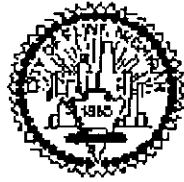


# **City of Flint, Michigan**

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



## **Meeting Agenda - Final**

**Monday, August 13, 2018**

**5:30 PM**

**Council Chambers**

### **CITY COUNCIL**

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

*Eric Mays, Ward 1*

*Maurice D. Davis, Ward 2*

*Santino J. Guerra, Ward 3*

*Kate Fields, Ward 4*

*Jerri Winfrey-Carter, Ward 5*

*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 OR ADDITIONS TO AGENDA**

*Council shall vote to adopt any amended agenda.*

**SPECIAL ORDERS**

180399 Special Order/Proposed Hearing Discussion

A Special Order to allow for discussion regarding the proposed hearing on the flow of funds from the State to the City as it relates to the water crisis.

**PRESENTATION OF MINUTES**

180400 Summary Minutes/Flint City Council/Special Meeting/July 18, 2018

Summary Minutes of the Flint City Council special meeting held Wednesday, July 18, 2018, at 5:08 p.m., in the City Council Chambers, 3rd Floor, City Hall.

180401 Summary Minutes/Flint City Council/Special Meeting/August 1, 2018

Summary Minutes of the Flint City Council special meeting held Wednesday, August 1, 2018, at 5:34 p.m., in the City Council Chambers, 3rd Floor, City Hall.

**PUBLIC HEARINGS**

180326.6 Public Hearing/Ordinance No. 180326

A Public Hearing for Ordinance No. 180326, an ordinance to amend Chapter 35 (Personnel), Article VI (Personnel Code) of the Code of the City of Flint by

the addition of Section 35-112.10 (Adoption - Job Description and Qualifications City Attorney).

**180327.6** Public Hearing/Ordinance No. 180327

A Public Hearing for Ordinance No. 180327, an ordinance to amend Chapter 35 (Personnel), Article VI (Personnel Code) of the Code of the City of Flint by the addition of Section 35-112.12 (Adoption - Job Description and Qualifications Economic Development Director).

**180328.6** Public Hearing/Ordinance No. 180328

A Public Hearing for Ordinance No. 180328, an ordinance to amend the Chapter 35 (Personnel), Article VI (Personnel Code) of the Code of the City of Flint by the addition of Section 35-112.13 (Adoption - Job Description and Qualifications Information Technology Director).

**180349.6** Public Hearing/City of Flint/Michigan Promise Zone

A Public Hearing regarding the establishment of the City of Flint as a Michigan Promise Zone. [NOTE: Under the Michigan Promise Zone Authority Act (Public Act No. 549 of 2008 - effective January 13, 2009), an eligible entity can be designated a Promise Zone, thus entitling the Zone to a percentage of State taxes which would, in turn, entitle eligible school district students to financial assistance for post-secondary education.]

## **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 COMMUNICATIONS**

**180402** Proof of Service and Petition/Michigan Tax Tribunal/Court Center Investments LLC v. City of Flint/MTT Docket No. 18-001743

Communication received July 23, 2018, re: Proof of Service and Petition filed with the Michigan Tax Tribunal by Court Center Investments LLC regarding Parcel No. 41-16-228-096.

**180403** Agenda and Attachments/Karegnondi Water Authority (KWA) Meeting

Communication received August 9, 2018, re: Agenda and attachments for the Karegnondi Water Authority (KWA) Meeting held at 2:00 p.m.,

Wednesday, August 15, 2018.

## **COMMUNICATIONS (From Mayor and Other City Officials)**

### **180404 Traffic Engineering/Closure Permits**

Sidewalk, Lane and Street Closures permits (11) dated August 2018 for requested activities/events, with noted responsibility for the placement of the required traffic control devices, and/or personnel, for the protection of traffic and event participants.

## **ADDITIONAL COMMUNICATIONS**

## **APPOINTMENTS**

### **180396 Mayoral Appointment/Deputy Director/Department of Public Works/Craig Hamilton**

Resolution resolving that the Flint City Council approves the recommendation by Mayor Karen Weaver to appoint Craig Hamilton as the Deputy Director of the Development of Public Works, at an annual compensation rate of \$81,500.00, with such earnings to be paid from Salary and Wages General Fund Acct. No. 101-371.209-702.000, Major Streets Acct. No. 202-442.100-702.000, Local Streets Acct. No. 203-442.100-702.000, Sewer Fund Acct. No. 590-536.101-702.000 and Water Fund Acct. No. 591-536.100-702.000.

## **APPOINTMENTS (May Be Referred from Special Affairs)**

### **180397 Appointment/Ethics and Accountability Board/Carol M. McIntosh**

Resolution approving the appointment of Carol M. McIntosh (6524 Cranwood Drive, Flint, MI, 48505 - Ward 1) to the Ethics and Accountability Board for a six-year term commencing August 13, 2018, and expiring June 25, 2024, as recommended by 1st Ward Councilperson Eric Mays.

## **RESOLUTIONS**

### **180264.1 Amended Resolution/Contract/City of Flint/Genesee County Land Bank (GCLB)/Demolition Reimbursement/Fire Insurance**

An amended resolution resolving that the appropriate City Officials do all things necessary to enter into a contract with the Genesee County Land Bank (GCLB), in the amount of \$263,321.78, to allow the GCLB to request reimbursement after demolishing properties they own for which there is fire insurance held by the City of Flint's Division of Building Safety and Inspections, with funds available in Acct. No. 701.000.000-389.000. [NOTE: Resolution amended to change dollar amount from \$602,084.98 to

\$263,321.78, as well as property listing.]

**180349.1**      Approval/City of Flint/Michigan Promise Zone

Resolution resolving that the Flint City Council approves the establishment of the City of Flint as a Michigan Promise Zone. [NOTE: Under the Michigan Promise Zone Authority Act, an eligible entity can be designated a Promise Zone, thus entitling the Zone to a percentage of State taxes which would, in turn, entitle eligible school district students to financial assistance for post-secondary education. The City of Flint intends to establish the city as a Promise Zone under the Act to provide tuition at a Michigan post-secondary school for eligible students who meet the minimum eligibility criteria.]

**180383**      Dell Marketing, LP/Dell Edge Network Switches, Dell Core Network Switches & Sonic Wall Firewall

Resolution resolving that the Department of Purchases and Supplies is [authorized] to issue a purchase order to Dell Marketing, LP for Dell Edge Network Switches, Dell Core Network Switches and a Sonic Wall Firewall, as requested by Information Services, in an amount NOT-TO-EXCEED \$245,976.07 [Information Services Fund Acct. No. 636-228.100-977.000].

**180384**      Three-Year Contract/DHT Transport, LLC/Disposal/Hauling/Transport/Sewage Sludge Cake

Resolution resolving that the proper city officials, upon City Council's approval, are hereby authorized to enter into a three-year contract with DHT Transport, LLC for the annual disposal/hauling/transport of sewage sludge cake, as requested by Utilities/Water Pollution Control, in an amount NOT-TO-EXCEED \$639,730.00 (\$208,000.00 for FY2019, \$213,200.00 for FY2019, and \$218,530.00 for FY2020, pending adoption of each year's respective budget [Sewer Fund Acct. No. 590-550.100-801.500].

**180385**      Annual Supply/Etna Supply/Water Main & Service Connector Parts

Resolution resolving that the Department of Purchases & Supplies is (authorized) to issue a purchase order to Etna Supply for (the annual supply of) water main and service parts, as requested by the Water Service Center, in an amount NOT-TO-EXCEED \$170,000.00 [Water Fund Acct. No. 591-540.202-726.000].

**180386**      Contract/Hatch Enterprises/50/50 Sidewalk Replacement Program

Resolution resolving that the proper city officials, upon City Council's approval, are hereby authorized to enter into a contract with Hatch Enterprises for the 50/50 sidewalk replacement program, as requested by Street Maintenance, in an amount NOT-TO-EXCEED \$125,000.00, pending adoption of the FY2018 budget [Major Street Fund Acct. No. 202-449.213-801.000 = \$25,000.00 and Local Street Fund Acct. No. 203-449.213-801.000 = \$100,000.00].

- 180387** Annual Supply/OfficeMax North America, Inc./Office Supplies/Various Departments

Resolution resolving that the Department of Purchases & Supplies is authorized to issue purchase orders to OfficeMax North America, Inc. for (the annual supply of) office supplies, as requested by various departments, in an amount NOT-TO-EXCEED \$129,440.00 for FY2019, and \$135,000.00 for FY2020 and 2021, depending on the adoption of each year's respective budget [General Fund, Major Street Fund, Local Street Fund, Police Fund, Drug Law Enforcement Fund, Sewer Fund, Water Fund, Fleet/Central Garage Fund and Other Grants Fund]; AND, resolving that the Finance Department has the discretion to spend an additional amount of no more than five (5) percent of the annual requested spend amount to OfficeMax North America, Inc. for unanticipated requests that may be submitted during the next year(s).

- 180388** Annual Supply/Solenis, LLC/Liquid Cationic Polymer

Resolution authorizing the Department of Purchases & Supplies, upon the City Council's approval, to issue a purchase order to Solenis, LLC for (the annual supply of) liquid cationic polymer grade, as requested by Water Pollution Control, in an amount NOT-TO-EXCEED \$93,000.00 [Sewer Fund Acct. No. 590-550.100-740.500].

- 180389** Three-Year Contract/Waste Management/Disposal/Biosolids Sludge Cake

Resolution resolving that the proper city officials, upon City Council's approval, are hereby authorized to enter into a three-year contract with Waste Management for the disposal of biosolids sludge cake, as requested by Utilities/Water Pollution Control, in an amount NOT-TO-EXCEED \$1,302,000.00 (\$420,000.00 for FY2019, \$432,200.00 for FY2019, and \$450,000.00 for FY2020, pending adoption of each year's respective budget [Sewer Fund Acct. No. 590-550.100-801.500].

- 180390** Final Project Plan/Water System Improvements/Designation of Authorized Project Representative/Application/Drinking Water Revolving Loan Fund (DWRF)/Distribution System Improvements

Resolution resolving that the Director of the Department of Public Works (DPW Director), a position that is currently held by Robert Binscik, is designated as the authorized representative for all activities associated with the project referenced in this resolution, including the submittal of said Project Plan as the first step in applying to the State of Michigan for a Drinking Water Revolving Loan Fund (DWRF) to assist in the implementation of the selected alternative. [NOTE: Authorities in the city have developed a proposed project plan to provide the required reliability and capacity in the city's water system through the replacement of water meters, renovations to the Dort reservoir and pumping system, renovation of the Cedar Street reservoir and pumping system, providing a secondary back-up water supply, construction of the northwest transmission main, construction of water quality monitoring facilities,

replacement of selected water mains and construction of a permanent chemical feed building at the Water Treatment Plant and associated water system improvements. The project plan was presented at a Public Hearing on July 23, 2016.]

**180391**      Budget Amendment/Transfer/Major Streets Fund/Traffic Engineering

Resolution resolving that the appropriate city officials are authorized to do all things necessary to amend the 2018-2019 adopted budget of the City of Flint (to add \$51,906.26 to the Traffic Engineering Department as follows): Major Street Fund Acct. No. 202-443.201-702.000 = \$44,838.56, Major Street Fund Acct. No. 202-443.201-719.100 = \$4,035.48, Major Street Fund Acct. No. 202-443.201-719.152 = \$1,928.49, and Major Street Fund Acct. No. 202-443.201-719.157 = \$1,103.74. Said funding is to come from the 202 Fund Balance. [NOTE: The Transportation Department's Traffic Engineering Division is requesting \$51,906.26 to cover the increase in wages for two Electricians and a Traffic Control Systems Foreman, and to reduce the position of Electrician, which is currently vacant, to a Sign/Signal Technician.]

**180392**      Charitable Gaming License/State of Michigan Lottery Charitable Gaming Division/The Flint Firebirds Foundation

Resolution resolving that The Flint Firebirds Foundation is recognized as a non-profit organization operating in the City of Flint for the purpose of obtaining a charitable gaming license as issued by the State of Michigan Lottery Charitable Gaming Division, relative to conducting charity and fundraising events, as allowed by Act 382 of the Public Acts of 1972, as amended.

**180395**      Signature on Grant Forms/Budget Amendment/Transfer of Funds/City of Flint/U.S. Department of Housing and Urban Development (HUD)/Choice Neighborhoods Planning Grant

Resolution resolving that the appropriate City of Flint officials are authorized to sign HUD 1044 forms and process a budget amendment recognizing grant revenue and corresponding appropriation of funds under Grant Code FHUD-18-CHOICE, Acct. No. 296-691.401, in the amount of \$30,000,000.00, as requested by Planning and Development. [NOTE: The city was awarded grant funding from the U.S. Department of Housing and Urban Development (HUD) Choice Neighborhoods Planning Grant. The grant will provide resources for the city and the co-applicant, Flint Housing Commission, to develop a vision for the transformation of the public housing development Atherton East.]

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

**180398**      Public Hearing/Industrial Facilities Exemption Certificate (IFEC)/Spen-Tech USA/2851 James P. Cole Boulevard

Resolution resolving that a Public Hearing to consider an Industrial Facilities

Exemption Certificate (IFEC) application for the Spen-Tech USA project, to be located within the James P. Cole Boulevard Industrial Development District, will be held at 5:30 p.m., August 27, 2018, in the City Council Chambers, 1101 S. Saginaw Street, Flint, Michigan, and the City Clerk shall cause notice of such hearing to be published in an official paper of general circulation not less than ten (10) days prior to said hearing, as requested by the Division of Community and Economic Development (DCED).

## **LIQUOR LICENSES**

## **INTRODUCTION AND FIRST READING OF ORDINANCES**

## **SECOND READING AND ADOPTION OF ORDINANCES**

**180326**      Amendment/Ordinance/Article VI/Chapter 35 (Personnel)/Section 35-112.10 (Adoption-Job Description & Qualifications)/City Attorney

An ordinance to amend the Flint City Code of Ordinances by adopting Article VI, Chapter 35 (Personnel); Section 35-112.10 (Adoption - Job Description and Qualifications), City Attorney.

**180327**      Amendment/Ordinance/Article VI/Chapter 35 (Personnel)/Section 35-112.12 (Adoption-Job Description & Qualifications)/Economic Development Director

An ordinance to amend the Flint City Code of Ordinances by adopting Article VI, Chapter 35 (Personnel); Section 35-112.12 (Adoption - Job Description and Qualifications), Economic Development Director.

**180328**      Amendment/Ordinance/Article VI/Chapter 35 (Personnel)/Section 35-112.13 (Adoption-Job Description & Qualifications)/Information Technology Director

An ordinance to amend the Flint City Code of Ordinances by adopting Article VI, Chapter 35 (Personnel); Section 35-112.13 (Adoption - Job Description and Qualifications), Information Technology Director.

## **FINAL COUNCIL COMMENTS**

## **ADJOURNMENT**





# City of Flint, Michigan

## Summary Meeting Minutes For SPECIAL CITY COUNCIL

**180400**  
Third Floor, City Hall  
1101 S. Saginaw Street  
Flint, Michigan 48502  
[www.cityofflint.com](http://www.cityofflint.com)

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

*Eric Mays, Ward 1*                      *Maurice D. Davis, Ward 2*  
*Santino J. Guerra, Ward 3*        *Kate Fields, Ward 4*  
*Jerri Winfrey-Carter, Ward 5*    *Allan Griggs, Ward 8*  
*Eva L. Worthing, Ward 9*

*Inez M. Brown, City Clerk*

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Wednesday, July 18, 2018

5:08 PM

Council Chambers

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**180340.6**      Public Hearing/Proposed Annual Action Plan/Federal Fiscal Year 2018-19  
CDBG, HOME and ESG Grants

A public hearing for the purpose of receiving public comment on the Proposed Annual Action Plan (Federal Fiscal Year 2018-19 CDBG, HOME and ESG Grants).

**HEARING HELD**



# City of Flint, Michigan

## Summary Meeting Minutes For

### SPECIAL CITY COUNCIL

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

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

*Eric Mays, Ward 1*                      *Maurice D. Davis, Ward 2*  
*Santino J. Guerra, Ward 3*        *Kate Fields, Ward 4*  
*Jerri Winfrey-Carter, Ward 5*    *Allan Griggs, Ward 8*  
*Eva L. Worthing, Ward 9*

*Inez M. Brown, City Clerk*

Wednesday, August 1, 2018

5:30 PM

Council Chambers

5:34 PM

180379

CO#1/Contract/AFSCME Local 1600 & 1799/Phase IV Lead Service Line Replacement/Pavement Right-of-Way Restoration Services

Resolution authorizing the proper City Officials to enter into Change Order No. 1 [to the contract] with AFSCME [Local] 1600 & 1799, reducing the original contract from \$4,486,500.00 to \$1,000,000.00, and transferring \$3,486,500.00 from Intercity Restoration Acct. No. 591-540.210-920.000 to Professional Service Restoration Acct. No. 591-540.210-801.030, for Phase IV of the Lead Service Line Replacement Program (WIIN & CHIP funding), as requested by the Finance Department.

**A motion was made by Councilperson Mays, seconded by Councilperson Griggs, that this matter be REFERRED TO COMMITTEE to the FINANCE COMMITTEE, due back on August 8, 2018. The motion failed by the following vote:**

**Aye:** 4 - Councilperson Mays, Councilperson Winfrey-Carter, Vice President Galloway and Councilperson Griggs

**No:** 2 - Councilperson Davis and Councilperson Guerra

**Absent:** 3 - Councilperson Fields, President Winfrey and Councilperson Worthing

**A motion was made by Councilperson Guerra, seconded by Councilperson Davis, that this matter be Adopted. The motion failed by the following vote:**

**Aye:** 3 - Councilperson Davis, Councilperson Guerra and Councilperson Winfrey-Carter

**No:** 3 - Councilperson Mays, Vice President Galloway and Councilperson Griggs

**Absent:** 3 - Councilperson Fields, President Winfrey and Councilperson Worthing

180380

FY2018-2019/Budget Amendment/Imagine Flint Neighborhood Planning Grant/Ruth Mott Foundation

Resolution resolving that the appropriate City Officials are authorized to process a budget amendment recognizing grant revenue and corresponding

appropriation of funds under Grant Code LRM-18-NPLAN, Acct. No. 296-721.200, in the amount of \$404,000.00, as requested by the Planning Division. [NOTE: The City was awarded grant funding from the Ruth Mott Foundation for the implementation of the Imagine Flint Neighborhood Planning Initiative.]

**A motion was made by Councilperson Guerra, seconded by Councilperson Davis, that this matter be Adopted. The motion carried by the following vote:**

**Aye:** 5 - Councilperson Davis, Councilperson Guerra, Councilperson Winfrey-Carter, Vice President Galloway and Councilperson Griggs

**Absent:** 4 - Councilperson Mays, Councilperson Fields, President Winfrey and Councilperson Worthing

180396

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

PRESENTED: 8-7-18

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

**RESOLUTION APPROVING THE APPOINTMENT OF CRAIG HAMILTON AS  
DEPUTY DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS**

**BY THE MAYOR:**

Pursuant to Flint City Charter Section 4-202A, the Mayor of the City of Flint hereby appoints Craig Hamilton as the Deputy Director of the Department of Public Works.

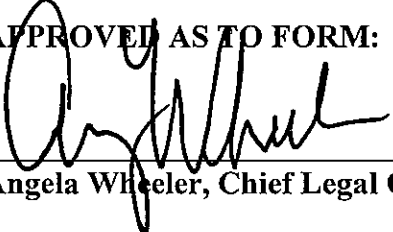
**WHEREAS**, the Deputy Director of the Department of Public Works shall, under the supervision of the Director of the Department of Public Works, be responsible for performing executive level administration, supervisory and technical work in directing the activities of a full-service public works department which includes transportation, sanitation, and utilities/water services.

**WHEREAS**, the Deputy Director of the Department of Public Works shall be paid based on a yearly salary of \$81,500.00. This salary shall be payable in regular biweekly installments, in the same manner that other employees of the City are paid. Such earnings shall be paid from accounts 101-753.200-702.000, 202-442.100-702.000, 203-442.100-702.000, 590-536.101-702.000, and 591-536.100-702.000.

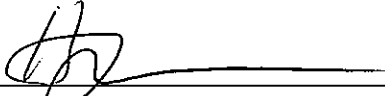
**WHEREAS**, Mayor Karen Weaver recommends that Craig Hamilton be appointed as Deputy Director of the Department of Public Works.

**NOW THEREFORE BE IT RESOLVED**, that the Flint City Council approves the recommendation by Mayor Karen Weaver to appoint Craig Hamilton as Deputy Director of the Department of Public Works.

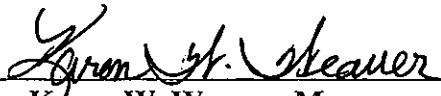
**APPROVED AS TO FORM:**

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

**APPROVED AS TO FINANCE:**

  
\_\_\_\_\_  
Hughey Newsome, Chief Financial Officer

**FOR THE CITY OF FLINT:**

  
\_\_\_\_\_  
Dr. Karen W. Weaver, Mayor

**APPROVED BY CITY COUNCIL:**

\_\_\_\_\_  
Herbert Winfrey, City Council President

## **Craig R. Hamilton**

5726 Hummingbird Lane

Clarkston, MI 48346

Cell: (248) 431-3269

Home: (248) 812-3032

craig\_924@hotmail.com

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### **Career Plan**

To obtain a position within your organization that will utilize my education and experience in Biology, Chemistry and Computers to benefit your organization's goals. This along with my outstanding people skills, ability to take on and finish new challenges, I would be a great asset to your company.

### **Professional Development**

June 2010 – Current

#### **Director of Laboratory Operations; Precision Testing Laboratories**

Directed daily laboratory operations, responsible for the analytical results produced by the laboratory as well as management of all laboratory personnel. Developed a continuing education curriculum, safety procedures, and confirmed that both were being followed and that they were in compliance with OSHA standards. Responsible for preparing laboratory budget, accruing and invoicing monthly financial activities, managing accounts receivables and payment reconciliations, and monthly financial, quarterly, and annual closes. Developed and implemented policies and procedures for analytical processes. Applied for and successfully achieved COLA and CLIA certifications for the laboratory, serving as the qualifying officer.

June 2008 – June 2010

#### **High Throughput Analytical/Reactor Operator; The Dow Chemical Company**

Daily set-up, operation, record keeping, maintenance, and troubleshooting high throughput GPC. Dissolving 48-sample polymer libraries (generated in the PPR-48 reactors) in 1, 2, 4-trichlorobenzene for analytical analyses. Running the Rapid TCB Solubles screen. Daughtering (diluting) 48-sample polymer libraries. Running and monitoring the setup routines and the actual experiment. Depositing samples onto wafers for DSC, FTIR. Coordinate experiments with others involved in the analytical workflow process.

June 2002 – June 2008

#### **Deputy; Oakland County Sheriff's Department**

Maintaining and enforcing procedures and regulations to ensure security is maintained at the jail facility. Distributing meals, bedding and supplies to inmates. Transporting inmates to authorized facilities, ensuring that security procedures are followed. Physically restrain individuals as necessary. Also had limited experience in the crime lab, entailing fingerprint, ballistics and drug analysis.

### **Professional Affiliations**

2013 – 2017

#### **Clarkston Community Schools Board of Education.**

Elected in 2012, elected as Board Secretary in 2013. Serve as a liaison to several schools. Chair of the policy committee, ensuring that School Board Policies comply with current state and federal regulations. Manage an \$80 million budget and achieved a balanced budget in my first year.

2012 – 2017

#### **Board President; Clarkston Area Youth Assistance Board of Directors**

Responsible for providing direction for the organization. A member of the golf outing committee which develop and plan the fundraising outing. Coordinate with the local township governments, Oakland County Government, Oakland County Courts, and local volunteers to provide services such as summer camp for low income families, homework club and community education with the goal of strengthening youth and families; to reduce the incidence of delinquency, abuse and neglect through volunteer involvement.

## **Education**

<b>Master of Science</b> , April 2006 <i>Oakland University</i>	Major: Chemistry <i>Rochester, Michigan</i>
<b>Bachelor of Science</b> , April 2001	Major: Chemistry
<b>Bachelor of Science</b> , April 2001 <i>University of Michigan-Flint</i>	Major: Molecular Biology/Biotechnologies. <i>Flint, Michigan</i>

## **Computers**

Extensive experience with software including Microsoft Office (Word, Excel, PowerPoint) as well as Microsoft operating system (Windows Vista, 7 and 8), Foxfire, Internet Explorer, Outlook, as well as installing and maintaining software programs. I also have experience in the set-up, installation and maintenance of computer networks. I have taken computer classes in web design, computer programming, hardware installation/repair, and software installation/repair.

## **Skills & Capabilities**

- Goal driven leader who maintains a productive climate and confidently motivates, mobilizes, and coaches employees to meet high performance standards.
- Exceptional listener and communicator who effectively conveys information verbally and in writing.
- Highly analytical thinking with demonstrated talent for identifying, scrutinizing, improving, and streamlining complex work processes
- Seasoned professional whose honesty and integrity provide for effective leadership and optimal business relationships.

## **Hobbies & Interests**

- |                |                |
|----------------|----------------|
| ▪ Reading      | ▪ Snowmobiling |
| ▪ Scuba Diving | ▪ Softball     |
| ▪ Golf         | ▪ Bowling      |
| ▪ Boating      | ▪ Gardening    |

*References available upon request*

## TERMS OF APPOINTMENT

The Mayor of the City of Flint hereby appoints **Craig Hamilton** as Deputy Director of the Department of Public Works in accordance with the provisions of Flint City Charter §§ 4-101, 4-203(D) & 1-501.

1. **Scope of Services:** Under the general supervision of the Mayor, the Deputy Director of the Department of Public Works shall be responsible to support the Director of the Department of Public Works in the day-to-day oversight of the Department of Public Works of the City on behalf of the Mayor as deemed necessary and; he shall be subject to all work rules and policies established by the City of Flint.

2. **Term of Appointment:** The appointment shall commence on August 20, 2018, and shall continue at the will of the Mayor.

3. **Compensation:** The Deputy Director of the Department of Public Works shall be paid a salary based on an annual compensation rate of Eighty-One Thousand Dollars Five-Hundred (\$81,500.00). The salary shall be payable in regular timely installments, in the same manner as other employees of the City of Flint are paid. Such earnings shall be paid from account 101-753.200-702.000, 202-442.100-702.000, 203-442.100-702.000, 590-536.101-702.000 & 591-536.100-702.000, Wages & Salaries.

4. **Benefits:** The Deputy Director of the Department of Public Works shall be provided with fringe benefits at a similar level as any other high level exempt employee including, but not limited to health care coverage, dental insurance, life insurance, personal time off, retirement, etc.; but expressly excluding membership in the Civil Service System. The Deputy Director of the Department of Public Works shall be 100% vested at all times, with respect to his own contributions.

For the purposes of providing to the Deputy Director of the Department of Public Works the above compensation and fringe benefits, the City of Flint shall place the Deputy Director of the Department of Public Works on the City's regular payroll so that all of said compensation and fringe benefits shall be provided to the Deputy Director of the Department of Public Works in the same manner as other employees of the City of Flint.

5. **Indemnification and Insurance:** The City of Flint shall indemnify and provide appropriate insurance coverage for the Deputy Director of the Department of Public Works for any attorney's fees, reasonable costs, and damage awards incurred by the Deputy Director of the Department of Public Works as a result of any malpractice action brought against him by any person as a result of his performance of duties pursuant to his Appointment. To the fullest extent permitted by law, the City of Flint shall defend, pay on behalf of, indemnify and hold harmless the Deputy Director of the Department of Public Works against any and all claims, demands, suits, or losses, including, but not limited to, civil rights actions, and providing for all costs connected with, and for any damages which may be asserted, claimed, or recovered against or from the Deputy Director of the Department of Public Works by reason of any injuries or damages including losses that may arise as a result of his acts, omissions, faults or negligence in connection with the performance of the terms of his appointment. The City of Flint shall provide appropriate insurance coverage, although, the full indemnification of the Deputy Director of the

Department of Public Works as articulated above shall not be in any way limited by the insurance coverage chosen by the City of Flint.

6. **Termination:** The City may terminate, without cause, the Agreement (and the resultant employment relationship) with the Deputy Director of the Department of Public Works before the expiration set forth herein. In the event the Agreement is terminated without Good Cause, the Deputy Director of the Department of Public Works shall be entitled to accrued PTO.

The Deputy Director of the Department of Public Works may voluntarily terminate the Agreement before the expiration of the term set forth herein by providing fourteen (14) days advanced written notice, unless agreed upon by the Parties. In the event the Agreement is terminated pursuant to the subsection, the Deputy Director of the Department of Public Works shall be entitled to accrued PTO.

If the term of appointment expires prior to reappointment, resignation, or termination by either party, the Deputy Director of the Department of Public Works' appointment is automatically extended on a month-to-month basis for a maximum of six (6) months.

**"GOOD CAUSE".** For purposes of the Agreement the term "good cause" is defined as sole proven acts or omissions as follows:

A. Any willful, knowing, grossly negligent, or negligent breach, disregard or habitual neglect of any provision of the Agreement, or any willful, knowing, grossly negligent, or negligent breach, disregard or habitual neglect of any duty or obligation required to be performed by the Deputy Director of the Department of Public Works under the Agreement or applicable law.

B. Any misconduct of the Deputy Director of the Department of Public Works involving an act of moral turpitude, criminal illegality (excepting minor traffic violations), or habitual violations of the traffic laws, whether or not related to the Deputy Director of the Department of Public Works official duties here under.

C. Any willful, knowing, grossly negligent, or negligent misapplication or misuse, direct or indirect, by the Deputy Director of the Department of Public Works, of public or other funds or other property, real, personal, or mixed, owned by or entrusted to the City, any agency or corporation thereof, or the Deputy Director of the Department of Public Works in his official capacity.

7. **Waiver of Claims:** Appointee agrees, in consideration for accepting payment pursuant to the Agreement, that Appointee will not file a lawsuit or claim of any type in any forum against the City for actions arising in any way related to employment by the City, and if Appointee does, the lawsuit or claim will be immediately dismissed; and, notwithstanding the fact that the terms of the Agreement shall otherwise remain in full force and effect, Appointee will return to the City all of the consideration received from the City as a result of the Agreement, and Appointee will pay to the City all of the costs, expenses, and attorney fees



incurred by the City in defending against such a lawsuit or claim. However, nothing in the Agreement shall prevent Appointee from filing suit to challenge the Agreement or to enforce the terms of the Agreement.

8. **Whole Agreement:** Any additions, deletions or modifications to these terms of appointment must be in writing and signed by both parties. The document, consisting of three (3) pages in its entirety, embodies the entire agreement between the parties hereto.

Dated the \_\_\_\_\_ day of August 2018.

**APPOINTEE:**

\_\_\_\_\_  
**Craig Hamilton**

**FOR THE CITY:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Dr. Karen W. Weaver, Mayor**

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

S:\AWO\Terms of Appointment\Craig Hamilton\Hamilton Terms Appt 08.07.2018 (Deputy Director of DPW).doc

# 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: 8/6/2018 No. 2082

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

## Appointment Deputy Director DPW

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

Review and Approval:	IN	OUT	Approval
1. City Attorney (Form Only):	8-6-18	8/6/2018	<i>A. W.</i>
2. Finance			
3. Mayor			

**Please call Jennifer at ex. 2082**

180264.1

Resolution: \_\_\_\_\_

Presented: 7-23-2018

Adopted: \_\_\_\_\_

**Resolution, based on the Memorandum of Understanding in place between the City and the Genesee County Land Bank, to enter into a contract for \$263,321.78 to allow them to request reimbursement after demolishing properties they own for which there is fire insurance held by the City's Division of Building Safety and Inspections**

**By the Mayor:**

The Division of Building Safety and Inspections within the Department of Planning and Development has identified \$263,321.78 in fire insurance funds held by the city for properties owned by the Genesee County Land Bank (GCLB); and

Those funds can only be used to pay for the demolition cost of the property to which they are attached – legally they cannot be used for any other purpose; and

The existence of these funds has the potential to close the gap between existing resources that the GCLB has slated to demolish these buildings and the total cost, allowing for more dangerous buildings to be demolished without any financial outlay by the City; and

The City of Flint has a Memorandum of Understanding in place with the GCLB to allow for an executed contract to be put in place for the total amount of fire insurance settlement funds held for Authority-owned properties targeted for demolition to allow the City will reimburse the GCLB for demolition work undertaken on those properties for the lesser of the cost of demolition or the amount of funds held in escrow funds for the subject property; and

Entering into a contract with the GCLB for \$263,321.78 will allow them to request reimbursement after demolishing properties they own for which there is fire insurance held by the City's Division of Building Safety and Inspections; and

Funds are available in the 701.000.000-389.000 account; and

**IT IS RESOLVED**, that the above referenced contract will be approved and that the appropriate City of Flint officials are hereby authorized to do all things necessary to enter into contract with the GCLB in the amount of \$263,321.78 from account 701.000.000-389.000.

**APPROVED AS TO FORM:**

**APPROVED BY FINANCE:**

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

\_\_\_\_\_  
Hughey Newsome, Chief Financial Officer

**ADMINISTRATION:**

**CITY COUNCIL:**

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**Dr. Karen W. Weaver, Mayor**

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**Herbert Winfrey, Council President**

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## **RESOLUTION STAFF REVIEW**

**Date:**

July 23, 2018

**Agenda Item Title:**

Resolution, based on the Memorandum of Understanding in place between the City and the Genesee County Land Bank, to enter into a contract for \$263,321.78 to allow them to request reimbursement after demolishing properties they own for which there is fire insurance held by the City's Division of Building Safety and Inspections

**Prepared By:**

Suzanne Wilcox, Director, Planning and Development Department

**Background/Summary of Proposed Action:**

The Division of Building Safety and Inspections within the Department of Planning and Development has identified \$263,321.78 in fire insurance funds held by the city for properties owned by the Genesee County Land Bank (GCLB) and those funds can only be used to pay for the demolition cost of the property to which they are attached – legally they cannot be used for any other purpose. By allowing the GCLB to demolish buildings they own with the understanding of being reimbursed by the fire insurance funds, it enables the demolition of more dangerous buildings without any financial outlay by the City.

The City of Flint has a Memorandum of Understanding in place with the GCLB (enclosed) to allow for an executed contract to be put in place for the total amount of fire insurance settlement funds held for GCLB-owned properties targeted for demolition to allow the City will reimburse the GCLB for demolition work undertaken on those properties for the lesser of the cost of demolition or the amount of funds held in escrow funds for the subject property.

**Financial Implications (i.e., budget, account information)**

Instead of these withheld insurance funds remaining unused by the City, they will be used for their specified purpose. The city has no financial outlay of funds.

