

# **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, September 9, 2019**

**5:30 PM**

**Council Chambers**

### **CITY COUNCIL**

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

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

*Inez M. Brown, City Clerk*

**CALL TO ORDER****ROLL CALL****PLEDGE OF ALLEGIANCE****PRAYER OR BLESSING****READING OF DISORDERLY PERSONS CITY CODE SUBSECTION**

*Any person that persists in disrupting this meeting will be in violation of Flint City Code Section 31-10, Disorderly Conduct, Assault and Battery, and Disorderly Persons, and will be subject to arrest for a misdemeanor. Any person who prevents the peaceful and orderly conduct of any meeting will be given one warning. If they persist in disrupting the meeting, that individual will be subject to arrest. Violators shall be removed from meetings.*

**REQUEST FOR CHANGES AND/OR ADDITIONS TO AGENDA**

*Council shall vote to adopt any amended agenda.*

**PRESENTATION OF MINUTES****PUBLIC HEARINGS****PUBLIC SPEAKING**

*Per the amended Rules Governing Meetings of the Council (as adopted by the City Council on Monday, June 12, 2017), three (3) minutes per speaker. Only one speaking opportunity per speaker. Numbered slips will be provided prior to the start of the meeting to those wishing to speak during this agenda item. 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.*

**COUNCIL RESPONSE**

*Per the amended Rules Governing Meetings of the Council (as adopted by the City Council on Monday, June 12, 2017), Councilpersons may respond to any public speaker, but only one response and only when all public speakers have been heard. Individual council response is limited to two minutes and is subject to all rules of decorum and discipline.*

**PETITIONS AND UNOFFICIAL COMMUNICATIONS**

**190379**      2019 Tax Rate Request - Revised/Michigan Department of Treasury/Bishop International Airport Authority

Revised Form L-4029 dated July 23, 2019, re: Revised Millage Request Report to the County Board of Commissioners for a Bishop International Airport Authority 2019 property tax levy.

- 190380** Public Notice, Agenda and Attachments/Karegnondi Water Authority (KWA) Meeting

Communication received August 14, 2019, re: A public notice, agenda and attachments for the Karegnondi Water Authority (KWA) Meeting held at 2:00 p.m., Wednesday, August 21, 2019.

- 190381** Financial Report/Karegnondi Water Authority (KWA)

Communication received August 26, 2019, re: The Karegnondi Water Authority (KWA) July 2019 Financial Report.

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

- 190382** Traffic Engineering/Closure Permits

Sidewalk, Lane and Street Closures permits (28) dated June, August and September 2019 for requested activities/events, with noted responsibility for the placement of the required traffic control devices, and/or personnel, for the protection of traffic and event participants.

- 190383** Department of Transportation/Street Maintenance and Construction/Street Construction

Communications (2) dated August 6, 2019, from Street Maintenance & Construction Division to City Residents and Businesses, re: (1) Chestnut Street resurfacing beginning August 7th (between Piper and Russell Avenues); and (2) Sussex Street resurfacing beginning August 7th (between Pierson Road and Oxley Drive).

## **ADDITIONAL COMMUNICATIONS**

## **APPOINTMENTS**

## **RESOLUTIONS**

- 190364** Three-Year Contract/M & M Pavement Markings, Inc./Traffic Pavement Marking Services

Resolution authorizing the Department of Purchases & Supplies to enter into a (three-year) contract with M & M Pavement Markings, Inc. for traffic pavement marking services, as requested by Transportation, in an amount NOT-TO-EXCEED \$120,000.00 [Major Street Fund Acct. No. 202-443.201-801.000].

- 190365.1**      Amendment/Contract/Ferguson Waterworks/Water Main & Service Connection Parts
- Amended resolution resolving that the Department of Purchases & Supplies is authorized to enter into a contract with Ferguson Waterworks, as requested by the Water Service Center, in an amount NOT-TO-EXCEED \$120,000.00 [Water Fund Acct. No. 591-540.202-726.000]. [NOTE: Resolution amended to change it from a purchase order to a contract.]
- 190366**      Contract/Newkirk Electric Associates, Inc./Pumping Station Switchgear & Motor Control Replacement/Third Avenue Pumping Station
- Resolution resolving that the Department of Purchases & Supplies is authorized to do all things necessary to enter into a contract with Newkirk Electric Associates, Inc., as requested by Water Pollution Control, in an amount NOT-TO-EXCEED \$340,000.00 [Sewer Fund Acct. No. 590-550.300-801.000].
- 190368**      Charitable Gaming License/State of Michigan Lottery Charitable Gaming Division/Voices for Children Advocacy Center
- Resolution resolving that Voices for Children Advocacy Center 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. [NOTE: Voices for Children Advocacy Center is a non-profit organization dedicated to serving the child victim and families of child abuse in Genesee County and enhancing the lives of all children through treatment, education and by increasing community awareness.]
- 190372**      Contract/Eastern Asphalt Co., Inc./Construction/Brennan Park/Eldorado Vista Park
- Resolution resolving that the Department of Planning & Development, upon City Council's approval, are hereby authorized to extend through December 30, 2019, Contract No. 19-029 [with Eastern Asphalt Co., Inc. for the purpose of completion of Brennan Park (draining culverts) and Eldorado Vista Park (pathway extensions)], in the amount of \$7,566.97, for a total contract amount of \$82,06.97.
- 190373**      Wade Trim/Sludge Dewatering Improvements
- Resolution resolving that the Department of Purchases & Supplies, upon City Council's approval, is authorized to do all things necessary to enter into a contract with Wade Trim for sludge dewatering improvements, as requested by Water Pollution Control, in an amount NOT-TO-EXCEED \$433,000.00 [Sewer Fund Acct. No. 590-550.300-801.000].
- 190374**      Contract/Tetra Tech /Engineering Services/Aeration System Process Improvements

Resolution resolving that the Department of Purchases & Supplies is authorized to enter into a contract with Tetra Tech for engineering services for aeration system process improvements, as requested by Water Pollution Control, in an amount NOT-TO-EXCEED \$1,095,541.00 [Sewer Fund Acct. No. 590-550.300-801.000.] [NOTE: This resolution replaces 190367, and changes the contracted party from Hubbell, Roth and Clark, Inc. to Tetra Tech.]

**190375** Grant Acceptance/Appropriation/State of Michigan/Department of Environment, Great Lakes and Energy (EGLE)/Recycling Grant Award

Resolution resolving that the appropriate City of Flint officials, upon City Council's approval, are hereby authorized to do all things necessary to appropriate grant award funding for FY2020 and to budget in future years as long as the funds are still available from the grantor and [to] abide by the terms and conditions of the grant award agreement from the State of Michigan Department of Environment, Great Lakes and Energy, in the amount of \$196,000.00, to Fund 296, Department 550.100, under Grant Code SEGLE-RECY19, AND, resolving that the Department of Public Works director and Water Pollution Control manager be authorized as signatories and representatives for all activities associated with the projects related to the grant listed above. [NOTE: According to the Staff Review, the total project cost is \$326,000.00. The city is responsible for \$130,000.00, with EGLE picking up the remaining \$196,000.00. The city was awarded the grant for recycling efforts and proposed plant improvements.]

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

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

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

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

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

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

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

**190376** Sale of Properties/Acquired by City of Flint/To Genesee County Treasurer

Resolution resolving that the Flint City Council is authorized to approve the sale of the following properties \_\_\_\_\_, in the following amounts

\_\_\_\_\_. [NOTE: The Flint City Council adopted a policy, Resolution No. 180627, on April 8, 2019, entitled "Disposition of Acquired Genesee County Treasurer Properties," to handle the sale of said property.

**190377**      Budget Amendment/Water Department/Leak Detection Project

Resolution authorizing the appropriate City Officials to do all things necessary to process a budget amendment to allocate \$151,528.00 from the Water Fund Balance to the FY2019-2020 Capital Improvement Acct. No. 591-540.300-801.000, as requested by the Water Department (Water Service Center). [NOTE: The Water Department desires to amend the FY19-20 Approved Budget for the purpose of funding the ongoing leak detection project.]

