

City of Flint, Michigan

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



Meeting Agenda - Final

Monday, April 11, 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 on any agenda changes.

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

220152 Communication/Michigan Municipal League/Legislature Passes \$4.7 Billion for Communities

Communication dated March 26, 2022, from The Michigan Municipal League re: The Legislature has passed a \$4.7 billion historic investment (Senate Bill 565), which includes significant resources for communities large and small.

COMMUNICATIONS (from Mayor and other City Officials)

- 220153** Communication/Invitation/Unveiling of the Floyd J. McCree Memorial Statue
- Communication dated March 22, 2022, from Mayor Sheldon Neeley, re: The Mayor extends an invitation to the unveiling of the Memorial Statue in honor of Floyd J. McCree, Flint's first African American Mayor, on the front lawn of City Hall at 2 p.m. Monday, April 4, 2022.
- 220154** Traffic Engineering/Closure Permits
- Sidewalk, Lane and Street Closure permits (3) dated April 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**

- 220148.1** Amendment/Mayoral Appointment/City Attorney/William Kim
- Amended resolution resolving that the Flint City Council approves the recommendation by Mayor Sheldon Neeley to appoint William Kim as City Attorney [at an annual compensation rate of \$101,000.00.] [General Fund Acct. No. 101-266.100-702.000.] [NOTE: The difference in compensation between Acting City Attorney and City Attorney is retroactive to February 14, 2022.] [NOTE: Resolution amended to increase salary from \$99,000.00 to \$101,000.00 and to fix typographical errors.]

RECONSIDERATIONS

[NOTE: Resolutions 220105 (a Resolution for Rowe Professional Services for Service Line Replacement and Restoration) and 220118 (a Resolution Requesting Outside Counsel to File Suit Over the December 2021 Transfer of Tax-Reverted Properties) FAILED during the March 28, 2022, City Council Meeting. They are presented here for Council's (re)consideration.]

- 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.
- 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.

POSTPONED DUE TO LOSS OF A QUORUM

Resolution 220038 was sent to a Special Meeting, held on April 4, 2022. The resolution was postponed to City Council due to lack of a quorum to act on it at the Special Meeting.

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.

RESOLUTIONS

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 Miller 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).

220140 Contract/Rauhorn Electric, Inc./Intersection Upgrades

Resolution that the Division of Purchasing and Supplies, upon City Council's approval, is hereby authorized to enter into a contract with Rauhorn Electric, Inc. for intersection upgrades, as requested by Transportation, in an amount NOT-TO-EXCEED \$100,000.00 for FY2022, \$150,000.00 for FY2023 and \$150,000.00 for FY2024, pending adoption of each year's budget, for an aggregate total NOT-TO-EXCEED \$400,000.00 [Major Street Fund Acct. No. 202-443.201-801.000.]

220141 Contract/Seven Brothers Painting, Inc./Elevated Water Tower Rehabilitation Program

Resolution resolving that the appropriate city officials, upon City Council's approval, are hereby authorized to enter into a contract with Seven Brothers Painting, Inc. for a four-year Water Tower Rehabilitation Program, in an amount NOT-TO-EXCEED \$509,300.00 for FY2022, \$10,000.00 for FY2023 and \$10,000.00 for FY2024, and \$10,000.00 for FY2025, pending approval of each year's budget, for an aggregate total NOT-TO-EXCEED \$529,300.00 [Water Fund Acct. No. 591-545.200-801.000.]

220142 Sale of City-Owned Land/1827 Chelan Avenue (Ward 7)/Arthur Taylor

Resolution authorizing the appropriate city officials to do all things necessary to enter into and complete the sale of the property commonly known as 1837 Chelan Avenue, Flint, MI 48503, Parcel No. 41-17-428-009, and legally described at LAPEER PARK LOT 106, for a cost of \$6,000.000, and transfer the property to Arthur Taylor in an AS IS condition by means of conveyance of a Quit Claim Deed. Revenue realized from the sale of this property will be placed in Revenue Acct. No. 101-371.209-673.100, AND, resolving that the City Clerk shall, within thirty (30) days of this action, record a certified copy of this resolution with the Register of Deeds for Genesee County and forward a certified copy of said resolution to the State Treasurer.

220143 Land Lease Agreement/City of Flint/Verizon Wireless/G-4652 Beecher Road

Resolution resolving that the Flint City Council approves the Land Lease Agreement between the City of Flint (COF) and Verizon Wireless. [NOTE: Verizon Wireless seeks to enter into a long-term lease of property from the City of Flint, approximately 3,600 square feet located at an estimated address of G-4652 Beecher Road, Flint township, Genesee County, MI 48503, for the purposes of constructing and operating a cellular communications tower at that location. Verizon Wireless and the City of Flint have agreed that the City shall be paid \$18,000.00 per year, with that amount increasing by one (1) percent each year that the agreement remains in effect.]

220146 Grant Acceptance/Scrap Tire Cleanup/Michigan Department of Environment, Great Lakes and Energy (EGLE)/City of Flint/Office of Blight Elimination

Resolution resolving that the appropriate city officials are authorized to participate in the Scrap Tire Cleanup grant on behalf of the City of Flint. Proper city officials are hereby authorized to provide the resolution indicating its approval to the State of Michigan, and to submit and execute documents requested by the State of Michigan relating to the Department of Environment, Great Lakes and Energy (EGLE) requirements, AND, resolving that the appropriate city officials are authorized to do all things necessary to abide by the terms of the Scrap Tire Cleanup Grant, in the amount of \$10,000.00, and (to) make the grant funds available in the current and any subsequent fiscal years that the funding remains available by the grantor.

RESOLUTIONS (May be Referred from Special Affairs)

220149 Demolish Blighted Structures/City of Flint/American Rescue Plan Act (ARPA) Funding

Resolution resolving that the Flint City Council authorizes the appropriate city officials to do all things necessary to use the city's American Rescue Plan Act (ARPA) funds to demolish blighted structures. Before funds are distributed, the city's ARPA administration, compliance and implementation firm shall review and ensure compliance with the latest U.S. Department of Treasury final rules. Funds will be paid from the American Rescue Plan Act (ARPA) Fund (287).

220155 Removal/Councilman Eric Mays/City Council President

Resolution resolving that the Flint City Council shall do all things necessary to remove Council President Eric Mays from the role of Flint City Council President, effective immediately upon the decision of the Flint City Council.

LIQUOR LICENSES

INTRODUCTION AND FIRST READING OF ORDINANCES

220144 Amendment/Chapter 50/PC-22-2/Flint Home Ownership Initiative/Rezoning/412 West Second Avenue/From 'B' to 'C-1'/Ward 5

An ordinance to amend the Code of the City of Flint has been requested by Flint Home Ownership Initiative (PC-22-2) to change the District boundaries or regulations established in Chapter 50 thereof, specifically allowing under 50-4 a zoning map amendment, as follows: 412 West Second Avenue, Flint MI 48502, Parcel No. 40-12-460-013, legally described as MRS. STEWART'S ADDITION. LOTS 6 AND 7; ALSO WLY 1/2 OF SLY 1/2 OF LOT 3; ALSO NLY 1/2 OF WLY 1/2 OF LOT 4. BLK A from "B" Two-Family and future zoned "MR-1" Mixed Residential to "C-1" Multi-Family Walk-up Apartments. THE PLANNING COMMISSION RECOMMENDS APPROVAL.

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

220145 Amendment/Chapter 50/PC-22-3/Flint Planning Commission [Deda Juncevic]/Rezoning/4811 Fenton Road/From 'CC' to 'CE'/Ward 9

An ordinance to amend the Code of the City of Flint has been requested by Flint Planning Commission [Deda Juncevic] (PC-22-3) to change the District boundaries or regulations established in Chapter 50 thereof, specifically allowing under 50-4 a zoning map amendment, as follows: 4811 Fenton Road, Flint MI 48507, Parcel No. 41-30-302-004, legally described as PART OF SW FRAC ¼ OF SEC 30, T7N R7E DESC AS: BEG AT THE INTERSEC OF E LINE OF FENTON RD WITH THE N LINE OF VAC CARMAN ST; TH ALG SD E LINE N 0 DEG 31' 19" E, 388.75 FT; TH S 89 DEG 28' 41" E, 130 FT; TH N 0 DEG 31' 19" E, 235 FT; TH N 89 DEG 38' 41" W, 130 FT TO SD E LINE OF FENTON RD; TH ALG SD E LINE, 465.76 FT; TH S 89 DEG 9' 27" E, 150 FT; TH N 0 DEG 31' 19" E, 151.27 FT TO S LINE OF HEMPHILL RD; TH ALG SD S LINE THE FOLL FOUR (4) COURSES: 163.40 FT ALG AN ARC OF A CURVE TO THE LEFT, HAVING A RAD 771.10 FT AND A CHORD BEARING N 81 DEG 22' 08" E, 163.09 FT; TH N 75 DEG 17' 08" E, 4.88 FT; TH 174.70 FT ALG AN ARC OF A CURVE TO THE RIGHT, HAVING A RAD OF 664.93 FT AND A CHORD BEARING N 83 DEG 3' 8" E, 174.20 FT AND S 89 DEG 10' 52" E 111.83 FT TO ELY LINE OF W 1/2 OF NW ¼ OF SW FRAC'L ¼ OF SD SEC 30; TH ALG SD ELY LINE S 0 DEG 6' 3" W, 1283.35 FT TO EXT OF E LINE OF OUTLOT B OF BURTON GARDENS SUBDIVISION; TH ALG SD EXT S 01 DEG 32' 44" W, 283.81 FT; TH S 89 DEG 39' 33" W, 313.62 FT; TH N 0 DEG 20' 27" W, 155.84 FT; TH N 89 DEG 28' 41" W, 288.71 FT TO E LINE OF FENTON RD; TH ALG SD E LINE N 0 DEG 31' 19" E 126.75 FT TO POB CON'T

19.226 AC+/- from "CC" City Corridor to "CE" Commerce and Employment. THE
PLANNING COMMISSION RECOMMENDS APPROVAL.

SECOND READING AND ADOPTION OF ORDINANCES

ADDITIONAL DISCUSSION ITEMS

FINAL COUNCIL COMMENTS

ADJOURNMENT



RESOLUTION NO.:

220148.1

PRESENTED:

APR - 6 2022

ADOPTED:

**RESOLUTION APPROVING OF THE APPOINTMENT
OF WILLIAM KIM AS CITY ATTORNEY**

BY THE MAYOR:

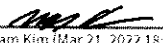
Pursuant to Flint City Charter Section 4-603(A), the Mayor of the City of Flint hereby nominates William Y. Kim as the City Attorney.

WHEREAS, the City Attorney shall be paid a salary based on an annual compensation rate of One Hundred and One Thousand dollars and 00 cents (\$101,000.00) paid from account 101-266.100-702.000, with the difference in compensation between the Acting City Attorney and City Attorney retroactive to February 14, 2022. The proposed terms of appointment and resume are attached.

WHEREAS, Mayor Sheldon Neeley nominates William Kim as City Attorney and recommends that his appointment be approved.

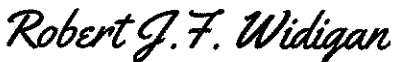
NOW THEREFORE BE IT RESOLVED that the Flint City Council approves the recommendation by Mayor Sheldon Neeley to appoint William Kim as the City Attorney.

APPROVED AS TO FORM:


William Kim (Mar 21, 2022 18:24 EDT)

William Kim, Acting City Attorney

APPROVED AS TO FINANCE:



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

FOR THE CITY OF FLINT:


Sheldon A. Neeley, Mayor

APPROVED BY CITY COUNCIL:


Eric B. Mays, City Council President

TERMS OF APPOINTMENT City Attorney

On this ____ day of ____, 2022, the Mayor of the City of Flint, Michigan, hereby appoints **William Y. Kim** as City Attorney as provided in Flint City Charter Sec. 4-603. The parties agree to the following Terms of Appointment:

1. **Term of Appointment:** The appointment of William Kim as City Attorney shall be effective on and retroactive to February 14, 2022, and shall continue until terminated as provided in these Terms of Appointment.

2. **Scope of Services:** Under the Mayor's general supervision, the City Attorney shall perform the duties of City Attorney as provided in Flint City Charter Secs. 4-601-4-604. He shall remain in good standing with the State Bar of Michigan and the Genesee County Bar Association. He may represent other clients in his individual capacity, separate and apart from the City, so long as he maintains separate malpractice insurance, does not perform this work during his hours or employment with the City of Flint, and there is no conflict of interest between the City of Flint and any private client he represents. He shall be subject to the work rules and policies established by the City of Flint and its Department of Law.

3. **Compensation:** The City Attorney shall be paid a salary based on an annual compensation rate of One Hundred and One Thousand Dollars and no cents (\$101,000.00) payable in regular timely installments, in the same manner as other employees of the City of Flint are paid. Such wages shall be paid from account 101-266.100-702.000.

4. **Benefits:** The City Attorney shall be provided with fringe benefits equal to those now or later provided for an exempt employee allocated above Level 23, including, but not limited to, health care coverage, dental insurance, life insurance, and paid time off; but expressly excluding membership in the City of Flint Retirement System and the Civil Service System. The City Attorney may participate in the City of Flint Hybrid Pension Plan as provided to other appointed officials of the City of Flint, which may change from time to time. The City Attorney shall be 100% vested at all times with respect to his own contributions to the City of Flint Hybrid Pension Plan.

For the purposes of providing the above compensation and fringe benefits to the City Attorney, the City of Flint shall place the City Attorney on the City's regular payroll so that all compensation and fringe benefits shall be provided in the same manner as other employees of the City of Flint. The City Attorney may, once per fiscal year, request that up to 120 hours of his accrued paid time off be paid out in a lump sum, subject to the availability of funds.

5. **Membership Dues:** The City of Flint shall pay, on behalf of the City Attorney, annual membership dues in the Michigan and Genesee County Bar Associations.

6. **Indemnification and Insurance:** The City of Flint shall indemnify and provide appropriate insurance coverage for the City Attorney for any attorney fees, reasonable costs, and damage awards incurred by the City Attorney due to any malpractice action brought against him by any person because of his performance of duties pursuant to his appointment. To the full extent permitted by law, the City of Flint shall defend, pay on behalf of, indemnify, and hold harmless the City Attorney against all claims, demands, suits, or losses (including, but not limited to, civil rights actions) and provide for all associated costs, and for any damages which may be recoverable from the City Attorney, by reason of any injuries or damages, including losses that may arise as a result of his acts, omissions, faults or negligence in connection with the performance of his duties and responsibilities under these Terms of Appointment and the Flint City Charter. The City of Flint shall provide appropriate insurance coverage for the City Attorney; provided, however, that the full indemnification of the City Attorney, as described here, shall not be in any way limited by the insurance coverage provided by the City of Flint.

7. **Termination:** These Terms of Appointment may be terminated by the City as set forth in Sec. 4-603(B)(1)-(2) of the Flint City Charter. The City Attorney may terminate these Terms of Appointment by providing twenty-eight (28) days advance written notice to the Mayor, or as otherwise agreed upon by the parties.

8. **Whole Agreement:** Any modifications to these Terms of Appointment must be in a writing signed by both parties. This document, consisting of two (2) pages in its entirety is the entire agreement between the parties. Michigan law shall govern this Terms of Appointment and any disputes arising from or related to this agreement shall be subject to the exclusive jurisdiction of a court of competent jurisdiction in Genesee County. If any provision, or any portion thereof, contained in these Terms of Appointment is held to be invalid or unenforceable, the remainder of these Terms of Appointment, or portion thereof, shall be deemed enforceable, shall not be affected, and shall remain in full force and effect and such provision automatically reformed so as to be valid and enforceable and to nearly as possible reflect the intent of the parties.

Dated this ____ day of _____, 2022.

