

City of Flint, Michigan

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



Meeting Agenda - Final

Tuesday, May 28, 2019

5:30 PM

Council Chambers

CITY COUNCIL

*Herbert J. Winfrey, President, Ward 6
Monica Galloway, Vice President, Ward 7*

Eric Mays, Ward 1

Santino J. Guerra, Ward 3

Jerri Winfrey-Carter, Ward 5

Maurice D. Davis, Ward 2

Kate Fields, Ward 4

Allan Griggs, Ward 8

Eva L. Worthing, Ward 9

Inez M. Brown, City 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.

REQUEST FOR CHANGES AND/OR ADDITIONS TO THE AGENDA

Council shall vote to adopt any amended agenda.

PRESENTATION OF MINUTES

190200 Summary Minutes/Flint City Council/Regular Meeting/May 13, 2019

Summary Minutes of the Flint City Council regular meeting held Monday, May 13, 2019, at 7:07 p.m., in the City Council Chambers, 3rd Floor, City Hall.

PUBLIC SPEAKING

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

PETITIONS AND UNOFFICIAL COMMUNICATION

190199 Public Hearing Notice/Mt. Morris Township Planning Commission (MMTPC)

Communication dated May 20, 2019, from the Mt. Morris Township Planning Commission (MMTPC), re: a Public Hearing will be held Monday, June 3, 2019, at 5:30 p.m., at the Morris Township Hall, Mt. Morris, to consider the special land use application submitted by James P. Skinner/Pharmaco, requesting approval for eighteen (18) Medical Marihuana, Class C, Grow Facility Licenses, on property located at 4315 Clio Road, Flint, Sec. 27, Zoned M-1 (Light Manufacturing).

- 190202** Ex Parte Order to Enjoin Demolition and Order to Show Cause/Wescombe Manor 809, LLC and Jennifer Oliver v City of Flint (Case No. 2019-112-517-CH)

Communication dated May 17, 2011, from Christenson & Fiederlein, PC, to Flint City Clerk, re: Ex Parte Order to Enjoin Demolition and Order to Show Cause, Wescombe Manor 809, LLC and Jennifer Oliver v City of Flint (Case No. 2019-112-517-CH), whereby Plaintiff requests Injunctive Relief and for a Restraining Order to Stop Demolition relating to the demolition of the real property located at 809 South Ballenger Highway, Flint.

- 190203** Public Notice/Genesee County Metropolitan Planning Commission (GCMPC)

Communication received May 21, 2019, from the Genesee County Metropolitan Planning Commission (GCMPC), re: 360-degree Image Mapping of Genesee County's Water, Hike/Bike Trails is set to begin.

COMMUNICATIONS (from Mayor and Other City Officials)

- 190201** Emergency Purchase/William E. Walter/Broken Heating & Cooling Loop/Police Department

Communication dated May 20, 2019, (received May 22, 2019), from Joyce A. McClane, Purchasing Manager, to Flint City Council, re: Pursuant to Section 18-21.10 of the Flint City Code, the Purchasing Department issued a purchase order to William E. Walter [no address noted] to pay for emergency services related to a broken heating and cooling loop on the west side of the Police Department, in an amount NOT-TO-EXCEED \$70,000.00 (Acct. No. 402-753.200-976.000), because the Public Works/Maintenance Division has declared an emergency to do all things necessary to address said issue.

ADDITIONAL COMMUNICATIONS

APPOINTMENTS

APPOINTMENTS (May be Referred from Special Affairs)

- 190197** Reappointment/Hurley Board of Managers/Dr. Ronald Stewart/Ward 2

Resolution resolving that the Flint City Council approves the reappointment of Dr. Ronald Stewart (2425 Welch Blvd., Flint, MI 48504 - Ward 2) to a five-year term on the Hurley Board of Hospital Managers, commencing May 15, 2019, and expiring April 30, 2024, as recommended by Mayor Karen W. Weaver.

- 190198** Reappointment/Hurley Board of Managers/Jason Caya (Ward 5)

Resolution resolving that the Flint City Council approves the reappointment of

Jason Caya (119 North Grand Traverse Street, Flint MI 48503 - Ward 5) to serve a five-year term on the Hurley Board of Hospital Managers, commencing May 15, 2019, and expiring April 30, 2024, as requested by Mayor Karen W. Weaver.

RESOLUTIONS

180590 Approval/City of Flint Statement of Policy/Anti-Bullying

Resolution resolving that the Flint City Council agrees to adopt the Anti-Bullying Policy, as requested by Human Resources.

180591 Approval/City of Flint Statement of Policy/Harassment and Discrimination in the Work Place/Complaint Procedure

Resolution resolving that the Flint City Council agrees to adopt the Harassment and Discrimination in the Work Place Policy, and Complaint Procedure, as requested by Human Resources. [NOTE: Policy last adopted on April 22, 2015.]

190011 Approval/City of Flint Statement of Policy/Alcohol & Drug Free Workplace & Testing Policy

Resolution resolving that the Flint City Council agrees to adopt the Alcohol & Drug Free Workplace & Testing Policy, as requested by Human Resources.

190190 Contract/Oscar W. Larson/Fuel Sites/Replacement/Seven (7) Fueling Site Pumps/Key Readers

Resolution authorizing the proper city officials, upon City Council's approval, to enter into a contract with Oscar W. Larson for replacement of seven (7) fueling site Fuel/Master pumps and key readers, as requested by Fleet, in an amount not to exceed \$124,311.00 [Fleet/Central Garage Fund: 661-451.100-977.000.]

190191 [Multi-Year]/Lease to Own Agreement/AIS Construction Equipment/Vogele Paver/Hamm Roller

Resolution resolving that the Department of Purchases and Supplies, upon City Council's approval, is hereby authorized to issue a purchase order to AIS Construction Equipment for the [four-year] lease to purchase of a Vogele Paver and a Hamm Roller, as requested by Street Maintenance, in an annual amount NOT-TO-EXCEED \$125,266.56, and an aggregate total of \$626,332.80. If the city decides to purchase said equipment at the end of the lease period, the additional purchase cost will be \$11,201.00, for a total purchase price of \$637,533.80 [Local Street Fund Acct. No. 202-449.201-977.000 = \$62,633.28 (per year) and Major Street Fund Acct. No. 203-449.201-977.000 = \$62,633.28 (per year).]

190192 Contract/Rowe Professional Services Co./Construction Engineering Services/Two Bridges/Torrey Road Bridge/Saginaw Street Bridge

Resolution resolving that the proper city officials, upon City Council's approval, are hereby authorized to enter into a contract with Rowe Professional Services Co. for construction engineering services for Torrey Road Bridge (12th Street) over Carmen Creek Reconstruction and Saginaw Street Bridge over the Flint River rehabilitation, as requested by Transportation, in an amount NOT-TO-EXCEED \$199,793.00 [Major Street Fund Acct. No. 202-441.702-801.000.]

- 190193** MDOT Contract No. 19-5088/Michigan Department of Transportation (MDOT)/Bridge Work/Torrey Road/Saginaw Street

Resolution resolving that the appropriate city officials are authorized to do all things necessary to enter into MDOT Contract No. 19-5088 (Job Nos. 126579CON and 129257CON) - including local contributions of \$67,100.00, plus potential overruns, in the amount of \$10,000.00, for a total of \$77,100.00, AND, resolving that Mayor Karen W. Weaver is the duly authorized city Official authorized to sign MDOT Contract No. 19-5088, on behalf of the City of Flint [Major Street Acct. No. 202-441.702-801.000.] [NOTE: The contract is for fixing the rights and obligations of the parties in agreeing to the following improvements: 12th Street (Torrey Road) Bridge over Carmen Creek and Saginaw Street Bridge over the Flint River, and any necessary related work.]

- 190194** Memorandum of Understanding (MOU)/Bioworks Energy, LLC/Leasing of Facilities

Resolution resolving that the Flint City Council approves the Memorandum of Understanding (MOU) between the City of Flint and Bioworks Energy, LLC. [NOTE: The City of Flint entered into an agreement with Bioworks Energy, LLC on July 9, 2009 for operation at the Water Pollution Control Plant (WPCP). Bioworks Energy LLC has purchased equipment that will help generate more waste streams into the facility. Therefore, both parties have agreed that the city shall lease existing facilities to Bioworks Energy, LLC for the purpose of housing the new equipment at the WPCP.]

- 190195** Support/Local Bridge Program Funding Application/Michigan Department of Transportation (MDOT)

Resolution resolving that this resolution is hereby adopted to confirm the city's commitment to the proposed bridge projects and the ability to finance the five (5) percent local share of construction costs from funding available in the 202 Major Street Fund if the city is awarded funding for the proposed bridge projects, as requested by Transportation. [NOTE: Projects being considered include: West Second Street Bridge over Swartz Creek.]

RESOLUTIONS (May be Referred from Special Affairs)

- 190196** Acceptance/Childhood Obesity Prevention Award/United States Conference of Mayors/American Beverage Foundation's For a Healthy America (ABFHA)

Resolution resolving that the appropriate city officials are authorized to do all

things necessary to appropriate award funding, and abide by the terms and conditions of the award from the United States Conference of Mayors and the American Beverage Foundation's For a Healthy America (ABFHA), in the amount of \$25,000.00 to Grant Fund Acct. No. OUSCM-CHLD19 296-171.500, as requested by the Mayor's office. [NOTE: The award is to further the city's project to enhance childhood obesity awareness to its residents.]

LIQUOR LICENSES

INTRODUCTION AND FIRST READING OF ORDINANCES

SECOND READING AND ADOPTION OF ORDINANCES

FINAL COUNCIL COMMENTS

ADJOURNMENT

City of Flint, Michigan

*Third Floor, City Hall
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Meeting Minutes 2

Monday, May 13, 2019

5:30 PM

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CITY COUNCIL

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Monica Galloway, Vice President, Ward 7*

*Eric Mays, Ward 1
Santino J. Guerra, Ward 3
Jerri Winfrey-Carter, Ward 5*

*Maurice D. Davis, Ward 2
Kate Fields, Ward 4
Allan Griggs, Ward 8
Eva L. Worthing, Ward 9*

Inez M. Brown, City Clerk

CALL TO ORDER President Herbert Winfrey called this meeting to order at 7:07 p.m.

ROLL CALL

Present: Councilperson: Councilperson Mays, Councilperson Davis, Councilperson Guerra, Councilperson Fields, Councilperson Winfrey-Carter, Winfrey, Vice President Galloway, Councilperson Griggs and Councilperson Worthing

PLEDGE OF ALLEGIANCE

PRAYER OR BLESSING

READING OF DISORDERLY PERSONS CITY CODE SUBSECTION

REQUEST FOR CHANGES AND/OR ADDITIONS TO AGENDA

PRESENTATION OF MINUTES

190185 Summary Minutes/Flint City Council/Regular Meeting/March 25, 2019

Summary Minutes of the Flint City Council regular meeting held Monday, March 25, 2019, at 7:22 p.m., in the City Council Chambers, 3rd Floor, City Hall.

Placed on File

190186 Summary Minutes/Flint City Council/Regular Meeting/April 8, 2019

Summary Minutes of the Flint City Council regular meeting held Monday, April 8, 2019, at 7:14 p.m., in the City Council Chambers, 3rd Floor, City Hall.

Placed on File

190187 Summary Minutes/Flint City Council/Regular Meeting/April 22, 2019

Summary Minutes of the Flint City Council regular meeting held Monday, April 22, 2019, at 5:37 p.m., in the City Council Chambers, 3rd Floor, City Hall.

Placed on File

SPECIAL ORDERS

190177 Special Order/The Ally Challenge

A Special Order as requested by Vice President Monica Galloway to allow for a presentation by Chris Coffman, Tournament Director, re: the 2019 Ally Challenge.

Discussed

PUBLIC HEARINGS

190124.6 Public Hearing/Obsolete Property Rehabilitation District/2957 Carr Street

A public hearing to consider the establishment of an Obsolete Property Rehabilitation District as requested by the owners of at least 50% of all taxable value of the property legally described and commonly known as 2957 Carr Street, Flint, Michigan.

HEARING HELD

190148.6 Public Hearing/Industrial Facilities Exemption Certificate Application/Genesee Packaging, Inc./1101 N. Center Road - Zone 2

A Public Hearing to consider an Industrial Facilities Exemption Certificate application for Genesee Packaging, Inc. for real property located within the established Plant Rehabilitation District commonly known as 1101 N. Center Road, Zone 2, Flint, Michigan, and to allow those affected and others the opportunity to be heard relative to said application.

HEARING HELD

190149.6 Public Hearing/Industrial Facilities Exemption Certificate Application/Genesee Packaging, Inc./1101 N. Center Road - Zones 3 & 4

A Public Hearing to consider an Industrial Facilities Exemption Certificate application for Genesee Packaging, Inc. for real property located within the established Plant Rehabilitation District commonly known as 1101 N. Center Road, Zones 3 and 4, Flint, Michigan, and to allow those affected and others the opportunity to be heard relative to said application.

HEARING HELD

190159.6 Public Hearing/Ordinance No. 190159

A public hearing for Ordinance No. 190159, an ordinance to amend the Flint City Code of Ordinances by amending Chapter 35 (Personnel), Article VI (Personnel Code), to add Section 35-112.14 (Adoption - Job Description and Qualifications

- Ombudsperson). [NOTE: Ordinance to become effective immediately upon publication.]

HEARING HELD

RESOLUTIONS

190148.1 Approval/Industrial Facilities Exemption Certificate/Genesee Packaging, Inc. (GPI)/1101 N. Center Road/Zone 2

Resolution resolving that the granting of the Industrial Facilities Exemption Certificate (IFEC), considered together with the aggregate amount of certificates previously granted and currently in force under Public Act 198 of the Public Acts of 1974, shall not have the effect of substantially impeding the operation of the City of Flint or impairing the financial soundness of the taxing unit that levies ad valorem property taxes with the city, AND, resolving that the application from Genesee Packaging, Inc. (GPI) for an IFEC, with respect to a Rehab Facility on the parcel of real property situated within 1101 North Center Road, Zone 2 Plant Rehabilitation District, be and the same is hereby approved, AND, the IFEC, when issued, shall remain in force for a period of sixty-two (62) months, commensurate with the term of the lease entered into with the owner of the facility. As the term of the exemption will be less than the 12-year maximum, GPI will be afforded the opportunity to extend the term up to the maximum year, contingent upon GPI meeting the proposed investment amount and job creation numbers, within the parameters of its IFEC application, and, GPI providing evidence of an extended lease term, and GPI submitting a letter requesting the extension of the IFEC term, as requested by the Community and Economic Development Division (CED). [NOTE: According to the Staff Review, Genesee Packaging, Inc. (GPI) proposes to move its Dort Highway operations and a portion of its North Street operations to occupy space at the facility, located on 78 acres at 1101 North Center Road, a building formerly housing Delphi East operations. While the entire facility is 550,000 square feet, GPI has leased 290,267 square feet of the building for office use, warehousing, distribution and its packaging operations. The interior of the space will be fully restored at a cost of approximately \$9.7 million.]

A motion was made by Vice President Galloway, seconded by Councilperson Griggs, that this matter be Adopted. The motion carried by the following vote:

Adopted

Aye: 9 - Councilperson Mays, Councilperson Davis, Councilperson Guerra, Councilperson Fields, Councilperson Winfrey-Carter, President Winfrey, Vice President Galloway, Councilperson Griggs and Councilperson Worthing

190149.1 Approval/Industrial Facilities Exemption Certificate/Genesee Packaging, Inc. (GPI)/1101 N. Center Road/Zones 3 & 4

Resolution resolving that the granting of the Industrial Facilities Exemption Certificate (IFEC), considered together with the aggregate amount of

certificates previously granted and currently in force under Public Act 198 of the Public Acts of 1974, shall not have the effect of substantially impeding the operation of the City of Flint or impairing the financial soundness of the taxing unit that levies ad valorem property taxes with the city, AND, resolving that the application from Genesee Packaging, Inc. (GPI) for an IFEC, with respect to a Rehab Facility on the parcel of real property situated within 1101 North Center Road, Zones 3 & 4 Plant Rehabilitation District, be and the same is hereby approved, AND, the IFEC, when issued, shall remain in force for a period of sixty-two (62) months, commensurate with the term of the lease entered into with the owner of the facility. As the term of the exemption will be less than the 12-year maximum, GPI will be afforded the opportunity to extend the term up to the maximum year, contingent upon GPI meeting the proposed investment amount and job creation numbers, within the parameters of its IFEC application, and, GPI providing evidence of an extended lease term, and GPI submitting a letter requesting the extension of the IFEC term, as requested by the Community and Economic Development Division (CED). [NOTE: According to the Staff Review, Genesee Packaging, Inc. (GPI) proposes to move its Dort Highway operations and a portion of its North Street operations to occupy space at the facility, located on 78 acres at 1101 North Center Road, a building formerly housing Delphi East operations. While the entire facility is 550,000 square feet, GPI has leased 290,267 square feet of the building for office use, warehousing, distribution and its packaging operations. The interior of the space will be fully restored at a cost of approximately \$9.7 million.]

A motion was made by Vice President Galloway, seconded by Councilperson Griggs, that this matter be Adopted. The motion carried by the following vote:

Adopted

Aye: 9 - Councilperson Mays, Councilperson Davis, Councilperson Guerra, Councilperson Fields, Councilperson Winfrey-Carter, President Winfrey, Vice President Galloway, Councilperson Griggs and Councilperson Worthing

PUBLIC SPEAKING

PETITIONS AND UNOFFICIAL COMMUNICATIONS

190178 Public Notice/Genesee County Metropolitan Alliance [GCMA]

Communication received April 9, 2019, from the Genesee County Metropolitan Alliance (GCMA), re: The GCMA will have a meeting on Wednesday, April 17, 2019, at 7:00 p.m., Genesee County Administration Building, Flint, for review and comment on a proposed amendment to the FY2017-2020 Transportation Improvement Program (TIP).

This Matter was Placed on File on the Consent Agenda.

190179 Public Notice/Genesee County Metropolitan Planning Commission [GCMPC]

Communication received April 15, 2019, from the Genesee County Metropolitan Planning Commission (GCMPC), re: Public Input Sessions for the FY2020-2023 Transportation and 2019-2021 Community Development Projects.

This Matter was Placed on File on the Consent Agenda.

190180 Public Hearing Notice/Mt. Morris Township Planning Commission [MMTPC]

Communication dated April 22, 2019, from the Mt. Morris Township Planning Commission (MMTPC), re: a Public Hearing to be held Monday, May 6, 2019, at 5:30 p.m., Morris Township Hall, Mt. Morris, to consider the special land use application submitted by Bassam Youssef, requesting approval for a Provisioning Center located at 4161 Clio Road, Flint.

