

City of Flint, Michigan

*Third Floor, City Hall
1101 S. Saginaw Street
Flint, Michigan 48502
www.cityofflint.com*



Meeting Agenda - Final

Monday, January 27, 2020

5:30 PM

Council Chambers

CITY COUNCIL

*Monica Galloway, President, Ward 7
Eric Mays, Vice President, Ward 1*

*Maurice D. Davis, Ward 2
Kate Fields, Ward 4
Herbert J. Winfrey, Ward 6*

*Santino J. Guerra, Ward 3
Jerri Winfrey-Carter, Ward 5
Allan Griggs, Ward 8*

Eva L. Worthing, Ward 9

Inez M. Brown, City Clerk

Davina Donahue, Deputy Clerk

CALL TO ORDER**ROLL CALL****PLEDGE OF ALLEGIANCE****READING OF DISORDERLY PERSONS CITY CODE SUBSECTION**

Any person that persists in disrupting this meeting will be in violation of Flint City Code Section 31-10, Disorderly Conduct, Assault and Battery, and Disorderly Persons, and will be subject to arrest for a misdemeanor. Any person who prevents the peaceful and orderly conduct of any meeting will be given one warning. If they persist in disrupting the meeting, that individual will be subject to arrest. Violators shall be removed from meetings.

REQUEST FOR CHANGES AND/OR ADDITIONS TO AGENDA

Council shall vote to adopt any amended agenda.

PRESENTATION OF MINUTES**PUBLIC HEARINGS**

200011.6 Public Hearing/Ordinance No. 200011

A public hearing for Ordinance No. 200011, an ordinance to amend the Flint City Code of Ordinances by amending Chapter 18 (Taxation; Funds; Purchasing), Article II Assessments), Section 18-5.3 (Same - Meeting; Submission of Assessment Roll).

PUBLIC SPEAKING

Per the amended Rules Governing Meetings of the Council (as adopted by the City Council on Monday, June 12, 2017), three (3) minutes per speaker. Only one speaking opportunity per speaker. Numbered slips will be provided prior to the start of the meeting to those wishing to speak during this agenda item. No additional speakers or slips will be accepted after the meeting begins. Speakers may not allocate or "donate" their allotted time to another person. Council members may not speak during Public Speaking, nor may they make response comments to speakers. Council members may use their five (5) minutes for Final Comments to address any issues that have been addressed by Public Speakers.

COUNCIL RESPONSE

Per the amended Rules Governing Meetings of the Council (as adopted by the City Council on Monday, June 12, 2017), Councilpersons may respond to any public speaker, but only one response and only when all public speakers have been heard. Individual council response is limited to two minutes and is subject to all rules of decorum and discipline.

PETITIONS AND UNOFFICIAL COMMUNICATIONS

COMMUNICATIONS (from Mayor and Other City Officials)**ADDITIONAL COMMUNICATIONS****APPOINTMENTS**

- 200045.1** Amendment/Appointment/Economic Development Corporation (EDC) Board of Directors/Richard L. King

Amended resolution resolving that the Flint City Council approves the appointment of Richard L. King (328 Cloverdale Place, Flint, MI 48503) to the Economic Development Corporation (EDC) Board of Directors for a six-year term commencing January 27, 2020, and expiring March 31, 2024, as recommended by Mayor Sheldon Neeley. [By way of background, Mr. King is filling the remaining term for Robert Blake, whose term expires in March 2024, and who resigned in May 2019.] [NOTE: Resolution amended to correct starting date.]

RESOLUTIONS

- 200001** Contract Name Change/Golder Associates (Formerly Engineering & Environmental Solutions)/Bray Road Dump Site/Environmental Site Assessment

Resolution resolving that the proper city officials, upon City Council's approval, do all things necessary to authorize ongoing work being completed by Engineering and Environmental Solutions be transferred to Golder Associates, in an amount NOT-TO-EXCEED \$36,450.00, as requested by the Department of Public Works [Water Fund Acct. No. 591-536.100-801.000.] [NOTE: The City of Flint entered into a contract with Engineering and Environmental Solutions for Bray Road dump site/environmental site assessment, in an amount NOT-TO-EXCEED \$72,890.00. Engineering and Environmental Solutions recently joined Golder Associates, and the same personnel will continue to work on this project.]

- 200034** Jack Doheny Companies/Vactor Hydro Excavator/Model HXX 824

Resolution authorizing the proper city officials to issue a purchase order to Jack Doheny Companies for one (1) Vactor Hydro Excavator, Model HSS 824, with price to include the trade-in of two (2) Vactor Combo Units, in an amount NOT-TO-EXCEED \$132,660.00, as requested by Fleet [Fleet/Central Garage Fund Acct. No. 661-451.100-977.500.]

- 200035** Two-Year/Lightle Enterprises of Ohio, LLC/Traffic Cones Drums & Barricades

Resolution authorizing the Department of Purchases & Supplies, upon City Council's approval, to issue a purchase order to Lightle Enterprises of Ohio, LLC, for traffic cones, drums and barricades, as requested by Public Works, in

an amount NOT-TO-EXCEED \$174,000.00 (\$87,000.00 for FY2020, and \$87,000.00 for FY 2021) [Major Street Fund Acct. No. 202-443.201-726.000 = \$50,000.00 and Local Street Fund Acct. No. 203-443.201-726.000 = \$37,000.00.]

- 200036** Contract/Rowe Professional Services Co./Preliminary Engineering Services
No. 2840 Fenton Road Bridge Over Thread Creek

Resolution resolving that the proper city officials, upon City Council's approval, are hereby authorized to enter into a contract with Rowe Professional Services Co. for preliminary engineering services, for bridge No. 2840 Fenton Road (over Thread Creek), in an amount NOT-TO-EXCEED \$184,850.00 [Major Street Fund Acct. No. 202-441.702-801.000.] [NOTE: This bridge is scheduled to be replaced in FY2021.]

- 200038** Grant Acceptance/Budget Amendment/Transfer of Funds/Michigan Department of Labor & Economic Opportunity/MICA 2.0 Workforce Development Grant Program

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to accept the MICA 2.0 Workforce Development Grant, (to) amend the budget, (to) appropriate grant funding for revenue and expenditures in future fiscal years as long as funds are available from the grantor, and (to) abide by terms and conditions of the grant from the Michigan Department of Labor & Economic Opportunity, under Grant Code FLEO-MICA18, in the amount of \$170,500.00. [NOTE: The grant is meant to provide training and employment for 50 Flint community residents with barriers to employment. The program is led by the Economic Development Department at the City of Flint and is supported by key workforce partners such as Mott Community College and the GST Michigan Works.]

- 200039** Donation Acceptance/Pistons Sports & Entertainment/Stadium Chairs/Misc. Supplies

Resolution resolving that the Flint City Council agrees to accept the donation of stadium chairs and miscellaneous supplies [valued at \$220,000.00] from Pistons Sports and Entertainment, as requested by the Mayor. [NOTE: The stadium chairs will be installed in City Hall Council Chambers and Dome.]

- 200040** Budget Amendment/Transfer of Funds/Information Technology/IP Telephony System

Resolution resolving that the proper city officials, upon City Council's approval, are hereby authorized to do all things necessary to amend the FY2019-2020 adopted budget of the City of Flint to [transfer \$196,000.000 from the Information Services Fund Balance (636) to IS Equipment Acct. No. 636-228.100-977.000], as requested by Information Technology. [NOTE: Funding for the new IP Telephony System was included in the previous year's budget. However, the installation and payment for the new phones occurred during the first quarter of FY2019-2020, which forced the Information Technology Equipment Fund to be over budget.]

- 200043** Repayment Forgiveness/HOME Investment Partnership Funds/Shiloh Commons Limited Dividend Housing Association (LDHA)/Shiloh Commons/3209 Buick Street

Resolution resolving that the appropriate city officials are authorized to do all things necessary to forgive the HOME Loan, in the amount of \$848,148.00, to Shiloh Commons LDHA in full, and to enter into a new HOME regulatory agreement to record the remaining 20-year HOME Affordability Period that commenced on May 2, 2003, maintaining the rent and income requirements on the 11-HOME-assisted units, as requested by Planning and Development. [In March 2019, MHT Housing, Inc. acquired the General Partner share and made a formal request to forgive the HOME Loan in full to allow for new financing to be acquired through the Michigan State Housing Development Authority (MSHDA), allowing the property to become financially feasible in the future and to undergo needed renovations. The request is supported by both MSHDA and by the U.S. Department of Housing and Urban Development (HUD).]

RESOLUTIONS (May Be Referred from Special Affairs)

- 200025** Settlement/Palladeno, et al v. City of Flint, et al/Court Case No. 18-cv-11165

Resolution resolving that the City Administrator authorizes settlement, in the amount of \$150,000.00, in satisfaction of any and all claims arising out of the litigation matter of Palladeno, et al v. City of Flint, et al/Court Case No. 18-cv-11165, with payment drawn from appropriated funds in the Litigation and Suits Line Item No. 677-266.200-956.300. [NOTE: An Executive Session was requested on this matter on January 8, 2020.]

- 200033** Berger Chevrolet/Twelve (12) 2020 Chevrolet Vehicles

Resolution resolving that the proper city officials, upon City Council's approval, are hereby authorized to issue a purchase order to Berger Chevrolet for twelve (12) 2020 Chevrolet vehicles, in an amount NOT-TO-EXCEED \$402,021.00, for use in various departments [Fleet/Central Garage Fund Acct. No. 661-451.100-977.500.]

- 200037** Guidelines/Granting of Hardship Exemptions From Property Taxes

Resolution resolving that to be eligible for consideration of a hardship exemption pursuant to MCL 211.7u in the City of Flint that a person must be the owner and must occupy the property as a homestead, as defined, for which the exemption is requested; file a completed and notarized application; submit copies of federal and state income tax returns for all persons that resided in the homestead, including property tax credit forms and/or Statement of Benefits paid from the Michigan Department of Social Services or Social Security Administration; and meet City of Flint poverty income standards, AND, resolving that the applicant and all qualifying persons that resided in the home must have an annual adjusted income less than the Federal Poverty Guidelines, AND, resolving that the applicant's asset level, excluding the homestead, may not exceed \$10,000.00, regardless of income level, AND,

resolving that the applicant may not have ownership interest in any real estate other than the homestead, nor shall anyone else living outside of the household have interest in this homestead and (the applicant) must own the home for at least one calendar year, AND, resolving that a hardship exemption may be granted for only one year at a time, AND, resolving that the City of Flint Board of Review shall request identification of the applicant and/or proof of ownership of the homestead under consideration for hardship exemption, AND, resolving that the board of review may request from the applicant any supporting documents which may be utilized in determining a hardship exemption request, AND, resolving that the completed hardship exemption application must be filed after January 1, but before the day prior to the last day of the board of review in the year for which exemption is sought, AND, resolving that the board of review shall administer an oath wherein the applicant testifies as to the accuracy of the information provided, AND, resolving that the board of review may deviate from the established policy and guidelines only for substantial and compelling reasons, and that the applicant will be notified in writing the reasons for deviating from the policy and guidelines for hardship exemption, AND, resolving that to conform with the provisions of Public Act 390 of 1994, this resolution is hereby given immediate effect, as requested by Assessments.
[Enter body here.]

200047 Budget Amendment/Transfer of Funds/Major Street Fund/Local Streets Fund

Resolution resolving that the appropriate city officials, upon City Council's approval, are hereby authorized to do all things necessary to amend the FY2019-2020 budget of the City of Flint to reflect the changes requested in the City's Major Street Fund Balance (202 Fund) for a total change of \$6,200,000.00, with the money going into Major Street Fund Acct. No. 202-442.100-801.000 = \$150,000.00; Acct. No. 202-449.201-726.000 = \$10,000.00; 202-449.201-801.000 = \$32,500.00; and 202-441.702-801.000 = \$5,680,000.00; and Local Streets Fund Acct. No. 203-449.201-726.000 = \$30,000.00; Acct. No. 203-449.201-782.000 = \$200,000.00; and 203-449.201-801.000 = \$97,500.00.]

LIQUOR LICENSES

INTRODUCTION AND FIRST READING OF ORDINANCES

INTRODUCTION AND FIRST READING OF ORDINANCES (May Be Referred from S.A.)

200012 Amendment/Chapter 28 (Motor Vehicles & Traffic)/Article VII (Parking Meters)/Sections 28-110.1 (Downtown Development Authority District; Enforcement; Metering in Designated Areas; Special Considerations)

An ordinance to amend the Code of the City of Flint by amendment of portions of Chapter 28 (Motor Vehicles and Traffic), Article VII (Parking Meters), by amending Section 28-110.1 (Downtown Development Authority District; Enforcement/ Metering in Designated Areas; Special Considerations) to allow

residents to park in one space for up to four hours as long as the time is paid for.

- 200042** Amendment/Ordinance/Article VI/Chapter 35 (Personnel)/Section 35-112.16 (Adoption-Job Description & Qualifications)/Director of Transportation & Infrastructure

An ordinance to amend the Flint City Code of Ordinances by adopting Article VI, Chapter 35 (Personnel); Section 35-112.16 (Adoption - Job Description and Qualifications), Director of Transportation & Infrastructure.

SECOND READING AND ADOPTION OF ORDINANCES

- 200011** Ordinance/Amendment/Chapter 18 (Taxation; Funds; Purchasing)/Article II (Assessments)/Section 18-5.3 (Same - Meeting; Submission of Assessment Roll)

An ordinance to amend the Flint City Code of Ordinances by amending Chapter 18 (Taxation; Funds; Purchasing), Article II Assessments), Section 18-5.3 (Same - Meeting; Submission of Assessment Roll).

FINAL COUNCIL COMMENTS

ADJOURNMENT

RESOLUTION: 200045.1
PRESENTED: 1-22-20
ADOPTED: _____

**RESOLUTION TO APPOINT RICHARD L. KING TO THE BOARD OF THE
ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF FLINT**

BY THE MAYOR:

Pursuant to Section MCL 125.1602 et seq., the City of Flint created an Economic Development Corporation by the adoption of Flint City Ordinance #2580 on January 1, 1977; and

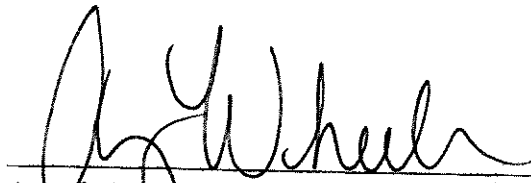
Pursuant to MCL 125.1604, the Chief Executive Officer of a municipality, with the advice and consent of the governing body, shall appoint the members of the Board of Directors of the Economic Development Corporation; and

Robert Blake was appointed to the Economic Development Corporation (EDC) for a term commencing May 1, 2018, and expiring March 27, 2024; and vacated May 1, 2019

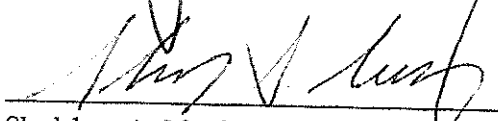
Mayor Sheldon A. Neeley recommends the appointment of **RICHARD L. KING** (328 Cloverdale Flint, MI 48503) to serve on the Economic Development Corporation Board for Remainder of a six-year term commencing January 27, 2020, and expiring March 31, 2024.

IT IS RESOLVED, that the Flint City Council approves the appointment of **RICHARD L. KING** (328 Cloverdale Flint, MI 48503) to serve on the Economic Development Corporation Board for a six-year term commencing January 27, 2020, and expiring March 31, 2024, as recommended by Mayor Sheldon A. Neeley.

APPROVED AS TO FORM:



Angela Wheeler, Chief Legal Officer



Sheldon A. Neeley, Mayor

APPROVED BY CITY COUNCIL:

Monica Galloway, Council President

THE FIRM:

Shape of Future Things to Come, Inc. is a Sub-Chapter S Corporation wholly-owned by Richard L. King, Jr. Richard L. King Jr. also holds a Michigan Residential Builder License embedded in another wholly-owned Sub-Chapter S Corporation: **Shape of Future Habitats to Come, Inc.** The mission of both firms is to provide cost-effective project management, real estate development consulting services and to deliver quality, cost-effective real estate development projects. *Our Vision is to create competitive advantage by converting under-utilized assets into superior urban places for our customers to live, work & play.*

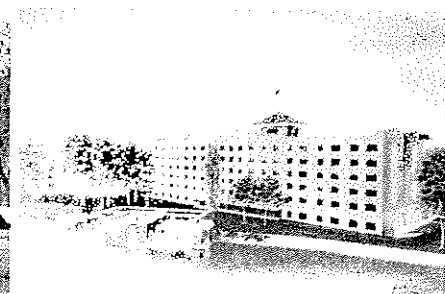
1979:

Initially incorporated as Shape of Things to Come, Inc., an Illinois Sub-chapter S Corporation jointly owned by Richard L. King, Jr and Robert Carroll King. The following are selected completed proprietary developments under Shape of Things to Come, Inc.

McGill Parc



Carroll Towers



EDUCATION:

1970 - 1972

HARVARD BUSINESS SCHOOL, MASTER OF BUSINESS ADMINISTRATION.

Focused studies on Corporate Resource Allocation and Urban Land Development. Prepared and obtained corporate sponsors for the required master's Degree Research Paper entitled: "The Role of Financial Intermediaries in Financing Large-Scale Real Estate Development – New Town Development". Completed two doctoral-level, master's Degree Research Papers in addition to the required research paper as a result of completing two independent field research courses. The papers were entitled, respectively: "High Technology Spin-Offs as a Vehicle for Resource Allocation at the General Electric Company" and "Computer-Based Construction Management".

