

# **City of Flint, Michigan**

*Third Floor, City Hall  
1101 S. Saginaw Street  
Flint, Michigan 48502  
[www.cityofflint.com](http://www.cityofflint.com)*



## **Meeting Agenda - Final**

**Monday, February 14, 2022**

**5:30 PM**

**Council Chambers**

### **CITY COUNCIL**

*Eric Mays, President, Ward 1  
Allie Herkenroder, Vice President, Ward 7*

*Ladel Lewis, Ward 2  
Judy Priestley, Ward 4  
Tonya Burns, Ward 6*

*Quincy Murphy, Ward 3  
Jerri Winfrey-Carter, Ward 5  
Dennis Pfeiffer, Ward 8*

*Eva L. Worthing, Ward 9*

*Inez M. Brown, City Clerk*

*Davina Donahue, Deputy Clerk*

**CALL TO ORDER****ROLL CALL****PLEDGE OF ALLEGIANCE****PRAYER OR BLESSING****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.*

**REQUESTS FOR CHANGES OR ADDITIONS TO AGENDA**

*Council shall vote to adopt any amended agenda.*

**PRESENTATION OF MINUTES**

**220082** Summary Minutes/Flint City Council/Regular Meeting/January 10, 2022

Summary Minutes of the Flint City Council regular meeting held Monday, January 10, 2022, at 6:36 p.m., in the City Council Chambers, 3rd Floor, City Hall.

**220083** Summary Minutes/Flint City Council/Regular Meeting/January 24, 2022

Summary Minutes of the Flint City Council regular meeting held Monday, January 24, 2022, at 8:52 p.m., in the City Council Chambers, 3rd Floor, City Hall.

**PUBLIC HEARINGS**

**220002.6** Public Hearing/Ordinance No. 220002

A Public Hearing on Ordinance No. 220002, an ordinance to amend the Code of the City of Flint as requested by RACER Trust (PC-21-401) to change the District boundaries or regulations established in Chapter 50 thereof, specifically allowing under 50-4 a zoning map amendment, as follows: Industrial Ave., Flint, MI, 48505, Parcel No. 41-06-326-050, legally described as OAK PARK SUBDIVISION OF PART OF SECTIONS 1 AND 2 OF SMITH'S RESEVATION. LOTS 3 THRU 30 INCL; ALSO LOTS 2 & 31 EXC WLY 10 FT, BLK 16; ALSO LOTS 3 THRU 30 INCL; ALSO LOTS 2 & 31 EXC WLY 10 FT, BLK 17; ALSO LOTS 3 THRU 30 INCL; ALSO LOTS 2 & 31 EXC WLY 10 FT, BLK 18; ALSO LOTS 3 THRU 13

INCL; ALSO LOTS 15 & 16; ALSO LOTS 24 THRU 30 INCL; ALSO NLY 35 FT OF LOT 17; ALSO LOTS 2 & 31 EXC WLY 10 FT, BLK 19, from "C-1" Multi-Family Walk-up and future zoned "CE-Commerce and Employment" to "G" Heavy Manufacturing. THE PLANNING COMMISSION RECOMMENDS APPROVAL.

**220003.6** Public Hearing/Ordinance No. 220003

A Public Hearing for Ordinance No. 220003, an ordinance to amend the Code of the City of Flint as requested by Theodore Van Steyn (PC-21-414) to change the District boundaries or regulations established in Chapter 50 thereof, specifically allowing under 50-4 a zoning map amendment, as follows: 703 South Grand Traverse, Flint, MI, 48502, Parcel No. 41-18-154-038, legally described as STOCKTON'S WEST ADDITION LOT 1 AND PART OF LOTS 2, 3 AND 4 DESC AS FOLLS: BEG AT NWLY COR OF SD LOT 1; TH N 60 DEG 12 MIN E ALG SLY LINE OF THIRD ST, 165 FT TO A PT 33 FT ELY FROM NWLY COR OF SD LOT 2; TH S 30 DG 00 MIN E, 116.9 FT; TH S 60 DEG 12 MIN W, 165 FT TO ELY LINE OF GRAND TRAVERSE ST; TH N 30 DEG 00 MIN W, 116.9 FT TO POB, BLK M from "D-1" Office District and future zoned "DE-Downtown Edge" to "D-3" Community Business. THE PLANNING COMMISSION RECOMMENDS APPROVAL.

## **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.*

## **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**

**220078** Genesee County Transportation Improvement Program (TIP) Project Requests/Genesee County Metropolitan Planning Commission (GCMPC)/Annual Status Report

Memorandum dated December 29, 2021, from the Genesee County Metropolitan Planning Commission (GCMPC), re: GCMPC is required to publish the status of Transportation Improvement Program (TIP) projects, available on its web site, within 90 days of the end of the fiscal year.

**220080** Financial Report/Karegnondi Water Authority (KWA)

Communication received January 31, 2022, re: The Karegnondi Water Authority (KWA) December 2021 Financial Report is available.

**COMMUNICATIONS (from Mayor and other City Officials)**

**220079** Maintaining Traffic Changes/I-69 Reconstruction

Email received January 25, 2022, from Traffic Engineering, that includes a schedule update for the I-69 Reconstruction project.

**220081** Traffic Engineering/Closure Permits

Sidewalk, Lane and Street Closure permits (4) dated January and February 2022, for requested activities/events, with noted responsibility for the placement of the required traffic control devices, and/or personnel, for the protection of traffic and event participants.

**ADDITIONAL COMMUNICATIONS****APPOINTMENTS**

**220061** Appointment/Building Code Board of Appeals/John Gazall

Resolution resolving that pursuant to Flint City Ordinance Chapter 24-122, the Flint City Council approves the appointment of John Gazall (503 S. Saginaw Street, Flint, MI 48502), to the Building Code Board of Appeals for a three-year starting immediately upon adoption of this resolution and expiring March 1, 2025. [NOTE: The Building Code Board of Appeals was recently reinstated so the position Mr. Gazall is filling is vacant.]

**APPOINTMENTS (May be Referred from Special Affairs)**

**220060** Appointment/Economic Development Corporation (EDC) Board of Directors/Moteez Wilson

Resolution resolving that the Flint City Council approves the appointment of Moteez Wilson (2310 Clement Street, Flint, MI 48504) to the Economic Development Corporation (EDC) Board of Directors, for the remainder of a six-year term, commencing immediately upon adoption of this resolution, and expiring March 27, 2024. [By way of background, Ms. Wilson is replacing Maurice Davis, who resigned in November after losing reelection to the Flint City Council.]

**RESOLUTIONS**

**210491** Memorandum of Understanding (MOU)/City of Flint/Flint Children's Museum

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to enter into a Memorandum of Understanding between the City of Flint and the Flint Children's Museum.

**220017** Approval/Memorandum of Understanding (MOU)/City of Flint/Flint Police Officers' Association/Discretionary Pay

Resolution resolving that the Flint City Council approves the MOU for "increased discretionary pay" pursuant to the Collective Bargaining Agreement between the City of Flint and the Flint Police Officers' Association. [NOTE: Article 16-Wages of the Collective Bargaining Agreement (CBA) permits the assignment of discretionary pay in accordance with Rule XIV, Section 4 of the City Personnel Rules and Regulations. The executed MOU regarding Paid Time Off Grant; Application for Discretionary Wage Increase allows employees to apply for discretionary pay. The parties wish to permit individuals with "discretionary pay" to receive a step increase during the term of the CBA. The "increased discretionary pay" will be equal to the Compensation Schedule Step that is one step above the initial "discretionary pay." The "increased discretionary pay" will be effective when the Employee completes a year of city seniority between October 1, 2021, and April 30, 2022.]

**220018.1** Amended Resolution/Authorization/COVID-19 Premium Pay/Public Safety Personnel

Amended resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to compensate qualifying essential workers meeting the criteria outlined. Before COVID-19 Premium Pay compensation is distributed, the City of Flint's ARPA administration, compliance and implementation firm shall be contracted with and in place to review and ensure compliance with the latest U.S. Department of the Treasury Interim final rules. COVID-19 Premium Pay to be paid from the American Rescue Plan Act (ARPA) Fund Account 287. [NOTE: Premium Pay will be paid to qualifying Flint Police Department sworn officers and Flint Fire Department certified fire suppression personnel (an additional \$5.00 per hour worked between June 14, 2020, through June 12, 2021, not to exceed the maximum of \$10,400.00). In addition, COVID-19 Premium Pay will be paid to qualifying public safety civilian support personnel (an additional \$2.50 per hour worked between June 14, 2020, through June 12, 2021, not to exceed the maximum of \$5,200.00).] [NOTE: Resolution amended to include sworn officers and certified fire suppression personnel who worked during the qualifying work period, but who lost his or her life up until the time that the COVID-19 Premium Pay compensation is paid.]

***NOTE: This resolution was amended to add language to include sworn officers and certified fire suppression personnel who worked during the qualifying work period, but who lost his or her life up until the time that the COVID-19 Premium Pay compensation is paid, as requested by City Council.***

**220019.1** Amendment/Authorization/COVID-19 Premium Pay/American Federation of State, County & Municipal Employees (AFSCME) Local 1600 & 1799 & Exempt/Essential Workers

Amended resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to compensate qualifying AFSCME Local 1600 and Local 1799 and exempt essential workers meeting the criteria outlined and within the U.S. Department of the Treasury Interim Final Rules. Before COVID-19 Premium Pay compensation is distributed, the City of Flint's ARPA administration, compliance and implementation firm shall be contracted with and in place to review and ensure compliance with the latest U.S. Department of

the Treasury Interim final rules. COVID-19 Premium Pay to be paid from the American Rescue Plan Act (ARPA) Fund Account 287. [NOTE: Premium Pay will be paid to qualifying AFSCME Local 1600 and Local 1799 personnel, and exempt workers (an additional \$3.00 per hour worked between June 14, 2020, through June 12, 2021, not to exceed the maximum of \$6,240.00).] [NOTE: Resolution amended to add exempt workers.]

**220055**      Sale of City-Owned Land/420 East Boulevard Drive/Flint Children's Museum

Resolution resolving that the City of Flint do all things necessary to sell the Property [420 East Boulevard Drive] to the Flint Children's Museum subject to the Sublease Agreement, provided that within twenty-four (24) months of the effective date of such Sublease Agreement (attached) that the Flint Children's Museum will raise funds in the amount of three Million Dollars (\$3,000,000.00). Upon raising such funds, the City of Flint shall forthwith sell the Property to the Flint Children's Museum with a deed restriction that the Property must never be used as a farmers' market or used for the purpose of or operated in such a manner as to compete with the Flint Farmers' Market.

**220056**      CO#1/Contract/DTS Contracting, Inc./McKinley Community Center Renovations

Resolution resolving that the appropriate city officials are authorized to do all things necessary to complete a Change Order to the contract with DTS Contracting, Inc., for Phase Two Rehabilitation of McKinley Community Center, in an amount NOT-TO-EXCEED \$90,618.00, for a total contract amount NOT-TO-EXCEED \$270,438.00, as requested by Planning and Development.

**220057**      Agreement/City of Flint/County of Genesee/Flint Holding Facility Operation

Resolution resolving that the appropriate city officials are to do all things necessary to enter into an agreement with Genesee County for operation of the Flint Holding Facility for the period October 1, 2021, through September 30, 2022 [General Fund Professional Services Acct. No. 101-302.205-801.000.] [NOTE: The City of Flint Police Department includes a 110-person holding facility with the ability to hold detainees for up to 72 hours. The Genesee County Sheriff currently operates the holding facility. The city and the sheriff have agreed to the terms of a contract for the sheriff to continue operating the facility for a contract price NOT-TO-EXCEED \$2,558,516.00. The agreement is contingent on the city receiving funding from the State of Michigan to pay the full costs of the contract and the Sheriff receiving a continued waiver from the Michigan Department of Corrections.]

**220058**      Budget Amendment/Transfer of Funds/FY2022 Second Quarter Budget Amendment

Resolution resolving that the appropriate city officials, upon City Council's approval, are hereby authorized to do all things necessary to incorporate the approved appropriation changes into the FY2022 operating budget of the City of Flint. [NOTE: Adjustments are needed in the General Fund, Major Streets Fund, Water

Fund and Section 108 Loans, for total adjustments of \$39,154,315.00.]

**220059** Recreation Agreement/City of Flint/Mott Park Recreation Association (MPRA)

Resolution resolving that the Flint City Council hereby authorizes entering into this 50-year lease agreement with Mott Park Recreation. [NOTE: MPRA has maintained the property described in this agreement since 2011 and is dedicated to expanding access to quality recreational facilities and programs to all citizens of the City of Flint. The parcels are described as: 40-11-351-098, 40-14-128-001, 40-14-128-002, 40-14-101-001, 40-14-101-002, 40-14-101-003 and 40-14-251-001.]

**220070** Budget Amendment/Transfer of Funds/Grant Agreement/Flint Police Foundation/Flint Police Department

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to accept the Flint Police Foundation Grant, (to) amend the FY2022 budget, (to) appropriate funding for future fiscal years, for as long as the funds are available from the funder, (to) abide by the terms and conditions of the grant, in the amount of \$127,000.00, and to use Grant Code PFPF-NSODA21 through March 21, 2022. [NOTE: The City of Flint received \$127,000.00 for Neighborhood Safety Officers and Police Department Data Analyst wages and fringe benefits, and for data analysis, from the Flint Police Foundation.]

## **RESOLUTIONS (May be Referred from Special Affairs)**

**220062** Approval/Group E Marihuana Retail -- Adult Use License/Bacco Farms, LLC/6200 North Dort Highway

Resolution resolving that pursuant to Flint City Ordinance No. 50-183(E)(5), the appropriate city officials are hereby authorized to do all things necessary to issue a [Group E Marihuana Retail -- Adult Use] license to applicant Bacco Farms, LLC, located at 6200 North Dort Highway. [NOTE: Flint City Ordinance 50-183, the Marihuana Facilities Opt-In Ordinance, requires that the Planning Commission make a recommendation to the City Council for the issuance of a license to the applicant.]

**220063** Approval/Group E Marihuana Retail -- Adult Use License/Common Citizen/310 South Averill Avenue

Resolution resolving that pursuant to Flint City Ordinance No. 50-183(E)(5), the appropriate city officials are hereby authorized to do all things necessary to issue a [Group E Marihuana Retail -- Adult Use] license to applicant Joseph Jarvis of Common Citizen, located at 310 South Averill Avenue. [NOTE: Flint City Ordinance 50-183, the Marihuana Facilities Opt-In Ordinance, requires that the Planning Commission make a recommendation to the City Council for the issuance of a license to the applicant.]

**220064** Approval/Group E Marihuana Retail -- Adult Use License/Michigan Organic

## Solutions DBA/3549 South Dort Highway

Resolution resolving that pursuant to Flint City Ordinance No. 50-183(E)(5), the appropriate city officials are hereby authorized to do all things necessary to issue a [Group E Marihuana Retail -- Adult Use] license to applicant Donald Gregory Baker of Michigan Organic Solutions DBA, located at 3549 South Dort Highway. [NOTE: Flint City Ordinance 50-183, the Marihuana Facilities Opt-In Ordinance, requires that the Planning Commission make a recommendation to the City Council for the issuance of a license to the applicant.]

**LIQUOR LICENSES****INTRODUCTION AND FIRST READING OF ORDINANCES****INTRODUCTION AND FIRST READING OF ORDINANCES (May be Referred from Special Affairs)**

**220066** Amendment/Chapter 50/PC-21-415/Jeffrey Ferweda/Rezoning/922 South Center Road/From 'D-3' to 'E'/Ward 7

An ordinance to amend the Code of the City of Flint has been requested by Jeffrey Ferweda (PC-21-415) to change the District boundaries or regulations established in Chapter 50 thereof, specifically allowing under 50-4 a zoning map amendment, as follows: 922 South Center Road, Flint MI, 40503, Parcel No. 41-16-228-099, legally described as UNPLATTED PART OF NE 1/4 OF SEC 16 T7N R73 DESC AS BEG AT A PT S 1 DEG 13 MIN 39 SEC E 520.03 FT AND S 88 DEG 14 MIN 45 SEC W, 50 FT FR THE NE COR OF SD SEC 16; TH ALG WLY LINE OF CENTER RD S 1 DEG 13 MIN 39 SEC E, 50 FT; S 88 DEG 14 MIN 45 SEC W, 720 FT; TH N 1 DEG 05 MIN 49 SEC W 225 FT; TH N 88 DEG 19 MIN 33 SEC E, 205 FT; TH N 1 DEG 19 MIN 03 SEC E, 146.15 FT; TH N 88 DEG 14 MIN 58 SEC E, 274 +/- FT; TH S 1 DEG 13 MIN 39 SEC E, 320.84 FT; TH N 88 DEG 14 MIN 45 SEC E, 240.5 FT TO POB. SPLIT ON 1/5/2009 FROM 41-16-228-094, from "D-3" Community Business and future zoned "Traditional Neighborhood" to "E" Heavy Commercial-Limited Manufacturing District. THE PLANNING COMMISSION RECOMMENDS DENIAL.

**220067** Amendment/Chapter 50/PC-21-418/Greg Baker/Rezoning/3549 South Dort Highway/From 'D-6' to 'E'/Ward 9

An ordinance to amend the Code of the City of Flint has been requested by Greg Baker (PC-21-418) to change the District boundaries or regulations established in Chapter 50 thereof, specifically allowing under 50-4 a zoning map amendment, as follows: 3549 South Dort Highway, Flint MI 48507, Parcel No. 41-21-351-034, legally described as UNPLATTED PART OF SW 1/4 OF SW 1/4 OF SEC 21, T7N, R7E BEG AT A PT ON WLY LINE OF SD SEC, 595.2 FT DUE NORTH FROM SWLY COR OF SD SEC; TH DUE NORTH ALG SD WLY LINE 79.75 FT; TH N 89 DEG 38 MIN E, 410 FT; TH DUE SOUTH, 139.67 FT; TH DUE WEST 20 FT; TH DUE SOUTH 273.5 FT; TH S 55 DEG 58 MIN 50 SEC E 24.13 FT; TH DUE SOUTH 13 FT; TH N 89 DEG 45 MIN 30 SEC W 60 FT; TH DUE NORTH 145.2



FT; TH N 89 DEG 45 MIN 30 SEC W, 90 FT; TH DUE NORTH 210 FT; TH N 89 DEG 45 MIN 30 SEC W, 260 FT TO BEG. EXC WLY 50 FT TO BE USED FOR RD PURPOSES from "D-6" General and Highway-Service District and future zoned City Corridor to "E" Heavy Commercial-Limited Manufacturing District. THE PLANNING COMMISSION RECOMMENDS DENIAL.

220068

Amendment/Chapter 50/PC-21-419/Darren Dado/Rezoning/3801 West Boulevard Drive/From 'D-6' to 'E'/Ward 3

An ordinance to amend the Code of the City of Flint has been requested by Darren Dado (PC-21-419) to change the District boundaries or regulations established in Chapter 50 thereof, specifically allowing under 50-4 a zoning map amendment, as follows: 3801 West Boulevard Drive, Flint MI 48502, Parcel No. 41-18-154-038, legally described as GENERAL MOTORS PARK NUMBER ONE LOTS 630 THRU 635 INCL, LOTS 678 THRU 691 INCL PART OF LOTS 734 THRU 742 INCL ALL DESC AS FOLLS: BEG AT A PT THAT IS S 89 DEG 16 MIN 24 SEC W, 576.29 FT AND S 11 DEG 00 MIN 09 SEC W, 234.70 FT AND S 36 DEG 50 MIN 43 SEC E, 621.43 FT AND S 26 DEG 30 MIN 52 SEC E, 499.08 FT AND S 21 DEG 55 MIN 01 SEC E, 184.51 FT AND S 00 DEG 21 MIN 36 SEC E, 1356.17 FT AND N 89 DEG 11 MIN 28 SEC E, 544.08 FT AND S 01 DEG 39 MIN 43 SEC E, 327.92 FT AND S 12 DEG 48 MIN 41 SEC W, 160.0 FT AND S 4 DEG 11 MIN 30 SEC W, 412.91 FT FROM NW COR OF SEC 32, T8N, R7E; TH S 4 DEG 11 MIN 30 SEC W, 29.36 FT; TH S 01 DEG 46 MIN 02 SEC W, 80.12 FT; TH S 01 DEG 46 MIN 02 SEC W, 170.3 FT; TH S 01 DEG 39 MIN 59 SEC E, 500.03 FT; TH N 28 DEG 14 MIN 59 SEC E, 288.57 FT ALG THE WLY ROW LINE OF W BLVD DR; TH CONT ALG SD WLY LINE N 28 DEG 13 MIN 08 SEC E, 484.34 FT; TH N 28 DEG 13 MIN 08 SEC E, 125.93 FT; TH S 88 DEG 20 MIN 01 SEC W, 430.0 FT TO POB from "D-6" General and Highway-Commercial Service District and future zoned City Corridor to "E" Heavy Commercial-Limited Manufacturing District. THE PLANNING COMMISSION RECOMMENDS DENIAL.

## SECOND READING AND ADOPTION OF ORDINANCES

220002

Amendment/Chapter 50/PC-21-401/RACER Trust/Rezoning/Northeast Corner of Hamilton Avenue and North Street/From 'C-1' to 'G'/Ward 3

An ordinance to amend the Code of the City of Flint has been requested by RACER Trust (PC-21-401) to change the District boundaries or regulations established in Chapter 50 thereof, specifically allowing under 50-4 a zoning map amendment, as follows: Industrial Ave., Flint, MI, 48505, Parcel No. 41-06-326-050, legally described as OAK PARK SUBDIVISION OF PART OF SECTIONS 1 AND 2 OF SMITH'S RESEVATION. LOTS 3 THRU 30 INCL; ALSO LOTS 2 & 31 EXC WLY 10 FT, BLK 16; ALSO LOTS 3 THRU 30 INCL; ALSO LOTS 2 & 31 EXC WLY 10 FT, BLK 17; ALSO LOTS 3 THRU 30 INCL; ALSO LOTS 2 & 31 EXC WLY 10 FT, BLK 18; ALSO LOTS 3 THRU 13 INCL; ALSO LOTS 15 & 16; ALSO LOTS 24 THRU 30 INCL; ALSO NLY 35 FT OF LOT 17; ALSO LOTS 2 & 31 EXC WLY 10 FT, BLK 19, from "C-1" Multi-Family Walk-up and future zoned "CE-Commerce and Employment" to "G" Heavy Manufacturing. THE PLANNING COMMISSION RECOMMENDS APPROVAL.

- 220003**      Amendment/Chapter 50/PC-21-414/Theodore Van Steyn/Rezoning/703 South Grand Traverse/From 'D-1' to 'D-3'/Ward 5

An ordinance to amend the Code of the City of Flint has been requested by Theodore Van Steyn (PC-21-414) to change the District boundaries or regulations established in Chapter 50 thereof, specifically allowing under 50-4 a zoning map amendment, as follows: 703 South Grand Traverse, Flint, MI, 48502, Parcel No. 41-18-154-038, legally described as STOCKTON'S WEST ADDITION LOT 1 AND PART OF LOTS 2, 3 AND 4 DESC AS FOLLS: BEG AT NWLY COR OF SD LOT 1; TH N 60 DEG 12 MIN E ALG SLY LINE OF THIRD ST, 165 FT TO A PT 33 FT ELY FROM NWLY COR OF SD LOT 2; TH S 30 DG 00 MIN E, 116.9 FT; TH S 60 DEG 12 MIN W, 165 FT TO ELY LINE OF GRAND TRAVERSE ST; TH N 30 DEG 00 MIN W, 116.9 FT TO POB, BLK M from "D-1" Office District and future zoned "DE-Downtown Edge" to "D-3" Community Business. THE PLANNING COMMISSION RECOMMENDS APPROVAL.

