995	597,287	92,438		
Total	**1,602,373**	**1,780,665**	**330,760**	18.6%	22.5%
Neighborhood & Citizen Engagement					
Personnel	1,018,426	1,018,426	173,849		
Operating	473,243	537,981	29,919		
Total	**1,491,669**	**1,556,407**	**203,768**	13.1%	22.8%
Economic Development & Planning					
Personnel	3,451,387	3,451,387	719,813		
Operating	2,820,717	3,369,382	1,082,999		
Total	**6,272,104**	**6,820,769**	**1,802,812**	26.4%	22.2%
Finance/Operations					
Personnel	1,770,206	1,770,206	400,745		
Operating	468,404	554,720	69,037		
Total	**2,238,610**	**2,324,926**	**469,782**	20.2%	22.5%

Appropriations	FY 2024 Adopted Budget	FY 2024 Amended Budget	FY 2024 Sep. 30 Actuals	Sep. 30 Percent YTD	Sep. 30 Target Exp.
Assessing					
Personnel	1,707,829	1,707,829	283,695		
Operating	-	279,721	33,253		
Total	**1,707,829**	**1,987,550**	**316,948**	15.9%	22.2%
Treasury					
Personnel	1,749,356	1,749,356	355,318		
Operating	287,029	583,003	91,274		
Total	**2,036,385**	**2,332,359**	**446,592**	19.1%	22.6%
Human Resources					
Personnel	1,968,618	1,968,618	345,457		
Operating	266,170	1,130,947	110,915		
Total	**2,234,788**	**3,099,565**	**456,372**	14.7%	22.9%
Attorney's Office					
Personnel	2,364,324	2,364,324	456,190		
Operating	-	275,851	44,128		
Total	**2,364,324**	**2,640,175**	**500,318**	19.0%	22.0%
Police					
Personnel	45,876,734	45,876,734	10,266,051		
Operating	8,709,861	8,709,861	1,103,180		
Total	**54,586,595**	**54,586,595**	**11,369,232**	20.8%	23.5%
Fire					
Personnel	35,291,150	35,291,150	8,457,333		
Operating	6,157,067	6,157,067	575,408		
Total	**41,448,217**	**41,448,217**	**9,032,742**	21.8%	23.4%
Public Service					
Personnel	3,695,596	3,695,596	605,508		
Operating	9,811,393	9,911,393	771,900		
Total	**13,506,989**	**13,606,989**	**1,377,408**	10.1%	19.7%
Human Relations & Community Service					
Personnel	1,894,264	1,894,264	333,054		
Operating	151,500	327,512	35,104		
Total	**2,045,764**	**2,221,776**	**368,157**	16.6%	22.2%
Parks & Recreation					
Personnel	5,299,345	5,299,345	1,016,479		
Operating	2,793,594	4,035,790	525,755		
Total	**8,092,939**	**9,335,135**	**1,542,234**	16.5%	15.9%
Human Services					
Operating	2,084,932	2,584,932	128,500		
Total	**2,084,932**	**2,584,932**	**128,500**	5.0%	21.6%
City Supported Agencies/MRJEA					
Operating	549,500	549,500	159,989		
Total	**549,500**	**549,500**	**159,989**	29.1%	0.7%
City Recognitions	10,000	10,000	-		
Total	**10,000**	**10,000**	**-**	0.0%	
Non-Departmental					
Vacancy Factor	(1,500,000)	(1,500,000)	-		
Library Lease	136,500	136,500	46,093		
Debt Service	1,341,410	1,341,410	-		
Net Transfers	8,124,796	8,624,796	8,624,796		
Total	**8,102,706**	**8,602,706**	**8,670,889**	100.8%	97.8%
Total Expenditures	**159,367,303**	**165,426,970**	**39,108,531**	23.6%	26.2%

