City of Flint, Michigan

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



Meeting Agenda - Draft

Monday, July 13, 2020 5:30 PM

ELECTRONIC PUBLIC MEETING

<u>CITY COUNCIL</u>

Monica Galloway, President, Ward 7
Maurice D. Davis, Vice President, Ward 2

Eric Mays, Ward 1 Kate Fields, Ward 4 Herbert J. Winfrey, Ward 6

Santino J. Guerra, Ward 3 Jerri Winfrey-Carter, Ward 5 'ard 6 Allan Griggs, Ward 8 Eva L. Worthing, Ward 9

Inez M. Brown, City Clerk

Davina Donahue, Deputy Clerk

CALL TO ORDER

SPECIAL PUBLIC NOTICE - ELECTRONIC PUBLIC MEETING

On March 10, 2020, Governor Gretchen Whitmer declared a State of Emergency after two individuals were confirmed as testing presumptively positive for COVID-19. On March 12, 2020, Mayor Sheldon A. Neeley declared a local State of Emergency to exist in the City of Flint, a result of the threat of COVID-19, and closed City Hall to the public effective March 17, 2020. On March 22, 2020, Mayor Neeley asked residents to participate in a voluntary shelter in place. On March 23, 2020, the City Council approved the continuation of the declaration of a local State of Emergency. On June 5, 2020, Governor Whitmer instituted Executive Order No. 2020-115 (Temporary restrictions on certain events, gatherings, and businesses) in order to reaffirm, clarify and extend the suspension of activities not necessary to sustain or protect life. The order took immediate effect and rescinded EO 2020-110. On June 18, 2020, Governor Whitmer instituted Executive Order No. 2020-127 (Declaration of state of emergency and state of disaster related to the COVID-19 pandemic), which took immediate effect and rescinded EO 2020-99.

On June 18, 2020, Governor Whitmer instituted Executive Order No. 2020-129 (Temporary authorization of remote participation in public meeting and hearings and temporary relief from monthly meeting requirements for school boards), which extended the duration of remote meetings, and rescinded EO 2020-75. Therefore, in accordance with Governor Whitmer's Executive Order 2020-129 promoting the public health and safety of the state of Michigan and its residents, and allowing for electronic public meetings during this pandemic, the following meeting is scheduled electronically: Flint City Council Meeting Monday, July 13, 2020, at 5:30 p.m.

- 1. The public and media may listen to the meeting online by live stream at www.youtube.com/user/spectacletv http://www.youtube.com/user/spectacletv or through Start Meeting Solution by dialing (617) 944-8177.
- 2. In order to speak during the PUBLIC HEARING PERIOD of the meeting by telephone, participants will also call (617) 944-8177:
- a. All callers will be queued and muted until the Public Hearing portion of the agenda;
- b. Public speakers will be unmuted in order and asked if they wish to address the City Council on THE SUBJECT OF THE PUBLIC HEARING SPECIFICALLY:
- c. Public speakers should state and spell their name for the record and will be allowed ten (10) minutes to speak during the public hearing;
- d. The speaker will be returned to mute after the 10 minutes have expired.
- 3. In order to speak during the PUBLIC SPEAKING PERIOD of the meeting by telephone, participants will also call (617) 944-8177:
- a. All callers will be queued and muted until the Public Speaking portion of the agenda;
- b. Public speakers will be unmuted in order and asked if they wish to address the City Council ON ANY SUBJECT;
- c. Public speakers should state and spell their name for the record and will be allowed three (3) minutes for public speaking;
- d. The speaker will be returned to mute after the 3 minutes have expired;
- e. After the telephonic public speakers are completed, emailed public comments will be read by the City Clerk. All emailed public comments will be timed for 3 minutes:
- f. Per Rules Governing Meetings of the Council (Rule 7.1 VII), there will only be one speaking opportunity per speaker. Consequently, public participants who call in and speak during the public speaking period of the meeting WILL NOT have written comments as submitted read by the City Clerk.
- 4. The public may send public comments by email to CouncilPublicComment@cityofflint.com <mailto:CouncilPublicComment@cityofflint.com no later than 10 minutes prior to the meeting start time of 5:30 p.m.
- 5. Persons with disabilities may participate in the meeting by the above-mentioned means or by emailing a request for an accommodation to CouncilPublicComment@cityofflint.com <mailto:CouncilPublicComment@cityofflint.com>, with the subject line Request for Accommodation, or by contacting the City Clerk at (810) 766-7418 to request accommodation including but not limited to interpreters.

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 on any agenda changes.

SPECIAL ORDERS

200236 Special Order/State of Emergency and Emergency Management

A Special Order as requested by Councilperson Mays, re: He asks that Mayor Sheldon Neeley address the City Council with regard to Flint City Code Sections 14-5 through 14-28, concerning a State of Emergency and Emergency Management.

PRESENTATION OF MINUTES

PUBLIC HEARINGS

200235.6 Public Hearing/Ordinance No. 200235

A public hearing for Ordinance No. 200235, an ordinance to amend the Code of the City of Flint by amending Chapter 31 (General Offenses), Article I (In General), by the addition of Section 31-19.8 (Bias Crime Reporting). [NOTE: Ordinance to become effective on the thirtieth (30th) day after its enactment.]

200267.6 Public Hearing/Ordinance No. 200267

A public hearing for Ordinance No. 200267, an ordinance to amend the Code of the City of Flint by amending Chapter 18 (Taxation; Funds; Purchasing), Article IV (Purchases), by the addition of Section 18-21.14 (Sale of City Personal Property). [NOTE: Ordinance to become effective on the thirtieth (30th) day after its enactment.]

PUBLIC SPEAKING

COUNCIL RESPONSE

PETITIONS AND UNOFFICIAL COMMUNICATIONS

COMMUNICATIONS (from Mayor and other City Officials)

ADDITIONAL COMMUNICATIONS

APPOINTMENTS

RESOLUTIONS

200275 William E. Walter/Industrial HVAC Services

Resolution resolving that the proper city officials, upon City Council's approval, are hereby authorized to contract with William E. Walter for Industrial HVAC services, as requested by Public Works, in an annual amount NOT-TO-EXCEED \$150,000.00 per year, pending adoption of each year's budgets, for a total amount of \$450,000.00 [Sewer Fund Repair/Maintenance Supplies Acct. No. 590-550.200-775.000 = \$5,000.00; Repair/Maintenance Supplies Acct. No. 590-550.200-930.000 = \$12,000.00; Repair/Maintenance Supplies Acct. No. 590-550.202-775.000 = \$20,000.00; Repair/Maintenance Supplies Acct. No. 590-550.202-930.000 = \$12,500.00 and General Fund Repair/Maintenance Supplies Acct. No. 101-753.200-930.000 = \$100,000.00.] [NOTE: Resolution does not specify if this is a contract or purchase order.]

200276 Platinum Mechanical, Inc./Industrial Welding & Pipefitting

Resolution authorizing the proper city officials, upon City Council's approval, to approve Platinum Mechanical, Inc. for a three-year period for Industrial Welding & Pipefitting, as requested by Public Works, in an amount NOT-TO-EXCEED \$38,000.00 annually, pending adoption each year's budget, for a total of \$114,000 [Sewer Fund Repair/Maintenance Supplies Acct. No. 590-550.200-775-000 = \$2,000.00, Repair/Maintenance Supplies Acct. No. 590-550.202-775.000 = \$3,000.00 and Repair/Maintenance Supplies Acct. No. 590-550.202-930.000 = \$33,000.] [NOTE: Resolution does not specify if this is a contract or purchase order.]

200277 Aldridge Trucking/Aggregates

Resolution authorizing the proper city officials, upon City Council's approval, to approve Aldridge Trucking for Aggregates as requested by Street Maintenance, for a two-year period, in an amount NOT-TO-EXCEED \$145,500.00 for FY2019/2020 and \$44,500 for FY2020-2021, for a total of \$190,000.00 [Major Street Fund Acct. No. 202-449.201-726.000.] [Resolution does not specify if this is a contract or purchase order.]

200278

McNaughton-McKay Electric/Allen Bradley Modules & Parts

Resolution authorizing the proper city officials, upon City Council's approval, [to approve] McNaughton-McKay Electric for Allen Bradley modules and parts for a three-year period, as requested by Public Works, in an amount NOT-TO-EXCEED \$86,000.00 annually, pending adoption of each year's budgets, for a total amount of \$828,000.00 [Sewer Fund Repair/Maintenance Supplies Acct. No. 590-550.202-775.000 = \$40,500.00; Repair/Maintenance Supplies Acct. No. 590-550.202-930.000 = \$35,500.00; and Repair/Maintenance Supplies Acct. No. 590-550.100-814.600 = \$10,000.00.] [NOTE: Resolution does not specify if this is a contract or purchase order.]

200279

Bearing Distributors, Inc./Non-Stock Mechanical Parts

Resolution authorizing the proper city officials, upon City Council's approval, [to approve] Bearing Distributors, Inc., for non-stock mechanical parts for a three-year period, as requested by Public Works, in an amount NOT-TO-EXCEED \$72,500.00 annually, pending adoption each year's budgets, for a total of \$217,500.00 [Sewer Fund Repair/Maintenance Supplies Acct. No. 590-550.202-775.000.] [NOTE: Resolution does not specify if this is a contract or purchase order.]

200280

Settlement/Brandon Brazle et al v City of Flint et al/E.D. Michigan Case No. 19-12881

Resolution resolving that the City Administrator is hereby authorized to pay Brandon Brazle the sum of \$35,000.00, 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.

200281

CO #1/Contract/Spalding DeDecker/Construction Engineering Services

Resolution resolving that the proper City Officials, upon City Council's approval, are hereby authorized to enter into change order #1 with Spalding DeDecker to oversee replacement of storm sewer laterals and catch basins [for the Court Street rehabilitation project], in an amount NOT-TO-EXCEED \$87,856.00, contingent on Michigan Department of Transportation (MDOT) approval, for a revised aggregate of \$823,356.00 as requested by Transportation [Major Street Fund Acct. No. 202-441.702-801.000.]

200282

CO #1/MDOT Contract No. 19-5152/Michigan Department of Transportation (MDOT)/Construction for Court Street Rehabilitation Storm Sewer Additions

Resolution resolving that the appropriate city officials are authorized to do all things necessary to enter into change order #1 to MDOT Contract No. 19-5152, Job No. 130647CON, to add storm sewers on Court Street from Crapo Street to Center Road, in the amount of \$79,729.00, plus potential overruns in the amount of \$10,000.00, for a total of \$89,729.00 and an aggregate amount of \$4,188,129.00, as requested by Transportation [Major Street Fund Acct. No. 202-441.702-801.000.]

200283 Acceptance/Donation/Hand Sanitizer/Honda, Inc.

Resolution resolving that the Flint City Council agrees to accept the donation of hand sanitizer from Honda, Inc. [NOTE: The donation is valued at \$39,340.00.]

200284 Policy/City of Flint/Mandatory COVID-19 Testing

Resolution resolving that the Flint City Council authorizes the City Administrator to do all things necessary to adopt the Mandatory COVID-19 Testing Policy.

LIQUOR LICENSES

INTRODUCTION AND FIRST READING OF ORDINANCES

200285

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)

The provisions of 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 a Michigan Limited Liability Co. (Orchard Lane Apartments). 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 furnished to the occupants.]

SECOND READING AND ADOPTION OF ORDINANCES

200235 Ordinance/Amendment/Chapter 31 (General Offenses)/Article I (In

General)/Section 31-19.8 (Bias Crime Reporting)

An ordinance to amend the Code of the City of Flint by amending Chapter 31 (General Offenses), Article I (In General), by the addition of Section 31-19.8 (Bias

Crime Reporting).

200267 Amendment/Ordinance/Chapter 18 (Taxation; Funds; Purchasing)/Article IV

Purchases)/Addition of 18-21.14 (Sale of Personal Property)

An ordinance to amend the Code of the City of Flint by amending Chapter 18, (Taxation; Funds; Purchasing); Article IV, (Purchases); by the addition of Section

18-21.14, (Sale of City Personal Property).

NEW BUSINESS

FINAL COUNCIL COMMENTS

ADJOURNMENT

RE: S.O.# 200236 CITY OF FLINT – CODE OF ORDINANCES

Chapter 14/Civil Defense and Disaster

ARTICLE II. State of Emergency

§ 14-5 AUTHORITY OF MAYOR TO PROCLAIM.

During times of great public crises, disaster, rioting, catastrophe, or similar public emergency within this City, or reasonable apprehension of immediate danger thereof, when public safety is imperiled, the Mayor may, and is hereby authorized to, after consultation with the Mayor, the Chief Legal Officer, the Chief of Police and the Fire Chief, or their designated representatives, or those of said officials who are then reasonably available, and any other Department Head deemed necessary to the consultation by the Mayor, proclaim a state of emergency and designate the area or areas involved.

(Ord. 2214, passed 5-11-1970)

§ 14-6 DETERMINATION OF EXISTENCE TO BE IN WRITING.

The determination that a state of emergency exists shall be made in writing by the Mayor and shall be supported by written reports from the heads of those City departments directly responsible for bringing the emergency under control. The reports shall set out in detail the exact nature of the crisis, disaster, rioting, catastrophe or other public emergency and shall indicate a need for emergency measures. Such written determination and supporting reports shall be filed with the City Clerk within a reasonable time after the state of emergency has been declared and shall be public records. (Ord. 2214, passed 5-11-1970)

\S 14-7 CURFEW - ESTABLISHMENT; PROMULGATION OF ORDERS, RULES AND REGULATIONS.

Following such proclamation or declaration, the Mayor may, and is hereby authorized to, establish a curfew and he may, and is hereby authorized to, promulgate such reasonable orders, rules and regulations in relation thereto as he deems necessary to protect life and property or to bring the emergency situation within the affected area or areas under control. (Ord. 2214, passed 5-11-1970)

§ 14-8 SAME — APPLICABILITY.

Such orders, rules and regulations shall indicate the area or areas of the City which are subject to the curfew by clearly delineating the boundaries thereof. The time period during which the curfew is in effect shall be explicitly stated. The persons to be affected by the curfew shall also be clearly designated.

(Ord. 2214, passed 5-11-1970)

§ 14-9 SAME — MODIFICATION BY COUNCIL.

The City Council of this City, at a general or special meeting as provided by City Charter, may by resolution amend, modify or rescind such orders, rules or regulations promulgated by the Mayor

hereunder; provided, however, that such action by the City Council shall be by a majority of the Council members elected.

(Ord. 2214, passed 5-11-1970)

§ 14-10 SAME - MODIFICATION BY MAYOR.

In the event that the City Council has not acted pursuant to the authority granted in § 14-9 above, such orders, rules and regulations as may have been promulgated by the Mayor may be amended, modified or rescinded by the Mayor, from time to time, in like manner as provided herein §§ 14-5 through 14-8 of this ordinance, but shall cease to be in effect upon declaration by the Mayor that the emergency no longer exists.

(Ord. 2214, passed 5-11-1970)

§ 14-11 SAME — PUBLICATION OF NOTICE.

In the event curfew orders, rules or regulations are promulgated by the Mayor and in the event such orders, rules and regulations are thereafter amended, modified or rescinded by the City Council or by the Mayor, reasonable notice of such orders, rules, regulations, amendments, modifications or rescissions shall be given to the public by broadcasting over local radio and television stations regularly broadcasting in this City or by publication in any newspaper of general circulation in the City of Flint.

(Ord. 2214, passed 5-11-1970)

§ 14-12 INTENT.

It is hereby declared to be the legislative intent to invest the Mayor, subject only to the specific authority granted to the City Council in § 14.9, with sufficiently broad power of action in the exercise of the police power of the City with regard to the establishment and enforcement of such curfews to provide adequate control over persons and conditions during such periods of impending or actual public crisis or disaster. The provisions of this ordinance shall be broadly construed to effectuate that purpose.

(Ord. 2214, passed 5-11-1970)

§ 14-13 PROVISIONS SUPERSEDED BY ACTS OF GOVERNOR.

In the event that the Governor of this State shall act in any such public emergency pursuant to the emergency powers vested in him by Public Acts 302 of 1945, as amended, or pursuant to any other valid authority and shall proclaim a state of emergency in this City and shall promulgate orders, rules or regulations designed to bring the emergency situation under control, the provisions of this ordinance shall not be in effect.

(Ord. 2214, passed 5-11-1970)

Statutory reference:

Emergency powers of Governor, see MCLA 10.31

ARTICLE III. EMERGENCY MANAGEMENT

§ 14-14 DEFINITIONS.

For the purpose of this chapter, certain words and phrases used herein are defined as follows: **COORDINATOR**. The Genesee County Emergency Management Coordinator.

COUNCIL. The City Council of the City of Flint.

DISASTER. An occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including, but not limited to, fire, flood, snowstorm, ice storm, tornado, windstorm, wave action, oil spill, water contamination, utility failure, hazardous peacetime radiological incident, major transportation accident, hazardous materials incident, epidemic, air contamination, blight, drought, infestation, explosion, or hostile military action or paramilitary action, or similar occurrences resulting from terrorist activities, riots or civil disorders.

DISTRICT COORDINATOR. The State Police District Emergency Management Coordinator or his/her authorized representative.

EMERGENCY MANAGEMENT. This term shall have a broad meaning to include preparation for, and relief from, the effects of natural and manmade disaster as defined herein, and to include civil emergency services.

EMERGENCY MANAGEMENT FORCES. All disaster relief forces, all agencies of the municipal government, private and volunteer personnel, public officers and employees, and all other persons or groups of persons having duties or responsibilities under this ordinance or pursuant to lawful order or directive authorized by this ordinance.

EMERGENCY MANAGEMENT VOLUNTEER. Any person duly registered and appointed by the Coordinator and assigned to participate in the emergency services activity.

EMERGENCY OPERATIONS OFFICER. The City of Flint Fire Chief or his/her designee. EMERGENCY OPERATIONS PLAN. The Emergency Operations Plan, jointly developed by the City of Flint and Genesee County which has been prepared under § 14-18 hereof to coordinate disaster response and recovery with the City of Flint. The City of Flint/Genesee County Emergency Operations Plan for the purposes of establishing eligibility for State disaster contingency fund allocations and any other funds available.

EMERGENCY PREPAREDNESS LIAISON. The City of Flint Fire Department officer who shall act as the Deputy Coordinator to provide coordination of City resources and response personnel with the Genesee County Emergency Management Coordinator and the City of Flint's Emergency Operations Officer.

LOCAL STATE OF EMERGENCY. A proclamation or declaration that activates the response and recovery aspects of any and all applicable local or interjurisdictional emergency operations plans and authorizes the furnishing of aid, assistance and directives under those plans.