**190378**      Settlement/City of Flint and Marjorie McClain

Resolution resolving that the City Administrator authorizes settlement between the City of Flint and Marjorie McClain, in the amount of \$12,500.00, in satisfaction of any and all claims arising out of said matter, with payment drawn from appropriated funds in the Litigation and Suits Line Item No. 677-266.200-956.300. [NOTE: An Executive Session was requested on this matter on August 26, 2019.]

## **LIQUOR LICENSES**

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

### **INTRODUCTION AND FIRST READING OF ORDINANCES (May Be Referred from S.A.)**

**190239**      Amendment/Ordinance/Chapter 46 (Utilities)/Article V (Wastewater Disposal Regulations)/Division I (Use of Storm Sewers)

An ordinance to amend the Flint City Code of Ordinances by amending Chapter 46 (Utilities), Article V (Wastewater Disposal Regulations), Division I (Use of Storm Sewers), by adding new sections 46-125 through 46-150.

**190323**      Amendment/Ordinance/Chapter \_\_\_\_/Article \_\_\_\_/\_/\_\_\_\_\_/Add Section \_\_\_\_ (Ethics and Accountability Board By-Laws)

An ordinance to amend the Flint City Code of Ordinances by amending Chapter \_\_\_\_, Article \_\_\_\_, \_\_\_\_\_, by adding Section \_\_\_\_ (Ethics and Accountability Board By-Laws).

**190369**      Amendment/Ordinance/Chapter 18 (Taxation; Funds; Purchasing)/Article I (In General)/Section 18-4.1 (Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons)

An ordinance to amend the Code of the City of Flint by amending Chapter 18,

(Taxation; Funds; Purchasing); Article I, (In General); Section 18-4.1, (Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons) shall be amended by adding subsection (CC). [NOTE: The PILOT is for University Park Limited Dividend Housing Association, LP, a Michigan Limited Partnership. The annual service charge for the class of persons of low and moderate income shall be equal to six (6) percent of the annual shelter rents, exclusive of charges for gas, electricity, heat or other utilities.]

- 190370** Amendment/Ordinance/Chapter 18 (Taxation; Funds; Purchasing)/Article I (In General)/Section 18-4.1 (Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons)

An ordinance to amend the Code of the City of Flint by amending Chapter 18, (Taxation; Funds; Purchasing); Article I, (In General); Section 18-4.1, (Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons) shall be amended by adding subsection (DD). [NOTE: The PILOT is for Clark Commons II, LDHA, LLC, a limited liability corporation. The annual service charge for the class of persons of low and moderate income shall be equal to four (4) percent of the annual shelter rents, exclusive of charges for gas, electricity, heat or other utilities.]

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

## **FINAL COUNCIL COMMENTS**

## **ADJOURNMENT**

190364

Proposal #19000517

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

PRESENTED: 9-4-19

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

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO M & M PAVEMENT MARKING, INC. FOR  
ANNUAL TRAFFIC PAVEMENT MARKING SERVICES (3 YEARS)**

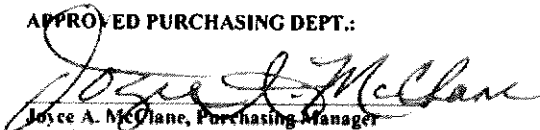
**RESOLUTION**

The Department of Purchases & Supplies has solicited bids for Annual Traffic Pavement Marking Services requested by the City of Flint Transportation Department; and

M & M Pavement Markings, Inc., PO Box 530, Grand Blanc, 48439 was the lowest responsive bidder for said requirements from the Fall of 2019 to the Spring of 2022 (3 yrs.). Funding for said services will come from the following account: 202-443.201-801.000 (\$120,000.00); and

IT IS RESOLVED, that the Department of Purchases and Supplies is authorized to do all things necessary to enter into a contract with M & M Pavement Markings, Inc. from the Fall of 2019 to Spring of 2022 (3 Yrs.) for Annual Traffic Pavement Marking Services in the amount not to exceed for FY19/20 budget \$120,000.00.

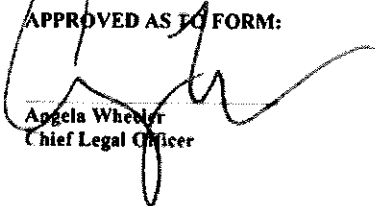
APPROVED PURCHASING DEPT.:

  
Joyce A. McLane, Purchasing Manager

APPROVED AS TO FINANCE:

  
Tamar Lewis  
Deputy Chief Financial Officer

APPROVED AS TO FORM:

  
Angela Wheeler  
Chief Legal Officer

  
Steve Branch, City Administrator

CITY COUNCIL:

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

FY19



## RESOLUTION STAFF REVIEW

**DATE:** June 17, 2019

**Agenda Item Title:** M & M Pavement Marking, Inc

**Prepared By:** Rodney McGaha for Betty Wideman

**Background/Summary of Proposed Action:**

To maintain the traffic pavement marking contractor to provide a variety of traffic pavement marking applications on City of Flint streets. Traffic painting to be applied from the Fall of 2019 to the Spring of 2022. These markings are traffic control devices, mandated by State of Michigan law, used for public safety purposes, and to convey regulations, warnings, and guidance that otherwise might not be clearly understandable. As marking acuity diminishes over time/traffic wear, the markings must be periodically renewed to ensure their effectiveness.

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

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

**Account No.:** 202-443.201-801.000



**Pre-encumbered?** Yes ☒ No ☐ Requisition # 190002077 ✓

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

**Staff Recommendation:** Recommend Approval

**Staff Person:**

*Betty J. Wideman*

Betty Wideman, Transportation Division Manager

120,000 -

SUBMISSION NO.: 190365.1

PRESENTED: 9-4-19

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

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO FERGUSON WATERWORKS FOR  
WATER MAIN AND SERVICE CONNECTION PARTS**

**RESOLUTION**

The Department of Purchases & Supplies has solicited bids for Water Main and Service Connection Parts for the City of Flint Water Service Center; and

Ferguson Waterworks, 4040 Eagles Nest, Flushing Michigan was the lowest responsive bidder for said requirements. Funding for said services will come from the following account: 591-540.202-726-000 (\$120,000.00); and

IT IS RESOLVED, that the Department of Purchases and Supplies is authorized to do all things necessary to enter into a contract with Ferguson Waterworks in the amount not to exceed \$120,000.00 from FY19/20 budget.

APPROVED PURCHASING DEPT.:

\_\_\_\_\_  
Joyce A. McClane, Purchasing Manager

APPROVED AS TO FINANCE:

\_\_\_\_\_  
Tamar Lewis  
Deputy Chief Financial Officer

APPROVED AS TO FORM:

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

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

CITY COUNCIL:

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

FY19




# CITY OF FLINT

## Department of Purchases & Supplies

Dr. Karen Weaver  
Mayor

June 10, 2019

**TO:** Robert Bincsik & Cheri Priest  
Water Service Center

**FROM:** Joyce A. McClanahan   
Purchasing Manager

**SUBJECT:** SEALED BIDS

Attached are (2) copies of sealed bids that were received for Proposal #20-518 - **WATER MAIN AND SERVICE CONNECTION PARTS**. These copies are yours to keep. This bid was opened on May 30, 2019.

Your review and recommendation form is needed as soon as possible. Attach a staff resolution form when you send back your recommendation and make sure that your requisition has been updated and pre-encumbered with the correct price. If your recommendation is under \$10,000.00, you do not need to include a staff resolution form.

**Please note:** if your project is being funded by any grants issued by the federal government, you must go to [www.epis.gov](http://www.epis.gov) to ensure that the selected vendor has not been debarred.

## RESOLUTION STAFF REVIEW

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**DATE:** 8-9-19

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

**Prepared By:** Cheri Priest, Water Service Center

**Background/Summary of Proposed Action:** The City of Flint Water Department requests that a purchase order be issued to Ferguson Waterworks for the purchase of repair parts for mains and service. This purchase order is crucial to the operation of the Water Department. Without this PO, the Water Department's ability to operate will be greatly impacted, if not halted.