This Matter was Placed on File on the Consent Agenda.

190181 Public Hearing Notice/Mt. Morris Township Planning Commission [MMTPC]

Communication dated April 22, 2019, from the Mt. Morris Township Planning Commission (MMTPC), re: a Public Hearing to be held Monday, May 6, 2019, at 5:30 p.m., Morris Township Hall, Mt. Morris, to consider the special land use application submitted by Annette Hughes, requesting approval for a Child Day Care Center located at 3393 Clio Road, Flint.

This Matter was Placed on File on the Consent Agenda.

190182 Communication/Michigan Department of Treasury/2019 AMAR Review

Communication dated April 25, 2019, from the Michigan Department of Treasury to City Administrator Steven Branch, re: Pursuant to the City's corrective action plan, accepted as submitted, to correct deficiencies noted in the 2019 AMAR Review, a follow-up review will be conducted after the completion of the 2020 assessment roll.

This Matter was Placed on File on the Consent Agenda.

COMMUNICATIONS (from Mayor and Other City Officials)

190183 Traffic Engineering/Closure Permits

Sidewalk, Lane and Street Closures permits (36) dated [January/March] April/May 2019 for requested activities/events, with noted responsibility for the

placement of the required traffic control devices, and/or personnel, for the protection of traffic and event participants.

This Matter was Placed on File on the Consent Agenda.

190184 Emergency Purchase/William E. Walter/Hot Water Line

Communication dated April 5, 2019, (received April 15, 2019), from Joyce A. McClane, Purchasing Manager, to Flint City Council, re: Pursuant to Section 18-21.10 of the Flint City Code, the Purchasing Department issued a purchase order to William E. Walter [no address noted] to pay for emergency services related to a hot water line that burst in the Customer Service Center, in an amount NOT-TO-EXCEED \$12,920.30 (Acct. No. 402-753.200-976.000), because the Public Works/Maintenance Division has declared an emergency to do all things necessary to address said issue.

This Matter was Placed on File on the Consent Agenda.

ADDITIONAL COMMUNICATIONS

APPOINTMENTS

190175 Appointment/Historic District Commission/Joseph Schipani/Ward 5

Resolution resolving that city officials approve the appointment of Joseph Schipani (703 Mason Street, Flint, MI 48503) to serve a three-year term on the Historic District Commission, expiring April 22, 2022.

A motion was made by Councilperson Guerra, seconded by Vice President Galloway, that this matter be Approved. The motion carried by the following vote:

Approved

Aye: 8 - Councilperson Mays, Councilperson Davis, Councilperson Guerra, Councilperson Winfrey-Carter, President Winfrey, Vice President Galloway, Councilperson Griggs and Councilperson Worthing

Absent: 1 - Councilperson Fields

190176 Appointment/Historic District Commission/Kurt Neiswender/Ward 7

Resolution resolving that city officials approve the appointment of Kurt Neiswender (801 Maxine Street, Flint, MI 48503) to serve a three-year term on the Historic District Commission, expiring April 22, 2022.

A motion was made by Councilperson Guerra, seconded by Vice President Galloway, that this matter be Approved. The motion carried by the following vote:

Approved

Aye: 9 - Councilperson Mays, Councilperson Davis, Councilperson Guerra, Councilperson Fields, Councilperson Winfrey-Carter, President Winfrey, Vice President Galloway, Councilperson Griggs and Councilperson Worthing

RESOLUTIONS

190124.1 Approval/Obsolete Property Rehabilitation District/2957 Carr Street

Resolution resolving by the Flint City Council that the parcels of land legally described [2957 Carr Street] and situated within the City of Flint, Genesee County and State of Michigan, be and is hereby established as 2957 Carr Street Obsolete Property Rehabilitation District, pursuant to the provisions of the Public Acts of P.A. 146 of 2000, as requested by the Community and Economic Development.

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

190169 Multi-Year/Licensing Renewal/Dell Marketing LP/Microsoft Licenses

Resolution resolving that the Department of Purchases and Supplies is [authorized to] issue a purchase order to Dell Marketing LP for a three-year Microsoft License renewal, as requested by Information Services, in an amount NOT-TO-EXCEED \$86,555.67 annually, pending adoption of each year's budget, for a three-year aggregate amount of \$259,667.01 [Information Services Fund Acct. No. 636-228.100-814.600].

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

190173 Acceptance/Equipment Gift/Tactical Medical Solutions, LLC/Police

Resolution resolving that the Flint City Council approves the acceptance of the equipment [being donated] by Tactical Medical Solutions, LLC to the City of Flint Police Department. [NOTE: the company is donating one hundred and twenty (120) tourniquets, one hundred and twenty (120) tourniquet duty belt holders, four (4) active response kits and four (4) foxtrot litters, valued at nine thousand (\$9,000.00) dollars.

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

Passed The Consent Agenda

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

Aye: 9 - Councilperson Mays, Councilperson Davis, Councilperson Guerra, Councilperson Fields, Councilperson Winfrey-Carter, President Winfrey, Vice President Galloway, Councilperson Griggs and Councilperson Worthing

ADOPTED BY THE MASTER RESOLUTION

SEPARATED FROM MASTER RESOLUTION

190170 Wade Trim, Inc./Engineering Services/Influent Structure Rehabilitation

Resolution resolving that the proper city officials, upon City Council's approval, are hereby authorized to enter into a contract with Wade Trim, Inc. for engineering services for the Influent Structure rehabilitation, as requested by Water Pollution Control, in an amount NOT-TO-EXCEED \$210,000.00 [Sewer Fund Acct. No. 590-550.300-801.000.] [NOTE: According to the Staff Review, an Influent Structure receives all of the sewage from three pumping stations. It was built in the 1950s and is now extremely disoriented due to the severe hydrogen sulfide-rich (corrosive) environment.]

A motion was made by Councilperson Mays, seconded by Councilperson Davis, that this matter be SEPARATED FROM MASTER RESOLUTION. The motion carried by the following vote:

SEPARATED FROM MASTER RESOLUTION

Aye: 5 - Councilperson Mays, Councilperson Davis, Councilperson Winfrey-Carter, President Winfrey and Vice President Galloway

No: 4 - Councilperson Guerra, Councilperson Fields, Councilperson Griggs and Councilperson Worthing

190171 Multi-Year/Contract/Hubbell, Roth & Clark, Inc./Engineering Design Services/Disinfection Improvements

Resolution resolving that the proper city officials, upon City Council's approval, are hereby authorized to enter into a [two-year] contract with Hubbell, Roth & Clark, Inc. for engineering design services for disinfection improvements, as requested by Water Pollution Control, in an amount NOT-TO-EXCEED \$685,000.00, pending adoption of the FY2020 budget [Sewer Fund Acct. No. 590-550.300-801.000.]

A motion was made by Councilperson Mays, seconded by Councilperson Davis, that this matter be SEPARATED FROM MASTER RESOLUTION. The motion carried by the following vote:

SEPARATED FROM MASTER RESOLUTION

Aye: 5 - Councilperson Mays, Councilperson Davis, Councilperson Winfrey-Carter, President Winfrey and Vice President Galloway

No: 4 - Councilperson Guerra, Councilperson Fields, Councilperson Griggs and Councilperson Worthing

190172 DLZ/Johnson & Anderson/Engineering Services/Northwest Pumping Pump

Station Improvements

Resolution resolving that the proper city officials, upon City Council's approval, are hereby authorized to enter into a contract with DLZ/Johnson & Anderson for engineering services for the Northwest Pumping Station flow diversion, as requested by Water Pollution Control, in an amount NOT-TO-EXCEED \$169,753.00 [Sewer Fund Acct. No. 590-550.300-801.000.]

A motion was made by Councilperson Mays, seconded by Councilperson Davis, that this matter be SEPARATED FROM MASTER RESOLUTION. The motion carried by the following vote:

SEPARATED FROM MASTER RESOLUTION

Aye: 5 - Councilperson Mays, Councilperson Davis, Councilperson Winfrey-Carter, President Winfrey and Vice President Galloway

No: 4 - Councilperson Guerra, Councilperson Fields, Councilperson Griggs and Councilperson Worthing

190188

Public Hearing/City of Flint/Utilities Department/Public Comment/Project Plan Application/Michigan Department of Environment, Great Lakes and Energy/State Revolving Fund (SRF) Project Plan

A Public Hearing to consider public comments for the Publicly Owned Treatment Works DPW-Water Pollution Control Improvement Project Plan shall be held on Monday, June 24, 2019 at 5:30 p.m. in the City Council Chambers, 3rd Floor, City Hall, 1101 South Saginaw Street, Flint, and the city shall provide notice of such hearing after advertising in a local newspaper of general circulation (Mlive.com/The Flint Journal) no less than thirty (30) days before the hearing.

A motion was made by Councilperson Mays, seconded by Councilperson Guerra, that this matter be SEPARATED FROM MASTER RESOLUTION. The motion carried by the following vote:

SEPARATED FROM MASTER RESOLUTION

Aye: 9 - Councilperson Mays, Councilperson Davis, Councilperson Guerra, Councilperson Fields, Councilperson Winfrey-Carter, President Winfrey, Vice President Galloway, Councilperson Griggs and Councilperson Worthing

190123

Lease Agreement/City of Flint/Zero Mass Water, Inc.

Resolution resolving that the Flint City Council approves the Lease Agreement between the City of Flint and Zero Mass Water, Inc. [NOTE: Zero Mass Water, Inc. has agreed to produce bottled water, utilizing SOURCE Hydropanels that provide clean, safe, high quality, renewable drinking water. The Hydropanels are to be installed pursuant to the terms of the lease.]

A motion was made by Councilperson Fields, seconded by Councilperson Griggs, that this matter be SEPARATED FROM MASTER RESOLUTION. The motion carried by the following vote:

SEPARATED FROM MASTER RESOLUTION

Aye: 5 - Councilperson Fields, President Winfrey, Vice President Galloway, Councilperson Griggs and Councilperson Worthing

No: 4 - Councilperson Mays, Councilperson Davis, Councilperson Guerra and Councilperson Winfrey-Carter

LIQUOR LICENSES

INTRODUCTION AND FIRST READING OF ORDINANCES

ROLL CALL

Present: Councilperson: Councilperson Mays, Councilperson Davis, Councilperson Guerra, Winfrey, Vice President Galloway, Councilperson Griggs and Councilperson Worthing

Absent: Councilperson: Councilperson Fields and Councilperson Winfrey-Carter

SECOND READING AND ADOPTION OF ORDINANCES

190159 Amendment/Ordinance/Chapter 35 (Personnel)/Article VI (Personnel Code)/Section 35-112.14 (Adoption - Job Description and Qualifications - Ombudsperson)

An ordinance to amend the Flint City Code of Ordinances by amending Chapter 35 (Personnel), Article VI (Personnel Code) to add Section 35-112.14 (Adoption - Job Description and Qualifications - Ombudsperson).

A motion was made by Vice President Galloway, seconded by Councilperson Guerra, that this matter be PASSED. The motion carried by the following vote:

PASSED

Aye: 6 - Councilperson Davis, Councilperson Guerra, President Winfrey, Vice President Galloway, Councilperson Griggs and Councilperson Worthing

No: 1 - Councilperson Mays

Absent: 2 - Councilperson Fields and Councilperson Winfrey-Carter

FINAL COUNCIL COMMENTS

ADJOURNMENT This regular City Council meeting was Adjourned at 10:43 p.m.

180590

RESOLUTION NO.: _____

PRESENTED: 11-20-18

ADOPTED: _____

RESOLUTION TO ADOPT THE ANTI-BULLYING POLICY

BY THE MAYOR:

WHEREAS, The City of Flint intends to protect the rights of public servants and employees by adopting policies and procedures regarding bullying.

WHEREAS, The City has prepared an Anti-Bullying Policy. The policy is attached.

WHEREAS, Mayor, Karen W. Weaver recommends adopting the Anti-Bullying Policy.


THEREFORE, BE IT RESOLVED that the Flint City Council agrees to adopt the Anti-Bullying Policy.

APPROVED AS TO FORM:



Angela Wheeler, Chief Legal Officer

FOR THE CITY OF FLINT:



Dr. Karen W. Weaver, Mayor

APPROVED AS TO FINANCE:



Hughey Newsome, Chief Financial Officer

APPROVED BY CITY COUNCIL:

Herbert Winfrey, City Council President

Resolution Routing

TO: Resolution Signatories
FROM: **Law Department**
SUBJECT: RESOLUTION FOR APPROVAL

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

Date recorded: 11/15/2018 18:04:70

All documents should be reviewed within three working days after receipt by your office.

Anti-Bullying Policy

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

Review and Approval:	IN	OUT	<u>Approval</u>
1. City Attorney (Form Only):		11/15/2018	
2. Finance		11/15/2018	
3. City Administrator			

Please call Jennifer at ex. 2082



City of Flint

Policy: Anti-Bullying Policy	Original Date:
Issued by the City of Flint Legal Department and the Human Resources & Labor Relations Department	Revision Date:

Disclaimer: No statements in this policy are intended or set forth as contractual commitments or obligations of the City to any individual employee or group of employees or to establish an exception to the employment-at-will doctrine beyond that specified in contracts or pertinent collective bargaining agreements. If there are differences between the various collective bargaining agreements and this policy, the pertinent collective bargaining agreement takes precedence.

INTRODUCTION

The following is the City of Flint's policy prohibiting bullying of City public servants¹, employees or job applicants. The Complaint/Report Procedure described in this policy should be utilized to report bullying. The City will take appropriate action to prevent bullying and will protect the rights of public servants and employees who file complaints.

PURPOSE

The City of Flint ("City") considers workplace bullying unacceptable and will not tolerate it under any circumstances. This policy shall apply to all public servants, employees, contractors, interns, externs, and volunteers. Any employee found in violation of this policy will be disciplined, up to and including discharge.

A. Work Place Bullying Defined

The City defines bullying as persistent, malicious, unwelcome, severe and pervasive mistreatment that harms, intimidates, offends, degrades or humiliates an employee, whether verbal, physical or otherwise, at the place of work and/or in the course of employment.

The City promotes a healthy workplace culture where all employees are able to work in an environment free of bullying behavior.

The City encourages all public servants and employees to report any instance of bullying behavior. Any reports of this type will be treated seriously, investigated promptly and impartially. The complaint and procedure policy will be followed as found in this policy.

B. Work Place Bullying Behavior

The City considers the following types of behavior as workplace bullying. Please note, this list is not meant to be exhaustive and is only offered by way of example:

1. Exclusion or social isolation;
2. Excessive monitoring or micro-managing;
3. Personal attacks (angry outbursts, excessive profanity, or name-calling);
4. Encouragement of others to turn against the targeted employee;
5. Sabotage of a co-worker's work product or undermining of an employee's work performance;
6. Stalking;

¹ Public Servants: All persons employed or otherwise engaged by the Corporation of the City of Flint to conduct business on its behalf including but not limited to elected officials, appointed employees, members of boards and commissions, classified employees, contractual employees, and volunteers. Flint City Charter §1-405

7. Unwelcome touching or uncontested-to touching;
8. Invasion of another's person's personal space;
9. Unreasonable interference with an employee's ability to do his or her work (i.e., overloading of emails);
10. Repeated infliction of verbal abuse, such as the use of derogatory remarks, insults and epithets; and
11. Conduct a reasonable person would find hostile, offensive, and unrelated to the employer's legitimate business interests

C. Complaint/Report Procedure

The following procedure shall be utilized by the City public servants and employees for the processing of complaints relating to bullying in the work place. This procedure shall apply only to those complaints directed against a person who at the time of the filing of the complaint is a City of Flint employee or public servant. The procedure may be utilized with regard to complaints covering administrators, supervisory personnel and co-employees. While the procedure itself is not directly applicable to complaints involving non-employees of the City of Flint, any bullying from such individuals in the City of Flint work place should be brought to the attention of the employee's supervisor and/or the Human Resources Director.

1. City of Flint Fact Finding Procedure

- i. An employee, regardless of position, who feels he or she is being or has been subjected to bullying is expected to notify the Human Resources Director or his/her supervisor (or a higher level supervisor if the immediate supervisor is the offending party) immediately by issuing their complaint in writing or verbally. All complaints will be forwarded to the Human Resources Director if the offending party. If the Human Resources Director is believed to have violated the City's Anti-Bullying Policy, the employee should immediately file a written or verbal complaint with the City Attorney.

ii. The written complaint must provide the following:

- a. The dates and times the instances of bullying have occurred;
 - b. The identity of the perpetrators;
 - c. Any known witnesses;
 - d. The nature of the conduct amounting to bullying; and
 - e. A request for an investigation.
- iii. If a verbal complaint is made then the person who took the complaint must reduce the complaint to writing and provide the requirements listed under Section E(1)(ii)

The Human Resources/Labor Relations Director then assigns an Investigator to the complaint. Information received during the complaint process will be treated as confidentially as may be permitted under the circumstances, giving due regard to an employee's right to be apprised of and respond to allegations made against him or her.

2. Investigation Process

- i. During the investigation a statement of public servants and/or employees or others with any possible knowledge of the situation are obtained through interviews. The statement may be reduced to writing for signature by the maker of the statement recorded or transcribed at the discretion of the investigator.
- ii. The complainant and the accused employee may be accompanied at the time of the statement by his or her union steward. Other persons may not be allowed at the time the statement is made.
- iii. Any physical and/or documentary evidence is collected or secured.
- iv. Upon completion of the investigation, a summary report of the findings and the investigator's recommendation is prepared and submitted to the Human Resources Director.
- v. The Human Resources Director in consultation with the City Administrator will issue the final determination as to whether the City's Anti-Bullying Policy has been violated.
- vi. If it is found the Policy has been violated, the Human Resources and Labor Relations Director in consultation with the City Administrator will determine what amount of disciplinary action is appropriate, and initiate implementation of discipline.

Although confidentiality will be maintained to the extent practicable throughout the investigation process, notification to the accused may occur at any step of this investigation process.

At any stage in the process an investigation may be discontinued or held in abeyance due to conflicting or insufficient evidence, improper motivation or lack of jurisdiction as determined by the Investigator. The Human Resources Director, in consultation with the City Administrator, shall have final authority to determine whether an investigation proceeds or is discontinued. If the Human Resources Director is the subject of such investigation, final authority shall rest with the City Attorney.