## **ADDITIONAL DISCUSSION ITEMS**

- 220076**      Discussion Item/Black History Month

A Discussion Item as requested by Councilperson Ladel Lewis to talk about Black History Month.

- 220077**      Discussion Item/Community Meetings for the American Rescue Plan Act (ARPA) Funds

A Discussion Item as requested by Council President Eric Mays to discuss the three remaining community meetings regarding American Rescue Plan Act (ARPA) funds and a basic application form.

## **FINAL COUNCIL COMMENTS**

## **ADJOURNMENT**

220082

## **City of Flint, Michigan**

*Third Floor, City Hall  
1101 S. Saginaw Street  
Flint, Michigan 48502  
[www.cityofflint.com](http://www.cityofflint.com)*



### **Meeting Minutes – Draft**

***Monday, January 10, 2022***

***6:36 p.m.***

***City Council Chambers***

### **CITY COUNCIL**

***Eric Mays, President, Ward 1  
Allie Herkenroder, Vice President, Ward 7***

***Ladel Lewis, Ward 2  
Judy Priestley, Ward 4  
Tonya Burns, Ward 6***

***Quincy Murphy, Ward 3  
Jerri Winfrey-Carter, Ward 5  
Dennis Pfeiffer, Ward 8***

***Eva L. Worthing, Ward 9***

***Inez M. Brown, City Clerk***

***Davina Donahue, Deputy Clerk***

## ***SUMMARY MINUTES***

**Flint City Council – January 10, 2022**

### **CALL TO ORDER**

Council President Eric Mays called this regular meeting of the Flint City Council to order at 6:36 p.m.

### **ROLL CALL**

**Present:** Eric Mays, Ladel Lewis, Quincy Murphy, Judy Priestley, Jerri Winfrey-Carter, Tonya Burns, Allie Herkenroder, Eva Worthing

**Absent:** Dennis Pfeiffer

### **PLEDGE OF ALLEGIANCE**

Flint resident Dylan Brown led the Pledge of Allegiance.

### **REQUESTS FOR CHANGES AND/OR ADDITIONS TO AGENDA**

Councilperson Murphy asked for a Special Order on the Water Crisis and packets being mailed to residents. The vote was 8-0 (absent: Pfeiffer). Council President Mays made a motion to move Special Order 220011 (Objection to the Transfer of Tax-Reverted Property, which was postponed from Special Affairs), after Second Reading and Adoption of Ordinances. The motion passed 8-0 (absent: Pfeiffer).

### **SPECIAL ORDERS**

**220043** Special Order/Water Crisis/Packets Being Mailed to Residents

A Special Order as requested by Councilperson Murphy to discuss the water crisis and packets being mailed to residents.

**DISCUSSED**

### **PUBLIC SPEAKING**

Public speaking was held.

### **PETITIONS AND UNOFFICIAL COMMUNICATIONS**

**220005** Press Release/Office of Gov. Gretchen Whitmer/Auto Insurers to Issue \$400.00 Per Vehicle

Email dated December 13, 2021, from the office of Gov. Gretchen Whitmer, re: Gov. Whitmer announced that all drivers will receive \$400.00 refunds as a result of the surplus in the Michigan Catastrophic Claims Association (MCCA) fund.

**This Matter was Placed on File on the Consent Agenda**

**220006** Press Release/Office of Gov. Gretchen Whitmer/Nursing Home Workforce Stabilization Council

Email dated December 14, 2021, from the office of Gov. Gretchen Whitmer, re: Gov. Whitmer signed an executive order establishing the Michigan Nursing Home Workforce Stabilization Council (NHWSC), which will bring input from state leaders, nursing home workers, nursing home employers and nursing home residents to put Michiganders first and recommend improvements to nursing home care.

**This Matter was Placed on File on the Consent Agenda**

**220007** Press Release/Office of Gov. Gretchen Whitmer/Passage/Legislation/Empowering Michigan to Create Good-Paying Jobs/Support Small Business

Email dated December 15, 2021, from the office of Gov. Gretchen Whitmer, re: Gov. Whitmer reports that "legislative leadership from both parties came together to pass critical bills that will back small businesses and empower Michigan to grow and attract billions in investment and create tens of thousands of good-paying jobs."

**This Matter was Placed on File on the Consent Agenda**

## **COMMUNICATIONS (from Mayor and other City Officials)**

**220008** City of Flint/Email/COVID-19 Vaccine Clinic Held

Email dated December 14, 2021, from the City of Flint, re: A COVID-19 vaccine clinic for City of Flint employees was held Thursday, December 16, 2021, in the City Hall Dome.

**This Matter was Placed on File on the Consent Agenda**

**220009** Department of Public Works (DPW)/Press Release/Update/Secondary Water Pipeline

Press Release dated December 29, 2021, from DPW, re: Update on the city's secondary water pipeline.

**This Matter was Placed on File on the Consent Agenda**

**220010** Traffic Engineering/Closure Permits

Sidewalk, Lane and Street Closure permits (4) dated December 2021, for requested activities/events, with noted responsibility for the placement of the required traffic control devices, and/or personnel, for the protection of traffic and event participants.

**This Matter was Placed on File on the Consent Agenda**

## **RESOLUTIONS**

**210540** Contractual Agreement/Ernst & Young/Management Services/American Rescue Act Plan (ARPA) Funds

Resolution resolving that the appropriate city officials, upon City Council's approval, are hereby authorized to do all things necessary to enter into and manage a contractual agreement with Ernst & Young for management services for the city's American Rescue Act Plan (ARPA) funds, including but not limited to compliance and implementation, in an amount NOT-TO-EXCEED \$3,994,074.00 for FY2022 through FY2027 [FUSDT-CSLFRF Professional Services Acct. No. 287-171.716-801.000.]

**SEPARATED FROM MASTER RESOLUTION**

**210575** Three-Year Contract Extension/Innovative Software Services, Inc./Income Tax Services

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to extend the contract with Innovative Software Services, Inc. for income tax processing, collection of income taxes, account reconciliation, compliance programs and issuance of refund checks for the City of Flint in an amount NOT-TO-EXCEED \$611,287.00 for FY2022, \$672,415.98 for FY2023, and \$739,657.58 for FY2024, pending adoption of each year's budget, as requested by Customer Service.

**This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.**

**210580** CO#1/Contract/Sorensen Gross Construction Co./Dort Pump Station Rehabilitation

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to enter into change order #1 with Sorensen Gross Construction Co. for the Dort Pump Station rehabilitation, in an amount NOT-TO-EXCEED \$420,547.47, and a total contract amount NOT-TO-EXCEED \$4,069,944.47 as requested by DPW [Water Infrastructure Improvements for the Nation (WIIN) Fund Acct. No. 496-552.000-801.076].

**This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.**

**210581** Contract/Spalding DeDecker/Construction Engineering Services/Miller Road Rehabilitation

Resolution resolving that the appropriate city officials, upon City Council's approval, are to do all things necessary to enter into a contract with Spalding DeDecker for construction engineering services for the Miller Road rehabilitation [from Hammerburg Road to Ballenger Highway], in an amount NOT-TO-EXCEED \$276,591.00, as requested by Transportation [Major Street Fund Acct. No. 202-441.702-801.000.]

**This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.**

**220000** Change Order No. 1/Badger Meter/AMI Water Meters/System Upgrades

Resolution authorizing the Division of Purchases and Supplies, upon City Council's approval, to issue Change Order No. 1 to the purchase order to Badger Meters, for the purchase and service of water meter replacements, as requested by the Water Service Center, in an amount NOT-TO-EXCEED \$182,856.30 [Water Infrastructure Improvements for the Nation (WIIN) Grant Fund Acct. No. 496-556.000-801.050.]

#### **SEPARATED FROM MASTER RESOLUTION**

**220001** Grant Acceptance/Budget Amendment/Transfer of Funds/Ford Foundation Equity Fund Grant/Community Foundation of Greater Flint

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to accept the Ford Foundation Equity Fund Grant, amend the FY2022 budget, appropriate funding for revenue and expenditures in future fiscal years, for as long as funds are available from the funder, and abide by the terms and conditions of the grant from the Community Foundation of Great Flint, in the amount of \$15,000.00, to grant budget with Code PCFGF-FORD21 through October 31, 2022. [NOTE: The funds are to be used to supplement the compensation for the Flint ReCAST (Resiliency in Communities after Stress and Trauma) Program Assistant position.]

**This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.**

#### **ADD-ON RESOLUTIONS**

**220012** Approval/Group E Marihuana Retailer -- Adult Use License/Pierre Najjar/Lindzy's Med Supply Station, LLC/1960 West Hemphill Road

Resolution resolving that pursuant to Flint City Ordinance No. 50-183(E)(5), the appropriate city officials are hereby authorized to do all things necessary to issue a Group E Marihuana Retailer -- Adult Use license to applicant /Pierre Najjar of Lindzy's Med Supply Station, LLC, located at 1960 West Hemphill Road. [NOTE: Flint City Ordinance 50-183; the Marihuana Facilities Opt-In Ordinance, requires that the Planning Commission make a recommendation to the City Council for the issuance of a license to the applicant.]

**This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.**

#### **PASSED THE CONSENT AGENDA**

**A motion was made by Councilperson Herkenroder, seconded by Councilperson Murphy, including all the preceding items marked as having been adopted on a Consent Agenda. The motion carried by the following vote:**

**Aye:** 7 – Lewis, Murphy, Priestley, Winfrey-Carter, Burns, Herkenroder, Worthing  
**Absent:** 2 – Mays, Pfeiffer

#### **SEPARATED FROM MASTER RESOLUTION**

**210540** Contractual Agreement/Ernst & Young/Management Services/American Rescue Act Plan (ARPA) Funds

Resolution resolving that the appropriate city officials, upon City Council's approval, are hereby authorized to do all things necessary to enter into and manage a contractual agreement with Ernst & Young for management services for the city's American Rescue Act Plan (ARPA) funds, including but not limited to compliance and implementation, in an amount NOT-TO-EXCEED \$3,994,074.00 for FY2022 through FY2027 [FUSDT-CSLFRF Professional Services Acct. No. 287-171.716-801.000.]

**A motion was made by Councilperson Herkenroder, seconded by Councilperson Worthing, to amend Resolution 210540 from a five-year contract to a two-year contract.**

**SUBSTITUTED**

**A motion was made by Councilperson Burns, seconded by Councilperson Priestley, to amend Resolution 210540 from a five-year contract to a one-year contract. The motion carried by the following vote:**

**Aye:** 8 – Mays, Lewis, Murphy, Priestley, Winfrey-Carter, Burns, Herkenroder, Worthing  
**Absent:** 1 – Pfeiffer

**ROLL CALL**

Councilperson Worthing left at 9:04 p.m.

**210540.1** Contractual Agreement/Ernst & Young/Management Services/American Rescue Act Plan (ARPA) Funds

Resolution resolving that the appropriate city officials, upon City Council's approval, are hereby authorized to do all things necessary to enter into and manage a contractual agreement with Ernst & Young for management services for the city's American Rescue Act Plan (ARPA) funds, including but not limited to compliance and implementation, in an amount NOT-TO-EXCEED \$3,994,074.00 for FY2022 through FY2027 [FUSDT-CSLFRF Professional Services Acct. No. 287-171.716-801.000.] [NOTE: Resolution amended to change contract from five years to one year, with the option to renew for additional years. The total cost for one year is \$1,150,650.00. The total cost for five years is \$3,994,074.00.]

**A motion was made by Councilperson Herkenroder, seconded by Councilperson Burns, to APPROVE this Resolution. The motion carried by the following vote:**

**Aye:** 7 – Mays, Lewis, Murphy, Priestley, Winfrey-Carter, Burns, Herkenroder  
**Absent:** 1 – Pfeiffer, Worthing

**220000** Change Order No. 1/Badger Meter/AMI Water Meters/System Upgrades

Resolution authorizing the Division of Purchases and Supplies, upon City Council's approval, to issue Change Order No. 1 to the purchase order to Badger Meters, for the purchase and service of water meter replacements, as requested by the Water Service



Center, in an amount NOT-TO-EXCEED \$182,856.30 [Water Infrastructure Improvements for the Nation (WIIN) Grant Fund Acct. No. 496-556.000-801.050.]

**A motion was made by Councilperson Herkenroder, seconded by Councilperson Winfrey-Carter, to APPROVE this Resolution. The motion carried by the following vote:**

**Aye:** 7 – Mays, Lewis, Murphy, Priestley, Winfrey-Carter, Burns, Herkenroder

**Absent:** 1 – Pfeiffer, Worthing

## **INTRODUCTION AND FIRST READING OF ORDINANCES (May be Referred from Special Affairs)**

**220002** Amendment/Chapter 50/PC-21-401/RACER Trust/Rezoning/Northeast Corner of Hamilton Avenue and North Street/From 'C-1' to 'G'/Ward 3

An ordinance to amend the Code of the City of Flint has been requested by RACER Trust (PC-21-401) to change the District boundaries or regulations established in Chapter 50 thereof, specifically allowing under 50-4 a zoning map amendment, as follows: Industrial Ave., Flint, MI, 48505, Parcel No. 41-06-326-050, legally described as OAK PARK SUBDIVISION OF PART OF SECTIONS 1 AND 2 OF SMITH'S RESEVATION. LOTS 3 THRU 30 INCL; ALSO LOTS 2 & 31 EXC WLY 10 FT, BLK 16; ALSO LOTS 3 THRU 30 INCL; ALSO LOTS 2 & 31 EXC WLY 10 FT, BLK 17; ALSO LOTS 3 THRU 30 INCL; ALSO LOTS 2 & 31 EXC WLY 10 FT, BLK 18; ALSO LOTS 3 THRU 13 INCL; ALSO LOTS 15 & 16; ALSO LOTS 24 THRU 30 INCL; ALSO NLY 35 FT OF LOT 17; ALSO LOTS 2 & 31 EXC WLY 10 FT, BLK 19, from "C-1" Multi-Family Walk-up and future zoned "CE-Commerce and Employment" to "G" Heavy Manufacturing. THE PLANNING COMMISSION RECOMMENDS APPROVAL.

**A motion was made by Councilperson Murphy, seconded by Councilperson Herkenroder, to APPROVE this Ordinance for Introduction and First Reading. The motion carried by the following vote:**

**Aye:** 7 – Mays, Lewis, Murphy, Priestley, Winfrey-Carter, Burns, Herkenroder

**Absent:** 1 – Pfeiffer, Worthing

**220003** Amendment/Chapter 50/PC-21-414/Theodore Van Steyn/Rezoning/703 South Grand Traverse/From 'D-1' to 'D-3'/Ward 5

An ordinance to amend the Code of the City of Flint has been requested by Theodore Van Steyn (PC-21-414) to change the District boundaries or regulations established in Chapter 50 thereof, specifically allowing under 50-4 a zoning map amendment, as follows: 703 South Grand Traverse, Flint, MI, 48502, Parcel No. 41-18-154-038, legally described as STOCKTON'S WEST ADDITION LOT 1 AND PART OF LOTS 2, 3 AND 4 DESC AS FOLLS: BEG AT NWLY COR OF SD LOT 1; TH N 60 DEG 12 MIN E ALG SLY LINE OF THIRD ST, 165 FT TO A PT 33 FT ELY FROM NWLY COR OF SD LOT 2; TH S 30 DG 00 MIN E, 116.9 FT; TH S 60 DEG 12 MIN W, 165 FT TO ELY LINE OF GRAND TRAVERSE ST; TH N 30 DEG 00 MIN W, 116.9 FT TO POB, BLK M from "D-1" Office District and future zoned "DE-Downtown Edge" to "D-3" Community Business. THE PLANNING COMMISSION RECOMMENDS APPROVAL.

**A motion was made by Councilperson Murphy, seconded by Councilperson Herkenroder, to APPROVE this Ordinance for Introduction and First Reading. The motion carried by the following vote:**

**Aye:** 7 – Mays, Lewis, Murphy, Priestley, Winfrey-Carter, Burns, Herkenroder

**Absent:** 1 – Pfeiffer, Worthing

## **ADJOURNMENT**

Council President Eric Mays adjourned this meeting at 9:45 p.m., after a motion by Councilperson Herkenroder, and seconded by Councilperson Priestley.

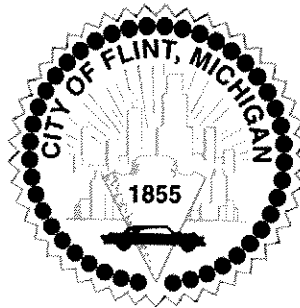
Respectfully transcribed & submitted,

Janell Johnson, Administrative Secretary to City Council

220083

## **City of Flint, Michigan**

*Third Floor, City Hall  
1101 S. Saginaw Street  
Flint, Michigan 48502  
[www.cityofflint.com](http://www.cityofflint.com)*



### **Meeting Minutes – Draft**

***Monday, January 24, 2022***

***8:52 p.m.***

***City Council Chambers***

### **CITY COUNCIL**

***Eric Mays, President, Ward 1  
Allie Herkenroder, Vice President, Ward 7***

***Ladel Lewis, Ward 2  
Judy Priestley, Ward 4  
Tonya Burns, Ward 6***

***Quincy Murphy, Ward 3  
Jerri Winfrey-Carter, Ward 5  
Dennis Pfeiffer, Ward 8***

***Eva L. Worthing, Ward 9***

***Inez M. Brown, City Clerk***

***Davina Donahue, Deputy Clerk***

## ***SUMMARY MINUTES***

**Flint City Council – January 24, 2022**

### **CALL TO ORDER**

Council President Eric Mays called this regular meeting of the Flint City Council to order at 8:52 p.m.

### **ROLL CALL**

**Present:** Eric Mays, Ladel Lewis, Quincy Murphy, Judy Priestley, Jerri Winfrey-Carter, Tonya Burns, Allie Herkenroder, Dennis Pfeiffer, Eva Worthing

### **PLEDGE OF ALLEGIANCE**

Councilperson Dennis Pfeiffer led the Pledge of Allegiance.

### **REQUESTS FOR CHANGES AND/OR ADDITIONS TO AGENDA**

Councilperson Mays made a motion to keep Special Order 220050 under Special Orders on the agenda. The motion passed 9-0. Councilperson Burns asked to make a brief announcement after Council Response. The vote was 9-0.

### **ADOPT AGENDA AS AMENDED**

Councilperson Priestley, with support from Councilperson Pfeiffer, made a motion to adopt the agenda as amended. The vote was 9-0.

### **SPECIAL ORDERS**

**220050** Special Order/Special Recognition/Johnny Morse

A Special Order to recognize Community Activist Johnny Morse of Asbury Church for his hard work and dedication to the community, as presented by Council members Judy Priestley, Ladel Lewis and Quincy Murphy.

#### **PRESENTED**

### **PUBLIC SPEAKING**

Public speaking was held.

### **MOTION**

Councilperson Winfrey-Carter, with support from Councilperson Herkenroder, made a motion to allow Public Speaker Jan Marie Arbor to return to the podium and continue speaking to City Council. The motion failed 4-5 (No: Lewis, Murphy, Priestley, Pfeiffer, Worthing).

### **ANNOUNCEMENT**

Councilperson Tonya Burns announced that the City Council will be presented with the city's final audit during a Special Meeting Tuesday, Jan. 25 at 5 p.m. in City Council Chambers.

### **COMMUNICATIONS (from Mayor and other City Officials)**

**220047** Department of Public Works (DPW)/Press Release/Update/Secondary Water Pipeline

Press Release dated January 14, 2022, from DPW, re: Update on the city's secondary water pipeline.

**This Matter was Placed on File on the Consent Agenda**

**220048 Traffic Engineering/Closure Permits**

Sidewalk, Lane and Street Closure permits (3) dated January 2022, for requested activities/events, with noted responsibility for the placement of the required traffic control devices, and/or personnel, for the protection of traffic and event participants.

**This Matter was Placed on File on the Consent Agenda**

**APPOINTMENTS (May be Referred from Special Affairs)**

**220021 Appointment/Human Relations Commission/Sandra Smith Jones/Ward 8**

Resolution resolving that the Flint City Council approves the appointment of Sandra Smith Jones (2222 Colfax Avenue, Flint, MI 48503), to serve on the City of Flint Human Relations Commission for the remainder of a three-year term, commencing upon adoption of this resolution, and expiring October 28, 2023. [NOTE: By way of background, Ms. Jones is replacing Susan Steiner Bolhouse, who passed away in August.]

**A motion was made by Councilperson Murphy, seconded by Councilperson Worthing, that this matter be Approved. The motion carried by the following vote:**

Aye: 6 – Mays, Priestley, Winfrey-Carter, Burns, Herkenroder, Pfeiffer  
No: 3 – Lewis, Murphy, Worthing

**220022 Appointment/Hurley Board of Hospital Managers/Gwendolyn Huddleston**

Resolution resolving that the Flint City Council approves the appointment of Gwendolyn Huddleston (1225 Eldorado Drive, Flint, MI 48504) to serve the remainder of a five-year term on the Hurley Board of Hospital Managers, commencing upon adoption of this resolution and expiring April 30, 2022. [By way of background, Ms. Huddleston is replacing the Rev. Herbert Miller II, who has resigned from a term on that expires April 30, 2022.]

**A motion was made by Councilperson Murphy, seconded by Councilperson Worthing, that this matter be Approved. The motion carried by the following vote:**

Aye: 6 – Murphy, Priestley, Winfrey-Carter, Burns, Pfeiffer, Worthing  
Abstention: 3 – Mays, Lewis, Herkenroder

**RESOLUTIONS (May be Referred from Special Affairs)**

**210491 Memorandum of Understanding (MOU)/City of Flint/Flint Children's Museum**

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to enter into a Memorandum of Understanding between the City of Flint and the Flint Children's Museum.

**SEPARATED FROM MASTER RESOLUTION**

**220013** Carrier & Gable/Traffic Cones, Barricades, Drums and Cones

Resolution resolving that the Division of Purchases & Supplies, upon City Council's approval, is hereby authorized to issue a Purchase Order to Carrier & Gable for the purchase of barricades, traffic cones and drums, as requested by Transportation, in an amount NOT-TO-EXCEED \$87,000.00 [Major Street Fund Acct. No. 202-443.201-752.000 = \$50,000.00 and Local Street Fund Acct. No. 203-443.201-752.000 = \$37,000.00.]

**This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.**

**220014** Contract/The Lighthouse Group/Inland Marine-High Valued Vehicle and Equipment Coverage

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to enter into a contract with The Lighthouse Group to provide Inland Marine-High Valued Vehicle and Contractor's Equipment coverage through Starr Surplus Lines Insurance, as requested by Finance, at a cost NOT-TO-EXCEED \$132,123.65 [Self Insurance Fund Acct. No. 677-174.851-955.000.]

**This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.**

**220015** Settlement/Martrice Mitchell v Terry Vankeuren et al/Case No. 18-cv-10376

Resolution resolving that the City Administrator is hereby authorized to pay the settlement offer, in the matter of Martrice Mitchell v Terry Vankeuren et al, Case No. 18-cv-10376, in the amount of \$3,000.00, in satisfaction of any and all claims arising out of said matter, 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 19, 2022.]