**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 \$120,000.00

**Pre-encumbered?** Yes ☒ No ☐ Requisition # 190001642

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

**Staff Recommendation:** Recommend Approval

**Staff Person:**



Robert Bincsik, Director of Public Works

190366

Proposal #19000539

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

PRESENTED: 9-4-19

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

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO NEWKIRK ELECTRIC ASSOCIATES, INC. FOR  
WATER POLLUTION CONTROL THIRD AVENUE PUMPING STATION SWITCHGEAR  
AND MOTOR CONTROL REPLACEMENT INSTALLATION**

**RESOLUTION**

The Department of Purchases & Supplies has solicited bids for Water Pollution Control Third Avenue Pumping Station Switchgear and Motor Control Replacement Installation as requested by the City of Flint Water Pollution Control Facility; and

Newkirk Electric Associates, Inc. 2751 Lippincott Blvd., Flint, Michigan was the lowest responsive bidder for said requirements. Funding for said services will come from the following account: 590-550.300-801.000 (\$340,000.00); and

IT IS RESOLVED, that the Department of Purchases and Supplies is authorized to do all things necessary to enter into a contract with Newkirk Electric Associates, Inc., in the amount not to exceed \$340,000.00 from FY19/20 budget.

APPROVED PURCHASING DEPT.:

  
Joyce W. McClane, Purchasing Manager

APPROVED AS TO FORM:

  
Angela Wheeler  
Chief Legal Officer

APPROVED AS TO FINANCE:

  
Tamar Lewis  
Deputy Chief Financial Officer

  
Steve Branch, City Administrator

CITY COUNCIL:

Herbert J. Winfrey, Council President

FY19

## RESOLUTION STAFF REVIEW

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August 1, 2019

**Agenda Item Title:** WPC MV Switchgear Replacement at Third Avenue Station

**Prepared By:** John Florshinger, Utilities Maintenance/SCADA Supervisor

**Background/Summary of Proposed Action:**

WPC relies on switchgear to distribute power to all of its electrical equipment, such as Bar Screen Motors, Raw Sewage Pump Motors, HVAC, conveyors, and exhaust fans. Current switchgear is obsolete and in urgent need of replacement as several serious failures have occurred. Without adequate and reliable switchgear, plant processes and monitoring would become inoperable resulting in sewage overflows to the Flint River.

**Financial Implications:**

There is adequate funding for this contract in the FY2020 budget. Use account 590-550-300-801.000 (\$340,000.00) when approving this purchase.

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

**Account No.:** 590-550.300-801.000 - \$340,000.00

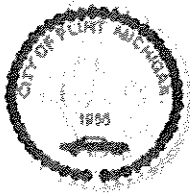
**Pre-encumbered?** Yes ☒ No ☐ Requisition: 190002295 ✓

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

**Staff Recommendation:** Approve

**Staff Person:**

  
(Jeannette Best, WPC Manager)



Dr. Karen Weaver  
Mayor

**CITY OF FLINT  
DEPARTMENT OF PUBLIC WORKS  
WATER POLLUTION CONTROL**



Jeanette Best  
WPC Manager

**MEMORANDUM**

August 1, 2019

**TO:** Joyce A. McClane, Purchasing Manager  
**THRU:** Jeanette Best, WPC Manager *JMB*  
**FROM:** John Florshinger, Utilities Maintenance & SCADA Supervisor  
**RE:** **WPC MV Switchgear Replacement at Third Avenue Station  
Proposal 19-539, Requisition ID 190002295**

One (1) bid was received and reviewed:

Newkirk Electric                      \$340,000.00

I recommend the sole, qualified, bidder, Newkirk Electric, be awarded the bid in the amount \$340,000.00 for the WPC MV Switchgear Replacement at Third Avenue Station.

Please issue a contract in the amount of \$340,000.00 using funds from account 590-550.300-801.000.

cc: file

RESOLUTION NO.: 190368  
PRESENTED: 9-4-19  
ADOPTED: \_\_\_\_\_

**RESOLUTION RECOGNIZING VOICES FOR CHILDREN ADVOCACY CENTER., 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.**

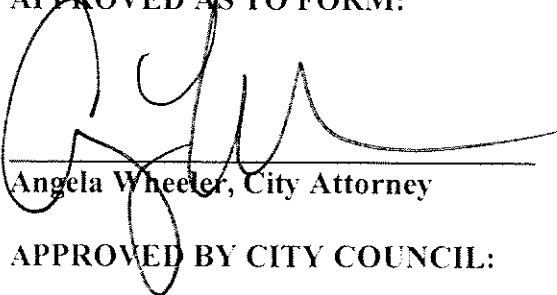
**BY THE MAYOR:**

Voices for Children Advocacy Center., a non-profit organization, is dedicated to serving the child victim and families of child abuse in Genesee County and enhancing the lives of all children through treatment, education, and by increasing community awareness.

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 Voices for Children Advocacy Center., a non-profit organization, having made proper application for a Charitable Gaming License to conduct a dodge ball tournament commencing September 19, 2019 at 12500 Holly Road Grand Blanc, MI 48439 prices for team registration is \$100.00 with a \$30.00 buy back in if you are stuck out of the game. 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 Voices for Children Advocacy Center. 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





Department of the Treasury  
Internal Revenue Service

P.O. Box 2508, Room 4010  
Cincinnati OH 45201

In reply refer to: 4077556534  
July 19, 2011 LTR 4168C 0  
43-2031361 000000 00

00024199  
BODC: TE

ROBERT E WEISS ADVOCACY CENTER FOR  
CHILDREN AND YOUTH  
% POLLY D SHEPPARD  
515 EAST ST  
FLINT MI 48503-1946

014383

Employer Identification Number: 43-2031361  
Person to Contact: SHARON LENARD  
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your June 21, 2011, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in July 2004.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website [www.irs.gov/eo](http://www.irs.gov/eo) for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.



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)

RESOLUTION NO.: 190372

PRESENTED: 9-4-19

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

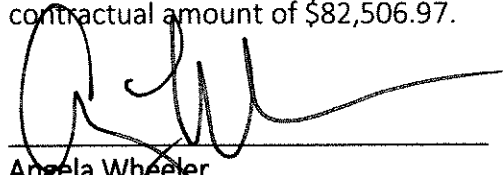
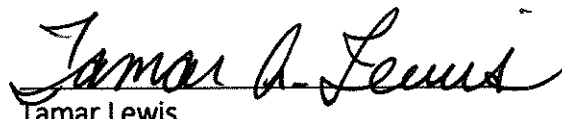

RESOLUTION AUTHORIZING THE DEPARTMENT OF PLANNING AND DEVELOPMENT DIVISION  
OF PLANNING TO EXTEND AND INCREASE CONTRACT 19-029 WITH EASTERN ASPHALT CO, INC  
FOR THE PURPOSE OF COMPLETION OF BRENNAN PARK AND ELDORADO VISTA PARK

BY THE MAYOR:

The Department of Planning and Development Planning Division entered into contract 19-029 with Eastern Asphalt Co, Inc. in the amount of \$74,940.00 for construction of pedestrian pathways in Brennan Park and Eldorado Vista Park.

To complete the additional work needed, the Division requests and extension through December 30, 2019 and an increase of \$7,566.97 for Brennan Park drainage culverts and Eldorado Vista Park pathway extensions. Funding is available in FHUD14CDBG expense account 274-748.212.805.057 FHUD14CDBG.

IT IS RESOLVED, that appropriate City officials are authorized to do all things necessary to extend thru December 30, 2019 contract 19-029 and increase by \$7,566.97 for a total contractual amount of \$82,506.97.

  
\_\_\_\_\_  
Angela Wheeler  
Chief Legal Officer  
\_\_\_\_\_  
Tamar Lewis  
Deputy Finance Director  
\_\_\_\_\_  
Dr. Kayen W. Weaver, Mayor

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

RESOLUTION STAFF REVIEW FORM

DATE: August 28, 2019

Agenda Item Title:

RESOLUTION AUTHORIZING THE DEPARTMENT OF PLANNING AND DEVELOPMENT DIVISION OF PLANNING TO EXTEND AND INCREASE CONTRACT 19-029 WITH EASTERN ASPHALT CO, INC FOR THE PURPOSE OF COMPLETION OF BRENNAN PARK AND ELDORADO VISTA PARK

Prepared by: Adam Moore, Planner III

Requestor: Department of Planning and Development, Division of Planning

Background/Summary of Proposed Action:

The Department of Planning and Development Planning Division entered into contract 19-029 with Eastern Asphalt Co, Inc. in the amount of \$74,940.00 for construction of pedestrian pathways in Brennan Park and Eldorado Vista Park.