Vacancy Factor Report

Quarter Ending September 30, 2023

Department	Key	PCN	Position Description	Bargaining Unit	FTE	Vacancy	Vacancy Factor
Vacancies Counted Toward General Fund Vacancy Factor							
MAYOR	1012300	LABREMGR	CHIEF LABOR NEGOTIATOR	MAYOR	1.00	2/1/2023	26,874
NEIGH CTZN ENG	1012320	OPCOORDR	MFE PROGRAM MANAGER	T243CTP	1.00	5/27/2023	15,600
HRCS	1012500	DIEOPSPC	DIVERSITY, INCLUSION & EO SPECIALIST	T243CTP	1.00	7/14/2023	12,733
HRCS	1012500	COMMINVT	COMMISSION INVESTIGATOR	T214NS	1.00	7/3/2023	14,822
HRCS	1012500	HMISPFAN	HMIS PERFORMANCE ANALYST	T214NS	1.00	10/1/2021	14,226
HRCS	1012500	CNTRTMGR	CONTRACT MANAGER	T243CTP	1.00	3/18/2023	15,541
HRCS	1012500	CNTRTMGR	CONTRACT MANAGER	T243CTP	1.00	5/26/2023	15,541
CODE COMPLIANCE	1012610	CCOFICER	CODE ENFORCEMENT WORKER	T243CTP	1.00	9/2/2023	5,578
CODE COMPLIANCE	1012610	CCOFICER	CODE ENFORCEMENT WORKER	T243CTP	1.00	6/24/2023	18,128
CODE COMPLIANCE	1012610	LDHOUSIN	LEAD HOUSING INSPECTOR	T243SUPV	1.00	8/21/2022	18,014
CODE COMPLIANCE	1012610	PRMISOFF	PREMISE OFFICER	T243CTP	1.00	4/1/2023	9,615
FINANCE/OPERATIONS	1012710	FINDRCTR	FINANCE DIRECTOR	EXEC MGMT PLAN	**0.50**	8/13/2021	*NO BDGT IMPACT*
FINANCE/OPERATIONS	1012710	DPYFINDIR	DEPUTY FINANCE DIRECTOR	NON BARG SUPV	**1.00**	2/28/2023	*NO BDGT IMPACT*
FINANCE/OPERATIONS	1012710	ACCOUNT34	ACCOUNTANT 34	T243CTP	**1.00**	2/14/2023	12,759
ASSESSOR	1012720	COMINDAP	COMMERICAL/INDUSTRIAL APPRAISR	T243CTP	1.00	6/15/2022	23,207
ASSESSOR	1012720	RESAPPLD	RESIDENTIAL APPRAISER LEAD	T243CTP	1.00	10/18/2019	18,128
ASSESSOR	1012720	RESAPPTR	RESIDENTIAL APPRAISER APPRENTICE	T243CTP	1.00	5/24/2019	14,876
ASSESSOR	1012720	RESIDAPP	RESIDENTIAL APPRAISER	T243CTP	1.00	10/5/2017	*CONTRACT*
TREASURY	1012730	CTYTREASR	CITY TREASURER	EXEC MGMT PLAN	**0.50**	8/13/2021	*NO BDGT IMPACT*
TREASURY	1012730	CUSTSREP	CUSTOMER SERVICE REP	T243CTP	1.00	9/17/2022	10,558
TREASURY	1012730	ADMAST28	ADMINISTRATIVE ASSISTANT 28	T243CTP	1.00	10/8/2022	14,177
TREASURY	1012730	TRESYINV	TREASURERY INVESTIGATOR	T243CTP	1.00	8/20/2022	17,268
TREASURY	1012730	CUSTSREP	CUSTOMER SERVICE REP	T243CTP	1.00	2/20/2021	10,558
HUMAN RESOURCES	1012800	HRSPEC34	HIRING SPECIALIST	T243CTP	1.00	5/19/2023	*CONTRACT*
HUMAN RESOURCES	1012800	HRSPEC34	HIRING SPECIALIST	T243CTP	1.00	6/25/2022	*CONTRACT*
HUMAN RESOURCES	1012800	SAFTYADM	HEALTH & WELLNESS SPECIALIST	T243CTP	0.25	7/1/2022	3,719
CITY ATTORNEY	1012900	LGLADVSR	LEGAL ADVISOR	T214 NS	1.00	7/1/2020	18,180
CITY ATTORNEY	1012800	ASTATY36	ASSISTANT CITY ATTORNEY	T214 NS	1.00	11/11/2022	24,470
CITY ATTORNEY	1012800	ASTATY36	ASSISTANT CITY ATTORNEY	T214 NS	1.00	9/16/2023	3,765
PUBLIC SERVICE/BUILDINGS	1013140	CUSTOWKR	CUSTODIAL WORKER 300	UAW	1.00	12/3/2021	10,128
PUBLIC SERVICE/BUILDINGS	1013140	ELECFACW	ELECTRICAL FACILITY CTRL WKR	UAW	1.00	11/2/2018	12,036
PUBLIC SERVICE/BUILDINGS	1013140	PROPTMGR	PROPERTY MANAGER	T243SUPV	1.00	6/30/2023	18,921
PUBLIC SERVICE/BUILDINGS	1013140	PLUMBSUP	PLUMBING SUPERVISOR	T243SUPV	1.00	6/10/2018	20,016
POLICE - ADMIN	1013201	ADMSPC31	ADMINISTRATIVE SPECIALIST 31	T214 NS	1.00	12/28/2011	*CONTRACT*