MAYOR. The chief elected official of the City of Flint.

STATE OF DISASTER. An executive order or proclamation that activates the disaster response and recovery aspects of the State, local and interjurisdictional emergency operations plans applicable to the counties or municipalities affected.

STATE OF EMERGENCY. An executive order or proclamation that activates the emergency response and recovery aspects of the State, local and interjurisdictional emergency operations plans applicable to the counties or municipalities affected. (Ord. 3176, passed 8-10-1991)

§ 14-15 ORGANIZATION.

- (a) The Mayor, with the approval of the Council, is hereby authorized and directed to create an organization to prepare for community disaster utilizing to the fullest extent the existing agencies within the municipality. The Mayor, as executive head of the City government, shall be the Director of the Emergency Management Forces of the City and shall be responsible for their organization, administration and operation, working through the Coordinator and Operations Officer.
 - (b) The organization for providing emergency management shall consist of the following:
- (1) An Emergency Management Coordinator, Emergency Operations Officer and Emergency Management Liaison, and any other assistants and employees deemed necessary and appropriate.
- (2) The employees, equipment and facilities of all municipal departments, boards, institutions and commissions suitable for, or adaptable to emergency services activities may be designated by the Mayor as part of the total emergency management forces.
- (c) All institutions and other agencies of the City government designated by the Mayor as emergency management forces shall cooperate with the Emergency Management Coordinator in the formulation of the emergency operation plan, and they shall assist the Coordinator in all matters pursuant to the provisions of this chapter. (Ord. 3176, passed 8-10-1991)

§ 14-16 EMERGENCY MANAGEMENT COORDINATOR; ASSISTANT; DEPUTIES.

- (a) The Genesee County Emergency Management Coordinator shall serve as the City's Emergency Management Coordinator.
- (b) The City of Flint Emergency Operations Officer shall be the City of Flint Fire Department Chief or his/her designee. The Operations Officer shall direct the emergency preparedness forces of the City of Flint in accordance with the emergency operations plan. The City of Flint Emergency Operations Officer shall assume the duties of the Coordinator whenever he/she is unavailable during disasters.
- (c) The Emergency Management Liaison shall assume the duties of the Emergency Operations Officer whenever he/she is unavailable during a disaster.
- (d) Assistant Coordinators shall be designated to work with the Coordinator on emergency planning matters. There shall be one Assistant Coordinator appointed from each City department as designated by the department head, with the approval of the Mayor, as part of the emergency management forces.

(Ord. 3176, passed 8-10-1991)

§ 14-17 MAYOR; POWERS; DUTIES.

(a) The Mayor may exercise the emergency power and authority as specified herein. Whenever a situation requires, or is likely to require, that the Mayor invoke such power and authority, he shall as soon as reasonably expedient, convene the Council to perform its legislative and administrative duties as the situation demands, and shall report to the body relative to emergency activities. Nothing in this ordinance shall be construed as abridging or curtailing the powers of the Council unless specifically provided herein. Under the following circumstances, the Mayor may declare a state of emergency exists in the City of Flint and may assemble and utilize the Emergency Management Forces in accordance with the City of Flint's Emergency Operations Plan, and he/she may prescribe the manner and conditions of the use of such Emergency Management Forces.

- (1) Whenever, on the basis of information received from authoritative sources, he/she believes that a large-scale disaster or emergency situation in the City or State is imminent.
- (2) During any period of disaster in the City or State and thereafter as long as he/she shall deem it necessary.
- (b) Whenever the Mayor deems that any condition in the City is beyond the control of local public or private agencies or has attained or threatens to attain the proportions of a major disaster, he/she may request the Governor to declare a state of disaster exists therein by instructing the Coordinator to contact the District Coordinator in accordance with Section 14 of Act 390 of the Public Acts of 1976, as amended.
 - (c) The Mayor, with the approval of the Council, is hereby empowered and has the authority:
- (1) To appropriate and expend funds, make contracts, obtain and distribute equipment, materials and supplies for disaster purposes.
- (2) To provide for the health and safety of persons and property including emergency assistance to the victims of a disaster.
- (3) To assign and make equipment available for duty the employees, property or equipment of the municipality relating to firefighting, engineering, rescue, health, medical and related services, police, transportation, construction, and similar items or services for disaster relief purposes within or without the physical limits of the municipality.
- (d) In the event of a foreign attack upon this State, to waive procedures and formalities otherwise required by law pertaining to the performance of public work, entering into contracts, the incurring of obligations, the employment of permanent and temporary workers, the utilization of the volunteer workers, rental or equipment, the purchase and distribution with or without compensation of supplies, materials, and facilities, and the appropriation and expenditure of public funds.
- (e) The Mayor, with the approval of the Council, shall establish procedures for the succession for government during emergencies where officials are unavailable for exercising the powers and discharging the duties of their respective offices.
- (f) The Mayor, with the approval of the Council, may make regulations permitting the Coordinator and Operations Officer to assemble and utilize the Emergency Management Forces and provide disaster relief aid as prescribed herein.
- (g) When obtaining formal approvals would result in delay of relief activity, the Mayor may, until the Council convenes, waive procedures and formalities otherwise required pertaining to the performance of public works, entering into contracts, the incurring of obligations, the employment of temporary workers, the rental of equipment, the purchase and distribution of supplies, materials and facilities and expenditures of existing funds, and the Council is also empowered to waive any such procedures and formalities.

(Ord. 3176, passed 8-10-1991)

§ 14-18 POWERS AND DUTIES OF EMERGENCY MANAGEMENT COORDINATOR.

- (a) The Emergency Management Coordinator shall be responsible for the administration, planning and coordination of all emergency management activities in the City. The Coordinator shall maintain liaison with County, State and Federal authorities, and the authorities of adjacent and nearby political subdivisions so as to insure the most effective emergency operations.
 - (b) The Coordinator's duties shall include, but not be limited to, the following:

- (1) Development of the City of Flint Emergency Operations Plan, and any other appropriate disaster plans, for the immediate use of all of the facilities, equipment, manpower, and other resources of the City for the purpose of minimizing or preventing damage to persons or property; and protecting and restoring to usefulness governmental services and public utilities necessary for the public health, safety, and general welfare.
- (2) Coordinating the recruitment and training of volunteer personnel and agencies to augment the personnel and facilities of the City for emergency purposes.
- (3) Through public information programs, educating the population as to actions necessary and required for the protection of persons and property in case of a disaster.
- (4) Conducting practice alerts and exercises to insure the efficient operation of the City's emergency organization and to familiarize residents of the City with emergency regulations, procedures, and operations.
- (5) Coordinating the activity of all other public and private agencies engaged in any emergency or disaster relief programs.
- (6) Negotiating with owners or persons in control of buildings or other property for the use of such buildings or property for emergency or disaster relief purposes, and designating suitable buildings as public shelters.
- (7) Establishing and maintaining administrative control over a local radiological defense program, to include emergency management preparations for both peacetime radiation incidents and international wartime disasters.

(Ord. 3176, passed 8-10-1991)

Statutory reference:

Emergency Management Act, see MCLA 30.401 et seq.

§ 14-19 POWERS AND DUTIES OF LIAISON.

- (a) The Emergency Management Liaison shall be responsible for aiding in the development of the City of Flint's emergency management programs with the Genesee County Emergency Management Coordinator.
 - (b) The Emergency Management Liaison's duties shall include, but not be limited to:
- (1) Aiding in the development of the City Emergency Operations Plan, and any other appropriate disaster plans, for the immediate use of all of the facilities, equipment, manpower, and other resources of the City for the purpose of minimizing or preventing damage to persons or property; and protecting and restoring to usefulness governmental services and public utilities necessary for the public health, safety and general welfare.
- (2) Coordinating the recruitment and training of volunteer personnel and agencies to augment the personnel and facilities of the City for emergency purposes.
- (3) Conducting practice alerts and exercises to ensure the efficient operation of the City's emergency organization and to familiarize residents of the City with emergency regulations, procedures and operations.
- (4) Coordinating municipal emergency management activities with those at the County level and adjacent municipalities.

(Ord. 3176, passed 8-10-1991)

§ 14-20 EMERGENCY OPERATIONS OFFICER; POWER AND DUTIES.

- (a) The Emergency Operations Officer, at the direction of the Mayor, shall be responsible for directing and commanding the emergency resources of the City so as to insure the most effective emergency operations.
- (b) His/her duties shall include, but not be limited to, protecting and restoring to usefulness government services and public utilities necessary for public health, safety and general welfare. (Ord. 3176, passed 8-10-1991)

§ 14-21 VOLUNTEERS; APPOINTMENTS; RECORDS.

- (a) Each department, commission, board, or other agency of City government may at any time appoint or authorize the appointments of volunteer citizens to augment the personnel of the City department, commission, board, or agency in time of emergency. Such individuals shall be enrolled as Emergency Management Volunteers and shall be subject to the rules and regulations set forth by the respective department, commission, board, or agency head for such volunteers.
- (b) The Coordinator may enlist volunteer citizens to form the personnel of an emergency service for which the City has no counterpart, or to temporarily augment personnel of the City engaged in emergency activities. The Coordinator shall maintain formal records of all such volunteers for workers' compensation purposes.

(Ord. 3176, passed 8-10-1991)

§ 14-22 RIGHTS OF CITY EMPLOYEES.

City employees assigned to duty as a part of the Emergency Management Forces pursuant to the provisions of this ordinance shall retain all of the rights, privileges, and immunities of City employees, and shall receive the compensation incident to their employment. (Ord. 3176, passed 8-10-1991)

§ 14-23 NO GOVERNMENTAL OR PRIVATE LIABILITY.

This ordinance is an exercise of the City by its governmental functions for the protection of the public health, safety, and general welfare. As such, neither the City nor agents and representatives of the City, nor any individual, receiver, firm, partnership, corporation, association, nor trustee, nor any of the agents thereof acting in good faith carrying out, complying with, or attempting to comply with its ordinance shall be liable for any damage sustained to persons or property as a result of such activity.

(Ord. 3176, passed 8-10-1991)

§ 14-24 NONLIABILITY OF PERSONS OWNING OR CONTROLLING REAL ESTATE.

Any person owning or controlling real estate or other premises who voluntarily and without compensation grants the City the right to inspect, designate and use the whole or any part of such real estate or premises for the purpose of sheltering persons during a disaster or during an authorized practice disaster exercise, shall not be civilly liable for the death of, or injury to, any person on or about such real estate or premises under such license, privilege or other permission, or for loss of, or damage to, the property of such person.

(Ord. 3176, passed 8-10-1991)

§ 14-25 CONFLICTING ORDINANCES, ORDERS, RULES AND REGULATIONS SUSPENDED.

At all times when orders, rules and regulations made and promulgated pursuant to this ordinance shall be in effect, they shall supersede all other existing ordinances, orders, rules and regulations, insofar as the latter may be inconsistent therewith. (Ord. 3176, passed 8-10-1991)

§ 14-26 VIOLATIONS; PENALTIES.

It shall be unlawful for any person willfully to obstruct, hinder or delay any Emergency Management Forces in the enforcement or accomplishment of any rule or regulation issued pursuant to this article, or to do any act forbidden by any rule or regulation issued pursuant to the authority contained in this article. It shall likewise be unlawful for any person to wear, carry or display any emblem, insignia or other means of identification as a member of Emergency Management Forces of the City of Flint unless authority to do so has been granted to such person by proper officials. Convictions for violations of the provisions of this article shall be punishable as provided in § 1-7 of this Code.

(Ord. 3176, passed 8-10-1991)

§ 14-27 STATE ASSISTANCE WITH DISASTER-RELATED EXPENSES.

The City of Flint may establish any necessary accounts to provide for State assistance with disaster related expenses under provisions of Public Act 390 of the Michigan Public Acts of 1976, as amended. (Ord. 3176, passed 8-10-1991)

§ 14-28 SEVERABILITY.

Should any section, clause or provision of this ordinance be declared by the courts to be invalid for any reason, such declaration shall not affect the validity of the ordinance as a whole or any part thereof, other than the section, clause or provision so declared to be invalid. (Ord. 3176, passed 8-10-1991)



RESOLUTION NO:	200275
DDCCCNITCO.	### 1 9 anan

FRESENTED.	GUL 1 3 /U/U

ADOPTED:

BY THE CITY ADMINISTRATOR:

RESOLUTION TO WILLIAM E. WALTER FOR INDUSTRIAL HVAC SERVICES

The Division of Purchases & Supplies solicited proposals for Industrial HVAC Services for three (3) fiscal year periods beginning 07/01/20 and ending 6/30/23 as requested by the Department of Public Works.

William E. Walter was the responsive bidder from out of two solicitations for said

requirements. Funding for said services will come from the following accounts:

Dept.	Name of Account	Account #	Grant#	Amount
DPW-WPC	Repair/Maint Supplies	590-550.200-775.000	N/A	\$5,000,00
DPW-WPC	Repair/Maint Supplies	590-550.200-930.000	N/A	\$12,000.00
DPW-WPC	Repair/Maint Supplies	590-550.202-775.000	N/A	\$20,000.00
DPW-WPC	Repair/Maint Supplies	590-550.202-930.000	N/A	\$12,500.00
DPW	Repair/Maint Supplies	101-753.200-930.000	N/A	\$100,000.00
		FY20/21 GRAND TOTAL		\$150,000.00
		THREE YEAR TOTAL		\$450,000.00

IT IS RESOLVED, that the proper city officials, William E. Walter, for three (3) year period for Industrial HVAC Services for FY20/21 (budgeted) \$150,000.00, pending FY21/22 budget \$150,000.00, and pending FY22/23 budget \$150,000.00.

\$150,000.00, and pending FY22/23 budget \$150,000.0	00.
APPROVED AS TO PURCHASING:	APPROVED AS TO FINANCE:
Joyce A. McClane	Amanda Trujillo
Purchasing Manager	Acting Chief Financial Officer
APPROVEDAS TO FORM: Angela Wheeler, Chief Legal Officer	Clyde Edwards, City Administrator
CITY COUNCIL:	
Monica Galloway, Council President	

FY20/21 7/8/20JAM



RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 07/06/2020

BID/PROPOSAL# 21000540

AGENDA ITEM TITLE: Industrial HVAC Services

PREPARED BY John Florshinger

Utilities Maintenance & SCADA Supervisor

VENDOR NAME: William E. Walter, Inc.

BACKGROUND/SUMMARY OF PROPOSED ACTION:

WPC uses support services to assist with HVAC system repairs on an as needed basis. This service allows WPC to utilize expertise as required to assist and preform large-scale HVAC repairs and troubleshooting the systems.

I recommend that the sole qualified bidder, William E. Walter, Inc., be awarded the three (3) year bid in the amount of \$50,000.00 for each of the next three (3) fiscal years, FY2021, FY2022, and pending adoption of FY2023, a three-year total of \$150,000.00, for HVAC Support Services.

Please issue a contract for the FY2021 budgeted amount of \$50,000.00, using funds from account 590-550.200-775.000, 590-550.200-930.000, 590-550.202-775.000 and 590-550.202-930.000.

FINANCIAL IMPLICATIONS: None

BUDGETED EXPENDITURE? YES $oxed{oxed}$ NO $oxed{oxed}$ IF NO, Please Explain:



Dept.	Name of Account	Account Number Gode	Amount
DPW-WPC	Repair/Maint Supplies	590-550.200-775.000	\$5,000.00
DPW-WPC	Repairs/Maintenance	590-550.200-930.000	\$12,500.00
DPW-WPC	Repair/Maint Supplies	590-550.202-775.000	\$20,000.00
DPW-WPC	Repairs/Maintenance	590-550.202-930.000	\$12,500.00
		FY20/21 GRAND TOTAL	\$50,000.00
		THREE YEAR TOTAL	\$150,000.00

PRE-ENCUMBERED?	YES 🛚	NO 🗌	REQUISITION NO:	20000	2989
ACCOUNTING APPROVA	\L:			_Date:	

Clayce McClane ~COF 02-01-20 S\YEARLYPO\FY2021\Ma n1\HVAC Support B-d Review dacx



WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☑ NO ☐ (If yes, please indicate how many years for the contract) 3 YEARS
WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: (This will depend on the term of the bid proposal)
BUDGET YEAR 1 \$50,000.00
BUDGET YEAR 2 \$50,000.00
BUDGET YEAR 3 \$50,000.00
OTHER IMPLICATIONS (i.e., collective bargaining): None.
STAFF RECOMMENDATION: (PLEASE SELECT): APPROVED NOT APPROVED
DEPARTMENT HEAD SIGNATURE: Junta H Best
// (Jeanette Best, WPC Manager)



	RESO	LUTION STAFF RE	VIEW FORM	
TODAY'S	S DATE: June 11, 2020			
BID/PRO	POSAL# 21-540			
AGENDA	TITEM TITLE: HVAC services	i		
PREPARI	ED BY Kathryn Neumann fo	r Robert Bincsik, Dire	ctor of Public Works	
VENDOR	NAME: William E Walter			
BACKGR	OUND/SUMMARY OF PROP	POSED ACTION:		
Facilities departm and requ	ids were solicited for heating Maintenance is responsible ent and the buildings at 12 th pire constant attention to ke AL IMPLICATIONS:	for building maintent Street. City building	ance at City Hall, the f s have extremely old r	ire stations, the police
BUDGET	ED EXPENDITURE? YES 🔀	NO 🗌 IF NO, PLE	ASE EXPLAIN:	Charles
Dept.	Name of Account	Account Number	Grant Code	Amount
101	General Fund	753.200-930.000		\$ 100,000.00
		FY21 GRA	ND TOTAL	\$100,000.00
PRE-EN	CUMBERED? YES [□ NO ⊠ REQ	UISITION NO: 2000	3356
ACCOU	INTING APPROVAL:		Date	E:

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO [] (If yes, please indicate how many years for the contract) 3 YEARS

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

BUDGET YEAR 1 \$100,000.00



BUDGET YEAR 2 \$100,000.00

BUDGET YEAR 3 \$100,000.00

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

STAFF RECOMMENDATION: (PLEASE SELECT): 🛛 APPROVED 🔲 NOT API	PROVE
---	-------

DEPARTMENT HEAD SIGNATURE: Robert Bincsik, Director of Public Works)



SEALED PROPOSALS RECEIVED IN THE DIVISION OF PURCHASES & SUPPLIES For Industrial HVAC Services (3) YRS. PROPOSAL #21000540

COMPANY NAME	Markup on replacement Parts	10 Devices to test	8 Devices – CDS-1 TESTING
William E. Walter, Inc.	10%	10 each @ \$115.00	8 each @ \$350.00
Flint, Michigan 48503		Total: \$1,150.00	Total: \$2,800.00

Various rates for regular, overtime and Sunday hourly rates submitted.

