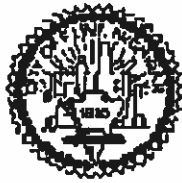


City of Flint, Michigan

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



Meeting Agenda - Final

Monday, March 28, 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**PUBLIC HEARINGS****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

220131 Financial Report/Karegnondi Water Authority (KWA)

Communication received February 24, 2022, re: The Karegnondi Water Authority (KWA) January 2022 Financial Report is available.

220132 Flyer/Genesee County Habitat for Humanity/Show Me the Money Day

Flyer received February 2022, re: The Genesee County Habitat for Humanity will hold a free, financial, community resource fair from 10 a.m. to 2 p.m. Saturday, February 26, 2022 at Berston Field House.

- 220134** Press Release/Michigan Department of Environment, Great Lakes, and Energy [EGLE]/Public Comment/Draft EJ Mapping & Screening Tool

Press Release dated March 21, 2022, from Michigan Department of Environment, Great Lakes, and Energy [EGLE], re: EGLE is accepting public comment on the draft EJ Mapping & Screening Tool.

COMMUNICATIONS (from Mayor and other City Officials)

- 220133** Ramp Closures/I-69 and I-475 Reconstruction Projects

Emails received March 2022, from Traffic Engineering and DPW, identifying lane closures and ramp closures for the I-69 and I-475 Reconstruction projects.

- 220135** Traffic Engineering/Closure Permits

Sidewalk, Lane and Street Closure permits (7) dated February and March 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

RESOLUTIONS

- 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.]

- 220095** Amendment/Settlement Agreement/Concerned Pastors et al v Nick Khouri et al, File No. 16-10277

Resolution resolving that the Flint City Council approves and consents to amending the Settlement Agreement in Concerned Pastors, et al v Khouri, et al, as described. [NOTE: The parties have agreed to extend the deadline for completing the excavation and replacement of residential service lines to 2022, along with other related amendments to account for the current

circumstances.]

- 220105** Contract/Rowe Professional Services/Project Management Services/SLE-SLR and Restoration Projects
- Resolution resolving that the appropriate City Officials are to enter into a contract with Rowe Professional Services for Project Management Services for the SLE/SLR and restoration projects for an overall amount not-to-exceed \$2,900,000.00.
- 220110** CO#1/Contract/Lang Construction/Chemical Systems Feed Building
- Resolution resolving that the appropriate City Officials are authorized to issue a Change Order to Lang Construction for chemical feed system, in an amount NOT-TO-EXCEED \$330,107.21 for FY22, for the total aggregate Purchase Order amount NOT-TO-EXCEED \$4,416,064.21 for FY22.
- 220114** Contract/Zito Construction Company/Miller Road Water Main Replacement
- Resolution authorizing the appropriate City Officials to do all things necessary to enter into a contract with Zito Construction to replace the water main during the rehabilitation of Milelr Road, between Hammerberg Road and Ballenger Highway, in an amount NOT-TO-EXCEED \$1,873,634.27, with the City of Flint's ARPA administration, compliance and implementation firm reviewing and ensuring compliance with the latest US Department of Treasury final rules, and funding coming from the American Rescue Plan Act (ARPA) Fund (287).
- 220118** Retention/Outside Legal Counsel/Flint City Council/Transfer of Tax-Reverted Properties
- Resolution resolving that the City Council requests that outside legal counsel be retained to prosecute a lawsuit on behalf of the City, seeking recovery of 46 properties specified in the City Council's December 21, 2021 Resolution.
- 220120** Participation/Michigan State Housing Development Authority (MSHDA)/Michigan Homeowner Assistance Fund
- Resolution resolving that the City Administrator is authorized to do all things necessary to effectuate the City of Flint's participation in the Michigan State Housing Development Authority's (MSHDA) Michigan Homeowner Assistance Fund (MIHAF) program, including but not limited to executing the necessary agreements with MSHDA.
- 220121** CO#1/Contract/Lasercom LLC/Additional Postage Costs
- Resolution resolving that the appropriate City Officials are authorized to do all things necessary to enter into Change Order No. 1 to the contract with Lasercom LLC to provide additional postage for the mailing of City water and sewer bills for FY2022, in the amount of \$24,500.00, for an aggregate a FY2022 total amount of \$173,590.00 under the same terms and conditions.

- 220122** **Berger Chevrolet/Twenty (20) Chevrolet Tahoes/Police Pursuit Vehicles (PPV)**
- Resolution resolving that the proper City Officials are authorized to issue a purchase order to Berger Chevrolet for twenty (20) 2019 Chevrolet Tahoe Police Pursuit Vehicles (PPV) with full police upfitting, in an amount NOT-TO-EXCEED \$257,877.66 for FY2022.
- 220123** **Dell Marketing L.P./Microsoft Licensing Renewal**
- Resolution resolving that the Division of Purchases and Supplies is authorized to issue a Purchase Order to Dell Marketing L.P. for a three (3) year Microsoft licensing renewal, in the amount of \$14,826.00 for the remainder of FY2022, \$74,128.60 for FY2023 pending budget adoption, \$88,954.60 for FY2024 pending budget adoption, and \$88,954.60 for FY2025 pending budget adoption, for a total aggregate amount NOT-TO-EXCEED \$266,863.80.
- 220124** **Contract/Greater Flint Health Coalition/Family Health Assessments/Lead Based Paint Hazard Control Program (LBPHC)**
- Resolution resolving that the appropriate City Officials are authorized to do all things necessary to enter into a contract with the Greater Flint Health Coalition, in an amount NOT-TO-EXCEED \$349,977.00, over the 42 month grant period.
- 220125** **CO#1/Contract/J.F. Cavanaugh Company/WPC Aeration System Improvements Project**
- Resolution resolving that the proper City Officials are authorized to do all things necessary to enter into Change Order No. 1 to the contract with J.F. Cavanaugh Company for the additional work, time and materials required to complete the WPC Aeration System Improvements project, in an amount NOT-TO-EXCEED \$1,700,000.00, for a revised contract amount NOT-TO-EXCEED \$19,909,831.00.
- 220126** **CO#1/Contract/McNaughton McKay Electrical Company/Facilities Maintenance**
- Resolution resolving that the Division of Purchases and Supplies is authorized to complete Change Order No. 1 to the contract with McNaughton McKay Electrical Company for Facilities Maintenance, in the amount of \$12,000.00.
- 220127** **[Change Order]/Great Lakes Tree Experts/Additional Tree Services**
- Resolution authorizing the appropriate City Officials to do all things necessary to relocate funds to Great Lake Tree Experts to provide additional tree services for FY2022, in the amount of \$45,000.00, and a total contract amount NOT-TO-EXCEED \$140,000.00 for FY2022.
- 220128** **Adoption/Genesee County Hazard Mitigation Plan Update**
- Resolution resolving that the Genesee County Hazard Mitigation Plan Update is adopted at an official plan of Flint, Michigan.

220129 [Change Order]/J & M Tree Service/Additional Tree Services

Resolution authorizing the appropriate City Officials to do all things necessary to relocate funds to J & M Tree Service to provide additional tree services for FY2022, in the amount of \$30,000.00, and a total contract amount NOT-TO-EXCEED \$125,000.00 for FY2022.

RESOLUTIONS (May be Referred from Special Affairs)**220038** Public Hearing/Rules Governing Meetings of the Flint City Council

Resolution resolving that the appropriate city officials are hereby authorized to do all things necessary to conduct a public hearing for the purpose of public input on the proposed amendments to the Rules Governing Meetings of the Flint City Council on the _____ day of _____, 2022, in City Council Chambers, 1101 S. Saginaw Street, Flint.

220136 Recognition/Women's History Month

Resolution resolving that the Mayor and City Council recognize March as Women's History Month by saluting all women for their significant successes which have benefited us all.

LIQUOR LICENSES**INTRODUCTION AND FIRST READING OF ORDINANCES****220112** Ordinance/Amendment/Chapter 12 (Business and Occupations Generally)/Article XV (Convenience Stores)

An ordinance to amend the Code of Ordinances for the City of Flint by amending Chapter 12 (Business and Occupations Generally), Article XV (Convenience Stores), by amended Sections 12-91 through 12-93, and the addition of Section 12-94 (Hours of Operation).

SECOND READING AND ADOPTION OF ORDINANCES

[NOTE: A Public Hearing for Ordinance No. 220068 was held on Monday, March 14, 2022. The meeting quorum was lost before City Council could consider said ordinance for 2nd Reading, so it is being included on this agenda.]

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.

ADDITIONAL DISCUSSION ITEMS

FINAL COUNCIL COMMENTS

ADJOURNMENT



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



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

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			
		FY19/20 GRAND TOTAL		

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

ACCOUNTING APPROVAL: _____ **Date:** _____



CITY OF FLINT

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

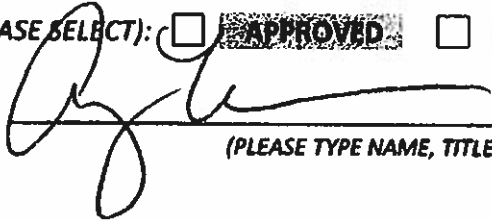
BUDGET YEAR 2 NA

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 form 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 _____



220095

RESOLUTION: _____

PRESENTED: FEB 23 2022

ADOPTED: _____

**RESOLUTION TO APPROVE AMENDMENT OF THE SETTLEMENT AGREEMENT
IN CONCERNED PASTORS ET AL V. KHOURI ET AL**

BY THE CITY ADMINISTRATOR:

WHEREAS the City of Flint previously agreed to resolve the case of *Concerned Pastors, et al v. Khouri, et al*, 16-10277 by means of a settlement initially entered into in March of 2017 and subsequently amended, which made available to the City of Flint the funds needed to conduct excavation and replacement of lead and galvanized steel residential service lines in the City of Flint; and

WHEREAS, in the years since the settlement was initially approved, the City of Flint has excavated the service lines at 26,886 homes and replaced 10,088 lead or galvanized steel service lines that were identified by those excavations; and

WHEREAS, due to the COVID-19 pandemic and related issues, excavation and replacement of service lines at several hundred addresses remains to be completed, past the previously agreed-upon schedule of completion by 2020; and

WHEREAS, the parties to the *Concerned Pastors* settlement have agreed to extend the deadline for completing the excavation and replacement of residential service lines to 2022, along with other related amendments to account for the current circumstances; and

WHEREAS, any such amendment will have no financial impact on the City of Flint's participation in the Settlement;

THEREFORE, BE IT RESOLVED that the Flint City Council approves and consents to amending the settlement agreement in *Concerned Pastors et al v Khouri et al* as described above.

APPROVED AS TO FORM:

William Kim

William Kim (Feb 17, 2022 14:47 EST)

William Kim, Acting City Attorney

APPROVED AS TO FINANCE:

Robert J. F. Widigan

Robert J.F. Widigan, Chief Financial Officer

FOR THE CITY OF FLINT:

Clyde Edwards

Clyde D Edwards (Feb 17, 2022 14:38 CST)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

Eric B. Mays, City Council President



CITY OF FLINT

ACCOUNTING APPROVAL: Robert J. F. Widigan 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 N/A

BUDGET YEAR 2 N/A

BUDGET YEAR 3 N/A

OTHER IMPLICATIONS (i.e., collective bargaining): N/A

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

DEPARTMENT HEAD SIGNATURE: /s/ William Y. Kim, Acting City Attorney
(PLEASE TYPE NAME, TITLE)









2022 Concerned Pastors Settlement Amendment

Final Audit Report

2022-02-17

Created:	2022-02-17
By:	William Kim (wkim@cityofflint.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAlx4WnMc2vMHpLbfDtexs5E055ZLBLKi

"2022 Concerned Pastors Settlement Amendment" History

-  Document created by William Kim (wkim@cityofflint.com)
2022-02-17 - 7:45:29 PM GMT
-  Document e-signed by William Kim (wkim@cityofflint.com)
Signature Date: 2022-02-17 - 7:47:13 PM GMT - Time Source: server
-  Document emailed to Robert J.F. Widigan (rwidigan@cityofflint.com) for signature
2022-02-17 - 7:47:15 PM GMT
-  Document e-signed by Robert J.F. Widigan (rwidigan@cityofflint.com)
Signature Date: 2022-02-17 - 8:34:05 PM GMT - Time Source: server
-  Document emailed to CLYDE D EDWARDS (cedwards@cityofflint.com) for signature
2022-02-17 - 8:34:07 PM GMT
-  Email viewed by CLYDE D EDWARDS (cedwards@cityofflint.com)
2022-02-17 - 8:37:40 PM GMT
-  Document e-signed by CLYDE D EDWARDS (cedwards@cityofflint.com)
Signature Date: 2022-02-17 - 8:38:13 PM GMT - Time Source: server
-  Agreement completed.
2022-02-17 - 8:38:13 PM GMT



STATE OF MICHIGAN DTMB
CONTRACT # 00829
BY THE CITY ADMINISTRATOR:

220105

RESOLUTION NO.: _____
PRESENTED: 2/23/2022
ADOPTED: _____

**RESOLUTION TO ROWE PROFESSIONAL SERVICES FOR PROJECT MANAGEMENT SERVICES FOR
SERVICE LINE REPLACEMENT AND RESTORATION**

The Division of Purchases & Supplies has utilized the State of Michigan's indefinite-scope cooperative contract for Rowe Professional Services, 540 S. Saginaw St. Suite 200, Flint MI, 48502, for the next phase of service line replacement and restorations.

WHEREAS The Department of Public Works has utilized Rowe Professional Services as the program manager for the exploration/replacement (SLE/SLR) project(s) since May of 2019. Due to their experience with the ongoing project, their knowledge of working with EGLE, The State of Michigan, and CityWorks software used by the city, they would like to continue working with Rowe for the next phase of these projects.

WHEREAS, The City of Flint, Department of Public Works is requesting authorization to enter into a contract with Rowe Professional Services, for Project Management Services for SLE/SLR management, in an amount not-to-exceed \$400,000.00, and restoration management services, in an amount not-to-exceed \$2,500,000.00 for an overall total contract price of \$2,900,00.00.

Funding for said services are budgeted and will come from the following account:

Account Number	Account Name	Grant Code	Amount
496-540.006-801.051	Project Management Svcs	FEPA 18WIIN-1	\$2,900,000.00
		GRAND TOTAL	\$2,900,000.00

IT IS RESOLVED, That the Appropriate City Officials are to Enter into a Contract with Rowe Professional Services for Project Management Services for the SLE/SLR and restoration projects for an overall amount not-to-exceed \$2,900,000.00.

APPROVED AS TO FORM:

William Kim
William Kim (Feb 18, 2022 11:43 EST)

William Kim, Acting City Attorney

APPROVED AS TO FINANCE:

Jennifer Ryan
Jennifer Ryan (Feb 18, 2022 11:42 EST)

Robert Widigan, Chief Financial Officer

FOR THE CITY OF FLINT:

Clyde D. Edwards
CLYDE D EDWARDS (Feb 21, 2022 11:37 EST)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

Eric Mays, City Council President

APPROVED AS TO PURCHASING:

Lauren Rowley

Lauren Rowley, Purchasing Manager



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: February 4, 2022

BID/PROPOSAL#

AGENDA ITEM TITLE: Resolution Authorizing Appropriate City Officials to Enter into a Contract with Rowe Professional Services Company for Project Management Services

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

VENDOR NAME: Rowe Professional Services Company

BACKGROUND/SUMMARY OF PROPOSED ACTION:

ROWE Professional Services has been assisting the City of Flint as the program manager for the service line exploration/replacement (SLE/SLR) project since May 2019. Throughout this timeframe ROWE has worked with the Michigan Department of Environment, Great Lakes, and Energy (EGLE), State of Michigan and other stakeholder to research what residential properties have not been explored/replaced and documented this data into the CityWorks system. Not all residential properties have had service lines explored or replaced for a variety reasons. ROWE has submitted a proposal to continue to assist the City of Flint as SLE/SLR program managers. Restoration of roads, walkways, drives, and lawns need to be provided after SLE/SLR is completed at each property. The City of Flint has been managing the restoration work and due to manpower restraints, ROWE has been requested to provide program management. The program management for restoration is similar to the SLE/SLR where data will be gathered and uploaded into the CityWorks software which ROWE is familiar with. The total cost for SLE/SLR management is not to exceed \$400,000.00 and restoration management is not to exceed \$2,500,000.00 with a total contract price of \$2,900,000.00.

FINANCIAL IMPLICATIONS:

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

Dept.	Name of Account	Account Number	Grant Code	Amount
496	Project Management Services	496-540.006-801.051	FEPA18WIIN-1	\$2,900,000.00
GRAND TOTAL				\$2,900,000.00

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

ACCOUNTING APPROVAL:

Yolanda Gray Date: 2-4-22

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐
(If yes, please indicate how many years for the contract) 1 YEAR(S)



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

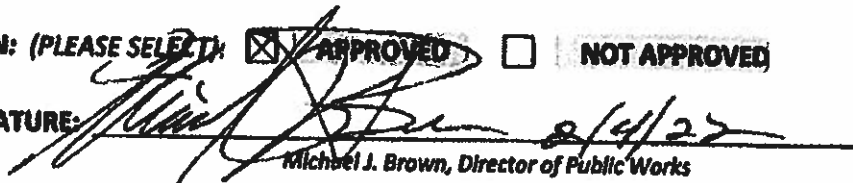
BUDGET YEAR 2

BUDGET YEAR 3

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

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

DEPARTMENT HEAD SIGNATURE:

A handwritten signature in black ink, appearing to read "Michael J. Brown", followed by the date "2/4/22".

Michael J. Brown, Director of Public Works



February 1, 2022

Mr. Clyde Edwards
City of Flint
1101 S. Saginaw Street
Flint, MI 48502

RE: 2022 Service Line Exploration/Replacement and Restoration
Professional Services Proposal

Dear Mr. Edwards:

ROWE Professional Services Company is pleased to submit this proposal to continue to assist the City of Flint with your lead service line replacement project. As you are aware, ROWE has been assisting the city as your program manager for the Service Line Exploration/Service Line Replacement (SLE/SLR) project since May 2019. Throughout that timeframe, we have worked with city departments, the Michigan Department of Environment, Great Lakes, and Energy (EGLE), State of Michigan, and other stakeholders to research what residential properties have not been explored/replaced and document that data into the Cityworks system. Not all residential properties have had service lines explored or replaced for a variety of reasons, thus the reason for our proposal to continue to assist the city as program managers.

In addition to the SLE/SLR program, there is the restoration of roads, walkways, drives, lawns, etc., that needs to be completed once the SLE/SLR is complete at each property. To date, the city has been managing the restoration work but, due to manpower constraints, ROWE has been requested to be the program management for this component and assist the city. The work involved with the program management of the restoration is very similar to the SLE/SLR where data will be gathered and uploaded into the Cityworks software which ROWE is very familiar with.

We offer the following scope of services for the SLE/SLR program management:

SLE/SLR Services

- **Project Scope** – For purposes of developing our scope and budget, it is anticipated that there are up to 1,000 properties remaining that need have a SLE/SLR completed.
- **Prepare SLE/SLR Construction Bid Packages** – In coordination with the city, ROWE will prepare construction bid packages that include sufficient information for the contractors to understand and price the project work for the remaining residential properties. The bid package will be similar to the one the city produced in 2019 with minor changes that will be recommended based on our experience with this program over the past 2+ years.