POLICE - CENTRAL SERVICES	1013221	POLCADET	POLICECADET	CCLPNONREP	1.00	3/9/2023	7,800
POLICE - CENTRAL SERVICES	1013221	POLCADET	POLICECADET	CCLPNONREP	1.00	9/29/2023	120
POLICE - CENTRAL SERVICES	1013221	CLERKS22	CENTRAL RECORD PRINCIPAL CLERK	T243CTP	1.00	7/1/2022	11,180
POLICE - DETENTION	1013224	DETENOFF	DETENTION OFFICER	T243CTP	1.00	05/02/22	18,128
POLICE - DETENTION	1013224	DETENOFF	DETENTION OFFICER	T243CTP	1.00	09/22/22	18,128
POLICE - DETENTION	1013224	DETENOFF	POLICE OFFICER 1	CCLP NS	1.00	1/31/2023	19,644
POLICE - INVESTIGATIONS	1013240	DETECT2C	DETECTIVE IIC	CCLP NS	1.00	5/1/2021	20,999
POLICE - INVESTIGATIONS	1013240	DETECT2B	DETECTIVE IIB	CCLP NS	1.00	8/26/2023	8,077
POLICE - INVESTIGATIONS	1013240	DETECT2B	DETECTIVE IIB	CCLP NS	1.00	8/14/2023	11,307
POLICE - INVESTIGATIONS	1013240	DETECT2B	DETECTIVE IIB	CCLP NS	1.00	7/21/2023	16,477
POLICE - INVESTIGATIONS/CSI	1013240	DTCTVCSI	CSIINVESTIGATOR	CCLP NS	1.00	09/24/22	13,745
POLICE - INVESTIGATIONS/SOS	1013240	POLOFFDT	POLICE OFFICER DETECTIVE PAY	CCLP NS	1.00	06/01/23	20,999
POLICE - INVESTIGATIONS/SOS	1013240	POLOFFDT	POLICE OFFICER DETECTIVE PAY	CCLP NS	1.00	02/14/23	20,999
POLICE - INVESTIGATIONS/SOS	1013240	POLOFFDT	POLICE OFFICER DETECTIVE PAY	CCLP NS	1.00	06/16/22	20,999
POLICE - INVESTIGATIONS/CSI	1013240	POLOFFCR	POLICE OFFICER 1	CCLP NS	1.00	07/14/22	13,745
POLICE - INVESTIGATIONS/CSI	1013240	POLOFFCR	POLICE OFFICER 1	CCLP NS	1.00	12/17/22	13,745
POLICE - PATROL	1013251	POLOFFCR	POLICE OFFICER 1	CCLP NS	1.00	09/15/23	2,326
POLICE - PATROL	1013251	POLOFFCR	POLICE OFFICER 1	CCLP NS	1.00	09/08/23	3,383
POLICE - PATROL	1013251	POLOFFCR	POLICE OFFICER 1	CCLP NS	1.00	09/01/23	4,441
POLICE - PATROL	1013251	POLOFFCR	POLICE OFFICER 1	CCLP NS	1.00	08/17/23	6,767
POLICE - PATROL	1013251	POLOFFCR	POLICE OFFICER 1	CCLP NS	1.00	08/16/23	6,978
POLICE - PATROL	1013251	POLOFFCR	POLICE OFFICER 1	CCLP NS	1.00	05/06/23	13,745
POLICE - PATROL	1013251	POLOFFCR	POLICE OFFICER 1	CCLP NS	1.00	04/04/23	13,745
POLICE - PATROL	1013251	POLOFFCR	POLICE OFFICER 1	CCLP NS	1.00	02/21/23	13,745
POLICE - PATROL	1013251	POLOFFCR	POLICE OFFICER 1	CCLP NS	1.00	01/13/23	13,745
POLICE - PATROL	1013251	POLOFFCR	POLICE OFFICER 1	CCLP NS	1.00	12/30/22	13,745
POLICE - PATROL	1013251	POLOFFCR	POLICE OFFICER 1	CCLP NS	1.00	12/03/22	13,745
POLICE - PATROL	1013251	POLOFFCR	POLICE OFFICER 1	CCLP NS	1.00	10/29/22	13,745
POLICE - PATROL	1013251	POLOFFCR	POLICE OFFICER 1	CCLP NS	1.00	07/14/22	13,745
POLICE - PATROL	1013251	POLOFFCR	POLICE OFFICER 1	CCLP NS	1.00	12/10/21	13,745
POLICE - PATROL	1013251	CRMRESAN	CRIME RESEARCH ANALYST	T243CTP	1.00	05/20/22	CONTRACT
FIRE - ADMIN	1013501	ASTFIRCF	ASSISTANT FIRE CHIEF	NB SUPV	1.00	9/14/2023	*OVERTIME*
FIRE - LOGISTICS	1013510	SECRTY26	SECRETARY	T243CTP	1.00	6/24/2023	9,167
FIRE - LOGISTICS	1013510	MATALSP3	MAINTENANCE ALARM SPECIALIST	IAFF	1.00	7/1/2022	14,706
FIRE - PREVENTION	1013530	INSPECT4	INSPECTORIV	IAFF	1.00	9/14/2023	4,084
FIRE - PREVENTION	1013530	INSPECT4	INSPECTORIV	IAFF	1.00	3/11/2023	22,122
FIRE - PREVENTION	1013530	FIRMARS6	FIRE MARSHALL VI	IAFF	1.00	9/14/2023	4,705