APPOINTEE:

As to Finance:

William Y. Kim

Robert J. F. Widigan

FOR THE CITY:

Sheldon A. Neeley, Mayor

WILLIAM Y. KIM

PROFESSIONAL SUMMARY	Dedicated municipal attorney experienced in complex litigation, transactional law, and local policy/regulatory development. Skilled at persuasive communications aimed at both legal and non-legal audiences. Practiced at building teams of diverse individuals to accomplish shared goals.	
BAR	State Bar of Michigan (2012)	
ADMISSIONS	U.S. District Court for the Western District of Michigan (2014) U.S. District Court for the Eastern District of Michigan (2015) U.S. Sixth Circuit Court of Appeals (2016) United States Supreme Court (2017)	
PRACTICE AREAS	<ul style="list-style-type: none">• Civil rights law• Constitutional law• Contract/purchasing law• Criminal procedure/prosecution• Election law• Employment law	<ul style="list-style-type: none">• Environmental law• Ethics law• Insurance law• Municipal finance law• Real estate law• Regulatory law
SKILLS	Leadership Operational planning Problem solving and critical thinking Adaptability and flexibility	Multitasking Initiative Persuasive writing Oral communication and argument
LEGAL EMPLOYMENT HISTORY	<i>Acting City Attorney/Assistant City Attorney – City of Flint (May 2015 - Present)</i> <ul style="list-style-type: none">• Managed the City of Flint’s legal response to the Flint Water Crisis lawsuits – complex, multi-party litigation involving over 100 separate cases in state and federal courts – personally wrote briefs, argued, and negotiated for the City• Coordinated multiple teams of outside counsel representing the City of Flint or its officials/employees• Planned and executed litigation strategies in dozens of cases as the lead attorney representing the City of Flint, its officials, and its employees in state and federal courts – including jury trials to verdict, settlement negotiations, motion practice, discovery, and appellate briefing/argument – resulting in favorable jury verdicts, negotiated resolutions, and judicial decisions• Advised the Mayor, City Council, City Administrator, and other City officials and employees on complex legal issues and risk mitigation strategies• Supported the establishment and implementation of the City’s newly created Ethics and Accountability Board• Drafted ordinances, resolutions, contracts, and legal opinions• Trained Flint Police officers and command staff on professional development issues including civil rights, criminal procedure, and ethics• Assisted in developing media/communications plans implicating legal concerns• Supervised professional and support staff in accomplishing project goals• Recruited and supervised interns/volunteers for the Law Department	

WILLIAM Y. KIM

LEGAL	<i>Special Assistant City Attorney – City of Lansing (June 2013 - December 2014)</i>
EMPLOYMENT	<ul style="list-style-type: none">• Researched and drafted legal opinions on legal issues affecting the City of Lansing to assist in developing or executing City policies
HISTORY (CONT)	<ul style="list-style-type: none">• Represented the City of Lansing, its officials, and its employees in state and federal courts and administrative hearings• Prosecuted criminal cases from complaint authorization through jury trial
	<i>Staff Attorney/Law Clerk – Michigan Department of Financial and Insurance Services (DIFS) (May 2010 – May 2011; August 2011 – May 2013)</i>
	<ul style="list-style-type: none">• Administratively prosecuted violations of insurance, finance, and mortgage statutes and regulations enforced by the agency• Drafted regulations and legal opinions in financial, insurance, and mortgage law
	<i>Legal Extern – Hon. Janet T. Neff, U.S. District Court Judge (May 2011 – July 2011)</i>
	<ul style="list-style-type: none">• Researched & drafted opinions and orders for matters pending before Judge Neff
PRE-LEGAL	<i>Campaign Manager – Fred Johnson for Congress, Democratic Candidate MI-02</i>
EMPLOYMENT	<i>(July 2007-November 2008)</i>
HISTORY	<ul style="list-style-type: none">• Recruited and directly supervised 4 senior staff and indirectly managed over 50 paid and volunteer staff in all 11 counties in Michigan’s 2nd Congressional District• Administered budget more than \$100,000 along with associated reporting and Federal Election Commission compliance requirements• Developed and executed communications strategy involving paid and earned media• Supervised all campaign operations, including polling, opposition research, candidate preparation/training, speechwriting, fundraising, and reporting
	<i>Technical Writer/Financial Tracker – Delphi Automotive (2002-2007)</i>
	<ul style="list-style-type: none">• Worked with subject matter experts to draft technical documentation for highly complex, specialized, and often unique machines• Tracked project spending for divisional projects in multiple locations globally
EDUCATION	<i>Michigan State University College of Law – East Lansing, MI</i>
	Juris Doctor, 2012 – <i>cum laude</i>
	Activities: Notes Editor, Editorial Board, <i>Michigan State Law Review</i>
	Vice-President, Law Students for Reproductive Justice
	<i>Hope College – Holland, MI</i>
	Bachelor of Arts, 1999
LEGAL	<ul style="list-style-type: none">• William Y. Kim, “<i>The Whole is Greater than the Sum of its Parts: Maynard, Jones, and the Integration of GPS and the 4th Amendment</i>”, 8 CRIM. L. BRIEF, no. 2, Spring 2013, at 31.
PUBLICATIONS	<ul style="list-style-type: none">• William Y. Kim, “<i>Global Warming Heats Up the American-Canadian Relationship: Resolving the Status of the Northwest Passage Under International Law</i>”, 38 CAN.-U.S. L.J. 167 (2013)



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 \$2,900,000.00.

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

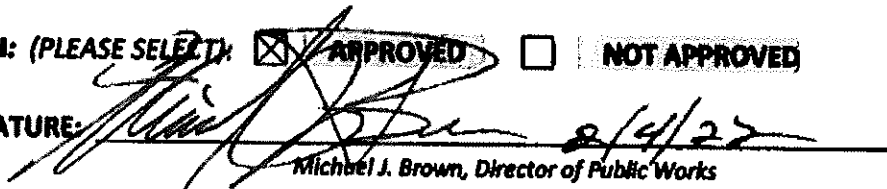
BUDGET YEAR 2

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 (HQC): 640 S. Saginaw Street, Suite 200, 48502 | Phone: (810) 341-7000

Civil Engineering | Surveying | Landscape Architecture | Aerial Imagery/Mapping | Planning

Flint, MI (HQC) | Lapeer, MI | Farmington Hills, MI | Kentwood MI | Mt Pleasant, MI | Grayling MI | Myrtle Beach, SC | www.rowepsc.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 serviced 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

Signature signed by Jeffrey Markstrom, PE
CN=Jeffrey Markstrom, O=ROWE Professional Services
C=US, E=jm@rowe.com, OU=ROWE
2022.02.01 11:17:28 -0500

Jeffrey B. Markstrom, PE
Design Services Division Manager

Rick Freeman, PE

Signature signed by Rick Freeman
CN=Rick Freeman, O=ROWE Professional Services, C=US
2022.02.02 10:24:30 -0500

Rick A. Freeman, PE
Principal/Director of Engineering

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

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

RESOLUTION NO.: 220038

PRESENTED: January 19, 2022

ADOPTED:

**Resolution to Approve a Public Hearing Regarding the
Amended Changes to Rules Governing Meetings of the Flint City Council**

By the Flint City Council:

WHEREAS, an ad hoc Rules committee was established on November 15, 2021, for the purpose of revision to the Rules Governing Meetings of the Flint City Council (the Rules), which were adopted as amended on June 12, 2017; and

WHEREAS, significant amendments to the Rules have been made by the ad hoc Rules committee for the purposes of clarity and consistency therein; and

WHEREAS, Section 1-801 et seq. of the Flint City Charter requires a public hearing for proposed amendments of the Rules.

THEREFORE BE IT RESOLVED, 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 _____, in City Council Chambers, 1101 S. Saginaw Street, Flint.

APPROVED AS TO FORM:

CITY COUNCIL:

Angela Wheeler, Chief Legal Officer

Eric Mays, City Council President

RULES GOVERNING MEETINGS OF THE FLINT CITY COUNCIL

GENERAL

PREAMBLE

OPEN MEETINGS ACT (OMA)

FREEDOM OF INFORMATION ACT (FOIA)

RULE 1 PARLIAMENTARY AUTHORITY

RULE 2 SUSPENSION AND AMENDMENT OF RULES

ORGANIZATION #1

RULE 3 COUNCIL PRESIDENT; PRESIDING AT MEETINGS

RULE 4 APPOINTMENT OF COMMITTEES

ORGANIZATION #2

RULE 5 TIME AND PLACE OF MEETINGS AND SPECIAL MEETINGS

RULE 6 AGENDA FOR REGULAR MEETINGS OF COUNCIL; AGENDAS FOR COMMITTEE MEETINGS

RULE 7 ORDER OF BUSINESS FOR REGULAR MEETINGS OF COUNCIL

ORGANIZATION #3

EXECUTIVE OR CLOSED SESSIONS

ACTION BY COUNCIL

RULE 8 FORM OF ACTION; DIVISION OF QUESTION

RULE 9 VOTING; VOTING – ABSTAINING VOTES

RULE 10 INTRODUCTION AND ENACTMENT OF ORDINANCES

MOTIONS #1

RULE 11 CONSIDERATION OF MOTIONS

RULE 12 SUPPORT FOR MOTIONS

RULE 13 MOTION TO ADJOURN

RULE 14 MOTION TO RECESS

RULE 15 MOTION TO POSTPONE TEMPORARILY (LAY ON THE TABLE)

RULE 16 MOTION TO VOTE IMMEDIATELY (PREVIOUS QUESTION OR CALL THE QUESTION)

RULE 17 MOTION TO LIMIT OR EXTEND DEBATE

MOTIONS #2

RULE 18 MOTION TO POSTPONE DEFINITELY

RULE 19 MOTION TO REFER (COMMIT)

RULE 20 MOTION TO AMEND

RULE 21 MOTION TO POSTPONE INDEFINITELY

RULE 22 MOTION TO RECONSIDER

RULE 23 MOTION TO RESCIND

RULE 24 REQUEST TO WITHDRAW A MOTION

MOTIONS #3

RULE 25 INCIDENTAL MOTIONS – POINT OF ORDER

RULE 26 INCIDENTAL MOTIONS – ~~POINT OF REQUEST FOR INFORMATION~~

PUBLIC PARTICIPATION AND MAINTENANCE OF ORDER

RULE 27 MAINTENANCE OF ORDER AND DEBATE

RULE 28 RIGHT TO SPEAK IN DEBATE

RULE 29 PUBLIC MEETINGS AND PARTICIPATION BY PUBLIC

CONDUCT, ETHICS AND DISCIPLINARY ACTIONS

RULE 30 GENERAL CONDUCT AND STANDARDS OF CONDUCT

RULE 31 ETHICS

RULE 32 DISCIPLINARY ACTIONS

REVIEW OF CITY COUNCIL RULES

RULE 33 ANNUAL REVIEW OF CITY COUNCIL RULES

GENERAL

PREAMBLE

These are rules governing the orderly conduct of Flint City Council meetings in accordance with Robert's Rules of Order and certain laws.

OPEN MEETINGS ACT (OMA)

City Council meetings are subject to the Open Meetings Act, Public Act 267 of 1976, MCL 15.261 through 15.275.

FREEDOM OF INFORMATION ACT (FOIA)

All documents of the meetings of the Flint City Council (i.e. agendas, minutes, attachments, transcripts, recordings) are public documents subject to the FOIA, MCL 15.231 *et seq.* unless subject to exemptions rule in FOIA.

PARLIAMENTARY AUTHORITY

- Rule 1.1 All matters of procedure not covered specifically by Council Rules, State, or Local law, shall be governed by Robert's Rules of Order 11th Ed. If a conflict arises between Council Rules and Robert's Rules of Order, Council Rules take precedence.
- Rule 1.2 The President or Chair (Presiding Officer) ~~SHALL (is required to) shall~~ decide all questions arising under these rules and general parliamentary practice, subject to appeal. While on all questions of order, and of interpretation of the rules, and of priority of business, ~~it is the DUTY of (The Chairman to shall~~ first decide the question, and it is the privilege of any member to ~~may~~ "appeal from the decision." If the appeal is seconded, the Chairman ~~shall~~ states his ~~their~~ decision, and that it has been appealed from, and then states the question thus: "Shall the decision of the Chair stand as the judgment of Council?" The Chairman can then, without leaving the chair, state the reasons for his ~~their~~ decision, after which it is open to debate. ~~Unless the appeal shall be determined by a majority of the Councilpersons Councilmembers-elect, vote against the Chair's ruling, the ruling stands.~~
- Rule 1.3 City Council can appoint a person of their choosing to be the Parliamentary Authority, but any Councilmember may make reference to either City Council Rules, which take precedence over Robert's Rules, or reference to Robert's Rules when the issue is not covered in City Council Rules.

Commented [WK1]: Per 3-204(A) of the City Charter, "Except as otherwise provided by this Charter no action of the City Council shall be effective unless a majority of the members elect of the City Council vote in favor of the action."

SUSPENSION AND AMENDMENT OF RULES

- Rule 2.1 ~~Any individual The rules may be suspended on the vote of two-thirds of the Councilpersons Councilmembers-elect, to allow for consideration of business that would not otherwise be allowed, unless other rules provide for an alternative means of conducting said business. A motion to suspend a rule is not debatable.~~
- Rule 2.2 The rules may be amended in accordance with Section 1-801 of the Flint City Charter.

ORGANIZATION #1

COUNCIL PRESIDENT: PRESIDING AT MEETINGS

- Rule 3.1 The Council shall have a President and a Vice-President, each chosen by a majority of the ~~Councilpersons~~Councilmembers-elect for a ~~one-year~~ term which shall end on the second Monday in November.
- Rule 3.2 The President shall preside at the meetings of the Council and, in the absence of the President, the Vice-President shall preside. If both the President and Vice-President are absent, a Chairperson from a Council Committee shall preside in the following order: Finance, Governmental Operations, Legislative, Grants.

COMMITTEES

- Rule 4.1 The President, unless otherwise directed by the Council, shall appoint all committee chairs and vice-chairs for a one-year term which shall end on the second Monday in November.
- Rule 4.2 The standing committees of the City Council are Finance, Governmental Operations, Legislative, Grants, and Special Affairs. The Council President may determine in which order they are addressed.
- Rule 4.3 Finance Committee - Business conducted consists of all matters relating to City finances (e.g. spending, revenue, contracts, fees, budgets, audits, etc.). Finance Committee shall meet at 5:00 pm on the Wednesdays a week before regular Council meetings. [Note - see Rule 6.8A]
- Rule 4.4 Legislative Committee - Business conducted consists of all matters relating to City legislation (e.g. ordinances, policies, etc.). Legislative Committee shall meet after Finance Committee. [Note - see Rule 6.8B]
- Rule 4.5 Governmental Operations Committee - Business conducted consists of all matters relating to governmental function (e.g. multi-member bodies, policies and procedures, matters related to City government and City departments, etc.). Governmental Operations Committee shall meet after Legislative Committee. [Note - see Rule 6.8C]
- Rule 4.6 Grants Committee - Business conducted consists of all matters relating to City grant programs and grant awards (e.g. applying for grants, accepting and monitoring of grants, federal and state grant monies, and local grant dollars, etc.). Grants Committee shall meet after Governmental Operations Committee. [Note - see Rule 6.8D]
- Rule 4.7 Special Affairs Committee - Reserved for any standing committee agenda item needing additional discussion or information, as well as for any emergency agenda submission. Special Affairs Committee shall meet at 4:30 p.m. right before regular Council meetings on the 2nd and 4th Mondays of the month. [Note - see Rule 6.8E]
- Rule 4.8 All standing committees of Council shall be comprised of all members of Council who are not under disciplinary actions/restrictions.

- Rule 4.9 The President, at ~~his~~^{her}~~their~~ own discretion, may create ad hoc committees and shall appoint these committees' chairs and members. The President shall determine the number of ~~Council member~~^{Councilmembers} comprising these committees.

ORGANIZATION #2

TIME AND PLACE OF MEETINGS AND SPECIAL MEETINGS

- Rule 5.1 All meetings of the City Council and all committees of the Council shall take place in the Council Chambers on the third floor of City Hall or at such other places as the Council may determine.
- Rule 5.2 The regular meeting of the City Council is 5:30 p.m. on the second and fourth Monday of every month.
- Rule 5.3 The Flint City Council may schedule other committee meetings as deemed necessary.
- Rule 5.4 In the event of a call for a special meeting or a change in the time or place of a meeting, the Clerk shall be notified and shall see that each ~~Councilperson~~^{Councilmember} and the public are informed as is required by the Open Meetings Act.
- Rule 5.5 The Mayor shall be notified of all meetings of the City Council.