3. Unsubstantiated Complaints

- i. If, as a result of the investigation, it is determined no violation of the policy has occurred, or there is insufficient information from which to make a determination whether a violation has occurred: The complainant and alleged bully shall be notified of the finding and the reason(s) therefore.**

D. False Allegations

- i. If after an investigation the City of Flint finds clear and convincing evidence a complainant knowingly made false complaints, the complainant may be subject to disciplinary action up to and including termination.**

DRAFT

180591

RESOLUTION NO.: _____

PRESENTED: 11-20-18

ADOPTED: _____

**RESOLUTION TO ADOPT HARASSMENT AND DISCRIMINATION IN THE WORK
PLACE POLICY AND COMPLAINT PROCEDURE**

BY THE MAYOR:

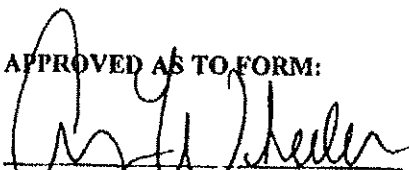
WHEREAS, The City of Flint intends to protect the rights of public servants and employees by adopting policies and procedures regarding discrimination and harassment.

WHEREAS, The City has prepared a Harassment and Discrimination in the Work Place Policy and Complaint Procedure. The policy is attached.

WHEREAS, Mayor, Karen W. Weaver recommends adopting the Harassment and Discrimination in the Work Place Policy and Complaint Procedure.

THEREFORE, BE IT RESOLVED that the Flint City Council agrees to adopt the Harassment and Discrimination in the Work Place Policy and Complaint Procedure.

APPROVED AS TO FORM:


Angela Wheeler, Chief Legal Officer

FOR THE CITY OF FLINT:


Dr. Karen W. Weaver, Mayor

APPROVED AS TO FINANCE:


Hughey Newsome, Chief Financial Officer

APPROVED BY CITY COUNCIL:


Herbert Winfrey, City Council President

Resolution Routing

TO: Resolution Signatories
FROM: Law Department
SUBJECT: RESOLUTION FOR APPROVAL

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

Date recorded: 11/15/2018

18-6469

All documents should be reviewed within three working days after receipt by your office.

Harassment and Discrimination Policy

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

Review and Approval:	IN	OUT	<u>Approval</u>
1. City Attorney (Form Only):		11/15/2018	
2. Finance		11/15/2018	
3. City Administrator			

Please call Jennifer at ex. 2082



City of Flint

Policy: Harassment and Discrimination in the Work Place Policy and Complaint Procedure	Original Date:
Issued by the City of Flint Legal Department and the Human Resources & Labor Relations Department	Revision Date:

Disclaimer: No statements in this policy are intended or set forth as contractual commitments or obligations of the City to any individual employee or group of employees or to establish an exception to the employment-at-will doctrine beyond that specified in contracts or pertinent collective bargaining agreements. If there are differences between the various collective bargaining agreements and this policy, the pertinent collective bargaining agreement takes precedence.

INTRODUCTION

The following is the City of Flint's policy prohibiting discrimination and harassment of City public servants¹, employees or job applicants on any basis protected by federal, state or local law. The Complaint/Report Procedure described in this policy should be utilized to report discrimination and harassment. The City will take appropriate action to prevent discrimination and harassment and will protect the rights of public servants and employees who file complaints.

PURPOSE

Because the City of Flint ("the City") is an equal opportunity employer, it is the policy of the City that public servants, officials, employees and applicants shall receive consideration and treatment consistent with all equal employment opportunity laws in all terms and all conditions of work. This includes a workplace free of discriminatory and harassing conduct as those terms are defined. The City does not discriminate against anyone on the basis of race, color, religion, ancestry, national origin, place of birth, sex, sexual orientation, gender identity, gender expression, familial status, age, or non-disqualifying physical or mental disability, or any basis protected by federal, state, or local law.

The City strives to provide a work environment which promotes respect and in which each employee has the opportunity to develop to his or her full potential. Discrimination and harassment are strictly prohibited, not only because they violate the law, but also because they are contrary to the City's interest in attracting, retaining and promoting the most talented, effective and dedicated employees.

The City has an Internal Complaint/Report Procedure to address and resolve complaints of discrimination and harassment. The City will take appropriate action to prevent discrimination and harassment and to protect the rights of public servants who file complaints.

A. Discrimination is Prohibited

¹ Public Servants: All persons employed or otherwise engaged by the Corporation of the City of Flint to conduct business on its behalf including but not limited to elected officials, appointed employees, members of boards and commissions, classified employees, contractual employees, and volunteers. Flint City Charter §1-405

The City requires all applicants, public servants, and employees be treated as individuals, on the basis of their own qualifications, skills, abilities, conduct and performance. Discrimination on account of any status protected by law, including but not limited to those identified in the first paragraph above, is prohibited. This Policy applies to all employment practices, including recruitment, hiring, evaluation, promotion, transfer, discipline and termination, as well as to all forms of compensation and benefits.

All personnel working for the City, including public servants, contractors, students, interns, externs and volunteers are required to comply with this Policy, including the Complaint/Report procedure. All personnel must behave in a non-discriminatory and business-like manner in all dealings with co-workers and all non-employees of the City contracted in the course of employment. The Policy also prohibits discrimination and harassment by persons doing business with the City, including vendors.

B. Harassment is Prohibited

Additionally, this Policy prohibits harassment, both in the workplace and in other work-related activities, such as business trips and business-related meetings and social events. No employee should have to tolerate harassment of the type described in this Policy and the City takes allegations of harassment seriously. The City will promptly investigate all reports and complaints of prohibited harassment. If it is determined inappropriate conduct has occurred, the City will take corrective and remedial action appropriate to the situation. If any public servant or employee engages in harassment prohibited by this Policy, they will be subject to disciplinary action, up to and including discharge.

C. Sexual Harassment is Prohibited

Sexual harassment in the workplace or in other work-related settings is illegal and is prohibited by this Policy. Sexual harassment is typically defined as unwelcome sexual advances, unwelcome requests for sexual favors, or other unwelcome verbal or physical conduct of a sexual nature, when:

- Submission to that conduct is made explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of that conduct is used as a basis for employment decisions; or
- The conduct has the effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

For the purpose of this Policy "unwelcome" means "unwanted." An employee should never assume any such conduct is welcomed by others.

Under the definition given above, sexual harassment includes a direct or implied request by a supervisor for sexual favors in exchange for favorable job action (such as a favorable review, a salary increase or promotion) or in exchange for avoiding unfavorable job action (such as demotion, discipline or discharge). Any such requests are strictly prohibited and will result in disciplinary action or discharge. If any supervisor or manager makes any such direct or implied request, it must be reported as described in the policy. The City will take actions appropriate to fully investigate allegations of harassment.

The legal definition of sexual harassment also includes other types of conduct. While it is not possible to describe all circumstances which may constitute sexual harassment, the following are examples of conduct which, if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances, including the severity and pervasiveness of the conduct:

- Sexual advances and propositions, with or without physical contact;
- Making or threatening reprisal for a negative response to sexual advances;
- Sexual epithets and jokes and written or oral remarks about a person's sex life, body or sexual activities, sexual deficiencies or prowess;
- Displaying or circulating obscene or sexually suggestive objects, pictures, cartoons, Internet materials or screen-savers;
- Gossip or questions about someone's sexual experiences, gender identification, or orientation or asking about sexual experiences;
- Assaults, pinching, hugging, kissing or touching of an offensive or sexual nature or rubbing up against the body or impeding or blocking movement;
- Leering, wolf whistles, catcalls, sexual slurs or gestures, or sexually suggestive, insulting or degrading comments;
- Sexually suggestive or obscene letters, notes, e-mails or invitations; and
- Repeated flirtation, requests for dates and the like by anyone to someone who has indicated such attentions are not welcome.

Whether such conduct is deemed to be illegal or not, unwelcome and offensive conduct of these types by any individual toward anyone is prohibited by this Policy. Anyone found to be in violation of this policy is subject to disciplinary action up to and including termination and any other penalties recognized by Federal, State and Local law.

D. Other Types of Harassment are Prohibited

Not all harassment is sexual. This Policy also prohibits verbal or physical harassment of any person because of his or her race, color, religion, ancestry, national origin, place of birth, sex, sexual orientation, gender identity, gender expression, familial status, age, disability, height, weight, marital status, or protected status or exercise of legal rights, including the right to report violations of this Policy, where such conduct is unwelcome and has the effect

of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment. Whether any such conduct is deemed to be illegal or not, conduct such as that described below is prohibited:

- Epithets, slurs, ridicule, insults, or threatening, intimidating or hostile acts, including those that purport to be "jokes" or "pranks," made to or about someone because of his or her membership in a protected class or exercise of legal rights;
- Stereotyping or offensive comments, cartoons, pictures or objects that denigrate or insult members of a protected class or those who exercise legal rights; and
- Demeaning, hostile or derogatory remarks directed at someone because of his or her protected class status or exercise of legal rights.

These are just some examples of conduct which may constitute harassment, depending upon the totality of circumstances, including the severity and pervasiveness of the conduct.

E. Complaint/Report Procedure

The following procedure shall be utilized by the City public servants and employees for the processing of complaints relating to discrimination and harassment. This procedure shall apply only to those complaints directed against a person who at the time of the filing of the complaint is a City of Flint employee or public servant. The procedure may be utilized with regard to complaints covering administrators, supervisory personnel and co-employees. While the procedure itself is not directly applicable to complaints involving non-employees of the City of Flint, any discrimination or harassment from such individuals in the City of Flint work place should be brought to the attention of the employee's supervisor and/or the Human Resources Director.

1. City of Flint Fact Finding Procedure

- i. An employee, regardless of position, who feels he or she is being or has been subjected to illegal discrimination or harassment by another person on the basis of their race, color, sex, religion, ancestry, national origin, place of birth, sex, sexual orientation, gender identity, gender expression, familial status, age, disability height, weight, marital status, is expected to notify the Human Resources Director or his/her supervisor (or a higher level supervisor if the immediate supervisor is the offending party) immediately by issuing their complaint in writing or verbally. All complaints will be forwarded to the Human Resources Director unless the Human Resources Director is the offending party. If the Human Resources Director is believed to have violated the City's No Harassment and Discrimination in the Work Place Policy, the employee should immediately file a written or verbal complaint with the City Attorney.

ii. The written complaint must provide the following:

- a. The dates and times the instances of discrimination or harassment have occurred;
- b. The identity of the perpetrators;
- c. Any known witnesses;
- d. The nature of the conduct amounting to the discrimination or harassment; and
- e. A request for an investigation

iii. If a verbal complaint is made then the person who took the complaint must reduce the complaint to writing and provide the requirements listed under Section E(1)(ii).

The Human Resources/Labor Relations Director then assigns an investigator to the complaint. Information received during the complaint process will be treated as confidentially as may be permitted under the circumstances, giving due regard to an employee's right to be apprised of and respond to allegations made against him or her.

2. Investigation Process

i. During the investigation, a statement of public servants and/or employees or others with any possible knowledge of the situation are obtained through interviews. The statement may be reduced to writing for signature by the maker of the statement recorded or transcribed at the discretion of the investigator.

ii. The complainant and the accused employee may be accompanied at the time of the statement by his or her union steward. Other persons may not be allowed at the time the statement is made.

iii. Any physical and/or documentary evidence is collected or secured.

iv. Upon completion of the investigation, a summary report of the findings and the investigator's recommendation is prepared and submitted to the Human Resources Director.

v. The Human Resources Director in consultation with the City Administrator will issue the final determination as to whether the City's No Harassment and Discrimination in the Work Place Policy has been violated.

- vi. If it is found the Policy has been violated, the Human Resources and Labor Relations Director in consultation with the City Administrator will determine what amount of disciplinary action is appropriate, and initiate implementation of discipline.

Although confidentiality will be maintained to the extent practicable throughout the investigation process, notification to the accused may occur at any step of this investigation process.

At any stage in the process an investigation may be discontinued or held in abeyance due to conflicting or insufficient evidence, improper motivation or lack of jurisdiction as determined by the investigator. The Human Resources Director in consultation with the City Administrator, shall have final authority to determine whether an investigation proceeds or is discontinued. If the Human Resources Director is the subject of such investigation, final authority shall rest with the City Attorney.

3. Unsubstantiated Complaints

- i. If, as a result of the investigation, it is determined no violation of the policy has occurred, or there is insufficient information from which to make a determination whether a violation has occurred: The complainant and alleged harasser shall be notified of the finding and the reason(s) therefore.

F. Federal, State and Local Laws

Federal, state and local laws prohibit illegal discrimination, harassment and retaliation. It is the policy of the City to comply with all state and federal laws which prohibit illegal harassment and discrimination in the workplace, including the Elliott-Larsen Civil Rights Act and Title VII of the 1964 Civil Rights Act.

G. False allegations

If after an investigation the City of Flint finds clear and convincing evidence a complainant knowingly made false complaints, the complainant may be subject to disciplinary action up to and including termination.

RESOLUTION NO. 190011

(Resolution to Adopt the Alcohol & Drug Free Workplace and Testing Policy) is being prepared by the Administration for the 2/20/2019 Legislative Committee agenda. Policy attached.

CITY OF FLINT
ALCOHOL & DRUG FREE WORKPLACE AND TESTING POLICY

1. PURPOSE

The City of Flint recognizes the importance of a drug and alcohol free workplace. The abuse of drugs, alcohol or other chemical substances by an employee endangers the safety of the public, the employee, and other City employees. The City recognizes it is in its best interest, as well as the best interest of its employees and the public, to prevent and eliminate drug, alcohol and or substance abuse in the work place. Any employee found using, possessing, selling, distributing or being under the influence of an illegal chemical substance and/or alcohol during working hours, while on City property, or while using City equipment will be subject to discipline up to and including termination of employment.

2. APPLICATION

This policy applies to all employees as well as all applicants for employment once they have received a conditional offer of employment.

Nothing in this policy shall conflict with the Collective Bargaining Agreements of any employees. If a provision of this policy conflicts, the Collective Bargaining Agreement prevails.

Because of Federal law requirements, any employee who is convicted of manufacturing, distributing, dispensing, possessing, or use of controlled substances in the workplace must report that fact within five days of the conviction to the Director of Human Resources and Labor Relations. If your job relates to, or is funded by a Federal grant or contract, the City is required to notify the Federal Government of your conviction within ten (10) days.

3. APPLICANT PRE-EMPLOYMENT TESTING

All applicants will undergo drug and or alcohol testing following a conditional offer of employment, but prior to final hiring and assignment. Refusal to undergo a test, or a positive test, will result in the City withdrawing its conditional offer of employment. In addition, adulteration of a specimen or a drug or alcohol test will be considered as a refusal to undergo a test.

4. FOR CAUSE TESTING

Drug and/or alcohol testing may be conducted on any employee at any time the City has reasonable suspicion there is cause to believe an employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances:

- a. Observation of drugs or alcohol on or about the employee's person or in the employee's vicinity;
- b. Observation of conduct on the part of the employee that suggests that the employee is impaired or is under the influence of drugs or alcohol;

- c. Receipt of a report of drug or alcohol use by an employee while at work;
- d. Information that an employee has tampered with drug or alcohol testing at any time;
- e. Negative job performance patterns by the employee; or
- f. Excessive or unexplained absenteeism or tardiness.

The supervisor will verbally inform the employee of the reason for the test. Additionally, a written record of the situation leading to the drug or alcohol test will be created and signed by the supervisor(s) within 24 hours of the event. A copy of the report will be forwarded to the Human Resources and Labor Relations Department.

5. POST-ACCIDENT TESTING

Post-Accident drug and or alcohol testing may be conducted on an employee where there has been damage to City property or equipment while the employee was at work or the employee or another person has sustained an injury while at work. The post-accident test will be administered while the employee is still on duty or as close as possible. No employee required to take a post-accident alcohol or drug test may use any alcohol or drugs of any kind following the accident until the employee undergoes the post-accident testing.

6. RANDOM TESTING

The City of Flint will randomly test employees for compliance with its drug-free workplace policy. As used in this policy, "random testing," means a method of selection of employees for testing, performed by an outside third party. The selection will result in an equal probability that any employee from a group of employees will be tested. Furthermore, the City of Flint has no discretion to waive the selection of an employee selected by this random selection method.

The City may, at various times, randomly select members of the following employment groups, at its discretion, for unannounced random testing for drugs or alcohol:

- a. Police officers
- b. Firefighters
- c. Safety-Sensitive Employees: Persons engaged in activities that directly affect the safety of the public.
- d. Employees whose work requires possession of a CDL.

7. SCHEDULED PERIODIC TESTING

The City of Flint reserves the right to conduct periodic testing on a regularly scheduled basis for employees in designated departments, classifications or workgroups.

8. RETURN TO DUTY TESTING

When an employee has a confirmed positive test result, or has been sent to a drug dependency program at the request of the City of Flint as a condition of continued

employment, the employee will be required to be tested at least six (6) times in the first twelve (12) months following the employee's return to active duty. Return to Duty tests must be conducted under direct supervision.

9. SUBSTANCES COVERED BY DRUG AND ALCOHOL TESTING

Employees will be tested for their use of commonly abused controlled substances, which include amphetamines, barbiturates, benzodiazepines, opiates, cannabinoids*, cocaine, methadone, methaqualone, phencyclidine (PCP), propoxyphene and chemical derivatives of these substances.

Employees must advise testing lab employees of all prescription drugs taken in the past month before the test and be prepared to show proof of such prescriptions to testing lab personnel.

** Despite Michigan law, marijuana for medical or recreational use is a Drug Enforcement Administration listed Schedule I controlled substance and therefore is prohibited.*

10. MARIJUANA USE PROHIBITED

The State of Michigan has enacted legislation allowing for the recreational and medical use of marijuana. Despite Michigan law, marijuana for medical or recreational use is a Drug Enforcement Administration listed Schedule I controlled substance. Therefore, the marijuana use remains prohibited when engaged in activities governed by Federal law specifically, the U.S. Department of Transportation (DOT) Drug and alcohol testing regulations.

The City of Flint, as an employer, is required to ensure the safety and protection of the citizens served by its employees. Therefore, the enactment of the Medical Marijuana Act (MMA) and recreational marijuana usage legislation does not override existing policies concerning the following:

- The City of Flint Alcohol & Controlled Substance Testing Policies and Procedures for Employers with Commercial Driver's License (CDL) or City policies affiliated with DOT Federal Transit Administration Regulations;
- Negligent entrustment of City vehicles;
- Driving while impaired or yielding positive test results post-accident, including the operation of City vehicles or a private vehicle while conducting City business;
- Any employee engaged in conduct or action prohibited by the MMA;
- Smoking marijuana in public;
- Possession of marijuana at schools or correctional facilities;
- Operating a vehicle under the influence of marijuana;
- Selling marijuana during hours of employment, at any City work site and or on City property;
- Being in possession of marijuana while on City premises or on duty; and
- Working while under the influence of marijuana.

11. TESTING METHODS AND PROCEDURES

All testing will be conducted by a licensed independent medical laboratory, which will follow testing standards established by the state or federal government. Testing will be conducted on a urine sample provided by the employee to the testing laboratory under procedures established by the laboratory to ensure privacy of the employee, while protecting against tampering/alteration of the test results.