1960 - 1966

ROOSEVELT UNIVERSITY, BACHELOR OF SCIENCE IN BUSINESS ADMINISTRATION

Management Major / Accounting Minor. Student member of the American Management Association

EXPERIENCE:

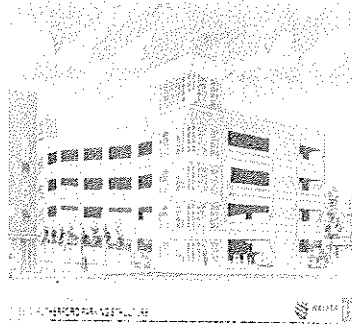
1994 to PRESENT

CITY OF FLINT: OFFICE OF THE MAYOR

Developed the Weaver Renaissance Plan, a framework for a City of Flint's overall economic development revitalization strategy for overcoming the Flint Water Crisis, enhancing economic development and implementing the economic development component of the City's Master Plan. Prepared an Economic Development Administration grant proposal to implement the Weaver Renaissance Plan.

FLINT DOWNTOWN DEVELOPMENT AUTHORITY (DDA)

Shape of Future Things to Come, Inc. was retained as program developer, program manager and project manager for the **Kearsley Parking Development Project**. Worked simultaneously in multiple capacities: - project/program manager, fiscal manager and owner's representative to develop and construct a new parking structure, rehabilitate an existing parking structure and concurrently manage a \$10,000,000 City of Flint Tax Increment Bond Issue used to finance this project. This project was completed on schedule, \$354,251 under budget.



	Original Budget	Revised Budget	Variance
1) Project Management	\$228,552	\$228,552	\$0
2) Other Direct Project Costs			
a) Design, Engineering, & Construction	\$374,563	\$374,563	\$0
b) Construction	\$380,532	\$374,563	(\$5,969)
c) Architectural Fees & Professional Services	\$127,251	\$127,251	\$0
d) Project Development Costs	\$11,152	\$11,152	\$0
3) Total Project Development Costs	\$1,078,928	\$1,078,928	\$0
4) Indirect Project Costs			
a) Indirect Associated Project Management			
b) Construction	\$109,325	\$109,325	\$0
c) Construction	\$407,305	\$407,305	\$0
d) Construction	\$100,005	\$100,005	\$0
e) Total Indirect Project Costs	\$616,235	\$616,235	\$0
5) Part A & B Construction			
a) Part A & B Construction	\$6,814,000	\$6,814,000	\$0
b) Part A & B Construction	\$233,702	\$233,702	\$0
c) Sub-Total Part A & B Construction	\$7,047,702	\$7,047,702	\$0
d) Part A & B Construction	\$42,400	\$42,400	\$0
e) Part A & B Construction	\$10,000	\$10,000	\$0
f) Part A & B Contingency Costs	\$444,218	\$444,218	\$0
g) Total Part A & B Construction Costs	\$7,559,326	\$7,559,326	\$0
6) Part C Construction Costs			
a) Part C Construction	\$673,522	\$673,522	\$0
b) Part C Construction	\$2,000	\$2,000	\$0
c) Part C Construction	\$2,000	\$2,000	\$0
d) Part C Construction	\$7,000	\$7,000	\$0
e) Total Part C Construction Costs	\$684,522	\$684,522	\$0
f) Sign Construction & Equipment Costs	\$170,000	\$170,000	\$0
g) Total Construction Costs	\$8,404,848	\$8,404,848	\$0
h) Other Cost (net Reallocation of unallocated)			
i) Total Budgeted Project Cash Requirements	\$10,100,005	\$9,745,754	\$354,251

Some of the salient services and Deliverables provided as Program Manager/Developer were as follows:

1. Defined milestones, scheduled and managed project pre-development and development activities
2. Developed project bid packages and managed the overall selection, Request For Proposal and bid processes for the project architect and construction contractors
3. Monitored all project material and construction testing activities and contractor compliance to project specifications, bond and plan requirements
4. Created, monitored and maintained project records, filing, data base management and project cash flow tracking and budgeting systems
5. Created project budgets and provided monthly financial/progress reports to the Flint DDA Board

Virtual Health Organization (VHO)

Detroit, MI

Developed the 4-Dimensional Green Diamond Health System Conceptual Model. This model is an innovative system designed to improve healthcare quality, improve the delivery of inner-city healthcare services and slow the growth of healthcare costs. The model was a major component of VHO's successful Ascension Health System Regional New Ideas Proposal Funding Competition submission.

Flint Institute of Music

Flint, MI

Conceived and implemented the Black Classical Music Festival, which has become a permanent, annual one-week program renamed: Black Classical

Origins. This program promotes diversity, increases Black community participation with the Flint Symphony Orchestra and provides both merit and need based scholarships for minority Flint School of Performing Arts students.

Global Energy Innovations (GEI)

Flint, MI

Made strategy recommendations and conducted peer review and analysis of GEI's business plan, a high-tech Kettering University Spinoff. Prepared loan package & obtained working capital loan from the Flint Economic Development Corporation to assist financing the execution of a GEI Defense Contract to construct a prototype fuel cell power generating plant for US Air Force.

Core City Neighborhoods, Inc.

Detroit, MI

Contracted by the Local Initiatives Support Corporation to function as an in-house contract real estate developer for Core City Neighborhoods, Inc., a community-based non-profit organization. Developed project work plans, prepared finance strategies that included financial feasibility analyses, financial projections, project management and implementation strategies. Outcomes of these strategies for our Core City Clients included; a proprietary Simplified Strategic Planning Process, 3 completed major low-income tax credit based affordable housing development projects each in excess of \$10,000,000; construction; and a conceptual plans and financial projections for a proposed main street, multi-use shopping center project for a site owned by Core City Neighborhoods.



Shull & Shull Architects & Planners

Detroit, MI

Prepared project work plans, finance strategies, financial feasibility analyses, financial projections and implementation strategies for a major casino/gaming-based multi-use commercial, residential and entertainment-based real estate development on Gary, Indiana's waterfront for Shull & Shull Architects & Planner's major client: Don Barden.

University Park Development

Flint, MI

Prepared and submitted a development proposal and financing plan for the University Park Project, retaining the Jerde Partnership, the architect for the Los Angeles Olympics, the Bellagio & Wynn Hotels in Las Vegas to name a few of his notable accomplishments, to complete initial urban planning. If this proposal had been accepted by the City of Flint, it would have brought

Flint National Recognition as one of the first neo-traditional comprehensive neighborhood developments, like the famed Disney Corporation's Celebrations in the Orlando, Florida.



Real Estate Development Manager for a Detroit Construction Company

Retained as the in-house real estate developer, occupying the Director of Development position, as a contract executive from Shape of Future Things to Come, Inc. In this capacity, the Director of Development formulated corporate strategies and division Mission Statement, Goals and Objectives; identified real estate development opportunities, conducted real estate investment analyses of development opportunities. The director created financial models and support systems, made numerous sales presentations on behalf the company and developed project management plans for residential and commercial projects. Two full service drugstores were developed and completed under this contract. The name of the company is withheld due to confidentially requirements.

3/2003 – 12/2003

**Executive Director, Genesee County Land Reutilization Council, Inc.-
(Land Bank) FLINT, MI**

Retained as Executive Director under a contract with Shape of Future Things to Come, Inc. The executive director managed the total startup, which included: interim management, program and project development, strategic planning and policy development activities. These activities led to the formation of the Genesee County Land Reutilization Council, Inc. and its transition into the State of Michigan's first **land bank - the Genesee County Land Bank**. Prepared the Land Bank's overall operating budget, prepared, packaged and developed initial financial projections for the Genesee County Land Bank's bond issue. Bond issue proceeds were scheduled for use for the land bank's corporate office building development planning, site acquisition and substantial rehabilitation construction and for financing initial land bank operations, administrative support and housing rehabilitation projects.

1975-1994 (Retired)

**DIVISION ADMINISTRATOR - CITY OF FLINT, DEPARTMENT OF
COMMUNITY AND ECONOMIC DEVELOPMENT**

Initially promoted to head the City of Flint Department of Community Development Operations Division. This division was re-engineered to become the Economic Development Division while retaining the Operations Division initial program and project responsibilities. As the first Administrator of the

Economic Development Division, my responsibilities were to conceive "from scratch", organize, develop, and manage the Economic Development Division and its concomitant Economic Development Corporation (EDC) from their inception. The Economic Development Division had total responsibility for the management of all City of Flint real estate acquisition, relocation and demolition activities. The Division also had - (concept formulation to project implementation) - project management responsibilities that included the construction of many of the City's significant redevelopment projects. Created and implemented a personnel activity management system, which significantly reduced audit issues with the Department of Housing and Urban Development (HUD) and provided an effective means for tracking, measuring and providing audit trails for all personnel resources especially those allocated to grants, activities, programs and projects. The Manager of Real Estate Acquisition, the Manager of Relocation and project managers reported to the Economic Development Division Administrator who reported directly to the Executive Director of the Department of Community & Economic Development. The administrator was responsible for formulating, recommending and implementing comprehensive economic development plans, strategies, policies and projects. The administrator was also responsible for originating debt and equity development financing for deals and projects and for managing the Flint EDC and its debt and equity portfolio - (approximately \$3, 500,000). The EDC structured small and major loans, complex public and private sector joint ventures which involved individual or innovative combinations of Small Business Administration financing, Tax Increment and Industrial Revenue Bonds, conventional and subordinated debt and equity participations and a mayoral proactive business retention program.

The administrator also researched, conceived and wrote, the **June 1, 1993 City of Flint and Genesee County Urban Investment Plan**, which was based in large part on Michael Porter's model for the "Competitive Advantage of Nations". The City of Flint and Genesee County Urban Investment Plan received, in 1994, first place in the Michigan Municipal League's annual competition for achievement in innovative, urban government practice. This plan was both an unsolicited grant request and a strategic plan that incorporated a new model for core competence, economic development, and multi-jurisdictional and public and private sector strategic alliance development and management. The plan provided that basis for implementing an innovative business attraction program that called for the development of a new, unique public-private partnership which included the three major local universities: University of Michigan Flint, Kettering University and Baker College, all local and state units of government, private foundations and private industry. The plan also focused on the revitalization of Flint and the development of University Park, the first new, successful, market-rate single-family subdivision within the City of Flint as well as on numerous in city and county strategic development projects. The administrator led a team that used the core strategies and strategic planning outputs from the Urban Investment Plan in combination with external consultant resources to successfully compete for and obtain a City of Flint Enterprise Community designation and its concomitant funding from HUD.

RIVER VILLAGE

Selected examples of the Division's major accomplishments are as follow: Richard L. King Jr developed and implemented a **Proactive Surrogate Development Strategy**, which was



utilized by the Division to manage the total final developer selection process, which included complete site planning and initial architectural programming and design and total construction of the River Village Project site. River Village was the City's first new construction and perhaps the State's first planned mixed income development. Proactive Surrogate Development was also used to conceive, develop, manage the construction and successful marketing of two Class-A industrial parks: - the St. John Industrial Park and the Bishop Air Industrial Park. The Division also completed an inner city, city-owned technology park: Oak Technology Park which also contained an industrial incubator - (the Oak Business Center).

The Division was a major factor for causing the development of Flint's first new inner-city mega-supermarket. Other salient completed development projects are as follows: Windmill Place & Waterstreet Pavilion, commercial developments containing Flint's first food courts, Buick City and the acquisition, relocation & demolition of the University of Michigan Flint Downtown Flint campus, Auto World, Flint Hyatt Regency and other major redevelopment sites. Originated and participated in the formation of the Flint Community Development Corporation and Forward Development Corporation, an SBA certified City/County community development corporation. Functioned as the City's project manager and point-person for the General Motors Great Lakes Technology Center, an adaptive reuse project. Structured and implemented start-up working capital, debt and equity financing of the Spectrum Casting Company and managed its subsequent restructuring and reorganization.

1972 - 1975

CITY OF FLINT MICHIGAN

DIRECTOR OF PLANNING and PROGRAM DEVELOPMENT

Reported to the City Manager. Managed preparation of the City of Flint's first Overall Master Plan, the Airport Land Use and Development Plan and the Pereira Downtown and Downtown University Impact Study, the study that played a major role in the relocation of UofM Flint to downtown Flint. Converted outdated Urban Renewal Plans into specific redevelopment strategies, neighborhood development plans, and major urban development projects, which included the Doyle/River Village Project, a mixed use and mixed income (market-rate and subsidized) housing development project, which was one of the last federally-funded urban renewal projects. Prepared and received a HUD grant for inclusion in the Doyle Project in an innovative demonstration solar energy heating and air conditioning system for the project. The subsequent project developer did not implement this grant due to the receipt of unfavorable construction bids. Participated in the planning process that led to the development and implementation of the **Flint River Flood Control and Beautification Project**, a substantial river beautification and flood control project funded the C.S. Mott Foundation and U.S. Army Corp of Engineers. Managed the subsequent implementation of the aforementioned projects, plans, and strategies through matrix management of the acquisition, relocation and demolition sections.

1966 - 1970

CHICAGO BOARD OF EDUCATION

ADMINISTRATIVE ASSISTANT: DEPARTMENT OF GOVERNMENT FUNDED PROGRAMS

Reported directly to the Assistant Superintendent of Schools for Government-Funded Programs. Prepared and monitored departmental operating and capital budgets. Completed a special assignment from the Budget Director of the Chicago Board of Education to convert the Board's centralized budget into

14K 004 2019

RESOLUTION NO.: 300001
PRESENTED: 1-8-20
ADOPTED: _____

**RESOLUTION AUTHORIZING ONGOING WORK BEING COMPLETED
BY ENGINEERING & ENVIRONMENTAL SOLUTIONS AT THE BRAY
ROAD SITE FOR REMEDIAL INVESTIGATIONS BE TRANSFERRED
TO GOLDER ASSOCIATES**

BY THE MAYOR:

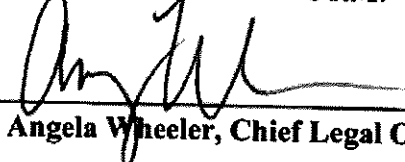
WHEREAS, the City of Flint, Department of Public Works, through the City of Flint's bidding process in 2014 sought qualified consultants and engineering firms to provide necessary engineering support and analysis assistance as required by the MDEQ- Michigan Department of Environment Quality (now known as EGLE- Michigan Department of Environment, Great Lakes, and Energy) consent order 115-01-14, Section II. Engineering & Environmental Solutions was selected as the lowest bidder and entered into a contract with the City of Flint; and

WHEREAS, ongoing work at the Bray Road site is required to complete the remedial investigation consistent with the tasks requested by MDEQ now known as EGLE; and


WHEREAS, Engineering & Environmental Solutions recently joined Golder Associates, and the same personnel will continue to work on this project with Golder Associates in an amount not to exceed \$36,450.00.

THEREFORE BE IT RESOLVED, that the appropriate City Officials do all things necessary to authorize ongoing work being completed by Engineering & Environmental Solutions be transferred to Golder Associates in an amount not to exceed \$36,450.00. Funds are available from account 591-536.100-801.000.

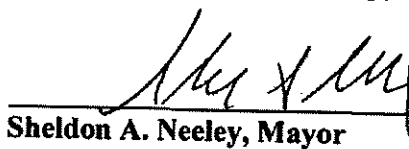
APPROVED AS TO FORM:


Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:


~~Tamar Lewis~~, Deputy Finance Director
Amanda Trujillo Acting

FOR THE CITY OF FLINT:


Sheldon A. Neeley, Mayor

APPROVED BY CITY COUNCIL:


Monica Galloway, City Council President

RESOLUTION STAFF REVIEW

Date: December 4, 2019

Agenda Item Title: Resolution Authorizing Ongoing Work Being Completed by Engineering & Environmental Solutions, at the Bray Road Site For Remedial Investigations be Transferred to Golder Associates

Prepared by: Yolanda Gray, DPW Administration Accounting Supervisor, on behalf of Mark Adas, City Engineer

Background/Summary of Proposed Action : the City of Flint, Department of Public Works, through the City of Flint's bidding process in 2014 sought qualified consultants and engineering firms to provide necessary engineering support and analysis assistance as required by the MDEQ- Michigan Department of Environment Quality (now known as EGLE- Michigan Department of Environment, Great Lakes, and Energy) consent order 115-01-14, Section II. Engineering & Environmental Solutions was selected as the lowest bidder and entered into a contract with the City of Flint. Environmental & Engineering has joined Golder Associates and the same personnel is continuing ongoing work required by the MDEQ consent order 115-01-14. Authorization for ongoing work is being requested to be transferred to Golder Associates at an amount not to exceed \$36,450.00. Funding is available in account 591-536.100-801.000.

Financial Implications: Funding is budgeted in account 591-536.100-801.000 

Pre-encumbered?: Yes x No Requisition: 190002649 

Other Implications (i.e., collective bargaining):

Staff Recommendation: Recommend Approval

Staff Person: 
(Dept Head or other authorized staff)

Resolution Routing

TO: Resolution Signatories
FROM: UTILITIES-DPW
SUBJECT: RESOLUTIONs FOR APPROVAL

This RESOLUTION have been forwarded to you for your respective review and approval.

Date recorded: December 6, 2019
~~December 4, 2019~~ No. 19-8179

** All documents should be reviewed within three (3) working days after receipt by your office.

Contractor:

Golder Associates

Resolution Content:

Resolution Authorizing Ongoing Work

**Being Completed by Engineering & Environmental Solutions
at Bray Road Site be Transferred to Golder Associates**

The attached resolution is submitted to the Legal Dept. for approval as to form only:

The **Legal Department** reviewed this **RESOLUTION**, as to form and by signing this form approves as to **FORM ONLY**.