Vacancy Factor Report

Quarter Ending September 30, 2023

Department	Key	PCN	Position Description	Bargaining Unit	FTE	Vacancy	Vacancy Factor
FIRE - OPERATIONS	1013520	CAPTAIN4	CAPTAIN IV	IAFF	1.00	9/25/2023	*OVERTIME*
FIRE - OPERATIONS	1013520	CAPTAIN4	CAPTAIN IV	IAFF	1.00	9/24/2023	*OVERTIME*
FIRE - OPERATIONS	1013520	FIRFIGTR	FIRE FIGHTER	IAFF	1.00	9/23/2023	*OVERTIME*
FIRE - OPERATIONS	1013520	FIRFIGTR	FIRE FIGHTER	IAFF	1.00	9/23/2023	*OVERTIME*
FIRE - OPERATIONS	1013520	FIRFIGTR	FIRE FIGHTER	IAFF	1.00	9/23/2023	*OVERTIME*
FIRE - OPERATIONS	1013520	FIRFIGTR	FIRE FIGHTER	IAFF	1.00	9/23/2023	*OVERTIME*
FIRE - OPERATIONS	1013520	FIRFIGTR	FIRE FIGHTER	IAFF	1.00	9/23/2023	*OVERTIME*
FIRE - OPERATIONS	1013520	FIRFIGTR	FIRE FIGHTER	IAFF	1.00	9/23/2023	*OVERTIME*
FIRE - OPERATIONS	1013520	FIRFIGTR	FIRE FIGHTER	IAFF	1.00	8/26/2023	*OVERTIME*
FIRE - OPERATIONS	1013520	FIRFIGTR	FIRE FIGHTER	IAFF	1.00	8/12/2023	*OVERTIME*
FIRE - OPERATIONS	1013520	FIRFIGTR	FIRE FIGHTER	IAFF	1.00	8/10/2023	*OVERTIME*
FIRE - OPERATIONS	1013520	FIRFIGTR	FIRE FIGHTER	IAFF	1.00	8/3/2023	*OVERTIME*
FIRE - OPERATIONS	1013520	FIRFIGTR	FIRE FIGHTER	IAFF	1.00	6/7/2023	*OVERTIME*
FIRE - OPERATIONS	1013520	FIRFIGTR	FIRE FIGHTER	IAFF	1.00	6/6/2023	*OVERTIME*
FIRE - OPERATIONS	1013520	FIRFIGTR	FIRE FIGHTER	IAFF	1.00	5/25/2023	*OVERTIME*
FIRE - OPERATIONS	1013520	FIRFIGTR	FIRE FIGHTER	IAFF	1.00	5/1/2023	*OVERTIME*
FIRE - OPERATIONS	1013520	FIRFIGTR	FIRE FIGHTER	IAFF	1.00	3/23/2023	*OVERTIME*
FIRE - OPERATIONS	1013520	FIRFIGTR	FIRE FIGHTER	IAFF	1.00	2/25/2023	*OVERTIME*
FIRE - OPERATIONS	1013520	FIRFIGTR	FIRE FIGHTER	IAFF	1.00	2/24/2023	*OVERTIME*
FIRE - OPERATIONS	1013520	FIRFIGTR	FIRE FIGHTER	IAFF	1.00	2/23/2023	*OVERTIME*
FIRE - OPERATIONS	1013520	FIRFIGTR	FIRE FIGHTER	IAFF	1.00	1/17/2023	*OVERTIME*
FIRE - OPERATIONS	1013520	FIRFIGTR	FIRE FIGHTER	IAFF	1.00	12/16/2022	*OVERTIME*
FIRE - OPERATIONS	1013520	FIRFIGTR	FIRE FIGHTER	IAFF	1.00	11/21/2022	*OVERTIME*
FIRE - OPERATIONS	1013520	FIRFIGTR	FIRE FIGHTER	IAFF	1.00	11/11/2022	*OVERTIME*
FIRE - OPERATIONS	1013520	FIRFIGTR	FIRE FIGHTER	IAFF	1.00	11/5/2022	*OVERTIME*
FIRE - OPERATIONS	1013520	FIRFIGTR	FIRE FIGHTER	IAFF	1.00	5/7/2022	*OVERTIME*
FIRE - OPERATIONS	1013520	FIRFIGTR	FIRE FIGHTER	IAFF	1.00	10/23/2021	*OVERTIME*
FIRE - TRAINING	1013540	SECRTY26	SECRETARY	T243CTP	1.00	9/8/2023	2,477
PARKS/BUSINESS & MGMT	1013810	ADMAST28	ADMIN ASSISTANT	T243CTP	1.00	9/13/2023	1,923
PARKS/BUSINESS & MGMT	1013810	PTCLRK23	PT CLERK 23	T243CTP PT	0.50	1/6/2023	3,807
PARKS/COMMUNITY CENTERS	1013811	PTCLRK22	PT CLERK 22	T243CTP PT	0.50	7/24/2023	2,796
PARKS/COMMUNITY CENTERS	1013811	PTCTRPRG	PT COMMUNITY CENTER PROGRMMR	T243PT	0.50	6/25/2021	7,089
1st Quarter Vacancy factor:					**99.75**		**856,010**