**This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.**

**220016** Approval/Deficit Elimination Plan/City of Flint/Self-Insurance Fund

Resolution resolving that the City Council approves the Deficit Elimination Plan as outlined. The City of Flint's Chief Financial Officer is authorized to do all things necessary to submit the Deficit Elimination Plan to the Michigan Department of Treasury for certification. [NOTE: The City of Flint's Self-Insurance fund has a deficit of \$1,622,795.00 as of June 30, 2021. The Self-Insurance fund incurred numerous expenses related to insurance and legal costs. Reimbursements will be made from the city's funds relative to their expenses in the Self-Insurance fund.]

**This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.**

- 220023** Approval/Group E Medical Provisioning Center License/Anthony Marougi/Henndogs Holdings, LLC/3756 South Dort Highway

Resolution resolving that pursuant to Flint City Ordinance No. 50-183(E)(5), the appropriate city officials are hereby authorized to do all things necessary to issue a Group E Medical Provisioning Center license to applicant Anthony Marougi of Henndogs Holdings, LLC, located at 3756 South Dort Highway. [NOTE: Flint City Ordinance 50-183, the Marihuana Facilities Opt-In Ordinance, requires that the Planning Commission make a recommendation to the City Council for the issuance of a license to the applicant.]

**This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.**

- 220024** Approval/Group E Medical Provisioning Center License/Hani Kassab, Jr./Dort Highway Flint/2101 South Dort Highway

Resolution resolving that pursuant to Flint City Ordinance No. 50-183(E)(5), the appropriate city officials are hereby authorized to do all things necessary to issue a Group E Medical Provisioning Center license to applicant Hani Kassab, Jr. of Dort Highway Flint, located at 2101 South Dort Highway. [NOTE: Flint City Ordinance 50-183, the Marihuana Facilities Opt-In Ordinance, requires that the Planning Commission make a recommendation to the City Council for the issuance of a license to the applicant.]

**This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.**

- 220025** Approval/Group E Medical Provisioning Center License/Riadh Dado/Trippy Forest, LLC/1901 South Dort Highway

Resolution resolving that pursuant to Flint City Ordinance No. 50-183(E)(5), the appropriate city officials are hereby authorized to do all things necessary to issue a Group E Medical Provisioning Center license to applicant Riadh Dado of Trippy Forest, LLC, located at 1901 South Dort Highway. [NOTE: Flint City Ordinance 50-183, the Marihuana Facilities Opt-In Ordinance, requires that the Planning Commission make a recommendation to the City Council for the issuance of a license to the applicant.]

**This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.**

- 220026** Approval/Group F Medical Grower (Class C) License/Welson Sarkis, Jr./Securecann, Inc./2502 South Dort Highway

Resolution resolving that pursuant to Flint City Ordinance No. 50-183(E)(5), the appropriate city officials are hereby authorized to do all things necessary to issue a Group F Medical Grower (Class C) license to applicant Welson Sarkis, Jr. of Securecann, Inc., located at 2502 South Dort Highway. [NOTE: Flint City Ordinance 50-183, the Marihuana Facilities Opt-In Ordinance, requires that the Planning Commission make a recommendation to the City Council for the issuance of a license to the applicant.]

**This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.**

- 220027** Approval/Group E Medical Provisioning Center License/Welson Sarkis, Jr./Securecann, Inc./2502 South Dort Highway

Resolution resolving that pursuant to Flint City Ordinance No. 50-183(E)(5), the appropriate city officials are hereby authorized to do all things necessary to issue a Group E Medical Provisioning Center license to applicant Welson Sarkis, Jr. of Securecann, Inc., located at 2502 South Dort Highway. [NOTE: Flint City Ordinance 50-183, the Marihuana Facilities Opt-In Ordinance, requires that the Planning Commission make a recommendation to the City Council for the issuance of a license to the applicant.]

**This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.**

- 220028** Approval/Group F Medical Processor License/Welson Sarkis, Jr./Securecann, Inc./2502 South Dort Highway

Resolution resolving that pursuant to Flint City Ordinance No. 50-183(E)(5), the appropriate city officials are hereby authorized to do all things necessary to issue a Group F Medical Processor license to applicant Welson Sarkis, Jr. of Securecann, Inc., located at 2502 South Dort Highway. [NOTE: Flint City Ordinance 50-183, the Marihuana Facilities Opt-In Ordinance, requires that the Planning Commission make a recommendation to the City Council for the issuance of a license to the applicant.]

**This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.**

- 220029** Approval/Group F Medical Grower (Class C) License/John McLeod/Oak Flint, LLC/4221 James P. Cole Boulevard

Resolution resolving that pursuant to Flint City Ordinance No. 50-183(E)(5), the appropriate city officials are hereby authorized to do all things necessary to issue a Group F Medical Grower (Class C) license to applicant John McLeod of Oak Flint, LLC, located at 4221 James P. Cole Boulevard. [NOTE: Flint City Ordinance 50-183, the Marihuana Facilities Opt-In Ordinance, requires that the Planning Commission make a recommendation to the City Council for the issuance of a license to the applicant.]

**This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.**

- 220030** Approval/Group F Medical Processor License/John McLeod/Oak Flint, LLC/4221 James P. Cole Boulevard

Resolution resolving that pursuant to Flint City Ordinance No. 50-183(E)(5), the appropriate city officials are hereby authorized to do all things necessary to issue a Group F Medical Processor license to applicant John McLeod of Oak Flint, LLC, located at 4221 James P. Cole Boulevard. [NOTE: Flint City Ordinance 50-183, the Marihuana Facilities Opt-In Ordinance,



requires that the Planning Commission make a recommendation to the City Council for the issuance of a license to the applicant.]

**This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.**

- 220031** Approval/Group E Medical Provisioning Center License/Linda Murphy/Flint Flower of Life, Inc./1401 East Stewart Avenue

Resolution resolving that pursuant to Flint City Ordinance No. 50-183(E)(5), the appropriate city officials are hereby authorized to do all things necessary to issue a Group E Medical Provisioning Center license to applicant Linda Murphy of Flint Flower of Life, Inc., located at 1401 East Stewart Avenue. [NOTE: Flint City Ordinance 50-183, the Marihuana Facilities Opt-In Ordinance, requires that the Planning Commission make a recommendation to the City Council for the issuance of a license to the applicant.]

**This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.**

- 220032** Approval/Group F Medical Grower (Class C) License/Linda Murphy/Apollo Organics, Inc./1401 East Stewart Avenue

Resolution resolving that pursuant to Flint City Ordinance No. 50-183(E)(5), the appropriate city officials are hereby authorized to do all things necessary to issue a Group F Medical Grower (Class C) license to applicant Linda Murphy of Apollo Organics, Inc., located at 1401 East Stewart Avenue. [NOTE: Flint City Ordinance 50-183, the Marihuana Facilities Opt-In Ordinance, requires that the Planning Commission make a recommendation to the City Council for the issuance of a license to the applicant.]

**This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.**

- 220033** Approval/Group E Marihuana Retailer -- Adult Use License/Hani Kassab, Jr./Green Culture Flint, LLC/808 South Center Road

Resolution resolving that pursuant to Flint City Ordinance No. 50-183(E)(5), the appropriate city officials are hereby authorized to do all things necessary to issue a Group E Marihuana Retailer -- Adult Use license to applicant Hani Kassab, Jr. of Green Culture Flint, LLC, located at 808 South Center Road. [NOTE: Flint City Ordinance 50-183, the Marihuana Facilities Opt-In Ordinance, requires that the Planning Commission make a recommendation to the City Council for the issuance of a license to the applicant.]

**This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.**

- 220034** Change Order/Mott Community College/City of Flint/U.S. Department of Housing and Urban Development (HUD)/Choice Neighborhoods Planning Grant

Resolution resolving that the appropriate City of Flint officials are authorized to do all things necessary, including budget amendments, to process a change order to decrease contract 19-023A with Mott Community College by \$99,821.00 in FHUD18CHOICE Revenue Acct. No. 296-691.402-502.000 and FHUD18CHOICE Expense Acct. No. 296-691.402-801.000, for a revised total contract amount of \$4,424,179.00, as requested by Planning and Development. [NOTE: The city was awarded grant funding from the U.S. Department of Housing and Urban Development (HUD) Choice Neighborhoods Planning Grant. The grant is for the implementation of the Imagine Flint South Flint Community Plan Choice Neighborhoods Initiative. HUD decreased Mott's Supportive Services contract by \$45,000.00, and its Evaluation contract by \$54,821.00.]

**This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.**

- 220035** Change Order Amendment/Contract 19-035/Flint Housing Commission/Increase/Relocation, Fees & Costs/Choice Implementation Grant

Resolution resolving that the appropriate city officials are authorized to do all things necessary, including budget amendments, to increase contract 19-035C with the Flint Housing Commission by \$99,821.00 in FHUD18CHOICE Revenue Acct. No. 296-691.401-502.000 and Expense Acct. No. 296-691.401-963.100, for a revised total contract amount of \$555,991.03. [NOTE: The City of Flint was awarded Choice Neighborhoods grant funding from the U.S. Department of Housing and Urban Development (HUD) in the amount of \$30,000,000.00. City officials authorized entering into contract 19-035 with the Flint Housing Commission for the amount of \$192,280.03 of the Choice Neighborhoods Grant. The City of Flint requires additional professional services related to "fees and costs" and "relocation" activities to support the Choice Implementation project.]

**This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.**

- 220036** Grant Acceptance/Charles Stewart Mott Foundation/Maintenance of City of Flint Parks

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to abide by the terms of C.S. Mott Grant No. 2019-05848, in the amount of \$500,000.00, to appropriate revenue and expenditure amounts using grant code PCSM-PARKS21, and to make the grant funds available to the current and any subsequent fiscal years that funding continues to remain available by the grantor [Parks Revenue Fund 296-704.807-581.300 and Parks Expense Acct. No. 296-704.807-801.000.] [NOTE: The grant was awarded to help maintain and secure City of Flint parks as outlined in the Partnership Agreement entered into between the City of Flint and Genesee County Parks and Recreation Commission.]

#### **SEPARATED FROM MASTER RESOLUTION**

- 220037** Park Partnership Agreement/City of Flint/Genesee County Parks and Recreation Commission (GCPRC)

Resolution authorizing the appropriate City Officials to do all things necessary to enter into a Park Partnership Agreement with the Genesee County Parks and Recreation Commission (GCPRC), in the amount of \$500,000.00, as requested by Planning and Development [Parks Professional Services Fund Acct. No. 296-691.407-801.000.] [NOTE: Pursuant to mutual covenants contained in the Park Partnership Agreement adopted June 27, 2014, and maintained since, the City of Flint and the GCPRC seek to enter into a Park Partnership Agreement to transfer funds granted by the Charles Stewart Mott Foundation to the Commission.]

#### **SEPARATED FROM MASTER RESOLUTION**

**220039** Approval/Processes/Flint City Council Investigative Hearing/Waste Collection Services

Resolution resolving that the rules and procedures as outlined in the resolution shall be used for Investigative Hearings regarding Waste Collection Services.

**This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.**

#### **PASSED THE CONSENT AGENDA**

**A motion was made by Councilperson Herkenroder, seconded by Councilperson Worthing, including all the preceding items marked as having been adopted on a Consent Agenda. The motion carried by the following vote:**

Aye: 9 – Mays, Lewis, Murphy, Priestley, Winfrey-Carter, Burns, Herkenroder, Pfeiffer, Worthing

#### **SEPARATED FROM MASTER RESOLUTION**

**210491** Memorandum of Understanding (MOU)/City of Flint/Flint Children's Museum

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to enter into a Memorandum of Understanding between the City of Flint and the Flint Children's Museum.

**A motion was made by Councilperson Worthing, seconded by Councilperson Murphy, to approve this item.**

#### **SUBSTITUTED**

**A motion was made by Councilperson Priestley, seconded by Councilperson Worthing, to POSTPONE this item back to Finance Committee on February 9, 2022.**

Aye: 9 – Mays, Lewis, Murphy, Priestley, Winfrey-Carter, Burns, Herkenroder, Pfeiffer, Worthing

#### **ROLL CALL**

Councilperson Worthing left the meeting at 11:24 p.m.

## SEPARATED FROM MASTER RESOLUTION CONTINUED

### 220036 Grant Acceptance/Charles Stewart Mott Foundation/Maintenance of City of Flint Parks

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to abide by the terms of C.S. Mott Grant No. 2019-05848, in the amount of \$500,000.00, to appropriate revenue and expenditure amounts using grant code PCSM-PARKS21, and to make the grant funds available to the current and any subsequent fiscal years that funding continues to remain available by the grantor [Parks Revenue Fund 296-704.807-581.300 and Parks Expense Acct. No. 296-704.807-801.000.] [NOTE: The grant was awarded to help maintain and secure City of Flint parks as outlined in the Partnership Agreement entered into between the City of Flint and Genesee County Parks and Recreation Commission.]

**A motion was made by Councilperson Murphy, seconded by Councilperson Priestley, to APPROVE this Resolution.**

Aye: 8 – Mays, Lewis, Murphy, Priestley, Winfrey-Carter, Burns, Herkenroder, Pfeiffer

### 220037 Park Partnership Agreement/City of Flint/Genesee County Parks and Recreation Commission (GCPRC)

Resolution authorizing the appropriate City Officials to do all things necessary to enter into a Park Partnership Agreement with the Genesee County Parks and Recreation Commission (GCPRC), in the amount of \$500,000.00, as requested by Planning and Development [Parks Professional Services Fund Acct. No. 296-691.407-801.000.] [NOTE: Pursuant to mutual covenants contained in the Park Partnership Agreement adopted June 27, 2014, and maintained since, the City of Flint and the GCPRC seek to enter into a Park Partnership Agreement to transfer funds granted by the Charles Stewart Mott Foundation to the Commission.]

**A motion was made by Councilperson Murphy, seconded by Councilperson Priestley, to APPROVE this Resolution.**

Aye: 8 – Mays, Lewis, Murphy, Priestley, Winfrey-Carter, Burns, Herkenroder, Pfeiffer

## ADJOURNMENT

Council President Eric Mays adjourned this meeting at 12:03 a.m., after a motion by Councilperson Priestley, and seconded by Councilperson Herkenroder.

Respectfully transcribed & submitted,

Janell Johnson, Administrative Secretary to City Council



CITY OF FLINT

220061

RESOLUTION NO.: \_\_\_\_\_

PRESENTED: FEB - 9 2022

ADOPTED: \_\_\_\_\_

**Resolution Recommending the Appointment of John Gazall to the  
City of Flint's Building Code Board of Appeal**

**BY THE CITY ADMINISTRATOR:**

**WHEREAS**, Flint City Ordinance Chapter 24 §121-123, adopted on November 15, 2021, establishes the City of Flint Building Board of Appeals as a multiple member body by the Flint City Council and identifies their functions; and


**WHEREAS**, §24-122 identifies the composition, appointment, and terms of office of the Building Board of Appeals, states that the Board shall consist of five (5) members and two (2) alternates, and identifies qualifications required of members; and

**WHEREAS**, §24-122 states that members and alternates of the BBOA shall be either a licensed contractor, a licensed architect or professional engineer, two members of the general public with knowledge/experience in building construction, maintenance, or design, a registered building official, plan reviewer, or inspector; and

**WHEREAS**, Mayor Neeley recommends the appointment of John Gazall (licensed architect, owner/operator of Gazall Lewis & Associates, 503 S Saginaw St, Flint, MI 48502, nonresident) for a three-year term; and

**IT IS RESOLVED**, Pursuant to 24-122, that the Flint City Council approves the appointment of John Gazall, to the Building Board of Appeals for a three year term commencing immediately upon adoption of this resolution and expiring March 1, 2025.

**APPROVED AS TO FORM:**

  
Angela Wheeler (Feb 1, 2022 12:35 EST)

**Angela Wheeler, Chief Legal Officer**

**ADMINISTRATION:**

  
CLYDE D EDWARDS (Feb 1, 2022 13:47 EST)

**Clyde D. Edwards, City Administrator**

**CITY COUNCIL:**

  
**Eric B. Mays, Council President**



## CITY OF FLINT

### RESOLUTION STAFF REVIEW FORM

**TODAY'S DATE:** January 28, 2022

**BID/PROPOSAL#** n/a

**AGENDA ITEM TITLE:** Resolution recommending approval of John Gazall to the City of Flint Building Board of Appeals (BBOA)

**PREPARED BY:** Suzanne Wilcox, Director of Planning and Development

**VENDOR NAME:** n / a

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

The Building Board of Appeals (BBOA) is established pursuant to Section 6-101 of the Flint City Charter, Chapter 24 of the Flint City Code of Ordinances; the Housing Law of Michigan; the Construction Code Act of 1972; and the International Property Maintenance Code (IPMC) as adopted by Section 24-4 of the Flint Code of Ordinances, as amended. The duties of the BBOA include, but are not limited to: conducting appeals hearings as set forth in MCL 125.451, MCL 125.1501, and Section 111.1 of the IPMC, as adopted by Section 24-4 of the Flint Code of Ordinances, as amended.

Flint City Ordinance Chapter 24 §121-123, adopted on November 15, 2021, establishes the City of Flint Building Board of Appeals as a multiple member body by the Flint City Council, identifies their functions, as well as the composition, appointment, and terms of office of the Building Board of Appeals. Per the ordinance, the BBOA shall consist of five (5) members and two (2) alternates. Members and alternates shall satisfy at least one of the following qualifications: be a licensed building contractor, a licensed architect or professional engineer, two members of the general public with knowledge/experience in building construction, maintenance, or design, or a registered building official, plan reviewer, or inspector. At least three-fourths of the members of the board (including alternates) shall be residents of the City of Flint.

The attached resolution recommends the appointment of John Gazall to the Building Board of Appeals. The recommendation satisfies the requirements of the ordinance in composition and term and Mr. Gazall's resume is attached. He will be the non-resident.

- John Gazall - licensed architect, owner/operator of Gazall Lewis & Associates, 503 S Saginaw St, Flint, MI 48502, non resident. 3-year term

Other residents will be brought forward in upcoming resolutions.

**FINANCIAL IMPLICATIONS:** None

**BUDGETED EXPENDITURE?** YES ☐ NO ☒ IF NO, PLEASE EXPLAIN: n/a



## CITY OF FLINT

Dept.	Name of Account	Account Number	Grant Code	Amount
		FY21/22 GRAND TOTAL		

PRE-ENCUMBERED? YES ☒ NO ☐ REQUISITION NO:

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☒

(If yes, please indicate how many years for the contract) YEARS

WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: (This will depend on the term of the bid proposal) n/a

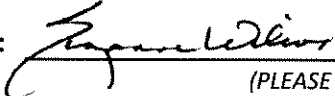
BUDGET YEAR 1

BUDGET YEAR 2

BUDGET YEAR 3

OTHER IMPLICATIONS (i.e., collective bargaining): n/a

STAFF RECOMMENDATION: (PLEASE SELECT): ☒ APPROVED ☐ NOT APPROVED

DEPARTMENT HEAD SIGNATURE:  Director, Dept of Planning and Dev.  
(PLEASE TYPE NAME, TITLE)

## **RESUME'**

**John R. Gazall, AIA, NCARB**  
**President**

### **Gazall, Lewis & Associates, Architects, Inc.**

Mott Foundation Building  
503 S. Saginaw Street – Suite 100  
Flint MI 48502  
810.239.4691

### **Years with Company**

44

### **Education**

University of Michigan	Lawrence Institute of Technology
College of Architecture and Urban Planning	Master of Architecture
Bachelor of Science in Architecture	

### **Registration**

Registered Architect in the State of Michigan, New York and Ohio  
National Council of Architectural Registration Board Certification (NCARB)

### **Instructor**

Baker College  
Architectural, Construction, Technology Program  
Site Plan Development, Building Codes, and Building Design

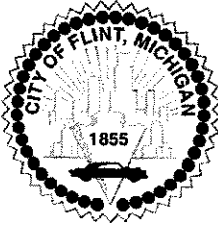
### **Professional Organizations**

Chairman - City of Flint Building Code Board of Appeals  
Chairman - City of Burton Building Code Board of Appeals  
Board Member - City of Flint Downtown Development Authority  
Executive Board Member - Back to the Bricks  
Director, Past President, Past Vice President and Past Secretary of the Flint Area  
Chapter of the American Institute of Architects (AIA Flint)  
Vice Chairman – Flint Township Planning Commission  
Member of the Michigan Society of Architects  
Member of the American Institute of Architects  
Member of the Michigan Society of Planning  
Member of the Genesee County Building Officials Association  
Member of the National Fire Protection Association (NFPA)  
Board Member and Past Vice President of Genesee County Agricultural Society  
Plan Reviewer for Flint Township and the State of Michigan  
President of Genesee County Restaurant Association  
Member of the Genesee Regional Chamber of Commerce (GRCC)  
Member of the Flint Institute of Arts  
President of the Wynwood Condominium Association  
Baker College Advisory Board Member  
Past Board Member of Flint Township C.B.D.A.

### **Honors & Awards**

Commendation Award – Business and Education Coordinating Council of the  
Genesee Regional Chamber of Commerce





RESOLUTION NO.:

210491

PRESENTED:

OCT - 6 2021

ADOPTED:

**RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF FLINT AND THE FLINT CHILDREN'S MUSEUM**

**BY THE MAYOR:**

**WHEREAS,** The City of Flint has title to certain real estate ID #41-07-180-004 and 41-07-180-003. The property address is 420E. Boulevard and commonly referred to as "The Old Farmers' Market." Uptown Redevelopment Corporation currently holds a lease on the property and has stated an intent to terminate that lease early in order to facilitate redevelopment of the property by the Flint Children's Museum (FCM).

**WHEREAS,** The Flint Children's Museum has requested the ability to purchase the listed property for the purpose of creating a new home for the Flint Children's Museum.


**WHEREAS,** A memorandum of understanding (MOU) has been placed before City Council in order to facilitate the exploration of the development of the property. The MOU allows the FCM to purchase on option for \$36,000 while it explores options to fundraise for the purpose of redeveloping the property.

**WHEREAS,** The MOU protects the interest of the City by retaining ownership of the property and not allowing mortgaging of same until transfer of ownership.

The MOU allows for the creation of a development agreement and transfer of ownership via quit claim deed.

**IT IS RESOLVED,** that the appropriate City Officials are authorized to enter the attached memorandum of understanding between the City of Flint and The Flint Children's Museum.

**APPROVED AS TO FORM:**

  
Angela Wheeler, Chief Legal Officer

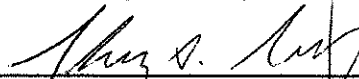
**APPROVED AS TO FINANCE**

  
Robert Widigan  
Interim Chief Financial Officer

**CITY COUNCIL:**

\_\_\_\_\_

**ADMINISTRATION:**

  
Sheldon A. Neeley, Mayor

Memorandum of Understanding  
Between  
The Flint Children's Museum  
And  
The City of Flint  
For Application To  
The Former Site of the Flint Farmers' Market

This Memorandum of Understanding (MOU) establishes an agreement between the Flint Children's Museum, a Michigan non-profit corporation, with principal place of business at 1602 University Ave., Flint, MI 48504, and the City of Flint, the local governing body, with principal offices at 1101 S. Saginaw St., Flint, MI 48502.

Summary – The Flint Children's Museum and the City of Flint intend to enter into an agreement designed to convert the property located at 467 E. Boulevard, currently owned by the City of Flint and commonly known as "the Old Farmers' Market", into the new location for the Flint Children's Museum – an interactive museum that has been providing early learning experiences through hands-on play and exploration for children ages birth through eight for more than 41 years.