Review and Approval:

	<u>IN</u>	<u>OUT</u>	<u>APPROVAL</u>
1. City Attorney (Form Only)	<u>12/6/19</u>	<u>12/16/19</u>	<u>[Signature]</u>
2. Finance	<u>12/6/19</u>	<u>12/16/19</u>	<u>[Signature]</u>
3 Mayor	_____	_____	_____

Please call Yolanda Gray @ ext.3503 for pick up Thank You.

(SOURCEWELL CONTRACT#122017-FSC)

SUBMISSION NO.:

200034

PRESENTED:

1-22-20

ADOPTED:

**RESOLUTION TO JACK DOHENY COMPANIES FOR
ONE (1) VACTOR HYDRO EXCAVATOR MODEL HXX 824**

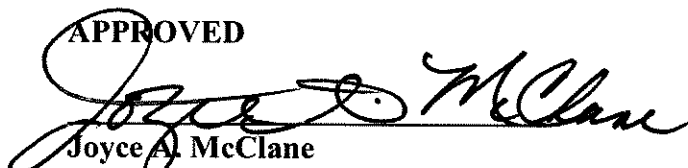
BY THE MAYOR:

As part of the replacement plan for FY20, the Fleet Department is requesting the issuance of a purchase order to purchase one (1) 2019 Vactor Hydro Excavator model HXX 824 from Jack Doheny Companies using Sourcewell Contract #122017-FSC.; and

Jack Doheny Companies pricing includes the trade-in of two (2) 2014 Vactor Combo Units. Funding for said services will come from the following account: 661-451.100-977.500 (\$132,660).

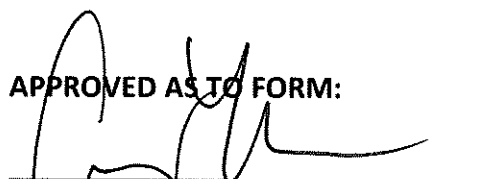
IT IS RESOLVED, that the Proper City Officials are hereby authorized to approve the issuance of a purchase order to Jack Doheny Companies for one (1) Vactor Hydro Excavator Model HXX824 with price including the trade-in of two (2) Vactor Combo Units, in an amount not to exceed \$132,660.00.

APPROVED


Joyce A. McClane
Purchasing Manager

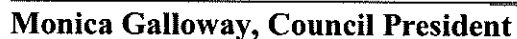

Amanda Trujillo
Acting Chief Financial Officer

APPROVED AS TO FORM:


Angela Wheeler
Chief Legal Officer

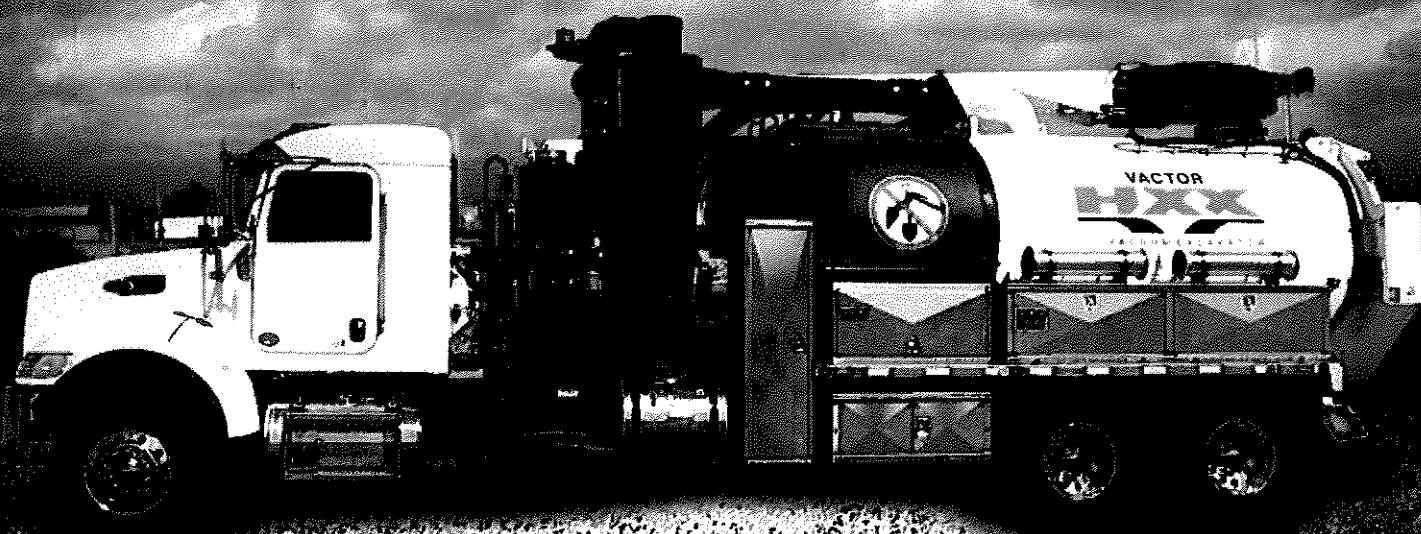

Sheldon A. Neeley, Mayor

CITY COUNCIL:


Monica Galloway, Council President

/JAM





Vactor® HXX®
Midsize Models



Proposal Submittal For The Following:

Date: 12/3/2019
Branch: 01-Northville

**EQ# 17381 - Single Engine Hydro Excavation Machine with Positive Displacement
Vacuum System Mounted on a Heavy Duty Truck Chassis**

VACTOR[®]
Subsidiary of Federal Signal Corporation

Sourcewell Contract #122017-FSC

City of Flint
Attn: Mr. Mike Rule, Fleet Manager
702 W. 12th Street
Flint, MI 48502
mrule@cityofflint.com

PROPOSAL ID: 14062

WWW.DOHENYCOMPANIES.COM

			List	Selected
1	21HXPD36	HXX PD, 18" Vacuum, 12 yrd Debris, 1200 Gal Water	\$279,204.00	\$279,204.00
1	H160STD	Mandatory Transference Mounting Charge	STD	STD
1	H002STD	DigRight Technology	STD	STD
1	H015ASTD	Blower-Roots 824RCS/18"	STD	STD
1	H011STD	Aluminum Fenders	STD	STD
1	H012STD	Mud Flaps	STD	STD
1	H016STD	Sealed Electrical System	STD	STD
1	H017ASTD	Single Cyclone Separator	STD	STD
1	H020STD	Double Acting Dump Hoist	STD	STD
1	H022STD	2" Y-Strainer w/25' Fill Hose	STD	STD
1	H026STD	Exten Steel Debris Body	STD	STD
1	H040STD	Electronic Low Water Indicator	STD	STD
1	H046STD	Fixed Pipe Rack, R/D	STD	STD
1	H047STD	Flat Rear Door w/Hyd Locks/Lift	STD	STD
1	H048STD	8" ID Vacuum System	STD	STD
1	H049STD	Multi Flow System	STD	STD
1	H050STD	Handgun Kit 5gpm/10gpm	STD	STD
1	H051STD	75' Retractable Handgun Reel	STD	STD
1	H055STD	Vacuum Relief	STD	STD
1	H056STD	Electronic Back-Up Alarm	STD	STD
1	H057STD	3" Water Tank Drain	STD	STD
1	H058STD	2-1/2" Cam-Lok Water Fill Fittings	STD	STD
1	H059STD	Control Panel Boom Control	STD	STD
1	H060STD	Circuit Breakers	STD	STD
1	H061STD	Tow Hooks -- Rear	STD	STD
1	H063STD	Hydrant Wrench/Tool Package	STD	STD
1	H067STD	Debris Body Deflectors	STD	STD
1	H068STD	S.S. Float Ball Shut Off	STD	STD
1	H069STD	Manual hand pump for boom hydraulic override	STD	STD
1	H080STD	Electronic Low Water Indicator	STD	STD
1	H101STD	1200 Gallon Poly Water Tank	STD	STD
1	H102STD	6" Rear Door Knife Valve w/Camloc, 6:00 position - Standard	STD	STD
1	H103STD	Control Cabinet Tool Box - 36w x 24h x 12d	STD	STD
1	H104STD	Water Pump Cabinet Tool Box - 50w x 30h x 30d	STD	STD
1	H105STD	Digging Lance Package	STD	STD
1	H127STD	Grounding cable to tie debris body, sub frame, and chassis	STD	STD
1	H1025STD	8" Inspection Port W/Ladder	STD	STD
1	H1027STD	Removable Boom Turret Box	STD	STD
1	H4011STD	Wireless Remote w/Pump, Vac-Relief - Hand-held	STD	STD
1	H4012STD	Remote Corded Pendant	STD	STD
1	H4019ASTD	ISO 46 Hydraulic Oil	STD	STD
1	H6017STD	Hydraulic Tank Shutoff Valves	STD	STD
1	H8021STD	8" Vacuum Tube Package w/8" Dig Tube	STD	STD
1	H8025ASTD	LED Lights, Clearance, Stop, Tail, Turn, Backup	STD	STD
1	H9031STD	Camera System, Rear Only	STD	STD

1	H1015	Folding Pipe Rack, Curbside	\$987.00	\$ 987.00
1	H1015A	Folding Pipe Rack, Streetside	\$987.00	\$ 987.00
1	H1022STD	Rear Door Splash Shield	STD	STD
1	H1023	Lube Manifold	\$2,162.00	\$ 2,162.00
1	H1023A	Plastic Lube Chart, included with Lube Manifold	STD	STD
1	H1026	Debris Body Vibrator, Electric	\$1,631.00	\$ 1,631.00
1	H1040	Float Ball Screen, Perforated Plastic	\$938.00	\$ 938.00
1	H1036	Vacuum Enhancer	\$2,057.00	\$ 2,057.00
1	H2006	Air Purge	\$1,226.00	\$ 1,226.00
1	H2021B	Water Heater, 400,000 BTU's	\$6,314.00	\$ 6,314.00
1	H4004A	7ft Telescoping Boom, 320 deg. with Removable Turret Box	\$5,202.00	\$ 5,202.00
1	H4022STD	Telescopic Boom Elbow, Standard	STD	STD
1	H5010C	Cold Weather Package 2 - Includes PTO Cold Weather Recirculator	\$7,268.00	\$ 7,268.00
1	H5017A	20 GPM/3000 PSI Water System in lieu of 10 GPM	\$8,879.00	\$ 8,879.00
1	H8001B	1 Piece Rear LED Arrow Stick - 8 Light Federal Signal SM Series	\$1,964.00	\$ 1,964.00
1	H8007	Strobe Light, Rear, Federal Signal US-5 Series, Amber	\$926.00	\$ 926.00
1	H9006STD	Hydroexcavating Digging Nozzles & Single Jet Spinner	STD	STD
1	H9022	Water Tank Toolbox Driver Side, 48w x 24h x 12d	\$876.00	\$ 876.00
1	H9025STD	Toolbox, Passenger Side Subframe in lieu of Tool Tray, 104w x 24h x 22d	STD	STD
1	HP112STD	Module Paint, DuPont Imron Elite - Sanded Primer Base	STD	STD
1	LOGO-APPL.	Vactor Logos - Applied	STD	STD
1	500655B-30	Vactor Standard Manual and USB Version - 1 + Dealer	STD	STD
1	R35512	Chassis modification - Dealer installed pusher axle (10k capacity) w/Alcoa aluminum outer rear wheels	STD	STD
Chassis (Non-Sourcwell):				
1	HOKT370A-2019-CH	Vactor Supplied Chassis, Tandem Axle w/ Steerable Pusher-Axle, 2019 Kenworth T440 SBA, 370 HP, Auto, 74,000 GVWR, GHG17 Emissions	\$117,995.00	\$ 117,995.00

Module Paint Color - White

Cab Color - White

Sourcewell Build-Proposal Summary

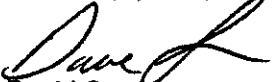
Vactor HydroExcavator Model HXX 824/Options Total:	\$320,621.00
Options Sourcewell Discount 3%:	\$9,619.00
Module/Options Total per Sourcewell Price Schedule:	\$311,002.00
Non Sourcewell Options Total:	\$ -
Total with Module and All Options:	\$ 311,002.00
Vactor Supplied Stock Kenworth T440 Chassis (JDC Net):	\$ 117,995.00
Total with Module, Options, and Chassis:	\$ 428,997.00
Freight/PDI and JDC Prep:	\$ 3,500.00
Orientation and Field Training:	\$ 2,000.00
Total Unit Pricing (FOB - Flint, MI):	\$ 434,497.00
Trade-In Allowance 2014 Vactor Combo Unit #1:	\$ 150,918.50
Trade-In Allowance 2014 Vactor Combo Unit #2:	\$ 150,918.50
Total Trade-In Allowance (2) 2014 Vactor Combo Units:	\$ 301,837.00
Net Total with Trade-Ins:	\$ 132,660.00
*Trade-In Allowances expire December 31, 2019	

Terms and Conditions

- Acceptance of this Proposal is subject to availability of the Equipment listed above.
- Sales Price does not include any applicable sales taxes. Buyer is responsible for and agrees to pay all applicable sales tax.
- The Sale of New Equipment Terms and Conditions are incorporated into and made a part of this Proposal upon acceptance and execution of this Proposal by both parties.
- Execution of this Proposal by Seller and Buyer constitutes a binding agreement between the parties.
- All payments to be sent by Wire/ACH or mailed to Jack Doheny Companies, ATTN: Accounts Receivable, P.O. 609, Northville, Michigan 48167. Please reference the Invoice No. on all payments.
- If this Proposal is not executed by both parties within thirty (30) calendar days from the Proposal Date, this Proposal shall become null and void, unless subsequently executed by both Buyer and Seller.

Thank you for your consideration of this proposal.

Sincerely yours,



David Snyder
Regional Sales Representative
248/939-3223
DavidSnyder@dohenycompany.com

This proposal becomes a contract for delivery and payment of the merchandise listed above only when signed by the customer or one of its officers.

Customer: City of Flint

By: _____

Date: _____

2019 Price List

Rev: 7/1/2019

Customer Initials: _____

MY K022022
(Bid No. 20000003)

SUBMISSION NO.:

200035

PRESENTED:

1-22-20

ADOPTED:

BY THE MAYOR


**RESOLUTION TO LIGHTLE ENTERPRISES OF OHIO LLC FOR TRAFFIC CONES, DRUMS
AND BARRICADES**

The Department of Purchases & Supplies has solicited bids for Traffic Cones, Drums and Barricades for the City of Flint Department of Public Works (DPW) as requested by multiple departments; and

Lightle Enterprises of Ohio LLC, PO Box 329, Frankfort, OH, was the lowest responsive bidder for said requirements for two (2) years. Funding for said services will come from the following accounts: 202-443.201-726.000 (\$50,000), 203-443.201-726.000 (\$37,000); and

IT IS RESOLVED, that the Department of Purchases and Supplies is to issue a purchase order to Lightle Enterprises for Traffic Cones, Drums and Barricades in an annual amount not to exceed \$87,000.00 FY19/20 budget and \$87,000.00 pending adoption of the FY20/21 budget.

APPROVED


Joyce A. McClane
Purchasing Manager


Amanda Trujillo
Acting Chief Financial Officer

APPROVED AS TO FORM:


Angela Wheeler
Chief Legal Officer


Sheldon A. Neeley, Mayor

CITY COUNCIL:


Monica Galloway, Council President

/JAM

126

RESOLUTION STAFF REVIEW

DATE:

June 17, 2019

Re'd 8/16/19

Agenda Item Title: Lightle Enterprises

Prepared By: Rodney McGaha for Betty Wideman

Background/Summary of Proposed Action:

To maintain the traffic in work zones and Special Events. In performing these duties, barricades, drums, and cones, which comply with MDOT, must be used. Annually needed due to accident damage, theft, or its reflectability.

Financial Implications: There is money in the account listed below.

Budgeted Expenditure? Yes ☒ No ☐ Please explain if no:

Account No.: 202-443.201-726.000 & 203-443.200-726.000

mmf

Pre-encumbered? Yes ☒ No ☐ Requisition # 190002081

Other Implications (i.e., collective bargaining): None

Staff Recommendation: Recommend Approval

Staff Person:

Betty J. Wideman

Betty Wideman, Transportation Division Manager

P20000003 - Traffic Cones, Drums & Barricades		Year 1 Unit Cost	Year 2 Unit Cost
Lightle Enterprises o Ohio LLC Premier Safety		\$ 72,966.00	\$ 75,815.00
		\$ 81,840.00	\$ 86,920.00
Complete details for each bidder is attached			

114K0232020

Proposal #20000551

SUBMISSION NO.: 200036

PRESENTED: 1-22-20

ADOPTED: _____

BY THE MAYOR:

**RESOLUTION TO ROWE PROFESSIONAL SERVICES FOR
PRELIMINARY ENGINEERING SERVICES FOR REPLACEMENT OF #2840 FENTON ROAD BRIDGE
OVER THREAD CREEK**

On December 4, 2019, the Department of Purchases & Supplies received proposals for Preliminary Engineering Services for replacement bridge #2840, Fenton Road over Thread Creek. Two companies submitted proposals. (Rowe Engineering and DLZ)

Rowe Professional Services was awarded the bid. This bridge is scheduled to be replaced in the year 2021. Funding for said services will come from the following account: 202-441.702-801.000 (**\$184,850**); and

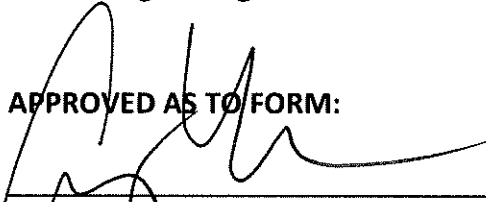
IT IS RESOLVED, that the Proper City Officials, upon City Council's approval, are hereby authorized to enter into a contract with Rowe Professional Services, for preliminary engineering services for bridge #2840 Fenton Road in the **amount not to exceed \$184,850.00**.