**Budgeted Expenditure:**      Yes \_\_\_ No X **Please explain, if no:**

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

701.000.000-389.000 (Reserve for Fire Escrow)

**Accounts Verified:** \_\_\_\_\_

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

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

**APPROVAL**

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Director, Planning and Development

ParcelNo	PropertyAddress	BondNo	Held	STATUS UPDATE	FUNDING
40-01-128-007	205 W JAMIESON ST	B05-0117	\$6,875.00	Funded Demo	HHF 4 5
40-01-154-018	311 W. Jackson Ave.	B13-00055	\$8,295.00	Funded Demo	HHF 4 5
40-01-252-051	2927 Bonbright St.	B13-00051	\$6,250.00	Funded Demo	HHF 4 5
40-01-254-013	402 E DARTMOUTH ST	B09-0035	\$5,718.12	Funded Demo	HHF 4 5
40-01-258-034	213 E. Baker St.	B11-00051	\$5,423.63	Funded Demo	HHF 4 5
40-01-355-021	516 W. Paterson St.	B12-00040	\$8,129.00	Completed Demo	HHF 1 2 3
40-01-451-029	1913 Adams Ave.	B11-00047	\$1,682.00	Completed Demo	HHF 1 2 3
40-02-177-012	1509 W. Dartmouth	B07-0255	\$3,937.50	ON HOLD	HHF 4 5
40-02-259-014	2535 Proctor Ave.	B11-00038	\$2,750.00	Funded Demo	HHF 4 5
40-02-456-001	1213 W. Paterson St.	B07-0252	\$7,304.00	Completed Demo	HHF 1 2 3
40-02-477-002	913 W. Hamilton Ave.	B15-00013	\$8,426.00	Funded Demo	HHF 4 5
40-11-134-029	1409 Forest Hill Ave.	B14-00028	\$4,746.00	Funded Demo	HHF 4 5
40-11-204-005	2517 Concord St.	B14-00020	\$8,295.00	Funded Demo	HHF 4 5
40-11-280-032	1912 Prospect St.	B06-0214	\$2,334.00	Completed Demo	MBEG
40-11-480-025	971 Perry St.	B13-00036	\$8,129.00	Completed Demo	HHF 1 2 3
40-12-103-008	1618 Dupont St.	B13-00017	\$8,129.00	Completed Demo	HHF 1 2 3
40-24-480-002	1325 Lincoln Ave.	B10-0007	\$2,231.25	Completed Demo	HHF 1 2 3
41-04-177-027	3109 DAKOTA AVE	B17-00003	\$12,262.00	Funded Demo	HHF 4 5
41-04-460-008	3606 Churhill Ave.	B14-00021	\$4,086.00	Funded Demo	HHF 4 5
41-05-201-016	2205 Thom St.	B12-00043	\$3,750.00	Completed Demo	HHF 4 5
41-05-302-020	1509 New York Ave.	B11-00085	\$5,080.92	Completed Demo	NSP 1 2
41-05-381-014	1814 E. Hamilton Ave.	B12-00049	\$8,129.00	Funded Demo	HHF 4 5
41-05-401-025	2205 Deleware Ave.	B12-00033	\$7,873.00	Completed Demo	HHF 1 2 3
41-08-106-005	1512 Illinois Ave.	B12-00024	\$6,667.50	Completed Demo	HHF 1 2 3
41-08-210-004	2208 Wisconsin Ave.	B11-00086	\$3,750.00	Completed Demo	HHF 1 2 3
41-08-256-007	2302 Nebraska Ave.	B14-00024	\$4,297.64	Funded Demo	HHF 4 5
41-16-378-020	1916 Tebo St.	B13-00001	\$2,937.50	Completed Demo	HHF 1 2 3
41-17-381-018	2010 Burr Blvd.	B12-00032	\$9,248.00	Completed Demo	NSP 1 2
41-29-104-051	4318 Red Arrow Rd.	B08-0306	\$7,443.00	Completed Demo	HHF 1 2 3
41-30-158-005	853 Major St.	B11-00073	\$7,873.00	Completed Demo	HHF 1 2 3
46-26-227-024	816 W. Alma Ave.	B08-0322	\$4,321.17	Completed Demo	NSP 1 2
46-26-252-007	6406 Fleming Rd.	B12-00006	\$79.00	Completed Demo	HHF 1 2 3
46-26-401-023	1220 W. Home Ave.	B13-00050	\$8,129.00	Completed Demo	HHF 1 2 3
46-26-451-037	5219 Kermit St.	B15-00001	\$3,402.81	Completed Demo	HHF 1 2 3
46-26-455-018	1301 Bolan Dr.	B10-00050	\$3,861.50	Completed Demo	HHF 1 2 3
46-26-477-018	5513 Glenn Ave.	B11-00044	\$7,860.00	Completed Demo	NSP 1 2
46-35-202-006	5114 Kermit St.	B11-00064	\$7,812.00	Completed Demo	HHF 1 2 3
46-35-405-003	4026 Burgess St.	B12-00054	\$6,822.49	Completed Demo	HHF 4 5
46-35-479-030	3705 RACE ST	B16-00002	\$7,873.00	Funded Demo	HHF 4 5
46-36-102-037	618 W. Morengo Ave.	B06-0188	\$1,000.00	Completed Demo	HHF 1 2 3
46-36-203-021	230 E. Marengo Ave.	B12-00056	\$11,038.75	ON HOLD	HHF 4 5
46-36-229-008	406 E. Philadelphia Blvd.	B15-00017	\$4,462.00	Completed Demo	HHF 1 2 3
46-36-453-010	309 E. Van Wagoner Ave	B06-0207	\$7,304.00	Completed Demo	NSP 1 2
47-31-378-011	836 Carton St.	B07-0292	\$7,304.00	Funded Demo	HHF 4 5
<b>Total</b>			<b>\$263,321.78</b>		



**Dr. Karen W. Weaver**  
Mayor

**CITY OF FLINT**  
**DEPARTMENT OF PLANNING AND DEVELOPMENT**  
Division of Community and Economic Development



**Steve Branch**  
Interim City Administrator

**MEMORANDUM OF UNDERSTANDING**

WHEREAS, the Genesee County Land Bank Authority, a public body corporate organized pursuant to the Michigan Land Bank Fast Track Act, MCL 124.751-124.774, (the "Authority"), is available to demolish vacant and blighted structures in the City of Flint, (the "City"); and

WHEREAS, the City is participating in the fire insurance withholding program to escrow the lesser of 25% or the maximum withholding amount as allowed by Sections 500.2227 and 500.2845 of the Michigan Insurance code, of a fire insurance settlement for losses which meet established criteria to real property within the boundaries of the City of Flint; and

WHEREAS, the City has obtained through ordinance procedures the right to demolish structures located in the City of Flint with funds collected and escrowed; and

WHEREAS, the City represents and warrants that its ordinance procedures are valid; and

WHEREAS, the Authority obtains ownership of properties with escrowed funds through tax foreclosure; and

WHEREAS, the Authority is willing and able to allocate grant funding, if available, to complete the demolition of the properties if the amount set aside in escrow is insufficient; and

NOW THEREFORE, the City and Authority agree as follows:

1. The City may contract with the Authority to demolish selected properties not to exceed the amount of the escrow received by the City.
2. Once an executed contract exists for the total amount of fire insurance settlement funds held for Authority-owned properties targeted for demolition, the City will reimburse the Authority for demolition work undertaken on those properties for the lesser of the cost of demolition or the amount of funds held in escrow funds for the subject property.
3. The Authority will demolish the properties after first obtaining all necessary federal, state and local permits.
4. The Authority may leverage funds from grants received as available to complete the demolition of selected properties if the cost of demolition exceeds the escrow amount.





**Dr. Karen W. Weaver**  
Mayor

**CITY OF FLINT**  
**DEPARTMENT OF PLANNING AND DEVELOPMENT**  
Division of Community and Economic Development



**Steve Branch**  
Interim City Administrator

5. To the extent permitted by law, the City will defend, indemnify, and hold the Authority harmless from any and all claims brought against the Authority by any one challenging the legality of the demolition.
6. This agreement shall remain in effect in perpetuity or until such a time as either party terminates this agreement in writing via a thirty (30) day notice to the second party.

**ACCEPTED: Genesee County Land Bank**

**BY:**

**TITLE: Executive Director**

**APPROVED AS TO FORM:**

  
Legal Officer

**THE CITY OF FLINT**  
**A MUNICIPAL CORPORATION**

**BY:**

**Dr. Karen W. Weaver**  
Mayor



## Division of Community & Economic Development

Dr. Karen Weaver  
Mayor

Steve Branch  
Interim City Administrator

### Good Standing Certification

#### Applicant and/or Business Clearance

All applicants for City of Flint funded programs, including federal programs, must remain current and not in default on any obligations related to taxes, fines, penalties, water service, licenses or other forms of penalties.

APPLICANT NAME: Genesee County Land Bank Authority

HOME ADDRESS: \_\_\_\_\_

DBA: \_\_\_\_\_

BUSINESS ADDRESS: 452 S. Saginaw St., Flint MI 48502

Please include addresses of all properties in the name of other current and/or former businesses, parent company, subsidiaries and/or divisions. Also, please include all former names used while conducting business with the City.

~~This section to be completed by the Department of Finance - Customer Service Div.~~

Please check the following divisions for the status of current and delinquent obligations owed to the City of Flint. Please circle the appropriate response for each division.

WATER DIV.  
PROPERTY TAXES DIV.  
INCOME TAX DIV.  
ENFORCEMENT

CURRENT  
CURRENT  
CURRENT  
CURRENT

DELINQUENT  
DELINQUENT  
DELINQUENT  
DELINQUENT

~~This section to be completed by the Department of Community and Economic Development~~

DCED/EDC:      CURRENT      DELINQUENT  
(108 Loans, EDC loans, mortgage repayments, etc)

N/A

gd 12-5-17  
City of Flint DCED Representative and Date

If delinquencies exist, please indicate the date, type and amount of obligation:

[Signature] 12/05/17  
DCED Staff Person and Date

Karla Hower 11/30/17  
City of Flint Customer Serv. Representative and Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/12/2018

PRODUCER (810) 694-2050 FAX: (810) 694-2055

Lake Agency, Inc  
A Lighthouse Company  
1537 East Hill Road  
Grand Blanc MI 48439-5186

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURED

Berridge Place LLC And  
Genesee County Land Bank  
452 S. Saginaw St  
Flint MI 48502-1826

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Home-Owners

26638

INSURER B: Accident Fund Ins Co of Amer

10166

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY				
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	14051484	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY				
	<input type="checkbox"/> ANY AUTO *	4797917900	4/1/2018	4/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				BODILY INJURY (Per accident) \$
	GARAGE LIABILITY				
	<input type="checkbox"/> ANY AUTO				PROPERTY DAMAGE (Per accident) \$
					AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EA ACC AGG \$
	EXCESS / UMBRELLA LIABILITY				
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WCV6111174	4/26/2018	4/26/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The City of Flint and its officers, agents and employee's are added as additional insureds with respects to the above captioned general liability policy 30 days notice of cancellation included.

## CERTIFICATE HOLDER

City of Flint  
1101 S. Saginaw St.  
Flint, MI 48501

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Cort Niemi/KHAMMO

ACORD 25 (2009/01)  
INS025 (200901).01

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**SAM Search Results**  
**List of records matching your search for :**

**Record Status: Active**  
**DUNS Number: 003805105**  
**Functional Area: Entity Management, Performance Information**

<b>ENTITY</b>	GENESEE COUNTY LAND BANK	Status:Active
DUNS: 003805105	+4:	CAGE Code: 5BA47 DoDAAC:
Expiration Date: Sep 20, 2018 Has Active Exclusion?: No Debt Subject to Offset?: No		
Address: 452 S SAGINAW ST		
City: FLINT		State/Province: MICHIGAN
ZIP Code: 48502-1826		Country: UNITED STATES

180349.1

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

PRESENTED: 8-8-2018

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

**RESOLUTION REGARDING THE CITY OF FLINT'S INTENT TO ESTABLISH A  
MICHIGAN PROMISE ZONE**

**BY THE MAYOR:**

**WHEREAS,** On January 13, 2009, the Michigan Promise Zone Authority Act, Act No. 549 of 2008, became effective; and

**WHEREAS,** Under this Act an eligible entity can be designated a Promise Zone thus entitling the Zone to a percentage of State taxes which would, in turn, entitle eligible school district students to financial assistance for post-secondary education.

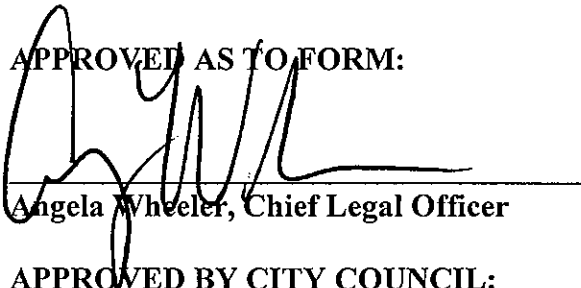
**WHEREAS,** A public hearing was held on Monday, August 13, 2018 to provide the opportunity for public comment on the proposed Resolution to establish The City of Flint as a Michigan Promise Zone.

**WHEREAS,** The City of Flint has the intent to establish the City of Flint as a Promise Zone under the Act to provide tuition at a Michigan post-secondary school for eligible students who meet the minimum eligibility criteria.

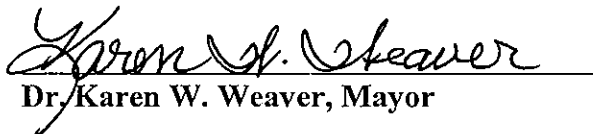
**WHEREAS,** Mayor, Dr. Karen W. Weaver recommends the approval of the establishment of the City of Flint as a Michigan Promise Zone.

**THEREFORE, BE IT RESOLVED** that the Flint City Council approves the establishment of the City of Flint as a Michigan Promise Zone.

**APPROVED AS TO FORM:**

  
Angela Wheeler, Chief Legal Officer

**FOR THE CITY OF FLINT:**

  
Dr. Karen W. Weaver, Mayor

**APPROVED BY CITY COUNCIL:**

\_\_\_\_\_  
Herbert Winfrey, City Council President

18-0117  
(Bid #19000004)

180383  
SUBMISSION NO.: \_\_\_\_\_

PRESENTED: 8-8-18

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

**RESOLUTION TO DELL COMPUTERS**

BY THE CITY ADMINISTRATOR:

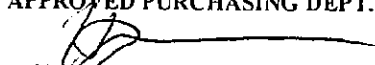
**RESOLUTION**

The Finance Department Division of Information Services has requested Dell Edge Network Switches, Dell Core Network Switches and a SonicWall Firewall; and

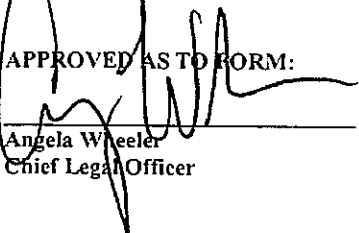
Dell Marketing, LP, One Dell Way, Round Rock, Texas was the lowest vendor to submit a price and has submitted a cost to purchase said Dell switches and firewall through the State of Michigan MiDeal program contract #071B6600111. Funding for said services will come from the following account: 636-228.100-977.000; and

IT IS RESOLVED, that the Department of Purchases and Supplies is to issue a purchase order to Dell Marketing, LP for Dell Edge Network Switches, Dell Core Network Switches and a SonicWall Firewall in the amount not to exceed \$245,976.07. (Information Services Fund – in the account listed above)

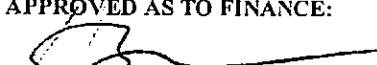
APPROVED PURCHASING DEPT.:

  
\_\_\_\_\_  
Hughie Newsome  
for Purchasing Department

APPROVED AS TO FORM:

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

APPROVED AS TO FINANCE:

  
\_\_\_\_\_  
Hughie Newsome  
Chief Financial Officer

  
\_\_\_\_\_  
Steve Branch, City Administrator

## STAFF REVIEW

**DATE:** July 24, 2018

**Agenda Item Title:** Resolution to Dell for Switches and Firewall

**Prepared By:** V Foster

**Background/Summary of Proposed Action:**

Dell Marketing currently provides the City of Flint with its computers and networking systems. Dell is the recommended vendor under the MiDEAL Extended Purchasing Program (see Contract 071B6600111).

**Dell Edge Network Switches** - In order to upgrade the City's phone system, an upgrade of the Edge Network Switches to POE (Power Over Ethernet) switches is necessary. These switches are located throughout all of our buildings that allow network connectivity to computers and printers, as well as other networking devices. The new phones will connect to the edge switches as well to take advantage of VOIP (Voice Over IP) technology. The cost for this upgrade is \$160,917.93.

**Dell Core Network Switches** - The core switches reside in the Data Center and all closet switches connect to them. These switches are easily and inexpensively upgradeable, which should prevent the need to upgrade in the next 10 years. Dell is offering the equipment at a reduced price that includes a higher-end model for the price of the next lowest model. The cost of this upgrade is \$37,735.20.

**SonicWall Firewall** - The current firewall is difficult to manage. With the increased level of attacks the City faces, a firewall that the current staff can more easily configure and use to prevent these attacks from being successful is needed. This firewall will allow us to do that and is supported by Dell. The total cost will be \$47,322.94 for the upgrade of the firewall.

By going with all Dell switches, the City will have access to Dell's Open Manage Suite. This will allow the IT Department to manage both the Edge and Core switches from one interface. The total cost for all three purchases is \$245,976.07 and includes Dell's 5-year support and maintenance.

**Financial Implications**

None

**Pre-encumbered?** ☒ **Yes** Requisition #180001007

**Budgeted Expenditure?** ☒ **Yes**

**Account No.:** 636-228.100-977.000

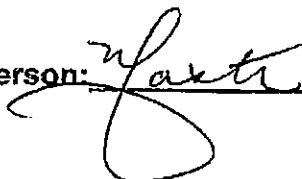
**Other Implications (i.e., collective bargaining):**

None

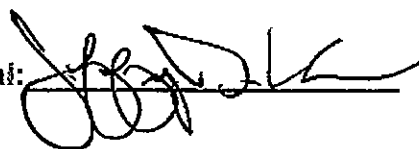
**Staff Recommendation:**

It is the recommendation of the Finance Department's IT Division that the City purchase the necessary equipment from Dell Marketing to upgrade its current networking system, phone switches, and firewall to ensure the highest level of service and protection, as per the attached quotes (30000025826881.5, 30000028530411.9, and 30000025830412.9).

**Staff Person:**



**Approval:**



18-6419

180384

(Purchasing No. 19000526)

SUBMISSION NO.: \_\_\_\_\_

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

8-8-18

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

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO DHT TRANSPORT LLC FOR HAULING OF SEWAGE SLUDGE**

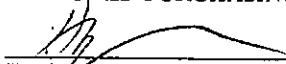
**RESOLUTION**

The Department of Purchases & Supplies has solicited proposals for a three year disposal hauling/transport of sewage sludge cake as requested by the Utilities Division Water Pollution Control; and

DHT Transport, LLC, 2695 W. Vassar Road, Reese, Michigan 48757 was the sole responsive proposer from solicitations for said requirements. Funding for said services will come from the following account: 590-550.100-801.500; and

IT IS RESOLVED, that the Proper City Officials, upon City Council's approval, are hereby authorized to enter into a three year contract with DHT Transport, LLC for the annual disposal hauling/transport of sewage sludge cake in an amount not to exceed \$639,730.00. (Sewer Fund) \$208,000 FY19 in the account reference above; \$213,200 pending adoption of the FY20 budget; \$218,530 pending adoption of the FY21 budget

APPROVED PURCHASING DEPT.:

  
\_\_\_\_\_  
Hughley Newsome  
for Purchasing Department

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Angela Wheeler  
City Attorney

APPROVED AS TO FINANCE:

  
\_\_\_\_\_  
Hughley Newsome  
Chief Financial Officer

  
\_\_\_\_\_  
Steve Branch, City Administrator

FY 19 – KRN



## RESOLUTION STAFF REVIEW

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July 3, 2018

**Agenda Item Title:** Biosolids Cake Hauling Services

**Background/Summary of Proposed Action:**

WPC is required to dispose of treated sludge offsite. Contracts are needed with a suitable licensed landfill and a hauling company to transport and dispose of the cake. WPC does not have the capacity to haul the cake to the landfill. Therefore it is imperative that an agreement for said services be available.

**Financial Implications:**

Please approve a three year agreement for Sludge Hauling for fiscal years 2019, 2020, and 2021. The FY2019 budgeted amount is \$208,000.00, future allocations to be determined upon budget adoption. Use account number 590-550.100-801.500.

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

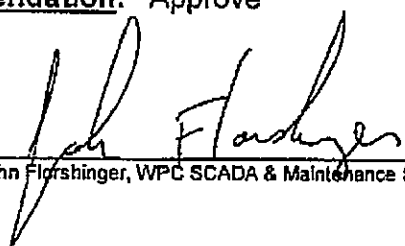
**Account No.:** 590-550.100-801.500 - \$208,000.00

**Pre-encumbered:** Yes: ☒ No: ☐ Requisition: 180000362

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

**Staff Recommendation:** Approve

**Staff Person:**

  
John Florshinger, WPC SCADA & Maintenance Supervisor

18-6420

180385

(Proposal #19000524)

SUBMISSION NO.: \_\_\_\_\_

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

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

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO ETNA SUPPLY FOR WATER MAIN AND SERVICE CONNECTOR PARTS**

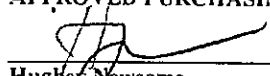
**RESOLUTION**

The Department of Purchases & Supplies has solicited proposals for water main and service connection parts as requested by Water Service Center; and

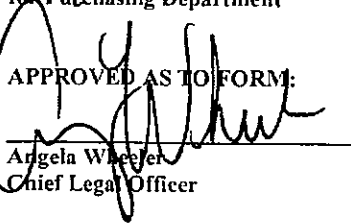
Etna Supply, 2395 Lapeer Rd., Flint, Michigan was the lowest responsive bidder from six (6) solicitations for said requirements. Funding for said services will come from the following account: 591-540.202-726.000; and

IT IS RESOLVED, that the Department of Purchases and Supplies is to issue a purchase order to Etna Supply for water main and service parts in an amount not to exceed \$170,000.00. (Water Fund - in the account reference above)

APPROVED PURCHASING DEPT.:


  
\_\_\_\_\_  
Hughley Newsome  
for Purchasing Department

APPROVED AS TO FORM:

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

APPROVED AS TO FINANCE:

  
\_\_\_\_\_  
Hughley Newsome  
Chief Financial Officer

  
\_\_\_\_\_  
Steve Branch, City Administrator

FY 19 – KRN

## RESOLUTION STAFF REVIEW

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**DATE:** 4-6-18

**Agenda Item Title:** Water Main/Service Repair Parts

**Prepared By:** Cheri Priest, WSC Administrative Manager

**Background/Summary of Proposed Action:** The Water Department requests a purchase order be issued for the purchase of water main repair parts, service parts and any other items which may be required for the repair of water mains, hydrants and water services.

**Financial Implications:** Adequate funding has been allocated in the below listed account.

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

**Account No.:** 591-540.202-726-000 \$170,000.00

**Pre-encumbered?** Yes ☒ No ☐ Requisition # 180000564

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

**Staff Recommendation:** Recommend Approval

**Staff Person:** Robert Brincat  
(Dept. Head or other authorized staff)

SEALED BIDS RECEIVED PURCHASING DEPARTMENT ON MAY 29, 2018  
FOR WATER MAIN & SERVICE CONNECTION PARTS  
PROPOSAL #18-571

Core & Main 6575 23 Mile Rd. Shelby Township, MI	Ferguson Waterworks 4540 Eagles Nest Court Flushing, MI	Etna Supply 2395 Lapeer Rd. Flint, MI
\$1,933.09*	\$2,113.69 \$2,261.65**	\$2,121.91

\* Did not bid as specified.

\*\* Local preference 7%

## MEMORANDUM

**TO:** Hughey Newsome  
Chief Financial Officer

**FROM:** Robert Binesik *RB*  
Director of Public Works

**DATE:** July 19, 2018

**SUBJECT:** Bid Recommendation –Water Service Repair Parts

Recommend that proposal #19-524 for the above items be awarded to Etna Supply Company. Per my department conversation with the lowest bidder, they advised that they quoted part prices for AY McDonald (although the alternative parts being quoted is not noted on the bid as is required). The difference in the bids is approximately \$40.00 after the city discount. The Water Department is well established at this time using Ford parts and I would like to continue this practice.

18-0711

180386

(Purchasing No. 1700040)

SUBMISSION NO.: \_\_\_\_\_

PRESENTED: 8-8-18

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

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO HATCH ENTERPRISES FOR  
50/50 SIDEWALK REPLACEMENT PROGRAM**

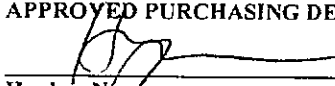
**RESOLUTION**

On July 12, 2017, the Proper City Officials were authorized to enter into a contract with Hatch Enterprises, 4463 Miller Rd., Flint, Michigan bids for the 50/50 sidewalk replacement program in the amount of \$125,000.00 as requested by the Street Maintenance Division; and

Hatch Enterprises has agreed to honor their pricing at the same terms and conditions through June 30, 2019. Funding for said services will come from the following accounts: 202-449.213-801.000 (\$25,000.00), 203-449.213-801.000 (\$100,000.00); and

IT IS RESOLVED, that the Proper City Officials, upon City Council's approval, are authorized to enter into change order #1 to the contract with Hatch Enterprises for 50/50 sidewalk replacement program at the same terms and conditions in the amount not to exceed \$125,000.00. (Major Street Fund, Local Street Fund - in the account reference above)

APPROVED PURCHASING DEPT.:

  
\_\_\_\_\_  
Hughie Newsome  
for Purchasing Department

APPROVED AS TO FORM:

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

APPROVED AS TO FINANCE:

  
\_\_\_\_\_  
Hughie Newsome  
Chief Financial Officer

  
\_\_\_\_\_  
Steve Branch, City Administrator

## RESOLUTION STAFF REVIEW

---

**DATE:** July 19, 2018

**Agenda Item Title:** Hatch Enterprises

**Prepared By:** Kathryn Neumann for Betty Wideman, Interim Transportation Director

**Background/Summary of Proposed Action:** The 50/50 sidewalk program allows residents to pay 50% of the cost of replacement sidewalks and the City picks up the other 50%. Sidewalk replacement bids were solicited in 2017 and the City received two bids and the award was split between the two bidders (Hatch Enterprises and KMI Road Maintenance). Both bidders were asked if they would extend their prices an additional year. KMI Road Maintenance declined and Hatch Enterprises agreed to extend their pricing through June 30, 2019.

**Financial Implications:** Funding is available in the account listed below.

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

**Account No.:** 202-449.213-801.000, 203-449.213-801.000

**Pre-encumbered?** Yes ☒ No ☐ Requisition # 18001006

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

**Staff Recommendation:** Recommend Approval

**Staff Person:** Betty J. Wideman  
Betty Wideman, Interim Transportation Director

18-6411

180387

(Proposal #190000528)

SUBMISSION NO. \_\_\_\_\_

PRESENTED: 8-8 18

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

**RESOLUTION TO OFFICEMAX NORTH AMERICA, INC. FOR OFFICE SUPPLIES**

BY THE CITY ADMINISTRATOR:

**RESOLUTION**


The Department of Purchases and Supplies is requesting the issuance of purchase orders to procure office supplies to various departments; and

The Department of Purchases & Supplies is requesting to enter into a three (3) year agreement for said supplies from OfficeMax North America, Inc., 260 Shuman Blvd., Naperville, Illinois 60563 through the Oakland County, MI Purchasing Division America Saves cooperative procurement contract #0003209 in the amount not to exceed \$129,240.00. Funding will come from account numbers: 101-101.100-726.000 (\$4,000), 101-171.100-726.000 (\$1,000), 101-172.100-726.000 (\$750), 101-191.100-726.000 (\$2,200), 101-191.201-726.000 (\$800), 101-215.200-726.000 (\$4,500), 101-253.200-726.000 (\$1,900), 101-253.202-726.000 (\$2,000), 101-253.203-726.000 (\$2,000), 101-253.204-726.000 (\$500), 101-257.100-726.000 (\$2,500), 101-262.100-726.000 (\$6,000), 101-262.100-726.000 (\$4,000), 101-266.100-726.000 (\$3,450), 101-270.100-726.000 (\$2,500), 101-302.100-726.000 (\$1,500), 101-305.200-726.000 (\$4,500), 101-308.200-726.000 (\$4,500), 101-308.202-726.000 (\$500), 101-315.100-726.000 (\$5,500), 101-337.100-726.000 (\$1,700), 101-371.209-726.000 (\$3,500), 202-442.100-726.000 (\$1,400), 202-443.201-726.000 (\$2,000), 203-449.201-726.000 (\$2,000), 207-315.204-726.000 (\$3,000), 226-528.201-726.000 (\$500), 265-308.206-726.000 (\$1,500), 274-748.100-726.000 (\$5,000), 296-649.500-726.000 (\$9,500), 296-171.500-726.000 (\$6,800), 296-691.400-726.000 (\$4,000), 296-721.200-726.000 (\$3,500), 542-371.100-726.000 (\$1,300), 542-748.139-726.000 (\$440), 542-748.140-726.000 (\$4,000), 590-540.208-726.000 (\$2,750), 591-540.202-726.000 (\$2,750), 590-550.100-726.000 (\$3,250), 590-550.202-726.000 (\$3,250), 591-536.100-726.000 (\$1,500), 591-545.200-726.000 (\$4,000), 636-228.100-726.000 (\$4,000), 661-451.100-726.000 (\$3,000); and

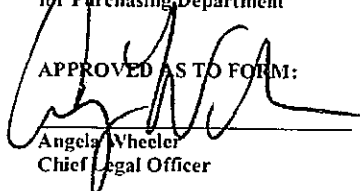
IT IS RESOLVED, That the Department of Purchases & Supplies is authorized to issue purchase orders to OfficeMax North America, Inc. for office supplies in an amount not to exceed 129,240.00 for FY19 and amounts not to exceed \$135,000.00 for FY20 and FY21. (General Fund, Major Street Fund, Local Street Fund, Police Fund, Drug Law Enforcement Fund, Sewer Fund, Water Fund, Fleet/Central Garage Fund, Other Grants Fund per the above)

BE IT FURTHER RESOLVED, that the Purchasing Department has the discretion to spend an additional amount of no more than 5% of the annual requested spend amount to OfficeMax North America, Inc. for unanticipated requests that may be submitted during the next year.

APPROVED PURCHASING DEPT.:

  
Hughey Newsome  
for Purchasing Department

APPROVED AS TO FORM:

  
Angela Wheeler  
Chief Legal Officer

APPROVED AS TO FINANCE:

  
Hughey Newsome  
Chief Financial Officer  
Steve Branch, City Administrator

FY19 - KRN



## RESOLUTION STAFF REVIEW

**DATE:** July 12, 2018

**Agenda Item Title:** Office Max North America, Inc.

**Prepared By:** Kathryn Neumann for Hughey Newsome

**Background/Summary of Proposed Action:**

The purpose of this resolution is to enter into a three year cooperative agreement with Office Depot/Office Max for office supplies. During FY18 the City of Flint participated in a State of Michigan contract with Staples Office Supply. After further communications with Staples and other competitors, the Purchasing Department has determined there would be potential additional savings in awarding new purchases to Office Depot/OfficeMax under a new three year agreement. This new agreement will match the agreement currently utilized by Oakland County, MI as part of their due diligence in procurement sourcing through the America Saves cooperative purchasing agreement (copy attached).

An evaluation by the Purchasing Department of 70 repetitively purchased items under the FY18 Staples agreement versus Office Depot/OfficeMax could have netted the City of Flint an additional 20% savings for the same purchases. This new contract offers 600 standard office supply items aggressively priced. Pricing for items other than the contract agreement items are web pricing less 20%. There is also a web price match for any pricing found cheaper elsewhere. Staples does not offer this service. The City of Flint is also allowed to customize pricing on an additional fifty (50) products most frequently used over and above the 600 standard supply items.

This program will rebate 1% of all purchases made through a full year back to the City of Flint. When comparing purchases made from the past year using Staples versus the new Office Depot/OfficeMax contract, the City of Flint will realize additional savings in office supply items. Based upon the previous year evaluation, there would have been an immediate savings of up to 20-22% under the new proposed agreement.

**Financial Implications:** Funding is available in the accounts listed below.

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


**Account No.:** The appropriate department's 726.000 account and

**Pre-encumbered?** Yes ☐ No ☒ Requisition #

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

**Staff Recommendation:** Recommend Approval

**Staff Person:** \_\_\_\_\_

  
Hughey Newsome, Chief Financial Officer

SKU	Item Description	Sell UOM	Qty	Avg Sell Price	Office Depot SKU	Office Depot UOM	Office Depot QTY	Office Depot Price	Comparison Savings
13291	PRT/WRT COLORCODE 1-1/4RND GRN	PK	1	\$4.69	943860	PK	400	\$4.29	
13292	PRT/WRT COLORCODE 1-1/4RND RED	PK	1	\$4.69	943864	PK	400	\$4.99	
31307	BIC ROUNDSTIC BP MED BLUE 60	PK	1	\$3.43	255876	BX	60	\$3.43	
31307	BIC ROUNDSTIC BP MED BLUE 60	PK	1	\$3.43	255876	BX	60	\$3.43	
31307	BIC ROUNDSTIC BP MED BLUE 60	PK	2	\$3.43	255876	BX	60	\$3.43	
45905	LABEL 2020YG CODING RND YEL GL	PK	1	\$4.69	943902	PK	400	\$4.99	
48455	LABEL 2020OG CODING RND ORG LO	PK	1	\$4.69	943886	PK	400	\$5.28	
50551	G2 GEL PEN BLU .7MM FINE PT	PK	1	\$30.89	790801	DZ	12	\$22.73	
50552	G2 GEL PEN BLK .7MM FINE PT	PK	1	\$30.89	790761	DZ	12	\$19.96	
50552	G2 GEL PEN BLK .7MM FINE PT	PK	1	\$30.89	790761	DZ	12	\$19.96	
72213	HALF FOLD TOILET SEAT COVR DISP	EA	1	\$6.49	533301	EA	1	\$5.97	
73627	MARKER 24148 MARKMASTR JMBO BK	EA	2	\$3.79	927500	EA	1	\$3.59	
82647	STPLS STAN VIEW BNDR 2IN BLK	EA	20	\$6.23	326212	EA	1	\$6.10	
85620	SPLS BULK MOUSEPAD LATTICE	EA	1	\$4.19	899507	EA	1	\$3.24	
101538	EXAM GLOVE VYL PFREE LG 100/BX	BX	1	\$5.01	565562	BX	100	\$5.48	
102402	STINER CHAIR	EA	1	\$143.94	980707	EA	1	\$109.99	
102745	TONER FAX COLLECTION	EA	2	\$20.99	868550	EA	1	\$12.08	
105791	STICKIES 1.5X2 REC YLW 12PK	DZ	1	\$0.99	442306	PK	12	\$0.06	
107250	SHARPIEWRITER MECH PENCL 7MM 12	DZ	1	\$2.50	181529	DZ	12	\$2.36	
108230	HP 950XL BLK/951 CLR INK 4PK	PK	4	\$93.99	434207	EA	700	\$88.57	
108230	HP 950XL BLK/951 CLR INK 4PK	PK	1	\$93.99	434207	EA	700	\$88.57	
108965	SF4 SPEEDPOINT STAPLES 5000CT	BX	4	\$1.82	221051	BX	5000	\$1.97	
108965	SF4 SPEEDPOINT STAPLES 5000CT	BX	2	\$1.82	221051	BX	5000	\$1.97	
112276	STAPLES STD STAPLES 25000CT	PK	1	\$5.82	432255	PK	25000	\$3.31	
112284	5000CT STANDARD STAPLES	BX	2	\$1.80	320960	BX	5000	\$0.81	
112284	5000CT STANDARD STAPLES	BX	2	\$1.80	320960	BX	5000	\$0.81	
112680	STAPLES #33-RBRR BND5 1/4 LB	PK	3	\$2.18	856333	EG	212	\$1.50	
113407	STAPLES BRAND 26 TAB A-Z	ST	2	\$5.29	574698	ST	1	\$4.06	
116392	BOSTON 1800 ELEC SHRPNR	EA	1	\$23.79	158949	EA	1	\$19.19	
116657	STPLS 3TAB FF LTR MANILA 100PK	BX	1	\$4.14	810838	BX	100	\$3.20	
116657	STPLS 3TAB FF LTR MANILA 100PK	BX	3	\$4.14	810838	BX	100	\$3.20	
116657	STPLS 3TAB FF LTR MANILA 100PK	BX	4	\$4.14	810838	BX	100	\$3.20	
116657	STPLS 3TAB FF LTR MANILA 100PK	BX	4	\$4.14	810838	BX	100	\$3.20	
116657	STPLS 3TAB FF LTR MANILA 100PK	BX	1	\$4.14	810838	BX	100	\$3.20	
116657	STPLS 3TAB FF LTR MANILA 100PK	BX	1	\$4.14	810838	BX	100	\$3.20	
116657	STPLS 3TAB FF LTR MANILA 100PK	BX	15	\$4.14	810838	BX	100	\$3.20	
116657	STPLS 3TAB FF LTR MANILA 100PK	BX	1	\$4.14	810838	BX	100	\$3.20	
116657	STPLS 3TAB FF LTR MANILA 100PK	BX	5	\$4.14	810838	BX	100	\$3.20	
124867	WASTE 28QT BLACK PLASTIC	EA	1	\$4.14	566143	EA	1	\$3.61	
126967	SPLS 8.5X14 COPY CS	CT	1	\$40.95	196643	CT	5000	\$40.25	
126967	SPLS 8.5X14 COPY CS	CT	2	\$42.78	196643	CT	5000	\$42.10	
127035	SPLS 8.5X14 COPY RM	RM	4	\$4.33	593395	RM	500	\$4.73	
127035	SPLS 8.5X14 COPY RM	RM	1	\$4.33	593395	RM	500	\$4.73	
129684	SCOTCH TAPE DISPENSER BLK	EA	1	\$8.54	173303	EA	1	\$9.70	
130674	STAPLES BLACK TAPE DISPENSER	EA	3	\$2.46	173336	EA	1	\$1.81	
130674	STAPLES BLACK TAPE DISPENSER	EA	1	\$2.46	173336	EA	1	\$1.81	
130674	STAPLES BLACK TAPE DISPENSER	EA	3	\$2.46	173336	EA	1	\$1.81	
130674	STAPLES BLACK TAPE DISPENSER	EA	1	\$2.46	173336	EA	1	\$1.81	
132741	POST-IT LABEL ROLL PINK 1IN	EA	1	\$6.99	563524	PK	1	\$5.99	
143297	STAPLES #64-RBRR BND5 1/4 LB	PK	1	\$2.18	856057	BG	110	\$1.50	
163360	SPLS 3TAB FF LGL MANILA 100PK	BX	1	\$11.03	810848	BX	100	\$5.73	
163360	SPLS 3TAB FF LGL MANILA 100PK	BX	9	\$11.03	810848	BX	100	\$5.73	
163360	SPLS 3TAB FF LGL MANILA 100PK	BX	3	\$11.03	810848	BX	100	\$5.73	
163360	SPLS 3TAB FF LGL MANILA 100PK	BX	1	\$11.03	810848	BX	100	\$5.73	
163360	SPLS 3TAB FF LGL MANILA 100PK	BX	1	\$11.03	810848	BX	100	\$5.73	
176511	2 1/4INX130 ADDING MACHINE RLS	DZ	2	\$7.39	109862	PK	12	\$4.54	
189989	CLOREX WIPES VALUE PK 2X75CT	PK	1	\$10.49	149407	PK	150	\$10.22	
199685	SPLS 8OL SURGE 330QJ 6FT BLACK	EA	4	\$21.62	950157	EA	1	\$20.01	
200428	MODEL #50050 STPLS CARTRIDGE	BX	1	\$8.43	806725	EA	1	\$5.99	
201350	STAPLES 1SUB 8X10.5 WIDE 6PK	PK	3	\$7.45	293799	PK	6	\$3.29	
202680	CLEANR WINDEX TRGR 32OZ	EA	1	\$4.78	347930	EA	1	\$4.93	
205882	AVY LSR LBL 3000PK 1X2 5/8	BX	1	\$23.84	364364	BX	3000	\$20.55	
205882	AVY LSR LBL 3000PK 1X2 5/8	BX	1	\$23.84	364364	BX	3000	\$20.55	
211540	SCOTCH 6PK 34X650 MAGIC TAPE	PK	2	\$9.41	256633	PK	6	\$9.30	
223164	UNIVERSAL T.S. 3/4R RIBBON	EA	4	\$2.23	802860	EA	1	\$1.03	
225087	SUPER SORTER BLACK MESH	EA	1	\$17.60	737851	EA	1	\$18.99	
225087	SUPER SORTER BLACK MESH	EA	1	\$17.60	737851	EA	1	\$18.99	
225089	WALLWORKS MESH 5 SLOT BLACK	EA	1	\$26.40	867935	PK	3	\$18.19	
225103	MESH PENCIL CUP BLACK	EA	1	\$3.52	346437	EA	1	\$0.59	
225103	MESH PENCIL CUP BLACK	EA	2	\$3.52	346437	EA	1	\$0.59	
225103	MESH PENCIL CUP BLACK	EA	1	\$3.52	346437	EA	1	\$0.59	
226347	CUP DODDAD SMALL MESH BLACK	EA	1	\$3.08	169972	EA	1	\$0.79	
233601	3X5 RULED INDX CRD 500 CT	PK	5	\$4.23	1376470	PK	500	\$1.66	
235855	PILOT BETTER BP FN BLK DZ	DZ	2	\$13.99	189217	DZ	12	\$13.99	
257386	READY INDEX A-Z COLOR 1PK	ST	15	\$3.18	470229	ST	1	\$2.70	
260828	SPLS HNGPKT 3.5IN LTR STDGRN 4	PK	5	\$13.48	768830	PK	4	\$13.29	
263236	LYSOL SPRAY FRESH SCENT 19 OZ	EA	1	\$7.35	422469	EA	1	\$6.49	
264184	BLACK #747 FULL STRIP STAPLER	EA	4	\$20.99	808675	EA	1	\$16.40	
266262	RECYCLED 1/5 STD GRN HANG-50PK	BX	2	\$6.96	810994	BX	25	\$9.35	
277417	WVVB LARGE DIGITAL WALL CLOCK	EA	1	\$87.98	750466	EA	1	\$68.29	
279358	PAPERMATE INKJOY 550RT 0.7MM	DZ	1	\$21.29	556667	DZ	12	\$21.10	
285833	SCOTCH 2RLS BOX SEALING WDSPPNR	PK	1	\$28.39	443814	ST	2	\$26.29	
303628	SHARPIE MARKR FINE BLK 5PK	PK	1	\$5.79	134000	PK	5	\$5.79	