AGENDA FOR REGULAR MEETINGS OF COUNCIL

- Rule 6.1 Matters shall be placed on the agenda of any meeting of the City Council by action of the Council President or any presiding Chair of any committee of the Council, or at the request of the Mayor or Clerk, prior to the start of the meeting. After roll call, the presiding officer shall ask for "any additions or changes to the agenda". Agenda changes or additions need to be approved by the presiding officer.
- Rule 6.2 Any agenda matters that require official Council action at the meeting for final adoption (i.e., resolutions, budget amendments, grant acceptances, etc.) must be accompanied by the appropriate documentation such as staff review reports, etc., and must be signed by the required signatories.
- Rule 6.3 The deadline for contacting City Council staff for the purpose of adding matters to an agenda shall be by 12:00 pm (noon) on Thursdays.
- Rule 6.~~5~~⁴ The presiding officer shall choose a person to lead the Pledge of Allegiance.
- Rule 6.~~5~~⁶ Opening Ceremonies will consist of Pledge of Allegiance, a short prayer or blessing, and may include requests for moments of silence for deceased or ailing individuals. Spiritual leaders (of many faiths) ~~will~~^{may} be invited and scheduled to offer a short prayer after the Pledge of Allegiance. The City Clerk will be responsible for making these arrangements.

AGENDAS FOR COMMITTEE MEETINGS

- Rule 6.8 Items denoted with ** will only appear on a committee agenda if necessary. If there is no such matter to be addressed, then it will not appear on the agenda.
- Rule 6.8a Finance Committee Agenda - Roll Call, **Closed Session [Executive Session], **Special Order, Resolutions, Discussion Items, Outstanding Discussion Items, Adjournment
- Rule 6.8b Legislative Committee Agenda - Roll Call, **Resolutions, Ordinances, Discussion Items, Outstanding Discussion Items, Adjournment
- Rule 6.8c Governmental Operations Committee Agenda - Roll Call, **Special Order, **Licenses, Resolutions, Appointments, Discussion Items, Outstanding Discussion Items, Adjournment
- Rule 6.8d Grants Committee Agenda - Roll Call, Resolutions, Discussion Items, Outstanding Discussion Items, Adjournment
- Rule 6.8e Special Affairs Agenda - Roll Call, **Closed Session [Executive Session], **Special Order, Resolutions, Appointments, Ordinances, Discussion Items, Additional Council Discussion, Adjournment
- Rule 6.9 Rules 6.1, 6.2, 6.3 and 6.4 concerning regular Council meetings also apply here to Committee meetings, except that any Committee member may request that an agenda item be placed on the agenda for that Committee. Section 31.12 of the Disorderly Persons Ordinance applies to all committee meetings.

ORDER OF BUSINESS FOR REGULAR MEETINGS OF COUNCIL

- Rule 7.1 The order of business at Regular Meetings of the City Council shall be as follows:
- I Call to Order, Roll Call and opening ceremonies
 - II Reading of Disorderly Persons Section
 - III Request for Changes and/or Additions to Agenda
(Council shall vote to adopt any amended agenda.)
 - IV Presentation of Minutes
(Council shall vote to accept minutes.)
 - V Special Orders
(Any Councilperson/Councilmember may request that permission for a Special Order be placed on the agenda, but it must first be approved by both the Council President, and Committee Chair if raised during a Committee meeting.)
 - VI Public Hearings
 - VII Public Speaking
(Three [3] minutes per speaker. Only one speaking opportunity per speaker. Numbered slips will be provided prior to the start of a meeting to those wishing to speak during this agenda item. No additional speakers or slips will be accepted after the meeting begins. Speakers may not allocate or "donate" their allotted time to another person. Council

~~members may not speak during public speaking, nor may they make response comments to speakers. Council members may use their five (5) minutes for final comments to address any issues that have been addressed by public speakers.)~~

VIII **Petitions and Unofficial Communications**

IX **Official Communications – From Mayor and Other City Officials**

X **Additional Communications**

XI **Appointments**

XII **Licenses**

XIII **Resolutions** (A Council member who desires to speak in debate must obtain

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~~the floor by being recognized by the presiding Chair. In the debate, each member has the right to speak twice [for a maximum of five (5) minutes] on the same question on the same day, but cannot make a second speech on the same question so long as any member who has not spoken on that~~

~~question desires the floor. A member who has spoken twice on~~

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~~a particular question on the same day has exhausted his/her right to debate that question for that day. A timer will be utilized. No "banking" of time or division of time for future use is allowed.~~

~~Council members may request to ask questions of Administrative staff, etc. During debate on any agenda item, Guest speaker time allowed shall be determined by the presiding Chair and is not considered to be part of the limited debate time allocated to council members.~~

XIV **Liquor Licenses**

XV **Introduction and First Reading of Ordinances**

XVI **Second Reading and Enactment of Ordinances**

XVII **Additional Discussion Items**

XVIII **Final Council Comments**

XIV **Adjournment**

ORGANIZATION #3

CLOSED SESSIONS

Rule 7.2 ~~Pursuant to the Open Meetings Act, the Flint City Council may meet in Closed Session for one or more of the following purposes: The Open Meetings Act provides exemptions to the rule that government body meetings must be open to the public.~~

~~Meeting in closed session—a public body may meet in a closed session only for one or more of the permitted purposes specified in Section 8 of the OMA.~~

~~The limited purposes include, among others:~~

- (1) To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of, a public officer, employee, staff member, or individual agent, if the named person requests a closed hearing.
- (2) For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement if either negotiating party requests a closed hearing.
- (3) To consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.
- (4) To consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only if an open meeting would have a detrimental financial effect on the litigating or settlement position of the public body.
- (5) To review and consider the contents of an application for employment or appointment to a public office if the candidate requests that the application remain confidential. However, all interviews by a public body for employment or appointment to a public office shall be held in an open meeting pursuant to this act.
- (6) To consider material exempt from discussion or disclosure by state or federal statute. But note—a board is not permitted to go into closed session to discuss an attorney's oral opinion, as opposed to a written legal memorandum.

7.3 ————— A closed session must be conducted during the course of an open meeting.

Section 2(e) of the OMA defines "closed session" as "a meeting or part of a meeting of a public body that is closed to the public." Section 9(1) of the OMA provides that the minutes of an open meeting must include "the purpose or purposes for which a closed session is held."

—Rule 7.43 ————— **GOING INTO CLOSED SESSION [EXECUTIVE SESSION]** – A 2/3 roll call vote of the Councilmembers-Elect is required to meet in closed session for purposes (3) through (6), as listed in Rule 7.2. A majority vote of the Councilmembers-Elect is sufficient for purposes (1) and (2), as listed in Rule 7.2. The roll call vote and the purpose or purposes for meeting in closed session shall be recorded in the minutes of the meeting at which the vote is taken.

SECTION

7(1) OF THE OMA SETS OUT THE PROCEDURE FOR CALLING A
CLOSED SESSION: A 2/3 ROLL CALL VOTE OF MEMBERS ELECTED
OR APPOINTED AND SERVING IS REQUIRED TO CALL A CLOSED

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SESSION, EXCEPT FOR THE CLOSED SESSIONS PERMITTED UNDER SECTION 8(A), (B), (C), (G), (H), AND (J). THE ROLL CALL VOTE AND THE PURPOSE OR PURPOSES FOR CALLING THE CLOSED SESSION SHALL BE ENTERED INTO THE MINUTES OF THE MEETING AT WHICH THE VOTE IS TAKEN. THUS, A PUBLIC BODY MAY GO INTO CLOSED SESSION ONLY UPON A MOTION DULY MADE.

SECONDED, AND ADOPTED BY A 2/3 ROLL CALL VOTE OF THE
MEMBERS APPOINTED AND SERVING DURING AN OPEN MEETING
FOR THE PURPOSE OF (1) CONSIDERING THE PURCHASE OR LEASE
OF REAL PROPERTY, (2) CONSULTING WITH THEIR ATTORNEY, (3)
CONSIDERING AN EMPLOYMENT APPLICATION, OR (4)
CONSIDERING MATERIAL EXEMPT FROM DISCLOSURE UNDER
STATE OR FEDERAL LAW. A MAJORITY VOTE IS SUFFICIENT FOR
GOING INTO CLOSED SESSION FOR THE OTHER OMA PERMITTED
PURPOSES.

Rule 7.45 ~~LEAVING A CLOSED SESSION [EXECUTIVE SESSION].~~ – The City Council may leave a closed session upon a majority vote of the Councilmembers-elect. ~~THE OMA IS~~

~~SILENT AS TO HOW TO LEAVE A CLOSED SESSION. SUGGESTED~~
~~IS~~
~~FOR A MOTION TO BE MADE TO END THE CLOSED SESSION WITH~~
~~A MAJORITY VOTE NEEDED FOR APPROVAL. ADMITTEDLY, THIS~~
~~IS A DECISION MADE IN A CLOSED SESSION, BUT IT CERTAINLY~~
~~ISN'T A DECISION THAT "EFFECTUATES OR FORMULATES PUBLIC~~
~~POLICY." WHEN THE PUBLIC BODY HAS CONCLUDED ITS CLOSED~~
~~SESSION, THE OPEN MEETING MINUTES SHOULD STATE THE TIME~~
~~THE PUBLIC BODY RECONVENED IN OPEN SESSION AND, OF~~

COURSE, ANY VOTES ON MATTERS DISCUSSED IN THE CLOSED
SESSION MUST OCCUR IN AN OPEN MEETING.

Rule 7.56 ~~DECISIONS ON MATTERS DISCUSSED IN CLOSED SESSION TO BE
MADE DURING OPEN SESSION DECISIONS MUST BE MADE DURING AN
OPEN MEETING, NOT THE
CLOSED SESSION [EXECUTIVE SESSION]-- SECTION 3(2) OF THE
OMA REQUIRES THAT "ALL DECISIONS OF A PUBLIC BODY
SHALL
BE MADE AT A MEETING OPEN TO THE PUBLIC," SECTION 2(D) OF
THE OMA DEFINES "DECISION" TO MEAN "A DETERMINATION,
ACTION, VOTE, OR DISPOSITION UPON A MOTION, PROPOSAL,
RECOMMENDATION, RESOLUTION, ORDER, ORDINANCE, BILL,
OR
MEASURE ON WHICH A VOTE BY MEMBERS OF A PUBLIC BODY
IS
REQUIRED AND BY WHICH A PUBLIC BODY EFFECTUATES OR
FORMULATES PUBLIC POLICY. All determinations, actions, votes, or
dispositions of motions, proposals, recommendations, resolutions, orders,
ordinances, bills, or measures by which the City Council effectuate or formulates
public policy must be made during an open session. "~~

Rule 7.76 ~~All matters discussed in closed session are privileged and not to be shared
with any person outside of the closed session. ALL MATTERS DISCUSSED IN
CLOSED SESSION [EXECUTIVE
SESSION] AND MATERIALS PROVIDED ARE PRIVILEGED
INFORMATION AND ARE NOT TO BE SHARED WITH ANY
PERSON(S) OUTSIDE OF THE SESSION.~~

ACTION BY COUNCIL

FORM OF ACTION BY COUNCIL: DIVISION OF QUESTION

(NOTE: THIS ACTION IS OFTEN UTILIZED BY COUNCIL FOR MASTER
RESOLUTIONS AND SEPARATION OF SPECIFIC RESOLUTIONS)

Rule 8.1 All official action of the Council as required by the City Charter shall be by ordinance or resolution, but decisions on parliamentary procedure may be made upon motion. Other action may be made upon motion, including decisions on parliamentary procedure.

Rule 8.2 No motion may be debated by the Council until it has been stated by the presiding officer and it must be reduced to writing if requested by the presiding officer or any Councilperson/Councilmember.

Rule 8.3 If a question before the Council is susceptible of division, it shall be divided on the demand of any Councilperson/Councilmember.

VOTING

Rule 9.1 The determination of any question at a regular City Council meeting shall require a roll call vote.

Rule 9.2 The determination of any question at a committee meeting shall be by voice vote unless a member objects, in which case upon call of the Chair for a vote. If there is an objection, a roll call vote shall be taken.

Rule 9.3 The voting on all roll calls shall be rotated so that the Councilperson/Councilmember representing the First Ward shall cast the first vote on the first roll call of any meeting, the Councilperson/Councilmember from the Second Ward shall cast the first vote on the second roll call at any meeting, and so on throughout the meeting so that the first vote on a roll call shall be solicited from the succeeding Councilperson/Councilmember. Following the first vote on any roll call, the remaining Councilperson/Councilmembers shall be called in consecutive order until all nine Councilperson/Councilmembers have been afforded an opportunity to vote on any question.

Rule 9.4 A Councilmember must be seated at their designated seating place in order to vote. Proxy votes are not allowed.

Rule 9.5 INTERRUPTION OF VOTES – Interruptions during the taking of a vote are permitted only before any member has actually voted, unless, as sometimes occurs in ballot voting, other business is being transacted during voting or tabulating.

Rule 9.6 RULE AGAINST EXPLANATION BY MEMBERS DURING VOTING - A member has no right to “explain his vote” during voting, which would be the same as debate at such a time.

Rule 9.7 CHANGING ONE'S VOTE – A member has a right to change his vote up to the time the result is announced by the Chair. A request to change a vote after the Chair's announcement requires After that s/he can make the change only by the unanimous consent of the assembly requested body and granted, without debate, and may only be made immediately after the Chair's announcement, immediately following the chair's announcement of the result of the vote.

Rule 9.8 ABSTAINING VOTES – To “abstain” means to not vote at all.

Rule 9.9 ABSTAINING FROM VOTING ON A QUESTION OF DIRECT PERSONAL INTEREST – No member should vote on a question in which he/she has a direct personal or pecuniary interest not common to the other members of the organization. Voting on questions which affect oneself – the rule on abstaining from voting on a question of direct personal interest does not mean that a member should not vote for him/herself for an office or other position to which members generally are eligible, or should not vote when other members are included with him in a motion.

INTRODUCTION AND ENACTMENT OF ORDINANCES

~~(BOTH Any City Councilmember or the Mayor may introduce an Ordinance CITY COUNCIL AND THE LEGAL DEPARTMENT MAY INTRODUCE~~

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~~AN ORDINANCE))~~

Rule 10.1 Upon the introduction of any ordinance, the City Clerk shall proceed as directed in Section 3-30201 *et seq* of the Flint City Charter.

Rule 10.2 After a public hearing has been completed, any ~~Councilperson~~Councilmember may move the enactment of the ordinance.

Rule 10.3 If the ordinance is amended to the extent that there has been inadequate notice to the public of the content of the ordinance, it shall not be enacted until the procedures of Section 3-301 *et seq* of the Flint City Charter Section 3-302 are complied with.

Rule 10.4 Every ordinance must state the date that it becomes effective. After the vote on the enactment of the ordinance, any ~~Councilperson~~Councilmember may move that it be given immediate effect upon publication, rather than the date stated. Any effective date earlier than thirty days after enactment requires a two-thirds vote of the CouncilpersonCouncilmembers-elect.

Rule 10.5 Every ordinance shall be submitted to the Chief Legal Officer of the City (FOR CORRECT FORMAT, NOT CONTENT) for review and approval as to form prior to enactment.

MOTIONS

CONSIDERATION OF MOTIONS

Rule 11.1 When a question is under debate, the Chair will receive only the following motions:

- Rule 13 to adjourn
- Rule 14 to recess
- Rule 15 to postpone temporarily (lay on the table)
- Rule 16 to vote immediately (previous question)
- Rule 17 to limit debate
- Rule 18 to postpone definitely

Rule 19	to refer (commit)
Rule 20	to amend
Rule 21	to postpone indefinitely
Rule 22	to reconsider
Rule 23	to rescind
Rule 24	to withdraw a motion
Rule 25	point of order
Rule 26	point of request for information

Rule 11.2 If more than one of the above motions are made, they shall be considered in the order listed.

SUPPORT FOR MOTIONS

Rule 12.1 No motion may be considered or debated unless it has the support of ~~been seconded by at least one other Councilperson~~Councilmember and has been properly stated by the Chair. ~~The Chair does not have to recognize a member before that member may second a motion.~~

Rule 12.2 Nominations need not be seconded.