APPROVED


Joyce A. McClane
Purchasing Manager


Amanda Trujillo
Acting Chief Financial Officer

APPROVED AS TO FORM:


Angela Wheeler
Chief Legal Officer

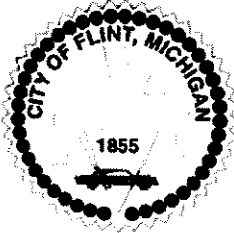
Sheldon A. Neeley, Mayor

CITY COUNCIL:

Monica Galloway, Council President

/JAM

106



CITY OF FLINT

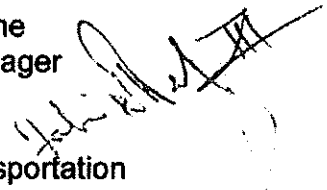
DEPARTMENT OF PUBLIC WORKS

Sheldon A. Neeley
Mayor

John Daly
Director of Transportation

January 8, 2020

TO: Joyce A. McClane
Purchasing Manager

FROM: John H. Daly, III 
Director of Transportation

SUBJECT: RECOMMENDATION – PE SERVICES FENTON RD. OVER THREAD
CREEK, PROPOSAL #20-551

I have carefully reviewed the proposals for preliminary engineering services for bridge #2840, Fenton Rd. over Thread Creek. I am recommending the bidder with the highest score, Rowe Professional Services Company, in the amount not to exceed \$184,850.00.

Requisition 190002710 has been created, using account 202-441.702-801.000.

If you have any questions or concerns, feel free to give me a call at ext. 2601.

/krn



**STAFF REVIEW
FOR INTER-OFFICE DEPARTMENT
AWARDED BIDDER RESULTS**

CITY OF FLINT, Office of Purchases & Supplies

TODAY'S DATE: 1/9/2020

AGENDA ITEM TITLE: Preliminary Engineering Services – Fenton Rd. bridge over Thread Creek

BID/PROPOSAL# 20000551 **ADOPTED RESOLUTION #**

ADOPTED RESOLUTION AMOUNT FOR THIS CURRENT VENDOR \$

VENDOR NAME: Rowe Professional Services

PREPARED BY: Kathryn Neumann for John Daly, Director of Transportation & Infrastructure

BACKGROUND/SUMMARY OF PROPOSED ACTION:

Resolution to award the preliminary engineering services for the replacement of the Fenton Rd. bridge over Thread Creek. This bridge is scheduled to be replaced in the year 2021.

BUDGETED EXPENDITURE? YES ☒ NO ☐ IF NO, PLEASE EXPLAIN:

ACCOUNT NO: 202-441.702-801.000 **AMOUNT:** \$ 184,850.00

PRE-ENCUMBERED? YES ☒ NO ☐ **REQUISITION NO:** 19002710

OTHER IMPLICATIONS (i.e., collective bargaining): None

STAFF RECOMMENDATION: (PLEASE SELECT): APPROVED

STAFF PERSON SIGNATURE:

(PLEASE TYPE NAME, TITLE)

John H. Daly, III, Director of Transportation & Infrastructure

For Purchasing Use Only: PO/CONTRACT#

DATE RECEIVED:



Based on ROWE's project approach, organization, and staffing detailed in our technical proposal, following are our costs for the city's project activities.

The costs below are "not to exceed" and include all associated costs for each task.

Task A: Topographic Survey and Design Engineering	\$147,000
Task B: Mussel Survey and Relocation (State-Threatened Species)	\$17,000
Task C: Geotechnical Investigation and Asbestos Testing	<u>\$18,100</u>
TOTAL	\$182,100

This not to exceed price is based on the replacement of the Fenton Road bridge in a location other than its current location under the I-69 structure by realigning either Fenton Road or Thread Creek.

If a Federal listed species is found during the mussel survey, ASTI proposes to complete the relocation for a "not to exceed" price of \$2,750.

Category	Billing Rate Range
Professional Engineer.....	\$120-165
Graduate Engineer.....	\$105-115
Engineering Technician.....	\$85-105
Professional Surveyor.....	\$116-152
Graduate Surveyor.....	\$89-95
Survey Project Coordinator.....	\$113-121
Survey Office Technician.....	\$74-95
Survey Crew Chief.....	\$89-100
Survey Field Technician.....	\$88-84
Support & Clerical.....	\$58-105
Co-Ops/Interns.....	\$63-68
Principals/Department Heads.....	\$163-173

Confidential Information: This information may be provided to clients or prospective clients for background information. Recipients are asked to keep this information **CONFIDENTIAL** and not distribute to other firms, entities, or persons without explicit approval from ROWE.

- * The above rates are valid through April 2020. ROWE adjusts billing rates every April. The new rates will be forwarded to our clients at that time.
- ** Reimbursable expenses, such as travel, meals, equipment, and reproduction are included in the above rates.

RESOLUTION NO.: 200038

PRESENTED: 1-22-20

ADOPTED: _____

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE MICA 2.0 WORKFORCE
DEVELOPMENT GRANT PROGRAM FOR \$170,500 AND AMEND THE 2019-20 BUDGET TO
ACCOMMODATE THESE FUNDS**

BY THE MAYOR:

WHEREAS, the City was awarded grant funding from The Michigan Department of Labor and Economic Opportunity in the amount of \$170,500 for the period of October 1, 2019 through May 31, 2021; and

WHEREAS, this grant is meant to provide training and employment for 50 Flint community residents with barriers to employment; and

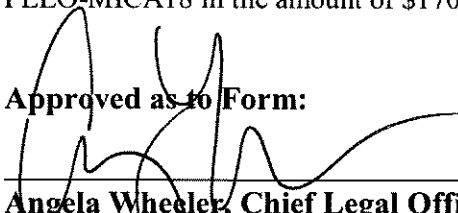
WHEREAS, provide job retention supportive services for participating Flint employers; and

WHEREAS, leverage additional private funding from employers, the Genesee-Shiawassee United Way and other community-based organizations to support a career pathway out of poverty for additional Flint community residents; and

WHEREAS, this program is an effort led by the Economic Development Department at the City of Flint and supported by key workforce partners such Mott Community College and the GST Michigan Works;

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary to accept the MICA 2.0 Workforce Development Grant, amend the 2019-20 budget, appropriate grant funding for revenue and expenditures in future fiscal years as long as funds are available from the grantor, and abide by terms and conditions of the grant from The Michigan Department of Labor and Economic Opportunity, under grant code FLEO-MICA18 in the amount of \$170, 500.00.

Approved as to Form:


Angela Wheeler, Chief Legal Officer


Clyde Edwards, City Administrator


Approved as to Finances:


Amanda Trujillo, Acting Finance Director

Sheldon Neeley, Mayor

CITY COUNCIL:

Monica Galloway, Council President



RESOLUTION STAFF REVIEW

Date: January 6, 2020

Agenda Item Title:

RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE MICA 2.0 WORKFORCE DEVELOPMENT GRANT PROGRAM FOR \$170,500 AND AMEND TO 2019-20 BUDGET TO ACCOMMODATE THESE FUNDS

Prepared By:

Department of Economic Development

Background/Summary of Proposed Action:

The City of Flint will utilize the Michigan Industry Cluster Approach 2.0 (MICA 2.0) funding to support activities that engage employers in addressing critical workforce needs. Specifically, the City of Flint will launch a new employer-led collaborative – Flint Industry Cluster Collaborative – to support current and future workforce needs within the manufacturing and logistics industry while enhancing employment opportunities and quality of life for Flint residents. Participants will receive pre-employment training, soft-skills training, forklift training, and job retention supportive service to address barriers to employment.

City of Flint and Mott Community College will take the lead in staffing and facilitating meetings. Community partners included in this grant along with additional community partners will be asked to attend and participate. Meetings will explore ways to improve talent development and training resources and tactics and tailoring those resources to meet employer member needs. Employers understand they will be working with workforce development organizations, educational institutions and other partners to develop an effective talent pipeline and a career pathway in Manufacturing and Logistics.

This partnership will benefit employers, workers, and job seekers alike by providing new employment opportunities and addressing the needs and challenges within the manufacturing and logistics industry.

Financial Implications:

The \$170,500 will be added to the budget under grant code FLEO-MICA18, fund 296, in department 690.411.

Budgeted Expenditure: Yes ____ No XX

Please explain, if no: Resolution establishes budget in General Ledger

Pre-encumbered: Yes ____ No ____

Requisition #: _____

Reviewed and Approved By: _____ **Date:** _____

Other Implications: No other implications are known at this time.

Staff Recommendation: Staff recommends approval of this resolution.

GRANT NO.: MICA 2.0_2019_CITY OF FLINT

**GRANT BETWEEN
THE STATE OF MICHIGAN
MICHIGAN DEPARTMENT OF LABOR AND ECONOMIC OPPORTUNITY-
WORKFORCE DEVELOPMENT (LEO-WD)
AND
CITY OF FLINT**

GRANTEE/ADDRESS:

Sheldon Neeley
Mayor
City of Flint
1101 S. Saginaw St.
Flint, Michigan 48502

GRANTOR/ADMINISTRATOR/ADDRESS:

Stephanie Beckhorn, Director
Workforce Development
Michigan Department of Labor and Economic Opportunity
201 N. Washington Square
Lansing, Michigan 48913

GRANT PERIOD:

From: October 1, 2019 – May 31, 2021

TOTAL AUTHORIZED BUDGET: \$170,500

Federal Contribution:	\$170,500
State Contribution:	\$0
Local Contribution:	\$0
Other Contributions:	\$0

ACCOUNTING DETAIL:

Funding Source:	AY18 WIOA SWA MICA 2.0 Grants
Appropriation Year:	2018
Accounting Template:	186WIOA18SWAMICA2
Grantee Fed I.D. No.	38-6004611
Location Code:	C033
Unit Code:	W200
CFDA #:	17.258, 17.259, and 17.278

GRANT AGREEMENT

The Michigan Department of Labor and Economic Development-Workforce Development (LEO-WD) (the "Grantor") enters into a binding agreement (the "Agreement") with City of Flint (the "Grantee"). As used in this Agreement, LEO-WD and Grantee are sometimes individually referred to as a "Party" and collectively as "Parties" are subject to the terms and conditions of this grant agreement.

I. STATEMENT OF PURPOSE

The Grantee will utilize the Michigan Industry Cluster Approach 2.0 (MICA 2.0) funding to support activities that engage employers in addressing critical workforce needs. Specifically, the City of Flint will launch a new employer-led collaborative – Flint Industry Cluster Collaborative – to support current and future workforce needs within the manufacturing and logistics industry while enhancing employment opportunities and quality of life for Flint residents. Participants will receive pre-employment training, soft-skills training, forklift training, and job retention service to address barriers to employment. In addition, the Grantee's performance measures are aligned with the Governor's vision to increase the number of Michiganders with a postsecondary credential from 45 percent to 60 percent by 2030.

II. STATEMENT OF WORK (SOW)

The Grantee, in partnership with four employers (Avancez, Landaal Packaging Systems, Genesee Packaging and NorthGate Solutions) and seven partners (GST Michigan Works!, Mott Community College, PartnerShift, United Way of Genesee County, Flint and Genesee Chamber of Commerce, Northwestern High School & Accelerated Learning Academy, and Southwestern Classical Academy), will launch the collaborative.

The Flint Industry Cluster Collaborative employers report 70 immediate job openings and 475 over the next three years. This collaborative will provide 50 participants with a unique opportunity for entry-level employment, as well as ongoing job retention and training, which will allow Flint workers to upskill and continue building credentials for a viable career pathway.

Training will include Fast Track pre-employment training, OSHA 10, and Forklift training, as well as post-employment engagement and retention services.

The Grantee has also leveraged \$221,000 in supportive funds from the following partners: the Kellogg Foundation, United Way, Mott Community College, the Flint and Genesee Chamber of Commerce, and four employer partners.

Attachment A: Grantee's Project Proposal is the SOW. The Grantee agrees that they will adhere to all provisions presented in the SOW. Changes will be allowed only upon prior review and written approval by the Grantor

III. MONITORING AND REPORTING PROGRAM PERFORMANCE

A. Monitoring

The Grantor shall monitor performance to assure that time schedules are being met and projected work, by time period, is being accomplished. Monitoring shall include on-site visits to assess project performance.

B. Participant Documentation Requirements

1. **Individual Participant Information:** Employers participating in the collaborative must collect and retain individual participant information. The employer will aggregate the individual participant information and submit to the Grantee for use in each quarterly report. For monitoring purposes, the aggregate numbers reported each quarter must be tied to a specific participant. Specific participant information can be collected by the employer or Grantee using either the Individual Participant Form (Attachment B) or a customized document that collects all required information, including:

- First Name
- Last Name
- Age
- Employer sponsor
- Gender
- Age category
- Veteran status
- Ethnicity and Race
- Grantee information
- Services provided to the participant (including funding sources)

2. **MICA 2.0 Supported Training:** Grantees utilizing MICA 2.0 funds specifically for training participants must adhere to the following:

- **One-Stop Management Information System (OSMIS)**

Grantees utilizing MICA 2.0 funds specifically for training participants must refer eligibility determination to their local Michigan Works! (MW!) partner. MW! shall enter participants into the OSMIS.

- **Participant File Documentation**

Upon enrollment, Grantees must ensure that each participant enrolled in the grant program has provided proper documentation showing their eligibility to work in the United States (U.S.). A copy of the documentation must be placed in their case files. This action must be completed for all individuals enrolled since the beginning of the grant period.

Each participant file must have the following items in its contents:

- Individual Participant Form (IPF, Attachment B)
- Equal Opportunity (EO) Law Notices
- Selective Service Registration for males over the age of 18
- Eligibility Documentation that provides determination of legal status to work in the U.S.
- Eligibility for Veteran's Benefits (if IPF indicates veteran status)
- Right to Work in the U.S. documentation including a copy of participant's birth certificate, passport, and/or social security card

The implementation requirements for EO notices are found at Code of Federal Regulations (29 CFR 37). They detail who must be provided with the notice (29 CFR 37.29); what specific wording the notice must contain (29 CFR 37.30); where proof of service should be included (29 CFR 37.31); and what type of notice must be included in publications, broadcasts and other communications (29 CFR 37.34).

The Workforce Innovation and Opportunity Act (WIOA), Section 189(h) Enforcement of Military Selective Service Act states "the Secretary shall ensure that each individual participating in any program or activity established under this title, or receiving any assistance or benefit under this title, has not violated section 3 of the Military Selective Service Act (50 U.S.C. App. 453) by not presenting and submitting to registration as required pursuant to such section."

Before being enrolled in WIOA Title 1-funded services, all males who are not registered with the Selective Service and have not reached their 26th birthday must register through the Selective Service website at www.sss.gov. In order to participate in a program established by or receiving assistance under Title 1 of WIOA, all males born on or after January 1, 1960 must present documentation showing compliance with the Selective Service registration requirement.

The Uniform Guidance, 200.403, Factors affecting allowability of costs requires that "except where otherwise authorized by statute, costs must meet the following general criteria in order to be allowable under Federal awards:

- (a) Be necessary and reasonable for the performance of the Federal award and be allocable thereto under these principles; and
- (b) Be adequately documented. See also §§200.300 Statutory and national policy requirements through 200.309 Period of performance of this part."

It is necessary and reasonable to require documentation of participant eligibility to work in the United States as this grant provides direct funding to training programs that will support the participant's goal to receive an industry recognized credential in the U.S.

C. Quarterly Performance Report with Participant Data

1. **Written Quarterly Performance Report (QPR, Attachment C):** The Grantee shall submit to the Grantor, QPRs that describe the following information:

Section I: Aggregate Information on Individuals Served by the Grant

- Demographic Information
- Ethnicity
- Race

NOTE: For monitoring purposes, the aggregate numbers reported must be tied to a specific participant. Specific participant information can be collected by the employer or Grantee using the Individual Participant Form (Attachment B) or a customized document that collects all required information.

Section II: Aggregate Information on Services Provided to Individuals Under the Grant

- Services
- Funding Sources

Section III: Information on Outcomes Achieved

Section IV: Narrative Information

Section V: Financial expenditures of grant money and leveraged funds to the project, including in-kind and/or direct resources.

Grantees must complete and submit the QPR to the Grantor by email at TED-TDL@michigan.gov within 30 days after the end of the reporting quarter.

Due Dates for Quarterly Reports

Due Date	Performance Period
Thursday, January 30, 2020	October 1 – December 31, 2019
Thursday, April 30, 2020	January 1 – March 31, 2020
Thursday, July 30, 2020	April 1 – June 30, 2020
Friday, October 30, 2020	July 1 – September 30, 2020
Friday, January 29, 2021	October 1 – December 31, 2020
Friday, April 30, 2021	January 1 – March 31, 2021
Wednesday, June 30, 2021	April 1 – May 31, 2021

The QPR must focus on progress toward performance measures as outlined in the grant proposal. Please see Attachment C for the QPR Performance Data template.