317313	STAPLES REMOVER CURVE HANDLE BK	EA	2	\$2.45	344734	EA	1	\$0.87
317313	STAPLES REMOVER CURVE HANDLE BK	EA	3	\$2.45	344734	EA	1	\$0.87
321036	PREMIUM CPU STD W/CASTERS	EA	5	\$26.59	405128	EA	1	\$23.89
321713	ENTERED PREINKED STAMP	EA	2	\$4.99	841434	EA	1	\$3.80
321838	PREINK STAMP REFILL INK BLUE	EA	1	\$4.80	603314	PK	2	\$4.89
324022	TEMPLER PEDIC 4000	EA	3	\$349.99	100075	EA	1	\$259.99
324781	8.5X11 COPY PAPER CS IP	CT	2	\$28.50	196517	CT	5000	\$27.85
324781	8.5X11 COPY PAPER CS IP	CT	8	\$28.98	196517	CT	5000	\$27.85
324781	8.5X11 COPY PAPER CS IP	CT	13	\$28.08	196517	CT	5000	\$27.85
324781	8.5X11 COPY PAPER CS IP	CT	8	\$28.09	196517	CT	5000	\$27.85
324781	8.5X11 COPY PAPER CS IP	CT	9	\$20.45	196517	CT	5000	\$27.85
324781	8.5X11 COPY PAPER CS IP	CT	3	\$29.45	196517	CT	5000	\$27.85
324781	8.5X11 COPY PAPER CS IP	CT	5	\$29.45	196517	CT	5000	\$27.85
324781	8.5X11 COPY PAPER CS IP	CT	6	\$20.45	196517	CT	5000	\$27.85
326196	SPLS ELECTRONICS DUSTER 70Z2PK	PK	1	\$4.76	911220	EA	1	\$3.77
326196	SPLS ELECTRONICS DUSTER 70Z2PK	PK	1	\$4.75	911220	EA	1	\$3.77
343569	INK JOY 300 RT BLUE MEDIUM	DZ	4	\$2.90	778982	DZ	12	\$2.92
354598	LIFESAVERS PEPPERMINT 41 OZ BAG	EA	1	\$8.39	270583	EA	1	\$8.71
364697	LIFESAVERS 5 FLAVOR 41 OZ BAG	EA	1	\$8.39	509020	EA	1	\$7.50
366332	POWEREXTREME ELEC SHARPENER	EA	1	\$24.98	585511	EA	1	\$26.69
364830	HP 951XL MAGENTA INK	EA	1	\$24.49	782034	EA	1	\$23.40
364831	HP 951XL CYAN INK	EA	1	\$28.47	781764	EA	1	\$27.10
364832	HP 951XL YELLOW INK	EA	1	\$28.47	782043	EA	1	\$27.10
364837	HP 950XL BLACK INK	EA	1	\$37.11	781692	EA	2300	\$35.35
364837	HP 950XL BLACK INK	EA	1	\$37.11	781692	EA	2300	\$35.35
364981	HP 01 XL BK/BL STANDARD CLIP 2PK	PK	3	\$51.99	493814	PK	165	\$49.41
365929	A7 WHITE ENVELOPE - 25/PK	PK	1	\$3.29	242771	PK	25	\$2.99
368638	TIPPI MICRO GEL FINGERTIPS MED	PK	2	\$11.39	339363	PK	1	\$10.99
368657	CLOXOX WIPES VALUE PK 3/35CT	PK	1	\$6.06	149452	PK	105	\$5.86
368657	CLOXOX WIPES VALUE PK 3/35CT	PK	3	\$7.81	149452	PK	105	\$5.86
371838	17X22 LOGO PAD BLACK	EA	1	\$32.09	104222	EA	1	\$17.99
374815	1 IN WHITE BASIC BINDER	EA	4	\$2.99	398291	EA	1	\$1.56
374815	1 IN WHITE BASIC BINDER	EA	6	\$2.99	398291	EA	1	\$1.56
378423	MAGIC TAPE 3/4 IN X 1000 IN	PK	1	\$26.89	875250	PK	12	\$23.33
378216	PAD LETTER CANARY	DZ	1	\$19.88	288671	DZ	12	\$7.70
378819	FASTENER PRONG BASE 2.75X2	DX	4	\$4.07	102824	DX	100	\$2.25
382655	MOUSE PAD BK	EA	1	\$2.34	982915	EA	1	\$0.75
383318	STAPLES 24PK BIG RUBBERBANDS	PK	4	\$2.18	230329	PK	50	\$2.13
385291	MAIL SEAL 1IN LBL	PK	4	\$4.64	837423	PK	600	\$4.63
385323	POST-IT 3X3 POP LINED CNRY 6	PK	1	\$5.32	285821	PK	6	\$5.48
385581	LABEL ADDRESS WHIT 2 ROLLS/30	DX	10	\$13.49	987253	DX	250	\$7.42
387717	REINFORCEMENT 9/16 CR 1M	PK	1	\$5.02	944116	PK	1000	\$4.30
392137	AERAMAX 90 AIR PURIFIER	EA	1	\$99.00	918882	EA	1	\$112.50
392735	1 3/4IN SQUARE MAG CLIP 3PK	PK	2	\$4.85	242767	PK	3	\$1.49
392735	1 3/4IN SQUARE MAG CLIP 3PK	PK	5	\$4.85	242767	PK	3	\$1.49
393383	SPLS MGNTC BULLDOG CLPS #1 3PK	PK	1	\$3.12	242704	PK	3	\$2.76
394047	UJLSR P&S ENV #10 WHIT-100	DX	2	\$8.17	330680	DX	100	\$8.78
396411	PILOT G2 REFILLS GEL FR BLK 2X	PK	1	\$1.02	772141	PK	2	\$0.89
397083	STPLS 5X8 PASTEL PERF PAD 8	PK	1	\$6.19	634277	PK	6	\$3.17
398482	HP 940XL BLK/40 CMY INK 4PK	PK	1	\$110.99	155387	PK	500	\$94.33
398760	SPLS 60L POWERSTRIP 3FT BLACK	EA	21	\$10.29	825785	EA	1	\$7.27
406775	CREST CERTIFICATION HOLDERS	PK	2	\$5.99	497999	PK	5	\$3.34
406823	NOTE SEAL GOLD LBL	PK	4	\$2.37	947871	PK	44	\$1.81
406880	RIBBON FOR ELEC TIME CLOCK	EA	1	\$19.99	899619	EA	1	\$13.97
410598	PROCELL D CELL BATTERY	DX	3	\$17.99	295365	DX	12	\$17.59
411632	UNIBALL 207 RT ULMIC 36 BLK 4	PK	7	\$8.29	534442	PK	4	\$8.99
412685	STAPLES GRAPH PADS 5 SQINCH	PK	2	\$9.24	941534	EA	1	\$6.49
412685	STAPLES GRAPH PADS 5 SQINCH	PK	1	\$9.24	941534	EA	1	\$6.49
413840	REPLACEMENT RIBBON FOR 175	EA	1	\$17.49	775745	EA	1	\$15.99
418285	LGL 5.25 EXP. WALLETS 10PK	DX	1	\$24.77	502830	EA	1	\$5.69
418335	5.25IN FILE PCKT LTR BRN 10	DX	1	\$7.81	645871	DX	10	\$7.58
419178	SPLS HANG PKT 3.5IN LGL GRN 4	PK	5	\$14.88	1387389	PK	4	\$16.71
421818	POST-IT 1.5X2 CAPE TOWN 12PK	PK	1	\$4.75	561894	DZ	12	\$4.88
423880	HP 933XL MAGENTA INK	EA	3	\$16.53	751108	EA	1	\$15.74
423881	HP 933XL CYAN INK	EA	3	\$16.53	751060	EA	1	\$15.74
423880	HP 933XL YELLOW INK	EA	3	\$16.53	751117	EA	1	\$15.74
424961	COFFEE MATE FRNCH VAN 60CT	DX	5	\$4.85	326001	DX	50	\$4.52
426108	TICONDEROGA BLACK 12CT BOX #2	DZ	1	\$3.78	305843	DZ	12	\$3.29
426553	POST-IT 1/2 FLAG BRIGHTS 4PK	PK	1	\$2.88	369581	PK	140	\$2.51
432659	SEALING TAPE STRIPS 50CT	PK	2	\$4.59	946251	PK	2	\$3.84
433810	UNIBALL VISION FINE BLK 12	DZ	1	\$21.19	193080	DZ	12	\$23.33
442801	BIC ROUNDSTIC BP MED BLK 60	DX	2	\$3.43	664011	DX	60	\$3.29
445267	PUFFS BASIC FAMILY 3PK	PK	1	\$7.25	319987	PK	3	\$6.66
445597	10X15X2 OPEN END EXPAN EPPS	PK	1	\$51.89	532038	PK	25	\$46.89
446159	JJ BAND-AID SHEER 100 ADHESIVE	DX	1	\$5.59	564021	DX	100	\$4.78
446159	JJ BAND-AID SHEER 100 ADHESIVE	DX	1	\$5.59	564021	DX	100	\$4.78
446773	DOORSTOP-BIG-GRY	EA	1	\$4.89	499185	EA	1	\$3.54
446781	DOORSTOP-BIG-BRN	EA	1	\$4.88	499193	EA	1	\$3.54
447139	36X48 ECONMY STD LIP CHRMAT	EA	1	\$21.46	911900	EA	1	\$8.53
448888	POST-IT 1IN SIGN HERE YLW 2PK	PK	5	\$8.99	550637	PK	2	\$5.09
462623	HP 15A BLACK TONER CARTRIDGE	EA	1	\$54.24	727381	EA	2500	\$52.88
482322	STPLS 9IN CHROME LETTER OPENER	EA	2	\$1.43	313692	EA	1	\$1.28
484050	BATTERY ALKALINE AA 36PK	PK	5	\$20.03	1385290	PK	30	\$14.83
484982	BINDER CLIP MINI ASST COLORS	PK	2	\$4.66	560349	PK	80	\$4.98
488497	STPLS 290 DESKTOP 12 DIGIT CAL	EA	1	\$15.40	808818	EA	1	\$7.88
488406	SPLS MASKING TAPE 48MMX55M 2PK	PK	1	\$2.92	885511	RL	1	\$3.23
489080	AVY LSR LBL 30UP 250-1 X 2 5/8	DX	2	\$54.68	916403	DX	7500	\$44.04
472480	STAPLES #1 PPR CLP 1000CT	PK	2	\$1.71	308478	PK	1000	\$1.84
472480	STAPLES #1 PPR CLP 1000CT	PK	1	\$1.71	308478	PK	1000	\$1.64
472480	STAPLES #1 PPR CLP 1000CT	PK	6	\$1.71	308478	PK	1000	\$1.64
472480	STAPLES #1 PPR CLP 1000CT	PK	1	\$1.71	308478	PK	1000	\$1.64

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472480	STAPLES #1 PPR CLP 1000CT	PK	1	\$1.71	308478	PK	1000	\$1.64
472480	STAPLES #1 PPR CLP 1000CT	PK	1	\$1.71	308478	PK	1000	\$1.64
472480	STAPLES #1 PPR CLP 1000CT	PK	1	\$1.71	308478	PK	1000	\$1.64
472480	STAPLES #1 PPR CLP 1000CT	PK	2	\$1.71	308478	PK	1000	\$1.64
472506	STAPLES JMB PPR CLP 1000CT	PK	1	\$5.77	308239	PK	1000	\$5.15
472506	STAPLES JMB PPR CLP 1000CT	PK	1	\$5.77	308239	PK	1000	\$5.15
472506	STAPLES JMB PPR CLP 1000CT	PK	1	\$5.77	308239	PK	1000	\$5.15
472506	STAPLES JMB PPR CLP 1000CT	PK	6	\$5.77	308239	PK	1000	\$5.15
472506	STAPLES JMB PPR CLP 1000CT	PK	1	\$5.77	308239	PK	1000	\$5.15
472506	STAPLES JMB PPR CLP 1000CT	PK	1	\$5.77	308239	PK	1000	\$5.15
472514	STAPLES JMB PPR CLP N/S 1000CT	PK	2	\$5.88	308114	PK	1000	\$4.01
474482	PENTEL TWIST ERASE III .9MM 2	PK	1	\$10.58	903978	PK	2	\$6.54
474821	HP 57 TRICOLOR INK CARTRIDGE	EA	1	\$47.57	154605	EA	500	\$41.82
477820	RULER 12 WOODEN	EA	4	\$1.39	279744	EA	1	\$0.40
477981	MINI BINDER CLIPS	DZ	5	\$1.49	909309	BX	12	\$0.94
478791	ENV. REDI FILE CLASP 12X9	BX	10	\$19.88	774931	BX	100	\$20.48
478509	DISC CDR 52X 80MIN 100SP	PK	1	\$14.38	314204	PK	100	\$11.84
478509	DISC CDR 52X 80MIN 100SP	PK	10	\$14.38	314284	PK	100	\$11.84
478872	SPLS INKLSR LBL 30UP25-1X2 5/8	BX	2	\$8.73	812221	PK	750	\$6.37
480118	STAPLES 500CT PUSH PMS ASST	PK	1	\$6.99	1378954	BX	250	\$3.75
481321	STAPLES ASST MED BNDR CLP 24CT	PK	1	\$5.22	561348	PK	24	\$3.99
481559	WIRE ORGANIZER CLIPS BLACK	PK	1	\$2.91	253801	PK	6	\$2.91
483072	SCOTCH PKGNG TAPE 48MMX50M 6PK	PK	2	\$20.78	363782	PK	6	\$20.75
485568	PEN RET BLPT EASYTCH MD BLE DZ	DZ	1	\$7.95	106541	DZ	12	\$8.04
486955	SIMPLY NOTES 3X3 YELLOW 18PK	PK	1	\$3.98	420994	PK	18	\$2.42
487348	TYLENOL EXTRA STRENGTH 500BX	BX	4	\$31.82	564070	BX	50	\$14.99
488010	TITANIUM SHEARS 8IN STRAIGHT	EA	2	\$6.05	432212	EA	1	\$6.00
488887	NEOGEL ROLLER BLK INK FINE PT	DZ	1	\$11.98	534124	DZ	12	\$12.49
488888	LABELS 1-1/2X4 250 SHTS	BX	1	\$45.07	941020	PK	1400	\$8.14
490888	STAPLES GREEN COVER STOCK	PK	1	\$4.91	875025	PK	250	\$5.37
492072	SPLS 8.5X11 30% REC COPY CS	CT	2	\$30.90	116946	CT	5000	\$30.90
492072	SPLS 8.5X11 30% REC COPY CS	CT	1	\$31.30	118946	CT	5000	\$34.88
493907	STAPLES HVY DUTY SPOON 100BX	BX	4	\$3.20	508450	PK	100	\$3.00
493942	STAPLES HEAVY DUTY FORK 100BX	BX	3	\$3.20	508508	PK	100	\$3.00
493942	STAPLES HEAVY DUTY FORK 100BX	BX	2	\$3.20	508508	PK	100	\$3.00
495386	VELOCITY GEL RETRACTABLE PEN	DZ	4	\$8.22	805567	DZ	12	\$5.15
495492	SCOTCH SHP TAPE 2 X 800 6PK	PK	1	\$12.48	444970	PK	6	\$12.48
500173	PENCIL CLR ERASABLE BLE	DZ	1	\$10.18	464045	DZ	12	\$7.69
500975	MARKER UNK PAINT MED YELLOW	EA	2	\$4.69	136855	EA	1	\$4.38
502328	TAB DIVD CPR REINF STAB CLRD	ST	7	\$0.78	933366	ST	1	\$0.53
503243	REPT CDR PRSD 3 IN LTR DKBLE	EA	36	\$1.37	934331	EA	1	\$1.03
504100	DESK PAD PLN 75SHT 22X17 WE	EA	1	\$18.78	960826	EA	1	\$11.50
504401	STAPLES MOVE&STORE TAPE 6PK	PK	1	\$23.99	275316	PK	6	\$23.99
504571	STAPLER ELECTRIC FULL 30SHT GY	EA	1	\$199.99	425900	EA	1	\$213.99
508055	25FT MEASURING TAPE	EA	3	\$27.67	788874	EA	1	\$9.09
508154	RUBBER FINGER #11 1/2 MED DZ	DZ	1	\$1.31	313619	BX	12	\$1.43
508154	RUBBER FINGER #11 1/2 MED DZ	DZ	1	\$1.31	313619	BX	12	\$1.43
508377	FOLDERS HANGING INFOKT TEAL	BX	2	\$20.99	572808	BX	25	\$18.89
508445	POCKETS 3.5 EXP FILE LETTER	BX	1	\$58.39	206620	BX	25	\$19.93
508838	SCOTCH CLR DUCT TPE 1.88INX20YD	RL	1	\$7.99	958284	RL	1	\$5.30
508839	RCRD BK 500PG 35LN	EA	4	\$48.49	341342	EA	1	\$41.58
511099	RETRACTABLE ID HOLDER 6PK	PK	1	\$3.74	344344	PK	4	\$3.74
511509	SPLS INKLSR LBL 80UP25-RET ADD	BX	1	\$8.73	612101	PK	2000	\$6.37
511514	HVY DUTY PLASTIC KNIFE 100BX	BX	1	\$3.20	685886	PK	100	\$3.00
511847	AVRYPRINTABLE TABS 1.75 IN WE	PK	2	\$10.04	110164	PK	80	\$5.41
514879	CANON P170 PRINTING CALCULATOR	EA	1	\$44.85	561016	EA	1	\$29.71
518331	HP 12A BLACK TONER CARTRIDGE	EA	1	\$73.78	154414	EA	2000	\$55.83
518331	HP 12A BLACK TONER CARTRIDGE	EA	1	\$73.78	154414	EA	2000	\$55.83
518691	PINE SOL CLEANER PNE 14OZ	EA	1	\$12.59	297849	EA	1	\$9.99
518718	INVISIBLE TAPE 18PK 80X	PK	1	\$14.88	520496	PK	8	\$15.00
519018	STAPLES 10PK CORRECTION ROLLER	PK	1	\$5.87	842957	PK	2	\$4.79
519018	STAPLES 10PK CORRECTION ROLLER	PK	1	\$5.87	842957	PK	2	\$4.79
519018	STAPLES 10PK CORRECTION ROLLER	PK	2	\$5.87	842957	PK	2	\$4.79
519018	STAPLES 10PK CORRECTION ROLLER	PK	1	\$5.87	842957	PK	2	\$4.79
519018	STAPLES 10PK CORRECTION ROLLER	PK	5	\$5.87	842957	PK	2	\$4.79
519018	STAPLES 10PK CORRECTION ROLLER	PK	3	\$5.87	842957	PK	2	\$4.79
522838	CASIO 18MM-SLKVYHT	PK	1	\$44.99	542233	PK	2	\$44.99
525923	CLIP PAPER STL GIANT .045	BX	2	\$1.39	429175	BX	100	\$1.39
525923	CLIP PAPER STL GIANT .045	BX	2	\$1.39	429175	BX	100	\$1.39
527065	AAG 17 STYLE DESK CAL BASE	EA	1	\$20.90	677674	EA	1	\$10.05
534719	7.5X10.5 BRN KFT ENV #28 100CT	BX	7	\$9.40	330776	BX	100	\$6.98
537001	RIBBON PRINTER EPSON H00CR8 BK	EA	5	\$3.49	470280	EA	1	\$2.88
538124	LABELS CLR CODING RND 1 1/4 DI	PK	1	\$5.89	643878	PK	400	\$5.19
583033	SPLNDNO CAL CRUE SWEETNER	BX	1	\$11.71	843504	BX	400	\$10.46
583228	PEN RETR Z-GRIP 1.0MM BLACK	DZ	10	\$2.76	288517	DZ	12	\$2.62
583228	PEN RETR Z-GRIP 1.0MM BLACK	DZ	2	\$2.76	288517	DZ	12	\$2.62
585282	OFFICESUITE PREM MONITOR RISER	EA	1	\$36.52	513072	EA	1	\$41.50
585771	STICKIES 3X3 POP VTRCLR 6PK	PK	2	\$10.49	723688	PK	12	\$5.65
586942	CLIP MIN BINDER 9/16 BK 144CT	PK	2	\$8.74	400866	PK	60	\$3.99
586942	CLIP MIN BINDER 9/16 BK 144CT	PK	1	\$8.74	400866	PK	60	\$3.99
587671	VERBATIM STORE N GO USB 3PK	EA	1	\$36.50	582036	PK	2	\$13.69
587710	JETSTREAM REFILL 1.0MM BLK 2PK	PK	4	\$4.89	826088	PK	2	\$4.99
588627	PEN BP RT FLEX ELITE PINE BK	DZ	1	\$14.99	524952	DZ	12	\$6.02
589121	HP BROCHURE MATTE 8.5X11 150CT	PK	1	\$27.49	504486	PK	150	\$27.49
578153	NOTE STAPLES 3X3 BOLD ASSORTED	DZ	3	\$8.40	843796	PK	1200	\$6.78
578610	SG TWIN PKT FLDR W/FAST GREEN	BX	3	\$7.78	988071	PK	10	\$2.81
578762	MESH 3-TIER CLIP DISH	EA	1	\$8.79	827408	EA	1	\$8.79
582820	12 OZ PLASTIC CUP	PK	2	\$2.29	651895	PK	60	\$2.62
589119	SHEET 82047 PROT LEGAL	BX	5	\$21.69	458711	BX	50	\$22.19
802158	SCOTCH ADHESIVE PUTTY 2OZ	EA	1	\$3.09	584296	EA	1	\$1.46

006000	PENCIL 372-2 BLK WARR BLACK	DZ	1	\$3.29	614263	DZ	12	\$2.26
610353	HP 02 MAGENTA INK	EA	2	\$14.99	601984	EA	370	\$11.50
610363	HP 02 LIGHT MAGENTA INK	EA	2	\$14.99	800944	EA	1	\$11.50
611549	CANON CLI-8 BK BLACK INK	EA	1	\$20.89	963808	EA	280	\$20.99
611560	CANON CLI-8 PHOTO CYAN INK	EA	4	\$20.89	984272	EA	870	\$20.99
611562	CANON CLI-8 PHOTO MAGENTA INK	EA	4	\$20.89	791782	EA	280	\$20.99
614400	BINDER CLIP MICRO BLACK	PK	1	\$5.94	1378873	PK	100	\$5.11
614411	FOLDER CLASS 3 DIV LTR RED	BX	3	\$54.67	544531	BX	10	\$38.39
615723	PAPERMATE PROFILE RT BP BLK 4	PK	1	\$5.10	809728	PK	4	\$4.58
616315	UNI-BALL SIGNO GEL REFILL BL	PK	2	\$3.99	140856	PK	2	\$3.99
616319	CLOROX DSNFCT WIPE 75CT FRESH	PK	3	\$4.15	821808	EA	75	\$3.94
616319	CLOROX DSNFCT WIPE 75CT FRESH	PK	1	\$4.27	821808	EA	75	\$3.94
616319	CLOROX DSNFCT WIPE 75CT FRESH	PK	1	\$4.27	821808	EA	75	\$3.94
616905	CASIO FX115ES SCIENTIFIC CALC	EA	2	\$19.99	369889	EA	1	\$19.99
618960	HP 88 CYAN INK	EA	1	\$22.99	868556	EA	860	\$18.31
618961	HP 88 MAGENTA INK	EA	1	\$22.99	968818	EA	1000	\$18.31
619446	OVAL KEY TAGS	PK	1	\$9.79	372171	PK	20	\$5.43
622850	STAPLES 100PK DVD-R SPINDLE	PK	1	\$24.58	917110	PK	100	\$14.44
622853	STAPLES 100PK DVD-R SPINDLE	EA	10	\$14.78	597196	EA	1	\$14.44
626753	SCOTCH MOVING&STORAGE TAPE 6PK	PK	1	\$18.89	334402	PK	6	\$15.08
638720	DRY-ERASE BOARD WIPES 50PK	PK	1	\$4.20	393194	EA	50	\$4.87
646819	1IN BLK BTR BINDER W VIEW WIN	EA	1	\$7.27	211188	EA	1	\$6.95
648828	26716-01-G	EA	2	\$51.79	941169	EA	1	\$50.31
649243	SPLS 8.5X11 BRT MULTI 22/98 CS	CT	4	\$55.65	430714	RM	500	\$10.28
649243	SPLS 8.5X11 BRT MULTI 22/98 CS	CT	10	\$55.65	430714	RM	500	\$10.28
650531	STAPLES SECURITY REFILL MED BUK	EA	6	\$9.98	186048	EA	1	\$9.70
650663	BINDER CLIPS - SMALL	BX	6	\$1.89	808857	BX	12	\$0.34
654878	SANDISK CRUIZER GLIDE 16GB USB	EA	4	\$6.73	831176	EA	1	\$7.69
656560	COLOR BRIGHT STAPLES ASST 3PK	PK	1	\$6.79	432087	PK	15000	\$1.95
661902	13 PKT. CHECK FILE BLUE	EA	1	\$8.59	477072	EA	1	\$4.19
665464	LYSOL DSF DUAL WIPE CITRUS 75PK	PK	2	\$5.05	565074	EA	75	\$5.06
668479	TAB DIVD 5TAB INDX INSRT CLRD	ST	20	\$2.49	653436	ST	1	\$0.70
668485	TAB DIVD 5TAB INDX INSRT CLRD	ST	3	\$1.79	653444	ST	1	\$0.52
689787	BNDR CLIP MED	DZ	6	\$1.70	808865	BX	12	\$0.82
689787	BNDR CLIP MED	DZ	8	\$1.70	808865	BX	12	\$0.82
674106	LYSOL SANITIZING WIPES CITRUS	PK	2	\$6.65	405019	EA	1	\$8.40
676288	CALC SPOOL VALUE 8PK BLK/RED	PK	1	\$14.98	798896	PK	6	\$14.01
677445	HEADSET AMPLIFIER	EA	2	\$94.00	582776	EA	1	\$89.02
678939	SPINWORX ROTATING DESK ORGANZR	EA	1	\$26.55	595780	EA	1	\$18.69
681844	EPSON LC500 RIBBON	EA	2	\$19.99	757784	EA	1	\$7.35
686741	FILE STORAGE CHECK 700	EA	2	\$14.00	885988	EA	1	\$6.99
689320	POST-IT 4X6 REC SS LND FRM 3PK	PK	1	\$8.49	768332	PK	3	\$6.83
697872	DATASTICK MULTI-PCX PRO 10X4GB	PK	1	\$54.95	620308	EA	10	\$45.72
703453	COMMAND STRIPS & JUMBO HOOK	EA	3	\$5.19	394761	EA	1	\$2.93
704370	HD WALLET WALFACORD LGL 5.25	BX	1	\$35.88	489401	EA	1	\$5.29
708819	GLASS CLEANING WIPES 50/BX	EA	1	\$5.78	673430	EA	1	\$5.89
712333	SPLS ELECTRONICS DUSTER 3.5 2PK	PK	1	\$6.58	911280	EA	4	\$3.23
713320	PENTEL LEAD REFILL .3MM HB 3PK	EA	1	\$6.49	678166	CG	80	\$4.23
722105	AVER 2 1/2 X 1-3/4 600 LABELS	PK	1	\$14.18	599180	PK	1500	\$8.47
730289	BOSS VINYL STOOL W/BACK BLACK	EA	1	\$89.99	385386	EA	1	\$100.75
731527	HP 901XL BLACK INK	EA	1	\$32.48	450750	EA	700	\$32.48
732808	DEFLECTO BUSINESS CARD HOLDER	EA	1	\$5.98	205568	EA	1	\$8.40
733077	BRIGHTS 8.5X11 YELLOW RM	RM	2	\$7.17	764813	RM	1	\$6.29
733077	BRIGHTS 8.5X11 YELLOW RM	RM	1	\$7.17	764813	RM	1	\$6.29
735511	HP 84A BLACK TONER CARTRIDGE	EA	1	\$129.27	392430	EA	10000	\$133.08
737118	EPSON DUET PROJECTION SCREEN	EA	1	\$149.89	506635	EA	1	\$89.83
738435	PREFERRED SCISSORS 8IN	EA	2	\$5.06	205615	EA	1	\$5.75
738435	PREFERRED SCISSORS 8IN	EA	3	\$5.00	205615	EA	1	\$5.75
738578	EZTOUCH REDUCED EFFORT STAPLER	EA	2	\$13.93	897745	EA	1	\$8.10
738578	EZTOUCH REDUCED EFFORT STAPLER	EA	1	\$13.93	897745	EA	1	\$8.10
741314	CLIP RITECLIP GEM 3 72320	PK	1	\$7.89	685974	PK	10	\$7.89
741314	CLIP RITECLIP GEM 3 72320	PK	1	\$5.49	685974	PK	10	\$7.89
744907	OVAL PENCIL CLIP MESH BK	EA	1	\$18.49	837855	EA	1	\$11.50
745018	PAD PETTY CASH 5X3.5	PK	1	\$19.06	203760	DZ	12	\$19.79
749130	STAPLES LA FILEBOX GRAY/FROST	EA	1	\$11.79	581576	EA	1	\$10.49
751160	LYSOL SPRAY CRISP LINEN 18 OZ	EA	1	\$7.35	664521	EA	1	\$6.59
753170	CASIO DESKTOP DISPLAY CALC	EA	2	\$10.49	820483	EA	1	\$4.50
754741	BP 4X6 WIPERS/SCRAPER CARCOAL	EA	1	\$88.54	162158	EA	1	\$46.49
765445	CARABINER BADGE REEL 4 PK	PK	2	\$3.64	584863	PK	4	\$2.89
764110	PURELL THIRPY HD SNTZR 236ML	EA	2	\$4.99	428300	EA	1	\$3.91
764110	PURELL THIRPY HD SNTZR 236ML	EA	4	\$4.99	428300	EA	1	\$3.91
772994	HP 940XL CYAN INK	EA	1	\$26.70	813850	EA	1400	\$25.43
772994	HP 940XL CYAN INK	EA	1	\$26.70	813850	EA	1400	\$25.43
772997	HP 940XL YELLOW INK	EA	1	\$26.70	813850	EA	1400	\$25.43
772998	HP 940XL MAG	EA	1	\$26.70	813850	EA	1400	\$25.43
772998	HP 940XL MAG	EA	1	\$26.70	813850	EA	1400	\$25.43
773874	PRINthead HP OFFICEJET HP940	EA	1	\$75.99	813935	PK	600	\$75.99
773875	PRINthead HP 940 MAG & CYAN	EA	1	\$75.99	813940	PK	2	\$75.99
775489	STAPLES MONITOR WIPES 2PK	PK	2	\$10.48	280358	PK	100	\$3.69
781458	ACCU-STAMP SHUTTER APPROVED	EA	1	\$5.24	573322	EA	1	\$5.45
781488	ACCU-STAMP SHUTTER EMAILED	EA	1	\$5.24	330732	EA	1	\$5.65
790211	BOUNTY 1REG 40SHT 2PLY	CT	1	\$46.68	654854	CA	30	\$42.00
790358	EPSON ERC32 RIBBON BLACK	BX	1	\$23.49	527750	EA	1	\$2.89
791162	SPLS 6OL POWERSTRIP 8FT WHITE	EA	1	\$7.43	847658	EA	1	\$5.40
795809	STPLS 3HOLE PUNCH ADJUSTBLE-BLK	EA	2	\$7.18	427151	EA	1	\$4.61
798825	STAPLES 2-HOLE PUNCH-BLACK	EA	1	\$8.82	826307	EA	1	\$9.10
798825	STAPLES 2-HOLE PUNCH-BLACK	EA	1	\$8.82	826307	EA	1	\$9.10
803799	ONYX 8 TIERED SECTIONS	EA	1	\$46.79	341224	EA	1	\$34.42
804704	FUTURA NXY OVERSIZE BINDCVR 25	PK	2	\$10.92	531904	PK	25	\$11.97
807882	RSVP RETRACTABLE BALLPOINT PE	DZ	1	\$5.85	110763	DZ	12	\$5.28
808298	TISSUE FACIAL KLEENEX 2PLY	CT	2	\$38.70	1385335	CT	36	\$36.98