Vacancy Factor Report

Quarter Ending September 30, 2023

Department	Key	PCN	Position Description	Bargaining Unit	FTE	Vacancy	Vacancy Factor
Non-Vacancy Factor (non-General Fund) Vacancies							
PUBLIC SERVICE/O&M	1013611	FRSTWKR6	ARBORIST 500	UAW	1.00	6/1/2023	12,036
PUBLIC SERVICE/O&M	1013611	FRSTWKR6	ARBORIST 500	UAW	1.00	7/20/2019	12,036
PUBLIC SERVICE/O&M	1013611	DRIVRWKR	DRIVER WORKER 300	UAW	1.00	09/19/2023	1,534
PUBLIC SERVICE/O&M	1013611	DRIVRWKR	DRIVER WORKER 300	UAW	1.00	06/18/2022	11,079
PUBLIC SERVICE/O&M	1013611	DRIVRWKR	DRIVER WORKER 300	UAW	1.00	03/31/2022	11,079
PUBLIC SERVICE/O&M	1013611	DRIVRWKR	DRIVER WORKER 300	UAW	1.00	01/16/2022	11,079
PUBLIC SERVICE/O&M	1013611	SNMATWKR	MAINTENANCE WORKER	UAW	1.00	03/26/2021	11,079
PUBLIC SERVICE/O&M	1013611	SWRTMWK5	SEWER MAINTENANCE WORKER	UAW	1.00	03/15/2023	13,016
PUBLIC SERVICE/O&M	1013611	CRTFNWRK	CONCRETE WORKER	UAW	1.00	03/28/2023	12,036
PUBLIC SERVICE/O&M	1013611	FRSTWKR5	ARBORIST 500	UAW	1.00	02/22/2023	12,036
PUBLIC SERVICE/O&M	1013611	PKSMTWK4	PARKS MAINTENANCE WORKER	UAW	1.00	09/29/2023	185
PUBLIC SERVICE/O&M	1013611	PKSMTWK4	PARKS MAINTENANCE WORKER	UAW	1.00	07/26/2023	8,888
PUBLIC SERVICE/O&M	1013611	EQPOPWK4	EQUIPMENT OPERATOR WORKER 400	UAW	1.00	01/27/2023	12,036
PUBLIC SERVICE/O&M	1013611	SWRMTWK3	SEWER MAINTENANCE WORKER	T243SUPV	1.00	01/31/2022	13,016
PUBLIC SERVICE/O&M	1013611	OMSUPERT	O&M SUPERINTENDENT	NBSUPV	1.00	5/8/2023	22,663
PUBLIC SERVICE/O&M	1013611	WWMATWK6	WASTEWATER MAINTENANCE WKR 600	T243SUPV	1.00	5/27/2020	13,016
PUBLIC SERVICE/O&M	1013611	PUBWKSUP	PUBLIC SERVICE SUPERVISOR	T243SUP	1.00	12/4/2021	18,128
PUBLIC SERVICE/O&M	1013611	SOLWASUP	SOLID WASTE SUPERVISOR	T243SUP	1.00	8/15/2020	16,421
ED&P/CDBG REHAB	5266305600	CMDEVCRD	COMMUNITY DEVELOPMENT COORDINATOR	T243SUPV	1.00	5/5/2023	23,207
ED&P/BUILDING SAFETY	2492610	BLDINSPC	BUILDING INSPECTOR	T243CTP	1.00	7/21/2023	12,884
ED&P/BUILDING SAFETY	2492610	PLNREVSU	PLANT REVIEW SUPERVISOR	T214SUPV	1.00	1/8/2022	20,016
ED&P/BUILDING SAFETY	2492610	MECINSPC	MECHANICAL INSPECTOR	T243CTP	1.00	6/30/2023	18,128
ED&P/PARKING	5853641	CUSTSREP	CUSTOMER SERVICE REP 28	T243CTP	1.00	1/22/2018	14,876
ED&P/PARKING	5853641	MANTWKR2	MAINTENANCE WORKER 200	UAW	1.00	4/19/2023	12,036
ED&P/PARKING	5853641	PKGRVCOL	PARKINS SERVICES WORKER	UAW	1.00	3/27/2023	8,532
PUBLIC SERVICE/WWTP	5903670	ASPLSUPT	ASSIST PLANT SUPERINTENDENT	NB SUPV	1.00	7/31/2020	21,561
PUBLIC SERVICE/WWTP	5903670	LABSUP-TBD	LAB SUPERVISOR	T243SUP	1.00	7/1/2017	18,128
PUBLIC SERVICE/WWTP	5903670	INDSRSUP	INDUSTRIAL SURVELIANCE SUPERVISOR	T243CTP	1.00	7/1/2015	18,128
PUBLIC SERVICE/WWTP	5903670	ELECTECH	ELECTRICAL TECHNICIAN	T243CTP	1.00	10/5/2006	15,642
PUBLIC SERVICE/WWTP	5903670	WWMATWK6	WASTE WATER PLANT LABORER	UAW	1.00	7/12/2019	12,036
PUBLIC SERVICE/WWTP	5903670	WWSYSANL	WASTEWATER SYSTEMS ANALYST	T243CTP	1.00	10/23/2015	16,421
PUBLIC SERVICE/WWTP	5903670	UTLELWKR	UTILITY ELECTRICAL WORKER	UAW	1.00	10/1/2022	13,016
PUBLIC SERVICE/WWTP	5903670	WWMATWK6	WASTEWATER MAINTENANCE WKR 600	UAW	1.00	2/23/2023	13,016
PUBLIC SERVICE/WWTP	5903670	PLOPSU33	PLANT OPERATIONS SUPERVISOR 33	T243SUPV	1.00	4/29/2023	14,078
PUBLIC SERVICE/WWTP	5903670	UTMATWK4	UTILITY MAINT WORKER 400	UAW	1.00	12/31/2022	11,079
PUBLIC SERVICE/WWTP	5903670	LABTECHN	LABORATORY TECHNICIAN	T243CTP	1.00	6/30/2023	10,062
PUBLIC SERVICE/WWTP	5903670	WWPLTOP5	WASTEWATER PLANT OPERATOR	UAW	1.00	9/16/2023	1,852
PUBLIC SERVICE/WWTP	5903670	WWPNTOP6	WASTEWATER MAINTENANCE WKR 600	UAW	1.00	1/28/2023	13,016
INFO TECH	6303130	ADMSPC30	ADMINISTRATIVE SPECIALIST	T243CTP	1.00	9/30/2023	-
PUBLIC SERVICE/FLEET	6433623	MECHANIC	MECHANIC	UAW	1.00	9/15/2023	2,203
PUBLIC SERVICE/FLEET	6433623	RADIOTEC	RADIO INST. TECHNICIAN	T243CTP	1.00	7/14/2023	8,669
PUBLIC SERVICE/FLEET	6433623	ATGARSUP	ASSIST SHIFT GARAGE SUPERVISOR	T243SUP	1.00	7/1/2017	14,876
PUBLIC SERVICE/FLEET	6433623	ATGARSUP	ASSIST SHIFT GARAGE SUPERVISOR	T243SUP	1.00	7/12/2019	14,876
PUBLIC SERVICE/FLEET	6433623	MECHANIC	MECHANIC	UAW	1.00	3/29/2019	13,016
PUBLIC SERVICE/FLEET	6433623	MECHANIC	MECHANIC	UAW	1.00	5/13/2019	13,016
PUBLIC SERVICE/FLEET	6433623	MECHANIC	MECHANIC	UAW	1.00	8/17/2019	13,016
PUBLIC SERVICE/FLEET	6433623	SRVCSPEC	SERVICE SPECIALIST	T243CTP	1.00	9/20/2019	11,731
PUBLIC SERVICE/FLEET	6433623	MECHANIC	MECHANIC	UAW	1.00	6/4/2022	13,016
PUBLIC SERVICE/FLEET	6433623	MECHANIC	MECHANIC	UAW	1.00	7/21/2021	13,016
PUBLIC SERVICE/FLEET	6433623	VEHWKR04	VEHICLE MAINTENANCE WORKER 400	UAW	1.00	11/1/2020	11,079
PUBLIC SERVICE/ENGINEERING	6453603	ENGTEC34	ENGINEERING TECHNICIAN SUPV	T243SUPV	1.00	4/17/2023	14,779
PUBLIC SERVICE/ENGINEERING	6453603	ENGINR38	ENGINEER 38	T214NS	1.00	1/26/2023	23,286
PUBLIC SERVICE/ENGINEERING	6453603	ENGINR38	ENGINEER 38	T214NS	1.00	6/6/2019	23,286
PUBLIC SERVICE/ENGINEERING	6453603	TRANSENG	TRANSPORTATION ENGINEER	NB SUPV	1.00	1/1/2020	27,631
HUMAN RESOURCES	1012800	SAFTYADM	HEALTH & WELLNESS SPECIALIST	T243CTP	0.75	7/1/2022	11,157
HUMAN RESOURCES	1012800	PTPRTECH	PT RETIREMENT ANALYST	T243PT	0.50	7/1/2022	7,821
DISTRICT COURT	7602201	PROBOFCR	PROBATION OFFICER	DCT243	1.00	4/1/2021	13,373
DISTRICT COURT	7602201	DPCLERK2	DEPUTY CLERK 2	DCT243	1.00	8/28/2023	3,834
DISTRICT COURT	7602201	DPCLERK2	DEPUTY CLERK 2	DCT243	1.00	7/15/2023	8,436
DISTRICT COURT	7602201	PROBOFCR	PROBATION OFFICER	DCT243	1.00	7/12/2019	CONTRACT
1st Quarter Vacancy factor:					**59.25**		**761,193**
Total 1st Quarter Vacancy factor					**159.00**		**1,617,203.11**

CITY OF LANSING

INTERNAL AUDITOR

124 W MICHIGAN AVE FL 10

LANSING MI 48933-1605

(517) 483-4159

Date: November 1st, 2023

To: Lansing City Council

From: Emily Linden, Internal Auditor

Re: Committee of the Whole – November 13th, 2023

Subject: General Fund Status Report and Vacancy Report – FY 2024 1st Quarter

General Fund Status Report Overview

City Council adopted an amended budget that allocated $156.6 million in General Fund revenue and $165.4 million in General Fund expenditures. At the end of the first quarter the City has received $61,406,076 in operating revenue (39.2% of yearly total) and has spent $39,108,531 in expenditures (23.6% of yearly total).