Employees will be considered to be engaged at work for the time spent in taking any tests and will be compensated for such time at their regular rate.

The City of Flint will pay for the cost of the testing, including the confirmation of any positive test result by gas chromatography. The testing lab will retain samples in accordance with state law, so an employee may request a retest of the sample at his or her own expense if the employee disagrees with the test result.

12. REFUSAL TO UNDERGO TESTING

Employees who refuse to submit to a test are subject to disciplinary action, up to and including immediate discharge.

13. POSITIVE TEST

If an employee tests positive on an initial screening test, the employee will be temporarily suspended while the confirmation test is being conducted. On receipt of the confirmation test, the employee will be subject to disciplinary action, up to and including discharge. Discipline selected by the City of Flint will depend on a variety of factors, including, but not limited to, the prior work record of the employee, the length of prior employment, the prior accident and attendance record of the employee, the circumstances that led to the testing, and the proposals by the employee to address the problem.

14. RIGHT TO EXPLAIN TEST RESULTS

All employees and applicants have the right to meet with the testing laboratory personnel, and with the City of Flint, to explain their test results. These discussions should be considered confidential, except information disclosed in such tests will be communicated to personnel within the City of Flint Human Resources and Labor Relations department or within the lab who need to know such information to make proper decisions regarding the test results or regarding the employment of the individual.

15. RIGHT TO REVIEW RECORDS

Employees have a right to obtain copies of all test results from the testing laboratory, or from the City of Flint. When an employee disagrees with the test results, the individual may request the testing laboratory repeat the test. Such repeat testing will be at the expense of the individual, unless the repeat test overturns the original report of the lab, in which case the City of Flint will reimburse the employee for the costs incurred for the retest.

16. **CONFIDENTIALITY REQUIREMENTS**

All records concerning test results will be kept in medical files that are maintained separately from the personnel file of the employee.

Testing laboratories may conduct testing only for substances included on the disclosure list provided to the individual, and may not conduct general testing related to the medical conditions of the individual that are unrelated to drug use.

17. **RETESTING**

Employees may request a retest of their positive test results within five (5) working days after notification by the City of Flint of such positive test result. This retest is at the expense of the individual, unless the original test result is called into question by the retest.

Where the employee or applicant believes the positive test result was affected by taking lawful or prescribed substances, the individual may be suspended without pay pending receipt of confirming information to substantiate the claims of the individual. Normally, the individual will be provided no more than five (5) business days in which to provide this additional information.

Once City of Flint has determined whether there is evidence to indicate the test results are incorrect, the City of Flint will advise the individual of its decision.

18. **TREATMENT, TERMINATION AND REHIRE**

Employees who test positive for any drug(s) listed on the disclosure list have two (2) choices. One, the employee may agree to enter an authorized treatment program approved by the City of Flint, and agree to subsequent retesting for a period of two (2) years after returning from treatment. Or two, the employee will be terminated immediately and will not be considered for rehire until he or she can show he or she has remained drug-free for a period of two years or more.

19. **RESPONSIBILITIES OF INDIVIDUALS**

In order to comply with the provisions of this policy, each employee assumes the following responsibilities:

- a. *Working under the Influence of Performance Impairing Medication:* Employees who have been prescribed legal medications that might affect the safe performance of their duties are required to notify their supervisors prior to performing any hazardous or dangerous tasks.
- b. *Reporting to Work or Working While Impaired:* Employees may not report to work and may not continue to work while impaired by any restricted substance identified in this policy.
- c. *Reporting Violations:* The services provided by certain employees are performed, at times, under hazardous and dangerous conditions. Thus,

employees are encouraged to come forward and report any violation of this policy to management. This information may be instrumental in the prevention of serious accidents and injuries on the job.

Any questions concerning this policy, its interpretation or application should be directed to the Human Resources and Labor Relations Department.

Policy Enacted: 2004

Policy Revision: November 20, 2006

Policy Revision: December 4, 2018

190190

(Bid #19000026)

SUBMISSION NO.: _____

PRESENTED: 5-22-19

ADOPTED: _____

**RESOLUTION TO OSCAR W. LARSON COMPANY FOR REPLACEMENT OF (7) FUELING SITE
PUMPS AND KEY READERS**

BY THE CITY ADMINISTRATOR


RESOLUTION

The Department of Purchases and Supplies has received a quote for a replacement of seven (7) fueling site FuelMaster pumps and key readers as requested by the Fleet Management Division; and

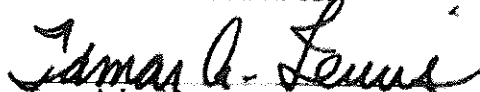
Oscar W. Larson, 10100 Dixie Highway, Clarkston, Michigan 48348 has submitted a quote as part of their successful award of the contract # 040215-PGE between PureGreen Services, LLC, 3883 Rogers Bridge Road, Suite 205A, Duluth, Georgia 30097 and Sourcewell, formerly the National Joint Powers Alliance (NJIPA) a purchasing cooperative. Funding for said equipment will come from the following account: 661-451.100-977.000; and

IT IS RESOLVED, that the Proper City Officials, upon City Council's approval, are hereby authorized to enter into a contract with Oscar W. Larson for replacement of seven (7) fueling site FuelMaster pumps and key readers in an amount not to exceed \$124,311.00. (Fleet Management Fund)


APPROVED PURCHASING DEPT.:


Joyce A. McClane
Purchasing Manager

APPROVED AS TO FINANCE:


Tamar A. Lewis
Deputy Finance Director

APPROVED AS TO FORM:


Angela Wheeler
Chief Legal Officer


Steve Branch, City Administrator



Dr. Karen Weaver, Mayor

**CITY COUNCIL MEMO FROM THE DEPARTMENT OF
PURCHASES & SUPPLIES**

Date: May 14, 2019

Agenda Item Title: Facility Fueling Upgrades

Prepared By: Joyce McClane, Purchasing Manager

Background/Summary of Proposed Action:

A resolution is attached to authorize the purchase of Facility Fueling Upgrades for seven (7) locations, including One (1) Fuelmaster. This program is windows based software program. The manufacturer of Contract #040215-PGE through Sourcewell is Blue 1 Energy Equipment, dba/as PureGreen, Services, LLC. The Dealer and Provider for this type of equipment is Oscar W. Larson in the City of Flint, Michigan.

The Blue 1 Energy Equipment – Fleet Storage & Dispensing Equipment were bid through a National Cooperative Contract known as Sourcewell. Before changing their name, they were known as the National Joint Powers Alliance (NJPA).

Sourcewell is a member-focused public cooperative of more than 50,000 member agencies throughout the United States. Sourcewell is a municipal contracting agency that operates as a public entity under legislative authority through Minnesota Statute 123A.21. **The City of Flint is a member of Sourcewell.**

Every Sourcewell contract is the result of a formal competitive solicitation conducted by trained, professional procurement officials of a lead State's central procurement office under the direction of a lead state's State Procurement Official in accordance with that state's procurement statutes, regulations, and policies.

In Section 18-21.7 Public Entity Purchases – The Purchasing Director is authorized, if determined to be in the best interest of the City, to purchase goods and services for the City, relying on competitive processes undertaken by other public entities, including the federal Government, the State of Michigan, Municipalities, Special Purpose Districts, and authorities, and School Districts.

B 9-026.

Purchasing Facility Fueling Upgrades for seven (7) locations, including One (1) Fuelmaster, windows based software program from the Sourcewell contract, gives the City an opportunity to have competitive pricing which is base off a high-volume discount. If the City were to bid such products and services itself, it would not benefit from the shared purchasing power that the Sourcewell cooperative contract provides. One of our Purchasing Partners, Genesee County Road Commission is currently using Oscar W. Larson for their fueling provider.

The pricing from Oscar W. Larson reflects the 10% discount on the equipment. The cooperative purchase agreement is providing us the best value available at this time. **There is no fee to the City to purchase from the Sourcewell contract.**

Budget/Staff Impact:

The Facility Fueling Upgrades are budgeted within the capital improvement projects.

Attachments:

Resolution Staff Review

CITY OF FLINT
Department of Finance
Fleet Division
1101 S. Saginaw Street
Flint, Michigan 48502

February 21, 2019

To: Purchasing

From: Mike Rule *WR*
Fleet Manager

Subject: Fuel Site Upgrades

The Fleet Department is requesting that the existing fuel pumps and key readers be replaced as they are obsolete and in constant need of repair. I am recommending these be replaced by Wayne model G6201P and G6202P pumps and FuelMaster FMU 2500 Plus terminals. This is the same system that the MTA, Flint Township and GC Road Commission are using.

I have obtained a quote from Oscar W. Larson Company for the upgrades that is open for the next 30 days.



THE OSCAR W. LARSON COMPANY

Corporate Office: 10100 Dixie Highway, Clarkston, MI 48348

Ph: (248) 620-0070 – (248) 549-3610 * Fx: (248) 620-0071 – (248) 620-0072

6568 Clay Avenue SW, Grand Rapids, MI 49548

2100 Milbocker Road, Gaylord, MI 49735

1816 N. Telegraph Road, Dearborn, MI 48124

26670 Glenwood, Suite B, Perrysburg, OH 43551

3731 Interchange Road, Columbus, OH 43204

321 Conover Drive, Franklin, OH 45005

7626 Disalle Boulevard, Fort Wayne, IN 46825

6462 Oaklandon Road, Indianapolis, IN 46236

4706 Pinewood Road, Louisville, KY 40218

Ph: (616) 698-0001 – Fx: (616) 698-2265

Ph: (989) 732-4190 – Fx: (989) 732-3377

Ph: (810) 217-6524 – Fx: (313) 278-6030

Ph: (419) 873-0555 – Fx: (419) 873-0559

Ph: (614) 907-7629 – Fx: (614) 310-8896

Ph: (513) 813-7650 – Fx: (513) 813-7651

Ph: (260) 496-9870 – Fx: (260) 496-9480

Ph: (317) 337-9473 – Fx: (317) 337-9474

Ph: (502) 442-2308 – Fx: (502) 632-6382

1946-2019

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Over

73

Years of
Excellence

Page 1 of 2

To: City of Flint

Date: April 26, 2019 (Revised)

Phone: (810) 691-6488

Attention: Mike Rule

Email: mrule@cityofflint.com

- Conditions:**
- 1) This proposal is open for 30 days from the date stated above. However, prices of components, equipment and raw materials may increase before the date such items are ordered. If so, such increases will be added to the quoted cost. THE OSCAR W. LARSON COMPANY will itemize such costs upon receipt of a signed Proposal. If such cost increases are unacceptable to Customer, Customer may elect to cancel order under the terms of the Master Services Agreement.
 - 2) This Proposal and the Master Services Agreement constitute the full and complete agreement of the parties, and any inconsistent terms stated in any acceptance, invoice, purchase order, or any other document whatsoever are ineffective. This provision conforms to the requirements of RC 1302.10 (B) (1).
 - 3) Contract documents incorporated by reference as though fully stated herein:
 - 1) The Master Services Agreement
 - 2) This Proposal

Special Terms: 25% upon acceptance of proposal, 25% on commencement, balance prior to start up (or) upon completion of proposal (Based on Approved Credit).

SUBJECT: Facility Fueling Upgrades

A. 12th Street Yard – 702 West 12th Street

1. Remove existing fuel management system and two (2) pumps.
2. Supply and install one (1) FuelMaster FMU 2500 Plus and two (2) Wayne model # G6202P dual hose, single product pumps.

Total Price, A: \$ 26,491.00

B. Police Headquarters – 210 East Fifth Street

1. Remove fuel management system and one (1) pump.
2. Supply and install one (1) FuelMaster FMU 2500 Plus and one (1) Wayne model # G6201P single hose, single product pump.

Total Price, B: \$ 13,690.00

C. Fire Station #1 – 310 East Fifth Street

1. Remove fuel management system and two (2) pumps.
2. Supply and install one (1) FuelMaster FMU 2500 Plus and two (2) Wayne model # G6201P single hose, single product pumps.

Total Price, C: \$ 19,845.00

D. Water Service Center – 3310 Court Street

1. Remove fuel management system and two (2) pumps.
2. Supply and install one (1) FuelMaster FMU 2500 Plus and two (2) Wayne model # G6201P single hose, single product pumps.

Total Price, D: \$ 19,845.00

E. Fire Station #5 – 3402 Western Road

1. Remove fuel management system and one (1) pump.
2. Supply and install one (1) FuelMaster FMU 2500 Plus and one (1) Wayne model # G6201P single hose, single product pump.

Total Price, E: \$ 13,690.00



THE OSCAR W. LARSON COMPANY

Corporate Office: 10100 Dixie Highway, Clarkston, MI 48348

Ph: (248) 620-0070 – (248) 549-3610 * Fx: (248) 620-0071 – (248) 620-0072

6568 Clay Avenue SW, Grand Rapids, MI 49548

2100 Milbocker Road, Gaylord, MI 49735

1816 N. Telegraph Road, Dearborn, MI 48124

26670 Glenwood, Suite B, Perrysburg, OH 43551

3731 Interchange Road, Columbus, OH 43204

321 Conover Drive, Franklin, OH 45005

7626 Disalle Boulevard, Fort Wayne, IN 46825

6462 Oaklondon Road, Indianapolis, IN 46236

4706 Pinewood Road, Louisville, KY 40218

Ph: (616) 698-0001 – Fx: (616) 698-2265

Ph: (989) 732-4190 – Fx: (989) 732-3377

Ph: (810) 217-6524 – Fx: (313) 278-6030

Ph: (419) 873-0555 – Fx: (419) 873-0559

Ph: (614) 907-7629 – Fx: (614) 310-8896

Ph: (513) 813-7650 – Fx: (513) 813-7651

Ph: (260) 496-9870 – Fx: (260) 496-9480

Ph: (317) 337-9473 – Fx: (317) 337-9474

Ph: (502) 442-2308 – Fx: (502) 632-6382

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Excellence

Page 2 of 2

To: City of Flint

Date: April 26, 2019 (Revised)

Phone: (810) 691-6488

Attention: Mike Rule

Email: mrule@cityofflint.com

SUBJECT: Facility Fueling Upgrades

F. Fire Station #6 – 716 West Pierson Road

1. Remove fuel management system and one (1) pump.
2. Supply and install one (1) FuelMaster FMU 2500 Plus and one (1) Wayne model # G6201P single hose, single product pump.

Total Price, F: \$ 13,690.00

G. Fire Station #8 – 202 East Atherton

1. Remove existing fuel management system and one (1) pump.
2. Supply and install one (1) FuelMaster FMU 2500 Plus and one (1) Wayne model # G6201P single hose, single product pump.

Total Price, G: \$ 13,690.00

H. FuelMaster Software

1. One (1) FuelMaster Windows based software program is required to be downloaded on owner's PC to control tracking of site reports. Oscar W Larson Company will assist owner's IT personnel for up to four (4) hours to install and program.
2. One Prokee Encoder (USB).

Total Price, H: \$ 3,370.00

➤ Prokees for vehicles are \$5.25 each additional and are not included in base bid.

GRAND TOTAL..... \$124,311.00

NOTES:

1. Pricing reflects the 10% discount on the equipment which you will receive when purchasing through the National Joint Purchasing Alliance (NJPA) program, a government buying cooperative for municipalities.
2. Wayne pumps are "standard flow" not high-speed and include a 10:1 pulsar for communication to FuelMaster and a lighted display. These are mechanical pumps.
3. FuelMaster pedestal mounted unit is to be installed where existing wiring and communication lines are located.
4. Pumps are to be installed at the same location as existing pumps and price is based on reusing all existing piping and electrical conduit and wiring.
5. Price is based on reusing all existing hoses, nozzle, and breakaway assemblies.
6. Any communication wiring to owner's PC for software program will be done by owner's IT personnel.

Any questions, please contact me at (810) 217-1411.

ACCEPTANCE: This Proposal, when accepted by the purchaser, and approved by a Corporate Officer of the Oscar W. Larson Company, will constitute a contract between us, subject to all terms and conditions contained in the Master Services Agreement. It is expressly agreed that there are no promises, agreements, or understanding, oral or written, not specified in this proposal and the Master Services Agreement.

Company Name

By:

Its:

NEWCONTR 4.30.98 (REVISED 01.02.16.SR)

Randy Spiller/kf
Randy Spiller, Project Manager

4/26/19

The Oscar W. Larson Company

By:

Its: Charles A. Burns, President

Date:

RESOLUTION STAFF REVIEW

DATE:
2/20/19

Agenda Item Title:
Replacement of Fueling Site Pumps and Key readers

Prepared By:
Mike Rule

Background/Summary of Proposed Action:

The Fleet Department is requesting a purchase order Oscar W. Larson Company to perform the replacement of fuel pumps and key readers at all seven of the City's fueling sites. The current fuel key system, software and fuel pumps are obsolete and no longer supported by the manufacturers.

Financial Implications:

Budgeted? Yes ☒ No ☐ Please explain if no:

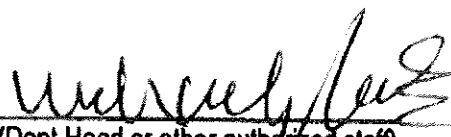
Account No.: 661-451.100-977.000

Pre-encumbered? Yes ☒ No ☐ Req# 190001475

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

Staff Recommendation: Approval

Staff Person:


(Dept Head or other authorized staff)

Michael Rule, Fleet Manager

190191

(Bid #19000008)

SUBMISSION NO.: _____

PRESENTED: 5-22-19

ADOPTED: _____

**RESOLUTION TO AIS CONSTRUCTION EQUIPMENT FOR THE PURCHASE OF A
VOGELE PAVER AND A HAMM ROLLER**

BY THE CITY ADMINISTRATOR:

RESOLUTION

The Street Maintenance Division is requesting the issuance of a purchase order to purchase a Vogeles Paver and a Hamm Roller; and

AIS Construction Equipment, 5655 Pontiac Trail, New Hudson, MI was the lowest vendor to submit a price and has submitted a cost to lease to purchase said equipment through the Houston-Galveston Area Council national contract #SM10-16. Funding for said services will come from the following accounts: 202-449.201-977.000 (\$62,633.28), 203-449.201-977.000 (\$62,633.28); and

IT IS RESOLVED, that the Department of Purchases and Supplies, upon City Council's approval, is hereby authorized to issue a purchase order to AIS Construction Equipment for the lease/purchase of a Vogeles Paver and a Hamm Roller in an annual amount not to exceed \$125,266.56 and an aggregate amount of \$626,332.80. If the City decides to purchase said equipment at the end of the lease, the additional purchase cost will be \$11,201.00 for a total purchase of \$637,533.80. (Local Street Fund, Major Street Fund) \$125,266.56 FY19, \$125,266.56 FY20, \$125,266.56 FY21, \$125,266.56 FY22. If final purchase is made, an additional \$11,201.00 will be in FY22.