Flint, MI (HQ): 640 S. Saginaw Street, Suite 200, 48502 | Phone: (810) 341-7800

Flint, MI (HQ) | Lapeer, MI | Farmington Hills, MI | Kentwood, MI | Mt. Pleasant, MI | Oakley, MI | Myrtle Beach, SC | www.rowesco.com

- **Advertise and Receive Bids** – The city will advertise the project bid packet, conduct the pre-bid conference, and issue addenda required for the project. We will administer a pre-bid meeting with prospective contractors to explain the status of the SLE/SLR program, what is expected of the selected contractor(s), and overall schedule.
- **List of Remaining Homes** – ROWE will review the existing data that has been used in our previous contract to compile addresses of remaining homes. We will maintain records of these in the Cityworks software.
- **Contact Homeowners/Residents** – The contractor(s) will be responsible for contacting the property owners to obtain permission to perform work on private property. These permissions will be sent to ROWE to vet out and then develop a work order within the Cityworks software, if necessary.
- **Construction Coordination** – ROWE will coordinate weekly progress meeting to discuss items such as progress/schedule, issues with the contractor(s) and other stakeholders.
- **Construction Observation** – ROWE will provide one on-site inspector for each of the contractors' sites during all construction activities (excavations, service line material inspections, and LSL replacements).
- **Pay Applications/Change Orders** – By utilizing the data entered into Cityworks software, ROWE will work with the contractor(s) to develop monthly pay applications for approval by the city. If funding from outside the city is being utilized, we will verify that the documentation for each pay application and/or change order meets the funding requirements.
- **Reporting** – ROWE will prepare the required reporting for work completed. We anticipate that the reports will be similar to those prepared under our previous contract which includes weekly, monthly, and quarterly reports. We will work with the city departments early in the program to determine the frequency of such reports.

The following is our proposed scope of work for the Restoration Services program management.

Restoration Services

- **Project Scope** – For purposes of developing our scope and budget, it is anticipated that there are up to 8,500 properties remaining that need restoration completed. The restoration for each property may vary from work in the street, sidewalk repair, drive repair, lawn restoration, and fence replacement.
- **Identifying List of Homes** – ROWE will review the existing data that can be provided by the city to develop an initial list of homes that need some form of restoration completed. Once we have compiled that data, we will perform a drive-by site visit to confirm that the field conditions support the need for work to be performed. The observation from the field will be documented in Cityworks to assist with the development of the work orders. Since many of these homes have had SLE/SLR work completed for several years, the homeowner may have already taken care of the restoration, therefore there will be no work order generated for that address.
- **Prepare Service Restoration Construction Bid Packages** – In coordination with the city, ROWE will prepare construction bid packages that include sufficient information for the contractors to understand and price the project work. The bid package will be similar to the one the city produced in 2019 with recommended changes based on our understanding of how

restoration work was performed. The quantities identified in the bid documents will be based on our review of the data plus our field visit.

- **Advertise and Receive Bids** – The city will advertise the project bid packet, conduct the pre-bid conference, and issue addenda required for the project. We will administer a pre-bid meeting with prospective contractors to explain the status of the restoration program, what is expected of the selected contractor(s) and overall schedule
- **Contact Homeowners/Residents** – The contractor(s) will be responsible for contacting the property owners to confirm the restoration work completed and when the work will be completed. Documentation of this meeting will need to be sent to ROWE to vet out and then develop a work order within the Cityworks software, if necessary.
- **Construction Coordination** – ROWE will coordinate weekly progress meeting to discuss items such as progress/schedule, issues with the contractor(s) and other stakeholders.
- **Construction Observation** – ROWE will provide an on-site inspector(s) to observe the restoration work being performed by the contractor(s). We will keep the City Transportation department informed of locations and schedules when work will be performed in paved roadways so the city will have the opportunity to be on site to observe the work.
- **Pay Applications/Change Orders** – By utilizing the data entered into Cityworks software, ROWE will work with the contractor(s) to develop monthly pay applications for approval by the city. If funding from outside the city is being utilized, we will verify that the documentation for each pay application and/or changes order meets the funding requirements.
- **Reporting** – ROWE will prepare the required reporting for work completed. We will work with the city departments early in the program to determine what reports are required and the frequency of such reports.

SCHEDULE

Based on our recent discussions, we understand the city is interested in getting this project bid out and award the contracts by late winter so work can begin as soon as the weather permits in the spring. The following is our proposed schedule for our services:

Proposal submitted to City for review	January 28 th
City Council Award of ROWE Contract	February 9 th
Project Kick Off with ROWE/City	February 10 th or 11 th
ROWE to analyze available data for Restoration	February 14 th – 25 th
ROWE to perform field site visit	February 21 st - March 4 th
Bid Package Complete For SLE/SLR	March 4 th
Bid Package Complete for Restoration	March 18 th
Advertisement of Both Bid Packages	Mid/Late March
Pre-Bid Meetings	Early April
Bid Opening of Both Bid Packages	April
Award of Contract(s)	Late April
Construction to Begin	May
Construction Complete	TBD

COMPENSATION

ROWE acknowledges that we will conform to the contractual agreement with our MIDEAL/MDTMB State of Michigan Cooperative agreement submitted on January 17, 2019. We note that

Mr. Clyde Edwards
February 1, 2022
Page 4

we are in our fourth year of our contract and our rates will be adjusted in our next MDTMB ISID submittal anticipated for the end of 2022 or early 2023.

Compensation for our services will be billed on our hourly rate schedule. The work for the SLE/SLR is more defined since ROWE has been involved with this program for almost 3 years. The work associated with the restoration is less defined and will require more up-front time analyzing the data available and then performing field work. Our proposed fees are noted below:

<u>Task</u>	<u>Budget</u>
SLE/SLR Program Management	\$400,000
Restoration Program Management	\$2,500,000
Total Budget	\$2,900,000

We appreciate the opportunity to continue to provide the City of Flint professional engineering services. With our corporate headquarters located in the downtown area, we are committed to assisting the city with your infrastructure improvements.

If you agree with our proposal, please prepare an engineering services contract for our review and execution. You can contact either Rick Freeman or Jeff Markstrom to discuss our proposal in more detail at (810) 341-7500.

Sincerely,
ROWE Professional Services Company

Jeffrey Markstrom, PE

Small text: Digitally signed by Jeffrey Markstrom, PE
DN: cn=Jeffrey Markstrom, o=ROWE Professional Services
Date: 2022.02.01 11:19:20 -0500

Jeffrey B. Markstrom, PE
Design Services Division Manager

Rick Freeman, PE

Small text: Digitally signed by Rick Freeman, PE
DN: cn=Rick Freeman, o=ROWE Professional Services, ou=State
of Michigan, c=US
Date: 2022.02.02 10:34:00 -0500

Rick A. Freeman, PE
Principal/Director of Engineering

R:\Projects\PROPOSAL\ENGINEER\City of Flint\2022 SLE Restoration\SLE-SLR and Restoration Proposal.docx



PROPOSAL# 20-550

BY THE CITY ADMINISTRATOR:

RESOLUTION NO.:

PRESENTED:

ADOPTED:

220110

3/09/2022

**CHANGE ORDER RESOLUTION TO LANG CONSTRUCTION FOR CHEMICAL SYSTEMS FEED
BUILDING**

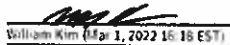
WHEREAS, The City of Flint Department of Purchases and Supplies solicited bids for The City of Flint Water Plant for chemical feed systems in 2019. On December 9, 2019 resolution #190490 was adopted to award the lowest bidder, Lang Constructors, a contract amount not to exceed \$4,085,957.00. Funding for services were made available out of the \$77,000,000 Water Infrastructure Improvements for the Nation (WIIN) grant. Due to COVID-19 mechanical and electrical contractors sustained significant costs and schedule impacts. Cost increases for materials and delays in getting said materials resulted in delays to the project, as well as unforeseen problems found while construction commenced extending the construction schedule and increasing costs.

WHEREAS, These costs total \$330,107.21 and require a change order #1, for a total contract not to exceed \$4,416,064.21. Funds are available in 496-553.000-801.057 FEPA18WIIN1.

Account Number	Account Name	Grant Code	Amount
496-553.000-801.057	Chemical Feed System	FEPA18WIIN-I	330,107.21

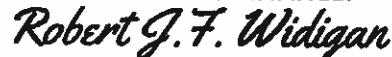
IT IS RESOLVED, that the appropriate City Officials are authorized to issue a Change Order to Lang Construction for chemical feed system, in an amount not-to-exceed \$330,107.21 for FY22 for the total aggregate Purchase Order amount not-to-exceed \$4,416,064.21 for FY22 (07/01/21 - 06/30/22).

APPROVED AS TO FORM:


William Kim (Mar 1, 2022 16:18 EST)

William Kim, Acting City Attorney

APPROVED AS TO FINANCE:



Robert J.F. Widigan, Chief Financial Officer

FOR THE CITY OF FLINT:



CLYDE D EDWARDS (Mar 2, 2022 16:15 EST)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:


Eric Mays, City Council President

APPROVED AS TO PURCHASING:



Jennifer Ryan (Mar 1, 2022 15:53 EST)

Lauren Rowley
Purchasing Manager



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: March 1, 2022

BID/PROPOSAL# 20000550

AGENDA ITEM TITLE: Resolution Authorizing Appropriate City Officials to Enter Into Change Order #1 with Lang Constructors

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

VENDOR NAME: Lang Constructors

BACKGROUND/SUMMARY OF PROPOSED ACTION:

As part of the City of Flint's EPA order, a chemical systems feed building was required. On December 9, 2019 resolution #190490 was adopted to award the lowest bidder, Lang Constructors, a contract amount not to exceed \$4,085,957.00. Funding for services were made available out of the \$77,000,000 Water Infrastructure Improvements for the Nation (WIIN) grant. Due to COVID-19 mechanical and electrical contractors sustained significant costs and schedule impacts. Cost increases for materials and delays in getting said materials resulted in delays to the project, as well as unforeseen problems found while construction commenced extending the construction schedule and increasing costs. These costs total \$330,107.21 and require a change order #1, for a total contract not to exceed \$4,416,064.21. Funds are available in 496-553.000-801.057 FEPA18WIIN1.

FINANCIAL IMPLICATIONS:

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

Dept.	Name of Account	Account Number	Grant Code	Amount
496	Chemical Feed System	496-553.000-801.057	FEPA18WIIN-1	\$330,107.21
GRAND TOTAL				\$330,107.21

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

ACCOUNTING APPROVAL: Yolanda Gray **Date:** 3-1-22

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)



CITY OF FLINT

BUDGET YEAR 1

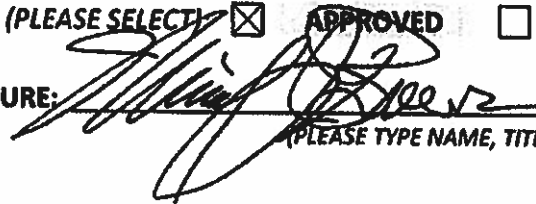
BUDGET YEAR 2

BUDGET YEAR 3

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

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

DEPARTMENT HEAD SIGNATURE:

 **3/1/22**
(PLEASE TYPE NAME, TITLE)



535 Griswold Street, Suite 930
Detroit, Michigan 48226
tel: 313 963-1313

February 28, 2022

Mr. Michael Brown
Director Department of Public Works
City of Flint
1101 Saginaw Street
Flint, MI 48502

Subject: Chemical Systems Feed Building
Construction Contract No. 19-905
PO number 20-002358
Change Order Request #1

Dear Mr. Brown:

Please find attached Change Proposal Request (CPR) Nos. 17 through 31 from Lang Constructors, Inc. for the Chemical Systems Feed Building Project. These CPR's address Contract modifications as described below and make-up Change Order #1. All CPR's have been discussed and reviewed by the Engineer, Program Manager, and yourself.

CDM Smith has reviewed the following requests and offer the following descriptions and opinions:

Description of Contract Modifications

CPR No. 17 - Uncompacted Backfill Beneath Underground Chemical Feed Pipes - During installation of the four (4) underground double-wall chemical feed pipes it was discovered that the backfill around the Flint (GCDC) vault excavation was not properly backfilled by D'Agostini. Resolution of this problem required the removal of the uncompacted material and placement and compaction of the material.

CPR No. 18 - Add Valve Riser - During site grating a valve riser for an unknown underground valve was discovered. Resolution of this problem required excavation and installation of a new riser piece.

CPR No. 19 - Relocation of Unknown 480V Buried Electric Conduit - During installation of the roadway a 4-inch unknown active buried conduit was discovered and conflicted with the roadway subbase material. Resolution of this problem required excavation of an adjacent trench to lower the conduit and installation of an electrical manhole.

CPR No. 20 - Sample Vault Relocation - During construction of the sample vault, unknown underground utility conflicts were identified and required relocation the vault. Due to sample vault



Chemical Systems Feed Building

February 28, 2021

Page 2

location requirements, the vault had to be reconfigured to fit the new location. Resolution of this problem required excavation of new location to confirm available space and 48-inch pipeline access and reconfiguration of the vault.

CPR No. 21 – Photocell - During construction it was discovered that the Contract Documents did not provide for an exterior lighting control switch. Resolution of this problem required addition of wiring, conduit, and a photocell.

CPR No. 22 – Sodium Hypochlorite Valves (4) Functionality - During commissioning it was discovered that the four (4) installed Hypo System flow control valve actuators did not include opened/closed position indicator as an output signal. Resolution of this problem required the four (4) valves to be removed and replaced with valves with the required functionality.

CPR No. 23 – Caustic Low-Level Switch - During commissioning it was discovered that the piping arrangement was trapping air in the riser pipe and interfering with Caustic bulk storage tank Low-Level switch operation. Resolution of this problem required rerouting the vent pipe from existing riser pipe and connecting to an existing unused flange connection on top of tank to allow automatic venting of trapped air to bulk storage tank.

CPR No. 24 - Additional Guard Posts - The City of Flint staff requested additional guard posts to protect the exposed chemical feed piping located on north side of building. In addition, the Contractor was asked to provide a small concrete foundation in lieu of asphalt foundation for exterior emergency shower/eyewash. The Contractor is unable to install asphalt pavement due to cold weather. **This request for additional work has been deleted as the City of Flint will complete it with City staff.**

CPR No. 25 – Flow Control Automation - The City of Flint requested automated computer control of the two source waters (GLWA and GCDC) into the Flint distribution system. The new water source from GCDC will complicate flow control into the Flint distribution system and require constant operator attention. Programmed control will provide more accurate control of flow from the GLWA and GCDC and reduce the need for constant operator adjustment.

CPR No. 26 – Ortho Phosphoric Acid Analyzer Automatic Cleaning System - The City of Flint staff requested the addition of the add-on automatic cleaning system for better analyzer operation. At higher phosphate concentrations, the sensor requires more frequent cleaning. **This request for additional work has been deleted as the City of Flint will complete it with City staff.**

CPR No. 27 – Mechanical Contractor COVID-19 Cost Escalation and Supply Chain Impacts - The Mechanical Contractor, Goyette, indicated that during construction they sustained significant cost and schedule impacts due to COVID-19. The project was bid prior to COVID-19 (Nov 2019) and was



Chemical Systems Feed Building

February 28, 2021

Page 3

completed during the COVID-19 pandemic. Cost of most construction materials increased, and frequent shipment delays occurred; thus, extending the construction schedule and increasing overhead costs.

CPR No. 28 – Electrical Contractor COVID-19 Cost Escalation and Supply Chain Impacts - The Electrical Contractor, Newkirk, indicated that during construction they sustained significant cost and schedule impacts due to COVID-19. The project was bid prior to COVID-19 (Nov 2019) and was completed during the COVID-19 pandemic. Cost of most construction materials increased, and frequent shipment delays occurred; thus, extending the construction schedule and increasing overhead costs.

CPR No. 29 – Carrier Water - During commissioning it was discovered that the Contract Documents contained a conflict, and the wrong size pipe was installed. Resolution of this problem required removal and replacement of a segment of pipe with a larger size.

CPR No. 30 – Level Indicator Probe Replacement - During commissioning it was discovered that the Sodium Hypochlorite and Phosphoric Acid was attacking the liquid level probes causing discoloration and probe deterioration. Resolution of this problem required removal and replacement of a total of eight (8) probes with a chemical resistant material.

CPR No. 31 – Removal and Replacement of Sodium Hypochlorite Injection Quills - Recently it was discovered that the Sodium Hypochlorite "neat solution" was attacking the 316 stainless steel chemical injection quills and causing leaks. Resolution of this problem required removal and replacement of chemical injection quills with a chemical resistant material.

Contractor's Change Order Request

CPR No. 17 – Uncompacted Backfill Beneath Underground Chemical Feed Pipes - The Contractor completed this work at risk at a not to exceed total cost of \$5,410.60.

CPR No. 18 – Add Valve Riser - The Contractor completed this work at risk at a not to exceed total cost of \$2,283.86.

CPR No. 19 – Relocation of Unknown 480V Buried Electric Conduit - The Contractor completed this work at risk at a not to exceed total cost of \$6,412.30.

CPR No. 20 – Sample Vault Relocation - The Contractor completed this work at risk at a not to exceed total cost of \$15,451.75.



Chemical Systems Feed Building

February 28, 2021

Page 4

CPR No. 21 – Photocell - The Contractor completed this work at risk at a not to exceed total cost of \$2,395.00.

CPR No. 22 – Hypo Valves (4) Functionality - The Contractor completed this work at risk at a not to exceed total cost of \$8,179.00.

CPR No. 23 – Caustic Low-Level Switch - The Contractor completed this work at risk at a not to exceed total cost of \$8,637.62.

CPR No. 24 – Additional Guard Posts - The Contractor proposes to complete this work at a not to exceed total cost of \$0.00. **This request for additional work has been deleted as the City of Flint will complete it with City staff.**

CPR No. 25 – Flow Control Automation - The Contractor proposes to complete this work at a not to exceed total cost of \$32,480.70.

CPR No. 26 – Ortho Phosphoric Acid Analyzer Automatic Cleaning System - The Contractor proposes to complete this work at a not to exceed total cost of \$0.00. **This request for additional work has been deleted as the City of Flint will complete it with City staff.**

CPR No. 27 – Mechanical Contractor COVID-19 Cost Escalation and Supply Chain Impacts - The Contractor completed this work at risk at an extra total cost of \$75,110.26.

CPR No. 28 – Electrical Contractor COVID-19 Cost Escalation and Supply Chain Impacts - The Contractor completed this work at risk at an extra total cost of \$109,809.00.

CPR No. 29 – Carrier Water - The Contractor completed this work at risk at an extra total cost of \$4,731.80.

CPR No. 30 – Level Indicator Probe Replacement - The Contractor completed this work at risk at an extra total cost of \$46,233.89.

CPR No. 31 – Removal and Replacement of Chemical Injection Quills - The Contractor has not completed this work but has made a temporary repair to stop the leaking. He has provided a quote to complete the permanent repair at a total cost of \$12,970.60.

Recommendation

CDM Smith recommends the City of Flint accept Change Proposal Request Nos. 17 through 31. These Change Proposal Requests total \$330,107.21 and will result in an increase in the total Contract amount from \$4,085,957.00 to \$4,416,064.21.