To complete the additional work needed, the Division requests and extension through December 30, 2019 and an increase of \$7,566.97 for Brennan Park drainage culverts and Eldorado Vista Park pathway extensions. Funding is available in FHUD14CDBG expense account 274-748.212.805.057 FHUD14CDBG.

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

Account #: Reviewed and approved by C. Dotson

*C. Dotson 8-28-19*

Pre-encumbered: Yes x No \_\_\_\_

Requisition #: 190002391

*mmf*

Grant Ledger Included to evidence available funding

Other Implications: There are no other known implications at this time.

Staff Recommendation: Staff recommends approval of this resolution.

APPROVAL

*[Signature]*  
Suzanne Wilcox, Planning and Development Director

*8-28-19*

08/28/2019

GRANT LEDGER REPORT FOR CITY OF FLINT

Period Ending: 08/31/2019

GL NUMBER	GRANT	DESCRIPTION	2019-20 AMENDED BUDGET	AVAILABLE BALANCE	ENCUMBERED YEAR-TO-DATE
274-748.212-805.057	FHUD14CDBG	03F Parks, Recreational Facilities	35,000.00	35,000.00	0.00

## **CONTRACT STAFF REVIEW**

**Date:** September 3, 2019

**Agenda Item Title:** Change Order: Contact 19-092: Pathway – Eastern Asphalt Co Inc.

**Prepared by:** Adam Moore, Planner III

**Background/Summary of Proposed Action:**

The Planning & Development Department is seeking a Change Order with Eastern Asphalt Co Inc. for the value of . The Change Order will provide for the installation of drainage culverts in Brennan Park and an extension of the Pedestrian Pathway in Eldorado Vista Park. Construction is in progress now.

Project is grant funded through existing Planning & Development Community Development Block Grants. Change Order will be funded through additional Community Development Block Grants. Grants are currently being rolled over to the new fiscal year, however, at the end of the FY18-19 account number 274-748.214-805.057 contacted \$91,335.18. The change order will pull from this same account once rolled over to the new fiscal year.

**Financial Implications:**

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

**Expense:**

\$ \$\$\$\$ 274-748.214-805.057 FHUD18CDBG

Total: \$

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

**Requisition #:** 190001989

**Reviewed and Approved by:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

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

**APPROVAL**

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## CONTRACT REVIEW

FROM: Dequan Allen 3006

DEPARTMENT: Planning and Development

CONTRACT NAME: Eastern Asphalt Co Inc. – Eldorado Vista Park and Brennan Park Pathway Project

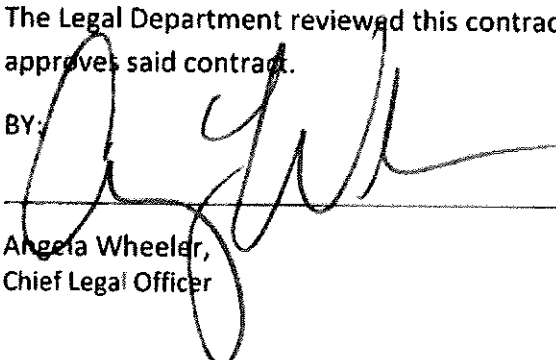
### 1. CONTRACT REVIEW – LEGAL

Date in: 5/3/19 OLBK B270 5/3

The attached Contract is submitted to the Legal Department for review and approval as to:

The Legal Department reviewed this contract on 5/3/19 and by signing this form approves said contract. (Date)

BY:

  
Angela Wheeler,  
Chief Legal Officer


### 2. CONTRACT REVIEW – FINANCE

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

The attached Contract is submitted to the Finance Department for approval as to **BUDGET COMPLIANCE:**

The Chief Financial Officer reviewed this Contract, on \_\_\_\_\_ and by signing this form approves as to BUDGET COMPLIANCE. (Date)

BY:

  
\_\_\_\_\_

Department of Finance

## CONTRACT STAFF REVIEW

**Date:** April 26, 2019

**Agenda Item Title:** Pathway – Eastern Asphalt Co Inc.

**Prepared by:** Dequan Allen, Planner I

### Background/Summary of Proposed Action:

The Planning and Development Department contracted Wade Trim to create construction specification, engineering documents, bid documents and to release an RFP to solicit proposals to hire a contractor to construct and complete a new pathway in Eldorado Vista Park and Brennan Park. The RFP was placed in the Flint Journal to January 23, 2019. The bids were unsealed on February 14th, 2019 with 6 firms, responding.

Company	Cost
Eastern Asphalt Co Inc.	\$74,940.00
Oak Construction Corp.	\$87,796.00
T. G. Priehs, LLC	\$91,850.00
Diamond Excavating, LLC	\$94,500.00
L.A. Construction	\$113,153.50
Zito Construction	\$148,000.00

### Financial Implications:

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

#### Expense:

\$ 12,660.00	274-748.207-805.051	FHUD15CDBG
\$ 27,640.00	274-748.214-805.057	FHUD17CDBG
\$ 34,640.00	274-748.214-805.057	FHUD18CDBG

Total: \$ 74,940.00

**Pre-encumbered:** Yes ☐ No ☒

**Requisition #:** 190001989 *mmp*

**Reviewed and Approved by:** *Dequan Allen*

**Date:** 4.26.19

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

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

### **APPROVAL**

*Adam Moore* 4.24.19  
for Adam Moore



# CITY OF FLINT



Dr. Karen W. Weaver,  
Mayor

Steve Branch,  
City Administrator

## MEMORANDUM

To: Suzanne Wilcox, Planning & Development  
Director

From: Dequan Allen, Planner I

Copy: Adam Moore, Planner III

Date: April 10, 2019

Subject: Eastern Asphalt, Eldorado Vista Park and  
Brennan Park Pathway

### Background:

The Planning and Development Department contracted Wade Trim to create construction specification, engineering documents, bid documents and to release an RFP to solicit proposals to hire a contractor to conduct and consult with Wade Trim to construct and complete a new pathway in Eldorado Vista Park and Brennan Park. The RFP was placed in the Flint Journal to January 23, 2019. The bids were unsealed on February 14<sup>th</sup>, 2019 with 6 firms, responding.

Company	Cost
Eastern Asphalt	\$74,940.00
Oak Construction Corp.	\$87,796.00
T. G. Priehs, LLC	\$91,850.00
Diamond Excavating, LLC	\$94,500.00
L.A. Construction	\$113,153.50
Zito Construction	\$148,000.00

### Recommendation and Justification:

Wade Trim recommend that the Planning and Development Department hire Eastern Asphalt Co Inc. as contractors to construct and complete the new pathway at Eldorado Vista Park and Brennan Park. The Planning and Development Department agrees with Wade Trim recommendation. The Planning and Development Department has received positive feedback from references on similar projects.



Wade Trim, Inc.  
555 S. Saginaw Street, Suite 201 • Flint, MI 48502  
810.235.2555 • www.wadetrim.com

March 12, 2019

City of Flint  
Planning and Zoning Division  
1101 South Saginaw Street  
Flint, MI 48502

Attention: Mr. Adam Moore

Re: Universal Access Pathways  
Brennan Park and Eldorado Vista Park  
City of Flint

Dear Mr. Moore:

On February 14, 2019, bids for construction of the above-referenced project were received from six Contractors with the lowest bid being received from Eastern Asphalt Company, Inc. (Eastern) of Flint, Michigan in the amount of \$74,940. A complete tabulation of all the bids received is attached.

We have been involved in previous projects with Eastern, including the Chevy Commons Trail, and have found them to have the equipment, manpower, and financial capabilities necessary to complete this project. Further, we spoke with Mr. Barry June (a listed reference) from the Genesee County Parks and Recreation regarding the work performed at Bluegill Pathway. Mr. June confirmed that Eastern performed the service as specified.