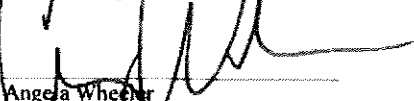
APPROVED PURCHASING DEPT.:


Joyce A. McClane
Purchasing Manager

APPROVED AS TO FINANCE:


Tamar A. Lewis
Deputy Finance Director

APPROVED AS TO FORM:


Angela Wheeler
Chief Legal Officer


Steve Branch, City Administrator

RESOLUTION STAFF REVIEW

DATE: April 5, 2019

Agenda Item Title: AIS Construction Equipment

Prepared By: Kathryn Neumann for Betty Wideman

Background/Summary of Proposed Action:

Currently, the paver and the roller the City of Flint owns are over 15 years old. The City of Flint is unable to buy parts to repair the paver. Due to this situation, Street Maintenance has been unable to pave large projects for the last year. Through HGACBUY, a cooperative purchasing program, Street Maintenance is requesting to purchase one paver and one roller.

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

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

Account No.: 202-449.201-977.000, 203-449.201-977.000

Pre-encumbered? Yes ☒ No ☐ Requisition # 190001960

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

Staff Recommendation: Recommend Approval

Staff Person: Betty J. Wideman
Betty J. Wideman, Transportation Division Manager



Dr. Karen Weaver, Mayor

**CITY COUNCIL MEMO FROM THE DEPARTMENT OF
PURCHASES & SUPPLIES**

Date: May 14, 2019

Agenda Item Title: Vogele Super 2000-3i Paver - Stock #J07620 Serial 11740048

Prepared By: Joyce McClane, Purchasing Manager

Background/Summary of Proposed Action:

A resolution is attached to authorize the purchase of Vogele Super Paver. The Paver is being purchased off of the HGACBUY Cooperative Contract. The Dealer and Provider for this brand of equipment is AIS for the City of Flint, Michigan.

H-GAC and the Cooperative Purchasing Program

The Houston-Galveston Area Council (H-GAC) is the largest of 24 Councils of Government (COG) in Texas, and is a political subdivision of the State of Texas. It has been serving local governments for more than 40 years.

H GAC's Cooperative Purchasing Program, known as HGACBuy, was established pursuant to Texas Interlocal Cooperation Act [Texas Local Government Code, Title 7, Chapter 791]. The Act allows local governments and certain non-profits to contract or agree under the terms of the Act to make purchases or provide purchasing services and other administrative functions appropriately established by another government entity. The Interlocal Contract (ILC) is the required legal document that establishes a link between the End User (local governments and certain non-profits) and HGACBuy, and gives the End User access to HGACBuy contracts.

H-GAC has established Interlocal Contracts with thousands of End Users throughout Texas and across the United States.

HGACBuy contracts are established based on the requirements of [Texas Local Government Code, Chapter 252]. Products and services are contracted after having been subjected to either a competitive bid (IFB) or competitive proposal (RFP) process. Contracts are blanket type, usually for a term of two or three years.

Use of HGACBuy for purchases by any End Users is strictly at the discretion of that entity. End Users issue their purchase orders to and pay directly the HGACBuy Contractor, AIS Construction Equipment.

Every H-GAC contract is the result of a formal competitive solicitation conducted by trained, professional procurement officials of a lead State's central procurement office under the direction of a lead state's State Procurement Official in accordance with that state's procurement statutes, regulations, and policies.

In Section 18-21.7 Public Entity Purchases – The Purchasing Director is authorized, if determined to be in the best interest of the City, to purchase goods and services for the City, relying on competitive processes undertaken by other public entities, including the federal Government, the State of Michigan, Municipalities, Special Purpose Districts, and authorities, and School Districts.

Purchasing the Vogele Paver from the HGACBUY contract, gives the City an opportunity to have competitive pricing which is base off a high-volume discount. If the City were to bid such products and services itself, it would not benefit from the shared purchasing power that the HGACBuy cooperative contract provides. **Attached is a list of all endusers in Michigan that are currently utilizing this cooperative bid.**

The pricing from AIS Construction Equipment reflects the 15% discount on the equipment. The cooperative purchase agreement is providing us the best value available at this time. **There is no fee to the City to purchase from the HGAC-Buy contract.**

Budget/Staff Impact:

The Paver is budgeted in capital improvement projects.

Attachments:

Resolution Staff Review



GRAND RAPIDS
600 AIS Drive Southwest
Grand Rapids, MI 49548
Telephone: (616) 538-2400

LANSING
3800 North Grand River Avenue
Lansing, MI 48906
Telephone: (517) 321-8000

SAGINAW
4800 AIS Drive
Bridgeport, MI 48722
Telephone: (989) 777-0090

RICHMOND
65809 Gratiot Avenue
Lenox, MI 48050
Telephone: (586) 727-7311

TRAVERSE CITY
8300 M-72 East
Williamsburg, MI 49690
Telephone: (231) 267-9513

WEST DETROIT
56555 Pontiac Trail
New Hudson, MI 48165
Telephone: (248) 437-8121

Mr. Robert Bincsik
City of Flint
Water Service Center
3310 E. Court Street
Flint, MI 48506

February 21, 2019

Subject: Full Payout Municipal Lease Pricing for Demo Vogele Super 2000-3i Paver

Dear Mr. Bincsik:

AIS Construction Equipment Corp. is pleased to provide you with the following lease pricing for new Demo Vogele Super 2000-3i Paver as quoted to you on our quote of 6/13/2018.

Full Payout Municipal Lease Pricing:

1. New Demo Vogele Super 2000-3i Paver	
As quoted on 6/13/2018:	\$457,075.00
Less Trade Value for 2000 Blaw Knox PF3200 as	
Quoted on July 9, 2018:	<u>(\$ 6,000.00)</u>
Net Total:	\$451,505.00

Lease Program: 5 Year Full Payout Municipal Lease:
5 Annual Payments of \$ 98,120.61 Each
Then final payment of \$1

We look forward to working with you on this project and on any other construction equipment projects you may have in the future.

Sincerely,

Chris Robinson
Governmental Sales Manager





AIS Construction Equipment
4600 AIS Drive
Bridgeport, MI. 48722

QUOTE SUMMARY - Demo Super 2000-3i

Customer			
Name	CITY OF FLINT		
Address	702 W. 12TH STREET		
City	FLINT	State	MI.
Phone		ZIP	48503

Misc	
Date	6/13/2018
Attn	
Rep	KANE/ROBINSON
FOB	FLINT, MI

Qty	Description	Unit Price	TOTAL
1	Demo Vogele Super 2000-3i Stock # J07620 Serial 11740048 Hydraulic Front Apron Automatic Lubrication Hydraulic Screed Lock Wash Down Tank Rotating Beacon Back-up Alarm Six Working Lights Two Track Plows Carlson EZ-IV Screed With CCW Depth Screws 18" Hydraulic Berm Left & Right Side Heated End Gates Truck Hitch Hydraulic Tunnel Extensions 50 Hour Service Kit 500 Hour Service Kit 1,000 Hour Service Kit Niveltronic Plus, Slope & Joint Matcher Total List Price:		
	Less HGAC-Buy 15% Discount		\$ 579,500.00
			\$ (86,925.00)
	Less Demo Use Credit		\$ (35,500.00)

SubTotal \$ 457,075.00

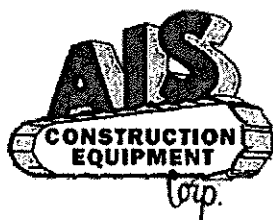
Shipping Included

MI Sales Tax

TOTAL NET DUE \$ 457,075.00

Payment
TERMS: <u>NET 30 DAYS</u>
Price good on stock machine only, machine currently has 500 hours.

QUOTED PRICES FIRM FOR 30 DAYS. ALL QUOTES SUBJECT TO AVAILABILITY.



GRAND RAPIDS
600 AIS Drive Southwest
Grand Rapids, MI 49548
Telephone: (616) 538-2400

LANSING
3600 North Grand River Avenue
Lansing, MI 48906
Telephone: (517) 321-8000

SAGINAW
4600 AIS Drive
Bridgeport, MI 48722
Telephone: (989) 777-0090

RICHMOND
65809 Gratiot Avenue
Lenox, MI 48050
Telephone: (586) 727-7311

TRAVERSE CITY
8300 M-72 East
Williamsburg, MI 49690
Telephone: (231) 267-9513

WEST DETROIT
56555 Pontiac Trail
New Hudson, MI 48165
Telephone: (248) 437-8121

Mr. Mike Rule
Ms. Betty Wideman
City of Flint
702 West 12th Street
Flint, MI 48503

June 19, 2018

Subject: HGAC-Buy Pricing for Hamm HD+90iVV-HF and HD+110VVHF Tandem
Rollers with Lease Option

Dear Mr. Rule & Ms. Wideman:

AIS Construction Equipment Corp. is pleased to provide you with the following
pricing for new Hamm HD+90iVV-HF and new demo Hamm HD+110VV-HF Tandem
Rollers.

Pricing:

1. New Factory Order Hamm HD+90i VV-HF as shown on the enclosed Quote
Summary dated 6/13/2018: \$141,831.00

Lease Program: 5 Year Governmental Operating Lease:
5 Annual Payments of \$ 26,295.66 Each '
Then return or purchase for \$ 31,700.00

2. New Demo Hamm HD+110 VV-HF as shown on the enclosed Quote Summary
dated 6/13/2018: \$130,071.00

Lease Program: 5 Year Governmental Operating Lease:
5 Annual Payments of \$ 27,145.95 Each
Then return or purchase for \$ 11,200.00

We look forward to working with you on this project and on any other
construction equipment projects you may have in the future.

Sincerely,

Chris Robinson
Governmental Sales Manager





GRAND RAPIDS
600 AIS Drive Southwest
Grand Rapids, MI 49548
Telephone: (616) 538-2400

LANSING
3600 North Grand River Avenue
Lansing, MI 48906
Telephone: (517) 321-8000

SAGINAW
4800 AIS Drive
Bridgeport, MI 48722
Telephone: (989) 777-0080

RICHMOND
65809 Gratiot Avenue
Lenox, MI 48050
Telephone: (586) 727-7311

TRAVERSE CITY
8300 M-72 East
Williamsburg, MI 49690
Telephone: (231) 267-9513

WEST DETROIT
56555 Pontiac Trail
New Hudson, MI 48165
Telephone: (248) 437-8121

Mr. Mike Rule
Ms. Betty Wideman
City of Flint
702 West 12th Street
Flint, MI 48503

July 9, 2018

Re: Trade Value for Vogele Super 2000-3 Paver Purchase

Dear Mr. Rule & Ms. Wideman:

AIS Construction Equipment Corp. is pleased to provide you with the following trade values for a machine to be traded in on a new Vogele Paver.

2000 Blaw Knox Model PF3200 s/n 320027-20: \$ 6,000.00

Please let me know if you have any questions or need any additional information. We look forward to continuing to assist you with your heavy construction equipment needs.

Sincerely,

Chris Robinson
Governmental Sales Manager





AIS Construction Equipment
4600 AIS Drive
Bridgeport, MI. 48722

Q.P. QUOTE SUMMARY - Hamm HD+110VVHF Roller

Customer			
Name	CITY OF FLINT		
Address	702 W. 12TH STREET		
City	FLINT	State	MI.
Phone		ZIP	48503

Misc

Date

Attn

Rep

FOB

6/13/2018

KANE/ROBINSON
FLINT, MI

Qty	Description	
1	Hamm Demo HD+110VVHF High Frequency Hours 90 Operating weight with rops 22,688 Drum width 66" 6.7" hydraulic offset Maximum working width 72.8" Turning radius inside 232.3" Drum thickness 0.87" Deutz TCD 3.6 L4 diesel engine tier 3 ISO 115 horsepower Fuel tank capacity 45 gallons Transport speed 7.5 mph Vibration frequency low/high 2,700/4,020 vpm Centrifugal force low/high 33,075/28,800 lbs. Water tank capacity 220 gallons Water system type, pressurized adjustable interval Price good on stock# J06852 only !!!!!!! Total List Price: \$155,400.00 Less HGAC-Buy 15% Discount \$ (23,310.00) Less Demo Use Credit \$ (2,019.00)	
SubTotal		\$130,071.00

Payment
TERMS: NET 30 DAYS
Machine currently has 106 hours

Freight in	Included
Tax	
TOTAL NET DUE	\$130,071.00

QUOTED PRICES FIRM FOR 30 DAYS. ALL QUOTES SUBJECT TO AVAILABILITY.

AIS Construction Equipment
4800 AIS Drive
Bridgeport, MI. 48722

Hamm HD+90ivv

Customer

Name CITY OF FLINT
Address 702 W. 12TH STREET
City FLINT State MI. ZIP 48503
Phone

Misc

Date	6/13/2018
Attn	
Rep	KANE/ROBINSON
FOB	FLINT, MI

Qty	Description
1	<p>New Hamm HD+90ivv</p> <p>Operating weight with rops 20,176 lbs.</p> <p>Deutz TCD 3.6 L4 Diesel 113 horsepower tier 4 final</p> <p>Vibration frequency low/high 2,700/4,020 vpm</p> <p>Centrifugal force low/high 15,075/18,900 lbs.</p> <p>Drum thickness .70"</p> <p>Working speed 0 - 4.0 mph</p> <p>Travel speed 0 - 7.5 mph</p> <p>Fuel tank capacity 45.7 gal</p> <p>Water tank capacity 220 gal.</p> <p>Drum width 66"</p> <p>Track offset 6.7"</p> <p>Maximum working width 72.7 "</p> <p>Standard lights</p> <p>Rotating beacon</p>
	<p>Total List Price: \$ 166,860.00</p> <p>Less HGAC-Buy 15% Discount \$ (25,029.00)</p>
	<p>SubTotal \$ 141,831.00</p>

Payment

TERMS: NET 30 DAYS

Freight in	Included
Tax	
TOTAL NET DUE	\$ 141,831.00

QUOTED PRICES FIRM FOR 30 DAYS. ALL QUOTES SUBJECT TO AVAILABILITY.

**GRAND RAPIDS**

600 AIS Drive Southwest
Grand Rapids, MI 49548
Telephone: (616) 538-2400

SAGINAW

4600 AIS Drive
Bridgeport, MI 48722
Telephone: (989) 777-0090

TRAVERSE CITY

8300 M-72 East
Williamsburg, MI 49690
Telephone: (231) 267-9513

LANSING

3600 North Grand River Avenue
Lansing, MI 48906
Telephone: (517) 321-8000

RICHMOND

65809 Gratiot Avenue
Lenox, MI 48050
Telephone: (586) 727-7311

WEST DETROIT

56555 Pontiac Trail
New Hudson, MI 48165
Telephone: (248) 437-8121

Mr. Mike Rule
Ms. Betty Wideman
City of Flint
702 West 12th Street
Flint, MI 48503

July 9, 2018

Re: Trade Value for Hamm Tandem Roller Purchase/Lease

Dear Mr. Rule & Ms. Wideman:

AIS Construction Equipment Corp. is pleased to provide you with the following trade values for a machine to be traded in on a new Hamm Tandem Roller.

1999 Ingersoll Rand Model DD70 s/n 812938: \$ 8,000.00

Please let me know if you have any questions or need any additional information. We look forward to continuing to assist you with your heavy construction equipment needs.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Robinson", with a long horizontal flourish extending to the right.

Chris Robinson
Governmental Sales Manager



19-8070

190192

(Proposal 19000563)

SUBMISSION NO.: _____

PRESENTED: 5-22-19

ADOPTED: _____

**RESOLUTION TO ROWE PROFESSIONAL SERVICES COMPANY FOR CONSTRUCTION
ENGINEERING SERVICES FOR TWO BRIDGES**

BY THE CITY ADMINISTRATOR

RESOLUTION

The Department of Purchases and Supplies solicited a proposal for construction engineering services for Torrey Rd. bridge (12th Street) over Carmen Creek reconstruction and Saginaw St. bridge over the Flint River rehabilitation; and

Rowe Professional Services Co., 540 S. Saginaw St., Suite 200, Flint, Michigan was the sole bidder from five solicitations for said requirements. Funding for said services will come from the following account: 202-441.702-801.000; and


IT IS RESOLVED, that the Proper City Officials, upon City Council's approval, are hereby authorized to enter into a contract with Rowe Engineering Inc. for construction engineering services for Torrey Rd. bridge (12th St.) over Carmen Creek reconstruction and Saginaw St. bridge over the Flint River rehabilitation in an amount not to exceed \$199,793.00. (Major Street Fund)

APPROVED PURCHASING DEPT.:



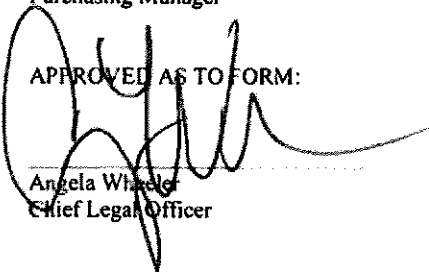
Joyce A. McClane
Purchasing Manager

APPROVED AS TO FINANCE:



Tamar A. Lewis
Deputy Finance Director

APPROVED AS TO FORM:



Angela Wheeler
Chief Legal Officer



Steve Branch, City Administrator

RESOLUTION STAFF REVIEW

DATE: May 7, 2019

Agenda Item Title: Construction Engineering (CE) Services for Torrey Road Bridge (12th Street) Over Carmen Creek Reconstruction, Saginaw St. Bridge and the Water Main at Torrey Road Bridge

Prepared By: Betty Wideman

Background/Summary of Proposed Action: The construction engineering services for the complete replacement of Torrey Road (12th St.) Bridge, minor repairs, including decking and bearings to Saginaw St. Bridge, and water main relocation at Torrey Rd. Bridge.

Financial Implications: None

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

Account No.: 202-441-702-801.000

Pre-encumbered? Yes ☒ No ☐ Requisition #190002094

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

Without this purchase order the city is in danger of losing funding from MDOT for the bridge reconstruction and repair. The bridges are in dire need of repair and without the funding the bridges may have to be shut down to prevent vehicular traffic.

Staff Recommendation: Recommend Approval

Staff Person: Betty Wideman
Betty Wideman, Transportation Division Manager

19-8071

190193

SUBMISSION NO.: _____

PRESENTED: 5-22-2019

ADOPTED: _____

Resolution Authorizing Appropriate City of Flint Officials to Do All Things Necessary to enter into MDOT Contract 19-5088, Job No. 126579CON and 129257CON for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements: 12th Street (Torrey Rd.) over Carmen Creek, Str# 2828 and Saginaw St. over Flint River Str# 2849

BY THE CITY ADMINISTRATOR:

MDOT has submitted to the City of Flint Contract 19-5088, Job No. 126579CON and 129257CON for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements: 12th Street (Torrey Rd.) over Carmen Creek, Str# 2828 and Saginaw St. over Flint River Str# 2849 and all together with necessary related work.