808298	TISSUE FACIAL KLEENEX 2PLY	CT	11	\$39.70	1385335	CT	36	\$39.98
808401	RSVP RETRACTABLE BALLPOINT PE	DZ	4	\$5.85	110727	DZ	12	\$5.15
808401	RSVP RETRACTABLE BALLPOINT PE	DZ	1	\$5.65	110727	DZ	12	\$5.16
808592	STAPLES RUBBERBANDS #18/1-LB	PK	3	\$4.18	855930	BG	1750	\$2.97
808659	STAPLES RUBBERBANDS #34/1-LB	PK	7	\$4.18	855946	BG	440	\$4.45
806659	STAPLES RUBBERBANDS #64/1-LB	PK	1	\$4.18	855946	BG	440	\$4.45
811028	PAD LEGAL 5X8 ASSORTED 2 EA GR	PK	1	\$12.89	705997	PK	6	\$10.30
811165	PAD MESSAGE IMPORTANT 4.25X5.5	PK	1	\$7.49	307254	DZ	12	\$3.41
811382	FOLDER HANGING LETTER 1/5 MARCON	BX	1	\$19.99	572891	BX	25	\$18.99
812048	TAPE CELLO 3/4X36YDS CL	PK	1	\$17.99	587620	PK	6	\$12.66
812457	QP 6X9 CLEARCLASP ENVE	BX	1	\$17.34	564887	BX	100	\$15.99
814120	CLIP BARREL NO2 2.25IN MAGNETI	PK	1	\$8.65	242765	PK	3	\$0.08
815038	MASKING TAPE 8PK .75INX60(YD)	PK	1	\$18.79	866529	RL	1	\$1.21
816124	2020L PAPER PUNCH	EA	1	\$23.34	711044	EA	1	\$20.83
816209	OFFSTAMP NUMBERER	EA	1	\$11.35	603454	EA	1	\$5.00
816249	GIANT FOOT ORANGE DOORSTOP	EA	1	\$7.49	674028	EA	1	\$5.49
818248	GIANT FOOT ORANGE DOORSTOP	EA	3	\$7.49	674028	EA	1	\$5.69
818726	DOUSTER SET W/PAN WHITE	EA	1	\$11.73	804220	EA	1	\$5.66
824219	SCOTCH SHIRTAPE 1.88INX2.2YDS	RL	1	\$3.19	650457	RL	1	\$1.90
827733	MESH LETTER TRAY-BLACK	EA	1	\$12.16	180352	EA	1	\$9.50
831226	STAPLER 0SKTP BEAK	EA	1	\$20.99	923312	EA	1	\$15.73
831227	POUCH LUG TAGLOOP 25/PACK	PK	4	\$13.09	953151	PK	25	\$13.00
831293	PAD LGL RL PERF LTR CY	DZ	2	\$15.89	963447	DZ	12	\$7.48
831594	STAPLES SM BINDERCLIPS 40CT	PK	1	\$4.83	429415	BX	12	\$1.00
831594	STAPLES SM BINDERCLIPS 40CT	PK	1	\$4.03	429415	BX	12	\$1.09
831602	STAPLES MED BINDERCLIPS 24CT	PK	1	\$2.99	429431	BX	12	\$1.99
831602	STAPLES MED BINDERCLIPS 24CT	PK	1	\$2.99	429431	BX	12	\$1.99
831610	STAPLES LGE BINDERCLIPS 12CT	PK	1	\$1.49	308957	BX	12	\$1.53
831610	STAPLES LGE BINDERCLIPS 12CT	PK	4	\$1.49	308957	BX	12	\$1.53
831610	STAPLES LGE BINDERCLIPS 12CT	PK	1	\$1.49	308957	BX	12	\$1.53
831610	STAPLES LGE BINDERCLIPS 12CT	PK	2	\$1.49	308957	BX	12	\$1.53
844290	POST-IT 5IN SIGN HERE AST 4PK	PK	8	\$3.35	750067	PK	4	\$3.54
844290	POST-IT 5IN SIGN HERE AST 4PK	PK	1	\$3.35	750067	PK	4	\$3.54
847689	COVER TOILET SEAT 125/PK	PK	2	\$9.79	682956	PK	1	\$6.99
848944	T-CELL REFILL CITRUS 6PCS	CT	1	\$58.25	716163	CA	6	\$57.68
848947	TCELL DISPENSER WHITE	EA	2	\$11.28	587778	EA	1	\$10.84
863057	HP 61XL BLACK INK	EA	6	\$29.87	523969	EA	480	\$28.40
863058	HP 61XL COLOR INK	EA	2	\$34.01	524022	EA	330	\$33.25
863061	HP 61 TRICOLOR INK CARTRIDGE	EA	3	\$20.71	523932	EA	185	\$19.72
867251	IBN WRTR 8WHEELWRTR SUPER	EA	8	\$7.49	802702	EA	1	\$6.00
873960	POSTIT NOTES 3X5 JAPUR ULTRA	PK	1	\$12.09	151553	PK	5	\$9.84
886224	SCOTCH SURF STRT TP W LRG DISP	EA	6	\$4.59	814092	RL	1	\$3.09
886374	GLUE STICK JUMBO 6PK	PK	1	\$8.38	671111	PK	3	\$2.55
887388	350 COUNT PARTY PACK CLEAR HD	PK	1	\$10.92	685679	PK	150	\$5.54
887488	RCY PLAS LRG MAGAZINE FILE BLK	EA	6	\$7.67	186555	EA	1	\$4.60
887556	NTBK PKCT NRW AST 3/PK	PK	4	\$3.84	764426	PK	3	\$1.13
889186	EXPANDABLE WALL PKT LTR SMOKE	EA	1	\$5.48	860195	EA	1	\$5.50
899663	BROTHER TN450 HY BLACK TONER	EA	1	\$46.57	695789	EA	2800	\$45.90
894677	HEAVY DUTY VIEW BINDER 4 PERI	EA	1	\$17.99	303196	EA	1	\$15.49
898111	2-SIDED TIME CARDS 678-100	PK	4	\$12.99	748304	PK	100	\$8.00
901538	SHARPENER ELEC PENCIL BK	EA	1	\$23.20	850381	EA	1	\$20.99
901561	MOISTENER FNGRTP 3/8OZ 3PK	PK	1	\$4.69	458647	PK	3	\$1.67
902679	HP 61 BLKCLR COMBO PACK	PK	1	\$37.79	598319	PK	165	\$35.00
905424	LINEN CLEAR FRONT RC NAVY 6PK	PK	2	\$10.49	834760	EA	1	\$2.49
912181	G2 RT GEL ULTRA FINE ASST 4/PK	PK	1	\$6.99	544355	PK	4	\$6.49
913154	HYGIENIC SORTKWK 1-3/4 OZ/2PK	PK	1	\$6.29	468554	PK	2	\$3.69
917913	BROTHER TZE-1312PK 12MM BLKCLR	PK	2	\$23.44	973201	PK	2	\$13.62
919143	REST PHONE GEL PADDED BK	EA	3	\$10.49	201623	EA	1	\$7.49
920280	DATE STAMP 5MM	EA	1	\$5.19	603398	EA	1	\$5.99
928555	TARGUS UNIVERSL TABLET STYLUS	EA	5	\$10.49	581539	EA	1	\$11.18
937975	BAIRD CHAIR	EA	2	\$242.50	499598	EA	1	\$134.99
938388	ONE TOUCH PREMIUM STAPLES 5000	BX	1	\$1.85	344279	BX	5000	\$1.10
938388	ONE TOUCH PREMIUM STAPLES 5000	BX	2	\$1.85	344279	BX	5000	\$1.10
938388	ONE TOUCH PREMIUM STAPLES 5000	BX	4	\$1.85	344279	BX	5000	\$1.10
946173	PORTABLE FILE BOX WITH CRG TOP	EA	1	\$18.89	348375	EA	1	\$15.69
959064	SPLS WRLS OPTICAL BLK MSE	EA	2	\$13.99	622324	EA	1	\$9.09
959797	SCOTCH-BRIGHT HYV DTY SPNGE 8PK	PK	1	\$6.69	547363	PK	6	\$5.66
962284	SG TWIN PKT FLDR W/FAST BLUE	BX	1	\$8.49	433573	PK	10	\$8.39
990110	HYKEN BLACK CHAIR	EA	1	\$166.50	785204	EA	1	\$164.99
1005400	BROTHER DR630 DRUM UNIT	EA	1	\$71.39	576108	EA	1	\$70.00
1005409	BROTHER TN690 BLK TONER HY	EA	2	\$46.57	576990	EA	2600	\$45.80
1020304	BATTERY QUANTUM ALK C 12BX	BX	2	\$31.49	545145	BX	12	\$16.50
1020307	BATTERY QUANTUM ALK D 12BX	BX	2	\$31.49	545046	BX	12	\$16.50
1027886	144 BUSINESS CARD HOLDER	EA	1	\$16.49	420093	EA	1	\$18.49
1074269	BROTHER HL-L2320D	EA	1	\$99.99	733081	EA	1	\$99.99
1074269	BROTHER HL-L2320D	EA	1	\$99.99	733081	EA	1	\$99.99
1175294	ATOMIC TIME CLOCK AND STAMP	EA	1	\$156.20	971827	EA	1	\$177.50
1179572	SANI-HAND ALC GEL WIPE 16OZCT	CT	3	\$100.69	868864	EA	1	\$17.79
1241345	COUNTERTOP WATER DISPENSER	EA	1	\$64.29	682747	EA	1	\$71.99
1337750	COFFEE CONDIMENT POD ORGANIZER	EA	1	\$18.69	904502	EA	1	\$14.99
1434007	HEAVY DUTY ASSORTED FOLDERS	PK	10	\$12.59	273823	PK	6	\$4.39
1548747	STAPLES 8GB FLASH DRIVE 2.0	EA	3	\$6.49	274574	EA	1	\$8.39
1548749	STAPLES 32GB FLASH DRIVE 2.0	EA	1	\$15.49	145148	EA	1	\$10.99
1588049	STAPLES INSTANT HD SNTZR 8OZ	EA	1	\$1.79	734082	EA	1	\$1.91
1588049	STAPLES INSTANT HD SNTZR 8OZ	EA	5	\$1.79	734082	EA	1	\$1.91
1588050	STAPLES HD SNTZR WALOE 8OZ	EA	10	\$1.79	687858	EA	1	\$1.83
1671890	STAPLES 64GB FLASH DRIVE 3.0	EA	1	\$31.49	567826	EA	1	\$18.99
1586359	HP 201X BLACK HIGH YIELD TN	EA	1	\$83.30	470809	EA	2800	\$62.90
1693846	DIGITAL TIMER	EA	3	\$7.19	899942	EA	1	\$6.29
1812002	HP 63XL BLACK/3 COLOR INK 2PK	PK	3	\$59.99	509664	EA	1	\$49.22
1884943	5 INCH SCISSORS NAVY	EA	1	\$1.99	972029	EA	1	\$1.50

1705832	SEB REMAN DELL B1260 HYTNR BLK	EA	1	\$77.49	762344	EA	1	\$87.28
1705832	SEB REMAN DELL B1260 HYTNR BLK	EA	2	\$77.49	762344	EA	1	\$87.28
1738783	CR COSMIC BLACK FLORAL SCISSOR	EA	1	\$5.42	911287	EA	1	\$6.00
1738637	STAPLES PAPER NAPKIN 400PK	PK	1	\$4.49	509338	PK	400	\$2.42
1788845	FASTENER SELF ADHESIVE 2.75X2	PK	2	\$6.85	441771	BX	100	\$2.72
1824046	2 STEP ALUMINUM STOOL	EA	1	\$31.19	652038	EA	1	\$31.49
1842982	BOUNTY 12 MEGA PAPER TOWEL	PK	3	\$20.45	133877	CA	8	\$17.50
1868818	ODOR ELIMINATOR COOL/CLEAN EA	EA	1	\$6.44	211180	EA	1	\$4.33
1900475	UTW 15FT CORD PROTECTOR-BLACK	EA	1	\$36.89	381148	EA	1	\$37.99
1932213	SEB BROTHER TN660 TONER BLK HY	EA	13	\$48.56	844487	EA	1	\$37.97
1980394	HP852 COLOR CMY INK CART 3PK	PK	1	\$58.89	472576	EA	1	\$41.89
2002713	HP952XL BLACK HY INK CART	EA	1	\$41.09	380433	EA	1	\$29.39
2002713	HP952XL BLACK HY INK CART	EA	1	\$43.99	380433	EA	1	\$29.39
2030289	HP 952XL BLK/952 CLR INK 4PK	PK	4	\$104.74	431632	EA	1	\$88.37
2030289	HP 952XL BLK/952 CLR INK 4PK	PK	8	\$105.99	431632	EA	1	\$88.37
2030289	HP 952XL BLK/952 CLR INK 4PK	PK	2	\$105.99	431632	EA	1	\$88.37
2072174	HYPE TANK CHISEL YLW 12PK	DZ	1	\$3.93	128844	DZ	12	\$3.64
2072174	HYPE TANK CHISEL YLW 12PK	DZ	2	\$3.93	128844	DZ	12	\$3.64
2072175	HYPE TANK CHISEL ASST 12PK	PK	1	\$3.93	128853	DZ	12	\$3.64
2072175	HYPE TANK CHISEL ASST 12PK	PK	1	\$3.93	128853	DZ	12	\$3.64
2072175	HYPE TANK CHISEL ASST 12PK	PK	2	\$3.93	128853	DZ	12	\$3.64
2084880	SPLS HDMI CABLE 8FT	EA	1	\$34.99	674416	EA	1	\$17.29
2126028	LYSOL DISINFECTING WIPE 4X80CT	PK	1	\$14.89	140598	PK	240	\$10.79
2145184	HP 902XL BLK/902 CLR INK 4PK	PK	6	\$80.89	633334	EA	1	\$84.90
2145185	HP 902 INK CART CLR CMY 3PK	PK	2	\$30.99	761911	EA	1	\$30.20
2215517	REALLY USEFUL 17L BOX 4/PACK	PK	11	\$71.99	659276	EA	1	\$13.89
2230147	LETTER BROCHURE HOLDER	EA	2	\$36.19	655888	EA	1	\$34.99
2257053	WASHBURN BLACK CHAIR	EA	2	\$135.06	753485	BX	1	\$139.99
2401814	2018 AAG PURPLE FLORAL 22X17	EA	2	\$15.99	9757443	EA	1	\$15.76
2401814	2018 AAG PURPLE FLORAL 22X17	EA	1	\$15.99	9757443	EA	1	\$15.76
2401814	2018 AAG PURPLE FLORAL 22X17	EA	1	\$16.00	9757443	EA	1	\$15.76
2401814	2018 AAG PURPLE FLORAL 22X17	EA	1	\$16.99	9757443	EA	1	\$15.76
2401840	2018 AAG MTH PLNMQ WAL 12X17	EA	1	\$9.26	218147	EA	1	\$8.80
2401840	2018 AAG MTH PLNMQ WAL 12X17	EA	1	\$9.26	218147	EA	1	\$8.80
2401840	2018 AAG MTH PLNMQ WAL 12X17	EA	3	\$9.26	218147	EA	1	\$8.80
2401840	2018 AAG MTH PLNMQ WAL 12X17	EA	3	\$9.26	218147	EA	1	\$8.80
2401885	2018 ATAGLNC DAILY 24HOUR 6X8	EA	1	\$38.99	9309400	EA	1	\$37.98
2401886	2018 ATAGLNC DAILY BLACK 6X8	EA	1	\$24.79	9831248	EA	1	\$24.03
2402352	HP 63 BLACK INK 2/PACK	PK	1	\$33.89	585086	EA	1	\$33.20
2413706	2018 AAG YRLY ERAS WALL 48X32	EA	1	\$39.89	6710315	EA	1	\$34.95
2413707	2018 AAG YRLY VERT ERAS 48X32	EA	1	\$39.89	6272105	EA	1	\$38.85
2429579	PC LAPTIMAC MONITOR ORIG BK	EA	1	\$18.19	972224	EA	1	\$18.18
2447859	SD AY18 STPL DP 22X17	EA	2	\$9.49	608717	EA	1	\$10.48
2447883	AY18 ATAGLNC WALL 15X23	EA	1	\$22.89	255958	EA	1	\$20.99
2483411	JOLLY RANCHER ASST BAG 85LB	EA	1	\$19.69	358752	BG	1	\$12.14
2483531	DISINFCT WIPES FRESH SCNT 75/PK	EA	1	\$4.49	237154	EA	75	\$3.88
2483531	DISINFCT WIPES FRESH SCNT 75/PK	EA	2	\$4.89	237154	EA	75	\$3.88
2519636	FEBREZE AIR LINENSKY 2PK 8.9OZ	PK	1	\$8.49	759833	EA	1	\$8.49
2519843	USB 2.0 (GREY) 16GB 5/PACK BULK	EA	1	\$39.99	457558	EA	1	\$38.89
2613467	16GB STORE N GO USB	PK	1	\$30.00	633374	PK	3	\$24.95
2661487	AVERY ASSORTED KEY TAGS 50 PK	EA	8	\$10.29	877704	PK	50	\$9.99
2661487	AVERY ASSORTED KEY TAGS 50 PK	EA	10	\$10.29	877704	PK	50	\$9.99
2679457	2018 STAPLES CHEVRON WRLY 8X11	EA	1	\$22.89	541607	EA	1	\$10.00
2681005	2018 STAPLES MONTHLY BLACK 8X11	EA	3	\$12.49	676304	EA	1	\$11.50
2681006	2018 STAPLES WEEKLY BLACK 8X11	EA	1	\$18.98	451768	EA	1	\$13.00
2681176	2018 AAG YR WALL CAL 24X36	EA	1	\$19.29	7028442	EA	1	\$18.71
2681176	2018 AAG YR WALL CAL 24 X 36	EA	8	\$19.29	7028442	EA	1	\$18.71
2691525	2018 ATAGLNC PLAN BK DAILY 6X8	EA	1	\$20.49	9889061	EA	1	\$25.83
2728788	PASRIC DOWNY APRIL FRESH 27OZ	EA	2	\$8.49	765993	EA	1	\$7.29
IMIM12US850	IM IMIM12US850 - 3PK 4GB FLASH DRIVE COMBO	IN	1	\$14.99	879518	EA	1	\$8.39
IMIM1DP6523	IM IMIM1DP6523 - THERMAL LAMINATOR BUNDLE 9IN	EA	1	\$50.39	148614	EA	1	\$34.89
USDLNCC1	US USDLNCC1 - COVER, FLR CORD, LT DTY, BK	EA	6	\$14.49	732981	EA	1	\$10.91
USDLNCC1	US USDLNCC1 - COVER, FLR CORD, LT DTY, BK	EA	8	\$14.49	732981	EA	1	\$10.91
USUNV20013	US USUNV20013 - CUP MESH, PENCIL, BK	EA	1	\$8.56	1374888	EA	1	\$4.98
			131	\$10,421.85				\$58,890.77

18-6418

180388

(Proposal #19000507)

SUBMISSION NO.: \_\_\_\_\_

PRESENTED: 8-8-18

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

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO SOLENIS LLC FOR  
LIQUID CATIONIC POLYMER (EMULSION)**

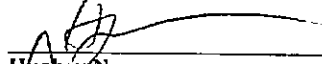
**RESOLUTION**

The Department of Purchases & Supplies has solicited bids for liquid cationic polymer (emulsion) as requested by the Water Pollution Control Facilities; and

Solenis, LLC, 3 Beaver Valley Rd., Wilmington, DE was the low bidder from four (4) solicitations for said requirements. Funding for said services will come from the following account: 590-550.100-740.500; and

IT IS RESOLVED, that the Department of Purchases and Supplies is authorized to issue a purchase order to Solenis, LLC for liquid cationic polymer grade in an amount not to exceed \$93,000.00. (Sewer Fund - in the account reference above)

APPROVED PURCHASING DEPT.:

  
\_\_\_\_\_  
Hughie Newsome  
for Purchasing Department

APPROVED AS TO FORM:

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

APPROVED AS TO FINANCE:

  
\_\_\_\_\_  
Hughie Newsome  
Chief Financial Officer

  
\_\_\_\_\_  
Steve Branch, City Administrator

FY 19 - KRN



## RESOLUTION STAFF REVIEW

July 20, 2018

**Agenda Item Title:** Filter Belt Press Liquid Emulsion Cationic Polymer: Solenis LLC  
BID P19-507, Requisition 180000343

**Submitted By:** Robert J. Case, WPC Supervisor

**Background/Summary of Proposed Action:**

The Water Pollution Control Facility operates a sludge dewatering process as part of its solids disposal program. Liquid Emulsion type cationic polymer is required to dewater sludge prior to transport to landfill. Solids disposal is necessary to operate the plant and fulfill the requirements of WPC's National Pollution Discharge Elimination System (NPDES) permit.

**Financial Implications:**

Please issue a purchase order in the FY 2019 approved budget amount of \$93,000.00 for the annual supply of Liquid Cationic Emulsion Polymer. Use account 590-550.100-740.500 when issuing this purchase order.

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

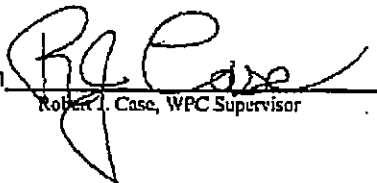
**Account No.:** 590-550.100-740.500

**Pre-encumbered?** Yes ☒ No ☐ Requisition: 180000343

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

**Staff Recommendation:** Approve

**Staff Person**

  
Robert J. Case, WPC Supervisor

**Water Pollution Control  
BIOSOLIDS DEWATERING POLYMER  
BID ANALYSIS SUMMARY**

VENDOR	PRODUCT	Raw Price, lb. In Totes	Raw Price, lb. Bulk Tanker	Usage Rate lbs/wet ton	Usage Rate lbs/dry ton	Cost, wet ton Bulk Tanker	Cost, dry ton Bulk Tanker	Spec Compliant
Solenis, LLC usage data	Praestol K-260-FL	1.200	1.130	7.596	37.115	\$8.58	\$41.94	yes
Polydyne, Inc. sample submitted	Clarifloc CE-2054	1.120	1.020	16.750	56.750	\$17.09	\$57.89	no
BASF, Inc. Usage data	BASF Zetag 8847FSB	0.974	0.914	10.754	50.786	\$9.83	\$46.42	

18 - 6414

180389

(Proposal #19000526)

SUBMISSION NO.: \_\_\_\_\_

PRESENTED: 8-8-18

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

**RESOLUTION TO WASTE MANAGEMENT/VENICE PARK LANDFILL FOR THREE (3) YR.  
BIOSOLIDS SLUDGE DISPOSAL SERVICES**

BY THE CITY ADMINISTRATOR

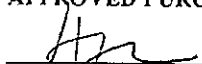
**RESOLUTION**

The Department of Purchases & Supplies has solicited proposals for a three (3) yr. biosolids sludge disposal and waste hauling services agreement for removal of the sludge cake from the Utilities Water Pollution Control Facility's biosolids loading facility; and

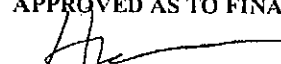
Waste Management, 4143 Rathbun Rd., Birch Run, Michigan was the best total cost solution for landfill disposal fees in conjunction with transportation/hauling fees with the city's recommended sludge hauling contractor for a three (3) year period and was the sole bidder. The funding for this request will come from the following account number: 590-550.100-801.500; and

IT IS RESOLVED, that the Proper City Officials, upon City Council's approval, are authorized to enter into a three (3) yr. contract with Waste Management for the disposal of the biosolids sludge cake the amount of \$1,302,000. \$420,000.00 FY19, \$432,000.00 pending the adoption of FY20 \$450,000.00 pending adoption of the FY21 budget (Sewer Fund)

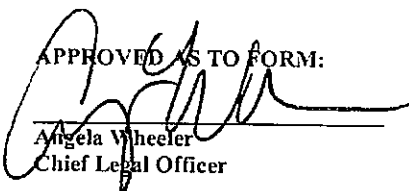
APPROVED PURCHASING DEPT.:

  
\_\_\_\_\_  
Hughie Newsome  
for Purchasing Department

APPROVED AS TO FINANCE:

  
\_\_\_\_\_  
Hughie Newsome  
Chief Financial Officer

APPROVED AS TO FORM:

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

  
\_\_\_\_\_  
Steve Branch, Acting City Administrator

CITY COUNCIL:

\_\_\_\_\_  
Herbert J. Winfrey, Council President

FY19 - KRN

## RESOLUTION STAFF REVIEW

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July 3, 2018

**Agenda Item Title:** Biosolids Cake Landfill Disposal Services

**Background/Summary of Proposed Action:**

WPC is required to dispose of treated sludge offsite. Contracts are needed with a suitable licensed landfill and a hauling company to transport and dispose of the cake. WPC does not have the capacity to store the cake. Therefore it is imperative that an agreement for said services be available.

**Financial Implications:**

Please approve a three year agreement for Sludge Hauling for fiscal years 2019, 2020, and 2021. The FY2019 budgeted amount is \$420,000.00, future allocations to be determined upon budget adoption. Use account number 590-550.100-801.500.

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

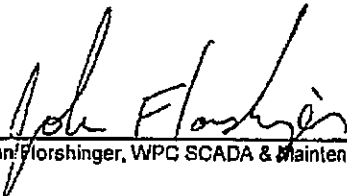
**Account No.:** 590-550.100-801.500 - \$420,000.00

**Pre-encumbered:** Yes: ☒ No: ☐ Requisition: 180000361

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

**Staff Recommendation:** Approve

**Staff Person:**

  
John Florshinger, WPC SCADA & Maintenance Supervisor

180390

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

PRESENTED: 8-8-2018

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

**A RESOLUTION ADOPTING A FINAL PROJECT PLAN  
FOR WATER SYSTEM IMPROVEMENTS AND  
DESIGNATING AN AUTHORIZED PROJECT REPRESENTATIVE**

The City of Flint recognizes the need to make improvements to its existing water treatment and distribution system; and,

Authorities at the City have developed a proposed project plan to provide the required reliability and capacity in the City's water system through the replacement of water meters, renovations to the Dort reservoir and pumping system, renovation of the Cedar Street reservoir and pumping system, providing a secondary back-up water supply, construction of the northwest transmission main, construction of water quality monitoring facilities, replacement of selected water mains, and construction of a permanent chemical feed building at the water treatment plant and associated water system improvements; and,

The said Project Plan was presented at a Public Hearing held on July 23, 2018 and all public comments have been considered and addressed; and,

The City of Flint resolved to accept the project plan on July 23, 2018 via a Flint City Council resolution after recommendation from Mayor Karen Weaver; and,

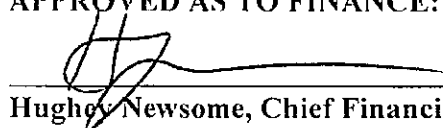
The execution of the project plan requires a designated authorized representative,

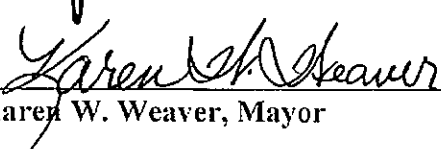
IT IS RESOLVED, that the Director of the Department of Public Works (DPW Director), a position currently held by Robert Bincsik, is designated as the authorized representative for all activities associated with the project referenced above, including the submittal of said Project Plan as the first step in applying to the State of Michigan for a Drinking Water Revolving Fund Loans to assist in the implementation of the selected alternative.

APPROVED AS TO FORM:

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

APPROVED AS TO FINANCE:

  
\_\_\_\_\_  
Hugh Newsome, Chief Financial Officer

  
\_\_\_\_\_  
Dr. Karen W. Weaver, Mayor

CITY COUNCIL:

\_\_\_\_\_  
Herbert Winfrey, Council President

180391

SUBMISSION NO.: \_\_\_\_\_

PRESENTED: 8-8-18

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

**RESOLUTION AUTHORIZING THE AMENDMENT OF THE 2018-2019 ADOPTED BUDGET  
FOR DPW AND TRAFFIC ENGINEERING REALLOCATION OF WAGES AND FRINGES**

BY THE MAYOR:

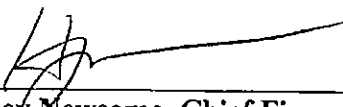
The Transportation Department's Traffic Engineering Division is requesting the use of Fund Balance in the amount of \$51,906.26 to cover the increase in wages of two vacant Electricians and Traffic Control Systems Foreman positions and reduce an Electrician position that is currently vacant to a Sign/Signal Technician.

In accordance with Budget Ordinance #3856 adopted 1-25-15, transfers from Fund Balance qualify as budget amendments and shall be submitted to City Council for its approval; and

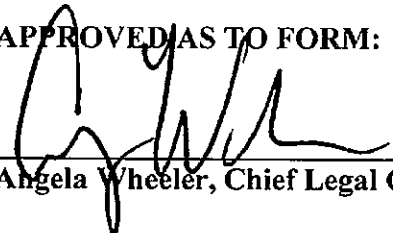
The Department of Public Works & Transportation requests that the budget amendment and reallocation of wages & fringes take place so that qualified personnel can be retained and recruited;

IT IS RESOLVED, that the appropriate city officials are hereby authorized to do all things necessary to amend the 2018-2019 budget of the City of Flint for the Traffic Engineering Department line items 202-443.201-702.000 (\$44,838.56), 202-443.201-719.100 (\$4,035.48), 202-443.201-719.152 (\$1,928.49) and 202-443.201-719.157 (\$1,103.74) for a total of \$51,906.27. Said funding is to come from the 202 Fund Balance. The SCADA Technician position will be removed from DPW to cover the changes in wages and fringes for the reclassification as outlined above.

APPROVED AS TO FINANCE:

  
Hughey Newsome, Chief Financial Officer

APPROVED AS TO FORM:

  
Angela Wheeler, Chief Legal Officer

  
Dr. Karen Weaver, Mayor

CITY COUNCIL:

## RESOLUTION STAFF REVIEW

18-6412

**Date:** July 12, 2018

**Agenda Item Title:** The Department of Public Works Reallocation of Wages and Fringes for its Water Pollution Control and Traffic Engineering Divisions

**Background/Summary of Proposed Action:**

In order to attract and retain employees for skilled trade positions, the Department of Public Works' (DPW) Transportation Division has proposed wage adjustments in the Electrical, Instrumentation and Traffic Control Systems classifications. The skills associated with these positions are in high-demand and are critical to the overall DPW and Traffic Engineering operations.

Due to automation and other factors, and with a limited supply, it has become increasingly difficult to fill the growing number of vacancies at the current pay scale for Electrical, Instrumentation and Traffic Control Systems positions. As a result, current employees are leaving for better opportunities. Though the Human Resource Department has been actively recruiting for these positions since 2016, there have been very few applications received and no new hires. The wages offered for these positions are not competitive with market rates offered in Genesee County.

In order to adequately budget for the wage adjustments, the Water Pollution Control Division is removing the SCADA Technician from the Water Pollution Control Division's budget to cover the changes in wages and fringes for the 2 Electrician positions (1 is vacant), Electrical Foreman position, and the 2 Utilities Instrumentation Technicians (1 is vacant).

DPW is requesting to change the wage levels related to Electrical and Instrumentation classifications. These changes would allow the City to attract more qualified candidates and retain employees. The alternative to filling these positions would be to outsource the work. However, the cost of outsourcing would be far more expensive as compared to the cost of hiring employees to fill the current vacancies at a higher wage (see attached).

**Financial Implications:**

Increased wages for these positions will help the City avoid the high cost of outsourcing. There is adequate funding for this allocation in the Major Street Fund.

**Budgeted Expenditure?**      Yes ☐      No ☒

**Please explain if no:**

After failed recruitment attempts, the DPW is requesting to modify an approved budget of which the wage levels of Electrical and Instrumentation skilled classifications will be increased. The higher rate of pay will help in attracting qualified candidates. By doing so, the City will avoid costly full-time outsourcing of positions. Outsourcing the work of these classifications would be more costly than increasing wages. Additional funding is necessary the proposed changes (see attached).

**Account No.:** #202-443.201-702.000 (\$44,838.56), 202-443.201-719.100 (\$4,035.48), 202-443.201-719.152 (\$1,928.49) and 202-443.201-719.157 (\$1,103.74) for a total of \$51,906.27

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

**Staff Recommendation:** Approve

**Staff Person:**



(Robert Bincsik, DPW Director)

**WATER POLLUTION CONTROL**  
**Electrical, SCADA, and Instrumentation Wage Comparison**

Union OR Contractor	Level	Classification	REG Rate	With Fringes (DB)	OT Rate	Call-In Rate	Yearly Allocation (40 Hrs per week)
<del>Newark Electric Bid</del>	<del></del>	<del>Electrical Contractor</del>	<del>\$ 30.56</del>	<del>\$ 45.59</del>	<del>\$ 45.84</del>	<del>\$ 37.35</del>	<del>\$ 93,735.19</del>
1799	28	Current Electrical Foreman	\$ 30.56	\$ 45.59	\$ 45.84	\$ 37.35	\$ 93,735.19
<del>Newark Electric Bid</del>	<del></del>	<del>Electrical Contractor</del>	<del>\$ 24.90</del>	<del>\$ 37.15</del>	<del>\$ 37.35</del>	<del>\$ 37.35</del>	<del>\$ 76,388.18</del>
1600	28	Current Electrician	\$ 24.90	\$ 37.15	\$ 37.35	\$ 37.35	\$ 76,388.18
<del>SW Controls</del>	<del></del>	<del>Instrumentation Contractor</del>	<del>\$ 135.00</del>	<del>\$ 135.00</del>	<del>\$ 26.00</del>	<del>\$ 27.26</del>	<del>\$ 34,339.00</del>
<del>SW Controls</del>	<del></del>	<del>Instrumentation Contractor</del>	<del>\$ 125.00</del>	<del>\$ 125.00</del>	<del>\$ 27.34</del>	<del>\$ 25.00</del>	<del>\$ 31,000.00</del>
Genesee County		Instrumentation Technician w/ COF Fringe	\$ 31.56	\$ 47.09	\$ 47.34	\$ 63.12	\$ 97,942.04
1600	28	Current Instrumentation Technician	\$ 24.90	\$ 37.15	\$ 37.35	\$ 37.35	\$ 76,382.04
Genesee County		Instrumentation Assistant w/ COF Fringe	\$ 26.55	\$ 39.61	\$ 39.83	\$ 53.10	\$ 82,394.21
1600	18	Current Instrumentation Trainee Rate w/ Fringes	\$ 17.54	\$ 26.18	\$ 26.32	\$ 35.09	\$ 53,817.13
Proposed Level Reallocations (includes MDOs)							\$ 664,137.28
Yearly Cost Savings Reallocation vs Contracting							\$ 347,236.31

7/10/2018



**DEPARTMENT OF PUBLIC WORKS**  
**ELECTRICAL AND INSTRUMENTATION WAGE REALLOCATION PROPOSAL**

				WAGES				FY 19 APPROVED BUDGET AMOUNT			AMOUNT OF BUDGET INCREASE (DECREASE)	
Union	Current Level	Proposed Level	Classification	CURRENT (hourly)	PROPOSED (hourly)	FY 19		WAGES	FRINGES	TOTAL	FY 19	
1799	28		Electrical Foreman	\$ 30.557		\$ 166,682.61		\$ 63,558.56	\$ 92,443.27	\$ 156,001.83	\$ 10,680.78	
1600	18		Instrumentation Trainee (VACANT)	\$ 17.544		\$ 76,905.43		\$ 51,796.16	\$ 25,109.27	\$ 76,905.43	\$ -	
1600	28		Instrumentation Technician	\$ 25.509		\$ 163,034.68		\$ 53,058.72	\$ 91,498.28	\$ 144,557.00	\$ 18,477.68	
1600	28		SCADA Technician (VACANT)	\$ 24.902		\$ (76,905.43)		\$ 51,796.16	\$ 25,109.27	\$ 76,905.43	\$ (76,905.43)	
1600	28		Utilities Electrician (VACANT)	\$ 24.902		\$ 96,598.12		\$ 51,796.16	\$ 25,109.27	\$ 76,905.43	\$ 19,692.69	
1600	28		Utilities Electrician	\$ 25.509		\$ 98,580.76		\$ 53,058.72	\$ 25,349.16	\$ 78,407.88	\$ 20,172.88	
<b>COST</b>						\$ 524,896.17		<b>FY 19 APPROVED BUDGET</b>		\$ 609,683.00	\$ (78,114.00)	

TRAFFIC ENGINEERING				WAGES				FY 19 APPROVED BUDGET AMOUNT			AMOUNT OF BUDGET INCREASE (DECREASE)	
Union	Current Level	Proposed Level	Classification	CURRENT (hourly)	PROPOSED (hourly)	FY 19		WAGES	FRINGES	TOTAL	FY 19	
1799	30		*Traffic Control Sys Foreman (VACANT)	\$ 31.280		\$ 98,622.84		\$ 62,400.00	\$ 27,124.00	\$ 89,524.00	\$ 9,098.84	
1600	28		Electrician	\$ 26.020		\$ 172,583.33		\$ 54,121.60	\$ 102,638.94	\$ 156,760.54	\$ 15,822.79	
1600	28		Electrician	\$ 26.020		\$ 96,947.12		\$ 46,797.92	\$ 24,159.60	\$ 70,957.52	\$ 25,989.60	
1600	28		**Sign and Signal Technician (VACANT)	\$ 24.902		\$ 71,952.56		\$ 46,797.92	\$ 24,159.60	\$ 70,957.52	\$ 995.03	
<b>COST</b>						\$ 440,105.84		<b>FY 19 APPROVED BUDGET</b>		\$ 388,199.58	\$ 51,906.26	

- \* Formerly Traffic Control Systems Coordinator
- \*\* Formerly Electrician

Fringe Category	FY2019
Direct Fringe	9.0%
Indirect Fringe	\$ 13,768
Defined Benefit	\$ 84,000
Hybrid DC	6.36%
Hybrid DB	3.64%
Healthcare Savings Plan (New Hires Only)	\$ 1,500

180392

RESOLUTION NO.:

PRESENTED:

8-8-2018

ADOPTED:

**RESOLUTION RECOGNIZING THE FLINT FIREBIRDS FOUNDATION., AS A  
NONPROFIT ORGAINZATION OPERATING IN THE CITY OF FLINT FOR THE  
PURPOSE OF OBTAINING A CHARITABLE GAMING LICENSE,ISSUED BY THE  
MICHIGAN LOTTERY CHARITABLE GAMING ORGANIZATION**

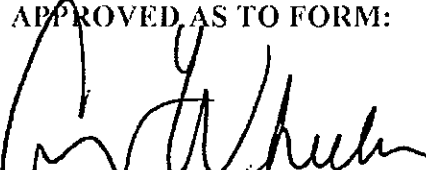
**BY THE MAYOR:**

The Flint Firebirds Foundation., a non-profit organization, to receive and administer funds and to support and assist youth hockey with participation, growth, and general youth initiatives Genesee County Michigan and Lapeer County, Michigan.