Chemical Systems Feed Building

February 28, 2021

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These Change Proposal Requests also increased Contract time. We are proposing a new **Substantial Completion Date of April 15, 2022**, and a new **Final Completion Date of June 15, 2022**. We are recommending a later Final Completion to allow for Spring repair of exterior items and the asphalt paving. Substantial Completion requires all Contract Work to be complete except for punch list items, contract closeout, and the asphalt paving which will be completed between SC and FC.

Should you have any questions or need any further information, please do not hesitate to call.

James J. Broz, P.E.

A handwritten signature in black ink that reads "James J. Broz".

Senior Project Manager
CDM Smith Inc.

cc: John Young
Scott Dungee
Yolonda Gray
Rob Isabel

320114



RESOLUTION NO.: _____

PRESENTED: 3/09/2022

ADOPTED: _____

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO ZITO CONSTRUCTION COMPANY
FOR MILLER ROAD WATER MAIN REPLACEMENT**

The American Rescue Plan Act includes provision to support local governments as they make necessary investment in sewer and water infrastructure. The administration is recommending that Coronavirus Local Fiscal Recovery Funds (CLFRF)/American Rescue Plan Act (ARPA) support funds be utilized to replace the water main on Miller Road, between Hammerberg Road and Ballenger Highway.

Michigan Department of Transportation (MDOT) is rehabilitating Miller Road from Hammerberg to Ballenger Hwy. The contractor for said project is Zito Construction Company. Zito Construction Company has submitted a quote for the addition of a water main replacement to the Miller Road reconstruction project; and

The water main on Miller Road, between Hammerberg Road and Ballenger Highway has had numerous breaks and repairs since its installation, adding to the extenuating concerns such as flooding and water backups in the surrounding neighborhoods. The current water main is cast iron pipe installed circa 1964, with an average life expectancy of 40-50 years. It is imperative that any water main replacement work be completed before the Miller Road Reconstruction Project construction begins, which has an anticipated start date of April 2022. The cost to add the water main construction in a not to exceed \$1,873,634.27. Funding for said services will come from the American Rescue Plan Act fund (287).

IT IS RESOLVED, that the appropriate City Officials are authorized to do all things necessary to enter into a contract with Zito Construction to replace the water main during the rehabilitation of Miller Rd. between Hammerberg Road and Ballenger Hwy., in an amount not to exceed \$1,873,634.27. Before funds are distributed, the City of Flint's ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of the Treasury final rules. Funding for this program shall come from the American Rescue Plan Act fund (287).

APPROVED AS TO FORM:

William Kim
William Kim (Mar 7, 2022 17:43 EST)

William Y. Kim
Acting Chief Legal Officer

FOR THE CITY OF FLINT:

Clyde D. Edwards
Clyde D. Edwards (Mar 7, 2022 17:45 EST)

Clyde Edwards, City Administrator

APPROVED AS TO FINANCE:

Robert J. F. Widigan

Robert J.F. Widigan
Chief Finance Officer

APPROVED BY CITY COUNCIL:

Eric B. Mays, City Council President

FY22 – KRN

TODAY'S DATE: March 7, 2022

BID/PROPOSAL# N/A

AGENDA ITEM TITLE – Water main replacement - Miller Rd. from Ballenger Hwy. to Hammerberg Rd.

PREPARED BY Kathryn Neumann for Michael J. Brown, Director of Public Works

VENDOR NAME: Zito Construction

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The purpose of this resolution is to add the water main replacement along Miller Rd. from Ballenger Highway to Hammerberg Rd. and all together with necessary related work.

FINANCIAL IMPLICATIONS: Funding for said services will come from the City's Coronavirus Local Fiscal Recovery Funds (CLFRF)/American Rescue Plan Act (ARPA)..

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

Dept.	Name of Account	Account Number	Grant Code	Amount
		FY22 GRAND TOTAL		\$1,873,634.27

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)

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

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

DEPARTMENT HEAD SIGNATURE:

Michael J. Brown, Director of Public Works

220118



RESOLUTION NO.: _____

PRESENTED: 3/14/2022

ADOPTED: _____

**RESOLUTION REQUESTING RETENTION OF OUTSIDE COUNSEL TO FILE SUIT
OVER THE DECEMBER 2021 TRANSFER OF TAX-REVERTED PROPERTIES**

BY THE CITY COUNCIL:

WHEREAS on November 2, 2021, the Genesee County Treasurer notified the City of Flint that 649 tax-reverted properties were available to the City, and that, pursuant to MCL §211.78m(6), unless the City objected by December 16, 2021, the properties would be transferred to the City; and

WHEREAS the issue of these tax reverted properties was discussed by the Flint City Council on Wednesday December 8, Monday, December 13, and Thursday December 16, without the City Council approving any resolution authorizing the acceptance of these properties; and

WHEREAS on Friday, December 17, 2021, City Administration sent a letter to the Genesee County Treasurer objecting to the transfer of the tax-reverted properties because – per §3-311 of the Flint City Charter – the City lacked the authority to accept those properties without the approval of the City Council; and

WHEREAS the Genesee County Treasurer accepted the City's objection and transferred all 649 tax-reverted properties to the Genesee County Land Bank; and

WHEREAS on Tuesday, December 21, 2021, the City Council adopted a resolution expressing a desire to obtain 46 of the tax-reverted properties and reject the remaining 603; and

WHEREAS, the Genesee County Treasurer did not transfer the 46 tax-reverted properties to the City; and

WHEREAS the City Council now wishes that the City file suit to obtain title to the 46 properties transferred from the Genesee County Treasurer to the Genesee County Land Bank; and

WHEREAS the Law Department recommends against the filing of such a suit for the reasons stated in a confidential legal opinion provided to the City Council;

IT IS RESOLVED that the City Council requests that the outside counsel be retained to prosecute a lawsuit on behalf of the City, seeking recovery of the 46 properties specified in the City Council's December 21, 2021 Resolution.

APPROVED BY CITY COUNCIL:

APPROVED BY THE MAYOR:

Eric Mays, City Council President

Sheldon A Neeley, Mayor

APPROVED AS TO FORM:



William Kim, Acting City Attorney

220120

RESOLUTION NO.: _____

PRESENTED: 3/23/2022

ADOPTED: _____

RESOLUTION APPROVING PARTICIPATION IN THE MICHIGAN HOMEOWNER ASSISTANCE FUND

BY THE CITY ADMINISTRATOR:

WHEREAS the Michigan State Housing Development Authority ("MSHDA") has created a federally funded program under its Michigan Homeowner Assistance Fund ("MIHAF") Program; and

WHEREAS the MIHAF program was established to mitigate financial hardships associated with the coronavirus pandemic by providing funds to eligible entities for the purpose of preventing homeowner mortgage delinquencies, defaults, foreclosures, loss of utilities or home energy services, and displacements of qualified homeowners experiencing financial hardship after January 21, 2020, through qualified expenses related to mortgages and housing, for the benefit of those homeowners; and

WHEREAS the City of Flint is eligible to participate in the MIHAF Program as a Provider of public utilities; and

WHEREAS eligible homeowners in the City of Flint may be eligible for financial assistance through the MIHAF program if the City of Flint becomes a Provider the MIHAF Program;

IT IS RESOLVED that the City Administrator is authorized to do all things necessary to effectuate the City of Flint's participate in the MSDHA's MIHAF program, including but not limited to executing the necessary agreements with the MSDHA.

APPROVED AS TO FORM:


William Kim (Mar 10, 2022 09:40 EST)

William Kim, Acting City Attorney

FOR THE CITY OF FLINT:

CLYDE D EDWARDS
CLYDE D EDWARDS (Mar 14, 2022 12:38 EDT)

Clyde Edwards, City Administrator

APPROVED AS TO FINANCE:

Jennifer Ryan
Jennifer Ryan (Mar 10, 2022 09:52 EST)

Robert Widigan, Finance Director

APPROVED BY CITY COUNCIL:

Eric Mays, City Council President



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 03/10/2022

BID/PROPOSAL# N/A

AGENDA ITEM TITLE: Resolution Approving Participation in the Michigan Homeowner Assistance Fund Program

PREPARED BY William Kim, Department of Law
(Please type name and Department)

VENDOR NAME: N/A

BACKGROUND/SUMMARY OF PROPOSED ACTION:

Resolution authorizing City Administration to do all things necessary to have the City of Flint participate in the MSDHA's Michigan Homeowner Assistance Fund (MIHAF) Program. The MIHAF program will provide funds to the City of Flint, on behalf of qualified homeowners, for qualified expenses, including utilities and home energy services.

FINANCIAL IMPLICATIONS: The City of Flint agrees not to pursue foreclosure, forfeiture, or collections actions against residents accepted into the MIHAF program.

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

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐

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

DEPARTMENT HEAD SIGNATURE: 
William Kim (Mar 10, 2022 09:40 EST)

(PLEASE TYPE NAME, TITLE)



Michigan Homeowner Assistance Fund (MIHAF) Program Frequently Asked Questions

What is the Homeowner Assistance Fund?

The Homeowner Assistance Fund (HAF) was established under section 3206 of the American Rescue Plan Act of 2021 (the ARP) to mitigate financial hardships associated with the coronavirus pandemic by providing funds to eligible entities for the purpose of preventing homeowner mortgage delinquencies, defaults, foreclosures, loss of utilities or home energy services, and displacements of homeowners experiencing financial hardship after January 21, 2020 through qualified expenses related to mortgages and housing.

What was Michigan's allocation amount and how was it determined?

The U.S. Department of the Treasury (the Treasury) notified us on April 14, 2021 that they will allocate \$242,812,277 (\$242.8) million to the State of Michigan based on the number of unemployed individuals and the number of mortgagors with delinquent mortgage payments. Each State's allocation takes in to account the statutory requirement that no State receive less than \$50 million.

How is Michigan going to distribute the funds to households in need?

Michigan has designated the Michigan State Housing Development Authority (the Authority or MSHDA) as the operating agency to set up the Michigan Housing Assistance Fund (MIHAF) program in accordance with the guidance provided by the Treasury.

MSHDA intends to launch the MIHAF program to the public on February 14, 2022. An on-line and mobile application portal has been set up. Applicants will be able to apply and submit required documentation through the web-based application or may be assisted by a third-party counseling agency or legal aid office. We have partnered with Michigan 2-1-1, a Michigan non-profit organization, to serve as our statewide call center support to answer questions, provide program detail and assist homeowners with submitting their applications. Customer Service can be reached at **844-756-4423**, Monday through Friday, 8:00 a.m. to 5:00 p.m.

What kind of assistance may I be eligible for?

You may be eligible for up to \$25,000 one-time MIHAF assistance per household on your primary residence which MIHAF will disburse directly to your lender/servicer or service provider:

- 1) Delinquent mortgage/housing expenses, such as delinquent monthly payments, escrow shortages, and corporate advances,
- 2) Delinquent land contract payments, delinquent mobile home consumer loan payments or delinquent contracted park lot payments,
- 3) Delinquent Property taxes,
- 4) Delinquent Condominium/homeowners' association fees,
- 5) Homeowner's insurances, hazard, flood, or mortgage insurance,
- 6) Delinquent Utilities, gas, electric, water, sewer, and
- 7) Delinquent Internet broadband services.



What are the eligibility guidelines?

- 1) Eligible homeowners must have a qualified financial COVID related hardship that occurred on or after January 21, 2020,
- 2) Currently own and occupy their home as their primary residence, and
- 3) Household income equal to or less than 150% of area median income (AMI).

What is a Qualified Financial Hardship?

A material reduction in income or a material increase in living expenses associated with the COVID pandemic that has increased a homeowner's risk of mortgage delinquency, mortgage default, foreclosure, loss of utilities or home energy services, or displacement for a homeowner.

- 1) Attest to a temporary or permanent loss of earned income related to COVID on or after January 21, 2020.
- 2) Attest to an increase in living expenses such as medical expenses, inadequate medical insurance, increase in household size, or costs to reconnect utility services related to COVID after January 21, 2020.

When will I be able to apply for MIHAF?

On February 14, 2022, interested homeowners may go to the www.michigan.gov/mihaf web page, review additional MIHAF program details and access the secured, on-line portal by clicking the **Apply Now** link. Or call MIHAF Customer Service at **844-756-4423** for assistance.

You can reach the MIHAF team at our general mailbox MSHDA-HO-HAF-Program@michigan.gov.

Michigan Homeowner Assistance Fund (MIHAF) Term Sheet

Program: Michigan Homeowner Assistance Fund (MIHAF)
Date: January 25, 2022

Program Overview	This MIHAF program was established under section 3206 of the American Rescue Plan Act of 2021 (the ARP) to mitigate financial hardships associated with the coronavirus pandemic by providing funds to eligible entities for the purpose of preventing homeowner mortgage delinquencies, defaults, foreclosures, loss of utilities or home energy services, and displacements of homeowners experiencing financial hardship on or after January 21, 2020, through qualified expenses related to mortgages and housing.
HAF Program Goal	To provide financial assistance to Michigan Eligible Homeowners to eliminate or reduce past due payments associated with homeownership, including payments under a forbearance plan, deferred payments, full or partial reinstatements, corporate advances on a Reverse mortgage, and past due payment on loans secured by manufactured home or contracts of deeds. To provide financial assistance to Michigan Eligible Homeowners to eliminate or reduce past due property tax, condominium association dues, and/or housing utility payments.
Size of MIHAF Program	Michigan State Housing Development Authority (the Authority) will utilize up to \$206,086,279 (total award \$242,812,277 less 15% administrative costs) of its total HAF allocation for this program.
Targeted Population of Homeowners and Financial Challenges Program Seeks to Address	Not less than 60% of amounts made available for MIHAF program expenses will be used for qualified expenses to assist homeowners having incomes equal to or less than 100% of the area median income household limit in accordance with HUD'S FY 2021 HAF Income Limits. Any amount not made available to homeowners that meet this income-targeting will be used for qualified expenses to assist homeowners having incomes equal to or less than 150% area median income and will be prioritized for assistance to socially disadvantaged individuals as outlined in U.S. Department of the Treasury Guidance dated August 2, 2021. Program funds will be made available to assist all eligible homeowners on a first come, first serve basis.
Eligible Homeowners	<p>"Eligible Homeowners" for Michigan's MIHAF program must meet the following criteria:</p> <ul style="list-style-type: none"> Homeowner must have experienced and attest to a Qualified Financial Hardship on or after January 21, 2020 or had a Qualified Financial Hardship that began before January 21, 2020 but continued after that date. The attestation must describe the nature of the financial hardship.

	<ul style="list-style-type: none"> • Homeowner must currently own and occupy the property as their primary residence. • Homeowner must meet the Homeowner Income Eligibility Requirements.
Eligible Legal Ownership Structures	<p>“Eligible Legal Ownership Structures” include only the following:</p> <ul style="list-style-type: none"> • Those where the home is owned by a “natural person” (i.e., LLP, LP, S-Corp, or LLC <u>do not</u> qualify). Where the estate of a deceased natural person is the ownership entity, the owner may be eligible, subject to review by the Authority. • Those where the homeowner has transferred their ownership right into non-incorporated, Living Trusts, provided the homeowner occupies the home as the primary/principal residence. • Those where the home is under a Purchaser’s Interest in a Land Contract valid under Michigan law. • Those where the home is owned by a certificate of title. • Those where the occupant is a member of a “Consumer housing cooperative organized under Michigan law.”
Qualified Financial Hardship	<p>A “Qualified Financial Hardship” is a material reduction in income or material increase in living expenses associated with the coronavirus pandemic that has created or increased a risk of mortgage delinquency, mortgage default, foreclosure, loss of utilities or home energy services, or displacement for a homeowner.</p> <ul style="list-style-type: none"> • Reduction of Income – Temporary or permanent loss of earned income on or after January 21, 2020 or that began before January 21, 2020 but continued after that date. • Increase in living expenses – Increase in out-of-pocket household expenses such as, medical expenses, inadequate medical insurance, increase in household size, or costs to reconnect utility services directly related to coronavirus pandemic on or after January 21, 2020 or that began before January 21, 2020 but continued after that date.
Homeowner Income Eligibility Requirements	<p>To be eligible for assistance under the Michigan’s MIHAF Program, homeowners must have incomes equal to or less than 150% of the area median income household limit in accordance with HUD’S FY 2021 HAF Income Limits. (“Homeowner Income Eligibility Requirements”).</p>
Homeowner Prioritization	<ul style="list-style-type: none"> • The Authority will prioritize funding to the following populations: • Not less than 60% will be used for qualified expenses that assist homeowners having incomes equal to or less than 100% of the area median income. • Amounts not made available to homeowners that meet the above

	<p>income-targeting requirement will be used to assist homeowners having household incomes equal to or less than 150% of area median income and prioritized for assistance to socially disadvantaged individuals as defined by the Department of U.S. Treasury's guidance dated August 2, 2021.</p> <p>"Socially Disadvantaged Individuals" are those whose ability to purchase or own a home has been impaired due to diminished access to credit on reasonable terms as compared to others in comparable economic circumstances, based on disparities in homeownership rates in Michigan as documented by the U.S. Census. "Socially Disadvantaged Individuals" are those who have been subjected to racial or ethnic prejudice or cultural bias within American society because of their identities as members of groups and without regard to their individual qualities. Social disadvantage must stem from circumstances beyond their control.</p> <p>Indicators of socially disadvantage impairment may include being a 1) member of a group that has been subjected to racial or ethnic prejudice or cultural bias with American society; 2) resident of a majority-minority Census tract; 3) individual with limited English proficiency; 4) individual who lives in a persistent-poverty county that has had 20% or more of its population living in poverty over the last 30 years; 5) single-member households, Female heads of households with related children and Shelter overburden households as supported in Michigan's data analysis, and 6) an individual who identifies and self-attests to being socially disadvantaged within the application process.</p>
Eligible Properties	<p><u>"Eligible Properties"</u> are those that are:</p> <ul style="list-style-type: none"> • Single-family (attached or detached) properties • Condominium units. • 1 to 4-unit properties where the homeowner is living in one of the units as their primary residence. • Manufactured homes permanently affixed to real property and taxed as real estate. • Mobile homes not permanently affixed to real property. <p><u>Ineligible properties:</u></p> <ul style="list-style-type: none"> • Vacant, lacking a dwelling, or abandoned. • 2nd homes. • Investment property. • 1 to 4-unit properties where the homeowner/landlord has received Emergency Rental Assistance Funds.
Eligible Qualified Expenses MIHAF Program Proceeds	<p>Housing obligations as listed below and incurred by a Homeowner's Qualified Financial Hardship on or after January 21, 2020 or had a Qualified Financial Hardship before January 21, 2020, but continued after that date are eligible "Qualified Expenses" of MIHAF Program Proceeds:</p> <ul style="list-style-type: none"> • Existing delinquent first mortgage lien payments (principal, interest, taxes, insurances (PITI)), escrow shortages, corporate advances. • Existing first mortgage lien partial or full forbearance reinstatement