The present estimated project cost is \$1,344,300.00, with a Federal share of \$1,075,500, State share of \$201,700.00 and the local share of \$67,100 (City of Flint), which is the equivalent of 20% of the project cost after a deduction of Federal and State aid. The State of Michigan allows overruns without City of Flint authorization, so the City of Flint has allowed an additional \$10,000 to be used if necessary. Funding is available in account 202-441.702-801.000.

IT IS RESOLVED, that appropriate City Officials are authorized to do all things necessary to enter into MDOT Contract No. 19-5088, including local contribution of \$67,100.00 plus potential overruns in the amount of \$10,000.00 for a total of \$77,100.00. (Major Street Fund)

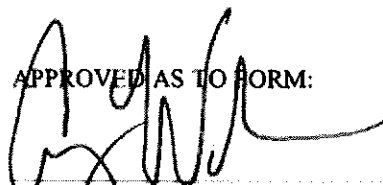
IT IS FURTHER RESOLVED, I, Dr. Karen W. Weaver, Mayor, am the duly authorized City official authorized to sign MDOT Contract 19-5088 on behalf of the City of Flint.

APPROVED AS TO FINANCE:


Tamar A. Lewis
Deputy Finance Director


Steve Branch, City Administrator

APPROVED AS TO FORM:


Angela Wheeler
Chief Legal Officer

RESOLUTION STAFF REVIEW

DATE: May 13, 2019

Agenda Item Title: MDOT – improvements: 12th Street (Torrey Rd.) over Carmen Creek, and Saginaw St. over Flint River

Prepared By: Kathryn Neumann for Betty Wideman

Background/Summary of Proposed Action: MDOT has proposed the following improvements: the removal and replacement of the bridge on 12th Street (Torrey Rd.) over Carmen Creek plus the reconstruction of the approaches to the structure. Rehabilitation work for the bridge on Saginaw St. over Flint River including deck patching, deck joint replacement, substructure repair, approach work and maintenance of traffic work, and all together with necessary related work.

Financial Implications: There is money in the account listed

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

Account No.: 202-441.702-801.000

Pre-encumbered? Yes ☒ No ☐ Requisition 190002113

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

Staff Recommendation: Recommend Approval

Staff Person: Betty J. Wideman
Betty Wideman, Transportation Division Manager

February 21, 2019

EXHIBIT I

	CONTROL SECTION			BRT 25402; BHT 25000		
	JOB NUMBER	126579CON; 129257CON		JOB NUMBER	1900(436)(450)	
	PROJECT			PROJECT		
	STRUCTURE			STRUCTURE		
	TOTAL ESTIMATED COST	FEDERAL FUNDS (EST 80%)	STATE LOCAL BRIDGE FUNDS (EST 15%)	TOTAL FEDERAL & STATE AID	BALANCE REQ. PARTY'S SHARE	
PART A - STRUCTURE AND APPROACH WORK (FEDERAL & STATE PARTICIPATION)						
Construction (Contracted)	\$ 957,200	\$ 765,800	\$143,600	\$ 909,400	\$47,800	
PART B -- STRUCTURE AND APPROACH WORK (FEDERAL & STATE PARTICIPATION)						
Construction (Contracted)	\$ 387,100	\$ 309,700	\$ 58,100	\$ 367,800	\$19,300	
GRAND TOTAL	\$1,344,300	\$1,075,500	\$201,700	\$1,277,200	\$67,100	

NO DEPOSIT REQUIRED

190194

RESOLUTION NO.: _____

PRESENTED: 5-22-19

ADOPTED: _____

**RESOLUTION TO APPROVE THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF FLINT AND BIOWORKS ENERGY, LLC**

BY THE MAYOR:

WHEREAS, the City of Flint entered into an agreement with Bioworks Energy, LLC on July 9, 2009 to for operation on the Water Pollution Control Plant.


WHEREAS, Bioworks has purchased equipment that will help generate more waste streams into the biogas facility. The equipment, known as a depackager, will process packaged food waste and turn it into a waste stream that the digesters can process.

WHEREAS, the parties have agreed that the City shall lease existing facilities to Bioworks Energy, LLC for the purpose of housing the depacking operation at the Water Pollution Control Plant. Bioworks will be responsible for all maintenance and upkeep of the facilities it uses for the duration of this Lease. The City will receive increased tipping fee revenues, electrical power production, and an increase in local economic development. The Memorandum of Understanding is attached.

WHEREAS, Mayor, Dr. Karen W. Weaver recommends approving the Memorandum of Understanding between the City of Flint and Bioworks Energy, LLC.

THEREFORE, BE IT RESOLVED that the Flint City Council approves the Memorandum of Understanding between the City of Flint and Bioworks Energy, LLC.

APPROVED AS TO FORM:



Angela Wheeler, Chief Legal Officer

FOR THE CITY OF FLINT:



Dr. Karen W. Weaver, Mayor

APPROVED AS TO FINANCE:



Tamar Lewis, Deputy Finance Director

APPROVED BY CITY COUNCIL:

Herbert Winfrey, City Council President

Depackaging Equipment and Facilities Usage Memorandum of Understanding

This Memorandum of Understanding ("MOU") is entered into as of the last date of signature on the signature page of this Agreement ("Effective Date") by and between the City of Flint ("City") whose address is 1101 South Saginaw Street, Flint, MI 48502 and Bioworks Energy LLC ("Bioworks"), whose address is 4652 Beecher Road, Flint, Michigan 48532 .

RECITALS

1. Bioworks has purchased equipment that will help generate more waste streams into the biogas facility. The equipment, known as a depackager, will process packaged food waste and turn it into a waste stream that the digesters can process.
2. The purpose of this memorandum is to establish terms of Bioworks lease of certain City Water Pollution Control ("WPC") facilities to house the depackaging operation and other equipment used to promote the digestion operation and power production. The depackaging equipment will process "food waste". Food waste may consist of refuse due to quality control, out of date and expired, mislabeled, or contaminated product that a food processor needs to have "destroyed" to reduce downstream liability.
3. The depackaging equipment separates the packaging from the food via two means. The depackaging equipment first uses centrifugal forces and water to separate packaging materials from the food. Secondly, after separation from its packaging, the food, now in a slurry, is screened to remove any remaining packaging material. The slurry is then pumped into the digestion system for further processing.
4. The depackaging equipment will assist local and regional businesses increase their sustainability by keep the food waste out of the landfill as well as decrease waste processing cost.

AGREEMENT

1. The operation of the equipment will include the receiving of tractor trailers (or smaller in size) with pallets of packaged food. The packaged food will be offloaded and processed by the equipment. The separated and screened food waste will be pumped to one of the digesters.
2. The depackaging facility operations will be operated entirely by Bioworks.
3. The tipping fees for the packaged food waste will be set and handled similar to those for all other substrates. They have been established via Change Order No. 3 to the Operating Agreement with Swedish Biogas North America, attached as Exhibit 1. The rates are market based for the inbound material and residual disposal expenses.
4. The cost of disposal for packaging materials from the depackaging operation will be borne by the Project as an operating expense. The City will not be responsible for any costs, such as landfill fees, for the disposal of the packaging remnants.
5. The City will not be responsible for any new development costs, such as equipment, building modifications, or installation expense.

6. The City is hereby leasing existing facilities for the operation at the Water Pollution Control Plant. Biogas hereby leases the Zimpro facilities for a yearly rate of \$2400.00 , unless and until the City decides to utilize these facilities for another purpose. In such a case, the City will notify Bioworks 60 days before they must vacate the premises.
7. The yearly leasing rate of the Zimpro facilities is reduced because the City will share in the tip revenue and Bioworks is responsible for updates to the Zimpro facility.
8. Bioworks estimates approximately 10,000 gallons per day (5 days per week) of waste will be generated from the depackaging operation once the operation and marketing of the service is completed.
9. Bioworks estimates tip fee revenue of approximately \$0.10 per gallon of slurry.
10. In addition to the larger waste volumes and their associated revenues, the depackaging operation will provide an advantage to the City of Flint - Bioworks partnership in maintaining a more constant stream of organic feedstocks (substrates) for the digester. The delivery of external feedstocks for the digester are not a given, and at any time the current feedstock could be diverted away from the plant to another outlet. Adding depackaging at the plant will provide greater reliability for continuous inputs of high energy feedstocks (organic loading), as its will be the only depackager in mid and southeast Michigan. In addition, the depackager operation will allow a higher level of control of the feedstocks that can be delivered into the plant as compared to the other bulk loads of liquid waste.
11. From the slurry that is produced from the depackaging operations, additional biogas will be produced. It is estimated that approximately 200 to 300 kW of electrical power will be gained from the additional biogas produced by the digestion of the food waste slurry. The additional power generation will increase the cost savings to the City through lower electrical rates.
12. The Zimpro building and complex will house the depackaging operations. There are also two outside tanks of 240,000 gallons each, and a metal shed, all of which are unused. The building also contains a 40,000 gallon in-ground tank (known as the blended sludge well) that was used for the "Zimpro" process. The tank, which has not been used for over 25 years, is to be used to receive and store the feedstocks that are generated by the depackaging operation prior to being pumped over for digestion. The tank may also be used this way for other trucked substrates, to promote more operational control over the blending of the wastes.
13. The City will maintain ownership of the facilities, including the in-ground tank, but Bioworks is responsible for all maintenance and upkeep of the facilities it uses for the duration of this Agreement. Biogas shall maintain ownership of all equipment, fixtures and other property it installs with the right to remove the same at the end of the lease. Bioworks will notify the City 60 days before ending the lease agreement.
14. It is understood that the City WPC may at some point want to install dewatering or other equipment within this same location in the future. The City will maintain its right to use the facilities when needed. In such a case, Bioworks will remove its equipment.
15. In case the City repurposes the Zimpro facilities, the City will reasonably consider Bioworks be allowed to either utilize alternative unused City facilities, or construct a structure in the vicinity of the Zimpro building in which the equipment can be relocated, subject to City of Flint approval. The costs incurred for the construction said structure will be borne by Bioworks Energy LLC, but as it would be on WPC Plant grounds, its ownership will revert to the City once Bioworks stops using it for depackaging, unless it

is dismantled and removed from the site at Bioworks expense within 90 days. Biogas may remove any equipment and other property installed in the new structure whether it removes the building or not.

16. Prior to the commencement of full operations in the building, Bioworks will bear the costs of the ceiling repainting and installation of any needed piping before using the Zimpro facilities for the new depackaging equipment. The installation of the equipment on plant grounds will further the already strong partnership that exists between the City and Bioworks by increasing tipping fee revenues, electrical power production, and spurring local economic development.
17. **Public Relations.** Biogas agrees that it shall make no reference to any contractual arrangements with the City of Flint in any advertising, promotional literature or other public statement without the prior written consent of the City's Public Information Officer, which consent shall not be unreasonably withheld or delayed, except to the extent such statement is required pursuant to any law. The parties agree to issue a press release relating to this Agreement, upon the execution of this Agreement.
18. **Environmental Protection.** Biogas shall not, directly or indirectly use any equipment to handle, process, store, transport, or dispose of any contaminants and/or Hazardous Material, (b) generate any contaminants and/or Hazardous Material in violation of Environmental Laws, (c) conduct any activity that is likely to cause a Release or threatened Release of any contaminants and/or Hazardous Material in violation of Environmental Laws, or (d) otherwise conduct any activity or use any of their equipment in any manner that is likely to violate any Environmental Law or create any Environmental Liabilities for the City. In the event any contaminants and/or hazardous materials are introduced to the depackager, Biogas shall immediately notify the City of Flint Director of Public Works and Biogas is responsible for any and all costs associated from the introduction of the contaminations or hazardous materials.

The City of Flint and Bioworks Energy LLC agrees, through its authorized representatives, to the above Depackaging Equipment Memorandum of Understanding. All other terms and conditions of the existing contract(s) between the City of Flint and Bioworks Energy LLC shall remain in effect.

BIOWORKS ENERGY LLC:

Chad L. Antle, P.E.
Chief Executive Officer

Date

CITY OF FLINT, a Michigan Municipal Corp.:

Dr. Karen W. Weaver
Mayor

Date

APPROVED AS TO FORM:

Dr. Angela Wheeler
Chief Legal Officer

Date

EXHIBIT 1

Bioworks Assignment Information

590-550.100-920.400

Submit this portion of statement with your payment. Make check payable to Metro Community Development, Inc. Please write your LOAN NUMBER on your check.

To pay the entire loan in full, call for an exact payoff balance (which will include daily interest charges not yet assessed on your account).

Loan# UST201322 Name: Chad Antle for Bio Works Payment Due Date: 5/1/2015 Installment Due: \$2,178.10	Loan# UST201322 Name: Chad Antle for Bio Works Payment Due Date: 6/1/2015 Installment Due: \$2,178.10
Loan# UST201322 Name: Chad Antle for Bio Works Payment Due Date: 7/1/2015 Installment Due: \$2,178.10	Loan# UST201322 Name: Chad Antle for Bio Works Payment Due Date: 8/1/2015 Installment Due: \$2,178.10
Loan# UST201322 Name: Chad Antle for Bio Works Payment Due Date: 9/1/2015 Installment Due: \$2,178.10	Loan# UST201322 Name: Chad Antle for Bio Works Payment Due Date: 10/1/2015 Installment Due: \$2,178.10
Loan# UST201322 Name: Chad Antle for Bio Works Payment Due Date: 11/1/2015 Installment Due: \$2,178.10	Loan# UST201322 Name: Chad Antle for Bio Works Payment Due Date: 12/1/2015 Installment Due: \$2,178.10

EM SUBMISSION NO: EMA0502015

PRESENTED: 2-11-15

ADOPTED: 2-12-15

RESOLUTION AUTHORIZING CHANGE ORDER NO. 3 TO THE OPERATING AGREEMENT WITH SWEDISH BIOGAS NORTH AMERICA

BY THE EMERGENCY MANAGER:

Pursuant to the authority granted the Emergency Manager by Public Act 436 of 2012, the Operating agreement (Contract 09-118) between the City of Flint (Licensee) and BioWorks Energy LLC (Licensor) shall be amended to provide language specific to assignability of payment; and

Bioworks Energy, LLC and the City of Flint are parties to (1) a Development Agreement dated July 9, 2009 (the "Development Agreement") for the development, construction, and installation of a biogas plant at the City's Water Pollution Control Plant; and (2) an Operating Agreement dated July 9, 2009 (the "Original Operating Agreement") for the establishment and operation of a biogas plant. The biogas plant was completed and commenced operations on September 12, 2011; and

In order to acquire the financing to procure equipment critical to the installation of the Electrical Plant and its operation it is necessary to amend the Contract with Bioworks Energy LLC, Section 16 (d) of the Operating Agreement 09-118. Said amendment will allow for the assignability of payment for the purchase of such equipment provided it is agreed upon by both The City and Licensor.

IT IS RESOLVED, that the Emergency Manager does, on behalf of the City of Flint, authorize Change Order No. 3 to Contract 09-118, Biogas Production Operating Agreement. In the case of a conflict between the terms and provisions of the original Operating Agreement and the terms and provisions of this Change Order, the terms and provisions of the Change Order shall control.

APPROVED AS TO FORM:


Peter M. Bade, City Attorney

APPROVED AS TO FINANCE:


Dawn Steele, Deputy Finance Director

EM DISPOSITION:

ENACT 2 REFER TO COUNCIL _____ FAIL _____


Gerald Ambrose, Emergency Manager

DATED: 2/12/15

CONTRACT 09-118, CHANGE ORDER 3
BIOWORKS ENERGY, LLC
OPERATING AGREEMENT

This Amended Operating Agreement (together with all exhibits and attachments to this Operating Agreement, if any, this "Agreement") is effective the day it is executed (the "Effective Date") by and between the following parties.

BioWorks Energy LLC a Michigan limited liability company ("Licensor")
PO Box 773
Grand Blanc, MI
Attention: Chief Executive Officer

(Formerly known as Swedish Biogas International LLC)

And

The City of Flint, Michigan ("Licensee")
1101 S. Saginaw
Flint, MI 48502
Telephone: (810) 766-7346
Attention: Darnell Earley, ICMA-CM, MPA, Emergency Manager

Each of Licensor and Licensee is a "Party" and they are, collectively, the "Parties."

Background

- A. BioWorks Energy LLC (formerly known as Swedish Biogas International, LLC) is a licensee under a license agreement between Swedish Biogas International AB as a licensee and Tekniska Verken i Linköping AB and Svensk Biogas i Linköping AB as licensor with respect to technology and processes associated with the generation of biogas and the application of related technologies to wastewater treatment operations.
- B. Licensor holds an exclusive sublicense from Swedish Biogas International AB under which Licensor is in a position to license for use by Licensee such technologies.
- C. Licensor and the Licensee are parties to (1) a Development Agreement dated July 9, 2009 (the "Development Agreement") for the development, construction, and installation of a biogas plant at the Licensee's water pollution control facility (the "WPC Facility"); and (2) an Operating Agreement dated July 9, 2009 (the "Original Operating Agreement") for the operation of the biogas plant, pursuant to which the Parties have been operating the biogas plant and shall continue to operate as provided herein.
- D. Pursuant to the Original Operating Agreement, the Parties entered into a license and related arrangements under which Licensor has made available to Licensee technologies and certain services, Licensee has implemented such technologies, the Parties are cooperating to maximize the benefit to Licensee of the technologies, and the Parties are splitting cost savings, and other financial benefits of the implementation of the technologies.
- E. The biogas plant was completed and commenced operations on September 12, 2011.

- F. The parties now agree to amend and restate the Original Operating Agreement on the terms stated herein.