2. **Final Report:** The Grantee will submit, electronically to TED-TDL@michigan.gov, one copy of the Final Report no later than 60 calendar days after the completion of the grant period.

Due Date	Performance Period
Friday, July 30, 2021	October 1, 2019 – May 31, 2021

Written Final Report: The Grantee's final report must include the following information:

- a. Summarize project activities, including all measured outcomes identified in the original proposal.
- b. How well the goals and objectives of the project were met, any related project results, and identification of best practices.
- c. Accomplishments and problems experienced while carrying out the project activities.
- d. Impacts, anticipated and unanticipated, experienced as a result of the project implementation.
- e. Financial expenditures of grant and leveraged funds to the project, including in-kind and/or direct resources.
- f. Actual budget expenditures compared to the budget in this agreement. Include the basis or reason for any discrepancies.
- g. Coordinated efforts with other organizations to complete the project.

D. Performance Outcomes

The Grantee shall be accountable for the following performance outcomes:

Total number of employers involved in the employer-led collaborative	4
Total number of other stakeholders/partners involved in the employer-led collaborative	7
Total number of participants enrolled in training programs	50
Total number of participants completing training	45
Total number of credentials/certifications earned by participants for high-wage, high-demand occupations in the region	30
Total number of participants employed as a result of training completion	41
Total number of participants retained in employment after six months	31
Total number of participants from target populations (veterans, women, youth 16 – 24, individuals with disabilities, minorities, non-traditional employees)	25
Dollar amount of participants' earnings increases annually as a result of new skill attainment	+\$3,500

IV. PAYMENT SCHEDULE INFORMATION

Starting Date: October 1, 2019

Ending Date: May 31, 2021

- A. The term of this Agreement (the "Term") shall commence on October 1, 2019 and shall continue until the occurrence of an event described in Section XII of this Agreement. Expenses incurred after May 31, 2021 are not eligible for reimbursement.
- B. The Grantee agrees that all funds shown in the Budget are to be spent as detailed in the Budget. Financial expenditures of grant money and leveraged funds to the project, including in-kind and/or direct resources shall be submitted minimally on a quarterly basis.
- C. The transfer of funds among budget cost categories is restricted such that if the cumulative amount of such transfers exceeds or is expected to exceed ten percent of the total budget as last approved by the LEO-WD, the recipient must receive prior approval from LEO-WD.
- D. If applicable, travel expenses for mileage and meals will not be reimbursed at rates greater than the State Travel Rates (Attachment D), without prior written consent of the Grantor. Lodging rates may exceed the minimums found in Attachments D, but must be competitive, reasonable, and justifiable.
- E. The Grantee agrees that all funds shown in the Budget are to be spent as specified. This Agreement does not commit LEO-WD to approve requests for additional funds during or beyond this Grant period.
- F. Request for changes in the Budget must be submitted in writing and will be allowed only upon prior review and written approval by the Grant Administrator.
- G. As a recipient of an upcoming grant payment from the LEO-WD and/or State of Michigan, Grantee must be registered with the Management of Awards to Recipients Systems (MARS) to receive any and all future payments.
- H. If the Grantee has already claimed or created a MARS account, the Grantee is ready to receive purchase orders and payments from the LEO-WD or the State of Michigan. If not, go to <http://www.michigan.deleg-mars.org/Default.aspx> to either claim an account and update all information contained therein or create a new MARS account.

Please note, the Grantee needs only one MARS account to receive LEO-WD or State of Michigan purchase orders, contracts and payments.

If you have any questions, please contact MARS directly at CareyM4@michigan.gov.

V. CHANGES TO GRANT AWARD

All change requests must be submitted in writing on letterhead to the Grant Administrator by the Grantee. Changes must be consistent with the scope of the project and grant guidelines. Requests for changes will be considered only if the reporting requirements are current, and

if terms and conditions have been met at the time of the request. Changes in the programmatic activities, or purpose of the project, changes in key persons specified on the grant award, contractual services for activities central to the purposes of the award, requests for additional funding, change in project site, or release of special conditions will result in an amendment to this award. No transfers of funds between allocations will be authorized, only de-obligation of funds, except on a case-by-case basis.

Types of award adjustments:

- Change of address
- Changes in award period – Written requests should be at least 90 calendar days before the end date of the award
- Changes in project scope
- Change in project site
- Changes that increase or decrease the total cost of the project
- Change in or temporary absence of the Project Manager, Chief Financial Officer, or Signatory Official
- Transfer of project
- Addition or modification to the project budget requiring prior approval
- Release of special conditions, if required
- Changes in key personnel

VI. FISCAL REPORTING

The Grantee will track and report expenditures in accordance with appropriate state and federal regulations using Attachment C, Section V. All financial expenditure reports shall be on an accrued basis. Accrued expenditures are defined as actual expenditures through a specific reporting period plus an estimate of costs incurred for goods and services that have been received but have not yet been paid.

All quarterly fiscal expenditure reports for this grant must be entered and submitted no later than the 30th calendar day after the end of the calendar quarter being reported. Should the 30th calendar day fall on a weekend or State recognized holiday, the report is due the last business day prior to the 30th day.

VII. DISCLOSURE OF FEDERAL MONEY USED TO FUND PUBLIC COMMUNICATIONS

In accordance with Public Law 114-113, Division H, Title V, Section 505, all statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, must include the following:

- A. The percentage of the total cost of the program or project which will be financed with Federal money,
- B. The dollar amount of the Federal funds for the project or program, and
- C. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

VIII. LEO-WD GRANT ADMINISTRATOR

The Grantee must communicate with the representative named below or his or her designee regarding this Agreement. The Grant Administrator may be changed, at any time, at the discretion of LEO-WD.

Michelle Cordano (the "Grant Administrator")
Workforce Development
Michigan Department of Labor and Economic Opportunity
201 North Washington Square
Lansing, Michigan 48913
cordanom@michigan.gov
517-643-3459

IX. GRANTEE DUTIES

The Grantee will track and report expenditures in accordance with appropriate state regulations. All financial expenditure reports shall be on an accrued basis. Accrued expenditures are defined as actual expenditures through a specific reporting period plus an estimate of costs incurred for goods and services that have been received but have not yet been paid.

The Grantee shall retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of seven (7) years or greater, as provided by law following the creation of the records or documents.

X. RELATIONSHIP OF THE PARTIES

The Grantee and its officers, agents and employees shall not describe or represent themselves as agents of the State of Michigan or LEO-WD to any individual person, firm or entity for any purpose. Neither Grantee nor any of its employees or agents is or shall become an employee of LEO-WD due to this Agreement.

XI. ACCESS TO RECORDS

During the term, and for three (3) years from the sooner of the Ending Date or Termination of this Agreement, the Grantee shall maintain reasonable records, including evidence that the services were performed, and the identity of all individuals paid for such services, and shall allow access to those records by LEO-WD and the Auditor General of the State of Michigan.

XII. TERMINATION

Except as to other terms and conditions which shall survive as provided in this Agreement, this Agreement shall terminate upon the earlier of the following:

- A. The Ending Date.
- B. Termination by LEO-WD, by giving thirty (30) calendar days prior written notice to the Grantee.
- C. Termination by LEO-WD pursuant to Section XX of this Agreement.

XIII. CONFLICT OF INTEREST

The Grantee affirms that there exists no actual or potential conflict of interest between the Grantee, the Grantee's key personnel or its family, business or financial interest (the "Grantee's Interests") and the activity under this Grant. In the event of a change in either its private interests or activities under this Grant, Grantee will inform LEO-WD immediately in writing regarding possible conflicts of interest that may arise as a result of such change. Grantee shall resolve all conflicts of interest that may arise to the satisfaction of LEO-WD.

XIV. INDEMNIFICATION AND GRANTEE LIABILITY INSURANCE

Except for their respective obligations to process or disburse grant disbursements as required in this Agreement, the State of Michigan, LEO-WD, its Executive Committee and their respective directors, participants, officers, agents and employees (collectively, the "Indemnified Persons") shall not be liable to the Grantee for any reason. The Grantee shall indemnify and hold the State of Michigan and LEO-WD and other Indemnified Person harmless against all claims asserted by or on behalf of any individual person, firm or entity (other than an Indemnified Person), arising or resulting from, or in any way connected with this Agreement or any act or failure to act by the Grantee under the Agreement, including all liabilities, costs and expenses, including reasonable counsel fees, incurred in any action or proceeding brought by reason of any such claim. The Grantee shall also indemnify LEO-WD and other Indemnified Person from and against all costs and expenses, including reasonable counsel fees, lawfully incurred in enforcing any obligation of the Grantee under this Agreement.

The Grantee shall have no obligation to indemnify an Indemnified Person under this Section if a court with competent jurisdiction finds that the liability in question was solely caused by the willful misconduct or gross negligence of LEO-WD or other Indemnified Person, unless the court finds that despite the adjudication of liability, LEO-WD or other Indemnified Person is fairly and reasonably entitled to indemnity for the expenses the court considers proper. LEO-WD and the Grantee agree to act cooperatively in the defense of any action brought against LEO-WD or another Indemnified Person to the greatest extent possible.

Performance of the Grantee's obligations contemplated under this Agreement is within the sole control of the Grantee and its employees, agents and contractors, and an Indemnified Person shall have no liability in tort or otherwise for any loss or damage caused by or related to the actions or failures to act, products and processes of the Grantee, its employees, agents or contractors. This Section shall survive indefinitely.

XV. PUBLICITY

Awardees are encouraged to pursue publicity opportunities related to Agreement program, activities, and outcomes. Awardees will report all earned publicity to the Grant Administrator.

All publicity shall reference formal program name, Michigan Industry Cluster Approach 2.0, and the Michigan Department of Labor and Economic Opportunity, or as otherwise approved by an authorized representative of LEO-WD. All publicity must adhere to LEO-WD brand standards, with questions and/or support requests directed to Grant Administrator.

Publicity includes, but is not limited to, advertising, news releases, physical signage, website content, earned media, social media posts, presentations, workshops, and promotional materials.

XVI. TOTAL AGREEMENT

This Agreement, including the exhibits incorporated herein, is the entire Agreement between the Parties. This Agreement may not be modified or amended except by a written instrument signed by the Parties.

XVII. NON-DISCRIMINATION AND UNFAIR LABOR PRACTICES

In connection with this Agreement, the Grantee agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The Grantee further agrees that every subcontract entered into for performance of this Agreement will contain a provision requiring nondiscrimination in employment, as specified in this Agreement, binding upon each subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and any breach thereof may be regarded as a material breach of this Agreement.

XVIII. ASSIGNMENT/TRANSFER/SUBCONTRACTING

LEO-WD may at any time assign its rights in this Agreement. Except as contemplated by this Agreement, Grantee may not assign its rights or obligations under this Agreement without the prior written consent of LEO-WD. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

XIX. COMPLIANCE WITH LAWS

The Grantee is not and will not, during the Term, be in violation of any laws, ordinances, regulations, rules, orders, judgments, decrees or other requirements imposed by any governmental authority to which it is subject.

XX. DEFAULT

The occurrence of any one or more of the following events or conditions shall constitute an "Event of Default" under this Agreement, unless a written waiver of the Event of Default is signed by LEO-WD: (a) any representation, covenant, certification or warranty made by the Grantee shall prove incorrect at the time that such representation, covenant, certification or warranty was made in any material respect; (b) the Grantee's failure to comply with the reporting requirements hereof; (c) the Grantee's failure to comply with any obligations or duties contained herein; or (d) Grantee's use of the Grant funds for any purpose not contemplated under this Agreement.

XXI. AVAILABLE REMEDIES

Upon the occurrence of any one or more of the Events of Default, LEO-WD may terminate this Agreement immediately upon notice to the Grantee. The termination of this Agreement is not intended to be the sole and exclusive remedy in case any Event of Default shall occur, and each remedy shall be cumulative and in addition to every other provision or remedy given herein or now or hereafter existing at law or equity. If this Grant is terminated as a result of Section XVII hereof, LEO-WD shall have no further obligation to make a Grant disbursement to the Grantee. The Grantee shall reimburse LEO-WD for disbursements of the Grant determined to have been expended for purposes other than as set forth herein as well as any Grant funds, which were previously disbursed but not yet expended by the Grantee. This Section shall survive the end of the Term of the Agreement for a period of three (3) years.

XXII. WAIVER

A failure or delay in exercising any right under this Agreement will not be presumed to operate as a waiver unless otherwise stated in this Agreement, and a single or partial exercise of any right will not be presumed to preclude any subsequent or further exercise of that right or the exercise of any other right.

XXIII. NOTICES

Any notice or other communication under this Agreement shall be in writing and e-mailed, or faxed, or mailed by first class mail, postage prepaid, or sent by express, overnight courier to the respective Party at the address listed at the beginning of this Agreement or such other last known addresses or e-mail accounts, and shall be deemed delivered one business day after the delivery or mailing date.

XXIV. GOVERNING LAW

This Agreement is a contract made under the laws of the State of Michigan, and for all purposes shall be governed by, and construed in accordance with, the laws of the State of Michigan.

XXV. JURISDICTION

The parties shall make a good faith effort to resolve any controversies that arise regarding this Agreement. If a controversy cannot be resolved, the parties agree that any legal actions concerning this Agreement shall be brought in the Ingham County Circuit Court in Ingham County, Michigan. The Grantee acknowledges by signing this Agreement that it is subject to the jurisdiction of this court and agrees to service by first class or express delivery wherever the Grantee resides, in or outside of the United States.

XXVI. COUNTERPARTS AND COPIES

This Agreement may be signed in counterparts and delivered by facsimile or in pdf form, and in any such circumstances, shall be considered one document and an original for all purposes.

The signatories below warrant that they are empowered to enter into this Agreement.

GRANTEE ACCEPTANCE:

Dated: _____

Grantee

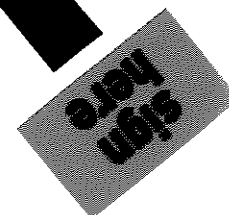
Sheldon Neeley
Mayor
City of Flint

LEO-WD ACCEPTANCE:

Dated: _____

Grantor

Stephanie Beckhorn, Director
Workforce Development
Michigan Department of Labor and Economic
Opportunity



Attachments:

- A: Proposal Narrative
- B: Individual Participant Form
- C: Quarterly Performance Report
- D: State Travel Rates
- E: Grant Modification Form

PROPOSAL NARRATIVE

City of Flint, Michigan Industry Cluster Approach 2.0 Grant Proposal

EMPLOYER ENGAGEMENT

The Flint Industry Cluster Collaborative will be led by employer champions within the manufacturing and logistics industry who have demonstrated involvement with other employers in addressing key workforce issues and are committed to education and workforce partnerships. The following employers are committed to joining and leading this collaborative: Avancez (Android Industries), Landaal Packaging, Genesee Packaging, and NorthGate Solutions. All four companies are in growth mode and are struggling to meet staffing needs.

These companies have agreed to form a collaborative partnership to improve the pipeline of talent available, leverage additional training that is tailored to their needs, and pool resources to support job retention and upskilling of existing employees. They have been informed of the identity of their fellow employer members and understand that the employers are the leaders of this collaborative. They understand that Mott Community College (MCC) will be the primary workforce development partner, along with other key partners, including: the City of Flint, GST Michigan Works!, the United Way of Genesee County and the Flint and Genesee Chamber of Commerce, among other key community partners.

Employers understand that they will lead the collaborative, with a chair and co-chair and each employer will be given a vote. They have agreed the collaborative will meet regularly on a schedule to be set at their first meeting and employers will identify and assign key roles.

City of Flint and Mott Community College will take the lead in staffing and facilitating meetings. Community partners included in this grant along with additional community partners will be asked to attend and participate. Meetings will explore ways to improve talent development and training resources and tactics and tailoring those resources to meet employer member needs. Employers understand they will be working with workforce development organizations, educational institutions and other partners to develop an effective talent pipeline and a career pathway in Manufacturing and Logistics.

The following employers are committed to the proposed Flint Industry Cluster Collaborative.

EMPLOYER #1:

Employer Name: Avancez
Contact Name: Lisa McQuillin
Title: Human Resources Manager
Street Address: 4444 W Maple Ave, Flint, MI 48507
Phone: (810) 733-3007
Email: lmcquillin@and-ind.com

EMPLOYER #2:

Employer Name: Landaal Packaging Systems
Contact Name: Robert Landaal
Title: President

Street Address: 3256 Iron Street, Burton, MI 48529
Phone: (810) 424-6105
Email: robert.landaal@landaal.com

EMPLOYER #3:

Employer Name: Genesee Packaging
Contact Name: Jane Worthing
Title: President
Street Address: 2010 N. Dort Highway, Flint, MI 48506
Phone: (810) 235-6120
Email: jworthing@genpackaging.com

EMPLOYER #4:

Employer Name: NorthGate Solutions
Contact Name: George Wilkinson
Title: President
Street Address: G3367 Corunna Rd., Flint, MI 48532
Phone: (810) 235-6120
Email: GWilkinson@go2northgate.com

TALENT DEVELOPMENT NEEDS AND GOALS

The companies identified for this collaborative are experiencing high levels of growth but are struggling to recruit and retain the staff they need to continue their growth. The goal of this collaborative is to support current and future workforce needs within the manufacturing and logistics industry while enhancing employment opportunities and quality of life for Flint residents.

The City of Flint is uniquely positioned to provide a pipeline of talent to these growing companies. Flint's unemployment rate is above the national average and Flint area residents are underemployed. With support from workforce and community partners, Flint area residents offer a pipeline of valuable underutilized talent for the companies in this industry cluster. Many of Flint's residents are low-skilled workers who will benefit from support to overcome a variety of barriers to employment. The employers in this collaborative will provide these workers with a unique opportunity for entry level employment. The ongoing job retention and training support provided via the collaborative will allow Flint workers to upskill and continue building credentials for a viable career pathway.