	<p>and/or delinquent monthly forbearance payments.</p> <ul style="list-style-type: none"> • Existing delinquent subordinate mortgage lien payment (P&I) and/or principal reduction or payoff of a non-profit/government bond second lien. • Land Contract delinquent monthly payment (P&I). • Manufactured/mobile home delinquent loan monthly payment (P&I) and delinquent lot rent, if applicable. • Utilities, including electric, gas, home energy and water delinquent balances and costs to restore services, if arrearages not otherwise covered from another source of funds. • Internet service, including broadband Internet access, delinquent balances, and costs to restore services, if arrearages not otherwise covered from another federal assistance source of funds. • Homeowner's association fees, condominium association fees or common charges, delinquent balances including costs for lien extinguishment. • Homeowner's hazard, flood and/or mortgage insurance delinquent balances, including force place coverage, and costs to reinstate coverage. • Delinquent property taxes, including assessed interest and penalties. • Homeowner counseling/non-profit legal entity application assistance costs • De minimis lender-assessed fees. <p>Arrearages of qualified expenses are eligible for purposes of HAF regardless of the date they were incurred, including if arose before January 21, 2020 per U.S. Treasury guidance dated August 2, 2021.</p> <p>Exhibit A to this Program Design contains the other Treasury-required requirements, such as the maximum dollar amount that this program will provide to each homeowner for each type of qualified expense ("Per Item Maximum Amount".)</p>
Maximum Per Household MIHAF Assistance	<p>The Authority will not exceed its "Maximum Per Household MIHAF Assistance" amount of \$25,000 per household, combined across all Eligible Uses, in the MIHAF Program.</p> <p>Additionally, the Authority will not exceed its Per Item Maximum Amounts listed in Exhibit A.</p> <p>Additionally, assistance is limited to one-time, per household.</p>
Assistance Type	<p>Assistance will be structured as a non-recourse grant.</p>

Payout of MIHAF Assistance	<p>The Authority will disburse MIHAF assistance directly to mortgage lender/servicer, land contract holder, manufactured/mobile home lender/park (lot fees), county treasurer, condominium/homeowners' association, utility provider, local municipality, internet and/or broadband service providers.</p> <p>The Authority will make no more than one disbursement to each payee.</p> <p>The Authority will disburse the amount quoted by the lender/servicer; any discrepancies to be resolved by the homeowner and lender/servicer.</p> <p>If Homeowner's past due amount exceeds the amount that the Authority can provide, Homeowner may pay the difference, and the Authority will pay the maximum of their limit.</p>
Structure of Assistance and Payment Process Description of Qualified Expenses	<p>MIHAF assistance will be prioritized to Eligible "Qualified Expenses" of MIHAF Program Proceeds as follows:</p> <ol style="list-style-type: none"> 1) Mortgage/housing loan assistance, 2) Land Contracts and Reverse Mortgages, 3) Property taxes, 4) Condominium/homeowners' association fees, 5) Mobile home and/or lot payment assistance, 6) Homeowner's insurances, 7) Utilities, 8) Internet services.
Program Launch	<p>The Authority is planning to launch the program to the public statewide in the fourth quarter of 2021 subject to the timing of Michigan's legislative appropriation of program funds to the Authority, MSHDA Board approval, and the Department of U.S. Treasury's approval of Michigan's MIHAF Plan. The terms hereof are subject to change based on the foregoing.</p>
Program Duration	<p>The period of performance for the MIHAF award begins on the date hereof and ends on September 30, 2026. HAF recipient shall not incur any obligations to be paid with the funding from this award after such period of performance ends.</p> <p>The Authority plans to disburse all funds prior to the end of program date, September 30, 2026.</p>
Program Leverage with Other Financial Resources	<p>The Authority will undertake best effort approach to leverage the assistance that might be available for homeowners through other federal programs that have been created expressly for that purpose before using MIHAF funds for utility assistance, for example.</p>
Program Exclusions	<ul style="list-style-type: none"> • Home repair/property improvement assistance. • MSHDA employees.

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Exhibit A

Eligible Uses of MIHAF Program Proceeds	Per Item Maximum Amount Per Homeowner	Description of Intended Impact on Eligible Homeowners
Housing Payment Assistance (Mortgage, Land Contract, Mobile Home)	\$25,000	Reinstate, avoid foreclosure, retain homeownership
Property Tax Assistance	\$25,000	Reinstate, avoid foreclosure, retain homeownership
Condominium Association Assistance	\$10,000 in Maximum per Homeowner Amount	Reinstate, avoid foreclosure, retain homeownership
Homeowner's Insurances (Hazard, Flood or Mortgage)	\$25,000	Reinstate and restore coverage
Utility Assistance	\$500 in Maximum per Homeowner Amount	Reinstate and restore services

220121
RESOLUTION NO.: _____PRESENTED: 3/23/2022

ADOPTED: _____

BY THE CITY ADMINISTRATOR:

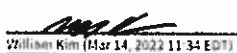
RESOLUTION TO LASERCOM LLC FOR ADDITIONAL POSTAGE COSTS

WHEREAS, the Customer Service Center (CSC) uses Lasercom for mailing services, including printing, sorting, and mailing of water bills, water shutoff notices, and property taxes. The CSC is requesting additional funds for Lasercom, which are necessary to cover additional postage costs for mailings of City water and sewer bills.

Account Number	Account Name	Amount
101-253.202-902.000	CUST SERV Water Collect- POSTAGE	\$12,250.00
101-253.203-902.000	CUST SERV Sewer Collect- POSTAGE	\$12,250.00
	FY2022 GRAND TOTAL	\$24,500.00

IT IS RESOLVED, that the appropriate City Officials are authorized to do all things necessary to enter into change order #1 to the contract with Lasercom LLC to provide additional postage for the mailing of City water and sewer bills for FY2022 in the amount of \$24,500.00, for an aggregate FY22 (07/01/21-06/30/22) total amount of \$173,590.00 under the same terms and conditions.

APPROVED AS TO FORM:


William Kim (Mar 14, 2022 11:34 EDT)

William Kim, Acting City Attorney

APPROVED AS TO FINANCE:


Jennifer Ryan (Mar 14, 2022 11:04 EDT)

Robert J.F. Widigan, Chief Financial Officer

FOR THE CITY OF FLINT:


CLYDE D EDWARDS (Mar 14, 2022 12:17 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

Eric Mays, City Council President

APPROVED AS TO PURCHASING:



Lauren Rowley, Purchasing Manager



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 3/10/22

BID/PROPOSAL#

AGENDA ITEM TITLE: LASERCOM

PREPARED BY: Patrice Ellison, Admin Clerk, Finance/Customer Service Center
(Please type name and Department)

VENDOR NAME: LASERCOM, LLC

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The purpose of this resolution is to get approval to pay additional postage to Lasercom, LLC for the mailing of water bills and shutoff notices for the completion of fiscal year'22.

FINANCIAL IMPLICATIONS: \$24,500.00

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

Dept.	Name of Account	Account Number	Grant Code	Amount
FIN/ CSC	CUSTOMER SERVICES WATER COLLECTION - POSTAGE	101-253.202-902.000		\$12,250.00
	CUSTOMER SERVICE - SEWER COLLECTION - POSTAGE	101-253.203-902.000		\$12,250.00
	FY 2022			\$24,500.00

PRE-ENCUMBERED? YES ☒ NO ☐ **REQUISITION NO:** 220004455

ACCOUNTING APPROVAL: _____ **Date:** _____

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



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

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

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

DEPARTMENT HEAD SIGNATURE: Amanda Trujillo
(Amanda Trujillo, City of Flint Treasurer)

220122



RESOLUTION NO.: _____

PRESENTED: 3/23/2022

ADOPTED: _____

BY THE CITY ADMINISTRATOR:

RESOLUTION TO BERGER CHEVROLET FOR TWENTY (20) CHEVROLET TAHOES PPV

On December 18, 2018, the City Council adopted Resolution #180618 to lease/purchase twenty (20) 2019 Chevrolet Tahoe Police Pursuit Vehicles (PPV) with full police up-fitting; and

Berger Chevrolet, Inc., 2525 28th Street, SE, Grand Rapids, MI was the responsive bidder through the Oakland County Cooperative Purchasing Blanket Contract #5218. This is the Fourth and final year of the lease/purchase.

Funding for said services will come from the following accounts for FY22 (07/01/21-06/30/22):

Account Number	Account Name	Amount
661-451.100-940.000	Lease of 2019 Chevrolet 4x4 Tahoe PPV	\$ 257,877.66
	FY22 GRAND TOTAL	\$ 257,877.66

IT IS RESOLVED, that the proper city officials, are hereby authorized to issue a purchase order to Berger Chevrolet for twenty (20) 2019 Chevrolet Tahoe Police Pursuit Vehicles (PPV) with full police up-fitting in the amount not-to-exceed \$257,877.66 for FY22 (07/01/21-06/30/22).

APPROVED AS TO FORM:

William Kim
William Kim (Mar 8, 2022 10:27 EST)

William Kim, Acting City Attorney

APPROVED AS TO FINANCE:

Jennifer Ryan
Jennifer Ryan (Mar 8, 2022 09:50 EST)

Robert J.F Widigan, Chief Financial Officer

FOR THE CITY OF FLINT:

CLYDE D EDWARDS
CLYDE D EDWARDS (Mar 14, 2022 12:16 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

Eric Mays, City Council President

APPROVED AS TO PURCHASING:

Lauren Rowley

Lauren Rowley, Purchasing Manager



CITY OF FLINT

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 \$257,877.66

BUDGET YEAR 2

BUDGET YEAR 3

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

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

DEPARTMENT HEAD SIGNATURE:

Aaron R. Cottrell

Digitally signed by Aaron R. Cottrell
Date: 2021.06.17 08:22:41 -04'00'

(Aaron R. Cottrell, Fleet Administrator)

DEPARTMENT HEAD MUST SIGN



Sheldon Neeley
Mayor

CITY OF FLINT, MICHIGAN
Department of Finance
Fleet Services Division

Clyde Edwards
City Administrator

Shelbi Frayer
Chief Financial Officer

Aaron Cottrell
Fleet Administrator

May 12, 2021

TO: Joyce A. McClane, Purchasing Manager
FROM: Aaron Cottrell, Fleet Administrator
SUBJECT: (20) Police Pursuit Vehicles Lease
YR4 of four-year lease

Fleet Services is requesting a Purchase Order be issued with Pinnacle Public Finance (for Berger Chevrolet) for FY2022 using funds in the amount of \$257,877.66 from account 661-451.100-940.000.

This is for the final annual lease payment for the (20) Tahoe pursuit vehicles purchased through the MDeal vendor Berger Chevrolet. Payment will be due no later than 5/1/2022.

Thank you,

Aaron R. Cottrell

Digitally signed by Aaron R. Cottrell
DN: cn=Aaron R. Cottrell, o=City of Flint, ou=Fleet
Services, email=aacottrell@cityofflint.com, c=US
Date: 2021.05.12 13:20:20 -0400

Aaron Cottrell
Fleet Administrator



Lessee: City of Flint
P.O. Box 248
Flint, MI 48501

Invoice Number: 31545
Invoice Due Date: 5/1/2022
Control Number: 102617
Amount Due: \$257,877.66

Attention: Accounts Payable

Name of Obligation: Schedule of Property No. 1 dated 5/1/2019 to Master Equipment Lease Purchase Agreement dated 5/1/2019

Equipment Description: Twenty (20) Chevrolet Tahoe SUVs

Purchase Order Number:

Invoice Due Date	Amount Due
5/1/2022	\$257,877.66

Remit to: Pinnacle Public Finance, Inc.
P.O. Box 028549
Miami, FL 33102-8549

Inquiries: Janet Bryant
(800) 632-8864
jbryant@ppf-inc.com

Keep top portion for your records

Please detach bottom portion and return with your payment



Remit to: Pinnacle Public Finance, Inc.
P.O. Box 028549
Miami, FL 33102-8549

Invoice Number: 31545
Invoice Due Date: 5/1/2022
Control Number: 102617
Amount Due: \$257,877.66

Inquiries: (800) 632-8864

EXHIBIT A-1**RENTAL PAYMENT SCHEDULE**

RE Schedule of Property No. 1 dated May 1, 2019 to Master Equipment Lease Purchase Agreement dated as of May 1, 2019 between AmeriCredit Financial Services, Inc. d/b/a GM Financial, as Lessor, and City of Flint, as Lessee

Pmt #	Payment Date	Payment Amount	Interest	Principal	Purchase Price	Outstanding Balance
	5/1/2019					\$969,617.80
1	5/1/2019	\$257,877.66	\$0.00	\$257,877.66		\$711,740.14
2	5/1/2020	\$257,877.66	\$30,519.41	\$227,358.25	\$494,069.51	\$484,381.89
3	5/1/2021	\$257,877.66	\$20,770.29	\$237,107.37	\$252,220.02	\$247,274.53
4	5/1/2022	\$257,877.66	\$10,603.13	\$247,274.53	-\$0.00	-\$0.00
Totals:		\$1,031,510.64	\$61,892.84	\$969,617.80	Rate 4.2880%	

COMMENCEMENT DATE: May 1, 2019

City of Flint

Signature

Name/Title

Date



Dr. Karen W. Weaver, Mayor

May 1, 2019



GM FINANCIAL

MASTER EQUIPMENT LEASE PURCHASE AGREEMENT

This Master Equipment Lease Purchase Agreement dated as of May 1, 2019 ("Agreement") and entered into between AmeriCredit Financial Services, Inc., d/b/a GM Financial, a Delaware corporation ("Lessor"), and City of Flint, a body corporate and politic existing under the laws of the State of Michigan ("Lessee")

1. **Agreement.** Lessee agrees to lease from Lessor certain "Equipment" as described in each Equipment Schedule (Exhibit A), which together with a Rental Payment Schedule (Exhibit A-1) constitute a "Schedule" subject to the terms and conditions of and for the purposes set forth in each Lease. Items of equipment may be added to the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein. Each Schedule and the terms and provisions of this Agreement (which includes all exhibits hereto, together with any amendments and modifications pursuant thereto) which are incorporated by reference into such Schedule shall constitute a separate and independent lease and installment purchase of the Equipment therein described and are referred to herein as a "Lease".

2. **Term.** The "Commencement Date" for each Lease is the date when interest commences to accrue under such Lease which date shall be the earlier of (i) the date on which the Equipment listed in such Lease is accepted by Lessee in the manner described in Section 11, or (ii) the date on which sufficient monies to purchase the Equipment listed in such Lease are deposited for that purpose with an escrow agent, or (iii) the date sufficient monies are set aside for acquisition of Equipment as evidenced in Exhibit D, if applicable. The "Lease Term" for each Lease means the Original Term and all Renewal Terms therein provided and for this Agreement means the period from the date hereof until this Agreement is terminated. The "Original Term" means the period from the Commencement Date for each Lease until the end of Lessee's fiscal year or biennium (as the case may be) (the "Fiscal Period") in effect at such Commencement Date. The "Renewal Term" for each Lease is each term having a duration that is coextensive with the Fiscal Period.

3. **Representations and Covenants of Lessee.** Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof and as of the Commencement Date of each Lease as follows: (a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority under the constitution and laws of the state where the Lessee is located ("State") to enter into this Agreement and each Lease and the transactions contemplated hereby and to perform all of its obligations hereunder and under each Lease, (b) Lessee has duly authorized the execution and delivery of this Agreement and each Lease by proper action of its governing body at a meeting duly called and held in accordance with State law, or by other appropriate official approval, and all requirements have been met and procedures have occurred to ensure the validity and enforceability of this Agreement and each Lease, (c) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic, (d) Lessee has complied with such public

bidding requirements as may be applicable to this Agreement and each Lease and the acquisition by Lessee of the Equipment as provided in each Lease, (e) during the Lease Term, the Equipment will be used by Lessee solely and exclusively for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority, (f) Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Period and such other financial information relating to the ability of Lessee to continue each Lease as may be requested by Lessor, and (g) Lessee has an immediate need for the Equipment listed on each Schedule and expects to make immediate use of the Equipment listed on each Schedule.

4. **Tax and Arbitrage Representations.** Lessee hereby represents as follows: (a) the estimated total costs of the Equipment listed in each Schedule will not be less than the total principal portion of the Rental Payments listed in such Rental Payment Schedule, (b) the Equipment listed in each Schedule has been ordered or is expected to be ordered within 6 months of the Commencement Date and all amounts deposited in escrow to pay for the Equipment, and interest earnings, will be expended on costs of the Equipment and the financing within 3 years of Commencement Date, (c) no proceeds of any Lease will be used to reimburse Lessee for expenditures made more than 60 days prior to the Commencement Date or, if earlier, more than 60 days prior to any official action taken to evidence an intent to finance, (d) Lessee has not created or established, and does not expect to create or establish, any sinking fund or similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments, (e) the Equipment listed in each Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in part, prior to the last maturity of Rental Payments, (f) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended ("Code"), including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation, and (g) Lessee intends that each Lease not constitute a "true" lease for federal income tax purposes.

5. **Lease of Equipment.** Upon the execution of each Lease Lessor demises, leases, transfers, and lets to Lessee, and Lessee acquires, rents, leases and hires from Lessor, the Equipment in accordance with the terms thereof. The Lease Term for each Lease may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Lease Term set forth in such Lease. At the end of the Original Term and at the end of each Renewal Term the Lease Term

shall be automatically extended upon the successive appropriation by Lessee's governing body of amounts sufficient to pay Rental Payments and other amounts payable under the related Lease during the next succeeding Fiscal Period until all Rental Payments payable under such Lease have been paid in full, unless Lessee shall have terminated such Lease pursuant to Section 7 or Section 22. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the applicable Lease.

6. Continuation of Lease Term. Lessee currently intends, subject to Section 7, to continue the Lease Term of each Lease through the Original Term and all Renewal Terms and to pay the Rental Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the maximum Lease Term of each Lease can be obtained. Lessee currently intends to do all things lawfully within its power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds or to extend the applicable Schedule for any Renewal Term is within the discretion of the governing body of Lessee.

7. Nonappropriation. Lessee is obligated only to pay such Rental Payments under each Lease as may lawfully be made from funds budgeted and appropriated for that purpose. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under any Lease following the then current Original Term or Renewal Term, such Lease or Leases shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 30 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If any Lease is terminated in accordance with this Section, Lessee agrees to peacefully deliver the Equipment to Lessor at the location(s) to be specified by Lessor.

8. Conditions to Lessor's Performance. This Agreement is not a commitment by Lessor to enter into any Lease not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Lease. It being understood that whether Lessor enters into any proposed Lease shall be a decision solely within Lessor's discretion. Lessee will cooperate with Lessor in Lessor's review of any proposed Lease. Lessee understands that Lessor requires certain documentation and information necessary to enter into any Lease and Lessee agrees to provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Lease. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

9. Rental Payments. Lessee shall promptly pay "Rental Payments" as described in Exhibit A-1 to each Lease, exclusively from legally available funds, to Lessor on the dates and in such amounts as provided in each Lease. Lessee shall pay Lessor a charge on any Rental Payment not paid on the date such payment is due at the rate of 12% per annum or the maximum rate permitted by law, whichever is less, from such date until paid. Rental Payments consist of principal and interest portions. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments under each Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein or in a Lease constitute a pledge of the general tax revenues, funds or monies of Lessee.

10. RENTAL PAYMENTS TO BE UNCONDITIONAL. EXCEPT AS PROVIDED IN SECTION 7, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.

11. Delivery; Installation; Acceptance. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in each Lease and pay any and all delivery and installation costs in connection therewith. When the Equipment listed in any Lease has been delivered and installed, Lessee shall immediately accept such Equipment and evidence said acceptance by executing and delivering to Lessor an Acceptance Certificate (Exhibit B). Lessor shall provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term.