COMPANY NAME	Markup on replacement Parts	10 Devices to test	8 Devices – CDS-1 TESTING
Stuart Mechanical	15%	10 each @ \$130.00	8 each @ \$290.00
Auburn Hills, Michigan 48436		Total: \$1,300.00	Total: \$2,320.00

Various rates for regular, overtime and Sunday hourly rates was not submitted.

Please note that all proposal submittals are currently being reviewed.

Three (3) Year Agreement

Joyce McClane Purchasing Manager William E. Walter

WILLIAM E. WALTER

TOTAL	100,000.00	100,000.00	100,000.00
DPW	100,000.00	100 000 00	100 000 00
DPW - WPC	50,000.00	50,000.00	50,000.00
	YEAR 1	YEAR 2	YEAR 3



RESOLUTION NO:	Q	0	0	2	1	
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PRESENTED:

JUL 13 2020

ADOPTED:

BY THE CITY ADMINISTRATOR:

RESOLUTION TO PLATINUM MECHANICAL, INC FOR WELDING & PIPEFITTING

The Division of Purchases & Supplies solicited proposals for Welding & Pipefitting for three (3) fiscal year periods beginning 07/01/20 and ending 6/30/23 as requested by the Department of Public Works.

Platinum Mechanical, Inc. was the responsive bidder for said requirements. Funding for said services will come from the following accounts:

Dept.	Name of Account	Account #	Grant#	Amount
	Repair/Maint Supplies	590-550.200-775.000	N/A	\$2,000.00
DPW-WPC	Repair/Maint Supplies	590-550.202-775.000	N/A	\$3,000.00
DPW-WPC	Repair/Maint Supplies	590-550.202-930.000	N/A	\$33,000.00
		FY20/21 GRAND TOTAL		\$38,000.00
		THREE YEAR TOTAL		\$114,000.00

IT IS RESOLVED, that the proper city officials, approve Platinum Mechanical, Inc. for three (3) year period for Industrial Welding & Pipefitting beginning FY20/21 (budgeted) \$38,000.00, pending FY21/22 budget \$38,000.00, and pending FY22/23 budget \$38,000.00.

Joyce A. McClane
Purchasing Manager

APPROVED AS TO FORM:

Augela Wheeler, Chief Legal Officer

CITY COUNCIL:

Monica Galloway, Council President

FY20/21 7/8/20JAM

APPROVED AS TO FINANCE:

amanda Trujillo

Acting Chief Financial Officer

Clyde Edwards City Administrator



RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 07/01/2020

BID/PROPOSAL# 2100053?

AGENDAITEM TITLE: WPC Welding and Pipefitting

PREPARED BY John Florshinger

Utilities Maintenance & SCADA Supervisor

VENDOR NAME: Platinum Mechanical, Inc.

BACKGROUND/SUMMARY OF PROPOSED ACTION:

WPC uses mechanical support contractors for specialty and stainless steel welding services, plumbing and pipefitting services, and general mechanical assistance for larger repair and maintenance tasks for which the scale is too large for City forces alone. The contract also provides emergency response services as needed to sustain the operation of the wastewater treatment facility.

I recommend that the sole qualified bidder, Platinum Mechanical, Inc., be awarded the three (3) year bid in the amount of \$72,500.00 for each of the next three (3) fiscal years, FY2021, FY2022, and pending adoption of FY2023, a three-year total of \$142,500.00, for various welding and pipefitting.

Please issue a purchase order for the FY2021 budgeted amount of \$47,500.00, using funds from account 590-550.200-775.000, 590-550.202-775.000 and 590-550.200-930.000.

FINANCIAL IMPLICATIONS: None

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Dept.	Name of Account		irant Gode	Amount
DPW-WPC	Repair/Maint Supplies	590-550.200-775.000		\$2,000.00
DPW-WPC	Repair/Maint Supplies	590-550.202-775.000		\$3,000.00
DPW-WPC	Repairs / Maintenance	590-550.202-930.000		\$33,000.00
		FY20/21 GRAND TO	TAL	\$38,000.00
		THREE YEAR TO	TAL	\$114,000.00

PRE-ENCUMBERED?	YES	Ø	NO	REQUISITION NO:	20000:	3021
ACCOUNTING APPROVA	L:	·			_Date:	





SEALED PROPOSALS RECEIVED IN THE DIVISION OF PURCHASES & SUPPLIES For Welding Pipefitting (3) YRS. PROPOSAL #21000537

	The second of th
Platinum Mechanical	
Flint, Michigan 48507	and the second of the second o
Multiple Hourly Rates	

Please note that all proposal submittals are currently being reviewed.



RESOLUTION NO:	200277
PRESENTED:	JUL 1 3 2020
ADOPTED:	

BY THE CITY ADMINISTRATOR:

RESOLUTION TO ALDRIDGE TRUCKING, INC FOR AGGREGATES

The Division of Purchases & Supplies solicited proposals for FY19/20 for a two (2) year period beginning 07/01/19 and ending 6/30/22 for Aggregates.

Aldridge Trucking, Inc., Flint, Michigan was the low bidder from four (4) solicitations for said requirements. The total amount of \$140,500.00 was budgeted and purchase orders were issued. The amount relieved was in the amount of \$88,570.56 for various using departments (FY19/20).

Funding for said services are available in the following account for budget FY20/21:

	Name/Description of			gradition (1995)
Dept.	Account	Account #	Grant#	Amount
STREETS	Aggregates	202-449.201-726.000	N/A	\$ 44,500.00

IT IS RESOLVED, that the Proper City Officials, approve Aldridge Trucking, Inc. for Aggregates for a two-year period, FY19/20 \$140,500.00 (budgeted), and FY20/21 \$44,500.00 (budgeted).

APPROVED AS TO PURCHASING:

Jøyce A. McClane
Purchasing Manager

APPROVED AS TO FINANCE:

Approved A Manager

Arting Chief Financial Officer

Clyde Edwards, City Administrator

CITY COUNCIL:

FY19/20 JAM 7/8/2020

RESOLUTION STAFF REVIEW

DATE: May 23, 2019

Agenda Item Title: Purchase of Aggregates from Aldridge Trucking, Inc. for a two-year period (FY20 and FY21).
Prepared By: Betty Wideman
Background/Summary of Proposed Action: Transportation – Street Maintenance is responsible for a number of activities in the ROW from filling holes and sidewalks with limestone - temporarily, replacing topsoil in yards and parkways, using sand mixed with salt in the winter, and many other activities with soil, gravel or sand. These items are typically purchased by the train (truck) load.
Financial Implications: None
And the second s
Budgeted Expenditure? Yes No Please explain if no:
Account No.: FY20 202-449.201-726.000 \$44,500
<u>Pre-encumbered? Yes ⊠ No</u> Requisition <u>#190001730, 1731, 1732 and 1733</u>
Other Implications (i.e., collective bargaining):
Without this purchase order the City of Flint, Street Maintenance Department, will not be
able to fill hazards in the ROW, repair yards or parkways, sand salt the local roads in the winter and many other activities using soil, sand or gravel.
· · · · · · · · · · · · · · · · · · ·
Staff Recommendation: Recommend Approval
Later Carlos
Staff Person: DECLY WILLIAM Betty Wideman

WW

2

	ALDRIDGE TRUCKING 0000000556	ALDRIDGE TRUCKING 0000000556 20	ALDRIDGE TRUCKING 0000000556 20	ALDRIDGE TRUCKING 0000000556 19	ALDRIDGE TRUCKING 0000000556 19	ALDRIDGE TRUCKING 0000000556 19-001756	ALDRIDGE TRUCKING 0000000556 19	ALDRIDGE TRUCKING 0000000556 19	ALDRIDGE TRUCKING 0000000556 19	ALDRIDGE TRUCKING 00000000556		Vendor Name Vendor Code
		20-002497	20-002286	19-001996	19-001662	9-001756	19-001537	19-001544	19 001536			PO Number
140,500.00	10,000.00	3,000.00	3,000.00	15,000.00	55,000.00	10,000.00	3,500.00	21,000.00	5,000.00	15,000.00	AMOUNT	Amount
88,570.56	0.00 SAND & STONE	0.00 LIMESTONE	824.68 LIMESTONE	8,994.15 TOPSOIL	54,425.36 SAND & STONE	6,435.77 FY 2020 WPC VARIOUS AGGREGATES	3,032.85 3CS SAND	14,857.75 23A LIMESTONE FOR STREET REPAIRS	0.00 FILL SAND	0.00 TOPSOIL	AMOUNT RELIEVED	Amt. Relieved Description
	6/19/2020 12:00:00 AM	5/21/2020 12:00:00 AM	1/22/2020 12:00:00 AM	10/9/2019 12:00:00 AM	7/3/2019 12:00:00 AM	8/27/2019 12:00:00 AM	7/3/2019 12:00:00 AM	7/3/2019 12:00:00 AM	7/3/2019 12:00:00 AM	7/3/2019 12:00:00 AM		Post Date

BALANCE \$

51,929.44

The following bids were submitted for solicitation for the following:

Bidder #2 - Aldridge Trucking Co., Inc.

DESCRIPTION	UOM	QTY	UNIT COST Year 1	EXT COST Year 1	UNIT COST Year 2	EXT COST Year 2
Sand, fill (class II)	TN	10,000	\$ 7.00	\$ 70,000	\$ 7.50	\$ 75,000
Soil, planting	YD	3,500	\$13.50	\$ 47,250	\$14.00	\$ 49,000
Soil, top	YD	2,000	\$13.50	\$ 27,000	\$14.00	\$ 28,000
Stone, 6AA	YD	5,000	\$30.00	\$150,000	\$32.00	\$160,000
Stone, 6A natural	YD	300	\$23.00	\$ 6,900	\$25.00	\$ 7,500
Sand, mason	YD	1,000	\$16.00	\$ 16,000	\$17.00	\$ 17,000
Sand, 2NS	YD	500	\$15.00	\$ 7,500	\$16.00	\$ 8,000
Sand, 3CS	ΥD	300	\$15.00	\$ 4,500	\$16.00	\$ 4,800
23A Limestone	YD	100	\$25.00	\$ 2,500	\$26.50	\$ 2,650
Concrete, crushed (under 1" in size)	YD	1,000	\$18.50	\$ 18,500	\$19.50	\$ 19,500

GRAND TOTAL \$721,600.00

Year 1: \$350,150.00

Year 2: \$371,450.00

The following bids were submitted for solicitation for the following:

Bidder #1 - StoneCo of Michigan

DESCRIPTION	иом	QTY	UNIT COST Year 1	EXT COST Year 1	UNIT COST Year 2	EXT COST Year 2
Sand, fill (class II)	TN	10,000	No Bid	No Bid	No Bid	No Bid
Soil, planting	YD	3,500	No Bid	No Bid	No Bid	No Bid
Soil, top	YD	2,000	No Bid	No Bid	No Bid	No Bid
Stone, 6AA	YD	5,000	\$25.70	\$128,500	\$26.75	\$133,750
Stone, 6A natural	YD	300	No Bid	No Bid	No Bid	No Bid
Sand, mason	YD	1,000	No Bid	No Bid	No Bid	No Bid
Sand, 2NS	YD	500	No Bid	No Bid	No Bid	No Bid
Sand, 3CS	YD	300	No Bid	No Bid	No Bid	No Bid
23A Limestone	YD	100	\$21.05	\$ 2,105	\$21.90	\$ 2,190
Concrete, crushed (under 1" in size)	YD	1,000	\$16.25	\$ 16,250	\$16.85	\$ 16,850

GRAND TOTAL \$299,645.00

Year 1: \$146,855.00

Year 2: \$152,790.00

The following bids were submitted for solicitation for the following:

Bidder #3 - Fuoss Gravel Company

DESCRIPTION	UOM	QTY	UNIT COST Year 1	EXT COST Year 1	UNIT COST Year 2	EXT COST Year 2
Sand, fill (class II)	TN	10,000	-	•	The state of the s	-
Soil, planting	YD	3,500	-	-	-	-
Soil, top	YD	2,000	\$18.00	\$36,000	\$18.00	\$36,000
Stone, 6AA	YD	5,000		-		*
Stone, 6A natural	YD	300	ности пость пост часня положения сони сони сони сони сони сони сони сони	* or shaddle record of the design and the shad of the shad o	P. S. C.	-
Sand, mason	YD	1,000	\$15.00	\$15,000	\$15.00	\$15,000
Sand, 2NS	ΟY	500	And the second s	-	-	_
Sand, 3CS	YD	300	accentinace as			-
23A Limestone	YD	100		инто их — о «миранцијарска о како и и и и и и и и и и и и и и и и и и и		germon and
Concrete, crushed (under 1" in size)	YD	1,000		-	-	~

GRAND TOTAL \$102,000.00

Year 1: \$ 51,000.00

Year 2: \$ 51,000.00

The following bids were submitted for solicitation for the following:

Bidder #4 - Pierce and Pitt Trucking, Inc.

DESCRIPTION	UOM	QTY	UNIT COST Year 1	EXT COST Year 1	UNIT COST Year 2	EXT COST Year 2
Sand, fill (class II)	TN	10,000	\$ 8.65	\$ 86,500	\$ 9.00	\$ 90,000
Soil, planting	YD	3,500	\$13.75	\$ 48,125	\$14.00	\$ 49,000
Soil, top	YD	2,000	\$13.75	\$ 27,500	\$14.00	\$ 28,000
Stone, 6AA	YD	5,000	\$28.00	\$140,000	\$29.75	\$148,750
Stone, 6A natural	YD	300	\$21.00	\$ 6,300	\$22.00	\$ 6,600
Sand, mason	YD	1,000	\$16.50	\$ 16,500	\$17.50	\$ 17,500
Sand, 2NS	YD	500	\$15.25	\$ 7,625	\$15.25	\$ 7,625
Sand, 3CS	YD	300	\$15.25	\$ 4,575	\$15.25	\$ 4,575
23A Limestone	YD	100	\$25.00	\$ 2,500	\$26.25	\$ 2,625
Concrete, crushed (under 1" in size)	YD	1,000	\$20.00	\$ 20,000	\$21.00	\$ 21,000

GRAND TOTAL \$735,300.00

Year 1: \$359,625.00

Year 2: \$375,675.00



FY20/21 TIMZOJANI

RESOLUTION NO:	200278
PRESENTED:	JUL 1 3 2020
ADOPTED:	

BY THE CITY ADMINISTRATOR:

RESOLUTION TO MCNAUGHTON-MCKAY ELECTRIC FOR ALLEN BRADLEY MODULES AND PARTS

The Division of Purchases & Supplies solicited proposals for Allen Bradley Modules and Parts for three (3) fiscal year periods beginning 07/01/20 and ending 6/30/23 as requested by the Department of Public Works.

McNaughton-McKay Electric was the responsive bidder for said requirements. Funding for said services will come from the following accounts:

Dept.	Name of Account	Account #	Grant#	Amount
DPW-WPC	Repair/Maint Supplies	590-550.202-775.000	N/A	\$40,500.00
DPW-WPC	Repair/Maint Supplies	590-550.202-930.000	N/A	\$35,500.00
DPW-WPC	Computer Software	590-550.100-814.600	N/A	\$10,000,00
MARKETANAN		FY20/21 GRAND TOTAL		\$86,000.00
		THREE YEAR TOTAL		\$258,000.00

IT IS RESOLVED, that the proper city officials, McNaughton-McKay Electric, for three (3) year period for Allen-Bradley Modules and Parts for FY20/21 (budgeted) \$86,000.00, pending FY21/22 budget \$86,000.00, and pending FY22/23 budget \$86,000.00.

APPROVED AS TO PURCHASING:	APPROVED AS TO FINANCE:
Joyce A McClane Purchasing Manager	Amanda Trujillo Acting Chief Financial Officer
APPROVED AS TO FORM: Angela Wheeler, Quief Legal Officer	Clyde Edwards, City Administrator
CITY COUNCIL:	Cipit Edwards, City Administrator
Monics Galloway Council President	



RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 07/01/2020

BID/PROPOSALN 21000541

AGENDA ITEM TITLE: Allenn-Bradley Modules and Parts

PREPARED BY John Florshinger

Utilities Maintenance & SCADA Supervisor

VENDOR NAME: McNaughton-McKay Electric

BACKGROUND/SUMMARY OF PROPOSED ACTION:

WPC relies on Allen Bradley automation equipment to run and monitor critical plant processes such as filter, pump station control, load out facilities, grit removal, and plant historical data logging. Without adequate parts, these critical plant processes would not be operable resulting in NPDES Permit violations and increased operational and maintenance costs.

I recommend that the sole qualified bidder, McNaughton-McKay Electric., be awarded the three (3) year bid in the amount of \$86,000.00 for each of the next three (3) fiscal years, FY2021, FY2022, and pending adoption of FY2023, a three-year total of \$258,000.00, for Allen-Bradley modules and parts.

Please issue a purchase order for the FY2021 budgeted amount of \$86,000.00, using funds from account 590-550.202-775.000, 590-550.202-930 and 590-550.100-814.600.

FINANCIAL IMPLICATIONS: None

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:



			Grant	
Dept.	Name of Account	Account Number	Gode	Amount
DPW-WPC	Repair/Maint Supplies	590-550.202-775.000		40,500.00
DPW-WPC	Repairs/Maintenance	590-550.202-930.000		35,500.00
DPW-WPC	Computer Software	590-550.100-814.600		10,000.00
		FY20/21 GRAND TO	DTAL	\$86,000.00
		THREE YEAR TO	DTAL	\$258,000.00

PRE-ENCUMBERED?	YES	\boxtimes	NO	REQUISITION NO:	200002955
ACCOUNTING APPROVA	1: _		***************************************		Date:



WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO (If yes, please indicate how many years for the contract) YEARS
WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: (This will depend on the term of the bld proposal)
BUDGET YEAR 1 \$86,000.00
BUDGET YEAR 2 \$86,000.00
BUDGET YEAR 3 \$86,000.00
OTHER IMPLICATIONS (i.e., collective bargaining): None.
STAFF RECOMMENDATION: (PLEASE SELECT): APPROVED NOT APPROVED
DEPARTMENT HEAD SIGNATURE: Janette 4. 13cst
(Jeanette Best, WPC Manager)



SEALED PROPOSALS RECEIVED IN THE DIVISION OF PURCHASES & SUPPLIES For Allen Bradley Modules & Parts (3) YRS. PROPOSAL #21000541

COMPANY NAME	YEAR 1	YEAR 2	YEAR 3
McNaughton-McKay Electric	\$170,000.00	\$170,000.00	\$170,000.00
Flint, Michigan 48503			and the control of th

Please note that all proposal submittals are currently being reviewed.