Revenue Notes:

- Income tax collections are below 1st quarter expectations. 9.8% of budgeted revenue from income taxes have been collected, which is below the three-year average of 12.7% collected by the end of the first quarter.
- As of 9/30/23 the City had not received the first quarterly return on equity payment from the Board of Water and Light.

Expenditure Notes:

- Economic Development and Planning has spent 26.4% of their yearly General Fund budget. The three-year first quarter average for ED&P is 22.2%
- Parks and Recreation has spent 16.5% of their yearly General Fund budget. The three-year first quarter average for Parks and Recreation is 15.9%.
- Human Service Agency Support has only spent 5% of their General Fund budget. The three-year first quarter average for Human Service Agency Support is 21.6%.

Vacancy Factor Report Overview

The General Fund third quarter vacancy factor is 99.75 resulting in a savings of approximately $856,010. The year-to-date General Fund vacancy factor savings total is $856,010.

The Non-General Fund third quarter vacancy factor is 59.25 resulting in a savings of $761,193. The year-to-date Non-General Fund vacancy factor savings total is $761.193.

The combined first quarter General Fund and Non-General Fund vacancy factor savings total $1,617,203.

General Fund Vacancy Factor		
1st Quarter Vacancy Factor	99.75	856,010
Total General Fund	**99.75**	**856,010**

Non-General Fund Vacancy Factor		
1st Quarter Vacancy Factor	59.25	761,193
Total Non-General Fund	**59.25**	**761,193**

Vehicle Replacement Cycles

Default	12 years
Police	Patrol 4-5 yrs
Fire	Ambulance 6 yrs
	Suppression 15-20 yrs
P.S.	Packer 8 yrs

CART Truck Information

The City has 23 trucks use for collection of refuse, recycling and yard waste as follows:

- Recycling: 8
- Refuse: 9
- Refuse/Yard Waste: 3
- Yard Waste: 2
- Parks/Grounds: 1

Historically, these vehicles were purchased (and owned) by Fleet, with costs for purchase/replacement, maintenance, repairs and fuel rolled into the rental rate.

In FY '23, the 596 (refuse) and 597(recycling/yard waste) funds started purchasing trucks within their respective fund budgets, consistent with other enterprise funds (Parking and Wastewater).

Between 2010 and 2022, between zero and five packers were purchased each year (1.67 average). The long-range plan is to purchase two vehicles per year (one from the refuse fund and one from the recycling/yard waste fund). Once fully implemented, over a period of approximately 10 years, the current maximum truck age would decrease from 21 to 12 years and the average age from 9 to 5 years. This would put the age of the City's collection fleet in line with industry standards.

@ m+8

Boak, Sherrie

From: Kilpatrick, Andrew
Sent: Monday, November 13, 2023 6:59 PM
To: Boak, Sherrie
Cc: Lawrence, Mark
Subject: CART truck ages by use

Follow Up Flag: Follow up
Flag Status: Flagged

Below are the current average truck ages by use:

- Refuse 8.6
- Recycling 6
- Yard Waste 14.2
- Parks/Grounds 14

Since trucks were purchased by the Fleet Services internal service fund until 2023, pre-2023 vehicles are owned by the Fleet (643) fund and can be moved between uses to balance services levels. Starting with 2023 when vehicles were purchased by specific funds, they are owned by the fund and use by another fund would require internal accounting to charge/credit the appropriate fund.

Andy

Boak, Sherrie

From: Kilpatrick, Andrew
Sent: Monday, November 13, 2023 6:34 PM
To: Boak, Sherrie
Cc: Lawrence, Mark; Linden, Emily K.
Subject: Refuse/Recycling fund balances

Equity in Pooled Cash amounts for the funds are as follows for FY '22 (most recent audited numbers)

Refuse (596) $2.1 million
Recycling/Yard Waste (597) $2.3 million

Andy

BY THE COMMITTEE ON CITY OPERATIONS
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Board of Water & Light on Haco Dr. is the Polling Place for Ward 1, Precinct 09; and

WHEREAS, the Board of Water & Light on Haco Dr. is no longer available as a Polling Place; and

WHEREAS, the Shirley Rodgers Administration Building is the Polling Place for Ward 4, Precinct 36; and

WHEREAS, the Shirley Rodgers Administration Building has not proven to be suitable for voters as a Polling Place; and

WHEREAS, Willow School is the Polling Place for Ward 4, Precinct 38; and

WHEREAS, Willow School is scheduled to be torn down and reconstructed and will be unavailable for an indeterminate amount of time; and

WHEREAS, the City of Lansing has opted to authorize the City Clerk to offer Early Voting in non-statewide and federal elections; and

WHEREAS, Early Voting is required in all statewide and federal elections; and

WHEREAS, City Clerk Swope sought input from impacted voters in the 3 precincts affected by Polling Place changes; and

WHEREAS, City Clerk Swope recommends the following Polling Places and Early Voting Sites:

Ward 1
Precinct 09 Potter Park Zoo, 1301 S. Pennsylvania Ave.

Ward 4
Precinct 36 First Presbyterian Church, 510 W. Ottawa St.
Precinct 38 Letts Community Center, 1220 W. Kalamazoo St.

Early Voting
Reo Election Unit, 1221 Reo Rd.
Foster Community Center, 200 N. Foster Ave.
Letts Community Center, 1220 W. Kalamazoo St.

[25480:6:20150605:125656]

NOW, THEREFORE, BE IT RESOLVED that the Lansing City Council, hereby, makes the following Polling Place assignments effective after the November 7, 2023 City Election:

Ward 1

Precinct 09	Potter Park Zoo, 1301 S. Pennsylvania Ave.

Ward 4

Precinct 36	First Presbyterian Church, 510 W. Ottawa St.
Precinct 38	Letts Community Center, 1220 W. Kalamazoo St.

BE IT FURTHER RESOLVED that the City Clerk shall notify the Registered Electors of affected precincts of the relocations.

BE IT FURTHER RESOLVED that the City Clerk shall work to ensure proper signage to assist relocated voters in finding their Polling Place.

BE IT FURTHER RESOLVED that the Lansing City Council makes the following Early Voting Polling Place assignments:

Early Voting

Reo Election Unit, 1221 Reo Rd.
Foster Community Center, 200 N. Foster Ave.
Letts Community Center, 1220 W. Kalamazoo St.