MOTIONS #1

MOTION TO ADJOURN

Rule 13.1 A motion to adjourn is always in order. If it is made during the count of a vote, it will not be considered until after the vote is announced.

Rule 13.2 A motion to adjourn ~~will be decided without debate~~is not debatable. However, the issue of the time to reconvene may be debated if it is introduced by the maker of the motion or by amendment.

MOTION TO RECESS

Rule 14.1 A motion to recess shall state the length of the recess and ~~shall be decided without debate~~is not debatable

Rule 14.2 When a recess is taken during the pending of any question, the consideration of the question shall be resumed upon the reassembling of the Council.

Rule 14.3 The Chair may order a recess without objection.

MOTION TO POSTPONE TEMPORARILY (LAY ON THE TABLE)

Rule 15.1 The Council may decide to postpone temporarily any matter pending before it. ~~The motion may be referred to as a motion to lay on the table.~~

- Rule 15.2 ~~-----~~ A decision to lay upon the table shall have the effect of postponing the question involved, all pending amendments, and other adhering motions, until later in that meeting.
- Rule 15.2³ If a decision is made to resume consideration of a matter or to take up from the table, it shall return in exactly the same form as when it was postponed temporarily. A motion to resume consideration must be made at the same meeting.
- Rule 15.3 ~~-----~~ If a motion to resume consideration fails or is not made, the pending matter shall be added to the next meeting agenda.
- Rule 15.4 ~~-----~~ All matters postponed temporarily shall be considered at the meeting at which they were postponed. If the motion to take up from the table fails, the issue is considered to have failed.
- Rule 15.5⁴ A motion to postpone temporarily or to resume consideration shall be decided without debate. ~~is not debatable~~

MOTION TO VOTE IMMEDIATELY (PREVIOUS QUESTION OR CALL THE QUESTION)

- Rule 16.1 Any ~~Councilperson~~Councilmember may move to vote immediately. If the motion is supported, debate will cease immediately. A two-thirds vote is required for the motion to carry. ~~Failure to cease talking shall result in disciplinary action. Violators shall be removed from the meeting.~~
- Rule 16.2 If the motion receives a majority of the votes of the ~~Councilperson~~Councilmembers-elect, in accordance with Section 3-204(a) of the Charter, the Council shall vote on the pending question or questions in their regular order.
- Rule 16.3 ~~-----~~ A motion to vote immediately is not debatable.

MOTION TO LIMIT OR EXTEND DEBATE

- Rule 17.1 The Council may decide, by majority vote, to limit or determine the time that will be devoted to discussion of a pending motion or to modify or remove limitations already imposed on its decision. This may include a limit of time for each ~~councilperson~~Councilmember to speak to the issue. ~~Failure to cease talking when a time limit has been reached shall result in disciplinary action. Violators shall be removed from the meeting.~~
- Rule 17.2 If each ~~councilperson~~Councilmember has a limited time to speak, this time limit shall include any questions asked and/or answered per the ~~councilperson~~Councilmembers request.
- Rule 17.3 ~~-----~~ A motion to limit or extend debate is not debatable.

MOTIONS #2

MOTION TO POSTPONE DEFINITELY

- Rule 18.1 The Council may decide to put off consideration of a pending main motion and to fix a definite time for its consideration.
- Rule 18.2 The debate on the motion to postpone definitely shall be limited to the reasons for the postponement and the time the main motion shall be taken up.

MOTION TO REFER (COMMIT)

- Rule 19.1 If a motion to refer a matter to a committee or other agency has been made, the Council shall proceed to decide the question of the referral.
- Rule 19.2 There shall be no further debate on the merits of the main motion or amendments to the main motion until the referral motion is decided.

MOTION TO AMEND

- Rule 20.1 A motion to amend must be germane to the main motion.
- Rule 20.2 An amendment may be amended but an amendment to an amendment may not be amended.

MOTION TO POSTPONE INDEFINITELY

- Rule 21.1 The Council may decide to prevent discussion or further discussion on a question by voting to postpone it indefinitely.
- Rule 21.2 A motion that has been postponed indefinitely cannot come up again at the same meeting. If it is reintroduced at a later meeting, it shall be treated as a new motion.

MOTION TO RECONSIDER

- Rule 22.1 A motion to reconsider any decision of the City Council may be made by any Councilperson ~~Councilmember~~ that voted in the affirmative on the motion in question.
- Rule 22.2 A motion to reconsider may be made at the same meeting or not later than the next succeeding regular meeting of the Council provided that notice has been given to the Council prior to the start of the meeting.
- Rule 22.3 No question may be reconsidered more than once.
- Rule 22.4 If a decision of the Council has gone into effect, the motion to reconsider shall not be in order.

MOTION TO RESCIND

- Rule 23.1 Action to rescind, repeal or annul a previous action may be by resolution unless the previous action is an ordinance. Action to repeal a published ordinance may only be by ordinance regardless of whether the ordinance has gone into effect.

- Rule 23.2 Notice of a motion to rescind a previous action must be given to the Clerk at least two days prior to the meeting at which the motion is to be made. However, the Council may vote by two-thirds of ~~Councilperson~~Councilmembers to waive the notice.
- Rule 23.3 Motions to rescind may be reconsidered regardless of whether the vote was affirmative or negative.

MOTIONS #3

REQUEST TO WITHDRAW A MOTION

- Rule 24.1 Any ~~Councilperson~~Councilmember may withdraw his or her motion before it has been restated by the Chair and placed before the assembly. The ~~Councilperson~~Councilmember need not obtain concurrence of any other person.
- Rule 24.2 After the motion has been placed before the assembly, it may only be withdrawn by majority consent of all ~~Councilperson~~Councilmembers present. A request to withdraw is undebatable.
- Rule 24.3 No request to withdraw a motion may be made after the vote on the motion has commenced.

INCIDENTAL MOTIONS – POINT OF ORDER

- Rule 25.1 The purpose of a point of order is to correct a breach in the rules when the presiding officer does not correct it, or when the presiding officer makes a breach of the rules.
- Rule 25.2 A point of order should not be used for minor infractions: that do not affect the substantive rights of the City Council, or a member
- Rule 25.3 A point of order does not need a second, can interrupt a speaker, is not debatable, and is decided by the chair.
- Rule 25.4 A point of order cannot be ignored by the presiding officer. A ruling of “agreement – out of order” or “disagree – denied” must be given. All debate and/or talking shall cease immediately when a point of order is raised, in order for the presiding officer to rule. Failure to cease talking shall result in disciplinary action. Violators shall be removed from the meeting
- Rule 25.5 Any two members have the right to appeal the presiding officer’s decision on a point of order. ~~This requires one member making (or taking) the appeal and another seconding (or supporting) it. Lack of support means the motion fails. If the motion is supported, the Council body votes to decide the question, as set forth in Rule 1.2. Members have no right to question the decision or ruling of the presiding officer unless they appeal from his/her decision.~~

INCIDENTAL MOTIONS – POINT REQUEST FOR OF INFORMATION

- Rule 26.1 ~~A request point for information of information~~ generally applies to information desired from a speaker.

- Rule 26.2 Its purpose is to help one understand the process and the potential consequences of the next voting.
- Rule 26.3 A request for information cannot be ignored by the presiding officer, but the presiding officer – upon hearing the request – may decide whether the request is legitimate and can proceed, or whether the speaker is misleadingly utilizing this motion to secure the floor for other purposes. The Presiding Officer must rule with either “Proceed” or “Denied”.
- Rule 26.4 A request for information point of information can be given made with a very short explanation but using this tactic as an opportunity to gain the floor is not allowed. Multiple abuses of use of point of information is cause for disciplinary action.

PUBLIC PARTICIPATION AND MAINTENANCE OF ORDER

MAINTENANCE OF ORDER AND DEBATE

(The public and City Council are both subject to the disorderly person-persons ordinance section 31-101 and the general code of conduct. Additionally, the Chair or Presiding Officer has a responsibility and duty to enforce these rules and sanctions for the purpose of maintenance of order. Only the Chair or Presiding Officer may determine and rule on who/what is in or out of order. Violations of this rule shall result in removal from the meeting.)

- Rule 27.21 When a member has been called to order, the Chair shall determine whether or not he or she is in order. Every question of order shall be decided by the Chair subject to an appeal to the Council by any member. If a member is called to order for words spoken, the exceptional words shall be immediately taken down in writing so that the presiding officer or Council may be better able to judge the matter.
- Rule 27.32 During any portion of any meeting, council memberCouncilmembers may not engage in any type of argumentative discourse with members of the audience, at any time, for any reason. Any council member or audience member who engages in this behavior during a meeting shall be removed from the meeting.
- Rule 27.43 Only the presiding officer may call an individual (or staff member, or department head, etc.) up to the podium (and/or table) to speak. Other council memberCouncilmembers would have to petition the presiding officer to make this request.

RIGHT TO SPEAK IN DEBATE

- Rule 28.1 Every CouncilpersonCouncilmember and every person granted the privilege of speaking to the City Council, on any matter before the City Council, shall address all remarks to members of the Council and shall not speak until recognized.
- Rule 28.2 When two or more Councilmembers address the Chair at the same time, the Chair shall name the CouncilpersonCouncilmember who is first to speak.
- Rule 28.3 A Councilmember who desires to speak, on any matter before the City Council, must obtain the floor by being recognized by the presiding Chair. Unless otherwise specified by these rules each member has the right to speak up to twice on the same

question on the same day, for 5 minutes during each round, but cannot make a second speech on the same question so long as any member who has not spoken on that question desires the floor. A member who has spoken twice on a particular question on the same day or who has exhausted their allocated time has exhausted his/her right to debate on that question for that day. The Clerk shall utilize a timer and track members time.

Rule 28.4 Councilmembers may request, from the presiding Chair, the opportunity to ask questions of Administrative Staff, etc., during debate on any agenda item. Any such questions and responses shall be incorporated as part of the Councilmember's allotted time.

PUBLIC MEETINGS AND PARTICIPATION BY PUBLIC

Rule 29.1 All meetings of the Council shall be open to the public in accordance with law.

Rule 29.2 If a member of the public wishes to address the City Council, they may do so at the regular City Council meeting. He or she shall submit, prior to the start of the meeting, a statement in writing containing his or her name and address and the topic to be covered. A box will be placed at the entrance to the Council Chambers for the collection of the statements.

Rule 29.3 Members of the public shall have no more than 3 minutes per speaker during public comment. Only one speaking opportunity per speaker. Numbered speaker slips will be provided prior to the start of a meeting to those wishing to speak during this portion of the agenda. No additional speakers or slips will be accepted after the meeting begins. ~~City council member~~Councilmembers may not also address ~~councilspeak~~ as a member of the public at this time. Public Speakers may not allocate or "donate" their allotted time to another person.

Rule 29.4 If a member of the public is addressing the Council at a scheduled public hearing, he or she shall stand to obtain recognition by the President at the opening of the hearing or at the conclusion of the remarks of the previous speaker.

Rule 29.5 Members of the public shall have no more than ~~40~~ 3 minutes to address the City Council during a public hearing.

~~Rule 29.6 Councilmembers may not speak during public hearings nor may they make response comments to speakers.~~

~~Rule 29.76~~ Any person ~~while being heard~~speaking at a Council meeting may be called to order by the President or any ~~Councilperson~~Councilmember for failure to be germane, for vulgarity, for personal attack of persons or institutions, or for speaking in excess of the allotted time.

~~Rule 29.87~~ Any person who is called to order shall thereupon yield the floor until the President shall have determined whether he or she is in order. Every question of order shall be decided by the President subject to an appeal by any ~~Councilperson~~Councilmember to the Council. If a person so engaged in presentation shall be determined by the Council to be out of order, that person shall not be permitted to continue at the same meeting except on special leave of the Council.

Rule 29.98 ~~Councilperson~~Councilmembers may ~~not~~ respond to any public speakers, 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 until Final Council Comments.

CONDUCT, ETHICS AND DISCIPLINARY ACTIONS

GENERAL CONDUCT AND STANDARDS OF CONDUCT

Rule 30.1 Every ~~councilperson~~Councilmember is subject to the established rules or general conduct and the standards of conduct as may be adopted by the City Council.

ETHICS

Rule 31.1 Every ~~councilperson~~Councilmember is subject to the established ethics rules of the City of Flint Charter and Ethics Ordinance.

DISCIPLINARY ACTIONS

Rule 32.1 Every ~~councilperson~~Councilmember is subject to the established rules and disciplinary actions for violations of rules and city ordinances.

REVIEW OF CITY COUNCIL RULES

Rule 33.1 Every December, the City Council shall place an item on the Special Affairs Committee agenda for a review of these rules.

Rule 33.2 At his/her own discretion, the Council President may at any time appoint a committee and its members to review and offer revisions of City Council Rules.

~~Rule 33.3 The rules may be revised upon a 2/3 majority vote of City Council members, per the City Charter. All Council members are subsequently and immediately subject to the approved rules.~~

Rule 33.43 It is the responsibility and duty of the Council President, Vice President, and all the Committee Chairs to ensure that these rules are adhered to and to apply the recommended disciplinary actions if they are not. Failure to do so is itself a violation of the rules and can subjects the violator to disciplinary actions.

RULES ORIGINALLY ADOPTED: MAY 10, 1976

1ST AMENDMENT ADOPTED: MAY 24, 2010

2ND AMENDMENT ADOPTED: APRIL 27, 2015

3RD AMENDMENT ADOPTED: JUNE 12, 2017

4TH AMENDMENT ADOPTED:

220114



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



RESOLUTION NO.: 220140

PRESENTED: APR - 6 2022

ADOPTED: _____

PROPOSAL # 22000533

BY THE CITY ADMINISTRATOR:

RESOLUTION TO RAUHORN ELECTRIC FOR INTERSECTION UPGRADES

WHEREAS, The Division of Purchases and Supplies solicited proposals for Intersection Upgrades, (2.5) Years on behalf of the Division of Transportation. These proposals provided costs of modernizing signals, cabinets and wire at traffic intersections, as well as any emergency intersection repairs needed due to traffic accidents. These upgrades are included as part of the city of Flint's Master Plan.

WHEREAS, The Transportation Division recommended the sole bidder, Rauhorn Electric Inc., Macomb, MI, 48042, be awarded as the vendor for the Intersections in need of Upgrades for a 2.5 year period.

WHEREAS, The Transportation Division is requesting Intersection Upgrade Services for a 2.5 year period, in an overall amount not-to-exceed \$400,000.00. Funds will come from the following account:

Account Number	Account Name/ Grant Code	Amount
202-443.201-801.000	Major Street Fund	FY22 TOTAL \$100,000.00
		FY23 TOTAL \$150,000.00
		FY24 TOTAL \$150,000.00
	2.5 YEAR GRAND TOTAL	\$ 400,000.00

IT IS RESOLVED, That the Division of Purchases and Supplies, upon City Council's approval, is hereby authorized to enter into a contract with Rauhorn Electric for Intersection Upgrades for an amount not-to-exceed \$100,000.00 for FY22 (07/01/21-06/30/22), \$150,000.00 for FY23 (07/01/22-06/30/23) pending budget adoption, and \$150,000.00 for FY24 (07/01/23-06/30/24) pending budget adoption, for an aggregate total not-to-exceed \$400,000.00.

APPROVED AS TO FORM:

William Kim
William Kim (Mar 24, 2022 16:52 EDT)

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 D EDWARDS
CLYDE D EDWARDS (Mar 24, 2022 17:29 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

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: March 17, 2022

BID/PROPOSAL# 22-533

AGENDA ITEM TITLE: Intersection upgrades

PREPARED BY Kathryn Neumann for John H. Daly, III, Director of Transportation

VENDOR NAME: Rauhorn Electric

BACKGROUND/SUMMARY OF PROPOSED ACTION:

Sealed bids were solicited for various intersection upgrades. The bids are for upgrading and modernizing signals, cabinets and wire. All the new signals will be changed to LED lights. These changes are part of the City of Flint's master plan. One bid was received and Rauhorn Electric was the sole bidder. The City has used Rauhorn Electric for intersection upgrades in the past and they have done a good job. The purchase order will also be used for any emergencies when an intersection traffic light gets knocked down due to a traffic accident. This is for a two and a half year period, year 1 will be in the amount of \$100,000, year 2 will be \$150,000 and year 3 will be \$150,000.