Therefore, based on their bid and our previous working experience with them, we see no reason not to award this Contract to Eastern Asphalt Company in the amount \$74,940.

If you have any questions or concerns, please feel free to contact the undersigned. As always, we appreciate the opportunity to be of service to the City.

Very truly yours,

Wade Trim, Inc.

A handwritten signature in black ink, appearing to read 'Kevin E. Cook', is written over a horizontal line.

Kevin E. Cook, PE  
Project Manager

KEC:efa  
COF 1067.01F  
20190312\_Moore-Award-Ltr DOCX  
Attachments (Bid Tabulation and Project References)

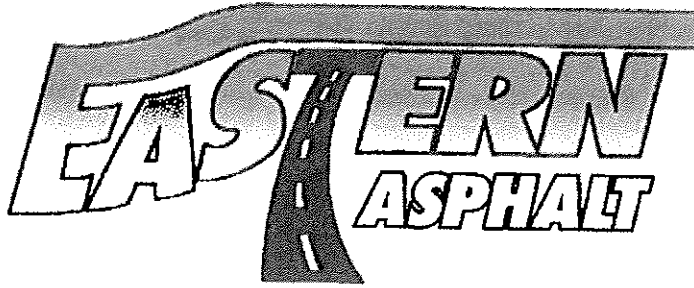


**Tabulation of Bids**

**City of Flint**  
**Universal Access Pathways: Brennan Park and Eldorado Vista Park, Flint, Michigan**  
**Wade Trim, Inc.**  
**555 South Saginaw Street, Suite 201, Flint, Michigan**  
**Thursday, February 14, 2019, at 2:00 p.m.**

**BASE BID ITEMS**

<b>Item No.</b>	<b>Description</b>	<b>Eastern Asphalt</b>	<b>Oak Construction Corp.</b>	<b>T.G. Pritch, LLC</b>	<b>Diamond Excavating, LLC</b>	<b>L.A. Construction</b>	<b>Zito Construction</b>
	<b>Stipulated Sum (Lump Sum)</b>	<b>\$74,940.00</b>	<b>\$87,796.00</b>	<b>\$91,850.00</b>	<b>\$94,500.00</b>	<b>\$113,153.50</b>	<b>\$148,600.00</b>



G 5172 North Dort Hwy  
Flint, MI 48505  
810-787-5500 810-787-8222 fax

### **PROJECT REFERENCES**

\*CHEVY COMMONS TRAIL - SHARED USE PATH  
(CHEVROLET AVE. TO E. GRAND TRAVERSE AVE.)  
**CONTRACTED WITH: ANLAAN CORPORATION**  
**PROJECT ID.# 25000-200067 - GENESEE CTY, (2018)**  
**CONTACT: DEREK @ 616-550-8164**

\*GENESEE VALLEY TRAIL - SHARED USE PATH  
**CONTRACTED WITH: LJ CONSTRUCTION**  
**PROJECT ID.#25402-123738 - GENESEE CTY, (2015)**  
**CONTACT: DAN JOCHAM @ 989-553-6903**

\*GENESEE COUNTY PARKS & RECREATION - PATHWAYS  
**CONTRACTED WITH: GENESEE COUNTY PARKS & RECREATIONS**  
**PROJECT ID.#BLUEGILL BIKE PATCH RESURFACE, (2014)**  
**CONTACT: BARRY JUNE @ 810-249-3817**

**Professional Services Agreement  
Eastern Asphalt Co Inc.**

The purpose of this agreement is to enter into a contract pertaining to Eldorado Vista and Brennan Park Pathway between the City of Flint (hereinafter called "City") and Eastern Asphalt Co Inc. G-5172 Dort Hwy, Flint, MI 48505 (hereinafter "Contractor").

**Applicable Law:** This contract shall be governed by and interpreted according to the laws of the State of Michigan pertaining to contracts made and to be performed in this state.

**Arbitration:** Contractor agrees that for all claims, disputes, and other matters arising out of or relating to this agreement, Contractor must request the City's consent to arbitrate within 30 days from the date the Contractor knows or should have known the facts giving rise to the claim, dispute or question.

(a) Notice of a request for arbitration must be submitted in writing by certified mail or personal service upon the City Attorney.

(b) Within 60 days from the date a request for arbitration is received by the City, the City shall inform Contractor whether it agrees to arbitrate. If the City does not consent, Contractor may proceed with an action in a court of competent jurisdiction within the State of Michigan. If the City does consent, then within 30 days of the consent each party shall submit to the other the name of one person to serve as an arbitrator. The two arbitrators together shall then select a third person, the three together shall then serve as a panel in all proceedings. Any unanimous decision of the three arbitrators shall be a final binding decision. The City's failure to respond to a timely, conforming request for arbitration is deemed consent to arbitration.

(c) The costs of the arbitration shall be split and borne equally between the parties and such costs are not subject to shifting by the arbitrator.

(d) Contractor's failure to comply with any portion (including timeliness) of this provision shall be deemed a permanent waiver and forfeiture of the claim, dispute, or question.

(e) These provisions shall survive the termination or expiration of this agreement.

**City Income Tax Withholding:** Contractor and any subcontractor engaged in this contract shall withhold from each payment to his employees the City income tax on all of their compensation subject to tax, after giving effect to exemptions, as follows:

(a) Residents of the City:  
At a rate equal to 1% of all compensation paid to the employee who is a resident of the City of Flint.

(b) Non-residents:  
At a rate equal to ½ % of the compensation paid to the employee for work done or services performed in the City of Flint.

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

**Compensation:** The City shall pay for such services as have been set forth herein, a contract price not to exceed \$74,940.00 upon submission of proper invoices, releases, affidavits, and the like.

1. Contractor shall submit itemized invoices for all services provided under this Agreement identifying:

- (a) The date of service
- (b) The name of person providing the service and a general description of the service provided.
- (c) The unit rate and the total amount due.

Invoices shall be submitted to:

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

It is solely within the discretion of the City as to whether Contractor has provided a proper invoice. The City may require additional information or waive requirements as it sees fit. The City will notify the Contractor of any errors or lack of sufficient documentation within 14 days of receipt of the invoice.

**Contract Documents:** The invitation for bids, instructions to bidders, proposal, affidavit, addenda (if any), statement of bidder's qualifications (when required), general conditions, special conditions, performance bond, labor and material payment bond, insurance certificates, technical specifications, and drawings, together with this agreement, form the contract, and they are as fully a part of the contract as if attached hereto or repeated herein.

**Disclaimer of Contractual Relationship with Subcontractors:** Nothing contained in the Contract Documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.

**Effective Date:** This contract shall be effective upon the date that it is executed by all parties and presented to the City of Flint Clerk.

**Certification, Licensing, Debarment, Suspension and Other Responsibilities:**

Contractor warrants and certifies that Contractor and/or any of its principals are properly certified and licensed to perform the duties required by this contract in accord with laws, rules, and regulations, and is not presently debarred, suspended, proposed for debarment or declared ineligible for the award of any Federal contracts by any Federal agency. Contractor may not continue to or be compensated for any work performed during any time period where the debarment, suspension or ineligibility described above exists or may arise in the course of Contractor contractual relationship with the City. Failure to comply with this section constitutes a material breach of this Contract. Should it be determined that contractor performed work under this contract while in non-compliance with this provision, Contractor agrees to reimburse the City for any costs that the City must repay to any and all entities.

**Force Majeure:** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, and acts of God. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the services may continue.

**Good Standing:** Contractor must remain current and not be in default of any obligations due the City of Flint, including the payment of taxes, fines, penalties, licenses, or other monies due the City of Flint. Violations of this clause shall constitute a substantial and material breach of this contract. Such breach shall constitute good cause for the termination of this contract should the City of Flint decide to terminate on such basis.