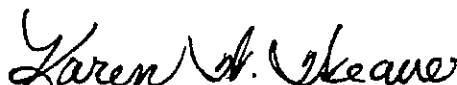
The City of Flint, being the local governing body with authority to grant local charitable gaming licenses that also conform to requirements set forth by the State of Michigan, and The Flint Firebirds Foundation, Inc., a non-profit organization, having made proper application for a Charitable Gaming License to conduct a raffle commencing September 29, 2018 at 3501 Lapeer Road Flint, Michigan 48503 prices are \$5:00 for 10 tickets, \$10.00 for 37 tickets, \$20.00 for 92 tickets and ending March 16, 2018 with the raffle drawing at every game (see attached schedule). This resolution is submitted in accordance with the qualification process pursuant to the State of Michigan, Bureau of State Lottery, as allowed by Act 382 of the Public Acts of 1972, as amended.

**NOW THEREFORE BE IT RESOLVED**, that The Flint Firebirds Foundation, is recognized as a non-profit organization operating in the City of Flint for the purpose of obtaining a charitable gaming license, issued by the State of Michigan Lottery Charitable Gaming Division, relative to conducting charity and fundraising events, as allowed by Act 382 of the Public acts of 1972, as amended.

**APPROVED AS TO FORM:**

  
Angela Wheeler, City Attorney

**FOR THE CITY OF FLINT:**

  
Dr. Karen W. Weaver, Mayor

**APPROVED BY CITY COUNCIL:**

**Herbert Winfrey, City Council President**



July 2, 2018

Flint City Council  
Council Person Monica Galloway  
1101 Saginaw Street  
#310  
Flint, MI 48502

**VIA HAND DELIVERY ONLY**

ATTENTION: VICKY

Re: Resolution for Charitable Gaming License (Update to Resolution)

Dear Vicky:

On April 5, 2018 I submitted a packet in order to receive a resolution from the City of Flint recognizing The Flint Firebirds Foundation as a non-profit entity operating in the Flint community so that our foundation may apply to the Michigan Gaming Division for a 50/50 raffle license. On April 10, 2018 you called my office requesting that I submit additional information with the packet, specifically 1) address of the raffle; 2) dates of the raffle; and 3) pricing structure of the tickets.

We just received our home schedule for the 2018-2019 hockey season so I am now re-submitting our packet with the additional information you requested:

- 1) Address: 3501 Lapeer Rd, Flint, MI 48503
- 2) See attached home schedule of the Flint Firebirds Hockey Team (drawings will take place at each home game)
- 3) Pricing will be: \$5.00 for 10 tickets / \$10.00 for 37 tickets / \$20.00 for 92 tickets

I am attaching the complete packet I submitted originally, which contains our Articles of Incorporation, our Bylaws, our letter from the IRS stating that we are exempt under IRS code 501(c), as well as a description of our activities and programs. I would request confirmation that you have received this packet and it is in order for a resolution to be issued, as well as an expected date of resolution so that I may plan for my license application to the State.

Respectfully,

CLINE, CLINE & GRIFFIN, P.C.



Brandon K. Wagner

BKW/jmb  
Enclosures

ATTORNEYS AT LAW

Walter P. Griffin  
Timothy H. Knecht  
José T. Brown  
J. Brian MacDonald \*  
Barbara J. Hunyady  
Megan R. Mulder  
Brandon K. Wagner  
Nancy K. Chinonis  
R. Paul Vance

Howard D. Cline, Jr.  
*of counsel*

*\*Also admitted in Texas*

Howard D. Cline (1903-1965)  
Earl J. Cline (1931-2002)



## 2018-19 Home Schedule



### September / October

Day	Date	Team	Home	Game Time	Promotion
Saturday	September 29th	London	Flint	7:00 PM	Opening Night
Wednesday	October 3rd	Saginaw	Flint	7:00 PM	Winning Wednesday
Saturday	October 6th	Guelph	Flint	7:00 PM	Mascot Night Hot Wings Birthday Party
Friday	October 12th	North Bay	Flint	7:00 PM	4-pack Friday 810 Night
Saturday	October 13th	Kitchener	Flint	7:00 PM	First Responders Night
Sunday	October 21st	Barrie	Flint	2:00 PM	Family Sunday FUN Day
Saturday	October 27th	Sarnia	Flint	7:00 PM	PINK In The Rink Fight Breast Cancer
Sunday	October 28th	Niagara	Flint	2:00 PM	Family Sunday FUN Day Halloween: Kids Trick-or-Treat

### November

Day	Date	Team	Home	Game Time	Promotion
Saturday	November 3rd	Ottawa	Flint	3:00 PM	
Wednesday	November 7th	Sarnia	Flint	11:00 AM	Winning Wednesday SCHOOL DAY GAME
Friday	November 9th	Sault Ste. Marie	Flint	7:00 PM	4-pack Friday Military Appreciation (Jersey?)
Saturday	November 10th	Mississauga	Flint	7:00 PM	Harry Potter Night
Wednesday	November 14th	Saginaw	Flint	7:00 PM	Winning Wednesday
Wednesday	November 21st	Kitchener	Flint	7:00 PM	Winning Wednesday Stuff the Truck Catholic Chairities
Friday	November 23rd	Windsor	Flint	7:00 PM	4-pack Friday Video game Night

### December

Day	Date	Team	Home	Game Time	Promotion
Saturday	December 1st	Erie	Flint	7:00 PM	Teddy Bear Toss
Sunday	December 2nd	Sault Ste. Marie	Flint	2:00 PM	Family Sunday FUN Day Ugly Sweater? (Warm Up Jersey)
Friday	December 28th	Erie	Flint	7:00 PM	4-pack Friday
Saturday	December 29th	Windsor	Flint	7:00 PM	

### January

Day	Date	Team	Home	Game Time	Promotion
Wednesday	January 2nd	Saginaw	Flint	7:00 PM	Winning Wednesday
Saturday	January 5th	Sudbury	Flint	7:00 PM	Food Bank Drive Month
Sunday	January 6th	Sault Ste. Marie	Flint	2:00 PM	Family Sunday FUN Day
Friday	January 11th	Hamilton	Flint	7:00 PM	4-pack Friday
Saturday	January 12th	Sarnia	Flint	7:00 PM	Food Bank - Back Pack Night
Wednesday	January 30th	London	Flint	7:00 PM	Winning Wednesday

### February

Day	Date	Team	Home	Game Time	Promotion
Friday	February 1st	Saginaw	Flint	7:00 PM	4-pack Friday Flint Generals/Saginaw Gears (Jersey)
Friday	February 15th	Oshawa	Flint	7:00 PM	4-pack Friday Credit Union Night
Saturday	February 16th	Owen Sound	Flint	7:00 PM	Tropics (Jersey)
Saturday	February 23rd	Guelph	Flint	7:00 PM	UAW/United Way

### March

Day	Date	Team	Home	Game Time	Promotion
Friday	March 1st	Kingston	Flint	7:00 PM	4-pack Friday
Saturday	March 2nd	Peterborough	Flint	7:00 PM	Billet Appreciation
Wednesday	March 6th	Owen Sound	Flint	7:00 PM	Winning Wednesday
Saturday	March 9th	Windsor	Flint	7:00 PM	Overager Night
Saturday	March 16th	Sarnia	Flint	7:00 PM	Fan Appreciation



April 5, 2018

ATTORNEYS AT LAW

Walter P. Griffin  
Timothy H. Knecht  
José T. Brown  
J. Brian MacDonald  
Barbara J. Hunyadi  
Megan R. Mulder  
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*of counsel*

*\*Also admitted in Texas*

Howard D. Cline (1963-1965)  
Earl J. Cline (1931-2002)

Flint City Counsel  
Councilperson Monica Galloway  
1101 Saginaw St. #310  
Flint, MI 48502

RE: RESOLUTION FOR CHARITABLE GAMING LICENSE

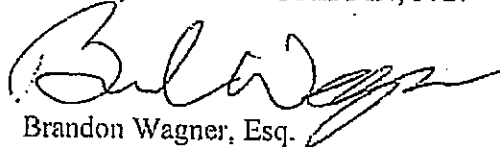
Dear Madam:

The Flint Firebirds Foundation (hereinafter "Firebirds") was organized and endorsed by the State of Michigan on September 14, 2015. The Firebirds are seeking approval to conduct 50/50 raffles at the Dort Federal Credit Union Event Center for the upcoming 2018-2019 hockey season during their home hockey games. In furtherance of this goal we are requesting a resolution from the Flint City Council that we are a recognized nonprofit organization in our community. Attached in support are: 1) Firebirds Articles of Incorporation; 2) Firebirds bylaws; 3) Letter from IRS stating Firebirds are exempt from federal tax under IRS code 501(c); and 4) Firebirds description of activities and programs. The Firebirds are committed to supporting and assisting youth hockey and general youth initiatives in Genesee County, Michigan. Funds received by the Firebirds are distributed to local charities in Flint and Genesee County.

Should you have any questions, please feel free to contact me.

Very truly yours,

CLINE, CLINE & GRIFFIN, P.C.



Brandon Wagner, Esq.

BKW  
Enclosure  
cc: Monika Kronenberger

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS**  
**FILING ENDORSEMENT**

*This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT*  
*for*

**FLINT FIREBIRDS FOUNDATION**

**ID NUMBER: 71770V**

*received by facsimile transmission on September 14, 2015 is hereby endorsed.*

*Filed on September 14, 2015 by the Administrator.*

*This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.*



*In testimony whereof, I have hereunto set my  
hand and affixed the Seal of the Department,  
in the City of Lansing, this 14th day  
of September, 2015.*

**Sent by Facsimile Transmission**

**Alan J. Schetke, Director**  
**Corporations, Securities & Commercial Licensing Bureau**

CSCUD-522 (Rev. 1/11)

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU		
Date Received		
This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.		
Name	Cline, Cline & Griffin, P.C. Attorney Barbara J. Hunyadi	
Address	503 S. Saginaw Street, Suite 1000	
City	State	ZIP Code
Ftnt	MI	48502
		EFFECTIVE DATE:

Document will be returned to the name and address you enter above.  
If left blank, document will be returned to the registered office.

**ARTICLES OF INCORPORATION**  
For use by Domestic Nonprofit Corporations  
(Please read information and instructions on the last page)

Pursuant to the provisions of Act 162, Public Acts of 1992, the undersigned corporation executes the following Articles:

**ARTICLE I**

The name of the corporation is:

Ftnt Firebirds Foundation

**ARTICLE II**

The purpose or purposes for which the corporation is formed are:

See attached

**ARTICLE III**

1. The corporation is formed upon a nonslock \_\_\_\_\_ basis.  
(Stock or Nonslock)

2. If formed on a stock basis, the total number of shares the corporation has authority to issue is \_\_\_\_\_

\_\_\_\_\_ If the shares are or are to be divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences and limitations of the shares of each class to the extent that the designations, numbers, relative rights, preferences, and limitations have been determined are as follows:

**ARTICLE III (cont.)**

3. a. If formed on a nonstock basis, the description and value of its real property assets are: (if none, insert "none")  
None

b. The description and value of its personal property assets are: (if none, insert "none")  
None

c. The corporation is to be financed under the following general plan:  
Annual dues, donations, contributions, fundraising, and revenue from sponsors

d. The corporation is formed on a Directorship basis.  
(Membership or Directorship)

**ARTICLE IV**

1. The name of the resident agent at the registered office is:  
Timothy H. Knecht

2. The address of its registered office in Michigan is:  
503 S. Baginaw St., Suite 1000 Flint 48502  
(Street Address) (City) (ZIP Code)

3. The mailing address of the registered office in Michigan if different than above:  
\_\_\_\_\_  
(Street Address or PO Box) (City) (ZIP Code)

**ARTICLE V**

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name	Residence or Business Address
<u>Rolf Nilsen</u>	<u>2603 Andalusia Blvd., Cape Coral, FL 33809</u>



Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

See attached for Articles II, VI, VII, VIII, and IX.

I, (We), the Incorporator(s) sign my (our) name(s) this 14<sup>th</sup> day of September, 2015

Roll Wilson

**ATTACHMENT TO ARTICLES OF INCORPORATION FOR  
KLINT FIREBIRDS FOUNDATION**

**ARTICLE II:**

The Corporation is organized and shall be operated exclusively for the following charitable and educational purposes:

- a. To receive and administer funds and to support and assist youth hockey with participation, growth, and general youth initiatives Genesee County, Michigan and Lapeer County, Michigan,
- b. To acquire, own, dispose of, lease, and deal with real and personal property and interests therein and to apply gifts, grants, bequests and devises and their proceeds in furtherance of the purposes of the corporation,
- c. To do such things and to perform such acts to accomplish its purposes as the Board of Directors may determine to be appropriate and, as are not forbidden by Sections 501 (c)(3) and 509(a)(3) of the Code, with all the power conferred on nonprofit corporations under the laws of the State of Michigan.

**ARTICLE VI:**

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article II hereof. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempt to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Articles, the Corporation shall not carry on any activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501 (c)(3) of the Code, as amended, or any successor provision(s) thereto.

**ARTICLE VII:**

Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, transfer the assets of the Corporation to the United Way of Genesee County. If it remains in existence and remains qualified as an exempt organization or organizations under Section 501 (c)(3) of the Internal Revenue Code, as amended, or any successor provision(s) thereto. In the event that the United Way of Genesee County does not qualify as required herein, the Board of Directors shall identify and distribute the assets of the Corporation to a comparable Section 501(c)(3) organization. Any assets not disposed of in accordance

with this provision shall be disposed of by the circuit court of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations that the court shall determine and that are organized and operated exclusively for such purposes.

#### ARTICLE VIII:

No volunteer director (or volunteer officer) of this Corporation shall be personally liable to the Corporation or its other directors, for monetary damages for a breach of the directors or officers fiduciary duty; provided, however, that the foregoing shall not eliminate or limit the liability of a director (or officer) for any of the following:

- a. A breach of the director's or officer's duty of loyalty to the Corporation;
- b. Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of the law;
- c. A violation of Section 551(1) of the Michigan Nonprofit Corporation Act;
- d. A transaction from which the director or officer derived an improper personal benefit;
- e. An act or omission occurring before the effective date of these Articles of Incorporation; or
- f. An act or omission that is grossly negligent.

If the Act is amended after filing this amended Article to authorize the further elimination of the liability of directors or officers of nonprofit corporations, then the liability of members of the board of directors and of officers of the Corporation, in addition to the limitation, elimination and assumption of personal liability contained in this Article, shall be assumed by the Corporation or eliminated or limited to the fullest extent permitted by the Act as so amended, except to the extent such limitation, elimination or assumption of liability is inconsistent with the status of the Corporation as an organization described in Section 501(c)(3) of the Code or results in the imposition of tax under Section 4958 of the Code. No amendment or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any member of the board of directors or officers of this Corporation for or with respect to any acts or omissions of such trustee occurring prior to the effective date of any such amendment or repeal.

#### ARTICLE IX:

The directors and officers of the Corporation shall be entitled to indemnification to the full extent permitted under the Michigan Nonprofit Corporation Act, as may be now or hereafter amended.

**BY-LAWS  
of  
FLINT FIREBIRDS FOUNDATION**

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**ARTICLE I  
NAME, OFFICES AND PURPOSE**

- 1.01 Name. The name of the corporation is Flint Firebirds Foundation.
- 1.02 Places of Business. The corporation shall have its principal place of business in Genesee County, Michigan, and may have such other places of business as the Board of Directors may from time to time determine.
- 1.03 Purposes. The purposes for which the corporation is organized are as follows:
- 1.03.1 To receive and administer funds and to support and assist youth hockey with participation, growth, and general youth initiatives Genesee County, Michigan and Lapeer County, Michigan.
- 1.03.2 To acquire, own, dispose of, lease, and deal with real and personal property and interests therein and to apply gifts, grants, bequests and devises and their proceeds in furtherance of the purposes of the corporation.
- 1.03.3 To do such things and to perform such acts to accomplish its purposes as the Board of Directors may determine to be appropriate and, as are not forbidden by Sections 501 (c)(3) and 509(a)(3) of the Code, with all the power conferred on nonprofit corporations under the laws of the State of Michigan.
- 1.04 Nonprofit Operation and Prohibited Activities. The corporation shall be operated exclusively for charitable, scientific, literary, or educational purposes within the meaning of Section 501(c)(3) of the Code as a nonprofit corporation. No substantial part of the activities of the Organization shall be the promotion of political propaganda or campaigns or otherwise attempting to influence legislation other than related to the purpose of organization. Notwithstanding any other provision of these By-Laws, the Organization shall not carry on any activities not permitted to be carried on by an organization exempt from Federal Income Tax under Section 501 (j) of the Internal Revenue Code of 1986, as amended, as a qualified amateur sports organization (or the corresponding provisions of any future United States Internal Revenue Law). The Organization and its meetings shall not be used as a means or a place to sell products and/or services or solicit business of any type not specifically sanctioned by the Board of Directors and its Officers. No part of the earnings of the Organization shall inure for the benefit of, or be distributable to, its directors, officers, or other private person, except that the

Organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the exempt purposes.

## **ARTICLE II MEMBERS**

- 2.01 There shall be no members for this organization.

## **ARTICLE III BOARD OF DIRECTORS**

- 3.01 Board of Directors. The business and affairs of the corporation shall be managed by the Board of Directors. The Board of Directors shall meet as often as necessary to conduct the business of the corporation, but at least annually.
- 3.02 Number. The number of Directors shall be no less than three, and the total number shall be fixed from time to time by the Board of Directors.
- 3.03 Tenure. Each Director of the Corporation shall hold office until his successor becomes qualified and assumes office or his earlier death, resignation, or removal.
- 3.04 Resignation. Any Director may resign at any time by providing written notice to the Corporation. The resignation will be effective on receipt of the notice or at a later time designed in the notice. A successor shall be appointed as provided in Section 3.06 of the By-Laws.
- 3.05 Removal of Directors. Any Director may be removed by a vote of two-thirds of the remaining Directors of the Board.
- 3.06 Board Vacancies. Any vacancy occurring in the Board of Directors by reason of death, resignation, removal or other inability of a director to serve may be filled by the remaining Directors, or by a person selected by two-thirds of the remaining directors of the Board. The decision to fill with the remaining directors or by selecting another person to fill the vacancy shall be based on a two-thirds vote of the remaining directors of the Board. A director elected to fill a vacancy shall serve for the unexpired portion of the term.
- 3.07 Annual Meeting. Unless the Board of Directors shall otherwise determine, the annual meeting of the Board of Directors shall be held on a date to be determined by the Board of Directors each year. At the annual meeting, the Board of Directors shall elect officers and consider such other business as may properly be brought before the meeting. If less than a quorum of the directors appears for an annual meeting of the Board of Directors, the holding of such annual meeting shall not be required and matters which might have

been taken up at the annual meeting may be taken up at any later regular, special or annual meeting or by consent resolution.

- 3.08 **Regular Meetings.** Regular meetings of the Board may be held at such times and places as the directors may from time to time determine at a prior meeting or as shall be directed or approved by the vote or written consent of all directors.
- 3.09 **Special Meetings.** Special meetings of the Board may be called by the President or any two (2) Directors at a time and place as determined by those persons authorized to call special meetings. Notice of the time and place of special meetings shall be given to each Director in any manner at least three (3) days before the meeting.
- 3.10 **Notice.** Written notice of the time and place of all meetings of the Board of Directors shall be given to each director at least five (5) days before the date of the meeting, either personally or by mailing such notice to each Director at the address designated by the director for such purpose, or if none is designated, at the director's last known address. Notices of special meetings shall state the purpose or purposes of the meeting, and no business may be conducted at a special meeting except the business specified in the notice of the meeting. Notice of any meeting of the Board of Directors may be waived in writing before, at, or after the meeting. The attendance of a Director at a Board meeting shall constitute a waiver of notice of the meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.
- 3.11 **Meeting by Telephone or Similar Equipment.** A Director may participate in a meeting by conference telephone or any similar communications equipment through which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section constitutes presence in person at the meeting.
- 3.12 **Quorum.** A majority of the Directors then in office constitutes a quorum for the transaction of any business at any meeting of the Board. Actions voted on by a majority of Directors present at a meeting where a quorum is present shall constitute authorized actions of the Board.
- 3.13 **Consent to Corporate Actions.** Any action required or permitted to be taken pursuant to authorization of the Board may be taken without a meeting if, before or after the action, all Directors consent to the action in writing. Written consents shall be filed with the minutes of the Board's proceeding.
- 3.14 **Dissolution.** In the event the Board authorizes dissolution of the Corporation, upon dissolution the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, identify and distribute the assets of the Corporation to a comparable Section 501(c)(3) organization. Any assets not disposed of in accordance with this provision shall be disposed of by the circuit court of the county in which the principal office of the corporation is then located, exclusively for such

purposes or to such organization or organizations that the court shall determine and that are organized and operated exclusively for such purposes.

## **ARTICLE IV COMMITTEES**

- 4.01 **General Powers.** The Board, by resolution adopted by a vote of a majority of its Directors, may designate one or more committees, each committee consisting of one (1) or more Directors. The Board may also designate one or more Directors as alternate committee members who may replace an absent or disqualified member at a committee meeting. If a committee member is absent or disqualified from voting, then members present at a meeting who are not disqualified from voting may, whether or not they constitute a quorum, unanimously appoint an alternate Board member to act at the committee meeting in place of the absent or disqualified member. All committees designated by the Board shall serve at the pleasure of the Board.

A committee designated by the Board may exercise any powers of the Board in managing the Corporation's business affairs, to the extent provided by resolution of the Board. However, no committee shall have the power to:

- a) amend the Articles of Incorporation;
- b) adopt an Agreement of Merger or Consolidation;
- c) amend the By-Laws of the Corporation;
- d) recommend dissolution or revocation of a dissolution of the Corporation;
- e) fill vacancies on the Board.

- 4.02 **Meetings.** Committees shall meet as directed by the Board and their meetings shall be governed by the rules provided in these By-Laws for meetings of the Board. Minutes shall be recorded at each committee meeting and shall be presented to the Board.
- 4.03 **Consent to Committee Actions.** Any action required or permitted to be taken pursuant to authorization of a committee may be taken without a meeting, if, before or after the action, all members of the committee consent to the action in writing. Written consents shall be filed with the minutes of the committee's proceedings.

## **ARTICLE V OFFICERS**

- 5.01 **Number.** The Officers of the Corporation shall be appointed by the Board. The Officers shall be a President, Vice-President, Secretary and a Treasurer. There may also be a Chairperson and such other Officers as the Board deems appropriate. The President and Vice-President shall be voting members of the Board. Two or more offices may be held by the same person, but such person shall not execute, acknowledge or verify an instrument in more than one capacity if the instrument is required by law or by the

President or by the Board to be executed, acknowledged or verified by two (2) or more Officers.

- 5.02 **Term of Office.** Each Officer shall hold office for the term of one-year appointed and until a successor is appointed and qualified. An Officer may resign at any time by providing written notice to the Corporation. Notice of resignation is effective on receipt or at a later time designated in the notice.
- 5.03 **Removal.** An Officer appointed by the Board may be removed with or without cause by vote of a majority of the Board. The removal shall be without prejudice to the person's contract rights, if any. Appointment to an office does not of itself create contract rights.
- 5.04 **Vacancies.** A vacancy in any office for any reason may be filled by the Board.
- 5.05 **President.** The President shall be the Chief Executive Officer of the Corporation and shall have authority over the general control and management of the business and affairs of the Corporation. The President shall have power to appoint or discharge employees, agent or independent contractors, to determine their duties, and to fix their compensation. The President shall sign all corporate documents and agreements on behalf of the Corporation, unless the President or the Board instructs that the signing be done with or by some other officer, agent or employee. The President shall see that all actions taken by the Board are executed and shall perform all other duties incident to the office. This is subject, however, to the right of the Board to delegate any specific power to any other Officer of the Corporation.
- 5.06 **Vice President.** The Vice President, if any, shall have the power to perform duties that may be assigned by the President or the Board. If the President is absent or unable to perform his or her duties, the Vice President shall perform the President's duties until the Board directs otherwise. The Vice President shall perform all duties incident to the office.
- 5.07 **Chairperson.** The Chairperson, if elected, shall preside at all Board meetings. The Chairperson shall have the power to perform duties as may be assigned by the Board. The Chairperson shall perform all duties incident to the office.
- 5.08 **Secretary.** The Secretary shall (a) keep minutes of Board meetings; (b) be responsible for providing notice to each Director as required by law, the Articles of incorporation, or these By-Laws; (c) be the custodian of corporate records; (d) keep a register of the names and addresses of each Officer and Director; and (e) perform all duties incident to the office and other duties assigned by the President or the Board. If the Chairman is absent or unable to perform his or her duties, the Secretary shall perform the duties until the Board directs otherwise.
- 5.09 **Treasurer.** The Treasurer shall (a) have charge and custody over corporate funds and securities; (b) keep accurate books and records of corporate receipts and disbursements;



(c) deposit all monies and securities received by the Corporation at such depositories in the Corporation's name that may be designated by the Board; (d) complete all required corporate filings; and (e) perform all duties incident to the office and other duties assigned by the President or the Board.

## ARTICLE VI MISCELLANEOUS

- 6.01 Notice. All notices to the directors or officers of the corporation shall be mailed or electronically submitted to the address designated by that person for the purpose of said notice; or if no address is designated, at his last known address. The said notice is deemed to have been served when it is deposited with postage thereon, prepaid, in a U.S. Post Office or U.S. Mail Box, or when submitted electronically without receipt of an automated undeliverable response.
- 6.02 No corporate documents (including stocks, bonds, agreements, insurance and annuity contracts, qualified and nonqualified deferred compensation plans, checks, notes, disbursements, loans, and other debt obligations) shall be signed by any officer, designated agent, or attorney-in-fact unless authorized by the board.
- 6.03 Directors shall receive no compensation for their services on the Board of Directors. The preceding sentence shall not, however, prevent the corporation from purchasing insurance as provided in these by-laws or prevent the Board of Directors from providing reasonable compensation to a director for services that are beyond the scope of the director's duties as a director or from reimbursing any director for expenses actually and necessarily incurred in the performance of the director's duties as a director. Employees, accountants, counsel and other service providers of the corporation may be compensated with reasonable compensation for services actually performed.

## ARTICLE VII INDEMNIFICATION

- 7.01 Non-derivative Actions. Subject to all of the other provisions of this Article, the Corporation shall indemnify any person who was or is a party, or is threatened to be made a party to, any threatened, pending or completed action, suit or proceedings. This includes any civil, criminal, administrative or investigative proceedings, whether formal or informal (other than an action by or in the right of the Corporation). Such indemnification shall apply only to a person who was or is a Director or Officer of the Corporation or who was or is serving at the request of the Corporation as a Director, officer, partner, trustee, volunteer, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, whether for profit or not for profit. The person shall be indemnified and held harmless against expenses (including attorney fees), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding, if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation. With respect to

any criminal action or proceeding the person must have had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement or conviction or on a plea of nolo contendere or its equivalent, shall not by itself create a presumption that (a) the person did not act in good faith and in a manner the person reasonably believed to be opposed to the best interests of the Corporation, or (b) with respect to any criminal action or proceeding, the person had reasonable cause to believe that his or her conduct was unlawful.

- 7.02 **Derivative Actions.** Subject to all of the provisions of this Article, the Corporation shall indemnify any person who was or is a party to, or is threatened to be made a party to, any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor because (a) the person was or is a Director or Officer of the Corporation, or (b) the person was or is serving at the request of the Corporation as a Director, officer, partner, trustee, volunteer, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, whether or not for profit. The person shall be indemnified and held harmless against expenses (including actual and reasonable attorney fees) and amounts paid in settlement incurred by the person in connection with such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation. However, indemnification shall not be made for any claim, issue or matter in which the person has been found liable to the Corporation unless and only to the extent that the court in which such action or suit was brought has determined on application that, despite the adjudication of liability but in view of all circumstances of the case, the person is fairly and reasonably entitled to indemnification for the expenses that the court considers proper.
- 7.03 **Expenses of Successful Defense.** To the extent that a person has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in this Article, or in defense of any claim, issue or matter in the action, suit or proceeding, the person shall be indemnified against expenses (including actual and reasonable attorney fees) incurred in connection with the action and in any proceeding brought to enforce the mandatory indemnification provided by this Article.
- 7.04 **Contract Right: Limitation on Indemnity.** The right to indemnification conferred in this Article shall be a contract right. Except as provided this Article, the Corporation shall have no obligations to indemnify any person in connection with any proceeding, or part thereof, initiated by such person without authorization by the Board.
- 7.05 **Determination that Indemnification is Proper.** Any indemnification under this Article (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case. The Corporation must determine that indemnification of the person is proper in the circumstances because the person has met the applicable standard of conduct set forth in Sections 7.01 or 7.02, whichever is applicable. Such determination shall be made in any one of the following ways, as selected by the Board:

- a) by a majority vote of a quorum of the Board consisting of Directors who were not parties to such action, suit or proceeding,
  - b) if the quorum described in clause (a) above is not obtainable, then by a committee of directors who are not parties to the action. The committee shall consist of not less than two disinterested Directors, or
  - c) by independent legal counsel in written opinion.
- 7.06 Proportionate Indemnity. If a person is entitled to indemnification under this Article for a portion of expenses, including attorney fees, judgments, penalties, fines and amounts paid in settlement, but not for the total amount, the Corporation shall indemnify the person for the portion of the expenses, judgments, penalties, fines or amounts paid in settlement for which the person is entitled to be indemnified.
- 7.07 Expenses Advance. If authorized by the Board, expenses incurred in defending a civil or criminal action, suit or proceeding described in this Article may be paid by the Corporation in advance of the final disposition of the action, suit or proceeding, on receipt of an undertaking by or on behalf of the person involved to repay the expenses, if it is ultimately determined that the person is not entitled to be indemnified by the Corporation. The undertaking shall be an unlimited general obligation of the person on whose behalf advances are made, but need not be secured.
- 7.08 Nonexclusively of Rights. The indemnification or advancement of expenses provided under this Article is not exclusive of other rights to which a person seeking indemnification or advancement of expenses may be entitled under a contractual arrangement with the Corporation. However, the total amount of expenses advanced or indemnified from all sources combined shall not exceed the amount of actual expenses incurred by the person seeking indemnification or advancement of expenses.
- 7.09 Indemnification of Employees and Agents of the Corporation. The Corporation may, to the extent specifically authorized by the Board, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article with respect to the indemnification and advancement of expenses of Directors and Officers of the Corporation.
- 7.10 Continuation of Indemnification. The indemnification provided in this Article continues for a person who has ceased to be in the position which created their eligibility for indemnification and shall inure to the benefit of the heirs, executors and administrators of that person.
- 7.11 Insurance. The Corporation may purchase and maintain insurance on behalf of any person who (a) was or is a Director, Officer, employee or agent of the Corporation, or (b) was or is serving at the request of the Corporation as a Director, officer, volunteer, employee or agent of another corporation, partnership, joint venture, trust or other

enterprise. Such insurance may protect against any liability asserted against the person and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Corporation would have power to indemnify against such liability under this Article or the laws of the State of Michigan.

- 7.12 Changes in Michigan Law. If there are any changes in the Michigan statutory provisions applicable to the Corporation and relating to the subject matter of this Article, then the indemnification to which any person shall be entitled shall be determined by such changed provisions, but only to the extent that any such change permits the Corporation to provide broader indemnification rights than such provisions permitted the Corporation to provide before any such change.

## **ARTICLE VIII FISCAL YEAR**

The fiscal year of the Corporation shall be as determined by the board of directors.

## **ARTICLE IX AMENDMENTS**

The Board of Directors, at any regular or special meeting, may amend or repeal these By-Laws, or adopt new By-Laws by vote of a majority of the Directors, if notice setting forth the terms of the proposal has been given in accordance with any notice requirements for such meeting of the Board.

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: DEC 28 2017

FLINT FIREBIRDS FOUNDATION  
C/O DAWN TROUT  
7021 CONSTITUTION BLVD STE 5  
FORT MYERS, FL 33967

Employer Identification Number:  
47-5056117  
DLN:  
17053297377007  
Contact Person:  
CARLY D YOUNG ID# 31494  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
509(a)(2)  
Form 990/990-EZ/990-N Required:  
Yes  
Effective Date of Exemption:  
September 14, 2015  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

FLINT FIREBIRDS FOUNDATION

We sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

*Stephen A. Martin*

Director, Exempt Organizations  
Rulings and Agreements

## **Flint Firebirds Foundation**

### **Description of your Activities:**

The Flint Firebirds Foundation is organized and shall be operated exclusively for the following charitable and educational purposes:

- a. To receive and administer funds and to support and assist youth hockey with participation, growth, and general youth initiatives Genesee County, Michigan and Lapeer County, Michigan.
- b. To acquire, own, dispose of, lease, and deal with real and personal property and interest therein and to apply gifts, grants, bequests and devises and their proceeds in furtherance of the purposes of the corporation.
- c. To do such things and to perform such acts to accomplish its purposes as the Board of Directors may determine to be appropriate and, as are not forbidden by Sections 501(c)(3) and 509(a)(3) of the Code, with all the power conferred on nonprofit corporations under the laws of the State of Michigan.

The Flint Firebirds Charitable Foundation is created to support general youth initiatives and youth hockey in Genesee and Lapeer Counties in Michigan. The Foundation raises money at Firebirds hockey games at the Dort Federal Event Center via chuck-a-puck sales, live and silent jersey auctions and fan and corporate partner donations.

## **Flint Firebirds Foundation**

### **Part VI - Your Members & Other Ind. & Organizations that receive benefits from you**

#### **Description of Programs**

##### **Question 1b:**

- Flint Firebirds Hockey Team Members donate their player's jerseys to Flint Firebirds Foundation. The jerseys are then auctioned off in live and silent auctions.
- The Hockey Team donates player autographs on team memorabilia and promotional jersey's for auctions.
- Flint Firebirds Hockey Team donates used equipment to the Flint Firebird Foundation. The equipment is auctioned off.
- Chuck-A-Puck Sales allows fans to purchase a plastic puck at a Flint Firebirds Hockey Game and is giving a chance to "chuck the puck" into the hockey net.
- Individuals and Corporate partners provide monetary donations to the Flint Firebird Foundation.
- 50/50 Raffle - Raffle tickets may be purchased during a Flint Firebird Game. The raffle winner will receive 50% of the raffle proceeds for that game day only. The remaining proceeds are distributed to the Flint Firebirds Foundation.

*(Reference: Form 1023, Part VI, Page 5, question 1b)*



# FILE LOG SHEET

Case Name: Charitable Gaming

[illegible]



April 5, 2018

ATTORNEYS AT LAW

Walter P. Griffin  
Timothy H. Knecht  
José T. Brown  
J. Brian MacDonald\*  
Barbara J. Hunyady  
Megan R. Mulder  
Brandon K. Wagner  
Nancy K. Chinonis  
R. Paul Vance

Howard D. Cline, Jr.  
*of counsel*

*\*Also admitted in Texas*

Howard D. Cline (1903-1965)  
Earl J. Cline (1931-2002)

Flint City Counsel  
Councilperson Monica Galloway  
1101 Saginaw St. #310  
Flint, MI 48502

**RE: RESOLUTION FOR CHARITABLE GAMING LICENSE**

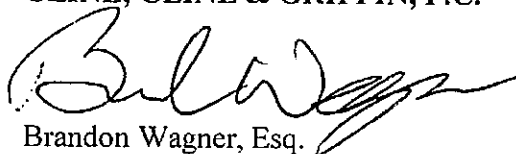
Dear Madam:

The Flint Firebirds Foundation (hereinafter "Firebirds") was organized and endorsed by the State of Michigan on September 14, 2015. The Firebirds are seeking approval to conduct 50/50 raffles at the Dort Federal Credit Union Event Center for the upcoming 2018-2019 hockey season during their home hockey games. In furtherance of this goal we are requesting a resolution from the Flint City Council that we are a recognized nonprofit organization in our community. Attached in support are: 1) Firebirds Articles of Incorporation; 2) Firebirds bylaws; 3) Letter from IRS stating Firebirds are exempt from federal tax under IRS code 501(c); and 4) Firebirds description of activities and programs. The Firebirds are committed to supporting and assisting youth hockey and general youth initiatives in Genesee County, Michigan. Funds received by the Firebirds are distributed to local charities in Flint and Genesee County.