12. Location; Inspection. Except in the case of motor vehicles, no item of the Equipment will be moved from the location specified for it in the Lease on which such item is listed without Lessor's consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

13. Use; Maintenance. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by the related Lease. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body. Lessee agrees that it will at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good

repair and working order. Lessee will enter into a maintenance contract for the Equipment that is acceptable to Lessor.

14. **Title.** Upon acceptance of the Equipment under a Lease by Lessee, title to the Equipment shall vest in Lessee subject to Lessor's rights under the Lease; provided that title shall thereafter immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of the Equipment to Lessor, upon (a) any termination of the applicable Lease other than termination pursuant to Section 22 or (b) the occurrence of an Event of Default. Transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

15. **Security Interest.** To secure the payment of all of Lessee's obligations under each Lease, upon the execution of such Lease, Lessee grants to Lessor a security interest constituting a first and exclusive lien on the Equipment applicable to such Lease and on all proceeds therefrom. Lessee agrees to execute such additional documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated.

16. **Lien, Taxes, Other Governmental Charges and Utility Charges.** Lessee shall keep the Equipment free of all liens, taxes and encumbrances except those created by each Lease. The parties to this Agreement contemplate that the Equipment will be used for governmental or proprietary purposes of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes or charges as the same may become due.

17. **Insurance.** At its own expense, Lessee shall during each Lease Term maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable "Purchase Price" of the Equipment as described in Exhibit A-1 of each Lease; (b) liability insurance that protects Lessee from liability in all events in form and amount satisfactory to Lessor; and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b). Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout each Lease Term. Lessee shall not materially modify or cancel such insurance or self-insurance coverage without first giving written notice thereof to Lessor at least 10 days in advance of such cancellation or modification. All such insurance described in

clauses (a) and (b) above shall contain a provision naming Lessor as a loss payee and additional insured.

18. **Advances.** In the event Lessee shall fail to keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term and Lessee agrees to pay such amounts so advanced by Lessor with interest thereon from the advance date until paid at the rate of 12% per annum or the maximum rate permitted by law, whichever is less.

19. **Damage, Destruction and Condemnation.** If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment to substantially the same condition as existed prior to the event causing such damage, destruction, or condemnation, unless Lessee shall have exercised its option to purchase the Equipment pursuant to Section 22. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

For purposes of this Section, the term "Net Proceeds" shall mean (y) the amount of insurance proceeds received by Lessee for replacing, repairing, restoring, modifying, or improving damaged or destroyed Equipment, or (z) the amount remaining from the gross proceeds of any condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof. If the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement referred to herein, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pursuant to Section 22 purchase Lessor's interest in the Equipment and in any other Equipment listed in the same Lease. The amount of the Net Proceeds, if any, remaining after completing such replacement, repair, restoration, modification or improvement or after purchasing Lessor's interest in the Equipment and such other Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Section 9.

20. **DISCLAIMER OF WARRANTIES.** LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO WHETHER EXPRESS OR IMPLIED, AND LESSEE ACCEPTS SUCH EQUIPMENT AS IS AND WITH ALL FAULTS. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR

CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF ANY LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF ANY ITEM, PRODUCT OR SERVICE PROVIDED FOR IN ANY LEASE

21. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee as its agent and attorney-in-fact during each Lease Term, so long as Lessee shall not be in default under the related Lease, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against Vendor. The term "Vendor" means any supplier or manufacturer of the Equipment as well as the agents or dealers of the manufacturer or supplier from whom Lessor purchased or is purchasing such Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against Vendor of the Equipment, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights or obligations of Lessor with respect to any Lease, including the right to receive full and timely payments under a Lease. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties by Vendor of the Equipment.

22. Purchase Option. Lessee shall have the option to purchase Lessor's interest in all of the Equipment listed in any Lease, upon giving written notice to Lessor at least 60 days before the date of purchase, at the following times and upon the following terms: (a) on the Rental Payment dates specified in each Lease, upon payment in full of the Rental Payments then due under such Lease plus the then applicable Purchase Price as referenced in Exhibit A 1; or (b) in the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in a Lease, on the day specified in Lessee's notice to Lessor of its exercise of the purchase option upon payment in full to Lessor of the Rental Payments then due under such Lease plus the then applicable Purchase Price plus accrued interest from the immediately preceding Rental Payment date to such purchase date.

23. Assignment. Lessor's right, title and interest in and to each Lease, including Rental Payments and any other amounts payable by Lessee thereunder and all proceeds therefrom, may be assigned and reassigned to one or more assignees or subassignees by Lessor without the necessity of obtaining the consent of Lessee; provided that any such assignment shall not be effective until (a) Lessee has received written notice, signed by the assignor, of the name and address of the assignee, and (b) it is registered on the registration books. Lessee shall retain all such notices as a register of all assignees in compliance with Section 149(a) of the Code, and shall make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents that may be reasonably requested by Lessor or any assignee to protect its interests and property assigned pursuant to this Section. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or Vendor. Assignments may include without limitation assignment of all of Lessor's security interest in and to the Equipment listed in a particular Lease and all rights in, to and

under the Lease related to such Equipment. Lessee hereby agrees that Lessor may, without notice to Lessee, sell, dispose of, or assign this Agreement or any particular Lease or Leases through a pool, trust, limited partnership, or other similar entity, whereby one or more interests are created in this Agreement or in a Lease or Leases, or in the Equipment listed in or the Rental Payments under a particular Lease or Leases.

None of Lessee's right, title and interest in, to and under any Lease or any portion of the Equipment listed in each Lease may be assigned, subleased, or encumbered by Lessee for any reason without obtaining prior written consent of Lessor.

24. Events of Default. Any of the following events shall constitute an "Event of Default" under a Lease: (a) failure by Lessee to pay any Rental Payment or other payment required to be paid under a Lease at the time specified therein; (b) failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor; (c) any statement, representation or warranty made by Lessee in or pursuant to any Lease shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made; or (d) Lessee institutes any proceedings under any bankruptcy, insolvency, reorganization or similar law or a receiver or similar official is appointed for Lessee or any of its property.

25. Remedies on Default. Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps: (a) by written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to such Lease and other amounts payable by Lessee under such Lease to the end of the then current Original Term or Renewal Term to be immediately due and payable; (b) with or without terminating the Lease Term under such Lease, Lessor may enter the premises where the Equipment listed in such Lease is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment to, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments payable by Lessee pursuant to such Lease and other amounts related to such Lease of the Equipment listed therein that are payable by Lessee to the end of the then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under such Lease, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees), subject, however, to the provisions of Section 7 hereof. The exercise of any such remedies in respect of any such Event of Default shall not relieve Lessee of any other liabilities under any other Lease or the Equipment listed therein; and (c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under such Lease or as a secured party in any

or all of the Equipment. Any net proceeds from the exercise of any remedy under a Lease (after deducting all costs and expenses referenced in the Section) shall be applied as follows: (i) if such remedy is exercised solely with respect to a single Lease, Equipment listed in such Lease or rights thereunder, then to amounts due pursuant to such Lease and other amounts related to such Lease or such Equipment; or (ii) if such remedy is exercised with respect to more than one Lease, Equipment listed in more than one Lease or rights under more than one Lease, then to amounts due pursuant to such Leases pro-rata.

26. No Remedy Exclusion. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under a Lease now or hereafter existing at law or in equity.

27. Notices. All notices or other communications under any Lease shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid to the parties hereto at the addresses listed below (or at such other address as either party hereto shall designate in writing to the other for notices to such party), or to any assignee at its address as it appears on the registration books maintained by Lessee.

28. Release and Indemnification. To the extent permitted by State law, and subject to Section 7, Lessee shall indemnify, release, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, attorney's fees and expenses, penalties connected therewith imposed on interest received) arising out of or as result of (a) entering into any Lease, (b) the ownership of any item of Equipment, (c) the ordering, acquisition, use, operation,

condition purchase, delivery, rejection, storage or return of any item of Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant or any material representation contained in a Lease. The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under all Leases or the termination of the Lease Term under all Leases for any reason.

29. Miscellaneous Provisions. Each Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. References herein to "Lessor" shall be deemed to include each of its assignees and subsequent assignees from and after the effective date of each assignment as permitted by Section 23. In the event any provision of any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof. Each Lease may be amended by mutual written consent of Lessor and Lessee. Each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The captions or headings in this Agreement and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement or any Lease. This Agreement and each Lease shall be governed by and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

(LESSOR)

AmeriCredit Financial Services, Inc., d.b.a GM Financial
8377 E. Hartford Drive, Suite 115
Scottsdale, AZ 85255

Signature

Name/Title:

Date:

Korey Bateman - AVP

5/29/19

(LESSEE)

City of Flint
1101 S. Saginaw
Flint, MI 48502

Signature

Name/Title

Date

Karen W. Weaver

Dr. Karen W. Weaver, Mayor

May 1, 2019



GM FINANCIAL

NOTICE OF ASSIGNMENT

City of Flint
1101 S. Saginaw
Flint, MI 48502

Re Schedule of Property No. 1 dated May 1, 2010 to Master Equipment Lease Purchase Agreement dated May 1, 2010 (the "Agreement")

To Whom It May Concern:

Please be advised that AmeriCredit Financial Services, Inc., d/b/a GM Financial has assigned all its right, title, and interest in, to and under the above referenced Agreement, the equipment leased thereunder, and the right to receive all payments thereunder to the following assignee:

Remittance: Pinnacle Public Finance, Inc
P.O. Box 028549
Miami, FL 33102-8549

Correspondence: Pinnacle Public Finance, Inc
Attn: Servicing Department
8377 East Hanford Drive, Suite 115
Scottsdale, Arizona 85255

All payments and payment of the purchase price due under the Agreement should be made to the Assignee at the above address.

Sincerely,

AmeriCredit Financial Services, Inc., d/b/a GM Financial

By: 

Title: Korey Bateman - AVP

CITY OF FLINT



PROPOSAL #1900014

RESOLUTION NO: 210197
 PRESENTED: APR 26 2021
 ADOPTED: APR 26 2021

BY THE CITY ADMINISTRATOR:

RESOLUTION TO BERGER CHEVROLET FOR TWENTY (20) CHEVROLET TAHOES PPV

On December 18, 2018, the City Council adopted resolution #180618 to lease/purchase twenty (20) 2019 Chevrolet Tahoe Police Pursuit Vehicles (PPV) with full police up-fitting; and

Berger Chevrolet, Inc., 2525 28th Street, SE, Grand Rapids, MI was the responsive bidder through the Oakland County Cooperative Purchasing Blanket Contract #5218. This is the third year of a four year lease/purchase.

Funding for said services will come from the following accounts for FY21 (07/01/20 - 06/30/21):

Name of Account	Account #	Grant #	Amount
Lease of 2019 Chevrolet 4x4 Tahoe PPV	661-451.100-940.000		\$257,877.66
	FY21 GRAND TOTAL		\$257,877.66

IT IS RESOLVED, that the proper city officials, are hereby authorized to lease a purchase order to Berger Chevrolet for twenty (20) 2019 Chevrolet Tahoe Police Pursuit Vehicles (PPV) with full police up-fitting in the amount not to exceed for FY21 (07/01/20 - 06/30/21) \$257,877.66 and the aggregate amount not to exceed \$773,632.98.

APPROVED AS TO FORM:

Angela Wheeler
Angela Wheeler (Mar 18, 2021 13:30 EDT)

Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:

Shelli Frayer
Shelli Frayer (Mar 18, 2021 13:30 EDT)

Shelli Frayer, Interim Chief Financial Officer **96**

FOR THE CITY OF FLINT:

Clyde Edwards
Clyde Edwards (Mar 18, 2021 13:30 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

Kate Fields

Kate Fields, City Council President

APPROVED AS TO PURCHASING:

Joyce McClane
Joyce McClane (Mar 18, 2021 13:30 EDT)

Joyce A. McClane, Purchasing Manager

FTM-03/13/2021-JAM



820123

RESOLUTION NO.: _____

PRESENTED: 3/23/2022

ADOPTED: _____

BY THE CITY ADMINISTRATOR:

RESOLUTION TO DELL MARKETING L.P. FOR MICROSOFT LICENSING RENEWAL

WHEREAS, The City of Flint Information Technology Department has requested a three (3) year Microsoft licensing renewal; and

Dell Marketing, LP, One Dell Way, Round Rock, Texas submitted a quote for said lease renewal through the State of Michigan MiDeal program contract # 071B6600111.

Funding for said services will come from the following account:

Account Number	Account Name	Amount
636-228.100-814.600	Software	
	FY22 TOTAL	\$14,826.00
	FY23 TOTAL	\$74,128.60
	FY24 TOTAL	\$88,954.60
	FY25 TOTAL	\$88,964.60
	GRAND TOTAL	\$266,863.80

IT IS RESOLVED, That the Division of Purchases and Supplies, upon City Council's approval, is hereby authorized to issue a Purchase Order with Dell Marketing L.P. for a three (3) year Microsoft licensing renewal, in the amount of \$14,826.00 for the remainder of FY22 (07/01/21-06/30/22), \$74,128.60 for FY23 (07/01/22-06/30/23) pending budget adoption, \$88,954.60 FY24(07/01/23-06/30/24) pending budget adoption, and \$88,954.60 for FY25 (07/01/24-06/30/25) pending budget adoption, for the total aggregate amount not-to-exceed \$266,863.80.

APPROVED AS TO FORM:


William Kim (Mar 9, 2022 13:58 EST)

William Kim, Acting City Attorney

APPROVED AS TO FINANCE:


Jennifer Ryan (Mar 9, 2022 13:50 EST)

Robert J.F. Widigan, Chief Financial Officer

FOR THE CITY OF FLINT:


CLYDE D. EDWARDS (Mar 14, 2022 17:19 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:


Eric Mays, City Council President

APPROVED AS TO PURCHASING:



Lauren Rowley, Purchasing Manager



CITY OF FLINT

STAFF REVIEW FORM

TODAY'S DATE: 03/02/2021

BID/PROPOSAL#

AGENDA ITEM TITLE: Year 3 of 3 for Microsoft Enterprise Licensing

PREPARED BY Monique Cole, Information Technology
(Please type name and Department)

VENDOR NAME: Dell Marketing

BACKGROUND/SUMMARY OF PROPOSED ACTION:

M365APPSFORENTERPRISEFROMSAGCC SHRDSVR ALNG SUBSVL MVL PERUSR QTY 391
@\$88.80/YEAR

M365APPSFORENTERPRISEGCC SHRDSVR ALNG SUBSVL MVL PERUSR QTY 9
@\$131.64/YEAR

WINSVRSTDCORE ALNG SA MVL 16LIC CORELIC QTY 14 @ \$152.94/YEAR

WINSVRDCORE ALNG SA MVL 16LIC CORELIC QTY 3 @ \$1,004.92/YEAR

WINRMTDSKTPSRVCSCAL ALNG SA MVL USRCAL QTY 100 @\$24.10/YEAR

SQLSVRSTDCORE ALNG SA MVL 2LIC CORELIC QTY 14 @ \$585.16/YEAR

CORECAL ALNG SA MVL PLTFRM USRCAL QTY 400 @ \$46.55/YR

WINENTPERDVC ALNG UPGRDSAPK MVL PLTFRM QTY 400 @ \$46.55/YEAR

O365GCCE1AddOn ShrdSvr ALNG SubsVL MVL Addon touserCoreCAL QTY 1 @ \$50.88/YEAR

Funds to come from Software Funds 636-228.100-814.600 annually \$88,954.60 with a 3 Year Total of \$266,863.80

FINANCIAL IMPLICATIONS:

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



CITY OF FLINT

Dept.	Name of Account	Account Number	Grant Code	Amount
IT	SOFTWARE	636-228.100-814.600		\$14,826.00
		FY22 GRAND TOTAL		\$14,826.00
		FY23 GRAND TOTAL		\$74,128.60
		FY24 GRAND TOTAL		\$88,954.60
		FY25 GRAND TOTAL		\$88,954.60
		GRAND TOTAL		\$266,863.80

PRE-ENCUMBERED? YES ☒ NO ☐ REQUISITION NO: 220005433

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 \$14,826.00

BUDGET YEAR 2 \$74,128.60

BUDGET YEAR 3 \$88,954.60

BUDGET YEAR 4 \$88,954.60

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

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

DEPARTMENT HEAD SIGNATURE: Jeffrey D. Keen Jeffrey D. Keen, IT Director

(PLEASE TYPE NAME, TITLE)

DEPARTMENT HEAD MUST SIGN



Microsoft

Dell Software - Customer Confidential

Budgetary Quote

Nick Gregory

Nick_Gregory@Dell.com

Customer: City of Flint
 Contact: Jeff Keen
 Customer #: 145895690
 Contract: 87AHG
 Agreement: 5243652

Date of Issue: 3-Mar-2022

Remit To: LA Dell Marketing LP
 One Dell Way
 Round Rock TX 78680

Federal ID: 74-2616805

Product Description	Notes	MFP#	Quantity	Unit Price	Total
M365AppsForEnterpriseFromSAGCC ShrdSvr ALNG SubsVL MVL PerUsr		FR4-00001	391	\$88.80	\$34,720.80
M365AppsForEnterpriseGCC ShrdSvr ALNG SubsVL MVL PerUsr		3WS-00001	9	\$131.64	\$1,184.76
WinSvrSTDCore ALNG SA MVL 16Lic CoreLic		9EM-00267	14	\$152.94	\$2,141.16
WinSvrDCCore ALNG SA MVL 16Lic CoreLic		9EA-00273	3	\$1,004.92	\$3,014.76
WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL		6VC-01254	100	\$24.10	\$2,410.00
SQLSvrStdCore ALNG SA MVL 2Lic CoreLic		7NQ-00292	14	\$585.16	\$8,192.24
CoreCAL ALNG SA MVL Pltfm UsrCAL		W06-01072	400	\$46.55	\$18,620.00
WINENTperDVC ALNG SA MVL Pltfm		KV3-00353	400	\$46.55	\$18,620.00
O365GCC1AddOn ShrdSvr ALNG SubsVL MVL AddOn touserCoreCAL		6V2-00002	1	\$50.88	\$50.88
Notes: Budgetary Quote			Annual Product Subtotal		\$88,954.60
Quote reflects budgetary pricing:			3-Year Total		\$266,863.80

Quote Prepared By: Nick Gregory

*1) Customer's purchase is subject to Dell's Terms and Conditions of Sale found at www.dell.com, unless Customer has a separate purchase agreement with Dell.

2) Sales/use tax is based on the "ship to" address on your invoice. Please indicate your taxability status on your purchase order if exempt. Customer must have an Exemption Certificate on file.

3) If you have a question re: your tax status, please contact your Dell Software sales representative listed above. Shipments to California: for certain products, a State Environmental Fee of up to \$10 per item may be applied to your invoice. Prices do not reflect this fee unless noted. For more information, refer to www.dell.com/environmentalfee.

4) All product descriptions and prices are based on latest information available and are subject to change without notice or obligation.

5) All prices are based on Dell 30 Terms. If not shown, shipping, handling, taxes, and other fees will be added at the time of order, where applicable.