FINANCIAL IMPLICATIONS: There is money in the account listed below

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

Dept.	Name of Account	Account Number	Grant Code	Amount
202	Major Street Fund	443.201-801.000		\$ 100,000.00
		FY22 GRAND TOTAL		\$100,000.00

PRE-ENCUMBERED? YES ☐ NO ☒ **REQUISITION NO:** 210004716

ACCOUNTING APPROVAL: Matthew Baker (Mar 18, 2022 16:23 EDT) **Date:** _____

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐
(If yes, please indicate how many years for the contract) 2 1/2 YEARS

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

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

DEPARTMENT HEAD SIGNATURE: John H. Daly III
John H. Daly III (Mar 18, 2022 14:48 EDT)
(John H. Daly, III, Director of Transportation)



Sheldon Neeley
Mayor

CITY OF FLINT, MICHIGAN
Department of Public Works
Transportation Division

Clyde Edwards
City Administrator

Michael J Brown
Director

John H. Daly, III
Director

March 17, 2022

TO: Lauren Rowley
Purchasing Manager

FROM: John H. Daly, III *JHD*
Director of Transportation

SUBJECT: RECOMMENDATION – INTERSECTION UPGRADES,
PROPOSAL 22-533

After carefully reviewing the sole proposal received for Intersection Upgrades, I am recommending Rauhorn Electric in the amount of \$100,000 for FY22, \$150,000 for FY23 and \$150,000 for FY24. This PO will also be used for intersections that have knocked down traffic lights due to traffic accidents.

Requisition #210004716 has been pre-encumbered in the amount of \$100,000.00. If you have any questions or concerns, please do not hesitate to give me a call at ext. 2802.

Signature: *John H. Daly III*
John H. Daly III, Mar 18, 2022 14:50 EDT

Email: jdaly@cityofflint.com



SEALED PROPOSALS RECEIVED IN THE DIVISION OF PURCHASES & SUPPLIES
For Intersection Upgrades – (2.5) Years
 PROPOSAL # 22000533
 Approximate Annual Quantities – Not Guaranteed
 Furnish as requested for the period 01/02/22 – 6/30/24

Bidder# 1:
Rauhorn Electric, Inc.
Bruce Township, Michigan

	DESCRIPTION	QUANTITY	UNIT	PRICE	EXTENSION
1A	5 TH AVE @MLK	1.000	EACH	\$ 10,517.96	\$ 10,517.96
1B	5 TH AVE @ MLK	1.000	EACH	\$ 21,602.41	\$ 21,602.41
2A	MLK @ UNIVERSITY	1.000	EACH	\$ 15,557.63	\$ 15,557.63
2B	MLK @ UNIVERSITY	1.000	EACH	\$ 9,077.10	\$ 9,077.10
3A	GRAND TRAVERSE @ UNIVERSITY	1.000	EACH	\$ 14,017.29	\$ 14,017.29
3B	GRAND TRAVERSE @ UNIVERSITY	1.000	EACH	\$ 6,861.01	\$ 6,861.01
4A	5 TH AVE @ GRAND TRAVERSE	1.000	EACH	\$ 12,162.78	\$ 12,162.78
4B	5 TH AVE @ GRAND TRAVERSE	1.000	EACH	\$ 8,509.94	\$ 8,509.94
5A	5 TH AVE @ PATRICK	1.000	EACH	\$ 11,197.55	\$ 11,197.55
5B	5 TH AVE @ PATRICK	1.000	EACH	\$ 21,935.47	\$ 21,935.47
6A	EAST BLVD @ LONGWAY BLVD	1.000	EACH	\$ 13,250.10	\$ 13,250.10
6B	EAST BLVD @ LONGWAY BLVD	1.000	EACH	\$ 16,063.86	\$ 16,063.86
7A	JP COLE @ 5 TH AVE	1.000	EACH	\$ 12,626.87	\$ 12,626.87
7B	JP COLE @ 5 TH AVE	1.000	EACH	\$ 22,955.26	\$ 22,955.26
8A	FLINT PARK BLVD @ MLK	1.000	EACH	\$ 10,517.96	\$ 10,517.96
8B	FLINT PARK BLVD @ MLK	1.000	EACH	\$ 19,584.49	\$ 19,584.49
9A	DAYTON @ DUPONT	1.000	EACH	\$ 12,162.80	\$ 12,162.80
9B	DAYTON @ DUPONT	1.000	EACH	\$ 13,303.55	\$ 13,303.55
10A	DAVISON @ LEWIS	1.000	EACH	\$ 18,011.83	\$ 18,011.83
10B	DAVISON @ LEWIS	1.000	EAH	\$ 27,283.95	\$ 27,283.95
11A	DUPONT @ MCCLELLAN	1.000	EACH	\$ 15,214.07	\$ 15,214.07
11B	DUPONT @ MCCLELLAN	1.000	EACH	\$ 25,162.55	\$ 25,162.55
12A	5 TH AVE @ MASON	1.000	EACH	\$ 10,517.96	\$ 10,517.96
12B	5 TH AVE @ MASON	1.000	EACH	\$ 18,971.12	\$ 18,971.12
				GRAND TOTAL:	\$ 367,065.51

NOTE: Only (1) Sealed bid (referenced above) was received in the Division of Purchases and Supplies. Only an electronic bid was received from an additional vendor, which did not meet requirements as outlined in the RFP.

A SPECIAL NOTE FROM THE PURCHASING DIVISION

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



Proposal # 22000508

BY THE CITY ADMINISTRATOR:

RESOLUTION NO.: 220141

PRESENTED: APR - 6 2022

ADOPTED: _____

**RESOLUTION TO SEVEN BROTHERS PAINTING, INC. FOR (4) YEAR ELEVATED WATER TOWER
REHABILITATION PROGRAM**

WHEREAS, The Division of Purchases and Supplies solicited proposals for 2MG Elevated Water Tower Rehabilitation Program (4) years, on behalf of the City's Water Department. The rehabilitation program includes engineering, professional management, GASB 34 compliance as alternate method of asset management, washouts, rehabilitation, repairs, painting, and visual inspections.

WHEREAS, The City of Flint Water Department has recommended the sole responsive bidder, Seven Brother Painting Inc., Shelby Township, MI, 48315 for this rehabilitation project of the city's elevated water tower.

WHEREAS, Water Department is requesting the (4) year rehabilitation program contract, in an overall amount not-to-exceed \$539,300.00. The funds will come from the following account(s):

Account Number	Account Name/ Grant Code	Amount
591-545.200-801.000	Professional Services	\$ 539,300.00
	(4) YEAR GRAND TOTAL	\$ 539,300.00

IT IS RESOLVED, That the Appropriate City Officials are hereby authorized to enter into a contract with Seven Brothers Painting, Inc. for a (4) Year Water Tower Rehabilitation Program with City Council's approval, in an amount not-to-exceed \$509,300.00 for FY22 (07/01/21-06/30/22), \$10,000.00 for FY23 (07/01/22-06/30/23) pending budget approval, \$10,000.00 for FY24 (07/01/23-06/30/24) pending budget approval, and \$10,000.00 for FY25 (07/01/24-06/30/25) pending budget approval, for an aggregate (4) year total not-to-exceed \$539,300.00.

APPROVED AS TO FORM:

William Kim
Joanne Gurley (Mar 25, 2022 10:14 EDT)

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 D EDWARDS
CLYDE D EDWARDS (Mar 25, 2022 11:09 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

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: March 15, 2022

BID/PROPOSAL# 22-508

AGENDA ITEM TITLE: Resolution Authorizing Appropriate City Officials to Enter Into a Four (4) Year Contract with Seven Brothers Painting

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

VENDOR NAME: Seven Brothers Painting

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The City of Flint Department of Public Works & Utilities department solicited bids for a four (4) year agreement to establish a rehabilitation program for the water treatment plant's 2 MG elevated water tower. The rehabilitation program includes: engineering, professional management, GASB 34 compliance as alternate method of asset management, washouts, rehabilitation, repairs, painting and visual inspections. The first year of the contract agreement will be rehabilitation and remaining years two, three, and four, will consist of asset management and maintaining regulatory standards with yearly inspections. During this four (4) year agreement the vendor is responsible for any emergency repairs that are needed during this time frame. The four (4) year agreement is not to exceed \$539,300: (FY22) \$509,300; \$10,000 pending adoption of (FY23); \$10,000 pending adoption of (FY24) budget; and \$10,000 pending adoption of (FY25) budget.

FINANCIAL IMPLICATIONS:

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

Dept.	Name of Account	Account Number	Grant Code	Amount
591	Professional Services	591-545.200-801.000	n/a	\$509,300.00
GRAND TOTAL				509,300.00

PRE-ENCUMBERED? YES ☒ NO ☐ **REQUISITION NO:** 220005446

ACCOUNTING APPROVAL: Yolanda Gray **Date:** 3-15-22

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐

(If yes, please indicate how many years for the contract) 4 YEAR(S)

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 \$509,300.00

BUDGET YEAR 2 \$10,000.00



CITY OF FLINT

BUDGET YEAR 3 \$10,000.00

BUDGET YEAR 4 \$10,000.00

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

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

DEPARTMENT HEAD SIGNATURE: *Scott Duggell* *3/15/2022*



December 1, 2021

City of Flint
Lauren Rowley
1101 S. Saginaw Street
McKenzie Conference Room, 2nd Floor
Flint, MI 48502

PROPOSAL

**PROPOSAL #22-508 - 2MG ELEVATED WATER TOWER
REHABILITATION PROGRAM (4) YEARS**

BID DATE: MONDAY, DECEMBER 6TH, 2021 AT 10:00AM

**City of Flint MI 2 Million Gallon Welded Steel Water Tower
Asset Management Program**

Description	Estimated Quantity	Bid Unit Price	Bid Price
Year 1			
Interior Blast, Interior Renovation, Exterior Overcoat, Repairs & Mixer Installation	1	\$509,300.00	\$509,300.00
Year 2			
Visual Inspection, Repairs & Emer- Serv	1	\$10,000.00	\$10,000.00
Year 3			
Washout, Inspection, Repairs & Emer- Serv	1	\$10,000.00	\$10,000.00
Year 4			
Visual Inspection, Repairs & Emer- Serv	1	10,000.00	\$10,000.00
Total Bid	1		\$539,300.00

50805 Rizzo Drive • Shelby Twp, MI • 48315 • T. 586.323.7054 • F. 586.330.9693
sevenbrotherspainting.com



CITY OF FLINT

220142

RESOLUTION NO.: _____

PRESENTED: APR - 6 2022

ADOPTED: _____

**RESOLUTION AUTHORIZING THE SALE OF CITY OWNED LAND LOCATED AT
1827 CHELAN TO ARTHUR TAYLOR**

BY THE MAYOR:


The City of Flint has acquired title to certain real estate of an existing home Parcel ID #41-17-428-009. The property address is 1827 Chelan and legally described as LAPEER PARK LOT 106.

Arthur Taylor has agreed to purchase the property commonly known as 1827 Chelan Ave., Flint, MI 48503, Parcel ID #41-17-428-009 and legally described as LAPEER PARK LOT 106. The city's interest in the aforementioned property will be conveyed by a Quit Claim Deed and sold in AS IS condition. Revenue realized from the sale of this real property will be placed in Revenue Account #101-371.209-673.100. Arthur Taylor shall pay the recording fees to register the conveyance documents at the Genesee County Register of Deeds.

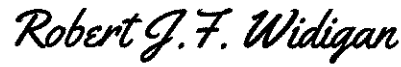
IT IS RESOLVED, that the appropriate City Officials are authorized to do all things necessary to enter into and complete the sale of property commonly known 1827 Chelan, Flint Michigan, Parcel ID # 41-17-428-009 and legally described as LAPEER PARK LOT 106 for a cost of \$6,000 and transfer the property to Arthur Taylor in an AS IS condition by means of conveyance of a Quit Claim Deed. Revenue realized from the sale of this real property will be placed in Revenue Account #101-371.209-673.100.

FURTHER RESOLVED, that the City Clerk shall, within thirty (30) days of this action, record a certified copy of this resolution with the Register of Deeds for Genesee County and forward a certified copy of said resolution to the State Treasurer.


APPROVED AS TO FORM:


William Kim (Mar 21, 2022 11:59 EDT)
William Kim
Interim Chief Legal Officer

APPROVED AS TO FINANCE


Robert J.R. Widigan
Chief Financial Officer

CITY ADMINISTRATION:


Clyde D. Edwards (Mar 21, 2022 16:30 EDT)
Clyde Edwards, City Administrator

CITY COUNCIL:


Eric Mays, Council President



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 3/8/2022

BID/PROPOSAL#

AGENDA ITEM TITLE: Resolution authorizing the sale of City-owned land located at 1827 Chelan to Arthur Taylor

PREPARED BY Samantha Fountain
(Please type name and Department)

VENDOR NAME:

BACKGROUND/SUMMARY OF PROPOSED ACTION:

This is a resolution recommending the sale of 1827 Chelan, legally described as LAPEER PARK LOT 106 to Arthur Taylor. This property is one of the homes that the City Council accepted from the County Treasurer in 2018. This property is currently vacant and was made available to the public through advertisement on MLive in accordance with the approved City of Flint Policy of Disposition of Acquired Genesee County Treasurer Properties . Mr. Taylor was the highest bidder and proposes to use the property as his primary residence.

FINANCIAL IMPLICATIONS: The property will be removed from the inventory of City of Flint owned property and returned to the tax rolls. The City will receive \$6,000.00.

BUDGETED EXPENDITURE? YES ☐ NO ☒ **IF NO, PLEASE EXPLAIN:** The income from this was not anticipated in this budget year.

Dept.	Name of Account	Account Number	Grant Code	Amount
Economic Development	Sale of City Land	101-371.209-673.100	N/A	\$6,000



CITY OF FLINT

		FY21/22 GRAND TOTAL	\$6,000
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PRE-ENCUMBERED? YES ☐ NO ☒ REQUISITION NO:

ACCOUNTING APPROVAL: _____ Date: _____

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☒

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

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

BUDGET YEAR 1

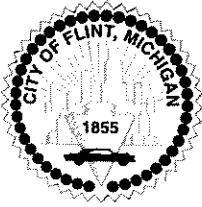
BUDGET YEAR 2

BUDGET YEAR 3

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

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

DEPARTMENT HEAD SIGNATURE: __Samantha Fountain, Acting Economic Development Director
(PLEASE TYPE NAME, TITLE)



RESOLUTION NO.: 220143

PRESENTED: APR - 6 2022

ADOPTED: _____

**RESOLUTION APPROVING LAND LEASE AGREEMENT WITH VERIZON
WIRELESS FOR G-4652 BEECHER ROAD**

BY THE MAYOR:

WHEREAS, Verizon Wireless seeks to enter into a long-term lease of property from the City of Flint, approximately 3,600 square feet located at an estimated address of G-4652 Beecher Rd., Flint Township, Genesee County, Michigan, 48503, for the purposes of constructing and operating a cellular communications tower at that location; and

WHEREAS, Verizon Wireless and the City of Flint have agreed to the terms of a Land Lease Agreement, attached here by reference, by which the City shall be paid \$18,000.00/year, with that amount increasing by 1% each year that the agreement remains in effect; and

IT IS RESOLVED, that the Flint City Council approves the Land Lease Agreement between the City of Flint and Verizon Wireless.

APPROVED BY CITY COUNCIL:

Eric Mays, City Council President

APPROVED BY THE MAYOR:

Sheldon A Neeley, Mayor

APPROVED AS TO FORM:

William Kim (Mar 29, 2022 16:01 EDT)
William Kim, Acting City Attorney



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: March 29, 2022

BID/PROPOSAL#

AGENDA ITEM TITLE: Resolution Approving Land Lease Agreement with Verizon Wireless for G-4652 Beecher Road

PREPARED BY: Law Department

VENDOR NAME: N/A

BACKGROUND/SUMMARY OF PROPOSED ACTION:

Verizon seeks to enter into a long-term lease of 3,600 square feet of property owned by the City of Flint. The city will be paid \$18,000.00 per year, with the amount increasing by 1% each year.