Together, the Parties enter this Memorandum of Understanding to help facilitate the renovation and transfer of ownership of this property from the City of Flint to the Flint Children's Museum for the ongoing operation of the Flint Children's Museum.

A. **Purpose and Scope:** Together, the Flint Children's Museum and the City of Flint enter into this agreement to achieve the following results:

1. To renovate and convert the existing 14,000 square foot building into a unique, welcoming, and dramatically appealing children's museum serving children ages birth through eight and their families
2. To develop the attached outdoor space and pavilion - converting it into a natural, outdoor learning space with exhibits, eating areas, and green space for children and families
3. To pulverize, remove, and resurface the existing parking lot, and to install decorative fencing and lighting throughout

B. **Budget:** Based on estimates from Gazall Lewis Architects and Lurvey Construction, the estimated cost of the renovation of the building and site development is:

- a. \$2.73M – 2.93M: Renovation of existing building
- b. \$619,000 – 689,000: Site upgrades to accommodate outdoor learning space and parking lot

**C. Commitments:** The Flint Children's Museum and the City of Flint will each provide the following commitments to the partnership:

**a. Flint Children's Museum Commitments:**

- i. To campaign, promote, and raise the necessary funds for the project
- ii. To hire the necessary architect(s) and contractor(s) to successfully renovate the building and site
- iii. To apprise the City of progress on a regular basis - describing fundraising, design, permitting, construction, and commencement of operation
- iv. To maintain the location as a clean and safe project site upon transfer of ownership
- v. To relocate the Flint Children's Museum from its current location (1602 W. University Avenue) to this new location upon completion of the project
- vi. In the event that the FCM is unsuccessful in raising the funds and commencing construction by the date identified in the development agreement, the City of Flint will have the Right of First Refusal to purchase the property back for \$12,000 (1/3 the original option price).

**b. City of Flint Commitments:**

- i. To provide an option on the Property from the City of Flint to the Flint Children's Museum for the price of \$36,000
  1. The City of Flint, contingent upon City Council approval and early termination of the lease by Uptown, will provide FCM with the legal authority to enter and use the property including but not limited to environmental studies, non-destructive testing and construction of temporary structures.
  2. FCM will not be allowed to mortgage or otherwise use the property as collateral until the project is completed at which time the City of Flint will provide a quit claim deed for \$1.
  3. FCM can exercise the option to complete purchase of the property by
    - a. Entering into a development agreement with the city prior to the expiration of this MOU.
- ii. To provide expeditious processing of requests for planning/ zoning and building reviews
- iii. To support the Flint Children's Museum in applying for State and Federal funding to support the project where possible

**c. Joint Commitments**

- i. Both parties agree to promote and support the project publicly.
- ii. Both parties agree to work together to make the project successful.

**D. Consent and Termination:**

This MOU is at-will and may be modified or terminated by mutual consent of the Party's authorized officials. This MOU shall become effective upon signature of the authorized officials. This MOU shall expire on June 30, 2022.

**E. Authorized Officials:**

Flint Children's Museum Official: Kimberly Roddy, Executive Director

City of Flint Official: Sheldon A. Neeley, Mayor

Signatures:

Kimberly Roddy, Executive Director, Flint Children's Museum,

\_\_\_\_\_

Date: \_\_\_\_\_

Sheldon A. Neeley, Mayor, City of Flint

\_\_\_\_\_

Date: \_\_\_\_\_

**Signature:**

**Email:** cedwards@cityofflint.com



September 17, 2021

UPTOWN  
REINVESTMENT  
CORPORATION

GREGORY VIENER  
*Chair/Secretary*

TIM HERMAN  
*President*

JACK STOCK  
*Vice President*

DEB CHERRY  
*Treasurer*

UPTOWN  
REINVESTMENT  
CORPORATION

CHANCELLOR  
DEBASISH DUTTA

GREG FIEDLER

LOYST FLETCHER

KIAIRA MAY

BOBBY MUKKAMALA M.D.

ISAIAH OLIVER

JOSEPH PICHLA

City of Flint

Attn: Mayor Sheldon Neeley and Flint City Council  
1101 S. Saginaw St.  
Flint, MI 48502

Re: Old Farmers' Market

Dear Mayor Neeley and Flint City Council,

Uptown Reinvestment Corporation (URC) currently leases the old Flint Farmers' Market from the City of Flint. That lease expires on June 30, 2029 but has an option in favor of URC allowing it to renew the lease, at its sole option, for an additional 20 years. It is URC's intention to renew that lease for the additional 20-year period. A copy of that lease is available as part of the City's records but if a copy is needed for review, one can be provided.

The Flint Children's Museum has expressed an interest in relocating to the site of the Old Farmers' Market and has made these intentions known to URC. As part of that move, the Flint Children's Museum would spend significant sums of money to renovate to Old Farmers' Market so that it could become the Flint Children's Museum.

In the event the City of Flint would sell the old Farmers' Market property to the Flint Children's Museum, URC would agree to relinquish its leasehold interest in the property PROVIDED there is a deed restriction placed on the property as part of the sale that would require the property to be used only as a Children's Museum or in a similar fashion by a non-profit organization for the benefit of the public AND that the property may never be used as a Farmers' Market.

Sincerely,

Tim Herman  
President

503 S. SAGINAW STREET  
SUITE 1500  
FLINT, MI 48502

810.238.5555  
810.238.7807  
uptownreinvestment.org

Council members:

The following is the proposed Memorandum of Understanding between the City of Flint and the Flint Children's Museum (FCM) for the FCM to purchase the Old Farmer's Market (OFM) and make it the new home of the FCM.

The FCM currently has space at Kettering University, but has outgrown that space and Kettering has indicated a need to use that space so there is an urgency on the part of the FCM to move forward on acquiring new space.

Currently the OFM is under a long-term lease with Uptown Redevelopment. Uptown has indicated their willingness to break the lease in favor of this project for the FCM. That indication has only been in the form of an email and I have requested a formal agreement to memorialize.

Items to note:

- The property is approximately 4 acres
- The City assessor values the land at approximately \$166,000
- Single use/ and short story buildings are not the best fit for downtown construction
- Surface parking is not the ideal use for downtown settings
- The Children's museum would not pay taxes on the property
- There has been market inquiries made on the space
- Time permitting – I would advise the City to enter into a development agreement on the space that demanded certain design elements and offered the property at below market costs to entice that development



RESOLUTION NO.: 220017

PRESENTED: JAN 19 2022

ADOPTED: \_\_\_\_\_

**DRAFT**

**RESOLUTION TO APPROVE A MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF FLINT AND  
THE FLINT POLICE OFFICERS' ASSOCIATION FOR DISCRETIONARY PAY**

**BY THE OFFICE OF THE MAYOR:**

Pursuant to the Flint City Charter, §4-406 (D), the Mayor shall submit to City Council for approval "...any amendments thereto before they become effective" relative to all collective bargaining contracts.

**WHEREAS**, the City of Flint and the Flint Police Officers Union (collectively "Parties") have entered into a Memorandum of Understanding ("MOU") in accordance with the Collective Bargaining Agreement ("CBA") effective through April 30, 2022; and

**WHEREAS**, *Article 16-Wages* of the CBA permits the assignment of discretionary pay in accordance with Rule XIV, Section 4 of the City Personnel Rules and Regulations; and

**WHEREAS**, the executed MOU regarding *Paid Time Off Grant; Application for Discretionary Wage Increase* allows employees to apply for discretionary pay; and

**WHEREAS**, the Parties wish to permit individuals with "discretionary pay" to receive a step increase during the term of the CBA; and

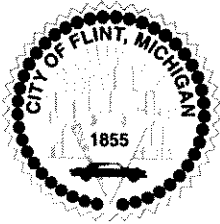
**WHEREAS**, the "increased discretionary pay" will be equal to the Compensation Schedule Step that is one step above their initial "discretionary pay;" and

**WHEREAS**, the "increased discretionary pay" will be effective when the Employee completes a year of City seniority between October 1, 2021 and April 30, 2022; and

**WHEREAS**, the assignment of "increased discretionary pay" does not confer any additional city, departmental, or classification seniority or any other benefits or entitlements under the CBA nor does it set precedent or entitle employees to any future increases; and

**WHEREAS**, *Article 16-Wages and Memorandum of Understanding regarding Paid Time Off Grant; Application for Discretionary Wage Increase* are not affected by this agreement.

**NOW THEREFOR BE IT RESOLVED** that the Flint City Council approves the MOU for "increased discretionary ay" pursuant to the Collective Bargaining Agreement between the City of Flint and the Flint Police Officers' Association.



RESOLUTION NO.: \_\_\_\_\_

PRESENTED: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

APPROVED AS TO FORM:

*Angela Wheeler*  
Angela Wheeler (Dec 29, 2021 13:13 EST)

Angela Wheeler, Chief Legal Officer

FOR THE CITY OF FLINT:

*CLYDE D EDWARDS*  
CLYDE D EDWARDS (Jan 11, 2022 16:41 EST)

Clyde Edwards, City Administrator

*Eddie Smith*  
Eddie Smith (Dec 21, 2021 12:25 EST)

Eddie Smith, Human Resource Director

APPROVED AS TO FINANCE:

*Robert J. F. Widigan*

Robert J. F. Widigan, Chief Financial Officer

APPROVED BY CITY COUNCIL:

Eric Mays, City Council President



**MEMORANDUM OF UNDERSTANDING**  
**CITY OF FLINT**  
**-and-**  
**FLINT POLICE OFFICER'S ASSOCIATION**

**Increased Discretionary Pay**

This Memorandum of Understanding ("MOU"), made on October 22, 2021, is between the City of Flint ("City") and the Flint Police Officer's Association ("Union").

**RECITALS**

The City and Union are parties to a Collective Bargaining Agreement ("CBA") that is effective through April 30, 2022;

*Article 16 – Wages* of the CBA permits the assignment of "discretionary pay" in accordance with Rule XIV, Section 4 of the City Personnel Rules and Regulations;

*A Memorandum of Understanding regarding Paid Time off Grant; Application for Discretionary Wage Increase* executed contemporaneously with the CBA permits current employees to apply for "discretionary pay;"

The parties wish to permit individuals with "discretionary pay" to receive a step increase during the term of the CBA; and

The parties commit their agreement to writing in this MOU;

**NOW, THEREFORE**, the parties agree as follows:

1. During the term of this MOU, Employees paid at a discretionary pay rate as outlined in Section 4 of *Article 16 – Wages*, or Section 3 of *Memorandum of Understanding regarding Paid Time off Grant; Application for Discretionary Wage Increase*, will receive "increased discretionary pay" in accordance with the following:
  - a. The "increased discretionary pay" will be equal to the Compensation Schedule step that is one step above their initial "discretionary pay."
  - b. The "increased discretionary pay" will be effective when the Employee completes a year of City Seniority between October 1, 2021, and April 30, 2022.
2. Assignment of increased discretionary pay does not confer any additional City, Departmental, or Classification seniority, or any additional benefits or entitlements under the CBA.
3. The increased discretionary pay does not set precedent or entitle Employees to any future increases in their pay.

4. The provisions of *Article 16 – Wages and Memorandum of Understanding regarding Paid Time off Grant; Application for Discretionary Wage Increase* are not affected by this MOU.

5. No other terms or conditions of employment are affected by this MOU. The remaining provisions of the CBA remain in full force and effect during the term of this MOU.

6. Upon ratification by the parties, this MOU will be effective from October 22, 2021, through April 30, 2022.

**IN WITNESS WHEREOF**, the parties executed this Memorandum of Understanding on the day and year first above written.

**City of Flint ("City")**

*Ed A. Smith - HR Director*  
\_\_\_\_\_  
H

*Mayor Khary Karp*  
\_\_\_\_\_  
*Chief John*  
\_\_\_\_\_

**Flint Police  
Officer's Association  
("Union")**

*V.P. Tom W.*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RESOLUTION: 220018.1

PRESENTED: February 9, 2022

ADOPTED: \_\_\_\_\_

**AMENDED RESOLUTION TO AUTHORIZE FOR COVID  
PREMIUM PAY FOR PUBLIC SAFETY PERSONNEL**

**BY THE MAYOR:**

The American Rescue Plan Act includes a provision for premium pay for essential workers performing during the COVID-19 pandemic. The City of Flint defines this Premium Pay as COVID Premium Pay; and

The Administration is recommending COVID Premium Pay compensation to qualifying public safety personnel. COVID Premium Pay will be paid to qualifying employees for hours worked during the period June 14, 2020, through June 12, 2021. Hours worked for overtime, standby and paid leave time will not be eligible for COVID Premium Pay with the exception of qualifying leave time paid under Coronavirus Local Fiscal Recovery Funds (CLFRF) and ARPA COVID pay relief. COVID Premium Pay shall be based upon regular shift hours (not to exceed 2,080 hours) for the entire qualifying period. Payment will be issued within thirty (30) days after review and final sign off by the City of Flint's ARPA administration, compliance and implementation firm. Employees must be actively employed by the City of Flint on the date of payment to qualify for COVID Premium Pay compensation, with exceptions made for any Flint Police Department sworn officer or Flint Fire Department certified fire suppression personnel who worked during the qualifying work period, but who lost his or her life up until the time that the COVID Premium Pay compensation is paid. COVID Premium Pay shall not be counted for retirement purposes, nor shall it be included in an employee's FAC (final average compensation). Funding for COVID Premium Pay shall come from the General Ledger Account No. 287-171.716-702.000; and

COVID Premium Pay will be paid to qualifying Flint Police Department sworn officers and Flint Fire Department certified fire suppression personnel. Each employee within the identified group will receive an additional \$5.00 per hour worked (not to exceed the maximum of \$5,200.00) during the time period listed above.

**IT IS RESOLVED**, that the appropriate city officials are authorized to do all things necessary to compensate qualifying essential workers meeting the criteria outlined above. Before COVID Premium Pay compensation is distributed, the City of Flint' ARPA administration, compliance and implementation firm shall be contracted withy and in place to review and ensure compliance with the latest U.S. Department of Treasury Interim final rules. COVID Premium Pay to be paid from the American Rescue Plan Act (ARPA) fund (287).

**APPROVED AS TO FORM:**

**APPROVED AS TO FINANCE:**

\_\_\_\_\_  
Angela Wheeler, Chief Legal Officer

\_\_\_\_\_  
Robert J.F. Widigan, Chief Financial Officer

**FOR THE CITY OF FLINT:**

**APPROVED BY CITY COUNCIL:**

\_\_\_\_\_  
Mayor Sheldon A. Neeley

\_\_\_\_\_  
Eric Mays, City Council President

## STAFF REVIEW

**DATE:** January 20, 2022

**Agenda Item Title:** Resolution to Authorize COVID Premium Pay for Public Safety Personnel

**Prepared By:** V. Foster

**Background/Summary of Proposed Action:**

The COVID-19 pandemic has been especially impactful to Public Safety first responders and support personnel. City workers have been required to operate in public and among residents of the city actively. Given that these employees have been working in potentially hazardous conditions due to the pandemic, the City is moving forward with a plan for premium pay to qualifying personnel.

The American Rescue Plan Act includes COVID Premium Pay as an eligible qualifying expense. Employees identified as those Police and Fire first responders (sworn personnel) required to interact with the public at this time as part of their regular job responsibilities will receive COVID Premium Pay for Public Safety Personnel pay.

COVID-19 Premium Pay will only apply to salary and wages and will not be factored into any retirement calculations. Approximately 163 qualified Public Safety employees eligible for Premium Pay at a total estimated cost of \$1,447,379. These numbers do not include the Chief of Police, the Deputy Chief of Police, the Fire Chief, or the Deputy Fire Chief. Payment will be issued within 30-days of the adoption of the resolution, as follows:

- Sworn Police Officers and Firefighters will receive \$5.00 per hour worked up to 2,080 hours (maximum \$10,400)
- Civilian Public Safety support personnel will receive \$2.50 per hour worked up to 2,080 hours (not to exceed the maximum \$5,200). This includes only non-union civilian personnel currently working in the Police and Fire Departments.
- Qualifying employees must have worked hours between the period June 14, 2020 and June 12, 2021. An employee must be actively employed at the time of payment to be included. Any personnel separating employment before that day will not be included.

The Human Resources Director, along with the appropriate department heads and the City Administrator, will determine which employees meet the eligibility criteria for COVID Premium Pay. Ernst & Young, as the City's ARPA compliance firm, will be required to review and approve the eligibility list to ensure compliance before payment can be made to qualifying personnel.

Funding for COVID Premium Pay will come from GL account #287-171.716-702.000

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

None

**Staff Person:** V. Foster

**Approval:** Robert J. F. Widigan



**RESOLUTION NO.:** 220019.1

**PRESENTED:** FEB - 9 2022

**ADOPTED:** \_\_\_\_\_

**RESOLUTION TO AUTHORIZE FOR COVID PREMIUM PAY  
FOR 1600, 1799, AND EXEMPT ESSENTIAL WORKERS**

**By the Mayor:**

**WHEREAS,** The American Rescue Plan Act includes a provision for premium pay for essential workers performing work during the COVID-19 pandemic. The City of Flint defines this Premium Pay as COVID Premium Pay.

**WHEREAS,** the administration is recommending COVID Premium Pay compensation to qualifying 1600, 1799, and exempt essential workers. COVID Premium Pay will be paid to qualifying 1600, 1799, and exempt personnel for hours worked during the period June 14, 2020 through June 12, 2021. Hours worked for overtime, standby, and paid leave time will not be eligible for COVID Premium Pay with the exception of qualifying leave time paid under Coronavirus Local Fiscal Recovery Funds (CLFRF) and ARPA COVID pay relief. COVID Premium Pay shall be based upon regular shift hours (not to exceed 2,080 hours) for the entire qualifying period. Payment will be issued within 60 (sixty) days after review and final sign off by the City of Flint's ARPA administration, compliance, and implementation firm. Employees must be actively employed by the City of Flint on the date of payment to qualify for COVID Premium Pay compensation. COVID Premium Pay shall not be counted for retirement purposes, nor shall it be included in an employee's FAC (final average compensation). Department and Division Heads, and elected officials are not included in COVID Premium Pay. Funding for COVID Premium Pay shall come from the general ledger account 287-171.716-702.000.

**WHEREAS,** COVID Premium Pay will be paid to qualifying 1600, 1799, and exempt personnel. Each employee within the identified group will receive an additional \$3.00 per hour worked (not to exceed the maximum of \$6,240.00) during the time period listed above.

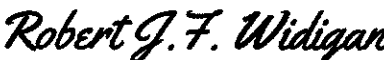
**IT IS RESOLVED,** that the appropriate City Officials are authorized to do all things necessary to compensate qualifying 1600, 1799, and exempt essential workers meeting the criteria outlined above and within the U.S. Department of the Treasury Interim Final Rules. Before COVID Premium Pay compensation is distributed, the City of Flint's ARPA administration, compliance, and implementation firm shall be contracted with and in place to review and ensure compliance with the latest US Department of the Treasury Interim final rules. COVID Premium Pay to be paid from the American Rescue Plan Act fund (287).

**APPROVED AS TO FORM:**

  
Angela Wheeler (Feb 7, 2022 12:10 EST)

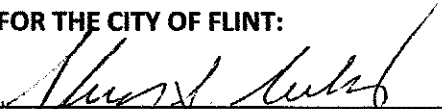
Angela Wheeler, Chief Legal Officer

**APPROVED AS TO FINANCE:**



Robert J.F. Widigan, Chief Financial Officer

**FOR THE CITY OF FLINT:**



Mayor Sheldon A. Neeley

**APPROVED BY CITY COUNCIL:**

\_\_\_\_\_  
Eric B. Mays, City Council President



## STAFF REVIEW

**DATE:** January 20, 2022

**Agenda Item Title:** Resolution to Authorize COVID Premium Pay for 1600, 1799, and Exempt Essential Workers

**Prepared By:** V. Foster

**Background/Summary of Proposed Action:**

City workers have been required to operate in public and among residents of the city actively during the COVID-19 pandemic. Given that these employees have been working in potentially hazardous conditions due to the pandemic, the City is moving forward with a plan for premium pay to qualifying personnel.

The American Rescue Plan Act includes COVID Premium Pay as an eligible qualifying expense. Employees identified as those 1600, 1799, and Exempt essential workers required to interact with the public at this time as part of their regular job responsibilities will receive COVID Premium Pay for essential workers.

COVID-19 Premium Pay will only apply to salary and wages and will not be factored into any retirement calculations. Approximately 265 qualified essential employees working in positions classified as 1600, 1799, and Exempt positions. The total estimated cost for 1600, 1799, and Exempt Premium Pay is projected to be \$1,272,705. Department heads, division managers, and elected officials are not included in COVID Premium Pay. Payment will be issued within 60-days of the adoption of the resolution, as follows:

- Qualified 1600, 1799, and Exempt essential workers will receive \$3.00 per hour worked up to 2,080 hours (not to exceed the maximum \$6,240).
- Qualifying employees must have worked hours between the period June 14, 2020 and June 12, 2021. An employee must be actively employed at the time of payment to be included. Any personnel separating employment before that day will not be included.

The Human Resources Director, along with the appropriate department heads and the City Administrator, will determine which employees meet the eligibility criteria for COVID Premium Pay. Ernst & Young, as the City's ARPA compliance firm, will be required to review and approve the eligibility list to ensure compliance before payment can be made to qualifying personnel.

Funding for COVID Premium Pay will come from GL account #287-171.716-702.000

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

None

**Staff Person:** V. Foster **Approval:** Robert J. F. Widigan

**Signature:**

**Email:**

the Treasury Interim final rules. COVID-19 Premium Pay to be paid from the American Rescue Plan Act (ARPA) Fund Account 287. [NOTE: Premium Pay will be paid to qualifying AFSCME Local 1600 and Local 1799 personnel, and exempt workers (an additional \$3.00 per hour worked between June 14, 2020, through June 12, 2021, not to exceed the maximum of \$6,240.00).] [NOTE: Resolution amended to add exempt workers.]

**220055**      Sale of City-Owned Land/420 East Boulevard Drive/Flint Children's Museum

Resolution resolving that the City of Flint do all things necessary to sell the Property [420 East Boulevard Drive] to the Flint Children's Museum subject to the Sublease Agreement, provided that within twenty-four (24) months of the effective date of such Sublease Agreement (attached) that the Flint Children's Museum will raise funds in the mount of three Million Dollars (\$3,000,000.00). Upon raising such funds, the City of Flint shall forthwith sell the Property to the Flint Children's Museum with a deed restriction that the Property must never be used as a farmers' market or used for the purpose of or operated in such a manner as to compete with the Flint Farmers' Market.

**220056**      CO#1/Contract/DTS Contracting, Inc./McKinley Community Center Renovations

Resolution resolving that the appropriate city officials are authorized to do all things necessary to complete a Change Order to the contract with DTS Contracting, Inc., for Phase Two Rehabilitation of McKinley Community Center, in an amount NOT-TO-EXCEED \$90,618.00, for a total contract amount NOT-TO-EXCEED \$270,438.00, as requested by Planning and Development.