[25480:6:20150605:125656]

Andy Schor, Mayor

AUG11'23 4PM CLERK

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.

"Equal Opportunity Employer"

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson, Senior Buyer

DATE: Oct. 26, 2023

SUBJECT: Sole Source Purchase – Dymaxion Development LLC

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

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

Department: Office of Community Media
Vendor: Dymaxion Development LLC
Item Purchased: Owners Representative for Ovation/Public Media Center Construction
Dollar Amount: $ 600,000
Account: 1019012109-970000

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

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

sr

CITY of LANSING
INTEROFFICE COMMUNICATION

TO: Andy Schor, Mayor

FROM: Stephanie Robinson, Senior Buyer

DATE: **October 24, 2023**

SUBJECT: Sole Source – Dymaxion Development LLC

The City of Lansing Office of Community Media requests that Dymaxion Development LLC be designated as a Sole Source Owner's Representative for the Ovation /Public Media Center Construction Project .

Please see the attached letter from Dominic Cochran regarding the request.

Based on the attached letter Purchasing recommends issuing a sole source purchase order to Dymaxion Development LLC in the amount not to exceed $ 600,000 from account xxxxxxxx for the Office of Community Media Department.

This consultant has been identified as a Lansing based firm.

Attachment

Date: _______________

Approved______ Denied ______

____
Andy Schor, Mayor

City of Lansing

Report Date: 07/01/2023

PURCHASE ORDER STATUS INQUIRY

PURCHASE ORDER INFORMATION

PO Number:
PR Number: **PR018653**

Vendor: **V051060** DYMAXION DEVELOPMENT LLC

Addr Cd: PR 503 MALL COURT
SUITE 312
LANSING, MI 48912

Requisition

Confirm:		**Requested by:**	SROBINSO	**Req. Dt:**	10/26/2023	**Blanket Number:**	
Account:		**Approved Status:**	APRV	**Apr Dt:**	10/26/2023	**Blanket Amount:**	0.00
Bid:		**Printed by:**		**Print Dt:**		**Blanket Remaining:**	0.00
Contract:						**Buyer:**	B003
Ship To:	S90100	**End Use:**	DOMINIC COCHRAN			**Req. Codes:**	SS
Bill To:	S90100	**Terms:**					

ITEMS

Item	Qty Ordered	Qty Received	UN	Unit Price	Key	Object	Tax1 Tax2	Discount Charges	Extended	Catalog Ship To	F/A Whse	Print Chg
0001	600,000	0	LS	1.00	1019012109	970000	0.00		600,000.00		N	Y
												Y

OWNERS REPRESENTATIVE FOR
OVATION/PUBLIC MEDIA CENTER
CONSTRUCTION PROJECT
FOR THE COST OF 3% OF THE
TOTAL HARD AND SOFT COSTS
OF THE PROJECT NOT TO EXCEED
$600,000. CENTER IS CORNER
OF S. WASHINGTON AVE &
LENAWEE ST, AND REDEVELOPMENT
OF EXISTING BUILDING AT 520 S
WASHINGTON AVE.

PR Notes/Print Before/Print After Text

terms of payment
3 % of total and hard costs,
initial pre payment of pre development cost of
$49,572.00
monthly payments, not to exceed $600,000

APPROVAL STATUS

This Requisition has been approved

Status	Approver	Received In	Processed Out
Accepted	Stephanie Robinson	2023/10/26 13:16:03	2023/10/26 13:15:54
Accepted	CHICK, MARILYN K	2023/10/26 13:16:04	2023/10/26 13:16:04
Accepted	CHICK, MARILYN K	2023/10/26 13:16:05	2023/10/26 13:16:05
Accepted	Bitech Software Incorporated	2023/10/26 13:16:05	2023/10/26 13:16:05

ENCUMBRANCES

Item #	Key	Object	Reference #	Post Date	EN Amount	PD Amount	T	Pay
0001	1019012109	970000	PR018653	10/26/2023	600,000.00		EN	
					Balance:	**600,000.00**		

Andy Schor, Mayor

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.

LANSING MICHIGAN

Andy Schor, Mayor

Date: 10.25.23

Desiree Kirkland, MiCPT, CPFIM
(City Treasurer)
Approved - Taxpayer Status Confirmed

City of Lansing Department of Treasury & Income Tax
Bidder Tax Account Status

This affidavit must be completed by each person that has ownership interest in the Applicant.

Legal Business Name	Doing Business As (DBA)	FEIN
Dymaxion Development LLC		82-4330088

Corporate Street Address	City	State	Zip Code
503 Mall Ct STE 312	Lansing	MI	48912

Applicant First Name	Applicant Last Name
Jeffrey	Deehan

Street Address	City	State	Zip Code
6133 Cottage Dr.	Haslett	MI CHOOSE	48840

Last 4 of SSN	Driver's License Number	Date of Birth
5696	D500 350 745 357	05/11/1984

- [x] I affirm that I, the Applicant, am not delinquent or late on any property taxes owed to the City of Lansing for properties in which the Applicant has ownership interest.
- [x] I affirm that I, the Applicant: [ ] am an employer in the City of Lansing and I am in compliance with all required wage withholding and income tax reporting requirements, or, [x] am not an employer in the City of Lansing.
- [x] I affirm that I, the Applicant, am not delinquent or late on any corporate or other business income taxes owed to the City of Lansing, and, have submitted any required forms to the City Treasurer & Income Tax Administrator

CONSENT FOR DISCLOSURE: By my signature below I expressly consent the Income Tax Administrator to disclose to the City of Lansing's Purchasing agent whether the Taxpayer is delinquent on income tax payments, or not. Taxpayer is responsible for any necessary subsequent disclosure.

I affirm that the statements above a true to the best of my information, knowledge, and belief.