FY20/21 TOURDAM

RESOLUTION NO	: 40) _	?	1	G
PRESENTED:	JUL	. 1	3	20	20	
∆ DOPTED:						

BY THE CITY ADMINISTRATOR:

RESOLUTION TO BEARING DISTRIBUTORS, INC FOR NON-STOCK MECHANICAL PARTS

The Division of Purchases & Supplies solicited proposals for Non-Stock Mechanical Parts for three (3) fiscal year periods beginning 07 01/20 and ending 6/30/23 as requested by the Department of Public Works.

Bearing Distributors, Inc., was the responsive bidder for said requirements. Funding for said services will come from the following accounts:

Dept.	Name of Account	Account #	Grant#	Amount
DPW-WPC	Repair/Maint Supplies	590-550.202-775.000	N/A	\$72,500.00
		FY20/21 GRAND TOTAL		\$72,500.00
		THREE YEAR TOTAL		\$217,500.00

IT IS RESOLVED, that the proper city officials, Bearing Distributors, Inc., for three (3) year period for Non-Stock Mechanical Parts for FY20/21 (budgeted) \$72,500.00, pending FY21/22 budget \$72,500.00, and pending FY22/23 budget \$72,500.00.

APPROVED AS TO PURCHASING:	APPROVED AS TO FINANCE:
Jayce A. McClane	Amanda Trujillo
Purchasing Manager	Amanda 1 rujino Acting Chief Financial Officer
APPROVED AS TO FORM:	Actus Cuci i manciai Omicei
	Muddelle
Angela Wheeler, Chief Legal Officer	Clyde Edwards, City Administrator
CITY COUNTIL:	
Monica Galloway, Council President	



RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 07/01/2020

BID/PROPOSAL# 21000536

AGENDA ITEM TITLE: WPC Non Stock mechanical Parts

PREPARED BY John Florshinger

Utilities Maintenance & SCADA Supervisor

VENDOR NAME: Bearing Distributors, Inc.

BACKGROUND/SUMMARY OF PROPOSED ACTION:

WPC uses this Annual Purchase Order to provide for parts, such as bearings, for various mechanical equipment throughout the facility and remote pumping stations. Without maintenance and repair to these units the equipment cannot be kept in working order, and process failures will result.

I recommend that the sole qualified bidder, Bearing Distributors Inc., be awarded the three (3) year bid in the amount of \$72,500.00 for each of the next three (3) fiscal years, FY2021, FY2022, and pending adoption of FY2023, a three-year total of \$217,500.00, for various mechanical/machine repair parts.

Please issue a purchase order for the FY2021 budgeted amount of \$72,500.00, using funds from account 590-550.202-775.000.

FINANCIAL IMPLICATIONS: None

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Gode	Amount
DPW-WPC	Repair/Maint Supplies	590-550.202-775.000		\$72,500.00
	**************************************	ETS/36/91 CITY A RITH	ECOTO S	ned the Ar
		FY20/21 GRAND	LUIAL	\$72,500.00

THREE YEAR TOTAL

\$217,500.00

	YES 🔯	ио П	REQUISITION NO:	2000029	95
ACCOUNTING APPROVA	l:			_Date: _	



WILL YOUR DEPARTMENT NEED A CONTRACT? YES \(\subseteq \text{NO } \subseteq \) (If yes, please indicate how many years for the contract) YEARS	
WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR BUDGET YEAR: (This will depend on the term of the bid proposal)	EACH
BUDGET YEAR 1 \$72,500.00	
BUDGET YEAR 2 \$72,500.00	
BUDGET YEAR 3 572,500.00	
OTHER IMPLICATIONS (i.e., collective bargaining): None.	
STAFF RECOMMENDATION: (PLEASE SELECT): APPROVED NOT APPROVE)
DEPARTMENT HEAD SIGNATURE:	
(Jeanette Best, WPC Manager)	



SEALED PROPOSALS RECEIVED IN THE DIVISION OF PURCHASES & SUPPLIES For Non-Stock Mechanical Parts PROPOSAL #21000536

Company: BDI

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

Manufacturer	Item	Part No	Qty	Year 1 Price	Year 2 Price	Year 3 Price	Extended Price
REXNORD	REX ZNT6-2115-12	Take Up bearing	2.00	1,196.80	1,196.80	1,196.80	598.40
REXNORD	REX ZNT6-2115-12	Take Up bearing	2.00	1,196.80	1,196.80	1,196.80	598.40
FLEXIBLE STEEL	FSL R5S-SE-24/600	belt lacing	4.00	350.20	350.20	350.20	87.55
LACING COMPANY							Ì
DOUGLAS KING INDUSTRIES	DKI CA680-5	shear pins	50.00	323.50	323.50	323.50	6.47
DOUGLAS KING INDUSTRIES	DKI CA2593-32	shear pins	50.00	323.50	323.50	323.50	6.47
DOUGLAS KING INDUSTRIES	DKI 325129-41	shear pins	50.00	470.50	470.50	470.50	9.41
DOUGLAS KING INDUSTRIES	DKI CA1943-11 4510016000	shear pins	50.00	250.00	250.00	250.00	5.00
DOUGLAS KING INDUSTRIES	DKI CA2593-49 SP BUSHING	shear pins	17.00	52.02	52.02	52.02	3.06
ORS-NASCO	ORS 565-1207	Bansaw blade	2.00	235.28	235.28	235.28	117.64
CLIMAX METAL	CLI 1C-243	steel collar	3.00	31.14	31.14	31.14	10.38
LINK BELT	L/B F2239Z	bearing	2.00	601.44	601.44	601.44	300.72
FAFNIR	FAF 7324WN MBR SU	bearing	2.00	2,402.28	2,402.28	2,402.28	1,201.14
WHITTET-HIGGINS COMPANY	W/H W-24	lock washer	1.00	4.11	4.11	4.11	4.11
BEARING	BDI 2-7/16" C1045	shaft	1.00	549.32	549.32	549.32	549.32
DISTRIBUTORS INC	TG&P SHAFTING			1	-		
GOODYEAR	GDY BX57	belt	4.00	38.88	38.88	38.88	9.72
SKF	SKF 6316 2ZJEM	bearing	1.00	251.93	251.93	251.93	251.93
CHICAGO RAWHIDE	C/R 29218	seal	2.00	18.82	18.82	18.82	9.41
FASTENAL COMPANY	FST 10"X 20" .0015 PURPLE SHIM	shim	2.00	17.08	17.08	17.08	8.54
FASTENAL	FST 10"X 20" .0030	shim	5.00	105.55	105.55	105.55	21.11
COMPANY	GREEN SHIM	<u> </u>					
SKF	SKF 7316 BECBY	bearing	2.00	543.76	543.76	543.76	
GOODYEAR	GDY C72.	belt	6.00	105.18	105.18	105.18	
HITACHI MAXCO	HIT NH-78 PLASTIC CHAIN	chain	60.00	1,135.20	1,135.20	1,135.20	18.92
LOVEJOY	LOV L/AL099/100 SOX	coupling insert	5.00	51.10	51.10	51.10	10.22
BEARING DISTRIBUTORS INC	BDI 8602-004 6/PACK		2.00	677.64	677.64	677.64	338.82
COLE-PARMER INTERNATIONAL	CPI EW-04669-98	bronze bushing	3.00	596.46	596.46	596.46	198.82
DOUGLAS KING INDUSTRIES	DKI 325129-41 7200610008	SP BUSHING	50.00	470.50	470.50	470.50	9.41



Manufacturer	Item	Part No	Qty	Year 1 Price	Year 2 Price	Year 3 Price	Extended Price
DOUGLAS KING INDUSTRIES	DKI CA1943-11 4510016000	SP BUSHING	100.00	500.00	500.00	500.00	5.00
COLE-PARMER INTERNATIONAL	CPI EW-04669-98	bronze bushing	3.00	596.46	596.46	596.46	198.82
GOODYEAR	GDY BX64	belt	10.00	104.20	104.20	104.20	10.42
MARTIN SPROCKET AND GEAR	M/G 5 B 74 SF	sheave	2.00	238.60	238.60	238.60	119.30
MARTIN SPROCKET AND GEAR	M/G SF 1-7/8	bushing	2.00	52.50	52.50	52.50	26.25
DOUGLAS KING INDUSTRIES	DKI CA2593-49 SP BUSHING	shear pins	50.00	153.00	153.00	153.00	3.06
DEVCON PRODUCTS	DEV 11170	HP BACKING COMPOUND 20LB	9.00	695.52	695.52	695.52	77.28
TB WOODS	WOO MBA25	sheave	1.00	1,868.06	1,868.06	1,868.06	1,868.06
DOUGLAS KING INDUSTRIES	DKI CA1943-11 4510016000	shear pins	100.00	500.00	500.00	500.00	5.00
DEVCON PRODUCTS	DEV 13800	DEEP POUR GROUT 50LB BUCKET	11.00	2,145.11	2,145,11	2,145.11	195.01
DOUGLAS KING INDUSTRIES	DKI 325129-41 7200610008	threaded sleeve	50.00	470.50	470.50	470.50	9.41
GOODYEAR	GDY AX45	belt	3.00	17.67	17.67	17.67	5.89
GOODYEAR	GDY BX56	beit	6.00	57.72	57.72	57.72	
L		\$ · · · · · · · · · · · · · · · · · · ·		15.54	15.54	15.54	
GOODYEAR	GDY AX37	belt	3.00				
GOODYEAR	GDY AX53	belt	3.00	19.20	19.20	19.20	
GOODYEAR	GDY AX48	belt	3.00	18.21	18.21	18.21	6.07
GATES	GAT 5VX900	belt	1.00	28.15	28.15	28.15	
GATES	GAT 5VX900	belt	1.00	28.15	28.15	28.15	
DOUGLAS KING INDUSTRIES	DKI 325129-60 SHEAR PIN BUSHING	shear pins	50.00	426.50	426.50	426.50	
DOUGLAS KING INDUSTRIES	DKI DKI 90704 CONV BUSHING		8.00	225.92	225.92	225.92	
DOUGLAS KING INDUSTRIES	DKI DKI CA680-5(A GRIT AUGER SP	shear pins	50.00	323.50	323.50	323.50	6.47
DOUGLAS KING INDUSTRIES	DKI DKI CA680-5(A GRIT AUGER SP	shear pins	50.00	323.50	323.50	323.50	6.47
BEARING DISTRIBUTORS INC	BDI 2900-BISIC1-50		12.00	591.24	591.24	591.24	49.27
NTN	NTN 2308C3	bearing	2.00	226.98	226.98	226.98	113.49
SUPERIOR	SUC 13-01412	idler parts	30.00	72.00	72.00	72.00	2.40
THOMAS FLEXIBLE COUPLINGS	TFC 110962 DISC PACK	SAME AS 10962-51	1.00	457.54	457.54		457.54
THOMAS FLEXIBLE COUPLINGS	TFC 716096 BOLT	SAME AS 16096-00	8.00	490.16	490.19	490.16	61.27
THOMAS FLEXIBLE COUPLINGS	TFC 311750 WASHER	SAME AS 11750-00	16.00	312.80	312.80	312.80	19.55
THOMAS FLEXIBLE COUPLINGS	TFC 039125 LOCKNUT	SAME AS 16514-00	8.00	255.52	255.52	255.52	31.94
THOMAS FLEXIBLE COUPLINGS	TFC 910920 WASHER	SAME AS 10920	8.00	75.60	75.60	75.60	9.45
THOMAS FLEXIBLE COUPLINGS	TFC 210921 BOLT	SAME AS 10921	8.00	315.52	315.52	315.52	39.44



Manufacturer	Item	Part No	Qty	Year I Price	Year 2 Price	Year 3 Price	Extended Price
THOMAS FLEXIBLE COUPLINGS	TFC 110962 DISC PACK	coupling parts	2.00	915.08	915.08	915.08	457.54
THOMAS FLEXIBLE COUPLINGS	TFC 716096 BOLT	coupling parts	16.00	980.32	980.32	980.32	61.27
THOMAS FLEXIBLE COUPLINGS	TFC 311750 WASHER	coupling parts	16.00	312.80	312.80	312.80	19.55
THOMAS FLEXIBLE COUPLINGS	TFC 039125 LOCKNUT	coupling parts	16.00	507.84	507.84	507.84	31.74
THOMAS FLEXIBLE COUPLINGS	TFC 910920 WASHER	coupling parts	16.00	151.20	151.20	151.20	9.45
THOMAS FLEXIBLE COUPLINGS	TFC 210921 BOLT	coupling parts	16.00	631.04	631.04	631.04	39,44
GARLOCK SEALS	GAR 63X2143	seal	1.00	15.49	15.49	15.49	15.49
MARTIN FLUID POWER COMPANY	MRT ORC-275BM70 CORD STOCK		20.00	18.60	18.60	18.60	.93
DODGE	DOD TP-G-115	bearing	2.00	343.46	343.46	343.46	171.73
DOUGLAS KING INDUSTRIES	DKI SHAFT SLEEVE (PER SAMPLE)		2.00	435.30	435.30	435.30	217.65
DOUGLAS KING INDUSTRIES	DKI RETAIN SLEEVE (PER SAMPLE)		2.00	200.00	200.00	200.00	100.00
LOVEJOY	LOV AL070 1/2 NKW	coupling parts	2.00	8.62	8.62	8.62	4.31
LOVEJOY	LOV L/AL070 SOX	coupling insert	1.00	2.21	2.21	2.21	2.21
DOUGLAS KING INDUSTRIES	DKI RET SLVE (PER SAMPLE)LH THRD		1.00	100.00	100.00	100.00	100.00
LOCTITE	LOC 95555	Loctite	1.00	98.32	98.32	98.32	98.32
NTN	NTN 2308C3	bearing	2.00	227.00	227.00	227.00	113.50
SKF	SKF SR 10-8	stab ring	2.00	20.32	20.32	20.32	10.16
DOUGLAS KING INDUSTRIES	DKI CA680-5	shear pins	50.00	323.50	323.50	323.50	6.47
DOUGLAS KING INDUSTRIES	DKI CA2593-32	shear pins	50.00	323.50	323.50	323.50	6.47
DOUGLAS KING INDUSTRIES	DKI 325129-41	shear pins	50.00	470.50	470.50	470.50	9.41
DOUGLAS KING INDUSTRIES	DKI CA1943-11 4510016000	shear pins	50.00	250.00	250.00	250.00	5.00
BEARING DISTRIBUTORS INC	BDI BB-5 SHERWOOD PUMP	pump	2.00	970.90	970.90	970.90	485.45
MORSE INDUSTRIAL	MOR MFC-16T	bearing	1.00	101.41	101.41	101.41	101.41
MORSE INDUSTRIAL	MOR SF-16T CXU	bearing	1.00	67.06	67.06	67.06	67.06
EVOQUA	NCS 720 25 Tooth Sprocket 4 7/16" B Key	603-81162- 85W2T313091	2.0	845.86	845.86	845.86	422.93
EVOQUA	NCS 720 25 Tooth Sprocket 2 7/16" B Key	603-81162- 81W2T319564	2.0	791.88	791.88	791.88	395. 9 4
EVOQUA	NCS 720 19 Tooth Sprocket 3 15/16" Corner	603-81163- 90W2T331453	6.0	1,688.70	1,688.70	1,688.70	281.45
EVOQUA	NCS 720 19 Tooth Sprocket 1 15 16" Corner	603-81163- 86W2T313095	4.0	1,042.20	1,042.20	1,042.20	260.55
EVOQUA	Sprocket NH78 40T 33.25 PD 4 7/16" Bore	603-81221- 85W2T319556	1.0	1,476.56	1,476.56	1,476.56	1,476.56
EVOQUA	Sprocket NH78 40T 33.25 PD 2 7/16" Bore	603-81221- 81W2T319553	1.0	1,392.19	1,392.19	1,392.19	1,392.19
EVOQUA	Bearing-Wall 4.437"Dia, SA,BABB,CI	A65890- BCW3T23643	2.0	1,170.12	1,170.12	1,170.12	585.06



Manufacturer	Item	Part No	Qty	Year 1 Price	Year 2 Price	Year 3 Price	Extended Price
EVOQUA	Bearing-Wall 3.937"Dia, SA,BABB,CI	A65890- BBW3T23640	6.0	3,297.30	3,297.30	3,297.30	549.55
EVOQUA	Bearing-Wall 2.737"Dia, SA,BABB,CI	A65749- BCW3T23627	2.0	643.88	643.88	643.88	321.94
EVOQUA	Bearing-Wall 1.937"Dia, SA,BABB,CI	A65749- BBW3T23624	2.0	643.88	643.88	643.88	321.94
EVOQUA	Tightener-chain, sub assy,NH78 SPKT,7T,HD	603-81408- 83W3T22354	1.0	266.63	266.63	266.63	266.63
EVOQUA	Sprocket shear pin,NH78- 11T,2.00"B,RH	603-30965- 88W3T306036	1.0	1,037.81	1,037.81	1,037.81	1,037.81
EVOQUA	Sprocket shear pin,NH78- 11T,2.00"B,LH	603-30965-89	1.0	1,037.81	1,037.81	1,037.81	1,037.81
EVOQUA	Sprocket shear pin,NH78- 11T,1.62"B,LH JC,LS TR,ZP	603-30965- 85W3T129321	1.0	1,037.81	1,037.81	1,037.81	1,037.81
EVOQUA	Sprocket shear pin,NH78- 11T,1.62"B,RH JC,LS TR,ZP	603-30965- 84W3T129317	1.0	1,037.81	1,037.81	1,037.81	1,037.81
EVOQUA	NCS 720S Non Metallic chain with (1) F28 10.0'	303-80178- 6W2T309520	55.0	7,060.90	7,060.90	7,060.90	128.38
EVOQUA	NCS 720S Non Metallic chain with (2) F28 10.0'	303-80178- 7W2T309521	17.0	2,290.75	2,290.75	2,290.75	134.75
EVOQUA	Chain,PWR TRNSMSN,Drive,NH78; 2.609	841- 28110W2T11992 5	30.0	5,793.00	5,793.00	5,793.00	193.10
EVOQUA	Flight Sigma Plus 3 x 8 x 19'-11" long	H389028-111- 100	25.0	6,149.75	6,149.75	6,149.75	245.99
EVOQUA	Flight Sigma Plus 3 x 8 x 19'-11" for Squeegee	H389028-110- 100	2.0	502.18	502.18	502.18	251.09
EVOQUA	Flight Sigma Plus 3 x 8 x 4'-11" for Cross	H389028-112- 100	17.0	3,421.25	3,421.25	3,421.25	201.25
EVOQUA	Spacer- Flight, 4.81x6.81x2.88"TH K, POLY	303-70267- 1W2T292219	88.0	357.28	357.28	357.28	4.06
EVOQUA	Shoe-wear, Carry, L 3x3x.5x5.5", POLY	303-60009- 9W2T319594	88.0	413.60	413.60	413.60	4.70
EVOQUA	Shoe-wear, Return, L 3x3x.5x 4", POLY	303-60101- 6W2T319598	44.0	206.80	206.80	206.80	4.70
EVOQUA	Shoe- Return, W/LG, L 3x3x.5x 4.5", POLY	303-60100- 6W2T319595	44.0	206.80	206.80	206.80	4.70
			Total Amount	74,891.58	74,891.58	74,891.58	21,838.77



RESOLUTION NO.:_,	200780
PRESENTED:	JUL 1 3 2020
ADOPTED:	

RESOLUTION TO APPROVE PAYMENT OF JUDGMENT TO BRANDON BRAZLE

BY THE CITY ADMINISTRATOR:

WHEREAS, the City of Flint has made an Offer of Judgment to Brandon Brazle, pursuant to Rule 68 of the Federal Rules of Civil Procedure, in Brandon Brazle et al v. City of Flint et al, E.D. Mich. Case No. 19-12881; and

WHEREAS, the amount of the offer of judgment was \$35,000.00, in satisfaction of any and all claims against the City of Flint and the City employees named as parties in the aforementioned case; and

WHEREAS. Brandon Brazle has accepted the offer of judgment, the offer of judgment and its acceptance have been duly filed in E.D. Mich. Case No. 19-12881, and the Law Department recommends payment of this judgment.