Should you have any questions, please feel free to contact me.

Very truly yours,

**CLINE, CLINE & GRIFFIN, P.C.**



Brandon Wagner, Esq.

BKW

Enclosure

cc: Monika Kronenberger

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS**  
**FILING ENDORSEMENT**

This is to Certify that the **ARTICLES OF INCORPORATION - NONPROFIT**

For

**FLINT FIREBIRDS FOUNDATION**

**ID NUMBER: 71770V**

received by facsimile transmission on September 14, 2015 is hereby endorsed.

Filed on September 14, 2015 by the Administrator.

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



Sent by Facsimile Transmission

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 14th day of September, 2015.

Alan J. Schefke, Director  
Corporations, Securities & Commercial Licensing Bureau

CS0000-002 (Rev. 01/13)

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU		
Date Received		
This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is noted in the document.		
Name	Cline, Cline & Griffin, P.C. Attorney Barbara J. Hunyadi	
Address	503 S. Baginaw Street, Suite 1000	
City	State	ZIP Code
Flint	MI	48602
		EFFECTIVE DATE:

Document will be returned to the name and address you enter above.  
If left blank, document will be returned to the registered office.

**ARTICLES OF INCORPORATION**  
For use by Domestic Nonprofit Corporations  
(Please read information and instructions on the last page)

Pursuant to the provisions of Act 162, Public Acts of 1962, the undersigned corporation executes the following Articles:

**ARTICLE I**

The name of the corporation is:

Flint Firebirds Foundation

**ARTICLE II**

The purpose or purposes for which the corporation is formed are:

See attached

**ARTICLE III**

1. The corporation is formed upon a nonstock basis.  
(Stock or Nonstock)

2. If formed on a stock basis, the total number of shares the corporation has authority to issue is

\_\_\_\_\_. If the shares are or are to be divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences and limitations of the shares of each class to the extent that the designations, numbers, relative rights, preferences, and limitations have been determined are as follows:

**ARTICLE III (cont.)**

3. a. If formed on a nonstock basis, the description and value of its real property assets are: (If none, insert "none")  
None
- b. The description and value of its personal property assets are: (If none, insert "none")  
None
- c. The corporation is to be financed under the following general plan:  
Annual dues, donations, contributions, fundraising, and revenue from sponsors
- d. The corporation is formed on a Directorship basis.  
(Membership or Directorship)

**ARTICLE IV**

1. The name of the resident agent at the registered office is:  
Timothy H. Knecht
2. The address of its registered office in Michigan is:  
503 S. Begunaw St., Suite 1000 Flint, Michigan 48502  
(Street Address) (City) (ZIP Code)
3. The mailing address of the registered office in Michigan if different than above:  
\_\_\_\_\_, Michigan \_\_\_\_\_  
(Street Address or PO Box) (City) (ZIP Code)

**ARTICLE V**

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name	Residence or Business Address
Rolf Nilsen	2603 Andalusia Blvd., Cape Coral, FL 33909

Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

See attached for Articles II, VI, VII, VIII, and IX.

I, (We), the incorporator(s) sign my (our) name(s) this 14<sup>th</sup> day of September, 2015

Roll Wilson

**ATTACHMENT TO ARTICLES OF INCORPORATION FOR  
FLINT FIREBIRDS FOUNDATION**

**ARTICLE II:**

The Corporation is organized and shall be operated exclusively for the following charitable and educational purposes:

- a. To receive and administer funds and to support and assist youth hockey with participation, growth, and general youth initiatives Genesee County, Michigan and Lapeer County, Michigan,
- b. To acquire, own, dispose of, lease, and deal with real and personal property and interests therein and to apply gifts, grants, bequests and devises and their proceeds in furtherance of the purposes of the corporation.
- c. To do such things and to perform such acts to accomplish its purposes as the Board of Directors may determine to be appropriate and, as are not forbidden by Sections 501 (c)(3) and 509(a)(3) of the Code, with all the power conferred on nonprofit corporations under the laws of the State of Michigan.

**ARTICLE VI:**

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article II hereof. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempt to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Articles, the Corporation shall not carry on any activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501 (c)(3) of the Code, as amended, or any successor provision(s) thereto.

**ARTICLE VII:**

Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, transfer the assets of the Corporation to the United Way of Genesee County, if it remains in existence and remains qualified as an exempt organization or organizations under Section 501 (c)(3) of the Internal Revenue Code, as amended, or any successor provision(s) thereto. In the event that the United Way of Genesee County does not qualify as required herein, the Board of Directors shall identify and distribute the assets of the Corporation to a comparable Section 501(c)(3) organization. Any assets not disposed of in accordance

with this provision shall be disposed of by the circuit court of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations that the court shall determine and that are organized and operated exclusively for such purposes.

#### ARTICLE VIII:

No volunteer director (or volunteer officer) of this Corporation shall be personally liable to the Corporation or its other directors, for monetary damages for a breach of the directors or officers fiduciary duty; provided, however, that the foregoing shall not eliminate or limit the liability of a director (or officer) for any of the following:

- a. A breach of the director's or officer's duty of loyalty to the Corporation;
- b. Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of the law;
- c. A violation of Section 551(1) of the Michigan Nonprofit Corporation Act;
- d. A transaction from which the director or officer derived an improper personal benefit;
- e. An act or omission occurring before the effective date of these Articles of Incorporation; or
- f. An act or omission that is grossly negligent.

If the Act is amended after filing this amended Article to authorize the further elimination of the liability of directors or officers of nonprofit corporations, then the liability of members of the board of directors and of officers of the Corporation, in addition to the limitation, elimination and assumption of personal liability contained in this Article, shall be assumed by the Corporation or eliminated or limited to the fullest extent permitted by the Act as so amended, except to the extent such limitation, elimination or assumption of liability is inconsistent with the status of the Corporation as an organization described in Section 501(c)(3) of the Code or results in the imposition of tax under Section 4958 of the Code. No amendment or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any member of the board of directors or officers of this Corporation for or with respect to any acts or omissions of such trustee occurring prior to the effective date of any such amendment or repeal.

#### ARTICLE IX:

The directors and officers of the Corporation shall be entitled to indemnification to the full extent permitted under the Michigan Nonprofit Corporation Act, as may be now or hereafter amended.



**BY-LAWS  
of  
FLINT FIREBIRDS FOUNDATION**

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**ARTICLE I  
NAME, OFFICES AND PURPOSE**

- 1.01 Name. The name of the corporation is Flint Firebirds Foundation.
- 1.02 Places of Business. The corporation shall have its principal place of business in Genesee County, Michigan, and may have such other places of business as the Board of Directors may from time to time determine.
- 1.03 Purposes. The purposes for which the corporation is organized are as follows:
- 1.03.1 To receive and administer funds and to support and assist youth hockey with participation, growth, and general youth initiatives Genesee County, Michigan and Lapeer County, Michigan.
- 1.03.2 To acquire, own, dispose of, lease, and deal with real and personal property and interests therein and to apply gifts, grants, bequests and devises and their proceeds in furtherance of the purposes of the corporation.
- 1.03.3 To do such things and to perform such acts to accomplish its purposes as the Board of Directors may determine to be appropriate and, as are not forbidden by Sections 501 (c)(3) and 509(a)(3) of the Code, with all the power conferred on nonprofit corporations under the laws of the State of Michigan.
- 1.04 Nonprofit Operation and Prohibited Activities. The corporation shall be operated exclusively for charitable, scientific, literary, or educational purposes within the meaning of Section 501(c)(3) of the Code as a nonprofit corporation. No substantial part of the activities of the Organization shall be the promotion of political propaganda or campaigns or otherwise attempting to influence legislation other than related to the purpose of organization. Notwithstanding any other provision of these By-Laws, the Organization shall not carry on any activities not permitted to be carried on by an organization exempt from Federal Income Tax under Section 501 (j) of the Internal Revenue Code of 1986, as amended, as a qualified amateur sports organization (or the corresponding provisions of any future United States Internal Revenue Law). The Organization and its meetings shall not be used as a means or a place to sell products and/or services or solicit business of any type not specifically sanctioned by the Board of Directors and its Officers. No part of the earnings of the Organization shall inure for the benefit of, or be distributable to, its directors, officers, or other private person, except that the

Organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the exempt purposes.

## **ARTICLE II MEMBERS**

- 2.01 There shall be no members for this organization.

## **ARTICLE III BOARD OF DIRECTORS**

- 3.01 Board of Directors. The business and affairs of the corporation shall be managed by the Board of Directors. The Board of Directors shall meet as often as necessary to conduct the business of the corporation, but at least annually.
- 3.02 Number. The number of Directors shall be no less than three, and the total number shall be fixed from time to time by the Board of Directors.
- 3.03 Tenure. Each Director of the Corporation shall hold office until his successor becomes qualified and assumes office or his earlier death, resignation, or removal.
- 3.04 Resignation. Any Director may resign at any time by providing written notice to the Corporation. The resignation will be effective on receipt of the notice or at a later time designed in the notice. A successor shall be appointed as provided in Section 3.06 of the By-Laws.
- 3.05 Removal of Directors. Any Director may be removed by a vote of two-thirds of the remaining Directors of the Board.
- 3.06 Board Vacancies. Any vacancy occurring in the Board of Directors by reason of death, resignation, removal or other inability of a director to serve may be filled by the remaining Directors, or by a person selected by two-thirds of the remaining directors of the Board. The decision to fill with the remaining directors or by selecting another person to fill the vacancy shall be based on a two-thirds vote of the remaining directors of the Board. A direction elected to fill a vacancy shall serve for the unexpired portion of the term.
- 3.07 Annual Meeting. Unless the Board of Directors shall otherwise determine, the annual meeting of the Board of Directors shall be held on a date to be determined by the Board of Directors each year. At the annual meeting, the Board of Directors shall elect officers and consider such other business as may properly be brought before the meeting. If less than a quorum of the directors appears for an annual meeting of the Board of Directors, the holding of such annual meeting shall not be required and matters which might have

been taken up at the annual meeting may be taken up at any later regular, special or annual meeting or by consent resolution.

- 3.08 Regular Meetings. Regular meetings of the Board may be held at such times and places as the directors may from time to time determine at a prior meeting or as shall be directed or approved by the vote or written consent of all directors.
- 3.09 Special Meetings. Special meetings of the Board may be called by the President or any two (2) Directors at a time and place as determined by those persons authorized to call special meetings. Notice of the time and place of special meetings shall be given to each Director in any manner at least three (3) days before the meeting.
- 3.10 Notice. Written notice of the time and place of all meetings of the Board of Directors shall be given to each director at least five (5) days before the date of the meeting, either personally or by mailing such notice to each Director at the address designated by the director for such purpose, or if none is designated, at the director's last known address. Notices of special meetings shall state the purpose or purposes of the meeting, and no business may be conducted at a special meeting except the business specified in the notice of the meeting. Notice of any meeting of the Board of Directors may be waived in writing before, at, or after the meeting. The attendance of a Director at a Board meeting shall constitute a waiver of notice of the meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.
- 3.11 Meeting by Telephone or Similar Equipment. A Director may participate in a meeting by conference telephone or any similar communications equipment through which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section constitutes presence in person at the meeting.
- 3.12 Quorum. A majority of the Directors then in office constitutes a quorum for the transaction of any business at any meeting of the Board. Actions voted on by a majority of Directors present at a meeting where a quorum is present shall constitute authorized actions of the Board.
- 3.13 Consent to Corporate Actions. Any action required or permitted to be taken pursuant to authorization of the Board may be taken without a meeting if, before or after the action, all Directors consent to the action in writing. Written consents shall be filed with the minutes of the Board's proceeding.
- 3.14 Dissolution. In the event the Board authorizes dissolution of the Corporation, upon dissolution the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, identify and distribute the assets of the Corporation to a comparable Section 501(c)(3) organization. Any assets not disposed of in accordance with this provision shall be disposed of by the circuit court of the county in which the principal office of the corporation is then located, exclusively for such

purposes or to such organization or organizations that the court shall determine and that are organized and operated exclusively for such purposes.

## **ARTICLE IV COMMITTEES**

- 4.01 **General Powers.** The Board, by resolution adopted by a vote of a majority of its Directors, may designate one or more committees, each committee consisting of one (1) or more Directors. The Board may also designate one or more Directors as alternate committee members who may replace an absent or disqualified member at a committee meeting. If a committee member is absent or disqualified from voting, then members present at a meeting who are not disqualified from voting may, whether or not they constitute a quorum, unanimously appoint an alternate Board member to act at the committee meeting in place of the absent or disqualified member. All committees designated by the Board shall serve at the pleasure of the Board.

A committee designated by the Board may exercise any powers of the Board in managing the Corporation's business affairs, to the extent provided by resolution of the Board. However, no committee shall have the power to:

- a) amend the Articles of Incorporation;
- b) adopt an Agreement of Merger or Consolidation;
- c) amend the By-Laws of the Corporation;
- d) recommend dissolution or revocation of a dissolution of the Corporation;
- e) fill vacancies on the Board.

- 4.02 **Meetings.** Committees shall meet as directed by the Board and their meetings shall be governed by the rules provided in these By-laws for meetings of the Board. Minutes shall be recorded at each committee meeting and shall be presented to the Board.
- 4.03 **Consent to Committee Actions.** Any action required or permitted to be taken pursuant to authorization of a committee may be taken without a meeting, if, before or after the action, all members of the committee consent to the action in writing. Written consents shall be filed with the minutes of the committee's proceedings.

## **ARTICLE V OFFICERS**

- 5.01 **Number.** The Officers of the Corporation shall be appointed by the Board. The Officers shall be a President, Vice-President, Secretary and a Treasurer. There may also be a Chairperson and such other Officers as the Board deems appropriate. The President and Vice-President shall be voting members of the Board. Two or more offices may be held by the same person, but such person shall not execute, acknowledge or verify an instrument in more than one capacity if the instrument is required by law or by the

President or by the Board to be executed, acknowledged or verified by two (2) or more Officers.

- 5.02 **Term of Office.** Each Officer shall hold office for the term of one-year appointed and until a successor is appointed and qualified. An Officer may resign at any time by providing written notice to the Corporation. Notice of resignation is effective on receipt or at a later time designated in the notice.
- 5.03 **Removal.** An Officer appointed by the Board may be removed with or without cause by vote of a majority of the Board. The removal shall be without prejudice to the person's contract rights, if any. Appointment to an office does not of itself create contract rights.
- 5.04 **Vacancies.** A vacancy in any office for any reason may be filled by the Board.
- 5.05 **President.** The President shall be the Chief Executive Officer of the Corporation and shall have authority over the general control and management of the business and affairs of the Corporation. The President shall have power to appoint or discharge employees, agent or independent contractors, to determine their duties, and to fix their compensation. The President shall sign all corporate documents and agreements on behalf of the Corporation, unless the President or the Board instructs that the signing be done with or by some other officer, agent or employee. The President shall see that all actions taken by the Board are executed and shall perform all other duties incident to the office. This is subject, however, to the right of the Board to delegate any specific power to any other Officer of the Corporation.
- 5.06 **Vice President.** The Vice President, if any, shall have the power to perform duties that may be assigned by the President or the Board. If the President is absent or unable to perform his or her duties, the Vice President shall perform the President's duties until the Board directs otherwise. The Vice President shall perform all duties incident to the office.
- 5.07 **Chairperson.** The Chairperson, if elected, shall preside at all Board meetings. The Chairperson shall have the power to perform duties as may be assigned by the Board. The Chairperson shall perform all duties incident to the office.
- 5.08 **Secretary.** The Secretary shall (a) keep minutes of Board meetings; (b) be responsible for providing notice to each Director as required by law, the Articles of incorporation, or these By-Laws; (c) be the custodian of corporate records; (d) keep a register of the names and addresses of each Officer and Director; and (e) perform all duties incident to the office and other duties assigned by the President or the Board. If the Chairman is absent or unable to perform his or her duties, the Secretary shall perform the duties until the Board directs otherwise.
- 5.09 **Treasurer.** The Treasurer shall (a) have charge and custody over corporate funds and securities; (b) keep accurate books and records of corporate receipts and disbursements;

(c) deposit all monies and securities received by the Corporation at such depositories in the Corporation's name that may be designated by the Board; (d) complete all required corporate filings; and (e) perform all duties incident to the office and other duties assigned by the President or the Board.

## ARTICLE VI MISCELLANEOUS

- 6.01 Notice. All notices to the directors or officers of the corporation shall be mailed or electronically submitted to the address designated by that person for the purpose of said notice; or if no address is designated, at his last known address. The said notice is deemed to have been served when it is deposited with postage thereon, prepaid, in a U.S. Post Office or U.S. Mail Box, or when submitted electronically without receipt of an automated undeliverable response.
- 6.02 No corporate documents (including stocks, bonds, agreements, insurance and annuity contracts, qualified and nonqualified deferred compensation plans, checks, notes, disbursements, loans, and other debt obligations) shall be signed by any officer, designated agent, or attorney-in-fact unless authorized by the board.
- 6.03 Directors shall receive no compensation for their services on the Board of Directors. The preceding sentence shall not, however, prevent the corporation from purchasing insurance as provided in these by-laws or prevent the Board of Directors from providing reasonable compensation to a director for services that are beyond the scope of the director's duties as a director or from reimbursing any director for expenses actually and necessarily incurred in the performance of the director's duties as a director. Employees, accountants, counsel and other service providers of the corporation may be compensated with reasonable compensation for services actually performed.

## ARTICLE VII INDEMNIFICATION

- 7.01 Non-derivative Actions. Subject to all of the other provisions of this Article, the Corporation shall indemnify any person who was or is a party, or is threatened to be made a party to, any threatened, pending or completed action, suit or proceedings. This includes any civil, criminal, administrative or investigative proceedings, whether formal or informal (other than an action by or in the right of the Corporation). Such indemnification shall apply only to a person who was or is a Director or Officer of the Corporation or who was or is serving at the request of the Corporation as a Director, officer, partner, trustee, volunteer, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, whether for profit or not for profit. The person shall be indemnified and held harmless against expenses (including attorney fees), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding, if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation. With respect to

any criminal action or proceeding the person must have had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement or conviction or on a plea of nolo contendere or its equivalent, shall not by itself create a presumption that (a) the person did not act in good faith and in a manner the person reasonably believed to be opposed to the best interests of the Corporation, or (b) with respect to any criminal action or proceeding, the person had reasonable cause to believe that his or her conduct was unlawful.

- 7.02 **Derivative Actions.** Subject to all of the provisions of this Article, the Corporation shall indemnify any person who was or is a party to, or is threatened to be made a party to, any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor because (a) the person was or is a Director or Officer of the Corporation, or (b) the person was or is serving at the request of the Corporation as a Director, officer, partner, trustee, volunteer, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, whether or not for profit. The person shall be indemnified and held harmless against expenses (including actual and reasonable attorney fees) and amounts paid in settlement incurred by the person in connection with such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation. However, indemnification shall not be made for any claim, issue or matter in which the person has been found liable to the Corporation unless and only to the extent that the court in which such action or suit was brought has determined on application that, despite the adjudication of liability but in view of all circumstances of the case, the person is fairly and reasonably entitled to indemnification for the expenses that the court considers proper.
- 7.03 **Expenses of Successful Defense.** To the extent that a person has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in this Article, or in defense of any claim, issue or matter in the action, suit or proceeding, the person shall be indemnified against expenses (including actual and reasonable attorney fees) incurred in connection with the action and in any proceeding brought to enforce the mandatory indemnification provided by this Article.
- 7.04 **Contract Right: Limitation on Indemnity.** The right to indemnification conferred in this Article shall be a contract right. Except as provided this Article, the Corporation shall have no obligations to indemnify any person in connection with any proceeding, or part thereof, initiated by such person without authorization by the Board.
- 7.05 **Determination that Indemnification is Proper.** Any indemnification under this Article (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case. The Corporation must determine that indemnification of the person is proper in the circumstances because the person has met the applicable standard of conduct set forth in Sections 7.01 or 7.02, whichever is applicable. Such determination shall be made in any one of the following ways, as selected by the Board:

- a) by a majority vote of a quorum of the Board consisting of Directors who were not parties to such action, suit or proceeding,
  - b) if the quorum described in clause (a) above is not obtainable, then by a committee of directors who are not parties to the action. The committee shall consist of not less than two disinterested Directors, or
  - c) by independent legal counsel in written opinion.
- 7.06 Proportionate Indemnity. If a person is entitled to indemnification under this Article for a portion of expenses, including attorney fees, judgments, penalties, fines and amounts paid in settlement, but not for the total amount, the Corporation shall indemnify the person for the portion of the expenses, judgments, penalties, fines or amounts paid in settlement for which the person is entitled to be indemnified.
- 7.07 Expenses Advance. If authorized by the Board, expenses incurred in defending a civil or criminal action, suit or proceeding described in this Article may be paid by the Corporation in advance of the final disposition of the action, suit or proceeding, on receipt of an undertaking by or on behalf of the person involved to repay the expenses, if it is ultimately determined that the person is not entitled to be indemnified by the Corporation. The undertaking shall be an unlimited general obligation of the person on whose behalf advances are made, but need not be secured.
- 7.08 Nonexclusively of Rights. The indemnification or advancement of expenses provided under this Article is not exclusive of other rights to which a person seeking indemnification or advancement of expenses may be entitled under a contractual arrangement with the Corporation. However, the total amount of expenses advanced or indemnified from all sources combined shall not exceed the amount of actual expenses incurred by the person seeking indemnification or advancement of expenses.
- 7.09 Indemnification of Employees and Agents of the Corporation. The Corporation may, to the extent specifically authorized by the Board, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article with respect to the indemnification and advancement of expenses of Directors and Officers of the Corporation.
- 7.10 Continuation of Indemnification. The indemnification provided in this Article continues for a person who has ceased to be in the position which created their eligibility for indemnification and shall inure to the benefit of the heirs, executors and administrators of that person.
- 7.11 Insurance. The Corporation may purchase and maintain insurance on behalf of any person who (a) was or is a Director, Officer, employee or agent of the Corporation, or (b) was or is serving at the request of the Corporation as a Director, officer, volunteer, employee or agent of another corporation, partnership, joint venture, trust or other



enterprise. Such insurance may protect against any liability asserted against the person and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Corporation would have power to indemnify against such liability under this Article or the laws of the State of Michigan.

- 7.12 Changes in Michigan Law. If there are any changes in the Michigan statutory provisions applicable to the Corporation and relating to the subject matter of this Article, then the indemnification to which any person shall be entitled shall be determined by such changed provisions, but only to the extent that any such change permits the Corporation to provide broader indemnification rights than such provisions permitted the Corporation to provide before any such change.

## **ARTICLE VIII FISCAL YEAR**

The fiscal year of the Corporation shall be as determined by the board of directors.

## **ARTICLE IX AMENDMENTS**

The Board of Directors, at any regular or special meeting, may amend or repeal these By-Laws, or adopt new By-Laws by vote of a majority of the Directors, if notice setting forth the terms of the proposal has been given in accordance with any notice requirements for such meeting of the Board.

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: DEC 28 2017

FLINT FIREBIRDS FOUNDATION  
C/O DAWN TROUT  
7021 CONSTITUTION BLVD STE 5  
FORT MYERS, FL 33967

Employer Identification Number:  
47-5056117  
DLN:  
17053297377007  
Contact Person:  
CARLY D YOUNG ID# 31494  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
509(a)(2)  
Form 990/990-EZ/990-N Required:  
Yes  
Effective Date of Exemption:  
September 14, 2015  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

FLINT FIREBIRDS FOUNDATION

We sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

*Stephen A. Martin*

Director, Exempt Organizations  
Rulings and Agreements

## **Flint Firebirds Foundation**

### **Description of your Activities:**

The Flint Firebirds Foundation is organized and shall be operated exclusively for the following charitable and educational purposes:

- a. To receive and administer funds and to support and assist youth hockey with participation, growth, and general youth initiatives Genesee County, Michigan and Lapeer County, Michigan.
- b. To acquire, own, dispose of, lease, and deal with real and personal property and interest therein and to apply gifts, grants, bequests and devises and their proceeds in furtherance of the purposes of the corporation.
- c. To do such things and to perform such acts to accomplish its purposes as the Board of Directors may determine to be appropriate and, as are not forbidden by Sections 501(c)(3) and 509(a)(3) of the Code, with all the power conferred on nonprofit corporations under the laws of the State of Michigan.

The Flint Firebirds Charitable Foundation is created to support general youth initiatives and youth hockey in Genesee and Lapeer Counties in Michigan. The Foundation raises money at Firebirds hockey games at the Dort Federal Event Center via chuck-a-puck sales, live and silent jersey auctions and fan and corporate partner donations.

## **Flint Firebirds Foundation**

### **Part VI - Your Members & Other Ind. & Organizations that receive benefits from you**

#### **Description of Programs**

##### **Question 1b:**

- Flint Firebirds Hockey Team Members donate their player's jerseys to Flint Firebirds Foundation. The jerseys are then auctioned off in live and silent auctions.
- The Hockey Team donates player autographs on team memorabilia and promotional jersey's for auctions.
- Flint Firebirds Hockey Team donates used equipment to the Flint Firebird Foundation. The equipment is auctioned off.
- Chuck-A-Puck Sales allows fans to purchases a plastic puck at a Flint Firebirds Hockey Game and is giving a chance to "chuck the puck" into the hockey net.
- Individuals and Corporate partners provide monetary donations to the Flint Firebird Foundation.
- 50/50 Raffle - Raffle tickets may be purchased during a Flint Firebird Game. The raffle winner will received 50% of the raffle proceeds for that game day only. The remaining proceeds are distributed to the Flint Firebirds Foundation.

*(Reference: Form 1023, Part VI, Page 5, question 1b)*



Charitable Gaming Division  
Box 30023, Lansing, MI 48909  
OVERNIGHT DELIVERY:  
101 E. Hillsdale, Lansing MI 48933  
(517) 335-5780  
www.michigan.gov/cg

**LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES**  
(Required by MCL 432.103(K)(II))

At a \_\_\_\_\_ meeting of the \_\_\_\_\_  
REGULAR OR SPECIAL TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by \_\_\_\_\_ on \_\_\_\_\_  
DATE

at \_\_\_\_\_ a.m./p.m. the following resolution was offered:  
TIME

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_

that the request from \_\_\_\_\_ of \_\_\_\_\_  
NAME OF ORGANIZATION CITY

county of \_\_\_\_\_, asking that they be recognized as a  
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for \_\_\_\_\_  
APPROVAL/DISAPPROVAL

**APPROVAL**

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

**DISAPPROVAL**

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

I hereby certify that the foregoing is a true and complete copy of a resolution offered and  
adopted by the \_\_\_\_\_ at a \_\_\_\_\_  
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD REGULAR OR SPECIAL

meeting held on \_\_\_\_\_  
DATE

SIGNED: \_\_\_\_\_  
TOWNSHIP, CITY, OR VILLAGE CLERK

PRINTED NAME AND TITLE

ADDRESS

COMPLETION: Required.  
PENALTY: Possible denial of application.

BSL-CG-1153(R6/09)

180395

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

PRESENTED: 8-8-18

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

**RESOLUTION APPROVING A BUDGET AMENDMENT AND AUTHORIZATION FOR  
THE MAYOR TO SIGN HUD-1044 FORMS FOR CHOICE NEIGHBORHOODS  
IMPLEMENTATION GRANT FROM U.S. DEPARTMENT OF HOUSING AND URBAN  
DEVELOPMENT**

**BY THE MAYOR:**

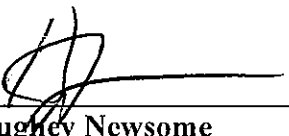
The City was awarded grant funding from the U.S. Department of Housing & Urban Development in the amount of \$30,000,000.00; and

This grant is for the implementation of the *Imagine Flint* South Flint Community Plan Choice Neighborhoods Initiative.

This program is an effort led by the City of Flint Planning Division, in collaboration with the Flint Housing Commission to relocate the Atherton East public housing development, improve access to services, and implement stabilization efforts throughout the South Flint neighborhood over the next six years.

**IT IS RESOLVED** that appropriate City officials are authorized to sign HUD 1044 forms and process a budget amendment recognizing grant revenue and corresponding appropriation of funds under grant code FHUD-18-CHOICE, account number 296-691.401 in the amount of \$30,000,000.00.

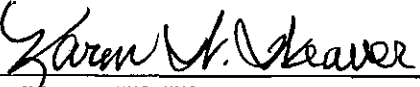
**APPROVED AS TO FINANCE:**

  
\_\_\_\_\_  
Hughey Newsome  
Chief Financial Officer

**APPROVED AS TO FORM:**

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

**ADMINISTRATION:**

  
\_\_\_\_\_  
Dr. Karen W. Weaver  
Mayor

**CITY COUNCIL:**

\_\_\_\_\_  
Herbert Winfrey  
City Council President

## BUDGET AMENDMENT STAFF REVIEW FORM

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**DATE:** August 7, 2018

**Agenda Item Title:** RESOLUTION APPROVING A BUDGET AMENDMENT AND AUTHORIZATION FOR THE MAYOR TO SIGN HUD-1044 FORMS FOR CHOICE NEIGHBORHOODS IMPLEMENTATION GRANT FROM U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**Prepared By:** Kristin Stevenson, Project Coordinator/Planner I

**Background/Summary of Proposed Action:**

In July 2018, the City received \$30,000,000.00 of grant funding from the U.S. Department of Housing and Urban Development (HUD) to implement the Transformation Plan created through the South Flint Choice Neighborhoods Initiative. The program will be led by the Planning Division and in collaboration with the Flint Housing Commission to allow the City to move forward with the relocation of Atherton East Townhomes and implement the projects outlined in the vision of the South Flint Community Plan.

The grant is for six years and will allow the Division to hire up to five new positions; Program Coordinator, Planner I, and three outreach assistants. The grant will drastically improve the stability of several neighborhoods in South Flint and allow for continued community engagement.

The Choice Neighborhoods Implementation Grant will allow the City to further implement many strategies identified in the master plan and specifically "create multi-income housing by integrating public and affordable housing into new developments".

**Financial Implications:**

This grant leverages existing funds throughout the community, and delivers no impact to the City's General Fund accounts.

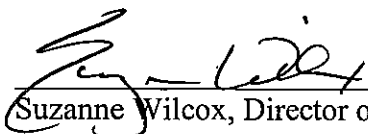
**Budgeted Expenditure:** Yes ☒ No ☐ Please explain, if no:

**Pre-encumbered:** Yes ☐ No ☒

**Account No.:** To be appropriated by Finance under grant code FHUD18CHOICE and under accounts 296-691.401-XXX.XXX

**Staff Recommendations:**

The Director of Department of Planning and Development recommends approval of this budget amendment.



Suzanne Wilcox, Director of Planning and Development



# **FY2017 Choice Neighborhoods Implementation Grant Agreement**

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**FY2017 Choice Neighborhoods  
IMPLEMENTATION GRANT AGREEMENT**

This grant agreement ("Grant Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and the Lead and Co-Applicant(s) ("Grantee"). On July 6, 2018, HUD awarded the Grantee a Choice Neighborhoods Implementation Grant from fiscal year 2017 funds, for the implementation of a Transformation Plan ("Transformation Plan") that is identified in this Grant Agreement below.

HUD agrees, subject to the terms of this Grant Agreement, to provide grant funds to the Grantee, in the total amount listed on the form HUD-1044, for the activities described in the Transformation Plan as defined in Article III. Either the Lead Applicant or the Co-Applicant Grantee may be the designated entity with access to LOCCS for drawing down grant funds.

The assistance that is the subject of this Grant Agreement is authorized by, and required to be used in accordance with, Section 24 of the U.S. Housing Act of 1937, the Consolidated and Further Continuing Appropriations Act, 2017 (Pub. L. 115-31, approved May 5, 2017) ("2017 HUD Appropriations Act), (collectively the "Choice Neighborhoods Authorization").

The form HUD-1044 and Exhibit A are incorporated into and subject to the terms of this Grant Agreement.

HUD and the Grantee hereby agree to be bound by the following terms and conditions of this Grant Agreement:

## **ARTICLE I. Choice Neighborhoods Requirements**

The Grantee agrees to conduct all activities to be assisted with funds provided under this Grant Agreement in accordance with the following requirements, as such requirements now exist or as they may hereafter be amended (hereafter collectively referred to as the “Choice Neighborhoods Requirements”):

- A. the U.S. Housing Act of 1937, as amended (the “1937 Act”), as applicable, and all implementing regulations;
- B. the 2017 HUD Appropriations Act (Public Law 115-31, approved May 5, 2017);
- C. the Fiscal Year (FY) 2017 Notice of Funding Availability for the Choice Neighborhoods Initiative Implementation Grants published via Grants.gov on August 24, 2017 (the “Choice Neighborhoods Implementation NOFA”) and NOFA Policy Requirements and General Section (General Section) to HUD’s FY2017 NOFAs for Discretionary Programs, dated September 30, 2016 and published via Grants.gov, incorporated therein.
- D. 31 U.S.C. § 1552. In accordance with this statute, all FY2017 funding must be expended by September 30, 2024. Any funds that are not expended by that date will be cancelled and recaptured by the Treasury, and thereafter will not be available for obligation or expenditure for any purpose.
- E. In accordance with section 24(e)(2)(D) of the 1937 Act, Grantees must involve affected residents of the targeted public and/or assisted housing during the implementation process. Grantees are required to involve the affected public and/or assisted housing residents in the implementation of the Transformation Plan. This involvement must be continuous from the beginning of the planning process through the implementation and management of the grant. In addition to the statutory requirement, unless HUD indicates otherwise in writing, Grantees will be expected to undertake resident and community involvement in a manner and method at least as comprehensive as that described in your grant application.
- F. all executive orders applicable to the activities being conducted with funds provided under this Grant Agreement;
- G. the terms and requirements of this Grant Agreement, and any amendments or addenda thereto;
- H. all other applicable Federal requirements, including, without limitation, those set forth the FY2017 Appropriations Act and those set forth in Appendix A; and
- I. all regulations, handbooks, notices, and policies applicable to the activities being conducted with funds provided under this Grant Agreement.

## **ARTICLE II. Program Overview**

A. Goals of the Choice Neighborhoods Program. The Choice Neighborhoods Program employs a comprehensive approach to neighborhood transformation. The program transforms neighborhoods of concentrated poverty into mixed-income neighborhoods of long-term viability by revitalizing severely distressed public and/or assisted housing; improving access to economic opportunities; and investing and leveraging investments in well-functioning services, effective schools and education programs, public assets, public transportation, and improved access to jobs. Choice Neighborhoods ensures that current residents benefit from this transformation by preserving affordable housing in the neighborhood or providing the choice to move to affordable housing in another neighborhood of opportunity. The purpose of this grant is to implement a Transformation Plan that has been developed through a local planning process and furthers the goals of the Choice Neighborhoods Program. The core goals of Choice Neighborhoods are:

- 1. Housing:** Replace distressed public and assisted housing with high-quality mixed-income housing that is well-managed and responsive to the needs of the surrounding neighborhood;
- 2. People:** Improve outcomes of households living in the target housing related to employment and income, health, and children's education; and
- 3. Neighborhood:** Create the conditions necessary for public and private reinvestment in distressed neighborhoods to offer the kinds of amenities and assets, including safety, good schools, and commercial activity, that are important to families' choices about their community.

## **ARTICLE III. Choice Neighborhoods Transformation Plan**

- A. General. The Grantee's Choice Neighborhoods Transformation Plan ("Transformation Plan") consists of a document or documents reviewed and approved by HUD to govern the transformation of the neighborhood. The Transformation Plan should integrate effective strategies to implement public and/or assisted housing revitalization, the coordination and design of supportive services, including educational opportunities for children, and neighborhood-level planning to improve a range of neighborhood assets. The Transformation Plan should be created as part of a collaborative planning process that involves neighborhood stakeholders and local governmental entities. The Transformation Plan should translate the three core goals of Choice Neighborhoods – Housing, People and Neighborhood – into a strategy that will direct investments, demonstrate the commitment among a range of public and private partners to address interdependent neighborhood challenges, utilize data to set and monitor progress toward implementation goals, and engage community stakeholders and residents in meaningful decision-making roles.
- B. Components of the Transformation Plan. The Grantee's Transformation Plan includes each of the following components, as needed for the Transformation Plan and as approved by HUD. Because some of these documents may be submitted to HUD for approval throughout the implementation of the Grant Agreement, an approved Transformation Plan shall be

deemed to mean the most recent set of documents that have been submitted to (as set forth in this Article) and approved by HUD:

1. The Grantee's Choice Neighborhoods application, submitted in response to the FY2017 Choice Neighborhoods Implementation NOFA (the "Choice Neighborhoods Application");
2. Post Application Submissions that HUD requires the Grantee to submit following HUD's review of the Choice Neighborhoods application and/or as a result of a site visit to the neighborhood which is the target of redevelopment under this grant ("Development"), including but not limited to:
  - a. any additional information required for HUD to approve demolition of the target public and/or assisted housing based on the Choice Neighborhoods application;
  - b. certifications and assurances;
  - c. a Program Schedule, in accordance with the timeframes established in this Article;
  - d. a Choice Neighborhoods Budget (all phases) as described in Article VI;
  - e. any other information or documentation that is not otherwise required under any other component of the Transformation Plan that is requested by HUD to supplement or refine information provided in the Choice Neighborhoods Application or to meet any terms or conditions of the Grant Agreement; and
  - f. any waiver requests;

(Subparagraphs (a) through (f) are hereafter collectively referred to as, "Post Application Submissions.")