City of Lansing Treasury & Income Tax Department
City Hall, 124 W. Michigan Ave., Lansing, MI 48933-1695

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

Sole Source Memo Letter

Information Page

Creator

STEPHANIE ROBINSON

Contact Person*

STEPHANIE ROBINSON

Department

Mayor

Contact Person Phone

5174834128

Contact Person Email

stephanie.robinson@lansingmi.gov

Goods or Service?*

○ Goods ◉ Services

Vendor Name*

DYMAXION DEVELOPMENT LLC

Vendor Number

V051060

Approval Deadline

10/25/2023

Proposed Start Date

10/25/2023

Proposed End Date

Account Number

Purchase Order Number

Deadline Info

Justification

SOLE SOURCE FOR OVATION PUBLIC MEDIA CENTER CONSTRUCTION PROJECT - THIS WOULD BE FOR THE OWNERS REPRESENTATIVE.

Support Documents

SOLE SOURCE DYMAXION DEVELOPMENT MEMO LETTER TO THE …	86.57KB
Sole Source Memo Dymaxion to Purchasing from Department.docx	687.94KB
Contract to be signed - 2023-000202 - Dymaxion.pdf	7.22MB
DYMAXION DEV TREASURER FORM APPROVAL.pdf	429.43KB

Routing

Mayor Approval

(•) Approved ( ) Denied

Mayor Signature (Approval)

Purchasing: Attach documents to create a packet for Council.

Purchasing PO *

P089447 DYMAXION DEVELOPMENT CITY MEDIA.pdf	383.58KB

Cover Letter *

SOLE SOURCE DYMAXION DEVELOPMENT MEMO TO COUNCIL COV…	8MB

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

PURCHASE ORDER

P.O. NUMBER	P089447
DATE	10/27/23
VENDOR I.D.	V051060
DELIVERY DATE	
FOB	
REQUISITION NO	PR018653

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

TO:
DYMAXION DEVELOPMENT LLC
503 MALL COURT
SUITE 312
LANSING, MI 48912

PHONE# (517) 940-4882 FAX#

DELIVER ITEMS TO:
CITY OF LANSING MAYOR'S OFFICE
124 W MICHIGAN AVENUE 9TH FLOOR
LANSING, MI 48933

SEND INVOICE TO:
CITY OF LANSING MAYOR'S OFFICE
124 W MICHIGAN AVENUE 9TH FLOOR
LANSING, MI 48933

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
001	OWNERS REPRESENTATIVE FOR OVATION/PUBLIC MEDIA CENTER CONSTRUCTION PROJECT FOR THE COST OF 3% OF THE TOTAL HARD AND SOFT COSTS OF THE PROJECT NOT TO EXCEED $600,000. CENTER IS CORNER OF S. WASHINGTON AVE & LENAWEE ST, AND REDEVELOPMENT OF EXISTING BUILDING AT 520 S WASHINGTON AVE.	600,000	LS	1.00	600,000.00
				TAX	0.00
				TOTAL	600,000.00

THE ARTICLES SPECIFIED ARE SUBJECT TO THE FOLLOWING CONDITIONS:

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

Federal Tax ID: 38-6004628

AUTHORIZED SIGNATURE Desiree A. Kirkland

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

WHEREAS, on June 27, 2023 the Administration entered into an agreement with Dymaxion Development, LLC as the Program Manager/Owner's Representative for the Lansing Performing Arts Center (The Ovation) not to exceed $600,000 for services navigating the significant stages of construction of the project; and

WHEREAS, the City of Lansing City Council adopted Ordinance 1218 January 23, 2017 (206.05-Sole Source Procurement) specifically listing the criteria in determining there is only one source for supplying a requested service or construction; and

WHEREAS, City Council does not believe that the agreement made by the Administration with Dymaxion Development, LLC as a sole source meets the Ordinance 1218; and

WHEREAS, City Council does believe that there are more capable companies in the Lansing area that can serve as program manager/owner's representative for a City of Lansing project that is in excess of $15,000 and the service should be put out to bid.

BE IT RESOLVED, the Lansing City Council denies the Sole Source granted by the Administration with Dymaxion Development, LLC because it does not meet the criteria set or the spirits of the 206.05 Sole Source Procurement (Ordinance 1218) and RFP shall be established allowing others to bid with the City purchasing office.

BE IT FURTHER RESOLVED, the agreement signed by the Administration and Dymaxion Development, LLC shall be made null and void.

Cmty

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

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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 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.

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 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 shall 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 30th day after enactment, unless given immediate effect by City Council and shall expire December 31, 2032.

Draft 3
11/13/2023

Procedure for Charter Revision

1. Charter Revision Question
    a. Lansing Charter 2-410 – question of whether there shall be a general revision of the City Charter placed on the November general election ballot every 12 years.
    b. If electors vote yes, proceed to step 2
2. Charter Revision Commission is created
    a. MCL 117.18 – charter commission shall be elected consisting of 9 electors of the City
        i. Candidates must have a residence of at least 3 years in the City of Lansing, at least 1 year of which must immediately precede the term of office (May 21, 2024).
        ii. No City Officer or Employee is eligible to serve on the Charter Revision Commission.
    b. Pursuant to 2-204.5, the "City Clerk shall assist members of the public by providing information regarding the requirements for candidacy, and in the preparation of petitions."
    c. Per the City Clerk and consistent with State Election Law, the election of Charter Revision Commissioners will be May 7, 2024. The filing deadline for candidates is 4:00 pm on January 23, 2024.
3. A Proposed Charter Revision, approved by the Governor, is submitted to the electors
    a. If the proposed revised charter is rejected by the electors of the city, the Charter Revision Commission shall immediately reconvene and determine further action:
        i. If the commission decides not to take any further action, the Charter Commission shall terminate and cease to exist
        ii. Or, the Commission may choose to provide a revision of, or amendments to, the Revised Charter previously prepared
            1. The Revised Charter will then be resubmitted to the state for approval, and then to the electors of the city for a vote
    b. A proposed revised charter as originally submitted or resubmitted with amendments shall be submitted no more than 3 times to the qualified electors of the City.
        i. If the Proposed Charter is rejected 3 times, or if no revised Charter is adopted during the 3 years following the adoption of the proposition to revise, then the Charter Revision Commission shall terminate and Cease to exist.
    c. Passage of a proposed revised charter requires a simple majority vote of the electors.

@ mtg