**220057**      Agreement/City of Flint/County of Genesee/Flint Holding Facility Operation

Resolution resolving that the appropriate city officials are to do all things necessary to enter into an agreement with Genesee County for operation of the Flint Holding Facility for the period October 1, 2021, through September 30, 2022 [General Fund Professional Services Acct. No. 101-302.205-801.000.] [NOTE: The City of Flint Police Department includes a 110-person holding facility with the ability to hold detainees for up to 72 hours. The Genesee County Sheriff currently operates the holding facility. The city and the sheriff have agreed to the terms of a contract for the sheriff to continue operating the facility for a contract price NOT-TO-EXCEED \$2,558,516.00. The agreement is contingent on the city receiving funding from the State of Michigan to pay the full costs of the contract and the Sheriff receiving a continued waiver from the Michigan Department of Corrections.]

**220058**      Budget Amendment/Transfer of Funds/FY2022 Second Quarter Budget Amendment

Resolution resolving that the appropriate city officials, upon City Council's approval, are hereby authorized to do all things necessary to incorporate the approved appropriation changes into the FY2022 operating budget of the City of Flint. [NOTE: Adjustments are needed in the General Fund, Major Streets Fund, Water



220055

FEB - 9 2022

RESOLUTION NO.: \_\_\_\_\_

PRESENTED: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

**RESOLUTION TO APPROVE**

**SALE OF 420 E. BOULEVARD, FLINT, MICHIGAN 48503**

**BY THE MAYOR:**

**WHEREAS,** The City of Flint owns the property commonly known as 420 E. Boulevard, Flint, Michigan 48503, hereinafter the "Property".

**WHEREAS,** the City of Flint is the Landlord for the Property under a Restated Flint City Market Lease Agreement dated July 14, 2009, with the Tenant being Uptown Reinvestment Corporation, Inc.

**WHEREAS,** The Flint Children's Museum has expressed its interest in purchasing the Property, provided they can raise funding in the amount of Three Million Dollars (\$3,000,000.00).

**WHEREAS,** the City of Flint is desirous of selling the Property to The Flint Children's Museum for the sum of Thirty-six Thousand and no/100 Dollars (\$36,000.00), subject to the Sublease Agreement attached as **Exhibit 1** and provided the Flint Children's Museum can raise funding in the amount of Three Million Dollars (\$3,000,000.00).

**WHEREAS,** Uptown Reinvestment Corporation, Inc. has expressed its interest in relinquishing its leasehold interest in the Property provided that, The Flint Children's Museum enter into a Sublease Agreement in the form attached as **Exhibit 1** with the condition that upon the sale of the Property, a deed restriction shall be placed on the Property, specifically that the Property must never be used as a farmers' market or used for the purpose of or operated in such a manner as to compete with the Flint Farmers' Market.

**THEREFORE BE IT RESOLVED,** that the City of Flint do all things necessary to sell the Property to The Flint Children's Museum subject to the Sublease Agreement attached as **Exhibit 1**, provided that within twenty-four (24) months of the effective date of such Sublease Agreement that The Flint Children's Museum will raise funds in the amount of Three Million Dollars (\$3,000,000.00). Upon raising such funds, the City of Flint shall forthwith sell the Property to The Flint Children's Museum with a deed restriction that the Property must never be used as a farmers' market or used for the purpose of or operated in such a manner as to compete with the Flint Farmers' Market.

**APPROVED AS TO FORM:**

**APPROVED AS TO FINANCE:**

Angela Wheeler, Chief Legal Officer

\_\_\_\_\_  
Robert J.F. Widigan, Chief Financial Officer





**FOR THE CITY OF FLINT:**

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**Clyde Edwards, City Administrator**

**APPROVED BY CITY COUNCIL:**

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**Eric B. Mays, City Council President**



## CITY OF FLINT

### RESOLUTION STAFF REVIEW FORM

**TODAY'S DATE:** January 28, 2022

**BID/PROPOSAL#**

**AGENDA ITEM TITLE:** RESOLUTION TO APPROVE SETTLEMENT TO APPROVE  
SALE OF 420 E. BOULEVARD, FLINT, MICHIGAN 48503

**PREPARED BY:** Vicky Cooper / Legal Department

**VENDOR NAME:** N/A

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

The City of Flint owns the property commonly known as 420 E. Boulevard, Flint, Michigan 48503. The City is the Landlord for the Property under a Restated Flint City Market Lease Agreement dated July 14, 2009, with the Tenant being Uptown Reinvestment Corporation, Inc. The Flint Children's Museum has expressed its interest in purchasing the Property, provided they can raise funding in the amount of Three Million Dollars (\$3,000,000.00). The City of Flint is desirous of selling the Property to The Flint Children's Museum for the sum of Thirty-six Thousand and no/100 Dollars (\$36,000.00), subject to the Sublease Agreement attached as Exhibit 1 and provided the Flint Children's Museum can raise funding in the amount of Three Million Dollars (\$3,000,000.00).

Uptown Reinvestment Corporation, Inc. has expressed its interest in relinquishing its leasehold interest in the Property provided that, The Flint Children's Museum enter into a Sublease Agreement in the form attached as Exhibit 1 with the condition that upon the sale of the Property, a deed restriction shall be placed on the Property, specifically that the Property must never be used as a farmers' market or used for the purpose of or operated in such a manner as to compete with the Flint Farmers' Market. THEREFORE, the City request to sell the Property to The Flint Children's Museum subject to the Sublease Agreement attached as Exhibit 1, provided that within twenty-four (24) months of the effective date of such Sublease Agreement that The Flint Children's Museum will raise funds in the amount of Three Million Dollars (\$3,000,000.00).

Upon raising the funds, the City of Flint shall forthwith sell the Property to The Flint Children's Museum with a deed restriction that the Property must never be used as a farmers' market or used for the purpose of or operated in such a manner as to compete with the Flint Farmers' Market.

**FINANCIAL IMPLICATIONS:** None immediately

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



## SUBLEASE AGREEMENT

This Sublease Agreement (the "Agreement") is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2022 (the "Effective Date") by and between **Uptown Reinvestment Corporation, Inc.**, a Michigan nonprofit corporation (Sublessor), 503 S. Saginaw Street, Ste. 1200, Flint, MI 48502, **The Flint Children's Museum**, a Michigan nonprofit corporation (Sublessee), 1602 W. University Ave., Flint, MI 48504 and the City of Flint, 1101 S. Saginaw St., Flint, MI. 48502. Each party is individually referred to as a "Party" and collectively as the "Parties".

### RECITALS

WHEREAS, Sublessor owns and operates a farmers' market within the City of Flint known as the Flint Farmers' Market currently located at 300 E 1st St, Flint, MI 48502.

WHEREAS, Sublessor entered into a Restated Flint City Market Lease Agreement, effective July 14, 2009, a copy of which is attached as **Exhibit A**, hereinafter "Market Lease Agreement" concerning the property commonly known as 420 E. Boulevard, Flint, MI 48503, hereinafter, "Old Farmers' Market" or "Premises", such property being owned by the City of Flint.

WHEREAS, the Market Lease Agreement expires on June 30, 2029, but provides an option for renewal in favor of Sublessor allowing Sublessor, at its sole option, to renew the Market Lease Agreement for an additional twenty (20) years. It is Sublessor's intention to renew such Market Lease Agreement.

WHEREAS, Sublessee operates a children's museum in the City of Flint at its current address of 1602 W. University Ave., Flint, MI 48504. Sublessee has expressed an interest in relocating its museum to the site of the Old Farmers' Market and has expressed such intention to Sublessor provided Sublessee can raise funds in the amount of Three Million and no/100 Dollars (\$3,000,000.00) to renovate the Old Farmers' Market property and to ultimately purchase the Old Farmers' Market from the City of Flint.

WHEREAS, the City of Flint has authorized by Resolution, attached hereto as **Exhibit B**, the Sublease of the Old Farmers' Market property to Sublessee, the sale of the Old Farmers' Market property to Sublessee for a sum of Thirty-Six Thousand and no/100 Dollars (\$36,000.00), subject to a certain deed restriction described herein below, provided that Sublessee can raise funds in the amount of amount of Three Million and no/100 Dollars (\$3,000,000.00) within 24 months from the Effective Date of this Agreement.

WHEREAS, in accordance with such Resolution, Sublessor agrees to sublet the Old Farmers' Market property to Sublessee for a period of twenty-four (24) months. Sublessee shall then have such twenty-four (24) month period to raise funds in the amount of Three Million and no/100 Dollars (\$3,000,000.00). Upon raising such funds and providing proof of same to the satisfaction of Sublessor and the City of Flint, Sublessor shall then relinquish its leasehold interest in the Old Farmers' Market property allowing such property to be sold to Sublessee providing that as part of the sale there is a deed restriction placed on the Old Farmers' Market property that the Old Farmers' Market property shall never be used as a farmers' market or used for the purpose of or operated in such a manner as to compete with the Flint Farmers' Market.

WHEREAS, the Parties mutually agree to enter into this Agreement pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, for good and valuable consideration, and in consideration of the mutual covenants set forth herein, and with the intent to be legally bound hereby, the Parties agree as follows:

1. INCORPORATION OF RECITALS. All of the above Recitals, being true and accurate in all respects, are hereby incorporated into this Agreement by reference as though fully set forth herein.

2. TERM OF THE AGREEMENT. The term of this Agreement shall begin on the Effective Date of this Agreement and continue for a period of twenty-four (24) months (the "Term") unless otherwise extended by Sublessor at Sublessor's sole discretion.

3. RENT. Rent of \$1.00 per year shall be paid by Sublessee to Sublessor, payable in advance on or before the Effective Date and on each anniversary thereafter.

4. SUBLEASE. By signing this Agreement, Sublessor hereby sublets the entire Premises as defined under the Market Lease Agreement attached as **Exhibit A** to Sublessee, defined herein as the "Old Farmers' Market" and/or "Premises". Except as otherwise provided in this Agreement, Sublessee hereby accepts all the terms and conditions of the Market Lease Agreement and assumes all rights and responsibilities as the "Tenant" under the Market Lease Agreement attached hereto as **Exhibit A**, subject to Sublessor and Sublessee coming to an agreement between themselves prior to the Effective Date of this agreement as to whether Sublessor or Sublessee shall pay all taxes, insurance, maintenance and capital improvements as defined and identified in paragraph 5 of the Market Lease Agreement and Sublessor's approval of any inspections of the Premises that Sublessee desires to conduct.

5. LAWS AND ORDINANCES. Sublessee shall comply with all federal, state and local laws including that Sublessee shall comply with the applicable municipal ordinances concerning signage as required under the Market Lease Agreement.

6. FUNDRAISING. During the Term of this Agreement, Sublessee shall begin a campaign to raise funds in the amount of Three Million and no/100 Dollars (\$3,000,000.00) to purchase and renovate the Old Farmers Market so that it can be utilized as a home for the Flint Children's Museum. Once Sublessee raises such funds, Sublessee shall provide proof of same in a form acceptable to Sublessor and the City of Flint, at which time Sublessor shall relinquish its leasehold interest in the Premises and the City of Flint shall sell the Old Farmers Market property to Sublessee pursuant to the terms of paragraph 7 of this Agreement. If Sublessee is unable to raise such funds by the end of the Term of this Agreement, unless this Agreement is otherwise extended by Sublessor at Sublessor's sole discretion, this Agreement shall terminate pursuant to paragraph 10 of this Agreement and Sublessor shall be returned to its original position under the Market Lease Agreement and Sublessee shall have no further right, title or interest in the Old Farmers' Market property.

7. SALE OF PROPERTY AND RELEASE OF LEASEHOLD INTEREST. Provided that Sublessee with first right of refusal based on its sublessee status has complied with all the terms and conditions required under this Agreement and the Resolution attached as **Exhibit B**, Sublessor will relinquish its leasehold interest in the Old Farmers' Market property at the end of

the Term, or sooner by agreement of the Parties, and the City of Flint shall sell the Old Farmers' Market property to Sublessee for the sum of Thirty Six Thousand and no/100 Dollars (\$36,000.00), including the deed restriction described below in paragraph 8 being placed on the Old Farmers' Market property and made a part of the conveyance.

8. DEED RESTRICTION. If the Old Farmers' Market property shall be sold by the City of Flint to Sublessee pursuant to the Resolution attached as **Exhibit B** and this Agreement, as part of the conveyance, there must be a deed restriction placed on the Old Farmers' Market property as follows:

"the property legally described as PART OF SECTION 7, INDIAN RESERVATION OF ELEVEN SECTIONS AT AND NEAR THE GRAND TRAVERSE ON FLINT RIVER; BEG AT INTERSEC OF ELY LINE OF E BOULEVARD DR WITH NLY LINE OF JOHN LUCAS REPLAT OF PART OF JOHN W. BIRCHMORES ADDITION; TH N 31 DEG 19 MIN E ALONG SD ELY LINE, 269.48 FT; TH S 58 DEG 41 MIN E, 463.04 FT; TH S 37 DEG 54 MIN 51 SEC W, 124.02 FT; TH S 33 DEG 08 MIN 03 SEC W, 192 FT; TH S 37 DEG 54 MIN 51 SEC W, 90 FT; TH S 47 DEG 36 MIN 36 SEC W TO SD NLY LINE; TH N 34 DEG 05 MIN W ALONG SD NLY LINE TO POB; ALSO A CONTIGUOUS PART OF UNNUMBERED LOTS IN BLKS H AND K OF JOHN LUCAS REPLAT OF PART OF JOHN W BIRCHMORES ADDITION; DESC AS BEG AT INTERSEC OF NLY LINE OF SD REPLAT WITH ELY LINE OF E BOULEVARD DR; TH S 31 DEG 19 MIN W ALONG SD ELY LINE 226.2 FT; TH S 58 DEG 41 MIN E, 405.21 FT; TH N 47 DEG 36 MIN 36 SEC E TO SD NLY LINE; TH N 34 DEG 05 MIN W ALONG SD NLY LINE TO POB shall never be used as a farmers' market nor be used for the purpose of or operated in such a manner as to compete with the Flint Farmers' Market."

9. BREACH. Failure of Sublessee to comply with any of the provisions, covenants, terms or conditions of this Agreement, the Market Lease Agreement attached as **Exhibit A**, or the Resolution attached as **Exhibit B**, shall be a breach of this Agreement. Sublessee acknowledges that any breach by Sublessee may result in termination pursuant to Paragraph 10 of this Agreement.

10. TERMINATION. This Agreement shall terminate at the end of the Term unless otherwise extended by Sublessor at Sublessor's sole discretion, in writing in accordance with the terms of **Exhibit A**. Upon termination, Sublessee shall have no further right, title or interest in the Premises. If Sublessor is in breach of this Agreement pursuant to paragraph 9 above, Sublessor may terminate this Agreement by providing 30 days' written notice to Sublessee of such termination. Upon such termination, Sublessee shall have no further right, title or interest in the Premises.

11. WAIVER AND LIABILITY RELEASE. Sublessee will be liable for and indemnify Sublessor for any damages, legal actions and claims that may arise from Sublessee's use or occupancy of the Premises and/or as a consequence of the actions of Sublessee or any of Sublessee's entities, officers, directors, employees, agents, volunteers, and contractors. Sublessee hereby indemnifies, releases and holds harmless Sublessor and its related and affiliated entities, officers, directors, employees, agents, volunteers, and contractors from any claim, demand, loss, liability, illness, death, damages, and attorney fees and costs whatsoever arising from, related to, or resulting from Sublessee's use or occupancy of the Premises and/or as a consequence of the actions of Sublessee or any of Sublessee's entities, officers, directors, employees, agents, volunteers, and contractors, including any such claim, demand, loss,

liability, illness, death, damages, and attorney fees and costs related to COVID-19 suffered by Sublessee or any of Sublessee's associates, guests, invitees, contractors, and all other persons who come in contact with Sublessee or Sublessee's associates, guests, invitees, or contractors during the use or occupancy of the Premises. Sublessee further agrees to comply with all federal, state, and local laws, ordinances and executive orders, including the guidelines and requirements of the CDC, MIOSHA and any other such authority applicable to Sublessee, including such laws, ordinances, executive orders, guidelines and requirements related to COVID-19 and/or the COVID-19 pandemic. In addition, Sublessee agrees to provide an insurance policy naming Sublessor as and additional insured covering these risks.

12. OPPORTUNITY TO REVIEW. The Parties represent and warrant that they have had the opportunity review this Agreement and consult with competent, independent, legal counsel of their choosing, if any. Sublessee fully understands the terms and conditions set forth herein and agrees to be bound by the same.

13. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties. No other agreements, understandings or representations of any kind are made by the Parties to this Agreement unless expressly stated herein. No modification or change in the Agreement shall be valid or binding upon the Parties unless in writing, and executed by the Parties to be bound hereto.

14. CAPTIONS. Captions to paragraphs or sections of this Agreement have been included solely for the sake of convenient reference and are entirely without substantive effect.

15. GOVERNING LAW. This Agreement shall be construed in accordance with, and governed by the provisions of the laws of the State of Michigan applicable to contracts made and entered into within such state and without reference to choice of law principles; any and all disputes arising out of this Agreement must be brought in Genesee County, Michigan.

16. ASSIGNMENT. Sublessee has no right to assign Sublessee's rights in this Agreement.

17. SEVERABILITY. Each provision of this Agreement is intended to be severable. If any term or provision is held to be invalid, void, or unenforceable by a court of competent jurisdiction for any reason whatsoever, such ruling shall not affect the validity of the remainder of this Agreement.

18. COUNTERPARTS. This Agreement may be executed in any number of counterparts and in electronic format, each of which when so executed and delivered (whether electronically or otherwise) shall be taken to be an original; but such counterparts shall together constitute one and the same document.

IN WITNESS WHEREOF, the Parties have executed this Agreement and intend to be bound thereby as of the Effective date stated above.

[Signatures on following page]

**SUBLESSOR**

Uptown Reinvestment Corporation, Inc.

\_\_\_\_\_ Date: \_\_\_\_\_

By: Timothy W. Herman  
Its: President

**SUBLESSEE**

The Children's Museum

\_\_\_\_\_ Date: \_\_\_\_\_

By: Dolores Sharpe  
Its: President

**CITY OF FLINT**

\_\_\_\_\_ Date: \_\_\_\_\_

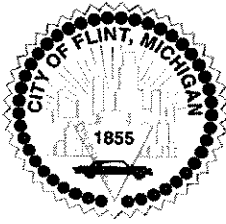
By: Sheldon Neeley, Mayor of the City of Flint

Approved as to form:

\_\_\_\_\_ Date: \_\_\_\_\_

By: Angela Wheeler, Attorney for the City of Flint





RESOLUTION NO.: 220056

PRESENTED: FEB - 9 2022

ADOPTED: \_\_\_\_\_

**RESOLUTION AUTHORIZING CHANGE ORDER TO DTS CONTRACT FOR PHASE TWO  
REHABILITATION OF MCKINLEY COMMUNITY CENTER**

**BY THE CITY ADMINISTRATOR:**

**WHEREAS**, the City has previously entered into a contract with DTS Contracting, Inc., in the amount of \$179,820.00 in order to complete Phase Two rehabilitation of McKinley Community Center; and

**WHEREAS**, as a direct result of the COVID-19 Pandemic, material and labor costs have increased significantly since the original bid was accepted; and

**WHEREAS**, in order to complete the work necessary to fully rehabilitate McKinley Community Center, additional funding in the amount of \$90,618.00 is needed for a total contract amount not to exceed \$270,438.00; and

**WHEREAS**, additional funding has been identified in the following accounts, and grant codes and accounts have been established as follows:

Dept.	Name of Account	Account Number	Grant Code	Amount
DPD	Community Development Block Grant	274-748.214-805.057	FHUD-CDBG20	\$90,618.00

**IT IS RESOLVED** that the appropriate City officials are authorized to do all things necessary to complete a change order to the DTS Contract for Phase Two Rehabilitation of McKinley Community Center to add \$90,618.00 for a total contract amount not to exceed \$270,438.00.

**APPROVED AS TO FINANCE:**

Robert J. F. Widigan

Robert Widigan, Chief Financial Officer

**APPROVED AS TO FORM:**

Angela Wheeler  
Angela Wheeler (Jan 28, 2022 10:36 EST)

Angela Wheeler, Chief Legal Officer

**ADMINISTRATION:**

CLYDE D EDWARDS  
CLYDE D EDWARDS (Feb 1, 2022 13:33 EST)

Clyde Edwards, City Administrator

**CITY COUNCIL:**

Eric Mays  
Eric Mays, City Council President





## CITY OF FLINT

**FINANCE APPROVAL:**

Martita Moffett-Page  
Martita Moffett-Page (Jan 28, 2022 11:34 EST)

**Date:** \_\_\_\_\_

**WILL YOUR DEPARTMENT NEED A CONTRACT?** YES ☒ NO ☐

*(If yes, please indicate how many years for the contract)* 1 YEARS

**WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: (This will depend on the term of the bid proposal)**

**BUDGET YEAR 1** \$90,618 CO to existing contract – total amount of \$270,438.00

**BUDGET YEAR 2**

**BUDGET YEAR 3**

**OTHER IMPLICATIONS (i.e., collective bargaining):**

**STAFF RECOMMENDATION: (PLEASE SELECT):** ☒ **APPROVED** ☐ **NOT APPROVED**

**DEPARTMENT HEAD SIGNATURE:**

Suzanne Wilcox

*(Suzanne Wilcox, Director of Planning and Development)*

## PROPOSAL NO. 20-00864 - RENOVATIONS TO MCKINLEY COMMUNITY CENTER

## BID/TENDER FORM

FOR: Renovations to McKinley Community Center  
249 Peer Avenue,  
Flint, Michigan 48502

DATE: May 13, 2021  
NAME OF BIDDER: DTS Contracting, Inc  
ADDRESS: 21365 Goldsmith St. Farmington Hills, MI 48335  
TELEPHONE: (248) 755-2606  
E-MAIL ADDRESS: dtsonline@hotmail.com

TO: The City of Flint (hereinafter called "Owner")

The Bidder, in compliance with the invitation for bids for work on the Renovations for McKinley Community Center (CHMP Project No. 18001300) having examined the Contract Documents prepared by CHMP, Inc., and other related documents and being familiar with site of proposed work, and with all conditions surrounding construction of proposed project including availability of materials and labor, hereby propose to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, perform all work, provide all services, and to construct all work for the options which are being bid on, in accordance with Contract Documents, within time set forth herein, at prices stated below. These prices are to cover all expenses incurred in performing work required for these options under Contract Documents, of which this Bid/Tender is a part.

Successful bidder agrees to provide performance and payment bonds written by surety acceptable to Owner. Made in favor of Owner as obligee.

## BID:

Bidder agrees to perform all work, as described in the Contract Documents, for Lump Sum\* of

two hundred & seventy thousand - four hundred & thirty eight dollars (\$ 270,438)

Note: This amount should not include the optional deductions or additions.

Bidder, if awarded a Contract, hereby agrees to fully complete the project within 90 consecutive calendar days after given a "Notice to Proceed".

FEES FOR CHANGE IN WORK

The undersigned agrees that if awarded the contract for this work, it will, upon request by the Owner, perform additional work or omit specified work, or cause same to be performed or omitted by subcontractors, for the following percentage fees which have been computed in accordance with requirements set forth in the specifications.

Work By Prime Contractor's Own Forces 5 %  
Work By Subcontractor's Forces 10 %

It is agreed that in this context a subcontractor shall be as specified in Article 5 of the General Conditions.

### ALTERNATES

The following alternates shall be expressed in words and figures as an Addition or Deduction to Base Bid.

Alternate No. 1, Omit air conditioning including the condensers, concrete slab, access door, and security fence. DEDUCT the sum twenty Six Thousand four hundred & twenty

dollars & zero cents.