6) Customer understands and acknowledges that all warranties, representations and returns are subject to the manufacturer, publisher or distributor guidelines.



220124
RESOLUTION NO.: _____

PRESENTED: 3/23/2022

ADOPTED: _____

**RESOLUTION TO ENTER CONTRACT WITH GREATER FLINT HEALTH COALITION FOR
HEALTH ASSESSMENTS PROVIDED TO FAMILIES PARTICIPATING IN THE LEAD BASED
PAINT HAZARD CONTROL PROGRAM**

BY THE CITY ADMINISTRATOR:

WHEREAS, in November 2021, the City of Flint was awarded grant number: MILHB0776-21, for \$2,283,960.00. The funding is allocated for the Lead Based Paint Hazard Control Program (LBPHC). (Performance period November 15, 2021 – May 15, 2025).

WHEREAS, the primary strategy of the City of Flint Lead Based Paint Hazard Control Program (COF LBPHC Program) will focus on the elimination of lead hazards in 70 eligible housing units of target housing, including 12 rental units and 58 owner occupied housing units.

WHEREAS, the Greater Flint Health Coalition is currently the only agency in Flint that provides Elevated Blood Lead Case Management in the City of Flint.

WHEREAS, the Greater Flint Health Coalition's mission is to improve the health status of residents and improve the quality and cost effectiveness of the health care system in the City of Flint.

WHEREAS, the Greater Flint Health Coalition will enter a performance-based MOU over the duration of forty-two (42) months, to determine client needs for enrollment of the program, including pre and post program referrals, perform health assessments of program eligible families, and develop a plan of care for the client(s) in partnership with an appropriate medical provider.

Account Number	Account Name	Amount
296-171.530- 801.000	Professional Services FHUD-LBPHC21	\$349,977.00

IT IS RESOLVED that appropriate City Officials are authorized to do all things necessary to enter into a contract with Greater Flint Health Coalition in the amount not to exceed, \$349,977.00, over the 42 month grant period.

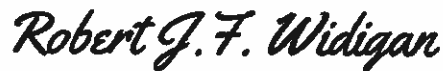
Approved as to Form:


William Kim (Mar 15, 2022 20:26 EDT)

William Kim, Acting Chief Legal Officer

Eric Mays, Council President

Approved as to Finance:



Robert Widigan, Chief Financial Officer


Clyde D. Edwards (Mar 16, 2022 17:20 EDT)

Clyde D. Edwards, City Administrator



RESOLUTION NO.: _____

PRESENTED: _____

ADOPTED: _____

RESOLUTION STAFF REVIEW

Date: March 14, 2022

Agenda Item Title:

RESOLUTION TO ENTER CONTRACT WITH GREATER FLINT HEALTH COALITION FOR HEALTH ASSESSMENTS PROVIDED TO FAMILIES PARTICIPATING IN THE LEAD BASED PAINT HAZARD CONTROL PROGRAM

Prepared by:

Mikesha Loring, LBPHC Program Manager, Office of Public Health

Background/Summary of Proposed Action:

The purpose of this resolution is to award a contract to Greater Flint Health Coalition for the Lead Based Paint Hazard control program. This is considered a sole source since Greater Flint Health Coalition is the only agency in the county to provide elevated blood lead level case management and the initial home health assessments as required.

Included in this process:

- Perform recruitment outreach to families of children with elevated blood lead levels.
- Determining client needs for enrollment of the program, including pre and post program referrals • Perform health assessments of program eligible families
- Assist in client enrollment
- Develop a plan of care for the client(s) in partnership with an appropriate medical provider.

Excluded from this process:

- No known exclusions

Financial Implications:

The \$349,977.00 will be encumbered from the Professional services line in the LBPHC budget: MILHB0776-21

Budgeted Expenditure: Yes X No

Please explain, if no:

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

Martita Moffett-Page
Martita Moffett-Page (Mar 15, 2022 16:04 EDT)

Lottie Ferguson
Lottie Ferguson (Mar 15, 2022 15:30 EDT)



PROPOSAL 20000583

RESOLUTION NO.:

PRESENTED:

ADOPTED:

280125

3/23/2022

RESOLUTION TO J.F. CAVANAUGH COMPANY FOR
WPC AERATION SYSTEM IMPROVEMENTS
SRF NO. 5696-01 – CHANGE ORDER-1

BY THE CITY ADMINISTRATOR:

The division of Purchases & Supplies solicited proposals for the construction projects for Phase I of the Michigan State Revolving Fund Loan Project Plan as requested by the Department of Public Works, Water Pollution Control. Council Resolution 190188.1, adopted on June 24, 2019, approved the Publicly Owned Treatment Works, DPW-WPC Improvements SRF Project Plan.

J.F. Cavanaugh Company was awarded the contract for WPC Aeration System Improvements (Resolution 200331, Adopted 08/10/2020) in the amount of \$18,209,831.00 (includes 6% contingency). Extreme winter conditions caused sub-zero temperatures and falling ice to destroy the diffuser system which is needed to fully operate the aeration process. This additional work will be mostly reimbursed through an active approved insurance claim. However, the contract terms have to be modified in order to maintain compliance with the City's Purchasing Ordinance regarding Contracts. This request is to replace the destroyed diffuser system, add \$1,700,000.00 to the current contract (20-033), and extend the final completion date to January, 18, 2023.

Account Number	Account Name	Amount
590-550.416-801.077	SRF – Aeration System Improvements Project	\$1,700,000.00

IT IS RESOLVED, that the Proper City Officials, are authorized to do all things necessary to enter into **Contract Change Order-1** with J.F. Cavanaugh Company, 20750 Sunnydale, Farmington Hills, Michigan 48336 for the additional work, time, and materials required to complete the WPC Aeration System Improvements project in the amount not to exceed \$1,700,000.00, a revised contract not to exceed amount of \$19,909,831.00.

APPROVED AS TO FORM:


William Kim (Mar 8, 2022 12:05 EST)

William Kim, Interim Chief Legal Officer

APPROVED AS TO FINANCE:


Jennifer Ryan (Mar 8, 2022 12:03 EST)

Robert Widigan, Chief Financial Officer

FOR THE CITY OF FLINT:



CLYDE D EDWARDS (Mar 14, 2022 12:16 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

Eric Mays, City Council President

APPROVED AS TO PURCHASING:



Lauren Rowley, Purchasing Manager



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 03/07/2022
BID/PROPOSAL: P20-583
AGENDA ITEM TITLE: WPC Aeration System Improvements Change Order-1
PREPARED BY: Krystal Wallace
 Water Pollution Control
VENDOR NAME: J.F. Cavanaugh Company

BACKGROUND/SUMMARY OF PROPOSED ACTION:

Currently WPC is nearing 60% completion with a Council approved SRF project to improve the Aeration System. Winter conditions brought sub-zero temperatures causing the water in the tanks to rapidly freeze. The diffuser system was destroyed by falling ice and the natural expansion and contraction of water that occurs while it is freezing. The diffuser process is a required component of the aeration system. The City filed an insurance claim for the replacement of the diffuser system and was awarded \$1,348,731.00, minus any applicable deductibles. However, the full cost to replace the diffuser system is \$1,700,000.00. Additionally, the contract times must be extended to allow for the installation of a new diffuser system.

The City's Administration worked with the contractor, J.F. Cavanaugh Company to find a reasonable compromise to the issues stated above of which resulted in this request for a Contract Change Order. Therefore, it is recommended that a change order to Contract 20-053 with J.F. Cavanaugh Company in the amount of \$1,700,000.00 for WPC Aeration System Improvements, revising the contract amount to 19,909,831.00 with a revised final completion date of January 18, 2023 be approved.

FINANCIAL IMPLICATIONS: None

BUDGETED EXPENDITURE? YES ☐ NO ☒ IF NO, PLEASE EXPLAIN: Adequate funding is available.

Dept.	Name of Account	Account Number	Grant Code	Amount
DPW-WPC	SRF-Aeration System Impv	590-550.416-801.077		\$18,209,831.00
Change Order 1 Total				\$1,700,000.00
New Contract TOTAL				\$19,909,831.00

PRE-ENCUMBERED? YES ☐ NO ☒ **REQUISITION NO:** 220005440

These changes have been approved by the Michigan Clean Water Revolving Loan Fund Finance Committee.

ACCOUNTING APPROVAL: K. Helton **Date:** 03/07/2022

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

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

DEPARTMENT HEAD SIGNATURE: Jeanette M. Best
 Jeanette M. Best, WPC Manager



TETRA TECH Inc.

710 Avis Drive, Ann Arbor, MI 48108
Telephone: 734.665.6000
Fax: 734.665.2570

CHANGE ORDER

DISTRIBUTION:

Owner
MDEQ
Contractor
Tetra Tech

OWNER: The City of Flint, Michigan TITLE: WPC Aeration System Improvements
CONTRACTOR: J.F. Cavanaugh
CONTRACT NO.: 200-156238-19001

CHANGE ORDER NO.: 2

DATE: March 2, 2022

TO THE CONTRACTOR NAMED ABOVE:

Under the above contract and upon approval of the Owner, we hereby recommend the following changes to the contract:

Description	Add/ Deduct	Amount
Fine Bubble Diffuser for Battery A Replacement, Lump Sum	Add	\$1,700,000.00
TOTAL THIS CHANGE ORDER	ADD	\$1,700,000.00

Due to proposed changes to contract and work. Please see supporting documentation attached hereto.

Current Contract Amount	\$18,209,831.00
Amount this Change Order Add	\$1,700,000.00
New Contract Amount	\$19,909,831.00

	Original Dates	Added Days	New Dates
Substantial Completion	June 22, 2022	180	December 19, 2022
Final Completion	July 22, 2022	180	January 18, 2023

RECOMMENDED BY: Tetra Tech

DATE 03/02/22

ACCEPTED BY: J.F. Cavanaugh

DATE 3.2.22

APPROVED BY: City of Flint, Michigan

DATE



CITY OF FLINT
Jeanette Best
P. O. BOX 586
FLINT, MI, 48501

1/6/2022

Insured: CITY OF FLINT
Policy #: PJ630 0N563658
Claim/File#: FRW2902001H
Date of Loss: 2/28/2021
Underwriting Company: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

Dear Mrs. Best,

I am following up on our recent conversation about the damage to your property. I have provided a summary of your payment calculation below.

Please review the estimate provided. Should you or your contractor have questions about any portion of the estimate, please contact me before beginning any repairs.

Full Cost of Repair or Replacement:	\$1,348,731.00
Minus Recoverable Depreciation:	- \$674,365.50
Minus Non-Recoverable Dep:	-\$0.00
Actual Cash Value:	\$674,365.50
Minus Deductible:	-\$250,000.00
Payment:	\$424,365.50

Your estimate includes depreciation. Depreciation is the loss of value that occurs over time due to factors such as age, wear and tear, and obsolescence. Under most insurance policies, claim settlement begins with an up-front payment for the actual cash value of your damage, or the value of the damaged or destroyed item(s) at the time of the loss. For additional explanation and examples of how depreciation works, please visit the claim section at www.travelers.com and search for "Understanding Depreciation."

Your initial payment is based on the actual cash value of your items. You may receive additional payment(s) once you repair and/or replace the damaged items and provide us with documentation (i.e., invoices or cancelled checks). Please mail, email or fax those documents to me when they are available. As stated in your policy, you will need to **notify us within 180 days from the date of the claim that you will be making a claim for the depreciation.** Also, it may be necessary for us to review your completed repairs prior to releasing the additional payment for recoverable depreciation.

If you have any questions, please contact me at (630) 961-4205 or dhojnack@travelers.com.

Sincerely,

Derrick Hojnacki
General Adjuster

Travelers Insurance
C: 815 768 9877
O: 630 961 4205
dhojnack@travelers.com



Insured:	City of Flint	Completed By:	Derrick Hojnacki
Policy #:	PJ630-0N563658	Date:	1/6/22
Underwriting Co:	Travelers Property Casualty Company of America		
Claim #:	FRW2802		
Eff. Dates:	11/01/2020-11/01/2021		
Date of Loss:	2/17/21		
Loss Location:	4652 Beecher Rd, Flint MI		

Statement of Loss

Coverage: BUILDING	\$	318,787,270.00
Policy Limit:		

Item:	RCV	Deprec. Amount	ACV	Comments
Building Repairs	\$1,348,731.00	\$ 674,365.50	\$ 674,365.50	
Coverage Totals	\$ 1,348,731.00	\$ 674,365.50	\$ 674,365.50	

Gross Loss	\$ 1,348,731.00	\$ 674,365.50	\$ 674,365.50
<Loss Deductible> -	\$ 250,000.00	\$ -	\$ 250,000.00
Net Loss and Payable	\$ 1,098,731.00	\$ 674,365.50	\$ 424,365.50

Total Net Loss and Payable	\$ 1,098,731.00	\$ 674,365.50	\$ 424,365.50
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Invoice	City of Flint			
Policy No.:	PR0000156358			
Claim No.:	PR000002			
Date of Loss:	\$44,244.00			
Location of Loss:	4852 Beecher Rd, Flint MI			
DESCRIPTION / Category of work	REPLACEMENT COST	DEPRECIATION AMOUNT	ACTUAL CASH VALUE	Notes
Aeration tank plumbing repair - Battery A	\$1,348,731.00	\$874,365.50	\$674,365.50	See repair estimate written by JS Held for details of payment.
Total	\$1,348,731.00	\$874,365.50	\$674,365.50	



PROPOSAL 20000593

RESOLUTION NO.: 200331
PRESENTED: AUG 10 2020
ADOPTED: 8-10-2020

**RESOLUTION TO J.F. CAVANAUGH COMPANY FOR
WPC AERATION SYSTEM IMPROVEMENTS SRF NO. 5696-01**

BY THE CITY ADMINISTRATOR:

The division of Purchases & Supplies solicited proposals for the construction projects for Phase I of the Clean Water State Revolving Fund Loan as requested by the Department of Public Works, Water Pollution Control. Council Resolution 190188.1, adopted on June 24, 2019, approved the Publicly Owned Treatment Works, DPW-WPC Improvements SRF Project Plan.

Two (2) proposals for the WPC Aeration System Improvements were submitted, received, and reviewed. Proposals were reviewed by both the City of Flint and the Project Engineer. J.F. Cavanaugh Company, 20750 Sunnydale, Farmington Hills, Michigan 48336 was the lowest, responsive, qualified bidder. The bid amount is \$17,197,086.00 plus 6% contingency (State program requirement), for a total not to exceed amount of \$18,209,831.00.

Account Number	Account Name	Amount
TBD Upon loan Acceptance		\$18,209,831.00


IT IS RESOLVED, that the Proper City Officials, are authorized to approve the issuance of a contract to J.F. Cavanaugh Company, 20750 Sunnydale, Farmington Hills, Michigan 48336 for the WPC Aeration System Improvements in the not to exceed amount of \$18,209,831.00.

BE IT FURTHER RESOLVED, that this project will be paid with funds from the pending Clean Water State Revolving Fund Loan and is contingent upon final approval and acceptance of the loan application and bond issuance.

APPROVED AS TO FORM:


Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:


Amanda Trujillo, Acting Chief Financial Officer

FOR THE CITY OF FLINT:


Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:


Monica Galloway, City Council President

APPROVED AS TO PURCHASING:


Joyce A. McClane, Purchasing Manager



220/26

RESOLUTION NO.: _____

PRESENTED: 3/23/2022

ADOPTED: _____

Bid # P21-551

BY THE CITY ADMINISTRATOR:

RESOLUTION TO MCNAUGHTON-MCKAY ELECTRIC FOR ELECTRICAL AND LIGHTING SUPPLIES AND PARTS
CHANGE ORDER #1: FACILITIES MAINTENANCE DEPARTMENT

WHEREAS, the Finance Department received bids for Electrical Supplies on August 11, 2020 (P21-551). McNaughton-McKay Electric was the sole responsive bidder for the three-year bid. Various city departments including Water Plant, Waste Pollution Control, Water Service Center, Traffic Engineering, Facilities Maintenance, and Fire Department require electrical and lighting supplies and parts.

WHEREAS, The Maintenance Division is requesting additional funding for necessary electrical supplies for FY22. Invoices that were recently received from the previous fiscal year, would prohibit Maintenance from purchasing needed electrical parts and supplies with the resolution-approved amount of \$30,000 for FY22.

The additional funding will come from the following account(s):

Account Description	Account Number	Amount
Facilities Maintenance- Municipal Center	101-753.200-752.000	\$12,000.00
	FY22 C.O. TOTAL	\$12,000.00

IT IS RESOLVED, that The Division of Purchases and Supplies is authorized to complete a Change Order to McNaughton McKay Electrical Company for Facilities Maintenance for \$12,000.00, which would bring the Division's overall FY22 , total to \$42,000.00 for electrical parts and supplies. With this Change Order, the overall FY22 (7/1/2021-6/30/2022) multi-department total for McNaughton McKay Electrical Company is not-to-exceed \$252,100.00.

APPROVED AS TO FORM:


William Kim, Acting City Attorney

APPROVED AS TO FINANCE:


Robert J.F. Widigan, Chief Financial Officer

FOR THE CITY OF FLINT:

CLYDE D. EDWARDS
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

Eric Mays
Eric Mays, City Council President

APPROVED AS TO PURCHASING:


Lauren Rowley, Purchasing Manager



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: March 8, 2022

BID/PROPOSAL# 21000551

AGENDA ITEM TITLE: Electrical parts

PREPARED BY Kathryn Neumann for Lee Osborne, Facilities Maintenance Operations Manager

VENDOR NAME: McNaughton McKay Electric

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The Maintenance Division is requesting additional electrical supplies. McNaughton-McKay Electric submitted two invoices totaling almost \$12,000 in March, 2022 that were dated to the previous fiscal year. To pay that amount out of the current purchase order (which equals one-third of the PO) would not allow Maintenance to purchase the normal amounts of electrical supplies used on a day to day basis.

FINANCIAL IMPLICATIONS: There is money in the accounts listed below.

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

Dept.	Name of Account	Account Number	Grant Code	Amount
101	General Fund	753.200-752.000		\$12,000.00
		FY22 GRAND TOTAL		\$12,000.00

PRE-ENCUMBERED? YES ☒ NO ☐ **REQUISITION NO:** 220005441

ACCOUNTING APPROVAL: Jennifer Ryan
Jennifer Ryan (Mar 8, 2022 09:44 EST) **Date:** _____

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: Lee Osborne
Lee Osborne (Mar 8, 2022 09:43 EST)
(Lee Osborne, Facilities Maintenance Operations Manager)



Sheldon A. Neeley

City of Flint

Department of Finance

Division of Purchases & Supplies

August 19, 2020

TO: Jeanette Best
Krystal Wallace
John Florshinger
(WPC)

FROM: Joyce A. McClane
Purchasing Manager

SUBJECT: SEALED BIDS (REBID)

Attached is one (1) bid that was received for **PROPOSAL #21000551 – ELECTRICAL PARTS**. Enclosed are copies for your file. **Bid Due Date: 8/11/20**. Enclosed is a spreadsheet.

Your staff review and recommendation form is needed as soon as possible. **Please use the new fillable form.** This form is to be used for your staff review.

A staff review must be completed for **ALL Bids/Proposals**. Please let me know if you need a copy of the fillable form.

This project has been identified that multiple departments use this item. Please get with those departments to determine the total usage and the amount that needs to go to Council for approval. This proposal is good for 3 years.