3. a Supportive Services/People plan;
4. the Grantee's submissions to HUD in connection with an Endowment Trust, if applicable, in accordance with Article IV(J) (including but not limited to submission of a Choice Neighborhoods Endowment Trust Addendum);
5. for public housing only, a Demolition Application, if applicable, as described in Article IV;
6. for public housing only, a Disposition Application relating to the Development, as described in Article IV, to the extent applicable;
7. a development proposal(s), as described in Article IV;
8. a homeownership proposal, as applicable, as described in Article IV;

9. a plan for Critical Community Improvements projects, as applicable; and
  10. any amendment or modification of the foregoing, as approved in writing by HUD.
- C. Incorporation into Grant Agreement. As each component of the Transformation Plan is approved in writing by HUD, it will be deemed to be incorporated into this Grant Agreement.
- D. Time Periods for Implementation. The Grantee agrees to implement its Transformation Plan in accordance with the approved Program Schedule, including but not limited to the following time periods:
1. In accordance with the Choice Neighborhoods Implementation NOFA as incorporated by Article I(C) above.
  2. Items identified in paragraph (B) of this Article must be submitted to HUD in accordance with the HUD-approved Program Schedule. The Program Schedule is due to HUD within 120 calendar days (weekends and holidays are not excluded) from the Grant Award Date. HUD reserves the right to require Grantee to make edits to these items to put them in a form and substance acceptable to HUD.
  3. The Grantee must start service coordination and case management services as soon as possible, if they have not already. The Grantee must have started these services within 60 days of the Grant Award Date. It is imperative that case management services begin immediately so that residents who will be relocated have time to participate in and benefit from Supportive Services activities before leaving the site; and that residents who have already been relocated are able to participate in and benefit from Supportive Services activities.
  4. The Grantee must submit the People/Supportive Services plan within six months of the Grant Award Date for HUD's review and approval.
  5. The Grantee must submit the Critical Community Improvements plan within 12 months of the Grant Award Date for HUD's review and approval.
  6. The closing of the first housing phase of development must take place within 18 months of the Grant Award Date. For this purpose, "closing" means all financial and legal arrangements have been executed and actual activities (construction, etc.) are ready to commence. The construction Notice to Proceed or equivalent must be issued no later than 90 days after the closing date, unless otherwise approved by HUD.
  7. Grantees must start housing rehabilitation/construction within 21 months of the Grant Award Date.
  8. Grantees must complete replacement housing rehabilitation/construction by obtaining a certificate of occupancy or equivalent for units funded with Choice Neighborhoods funds

by September 30, 2024. In accordance with the statutory deadline for expenditure of funds, HUD cannot approve an extension to this milestone.

- E. Time Extensions. All requests for extensions of the time periods for implementation listed in paragraph (D)(1)-(7) of this Article must be requested by the Grantee in advance of the deadline date. All requests for extensions must be made in writing to the Office of Public Housing Investments and will be reviewed and approved or disapproved by the Assistant Secretary of Public and Indian Housing and/or the Deputy Assistant Secretary for the Office of Public Housing Investments.

#### **ARTICLE IV. Transformation Activities and Requirements**

- A. Program Activities. Grantees must include the activities listed in Section III.E.1 of the Choice Neighborhoods Implementation NOFA in their Transformation Plan.
- B. Program Requirements. Grantees must comply with the Program Requirements stated in Section III.E.2 of the Choice Neighborhoods Implementation NOFA, some of which are restated in this Article for emphasis and/or with additional detail.
- C. One-for-one Replacement of Public and/or Assisted Housing. Each Transformation Plan must comply with the applicable one-for-one replacement requirement as stated in Section III.E.2.b of the Choice Neighborhoods NOFA.
- D. Replacement Housing Development Activities.
  - 1. Public Housing Development Activity. For any public housing development activity under the Transformation Plan (whether on-site reconstruction or off-site development), the Grantee must obtain HUD approval of a development proposal submitted under 24 CFR 905.606 ("Development Proposal").
  - 2. Any RAD conversion must be done in accordance with the protocol for reviewing RAD/Choice Neighborhoods projects or subsequent guidance.
  - 3. For projects involving Section 8, both Project Based Rental Assistance (PBRA) and Project Based Vouchers (PBV), and Choice Neighborhoods funding, HUD will review the development proposal in accordance with the Cost Controls and Safe Harbor Standards developed November 2015, or subsequent guidance.
- E. Rehabilitation Activities. For rehabilitation and physical improvement of public housing and/or community facilities primarily intended to facilitate the delivery of community and supportive services for residents of the Development and residents of off-site replacement housing under the Transformation Plan, the Grantee will comply with 24 CFR § 905.
- F. Affordable Housing Development Activities. Affordable housing (non-replacement, rental or homeownership, as defined in the NOFA) units developed with Choice Neighborhoods

funds must be done in accordance with a proposal approved by HUD. Such units must be available to families earning 81-120 percent of AMI and grantees shall commit to an affordability period of at least 20 years. Affordable housing units must be in the same building with replacement units, except for buildings with one to four units total. Further, affordable housing units cannot include other funding that restricts incomes below 120% AMI (e.g. Low-Income Housing Tax Credits). The affordability restrictions shall be contained in a legally enforceable document recorded in the appropriate recorder's office or registry of deeds and consistent with long-term viability of the project.

- G. Demolition of Public Housing. You cannot carry out nor permit others to carry out the demolition of the targeted public housing project or any portion of the project until HUD approves, in writing, one of the following ((1) - (3) of this section), and until HUD has also:
- (i) approved a Request for Release of Funds submitted in accordance with 24 CFR part 58, or
  - (ii) if HUD performs an environmental review under 24 CFR part 50, has approved the property for demolition, in writing, following its environmental review.
- 1. Information regarding demolition in your Choice Neighborhoods Application, along with Post Application Submissions requested by HUD after the award of the grant. Section 24(g) of the 1937 Act provides that severely distressed public housing that is demolished pursuant to a revitalization plan is not required to be approved through a demolition application under section 18 of the 1937 Act or regulations at 24 CFR part 970.
  - 2. A demolition application under section 18 of the 1937 Act.
  - 3. A section 202 Mandatory Conversion Plan, in compliance with regulations at 24 CFR part 971 and other applicable HUD requirements, if the project is subject to Mandatory Conversion (section 202 of the Omnibus Consolidated Rescissions and Appropriations Act of 1996, Pub. L. 104-134, approved April 26, 1996). A Mandatory Conversion Plan concerns the removal of a public housing project from a PHA's inventory.
- H. Demolition of Multifamily Housing. For projects subject to a project-based section 8 Housing Assistance Payments ("HAP") contract, the Grantee will not engage in or permit the partial or total demolition of the project, or any activities related thereto, including any activities in preparation for such demolition, without the prior written consent of HUD. Such consent will not be provided until HUD has first approved (i) a proposal for preserving the project-based section 8 HAP contract consistent with applicable statutory authority (e.g., section 212(a) of the 2012 HUD Appropriations Act, or successor legislation; or section 8(bb)(1) of 1937 Act) and all related Departmental policies, procedures, and requirements; (ii) a proposal for project rehabilitation; and (iii) a replacement housing plan that provides for the orderly, temporary relocation of relocated families (e.g., based on the requirements of Housing Handbook 4350.1 REV-1 CHG-2, Chapter 38 (Multifamily Emergency/Disaster Guidance), section 38-32C (Section 8 Pass Through)) that ensures decent, safe, and sanitary housing, consistent with 24 CFR Part 5 Subpart G (Physical Condition Standards and Inspection Requirements) and 24 CFR Part 200 Subpart P (Physical Condition of Multifamily Properties), at the beginning of and throughout the relocation period.



I. Disposition of Public Housing. This section applies only to disposition of public housing.

1. Disposition of a severely distressed public housing site, by sale or lease, in whole or in part, must be done in accordance with section 18 of the 1937 Act and implementing regulations at 24 CFR part 970, as applicable.
2. The Grantee will also comply with the provisions of its approved disposition application (the approved "Disposition Application"), unless otherwise modified in writing by HUD, and with the procedures for processing dispositions associated with mixed-finance projects as set forth by HUD.
3. A ground lease of one year or more that is not incident to the normal operation of a development is considered to be a disposition that is subject to section 18 of the 1937 Act.

J. Relocation.

1. General. The Grantee will provide suitable, decent, safe, and sanitary housing for each family required to relocate because of transformation activities under the Transformation Plan.
2. Relocation Plan for Public Housing Units. The Grantee must carry out its relocation activities in compliance with a relocation plan that conforms with the following statutory and regulatory requirements, as applicable (the "Relocation Plan") for displacement or temporary relocation carried out as a result of:
  - a. **Rehabilitation, acquisition, or demolition pursuant to section 24 of the 1937 Act** under an approved Plan is subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 *et seq*; 49 CFR part 24) (URA) and regulations at 24 CFR § 905.308 or successor part and meets the requirements of the Choice Neighborhoods Implementation NOFA.
  - b. **Disposition or demolition pursuant to section 18 of the 1937 Act** under an approved Transformation Plan is subject to section 18 of the 1937 Act as amended and 24 CFR 970.21.
    - i. Exception: displacement or temporary relocation carried out as a result of **disposition** pursuant to the mixed-finance development requirements at 24 CFR 905, subpart F is subject to section 18 of the 1937 Act but not 24 CFR 970.21.
  - c. **Disposition pursuant to a Section 202 mandatory conversion plan** (section 33 of the 1937 Act) is subject to Section 18 of the 1937 Act and 24 CFR Part 971.
  - d. **Demolition pursuant to a Section 202 mandatory conversion plan** (section 33 of the 1937 Act) is subject to the URA.If the project also utilizes Community Development Block Grant (CDBG) or HOME funds, section 104(d) of the Housing and Community Development Act of 1974 may also apply. Please refer to the Tenant Assistance Relocation and Real Property Acquisition Handbook (HUD Handbook 1378) for detailed information.

3. Relocation Plan for Non-Public Housing Units. Except for displacement resulting from demolition or disposition activities subject to section 18 of the 1937 Act, projects involving real property acquisition, rehabilitation or demolition are subject to the URA and the requirements of the Choice Neighborhoods Implementation NOFA. For projects subject to a project-based section 8 HAP contract, the Grantee will (i) secure or cause to be secured temporary replacement housing for displaced families; will ensure that (ii) the temporary housing is available for the entire duration of the displacement period; and (iii) the housing meets the requirements of 24 CFR Part 5, Subpart G (“Physical Condition Standards and Inspection Requirements”) and 24 CFR Part 200 Subpart P (“Physical Condition of Multifamily Properties”) at the beginning of and throughout the displacement period. To satisfy this requirement, the Grantee is encouraged to adopt the model and the related procedures in Housing Handbook 4350.1 REV-1 CHG-2, Chapter 38 (“Multifamily Emergency/Disaster Guidance”), section 38-32 C (“Section 8 Pass Through”) for the temporary relocation of section 8-assisted families necessitated by a natural disaster or other emergency. Based on this model and the related procedures, the Grantee is authorized to enter into a temporary lease for a unit in the same locale that meets the foregoing regulatory requirements on behalf of a displaced section 8-assisted family. During this period, the Owner of a property subject to a project-based section 8 HAP contract (“Owner”), whether the Owner is the Grantee or one of the Grantee’s partners, may voucher for the contract rent for that unit on a temporary basis. The Owner pays no more than the contract rent on the temporary dwelling until the resident’s permanent rental unit has been restored to habitable condition and the Owner notifies the resident that they may resume occupancy of their former unit. The resident is still responsible for the resident’s share of the rent. Should the displaced resident fail to return, the Owner may rent the repaired unit to an eligible section 8 applicant. Before doing so, however, the Owner must inform the resident in writing that their assistance is terminated. In the event that the Owner rents the unit to an eligible section 8 applicant, the Owner must first terminate the “pass through” lease that the Owner executed on behalf of the displaced resident. In addition, should the temporarily relocated resident move from the temporarily leased unit before their permanent rental unit is repaired and made available for their return, the Owner can no longer voucher for the temporary unit and the resident is considered permanently housed. (See Housing Handbook 4350.1 REV-1 CHG-2, Chapter 38 (“Multifamily Emergency/Disaster Guidance”), section 38-32 C (“Section 8 Pass Through”)).

#### K. Acquisition.

1. Acquisition Proposal. A PHA must submit an acquisition proposal to HUD for review and approval prior to acquisition in accordance with 24 CFR 905.608 when a PHA determines that it is necessary to acquire vacant land for development of public housing through new construction, using public housing funds. This acquisition approval must be submission of a development proposal under 24 CFR 905.606.

2. Land for Replacement Units outside the target neighborhood. For acquisition of land for replacement housing outside the target neighborhood, you must comply with 24 CFR 905.602 (site and neighborhood standards).
  3. Land for Economic Development-Related Activities. Acquisition of land for this purpose is eligible if the activities specifically promote the economic self-sufficiency of residents of the neighborhood, such as construction or rehabilitation of parks and community gardens, environmental improvements; or promoting economic development, such as development or improvement of transit, retail, community financial institutions, public services, facilities, assets or other community resources. Limited infrastructure and site improvements associated with development retail, commercial, or office facilities, such as rough grading and bringing utilities to (but not on) the site, are eligible activities with prior HUD approval. You may request an amount not to exceed 15 percent of the total Choice Neighborhoods grant to pay the costs of non-housing capital costs as described above for Critical Community Improvements.
- L. Supportive Services. The Grantee must plan for and provide current public and assisted housing residents, relocated public and assisted housing residents, and returning and new public and assisted housing residents with supportive services for the term of the Grant Agreement. Supportive Services programs and services must be carefully planned so that they will be sustainable after the Choice Neighborhoods grant period ends. The Grantee is responsible for tracking and providing Supportive Services programs and services to baseline and revitalization development residents. Baseline residents are those residents that lived in the targeted redevelopment site at the time of application for this Choice Neighborhoods grant. The grantee and HUD will also work together to track the experiences and changing characteristics of revitalization development residents who live at the revitalized site. Supportive Services activities must be well integrated with the physical development process, both in terms of timing and the provision of facilities to house on-site service and educational activities. The Grantee should provide final outcomes and metrics on Supportive Services as identified in the Transformation Plan. The Grantee will report to HUD on those outcomes and measure progress using those metrics as discussed in Article XII. HUD will use these reports to determine if the Grantee has met their supportive service requirements as listed in their Transformation Plan. To the extent that the Grantee proposed Supportive Services to the surrounding neighborhood residents as part of the application, public housing and HUD assisted housing resident Supportive Services should be tracked in the same way or as proposed in the application.
1. Funding. Consistent with sections 24(d)(1)(L) and 24(j)(3) of the 1937 Act and the Choice Neighborhoods Implementation NOFA, the Grantee may use an amount up to 15 percent of the total Choice Neighborhoods Grant to pay the costs of community and supportive service programs. The Grantee may spend additional sums on community and supportive services programs using donations, HUD funds made available for that purpose, or other Grantee funds.
  2. Supportive Services Endowment Trust. The Grantee may deposit up to 15 percent of the Choice Neighborhoods Grant amount (the maximum amount of the grant allowable for

Supportive Services programs) into an endowment trust to provide Supportive Services activities (the "Endowment Trust").

- a. The Grantee may not draw down funds provided under this Grant Agreement for deposit into an Endowment Trust until it has a HUD-approved Endowment Trust plan and has executed with HUD an addendum to this Grant Agreement (the "Choice Neighborhoods Endowment Trust Addendum"), as directed by HUD. The Choice Neighborhoods Endowment Trust Addendum establishes the requirements governing the establishment, operation, and management of an Endowment Trust.
  - b. In reviewing the amount of the Grantee's proposed allocation of Choice Neighborhoods Grant funds to an Endowment Trust, HUD will take into account the Grantee's demonstrated ability to pay for current Supportive Services activities with Choice Neighborhoods or other funds, and the projected long-term sustainability of the Endowment Trust to carry out such activities.
  - c. Endowment Trust funds (including any non-Choice Neighborhoods funds donated or otherwise made available to the Endowment Trust, and any interest earned on Choice Neighborhoods and non-Choice Neighborhoods funds) may only be used for eligible and necessary Supportive Services activities.
3. Although targeted housing residents must be the primary beneficiary of Supportive Services, Supportive Services provided to the surrounding neighborhood residents, beyond public and HUD assisted housing residents, are an eligible use of funds.
- M. Administration, Fees and Costs. Reasonable costs for administration, planning, technical assistance, and fees and costs, as established by the Cost Control and Safe Harbor Standards guidance dated April 9, 2003, or successor document. These costs are limited to the costs of implementing the Transformation Plan, as specifically approved by HUD, such as fees for architectural and engineering work, program management (if any), and reasonable legal fees. You may not use Choice Neighborhoods Implementation Grant funds to pay for any implementation activities carried out on or before the date of the letter announcing the award of the Choice Neighborhoods Grant.
- N. Right of Return. Each tenant who wishes to return to the on-site or off-site replacement housing may return if the tenant was lease-compliant at the time of departure from the housing prior to relocation and continued to remain lease-compliant during the relocation period. This is a Choice Neighborhoods program requirement and not related to benefits provided in accordance with the URA. A returning tenant shall be provided a preference for occupancy of on-site or off-site replacement units before such units are made available to any other eligible households, or the tenant may choose to retain tenant-based voucher assistance, subject to appropriations and availability, provided under section 8(o) of the United States Housing Act of 1937 for relocation from the properties revitalized under this Grant Agreement. These preferences are retained even if the resident has already received permanent relocation benefits. This preference applies to residents that were relocated due to the redevelopment activity and remains available until the initial lease-up of the new units. Residents that voluntarily move prior to relocation do not have this right to return preference. Prior written approval for any new tenant-based voucher assistance, including but not limited to Tenant Protection Vouchers, is required prior to Grantee obtaining voucher assistance. If a

household is “rightsized” (e.g. splits into two separate households) through the relocation resulting from Choice Neighborhoods, the original head of household will have the right to return. Once all of the original heads of household have been housed, the Grantee is required to offer the second household any units that are available. If no units are available, then the second household will be moved to the top of the waiting list. Both the original household and the second household are required to be lease-compliant at the time of relocation and throughout relocation.

O. Site and Neighborhood Standards for Replacement Housing.

1. Grantee’s Election of Requirements. A Grantee, at its election, separately regarding each site it proposes, will comply with the development regulations regarding Site and Neighborhood Standards (24 CFR § 905.602), or with the Site and Neighborhood Standards contained in this Article.
  2. On-Site Replacement Housing (i.e. on the target housing site and/or in the target neighborhood). Because the objective of the Choice Neighborhoods program is to alleviate distressed conditions at the targeted development and in the target neighborhood, replacement housing under Choice Neighborhoods that is located within the target neighborhood will not require approval by HUD under Site and Neighborhood Standards.
  3. Off-site Replacement Housing (i.e., outside of the target neighborhood but within the metropolitan area up to 25 miles from the target housing site). Replacement housing outside the target neighborhood must:
    - a. offer access to economic opportunities and public transportation and be accessible to social, recreational, educational, commercial, health facilities and services, and other municipal services and facilities that are comparable to those that will be provided in the target neighborhood; and
    - b. be located neither in areas of minority concentration nor in areas with a poverty rate above 40 percent. A neighborhood of minority concentration is a Census tract or other defined geographic area in which the percentage of residents who are racial or ethnic minorities is at least 20 percentage points higher than the percentage of minority residents in the Metropolitan Statistical Area (MSA) (or jurisdiction not in a MSA) as a whole. In MSAs (or jurisdictions not in MSAs) in which the majority of residents are racial or ethnic minorities, HUD will consider and rely on all relevant information to determine whether the neighborhood proposed for replacement housing will lead to the creation of more inclusive and integrated housing in opportunity-rich neighborhoods.
- P. Research and Evaluation Cooperation. HUD and its contractors shall perform research and evaluation activities on the Choice Neighborhoods program, including interviews with the Grantee and community, review of grantee documents and data, surveys of assisted households and neighborhood residents, and documentation of changing physical conditions in the buildings and neighborhood. The Grantee shall make all reasonable efforts to cooperate with HUD and its contractors in carrying out these activities, including but not

limited to facilitating interviews of Grantee's staff and partners, providing HUD's contractor with access to observe community meetings; to data systems, documents, and assisted and public housing residents; and to buildings for conducting physical inspections.

Q. Operation and Management Principle and Policies, and Management Agreement for PHAs. Grantee must develop a Management Agreement that describes their operation and management principles and policies for their public housing units. Grantees and their procured property manager, if applicable, must comply (to the extent required) with the provisions of 24 CFR part 966 in planning for the implementation of the operation and management principles and policies described below.

1. Rewarding work and promoting family stability by promoting positive incentives such as income disregards and ceiling rents;
2. Instituting a system of local preferences adopted in response to local housing needs and priorities, e. g., preferences for victims of domestic violence, residency preferences, working families, and disaster victims. Note that local preferences for public housing must comply with Fair Housing requirements at 24 CFR 960.206. No preference should lead to disparate negative impact on any Fair Housing Act protected class;
3. Lease requirements that encourage self-sufficiency by promoting involvement in the resident association, performance of community service, participation in self-sufficiency activities, and transitioning from public housing;
4. Implementing site-based waiting lists that follow project-based management principles for the redeveloped public housing. Note that site-based waiting lists for public housing must comply with Fair Housing requirements at 24 CFR 903.7(b)(2);
5. Strictly enforcing lease and eviction provisions;
6. Implementation of defensible space principles and the installation of physical security systems such as surveillance equipment, control engineering systems, etc. to improve the safety and security of residents;
7. Enhancing ongoing efforts to eliminate drugs and crime from neighborhoods through collaborative efforts with federal, state, and local crime prevention programs and entities.

R. Lobbying. The Grantee hereby certifies that no funds provided under this Grant Agreement will be expended for lobbying activities, as prohibited by Section 319 of Public Law 101-121 (which prohibits recipients of Federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the Federal Government), and implemented for HUD at 24 CFR part 87, as the same may be amended from time to time. The Grantee will disclose promptly any commitment or expenditure of non-appropriated funds for lobbying activities if those activities would be prohibited if paid with appropriated funds.

## **ARTICLE V. Changes to the Transformation Plan**

- A. Changes Requiring Prior HUD Approval. If the following activities in the application are to be modified or amended, the Grantee must request and obtain prior written HUD approval:
1. the Program Schedule. The Grantee must inform HUD immediately, in writing, of any problems, delays or adverse conditions that will impair materially the Grantee's ability to comply with the Program Schedule, and include a statement of action taken, or proposed to be taken, and any assistance needed to resolve the situation. HUD must approve any proposed changes to the Program Schedule that would modify any date or time period.
  2. the form of program oversight or governance;
  3. the overall strategy for community involvement;
  4. the approved disposition;
  5. the approved demolition;
  6. the Housing plan, including the total number of housing units to be developed or rehabilitated (whether or not there is an associated budgetary revision requiring prior approval), the unit mix, the location of housing, the design, or any other changes that materially affect the Transformation Plan;
  7. the plan for Critical Community Improvements projects;
  8. changes in any Choice Neighborhoods Budget or phase budget that propose an increase or decrease in any line item, except as permitted by Article VI;
  9. an extension of the period of availability of the Choice Neighborhoods Grant funds provided under this Grant Agreement, not to go beyond the statutory timeframes;
  10. changes in the entities or individuals, including any key partners specified in the Transformation Plan as having key responsibilities for carrying out the Transformation Plan (or any component(s) of the Transformation Plan). Subgranting, subcontracting or otherwise obtaining the services of a third party to perform activities that are central to the purposes of the Transformation Plan will constitute such a change in entities or individuals; and
  11. changes requested by a subgrantee that relate to any of the itemized categories listed in paragraph (A) of this Article.

B. Changes Requiring Grant Agreement Amendment. For the following types of revisions to the Transformation Plan, the Grantee must submit a written request to HUD and must receive HUD's written authorization prior to making any such changes:

1. change in the total dollar amount of the grant; and/or
2. change in the Development for which funds provided under this Grant Agreement are made available.

Upon HUD's written approval, the change will be implemented by the execution of an amendment to this Grant Agreement and shall consist of a revised Form HUD-1044 if there is a change in the dollar amount of the grant.

C. Waiver Requests.

1. Standard for Approval. The activities to be conducted under this Grant Agreement are subject to the terms of this Grant Agreement and the Choice Neighborhoods Requirements. Nevertheless, HUD seeks innovative solutions under the Choice Neighborhoods Program to the long-standing problems of severely distressed public and assisted housing developments located in neighborhoods of concentrated poverty, and will consider granting a waiver of specific regulatory requirements, provided that:
  - a. such a waiver would be consistent with applicable statutory requirements; and
  - b. the Grantee is able to demonstrate good cause to support HUD's granting of such a waiver.
2. Waiver Request Procedure. If the Grantee wants HUD to approve a waiver of a regulatory requirement, it must submit a request with sufficient information and justification to enable HUD to make a determination of good cause for granting any such request to deviate from existing regulations. Until such time as the Grantee requests and HUD, in its discretion, approves any such requests in writing, the Grantee does not have authority to implement the activities described in the Choice Neighborhoods Application to which the request for approval applies (or for which a request for approval is needed).

## **ARTICLE VI. Choice Neighborhoods Budget and Funding Requests**

- A. Budget. The Grantee must ensure that funds provided under this Grant Agreement are expended in accordance with the Choice Neighborhoods Requirements and a Choice Neighborhoods Budget. Each Grantee must submit to HUD for approval a Choice Neighborhoods Budget as part of the Post Application Submissions. The Choice Neighborhoods Budget allocates ALL Choice Neighborhoods Grant funds into Budget Line Items. The Choice Neighborhoods Budget will serve as the primary budget and may be subject to revision.
- B. Budget Form. Each budget submitted in accordance with paragraph (A) of this Article must be submitted on the Choice Neighborhoods Implementation Grants Budget Form (form



HUD-53236). Part I must be signed and dated by the Lead Grantee, and Part II must include a detailed description of the uses of the funds. Grantees should also track their leveraged fund expenditures and maintain this information on file should HUD request it.

C. Pre-Grant Agreement Execution Costs. After the execution of this Grant Agreement, the Grantee may include in its Choice Neighborhoods Budget, and the Grantee may draw down funds for, costs that were incurred prior to execution of this Grant Agreement, provided that such costs were incurred after the Grant Award Date, are directly associated with the activities to be funded under this Choice Neighborhoods Grant, and are approved as reasonable and eligible by HUD.

D. Predevelopment Costs.

1. Funding Requests. The Grantee may request a Choice Neighborhoods Grant funds for predevelopment costs by submitting the Choice Neighborhoods Budget to HUD. Funds may be drawn down for eligible Predevelopment Costs (as defined in subparagraph (2) below), subject to receiving HUD approval and the requirement for an environmental review in accordance with the provisions of this Grant Agreement.
2. Eligible Predevelopment Costs. Eligible predevelopment costs ("Predevelopment Costs") may include funds for:
  - a. administration costs related to having additional and/or existing staff work on the Choice Neighborhoods Grant;
  - b. fees and costs related to procuring goods and services from third parties in connection with eligible predevelopment activities such as architectural and engineering (A&E) fees;
  - c. resident relocation;
  - d. supportive services costs, including costs dedicated to case management and services;
  - e. costs associated with carrying out environmental reviews, in accordance with 24 CFR § 58.23; and
  - f. site remediation and demolition costs, provided that HUD has notified the Grantee in writing of the approval.
3. Predevelopment Funds. Upon review and approval of the Choice Neighborhoods Budget as described in this Article, HUD will make the approved predevelopment funds available to the Grantee for drawdown in LOCCS. The Grantee will ensure that the funds are expended in conformance with the HUD-approved Predevelopment Budget.

E. Program Income. Program Income is defined in 2 CFR § 200.80, or successor regulation. If the Grantee receives program income:

1. prior to grant closeout program income from repayment of loans, sale of homeownership units, and/or other sources:
  - a. must be reinvested in the Development or neighborhood and used for Choice Neighborhoods eligible purposes, unless otherwise approved by HUD; and

- b. must be used for eligible activities authorized under this Grant Agreement before the Grantee may draw down additional cash payments from the Choice Neighborhoods Grant.
2. after grant closeout, program income from repayment of loans, sale of homeownership units, and/or other sources the program income must be reinvested in the Development or neighborhood and used for Choice Neighborhoods eligible purposes. Before the grant is closed out, Grantee will provide a plan to HUD for how program income will be reinvested, in a form and substance that is acceptable to HUD. HUD will determine with the Grantee what the sources of program income are.

The language of this provision, article VI (E)(2), shall survive grant close-out and termination of this Grant Agreement.

## **ARTICLE VII. Project Drawdowns**

- A. LOCCS Payment System. Consistent with 2 CFR Part 200, the Grantee will request all drawdowns of Choice Neighborhoods Grant funds under the Line of Credit Control System (e-LOCCS), unless and until another payment system is designated by HUD. The Grantee will comply with all rules, guidelines, and notices established for Choice Neighborhoods under LOCCS, or any substitute system, in connection with any drawdown of Choice Neighborhoods Grant funds. If HUD designates a different payment system, it will be based upon the provisions of 2 CFR § 200.305.
- B. Drawdowns.
  1. The Grantee may draw down Choice Neighborhoods Grant funds for a Budget Line Item (BLI) in an amount up to 100 percent of the amount of that BLI that HUD has approved and made available for drawdown.
  2. Any request for funds in excess of 10 percent of the entire grant amount in any month must be approved by HUD. The Grantee must submit copies of the invoices supporting the drawdown amount to the Team Coordinator for review.
- C. Drawdown Consequences of Default.
  1. Withholding of Payments. HUD may withhold payments in accordance with 24 CFR § 200.338.
  2. Grantee Representations. Each drawdown request by the Grantee will constitute, and be deemed to be, a representation that the Grantee is not in default under this Grant Agreement (except as the Grantee previously may have disclosed to HUD in writing).
  3. Overdue Reports. HUD may elect to suspend draws under this Grant Agreement during any period in which the Grantee has failed to file with HUD any quarterly report.

## **ARTICLE VIII. Matching and Leveraged Funds**

A. Match Requirements. In accordance with section 24(c) of the 1937 Act (42 U.S.C. 1437v(c)),

1. Grantee must have secured a match in the amount of 5 percent of the grant amount in cash or in-kind donations.
2. Additional Supportive Services Match. The lesser of that provided for in your Transformation Plan or up to 15 percent of the Choice Neighborhoods grant may be used for supportive services activities. However, if the Grantee is using more than 5 percent of the grant funds for supportive services activities, funds (cash or in-kind donations) from sources other than Choice Neighborhoods must be secured for the amount between 5 and 15 percent of the grant that Grantee will use for supportive services activities. These resources must be NEW commitments in order to be counted for match.

B. Match Donations and Leverage Resources. Grantee shall keep documentation on matching and leveraged funds during the term of this Grant Agreement and shall provide this documentation in a format acceptable to HUD upon request by HUD, until the closeout of this grant. The documentation should show that the funds are secured and the Grantee should keep records showing how those funds have been expended over time.

## **ARTICLE IX. Grantees, Subgrantees and Contractors**

A. General Grantee Responsibilities.

1. Implementation Team. The Grantee agrees to promptly assemble a competent implementation team, if you have not already, to assist in working with the Grantee's partners and coordinating all phases of the implementation process.
2. Choice Neighborhoods Requirements. The Grantee shall ensure that any entity to which it makes grant funds available will comply with the Choice Neighborhoods Requirements.
3. Required Certifications.
  - a. The Grantee must ensure that all subgrantees and contractors execute an original document in the form of Exhibit A to this Grant Agreement at the time the Grantee executes any contract with any subgrantee or contractor to provide goods or services under this Grant Agreement. The Grantee will retain the executed original certificate together with the executed contract documents.

- b. Grantees that are public housing authorities (PHA Grantee) must ensure that the requirements contained in the General Conditions for Non-Construction Form (Form 5370-C) are included in any solicitation in connection with non-construction contracts that will be made by the PHA Grantee and paid for with assistance under this Grant Agreement. Such conditions must also be included in any non-construction contract entered into by the PHA Grantee.
    - c. Certifications required by 2 CFR 200.415.
- B. Administrative Requirements for Grantees. Public housing authority, local government, Indian tribe, and non-profit entity grantees are subject to 2 CFR Part 200.
- C. Administrative Requirements for Subgrantees and Related Agreements
  - 1. Public housing authority, local government, Indian tribe, and non-profit subgrantees are subject to the requirements of 2 CFR Part 200.
  - 2. For-profit subgrantees are subject to the requirements of 2 CFR Part 200, Subparts A-E. The Grantee is responsible for establishing audit requirements consistent with 2 CFR 200.501(h).
  - 3. Suspension and Debarment. Grantees are subject to the requirements of 2 CFR 200.212.
  - 4. Grantee Responsibilities Regarding Subgrantees. Grantees will be responsible for:
    - a. ensuring that subgrantees are aware of the requirements imposed upon them by Federal statutes, regulations, and this Grant Agreement;
    - b. ensuring that all subgrant agreements include any clauses required by Federal statutes and their implementing regulations and executive orders; and;
    - c. monitoring subgrantees' performance to ensure compliance with this Grant Agreement.
- D. Administrative Requirements for Contractors and Subcontractors and Related Contracts.
  - 1. Grantee Responsibilities Regarding Contractors and Subcontractors. Grantees that are subject to 2 CFR Part 200 as described in (B)(1) of this Article will be responsible for the following:
    - a. Grantee shall obtain the services of a for-profit entity through a competitive procurement under 2 CFR Part 200. However, if the Grantee can demonstrate to HUD that the services to be provided by the for-profit entity can be obtained only from that one source, the Grantee may request HUD approval to select the entity under a sole-source procurement in accordance with 2 CFR 200.230(f).
    - b. Consultant Services. Grantees shall obtain consultant services provided under an independent contractor relationship pursuant to 2 CFR Part 200.
  - 2. Trigger for the Submission of Contracts. Contract documents must be submitted to HUD for prior approval if required by 2 CFR Part 200, Subpart D, or if requested by HUD.

Any modification of such contracts is also subject to HUD's written approval before execution.

3. Debarred or Suspended Parties. Grantees must comply with 2 CFR 200.212.

## **ARTICLE X. No Third Party Rights**

The Grantee and HUD are the sole parties to this Grant Agreement and do not intend to create any third party beneficiaries to this Grant Agreement. Nothing in this Grant Agreement may be construed as conferring the status of third party beneficiary upon the residents; and in no event shall any entity other than the Grantee have direct rights to the Choice Neighborhoods funds provided for under this Grant Agreement.

## **ARTICLE XI. Conflict of Interest**

- A. Prohibition. The Grantee shall comply with the conflict of interest requirements in 2 CFR 200.318. No person who is an employee, agent, officer, or elected or appointed official of the Grantee or member of his immediate family and who exercises any functions or responsibilities with respect to activities assisted under this Choice Neighborhoods Grant may have a direct interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder.
- B. HUD-Approved Exception.
  1. Standard. HUD may grant an exception to the prohibition in paragraph (A) of this Article on a case-by-case basis when it determines that such an exception will serve to further the purposes of Choice Neighborhoods and its effective and efficient administration.
  2. Procedure. HUD will consider granting a regulatory waiver only after the Grantee has provided a written request which provides a disclosure of the nature of the conflict, accompanied by:
    - a. an assurance that there has been public disclosure of the conflict;
    - b. a description of how the public disclosure was made; and
    - c. an opinion of the Grantee's attorney that the interest for which the exception is sought does not violate State or local laws.
  3. Consideration of Relevant Factors. In determining whether to grant a requested exception under paragraph (B) of this Article, HUD will consider the cumulative effect of the following factors, where applicable:
    - a. whether the exception would provide a significant cost benefit or an essential degree of expertise to the Transformation Plan that would otherwise not be available;
    - b. whether an opportunity was provided for open competitive bidding or negotiation;

- c. whether the person affected is a member of a group or class intended to be the beneficiaries of the Transformation Plan and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- d. whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process, with respect to the specific activity in question;
- e. whether the interest or benefit was present before the affected person was in a position as described in paragraph (A) of this Article;
- f. whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- g. any other relevant considerations.