IT IS RESOLVED that the City Administrator is hereby authorized to pay Brandon Brazle the sum of \$35,000.00 in satisfaction of any and all of his claims arising out of E.D. Mich. Case No. 19-12881. Payment shall be drawn from appropriated funds in the Litigation and Suits line item 677-266.200-956.300.

APPROVED AS TO FINANCE:

Angela Wheeler Chief Legal Officer

FOR THE CITY OF FLINT:

APPROVED BY CITY COUNCIL:

Clyde Edwards, City Administrator

APPROVED AS TO FINANCE:

APPROVED AS TO FINANCE:

APPROVED AS TO FINANCE:

APPROVED AS TO FINANCE:

APPROVED BY CITY COUNCIL:

Case 2:19-cv-12881-PDB-APP ECF No. 88-1 filed 06/17/20 PageID.739 Page 1 of 1

JUN 1 5 2020

Shawn C. Cabot Amy J. DeRouin Krystina R. Doss Ryan A. Ford Thomas F. Norton Mark A. Proudman Michelle M. Smiglel Lindsay L. Weiss Christopher J. Trainor

CHRISTOPHER TRAINOR & ASSOCIATES

9750 Highland Road White Lake, Michigan 48386

Tel (245) 886-8650 Toll Free (800) 961-8477 Fax (248) 698-3321 MichiganLegalCenter.com

Of Counsel Vincent M. Farougi

ACCEPTANCE/REJECTION OF \$35,000.00 OFFER OF JUDGMENT

l, Brandon Brazle, <u>ACC</u> of \$35,000.00.	CEPT the Offer of Judgement made by Defendants in the gross amount
6/9/20 Date	Bunky Byle Signature
I, Brandon Brazle, <u>REJI</u> \$35,000.00.	ECT the Offer of Judgement made by Defendants in the gross amount of
Date	Signature



RESOLUTION STAFF REVIEW FORM

ODAY'S	DATE: 7/1/2020			
D/PROF	POSAL#			
GENDA I	ITEM TITLE: Resolution to App	rove Payment of Judgement	to Brandon B	razle
	D BY Victoria Cooper Legal De	partment		
NDOR	NAME:			
ACKGRO	OUND/SUMMARY OF PROPOSI	ED ACTION:		
	L IMPLICATIONS:			
JDGETE	D EXPENDITURE? YES N	IO IF NO, PLEASE EXPLA	Grant	Amount
JDGETE		Account Number 677-266.200-956.300	W	Amount \$35,000
JDGETE	D EXPENDITURE? YES N	Account Number	Grant	
UDGETE	D EXPENDITURE? YES N	Account Number	Grant Code	
Dept.	Name of Account Suits and Settlements	Account Number 677-266.200-956.300	Grant Code	



WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO x

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

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

BUDGET YEAR 1 NA

BUDGET YEAR 2 NA

BUDGET YEAR 3 NA

OTHER IMPLICATIONS (i.e., collective borgaining): NA

STAFF RECOMMENDATION: (PLEASE SELECT): APPROVED | NOT APPROVED

LEASE TYPE NAME, TITLE)

DEPARTMENT HEAD SIGNATURE:

ADMINISTRATIVE ACTION REQUEST FORM

This form should be used for all administrative action requests. Such actions must be considered necessary to meet the objectives of the project and must be allowable under the existing terms and conditions of the award.

PRINCIPAL INVESTIGATOR	DEPT. NAME	GRANT ACCOUNT #
PROPOSAL TITLE	SPONSOR/AGE	/
BRANDON FINATIE	DUESTED ACTION A.	NGERA/ LEGAL
No-Cost Extension — one year or less Please explain why you require a no-cost extension.	/ Closed S	
(35k) Flut Police Def	H. Excession	e force (MR. Brazle)
MRS. Bragle	h grainst	(MR. Brazle
Removed From Cuso	And the second s	
Preaward Costs* Complete the detailed budget for your preamand expentaged to the preamand expense for the preamand expen	•	
Sakny and Wages Fringe Benefits	FRD - Atre a	ictualy doing livestization.
Equipment Travel Supplies	They own	LiweStigation.
Other TOTAL REQUESTED	Still active	4
Please attach evidence that the award is forthcoming	Discover by in	terrogatory
Budget Revision Complete the current budget and revised budget.		
CURRENT Salary and Wages Fringe Benefits	REVISED Salary and Wages Fringe Benefits	
Equipment Travel	Equipment Travel	
Supplies Other TOTAL	Supplies Other TOTAL	
	★ Vd 3 2 8 8 4m	



RESOLUTION NO:	20028
PRESENTED:	JUL 1 3 2020
ADOPTED:	

BY THE CITY ADMINISTRATOR:

Resolution Authorizing Change Order No. 1 to Spalding DeDecker – To Oversee Replacement of Storm Sewer Laterals and Catch Basins

On October 31, 2019, Council adopted resolution #190459, awarding Spalding DeDecker the Construction Engineering Services for Court Street Rehabilitation Project in the amount of \$735,500.00; and

The Department of Public Works is requesting additional funds to oversee the replacement of the storm sewer laterals and catch basins contingent on MDOT approval.

Funding for said service will come from the following account for FY20 21 budget:

Dept.	Name/Description of Account	Account #	Grant#	Amount
DPW	Major Street Account	202-441.702-801.000	N/A	\$ 87,856.00

IT IS RESOLVED, that the proper city officials, upon City Council's approval, are hereby authorized to enter into change order #1 with Spalding DeDecker to oversee replacement of storm sewer laterals and catch basins in an amount NOT-TO-EXCEED \$87,856.00, contingent on MDOT approval and a revised aggregate amount of \$823,356.00.

and a revised aggregate amount of \$823,356.00.	
APPROVED Soyce A. McClane Purchasing Manager APPROVED AS TO FORM	Amanda Trujillo Acting Chief Financial Officer
Angela Wheeler Chief Legal Officer CITY COUNCIL:	Sheldon A. Neeley, Mayor
Monica Galloway, Council President	

FROM: Joyce McClane
Purchasing Manager

Vendor Report

Vendor Name Vendor Code PO Number SPAULDING DEDECKER ASSO: 0000006734 19-002165 Amount 735,500.00 Amt. Relieved

147,259.90 CE SERVICES - COURT ST REHAB - SPALDING DE DECKER Post Date 12/13/2019 12:00:00 AM



CITY OF FUNT

DECALITION CYAPE DELUCIAL EADS

RESOLUTION STAFF REVIEW FORM					
TODAY'S DATE: July 1, 2020					
BID/PROI	8ID/PROPOSAL# 19000580				
AGENDA	ITEM TITLE: Construction Engi	neering, Court Street F	ehabilitation, change o	rder #1	
PREPARE	D BY Robert Bincsik, Director o	of Public Works			
	NAME: Spalding DeDecker				
BACKGRC	DUND/SUMMARY OF PROPOS	ED ACTION:			
Rehabilita of the sto	ose of this resolution is to add oution from Crapo Street to Centerm sewer laterals and catch background are contingent on MDOT	ter Rd. This additional sins.		I.	
	AL IMPLICATIONS: DEEL EXPENDITURE? YES	NO 🗌 IF NO, PLEA	SE EXPLAIN:	Commit	
Dept.	Name of Account	Account Number	Grant Code	Amount	
202	Major Street Fund	441 ,082 -801.000		\$87,856.00	
		FY21 GR/	IND TOTAL	\$ 87,856.00	
PRE-ENCUMBERED? YES NO REQUISITION NO: 20003439 ACCOUNTING APPROVAL: Linte & Transport Date: 7/1/20					
	IR DEPARTMENT NEED A CON case indicate how many years j		IO 🗌 AR		
OTHER IN	APLICATIONS (i.e., collective be	argaining): None			
STAFF RE	STAFF RECOMMENDATION: (PLEASE SELECT): 🔯 APPROVED 🦳 NOT APPROVED				



DEPARTMENT HEAD SIGNATURE:

Robert Bincsik, Director of Public Works

Proposal #19000580)	SUBMISSION NO.:
	PRESENTED: 10-23 19
	ADOPTED: 10.31.2019
BY THE CITY ADMINISTRATOR:	
RESOLUTION TO CONSTRUCTION ENGINEERING SEA	SPALDING DEDECKER FOR RVICES FOR COURT STREET REHABILITATION
	RESOLUTION
The Department of Purchase Engineering Services for Court Street Rehabili	es & Supplies has solicited a proposal for Construction itation as requested by the Transportation Division; and
Spalding DeDecker, 905 Soubidder from three solicitations for said required following account: 202-441.702-801.000 (\$73	th Blvd. East, Rochester Hills, Michigan was the lowest irements. Funding for said services will come from the 15,500.00); and
IT IS RESOLVED, that the hereby authorized to enter into a contract with for Court Street Rehabilitation in an amount no	Proper City Officials, upon City Council's approval, are Spalding DeDecker for Construction Engineering Services at to exceed \$735,500.00.
APPROVED PURCHASING DEPT.: Company Compan	APPROVED AS TO FINANCE: Tamer Lands Deputy Finance Director
Sanglia Wheeler Chiefe Leghel Officer	BBranch Serve Branch, Acting City Administrator
CITY COUNTIL:	
Man a	



RESOLUTION NO.:_	200282
PRESENTED:	JUL 13 2020

ADOPTED:___

BY THE CITY ADMINISTRATOR:

Resolution Authorizing Appropriate City of Flint Officials to Do All Things Necessary to enter into change order #1 to MDOT Contract 19-5152, Job No. 130647CON for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements: Construction for Court Street rehabilitation storm sewer additions

BY THE MAYOR:

On January 13, 2020, City Council authorized resolution #200014 to MDOT Contract 19-5152, Job No. 130647CON for the purpose of fixing the rights and obligations of the Construction for Court Street Rehabilitation from Crapo St. to Center Rd, along with water main installation work in the amount of \$4,098,400.00.

Once Court Street was opened during the rehabilitation, it was discovered that the storm sewers were in bad shape. The estimated construction cost to replace said storm sewers is \$439,277.00. The City's match on construction is 18.15%, which equals \$79,729.00 plus potential overruns in the amount of \$10,000.00 for a total additional cost of \$89,729.00. Funding for said services will come from the following account:

202 441 702 001 000	- 3	14 ' O. (P. 1	600 730 00
202-441 702-801 000	(Major Street Fund	389.729.00
202 7.1.702 001.000			QU71127100

IT IS RESOLVED, that appropriate City Officials are authorized to do all things necessary to enter into change order #1 to MDOT Contract No. 19-5152 to add storm sewers on Court Street from Crapo St. to Center Rd., in the amount of \$79,729.00 plus potential overruns in the amount of \$10,000.00 for a total of \$89,729.00 and an aggregate amount of \$4,188,129.00. (Major Street Fund)

APPROVED AS TO FINANCE:

troman sigila

Amanda Trujillo

Interim Chief Finance Officer

ngela Wheeler Chief Legal Officer

APPROVED AS TO FORM:

Clyde Edwards, City Administrator

art

2020-KRN

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 7/1/2020

BID/PROPOSAL#

AGENDA ITEM TITLE: Court Street Rehabilitation, change order #1

PREPARED BY Robert Bincsik, Director of Public Works

VENDOR NAME: State of Michigan (MDOT)

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The purpose of this resolution is to add money to the Court Street Rehabilitation from Crapo Street to Center Rd. This additional money will be used to replace the storm sewer laterals and catch basins. Once the road was opened, it was discovered that the storm sewers were in bad shape. Rather than fix them in the future and tear up the road again, it was decided to replace them while Court St. is under construction.

These changes are contingent on MDOT approval.

FINANCIAL IMPLICATIONS:

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

Dept.	Name of Account	Account Number	Grant Code	Amount
202	Major Street Fund	441.702-801.000		\$89,729.00
		FY21 GRA	ND TOTAL	\$ 89,729.00

PRE-ENCUMBERED? YES NO REQUISITION NO: 20003437
ACCOUNTING APPROVAL: Know &. Troup Date: 7/1/20
WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO [] (If yes, please indicate how many years for the contract) 1 YEAR
OTHER IMPLICATIONS (i.e., collective bargaining): None
STAFF RECOMMENDATION: (PLEASE SELECT): APPROVED NOT APPROVED

DEPARTMENT HEAD SIGNATURE:

Robert Binish

Robert Bincsik, Director of Public Works

Engineering & Surveying Excellence since 1954

June 22, 2020

Mr. Mark Adas, P.E. City Engineer City of Flint 1101 Saginaw Street Flint, MI 48502

Re: Proposal for Professional Services for Court Street – Storm Sewer Additions

Dear Mr. Adas:

Spalding DeDecker (SD) is pleased to provide the following proposal for engineering services associated with the storm sewer addition along Court Street.

PROJECT UNDERSTANDING

Spalding DeDecker (SD) is assisting the City of Flint with Construction Engineering services for the ongoing Court Street project. During construction, SD identified that the existing storm sewer structures and catch basin laterals were in poor shape and could potentially affect the long-term performance of the street rehabilitation. SD reviewed the project financials with MDOT and identified \$203,931.25 in CE phase allocation that had been obligated, but was unused. MDOT confirmed that the unused phase obligation can be moved to construction phase for use on proposed storm sewer rehabilitation at the 81.85% MDOT/Federal match and 18.15% City match. SD also confirmed that the Court Street project is Pro-Rata meaning that eligible expenses above and beyond the obligation amount are authorized.

STORM SEWER REHABILITATION

Option 1

- Replace existing 12-inch catch basin laterals (approximately 3,300 feet)
- Rehabilitate top 2-feet of storm structures

The existing storm structures, at a minimum, will need additional repair beyond the adjustments listed on the plans based on our field review. The 2-foot listed above is based on an average of rehabilitation needed for the structures SD has encountered thus far. The following is the breakdown in cost:

- Construction Cost = \$372,834 (estimated)
 - o 12-inch Storm Sewer = \$75/foot x 3,300 feet = \$247,500
 - Pavement Removal and Replacement = \$73,334
 - o Structure Rehab = \$400/vertical foot x 2-feet (each) x 65 catch basins = \$52,000
- City Match on Construction = \$372,834 x 18.15% = \$67,670
- Additional Construction Engineering = \$55,926
 - o Additional inspection, CE, staking and material testing
- Design Engineering = \$18,642



Engineering & Surveying Excellence since 1954

- Plan submittal for contractor pricing
- Total Option 1 City Cost = \$142,238

Option 2

- Replace existing 12-inch catch basin laterals (approximately 3,300 feet)
- Replace existing catch basins with precast 2-foot catch basin (approximately 65)

The existing storm structures are mostly brick and block and will need attention in the future. Replacing the existing storm catch basins with precast catch basins will ensure that the City's investment in new curb and gutter will last. This option includes the baseline of storm sewer replacement based on SD's field review.

- Construction Cost = \$439,277 (estimated)
 - o 12-inch Storm Sewer = \$75/foot x 3,300 feet = \$247,500

Pavement Removal and Replacement = \$87,777

Structure Replacement = \$1600/each x 65 catch basins = \$104,000

City Match on Construction = \$439,277 x 18.15% = \$79,729

Additional Construction Engineering = \$65,892

o Additional inspection, CE, staking and material testing 5 palains Design Engineering = \$21,964

o Plan submittal for contractor pricing

Total Option 2 City Cost = \$167,585

SCHEDULE

In general, the lead time for storm sewer is around 4 weeks which means the timing for approval is critical to maintain project schedule without delays to current operations. The project completion date would be extended in order to accommodate these additions, but SD will work with the Contractor to ensure extensions are reasonable.

Thank you for the opportunity to submit this proposal, and we look forward to working with the City. If you wish to discuss this proposal or require additional information, please feel free to contact me.

Sincerely,

SPALDING DEDECKER

Jeremy Schrot, PE **Director of Public Services** TOOM



RESOLUTION NO.:_	avvais
PRESENTED:	JUL 13 2020
ADOPTED:	

RESOLUTION TO ACCEPT HAND SANITIZER FROM HONDA INC.

BY THE CITY ADMINISTRATOR:

WHEREAS, The City of Flint intends to accept the donation of Hand Sanitizer for use in public buildings pursuant to MCL 123.905(1).

WHEREAS, The Hand Sanitizer is valued at \$39,340.00 and will be provided at at no cost to the City.

WHEREAS, City Administrator, Clyde Edwards recommends accepting the Hand Sanitizer from Honda Inc. for use at City Hall.

THEREFORE, BE IT RESOLVED that the Flint City Council agrees to accept the donation of Hand Sanitizer from Honda Inc.

Approved as to finance:

Angela Wheeler, Chief Legal Officer

FOR THE CITY OF FLINT:

Approved By CITY Council President

Monica Galloway, City Council President



DONATION AGREEMENT FOR HAND SANITIZER

This Donation Agreement for Hand Sanitizer ("Agreement") is made as of [Date] by and between [Recipient], with a place of business at [Address] ("Recipient") and American Honda Motor Co., Inc. with a place of business at 1919 Torrance Blvd, Torrance, CA, 90501("Honda").