The water crisis put a national spotlight on the City of Flint and the city has shown its strength and resilience with strong economic development progress through a deepening collaboration among community, the private sector and philanthropic partners. Companies are expanding in Flint, creating quality jobs, and leveraging a fertile business environment to grow revenues and service markets globally. Manufacturing and logistics are key growing industry sectors in the community, but these companies need talent to continue that growth. Flint's residents are primed to fill this talent gap if provided the workforce development support.

This industry cluster will bring employers together, help them communicate training needs and identify skill gaps, pipeline talent into high need and growth positions, and provide training in pre-employment soft skills and forklift operation, and additional training as identified.

Objectives:

- Fill high growth job openings
- Upgrade incumbent worker skills
- Establish career pathways
- Talent pipeline management activities
- Career pathway awareness
- Establish industry skill standards
- Incorporate plans to serve Workforce Innovation and Opportunity Act (WIOA) defined special populations in the Flint community

This approach will benefit employers, workers, and job seekers alike by providing new employment opportunities and addressing the needs and challenges within the manufacturing and logistics industry.

Feedback based on initial interviews with employers has determined that all four companies need the following support: 1) Screening and recruiting employees, 2) pre-employment soft skills training, 2) forklift driver training, 3) supervisor training, 4) job retention services to address barriers to employment, soft-skills and teamwork training. We have incorporated initial employer feedback into the program design and focus for the grant application. We anticipate identifying additional needs of employers after we have launched the collaborative and will work together to tailor services and solutions. Employer members of this proposed Flint industry cluster understand that by aligning their resources and working cooperatively they can best achieve access to the resources and solutions that can resolve their talent development challenges.

PARTNERS

Mott Community College (MCC) is the lead talent provider, partnering with GST Michigan Works! to recruit talent, provide pre-employment training and ongoing job retention services. MCC and GST will assign staff to the industry cluster to ensure services are tailored to meet the needs of member companies.

MCC will provide Fast Track pre-employment training, designed to create new opportunities for entry-level workers and meet employers' needs for skilled workers. MCC will work with employers throughout the process to ensure buy-in and training effectiveness. During the one-week training, participants will learn transferable employability skills, such as work ethic, time management, team building, communication skills, financial literacy, as well as resume writing, interviewing skills, and career exploration. Participants will take a refresher course of basic math, reading, writing and computer skills to ensure basic requirements of entry level employment in the manufacturing and logistics industry can be met.

MCC will provide, forklift training, composed of three parts. Participants will take a 4-5-hour classroom course to learn about truck controls and handling, OSHA regulations, federal guidelines, safety awareness, and proper operational practices. When this is completed, participants will practice operating the forklift, including practice with starting the forklift, maneuvering, loading, unloading, transporting of loads, and proper parking. Trainers will oversee forklift operation and performance evaluations. Once a participant has been evaluated satisfactorily, they will receive a certificate of course completion and forklift license.

MCC will provide an innovative job retention services model that provides wraparound services to help disadvantaged populations overcome barriers to employment. All participants will be assigned a job retention specialist to provide services at the employer worksite, conducting intensive follow-up and building a closer working relationship with companies. Assisting MCC in this effort is PartnerShift, a non-profit that has been providing innovative job retention services and soft-skills training for major companies in the region. MCC and Partnershift services will be funded through private dollars.

While all participants will have access to transportation or bus vouchers, childcare, and work clothing vouchers, MCC provides a unique service by way of MCC's Financial Opportunity Center (FOC). The FOC is poised to be a career and personal financial service center that focuses on the financial bottom line for low-to-moderate income individuals by providing financial coaching/literacy, workforce services, and access to public benefits in one location.

Employers will also have access to job retention services through GST Michigan Works Business Resource Network (BRN) for companies that choose to join. These services include wraparound services and success coaching. These services are funded through the grant.

The City of Flint, Mott Community College, and GST Michigan Works will be supported by a strong network of partners:

- GST Michigan Works staff, especially their business and career services team, will assist employers and identify WIOA and other workforce dollars to provide ongoing support.
- The United Way of Genesee County has committed to providing funding to the collaborative to assist with removal of barriers to employment.
- The Chamber's Youth Quest and Career Edge programs will align with industry cluster efforts to ensure Flint youth and low-income adults are connected with the member companies. Youth Quest participants from Flint schools will have access to career
- inspiration and work experience with these employers.
- The Flint industry cluster will also work closely with LEO-WD TDL Michelle Cordano.

The principal partners necessary to implement the proposed MICA 2.0 employer-led collaborative in Flint are listed below.

PARTNER #1:

Partner Type: Education and Training Provider
Organization Name: Mott Community College
Contact Name: Marcus Matthews
Title: Assistant Vice President
Address: 1401 East Court Street
Phone: (810) 762-0506
Email: marcus.matthews@mcc.edu

Role in Partnership: Lead talent provider, partnering with GST Michigan Works to provide soft-skills training, pre-employment support, and job placements. Mott is the lead because of their unique focus on the City of Flint and their focus on serving Flint residents with barriers to employment. Will train provide training and support for 190 individuals.

PARTNER #2:

Partner Type: Education and Training Provider
Organization Name: GST Michigan Works!
Contact Name: Jody Kerbyson
Title: Chief Executive Officer
Address: 711 N. Saginaw St., Suite 300, Flint, MI 48503
Phone: (810) 223-5974
Email: jkerbyson@gstmiworks.org

Role in Partnership: Provide project management and technical support through their business services and training dollars to provide ongoing and sustainable support for the industry cluster. Recruit talent. Provide job retention services will be made available for companies interested in joining the Business Resource Network (BRN).

PARTNER #3:

Partner Type: Workforce Development Entity
Organization Name: PartnerShift
Contact Name: Kathy Conklin
Title: Executive Director
Address: 1213 S. Washington Ave., Saginaw MI 48601
Phone: (989) 399-0016 x 107
Email: kconklin@scbep.com

Role in Partnership: Provide training in the area of HR, supervisors, job retention and employee engagement. PartnerShift has years of experience and success providing training, coaching and job retention services to Saginaw's largest employers, such as Nexteer Automotive and Morley Companies. Partnershift will be funded through private dollars.

PARTNER #4:

Partner Type: Non-Profit Organization
Organization Name: United Way of Genesee County

Contact Name: James Gaskin
Title: CEO
Address: 111 E. Court Street, Flint MI 48502
Phone: (810) 232-8121
Email: jgaskin@unitedwaygenesee.org

Role in Partnership: Will provide \$35,000 in job retention/wraparound services and provide access to their hardship loan program with Dort Federal Credit Union, for an additional value of \$20,000. For a total value of \$55,000 in support.

PARTNER #5:

Partner Type: Community-Based Organization
Organization Name: Flint and Genesee Chamber of Commerce
Contact Name: Tyler Rossmassler
Title: Director, Economic Development
Address: 519 Saginaw St Suite #200, Flint, MI 48502
Phone: (810) 813 - 2491
Email: TRossmassler@FlintandGenesee.org

Role in Partnership: The Flint Industry Cluster will align with the Chamber's Career Edge and Youth Quest programs to build a pipeline of talent for member companies. The Chamber will also provide business development services to employers in the collaborative and assist in recruiting new companies to join the collaborative.

PARTNER #6:

Partner Type: Education and Training Provider
Organization Name: Northwestern High School & Accelerated Learning Academy
Contact Name: TBD
Title: Director
Address: G-2138 W. Carpenter Road, Flint, MI 48505
Phone: (810) 760-1780
Email: TBD

Role in Partnership: Secondary Education Institution partnership

PARTNER #7:

Partner Type: Education and Training Provider
Organization Name: Southwestern Classical Academy
Contact Name: Christopher Ochodenicky
Title: Principal
Address: 1420 West Twelfth Street, Flint, MI 48507
Phone: (810) 760-1400
Email: cochodenicky@flintschools.org

Role in Partnership: Secondary Education Institution partnership

CONVENER/COLLABORATIVE MANAGER

As the lead applicant, the City of Flint (COF) is responsible for overall technical and financial oversight of the Flint MICA 2.0 program and will maintain close communication and effective coordination with LEO-WD. The COF Economic Development team is funded through a grant from the W.K. Kellogg Foundation to support the expansion of economic development efforts in the community. This team will be providing project management support, subject matter expertise and a personal network to grow the collaborative. The COF will facilitate meetings and work closely with companies to ensure success.

The Collaborative will meet on a monthly basis, at the employer worksites, to convene partner discussion meetings, conduct strategic planning, analyze data, and evaluate progress toward achieving metrics. These meetings will also be critical in troubleshooting talent development challenges. Employer monthly meetings will also include the key strategic partners described in this grant, among others. We will also invite speakers and present research that includes best practices to drive program improvements. On a quarterly basis we will reach out more broadly to conduct a community stakeholder meeting to provide updates, obtain feedback and disseminate information.

The COF staff will work closely with our key partners to conduct research, onboard new employers, convene partners and seek additional funding opportunities to support training and employment. The Flint Industry Cluster Collaborative will work collectively to promote industry best practices through networking with innovative and forward-thinking peers, collaboration on training, workforce development and business improvements, and outreach to Flint's youth to highlight the rewarding careers available via Collaborative employers.

The City of Flint team that will be supporting the Flint Industry Cluster Collaborative are the following:

Chay Linseman, Grant Administrator, will be the point of contact with the State of Michigan, regarding fiscal reporting and grant administration.

James Durian, Deputy Director, will be the point of contact for program administration, and he will project manage industry collaborative efforts, working directly with member companies and key stakeholders to ensure all partners are working collaboratively.

Linnette Phillips, Deputy Director, will provide strategic and tactical support as needed to recruit companies, stakeholders and other partners to support the growth of the collaborative.

METRICS

The City of Flint will maintain a continuous evaluation and feedback system to assure achievement of the Flint MICA 2.0 goals. The evaluation system includes computerized tracking of every aspect of the project from intake to expiration. The City of Flint will submit quarterly performance reports, participate in monthly calls, and submit quarterly invoicing to LEO-WD.

Participant tracking will be reported to the City of Flint by MCC and GST Michigan Works, based on the pool of participants placed into employment with Collaborative companies.

The City of Flint will work with the Flint Industry Cluster Collaborative to track, assess, and report outcome metrics that include the total number of: employers, partners, participants enrolled in and completing training, credential/certifications earned for high-wage/high demand jobs, participants unemployed prior to training, job retention at 6 months, participants from target populations (veterans, youth, women, youth 16-24, individuals with disabilities, minorities, non-traditional employees), and increase in earnings as a result of new skill attainment.

A shared tracking tool will be created to facilitate data collection and reporting. We will report on these items and any additional metrics as determined by the WDA on a regular basis throughout the grant period.

The estimated metric for the Flint Employer-led Collaborative if provided below:

Total number of employers involved in the employer-led collaborative	4
Total number of other stakeholders/partners involved in the employer-led collaborative	7
Total number of participants enrolled in training programs	50
Total number of participants completing training	45
Total number of credentials/certifications earned by participants for high-wage, high-demand occupations in the region	30
Total number of participants employed as a result of training completion	41
Total number of participants retained in employment after six months	31
Total number of participants from target populations (veterans, women, youth 16 – 24, individuals with disabilities, minorities, non-traditional employees)	25
Dollar amount of participants' earnings increases annually as a result of new skill attainment	+3,500

BUDGET

Budget Summary	Grant Costs	Leveraged Dollars
Employer-Led Collaborative Development and Implementation Activities	\$70,000	\$111,000
Training Activities	\$85,000	\$110,000
Administration (not to exceed 10 %) City of Flint	\$15,500	
Total Budget – Up To \$200,000	\$170,500	\$221,000

Budget Detail		
Employer-Led Collaborative Development and Implementation Activities	Grant Costs	Leveraged Dollars
1. Project Management, including salary and benefits: GST Michigan Works! (GST MW!) - \$35,000 and MCC - \$35,000	\$70,000	\$40,000
2. Employer engagement and facilitation (employer contribution)		\$16,000
3. Wrap around services (United Way)		\$55,000
Employer-Led Collaborative Activities: Sub-Total	\$70,000	\$111,000
Training Activities	Grant Costs	Leveraged Dollars
1. Mott Training: Funds to be earmarked for this project for Incumbent Worker Training or Individual Training Accounts as eligibility permits for MICA 2.0 participants -- via GST MW!	\$50,000	
2. Perkins funds -- via Mott Community College		\$30,000
3. Career Edge -- via Flint and Genesee Chamber of Commerce		\$80,000
4. Post-Employment Engagement and Retention Training -- via GST MW!	\$35,000	
Training Activities: Sub Total	\$85,000	\$110,000
Sub Totals and Administration	Grant Costs	Leveraged Dollars
Employer-Led Collaborative Activities: Sub-Total	\$70,000	\$111,000
Training Activities: Sub Total	\$85,000	\$110,000
Administration (not to exceed 10 %) City of Flint	\$15,500	
Total Budget	\$170,500	\$221,000

BUDGET NARRATIVE

Employer-Led Collaborative Activities

1. Project Management: City of Flint staff will work with Mott staff, GST Michigan Works! and the Chamber to facilitate the sharing of information between companies, identify and analyze talent needs, hold meetings with area employers, educators and community partners to solve industry cluster needs and facilitate the connection between employers and educational organizations, with a special focus on connecting disadvantaged youth and adults to high-demand career opportunities.

1a. City of Flint staff, through a \$2.9 million grant with the Kellogg Foundation, will provide staff support for the collaborative, to facilitate employer meetings, recruit additional companies, track metrics and progress, invite speakers and function as the overall project manager of the Collaborative.

1b. \$35,000 will fund Mott staff to provide a workforce coordinator and job retention coordinator, assigned to member companies to assist in staffing and supporting the recruitment, training and education of talent as well as coordinating job retention services.

1c. \$35,000 will fund GST MW! to find, recruit and qualify participants for training.

2. Employer Contribution: \$16,000 in membership fees from employers will be leveraged for project management, employer engagement and facilitation. This will help cover costs related to meetings, sharing information. We expect five companies during the first year to provide \$20,000.

3. Wraparound Services: The United Way will provide \$35,000 in wraparound services (assuming availability of funding) that the companies can utilize to help employees overcome barriers to employment. United Way will also provide company employees access to their Hardship Loan Program in partnership with Dort Federal Credit Union. United Way's total support is \$55,000.

4. Post-Employment Engagement and Retention Training: \$35,000 for GST MW! to provide retention training through their Business Resource Network Services, or other wrap around services to help participants. Companies may also choose to access HR and Supervisor training through private funding with PartnerShift.

Training Activities

1. Mott Training: Mott Community College will provide pre-employment training, OSHA 10 and Forklift training at a cost of \$50,000. The total cost per participant is \$1,000.

1a. Fast Track Pre-employment Training (\$500 per session x 36 sessions = \$18,000)

- Develop training curriculum in partnership with employer partners
- Establish enrollment criteria, recruit, and select participants
- 1-week training (20 hours)

1b. Forklift Training (\$225 per participant x 50 participants = \$11,250)

- 4-5 hour classroom course
- Forklift operation practice
- Performance evaluations

1c. OSHA 10 (\$185 per participant x 50 participants = \$9,250)

1d. Customized Training to be determined by Collaborative - \$11,500

2. Perkins: Mott Community College will leverage \$30,000 of Carl D. Perkins funding.

3. Career Edge: The Chamber will offer their Career Edge program for member companies, which provides a wage reimbursement of around \$4,000 per person. Based on number of hires, we expect 20 participants, at a value of \$80,000.

4. Post-Employment Engagement and Retention Training: PartnerShift will provide retention training for recent hires during the first year of job placement. The training is for 5 days within the first 6 months of hire - \$500 per person. 70 new hires = Total \$35,000. This funding will be provided through private dollars outside of the grant.

SUSTAINABILITY PLAN

City of Flint is a member of the My Brother's Keeper Alliance (MBKA), a national network of organizations committed to ensuring all young people are prepared to successfully enter the workforce. The City of Flint will leverage partnerships with Big Brothers Big Sisters, Flint Genesee Literacy Network and One Love Global to engage young men of color as an essential partner in the success and sustainability of the Flint Industry Cluster Collaborative. By aligning economic development, workforce development, education and community engagement the Collaborative will strengthen the Flint regional economy and connect residents to a viable career pathway.

The Collaborative will leverage additional philanthropic and private support to sustain this effort beyond the grant period. This includes the following funding streams to provide ongoing support, contingent upon availability:

- **Employer Contribution:** Member companies will pay an annual membership fee. Fees will vary depending on size of company and demand for services. Fee for the first year will vary between \$4,000 and \$8,250 and subsequent years would average \$8,250 per member. These funds will support administration, training and job retention services.
- **United Way:** On an annual basis the United Way of Genesee County will provide \$35,000 in wraparound services funding and access to a hardship loan program, with an estimated value of \$20,000 of additional support, to help individuals overcome barriers to employment.
- **W.K. Kellogg Foundation:** The City of Flint received \$2.9 million of funding to support economic development staffing and services for the city. This funding will be leveraged to help cover project management and staff support to promote ongoing development of the collaborative.
- **Federal Workforce Funding:** Through a partnership with GST Michigan Works! Agency and Mott Community College, we will access federal workforce dollars to support the recruitment, training and education of talent. We do not yet have an estimate to provide.
- **Carl D. Perkins State Leadership Funds:** Mott Community College will access Perkins funding to support the education and training of talent. An estimated \$30,000 of Perkins funding will be leveraged per annually.