FINANCIAL IMPLICATIONS:

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

Dept.	Name of Account	Account Number	Grant Code	Amount
		FY20/21 GRAND TOTAL		\$0.00

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

ACCOUNTING APPROVAL: N/A **Date:** N/A

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐

(If yes, please indicate how many years for the contract) 25 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)

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

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

DEPARTMENT HEAD SIGNATURE: Michael JV Brown
Michael JV Brown (Mar 29, 2022 16:10 EDT)
(Michael Brown, DPW Director)

LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") made this _____ day of _____, 20____, between **City of Flint**, with its principal offices located at **1101 S. Saginaw Street, Flint, Michigan 48502**, hereinafter designated LESSOR and **Celco Partnership d/b/a Verizon Wireless** with its principal offices at **One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920** (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. GRANT. In accordance with this Agreement, LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment ("Use") upon the Premises (as hereinafter defined), which are a part of that real property owned, leased or controlled by LESSOR at **G-4652 Beecher Road, Flint Township Genesee County, Michigan 48503** (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The Premises are a portion of the Property and are approximately **3,600 square feet in the aggregate**, and are shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE may survey the Premises. Upon completion, the survey shall replace Exhibit "B" in its entirety.

2. INITIAL TERM. This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 5 years beginning on the first day of the month following the Commencement Date (as hereinafter defined). The "Commencement Date" shall be the first day of the month after LESSEE begins installation of LESSEE's communications equipment.

3. EXTENSIONS AND RELOCATION.

(a) This Agreement shall automatically be extended for 4 additional 5 year terms unless Lessee terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

(b) LESSOR, on one (1) occasion, may relocate LESSEE to another location on the LESSOR's Property (herein referred to as the "Alternate Property"), provided the Alternate Property is similar to LESSEE's current Premises in size and is compatible for LESSEE's use in LESSEE's sole discretion; LESSOR shall pay all costs incurred by LESSEE for relocating LESSEE's equipment from the Premises to a mutually agreeable site and improving the Alternate Property so that the Alternate Property is substantially similar to the original Premises, including all costs incurred to obtain all of the certificates, permits and other approvals that may be required by any Federal, State or Local authorities as well as any satisfactory soil boring tests which will permit LESSEE use of the Alternate Property as set forth in Paragraph [6 or 7, as applicable] hereinabove; LESSOR shall give LESSEE at least six (6) months written notice before requiring LESSEE to relocate; LESSEE must be involved in the redevelopment process and Architectural Planning of LESSOR's intended expansion; and LESSEE's service will not be interrupted and LESSEE shall be allowed if necessary to place a temporary cell site and antenna structure on LESSOR's Property during relocation.

4. RENTAL.

(a). Rental payments shall begin on the Commencement Date and be due at a total annual rental of **\$18,000.00**, to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at **1101 S. Saginaw Street, Flint, Michigan 48502**, or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 20 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment shall not be delivered by LESSEE until 60 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of Lessee.

(b). For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

(c). The annual rental payments throughout the Initial Term described in Paragraph 2 and any Extensions described in Paragraph 3 shall increase at a rate of **1% per annum** over the previous year's rental payment.

5. ACCESS. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along certain rights-of-way ("Easement"), which shall be depicted on Exhibit "B". LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. In the event it is necessary, LESSOR agrees to grant LESSEE or the provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 27).

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Premises (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 24).

7. IMPROVEMENTS. The communications equipment including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence Lessee chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to LESSEE's Use.

9. TERMINATION. LESSEE may, with 3 months prior notice to LESSOR, terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) upon the annual anniversary of the Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.

10. INDEMNIFICATION. Subject to Paragraph 11, LESSEE shall indemnify and hold the LESSOR harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the LESSEE, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of LESSOR, or its employees, contractors or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim covered by this indemnification; provided that any failure of the indemnified Party to provide any such notice, or to provide it promptly, shall not relieve the indemnifying Party from its indemnification obligation in respect of such claim, except to the extent the indemnifying Party can establish actual prejudice and direct damages as a result thereof. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party.

11. INSURANCE. The Parties agree that at their own cost and expense, each will maintain commercial general liability insurance with limits not less than \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$2,000,000 for damage or destruction in any one occurrence. The Parties agree to include the other Party as an additional insured. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or the Property, resulting from any fire, or other casualty which is insurable under "Causes of Loss – Special Form" property damage insurance or for the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, even if any such fire or other casualty shall have been caused by the fault or negligence of the other Party. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 24, a violation of Paragraph 29, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or

interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

13. INTERFERENCE.

(a). LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE.

(b). Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Operations Center (at (800) 224-6620/(800) 621-2622) or to LESSOR at (see the notice address below), the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

(c). The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. Upon expiration or within 90 days of earlier termination, LESSEE shall remove LESSEE's Communications Equipment (except footings) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

15. HOLDOVER. If upon expiration of the Term the Parties are negotiating a new lease or a lease extension, then this Agreement shall continue during such negotiations on a month to month basis at the rental in effect as of the date of the expiration of the Term. In the event that the Parties are not in the process of negotiating a new lease or lease extension and LESSEE holds over after the expiration or earlier termination of the Term, then Lessee shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed rental.

16. RIGHT OF FIRST REFUSAL. If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Premises or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Premises and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within thirty (30)

days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the third party offer within thirty (30) days after receipt of LESSOR's Notice, then if LESSOR's Notice describes a transaction involving greater space than the Premises, LESSEE may elect to proceed with a transaction covering only the Premises and the purchase price shall be pro-rated on a square footage basis. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale for which LESSEE has any right of first refusal.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

18. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easement, restrictions or other impediments of title that will adversely affect LESSEE's Use.

19. ASSIGNMENT AND SUBLEASING. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE reserves all rights to lease, sublease, or license space on the tower to third party additional users and shall provide the LESSOR with written notice of such, along with the name and full contact information of the sublessee or sublicensee. All future third party additional users shall seek and secure ground space from LESSOR in a separate agreement and pay LESSOR directly for such ground space, whether or not the collocation would physically require additional ground space or not. Utility providers are not considered additional users under this paragraph. Ground layout and space to such third party additional users requires LESSEE's consent, not to be unreasonably withheld, conditioned or delayed.

Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

20. NOTICES. Except for notices permitted via telephone in accordance with Paragraph 13, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Flint
1101 S. Saginaw Street
Flint, Michigan 48502
Attn: City Administrator

COPY TO: City of Flint
1101 S. Saginaw Street
Flint, Michigan 48502
Attn: City Attorney

LESSEE: Cellco Partnership d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

21. SUBORDINATION AND NON-DISTURBANCE. Within 15 days of the Effective Date, LESSOR shall obtain a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to

any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

22. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 22 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

23. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

24. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. The Parties recognize that LESSEE is only leasing a small portion of LESSOR's property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

25. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE'S Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

26. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, Lessee may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

27. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

28. TAXES.

(a). LESSOR shall invoice and LESSEE shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on the LESSEE and required to be collected by the LESSOR based on any service, rental space, or equipment provided by the LESSOR to the LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on the LESSEE and required to be paid by the LESSEE that are directly attributable to the LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within 60 days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity.

(b). LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

29. NON-DISCLOSURE. The Parties agree this Agreement and any information exchanged between the Parties regarding the Agreement are confidential. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure. The Parties acknowledge that LESSOR is a municipal entity and all contracts are subject to discovery under the Freedom of Information Act (FOIA). LESSOR may be required, from time to time, to provide copies of this Agreement pursuant to valid and lawful requests made pursuant to FOIA.

30. INTENTIONALLY DELETED.

31. LESSOR'S TOWER USE. The Parties agree that LESSOR may install emergency equipment on the tower with LESSEE'S prior written approval at no cost to LESSOR, provided, however, that installation and maintenance costs of such use shall be the responsibility of LESSOR. LESSEE's consent not to be unreasonably withheld, conditioned or delayed. LESSEE may withhold consent for structural, interference or safety concerns. LESSOR'S use will be limited to one standard commercial antenna array, and LESSOR's use may not be assigned, sublet or otherwise granted to anyone not directly associated with Flint City Emergency Services who are using the Site exclusively for emergency communications

32. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

[Signature page follows. The remainder of this page is intentionally blank.]

Lessee Site: 382 I-75 & Pasadena
Lessee Site ID: 706655
Draft Date: March 4, 2022

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR: City of Flint

WITNESS

By: _____

Its: Mayor _____

Date: _____

WITNESS

Approved as to form:

William Kim, Acting City Attorney

LESSEE: Cellco Partnership d/b/a Verizon Wireless

WITNESS

By: _____

Its: _____

Date: _____

Lessee Site: 382 I-75 & Pasadena
Lessee Site ID: 706655
Draft Date: March 4, 2022

EXHIBIT "A"

DESCRIPTION OF PROPERTY

Commonly known as: G-4652 Beecher Road, Flint, MI 48532

Tax Parcel Id No: 25-07-04-300-001

Lessee Site: 382 I-75 & Pasadena
Lessee Site ID: 706655
Draft Date: March 4, 2022

EXHIBIT "B"

SITE PLAN OF THE PREMISES

(see attached – subject to change)

MEMORANDUM OF LEASE AGREEMENT

This Memorandum of Lease Agreement is made this _____ day of _____, 20____, between **City of Flint**, with a mailing address of **1101 S. Saginaw Street, Flint, Michigan 48502**, hereinafter collectively referred to as "LESSOR", and **Cellco Partnership d/b/a Verizon Wireless**, with its principal office located at One Verizon Way, Mailstop 4AW100, Basking Ridge, New Jersey 07920, hereinafter referred to as "LESSEE". LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. LESSOR and LESSEE entered into a LEASE AGREEMENT (the "Agreement") on _____, 20____ for an initial term of five (5) years, commencing on the Commencement Date. The Lease Agreement shall automatically be extended for four (4) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term.
2. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the "Property"), located at G-4652 Beecher Road, Flint Township Genesee County, Michigan 48503 and being described as approximate **3,600 square feet** in the aggregate of real property located as shown on the Tax Map of the Flint Township as a portion of **Tax Parcel No. 25-07-04-300-001** together with the non-exclusive right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along certain rights-of-way extending from the nearest public right-of-way, Beecher Road, to the demised premises described in Exhibit A. The demised premises and right-of-way are hereinafter collectively referred to as the "Premises". The Premises are described in Exhibit A attached hereto and made a part hereof. In the event any public utility is unable to use the aforementioned right-of-way, LESSOR has agreed to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.
3. The Commencement Date of the Agreement, of which this is a Memorandum, is as stated in the Agreement.
4. LESSEE has the right of first refusal to purchase the Premises during the initial term and all renewal terms of the Agreement upon the LESSOR granting to a third party by easement or other legal instrument an interest in and to that portion of the Premises occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of LESSOR'S interest in the Agreement.
5. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

Lessee Site: 382 I-75 & Pasadena
Lessee Site ID: 706655

[Signatures on following page – The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

LESSOR: City of Flint:

BY: _____

ITS: _____

Approved as to form:

LESSEE:

Cellco Partnership d/b/a VERIZON WIRELESS

BY: _____

ITS: _____

This instrument prepared by
and when recorded return to:
Jonathan R. Crane
Jonathan R. Crane, P.C.
1126 N. Main St.
Rochester, MI 48307

STATE OF)
)
COUNTY OF)

ACKNOWLEDGEMENT

I, _____, a Notary Public for said County and State, do hereby certify that _____ as _____ of the **City of Flint**, personally came before me this day and acknowledged that she executed the foregoing **MEMORANDUM OF LEASE AGREEMENT** as his/her own act and deed on behalf of the City of Flint.

WITNESS my hand and official Notarial Seal, this ____ day of _____, 20__.

Notary Public

My Commission Expires:

STATE OF)
)
COUNTY OF)

ACKNOWLEDGEMENT

I, _____, a Notary Public for said County and State, do hereby certify that _____ as _____ of the **City of Flint**, personally came before me this day and acknowledged that he executed the foregoing **MEMORANDUM OF LEASE AGREEMENT** as his/her own act and deed on behalf of the City of Flint.

WITNESS my hand and official Notarial Seal, this ____ day of _____, 20__.

Notary Public

My Commission Expires:

STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGMENT

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally came before me this day and acknowledged that he/she is the _____, of Cellco Partnership d/b/a Verizon Wireless, and that he/she, as _____, being authorized to do so, executed the foregoing **MEMORANDUM OF LEASE AGREEMENT** on behalf of Cellco Partnership d/b/a Verizon Wireless.

WITNESS my hand and official Notarial Seal, this ____ day of _____, 20__.

Notary Public

My Commission Expires:

EXHIBIT A

Commonly Known As: G-4652 Beecher Road, Flint, MI 48503

Tax Parcel Id No: 25-07-04-300-001

SITE ACCESS AGREEMENT

This Site Access Agreement (this “**Agreement**”) is executed by Cellco Partnership d/b/a Verizon Wireless (the “**Licensee**”), with a business address of 180 Washington Valley Road, Bedminster, NJ 07921, and City of Flint (the “**Licensor**”) whose mailing address is 1101 S. Saginaw Street, Flint, Michigan 48502

BACKGROUND

As part of Licensee’s consideration of real property (the “**Property**”) located off of Beecher Road, Flint Township, Genesee County, Michigan, as more fully described in Exhibit “A”, attached, for the placement, maintenance and use of a communications facility and appurtenant uses, the Licensor has agreed to grant to Licensee and other persons described herein, a license, to enter upon the Property to conduct activities to help Licensee assess the suitability of the Property for its intended use. These activities may include, among other things, environmental inspection, testing and sampling activities (“**Site Investigations**”) at the Property.

The purpose of this Agreement is to enter into a site access license governing the Site Investigations that may be conducted by Licensee’s authorized agents, contractors, consultants and employees.

Licensee and Licensor agree as follows:

1. **Authority to Grant a License.** Licensor represents that it has the authority to grant the access allowed by this Agreement and that there is no need to obtain the approval or consent of any other party. The Licensor hereby grants a license to Licensee to conduct the Site Investigation.
2. **Access to Property and Licensor’s Consent.** Licensor grants to Licensee and its agents, advisors, employees, consultants, representatives, and independent contractors, including environmental contractors and consultants hired directly or indirectly by Licensee (collectively, the “**Licensee Representatives**”), the right, but not the obligation, of ingress to, egress from, and access under, above, and through, the Property for the purpose of performing the Site Investigation. The Site Investigation may include, but is not necessarily limited to, activities intended to (1) review environmental, safety and health conditions; (2) conduct radio tests, including the placing of radio broadcast/receive equipment on the Property for necessary periods; (3) conduct physical, structural and geotechnical testing; and (4) perform boundary and other surveys. These activities may, among other things, include the collection and testing of samples of soil, water, building materials and other substances. Without limiting the generality of the foregoing, the Licensee Representatives may drill into the soil, drill through pavement, remove reasonable amounts of soil, install and sample monitoring wells, and perform other tests, actions, evaluations, procedures, and treatments to complete its investigations. The Licensee Representatives shall undertake all activities on the Property in compliance with all applicable laws and shall use commercially reasonable efforts to minimize the extent and duration of any interference with Licensor’s business operations on the Property. The cost of all such activities shall be the responsibility of Licensee (or the Licensee Representatives as arranged between the Licensee Representative and the Licensee) and not Licensor.

3. **Advance Notice.** Licensee or Licensee Representatives shall give Licensor at least twenty four (24) hours advance notice, either orally (by telephone or in person) or by electronic message of a planned activity that can reasonably be expected to require invasive activities into the Property's subsurface, including notice of the areas of the Property that are expected to be materially affected by any sampling, monitoring, installation, or similar action. Licensee Representatives shall cooperate with Licensor to schedule the activities so as to minimize the extent and duration of any interference with Licensor's operations.