Please note: If your project is being funded by any grants issued by the federal government, you must go to:
<https://www.dol.gov/ofccp/regs/compliance/preaward/debarlst.htm> to ensure that the selected vendor has not been debarred.

PLEASE NOTE:

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.



SEALED PROPOSALS RECEIVED IN THE DIVISION OF PURCHASES & SUPPLIES
For (3) YRS – SUPPLY OF ELECTRICAL PARTS
PROPOSAL #21000551

Approximate Annual Quantities – Not Guaranteed
Furnish as requested for the period 7/1/20 – 6/30/23

<i>Vendor</i>	<i>1st Year</i>	<i>2nd Year</i>	<i>3rd Year</i>
McNaughton-McKay Electric Company, Flint, MI	\$12,094.21	\$12,094.21	\$12,094.21



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: August 3, 2021

BID/PROPOSAL# 21000551

AGENDA ITEM TITLE: Electrical parts

PREPARED BY Kathryn Neumann for Jennifer Ryan, Deputy Director of Finance

VENDOR NAME: McNaughton McKay Electric

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The Maintenance Division is requesting a purchase order for electrical parts on an as needed basis. This is the second of a three year bid.

FINANCIAL IMPLICATIONS: There is money in the accounts listed below.

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

Dept.	Name of Account	Account Number	Grant Code	Amount
101	General Fund	753.200-752.000		\$30,000.00
		FY22 GRAND TOTAL		\$30,000.00

PRE-ENCUMBERED? YES ☒ NO ☐ **REQUISITION NO:** 21004407

ACCOUNTING APPROVAL: Jennifer Ryan Date: _____

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: Lee Osborne
 (Lee Osborne, Facilities Maintenance Supervisor)



RESOLUTION NO.: 210416
PRESENTED: SEP - 8 2021
ADOPTED: SEP 13 2021

Bid #s

P21-541, P21-551, P21-570

BY THE CITY ADMINISTRATOR:

RESOLUTION TO MCNAUGHTON-MCKAY ELECTRIC FOR ELECTRICAL AND LIGHTING SUPPLIES AND PARTS

WHEREAS, the Finance Department received bids for Electrical Supplies on August 11, 2020 (P21-551) and for Allen Bradley PLC modules on June 11, 2020 (P21-541) and Allen Bradley agreement on September 9, 2020 (P21-570). McNaughton-McKay Electric was the sole responsive bidder for both of the three-year bids. Various city departments including Water Plant, Waste Pollution Control, Water Service Center, Traffic Engineering, Facilities Maintenance, and Fire Department require electrical and lighting supplies and parts including Allen-Bradley automation equipment PLC Modules. Without adequate parts, critical plant processes would not be operable resulting in permit violations and increased operational and maintenance costs. The departments listed above recommend authorization to approve purchase orders to McNaughton-McKay Electric for FY2022 in an amount of \$240,100.

Account Number	Account Name	Amount
591-545.201-752.000	Water Plant Maintenance	\$18,000.00
590-550.200-775.000	Repair & Maint Supplies	\$17,000.00
590-550.202-775.000	Repair & Maint Supplies	\$67,500.00
590-550.202-930.000	WPC- Maintenance Expense	\$35,500.00
590-550.100-814.600	WPC Operations	\$10,000.00
591-540.202-752.000	WSC- Water Distribution Mains	\$8,300.00
590-540.208-752.000	WSC-Sewer Maint./Construction	\$8,300.00
202-443.201-752.000	Traffic Engineering Service Maintenance	\$45,000.00
101-753.200-752.000	Facilities Maintenance-Municipal Center	\$30,000.00
101-338.201-752.000	Firefighting Division- Fire Station OverH	\$500.00
	Total	\$240,100.00

IT IS RESOLVED, that the appropriate City Officials are authorized to do all things necessary to enter into the second year of the agreements with McNaughton-McKay Electric to provide electrical and lighting supplies and parts including Allen Bradley Modules for FY22 (7/1/2021-6/30/2022), for the amount not to exceed \$240,100.00.

APPROVED AS TO FORM:

Angela Wheeler
Angela Wheeler (Aug 31, 2021 15:53 EDT)

Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:

Robert J. F. Widigan

Robert Widigan, Interim Chief Financial Officer

FOR THE CITY OF FLINT:

CLYDE D EDWARDS
CLYDE D EDWARDS (Aug 31, 2021 15:59 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

Kate Fields

Kate Fields, City Council President

APPROVED AS TO PURCHASING:

Lauren Rowley

Lauren Rowley, Purchasing Manager



BID/PROPOSAL# 22-707

BY THE CITY ADMINISTRATOR:

RESOLUTION NO.:

PRESENTED:

ADOPTED:

220127

3/23/2022

**RESOLUTION TO GREAT LAKES TREE EXPERTS
FOR URBAN FORESTRY CHANGE ORDER**

WHEREAS, The Transportation Division requires trimming, removal, stump grinding and other necessary tree services for City-owned trees located in the right-of-ways. The Division of Purchases and Supplies solicited bids, in which the said tree services were awarded to (4) qualified bidders.


WHEREAS, The Transportation Division recommends relocating funds from one awarded contractor due to their lack of responsiveness to carry out necessary work orders, to Great Lakes Tree Experts, an already awarded tree vendor, capable of carrying out additional tree service work orders in the amount of \$45,000.00 for the remainder of FY22.

Funding will come from the following account(s):

Account Number	Account Name	Amount
202-449.215-801.000	Tree Maintenance	\$22,000.00
203-449.215-801.000	Tree Maintenance	\$23,000.00
	FY2022 GRAND TOTAL	\$45,000.00


IT IS RESOLVED, that the appropriate City Officials are authorized to do all things necessary to relocate funds to Great Lakes Tree Experts to provide additional tree services for FY2022 for the amount of \$45,000.00, and a total contract amount not-to-exceed \$140,000.00 for FY22 (07/01/22 - 06/30/23).

APPROVED AS TO FORM:


William Kim (Mar 15, 2022 20:26 EDT)

William Kim, Acting City Attorney

APPROVED AS TO FINANCE:



Robert J.F. Widigan, Chief Financial Officer

FOR THE CITY OF FLINT:



Clyde D. Edwards (Mar 16, 2022 17:22 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:


Eric Mays, City Council President

APPROVED AS TO PURCHASING:



Lauren Rowley, Purchasing Manager



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: March 15, 2022

BID/PROPOSAL# 22-707

AGENDA ITEM TITLE: Change order for tree trimming, removals and emergencies

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

VENDOR NAME: Great Lakes Tree Experts

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The City of Flint has a contract with four tree vendors, of which one has not been responsive to the City of Flint. Said vendor raised their rates and refused work orders throughout the majority of the contract. Out of the five months since the contract was signed, they accepted new work orders for only a month and a half and then refused any further work orders. The Transportation Division would like to take the money from said vendor and redistribute it to two of the other existing tree vendors (the third vendor was unable to take on additional work). Great Lakes Tree Experts has been very responsive to the City of Flint and can accept the additional tree work.

FINANCIAL IMPLICATIONS: There is money in the accounts listed below.

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

Dept.	Name of Account	Account Number	Grant Code	Amount
202	Tree Maintenance	449.215-801.000		\$22,000.00
203	Tree Maintenance	449.215-801.000		\$23,000.00
FY22 GRAND TOTAL				\$ 45,000.00

PRE-ENCUMBERED? YES ☒ NO ☐ **REQUISITION NO:** 220005467

ACCOUNTING APPROVAL:  Matthew Baker (Mar 15 2022 15:44 EDT) **Date:** _____

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐

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

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

DEPARTMENT HEAD SIGNATURE:  John H. Daly III (Mar 15, 2022 15:50 EDT)
(John Daly, Director of Transportation)



Bidder# 2: Great Lakes Tree Experts, LLC
Flint, MI

SCHEDULE OF COMPENSATION

DESCRIPTION	UNITS	UNIT PRICE
Routine Annual Tree Trimming on Grid Basis	per tree	\$
AESTHETIC OR SERVICE REQUEST PRUNING		
0-6" dbh	per tree	\$35.00
7-12" dbh	per tree	\$75.00
12-18" dbh	per tree	\$200.00
19-24" dbh	per tree	\$300.00
25-36" dbh	per tree	\$600.00
37" dbh & over	per tree	\$900.00
TREE REMOVAL*		
1 - 6 inches	per diameter inch	\$30.00
7 - 12 inches	per diameter inch	\$32.00
13 - 24 inches	per diameter inch	\$34.00
25 - 36 inches	per diameter inch	\$36.00
37 - 47 inches	per diameter inch	\$38.00
Over 48 inches	per diameter inch	\$40.00
Stump only removal	per diameter inch	\$4.00
EMERGENCY RESPONSE		
3-person crew with equipment		
(evening, weekend, or holiday call-out)	per hour	\$350.00

**Tree Removal includes grinding of stump and backfill including seeding/reseeding.*

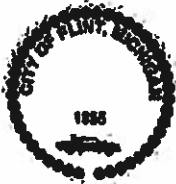
A SPECIAL NOTE FROM THE PURCHASING DIVISION

Bid results posted are before evaluation team review and award recommendation.



SPECIFICATIONS - APPENDIX B				
4. EMERGENCIES			Total	
Removal			\$2,218.00	
	1a		\$1,032.00	
	1b		\$1,186.00	
5. CLEAN-UP			\$2,366.00	
	2a		\$964.00	
	2b		\$1,402.00	
6. Removal & CLEAN-UP			\$2,790.00	
	3a	First Tree	\$538.00	
		Second Tree	\$1,402.00	
		Third Tree	\$850.00	
Routine Resident Requests				
Trim Entire Block			\$1,175.00	
	i.		\$200.00	
	ii.		\$200.00	
	iii.		\$75.00	
	iv.		\$200.00	
	v.		\$300.00	
	vi.			
Regular Request				
	a.		\$200.00	
	b.		\$300.00	
	c.		\$1,116.00	
	d.		\$2,400.00	
GRAND TOTAL			\$12,565.00	

A SPECIAL NOTE FROM THE PURCHASING DIVISION
Bid results posted are before evaluation team review and award recommendation.



PROPOSAL #22000707

RESOLUTION NO.:

210352

PRESENTED:

AUG - 4 2021

ADOPTED:

AUG 10 2021

BY THE CITY ADMINISTRATOR:

RESOLUTION TO GREAT LAKES TREE EXPERTS FOR URBAN FORESTRY SERVICES

WHEREAS, the Street division is responsible for maintaining trees in the Right-of-Ways (ROW), including the removal of dead trees and regular tree trimming. The Purchasing division solicited bids for urban forestry services and received five bids. The Department of Public Works recommends the award for urban forestry services is split between four lowest responsive bidders, including awarding Great Lakes Tree Experts in the amount of \$95,000 for FY2022, FY2023, and FY2024, totaling \$285,000. Of the \$95,000 for FY2022, the Purchasing division has issued a purchase order for \$20,000 for emergency purposes until the resolution could be approved by City Council.

Account Number	Account Name	Amount
202-449.215-801.000	Professional Services	\$30,000.000
203-449.215-801.000	Professional Services	65,000.000
	FY2022 GRAND TOTAL	\$95,000.00

IT IS RESOLVED, that the appropriate City Officials are authorized to do all things necessary to enter into a contract with Great Lakes Tree Experts for urban forestry services for the amount of \$95,000.00 per year for FY2022, FY2023, and FY2024, pending the adoption of the FY2023 and FY2024 budgets, for a total of \$285,000.00.

APPROVED AS TO FORM:

Angela Wheeler
Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:

Sheilbi Frayer
Sheilbi Frayer, Chief Financial Officer

FOR THE CITY OF FLINT:

Clyde D. Edwards
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

Kate Fields
Kate Fields, City Council President

APPROVED AS TO PURCHASING:

Jennifer Ryan
Jennifer Ryan, Deputy Finance Director



220128

RESOLUTION NO.: _____
PRESENTED: 3/23/2022
ADOPTED: _____

**RESOLUTION FOR THE ADOPTION OF THE GENESEE COUNTY HAZARD MITIGATION
PLAN UPDATE**


BY THE CITY ADMINISTRATOR:

WHEREAS, Flint, Michigan is vulnerable to a wide range of natural, technological, and human-related hazards, and has experienced repetitive disasters that have caused loss of life, damaged commercial, residential and public properties, displaced citizens and businesses, closed streets and presented general public health and safety concerns; and


WHEREAS, Genesee County has prepared a Genesee County Hazard Mitigation Plan Update that provides an understanding of those threats, identifies the hazards affecting the area, discusses the County's vulnerability to the identified hazards, and outlines the community's options and strategies to reduce overall damage and impact from natural and technological hazards; and

WHEREAS, the Genesee County Hazard Mitigation Plan Update represents the interests and needs of Flint, Michigan;

NOW, THEREFORE, BE IT RESOLVED: that the Genesee County Hazard Mitigation Plan Update is hereby adopted as an official plan of Flint, Michigan



William Kim (Mar 14, 2022 15:22 EDT)
William Kim, Acting Chief Legal Officer



Clyde D Edwards (Mar 14, 2022 17:04 EDT)
Clyde D. Edwards, City Administrator

Eric Mays, Council President



RESOLUTION NO.: _____

PRESENTED: _____

ADOPTED: _____

RESOLUTION STAFF REVIEW

Date: March 14, 2022

Agenda Item Title:

RESOLUTION FOR THE ADOPTION OF THE GENESEE COUNTY HAZARD MITIGATION PLAN UPDATE

Prepared by:

Lottie Ferguson, Chief Resilience Officer

Background/Summary of Proposed Action:

Genesee County Metropolitan Planning Commission (GCMPC) staff, in coordination with the Genesee County Sheriff's Emergency Management and Homeland Security Division, has completed an update to the Genesee County Hazard Mitigation Plan. The Plan Update has now met the Federal Emergency Management Agency's (FEMA) required criteria for a multi-jurisdictional Hazard Mitigation Plan and has been conditionally approved by FEMA. Formal approval by FEMA is now contingent upon the adoption of the Plan Update by the County and local units of government. Once FEMA receives documentation of adoption from the County and local units of government, FEMA will send a letter of formal approval for the Plan Update. Local units who adopt the Plan Update will be eligible to apply for hazard mitigation funding and implement hazard mitigation projects within their community in the future. Those who do not adopt the Plan Update will not be eligible.

The Genesee County Board of Commissioners adopted the Genesee County Hazard Mitigation Plan Update at their February 16, 2022, meeting; the signed Board of Commissioners resolution is attached for reference. The next step is for all Genesee County local units of government to adopt the Plan Update so they will be eligible to apply for hazard mitigation funds. It is requested that this updated plan be adopted by April 15, 2022.

A copy of the 458 page plan update can be accessed through the following link, <http://gcmnpc.org/wp-content/uploads/2022/01/Genesee-County-Hazard-Mitigation-Plan-Final-Draft-MSP-FEMA-Approved.pdf>

Excluded from this process:

- No known exclusions

Financial Implications:

None

Budgeted Expenditure: Yes ___ No X

Please explain, if no:

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 
Lottie Ferguson (Mar 14, 2022 15:14 EDT)

A Resolution
for the Adoption of the Genesee County Hazard Mitigation Plan Update

WHEREAS, Genesee County, Michigan is vulnerable to a wide range of natural, technological, and human-related hazards, and has experienced repetitive disasters that have caused loss of life, damaged commercial, residential, and public properties, displaced citizens and businesses, closed streets and presented general public health and safety concerns; and

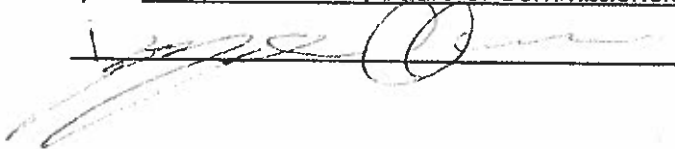
WHEREAS, Genesee County has prepared a *Genesee County Hazard Mitigation Plan Update* that provides an understanding of those threats, identifies the hazards affecting the area, discusses the County's vulnerability to the identified hazards, and outlines the community's options and strategies to reduce overall damage and impact from natural and technological hazards; and

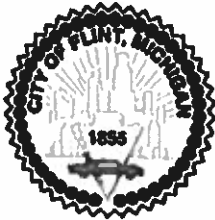
WHEREAS, the *Genesee County Hazard Mitigation Plan Update* represents the interests and needs of Genesee County.

NOW, THEREFORE, BE IT RESOLVED: that the Board of Commissioners of Genesee County, Michigan, hereby adopts the *Genesee County Hazard Mitigation Plan Update* as an official plan of Genesee County.

Passed the 16th day of February, 2022

By the Genesee County Board of Commissioners Authorized Signature: _____





BID/PROPOSAL# 22-707
BY THE CITY ADMINISTRATOR:

220129

RESOLUTION NO.: _____
PRESENTED: 3/23/2022
ADOPTED: _____

**RESOLUTION TO J & M TREE SERVICE
FOR URBAN FORESTRY CHANGE ORDER**

WHEREAS, The Transportation Division requires trimming, removal, stump grinding and other necessary tree services for City-owned trees located in the right-of-ways. The Division of Purchases and Supplies solicited bids, in which the said tree services were awarded to (4) qualified bidders.

WHEREAS, The Transportation Division recommends relocating funds from one awarded contractor due to their lack of responsiveness to carry out necessary work orders, to J & M Tree Services, an already awarded tree vendor, capable of carrying out additional tree service work orders in the amount of \$30,000.00 for the remainder of FY22.

Funding will come from the following account(s):

Account Number	Account Name	Amount
202-449.215-801.000	Tree Maintenance	\$15,000.00
203-449.215-801.000	Tree Maintenance	\$15,000.00
	FY2022 GRAND TOTAL	\$30,000.00

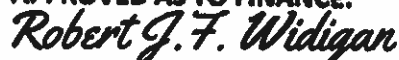
IT IS RESOLVED, that the Appropriate City Officials are authorized to do all things necessary to relocate funds to J & M Tree Service to provide additional tree services for FY2022, for the amount of \$30,000.00, and a total contract amount not-to-exceed \$125,000.00 for FY22 (07/01/22 - 06/30/23).

APPROVED AS TO FORM:


William Kim, Acting City Attorney

William Kim, Acting City Attorney

APPROVED AS TO FINANCE:



Robert J.F. Widigan, Chief Financial Officer

FOR THE CITY OF FLINT:


Clyde D. Edwards (Mar 16, 2022 17:24 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

Eric Mays, City Council President

APPROVED AS TO PURCHASING:



Lauren Rowley, Purchasing Manager



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: March 15, 2022

BID/PROPOSAL# 22-707

AGENDA ITEM TITLE: Change order for tree trimming, removals and emergencies

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

VENDOR NAME: J & M Tree Service

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The City of Flint has a contract with four tree vendors, of which one has not been responsive to the City of Flint. Said vendor raised their rates and refused work orders throughout the majority of the contract. Out of the five months since the contract was signed, they accepted new work orders for only a month and a half and then refused any further work orders. The Transportation Division would like to take the money from said vendor and redistribute it to two of the other existing tree vendors (the third vendor was unable to take on additional work). J & M Tree Service has been very responsive to the City of Flint and can accept the additional tree work.