- **Community Development Block Grants (CDBG):** The City of Flint receives CDBG dollars that may be available to support workforce development efforts. (e.g. Project QUEST). We do not yet have an estimate available to provide.

- **Other Funding Streams:** The Collaborative will identify other sources of private funding, such as the C.S. Mott Foundation, and public funding such as the state's Going Pro dollars, as potential sources of funding to support training, retention and upskilling of employees.

Engaging new employers to join the Collaborative is essential to sustainability. Additional employers will provide the guidance needed to expand career pathways and on ramps to residents. Having an established collaborative will provide the infrastructure needed to pursue funding opportunities across multiple sectors. There are sustainable cluster models that the Collaborative will explore including the formation of independent employer councils that are essential partners in regional economic development and innovation in areas such as manufacturing and logistics.

Michigan Industry Cluster Approach 2.0 (MICA 2.0)
Individual Participant Information Form

****Form to be completed by Grantee or employer for each participant in MICA 2.0 Grant Project.**

SECTION I: PARTICIPANT INFORMATION

First Name:

Last Name:

Date of Birth: - -

Employer Sponsor:

1. Gender, select one:

- ☐ Male
- ☐ Female
- ☐ Did not disclose

2. Select the age category that reflects your current age (select only one):

- ☐ 16 – 24
- ☐ 25 – 54
- ☐ 55+

3. Do you have a disability? Select one:

- ☐ Yes
- ☐ No
- ☐ Did not disclose

4. Are you a Veteran? Select one:

- ☐ Yes
- ☐ No
- ☐ Did not disclose

5. Please select one or more:

- ☐ Hispanic
- ☐ Black/African American
- ☐ Asian
- ☐ American Indian/Alaska Native
- ☐ Native Hawaiian/Other Pacific Islander
- ☐ White
- ☐ Did not disclose

6. Economically disadvantaged

- Underemployed
- Unemployed

SECTION II: GRANTEE INFORMATION

Grantee	Grantee Name:
	Contact Name:
	Contact Email:
	Contact Phone:

SECTION III: OUTCOMES AND SERVICES PROVIDED TO PARTICIPANT

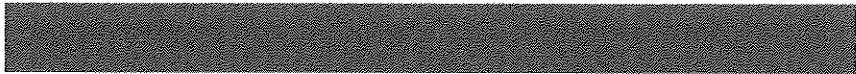
Services	<input type="checkbox"/> Registered Apprenticeship <div style="margin-left: 20px;"> <input type="checkbox"/> a. Registration Date: - - <div style="margin-left: 20px;"> <input type="checkbox"/> New employee <input type="checkbox"/> Incumbent employee </div> </div> <input type="checkbox"/> On-the-Job Training (OJT) <input type="checkbox"/> Supportive Services <input type="checkbox"/> Other (Describe)
Outcomes	<input type="checkbox"/> Completed Training
	<input type="checkbox"/> Obtained a credential/certification
	<input type="checkbox"/> Obtained employment as a result to training
	<input type="checkbox"/> Retained employment after 6 months
	<input type="checkbox"/> <div style="margin-left: 20px;"> Increased wages Wage amount 6 months prior to training: Wage amount 6 months after to training: </div>

Funding Sources

	<input type="checkbox"/> Workforce Innovation and Opportunity Act (WIOA)
	<input type="checkbox"/> Going PRO Talent Fund (Talent Fund)
	<input type="checkbox"/> Michigan Advanced Technician Training (MAT ²) Program
	<input type="checkbox"/> Other (Describe)

General Information: Individual Participant Forms are to be used to complete the Quarterly Performance Reports (QPRs) which are due 30 days after the end of the reporting quarter.

Due Date	Period Covering
January 30, 2020	October 1 – December 31, 2019
April 30, 2020	January 1 – March 31, 2020



April 30, 2021

January 1 – March 31, 2021

June 30, 2021

April 1 – May 31, 2021

Individual Participant Forms are to be retained by the employer and/or Grantee and used to complete QPRs are to be sent electronically to TED-TDL@michigan.gov. The Grantor may review the individual Participant Forms during a monitoring visit.

Attachment C

Name of Grantee:			
Grant Number:			
Quarter Ending Date:			
Date of Submission:			
Program Contact Information:			
Name:			
Phone Number:		Email:	
		Current Quarter	Cumulative Total
A. Demographic Information	1. Gender		
	a. Male		
	b. Female		
	c. Did Not Self-Identify		
	2. Age		
	a. 16-24		
	b. 25-54		
	c. 55+		
	3. Disability Status		
	a. Yes		
	b. No		
	c. Did Not Self-Identify		
	4. Veteran Status		
	a. Yes		
b. No			
		Current Quarter	Cumulative Total

	5. Economically disadvantaged		
	a. Yes		
	b. No		
B. Ethnicity	1. Hispanic		
	a. Yes		
	b. No		
	c. Did Not Self-Identify		
C. Race	1. Black/African American		
	2. Asian		
	3. American Indian/Alaska Native		
	4. Native Hawaiian/Other Pacific Islander		
	5. White		
	6. Did Not Self-Identify		
D. Services	1. Apprenticeship		
	2. On the job training (OJT)		
	3. Supportive Services		
	4. Other (Describe in Section IV)		
E. Funding Sources	1. Workforce Innovation and Opportunity Act (WIOA)		
	2. Going PRO Talent Fund		
	3. Other (Describe in Section IV)		
1	# of existing businesses engaged		
2	# of new businesses engaged		
3	# of new registered apprenticeship (RA) programs		
4	# of existing RA programs expanded		
5	# of stakeholders and partners to exclude business (i.e. Education and Community Non-Profits)		
		Current Quarter	Accumulative Total

6	# of participants enrolled in training programs		
	a. # of Incumbent Worker		
	b. # of Unemployed		
7	# of participants completing training		
8	# of participants employed as result of the training		
9	# of participants retained in employment after 6 months		
10	# of credentials/certifications earned by participants		
11	Participant average earnings		

1. Please clarify data points as necessary from sections I through III.
2. Percent of completion of the project objectives. Include a brief outline of the work accomplished during the reporting period and the work to be completed during the subsequent reporting period.
3. Describe success stories with participants, employer, and partners within the collaborative.
4. Describe any capacity-building and outreach efforts undertaken or completed during the quarter. Include A) Relevant program changes to support grant goals B) Curriculum development activity; and C) Special outreach efforts to employers and/or participants.
5. Describe any Technical Assistance (TA) needs with as much specificity as possible.
6. Brief description of problems or delays, real or anticipated, which should be brought to the attention of the Grantor.
7. Statement concerning any significant deviation from the previously agreed-upon Statement of Work.

Any Additional Comments: (Please Add Additional Sheets as Necessary)

Program Development	Current Grant Costs	Grant Costs	Current Leveraged Dollars	Leveraged Dollars
Program Development Sub-Totals				
Training				
Training Sub-Totals				
Administration (not to exceed 10%)				

Grant Period: October 1, 2019 to May 31, 2021

Please submit each quarterly report via email to TED-TDL@michigan.gov.

State Travel Rates

DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
VEHICLE AND TRAVEL SERVICES (VTS)
SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED
EMPLOYEES
Effective January 1, 2019

MICHIGAN SELECT CITIES *

	Individual	Group Meeting pre-arranged and approved
Lodging**	\$85.00	\$85.00
Breakfast	\$10.25	\$13.25
Lunch	\$10.25	\$13.25
Dinner	\$24.25	\$27.25

MICHIGAN IN-STATE ALL OTHER

	Individual	Group Meeting pre-arranged and approved
Lodging**	\$85.00	\$85.00
Breakfast	\$ 8.50	\$11.50
Lunch	\$ 8.50	\$11.50
Dinner	\$19.00	\$22.00
Per Diem	\$87.00	
Lodging	\$51.00	
Breakfast	\$ 8.50	
Lunch	\$ 8.50	
Dinner	\$19.00	

OUT-OF-STATE SELECT CITIES *

	Individual	Group Meeting pre-arranged and approved
Lodging**	Contact Conlin Travel	Contact Conlin Travel
Breakfast	\$13.00	\$16.00
Lunch	\$13.00	\$16.00
Dinner	\$25.25	\$28.25

OUT-OF-STATE ALL OTHER

	Individual	Group Meeting pre-arranged and approved
Lodging**	Contact Conlin Travel	Contact Conlin Travel
Breakfast	\$10.25	\$13.25
Lunch	\$10.25	\$13.25
Dinner	\$23.50	\$26.50
Per Diem	\$97.00	
Lodging	\$51.00	
Breakfast	\$10.25	
Lunch	\$10.25	
Dinner	\$23.50	

Incidental Costs (per overnight stay) \$5.00

Mileage Rates

Premium Rate	\$0.580 per mile
Standard Rate	\$0.340 per mile

*See Select High Cost City Listing

**Lodging available at State Rate, or call Conlin Travel at 877-654-2179 or www.somtravel.com

**DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
VEHICLE AND TRAVEL SERVICES (VTS)
SELECT HIGH COST CITY LIST
TRAVEL RATE REIMBURSEMENT FOR CLASSIFIED and UNCLASSIFIED EMPLOYEES EFFECTIVE
January 1, 2019**

Michigan Select Cities / Counties

Cities	Counties
Ann Arbor, Auburn Hills, Detroit, Grand Rapids, Holland, Leland, Mackinac Island, Petoskey, Pontiac, South Haven, Traverse City	Grand Traverse Oakland Wayne

Out of State Select Cities / Counties

State	City / County	State	City / County
Arizona	Phoenix, Scottsdale, Sedona	Maryland	Baltimore City, Ocean City (Counties of Montgomery & Prince Georges)
California	Los Angeles (Counties Los Angeles, Orange, Mendocino & Ventura) Edwards AFB, Arcata, McKinleyville, Mammoth Lakes, Mill Valley, San Rafael, Novato, Monterey, Palm Springs, San Diego, San Francisco, Santa Barbara, Santa Monica, South Lake Tahoe, Truckee, Yosemite National Park	Massachusetts	Boston (Suffolk County), Burlington Cambridge, Woodburn Martha's Vineyard
Colorado	Aspen, Breckenridge, Grand Lake, Silverthorne, Steamboat Springs, Telluride, Vail	Minnesota	Duluth, Minneapolis/St. Paul (Hennepin and Ramsey Counties)
Connecticut	Bridgeport, Danbury	Nevada	Las Vegas
DC	Washington DC, Alexandria, Falls Church, Fairfax (Counties of Arlington & Fairfax in Virginia) (Counties of Montgomery & Prince George's in Maryland)	New Mexico	Santa Fe
Florida	Boca Raton, Delray Beach, Fort Lauderdale, Jupiter, Key West	New York	Lake Placid, Manhattan (boroughs of Manhattan, Brooklyn, Bronx, Queens and Staten Island), Melville, New Rochelle, Riverhead, (Suffolk County), Ronkonkoma, Tarrytown, White Plains
Georgia	Brunswick, Jekyll Island	Ohio	Cincinnati
Idaho	Ketchum, Sun Valley	Pennsylvania	(Bucks County) Pittsburgh
Illinois	Chicago (Cook & Lake Counties)	Rhode Island	Bristol, Jamestown, Middletown, Newport (Newport County), Providence
Kentucky	Kenton	Texas	Austin, Dallas, Houston, LB Johnson Space Center
Louisiana	New Orleans	Utah	Park City (Summit County)
Maine	Bar Harbor, Kennebunk, Kittery, Rockport, Sanford	Vermont	Manchester, Montpelier, Stowe (Lamoille County)
		Virginia	Alexandria, Falls Church, Fairfax
		Washington	Port Angeles, Port Townsend, Seattle
		Wyoming	Jackson, Pinedale

**Michigan Industry Cluster Approach 2.0 (MICA 2.0)
Modification Request Form**

COMPLETION OF THIS MODIFICATION DOES NOT GUARANTEE APPROVAL.
THE MICHIGAN DEPARTMENT OF LABOR AND ECONOMIC OPPORTUNITY-
WORKFORCE DEVELOPMENT (LEO-WD) CANNOT REIMBURSE FOR COSTS
INCURRED PRIOR TO THE MODIFICATION BEING APPROVED.

MICA 2.0 Grant Number: _____

Grantee Name: _____

1. Reason for the modification, check all that apply:

☐ Program cost is less than planned:
Amount of reduction \$

☐ Program start and/or end dates:
NOTE: All MICA 2.0 funds must be spent by May 31, 2021.

☐ Other: *Please explain:*

2. As a result of all or any of the above, will this change your Performance Measures?

Yes ☐ No ☐ If yes, please provide an explanation:

3. Please provide the rationale that supports this request. *Be as specific as possible as to why the circumstances are beyond the employer's control:*

Submitted by: _____

Date: _____

Grantee Name: _____

Upon completion and submission of this form, LEO-WD will review and evaluate the information provided. Based on this analysis, LEO-WD will approve or deny the request. Any such action taken by the LEO-WD could include the recapture of previously awarded funding.

Submit request to: TED-TDL@michigan.gov. Allow five business days for review.

RESOLUTION NO.: 200039

PRESENTED: 1-22-20

ADOPTED: _____

**RESOLUTION TO ACCEPT THE DONATION OF STADIUM CHAIRS AND
MISCELLANEOUS SUPPLIES FROM PISTONS SPORTS AND ENTERTAINMENT**

BY THE MAYOR:

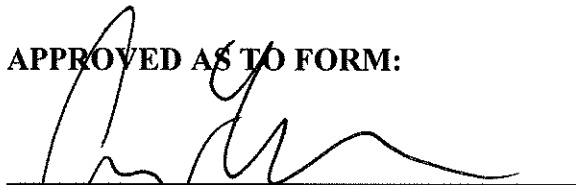
WHEREAS, The City of Flint intends to accept the donation Stadium Chairs and miscellaneous supplies from Pistons Sports and Entertainment, for use in public buildings pursuant to MCL 123.905(1).

WHEREAS, Stadium Chairs and miscellaneous supplies are valued at \$220,000.00 with the Stadium Chairs to be installed at City Hall in council chambers and the dome.

WHEREAS, Mayor, Sheldon Neeley recommends accepting the donation of Stadium Chairs and miscellaneous supplies from Pistons Sports and Entertainment for use at City Hall.


THEREFORE, BE IT RESOLVED that the Flint City Council agrees to accept the donation of Stadium Chairs and miscellaneous supplies from Pistons Sports and Entertainment.

APPROVED AS TO FORM:



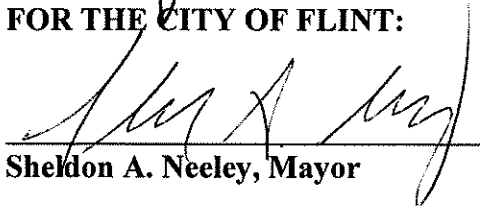
Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:



Amanda Trujillo, Acting Chief Financial Officer

FOR THE CITY OF FLINT:



Sheldon A. Neeley, Mayor

APPROVED BY CITY COUNCIL:

Monica Galloway, City Council President

SUBMISSION NO.: 200040PRESENTED: 1-22-20

ADOPTED: _____

**RESOLUTION AUTHORIZING AMENDMENT OF THE 2019-20 ADOPTED BUDGET
IN THE AMOUNT OF \$196,000**

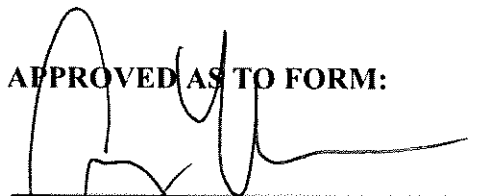
Additional funds are required in the FY 2019-20 adopted budget for the Information Technology Department equipment fund in the amount of \$196,000 to be transferred from the Information Service Fund (636) into account number 636-228.100-977.000; and

In accordance with Budget Ordinance #3856 adopted 1-25-15, transfers from Fund Balance qualify as budget amendments; and

In accordance with Budget Ordinance #3856 adopted 1-25-15, budget amendments in excess of \$25,000 shall be submitted to City Council for its approval;

IT IS RESOLVED, that the Proper City Officials, upon City Council's approval, are hereby authorized to do all things necessary to amend the 2019-20 adopted budget of the City of Flint to reflect the changes requested above the transfer of \$196,000.00 into account 636-228.100-977.000 from the Information Service Fund (636).


APPROVED AS TO FORM:



Angela Wheeler, Chief Legal Officer

Clyde Edwards, City Administrator

APPROVED AS TO FINANCE:



Amanda Trujillo,
Acting Chief Finance Officer

CITY COUNCIL:

Monica Gallaway, Council President

RESOLUTION STAFF REVIEW

DATE: 12/17/2019

Agenda Item Title: Resolution authorizing a budget amendment

Prepared By: Monique Cole, IT Administrative Assistant

Background/Summary of Proposed Action: Funding for new IP Telephony System was included in the previous year the Equipment Fund for FY 2018-19 budget. Subsequently, the installation and payment for the new IP Telephony System occurred during the first quarter of FY 2019-20 which has forced the Information Technology equipment fund to be over budget.

The amount of \$196,000 should be transferred from the Information Service Fund (636) account to Information Technology Equipment account so that all IT equipment 636-228.100-977.000 needs are met for the remainder of FY 2019-20.

Financial Implications: Information Technology will not be able to purchase IT equipment that would be necessary to keep the City of Flint computer systems and network up and running.