**Hold Harmless and Indemnification:** To the fullest extent permitted by law, Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees, volunteers and others working on behalf of the City, against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any and all damages which may be asserted, claimed, or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, arising out of this Agreement, including but not limited to those by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, including those which may arise as a result of Contractor's acts, omissions, faults, and negligence or that of any of his employees, agents, and representatives. Should the Contractor fail to indemnify the City in the above-mentioned circumstances, the City may deduct the cost that it incurs from amounts owing under the Agreement without prior notice. These provisions shall survive the termination on expiration of this agreement.

**Independent Contractor:** No provision of this contract shall be construed as creating an employer-employee relationship. It is hereby expressly understood and agreed that Contractor is an "independent contractor" as that phrase has been defined and interpreted

by the courts of the State of Michigan and, as such, Contractor is not entitled to any benefits not otherwise specified herein.

**Insurance/Worker's Compensation:** Contractor shall not commence work under this contract until he has procured and provided evidence of the insurance required under this section. All coverage shall be obtained from insurance companies licensed and authorized to do business in the State of Michigan unless otherwise approved by the City's Risk Manager. Policies shall be reviewed by the City's Risk Manager for completeness and limits of coverage. All coverage shall be with insurance carriers acceptable to the City of Flint. Contractor shall maintain the following insurance coverage for the duration of the contract.

(a) Commercial General Liability coverage of not less than one million dollars (\$1,000,000) combined single limit with the City of Flint, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, named as "Additional Insureds." This coverage shall be written on an ISO occurrence basis form and shall include: Bodily Injury, Personal Injury, Property Damage, Contractual Liability, Products and Completed Operations, Independent Contractors; Broad Form Commercial General Liability Endorsement, (XCU) Exclusions deleted and a per contract aggregate coverage. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether said other available coverage be primary, contributing, or excess.

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

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

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



Contractor shall furnish the City with two certificates of insurance for all coverage requested with original endorsements for those policies requiring the Additional Insureds. All certificates of insurance must provide the City of Flint with not less than 30 days advance written notice in the event of cancellation, non-payment of premium, non-renewal, or any material change in policy coverage. In addition, the wording "Endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" must be removed from the standard ACORD cancellation statement. These certificates must identify the City of Flint, Risk Management Division, as the "Certificate Holder." Contractor must provide, upon request, certified copies of all insurance policies. If any of the above policies are due to expire during the term of this contract, Contractor shall deliver renewal certificates and copies of the new policies to the City of Flint at least ten days prior to the expiration date. Contractor shall ensure that all subcontractors utilized obtain and maintain all insurance coverage required by this provision.

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

**Modifications:** Any modifications to this contract must be in writing and signed by the parties or the authorized employee, officer, board or council representative of the parties authorized to make such contractual modifications under State law and local ordinances.

**No Third-Party Beneficiary:** No contractor, subcontractor, mechanic, materialman, laborer, vendor, or other person dealing with the principal Contractor shall be, nor shall any of them be deemed to be, third-party beneficiaries of this contract, but each such person shall be deemed to have agreed (a) that they shall look to the principal Contractor as their sole source of recovery if not paid, and (b) except as otherwise agreed to by the principal Contractor and any such person in writing, they may not enter any claim or bring any such action against the City under any circumstances. Except as provided by law, or as otherwise agreed to in writing between the City and such person, each such person shall be deemed to have waived in writing all rights to seek redress from the City under any circumstances whatsoever.

**Non-Assignability:** Contractor shall not assign or transfer any interest in this contract without the prior written consent of the City provided, however, that claims for money due or to become due to Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

**Non-Discrimination:** Contractor shall not discriminate against any employee or applicant for employment with respect to hiring or tenure; terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment, because of race, color, creed, religion, ancestry, national origin, age, sex, height, weight, disability or other physical impairment, marital status, or status with respect to public assistance.

**Notices:** Notices to the City of Flint shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to Adam Moore and Inez Brown, City Clerk, City of Flint, 1101 S. Saginaw Street, Flint, Michigan 48502, or to such other address as may be designated in writing by the City from time to time. Notices to Contractor shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to Eastern Asphalt Co Inc., G-5172 Dort Hwy, Flint, MI 48505 or to such other address as may be designated in writing by Contractor from time to time.

**Records Property of City:** All documents, information, reports and the like prepared or generated by Contractor as a result of this contract shall become the sole property of the City of Flint.

**Term:** The term of this Professional Services Agreement ("Agreement") shall commence on, May 1, 2019 and end on June 28, 2019 inclusive.

**Scope of Services:**

Eastern Asphalt Co Inc. shall provide all of the materials, labor, equipment, supplies, machinery, tools, superintendence, insurance and other accessories and services necessary to complete the project in accordance with the proposal submitted on February 14<sup>th</sup>, 2019.

**Severability:** In the event that any provision contained herein shall be determined by a court or administrative tribunal to be contrary to a provision of state or federal law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court or administrative tribunal so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision. The invalidation of one or more terms of this contract shall not affect the validity of the remaining terms.

**Standards of Performance:** Contractor agrees to exercise independent judgment and to perform its duties under this contract in accordance with sound professional practices. The City is relying upon the professional reputation, experience, certification, and ability of Contractor. Contractor agrees that all of the obligations required by him under this Contract shall be performed by him or by others employed by him and working under his direction and control. The continued effectiveness of this contract during its term or any renewal term shall be contingent upon Contractor maintaining his certification in accordance with the requirements of State law.

**Subcontracting:** No subcontract work, if permitted by the City, shall be started prior to the written approval of the subcontractor by the City. The City reserves the right to accept or reject any subcontractor.

**Termination:** This contract may be terminated by either party hereto by submitting a notice of termination to the other party. Such notice shall be in writing and shall be effective 30 days from the date it is submitted unless otherwise agreed to by the parties hereto. Contractor, upon receiving such notice and prorated payment upon termination of this contract shall give to the City all pertinent records, data, and information created up to the date of termination to which the City, under the terms of this contract, is entitled.

**Time of Performance:** Contractor's services shall commence immediately upon receipt of the notice to proceed and shall be carried out forthwith and without reasonable delay.

**Union Compliance:** Contractor agrees to comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services, or personnel to be furnished by the City. However, this provision does not apply if its application would violate Public Act 98 of 2011.

**Waiver:** Failure of the City to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any term, covenant, or condition. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.

**Whole Agreement:** This written agreement and the documents cited herein embody the entire agreement between the parties. Any additions, deletions or modifications hereto must be in writing and signed by both parties.

**(Signatures on Following Page)**

IN WITNESS WHEREOF, the parties have executed this contract this 18 of April, 2019.

CONTRACTOR:  
Eastern Asphalt Co Inc.

William J. Fontana

Its Power of Attorney  
William J. Fontana

WITNESS(ES):

Michele Brown

Michele Brown  
Office Manager

CITY OF FLINT, a Michigan Municipal Corp.:

Karen W. Weaver

Karen W. Weaver,  
Mayor

Steve Branch

Steve Branch,  
City Administrator

APPROVED AS TO FORM:

Angela Wheeler

Angela Wheeler,  
Chief Legal Officer

**Request for Taxpayer  
Identification Number and Certification**

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

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>EASTERN ASPHALT COMPANY INC</b>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions <b>G-5172 NORTH DORT HIGHWAY</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>FLINT, MI 48505-1829</b>	
	7 List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
				-				
OR								
Employer identification number								
3	8		-	1	9	7	6	9 3 6

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ► <i>Michelle Brown</i>	Date ► <i>4/16/2019</i>
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**General Instructions**

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



EASTASP-01

MSLIGER

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/15/2019

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

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

PRODUCER  
Mourer Foster, Inc.  
615 N. Capitol Ave.  
Lansing, MI 48933

CONTACT  
NAME:  
PHONE  
(A/C, No. Ext): (517) 371-2300 FAX  
(A/C, No. Ext): (517) 371-5059  
E-MAIL  
ADDRESS: info@mourer-foster.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED

Eastern Asphalt Co Inc.; B & M Equipment Leasing, Inc.  
G5172 N Dort Hwy  
Flint, MI 48505-1829

INSURER A: EMCASCO 21407  
INSURER B: Employers Mutual Company 21415  
INSURER C: Evanston Insurance 35378  
INSURER D:  
INSURER E:  
INSURER F:

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (INSR, WYD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR		5D79337	12/8/2018	12/8/2019	EAC/OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY X PROJECT LOC					
	OTHER					
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY		5E79337	12/8/2018	12/8/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B X	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE		5J79337	12/8/2018	12/8/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	DED X RETENTION \$ 0					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	5H79337	12/8/2018	12/8/2019	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Pollution		ECPENV00602	10/4/2018	10/4/2019	Limit 1,000,000
B	Equipment Floater		5C79337	12/8/2018	12/8/2019	Leased/Rented 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
PROJECT: UNIVERSAL ACCESS PATHWAYS - BRENNAN PARK & ELDORADO VISTA PARK, FLINT MICHIGAN

The City of Flint, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers are listed as additional insureds on a primary and non-contributory basis.