FINANCIAL IMPLICATIONS: There is money in the accounts listed below.

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

Dept.	Name of Account	Account Number	Grant Code	Amount
202	Tree Maintenance	449.215-801.000		\$15,000.00
203	Tree Maintenance	449.215-801.000		\$15,000.00
FY22 GRAND TOTAL				\$ 30,000.00

PRE-ENCUMBERED? YES ☒ NO ☐ **REQUISITION NO:** 220005468

ACCOUNTING APPROVAL: Matthew Baker Matthew Baker Mar 15, 2022 15:45 EDT **Date:** _____

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐

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

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

DEPARTMENT HEAD SIGNATURE: John H. Daly III
John H. Daly III Mar 15, 2022 15:37 EDT
(John Daly, Director of Transportation)



SEALED PROPOSALS RECEIVED IN THE DIVISION OF PURCHASES & SUPPLIES
For Urban Forestry
Proposal# 22000707
Approximate Annual Quantities – Not Guaranteed
Furnish as requested for the period 7/1/21 – 6/30/22

Bidder# 1: J & M Tree Service
Flint, MI

SCHEDULE OF COMPENSATION

DESCRIPTION	UNITS	UNIT PRICE
Routine Annual Tree Trimming on Grid Basis	per tree	\$
AESTHETIC OR SERVICE REQUEST PRUNING		
0-6" dbh	per tree	\$50.00
7-12" dbh	per tree	\$75.00
12-18" dbh	per tree	\$100.00
19-24" dbh	per tree	\$100.00
25-36" dbh	per tree	\$200.00
37" dbh & over	per tree	\$300.00
TREE REMOVAL*		
1 – 6 inches	per diameter inch	\$225.00
7 – 12 inches	per diameter inch	\$575.00
13 – 24 inches	per diameter inch	\$975.00
25 – 36 inches	per diameter inch	\$1,175.00
37 – 47 inches	per diameter inch	\$1,800.00
Over 48 inches	per diameter inch	\$2,000.00
Stump only removal	per diameter inch	\$3.75 per inch
EMERGENCY RESPONSE		
2-person crew with equipment (evening, weekend, or holiday call-out)	per hour	\$275.00 per hour

**Tree Removal includes grinding of stump and backfill including seeding/reseeding.*

A SPECIAL NOTE FROM THE PURCHASING DIVISION
Bid results posted are before evaluation team review and award recommendation.



SPECIFICATIONS - APPENDIX B				
1. EMERGENCIES			Total	
Removal				
	1a		\$1,300.00	
	1b		\$1,175.00	
2. CLEAN-UP				
	2a		\$400.00	
	2b		\$500.00	
3. Removal & CLEAN-UP				
	3a	First Tree	\$475.00	
		Second Tree	\$1,175.00	
		Third Tree	\$1,175.00	
Routine Resident Requests				
Trim Entire Block				
	i.		\$80.00	
	ii.		\$90.00	
	iii.		\$75.00	
	iv.		\$75.00	
	v.		\$80.00	
	vi.		\$150.00	
Regular Request				
	a.		\$400.00	
	b.		\$300.00	
	c.		\$1,175.00	
	d.		\$2,000.00	
GRAND TOTAL			\$10,625.00	

A SPECIAL NOTE FROM THE PURCHASING DIVISION
Bid results posted are before evaluation team review and award recommendation.



PROPOSAL #22000707

RESOLUTION NO.: 210351
PRESENTED: AUG - 4 2021
ADOPTED: AUG 10 2021

BY THE CITY ADMINISTRATOR:

RESOLUTION TO J&M TREE SERVICE FOR URBAN FORESTRY SERVICES

WHEREAS, the Street division is responsible for maintaining trees in the Right-of-Ways (ROW), including the removal of dead trees and regular tree trimming. The Purchasing division solicited bids for urban forestry services and received five bids. The Department of Public Works recommends the award for urban forestry services is split between the four lowest responsive bidders, including awarding J&M Tree Services in the amount of \$95,000 for FY2022, FY2023, and FY2024, totaling \$285,000. Of the \$95,000 for FY2022, the Purchasing division has issued a purchase order for \$20,000 for emergency purposes until the resolution could be approved by City Council.

Account Number	Account Name	Amount
202-449.215-801.000	Professional Services	\$28,750.000
203-449.215-801.000	Professional Services	66,250.000
	FY2022 GRAND TOTAL	\$95,000.00

IT IS RESOLVED, that the appropriate City Officials are authorized to do all things necessary to enter into a contract with J&M Tree Services for urban forestry services for the amount of \$95,000.00 per year for FY2022, FY2023, and FY2024, pending the adoption of the FY2023 and FY2024 budgets, for a total of \$285,000.00.

APPROVED AS TO FORM:

Angela Wheeler
Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:

Shebby Frayer
Shebby Frayer, Chief Financial Officer

FOR THE CITY OF FLINT:

Clyde D. Edwards
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

Kate Fields
Kate Fields, City Council President

APPROVED AS TO PURCHASING:

Jennifer Ryan
Jennifer Ryan, Deputy Finance Director

220112

ORDINANCE NO. _____

An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 12, Business and Occupations Generally; Article XV, Convenience Stores.

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

Sec. 1. An Ordinance to amend the Flint City Code of Ordinances, by amending Chapter 12, Businesses and Occupations Generally; Article XV, Convenience Stores, by amending Sections 12-91 through 12-94, which shall read in their entirety as follows:

ARTICLE XV. CONVENIENCE STORES

§ 12-91. DEFINITIONS

AS USED IN THIS ARTICLE, THE TERM *CONVENIENCE STORE* SHALL MEAN ~~ANY SMALL~~ A RETAIL STORE, ~~THAT~~ WHICH GENERALLY OFFERS FOR SALE, TO RESIDENTS OF THE IMMEDIATE SURROUNDING AREA, A PRODUCT MIX WHICH INCLUDES DAIRY, BAKERY, SNACK FOODS, BEVERAGES, TOBACCO, BEER, ALCOHOLIC LIQUOR, WINE, GROCERY, HEALTH AND BEAUTY AIDS, CONFECTIONARY, AND PREPACKAGED OR ~~PERHAPS~~ PREPARED FOODS, ~~THAT IS OPEN EXTENDED HOURS FOR THE~~ CONVENIENCE OF THE PUBLIC.

AS USED IN THIS ARTICLE, THE TERM *RESIDENTIAL PROPERTY* SHALL MEAN ANY PARCEL OF LAND LOCATED IN THE CITY OF FLINT WHICH IS ZONED A-1 OR A-2.

§ 12-92. DECLARATION OF PURPOSE

THE CITY DECLARES THAT PERSONS WHO LOITERS—WITHIN THE PARKING LOTS OF CONVENIENCE STORES ~~TO BE~~ ARE A SERIOUS AND WIDESPREAD THREAT TO THE HEALTH, SAFETY AND WELFARE OF THE MEMBERS OF THE GENERAL PUBLIC AND THOSE PERSONS WHO RESIDE IN NEARBY RESIDENTIAL PROPERTIES. IN RECENT YEARS, PERSONS WHO LOITERS OUTSIDE OF CONVENIENCE ~~THESE~~ STORES HAVE CAUSED AN INCREASE IN CRIME, PARTICULARLY DRUG ACTIVITY. THIS HAS LED TO AN OVERALL INCREASE IN CRIME IN THE AREAS SURROUNDING THESE STORES, INCLUDING SHOOTINGS AND OTHER ASSAULTS AGAINST PERSONS. CITIZENS HAVE EXPRESSED THAT THEY FEAR AND ARE INTIMIDATED BY THE SUBJECTS THAT LOITER AT THESE STORES. THE CITY HEREBY DECLARES LOITERING AROUND AND INSIDE CONVENIENCE ~~THESE~~ STORES TO BE A NUISANCE. AS A RESULT OF THE NUISANCE ACTIVITY CONNECTED WITH ~~THESE~~ CONVENIENCE STORES, THE CITY DECLARES THAT CONVENIENCE STORES ARE AN INDUSTRY THAT REQUIRES STRICT REGULATION, INCLUDING THEIR HOURS OF OPERATION.

§ 12-93. LICENSING REQUIRED

ANYONE DESIRING TO OPERATE A CONVENIENCE STORE MUST APPLY FOR A SPECIAL ENDORSEMENT LICENSE, AND MEET THE FOLLOWING REQUIREMENTS:

~~§ 12-93. SPECIAL REQUIREMENTS FOR LICENSE.~~

1. PARKING LOTS MUST BE WELL MAINTAINED AND BRIGHTLY LIT.

2. STORES MUST POST "NO LOITERING" SIGNS INSIDE AND OUTSIDE OF THE STORE. THE SIGNS MUST BE PREAPPROVED BY THE CITY. THE SIGNS MUST REQUIRE ALL CUSTOMERS TO LEAVE THE PREMISES DIRECTLY AFTER COMPLETING A PURCHASE AND INDICATE THAT THE FLINT POLICE DEPARTMENT SHALL ARREST ANYONE WHO REMAINS BEYOND THE TIME NEEDED TO COMPLETE THE PURCHASE.

3. THE APPLICANT MUST SIGN AN AFFIDAVIT DECLARING THAT NO ONE IS AUTHORIZED TO REMAIN ON THE APPLICANT'S PRIVATE PREMISES BEYOND THE TIME FOR MAKING A PURCHASE. THE APPLICANT MUST EXPRESSLY AUTHORIZE THE FLINT POLICE DEPARTMENT TO ACT AS ITS AGENT FOR REMOVING OR ARRESTING ANYONE WHO THE POLICE OBSERVE REMAINING BEYOND THE TIME FOR MAKING A PURCHASE.

§ 12-94. HOURS OF OPERATION

1. NO CONVENIENCE STORE LOCATED WITHIN 300 FEET OF A RESIDENTIAL PROPERTY, AS MEASURED FROM THE EXTERIOR OF THE BUILDING IN WHICH THE CONVENIENCE STORE IS LOCATED TO THE NEAREST LOT LINE OF THE RESIDENTIAL PROPERTY, SHALL BE OPEN TO THE PUBLIC OR CONDUCT

ANY PUBLIC BUSINESS BETWEEN THE HOURS OF 10:00 P.M. AND 6:00 A.M.

2. THE PROVISIONS OF THIS SECTION MAY BE ENFORCED BY ISSUANCE OF A CITATION FOR A MUNICIPAL CIVIL INFRACTION AS DESCRIBED IN SECTION 1-13 OF THE FLINT CITY CODE OF ORDINANCES. THE CITATION MAY BE ISSUED BY ANY LAW ENFORCEMENT OFFICER, CODE ENFORCEMENT OFFICER OR OTHER LOCAL OFFICIAL AUTHORIZED BY THE CITY OF FLINT.

3. ANY PERSON, FIRM, CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP OR OTHER BUSINESS ENTITY THAT VIOLATES THIS SECTION SHALL BE RESPONSIBLE FOR A MUNICIPAL CIVIL INFRACTION AS PROVIDED IN SECTIONS 1-10 THROUGH 1-21 OF THE FLINT CITY CODE OF ORDINANCES, AND SUBJECT TO ALL CIVIL FINES, COSTS, DAMAGES AND EQUITABLE REMEDIES AS PROVIDED THEREIN.

4. IF ANY PROVISION OF THIS SECTION IS HELD INVALID, THE REMAINDER OF THE ORDINANCE SHALL NOT BE AFFECTED THEREBY.

Sec. 2. This Ordinance shall become effective this ____ day of _____, 2022.

Adopted this ____ day of _____, 2022.

FOR THE CITY:

Sheldon A. Neeley, Mayor

Inez M. Brown, City Clerk

APPROVED AS TO FORM:

Angela Wheeler, Chief Legal Officer

220068

ORDINANCE NO. _____

A Proposed ordinance to amend Chapter 50 of the Code of the City of Flint has been requested by Darren Dado (PC 21-419) for a rezoning change for the property at 3801 W. Boulevard Dr. (Parcel ID# 47-32-311-018) from D-6 General and Highway Commercial – Service District to E Heavy Commercial Limited Manufacturing.

The Planning Commission recommends DENIAL 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:

3801 W. Boulevard Drive, Flint, MI 48502
parcel #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

Sec. 2. This ordinance shall take effect on
the ___ day of _____, 2022 A.D.

Approved this ___ day of _____,
2022 A.D.

Sheldon A. Neeley, Mayor

Inez M. Brown, City Clerk

APPROVED AS TO FORM:

Angela Wheeler
Angela Wheeler (Jan 21, 2022 16:38 EST)

Angela Wheeler, Chief Legal Officer



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: January 21, 2022

BID/PROPOSAL# n/a

AGENDA ITEM TITLE: ORDINANCE RECOMMENDING DENIAL OF A REZONING REQUEST FOR THE PROPERTY AT 3801 W. BOULEVARD DR. (PARCEL ID# 47-32-311-018) FROM D-6 TO E TO ALLOW FOR A MARIHUANA GROW FACILITY

PREPARED BY Suzanne Wilcox, Director of Planning and Development

VENDOR NAME: n/a

BACKGROUND/SUMMARY OF PROPOSED ACTION:

At its meeting on December 14, 2021, the Flint Planning Commission DENIED the submitted request for a rezoning from D-6 General and Highway Commercial – Service District to E Heavy Commercial Limited Manufacturing for 3801 W. Boulevard Dr. (PID# 47-32-311-018). Mr. Dado intends to use the property for a marihuana grow facility. The property is currently zoned D-6 and under the Master Plan zoning the property would be City Corridor. Overall, this request appears to bring the parcel out of compliance with the Master Plan as the D-6 district appears to be more consistent with the vision for the City Corridor land use classification rather than the proposed E zoning. The staff report identified that there are nearby parcels zoned industrial and that rezoning would not be disruptive or inconsistent with the character of the area. However, the recommendation was that approval of the rezoning would bring the parcel out of compliance with the Master Plan. Planning Commission recommended denial of the proposed rezoning with the findings that it would constitute spot zoning and that it does not comply with the Master Plan.

FINANCIAL IMPLICATIONS: No financial implications

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

Dept.	Name of Account	Account Number	Grant Code	Amount
		FY19/20 GRAND TOTAL		

PRE-ENCUMBERED? YES ☐ NO ☒ REQUISITION NO:



CITY OF FLINT

ACCOUNTING APPROVAL: n/a Date: _____

FINANCE APPROVAL: n/a 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): none

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

DEPARTMENT HEAD SIGNATURE: _____
(Suzanne Wilcox, Director of Planning and Development)

CA ORDINANCE APPROVAL FOR COUNCIL: CLYDE D EDWARDS
CLYDE D EDWARDS (Jun 24, 2022 13:41 EST)
(Clyde Edwards, City Administrator)



CITY OF FLINT

FLINT PLANNING COMMISSION
ROBERT WESLEY, CHAIRMAN

STAFF REPORT (PC 21- 419)

DATE: December 8, 2021

TO: City of Flint Planning Commission

STAFF REPORT BY: Bill Vandercook, Zoning Coordinator

ADMINISTRATIVE DEPT: Department of Planning and Development

SUBJECT: PC 21-419: Darren Dado requests a rezoning from D-6 to E to allow for a Marihuana Facility at 3801 W. Boulevard Drive. (PID 47-32-311-018).

LOCATION: 3801 W. Boulevard Drive

AFFECTED WARD: Subject site is located in Ward 3.

PERTINENT SECTION OF THE ORDINANCE: § 50-151 PLANNING COMMISSION — ACTION

EXISTING LAND USE PATTERNS:

North- Vacant - Commercial
East- Open Space Commercial Public
South- Open Space Commercial Public
West- ROW

EXISTING ZONING PATTERNS:

Subject Property – D-6 (General Highway and Commercial Services)

North- D-6 (General and Highway Commercial-Service District)
East- A-2 (Single-Family Medium Density District – Open Space)
South- A-2 (Single-Family Medium Density District)
West- I-475

ANALYSIS

The applicant, Darren Dado, requests a rezoning from D-6 to E at 3801 W. Boulevard Dr. The applicant intends to use the property for a marihuana facility. This parcel is zoned City Corridor in the draft zoning ordinance and the land use is classified as "City Corridor" in the Master Plan. When weighing the appropriateness of a rezoning request the most critical factor is conformity with the Master Plan. This means consistency with the relevant goals and policies as well as the land use plan. Rezoning requests that bring a parcel more in line with the Master Plan are ideal and should only be denied if the commission identifies a factor that renders the Master Plan inadequate, outdated, or flawed. The following are factors to consider when making your decision

1. Mistake – A mistake in the Master Plan can be an assumption made based on incorrect data, an area on a future land use map that is incorrectly labeled, or other factors that, if known at the time of the Master Plan adoption, would have been corrected.
2. Changes in conditions – Master Plans are developed based on conditions as they were when the plan was drafted. If conditions change then the adopted goals, policies, and land use decisions may no longer be valid.
3. Change in Policy – The Master Plan is the Planning Commission's vision for the city. When an issue arises that alters the Commission's vision, a decision can be made that is contrary to the current Master Plan.

Overall, this request appears to bring the parcel out of compliance with the Master Plan. The "City Corridor" land use classification is described in the Master Plan as "an area of the City that accommodates a wide range of commercial and institutional uses strung along Flint's major roadways." This classification is intended to, "host a range of commercial uses of varying types and intensities, including commercial uses that serve and draw customers from a larger region, including grocery stores and large format retailers."

Although there is no direct one-to-one correlation between the current zoning districts and the Master Plan's proposed districts, the D-6 district appears to be more consistent with this vision for the City Corridor land use classification than the proposed E zoning. The D-6 district is described in the zoning ordinance as, "intended to accommodate primarily those establishments offering accommodations, supplies or service to motorists, and certain specialized uses, retail outlets, repair and service establishments, which, although serving the entire city or a major section thereof, do not customarily locate in the central business district or in community business districts." The E district is described in the zoning ordinance as, "intended to accommodate heavy commercial and certain light manufacturing uses which are generally incompatible with uses appropriate in retail business districts but which do not warrant an exclusive industrial classification."

There are nearby parcels zoned industrial. The nearest parcel to the west, located across I-475, is zoned G Heavy Manufacturing. The parcel is well buffered from other properties due to its located between I-475 and the Flint River. For these reasons, approval of the requested rezoning would not be disruptive or inconsistent with the character of the area.

STAFF RECOMMENDATION

Approval of this rezoning will bring the parcel out of compliance with the Master Plan.





CITY OF FLINT

FLINT PLANNING COMMISSION
ROBERT WESLEY, CHAIRMAN

December 14th, 2021

Darren Dado
11184 Maple Shores
Goodrich, MI 48438

RE: Planning Commission Action Notification

PC21-419: Darren Dado requests a rezoning from D-6 to E to allow for a Marihuana Facility at 3801 W Boulevard Drive (PID# 47-32-311-018).

At its meeting on December 14th, 2021 the Flint Planning Commission **DENIED** the request for a rezoning from D-6 to E to allow for a Marihuana Facility at 3801 W Boulevard Drive for the following findings of: 1) spot zoning and 2) that it does not comply with the Master Plan.

If you have any questions, please contact the Planning & Zoning Office at (810) 766-7426 ext. 3060

Sincerely,

William Vandercook
Zoning Coordinator
City of Flint - Planning & Zoning Division
1101 S. Saginaw St. Rm. S105
P: 810.766.7426 x.3060