Budgeted Expenditure? Yes No ☐ Please explain if no:


Account Nos. 636-228-100-977.000

Pre-encumbered? Yes No X Requisition #

Other Implications (i.e., collective bargaining): None

Staff Recommendation: Recommend Approval

Staff Person:


Jeff Reen, IT Director

Approval:


Amanda Mijello

200043

RESOLUTION NO.: _____

PRESENTED: 1-22-20

ADOPTED: _____

Resolution to forgive the repayment of \$848,148.00 in HOME Investment Partnership Funds by the Shiloh Commons Limited Dividend Housing Association (LDHA) for the development known as Shiloh Commons located at 3209 Buick St. in the City of Flint.

BY THE MAYOR:

In Resolutions entered in 1997 (970435.0) and 1998 (980189.0) respectively, it was resolved to provide \$848,148.00 in HOME funds for the affordable housing development at 3209 Buick St., Shiloh Commons, MSHDA Development No. 960, to be developed by the Shiloh Commons LDHA (Painia Development Corporation, General Partner). The funds were provided, though the first amendment to the unnumbered contract, as a loan at 0.5% for the term of 30 years. There were to be 11 HOME assisted units subject to the affordability period established by HUD regulations.

In March of 2019, MHT Housing, Inc., that has acquired the General Partner share, made the formal request to forgive the HOME Loan in full to allow for new financing to be acquired through MSHDA, allowing the property to become financially feasible into the future, as well as to undergo needed renovations to this almost 20-year old property. This request is supported both by MSHDA and by HUD in recognition of the lack of current financial feasibility at the property. MSHDA has made a loan commitment contingent, with the HOME Loan forgiveness being one of the conditions.

IT IS RESOLVED, that appropriate City officials are authorized to do all things necessary to forgive the HOME Loan in the amount of \$848,148.00 to Shiloh Commons LDHA in full and to enter a new HOME regulatory agreement to record the remaining 20-year HOME Affordability Period that commenced on May 2, 2003, maintaining the rent and income requirements on the 11- HOME assisted units.



Angela Wheeler
Chief Legal Officer



Amanda Trujillo
Acting Finance Director

Sheldon A. Neeley, Mayor

Monica Galloway, Council President



RESOLUTION STAFF REVIEW FORM

DATE: December 30, 2019

Agenda Item Title:

Resolution to forgive the repayment of \$848,148.00 in HOME Investment Partnership Funds by the Shiloh Commons Limited Dividend Housing Association (LDHA) for the development known as Shiloh Commons located at 3209 Buick St. in the City of Flint.

Prepared By: Sarah Quellmalz, HOME Program Manager

Requestor: Community and Economic Development

Background/Summary of Proposed Action:

In Resolutions entered in 1997 (970435.0) and 1998 (980189.0) respectively, it was resolved to provide \$848,148.00 in HOME funds for the affordable housing development at 3209 Buick St., Shiloh Commons, MSHDA Development No. 960, to be developed by the Shiloh Commons LDHA (Painia Development Corporation, General Partner). The funds were provided, though the first amendment to the unnumbered contract, as a loan at 0.5% for the term of 30 years. There were to be 11 HOME assisted units subject to the affordability period established by HUD regulations.

In March of 2019, MHT Housing, Inc., that has acquired the General Partner share, made the formal request to forgive the HOME Loan in full to allow for new financing to be acquired through MSHDA, allowing the property to become financially feasible into the future, as well as to undergo needed renovations to this almost 20-year old property. This request is supported both by MSHDA and by HUD in recognition of the lack of current financial feasibility at the property. MSHDA has made a loan commitment contingent, with the HOME Loan forgiveness being one of the conditions.

DCED will enter a new HOME regulatory agreement to record the remaining 20-year HOME Affordability Period that commenced on May 2, 2003, maintaining the rent and income requirements on the 11- HOME assisted units.

Financial Implications:

The HOME Loan was written as a Fourth Subordinate Loan to all other funding sources and not set to begin repayment until 30-years after the payment of the construction loan. The City has not, nor is near, receiving any payments on this loan. The maintenance of the HOME Affordability Period, preventing the default of this property on other financing, and the further preservation of this important affordable housing asset is of the most importance, thus the recommendation to approve the request for HOME Loan Forgiveness.

Budgeted Expenditure: Yes ____ No ____ **Please explain, if no: No further expenditure.**

Account #: Reviewed and approved by C. Dotson

Pre-encumbered: Yes ____ No ____ **Requisition #:** _____

Other Implications: There are no other known implications at this time.

Staff Recommendation: Staff recommends approval of this resolution.

APPROVAL

Suzanne Wilcox, Planning and Development Director

RESOLUTION STAFF REVIEW FORM

DATE: December 30, 2019

Agenda Item Title:

Resolution to forgive the repayment of \$848,148.00 in HOME Investment Partnership Funds by the Shiloh Commons Limited Dividend Housing Association (LDHA) for the development known as Shiloh Commons located at 3209 Buick St. in the City of Flint.

Prepared By: Sarah Quellmalz, HOME Program Manager

Requestor: Community and Economic Development

Background/Summary of Proposed Action:

In Resolutions entered in 1997 (970435.0) and 1998 (980189.0) respectively, it was resolved to provide \$848,148.00 in HOME funds for the affordable housing development at 3209 Buick St., Shiloh Commons, MSHDA Development No. 960, to be developed by the Shiloh Commons LDHA (Painia Development Corporation, General Partner). The funds were provided, thought the first amendment to the unnumbered contract, as a loan at 0.5% for the term of 30 years. There were to be 11 HOME assisted units subject to the affordability period established by HUD regulations.

In March of 2019, MHT Housing, Inc., that will be acquiring the General Partner share, made the formal request to forgive the HOME Loan in full to allow for new financing to be acquired through MSHDA, allowing the property to become financially feasible into the future, as well as to undergo needed renovations to this almost 20-year old property. This request is supported both by MSHDA and by HUD in recognition of the lack of current financial feasibility at the property. MSHDA has made a loan commitment contingent, with the HOME Loan forgiveness being one of the conditions.

DCED will enter a new HOME regulatory agreement to record the remaining 20-year HOME Affordability Period that commenced on May 2, 2003, maintaining the rent and income requirements on the 11- HOME assisted units.

Financial Implications:

The HOME Loan was written as a Fourth Subordinate Loan to all other funding sources and not set to begin repayment until 30-years after the payment of the construction loan. The City has not, nor is near, receiving any payments on this loan. The maintenance of the HOME Affordability Period, preventing the default of this property on other financing, and the further preservation of this important affordable housing asset is of the most importance, thus the recommendation to approve the request for HOME Loan Forgiveness.

Budgeted Expenditure: Yes ___ No X Please explain, if no: No further expenditure. No general ledger

Account #: Reviewed and approved by C. Dotson Carissa Dotson impact

Pre-encumbered: Yes N/A No N/A Requisition #: N/A

Other Implications: There are no other known implications at this time.

Staff Recommendation: Staff recommends approval of this resolution.

APPROVAL


Suzanne Wilcox, Planning and Development Director

Shiloh Commons

2 messages

Fortune, Carrie L. <Carrie.L.Fortune@hud.gov>

Fri, Dec 13, 2019 at 7:28 AM

To: Sarah Quellmalz <squellmalz@cityofflint.com>

Cc: "Chung, Ellen" <ellen.chung@hud.gov>, "Hernandez, Keith E" <Keith.E.Hernandez@hud.gov>

Sarah,

After consultation with OAHP, it was determined that HUD has no objections to the City of Flint forgiving the HOME loan on Shiloh Commons. The deed restrictions and/or other restrictive covenants must remain on the property until the completion of the affordability period. Flint's legal counsel should be consulted on the amendment of relevant documents, such as the loan agreement and other loan documents.

Feel free to contact me with any questions.

Carrie L. Fortune, Esq.

Senior CPD Representative

Office of Community Planning and Development

U.S. Dept. of Housing and Urban Development

477 Michigan Ave., Ste. 1700

Detroit, MI 48226

(313) 234-7332

Fax: (313) 226-6689

Presented: APR 14 1997

Adopted: APR 14 1997

Resolution to Re-Allocate Unspent/Recaptured 1995 Home Investment Partnership (HOME) Funds and Provide a Second Mortgage in the Amount of \$500,000 to Painia Development Corporation for the Construction of the Shiloh Commons Housing Development and Amend the City's Approved Consolidated Plan to Reflect the Change

BY THE MAYOR:

WHEREAS, The Board of Directors of Metro Housing Partnership and Salem Housing Task Force have agreed to return \$250,000 each in 1995 Home Investment Partnership Funds for the construction of the Shiloh Commons Housing Development; and


WHEREAS, the Department of Community and Economic Development would like to provide \$500,000 as a second mortgage to Painia Development Corporation to finance a portion of the site improvements for the construction of Shiloh Commons Housing Development; and

WHEREAS, the Michigan State Housing Development Authority (MSHDA) has agreed to a first mortgage of \$9,333,000 for the Shiloh Commons Housing Development to construct 125 units of low and moderate income housing;

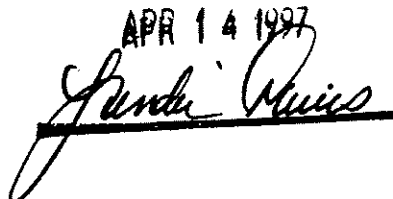
NOW, THEREFORE, BE IT RESOLVED that the appropriate City officials are hereby authorized to re-allocate \$500,000 in unspent/re-captured 1995 Home Investment Partnership (HOME) funds to Painia Development Corporation as a second mortgage to finance site improvements in the Shiloh Commons Housing Development.

BE IT FURTHER RESOLVED, that the appropriate City officials are authorized to amend the City's Approved Consolidated Plan to reflect the change.

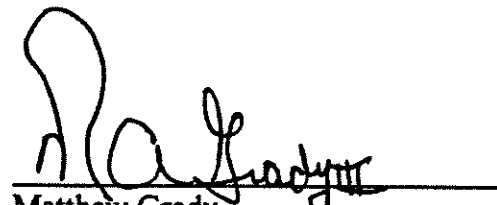
APPROVED AS TO FORM:


William Crawford II
Chief Legal Officer

APPROVED BY
CITY COUNCIL

APR 14 1997


APPROVED BY BUDGET:


Matthew Grady
Budget Director

780181.0

Presented: FEB 23 1998

98 FEB 24 PM 1:02

Adopted: FEB 23 1998

Resolution to Re-allocate an Additional \$348,148 in 1992 and 1997 Investment Partnership Funds as a Second Mortgage to Shiloh Commons Limited Dividend Housing Association Limited Partnership (Painia Development Corporation, General Partner) for the Construction of the Shiloh Commons Housing Development and Amend the FY97/98 Action Plan of the Consolidated Plan

BY THE MAYOR:

WHEREAS, On April 14, 1997, the City Council approved \$500,000 in HOME funds as second mortgage financing for the Shiloh Commons Housing Development; and

WHEREAS, The Developer, Shiloh Commons Limited Dividend Housing Association Limited Partnership (Painia Development Corporation, General Partner), has requested an increase of \$348,148 in the second mortgage to \$848,148 to cover site improvement construction increases; and

WHEREAS, the additional \$348,148 in HOME funds will be re-allocated from the following:

\$ 98,148.00	1992 HOME funds from Flint NIPP
<u>\$250,000.00</u>	1997 HOME funds from In-Fill Housing Construction
\$348,148.00	TOTAL

WHEREAS, the contractor will not obligate any funds, incur any costs, nor implement any physical activities until the Flint Department of Community and Economic Development has completed the Environmental Review Record and/or received a release of funds from HUD and issued a written notice to proceed to the contractor, and

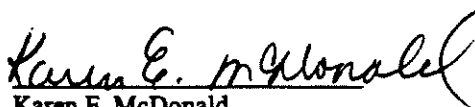
NOW, THEREFORE, BE IT RESOLVED, that the appropriate City Officials be and are hereby authorized to re-allocate \$348,148 in 1992 and 1997 HOME Investment Partnership funds to Shiloh Commons Limited Dividend Housing Association Limited Partnership (Painia Development Corporation, General Partner), increasing the second mortgage to \$848,148 to finance site improvements in the Shiloh Commons Housing Development; and

BE IT FURTHER RESOLVED, that the appropriate City Officials are hereby authorized to execute and deliver, with the City Attorney's approval, the HOME Investment Partnership Loan Agreement with Shiloh Commons Limited Dividend Housing Association Limited Partnership (Painia Development Corporation, General Partner), the HOME Second Mortgage, Promissory Note, and all other ancillary documents and certificates reasonably necessary to close this loan; and

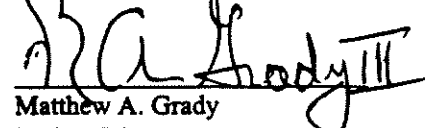
BE IT FURTHER RESOLVED, that the appropriate City Officials be and are hereby authorized to amend the City's approved 1997-98 Action Plan to reflect the changes pending HUD approval and environmental release of funds.

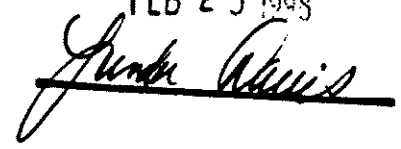
APPROVED AS TO FORM:

Reviewed by Budget:


Karen E. McDonald
Chief Legal Officer

APPROVED BY
CITY COUNCIL


Matthew A. Grady
Budget Director

FEB 23 1998


RESOLUTION REVIEW FORM

FROM: DCED
Division

DATE
NO.

December 30, 2019

19-0193
Law Office Login #

RESOLUTION NAME:

Resolution to forgive the repayment of \$848,148.00 in HOME Investment Partnership Funds by the Shiloh Commons Limited Dividend Housing Association (LDHA) for the development known as Shiloh Commons located at 3209 Buick St. in the City of Flint.

Date in:

1. RESOLUTION REVIEW - CED PROGRAM MANAGER

The attached RESOLUTION is approved by a Program Manager in the Division. By signing, the Program Manager approves this resolution to be processed for signatures.

By: Sarah Quellmalz
Program Manager



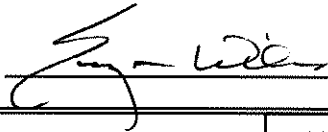
DATE: 12/30/19
(Date)

Date in:

2. RESOLUTION REVIEW - DEPT OF PLANNING AND DEV DIRECTOR

The attached RESOLUTION is approved by the DPD Director. By signing, the DPD Director approved this resolution to be processed for signatures.

By: Suzanne Wilcox
Director



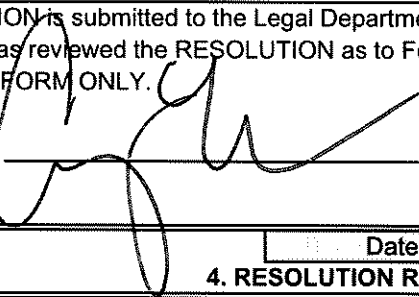
DATE: 1/2/20
(Date)

Date in:

3. RESOLUTION REVIEW - LEGAL

The attached RESOLUTION is submitted to the Legal Department for Approval as to FORM ONLY:
The Legal Department has reviewed the RESOLUTION as to Form on this form approves as to FORM ONLY.

By: Angela Wheeler
Chief Legal Officer



1-8-20 and by signing
(Date)

DATE: 1-8-20

Date in:

4. RESOLUTION REVIEW - FINANCE

The attached RESOLUTION is submitted to the FINANCE Department for approval as to **FINANCE COMPLIANCE**:
The Finance Department reviewed this RESOLUTION, on _____ and by signing
this form approves as to FINANCE COMPLIANCE. (Date)

By: _____

DATE: _____

200011

ORDINANCE NO. _____

An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 18, Taxation; Funds; Purchasing Article II, Assessments; Division 1, by the amending Section 18-5.3, Same- Meeting; Submission of Assessment Roll.

IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF FLINT:

Sec. 1. An Ordinance to amend the Flint City Code of Ordinances by amending, Chapter 18, Taxation; Funds; Purchasing Article II, Assessments; Division 1, by the amending Section 18-5.3, Same- Meeting; Submission of Assessment Roll which shall read in its entirety as follows:

§ 18-5.3 SAME- MEETING SUBMISSION OF ASSESSMENT ROLL.

- (a) On the second Monday in March in each year at 9:00 a.m. the Board of Review shall meet in the room in which the City Council holds its regular meetings, at which time the City Assessor shall submit to it the assessment roll of the City of Flint for the current year as prepared by him/her. ~~The Board shall remain in daily session through Thursday of the same week during the hours from 9:00 a.m. until 5:00 p.m. The meeting hours of the Board on Tuesday immediately following the second Monday in March of each year shall be from 3:00 p.m. to 9:00 p.m. THE BOARD OF REVIEW MUST MEET NO LESS THAN TWO ADDITIONAL DAYS THAT WEEK, HOLDING ONE SESSION THREE HOURS AFTER 6:00 P.M.~~

- (b) Additionally, special Board of Review meetings may be convened by the City Assessor on the Tuesday following the third Monday in July, and/or on the Tuesday following the second Monday in December, for purposes of correcting mutual mistakes Board of Review during either of these two optional special meetings must be conducted in accordance with the State of Michigan General Property Tax Act, Public Act 206 of 1893 (as amended).

Sec. 2. This ordinance shall become effective immediately upon publication.

Adopted this _____ day of _____, 2020 A.D.

FOR THE CITY:

Sheldon A. Neeley, Mayor

Inez M. Brown, City Clerk

APPROVED AS TO FORM:



Angela Wheeler, Chief Legal Officer