WHEREAS, Honda is the owner of certain goods or materials ("Property") described in the schedule attached hereto; and

WHEREAS, Recipient desires to receive the Property solely for use as stated in the schedule attached hereto; and

WHEREAS, Honda desires to donate the Property to Recipient under the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements contained herein, Honda and Recipient agree as follows:

SECTION 1. TRANSFER OF PROPERTY

Honda will transfer and convey the Property to Recipient. Recipient hereby acknowledges that Honda and its affiliates, including, without limitation, joint ventures such as Fuel Cell System Manufacturing LLC (collectively, "Affiliates"), have made no representations (i) of a guaranteed quantity of the Property to be transferred to Recipient, or (ii) that Honda will donate its entire output of the Property to Recipient under this Agreement.

SECTION 2. WARRANTY

Honda represents and warrants that it is the owner of the Property, possessing full power and authority to transfer and convey the Property. Honda represents and warrants that the Property is free and clear of all liens and encumbrances of every kind and description. Honda and its Affiliates make NO WARRANTY OF ANY KIND with respect to the condition or value of the Property and Honda transfers the same to Recipient on an AS IS BASIS, WITH ALL FAULTS. EXCEPT FOR THE WARRANTY OF TITLE CONTAINED IN THIS PARAGRAPH, HONDA AND ITS AFFILIATES MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE PROPERTY INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.

SECTION 3. DELIVERY

The F.O.B. point for the Property will be as designated in the schedule hereto. If the F.O.B. point is Recipient, Honda will be responsible for transporting the Property to Recipient, including payment of all shipping and transportation charges. If the F.O.B. point is Honda, Recipient will be responsible for picking up the Property from Honda at a mutually agreed upon time, and Recipient will be solely responsible for transporting the Property to Recipient and will pay all shipping and transportation costs associated therewith.

SECTION 4. USE OF PROPERTY

Recipient agrees that it will use the Property solely for the purposes stated in the schedule and strictly in compliance with all applicable federal, state and local laws, rules and regulations. Recipient will

not, nor will it permit any of its employees or agents to sell, nor will it make use of the Property for any other purpose except as specified in the Schedule. To the extent if Recipient gives any of the Property to any other person or entity, Recipient agrees to provide similar instructions for the use of the Property as described on the Schedule to such other person or entity, If, upon disposal, the Property would be classified as a "hazardous waste" under federal or state hazardous waste regulations, Recipient specifically warrants and represents that it will use the Property or any portion thereof only for purposes that are exempt from hazardous waste regulation under federal and state law. Recipient acknowledges that 40 CFR 261.2(e)(2) lists as non-exempt the following purposes: to (i) use in a manner constituting disposal, (ii) use to produce products applied to land, (iii) burn for energy recovery, (iv) reclaim, (v) accumulate speculatively, or (vi) make "inherently waste-like" materials.

SECTION 5. Release on Donated Goods. The Recipient hereby agrees that Honda and its Affiliates are not responsible for any claims and actions that may arise out of or in any way be associated with the Donated Goods, including, without limitation, the condition, use, or consumption of the Donated Goods.

SECTION 6. DISPOSAL OF PROPERTY

Recipient will dispose of any Property that it does not use in accordance with the purposes stated in the Schedule in an appropriate and legal manner, in strict compliance with all applicable federal, state, and local laws and regulations regarding waste disposal.

SECTION 7. AMENDMENT

This Agreement may be amended, changed, and modified only in a writing executed by both the parties.

SECTION 8. SEVERABILITY

If any clause or section of this Agreement is for any reason held to be illegal or invalid, such illegality or invalidity will not affect the remainder of this Agreement.

SECTION 9. CHOICE OF LAW

This Agreement will be governed by and construed under the laws of the state of Michigan.

[Remainder of page intentionally left blank, signatures follow]

IN WITNESS WHEREOF, Honda and Recipient have executed this Agreement on the dates set forth below.

RECIPIENT	HONDA
The state of the s	make a parameter produce (program of the program o
By:	By:
Printed Name:	Printed Name:
Title:	Title:
Hite:	i iiie:
Date:	Date:

DONATION OF PROPERTY AGREEMENT SCHEDULE

Recipient Contact:
Name:
Phone:
Honda Contact:
Name:
Phone:
Plant/Dept.:
Description of Property:
Alcohol Antiseptic 80% Topical Solution - Antiseptic hand rub, non-sterile solution
Description of Use for Property:
If for Health Care Personnel: Health care personnel hand rub to help reduce bacteria that potentially can cause disease. Not fo surgical use or for patient skin preparation. Only for use during the duration of the public health emergency declared by the Secretary of Health and Human Services on January 31, 2020.
If for consumer use: Hand sanitizer to help reduce bacteria that potentially can cause disease. For use when soap and wate are not available. Only for use during the duration of the public health emergency declared by the Secretary of Health and Human Services on January 31, 2020.
F.O.B. Point (check one):
XXX Honda (Recipient to pay transportation charges)
Recipient (Honda to pay transportation charges)
Date of Pick Up/Delivery:
Time of Pick Up/Delivery:
Special Provisions:

The FDA's Emergency Use Authorization (EUA) requires that the antiseptic hand rub be bottled for use by the consumer and tracked to the final user. Please maintain all labels on the containers and use the pumps provided or other appropriate dispensing items with the containers in order to maintain the integrity of the material and lot tracing.

Each container is tracked to the recipient. Any further distribution beyond recipient must be tracked. Honda has provided a template with instructions to be filled in as the antiseptic hand rub is redistributed. Please return the completed tracking sheet to Honda by one of the following methods:

Electronic (preferred) - Email completed Excel file or scanned documents to: Tim_r_jones@ahm.honda.com

Paper – Mail to: American Honda Motor Co., Inc. Attn: Tim Jones 1919 Torrance Blvd MS: 100-2W-4D

Torrance, CA 90501



	RESOLU	TION STAFF REVIEW FO	RM	
TODAY'S D	ATE: 07/8/2020			
BID/PROPO	DSAL# NA			
AGENDA IT	EM TITLE: Resolution to Acc	ept Hand Sanitizer donation	I	
PREPARED Legal Depa	BY Victoria Cooper rtment			
VENDOR N	AME: NA			
BACKGROU	IND/SUMMARY OF PROPOS	ED ACTION:		
	IMPLICATIONS: NA EXPENDITURE? YES [] I	NO x IF NO, PLEASE EXPL	AIN:	
Dept.	Name of Account	Account Number	Grant Gode	Amount

		FY19/20 GRAND T	OTAL	
PRE-ENCI	UMBERED? YES	NO x REQUISITION	NO:	



WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO x (If yes, please indicate how many years for the contract) YEARS
WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: (This will depend on the term of the bid proposal)
BUDGET YEAR 1 NA
BUDGET YEAR 2 NA
BUDGET YEAR 3 NA
OTHER IMPLICATIONS (i.e., collective bergaining): NA
STAFF RECOMMENDATION: (PLEASE SELECT): X APPROVED NOT APPROVED
DEPARTMENT HEAD SIGNATURE:
(PLEASE TYPE NAME, TITLE)



Angela Wheeler <awheeler@cityofflint.com>

Fwd: Contract

Don Lewis <dlewis@cityofflint.com> To: Angela Wheeler <awheeler@cityofflint.com>

Thu, Jul 2, 2020 at 1:59 PM

----- Forwarded message -----

From: Jeff Beck <jeff_beck@hna.honda.com>

Date: Thu, Jul 2, 2020, 1:43 PM

Subject: RE: Contract

To: Don Lewis <dlewis@cityofflint.com>

Hey Don -

Sorry for the delay, just got the info. While there might be a few bottles more or less based on spillage during bottling that could push this a few hundred higher or lower, we have calculated the value at \$39,340.

--leff

From: Don Lewis <dlewis@cityofflint.com> Sent: Wednesday, July 1, 2020 1:13 PM To: Jeff Beck <jeff_beck@hna.honda.com>

Subject: Re: Contract

Thanks

Do you have the value?

On Wed, Jul 1, 2020, 10:42 AM Jeff Beck <jeff_beck@hna.honda.com> wrote:

Hey Don -

If Michigan makes the city more comfortable, that is fine. Please update the contract in the version you send over.

--Jeff

Jeff Beck

Honda North America, Inc. 1001 G Street, NW Suite 950W Washington, DC 20001

Confidentiality Notice: This transmission (including any attachments) may contain confidential information belonging to the sender and is intended only for the use of the party or entity to which it is addressed. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, retention or the taking of action in reliance on the contents of this transmission is strictly prohibited. If you have received this transmission in error, please immediately notify the sender and erase all information and attachments.

[Quoted text hidden]



RESOLUTION NO.:_	20028	
PRESENTED:	JUL 13 2020	
ADOPTED:		

RESOLUTION TO ADOPT MANDATORY COVID-19 TESTING POLICY

BY THE CITY ADMINISTRATOR:

WHEREAS, On Tuesday, March 10, 2020, Governor Gretchen Whitmer declared a State of Emergency after two individuals were confirmed testing presumptively positive for COVID-19. On Thursday, March 12, 2020, Mayor Sheldon A. Neeley declared a local State of Emergency to exist in the City of Flint as a result of the threat of COVID-19. On Sunday, March 15, 2020, effective March 17, 2020, Mayor Neeley, based on the COVID-19 public health threat, closed City Hall to the public. Residents were asked to take precautionary measures. On March 22, 2020, Mayor Neeley, asked residents to participate in a voluntary shelter in place. On March 23, 2020, the City Council approved the continuation of the declaration of a local State of Emergency.

WHEREAS, on March 24, 2020, Governor Whitmer instituted Executive Order 2020-21, a temporary requirement to suspend activities that are not necessary to sustain or protect life prohibiting "in-person" work that is not necessary to sustain or protect life with exceptions for essential and critical infrastructure workers. On April 9, 2020 Executive Order 2020-21 was amended through Executive Order 2020-42, replacing Executive Order 2020-21, with an expiration date of April 30, 2020 at 11:59 p.m.

WHEREAS, on April 24, 2020, Executive Order 2020-59 was implemented replacing order 2020-21 and extending the Stay Home Stay Safe order to May 15, 2020. On May 1, 2020, Executive Order 2020-59 was rescinded and replaced by Executive Order 2020-70. Executive Order 2020-70 requires businesses, operations, and government agencies that remain open for in-person work to adhere to sound social distancing practices and measures, followed by subsequent orders 2020-69 and 2020-96.

WHEREAS, On June 1, 2020, Governor Whitmer instituted Executive Order 2020-110 (temporary restrictions on certain events, gatherings, and business) in order to reaffirm, clarify and extend the suspension of activities not necessary to sustain or protect life. The order took immediate effect and remains in effect, with subsequent additions outlined EO 2020-115, and limited expansion of applicability for Regions 6 and 8 that became effective June 5, 2020.

WHEREAS, The City of Flint intends to protect the rights of public servants and employees by adopting policies and procedures regarding testing to protect the health, safety and welfare of all



RESOLUTION NO.:

1	PRESENTED;
	ADOPTED:
City employees and the public by requiring employee 19.	es working in person to be tested for COVID-
WHEREAS, The City has prepared a policy policy is attached.	cy for Mandatory COVID-19 Testing. The
WHEREAS, The City Administrator, recom Testing Policy.	nmends adopting the Mandatory COVID-19
THEREFORE, BE IT RESOLVED that Administrator to do all things necessary to adopt the	the Flint City Council authorized the City Mandatory COVID-19 Policy.
APPROVED AS TO FORM: Angela Wheeler, Chief Legal Officer	
FOR THE CITY OF FLINT:	APPROVED BY CITY COUNCIL:
Clyde D. Edwards, City Administrator	Monica Galloway, City Council President



City of Flint

Human Resources and Labor Relations Dept.

COVID-19 TESTING FOR CITY EMPLOYEES RETURNING TO IN-PERSON WORK

City of Flint employees who work in-person and who have COVID-19 pose a direct threat to the health and safety of their fellow employees and the general public. To safely re-open City Hall and other City facilities to the public, the City of Flint must take reasonable steps to ensure that employees who work in-person have not contracted COVID-19. The following temporary work rules will apply to all employees:

1. Definitions:

- a. In-Person Work, Working In-Person: "In-Person Work" or "Working In-Person" occurs when an employee either works at a City of Flint facility during their work shift, must report to a City of Flint facility at least once per work shift, or when a City of Flint employee otherwise has regular contact with the public as part of their regular job duties.
- b. **Employees:** All classified and unclassified employees of the City of Flint, and all contract employees whose regular work site is a City of Flint facility.
- c. **COVID-19 Test:** COVID-19 diagnostic testing approved by the FDA and administered by a licensed medical provider. This does not include antibody/antigen testing.
- d. **Health Screening:** Questionnaires and/or testing, as approved by the City, to verify that employees have likely not contracted or been exposed to COVID-19.

2. Mandatory COVID-19 Testing for All Employees:

- a. All Employees who are working in-person when this policy goes into effect must either:
 - i. undergo a COVID-19 test and receive a negative result within one week (5 business days) of this policy going into effect; or
 - ii. have undergone a COVID-19 test and have received a negative result (A) within the 28 days prior to this policy going into effect, or (B) prior to this policy going into effect have undergone a COVID-19 test and received a negative result AND have undergone regular (at least weekly) health screenings since receiving a negative test result.

- b. All Employees returning to in-person work after an absence of two calendar weeks or more (for any reason whatsoever, including but not limited to working remotely, work-related travel, PTO, FMLA leave, voluntary or medically-recommended isolation, or any other similar reason), must undergo a COVID-19 test and receive a negative result, before returning to work. This test must be performed no more than three (3) business days prior to the employee's return to in-person work.
- c. An employee may also be required by their supervisor to be undergo a COVID-19 test if, in the past fourteen (14) days, the employee has been in close contact with a person known to have a confirmed case of COVID-19.

3. Documentation/Reporting

- a. Employees must provide documentation of a timely and negative COVID-19 test result to their supervisor upon their return to in-person work.
- b. Supervisors shall forward that documentation to the HR/LR department.
- c. All COVID-19 test reports received by the City of Flint shall be deemed private and confidential. Such results shall not be released under the Freedom of Information Act and shall be deemed exempt from disclosure pursuant to MCL 15.243(1)(a) and (l).
- 4. Compensation: Time spent receiving a COVID-19 test pursuant to this policy shall be compensable. Employees who are currently working in-person should arrange with their supervisors a time to undergo a COVID-19 test during their normal work hours, if possible. Employees returning to in-person work should submit their time to their immediate supervisor.
- 5. **Positive Test Result:** Employees who test positive for COVID-19 should immediately notify their supervisor and should NOT return to in-person work. Employees and supervisors should instead follow the appropriate City policies and CDC/MDHHS/GCHD guidelines.

6. Penalties for Refusal to Undergo/Provide Documentation of COVID-19 Testing

- a. Refusal by an employee to undergo COVID-19 testing as set forth herein and/or provide documentation of a negative COVID-19 test result on returning to inperson work shall result in an immediate, unpaid suspension.
- b. If an employee does not undergo COVID-19 testing and/or provide documentation of COVID-19 test result within five (5) business days of being suspended as described above, the employee shall be terminated.

7. Effective Date: This policy goes into be reviewed by Human Resources on	effect three days after the date listed below and will a monthly basis for any revisions.
Presented:	
Adopted:	
Resolution:	
Department:	
Last Revised:	_

ORDINANCE NO.

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.

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

Sec. 1. That the provisions of 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), which shall read in its entirety as follows:

(DD) THE CITY ACKNOWLEDGES

MICHIGAN LIMITED LIABILITY **COMPANY** (THE "OWNER") HAS OFFERED, SUBJECT TO RECEIPT OF AN **AUTHORITY-AIDED** OR FEDERALLY-**AIDED MORTGAGE** LOAN AND/OR ALLOCATION OF LOW INCOME HOUSING TAX CREDITS FROM THE MICHIGAN STATE HOUSING AND DEVELOPMENT AUTHORITY ("MSHDA"), TO OWN AND **OPERATE** A HOUSING **PROJECT IDENTIFIED** AS "ORCHARD **LANE** APARTMENTS" (THE "PROJECT") CERTAIN PROPERTY LOCATED IN THE CITY TO SERVE PERSONS AND FAMILIES OF LOW INCOME, AND THAT THE SPONSOR HAS OFFERED TO PAY THE CITY ON ACCOUNT OF **THIS** HOUSING DEVELOPMENT AN ANNUAL SERVICE CHARGE FOR PUBLIC SERVICES IN LIEU OF AD VALOREM TAXES.

THE CITY ACKNOWLEDGES THAT THE SPONSOR SHALL BE AFFORDED TAX

BENEFITS OF PAYING A SERVICE CHARGE IN LIEU OF AD VALOREM TAXES (BUT NOT IN LIEU OF PAYMENT OF SPECIAL ASSESSMENTS INCLUDING, BUT NOT LIMITED TO, THE STREET LIGHTING SPECIAL ASSESSMENT). THE CITY FURTHER ACKNOWLEDGES THAT THE SPONSOR FITS WITHIN THE CLASS AS DESCRIBED IN §18-4.3 BELOW. ANNUAL SERVICE CHARGE FOR THE CLASS OF PERSONS OF LOW AND MODERATE INCOME SHALL BE EQUAL TO FOUR PERCENT (4%) OF THE ANNUAL **SHELTER** RENTS. **EXCLUSIVE** CHARGES FOR GAS, ELECTRICITY, HEAT, OR OTHER UTILITIES FURNISHED TO THE OCCUPANTS, INCLUDING THE PORTION OF **RENT PAYABLE UNDER**

THE ANNUAL SERVICE CHARGE SHALL NOT EXCEED AD VALOREM PROPERTY TAXES THAT WOULD BE ASSESSED OR PAID ABSENT THIS TAX EXEMPTION.

Sec. 2. This ordinance shall become effective immediately upon publication.

Adopted this	day of
	2020 A.D.
Sheldon A. Neeley, Mayor	686
APPROVED AS TO FOR	M:
Higela Warreler (iun 25, 2020 (8 45 (D*)	

Angela Wheeler, Chief Legal Officer

Orchard Lane PILOT vs. Tax Comparisons

\$37,700.00 \$11,477.00 1) Current taxable value:

2) PILOT estimation

DIFFERENCE BETWEEN PILOT AND TAXES:

\$39,959.50 per year

Based on the Schedule of Rents provided by Communities First, Inc., at 100% occupancy, given its rental rates for households at 30%, 40%, and 60% of AMI, the total annual rent potential for the 45 units is \$286,946.00.