4. **Installation, Sampling, and Removal.** Licensor shall cooperate with the Licensee Representatives regarding all installation, monitoring, sampling, removal and related activities that Licensee Representatives desire to conduct on the Property. Licensor shall cooperate in locating buried utilities and improvements on the Property at the request of Licensee Representative and shall assist the Licensee Representatives in avoiding impacts to such buried or concealed features. At the Licensor's specific request, Licensee Representatives shall use commercially reasonable efforts to schedule its activities to avoid times of peak business activity on the Property. Licensor authorizes Licensee Representatives to obstruct temporarily, but for a reasonable period of time, access to, or use of, limited areas of the Property to conduct Site Investigations. Licensee Representatives may use any electrical or other utility outlets or connections on the Property to conduct its activities. Licensee Representatives shall split all samples with Licensor upon Licensor's request, so long as Licensor pays for any and all additional costs incurred by the Licensee Representatives in this regard. After completing the activities contemplated by this Agreement, Licensee or Licensee Representatives shall remove their equipment and restore any part of the Property that was affected by its activities to a condition that is reasonably similar to the condition of the Property at the time immediately preceding the commencement of said activities.

5. **Indemnification.** (a) Licensee shall indemnify and hold harmless Licensor for any penalties, damages or costs that result from the negligence or willful misconduct, misrepresentation or breach of warranty in this agreement by Licensee or Licensee representatives.

(b) Licensor shall indemnify and hold harmless Licensee and Licensee Representatives for any penalties, damages or costs that result from the negligence or willful misconduct, misrepresentation or breach of warranty in this agreement by Licensor including any damages or injuries to Licensee Representatives persons and/or property which arise from or relate to any existing hazardous waste, pollutant or hazardous substance presence or release associated with or related to the Property.

(c) The indemnification in this agreement shall only apply if prompt notice is provided to the indemnifying party. The indemnity is conditioned on the following: (i) the indemnifying party has the opportunity to fully manage any indemnified matter as it deems appropriate (including any required remediation or defense of claims) with employees, agents, contractors, consultants and attorneys of the indemnifying party's choosing and (ii) the reasonable cooperation of any indemnified party (including the signing of any properly completed forms that will allow for the continued current use of the property).

(d) The site access granted to the Licensee and/or Licensee Representatives pursuant to this Agreement extends to any repair or restoration work required to remediate any damage to the Property that is indemnified pursuant to this Section.

6. **Test Results.**

(a) Licensor understands and acknowledges that the environmental testing to be undertaken may create legal duties applicable to Licensor if conditions of pollution are discovered and that except to the extent required by law, neither Licensee nor Licensee Representatives have an obligation to report any test results or conditions to any party as a result of this Agreement. Licensee and Licensee Representatives will provide copies of test results to Licensor unless Licensor specifically requests, in writing, prior to the start of testing, not to receive the test results from Licensee's review.

Licensor acknowledges that these tests are performed for Licensee's specific purposes and cannot be relied on by Licensor in any way as being accurate or sufficient for any purposes. Licensor agrees and acknowledges that it is not authorized to share, provide, disseminate, present, and/or make available the test results to any third party unless required by law.

(b) In certain cases test results regarding the environmental conditions of the property may result in a reporting obligation specific to Licensee or Licensee Representatives. In any of those cases, Licensee or Licensee Representative shall, if reasonably possible, notify Licensor at least twenty four (24) hours prior to making the notification but in any case within seventy two (72) hours after making the notification to the appropriate agency. Licensor agrees that Licensee and Licensee Representatives bear no responsibility for the costs resulting from that reporting and that Licensee shall not become responsible for any conditions that it discovers during the Site Investigation.

(c) Licensor acknowledges and agrees that any samples that are taken during the activities undertaken pursuant to this Agreement and any investigation-derived media (i.e., drill cuttings, well purge water) generated by the investigation may require off-site disposal based upon test results. Licensor agrees to execute all properly completed waste manifests or other documents required for proper disposal of test results. Licensor's obligation to sign any properly completed waste manifests or other documents required for proper disposal survives this Agreement so long as those items that require disposal were generated pursuant to this Agreement. The cost of off-site disposal of media will be paid for by Licensee or the appropriate Licensee Representative, not Licensor.

(d) Licensee may use the results of the Site Investigation as it deems appropriate and may share the results with third parties, including, but not necessarily limited to attorneys, consultants, contractors, employees and regulators.

7. **Termination.** This Agreement shall terminate automatically on the earlier of: (1) execution of a lease agreement for any part of the Property between Licensee and Licensor, or (2) a decision by Licensee that the site is unsuitable.

8. **Waiver; Modification; Severability.** An extension, amendment, modification, cancellation, or termination of this Agreement will be valid and effective only if it is in writing and signed by each party to this Agreement, except as provided otherwise in this Agreement. In addition, a waiver of any duty, obligation, or responsibility of a party under this Agreement will be valid and effective

only if it is evidenced by a writing signed by, or on behalf of, the party against whom the waiver or discharge is sought to be enforced. Whenever possible, each provision of this Agreement should be construed and interpreted so that it is valid and enforceable under applicable law. However, if a provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that provision will be deemed severable from the remaining provisions of this Agreement and will not affect the validity, interpretation, or effect of the other provisions of this Agreement or the application of that provision to other circumstances in which it is valid and enforceable.

9. **Assignment; Third Party Beneficiaries.** Neither the entry of this Agreement or any action taken by Licensee hereunder shall create any third party beneficiary or third party beneficiary rights.

10. **Legal Matters.** The validity, construction, enforcement, and interpretation of this Agreement are governed by the laws of the State where the Property is located and the federal laws of the United States of America.

11. **Notices.** Except for oral notices specifically authorized in this agreement, notices permitted by this Agreement will be valid only if such notice is in writing, delivered personally or by e-mail, telecopy, commercial courier, or first class, postage prepaid, United States mail (whether or not certified or registered and regardless of whether a return receipt is requested or received by the sender), and addressed by the sender to the intended recipient at its address set forth in the first paragraph of this Agreement, or to such other address as the intended recipient may designate by notice given to the sender in accordance with this section. A validly given notice, consent, demand, request, or approval will be effective on the earlier of its receipt, if delivered personally or by e-mail, telecopy, or commercial courier, or the third day after it is postmarked by the United States Postal Service, if delivered by first class, postage prepaid, United States mail. Each party promptly shall notify the other of any change in its mailing address or telephone contact number stated in this Agreement.

12. **Complete Agreement; Survival.** This Agreement records the entire understanding between the parties regarding the subjects addressed in it and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by either of them.

13. **Execution and Effectiveness.** The parties may execute this Agreement in counterparts. Each executed counterpart will constitute an original document, and all executed counterparts, together, will constitute the same agreement. This Agreement will become effective upon the last signatory's delivery of the fully executed document to the other party, and the last signatory shall fill in the EXECUTED date below prior to such delivery.

EXECUTED: _____, 20____.

LICENSOR:

City of Flint

By: _____

Print Name: _____

Title: _____

Date: _____

LICENSEE:

Cellco Partnership d/b/a Verizon Wireless

By: _____

Print Name: _____

Title: _____

Date: _____

**[SIGNATURE(S) OF LICENSEE REPRESENTATIVE(S) THAT WILL CONDUCT SITE
INVESTIGATION ON FOLLOWING PAGE]**

The undersigned "Licensee Representative" has reviewed this Agreement and hereby agrees to comply with all obligations pertaining to, and imposed on, Licensee Representatives contained herein.

Agreed to and accepted by:

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
LEGAL DESCRIPTION

Commonly known as: G-4652 Beecher Road, Flint Township, Genesee County, Michigan
Tax Parcel No. 25-07-04-300-001



RESOLUTION NO.: 220146

PRESENTED: APR - 6 2022

ADOPTED: _____

RESOLUTION TO ACCEPT THE SCRAP TIRE CLEANUP GRANT BETWEEN THE MICHIGAN, DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY AND THE CITY OF FLINT, OFFICE OF BLIGHT ELIMINATION

BY THE CITY ADMINISTRATOR:

WHEREAS, the State of Michigan has authorized to provide grant assistance pursuant to Part 169, Scrap Tires of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), to the City of Flint; and


WHEREAS, the State of Michigan, Department of Environment, Great Lakes, and Energy (EGLE), has awarded the City of Flint, Office of Blight Elimination, \$10,000.00 toward said project; and

WHEREAS, the agreement period will be from March 21, 2022 through December 31, 2022,

IT IS RESOLVED that the appropriate City Officials are authorized to participate in the Scrap Tire Cleanup grant on behalf of the City of Flint. Proper City officials are hereby authorized to provide the resolution indicating its approval to the State of Michigan, and to submit and execute documents requested by the State of Michigan relating to EGLE requirements.

IT IS FURTHER RESOLVED that the appropriate City officials are authorized to do all things necessary to abide by the terms of the Scrap Tire Cleanup grant, in the amount of \$10,000.00 and make the grant funds available in the current and any subsequent fiscal years that the funding remains available by the grantor.

APPROVED AS TO FORM:

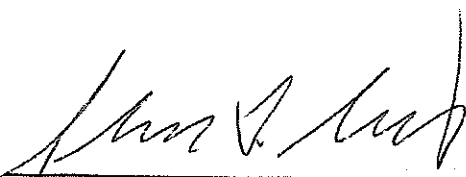

William Kim (Mar 30, 2022 16:26 EDT)
William Kim, Interim Chief Legal Officer

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 (Apr 1, 2022 09:44 EDT)
Clyde D. Edwards, City Administrator


Mayor, Sheldon A. Neeley

APPROVED BY COUNCIL:

Eric Mays, Council President



RESOLUTION NO.: _____

PRESENTED: _____

ADOPTED: _____

RESOLUTION STAFF

REVIEW

Date: March 30, 2022

Agenda Item Title:

RESOLUTION TO ACCEPT THE SCRAP TIRE CLEANUP GRANT BETWEEN THE MICHIGAN, DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY AND THE CITY OF FLINT, OFFICE OF BLIGHT ELIMINATION

Prepared by:

Mayor's Office

Background/Summary of Proposed Action:

This agreement and its appendices constitute the entire Agreement between the State and the City of Flint and may be modified only by written agreement between the State and the City of Flint.

The State shall reimburse the City of Flint the actual cost, up to \$1,000.00 for an enclosed semi-trailer with less than 500 passenger tire equivalents (PTE), \$2.00 per additional PTE in excess of 500 PTE, not to exceed \$2,000.00 for a full semi-trailer with over 1,000 PTE. (Empty semi-trailers are not eligible for reimbursement) This payment is for providing acceptable scrap tire collection vehicles at the site of collection, and for the cost of processing and delivering the scrap tires to the End-User.

The State shall also reimburse actual scrap tire transportation costs not to exceed \$1.00 per mile if the collection location is over 100 miles from the processor's location for sites that applied for transportation costs and were approved. The first 100 miles of transportation are covered under the existing semi-trailer reimbursement rate. The combined cost of reimbursement for scrap tire and transportation shall not exceed the approved grant amount.

Excluded from this process:

- No known exclusions

Financial Implications:

The \$10,000.00 added to the budget for FY22, rolling the remainder into FY23, in department 296-171.718 with grant code SEGLE-TIRE22.

Budgeted Expenditure: Yes ____ No X

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

Pre-encumbered: Yes ____ No X

Requisition #: _____

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

Staff Recommendation:

Staff recommends approval of this resolution.



RESOLUTION NO.: _____

PRESENTED: _____

ADOPTED: _____

APPROVAL Martita Moffett-Page
Martita Moffett-Page (Mar 31, 2022 13:45 EDT)

Account Number	Grant Code	Account Name	Amount
296-171.718-801.000	SEGLE-TIRE22	Professional Services	\$10,000.00



**SCRAP TIRE CLEANUP GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND CITY OF FLINT - OFFICE OF BLIGHT ELIMINATION**

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Materials Management Division ("State"), and City of Flint - Office of Blight Elimination ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to Part 169, Scrap Tires, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA). Legislative appropriation of Funds for grant assistance is set forth in Public Act No: 0087 of 2021. This Agreement is subject to the terms and conditions specified herein.

Project Name: City of Flint - Office of Blight Elimination

Project #: 425409

Amount of grant: \$10,000.00

% of grant state 100 / % of grant federal 0

Amount of match: \$0 = 0%

Project Total: \$10,000.00 (grant plus match)

Start Date (date executed by EGLE): March 21, 2022

End Date: December 31, 2022

GRANTEE CONTACT:

Haroletta Martin

Name/Title

City of Flint - Office of Blight Elimination

Organization

1101 South Saginaw Street

Address

Flint, Michigan 48502

Address

810-875-0772

Telephone number

hmartin@cityofflint.com

E-mail address

NA

Federal ID number - (Required for Federal Funding)

NA

Grantee DUNS number - (Required for Federal Funding)

STATE'S CONTACT:

Kirsten Clemens, Scrap Tire Coordinator

Name/Title

EGLE-MMD-Scrap Tire

Division/Bureau/Office

P.O. Box 30241

Address

Lansing, Michigan 48933

Address

517-614-7431

Telephone number

EGLE-ScrapTire@Michigan.gov

E-mail address

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

Clyde Edwards

Signature

Clyde Edwards, City of Flint Administrator

Name/Title

3/21/22

Date

FOR THE STATE:

Elizabeth M. Browne

Signature

Elizabeth M. Browne, Director, Materials Management Division

Name/Title

March 21, 2022

Date

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit financial and/or progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 15*
October 1 – December 31	January 31

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with

the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

(C) All products shall acknowledge that the project was supported in whole or in part by the Scrap Tire Program, EGLE, per the guidelines provided by the program.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2).

“Lobbying’ means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action.” The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of [five] years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

- (A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee’s actions under this Agreement.
- (B) The Grantee must comply with applicable workers’ compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this

Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>).

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
 - b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
 - c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
 - d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
 - e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).
- (2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:
- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
 - b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
 - c. Convicted under State or federal antitrust statutes; or
 - d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
 - e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

PROJECT SPECIFIC REQUIREMENTS – APPENDIX A

PROJECT LOCATION AND SCOPE

The project must be located in Michigan and the scope of the project is outlined in the Grantee's approved Fiscal Year 2022 Scrap Tire Cleanup Program Grant Application.

GRANTEE REIMBURSEMENT

The Grant Amount shall not exceed \$10,000.00, and the Grantee will be reimbursed as specified below, **NOT TO EXCEED ACTUAL COSTS INCURRED BY THE GRANTEE. All other costs associated with the removal of scrap tires, including labor costs, and additional charges for roll-off boxes and dump trailers, etc. are the responsibility of the Grantee.**

The State shall reimburse the Grantee the actual cost, up to \$1,000.00 for an enclosed semi-trailer with less than 500 passenger tire equivalents (PTE), \$2.00 per additional PTE in excess of 500 PTE, not to exceed \$2,000.00 for a full semi-trailer with over 1,000 PTE. ***It should be noted that empty semi-trailers are not eligible for reimbursement under the grant program.*** This payment is for providing acceptable scrap tire collection vehicles at the site of collection, and for the cost of processing and delivering the scrap tires to the End-User.

The State shall also reimburse actual scrap tire transportation costs not to exceed \$1.00 per mile if the collection location is over 100 miles from the processor's location for sites that applied for transportation costs and were approved. The first 100 miles of transportation are covered under the existing semi-trailer reimbursement rate. The combined cost of reimbursement for scrap tire and transportation shall not exceed the approved grant amount.

Tires generated by a business, or a commercial farm are not eligible to received funding under this program and will not be reimbursed. If business or farming tires are accepted at the community cleanup or collection event, the cost for disposal/recycling will be the responsibility of the grantee. Use of grant funding to pay for ineligible activities (i.e., disposal of business or commercial agricultural tires) may result in non-reimbursement of grant funding and may also restrict the grantee from receiving future funding.

GRANT REIMBURSEMENT PROCESS AND GRANTEE REPORTING REQUIREMENTS

The Grantee must first pay the Processor for work completed and then seek reimbursement from the State. If the Grantee is not financially able to pay the Processor prior to seeking reimbursement from the State, then the Grantee may assign its grant payment(s) to the Processor pursuant to Section VII, Assignability, of this Agreement. If the Grantee assigns payment(s) to the Processor, and any payment is intercepted by the Michigan Department of Treasury due to Grantee's outstanding debt to the State of Michigan, then the Grantee is responsible for paying the Processor directly for the outstanding balance due the Processor.