30 day written notice of cancellation applies

## CERTIFICATE HOLDER

## CANCELLATION

City of Flint, Risk Management Division  
1101 S. SAGINAW ST.  
Flint, MI 48502

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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Dr. Karen Weaver  
Mayor

Division of Community & Economic  
Development



Steve Branch  
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:**

**HOME ADDRESS:**

**DBA:**

Eastern Asphalt Co. Inc.

**BUSINESS ADDRESS:**

G-5172 Dort HWY, Flint, MI 48505

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

Denise R. [Signature] 5-14-19  
City of Flint DCED Representative and Date

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

1  
DCED Staff Person and Date

Paul J. [Signature] 14/26/19  
City of Flint Customer Serv. Representative and Date

Proposal #19000578

SUBMISSION NO.:

190373

PRESENTED:

9-4-19

ADOPTED:

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO WADE TRIM, INC. FOR ENGINEERING SERVICES FOR SLUDGE  
DEWATERING IMPROVEMENTS**

**RESOLUTION**

The Department of Purchases & Supplies has solicited proposals for ENGINEERING SERVICES FOR SLUDGE DEWATERING IMPROVEMENTS as requested by the City of Flint Water Pollution Control Facility Department; and

Wade Trim, 555 South Saginaw Street, Flint, Michigan was the lowest responsive bidder for an open solicitation for said services. Funding for said services will come from the following account: 590-550.300-801.000 (\$433,000.00); and

IT IS RESOLVED, that the Department of Purchases and Supplies is authorized to do all things necessary to enter into a contract with Wade Trim for Engineering Services for Sludge Dewatering Improvements in an amount not to exceed \$433,000.00 from FY19/20 budget.

APPROVED PURCHASING DEPT.:

\_\_\_\_\_  
Joyce A. McClane, Purchasing Manager

APPROVED AS TO FINANCE:

\_\_\_\_\_  
Tamar Lewis  
Deputy Chief Financial Officer

APPROVED AS TO FORM:

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

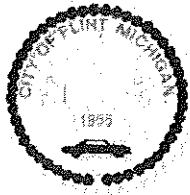
\_\_\_\_\_  
Steve Branch, Acting City Administrator

CITY COUNCIL:

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

FY19





Dr. Karen W. Weaver  
Mayor

**CITY OF FLINT  
DEPARTMENT OF PUBLIC WORKS  
WATER POLLUTION CONTROL**



Jeanette M. Best  
WPC Manager

**MEMORANDUM**

August 13, 2019

**TO:** Joyce A. McClane, Purchasing Manager  
**THRU:** Jeanette M. Best, WPC Manager *JMB*  
**FROM:** John Florshinger, Utilities Maintenance/SCADA Supervisor  
**RE:** **Engineering Design Services for Sludge Dewatering Improvements  
Bid 19-578, Req ID 190002338**

Two (2) bids were received and reviewed:

Tetra Tech  
Wade Trim, Inc.

Avg Rating 86.5% (\$495,600.00)  
Avg Rating 89.875% (\$433,000.00)

I recommend the lowest complete bidder, Wade Trim, Inc., be awarded the bid in the amount of \$433,000.00 for the WPC engineering design services for sludge dewatering improvements.

Please issue a contract in the amount of \$433,000.00 using funds from account 590-550.300-801.000.

cc: file

## RESOLUTION STAFF REVIEW

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August 13, 2019

**Agenda Item Title:** Engineering Design Services for Sludge Dewatering Improvements

**Prepared By:** John Florshinger, Utilities Maintenance/SCADA Supervisor

**Background/Summary of Proposed Action:**

The City of Flint Water Pollution Control Facility currently utilizes two belt filter presses and two standby centrifuges to dewater their solids for landfill disposal. All dewatering equipment transfers dewatered solids to a loadout facility that can house two open top trailers which later dispose solids at a landfill.

Engineering services are needed to design solutions to address several current deficiencies, which include lack of redundancy, existing centrifuges are undersized, and belt presses are not efficient as current dewatering equipment. The contract the engineer will design and specify the repairs/equipment, gain MDEQ approval, and manage the construction work. Significant cost savings will result from new dewatering equipment that can produce a drier cake.

**Financial Implications:**

There is adequate funding for this contract in the FY2020 yearly budget. Use account 590-550-300-801.000 when approving this contract.

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

**Account No.:** 590-550.300-801.000 - \$433,000.00



**Pre-encumbered?** Yes ☒ No ☐ Requisition: 190002338



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

**Staff Recommendation:** Approve

**Staff Person:**

Jeanette Best, WPC Manager

Proposal #19000577

SUBMISSION NO.: 190374

PRESENTED: 9-4-19

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

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO TETRA TECH FOR  
ENGINEERING SERVICES FOR AERATION SYSTEM PROCESS IMPROVEMENTS**

**RESOLUTION**

The Department of Purchases & Supplies has solicited bids for Engineering services for Aeration System Process Improvements as requested by the City of Flint Water Pollution Control Facility; and

Tetra Tech, 1005 River Street, Suite 1, Port Huron, Michigan was the lowest responsive bidder for said requirements. Funding for said services will come from the following account: 590-550.300-801.000 (\$1,095,541.00); and

IT IS RESOLVED, that the Department of Purchases and Supplies is authorized to do all things necessary to enter into a contract with Tetra Tech for Engineering Services for Aeration System Process Improvements in an amount not to exceed \$1,095,541.00 from FY19/20 budget.

APPROVED PURCHASING DEPT.:

\_\_\_\_\_  
Joyce A. McClane, Purchasing Manager

APPROVED AS TO FINANCE:

\_\_\_\_\_  
Tamar Lewis  
Deputy Chief Financial Officer

APPROVED AS TO FORM:

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

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

CITY COUNCIL:

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

FY19

## RESOLUTION STAFF REVIEW

August 13, 2019

**Agenda Item Title:** Engineering Design Services for Aeration System Process Improvements

**Prepared By:** John Florshinger, Utilities Maintenance/SCADA Supervisor

**Background/Summary of Proposed Action:**

The Flint Water Pollution Control Facility now only receives a fraction of its original designed organic capacity. This results in an oversizing of the aeration system such that it cannot be operated at a low enough point to efficiently treat the actual demands. In addition, many of the components of the aeration system (valves, gates, blowers) are inoperable which further restricts the plant from operating the system at the recommended capacity.

Engineering services are needed to redesign the structure for repairs, replacement of valves & gates, and new blowers. Under this contract the engineer will design and specify the repairs/equipment, gain MDEQ approval, and manage the construction work. Significant cost savings will result from right sizing the aeration blowers.

**Financial Implications:**

There is adequate funding for this contract in the FY2020 yearly budget. Use account 590-550-300-801.000 when approving this contract.

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

**Account No.:** 590-550.300-801.000 - \$1,095,541.00

**Pre-encumbered?** Yes ☒ No ☐ Requisition: 190002337

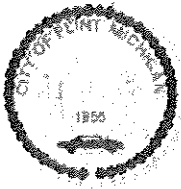
**Other Implications (i.e., collective bargaining):** None.