## **ARTICLE XII. Reporting Requirements**

### **A. Quarterly Report.**

1. The Grantee will submit to HUD a Quarterly Report as prescribed by HUD in accordance with the schedule established by HUD, presently 21 calendar days after the end of each quarter, with the first report due after the quarter ending March 31, 2019. In the Quarterly Report the Grantee will report at a minimum the progress of their grant, including but not limited to progress against their schedule and budget, expenditures to date, a narrative statement on their progress, progress on priority outcomes as described in the Choice Neighborhoods Implementation NOFA, progress against the priority metrics identified by HUD, and description of financing secured to date for implementation. The Grantee should also include, as appropriate, best practices and lessons learned from the date of the prior Quarterly Report. Upon expenditure of all Choice Neighborhoods grant funds, grantees must continue to report on all metrics in the Inform system, or its successor, quarterly and annually, through the first quarter of the next calendar year. After that first quarter, grantees must continue to report quarterly on certain Housing, Neighborhood, and People metrics until all housing units (replacement and non-replacement) included in the Housing Plan are complete. Upon completion of all housing units, Grantees will no longer be required to report in Inform.
2. Failure to submit to HUD a timely Quarterly Report will result in a suspension of Choice Neighborhoods Grant funds in LOCCS until such time as the report is received and approved by HUD, and/or any other default remedy authorized by Article XIV.

**B. Obligations and Expenditures.** The Grantee must enter cumulative obligation and expenditure data into LOCCS by the due dates established by HUD, whether or not there has been any change in the cumulative amounts since the end of the last quarter.

**C. End of Grant Report.** Grantees are required to submit an end of grant report which discusses their overall success in transforming the target neighborhood and supporting positive outcomes for residents and reproducible before and after photograph. The final report must

be submitted to HUD by April 30 of the year following the September grant expenditure deadline.

- D. Program Income Reporting. Until all housing units in the Housing Plan are complete, grantees must submit an annual Program Income Report to HUD by September 30 of each year identifying all sources and uses of Program Income. Upon completion of all housing units, the Grantee will no longer be required to submit a Program Income Report; however, for the remainder of the 15-year program income period, HUD reserves the right to request an accounting of Program Income funds.
- E. Additional Information Requests. Subject to paragraph (D) of this Article, the Grantee will comply with all other reporting requirements from time to time established by HUD, in its sole discretion, in connection with the Choice Neighborhoods Program. The Grantee will:
  - 1. fully cooperate with all reasonable information gathering requests made by HUD or contractors of HUD in the course of authorized evaluations of the Choice Neighborhoods Program; and
  - 2. submit a final Transformation Plan report when the Transformation Plan has been completed that details the number of units produced, the status of people outcomes, and any other metrics that HUD prescribes.
- F. Additional Requirements. The Grantee agrees to comply with all other terms and conditions HUD may establish to administer, monitor, or evaluate the Choice Neighborhoods Program in an effective and efficient manner. Notwithstanding the foregoing, however, except as provided in Article XIV, HUD hereafter will not establish any additional terms and conditions without:
  - 1. consideration of the burden imposed on the Grantee by such conditions or requirements;
  - 2. consideration of the availability of less burdensome conditions or requirements; and
  - 3. in the case of a term or condition applicable solely to the Grantee, consulting in advance with the Grantee.

### **ARTICLE XIII. Technical Assistance**

- A. Site Visits. The Grantee acknowledges and agrees that HUD, or its designees, may conduct site visits and inspections as deemed necessary by HUD based upon the Grantee's needs in implementing the Transformation Plan or the needs of the Choice Neighborhoods Program. Technical assistance site visits may be provided by HUD or its designees:
  - 1. in response to requests from the Grantee; or

2. based upon demonstrated needs of the Choice Neighborhoods Program; or
  3. as provided in paragraph (B) of this Article.
- B. HUD Assessment. HUD representatives will visit the site and make an assessment of any technical assistance and/or training that the Grantee may require for the implementation of the Transformation Plan. HUD will consult with the Grantee in determining the Grantee's specific technical assistance and training needs and will carry out subsequent on-site assessments as necessary.
- C. Technical Assistance Provider. If HUD determines, in its discretion, that technical assistance and/or training is necessary for the implementation of the Transformation Plan, it will assign a technical assistance provider to work with the Grantee for this purpose.
- D. Grantee Training/Technical Assistance. The Grantee agrees to use its best efforts to attend any training and to accept any technical assistance provided or sponsored by HUD.

#### **ARTICLE XIV. Unsatisfactory Performance/Default**

- A. In accordance with Section 24(i) of the 1937 Act, if the Grantee defaults under this grant agreement, HUD may withdraw any unobligated grant amounts and may pursue other actions as described in this Article. HUD shall redistribute any withdrawn amounts to one or more other applicants eligible for Choice Neighborhoods assistance or to one or more other entities capable of proceeding expeditiously in the same locality in carrying out the Transformation Plan of the original Grantee, subject to provisions of the appropriations law. This section applies to all Grantees regardless of their status as a government, PHA, for-profit, or other entity.
- B. Default. Each of the following events or occurrences, to the extent it constitutes a material breach or occurrence, may constitute a default by the Grantee under this Grant Agreement, as determined by HUD in its sole discretion:
1. use of funds provided under this Grant Agreement for any purpose, in any manner or at any time, other than as authorized by this Grant Agreement;
  2. failure to comply with the Choice Neighborhoods Requirements or any other Federal, State, or local laws, regulations or requirements applicable in creating the Transformation Plan;
  3. failure to make any submission under Article III, perform any obligation, or otherwise fail to proceed in a manner consistent with the Transformation Plan, (including, without limitation, failure to accomplish an activity by the date specified in the Program Schedule);



4. any material misrepresentation in any of the required submissions, including, without limit, any misrepresentations in any of the submissions required by Article III(B); or
5. failure to comply with, or any material breach of, any other requirements, conditions or terms of this Grant Agreement.

C. Notice of Default and Action(s) to Cure.

1. General. HUD will give the Grantee written notice of any default. The notice will give the Grantee the opportunity to cure such default within 30 days of the date of the notice, or to demonstrate within this time period, by submitting substantial evidence satisfactory to HUD, that it is not in default. If the default is not able to be cured within the 30-day period, the Grantee will demonstrate, to HUD's satisfaction, that the Grantee has taken actions necessary to cure the default and that the default is curable within 90 days from the date of the default notice. Additionally, the Grantee must agree to carry out such cure diligently and to complete the cure within the 90-day period.
2. Immediate Default. Notwithstanding the provisions of paragraph (C)(1) of this Article, HUD in its sole discretion may place the Grantee into immediate default for not being in compliance with its Program Schedule or for non-compliance with Choice Neighborhoods requirements once written notification of default has been provided to the Grantee. At that time, HUD may immediately begin imposing consequences of default, including specifically the suspension of draws of the Choice Neighborhoods grant.
3. Imminent Threat. Notwithstanding the provisions of subparagraph (C)(1) of this Article concerning the opportunity to cure defaults, if HUD reasonably determines that there is an imminent threat that the Grantee will expend additional Choice Neighborhoods Grant funds in violation of the provisions of this Grant Agreement, HUD may implement the remedial action provided for under subparagraph (C)(4)(i) of this Article to prevent any such unauthorized expenditure until such time as the Grantee has complied with the cure provisions set forth above. HUD will implement such remedial action by written notice set forth either in the notice of default given under paragraph (C)(1) of this Article or by subsequent written notice to the Grantee. An imminent threat is not an immediate default.
4. Consequences of Default. If the Grantee fails to cure all defaults specified in the notice of default within the time periods set forth in paragraph (C)(1) of this Article, or fails to diligently pursue or complete any cure as provided in paragraph (C)(1), HUD may take any of the following remedial actions, upon written notice to the Grantee:
  - a. requiring a Grantee in default to provide evidence to HUD of acceptable performance over such period of time as specified by HUD and to obtain written approval from HUD to proceed to the next phase of activities;
  - b. requiring additional, more detailed financial reports;
  - c. requiring additional project monitoring;
  - d. requiring the Grantee (or subgrantee) to obtain technical or management assistance;
  - e. establishing additional prior approvals;

- f. require the Grantee, within a time period established by HUD, to prepare a revised Program Schedule, obtain HUD's approval thereto, and follow such revised Program Schedule to complete the activities under the Grant Agreement;
  - g. require the Grantee, within a time period established by HUD, to revise any activity under the Grant Agreement in order to successfully complete the activities under the Grant Agreement in a manner satisfactory to HUD, including, without limitation, exclusion or revision of affected activities, revision of the Choice Neighborhoods Budget as necessary, and substitution of other eligible activities;
  - h. require submission of additional documentation before any additional request for funds will be approved;
  - i. temporarily suspend the Grantee's authority to draw down Choice Neighborhoods Grant funds for affected activities, or at HUD's sole discretion for all activities, pending action to cure the defaults;
  - j. disallow use of Choice Neighborhoods Grant funds for all or part of the cost of the activity or action not in compliance;
  - k. recover amounts determined by HUD to have been improperly expended, including any property obtained by the Grantee with such grant funds;
  - l. require reimbursement by the Grantee for Choice Neighborhoods Grant funds determined by HUD to have been improperly expended;
  - m. make arrangements satisfactory to HUD, in its sole discretion, for use of an entity other than the Grantee to carry out activities assisted under the Grant Agreement, including requiring the Grantee to assign any outstanding contracts obligating grant funds to another entity.
5. Additional Enforcement Actions. If HUD determines that the remedial actions taken by HUD under paragraph (C)(4) of this Article have not been effective in curing the default, or if the Grantee has not complied with the requirements imposed by HUD under paragraph (C)(4) and has not otherwise cured the default, or if HUD exercises its discretion under subparagraph (C)(2) of this Article to institute any of the following actions, HUD may take any of the following remedial or enforcement actions (in addition to any of the remedies permitted under paragraph (C) of this Article upon written notice to the Grantee):
- a. reduce the Choice Neighborhoods Grant in the amount affected by the default;
  - b. terminate the Choice Neighborhoods Grant as to all further activities and initiate closeout procedures;
  - c. recapture any Choice Neighborhoods Grant funds not obligated by the Grantee.
    - i. If the basis for the Grantee's default is its failure to comply with the reasonable time periods established by HUD under Article III(D), HUD shall, in accordance with section 24(i) of the 1937 Act, and unless otherwise approved by HUD under paragraph (C)(3) of this Article, recapture any Choice Neighborhoods Grant funds not obligated by the Grantee.
    - ii. If the Grantee fails to comply with the reasonable time periods established in Article III(D), HUD may take into account whether factors beyond the Grantee's control are the cause of the delay.
  - d. take action against the Grantee under 24 CFR part 24 and Executive Order 12549 with respect to future HUD or Federal grant awards; and

- e. take any other available legal or equitable remedial action, including, but not limited to, any remedial actions available under a PHA's ACC and/or premised on HUD's interest in the housing development established in the relevant Declaration of Trust or Declaration of Restrictive Covenants or housing assistance contract, as applicable.
6. Delinquent Federal Debts. Consistent with the purposes and intent of 31 U.S.C. 3720B and 28 U.S.C. 3201(e), Grantees with an outstanding federal debt must provide to HUD a negotiated repayment schedule which is not delinquent or have made other arrangements satisfactory to HUD. If arrangements satisfactory to HUD cannot be completed within 90 days of notification of selection, HUD will not make an award of funds to the Grantee, but offer the award to the next eligible Grantee. Applicants selected for funding, or awarded funds, must report to HUD changes in status of current agreements covering federal debt. If a previously agreed-upon payment schedule has not been adhered to or a new agreement with the federal agency to which the debt is owed has not been signed, the Grantee will be considered to be in default under this Agreement.

## **ARTICLE XV. Project Close-Out**

- A. Termination of Disbursements Letter. Within 90 days after completion of all grant funded activities, the Grantee will initiate close-out, in accordance with procedures established by HUD, by submitting a Termination of Disbursements letter, which states that:

1. The Grantee has completed all activities to be performed using Choice Neighborhoods Implementation Grant funds.
2. All requirements of the Grant Agreement have been met.
3. All obligated Choice Neighborhoods grant funds have been disbursed; and
4. The Grantee will abide by any continuing Federal requirements;

At HUD's option, the Grantee may delay initiation of close-out until the resolution of any HUD monitoring findings. If HUD exercises this option, the Grantee must promptly resolve the findings.

- B. Preliminary Closeout Materials. The Grantee must submit the following Preliminary Close-Out Materials along with the Termination of Disbursements Letter:

1. Final Choice Neighborhoods Budget;
2. Actual Choice Neighborhoods Cost Certificate (Cost Certificate) (Form HUD-50163), which summarizes the information on the Financial Status Report and serves as the document that officially closes out the grant.

3. **Program Income Plan.** A Plan for the use of Program Income funds, which indicates the anticipated sources and uses of Program Income, must be submitted. Following close-out, Grantees must comply with the conditions of the Program Income Plan for a period of 15 years from the final approval date on the ACNCC. Funds from each source of Program Income must be tracked separately. Funds must be deposited in an interest-bearing account in an FDIC insured institution. During the 15-year period, no more than 10% of Program Income may be used for administrative purposes.
  4. **Supportive Services Sustainability Plan.** Grantees must submit a Supportive Services Sustainability Plan, which discusses how supportive services for residents will be maintained after all Choice Neighborhoods funds have been expended. While HUD does not have a required format, see Attachment 2 for elements which should be addressed. Grantees who already have a HUD-approved Endowment Trust Plan do not need to submit a Supportive Services Sustainability Plan, unless additional information is requested by HUD.
  5. **Housing Plan and Schedule.** Grantees must submit a brief narrative describing the status of their Housing Plan, including progress on the grantee's one-for-one unit or bedroom replacement requirement, as well as non-replacement units. The submission should include a chart which reflects the unit count and composition by phase.
- C. **HUD Review of Preliminary Close-Out Materials.** HUD will review Preliminary Close-Out Materials to confirm that:
1. The amounts on the final Choice Neighborhoods Budget and Cost Certificate agree as to funds approved, obligated and expended.
  2. The amount of funds approved and disbursed on the Cost Certificate agrees with HUD records in LOCCS.
  3. If HUD disbursed more funds than the Grantee expended, the Grantee will immediately remit to HUD the excess funds, without waiting for completion of the final audit.
  4. The Program Income Plan provides the requested information and complies with Program Income requirements of the Grant Agreement.
  5. The Sustainability Plan provides the requested information and demonstrates a sound strategy for continuing to provide needed supportive services to residents.
  6. The Housing Plan and Schedule provides the requested information and demonstrates that the Grantee will be able to complete its housing obligations.
- D. **Final Audit.** Following HUD approval of the Preliminary Close-Out Materials, Grantees that are not for-profit entities must conduct a final audit of the Implementation Grant in

accordance with the requirements of 2 CFR Part 200, Subpart F and forward the audit to HUD for approval. For-Profit Grantees must conduct a final audit of the Implementation Grant in accordance with 2 CFR 200.501(h) and forward the audit to HUD for approval.

- E. Cost Certificate. Upon receipt of the final audit, the designated HUD official will execute the Cost Certificate once HUD determines to its satisfaction that:
1. the expenditure of funds provided under this Grant Agreement was allowable and reasonable, as determined by the final audit;
  2. the activities to be completed using Choice Neighborhoods Grant funds were completed, as required by the Grant Agreement; and
  3. all Federal requirements were satisfied.
- F. Final Close-Out. Following execution of the Cost Certificate, any funds remaining in the Implementation Grant will be recaptured by HUD. A Post-Audit Date will be entered into LOCCS and the grant will be closed.
- G. Close-Out Procedures on the Choice Neighborhoods website. Grantees must follow the detailed Close-Out Procedures for the Choice Neighborhoods program, as posted to the Choice Neighborhoods website, including procedures for the Final Choice Neighborhoods Close-Out Approval.

#### **ARTICLE XVI. Grant Award Date**

The Grant Award Date is July 6, 2018. Except for Quarterly Reports, which are due according to the dates in Article XII, all deliverables in the Grant Agreement are based on the Grant Award Date.

#### **ARTICLE XVII. Funding Obligation Date, Date of Funding Availability and Effective Date**

The date of obligation of the funding to the Grantee under this Grant Agreement is the date HUD signed the form HUD-1044. The effective date of the Grant Agreement and date of fund availability is the date that HUD signs the signature page of the Grant Agreement (See Article XIX).

## **ARTICLE XVIII. Points of Contact**

Any correspondence related to this Grant Agreement should be directed to the following points of contact for HUD, the Lead Grantee, and any other Grantees:

For the U.S. Department of Housing and Urban Development:

Robert Mulderig  
Acting Deputy Assistant Secretary, Office of Public Housing Investments  
U.S. Department of Housing and Urban Development  
451 7<sup>th</sup> Street, SW Room 4130  
Washington, DC 20410

For the Lead Grantee:  
Mayor Karen Weaver  
City of Flint  
1101 S. Saginaw Street  
Flint, MI 48502

For the Co- Grantee:  
Mr. Harold Ince, Jr.  
Executive Director  
Flint Housing Commission  
3820 Richfield Road  
Flint, MI 48506

## Article XIX. Signature Page

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Mayor Karen Weaver  
City of Flint

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Mr. Harold Ince, Jr.  
Executive Director  
Flint Housing Commission

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Dominique Blom  
General Deputy Assistant Secretary  
Office of Public and Indian Housing  
U.S. Department of Housing and Urban Development

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Date

## Appendix A

Additional statutory, regulatory, and other requirements with which Grantee must comply as applicable include:

- I. Fair Housing Certifications, as the same maybe amended from time to time, and any additional Fair Housing requirements that may become applicable:
  - A. the Fair Housing Act (42 U.S.C. §§ 3601-19) and regulations pursuant thereto 24 CFR part 100;
  - B. Executive Order 11063 (Equal Opportunity in Housing) and regulations pursuant thereto (24 CFR part 107);
  - C. the fair housing poster regulations (24 CFR part 110) and advertising guidelines (24 CFR part 108);
  - D. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) and regulations pursuant thereto (24 CFR part 1) relating to nondiscrimination in housing;
  - E. the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 CFR part 146);
  - F. the prohibitions against discrimination on the basis of disability, including requirements that the Grantee make reasonable modifications and accommodations and make units accessible, under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and regulations issued pursuant thereto (24 CFR part 8);
  - G. the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and its implementing regulation at 28 CFR part 36;
  - H. the Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151) and regulations issued pursuant thereto (24 CFR part 40);
  - I. Accessible Technology. The Rehabilitation Act Amendments of 1998 apply to all electronic information technology (EIT) used by a Grantee for transmitting, receiving, using, or storing information to carry out the responsibilities of any Federal grant awarded. It includes, but is not limited to, computers (hardware, software, word processing, email and web pages) facsimile machines, copiers and telephones. When developing, procuring, maintaining or using EIT, grantees must ensure that the EIT allows:
    - (1) Employees with disabilities to have access to and use information and data that is comparable to the access and use of data by employees who do not have disabilities; and
    - (2) Members of the public with disabilities seeking information or service from a grantee must have access to and use of information and data and comparable to the access and use of data by members of the public who do not have disabilities. If these standards impose on a grantee, they may provide an alternative means to allow the individual to use the information and data. No grantee will be required to provide information services to a person with disabilities at any location other than the location at which the information services are generally provided.



## 2. Finance and Accounting

- A. **Commingling of Grant Funds.** The Grantee agrees that, in its recordkeeping, it will not commingle Choice Neighborhoods Grant funds with funds from any other sources including, but not limited to, other HUD program funds or funds from other Federal, State or local government agencies. (Such other funds may be used to carry out the Transformation Plan, so long as they are not commingled in the Grantee's recordkeeping.)
- B. **Duplication of Funding.** The Grantee will ensure that Choice Neighborhoods Grant funds are not used to duplicate work that is funded with any other HUD funds, funds from any other Federal program, or from any other funding source identified under the Transformation Plan, and will establish controls to assure non-duplication of funding.

## 3. Suspension and Debarment. Grantees must comply with 2 CFR 200.213.

## 4. Recordkeeping

- A. **Recordkeeping Authorities.** The Grantee will comply with and be subject to all Federal recordkeeping requirements, including, but not limited to 2 CFR 200.333.
- B. **Recordkeeping Requirements.** Grantees must retain records in accordance with the requirements of paragraph (A) above, including, but not limited to:
  - (1) the amount and disbursement of funds received under this Choice Neighborhoods Grant, including sufficient records that document the reasonableness and necessity of each expenditure;
  - (2) the amount and nature of any other assistance, including cash, services, or other items contributed to assist in the development of the Transformation Plan or contributed as a condition of receiving this Choice Neighborhoods Grant; and
  - (3) any other proceeds received for, or otherwise used in connection with, the Transformation Plan.
- C. **Access to Records.** For the purpose of audit, examination, monitoring, and evaluation, the Grantee will give HUD (including any duly authorized representatives and the Inspector General) access, and will ensure that any participating party will give HUD such access, to any books, documents, papers, and records of the Grantee, or such participating party, that are pertinent to assistance received under this Choice Neighborhoods Grant or under the Transformation Plan, including all records required to be kept by paragraph (B) above.

## 5. Reporting

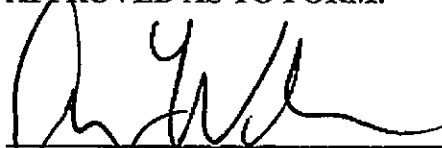
- A. **Compliance with the Federal Funding Accountability and Transparency Act of 2006** (Pub. L. 109-282) (Transparency Act), as amended. Please refer to [www.fsrs.gov](http://www.fsrs.gov) for complete information on requirements under the Transparency Act and OMB guidance.
- B. **Compliance with Section 872 of the Duncan Hunter National Defense Authorization Act for Fiscal Year 2009** (Public Law 110-417), hereafter referred to as "Section 872." OMB is in the process of issuing regulations regarding federal agency implementation of section 872 requirements.

180326

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

APPROVED AS TO FORM:

An Ordinance to amend the Flint City Code of Ordinances by adopting Article VI Chapter 35, Personnel; Section 35-112.10, Adoption-Job Description and Qualifications-City Attorney.

  
\_\_\_\_\_  
Angela Wheeler, City Attorney

S:\Ordinance Files\Principal Officers Job Descriptions\City Attorney 35-112.10.docx

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

Sec. 112. That Section 35-112 of the Code of the City of Flint shall be amended as follows.

**ARTICLE VI. PERSONNEL CODE**

**§ 35-112.10 ADOPTION – JOB DESCRIPTION AND QUALIFICATIONS CITY ATTORNEY**

Pursuant to the provisions of Flint City Charter 1-501(B), the job description and qualifications are hereby adopted by reference **AND ATTACHED HERETO.**

Sec. 2. This ordinance shall become effective this \_\_\_\_ day of \_\_\_\_\_ 2018.

Adopted this \_\_\_\_ day of

\_\_\_\_\_, A.D., 2018.

\_\_\_\_\_  
Karen W. Weaver, Mayor

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

**CITY OF FLINT**  
**Position Description**

Class Title:	City Attorney	Job Code Number:	NA
Established:	July 2002		Appointed

**Salary: \$90,000-\$110,000**

**GENERAL STATEMENT OF DUTIES:**

Performs a variety of complex, high level professional work, serving as the chief legal officer for the City of Flint, directing the management of all legal matters in which the City is interested. Draws up legal documents, advising city officials as to legal rights, obligations, practices and other related phases of applicable local, state or Federal law.

**SUPERVISION RECEIVED:**

Works under the broad policy guidance of the Mayor or his/her designee. Performance of the City Attorney is reviewed for effectiveness, through conferences and reports, solely by the Mayor or his/her designee.

**SUPERVISION EXERCISED:**

Responsible for the direct supervision of professional and support staff as assigned to the Legal Department, as well as the monitoring of outside counsel assigned City of Flint legal work.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

1. Provides professional advice to Administration, the City Council and department heads; makes presentations to council, boards, commissions, civic groups and the general public.
2. Determines work procedures, prepares work schedules, and expedites workflow; studies and standardizes procedures to improve efficiency and effectiveness of operations.
3. Issues written and oral opinions; assigns duties and examines work for exactness, neatness, and conformance to policies and procedures.
4. Assures that assigned areas of responsibility are performed within budget; performs cost control activities; monitors revenues and expenditures in assigned area to assure sound fiscal control; prepares annual budget requests.
5. Assigns, advises and monitors City of Flint legal work including litigation to in-house counsel as well as outside counsel as deemed appropriate and in the best interest of the Client, City of Flint.
6. Manages research, interviews clients and witnesses, and handles other details in preparation for litigation. Prepares legal briefs, develops strategy, arguments and testimony in preparation for presentation of cases.
7. Researches and advises on City Council referrals and a variety of administrative and other municipal issues for the City of Flint.
8. Handles specialized litigation, including federal civil rights, condemnation and forfeiture matters, as well as a variety of general litigation.
9. May develop, implement and provide specialized training as it relates to City policy.

**MINIMUM ENTRANCE REQUIREMENTS:**

- A. Bachelor's Degree, graduation from an accredited law school with a Juris Doctorate degree.
- B. Minimum of six (6) years of increasingly complex litigation experience in federal and state courts.
- C. Legal office administrative experience including a minimum of three (3) years supervisory experience of professional and support staff.
- D. A minimum of eight (8) years working as an attorney in a municipal law office.
- E. Working knowledge of municipal law. Experience in addressing municipal issues, including but not limited to civil rights, discrimination, employment and personal injury.
- F. Ability to prepare and analyze comprehensive legal documents and to carry out assigned projects to their completion.
- G. Ability to communicate effectively verbally and in writing.
- H. Ability to establish and maintain effective working relationships with employees, city officials, the court system, and the general public; ability to efficiently and effectively litigate violations of the law.

**NECESSARY SPECIAL REQUIREMENTS:**

- A license to practice law in the State of Michigan.
- Member in good standing of the State of Michigan Bar Association.
- Valid State of Michigan driver's license.
- Member of Genesee County Bar Association.

**PHYSICAL DEMANDS:**

While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to walk; use hands to finger, handle, or feel objects, tools, or controls; and reach with hands and arms.

The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

**Classification History:**

Established: July 2002

Revised: Human Resources 6/6/18

**The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.**

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

An Ordinance to amend the Flint City Code of Ordinances by adopting Article VI Chapter 35, Personnel; Section 35-112.12, Adoption-Job Description and Qualifications-Economic Development Director.

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

Sec. 112. That Section 35-112 of the Code of the City of Flint shall be amended as follows.

***ARTICLE VI. PERSONNEL CODE***

**§ 35-112.12 ADOPTION – JOB DESCRIPTION AND QUALIFICATIONS ECONOMIC DEVELOPMENT DIRECTOR**

Pursuant to the provisions of Flint City Charter 1-501(B), the job description and qualifications are hereby adopted by reference **AND ATTACHED HERETO.**

Sec. 2. This ordinance shall become effective this \_\_\_\_ day of \_\_\_\_\_ 2018.

Adopted this \_\_\_\_\_ day of

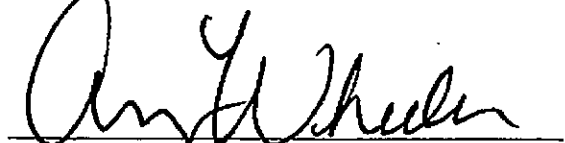
\_\_\_\_\_ A.D., 2018.

\_\_\_\_\_  
Karen W. Weaver, Mayor

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Inez M. Brown, City Clerk

180327

APPROVED AS TO FORM:

  
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Angela Wheeler, City Attorney

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**CITY OF FLINT**  
**Position Description**

<b>Economic Development Director</b>	<b>Salary: \$85,000</b>
<b>Established: April 21, 2016</b>	<b>Appointed</b>

We are looking for an innovative and inspiring leader to create an environment where our talented staff can thrive by engaging and contributing to the important work of the department. You'll have the opportunity to lead staff and strategic initiatives to help bolster programs that improve the lives of Flint residents. You'll interact and collaborate closely with department staff, as well as community partners, to improve the vitality of the city.

**GENERAL STATEMENT OF DUTIES:**

Provides direction, leadership and general oversight to the Economic Development Department. Facilitates the development of strategy and policy in collaboration with the City Administrator's Office and other City departments. Ensures the City's mission, council direction and core values are incorporated into operational activities and services. Represents the City in the community, the region and nationally with regards to policy and operational initiatives. This is a department head with responsibility for policy development, program planning, budget management, administration, and operational direction of the Community and Economic Development Department functions.

**SUPERVISION RECEIVED:**

Works under the direction of the City Administrator who reviews work for progress and effectiveness through conferences and reports.

**SUPERVISION EXERCISED:**

Exercises supervision over all employees of the Economic Development Department either directly or indirectly through supervisors.

**ESSENTIAL FUNCTIONS/DUTIES INCLUDE, BUT NOT LIMITED TO:**

1. Plans, organizes, controls, integrates and evaluates the work of the Economic Development Department. With Program Managers and Staff, the Director will develop, implement, and monitor long-term plans, goals and objectives focused on achieving the City's mission and priorities, direct the development of and monitors performance against the annual Department budget, and finally will manage and direct the development, implementation and evaluations of plans, policies, systems and procedures to achieve annual goals, objectives, and work standards.
2. Provides assistance in the development of short and long term economic and development plans, as well as the gathering of information and preparation of studies, reports, and recommendations to achieve such goals. This involves the preparation and maintenance of information on utilizes, taxes, zoning, transportation, community services, financing tools, and incentives, in order to respond to requests for information for economic development purposes, and the coordination with other departments and agencies as needed.

3. Plans, directs, organizes and controls the negotiation and the management of professional service contracts, property sales or acquisition, and economic development oriented negotiations, as assigned. Works with the Economic Development Corporations to formulate and implement marketing and business attraction strategies, including familiarity with the goals and objectives of the City of Flint.
4. Provides leadership to develop and retain highly competent, public service-oriented staff through selection, compensation, training and day-to-day management practices that support the City's missions and values. Develops goals and objectives for economic development and evaluates staff performance based on implementation quality and effectiveness.
5. Represents the City and the department in the City Council meetings; informs and advises these groups, as well as City Administrator on progress toward the achievement of robust economic development goals and objectives, addressing serious problems as they arise.
6. Provide oversight of multiple economic development projects; coordinates project activities with other City departments, engineers, and outside local, county, regional, state, and federal agencies and utilities, fostering collaborative relationships and creating partnerships and opportunities for funding.
7. Interprets and is accountable for the departments' codes, regulations, plans, policies and functions for elected and appointed boards, citizens, the business community, stakeholders, and the general public.
8. Monitors national and state-wide legislation and developments in economic development matters; evaluates their impact on City programs and operations; implements departmental process improvement where warranted; represents the City in regional conferences and other forums.
9. Provides professional economic development advice, assist in the application and permitting process, and serves as an advocate for economic development in line with the *Imagine Flint* Master Plan, zoning ordinances, and goals as established by the City.
10. Promotes City of Flint industrial parks, promoting the sale of lots, and the orderly development of projects within the parks. Works closely with Flint-Genesee Regional Chamber of Commerce and the Flint Downtown Development Authority to identify areas of concern and collaboration in the promotion of business location and expansion within the City, as well as other economic development financing tools including Corridor Improvement Authorities and Business Improvement Districts.
11. Becomes familiar with the existing inventory of available buildings and business and residential development sites within the community. This will include both public and private buildings and land areas.
12. Provide oversight of the City's CDBG Revolving Loan Fund.
13. Serves as a member of economic development group or task force that promote economic development at the Local, State, or Federal level, as deemed necessary appropriate.
14. Establishes and administers departmental personnel policies in accordance with pertinent ordinance, regulations, and union agreements.

### **KNOWLEDGE, SKILLS, AND ABILITIES:**

1. Demonstrated knowledge of business development, economic development.
2. Considerable knowledge of municipal building, zoning, and infrastructure, and planning programs and processes.
3. Ability to display effective oral and written communication to groups and individuals, engineers, architects, contractors, developers, businesses, supervisors, employees, and the general public.
4. Ability to prepare and analyze reports and data.
5. Skill in the operation of necessary tools, equipment, and computer database programs (i.e., computers, telephone, copier, fax, calculator, Microsoft Word, Excel, and other databases and management information systems.)
6. Knowledge of the form and content of legal documents such as deeds, contracts, leases, and related documents.
7. Ability to retain records and prepare reports.
8. Ability to handle public relations problems with diplomacy.
9. Ability to establish and maintain effective working relationships with public officials, department heads and the general public.

### **MINIMUM ENTRANCE REQUIREMENTS:**

1. Bachelor's degree from an accredited college or university in Public Administration, Business Administration, Economics or closely related field. **AND;** Five to Seven (5-7) years of experience in local government in either Grant Management and/or Administration, business development, community and economic development, and housing development.
2. Five (5) years of progressively more responsible experience in a managerial or leadership capacity in the above areas.

### **-OR-**

1. Master's Degree in Public Administration, Business Administration Economics or closely related field **AND** three to five (3-5) years of experience in local government in either Grant Management and/or Administration, business development, community and economic development, and housing development.
2. Three (3) years of progressively more responsible experience in a managerial or leadership capacity in the above areas.

### **SPECIAL REQUIREMENTS:**

- A Valid State of Michigan Driver's license or the ability to obtain within 30 days of hire and an acceptable driving record.
- May be required to pass a drug test and background investigation.



**PHYSICAL DEMANDS:**

While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to walk, use hands and fingers, to feel objects, tools or controls, and reach with hands and arms.

The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

**Classification History**

Established: Human Resources  
04/21/2016

**The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.**

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

An Ordinance to amend the Flint City Code of Ordinances by adopting Article VI Chapter 35, Personnel; Section 35-112.13, Adoption-Job Description and Qualifications-Economic Development Director.

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

Sec. 112. That Section 35-112 of the Code of the City of Flint shall be amended as follows.

**ARTICLE VI. PERSONNEL CODE**

**§ 35-112.13 ADOPTION – JOB DESCRIPTION AND QUALIFICATIONS INFORMATION TECHNOLOGY DIRECTOR**

Pursuant to the provisions of Flint City Charter 1-501(B), the job description and qualifications are hereby adopted by reference **AND ATTACHED HERETO.**

Sec. 2. This ordinance shall become effective this \_\_\_\_ day of \_\_\_\_\_ 2018.

Adopted this \_\_\_\_\_ day of

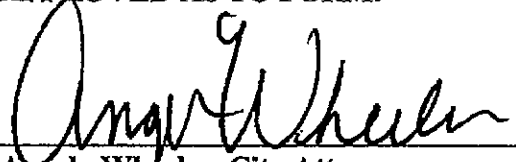
\_\_\_\_\_ A.D., 2018.

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Karen W. Weaver, Mayor

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Inez M. Brown, City Clerk

180328

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Angela Wheeler, City Attorney

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**CITY OF FLINT**  
**Position Description**

<b>Class Title: Information Technology Director</b>	
<b>Established:</b> January 10, 1995	<b>Appointed</b>

**GENERAL STATEMENT OF DUTIES:**

Plans, develops, and administers the overall information and communications activities of the City; confers with vendors, consultants and client departments to identify City requirements and directs the implementation of such resolutions; administers divisional personnel policies; prepares the divisional budget; performs related work as assigned.

**SUPERVISION RECEIVED:**

Works under the general supervision of the Chief Financial Officer.

**SUPERVISION EXERCISED:**

Exercises full supervision over all other Information Technology (IT) staff to include technical and clerical employees.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

1. Establishes, plans, and administers the overall policies and goals for the Information Technology department.
2. Analyzes the needs of departments and divisions and determines ways to meet the City's objectives by modifying existing or implementing new technology.
3. Leads and coordinates the selection, installation, operation, support, and maintenance of the City's information technology infrastructure (i.e. operating systems, networks, telecommunications, hardware, and peripherals).
4. Directs the budget preparation, presentation, execution and control; projects both short and long-term budgetary forecasts and manages operating and project budgets.
5. Serves as technical advisor to committees, administrators and client department personnel on matters relative to information services for the City.
6. Determines present and future divisional needs in the areas of personnel and equipment; remains aware of the latest technologies in information services.
7. Directs education programs for IT staff.
8. Assists in building relationships with vendors and creating cost-efficient contracts.

**MINIMUM ENTRANCE REQUIREMENTS**

- A. A Bachelor's Degree from an accredited college in Computer Science or a related field is preferred. **Note:** Up to four (4) years of experience may be substituted for two (2) years of the required education.
- B. At least eight (8) years of full-time paid work experience in a medium to large IT department with four (4) years of such experience to have included experience with telecommunications, network administration and/or system administration; must show increasingly responsible supervisory experience of technical staff.
- C. Knowledge of information systems and telecommunications technology and operational capabilities.
- D. Ability to develop bid and proposal specifications for information and telecommunications systems and projects, evaluation and analysis of responses providing recommendations for their implementation and impact on City goals and strategies.
- E. Knowledge of financial and budgetary methods to administer multi-million dollar budgets and projects.

**PHYSICAL DEMANDS**

While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to walk; use hands to finger, handle, or feel objects, tools, or controls; and reach with hands and arms.

The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

**Classification History:**

Established: Personnel 01/10/95

Retitled: Human Resources 11/21/2003

(Previously Information Systems Administrator.)

Revised and Retitled: Human Resources 10/20/2005

Revised: Human Resources 06/6/18

(Previously Chief Information System Official.)

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.