The Grantee shall maintain an accurate count of the number of scrap car tires and scrap truck tires, and oversized tires removed from the site. **The Grantee is responsible for submittal of a COMPLETE Scrap Tire Transportation Record (EQP 5128).** Submittal of incomplete transportation records will delay reimbursement.

A request for payment shall be submitted by the Grantee on a form provided by the State and shall include proof of payment to the Processor or End-User, as applicable, a copy of the Processor invoice(s) and all scrap tire manifests signed by the Grantee, the Processor, and the End-User. Payment reimbursement requests shall be sent to: EGLE-ScrapTire@Michigan.gov.

Within 30 days of the date that the last scrap tire covered by this Agreement was removed from the site, the Grantee shall submit the final request for payment accompanied by a Final Project Report, which summarizes the project.

PROCESSOR AND END-USER REQUIREMENTS

Any tire processor utilized by the Grantee shall be a Michigan-based Scrap Tire Processor (Processor). Refer to Section VIII, Subcontracts, for requirements regarding subcontractors.

The State may approve a written request from the Grantee to change the approved Processor(s) and/or approved Scrap Tire Material End-User (End-User) or End-Users identified in this Agreement.

UNUSABLE TIRES

The State may approve a request from the Grantee to replace an approved End-User with a sanitary landfill, licensed under Part 115, Solid Waste Management, of the NREPA. Such a request may be approved if certain scrap tires covered under this Agreement are in such a condition that the approved Processor would not be able to process the scrap tires into a form acceptable to the approved End-User or if due to decreased end-use market availability another viable end-use market cannot be located. Any Grantee wishing to deliver scrap tires to a landfill after proper size reduction, must contact EGLE for approval. Whole motor vehicle tires are prohibited from being disposed of in a landfill. Reimbursement for landfiling of unusable tires shall not exceed the per tire amount authorized by this Agreement.

NOTIFICATION OF DELAYS

The Grantee shall inform the State's Contact of any delays in the start-up of the project and any delays in progress toward completion of the project.

PROJECT COMPLETION

The State will make final payment after the project is complete. Project completion means all of the following:

- (A) All scrap tires covered by this Agreement have been removed from the site and delivered to the End-User identified in this Agreement by the Processor identified in this Agreement.
- (B) The Grantee has submitted the final Request for Payment form, including all supporting financial documentation, all complete scrap tire transportation records signed by the Grantee, the Processor, and the End-User, indicating the total number of scrap car tires, scrap truck tires and oversized tires removed from the site.
- (C) The Grantee has notified the State that the site is clear of all scrap tires and rims covered under this Agreement.
- (D) The Grantee has provided a Final Project Report that summarizes the project including pertinent dates of events, number of participants, tires collected, pictures (if available), and any other information showing how your project was successful.

The State shall make a determination of project completion based on all of the following:

- (A) A review of the project file, including all Request for Payment forms, all supporting financial documentation, all scrap tire manifests, and all reports submitted by Grantee, Processor and End-User, to verify that the requirements of this Agreement have been met and that the reimbursement amounts are correct.

(B) A site inspection to determine the number of tires, if any, remaining on the site and to verify that the requirements of this Agreement have been met.

COMMUNITY CLEANUP ADDITIONAL REQUIREMENTS

Grants awarded to communities for the purpose of conducting community clean up days must adhere to the following requirements as outlined in the Application:

(A) The Grantee must have the scrap tires disposed of as soon as possible, preferably the same day as the cleanup day or next business day, unless collecting tires to coordinate a regional pickup by the hauler. The maximum time tires can be at a collection point is one week.

(B) If the Grantee is coordinating with other Grantees in the region, each Grantee can store for up to one week all the collected scrap tires at a collection point to coordinate a regional pickup by the hauler.

(C) The Grantee must notify the Scrap Tire Program Coordinator (via EGLE-ScrapTire@Michigan.gov) of each upcoming collection/cleanup event scheduled under the grant. This can include newsletters, flyers, web, or any other utilized media.

(D) The Grantee is required to provide recognition of the Scrap Tire Cleanup Grant funding as it relates to their individual project (sample language and logos are available upon request).

REMAINDER OF PAGE HAS BEEN INTENTIONALLY LEFT BLANK

220144

ORDINANCE NO. _____

A proposed ordinance to amend Chapter 50 of the Code of the City of Flint has been requested by Flint Home Ownership Initiative (PC 22-2) for a rezoning change for the property at 412 W. Second Ave (Parcel ID# 40-12-460-013) from B Two Family to C-1 Multi-family Walkup Apartments.

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

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

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

412 W. SECOND AVE Flint, MI 48502
parcel #40-12-460-013 legally described as MRS. STEWART'S ADDITION. LOTS 6 AND 7; ALSO WLY ½ OF SLY ½ OF LOT 3; ALSO NLY ½ OF WLY ½ OF LOT 4. BLK A. from "B" Two Family and future zoned "MR-1" Mixed Residential to "C-1" Multi-family Walk-up Apartments.


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:



William Kim (Mar 29, 2022 15:35 EDT)
William Kim, Acting City Attorney



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 3/29/2022

BID/PROPOSAL# n/a

AGENDA ITEM TITLE: RESOLUTION AUTHORIZING A REZONING CHANGE FOR THE PROPERTY AT 412 W. SECOND AVE. (PARCEL ID# 40-12-460-013) FROM B TWO FAMILY TO C-1 MULTI-FAMILY WALKUP APARTMENT.

PREPARED BY Suzanne Wilcox, Director of Planning and Development
(Please type Name, Department, Phone Number)

VENDOR NAME: n/a

BACKGROUND/SUMMARY OF PROPOSED ACTION:

At its meeting on March 22, 2022, the Flint Planning Commission APPROVED the submitted request for a rezoning from B Two Family to C-1 Multi-family Walkup Apartments (PID# 40-12-460-013). Flint Home Ownership Initiative, LLC has received support from the Carriage Town Neighborhood Association to construct two duplexes on the large site for a total of four units of for-sale housing; however due to current zoning restrictions only one duplex is allowed. The parcel is quite large by neighborhood standards; while this parcel is 25,000 sq ft, most other parcels in the neighborhood are closer to 5,000 sq ft. With this in mind, the applicant requests a rezoning that will allow two duplexes with four total units to be built on the parcel with one driveway leading to garages in the rear of the duplexes. Doing so would create housing that is in line with the current scale and density of the neighborhood and desired by the Carriage Town neighborhood.

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, Dept. of Planning and Development
(PLEASE TYPE NAME, TITLE)

SUBMIT TO:

City of Flint
 Zoning Office
 1101 South Saginaw Street Rm. S105
 Flint, MI 48502
 810.766.7355
 Fax: 810.766.7249 www.cityofflint.com

For Office Use Only

Case No. PC 22-2Date Rec'd 12-15-2021Meeting Date 3-22-2022**APPLICATION FOR FLINT PLANNING COMMISSION**

Concerning a request to amend, supplement, or change the district boundaries of regulations established in Chapter 50, commonly referred to as the Zoning Ordinance of the City of Flint.

Application Filing Fee due at time of submission. Fees are non-refundable.

To be completed by applicant:

<u>Applicant/Agent</u>			<u>Property Owner (if different than Applicant)</u>		
Name <u>Flint Home Ownership Initiative, LLC</u>			Name <u>Genesee County Land Bank</u>		
Address <u>503 S. Saginaw Street, Suite 1500</u>			Address <u>452 S. Saginaw Street, 2nd Floor</u>		
Flint	MI	48502	Flint	MI	48502
(City)	(State)	(Zip)	(City)	(State)	(Zip)
Telephone <u>810-238-5555</u>		Fax <u>810-257-3090</u>	Telephone <u>810-257-3088</u>		Fax <u>810-257-3090</u>
Email <u>sfenton@uptownflint.org w/CC jmartin@mott.org</u>			Email <u>mtimlin@thelandbank.org</u>		

Requested Action and Non-refundable Filing Fee:

- | | |
|--|--|
| <input type="checkbox"/> Street Name Change - \$1,002.00 | <input type="checkbox"/> Street/Alley Vacations - \$1,002.00 |
| <input checked="" type="checkbox"/> Rezoning - \$1,253.00 | <input type="checkbox"/> Conditional Use - \$1,002.00 |
| <input type="checkbox"/> Conditional Rezoning - \$1,002.00 | <input type="checkbox"/> Special Regulated Use - \$1,002.00 |

Information regarding the site:

Street Address 412 W. Second Avenue

Major Cross Streets Grand Traverse and University

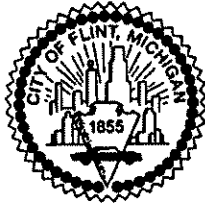
Parcel No. 4012460013 Current Zoning District B

Current Use Vacant

Information regarding request:

Proposed Use Two (2) Duplexes Proposed Zoning District C-1

Explain Request (On Page 2)



CITY OF FLINT

FLINT PLANNING COMMISSION
ROBERT WESLEY, CHAIRMAN

STAFF REPORT (PC 22-2)

DATE: March 18, 2022

TO: City of Flint Planning Commission

STAFF REPORT BY: Bill Vandercook, Zoning Coordinator

ADMINISTRATIVE DEPT: Department of Planning and Development

SUBJECT: PC 22-2: Flint Home Ownership Initiative, LLC requests a rezoning from B to C-1 at 412 W. Second Ave. (PID 40-12-460-013).

LOCATION: 412 West Second Ave.

AFFECTED WARD: Subject site is in Ward 5.

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

EXISTING LAND USE PATTERNS:

North- Residential - Commercial
East- Residential
South- Residential
West- Commercial

EXISTING ZONING PATTERNS:

Subject Property – B (Mixed Residential)

North- D-2 (Business District) and B (Two Family District)
East- D-2 (Business District)
South- B (Two Family District)
West- B (Two Family District)

ANALYSIS

The applicant, Flint Home Ownership Initiative, LLC requests a rezoning from B to C-1 at 412 W. Second Ave. The applicant intends to use the property for Multifamily High-density Apartments. This parcel is zoned MR-1 Mixed Residential – Low Density in the draft zoning ordinance. The MR-1 Low Density district is intended to accommodate neighborhoods with small-lot single-family detached housing, duplexes, or townhouses. Various non-residential uses that complement the traditional neighborhood including

schools, community centers, religious institutions, and parks are permitted on a limited basis.

The subject property appears to adjoin to MR-2 Mixed Residential (See map attached). The MR-2 Mixed Residential Medium Density district is intended to accommodate a higher density development primarily consisting of low-midrise structures. In many cases, this may include multi-family developments with several structures making up a "campus" with internal circulation, common open space, and other shared amenities. Limited commercial uses may be permitted that support the day-to-day needs of residents. Various non-residential uses that complement the mixed residential neighborhood including schools, community centers, religious institutions, and parks are permitted on a limited scale.

The Commission should weigh these benefits against the potential negative impacts to nearby residences. The nearby properties along West Second Ave. appear to be a mix of residential and commercial uses. Generally, the D-1 and D-2 district is intended to act as a buffers between residential areas and higher intensity commercial areas

STAFF RECOMMENDATION

Approval of this rezoning will bring the parcel closer to the vision articulated in the Master Plan and is appropriate for the area. There is some concern about the impact on nearby residences, but overall, the benefits of this rezoning outweigh the concerns.

Regarding the applicants request to allow for four units to be built on this parcel, if the parcel is rezoned they will have to either meet the standard of Chapter 50 of the City of Flint' ordinance or apply for required variances if they do not meet the requirements.

Following are the principal permitted uses for parcels zoned C-1 under the City of Flint's current zoning ordinance:

§ 50-29 PRINCIPAL PERMITTED USES. The following principal uses are permitted outright in a C-1 multifamily walk-up apartment district: (a) Generally. All B district principal uses. (b) Residential. Multifamily walk-up apartments, row houses, conversion of one-family into multifamily dwellings. (c) Institutional. (1) a. Fraternities, sororities. b. Buildings 20 feet from property lines except when adjoining other institutional uses or nonresidential districts. c. Homes for the aged, monasteries and similar group dwellings for members of religious orders, children's institutions (all not less than 15,000 square feet). d. Boarding and rooming houses. (2) All of above uses shall provide at least 500 square feet of lot area for each resident. (Ord. 2046, passed 4-11-68; Am. Ord. 3015, passed 11-10-86) § 50-30 PRINCIPAL CONDITIONAL USES. The following are the principal conditional uses in a C-1 multifamily walk-up apartment district: (a) Generally. All principal conditional uses permitted and as regulated in the B district; except, that for institutional uses there shall be 500 square feet of lot area for each resident or bed, excluding bassinets. (b) Offices. Offices of civil, religious or charitable organizations and financial or insurance institutions conducting their activities primarily by mail and not handling merchandise or rendering service on the premises, physicians' and dentists'

offices and private clinics, professional offices of architects, engineers, lawyers and the like, offices devoted to real estate, insurance, management and similar enterprises when conducting their activities primarily by mail or telephone and not displaying or handling merchandise on the premises. (One unlighted sign not exceeding six square feet in area and attached to structure. The residential appearance of the building shall be retained.) (Ord. 2046, passed 4-11-68)

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.

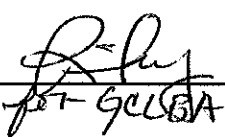
Explain Request:

412 W. Second Ave. is a 25,000 sq ft vacant lot in the Carriage Town neighborhood. The Flint Home Ownership Initiative, LLC has received support from the Carriage Town Neighborhood Association to construct two (2) duplexes on the large site for a total of four (4) units of for-sale housing; however due to current zoning restrictions only one (1) duplex is allowed. The parcel is quite large by neighborhood standards; while this parcel is 25,000 sq ft, most other parcels in the neighborhood are closer to 5,000 sq ft. With this in mind, the applicant requests a rezoning that will allow two (2) duplexes with four (4) total units to be built on the parcel with one driveway leading to garages in the rear of the duplexes. Doing so would create housing that is in line with the current scale and density of the neighborhood and desired by the Carriage Town neighborhood.

PROPERTY OWNER MUST ATTEND PLANNING COMMISSION MEETINGS OR BE REPRESENTED BY A PERSON WITH NOTORIZED LETTER OF REPRESENTATION TO ACT ON BEHALF OF OWNER.

I hereby affirm that the above information is correct to the best of my knowledge and grant permission for City Officials and or City Staff to conduct an on-site inspection.


Signature of Property Owner


for GCLBA

Alexandria Riley, Sales & Development Director
Genesee County Land Bank
Authority
12/15/21
Date

Stephanie Fenton
Signature of Applicant

Digitally signed by: Stephanie Fenton
DN: CN = Stephanie Fenton email = sfenton@genesee.org C = AD
Date: 2021.12.15 09:34:29 -0500

Stephanie Fenton
Print Name

12/15/21
Date

-----> For Office Use Only -----<

3-22-2022

Date Planning Commission Hearing is Scheduled

3-6-2022

Date notice of Planning Commission meeting published

3-4-2022

Date notice of Planning Commission meeting was mailed to property owners/occupants within 300ft of parcel

Planning Commission Decision:

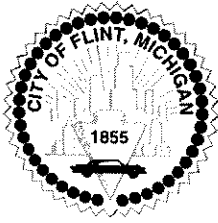
☒ Approved

☐ Denied

☐ Approved as Amended

☐ Other: _____

Remarks:



CITY OF FLINT

FLINT PLANNING COMMISSION
ROBERT WESLEY, CHAIRMAN

March 23rd, 2022

Flint Home Ownership Initiative, LLC
503 S. Saginaw Street, Suite 1500
Flint, MI 48502

RE: Planning Commission Public Hearing Action Notification

PC 22-2: Flint Home Ownership Initiative, LLC requests a rezoning from B to C-1 at 412 W. Second Ave. (PID 40-12-460-013).

At its meeting on March 22nd, 2022, the Flint Planning Commission **Approved** the request for rezoning from B to C-1 at 412 W. Second Ave. (PID 40-12-460-013) based on the fact that the zoning change brings the property into closer alignment with the future land use plan that has been adopted through the master plan and further noting the outreach done with the Carriage Town Historic Neighborhood Association.

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

Signature: Clyde D. Edwards
Clyde D. Edwards (Mar 30, 2022 00:27 EDT)
Email: cedwards@cityofflint.com