**Staff Recommendation:** Approve

**Staff Person:**

*Jeanette H. Best*  
Jeanette Best, WPC Manager

*Need correct  
person name*



Dr. Karen W. Weaver  
Mayor

CITY OF FLINT  
DEPARTMENT OF PUBLIC WORKS  
WATER POLLUTION CONTROL



Jeanette Best  
WPC Manager

MEMORANDUM

August 13, 2019

TO: Joyce A. McClane, Purchasing Manager

THRU: Jeanette M. Best, WPC Manager *JMB*

FROM: John Florshinger, Utilities Maintenance/SCADA Supervisor

RE: **Engineering Design Services for Aeration System Process Improvements  
Bid 19-577, Req ID 190002337**

Two (2) bids were received and reviewed:

Tetra Tech	Avg Rating 88.75% (\$1,095,541.00)
Hubbell, Roth & Clark, Inc.	Avg Rating 81.75% (\$1,520,000.00)

I recommend the lowest complete bidder, Tetra Tech, be awarded the bid in the amount of \$1,095,541.00 for the WPC engineering design services for aeration system process improvements.

Please issue a contract in the amount of \$1,095,541.00 using funds from account 590-550.300-801.000.

cc: file

RESOLUTION NO.: 190375  
PRESENTED: 9-4-19  
ADOPTED: \_\_\_\_\_

**RESOLUTION AUTHORIZING DPW – WATER POLLUTION CONTROL TO ACCEPT  
THE STATE OF MICHIGAN RECYCLING GRANT AWARD AND APPROVAL TO ENTER  
INTO THE GRANT AGREEMENT**

**BY THE MAYOR:**

**WHEREAS**, The City of Flint, Department of Public Works, Water Pollution Control (WPC) was awarded the Recycling Infrastructure Grant from State of Michigan, Department of Environment, Great Lakes, and Energy (EGLE); and

**WHEREAS**, The City has a partnership agreement with Bioworks Energy LLC to generate renewable electrical power for WPC from digested sewage and organic wastes; and

**WHEREAS**, this award is to improve the existing anaerobic digestion method used by WPC and Bioworks Energy LLC, enhancing the capability to accept and process a greater variety of food wastes.

**THEREFORE BE IT RESOLVED**, That the appropriate City Officials authorize to do all things necessary to appropriate grant award funding for FY 20 and to budget in future years as long as the funds are still available from the grantor and abide by the terms and conditions of the grant award agreement from the State of Michigan Department of Environment, Great Lakes and Energy, in the amount of \$196,000.00 to Fund 296, Department 550.100, under Grant Code SEGLE-RECY19.

**BE IT FURTHER RESOLVED**, That the Department of Public Works Director and Water Pollution Control Manager be authorized as signatories and representatives for all activities associated with the projects related to the grant listed above.

**APPROVED AS TO FORM:**

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

**APPROVED AS TO FINANCE:**

  
\_\_\_\_\_  
Tamar Lewis, Deputy Finance Director

**FOR THE CITY OF FLINT:**

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

**APPROVED BY CITY COUNCIL:**

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

## RESOLUTION STAFF REVIEW

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August 8, 2019

**Agenda Item Title:** Resolution Authorizing Water Pollution Control to Accept the State Of Michigan Recycling Grant Award and Approval to Enter Into The Grant Agreement

**Prepared By:** Krystal Wallace

**Background/Summary of Proposed Action:**

The DPW - Water Pollution Control has been awarded a grant for its recycling efforts and proposed plant improvements. As outlined in the award agreement, the total project amount is \$326,000.00 of which the City is responsible to match \$130,000.00. The remaining \$196,000.00 is the amount the State – EGLE will award the City to be used for WPC recycling improvements expenses.

Many of the plant improvement requirements were completed in the FY 19 budget year. The costs related the project were/are budgeted. There will be no negative impact in the approved WPC budget. Approval of this grant award and agreement will allow WPC to be partially reimbursed for plant improvements.

**Financial Implications:**

There is adequate funding to complete the remaining projects related to recycling grant.

**Budgeted Expenditure?** Yes ☐ No ☒ Please explain if no: Resolution will establish and approve the line item and budget.

**Account No.:** Fund – 296; Department - 550.100; Grant Code: SEGLE-RECY19

**Pre-encumbered?** Yes ☐ No ☐ **Requisition:** N/A

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

**Staff Recommendation:** Approve

**Staff Person:**   
(Jeanette M. Best, WPC Manager)



GRETCHEN WHITMER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF  
ENVIRONMENT, GREAT LAKES, AND ENERGY  
LANSING



LIESL EICHLER CLARK  
DIRECTOR

August 2, 2019

Ms. Jeanette Best  
City of Flint  
G4652 Beecher Road  
Flint, Michigan 48532

Dear Ms. Best:

SUBJECT: Fiscal Year 2019 (FY19) – Recycling Infrastructure Grant Agreement  
(Agreement)

You are hereby informed that your project under the FY19 Recycling Grant Program has been recommended for funding in the amount of \$196,000.00.

To accept the award, you must sign two originals of the enclosed Agreement and return both to the Department of Environment, Great Lakes and Energy (EGLE). The Agreement language should not be altered in any way. The Agreement will become effective once it is signed by you (the Grantee) and Mr. Jack Schinderle, Division Director, Materials Management Division, (MMD), EGLE.

The Agreement must be signed by an individual authorized to make such a legal commitment for the Grantee. The Grantee's Contact may be someone other than the signatory, but this individual must be authorized to request and implement changes, and to sign reimbursement requests submitted under the Agreement.

The Agreement identifies the project ending date as September 30, 2020; however, no costs should be incurred, nor can costs be reimbursed by EGLE, until after your Agreement has been fully executed. For that reason, it is important that the signed Agreement be returned as soon as possible.

Appendix A of the Agreement outlines the project specific requirements and reimbursement process. Any changes made in your project relating to specific activities or scope of work must be approved by your Recycling Specialist, Mr. Brian Burke, MMD. He can be reached at 989-894-6293 or at [burkeb@michigan.gov](mailto:burkeb@michigan.gov). You should not incur any project costs until proposed changes have been approved.

Please return your signed Agreements to my attention at the following address.

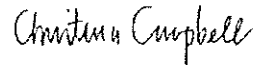
Administration Section  
Resource Management Group  
Department of Environment, Great Lakes and Energy  
P.O. Box 30241  
Lansing, Michigan 48909-7741



August 2, 2019

If you have any questions specific to the project, please contact your Recycling Specialist, Mr. Brian Burke, MMD. For general questions relating to grant administration, please contact me by phone or [campbellc@michigan.gov](mailto:campbellc@michigan.gov).

Sincerely,



Christina Campbell  
Administration Section  
Materials Management Division  
517-420-1395/[campbellc@michigan.gov](mailto:campbellc@michigan.gov)

Enclosures

cc: Mr. Brian Burke, EGLE



**RECYCLING INFRASTRUCTURE GRANT AGREEMENT  
BETWEEN THE  
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY  
AND CITY OF FLINT**

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

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. Legislative appropriation of Funds for grant assistance is set forth in Public Acts of 2018, Public Act No. 588. This Agreement is subject to the terms and conditions specified herein.

Project Name: City of Flint

Project #: \_\_\_\_\_

Amount of grant: \$196,000.00

% of grant state 100 / % of grant federal 0

Amount of match: \$130,000.00 = 40%

Project Total: \$326,000.00 (grant plus match)

Start Date (date executed by EGLE): \_\_\_\_\_

End Date: September 30, 2020

**GRANTEE CONTACT:**

Jeanette Best, WPC Supervisor

Name/Title

City of Flint

Organization

G-4652 Beecher Road

Address

Flint, MI 48532

Address

810-766-7210

Telephone number

Fax number

jbest@cityofflint.com

E-mail address

38-6004611

Federal ID number

**STATE'S CONTACT:**

Emily Freeman, Recycling Specialist

Name/Title

Materials Management Division

Division/Bureau Office

P.O. Box 30241

Address

Lansing, MI 48909-7741

Address

517-256-9466

Telephone number

Fax number

freemane@michigan.gov

E-mail address

Grantee DUNS number - Required for Federal Funding)

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

**FOR THE GRANTEE:**

Signature

Date

Name/Title

**FOR THE STATE:**

Signature

Date

Jack Schinderle, Division Director, Materials Management Division

Name/Title