(\$ 26,420.<sup>00</sup>)

Alternate No. 2, Omit painting exterior of steel building. DEDUCT the sum of \_\_\_\_\_

Seven thousand five hundred -

(\$ 7,500.<sup>00</sup>)

Alternate No. 3, Remove damaged furniture and other items from interior of building to facilitate renovations. The extent of such work to be determined during site visit. ADD the sum of - IN Bid -

Allowance Per Addendum #2 - "3,500.<sup>00</sup>"

(\$ \_\_\_\_\_)

### UNIT PRICES

Bidder agrees to provide additional work if requested by the Owner at the unit prices indicated below. Unit prices shall include all necessary work, plus cost for delivery, installation, insurance, overhead, profit and applicable taxes.

Price No. 1: Remove existing and install new 5/8" drywall system at walls and paint

ADD  
\$ 5.<sup>10</sup> /SF

Price No. 2: Remove existing and install new 1/2" CDX plywood roof decking

\$ 5.<sup>25</sup> /SF

Price No. 3: Remove existing and install new 1/2" CDX plywood wall sheathing

\$ 5.<sup>25</sup> /SF

CITY OF FLINT, MICHIGAN

PROPOSAL NO. 20000564 - RENOVATION TO MCKINLEY COMMUNITY CENTER

PROPOSED SUBSTITUTIONS

The undersigned submits for consideration by the Owner and/or the Architect-Engineer the Proposed Substitutions as listed hereinafter, each item being offered as a substitute for the referenced specified item which was used in compiling the Lump Sum Price of this Proposal.

<u>Proposal Item</u>	<u>Proposed Substitution</u>	<u>Add</u>	<u>Deduct</u>
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$

The bidder agrees that the Owner may accept or reject any or all of the above Proposed Substitutions, and that the work applicable to any items which are accepted will be performed in accordance with the requirements of the drawings and specifications.

Bidder understands that the Owner reserves right to reject any or all Bid/Tenders and to waive any informalities or irregularities herein.

Upon notice of acceptance of this Bid/Tender, bidder may be required to execute Contract Agreement and deliver properly executed Performance and Payment Bonds to Owner within 15 days.

Bidder acknowledges receipt of following addenda:

Addendum #1 Feb 20, 2020 No Date on Document  
Addendum #2 Feb 14, 2020

CERTIFICATION OF SITE VISIT

The undersigned hereby affirms that is has complied with the requirement for visiting the site.

ADDRESS, LEGAL STATUS, AND SIGNATURE OF BIDDER

The undersigned does hereby designate the address, given below, as the legal address to which all notices, directions, or other communications may be served or mailed.

P.O. Box (if applicable)

Street 21365 Goldsmith St  
City Farmington Hills State MI Zip Code 48335

CITY OF FLINT, MICHIGAN

PROPOSAL NO. 20000564 - RENOVATION TO MCKINLEY COMMUNITY CENTER

The undersigned does hereby declare that it has the legal status checked below.

\_\_\_\_\_  
Individual  
\_\_\_\_\_  
Co-Partnership  
\_\_\_\_\_  
✓ Corporation Incorporated under the laws and State of MI

The names and address of all persons indicated as partners in this Bid Proposal are as follows:

<u>NAME</u>	<u>ADDRESS</u>
<u>TOMA STANAS</u>	<u>2136 GOLDSMITH ST, FARMINGTON HILLS, MI</u> <u>48335</u>
_____	_____
_____	_____
_____	_____

This Bid Proposal is submitted in the name of:

DTS CONTRACTING INC  
(Name of Contractor)

By [Signature]  
Title PRESIDENT

Signed and sealed this 25<sup>th</sup> Day of FEBRUARY, 20 20

INSTRUCTIONS: Please submit one (1) original and two (2) copies.

CITY OF FLINT, MICHIGAN

PROPOSAL NO. 20000564 -- RENOVATION TO MCKINLEY COMMUNITY CENTER

**CERTIFICATION FORM (must be completed and included with submittal)**

**Certification Form Note**

THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE SUBMITTAL: The undersigned hereby certifies, on behalf of the Respondent named in this Certification (the "Respondent"), that the information provided in this RFP submittal to City of Flint is accurate and complete, and I am duly authorized to submit same. I hereby certify that the Respondent has reviewed this RFP in its entirety and accepts its terms and conditions.

  
(Signature of Authorized Representative)

Toma STANAS  
(Typed Name of Authorized Representative)

PRESIDENT  
(Title) 2/25/20  
(Date)

21365 GOLDSMITH ST  
(Address)

FARMINGTON HILLS, MI 48335  
(City, State, Zip Code)

248-755-2606  
(Phone Number)

✓  
(Fax Number)

dtsonline@hotmail.com  
(Email address)

**Please submit original documents plus one copy.**

New vendors are required to complete and submit an IRS W-9 Form and Vendor ACH Form with the City of Flint. Link is available at <https://www.cityofflint.com/finance/accounts-payable-department/>

Bid results may be viewed next business day online at <https://www.cityofflint.com/purchasing> under "bid results".

**PROPOSAL RESPONSES MUST BE RECEIVED AND TIME STAMPED NO LATER THAN THE PUBLIC PROPOSAL OPENING DATE AND TIME (LOCAL TIME) SPECIFIED ABOVE. PROPOSALS WILL BE OPENED AND READ ALOUD AT THAT TIME IN THE PROCUREMENT SERVICES DIVISION. LATE PROPOSALS WILL NOT BE CONSIDERED.**



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CITY OF FLINT, MICHIGAN

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PROPOSAL NO. 20000564 – RENOVATION TO MCKINLEY COMMUNITY CENTER

<input checked="" type="checkbox"/>	<b>SUBMITTAL CHECKLIST</b> <b>(PROPOSAL PACKET SHOULD BE RETURNED IN ITS ENTIRETY)</b>
<input checked="" type="checkbox"/>	ORIGINAL PROPOSAL
<input checked="" type="checkbox"/>	Three (3) COPIES OF PROPOSAL
<input checked="" type="checkbox"/>	ADDENDA NUMBER ACKNOWLEDGED, IF APPLICABLE
<input checked="" type="checkbox"/>	REFERENCES
<input checked="" type="checkbox"/>	PROPOSAL PRICING (INCLUDING UNIT PRICES, WHERE REQUIRED)
<input checked="" type="checkbox"/>	COMPLETED IRS-Form W-9
<input checked="" type="checkbox"/>	CERTIFICATE OF LIABILITY INSURANCE
<input checked="" type="checkbox"/>	<b>PERFORMANCE AND PAYMENT BONDS: SUCCESSFUL BIDDER SHALL BE REQUIRED TO FURNISH PERFORMANCE, AND LABOR/MATERIAL BONDS IN AN AMOUNT EQUAL TO ONE HUNDRED PERCENT (100%) OF THE CONTRACT AMOUNT. SURETY ON SUCH BONDS SHALL BE A DULY AUTHORIZED COMPANY SATISFACTORY TO THE CITY.</b>
<input checked="" type="checkbox"/>	CERTIFICATION/PROPOSAL SIGNATURE AFFIDAVIT PAGE, COMPLETED, WITH SEAL (IF CORPORATION) NOTARY PUBLIC AND AUTHORIZED SIGNATURE

**SPECIAL CONDITIONS**

**NON-EXCLUSIVITY:**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Vendor.

**WARRANTY:**

Complete warranty information detailing period and coverage must be submitted.

**VENDOR QUALIFICATIONS:**

Vendor will provide a general history, description and status of their Company.

Results may be viewed next business day online EXCEPT when a bid is under review. The bidders/public will only see the names of the bidders that submitted a bid, not their cost. This will protect the bidders cost in case there is a re-bid.

<https://www.cityofflint.com/finance/purchasing/results/> under "bid results".

## REFERENCES

The Offer must list four (4) references, listing firm name, address, telephone number and contact person to whom they have provided similar equipment, material or services for a period of not less than six (6) months. Additional references may be required. If Offer or is a new business, provide references that will enable the County to determine if Offer or is responsible.

COMPANY NAME:	GRANDOL INC
ADDRESS:	27455 GODDARD RD
	ROMULUS, MI 48174
CONTACT PERSON:	WENDEL MARTIN
TELEPHONE NUMBER:	734-558-4222

COMPANY NAME:	W3 CONSTRUCTION CO
ADDRESS:	7601 SECOND AVE
	DETROIT, MI 48202
CONTACT PERSON:	KEVIN WATSON
TELEPHONE NUMBER:	313-477-1295

COMPANY NAME:	MCCARTHY & SMITH INC
ADDRESS:	24317 INDOLEX CIR
	FARMINGTON HILLS, MI 48335
CONTACT PERSON:	BRIAN MESAMAN
TELEPHONE NUMBER:	248-508-0878

REFERENCES

COMPANY NAME:	AUCH CONSTRUCTION CO
ADDRESS:	65 UNIVERSITY DR
	PONTIAC, MI 48342
CONTACT PERSON:	CHRIS DEEW
TELEPHONE NUMBER:	248-912-9218

STATE THE NUMBER OF YEARS IN BUSINESS:	20 YEARS
STATE THE CURRENT NUMBER OF PERSONNEL ON STAFF:	30 EMPLOYEES

CITY OF FLINT, MICHIGAN AFFIDAVIT

FOR CORPORATION

STATE OF MI

S.S.

COUNTY OF OAKLAND

TOM STANAT being duly sworn, deposes and says that she/he/they

is PRESIDENT of DTS CONTRACTING INC  
(Official Title) (Name of Corporation)

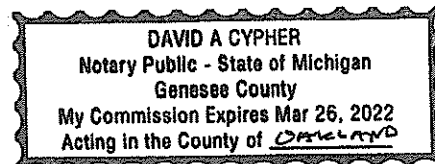
a corporation duly organized and doing business under the laws of the State of MI  
the corporation making the within and foregoing bid; that he executed said bid in behalf of said corporation by  
authority of its Board of Directors; that said bid is genuine and not sham or collusive and is not made in the interests of or  
on behalf of any person not herein named, and that he has not and said bidder has not directly or indirectly induced or  
solicited any other person or corporation to refrain from bidding; that he has not and said bidder has not in any manner  
sought by collusion to secure to himself or to said corporation an advantage over other bidders.

Subscribed and sworn to before me at DTS CONTRACTING INC in said County and State,

this 25th day of FEBRUARY, A.D. 20 20

David A. Cypner

\*Notary Public, GENESEE County, MI  
My Commission expires 3-26, 20 22



# Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)  
**DTS Contracting, Inc.**

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:  
☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate  
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
☐ Other (see instructions) ▶ \_\_\_\_\_

Exemptions (see instructions):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_

Address (number, street, and apt. or suite no.)  
**21365 Goldsmith St.**  
City, state, and ZIP code  
**Farmington Hills, MI 48335**

Requester's name and address (optional)

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-				-	

Employer identification number								
2	7	-	3	2	2	4	1	0

## Part II Certification

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign  
Here

Signature of  
U.S. person ▶

Date ▶ 2/13/20

## General Instructions

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

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/19/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jenna Licerji
Primary Insurance Agency Group, LLC	PHONE (A/C No, Ext): 586-979-1755
2071 E. 15 Mile Road	FAX (A/C No): 586-979-1766
	E-MAIL ADDRESS: jenna@primaryinsuranceagency.com
Sterling Heights MI 48310	INSURER(S) AFFORDING COVERAGE
	INSURER A: The Hartford Insurance Co.
	INSURER B: The Hartford Insurance Co.
	INSURER C: Evanston Insurance Company
	INSURER D: Retailers Mutual Insurance Company
	INSURER E:
	INSURER F:

INSURED	CERTIFICATE NUMBER:	REVISION NUMBER:
DTS CONTRACTING LLC		
21365 Goldsmith St		
Farmington MI 48335		

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	35SBAAB0226	02/17/2020	02/17/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		35UECBK2466	02/17/2020	02/17/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		XOBW7996619	02/17/2020	02/17/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	WCP00011490	02/17/2020	02/17/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

George Gjokaj SS

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220057

RESOLUTION NO.: \_\_\_\_\_

PRESENTED: FEB - 9 2022

ADOPTED: \_\_\_\_\_

**RESOLUTION AUTHORIZING AN AGREEMENT WITH GENESEE COUNTY FOR  
OPERATION OF THE FLINT HOLDING FACILITY FOR THE PERIOD OCTOBER 01, 2021  
THROUGH SEPTEMBER 30, 2022**

**BY THE CITY ADMINISTRATOR:**

The City of Flint Police Department includes a 110-person holding facility with the ability to hold detainees for up to 72 hours; and

The City desires to continue utilizing the holding facility and has sought funding from the State of Michigan to operate the facility; and

The Genesee County Sheriff currently operates the holding facility. The City and the Sheriff have agreed to the terms of a contract for the Sheriff to continue operating the facility for the period October 01, 2021 through September 30, 2022. Pursuant to that agreement, the Sheriff will operate the Flint Holding Facility for a contract price not-to-exceed \$2,558,516.00; and

Account Number	Account Name	Amount
101-302.205-801.000	Professional Services	\$2,558,516.00
Grand Total for September 01, 2021 – October 31, 2022		\$2,558,516.00.

The agreement between the City and County is contingent on the City receiving funding from the State of Michigan to pay the full cost of the contract and the Sheriff receiving a continued waiver from the Michigan Department of Corrections; and

It is the determination of the City that it is in best interest to enter into a contract with the Sheriff to continue operating the holding facility for the period October 01, 2021 through September 30, 2022.

**IT IS RESOLVED**, that the appropriate City Officials are to do all things necessary to enter into the attached agreement with the Genesee County for operations of the Flint Holding Facility for the period October 01, 2021 through September 30, 2022.

**APPROVED AS TO FORM:**

Angela Wheeler  
Angela Wheeler  
Chief Legal Officer

**APPROVED AS TO FINANCE:**

Robert J. F. Widigan  
Robert J. F. Widigan  
Chief Financial Officer

**FOR CITY OF FLINT:**

Clyde Edwards  
Clyde Edwards, City Administrator

**CITY COUNCIL:**

Eric B. Mays, Council President



## CITY OF FLINT

### RESOLUTION STAFF REVIEW FORM

**TODAY'S DATE:** February 3, 2022

**BID/PROPOSAL#**

**AGENDA ITEM TITLE:** RESOLUTION AUTHORIZING AN AGREEMENT WITH GENESEE COUNTY FOR OPERATION OF THE FLINT HOLDING FACILITY FOR THE PERIOD OCTOBER 01, 2021 THROUGH SEPTEMBER 30, 2022

**PREPARED BY:** Angela Wheeler / Legal Department

**VENDOR NAME:**

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

The City of Flint Police Department includes a 110-person holding facility with the ability to hold detainees for up to 72 hours. The City desires to continue utilizing the holding facility and has sought funding from the State of Michigan to operate the facility. The Genesee County Sheriff currently operates the holding facility. The City and the Sheriff have agreed to the terms of a contract for the Sheriff to continue operating the facility for the period October 01, 2021 through September 30, 2022. Pursuant to that agreement, the Sheriff will operate the Flint Holding Facility for a contract price not-to-exceed \$2,558,516.00 for September 01, 2021 – October 31, 2022. The agreement between the City and County is contingent on the City receiving funding from the State of Michigan to pay the full cost of the contract and the Sheriff receiving a continued waiver from the Michigan Department of Corrections. It is the determination of the City that it is in best interest to enter into a contract with the Sheriff to continue operating the holding facility for the period October 01, 2021 through September 30, 2022.

**FINANCIAL IMPLICATIONS:**

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

Dept.	Name of Account	Account Number	Grant Code	Amount
Police	Professional Services	101-302.205-801.000		\$2,558,516.00





## CITY OF FLINT

		<b>FY20/21 GRAND TOTAL</b>		<b>\$3,000.00</b>

PRE-ENCUMBERED? YES ☐ NO ☐ REQUISITION NO:

ACCOUNTING APPROVAL: \_\_\_\_\_ Date: \_\_\_\_\_

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☒  
(If yes, please indicate how many years for the contract) YEARS

WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH  
BUDGET YEAR: (This will depend on the term of the bid proposal)

BUDGET YEAR 1

BUDGET YEAR 2

BUDGET YEAR 3

OTHER IMPLICATIONS (i.e., collective bargaining):

STAFF RECOMMENDATION: (PLEASE SELECT): ☒ APPROVED ☐ NOT APPROVED

DEPARTMENT HEAD SIGNATURE: \_\_\_\_\_  
(PLEASE TYPE NAME, TITLE)

**CITY OF FLINT AND GENESEE COUNTY  
AGREEMENT FOR OPERATION OF FLINT HOLDING FACILITY  
BY GENESEE COUNTY SHERIFF  
FY2021-22**

This is an agreement between the City of Flint (hereinafter "City") and Genesee County (hereinafter "County") for operation of a pre-arraignment holding facility (hereinafter "Holding Facility") by the Genesee County Sheriff (hereinafter "Sheriff") (together, the "Parties").

The Sheriff shall operate the Holding Facility in the Genesee County Jail space in accordance with the following terms and conditions:

1. **Applicable Law:** This contract shall be governed by and interpreted according to the laws of the State of Michigan pertaining to contracts made and to be performed in this state.
2. **Arbitration:** The Parties agree that for all claims, counterclaims, disputes, and other matters arising out of or relating to this agreement, a party must request the consent from the other party to arbitrate within 30 days from the date the requesting party knows or should have known the facts giving rise to the claim, dispute or question.
  - (a) Notice of a request for arbitration must be submitted to the non-requesting party in writing by certified mail or personal service upon the counsel of record, either the City Attorney or Corporation Counsel.
  - (b) Within 60 days from the date a request for arbitration is received by the non-requesting party, that party shall inform the requesting party whether it agrees to arbitrate. If the non-requesting party does not consent, the requesting party may proceed with an action in the appropriate court. If the non-requesting party does consent, then within 30 days of the consent each party shall submit to the other the name of one person to serve as an arbitrator. The two arbitrators together shall then select a third person, the three together shall then serve as a panel in all proceedings. Any decision concurred in by a majority of the three shall be a final binding decision. The non-requesting party's failure to respond to a timely, conforming request for arbitration is deemed consent to arbitration.
  - (c) The costs of the arbitration shall be split and borne equally between the Parties and such costs are not subject to shifting by the arbitrator.
  - (d) The remedy for failure to comply with this provision is dismissal of the action.
3. **City Income Tax Withholding:** County and any subcontractor engaged in this contract shall withhold from each payment to its employees the City income tax on all of their compensation subject to tax, after giving effect to exemptions, as follows:
  - (a) Residents of the City: At a rate equal to 1% of all compensation paid to the employee who is a resident of the City of Flint.
  - (b) Non-residents: At a rate equal to 1/2% of the compensation paid to the employee for work done or services performed in the City of Flint.

These taxes shall be held in trust and paid over to the City of Flint in accordance with City ordinances and State law. Any failure to do so shall constitute a substantial and material breach of this contract.

4. **Compensation:** This agreement is contingent on certain conditions described below. In the event the City receives funding, the City shall pay for such services, as set forth herein, a contract price not to exceed **\$2,558,516.00** for services as described in the original 3 and 6 page **"Genesee County Sheriff's Office Flint City Lockup Proposals"** and the attachment to this contract titled, **"Proposed Budget 21-22"**, which governs pricing for this contract term, with the amounts stated in this document superseding any inconsistent amounts stated in the proposals, with the exception of the maintenance fees, not to exceed \$40,000.00, to be paid by the state funding received by the City upon verification of maintenance work completed. The contract price includes all anticipated costs of operating the facility including transport, meals, insurance, service fees, and personnel costs. In no event will County be entitled to a greater amount of payment than is set forth in this contract, nor will the County perform services or acquire equipment for which it will not be reimbursed. Other costs may include vacation payouts upon retirement for time accrued while assigned to the Holding Facility. County expressly recognizes that oral agreements by City officials to pay a greater amount are not binding.

The Parties agree that if the above contract price is not approved by the State, County will provide, and the City of Flint will accept, a revised budget and services based on the available funding.

- (1) County shall submit itemized invoices for all services provided under this Agreement identifying:
- (a) The date of service
  - (b) The name of person providing the service and a general description of the service provided.
  - (c) The unit rate and the total amount due.

Invoices shall be submitted to:

City of Flint  
Accounts Payable  
P.O. Box 246  
Flint, MI 48501-0246

- (2) Invoices shall be paid by the City within forty-five (45) days of submission of a proper invoice.
- (3) It is solely within the discretion of the City as to whether County has provided a proper invoice. The City may require additional information or waive requirements as it sees fit but will not unreasonably withhold funds.
- (4) If, during the period covered by this Agreement, an increase in salary, fringe benefits, or other costs is implemented as a result of negotiation between the County and the collective bargaining organization (labor union) of the employees or as a result of rate increases, this Agreement shall be amended to include the increased cost of providing the

services covered by this Agreement, and the City agrees to reimburse the County to the extent of the increased costs and available funding.

5. **Contingencies:** This agreement is contingent on the City receiving funding to pay the full costs of this contract for the services described in paragraph 4, above, from the State of Michigan for the Holding Facility, and the Sheriff receiving a continued waiver from the Michigan Department of Corrections regarding the standards applicable to the Holding Facility. Failure to obtain either contingency shall render this contract void.
6. **Contract Documents:** The invitation for bids, instructions to bidders, proposal, affidavit, addenda (if any), statement of bidder's qualifications (when required), general conditions, special conditions, performance bond, labor and material payment bond, insurance certificates, technical specifications, and drawings, together with this agreement, form the contract, and they are as fully a part of the contract as if attached hereto or repeated herein.
7. **Disclaimer of Contractual Relationship with Subcontractors:** Nothing contained in the Contract Documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.
8. **Term:** The term of this contract is October 1, 2021, through September 30, 2022.
9. **Certification, Licensing, Debarment, Suspension and Other Responsibilities:** County warrants and certifies that County and/or any of its principals are properly certified and licensed to perform the duties required by this contract in accord with laws, rules, and regulations, and is not presently debarred, suspended, proposed for debarment or declared ineligible for the award of any Federal contracts by any Federal agency. County may not continue to or be compensated for any work performed during any time period where the debarment, suspension or ineligibility described above exists or may arise in the course of County contractual relationship with the City. Failure to comply with this section constitutes a material breach of this Contract. Should it be determined that County performed work under this contract while in non-compliance with this provision, County agrees to reimburse the City for any costs that the City must repay to any and all entities.
10. **Force Majeure:** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, and acts of God. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the services may continue.
11. **Good Standing:** County must remain current and not be in default of any obligations due the City of Flint, including the payment of taxes, fines, penalties, licenses, or other monies due the City of Flint. Violations of this clause shall constitute a substantial and material breach of this contract. Such breach shall constitute good cause for the termination of this contract should the City of Flint decide to terminate on such basis.
12. **Liability:** Each party to this Agreement will remain responsible for any claims arising out of that party's performance of this Agreement, as provided for in this Agreement or by law. This Agreement is not intended to either increase or decrease either party's liability to, or immunity from, tort claims.

This Agreement is not intended to, nor will it be interpreted as giving, either party a right of indemnification either by contract or at law for claims arising out of the performance of this Agreement.