Agreement

1. **Certain Definitions.** Without limiting any other defined term in this Agreement, the following terms will have the following meanings.
- (a) An "Affiliate" of, or a person "affiliated" with, a specific person is a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the person specified.
 - (b) "Biogas Plant" means the biogas plant as constructed at the WPC Facility and as commissioned on September 12, 2011, including the South Digester if commissioned, and use of the East Tank for External Substrate receiving.
 - (c) "Business Day" means a Monday, Tuesday, Wednesday, Thursday, or Friday upon which the United States Federal Reserve System is open for business.
 - (d) "Collateral Improvements" means all discoveries, disclosures, patent applications, and patents (including reissues and re-examinations and extensions) within the Field.
 - (e) "Control" (whether with or without initial capitals, and including the terms "controlling," "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting shares, by contract, or otherwise.
 - (f) "Core Improvements" means all inventions, discoveries, disclosures, patent applications and patents (including all reissues, re-examinations and extensions), that are developed by Licensor's or Licensee's personnel that represent improvements to the Licensor's Know-how.
 - (g) "Electrical Plant" means the electrical generation system, as the same is installed by the Licensor that utilizes the biogas produced by the Biogas Plant.
 - (h) "External Substrates" means organic waste materials used to generate biogas other than sewage sludge generated by the WPC Facility's primary and secondary clarifiers.
 - (i) "Field" means the development, design, production, marketing, sale and use of biogas using organic substrates as the raw materials source.
 - (j) "Know-How" means all designs, studies, drawings, test results, computer simulations and analyses, reports, technical information, specifications, trade secrets and confidential information within the Field, including those relating to all Core Improvements and Collateral Improvements, whether developed before or during the Term, or by Licensor's or Licensee's personnel, and including copyrighted information.

- (k) **"Licensed Product"** means the methods of improving production and the use of biogas and any modified, derivative or later generation product using the Licensed Technology. Licensed Product is not anaerobic digestion as a means to stabilize sewage sludge and the subsequent use of biogas generated there from.
- (l) **"Licensed Technology"** means the Core Improvements, the Licensor's Collateral Improvements and the Licensor's Know-how.
- (m) **"Licensee's Collateral Improvements"** means Collateral Improvements developed by Licensee's personnel.
- (n) **"Licensee's Know-How"** means all Know-how developed by Licensee's personnel.
- (o) **"Licensor Collateral Improvements"** means Collateral Improvements developed by Licensor's personnel.
- (p) **"Licensor's Know-How"** means Know-How developed by Licensor's personnel.
- (q) **"Major Improvement"** means a Core Improvement that Licensor makes after the Effective Date that is, as of the time of determination, the subject of (i) an issued patent whose term has not yet expired, or (ii) an active patent application that is being pursued with commercially reasonable diligence; in either case under the law of a World Intellectual Property Organization country.
- (r) **"Operations"** are the Plant's operations and maintenance, including, but not limited to, the production of biogas and other implementation of technologies and operations contemplated by this Agreement.
- (s) **"Person"** (whether with or without initial capitals) means an individual, a corporation, a partnership, a limited liability company, an association, a joint-stock company, a business trust, unincorporated organization, or unit of government.
- (t) **"Plant"** means the Biogas Plant and the Electrical Plant.
- (u) **"Purpose"** means the generation and use of biogas for the generation of electricity and potentially the refining, marketing, and sale of excess biogas, in connection with the operation of the Plant.

2. **License.**

- (a) **License Grant.** Subject to the terms of this Agreement, Licensor hereby grants to Licensee, for the Term and as stated in Section 13(e), non-exclusive, non-transferrable license, without right to sublicense, under the Licensed Technology to make, have made, manufacture, and use Licensed Products for the Purpose during the Term (such license being the **"License"**).
- (b) **Rights Retained.** For the avoidance of doubt, Licensor hereby retains for itself all rights in the Licensed Technology not expressly granted under this License.
- (c) **Licensee's Collateral Improvements and Know-how.** Licensee hereby grants to Licensor a perpetual (including after the Term), royalty-free license, with the right to further disclose and sublicense, the Licensee's Collateral Improvements and the

Licensee's Know-How. Licensee retains all rights to use the same for its own purposes, however.

3. **Disclosure of Know-How.** Throughout the Term, each Party shall provide the other Party copies of any Know-how as requested by the other Party, and shall make its personnel available on a reasonable basis to review and discuss Know-how and the design, development, manufacture, use, and marketing of Licensed Products that are designed, developed, manufactured or used at the Plant.
4. **Compensation, Services, and Access**
 - (a) In general, the Licensor shall have the right to act as the Licensee's agent to seek External Substrates from third parties and shall be entitled to 50% of all net income from tipping fees, if any, received for the processing of External Substrates. Acceptance of such substrates is subject to WPC Plant protocols, and approval of the WPC Supervisor.
 - (b) Licensor shall provide (or cause to be provided) all equipment, materials, labor, and management to provide for the construction and installation of an Electrical Plant within one year of the execution of this Change Order. Licensor shall provide all equipment, materials, labor and management for the operation, maintenance, interconnection, and repair of the Electrical Plant. The Electrical Plant will use biogas to produce electricity to be used entirely by the WPC Facility. Licensee will continue to maintain and operate the Biogas Plant, and produce the biogas.
 - (c) Licensor shall sell to Licensee, and Licensee shall purchase from Licensor, all the output from the Electrical Plant at a cost equal to ninety percent (90%) of the tariff in effect from Consumers Energy (or other public utility source available to the City of Flint) that would otherwise be charged to the Plant. Such rate is to be adjusted when changed by the utility. Any charges by the public utility or other source incurred by the City as a result of onsite generation of electricity, such as additional readiness to serve charges, shall be paid by the Licensee up to a limit of the 10% cost difference between the two sources of electricity. Charges in excess of WPC's electrical unit cost savings shall be paid by the Licensor.
 - (d) Compensation – Instead of the original compensation formula for overall cost savings, which was based entirely on a variable savings dependent on the amount of biosolids processed, Licensee will pay a monthly fee to the Licensor as detailed in Section 7. The fee will consist of a fixed Net Service Fee (NSF) amount and a variable commission. The variable portion shall consist of the above tipping fee revenue, and revenues from the sale of electricity (above a minimum) to the WPC Plant. The fixed portion shall compensate the Licensor for average cost savings in biosolids processing, and providing certain other services as described herein, less processing expenses.
 - (e) Electrical Plant name plate capacity range from 150 to 800 kW. An increase in capacity beyond this range may be made upon a future mutual agreement.

Licensee shall not be obligated to purchase more electrical power than the WPC Facility can effectively utilize.

- (f) **Biogas Quantity.** The Parties acknowledge that economic production of power from the biogas depends on the availability of an adequate quantity and quality of the biogas fuel. Both parties will strive to maximize gas production, within the limitations of the WPC Plant. However, the Licensee guarantees biogas production at the minimum average monthly rate set forth in Exhibit A. Licensee will pay the Licensor a minimum monthly fee for the first 150 kW of electricity, which assumes this biogas production rate, as long as the conditions listed in Exhibit A are met. This fee will not be payable unless Licensor is able to deliver the minimum 150 kW to the WPC plant for the entire month, other than periodic outages for routine or preventative maintenance.
- (g) **Biogas Quality.** Licensee shall implement reasonable measures to provide biogas of adequate quality, and the existing biogas handling equipment and Electrical Plant. In the event that the biogas quality does not meet the above standards, the Licensee shall make reasonable efforts with its own resources to restore biogas quality to an acceptable level, such as adjusting or modifying the wastewater or biosolids treatment processes.
- (h) **Storage Tank.** Generally, Licensor shall provide the use of one of its sludge tanks for storage and as a receiving tank for External Substrates, and the Licensee shall feed the digester both municipal biosolids and the External Substrates from this tank. The daily feed rates shall be set in consultation with the Licensor to create the volume of and generation rate of biogas needed to meet 100% of the fuel demands of the Electrical Plant. Use of this tank shall be subject to the needs of the Licensee for sludge storage and processing, however, and alternate processing protocols may be used as plant operational needs dictate.
- (i) **Additional Capacity.** Licensee will assist and coordinate with Licensor to accept External Substrate(s) as a means to provide funding to help effect necessary improvements, including the recommissioning of the South Tank, utilizing the equipment and materials purchased by the Licensor and as detailed in Exhibit C.
- (j) **Volumes of External Substrates.** Licensor will coordinate with Licensee to accept maximum volumes of External Substrate(s), subject to the processing needs of the plant. Licensee shall operate its downstream processes to allow acceptance of maximum volumes of substrates.
- (k) **External Substrate Management.** Licensor shall follow Licensee's protocol and restrictions for acceptance of External Substrates. External wastes that degrade WWTP effluent quality or inhibit the biological processes are not to be accepted.
- (l) **Use of Biosolids.** The Digesters must provide 40 CFR 503 Class B biosolids suitable for land application by maintaining a hydraulic residence time of 15 days

at a digester temperature equal to or greater than 95 degrees Fahrenheit. No additional fee for use of Class B biosolids will be charged to Licensee by Licensor. Required testing for the disposal of biosolids will be the responsibility of Licensee.

- (m) **Class A EQ Biosolids.** Licensor and Licensee may at the Licensee's discretion pursue the classification of the biosolids generated by the digesters to be recognized as 40 CFR 503 Class A (Exceptional Quality, EQ). Licensor and Licensee shall equally share the cost of testing required to gain Class A EQ qualification.
- (n) Licensee and Licensor shall strive to achieve the lowest of cost disposal for all of the residuals produced by the Digester. Means of disposal shall be determined at the discretion of the Licensee.
- (o) Licensor shall provide quarterly status reports to Licensee describing the accomplishments of the Biogas Plant and the Electrical Plant for that quarter, and plans and objectives for the next quarter. Reports shall include the amounts of biosolids processed, biogas produced, electricity produced, and revenue generated.
- (p) Licensor shall provide to the Licensee consulting services and training services related to the Licensed Technology.
- (q) Licensor shall provide to the Licensee up to 460 hours per year of civil engineering and project management services within the capabilities of the Licensor. Licensor shall not be required to provide engineering services outside of the Licensor's professional capabilities, expertise, and licensing.
- (r) Licensor shall provide at least one degreed engineer possessing an active Michigan civil engineering license throughout the term of this agreement. The services shall be furnished to the City on demand.
- (s) Licensor shall provide all construction according to applicable industry standards. Licensee may direct Licensor to immediately correct substandard work.
- (t) Licensee will take the following actions with respect to the Licensor and its employees:
 - (i) Grant physical access to the WPC Facility;
 - (ii) Will allow limited access to the WPC Facility's internal data management systems for read only real-time, or quasi-real time access to process information, including Plant process alarms for the purposes of monitoring, data collection, data sharing, and troubleshooting provided that (A) the Licensee's obligations under this subsection shall be subject to all applicable technical limitations, and (B) Licensor provides reasonable measures to maintain WPC facility system security, and (C) the Licensor shall be solely responsible for the improvements necessary to provide access to read only data;
 - (iii) Licensor will allow Licensee to have access to its internal data

management system located at the Plant and;

- (u) The Licensor's obligation to provide the Services shall terminate after the orderly unwinding of its Service to the Licensee upon the expiration of the Term.

5. **Ownership.** Title to the equipment described in Exhibit C shall be deemed personal property, and it is owned the Licensee.

6. **Access.** Licensee hereby grants Licensor during the Term of this Agreement access to certain facilities located at WPC and generally identified as the Digester Control Building (including the North, South, and East Sludge Tanks) in which Licensor may construct, install, locate, the Electrical Plant equipment, together with the right of ingress and egress thereto and the right to connect all such equipment of Licensor to the WPC Facility as contemplated herein. Licensor shall be permitted to use the Premises for the location, construction, installation, operation, repair, and maintenance of the Electrical Plant and all property constituting the same and for all purposes related or ancillary thereto. Access to the WPC electrical systems shall be provided subject to permissions of the WPC Supervisor or designee. Electrical modifications shall be made in accordance with plant standards, and shall not reduce the system reliability or lead to increased costs. Licensor shall correct any problems caused by the Electrical Plant.

7. **Service Fee**

- (a) **Service Fee Amount and Terms.** Licensee shall pay Licensor a Service Fee of \$14,750 per month less any expenses as determined from formulae stated in Exhibit A (Net Service Fee). Service Fee shall be adjusted on January 1st of the next calendar year in accordance with the *Consumers Price Index for Detroit-Ann Arbor-Flint (CPI-U), All Items Composite Percent Change* from the previous 12 months over the term of the agreement.

- (i) **Statement of Service Fee.** Within ten days after the conclusion of each calendar month that occurs during the Term, the Parties will jointly and in good faith prepare and agree upon a statement of the Service Fee less any applicable expenses as determined by Exhibit A, (the "Net Service Fee") for the calendar month just ended. Any failure of the Parties to agree upon such a statement of Net Service Fee will be resolved according to Section 12.

- (ii) **Payment.** Within twenty days after the conclusion of each calendar month during the Term, Licensee will pay to Licensor an amount equal to the Net Service Fee for that calendar month.

- (iii) **Disputes.** If any dispute arises over the calculation of the Net Service for any calendar month:

- A. Licensee shall pay to Licensor an amount equal to 100% of the amount of the Net Service Fee that is not disputed by the Parties in such month (the "Undisputed Amount"); and

- B. Within ten days after the conclusion of the dispute resolution process, Licensee will pay to Licensor 100% of the amount (if any) by which the total Net Service Fee in such month, as finally

determined, exceeds the Undisputed Amount in such Month.

- (iv) **Proration.** If a calendar month does not fall entirely within the Term, the payment obligations under this Section will apply to so much of the calendar month as falls into that calendar month, prorated accordingly.

- (b) **Right of Access to Books and Records.** Licensee will make available to Licensor, at reasonable times and at reasonable places, its books and records reasonably necessary to fully inform Licensor as Licensor engages in determination of the revenues, expenses and service fees.

- 8. **Prospective Operations.** At any time during the Term, either Party may request that the Parties enter into discussions with respect to composting of the digested biosolids or the production, marketing, and use of vehicle-grade methane or associated biogas fuels at, or in conjunction with, the Plant. If a Party so requests, the Parties will discuss and negotiate in good faith such matters. Any rights or obligations with respect to composting or the production, marketing, or use of such fuels will be the subject of a separate definitive agreement executed by the Parties, which will generally provide for sharing of the profits or cost savings from such activities.

9. **Infringement.**

- (a) Each Party shall give prompt notice to the other of any apparent or alleged material infringement of the Licensed Technology by third parties or any claim by third parties alleging that the Licensed Technology infringes on patent or other intellectual property rights of any third party or is otherwise invalid.
- (b) If any action is commenced against Licensor or Licensee that alleges that the Licensed Technology or the Licensed Products infringe the claims of any patent, copyright, trademark, trade secret, or other intellectual property rights, or that the technology license under this Agreement is invalid, Licensor shall have the right, but not the obligation, to defend such action in its own name and/or in the name of Licensee. Licensee shall give to Licensor notice of any action within five days of becoming aware of such action, and Licensee shall promptly furnish to Licensor all information and documents related to the Licensed Technology and the Licensed Products that are within Licensee's possession, custody or control to enable such defense to be conducted. Licensor shall have the right, but not the obligation, to resolve any matter alleging infringement by Licensor or Licensee by:
 - (i) Obtaining a license to the technology alleged to be infringed;
 - (ii) Ceasing to provide the Licensed Technology;
 - (iii) Modifying the Licensed Technology so it is no longer infringing; or
 - (iv) Terminating this Agreement.

10. **Confidentiality and Non-Competition.**

- (a) **Confidentiality.**

The Parties are parties to the Confidentiality and Non-Disclosure Agreement dated as of October 10, 2008 (the "Non-Disclosure Agreement"). Except as expressly modified by this Agreement, the terms and conditions of the Non-Disclosure Agreement shall apply to information provided by one Party to the other pursuant to the terms of this Agreement.

To the extent that the term "Proprietary Information," as defined in the Non-Disclosure Agreement does not include any of the following things, the term is hereby expanded to include the following things.

All information or documentation relating to Licensor or the Licensee, the Licensed Technology (including Licensor's Collateral Improvements and Licensor's Know-How), Licensee's Collateral Improvements and Licensee's Know-How and whether relating to competences, prices, methods of business, business or market plans, products or services (but not including general descriptions of products and services), customers, employees, statistics, agreements and contracts, market information, trademarks, trade names, designs, utility models or other intellectual property rights, blueprints, documents, engineering specifications, models, manufacturing processes; and

All other information or materials, whether written or oral, tangible or intangible, that has been marked by a Party as "confidential", "internal," "non-public" or any other similar marking or information or documentation that is customarily regarded as identifying information as confidential or proprietary.

Notwithstanding anything to the contrary in the Non-Disclosure Agreement, the confidentiality restrictions set forth in the Non-Disclosure Agreement shall be perpetual and indefinite with respect to any Proprietary Information that is a "trade secret" as defined in the Uniform Trade Secrets Act.

(b) Non-Competition.

- (i) Licensee shall not, and shall not permit any of its Senior Level Employees (as defined below) to, directly or indirectly, either for itself or for any other individual, corporation, company, partnership, joint venture, unit of government or other person or entity, other than for the direct benefit of Licensee's own internal operations as expressly permitted by this Agreement, conduct business in the Field using any Licensed Technology anywhere in the world during the Term and for the period ending on the third anniversary of the end of the Term.
- (ii) Licensee shall require each of its present and future Senior Level Employees to sign an agreement not to conduct business in the Field using any Licensed Technology for one year from the date on which such employee's employment with Licensee is terminated (for whatever reason). Such agreements shall include a statement that Licensor is an express beneficiary of Licensee's rights under such agreements. Licensee shall not be required to enforce said agreement, except that Licensee shall (A) assign to Licensor any rights that are necessary or useful to Licensor in enforcing such agreements, and (B) cooperate with Licensor's reasonable requests for information in connection with any attempt by Licensor to enforce such agreements.

- (iii) Nothing in this section shall prohibit a Senior Level Employee from working in any position for another governmental authority, whether or not such position involves the development, design, production, marketing, sale and use of biogas using organic substrates as the raw materials source.
- (iv) "Senior Level Employees" means all present and future employees who have supervisory or administrative powers with respect to the Operations.
- (c) Imposition of Confidentiality Obligations on Third Parties. Licensee will cause each person who has supervisory or administrative powers with respect to the Operations (whether employee, agent, contractor, or otherwise) that Licensee permits access to the Proprietary Information (whether by access to the Plant or otherwise) to enter into an agreement with Licensee that imposes confidentiality obligations to Licensee that are at least as restrictive as the provisions of the Non-Disclosure Agreement and of this Agreement. Additionally, such agreements shall include a statement that Licensor is an express beneficiary of the confidentiality obligations of each person.