	One Bedroom Two Bedroom	wo Bedroom	
Market Rent	\$500	\$600	
Number of Units	16	29	
	\$8,000	\$17,400	
Monthly Income	\$25,400		
Yearly Income	\$304,800		
Vacancy/Loss (10%)	(\$30,480)		
Potential Gross Income	\$274,320		
Expenses	(\$123,444)		
Net Operating Income	\$150,876		
Cap Rate of 10%	\$1,508,760		
SEV/TV	754,380		
Potential Taxes	\$51.436		

PAYMENT IN LIEU OF TAXES (PILOT) APPLICATION



CITY OF FLINT

1101 S SAGINAW ST. FLINT, MI 48502 TEL: 810-766-7436

PURPOSE

To administer the City of Flint Code of Ordinances 18-4.1 to 18-4.8, establishing a class of housing developments pursuant to the State Housing Development Authority Act of 1966, known as Act 436 of the Acts of 1966, being MCLA §§ 125.1401 et seq., as amended, which are exempt from property taxes, paying instead a service charge to be paid in lieu of taxes (PILOT) by any or all classes of housing exempt from taxation under this Act at any amount it chooses, but not to exceed the taxes that would be paid for if not for this Act.

The City acknowledges that serving persons of low income is a public necessity, and as such the City of Flint will be benefited and improved by such housing, the encouragement of the same by providing certain real estate tax exemption for such housing is a valid public purpose. The applicant for a PILOT is affirming that the economic feasibility of this housing development is reliant on this requested tax exemption.

Furthermore, in considering this application for PILOT, the evaluators of such request shall consider that the community shall be developed in a manner consistent with the adopted Master Plan and Consolidated Action Plan. Evaluation of the application should take into consideration maintaining the overall goals and objectives set forth in these plans.

ELIGIBILTY

- 1) Applicant must be a nonprofit housing corporation, consumer housing cooperative, limited dividend housing corporation, mobile home park cooperative or mobile home park association, and must be financed with a federally-aided or Michigan State Housing Development Authority (MSHDA) aided mortgage or advance or grant from MSHDA.
- PILOT has been requested during the planning stage of the project; any development project under construction at the time of application is not eligible to apply for, or to receive, a PILOT.
- 3) The applicant must own the property or have an option or other right to purchase the property under consideration and provide in application.
- Housing development must contain a minimum of 51% affordable units.
- 5) Project includes a Low Income Housing Tax Credit (LIHTC) allocation.
- 6) The property is not designated as a Brownfield or 5/50 property.
- 7) All parcels that are separate have been combined through proper City channels.

PROCESS

1) Mandatory Pre-Application Conference: This will be a meeting of all applicable City Departments to include:

City Administrator

City Planner

City Engineer

City Treasurer

City Assessor

Chief Building Official

Community and Economic Development Staff

Representatives of applicant development team

This meeting will serve to familiarize all parties with the scope of the project and any issues that may exist. The applicant will also be familiarized with the PILOT process and policies.

2) Submission of Application: Application form must be complete and packet of required supporting documentation assembled based upon requirements set forth in the application. Any additional concerns or items that were discussed in the Pre-Application Conference should also be addressed. Application forms are available on both the City of Flint website and in the Department of Community and Economic Development.

One original and one electronic copy shall be submitted no later than seven (7) weeks before the Regular City Council meeting, which are typically held on the 2nd and 4th Mondays of each month.

3) Internal (Administrative) Review: An internal review will occur, resulting in either Administrative approval within three (3) weeks or return to the applicant for corrections.

Applications will be scored on a scoring matrix as attached in this application.

Administrative approval will move the application forward to an ordinance amendment that will be placed on the Government Operation Committee meeting agenda.

- 4) Council Committee Review: Meetings are held the Wednesday prior to the Regular City Council meeting. The developer is required to be in attendance at this meeting to answer any questions the committee may have.
- 5) **Review by City Council:** Once committee approval is obtained, the ordinance amendment will proceed to the following Regular City Council Meeting (the Monday following committee). The developer is required to be in attendance at this meeting.
- 6) **Approval:** If the PILOT application is approved by resolution of the City Council, a certified copy of the resolution and a copy of the minutes will be provided to the applicant. Additionally, digital copies will be provided to all applicable City Departments.

*Note: All applicants are required to file their MISDA affidavit with the City Assessor by November 1 of the year before the PILOT is to take effect.

APPLICATION REQUIREMENTS

- 1) Completed Application Form
- 2) Narrative:
 - a. Background information:
 - i. Development experience of team

Please see attached resume for Communities First, Inc. ("CFI")

ii. Describe the corporate partnership structure

Please see attached proposed organization chart.

- b. Describe the proposed Project (include the following sections): We are requesting a 4% PILOT. CFI proposes to acquire Orchard Lane apartments, located at 2709 Orchard Lane Dr., Flint, Michigan (the "Development"). The proposed Development is comprised of forty-five (45) one- and two-bedroom apartment rental units. The Development suffers from high vacancy rates due to eight (8) down units and various deferred capital maintenance needs. CFI, a 501(c)3 nonprofit corporation based in Flint, Michigan, whose mission is to build healthy, vibrant communities through economic development, affordable housing, and innovative programming, will immediately repair all health and safety property needs and bring the down units back on line to rent to low and moderate income individuals and families in Flint, Michigan.
- i. Intended usage/target market Low and moderate income individuals and families in Genesee County.
- ii. Economic impact The Development currently suffers from high vacancy and is in danger of becoming housing of last resort that with a tenant based that is a detriment to the neighborhood and nearby businesses. The Development is located near a desirable commercial corridor (Ballenger Highway and Flushing Road) and many business, employment, and recreation amenities and will provide a beneficial long term economic impact to local businesses in the immediate area and greater Flint. Additionally, the project will likely utilize jobs for property a management job and positions for maintenance staffing and contracts.
- **iii. Environmental impact (to include any mitigation actions taken)** Prior to financing, we will complete a Phase I ESA, but we do not expect there to be any Recognized Environmental Conditions.
- iv. Impact on City infrastructure (transportation and utilities) The Development is existing multifamily housing that currently utilizes public utilities. CFI encourages residents to utilize public transportation and strives to Increase walkability in all our developments. This project will help make Flint more attractive for business investment and people by providing decent, safe, sanitary, and affordable housing options to residents. Additionally, increasing affordable housing options for residents of Flint will reduce strain on health services impacted by COVID-19 by providing a reliable place for residents to practice safe-distancing.
 - v. Impact on City services (police, fire, EMS, code enforcement) CFI expects the

local area to be much safer and to incentivize investment by homeowners and business owners in and around the neighborhood. Increasing the density with quality affordable housing options will help activate the area with more residents to deter nearby criminal activity and utilize local businesses and other—amenities. We expect nearby property values to increase and more local investment and activity, enlarging the tax base and providing more resources for City services.

vi. Square footage of the building and land to be renovated - The total square footage has not been determined.

vii. Architectural renderings to include the number and type of units— The unit mix includes sixteen (16) one-bedroom units and twenty-nine (29) two-bedroom units. The Development is an existing multifamily acquisition and

viii. Any other information to fully explain the project

c. Describe the marketing of the project, clearly identifying the intended market. If the project is speculative, how long is full occupancy expected to take and who will be the property manager?

The Project will be marketed through local media advertising, as well as word of mouth. Given current demand for housing in Flint, we expect full occupancy in the first two months following the down unit repairs.

- d. Briefly describe the ownership and tax information for this project:
- i. State the location or the proposed project to include street address, parcel ID, and the legal description. Parcel ID: 40-11-351-002 and 40-11-303-001; Legal Description: Lots 48 through 58, inclusive, Block 1, and Lots 29 through 31, inclusive, Block 3, Mott Park, City of Flint, Genesee County, Michigan, as recorded in Liber 20 of Plats, Page 28.

Address: 2645 and 2709 Orchard Lane, Flint, MI 48504

- ii. Name of the property owner at the time of application. NINE8 Capital, ELC.iii. If the applicant is not the current owner of record, attach a valid option to purchase.See Attached Purchase and Sale Agreement, dated April 20, 2020.
- iv. Describe any and all financing, options, and liens on the property. We are not aware of any liens on the property. We plan to finance the acquisition and immediate repairs through a combination of HOME funds, conventional loan, and equity.
- v. State the current assessed value of the property. According to the Flint Property Portal, the State Equalized Value is \$280,500.00.
- vi. Are any assessments currently under appeal? If yes, describe. We are not aware of any assessment appeals.
- e. Provide a detailed development pro forma outlining proposed hard, soft and financing costs associated with the development. Pro forma must also identify all sources of financing and terms, including Applicant equity, construction, and permanent financing, as well as any government assistance. Proposals must contain detailed cost breakdowns. Please see attached sources and uses of funds.

- f. Provide a detailed operating pro forma. This must include all anticipated major revenues and expenses for the full term of the requested PILOT. Please see attached 15-year operating proforma. A longer term forecast proforma can be provided upon request.
- g. Provide a detailed schedule of rents and income limits of lessees Please see attached rent schedule with income targeting and unit mix.
- h. Provide housing market data to show demand.

See Imagine Flint Master Plan. We have not done a market study but given current demand for rental units in the area and Flint as well as the COVID-19 crisis, there is adequate demand for the multifamily apartments.

- i. State a proposed timeline for the Project to include:
- i. Closing of the loan or contributing financing August 2020
- ii. First expenditure of funds with regards to the project August 2020
- iii. Anticipated date construction will begin August 2020
- iv. Anticipated date of completion September 2020
- j. Describe any potential conflicts of interest the applicant or any guarantor may have with any City Personnel or City Council members. We are not aware of any conflicts of interest.
- k. To receive application bonus points, address the following:
- i. Mixed use (PILOT ONLY applies to housing- not commercial SF) The proposed Development is not mixed used.
- ii. Energy efficiency and green practices CFI plans to install energy efficient features where necessary
 - iii. Neighborhood and block club outreach (Full list of outreach done)

Due to the COVID-19 crisis, CFI has not been able to conduct any physical or in-person outreach but we are constantly in communication with City and neighborhood stakeholders, including the nearby Ballenger Highway Neighborhood Association.

iv. External amenities (walk score, proximity to transit, jobs, etc.)

The property's Walkscore is 75 and within close distance to several business and employment amenities, including McLaren Hospital and a grocery store. Additionally, the Development is near Berkley Place Apartments. a 33 unit multifamily development under construction. These two developments will provide investment leverage to create a dynamic and prosperous corridor northwest of downtown Flint.

I. Include a copy of the completed MSHDA application for Low Income Housing Tax Credits (LIHTC) within thirty (30) days of submittal to MSHDA.



(APPLICATION FORM ON NEXT PAGE- ATTACH APPLICATION FORM TO THE REQUIRED NARRATIVES AND SUPPORTING DOCUMENTS)

PAYMENT IN LIEU OF TAXES (PILOT) APPLICATION CITY OF FLINT

APPLICANT INFORMATION

ENTITY NAME	Communities First, Inc. on behalf of OL LDHA LLC or another entity to be formed
REPRESENTATIVES NAME	Glenn A. Wilson
ADDRESS	415 West Court Street, Flint, MI 48503
TELEPHONE NUMBER	810 422 5358
E-MAIL ADDRESS	gwilson@communitiesfirstinc.org

GUARANTORS INFORMATION

ENTITY NAME	Communities First, Inc.
ENTITY PRINCIPAL	
ADDRESS	415 West Court Street, Flint, MI 48503
TELEPHONE	810 422 5358
NUMBER	
E-MAIL ADDRESS	gwilson@communitiesfirstinc.org

PROJECT INFORMATION

PROJECT NAME	Orchard Lane Apartments
ADDRESS OF PROJECT	2709 Orchard Ln. Dr.
PARCEL ID	40-11-351-002 and 40-11-303-001

LEGAL DESCRIPTION	Lots 48 through 58, inclusive, Block 1, and Lots 29 through 31, inclusive, Block 3, Mott Park, City of Flint, Genesce County, Michigan, as recorded in Liber 20 of Plats, Page 28.
	Address: 2645 and 2709 Orchard Lane, Flint, MI 48504

DEVELOPMENT TEAM

APPLICANT PRIMARY POINT OF CONTACT	Communities First, Inc.
ARCHITECTURAL FIRM	N/A
CONSTRUCTION PROJECT MANAGER	TBD
GENERAL CONTRACTOR FOR PROJECT	TBD

Applicant is to attach items a-l as required in the narrative portion of the application.

- a. Background information See Above
- b. Project description See Above
- c. Project marketing/target market See Above
- d. Ownership description/tax information See Above
- e. Detailed development pro forma Attached
- f. Operating pro forma Attached
- g. Schedule of rents/income levels Attached
- h. Housing market data supporting demand See Above
- i. Proposed project timeline See Above
- j. Conflicts of interest See Above
- k. Application bonus point items See Above
- I. MSHDA application for LIHTC credits $\ \ N/A$

Last edit date: 4/20/2020

Property: Orchard Lane Apartments

Proforma Rents	CFI Proforma	FY 2022		\$ per unit Total \$	453 1,813	577 6,928	458 1,833			563 5,071			,		•	Ŧ	23,912	286,946
<u>G</u>				Total (\$)	1,813	6,928	1,833	2,359	1,833	5,071	1,947	2,129	e 53	1		,	23,912	286,946
			¥	per unit (\$)	453	277	458	290	458	563	487	532	ı	•	,	ı	THE RESERVENCE OF THE PERSON O	T .
				per unit (\$)	453	211	458	590	458	563	487	532	ı	i	ı	F		
				# of units	4	12	4	4	4	o	4	4					45	
				Unit iype	1BR / 1BA (2 HOME Units)	2BR / 1BA (1 HOME Unit)	1BR / 1BA	2BR / 1BA	1BR / 1BA	2BR / 1BA	1BR / 1BA	2BR / 1BA					Total:	Annual Total:

Orchard Lane Apartments Flint, MI

SOURCES & USES OF FUNDS	S Summary
SOURCES	
City HOME	300,000
City HOME Tranfer from GM	129,585
Conventional Loan	570,415
TOTAL SOURCES	\$1,000,000
USES	
Acquisition of Land and Buildings	825,000
Property Upgrades	125,000
Soft Costs	50,000
TOTAL USES	1,000,000

RESIDENTIAL Property: Orchard Lane Apartments Flint, MI

Infator Annual Rental Income 2,00% Annual Non-Rental Income 2,00% Residential Vacancy Loss 8,00% Total Project Revenue Expenses Management 3,00% Administration 3,00% Water & Sewer 3,00%		negn In	_			_							_		_	_	
	Inflator	Year	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
	2.00%	9	286,946	292,685	298,538	304,509	310,599	316,811	323,147	329,610	336,203	342,927	349,785	356,781	353,916	371,195	378,519
	2.00%	9	3,500	3,570	3,641	3,714	3,789	3,864	3,942	4,020	4,101	4,183	4,266	4,352	4,439	4,528	4,618
ict Revenue	6.00%	ę	22,956	23,415	23,883	24,361	24,848	19,009	19,389	19,777	20,172	20,576	20,987	71,407	71,835	22,27	22,717
n tricity			267,490	272,840	278,297	283,863	289,540	301,667	307,700	313,854	320,131	326,534	333,065	339,726	346,520	353,451	360,520
n tricity									•	***************************************							
***************************************			12,773	13,156	13,551	13,957	14,376	14,807	15,252	15,709	16,180	16,666	17,166	17,681	18,211	18,758	19,320
			16,916	17,423	17,946	18,485	19,039	19,610	20,199	20,805	21,479	22,072	22,734	13,416	24,118	24,842	25,587
	3.00%	9	4,330	4,460	4,534	4,732	4,873	5,020	5,170	5,325	5,485	5,650	5,819	5,994	6,174	6,359	6,550
	3.00%	ę	41,760	43,013	44,303	45,632	47,001	48,411	49,864	51,360	\$2,900	54,487	56,122	57,806	59,540	61,326	63,166
Operating & Maintenance 3.00%			47,316	48,735	50,198	51,703	53,255	54,852	55,498	58,193	59,938	61,737	63,589	65,496	67,461	69,485	71,570
Real Estate Taxes 3.00%			8,823	9,087	9,360	9,641	9,930	10,228	10,535	10,851	11,176	11,512	11,857	12,213	12,579	12,956	13,345
			17,100	17,613	18,141	18.686	19,246	19,824	20,418	21,031	21.662	22,312	22,981	23,670	24,381	25,112	25,B65
Payroll & Benefits 3.00%			48,252	49,700	51,191	52,726	54,308	55,937	57,615	59,344	61,124	62,958	64,847	66,792	68,796	70,860	72,985
Total Operating Expenses			200,974	207,003	213,213	219,609	226,198	232,984	239,973	247,172	254,587	262,225	240,092	278,194	286,540	295,137	303,991
Net Operating Income			66,516	65,837	65,084	64,233	63,342	68,683	67,727	66,582	65,544	64,305	62,973	61,531	59,980	58,314	56,529
Rep. Reserve 2.00%			13,500	13,770	14,045	14.326	14,613	14,905	15,203	15,507	15,817	16,134	15,456	16,786	17,121	17,464	17,813
Net Operating Income			53,016	52,067	51,038	49,927	48,729	53,778	52,524	51,175	49,726	48,175	46,516	44,746	42,859	40,850	38,716
Primary Debt Service		ļ	36,130	36,130	36,130	36,130	36,130	36,130	36,130	36,130	36,130	36,130	36,130	35,130	36,130	36,130	36,130
Cash Flow			16,886	15,937	14,908	13,797	12,599	17,648	16,394	15,044	13,596	12,045	10,386	8,615	6,728	4,720	2,586

Proposed Organization Chart for Orchard Lane Apartments



Purchase and Sale Agreement

This Purchase and Sale Agreement ("Agreement") is made and entered into this 20th day of April, 2020, ("Effective Date") by and between Communities First, Inc., a Michigan nonprofit corporation or entity to be formed by Communities First, Inc. ("Purchaser"), whose address is 415 W. Court St., Flint, MI 48503 and NINE8 CAPITAL, LLC (the "Seller"), whose address is 20930 Michael Court, St. Clair Shores, MI 48081. The parties agree as follows:

- 1. <u>Property Description</u>: The real property being sold by Seller and purchased by Purchaser is located in the City of Flint, County of Genesee and State of Michigan, which is legally described in the attached Exhibit A ("Real Property") and includes all property reserves.
- 2. <u>Fixtures and Improvements Included</u>: The following shall be included in the sale: All furniture, fixtures, and equipment now existing on the premises ("Personal Property").
- 3. <u>Fixtures and Improvements Not Included</u>: The following personal property shall not be included in the sale, and Seller reserves the right to remove the following items prior to delivering possession to Purchaser: NONE.
- 5. <u>Purchase Price</u>: The Purchase Price is Eight Hundred Twenty-Five Thousand Dollars (\$825,000.00).
- Method of Payment: The Purchase Price shall be paid in full by cash or electronic wire of funds by Purchaser at time of closing.
- 7. <u>Consummation of Purchase</u>: The purchase shall be consummated by delivery of warranty deed conveying marketable title subject to restrictions, easements, and zoning ordinances of record, or that are apparent upon physical examination of the Real Property.
- 8. Inspection Period. Purchaser shall have ninety (90) days from the execution of this Agreement ("Inspection Period") to conduct such investigations and tests and obtain such approvals and assurances, as Purchaser deems appropriate in order to determine whether the Real Property is suitable for Purchaser's intended use(s). Within five (5) days following the execution of this Agreement, Seller shall provide to Purchaser the following documentation in Seller's possession or control which relates to the Property: i) current title reports on the Real Property, including all exception documents; ii) copies of leases and other agreements, contracts, warranties, reports, rent rolls, financial statements, and other materials regarding the Real Property and Seller's ownership of the Real Property; iii) all surveys, geological studies and reports, soil reports, grading plans, environmental reports, Phase I and Phase II Environmental Site Assessment Reports and Studies, Property Insurance, contracts with consultants and contractors that have provided work on the Real Property, and other documents and reports regarding the physical condition of the Real

Property; iv) allow Purchaser to enter and inspect the Real Property as required to satisfy the Purchaser. If Purchaser, in its sole discretion is not satisfied for any reason with the results of its inspections and investigations, Purchaser may terminate this Agreement at any time during the Inspection Period, upon notice to Seller, whereupon neither party shall have any further obligation to the other except for those matters, if any, that survive the termination of this Agreement and Purchaser shall receive a full refund of the Earnest Deposit.