13. **Independent Contractor:** No provision of this contract shall be construed as creating an employer-employee relationship. It is hereby expressly understood and agreed that County is an "independent contractor" as that phrase has been defined and interpreted by the courts of the State of Michigan and, as such, County is not entitled to any benefits not otherwise specified herein.
14. **Insurance/Worker's Compensation:** County shall provide evidence of having acquired the insurance for this Contract. All coverage shall be obtained from insurance companies licensed and authorized to do business in the State of Michigan unless otherwise approved by the City's designated representative. Policies shall be reviewed by the City's designated representative for completeness and limits of coverage. All coverage shall be with insurance carriers acceptable to the City of Flint. County shall maintain the following insurance coverage for the duration of the contract:
  - (a) Commercial General Liability coverage of not less than \$11,000,000 combined single limit. This coverage shall include: Bodily Injury, Personal Injury, Property Damage, Contractual Liability, Products and Completed Operations, Independent Contractors; Broad Form Commercial General Liability Endorsement, (XCU) Exclusions deleted and a per contract aggregate coverage.
  - (b) Workers Compensation Insurance in accordance with Michigan statutory requirements. The Parties agree that this coverage is included in the personnel costs in the Proposal.
  - (c) SIR Charges. It is understood that no County resources will be expended which are not reimbursed. County shall establish and maintain, and City shall pay into utilizing the approved State funding, an account, designated on the Proposed Budget 2021-22 as "Damage Claims General/SIR," to be utilized solely as the Self Insured Retention source of funding for settlements or payments on claims, including legal fees, arising from the Holding Facility. The City's contribution to the payment on claims, including legal fees, arising from the Holding Facility is limited to the source funding provided by the State. The contribution into this account agreed upon by the Parties for this term is \$50,000 to be invoiced and paid in the first billing cycle. County agrees to provide a quarterly accounting of this fund.

All certificates of insurance must provide the City of Flint with not less than 30 days advance written notice in the event of cancellation, non-payment of premium, non-renewal, or any material change in policy coverage. County must provide, upon request, certified copies of all insurance policies. If any of the above policies are due to expire during the term of this contract, County shall deliver renewal certificates and copies of the new policies to the City of Flint at least ten days prior to the expiration date. County shall ensure that all subcontractors utilized obtain and maintain all insurance coverage required by this provision.

15. **Laws and Ordinances:** County shall obey and abide by all of the laws, rules and regulations of the Federal Government, the Constitution of the United States, State of Michigan, Genesee County and the City of Flint, applicable to the performance of this agreement, including, but not limited to, labor laws, and laws regulating or applying to public improvements.

16. **Modifications:** Any modifications to this contract must be in writing and signed by the parties or the authorized employee, officer, board or council representative of the parties authorized to make such contractual modifications under State law and local ordinances.
17. **Non-Assignability:** County shall not assign or transfer any interest in this contract without the prior written consent of the City provided, however, that claims for money due or to become due to County from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
18. **Non-Disclosure/Confidentiality:** County agrees that the documents identified herein as the contract documents are confidential information intended for the sole use of the City and that County will not disclose any such information, or in any other way make such documents public, without the express written approval of the City or the order of the court of appropriate jurisdiction or as required by the laws of the State of Michigan.
19. **Non-Discrimination:** County shall not discriminate against any employee or applicant for employment with respect to hiring or tenure; terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment, because of race, color, creed, religion, ancestry, national origin, age, sex, height, weight, disability or other physical impairment, marital status, or status with respect to public assistance.
20. **No Third Party Beneficiaries:** There are no third party beneficiaries of this contract.
21. **Notices:** Notices to the City of Flint shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to **Flint City Attorney, City of Flint, 1101 S. Saginaw St, Flint, Michigan 48502** and **Flint City Clerk, City of Flint, 1101 S. Saginaw Street, Flint, Michigan 48502**, or to such other address as may be designated in writing by the City from time to time. Notices to County shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to **Genesee County Office of the Prosecuting Attorney-Civil Division, 900 S. Saginaw, Ste. 102, Flint, MI 48502**, or to such other address as may be designated in writing by County from time to time.
22. **Records Property of City:** All documents, information, reports and the like prepared or generated by County as a result of this contract shall be shared with the City of Flint at the City's request.
23. **Scope of Services:** County shall provide all of the personnel, materials, labor, equipment, supplies, machinery, tools, cleaning, superintendence, insurance and other accessories and services necessary to provide the service in accordance with the scope of work, these terms and conditions, and federal, state, or local laws as well as the original **3 and 6 page** proposals titled **"Genesee County Sheriff's Office Flint City Lockup Proposal,"** the attachment to this agreement titled, **"Proposed Budget 21-22"**, which governs pricing for this contract term to the extent that those proposals do not conflict with federal, state, or local law and the special conditions stated within this agreement. City will provide the physical space as well as all utilities and general maintenance of the space. If there is any inconsistency between the proposal and the conditions stated in this document or in the other attachments to this document, the terms of this agreement control to the extent of such inconsistency.

County shall perform the work in accordance with the General Conditions and any Special Conditions provided for in this agreement and warrants to the City that all materials and equipment furnished under this agreement will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the contract documents.

**24. Special Conditions:** The following special conditions shall supersede any and all inconsistent provisions:

(a) **Detainee Booking** – Detainees will be booked at the Holding Facility. Sheriff agrees that he formally takes custody and control over the detainee when the detainee is presented for booking and detainee remains in his custody and control until release. Detainees will be booked using the City's Live Scan equipment, if accessible. Sheriff shall be solely responsible for supervision and care of detainees while they are under his custody and control. The County's Jail Admission Policy shall govern when the Holding Facility reaches 100 detainees.

(b) **Jail Policy and Procedures** –The County and the Sheriff agree that all detainees will be accepted for holding in the Holding Facility as provided for in this Agreement. Failure to accept detainees as provided by this agreement, except when the population is over 100 as provided in section 24 (a) above, is a material breach of this Agreement and is cause for termination of this Agreement with 30 days written notice. County agrees that, for the duration of the Sheriff's administration of the Holding Facility, the County is legally responsible for costs and damages that may result from incidents related to the provision of these services occurring within the Facility.

(c) **Healthcare** – The Sheriff is responsible for determining whether a detainee needs healthcare, including mental or physical care. If a detainee who does not meet the County's Jail Admission Policy needs healthcare, the Sheriff or his designee will immediately seek consent from an authorized City representative, as designated by the Flint Police Department, to release the detainee from custody. If the City consents, the Sheriff will transport detainee to a health care provider. Upon delivery of the detainee to the provider, the detainee will be discharged from custody. The City is not liable for health care costs for detainees if it has consented to their release from custody.

If a detainee who meets the County's Jail Admission Policy needs healthcare, the Sheriff or his designee will immediately seek consent from an authorized City representative, as designated by the Flint Police Department, to transport the detainee to a health care provider. If the City consents, the Sheriff will transport detainee to a health care provider and ensure proper personnel from the county jail are there to receive custody of the detainee. Upon delivery of the detainee to the provider, the detainee will be discharged from custody of the Holding Facility and transferred to the custody of the Sheriff. The City is not liable for health care costs for detainees if it has consented to their release from custody.

(d) **Use of Holding Facility** – Any person arrested on an original charge or on an outstanding warrant from the 67<sup>th</sup> District Court district or the Seventh Circuit Court may be lodged in the Holding Facility regardless of agency making the arrest, unless the person is arrested on a charge that otherwise meets the County's Jail Admission Policy, in which case the arrested person shall be lodged in the County Jail. This paragraph applies unless the County Jail is under a County Jail Overcrowding State of Emergency described in Public Act 352 of 1982, as amended, that is beyond 14 days as described in MCL 801.56.

Any person arrested in the City on a warrant(s) issued from a jurisdiction other than those listed above may be lodged at the Holding Facility, provided that the warrant holding agency confirms the validity of the warrant and commits to picking up the detainee within 24 hours.

(e) **Performance Objectives** – City and County will develop financial and performance objectives. The objectives shall include, but will not be limited to, determining how many detainees were lodged in the jail who did not meet the County Jail Admission Policy; how many detainees were arraigned; and the reported crime as compared to the period preceding the operation of the Holding Facility. The metrics will be reviewed every 6 months. After review, if necessary, the terms of this contract will be revised so as to facilitate satisfaction of the agreed upon benchmarks.

(f) **Organization Chart** – City and County will develop and continuously update an organization chart which will set forth all corrections staff employees and their positions. In no event will the total number of employees assigned to the Holding Facility fall below the number provided in the Proposals.

(g) **Detainee Reimbursement** – County may seek reimbursement from detainees as allowed by law. The total price of the contract will be reduced by the amount recovered.

(h) **Meeting/Reporting** - The City and County will designate representatives of the Sheriff and Flint Police Departments to confer as needed, but no less than a weekly basis, to ensure the safe and efficient operation of the Holding Facility, as well as compliance with the terms of this Agreement. The Sheriff will provide the Flint Police Department with access to operational data and regularly report on the operation of the Holding Facility.

25. **Severability:** In the event that any provision contained herein shall be determined by a court or administrative tribunal to be contrary to a provision of state or federal law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court or administrative tribunal so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision. The invalidation of one or more terms of this contract shall not affect the validity of the remaining terms.
26. **Standards of Performance:** County agrees to exercise independent judgment and to perform its duties under this contract in accordance with sound professional practices. The City is relying upon the professional reputation, experience, certification, and ability of County. County agrees that all of the obligations required by it under this Contract shall be performed by the County and its employees and working under County direction and control.
27. **Subcontracting:** No subcontract work, if permitted by the City, shall be started prior to the written approval of the subcontractor by the City. The City reserves the right to accept or reject any subcontractor.
28. **Termination:** Either party may terminate this contract upon giving written notice 2 months in advance. The contract will be automatically terminated should the State of Michigan not provide funds to operate the Holding Facility. The City will immediately notify the County if it learns that the State will not renew funding for the Holding Facility for the purpose of implementing an organized transition or shut down of the Facility.



29. **Time of Performance:** County's services shall commence immediately upon receipt of the notice to proceed and shall be carried out forthwith and without reasonable delay.
30. **Waiver:** Failure of the any of the Parties to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any term, covenant, or condition. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.
31. **Whole Agreement:** This written agreement and the documents cited herein embody the entire agreement between the parties. Any additions, deletions or modifications hereto must be in writing and signed by both parties.

SIGNATURE PAGE FOLLOWS

HOLDING FACILITY CONTRACT 2021-22  
SIGNATURE PAGE

**COUNTY OF GENESEE:**

\_\_\_\_\_  
Mark Young, Chairperson  
Genesee County Board of Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
Christopher Swanson, Sheriff

\_\_\_\_\_  
Date

**CITY OF FLINT, a Michigan Municipal Corp.:**

\_\_\_\_\_  
Sheldon Neeley, Mayor

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Brooke E. Tucker  
Senior Assistant Prosecuting Atty.-Civil Division

\_\_\_\_\_  
Date

\_\_\_\_\_  
Angela Wheeler  
Chief Legal Officer

\_\_\_\_\_  
Date

GL NUMBER	DESCRIPTION	Proposed Budget 21-22
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**Fund 2863 - CITY OF FLINT LOCKUP**

**Dept 351.00 - CORRECTIONS**

2863-351.00-674.035	LOCAL CONTRIBUTION FLINT	2,558,516.00
	<b>Revenues Total</b>	<b>2,558,516.00</b>

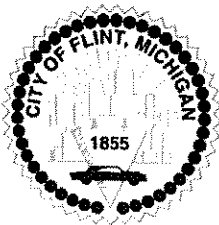
2863-351.00-702.000	SALARIES & WAGES	1,201,591.00
2863-351.00-713.000	OVERTIME	131,600.00
2863-351.00-714.000	LONGEVITY	20,230.00
	<b>Salary Total</b>	<b>1,353,421.00</b>

2863-351.00-709.000	SOCIAL SECURITY	103,510.00
2863-351.00-718.000	MEDICAL INSURANCE	302,171.00
2863-351.00-723.000	POST-RETIREMENT BENEFIT	125,775.00
2863-351.00-725.000	OPTICAL INSURANCE	2,335.00
2863-351.00-726.000	DENTAL INSURANCE	18,680.00
2863-351.00-727.000	LIFE HEALTH INSURANCE	12,913.00
2863-351.00-728.000	RETIREMENT	392,403.00
2863-351.00-729.000	WORKERS COMPENSATION	23,643.00
2863-351.00-730.000	UNEMPLOYMENT	2,704.00
	<b>Fringe Total</b>	<b>984,134.00</b>

2863-351.00-752.000	SUPPLIES OTHER	2,500.00
2863-351.00-754.000	SUPPLIES OFFICE	2,000.00
2863-351.00-762.000	SUPPLIES FOOD	40,000.00
2863-351.00-763.000	SUPPLIES	12,000.00
2863-351.00-768.000	SUPPLIES-INMATE CLOTHING	4,500.00
2863-351.00-768.001	LAUNDRY ROBES UNIFORMS	2,000.00
2863-351.00-769.000	SUPPLIES UNIFORMS	300
2863-351.00-801.008	INTERNET PROVIDER CHGS	5,000.00
2863-351.00-840.014	LIABILITY INSURANCE	55,075.00
2863-351.00-872.007	DAMAGE CLAIMS GENERAL	45,000.00
2863-351.00-957.004	CONVENIENCE COPIER CHARGE	7,000.00
2863-351.00-957.005	MOTOR POOL CHARGES	500
2863-351.00-958.014	CSA	45,086.00
	<b>Total Non Personnel Exp</b>	<b>220,961.00</b>

**Fund 2863 - CITY OF FLINT LOCKUP:**

<b>TOTAL REVENUES</b>	<b>2,558,516.00</b>
<b>TOTAL EXPENDITURES</b>	<b>2,558,516.00</b>

RESOLUTION NO.: 220058PRESENTED: FEB - 9 2022

ADOPTED: \_\_\_\_\_

BY THE CITY ADMINISTRATOR:

**RESOLUTION AUTHORIZING FY2022 SECOND QUARTER BUDGET AMENDMENT**

WHEREAS, the City of Flint's operating budget is monitored on an ongoing basis by the Finance Department and City department heads and changes to an approved operating budget are required from time to time.

WHEREAS, the Department of Finance is recommending certain fiscal appropriation amendments to the FY2022 City of Flint operating budget as follows in accordance with State Public Act 2 of 1968 as amended.

<b>FY2022 Proposed Second Quarter Budget Amendments</b>	<b>Amended FY2022 Budget as of 01/25/2021</b>	<b>Proposed Amendments for FY2022 Q2</b>	<b>Proposed Amended FY2022 Budget</b>
<b>GENERAL FUND</b> 101 Expenditures	\$ 71,561,088	\$ 35,422	\$ 71,596,510
<b>MAJOR STREETS</b> 202 Expenditures	\$ 20,167,835	\$300,000	\$ 20,467,835
<b>SECTION 108 LOANS</b> 295 Revenue	\$ 0	\$ 709,751	\$ 709,751
<b>SECTION 108 LOANS</b> 295 Expenditures	\$ 0	\$ 689,761	\$ 689,761
<b>WATER FUND</b> 591 Expenditures	\$ 38,654,315	\$ 500,000	\$ 39,154,315

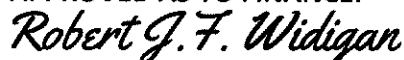
IT IS RESOLVED, that the appropriate officials are hereby authorized to do all things necessary to incorporate the approved appropriation changes into the FY2022 operating budget of the City of Flint.

APPROVED AS TO FORM:

  
Angela Wheeler (Jan 31, 2022 14:34 EST)

Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:



Robert J.F Widigan, Chief Financial Officer

FOR THE CITY OF FLINT:

  
CLYDE D EDWARDS (Jan 31, 2022 15:06 EST)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

  
Eric Mays, City Council President



## CITY OF FLINT

### STAFF REVIEW FORM

**TODAY'S DATE:** 1/27/2022

**BID/PROPOSAL#**

**AGENDA ITEM TITLE:** Third Quarter Budget Amendment

**PREPARED BY:** Chay Linseman – AGFC – Mayor's Office  
(Please type name and Department)

**VENDOR NAME:**

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

Third Quarter Budget Amendment to request reimbursement/additional funding for The Mayor's Office and Blight Management due to the Hogarth Explosion Emergency.

This request will cover overtime pay for Public Health & Recovery Navigators that covered phones on a 24-hour basis, per the mayor's request, for the weekend through the week of 11/28/21-12/3/2021. As part of the emergency, the mayor also authorized security for a few weeks at the site.

Additionally, Blight Management, through the Mayor's Office, used one of our Blight Contractors to help with boarding up affected houses. (Partially paid invoice, additional needed will be added to Blight Professional Services line request)

**FINANCIAL IMPLICATIONS:**

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

Dept.	Name of Account	Account Number	Grant Code	Amount
Mayor	Unemployment Compensation (SUTA)	101-171.100-708.000	N.A.	\$48.06
Mayor	FICA (Social Security)	101-171.100-709.000	N.A.	\$217.34
Mayor	Medicare	101-171.100-711.000	N.A.	\$50.83
Mayor	Overtime	101-171.100-713.000	N.A.	\$3,560.17
Mayor	MERS Hybrid Defined Contribution Pension	101-171.100-716.100	N.A.	\$140.98
Mayor	MERS Hybrid Defined Benefit Pension	101-171.100-717.100	N.A.	\$453.01
Mayor	Professional Services	101-171.100-801.000	N.A.	\$23,200.00
Blight	Professional Services	101-171.300-801.000	N.A.	\$7,752.00
<b>FY22 GRAND TOTAL</b>				<b>\$35,422.39</b>

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



## CITY OF FLINT

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ACCOUNTING APPROVAL: Chay Linseman Date: 01/28/2022  
Chay Linseman Jan 28, 2022 10:51 EST

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☒

(If yes, please indicate how many years for the contract) XX YEARS

WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: (This will depend on the term of the bid proposal)

BUDGET YEAR 1

BUDGET YEAR 2

BUDGET YEAR 3

OTHER IMPLICATIONS (i.e., collective bargaining):

STAFF RECOMMENDATION: (PLEASE SELECT): ☒ APPROVED ☐ NOT APPROVED

DEPARTMENT HEAD SIGNATURE: Chay Linseman  
Chay Linseman Jan 28, 2022 10:51 EST

**DEPARTMENT HEAD MUST SIGN**

Hogarth Explosion Emergency Expenses					
Mayor's Office City Administrator and Blight Management					
Description	Invoice	Vendor/Employee	Department	GL #s	Expense
Emergency Board up Invoice 20 Pt. 1	20 Pt.1	Clio Road Business District Association	Blight Management	101-171.300-801.000	\$ 2,000.00
Emergency Board up Invoice 20 Pt. 2	20 Pt.2	Clio Road Business District Association	Blight Management	UNPAID	\$ 1,000.00
Emergency Security	11/2/2021	Ace Security & Investigations DBA	Mayor's Office	101-171.100-801.000	\$ 8,400.00
Emergency Security	12/21/2021	Ace Security & Investigations DBA	Mayor's Office	101-171.100-801.000	\$ 8,400.00
Emergency Security 12/28/21-1/7/22	3077	Premier Security Solutions	Mayor's Office	101-171.100-801.000	\$ 6,400.00
Overtime for 24-hour Public Health Navigator	Payroll	Maeko McGovern	Mayor's Office	See Tab Brown	\$ 2,382.89
Overtime for 24-hour Public Health Navigator	Payroll	Latrese Brown	Mayor's Office	See Tab McGovern	\$ 2,087.50
Servpro Invoice Fencing	5964	Servpro	Blight Management	UNPAID	\$ 4,752.00
Subtotal Blight Management			Blight Management	101-171.300	\$ 2,000.00
Subtotal Mayor's Office			Mayor's Office	101-171.100	\$ 27,670.39
Subtotal Unpaid			Undefined (Blight or Grant)	UNPAID	\$ 5,752.00
<b>Total</b>					<b>\$ 35,422.39</b>



## CITY OF FLINT

### RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 1/26/22

BID/PROPOSAL#

AGENDA ITEM TITLE: Budget amendment

PREPARED BY: Kathryn Neumann, Department of Transportation

VENDOR NAME:

#### BACKGROUND/SUMMARY OF PROPOSED ACTION:

Third Quarter Budget Amendment to request additional funding for DPW – Traffic Engineering Division - Professional Services account to cover intersection upgrades (using LED traffic lights and upgraded equipment). This account number is also used for emergency repairs/replacements for knockdowns – when a traffic accident knocks down the traffic signals. DPW is also requesting additional money to buy the equipment to upgrade/repair those intersections.

#### FINANCIAL IMPLICATIONS:

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

Dept.	Name of Account	Account Number	Grant Code	Amount
202	Professional Services	443.201-801.000	N/A	\$200,000.00
202	Supplies	443.201-752.000	N/A	\$100,000.00
FY21/22 GRAND TOTAL				\$300,000.00

PRE-ENCUMBERED? YES ☐ NO ☐ REQUISITION NO:

ACCOUNTING APPROVAL: matt baker Date: \_\_\_\_\_  
matt baker (Jan 26, 2022 15:20 EST)

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☐  
(If yes, please indicate how many years for the contract) YEARS

OTHER IMPLICATIONS (i.e., collective bargaining):

STAFF RECOMMENDATION: (PLEASE SELECT): ☐ APPROVED ☐ NOT APPROVED

DEPARTMENT HEAD SIGNATURE: John H. Daly III  
John H. Daly III (Jan 26, 2022 16:01 EST)  
(John Daly, Director of Transportation)



## PURCHASING STAFF REVIEW

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**Date:** 1/26/22

**Agenda Item Title:** 2<sup>nd</sup> Quarter Budget Amendment – Fund 295

**Prepared By:** V. Foster

**Background/Summary of Proposed Action:**

The Section 108 loan fund is used to track the funds related to loans in the 295 Fund. This fund was inadvertently not included in the FY22 adopted budget. The Finance Department has taken the necessary steps to ensure that the 295 Fund is included in the FY23 budget.

**Financial Implications:**

**Budgeted Expenditure?** No

**Account Number:**

**Staff Recommendation:** Recommended

**Approval:**

Jennifer Ryan  
Jennifer Ryan (Jan 26, 2022 09:13 EST)

Jenn Ryan, Deputy Finance Director

**Fund 295 - SECTION 108 LOANS**

## Revenues

295-690.320-664.200	INTEREST INCOME/LOANS	-	29,082.00	52,644
295-690.320-671.400	CITY RLF-PRINCIPAL REPAYMENTS	-	296,000.00	296,000
295-690.321-664.200	INTEREST INCOME/LOANS	-	60,888.95	119,857
295-690.321-671.400	CITY RLF-PRINCIPAL REPAYMENTS	-	103,000.00	103,000
295-690.325-665.000	INTEREST EARNED ON BANK CKG &	-	16.16	40
295-690.330-607.000	FEES	-	111.58	450
295-690.330-664.200	INTEREST INCOME/LOANS	-	771.82	3,100
295-690.330-665.000	INTEREST EARNED ON BANK CKG &	-	4.05	20
295-690.330-669.000	INVESTMENT GAINS AND LOSSES	-	(6,820.99)	20,000
295-690.330-671.400	PRINCIPAL REPAYMENTS	-	99,000.00	99,000
295-931.101-699.000	TRANSFERS IN	-	-	15,641
<b>TOTAL REVENUES</b>		-	<b>582,053.57</b>	<b>709,751</b>

## Expenditures

295-690.320-992.000	PRINCIPAL	-	296,000.00	296,000
295-690.320-994.000	INTEREST	-	52,643.60	52,644
295-690.321-992.000	PRINCIPAL	-	103,000.00	103,000
295-690.321-994.000	INTEREST	-	119,856.95	119,857
295-690.325-801.150	BANK FEES & SERVICE CHARGES	-	45.00	120
295-690.325-994.000	INTEREST	-	15,640.80	15,641
295-690.330-961.000	PAYING AGENT FEES	-	200.00	400
295-690.330-992.000	PRINCIPAL	-	99,000.00	99,000
295-690.330-994.000	INTEREST	-	1,474.39	3,100
<b>TOTAL EXPENDITURES</b>		-	<b>687,860.74</b>	<b>689,761</b>



## CITY OF FLINT

### RESOLUTION STAFF REVIEW FORM

**TODAY'S DATE:** January 5, 2022

**BID/PROPOSAL#**

**AGENDA ITEM TITLE:** Budget Amendment DPW/Utilities-Water Plant

**PREPARED BY:** Yolanda Gray, Department of Public Works Accounting Supervisor

**VENDOR NAME:**

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

Second quarter budget amendment to request additional funding in the amount of \$500,000.00 for DPW/Utilities Water Plant account in order to cover the elevated water tower rehabilitation program as part of agreements with the State of Michigan /EGLE. As part of the Community Public Water Act and EGLE, the Water Plant's 2 MG elevated water tower must maintain its structure to avoid corrosion which can deteriorate the tank and lead to safety hazards and potential water quality problems within the drinking water system. The City of Flint solicited proposals for qualified firms for a rehabilitation program and received one (1) response for a four (4) year rehabilitation program agreement in an amount not to exceed \$539,300.00. The program includes: engineering, professional management, asset management, inspections, repairs, washouts, visual inspection and repainting.