11. Indemnification.

- (a) Design Defects. Licensor shall require the engineering services firm which designs the construction of the system implementing the Licensed Technology at the Plant to obtain customary errors and omissions insurance coverage in an amount to be agreed upon by the Licensor and the Licensee. Licensee shall be named as an additional insured under such coverage. Licensor shall provide Licensee with written evidence that the engineering services firm has obtain such coverage.
- (b) Generally. Each Party will indemnify, defend, and hold harmless the other Party from and against all damages, liabilities, costs, fines, and expenses (including, but not limited to, reasonable attorneys' fees) associated with any claim, suit, or action by a third party arising out of, or related to:
 - (i) The indemnitor's gross negligence or willful misconduct;
 - (ii) The indemnitor's acts or omissions with respect to the third party; and/or
 - (iii) Any personal injury (including death) or damage to tangible property caused by a tort of the indemnitor (except that Licensor's liability with respect to the subject matter of Section 11(a) will be limited to the amount stated in Section 11(a)).
- (c) Special Provisions regarding Licensor's Indemnification Obligations. The Parties recognize that Licensee will have primary responsibility for conducting the Operations and will have final authority over the safety and other aspects of the Operations. Accordingly, the indemnification contemplated by Sections 11(b)(ii) and 11(b)(iii) will apply to Licensor only for Licensor's intentional acts and omissions.
- (d) Defense of Claims; Representation. Each indemnified Party shall promptly furnish to the indemnifying Party all information and documents related to a claim

which is the indemnifying Party is defending. The indemnified Party may, at its sole cost and expense, retain separate counsel to represent it in, but not control, any defense or settlement of any claim controlled by the indemnifying Party pursuant to this Agreement.

12. Dispute Resolution.

(a) "Dispute" Defined. A "Dispute" includes, without limitation, any dispute, controversy or claim of whatever nature between the Parties, including, but not limited to, any arising out of or relating to this Agreement or the construction, interpretation, performance, breach, termination, enforceability or validity thereof, or the commercial, economic or other relationship of the Parties that has not been resolved in the normal course of business.

(b) Arbitration.

(i) Other than Disputes involving the validity of patents, which shall not be submitted for adjudication before any arbitral tribunal and, instead, shall be subject to the exclusive jurisdiction of the Oakland County, Michigan Circuit Courts or the Federal District Court for the Eastern District of Michigan, any Dispute shall be settled under the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association (the "Rules") by one or three neutral and impartial arbitrators appointed in accordance with said Rules. The place of arbitration shall be Oakland County, Michigan. The language of the arbitration shall be English.

(ii) The American Arbitration Association shall determine in its sole discretion whether any Dispute shall be settled by one or by three arbitrators, but the Parties will jointly recommend that the American Association appoint a sole arbitrator if, from the Request for Arbitration and Answer to the Request for Arbitration, the American Arbitration Association believes that the total amount in dispute exclusive of interest and costs is \$100,000 or less.

(iii) To the extent permitted by applicable law:

(A) The arbitration proceedings conducted under this Section 12(b) shall be confidential;

(B) Neither Party shall disclose or permit the disclosure of any information about the evidence adduced or the documents produced by the other Party in the arbitration proceedings or about the existence, contents or results of the arbitration award without the prior written consent of such other Party except in the course of a judicial, regulatory or arbitration proceeding or as may be requested by a governmental authority; and

(C) Before making any disclosure permitted by Section 12(b)(iii)(B), the Party intending to make such disclosure shall give the other Party reasonable written notice of the intended disclosure and afford the other Party a reasonable opportunity to protect its

interests.

- (iv) All expenses and fees of the arbitrator and expenses for hearing facilities and other expenses of the arbitration shall be borne equally by the Parties unless they agree otherwise or unless the arbitrator in the award assesses such expenses against one of the Parties or allocates such expenses other than equally between the Parties. Each Party shall bear its own counsel fees and the expenses of its witnesses except to the extent otherwise provided in this Agreement or by applicable law.
- (v) The decision of the arbitrator(s) will be final. The arbitrator(s) must make written findings of facts and of law. The award of the arbitrator(s) may be entered in, and enforced by, any court of competent jurisdiction.
- (c) **Recourse to Courts.** Notwithstanding anything in this Section 12 to the contrary, either Party may seek from the Oakland County, Michigan Circuit Courts or the Federal District Court for the Eastern District of Michigan any interim or provisional relief before, during, and/or after any negotiation, mediation, or arbitration of a Dispute. Seeking and/or complying with an order of a court granting such interim or provisional relief does not constitute a waiver of the dispute resolution provisions of this Section 12 and in particular does not constitute a waiver of the rights and obligations to negotiate, mediate, and arbitrate any Dispute.

13. **Term and Termination.**

- (a) **Term.** The “Term” of this Agreement shall continue until the date that is twenty one years from and after the Original Operations Agreement Effective Date unless earlier terminated as provided herein.
- (b) **Termination of Agreement.**
 - (i) **Mutual Consent.** The Parties may terminate this Agreement by mutual written consent, which consent shall describe specific arrangements with regard to the orderly unwinding and termination of the arrangements under this Agreement.
 - (ii) **Default.** Either Party may terminate this Agreement by notice to the other Party upon the material default by the other Party and the expiration of any applicable Cure Period.
 - (A) No Cure Period applies in the case of default where:
 - (I) The default, by its nature, cannot be cured by the defaulting Party; or
 - (II) The default is under Section 10.
 - (B) In all cases other than those described in Section 13(b)(i)(A), the Cure Period begins at beginning on the Business Day after receipt by the defaulting Party of notice of the default and continues for:

- (I) In the case of payment obligations, ten Business Days; and
- (II) In the case of all other defaults, the longer of:
 - (a) Twenty Business Days, or
 - (b) The actual time required to remedy the default, provided that the defaulting Party commences cure within five Business Days after receiving notice of default, notifies the aggrieved Party of the defaulting Party's intention to cure, and diligently and continuously pursues cure to completion.
- (iii) **40 CFR 503 Biosolids**
 - (A) Licensee may terminate this Agreement in the event that the Biogas Plant fails to produce a 40 CFR 503 Class B biosolids product that meets minimum regulatory requirements for land application. Licensee may not terminate this Agreement if contaminants within the biosolids are a result of influent conditions of the WPC facility which can only be controlled by the Licensee.
- (iv) **Failure to Perform Improvements**
 - (A) The establishment of an Electrical Generation Plant, as described above, shall be completed within one (1) year of the execution of this agreement.
 - (B) Failure to perform the improvements noted above shall not be defined as a breach of the agreement or the Licensor in default in the event that the Licensor is unable to obtain the necessary regulatory approvals to install and or financing to fund the improvements. If the improvements are not installed in accordance with Section 13 B (iv) (A), the Service Fee shall be reduced. Licensee and Licensor shall re-negotiate the Service Fee until such time that Licensor installs the improvements, and generates electricity. At the time that the improvements are installed, the Service Fee will return and be calculated as defined in Section 7 with the appropriate inflationary multipliers.
- (v) **Engineering Services**
 - (A) Licensee may terminate this Agreement in the event that the Licensor fails to provide services as provided in Section 4 (I).
- (vi) **Replacement Technology.**
 - (A) Licensee may terminate this Agreement at any time after the tenth anniversary of the Electrical Generation Plant acceptance date by notice to Licensor if other technology becomes available which the Licensee reasonably believes (based on prior full-scale performance of such technology at other locations) would increase the energy savings in the sludge handling at the Plant by more than

the twice the Service Fee.

- (B) The termination would be effective 180 days following Licensee's delivery of the notice of intent to terminate the Agreement. During that time the Licensor may propose process improvements to provide comparable savings and a plan for corrective action.
 - (C) If Licensor timely delivers such process improvement plan, then the Licensee will postpone the termination of this Agreement for a mutually agreeable time period, not to exceed 200 days, during which the Licensor will have the opportunity to demonstrate the efficacy of its improvements. The Licensee will then determine, in its reasonable judgment, whether such process improvement plan would actually provide savings equal to or exceeding that of the proposed new technology. If the projected savings are deemed equal to or exceeding that of the proposed new technology, then the Licensee's termination of this Agreement shall be rescinded. If the Licensee deems the projected savings to be less than that of the proposed new technology, and the Licensee still wishes to terminate, then the termination of this Agreement shall become effective within 30 days of the final determination.
- (c) Termination of License. Licensor may terminate the License (without the necessity of terminating this Agreement) under any circumstances under which Section 13(b)(ii) permits Licensor to terminate this Agreement.
 - (d) Non-Exclusive Remedy. This right of termination of this Agreement and/or the License is in addition to all other rights of the aggrieved Party, whether at law or equity.
 - (e) Effect of Termination; License; Survival.
 - (i) License.
 - (A) Termination for Licensee Breach or for Replacement Technology. If this Agreement or the License terminates in connection with a default or breach by Licensee or pursuant to Section 12(b)(iv), the License will immediately terminate and Licensee will immediately cease using all Licensed Technology and return to Licensor all of Licensee's Proprietary Information and all other tangible materials including any Licensed Technology. Termination Other than for Licensee Breach. If this Agreement terminates for any reason other than Licensee's breach or default:
 - (I) The License will continue perpetually; and
 - (II) Subject to the provisions of Section 10(b), Licensee may use the Licensed Technology as it sees fit, except that Licensee may not use any Major Improvement other than for its own internal benefit in its own Operations.
 - (ii) Survival.

- (A) Any payment obligation that accrued prior to the termination of this Agreement will survive the termination of this Agreement for any reason.
14. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES. Licensor disclaims any express or implied representations or warranties with respect to the Licensed Technology and all goods, services, and/or software under this Agreement. Licensor makes no warranty against interference with Licensee's enjoyment of the Licensed Technology or goods, services, or software, against infringement, or of fitness for any particular purpose or of merchantability.
15. LIMITATION OF LIABILITY.
- (a) Neither Party shall have liability with respect to its obligations under this Agreement for incidental, consequential, exemplary, special, punitive, or other damages, even if the Party has been advised of the possibility of such damages; and
 - (b) The liability of one Party to the other under this Agreement shall be limited to 10% of the aggregate amount of fees payable by the aggrieved Party to breaching Party, provided that if such liability arises in the first year of the Term, liability shall be limited to 10% of the aggregate amount of fees that would have accrued during the first full year of the Term assuming full performance by each party of all of its obligations under this Agreement during that period.
 - (c) The limitations contained in Sections 15(a) and 15(b) shall not apply in any of the following cases.
 - (i) Breach of a confidentiality obligation under this Agreement or any other agreement between the Parties;
 - (ii) Misappropriation or infringement by a Party of the intellectual property rights of the other Party;
 - (iii) A Party's gross negligence or willful misconduct;
 - (iv) A Party's intentional tort;
 - (v) A Party's obligation to indemnify the other Party; or
 - (vi) A claim by Licensor for payments due under Section 5.
16. Miscellaneous.
- (a) Notice. Any notice required or permitted to be given under this Agreement must be in writing and will be deemed effective (i) if given by personal delivery, upon such personal delivery, or (ii) if given by nationally-recognized courier or mail service (in either case that has real-time or near-real-time tracking) or by certified mail, at the time that the notice is delivered to the receiver's premises according to the tracking records of the courier or mail service or confirmation of receipt of certified mail. The addresses for notice for each Party are those in the preamble to this Agreement. A Party may change its address for notice by notice to the other Party.

- (e) **Sale of Rights to Licensee.** In the event that the Licensor chooses to sell the rights of this Agreement, the Licensee may purchase the rights from the Licensor for three (3) times the current yearly Service Fee rate. Payment to the Licensor for Licensor's rights of the contract shall be made over a three (3) year period of equal monthly payments.
- (f) **Severability.** If any provision of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of this Agreement shall remain enforceable.
- (g) **Counterparts.** This Agreement may be executed in one or more counterparts (including by facsimile transmission or electronic copy). The exchange of copies of this Agreement and of signature pages by facsimile transmission or e-mail shall constitute effective execution and delivery of this Agreement as to the Parties.
- (h) **Drafting Party.** No rule of law that requires that any part of the Agreement be construed against the party drafting the language will be used in interpreting this Agreement.
- (i) **Disclaimer of Partnership, Etc.** The parties do not intend, and this Agreement shall not be construed to create a partnership, association, joint venture, agency, or any other relationship other than a contract between independent parties.
- (j) **Approvals and Similar Actions.** Where agreement, approval, acceptance, consent, or similar action by either Party is required by any provision of this Agreement, such action shall not be unreasonably withheld, delayed, or conditioned.
- (k) **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without regard for conflict of law rules. Any claim, dispute, or cause of action arising out of, or related to, this Agreement that may be brought in a court may be brought only in the courts of the State of Michigan sitting in Oakland County, Michigan or in the United States District Court for the Eastern District of Michigan. Each of the Parties irrevocably consents to the jurisdiction of, and venue in, such courts.
- (l) **Insurance/Worker's Compensation.** The Licensor or any subcontractor under the direction of the Licensor shall not commence work under this contract until he has procured and provided evidence of the insurance required under this section. All coverage shall be obtained from insurance companies licensed and authorized to do business in the State of Michigan unless otherwise approved by the City's Risk Manager. Policies shall be reviewed by the City's Risk Manager for completeness and limits of coverage. All coverage shall be with insurance carriers acceptable to the City of Flint. Contractor shall maintain the following insurance coverage for the duration of the contract.

Commercial General Liability coverage of not less than one million dollars (\$1,000,000) combined single limit with the City of Flint, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, named as "Additional Insureds." This coverage shall be written on an ISO occurrence basis form and shall include: Bodily Injury, Personal Injury,

Property Damage, Contractual Liability, Products and Completed Operations, Independent Contractors; Broad Form Commercial General Liability Endorsement. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether said other available coverage be primary, contributing, or excess per Exhibit F.

Workers Compensation Insurance in accordance with Michigan statutory requirements, including Employers Liability coverage.

Commercial Automobile Insurance in the amount of not less than \$1,000,000 combined single limit per accident with the City of Flint, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, named as "Additional Insureds." This coverage shall be written on ISO business auto forms covering Automobile Liability, code "any auto."

Professional Liability - Errors and Omissions. All projects involving the use of Architects, civil engineers, landscape design specialists, and other professional services must provide the City of Flint with evidence of Professional Liability coverage in an amount not less than one million dollars (\$1,000,000). Evidence of this coverage must be provided for a minimum of three years after project completion. Any deductibles or self-insured retention must be declared to and approved by the City. In addition, the total dollar value of all claims paid out on the policy shall be declared. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention with respect to the City, its officials, employees, agents and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim, administration, and defense expenses.

- (m) Licensor shall furnish the City with two certificates of insurance for all coverage requested with original endorsements for those policies requiring the Additional Insureds. Licensor must provide, upon request, certified copies of all insurance policies. If any of the above policies are due to expire during the term of this contract, Licensor shall deliver renewal certificates and copies of the new policies to the City of Flint at least ten days prior to the expiration date. Licensor shall ensure that all subcontractors utilized obtain and maintain all insurance coverage required by this provision.
- (n) Amendment and Modification. No amendment or modification of this Agreement will have any force or effect unless in writing and signed by the Party against whom enforcement is sought.
- (o) Entire Agreement. This Agreement embodies the entire agreement and understanding of the Parties with respect to its subject matter and this Agreement supersedes all prior discussions, agreements, and undertakings between the Parties with regard to the subject matter of this Agreement.

The Parties have executed this Operating Agreement as of the Effective Date.

BIOWORKS ENERGY, LLC


Chad L. Antle, Chief Executive Officer

Date: 1/9/2015



Witness

CITY OF FLINT, a Michigan Municipal Corp.


Gerald Ambrose
Emergency Manager

Date: 3/20/15

APPROVED AS TO FORM:


Peter M. Bade
Chief Legal Officer

Date: 3/25/15

RESOLUTION STAFF REVIEW

May 7, 2019

Agenda Item Title:

Resolution to Approve the Memorandum of Understanding Between the City of Flint and Bioworks Energy, LLC

Submitted By:

Law Department

Summary of Proposed Action:

Approve Memorandum of Understanding Between the City of Flint and Bioworks Energy, LLC as part of the Operating Agreement that has been effective since 2009.

Financial Implications:

The City will receive increased tipping fee revenues. *(due to higher volume)*

Other Implications:

Electrical power production, and an increase in local economic development.

Staff Recommendation:

Approval.

Staff Person:

Whitney Frazier-Jenkins
Whitney Frazier-Jenkins

19-8069

190195

SUBMISSION NO. _____

PRESENTED: 5-22-19

ADOPTED: _____

BY THE CITY ADMINISTRATOR:

**RESOLUTION CONFIRMING THE CITY OF FLINT'S SUPPORT OF THE LOCAL
BRIDGE PROGRAM FUNDING APPLICATIONS SUBMITTED TO THE
MICHIGAN DEPARTMENT OF TRANSPORTATION**

The Michigan Department of Transportation allocates project funds to local governments to repair or rehabilitate bridges that are in pressing need of repair or new design to meet motorists' needs under the Local Bridge Program; and

The City of Flint will be submitting applications to MDOT which request that the following bridge projects be considered for funding under the FY22 Local Bridge Program: West Second Street bridge over Swartz Creek; and

In order for the aforementioned bridge projects to be eligible for funding under the local Bridge Program the City of Flint must communicate our commitment to the proposed projects and ability to fund 5% local share of construction costs if the City is awarded funding for the projects under the Local Bridge Program; and

The Department of Transportation is requesting this resolution be adopted to confirm the City's commitment to the proposed bridge projects and ability to finance the 5% local share of construction costs from funding available in the 202 Major Street Fund if the City is awarded funding for the proposed bridge projects; and

IT IS RESOLVED, that this resolution is hereby adopted to confirm the City's commitment to the proposed bridge projects and the ability to finance the 5% local share of construction costs from funding available in the 202 Major Street Fund if the City is awarded funding for the proposed bridge projects.

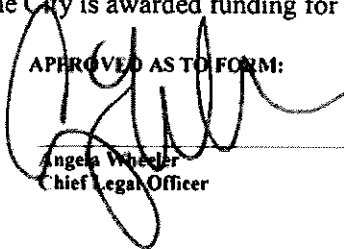
APPROVED AS TO FINANCE:



Tamar A. Lewis
Deputy Financial Director


Steve Branch, City Administrator

APPROVED AS TO FORM:



Angela Wheeler
Chief Legal Officer

RESOLUTION STAFF REVIEW

DATE: May 3, 2019

Agenda Item Title: RESOLUTION CONFIRMING THE CITY OF FLINT'S SUPPORT OF THE LOCAL BRIDGE PROGRAM FUNDING APPLICATIONS SUBMITTED TO THE MICHIGAN DEPARTMENT OF TRANSPORTATION

Prepared By: Kathryn Neumann for Betty Wideman

Background/Summary of Proposed Action: Once a year, the Michigan Department of Transportation allocates project funds to local governments to repair or rehabilitate bridges that are in pressing need of repair or new design. The City of Flint is submitting an application to rehabilitate the replace bridges on W. Second Street that meets that criteria.

Financial Implications: If awarded bridge funds, the City of Flint must pay the 5% local share of construction costs. This funding will come from the 202 major street fund. However, this resolution is only for the support of submitting applications.

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

Account No.: None

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

Staff Recommendation: Recommend Approval

Staff Person: Betty J. Wideman
Betty Wideman, Transportation Division Manager