**FINANCIAL IMPLICATIONS:**

**BUDGETED EXPENDITURE?** YES NO ☒ **IF NO, PLEASE EXPLAIN:** Due to insufficient funding expenditures can't be budgeted.

Dept.	Name of Account	Account Number	Grant Code	Amount
591	Professional Services	591-545.200-801.000		\$ 500,000.00
<b>FY22 GRAND TOTAL</b>				<b>\$500,000.00</b>

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

**ACCOUNTING APPROVAL:**

*Yolanda Gray*

**Date:** 1/5/22

**WILL YOUR DEPARTMENT NEED A CONTRACT?** YES ☒ NO ☐

(If yes, please indicate how many years for the contract)

YEARS



## CITY OF FLINT

**WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: (This will depend on the term of the bid proposal)**

**BUDGET YEAR 1**

**BUDGET YEAR 2**

**BUDGET YEAR 3**

**OTHER IMPLICATIONS (i.e., collective bargaining):**

**STAFF RECOMMENDATION: (PLEASE SELECT):** ☒ **APPROVED** ☐ **NOT APPROVED**

**DEPARTMENT HEAD SIGNATURE:** Scott Duggan 1/6/2022  
(PLEASE TYPE NAME, TITLE)

220059



RESOLUTION NO. \_\_\_\_\_

PRESENTED: \_\_\_\_\_ FEB - 9 2022

ADOPTED: \_\_\_\_\_

**RESOLUTION TO ENTER INTO AGREEMENT WITH MOTT PARK RECREATION**

**BY THE CITY ADMINISTRATOR:**

**WHEREAS**, This agreement (hereinafter "Agreement") is for the purpose of renewing and expanding the partnership agreement entered into between the City of Flint, a municipal corporation (hereinafter "City") and Mott Park Recreation Association (hereinafter "Association"), collectively referred to herein as the "Parties."

**WHEREAS**, the City of Flint Master Plan sets goals to provide and maintain a balanced and equitable system of parks and recreation opportunities; and

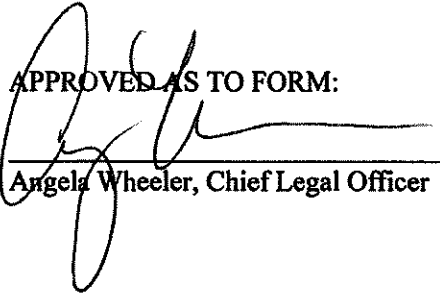
**WHEREAS**, the Association is a 501(c)(3) non-profit volunteer organization which has maintained the property described in this agreement since 2011 and is dedicated to expanding access to quality recreational facilities and programs to all citizens of the City of Flint; and

**WHEREAS**, the property which is the subject matter of this Agreement is described as parcels:

40-11-351-098  
40-14-128-001  
40-14-128-002  
40-14-101-001  
40-14-101-002  
40-14-101-003  
40-14-251-001

**THEREFORE BE IT IS RESOLVED**, that the Flint City Council hereby authorize the entering into this 50 year lease agreement with Mott Park Recreation.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Angela Wheeler, Chief Legal Officer

\_\_\_\_\_  
Clyde Edwards, City Administrator

\_\_\_\_\_  
Council President Eric B. Mays



**TODAY'S DATE: 1.26.2022**

**BID/PROPOSAL# NA**

**AGENDA ITEM TITLE: Mott Park Recreation Agreement**

**PREPARED BY** Victoria Cooper  
(Please type name and Department)

**VENDOR NAME:** Mott Park Recreation

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

**Resolution to enter into a 50 year agreement with Mott Park Recreation for park maintenance.**

**FINANCIAL IMPLICATIONS:** no

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

Dept.	Name of Account	Account Number	Grant Code	Amount
	NA			
		<b>FY19/20 GRAND TOTAL</b>		

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

**ACCOUNTING APPROVAL:** \_\_\_\_\_ **Date:** \_\_\_\_\_



## CITY OF FLINT

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**WILL YOUR DEPARTMENT NEED A CONTRACT?** YES ☒ NO ☐

*(If yes, please indicate how many years for the contract)* 50 YEARS

**WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: *(This will depend on the term of the bid proposal)***

**BUDGET YEAR 1** NA

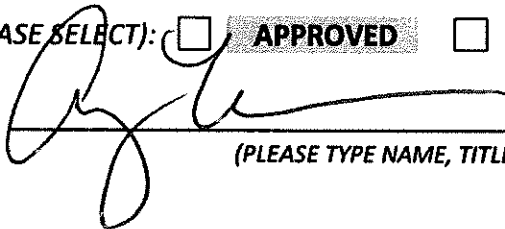
**BUDGET YEAR 2** NA

**BUDGET YEAR 3** NA

**OTHER IMPLICATIONS *(i.e., collective bargaining)*:** NA

**STAFF RECOMMENDATION: *(PLEASE SELECT)*:** ☐ **APPROVED** ☐ **NOT APPROVED**

**DEPARTMENT HEAD SIGNATURE:**



*(PLEASE TYPE NAME, TITLE)*

## MOTT PARK RECREATION AGREEMENT

This agreement (hereinafter "Agreement") is for the purpose of renewing and expanding the partnership agreement entered into between the City of Flint, a municipal corporation (hereinafter "City") and Mott Park Recreation Association (hereinafter "Association"), collectively referred to herein as the "Parties."

WHEREAS, the City of Flint Master Plan sets goals to provide and maintain a balanced and equitable system of parks and recreation opportunities; and

WHEREAS, the Association is a 501(c)(3) non-profit volunteer organization which has maintained the property described in this agreement since 2011 and is dedicated to expanding access to quality recreational facilities and programs to all citizens of the City of Flint; and

WHEREAS, the property which is the subject matter of this Agreement is described as parcels:

40-11-351-098  
40-14-128-001  
40-14-128-002  
40-14-101-001  
40-14-101-002  
40-14-101-003  
40-14-251-001

Hereinafter referred to as the "Park"

THEREFORE, in consideration of the mutual covenants contained herein, the consideration of which is hereby stipulated to, the Parties agree as follows:

1. Operation of the Park. The Association is hereby given the use, control and operation of the premises formerly described as the Mott Park Golf Course, including the club house, (hereinafter "Park").
2. Grant Administration. The Parties will work collectively to oversee the application and implementation of grants for capital improvements to the Park. From the date of the execution of this agreement, applications for grants (any implementation thereof), shall be the joint responsibility of the City and the Association to the greatest extent possible. Grants applied for by the Association shall be approved by the City of Flint department head prior to acceptance.
3. Park As Is. The City is providing the use of the Park AS IS, with all faults, and makes no representations regarding the condition of the Park usability for any purpose. The Association shall inspect the Park and make all determinations as to its usability for any purpose prior to the use of the Park.



4. Compliance with Laws, Regulations and Park Rules; Enforcement. The Parties agree to comply with all federal, state, and local laws, regulations and permitting requirements in the performance of this Agreement.
5. Park Reservations and Special Events. The Association will coordinate facility reservations at the Park pursuant to a fee schedule approved by the City. The Association may retain such fees collected solely for reinvestment in Park maintenance, operations and improvements.
6. Facility Rental. The Association may rent the clubhouse upon such terms as shall be approved by the City and any proceeds obtained thereby will be used for maintenance, operational expenses, or improvements to the Park. Rentals or subletting of the clubhouse or storage space for a term no longer than the terms of this Agreement, must be approved in writing by the City of Flint Department head prior to any legal agreement entered into by the Association. The Association will coordinate with the City on facility rental fees pursuant to a fee schedule approved by the City.
7. Park Maintenance. The Association agrees to maintain the Park area and the clubhouse, including mowing, trimming, snow removal, forestry work and tree trimming on a regular basis. The Association will be responsible for payment of the expenses of maintenance or operation of the clubhouse. The City will be responsible for the utility payments and security for the building, i.e. security system already located and installed on the property. Any capital improvements undertaken by the City will be done at the sole discretion of the City. The Association is hereby given the right and authority to perform such improvements to the Park as shall be first approved by the City.
8. Repairs. The Association shall be responsible for all building repairs including, but not limited to:
  - a. Building repairs that resulted from deferred or ignored maintenance,
  - b. Repair of internal and external doors, exterior fabric, furnace, water system repairs, structural components, electrical repairs, waste treatment, plumbing, toilets, gas, air conditioning.
9. Coordination. The Staff of the Association and the City will meet periodically to review the status of the Park operations and all of their issues arising under this Agreement. Additionally, the City may form and manage a Citizen Advisory Committee, which the Association agrees to meet with bi-annually to receive input therefrom.
10. Deliverables. The Association shall provide a quarterly report to the City and the status of programs, projects and partnerships related to the Park. These reports shall include a full accounting of the revenue generated pursuant to this Agreement. The Association shall provide a written 5-year capital improvement plan to the City of Flint Planning Division for review and approval.

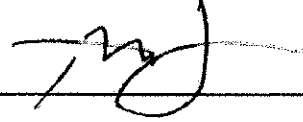
11. Temporary Suspension. The Association acknowledges that this Agreement and the rights granted hereunder are subordinate to the necessity of the City to serve its residents due to acts of God or other emergencies and in such event, the Association agrees to surrender immediately upon demand, the use of the Park (or any portion thereof) to the City for the purpose of managing the premises during the pendency of such events. Determination of such events shall be made by the Chief of Police of the Flint Police Department.
12. Indemnity and Hold Harmless. To the fullest extent provided by law, the Association agrees to defend, indemnify and hold harmless the City, its elected and appointed officials, employees and others working on behalf of the City, against any criminal violations, including all costs connected therewith, and any criminal violations, which may arise out of the use of the club house, and/or as a result of Association's negligent acts or omissions, that any of the Association's employees, agents or representatives arising out of their performance of this Agreement.
13. Right to Entry. The City of Flint may enter the Park at any time in order to examine the Park, inspect the building, inspect mechanical equipment, repairs and/or alterations. In the event of an actual or apparent emergency, the City of Flint may enter the Park at any time without notice. The Association shall not change any lock or install additional locks without prior written consent and without providing a copy of all keys. Keys must be provided on the date the lock(s) are added and/or changed.
14. No Assignment. Association shall not have the right to assign any interest in this Agreement or the premises without the prior written consent of the City.
15. Term and Termination. This Agreement shall be for a term of fifty (50) years from the execution of this agreement. Either Party may terminate this agreement with thirty (30) days advance written notice to the other Party.
  - a. A default under any of the provisions of this Agreement, by either party, may be cured by the defaulting party within 30 days of receipt of a notice of default. Failure to address shall constitute grounds for termination of this Lease Agreement.
  - b. In the event this Agreement is terminated, all obligation of the City of Flint under this Agreement shall cease.
  - c. Upon termination of this Agreement, the Association agrees to yield possession of the premises within 90 days of the date of notice of reserving the right to re-enter the premises solely to obtain personal property and/or organizational possession as the time of default.
16. General Terms and Conditions. This Agreement represents the entire agreement between the Parties with respect to the subject matter hereto and supersedes all prior agreements, conversations, and understandings with respect hereto. Any amendment to this Agreement shall be in writing and signed by the Parties. Failure of the City to require performance of any provision herein shall not affect the City's right to require performance of any provision thereafter, nor shall such a waiver constitute a waiver of any subsequent breach of this Agreement. If any provision of this Agreement is found to be invalid or

unenforceable, the remainder of the Agreement shall remain in full force and effect as though the invalid or unenforceable provision had never been included.

This Agreement is valid and enforceable with electronic or facsimile signatures and may be executed in multiple counterparts, all of which together shall from one agreement.

WHEREFORE, the Parties have executed this Agreement by affixing their signatures below.

**MOTT PARK RECREATION ASSOCIATION:**

  
\_\_\_\_\_  
Date 1-12-22

Its TOM SAXTON  
MPRA BOARD PRESIDENT

**CITY OF FLINT, a Michigan Municipal Corp.: (ALSO INCLUDE MAYOR'S SIGNATURE BLOCK IF OVER \$50,000)**

\_\_\_\_\_  
Sheldon A. Neeley, Mayor      Date \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Angela Wheeler, Chief Legal Officer      Date \_\_\_\_\_



RESOLUTION NO.: 22 0070

PRESENTED: FEB - 9 2022

ADOPTED: \_\_\_\_\_

**RESOLUTION TO ACCEPT THE FLINT POLICE FOUNDATION GRANT TO THE FLINT POLICE DEPARTMENT, AND AMEND THE FY22 BUDGET IN THE AMOUNT OF \$127,000**

**BY THE CITY ADMINISTRATOR:**

**WHEREAS**, the Flint Police Foundation has awarded the City of Flint \$127,000.00 for Neighborhood Safety Officers and Police Department Data Analyst wages and fringe benefits and data analysis; and


**WHEREAS**, the Flint Police Foundation received funding to award this grant in October; and

**WHEREAS**, the grant period is from April 1, 2021 through March 31, 2022.

**IT IS RESOLVED** that the appropriate City Officials are hereby authorized to do all things necessary to accept the Flint Police Foundation Grant, amended the FY22 budget, appropriate funding for future fiscal years, for as long as funds are available from the funder, and abide by the terms and conditions of the grant, in the amount of \$127,000.00, to grant budget code PFPF-NSODA21 through March 21, 2022.

Account Number	Grant Code	Account Name	Amount
296-315.703-702.000	PFPF-NSODA21	Wages – Full Time (Non-Exempt)	\$88,620
296-315.703-709.000	PFPF-NSODA21	FICA (Social Security)	\$7,976
296-315.703-716.100	PFPF-NSODA21	MERS Hybrid Defined Contribution Pension	\$3,529
296-315.703-717.100	PFPF-NSODA21	MERS Hybrid Defined Benefit Pension	\$5,712
296-315.703-718.000	PFPF-NSODA21	Health Insurance Premiums	\$16,085
296-315.703-725.000	PFPF-NSODA21	Employer Health Care Savings Plan	\$5,078


**APPROVED AS TO FORM:**

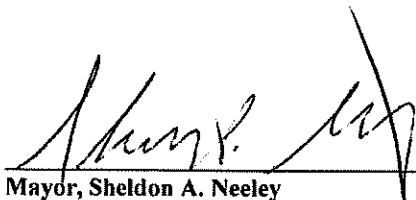
  
Angela Wheeler (Jan 24, 2022 13:10 EST)  
Angela Wheeler, Chief Legal Officer

**APPROVED AS TO FINANCE:**

  
Robert Widigan, Chief Financial Officer

**FOR THE CITY OF FLINT:**

  
CLYDE D EDWARDS (Jan 26, 2022 11:37 EST)  
Clyde D. Edwards, City Administrator

  
Mayor, Sheldon A. Neeley

**APPROVED BY COUNCIL:**

\_\_\_\_\_  
Eric Mays, Council President



RESOLUTION NO.: \_\_\_\_\_

PRESENTED: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

**RESOLUTION STAFF REVIEW**

**Date:** January 19, 2022

**Agenda Item Title:**

**RESOLUTION TO ACCEPT THE FLINT POLICE FOUNDATION GRANT TO THE FLINT POLICE DEPARTMENT, AND AMEND THE FY22 BUDGET IN THE AMOUNT OF \$127,000**

**Prepared by:**

Chay Linseman – Administration Grants and Finance Coordinator – Mayor’s Office

**Background/Summary of Proposed Action:**

The Police foundation has granted \$127,000 to the Flint Police Department for the period April 1, 2021, through March 31, 2022. The foundation received funding to award this grant in October.

The grant is to be expended for (1) NSO staffing expenses and (2) Flint Police Department data analysis expenses, as detailed in the budget. This grant is being awarded to the Flint Police Department on a reimbursable basis. Payments will be issued to the Flint Police Department upon receipt of proof of expenditures.

**Financial Implications:**

The \$127,000.00 added to the budget for FY22 in department 296-315.703 with grant code PFPF-NSODA21.

**Budgeted Expenditure:** Yes \_\_\_ No X

**Please explain, if no:** This is a new grant that was not awarded when the budget was created.

**Pre-encumbered:** Yes \_\_\_ No X **Requisition #:** \_\_\_\_\_

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

**Staff Recommendation:** Staff recommends approval of this resolution.

**APPROVAL** \_\_\_\_\_

Account Number	Grant Code	Account Name	Amount
296-315.703-702.000	PFPF-NSODA21	Wages – Full Time (Non-Exempt)	\$88,620
296-315.703-709.000	PFPF-NSODA21	FICA (Social Security)	\$7,976
296-315.703-716.100	PFPF-NSODA21	MERS Hybrid Defined Contribution Pension	\$3,529
296-315.703-717.100	PFPF-NSODA21	MERS Hybrid Defined Benefit Pension	\$5,712
296-315.703-718.000	PFPF-NSODA21	Health Insurance Premiums	\$16,085
296-315.703-725.000	PFPF-NSODA21	Employer Health Care Savings Plan	\$5,078



Flint Police Foundation  
540 S. Saginaw Street  
Flint, Michigan 48502

January 13, 2022

Chief Terence Green  
Flint Police Department  
210 E. 5<sup>th</sup> Street  
Flint, Michigan 48502

Dear Chief Green,

I am pleased to inform you that the Flint Police Foundation has granted \$127,000 to the Flint Police Department for the period April 1, 2021, through March 31, 2022. This grant is possible due to funding received by the Flint Police Foundation on October 22, 2021.

This grant is to be expended for (1) NSO staffing expenses and (2) Flint Police Department data analysis expenses, as detailed in the budget below. This grant is being awarded to the Flint Police Department on a reimbursable basis. Payments will be issued to the Flint Police Department upon receipt of proof of expense expenditures.

<i>Budget</i>	
<b>Line Item</b>	<b>Amount</b>
NSO Wages & Fringe Benefits	\$97,000
Data Analysis	\$30,000
<b>Total</b>	<b>\$127,000</b>

Thank you for your work and commitment towards improving public health and safety in Flint. It has been a pleasure to support this work and we are confident that it will continue to positively impact the quality of life of Flint residents.

Sincerely,

A handwritten signature in black ink, appearing to read "Natalie Pruett", with a long horizontal line extending to the right.

Natalie Pruett  
Executive Director

220002

ORDINANCE NO. \_\_\_\_\_

A Proposed ordinance to amend Chapter 50 of the Code of the City of Flint has been requested by RACER Trust (PC 21-401) for a rezoning change for the property at the NE corner of Hamilton Ave and North St., across from Lear Corp., (Parcel ID# 41-06-326-050) from C-1 Multi-Family Walk-up to G Heavy Manufacturing.

The Planning Commission recommends APPROVAL of a Zoning Ordinance map amendment concerning this property located in WARD 3.

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

Sec. 1. That the code of the City of Flint is hereby amended to change the District boundaries or regulations established in Chapter 50 thereof, specifically allowing under 50-4 a zoning map amendment, as follows:

Industrial Ave. Flint, MI 48505 parcel #41-06-326-050 legally described as OAK PARK SUBDIVISION OF PART OF SECTIONS 1 AND 2 OF SMITH'S RESERVATION. LOTS 3 THRU 30 INCL; ALSO LOTS 2 & 31 EXC WLY 10 FT, BLK 16; ALSO LOTS 3 THRU 30 INCL; ALSO LOTS 2 & 31 EXC WLY 10 FT, BLK 17; ALSO LOTS 3 THRU 30 INCL; ALSO LOTS 2 & 31 EXC WLY 10 FT, BLK 18; ALSO LOTS 3 THRU 13 INCL; ALSO LOTS 15 & 16; ALSO LOTS 24 THRU 30 INCL; ALSO NLY 35 FT OF LOT 17; ALSO LOTS 2 & 31 EXC WLY 10 FT, BLK 19 from "C-1" Multi-Family Walk-up and future zoned "CE-Commerce and Employment" to "G" Heavy Manufacturing.

Sec. 2. This ordinance shall take effect on the \_\_ day of \_\_\_\_\_, 2021 A.D.

Approved this \_\_ day of \_\_\_\_\_, 2021 A.D.

\_\_\_\_\_  
Sheldon A. Neeley, Mayor

\_\_\_\_\_  
Inez M. Brown, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Angela Wheeler, Chief Legal Officer

220003

ORDINANCE NO. \_\_\_\_\_

A Proposed ordinance to amend Chapter 50 of the Code of the City of Flint has been requested by Theodore Van Steyn (PC 21-414) for a rezoning change for the property at 703 S. Grand traverse (Parcel ID# 41-18-154-038) from D-1 Office District to D-3 Community Business.

The Planning Commission recommends APPROVAL of a Zoning Ordinance map amendment concerning this property located in WARD 5.

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

Sec. 1. That the code of the City of Flint is hereby amended to change the District boundaries or regulations established in Chapter 50 thereof, specifically allowing under 50-4 a zoning map amendment, as follows:

703 S. Grand Traverse. Flint, MI 48502  
parcel #41-18-154-038 legally described as STOCKTON'S WEST ADDITION LOT 1 AND PART OF LOTS 2, 3 AND 4 DESC AS FOLLS: BEG AT NWLY COR OF SD LOT 1; TH N 60 DEG 12 MIN E ALG SLY LINE OF THIRD ST, 165 FT TO A PT 33 FT ELY FROM NWLY COR OF SD LOT 2; TH S 30 DG 00 MIN E, 116.9 FT; TH S 60 DEG 12 MIN W, 165 FT TO ELY LINE OF GRAND TRAVERSE ST; TH N 30 DEG 00 MIN W, 116.9 FT TO POB, BLK M from "D-1" Office District and future zoned "DE-Downtown Edge" to "D-3" Community Business.

Sec. 2. This ordinance shall take effect on the \_\_\_ day of \_\_\_\_\_, 2021 A.D.

Approved this \_\_\_ day of \_\_\_\_\_, 2021 A.D.

\_\_\_\_\_  
Sheldon A. Neeley, Mayor

\_\_\_\_\_  
Inez M. Brown, City Clerk

APPROVED AS TO FORM:

Angela Wheeler  
Angela Wheeler, Chief Legal Officer