9. <u>Property Inspection</u>: Purchaser acknowledges:

- A. That Purchaser has personally inspected and approved the Real Property, buildings, layout and location thereof, and all Personal Property included;
- B. That Purchaser accepts both the Real Property, buildings thereon, and all Personal Property, in their present condition, "as is;"
- That Seller has never lived on the Real Property and will not be making a Seller's Disclosure Statement;
- D. That Seller makes no representations and gives no warranty concerning the condition of the Real Property or building thereon, or the condition above ground or below ground of the Personal Property included with the Real Property.
- 10. <u>Title Evidence</u>: As evidence of title, Seller, at Seller's expense, agrees to furnish Purchaser as soon as possible with a title commitment in an amount not less than the purchase price, bearing a date later than acceptance hereof. At closing, Seller agrees to furnish Purchaser with a title insurance policy conforming to the amount hereof and guarantying the title in the condition required for performance hereof.
- 11. <u>Title Objections</u>: If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, Seller shall have 30 days after receiving written notice to remedy the claimed defects. After 30 days, Seller will refund the deposit in full termination of the contract if Seller is unable to furnish marketable title. If the Seller remedies the title, the Purchaser agrees to complete the sale within 10 days of written notification thereof.

12. <u>Warranties of Seller</u>: Seller represents and warrants to Purchaser:

A. Seller has the full right, power and authority to convey the Real Property as provided in this Agreement and to carry out Seller's obligations hereunder, and all requisite action necessary to authorize Seller to enter into this Agreement and to carry out its obligations hereunder have been, or by the Closing will have been, taken. The person signing this Agreement on behalf of Seller is authorized to do so.

- B. There is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against Seller which, if adversely determined, could interfere with the consummation of the transaction contemplated by this Agreement.
- C. Seller is solely responsible for any and all consents, waivers, approvals, or authorizations required to be obtained from any partner.
- D. Seller has no notice or knowledge of
 - i any planned or commenced public improvements that might result in special assessments or otherwise directly and materially affect the Premises or the personal property;
 - ii any government agency or court order requiring repairs, alterations, or corrections of any existing conditions;
 - any request by an insurer or a mortgagee of the Premises requiring repairs, alterations, or corrections of any existing conditions; or
 - iv any structural or mechanical defects in the Premises or the personal property.
- E. During the interim between the signing of this Agreement and the closing, Seller will continue to operate the apartments and maintain the Premises in the same manner as Seller has operated the apartments and maintained the Premises for the past 12 months.
- F. The representation and warranties of Seller shall survive Closing.
- 13. <u>Warranties by Buyer:</u> Buyer warrants to Seller and shall certify to Seller at the closing as follows:
 - A. Buyer is a Michigan nonprofit corporation in good standing in the State of Michigan.
 - B. Buyer has full authority to enter into and perform this Agreement in accordance with its conditions, without breaching or defaulting on any obligation of Buyer to any partners or third parties.
 - C. Except as disclosed in this Agreement, Buyer is not a party to any agreement or otherwise bound under any obligation with or in favor of any other party who has any interest in the Premises or the personal property or the right to purchase or lease the Premises or the personal property.
- 14. Taxes and Assessments: Seller shall pay any back taxes due and owing and shall pay all taxes and assessments which first become due before the Effective Date. Purchaser shall

- pay taxes and assessments which first become due after the Effective Date. Current year taxes shall be prorated to the Effective Date, same as having been paid in advance on a calendar year basis.
- Closing Costs: Seller to pay the escrow closing fee due to Cinnaire Title Company ("Title Company") and its own counsel and/or other professional fees; Purchaser to pay recording fees, state and county transfer tax, and its own counsel fees to the Title Company. Seller reserves the right to choose their own title company.
- 16. Closing Date: Purchaser and Seller will close the sale no later than 30 days after the Inspection Period; Purchaser has the right to extend the Closing date three (3) times for 30 days each time. Purchaser shall deposit a non-refundable Five Thousand Dollars (\$5,000) with Title Company, for each 30-day extension which shall be applied to the Purchase Price
- 17. <u>Earnest Deposit</u>: Purchaser shall deposit the sum of Fifteen Thousand Dollars (\$15,000) with Title Company, within five (5) business days after the Effective Date, the receipt of which will be acknowledged by Seller. Earnest Deposit shall be applied to the Purchase Price. Purchaser and Seller agree that Earnest Deposit is fully refundable during the Inspection Period and the Earnest Deposit is non-refundable after the Inspection Period.
- 18. Occupancy: At closing, Seller will provide Purchaser with possession of the Real Property and the Personal Property.
- 19. <u>Default of Purchaser</u>: In the event of default of Purchaser, Seller may enforce the terms of the contract hereof, or in the alternative, Seller may cancel the contract and declare a forfeiture hereunder and retain the earnest deposit as liquidated damages.
- 20. <u>Default of Seller</u>: In the event of default by Seller, Purchaser may enforce the terms of the contract hereof, or in the alternative, Purchaser may cancel the Agreement, and declare an immediate refund of Purchaser's Earnest Deposit in full termination of this agreement.
- 21. <u>Heirs and Successors</u>: This contract binds Purchaser, Seller, their personal representatives and heirs, and anyone succeeding to their interest in the property.
- 22. <u>Assignment</u>: Purchaser may assign this Agreement and Purchaser's rights under it to an affiliate entity for which Purchaser has control.
- 23. <u>Broker</u>: Purchaser and Seller acknowledge that no Broker is involved in this transaction and no broker commission(s) shall be paid.
- 24. <u>Complete Agreement</u>: This agreement supersedes any and all understandings and agreements and constitutes the entire agreement between the parties hereto, and no oral representation or statements shall be considered as a part hereof.

- 25. <u>Arbitration</u>. The parties agree to arbitration as follows:
 - A. All disputes, controversies, or claims arising out of, in connection with, or relating to this Purchase Agreement or any breach or alleged breach of the Purchase Agreement, and any claim that Seller violated any state or federal statute (including discrimination/civil rights claims) or Michigan common law doctrine or committed any tort regarding Purchaser in relation to this Purchase Agreement shall, upon the request of the party involved, be submitted to and settled by arbitration in the State of Michigan under the applicable rules then in effect of the American Arbitration Association (or at any other place or under any other form of arbitration mutually acceptable to the parties involved). The parties specifically agree to arbitration with the other party in a joint proceeding for all common issues and disputes. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.
 - B. Notice of the demand for arbitration shall be filed, in writing, with the other party to this Purchase Agreement and with the American Arbitration Association.
 - C. Notwithstanding any contrary provision of any statute of limitation, any claim by Purchaser against Seller, including: tort claims, breach of contract (express or implied), fraud, or breach of warranty (express or implied), violations of any federal, state, or other governmental law, statute, regulation, or ordinance, or claims based on any other legal or equitable theory, must be brought (by demanding arbitration on any such claim) no later than 1 year from the closing date of the sale contemplated by this Purchase Agreement.
 - D. The parties may elect to be represented by an attorney or other representative of their choice.
 - E. Each party shall have the right to prehearing discovery in the time and manner provided by the then-applicable Michigan Court Rules.
 - F. Each party shall have the right to subpoena witnesses and documents for the arbitration hearing.
 - G. The arbitrator shall have no power to add to, subtract from, or alter the terms of this Agreement, and shall render a written decision setting forth findings and conclusions only about the claims or disputes at issue. The expenses of any arbitration shall be born ½ by Seller and ½ by Purchaser. Each party shall pay for and bear the costs of its own experts, evidence, and counsel fees.
 - H. The arbitration shall be before one arbitrator, who is licensed to practice law in the State of Michigan, selected by Seller and Purchaser, as they agree, but if they cannot agree on an arbitrator, then the arbitrator shall be selected by a court of competent jurisdiction with the requirement that the arbitrator is a retired judge from outside of Genesee County.

The arbitration shall take place in the State of Michigan in the County in which this contract was signed.

I. Any award by the arbitrator shall be final and conclusive upon the parties and a judgment may be entered in the highest court for the forum, state or federal, having jurisdiction. After the entry of an arbitral award, the losing party shall have 28 days after it receives notice of the award to fully comply with the award; a judgment may not be entered to enforce the award until the losing party has had an opportunity to comply with the arbitral award according to this provision.

[Signatures appear on the following page]

[Signature Page to Purchase and Sale Agreement]

Dated 4-20-2020

Glann A Wilson
Communities First, Inc., or Entity to be formed by

Communities First, Inc., Purchaser

By: Glenn A. Wilson Title: President & CEO

Sellers's Acceptance

Seller accepts the above proposal and agrees to sell and convey to the above-named Purchaser the premises herein described at the time and subject to the above terms.

Dated 4/20/20

April Mama Nyses Capital, LLC

By: Ajay K. Sharma Its: Co-Member

Exhibit A

Lots 48 through 58, inclusive, Block 1, and Lots 29 through 31, inclusive, Block 3, Mott Park, City of Flint, Genesce County, Michigan, as recorded in Liber 20 of Plats, Page 28.

Address: 2645 and 2709 Orchard Lane, Flint, MI 48504

Parcel Number: 40-11-351-002 and 40-11-303-001

ORDINANCE REVIEW FORM

FROM:	Planning and Development	NO. 20- 2054 Law Office Login #
	Department	Law Office Login #
ORDINA	TO PROJECT AT 2645 and 2709 OF	O GRANT A FOUR (4%) PAYMENT IN LIEU OF TAXES (PILOT) RCHARD LANE, KNOWN AS "ORCHARD LANE APARTMENTS", ABLE HOUSING TO LOW AND MODERATE INCOME
	1. ORDINANCE RE	VIEW - DEPARTMENT DIRECTOR
The attack	ned ORDINANCE is approved by the Directo this ordinance to be processed for signatures	r of the affected Department. By signing, the Director s and fully executed.
By: Direc	tor Wilcox, Director	DATE: 6/25/2020
	2. ORDINANCE RE	VIEW - LAW DEPARTMENT
Departme	ned ORDINANCE is submitted to the Legal D nt approves this ordinance to be processed f Ongle Likelia Likelia heeler, Chief Legal Officer	pepartment for approval. By signing, the Legal or signatures and fully executed. DATE: 6-25-2020
	3. ORDINANCE RE	VIEW-FINANCE DEPARTMENT
The attack	ned ORDINANCE is submitted to the Finance	Department for approval. By signing, the Finance
 y.	Tujillo, Chief Financial Officer	DATE:
	4. ORDINANCE RE	VIEW-MAYORS OFFICE
The attach	ned ORDINANCE is submitted to the Mayors	Office for approval. By signing, the Mayor's office
By: Clyde Edw	rards, City Administrator	DATE: 7/7/20
	and the second s	/

ORDINANCE NO.____

An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 31, General Offenses; Article I, In General.

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

Sec. 1. An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 31, General Offenses; Article I, by the addition of Section 31-19.8 Bias Crime Reporting which shall read in its entirety as follows:

§ 31-19.8 Bias Crime Reporting.

- (A) DEFINITIONS: THE DEFINITIONS AND PROVISIONS CONTAINED IN THIS SECTION SHALL GOVERN THE CONSTRUCTION, MEANING, AND APPLICATION OF THE FOLLOWING WORDS AND PHRASES USED IN THIS CHAPTER. GOVERN THE CONSTRUCTION, MEANING, AND APPLICATION OF THE FOLLOWING WORDS AND PHRASES USED IN THIS CHAPTER.
 - 1. PROTECTED CLASS MEANS RACE, COLOR, CREED, RELIGION, ANCESTRY, NATIONAL ORIGIN, SEX, DISABILITY, AGE, MARITAL STATUS, STATUS WITH REGARD TO PUBLIC ASSISTANCE, SEXUAL ORIENTATION, GENDER IDENTITY, GENDER EXPRESSION, AND VETERAN STATUS.
 - 2. DISABILITY MEANS A
 PHYSICAL OR MENTAL
 IMPAIRMENT THAT
 SUBSTANTIALLY LIMITS ONE

OR MORE MAJOR LIFE
ACTIVITIES, INCLUDING THE
FUNCTIONS OF CARING FOR
ONE'S SELF, PERFORMING,
MANUAL TASKS, WALKING,
SEEING, HEARING, SPEAKING,
BREATHING, LEARNING, AND
WORKING; A RECORD OF A
PHYSICAL OR MENTAL
IMPAIRMENT; OR BEING
REGARDED AS HAVING A
PHYSICAL OR MENTAL
IMPAIRMENT.

- 3. GENDER EXPRESSION MEANS
 THE PRESENTATION OF AN
 INDIVIDUAL INCLUDING
 PHYSICAL APPEARANCE,
 CLOTHING CHOICE AND
 ACCESSORIES, AND
 BEHAVIORS THAT EXPRESS
 ASPECTS OF GENDER
 IDENTITY OR ROLE, GENDER
 EXPRESSION MAY OR MAY
 NOT CONFORM TO A
 PERSON'S GENDER IDENTITY.
- 4. GENDER IDENTITY MEANS A PERSON'S ACTUAL OR PERCEIVED GENDER-RELATED ATRIBUTES, SELF-IMAGE, APPEARANCE, EXPRESSION, OR BEHAVIOR, WHETHER OR NOT SUCH CHARATERISTICS DIFFER FROM THOSE TRADITIONALLY ASSOCIATED WITH THE PERSON'S ASSIGNED SEX AT BIRTH.
- 5. SEX MEANS MALE OR
 FEMALE. THE TERMS
 "BECAUSE OF SEX" AND "ON
 THE BASIS OF SEX" INCLUDE
 PREGNANCY, ANY ILLNESS
 ARISING OUT OF AND
 OCCURRING DURING THE

- COURSE OF A PREGNANCY, CHILDBIRTH, OR RELATED MEDICAL CONDITIONS.
- 6. SEXUAL ORIENATION MEANS A COMPONENT OF AN INDIVIDUAL'S IDENITTY THAT INCLUDES A PERSON'S SEXUAL AND EMOTIONAL ATTRACTION TO ANOTHER PERSON AND THE BEHAVIOR AND/OR SOCIAL AFFILIATION WHICH MAY RESULT FROM THIS ATTRACTION AND INCLUDES A LESBIAN WOMAN, GAY MALE, BISEXUAL PERSON OR HETEROSEXUAL PERSON.
- 7. VETERAN STATUS MEANS (A)
 A VETERAN OF THE ARMED
 FORCES OF THE UNITED
 STATES; (B) A MEMBER OF
 THE MICHIGAN NATIONAL
 GUARD; OR (C) A MEMBER OF
 A RESERVE COMPONENT.
- **(B)** NO PERSON SHALL KNOWINGLY OR RECKLESSY REPORT TO A CITY OF FLINT POLICE OFFICER, CITY OF FLINT DISPATCHER, OR OTHER CITY OF FLINT PERSONNEL THAT AN INDIVIDUAL WHO IS AN ACTUAL OR PERCEIVED MEMBER OF A PROTECTED CLASS HAS COMMITTED, OR MAY OR WILL COMMIT, A CRIME, IF SUCH REPORT IS BASED IN WHOLE OR IN PART ON THE INDIVIDUAL'S MEMBERSHIP IN A PROTECTED CLASS AND NOT ON A REASONABLE SUSPICION OF CRIMINAL ACTIVITY IN CONSIDERATION OF ALL AVAILABLE **FACTS** AND THE TOTALITY OF THE CIRCUMSTNACES.
- (C) ANY PERSON WHO VIOLATES THIS CHAPTER IS GUILTY OF A

MISDEMEANOR, PUNISHABLE BY A FINE OF NOT MORE THAN \$500 AND/OR IMPRISONMENT UP TO 90 DAYS AND MUST COMPLETE COURT ORDERED BIAS TRAINING.

Sec. 2. This Ordinance shall become
effective this day of
2020, A.D.
Adopted this day of
, 2020, A.D.
FOR THE CITY:
Sheldon A. Neeley, Mayor
Inez M. Brown, City Clerk
APPROVED AS TO FORM:
Angela Wheeler, Chief Legal Officer

200267

ORDINANCE NO.

An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 18, Taxation; Funds; Purchasing; Article IV, Purchases.

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

Sec. 1. An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 18, Taxation; Funds; Purchasing; Article IV, by the addition of Section 18-21.14 Sale of City Personal Property which shall read in its entirety as follows:

- § 18-21.14 SALE OF CITY PERSONAL PROPERTY.
- (A) THE CITY MAY DISPOSE BY SALE AT PUBLIC AUCTION OF CERTAIN PERSONAL PROPERTY BELONGING TO THE CITY. THE PROCEDURE FOR SELLING PERSONAL PROPERTY OF THE CITY AT AUCTION SHALL BE SET FORTH IN THIS SECTION.
- (B) THE PURCHASING DIRECTOR IS RESPONSIBLE FOR THE SALE, LEASE, AND TRANSFER OF ALL CITY PERSONAL PROPERTY.
- (C) WHEN IT HAS BEEN DETERMINED BY ANY DEPARTMENT HEAD OF A DEPARTMENT OF THE CITY THAT SAID DEPARTMENT HAS PERSONAL PROPERTY OWNED BY THE CITY WHICH MAY IN THE BEST INTEREST OF THE CITY BE DISPOSED OF, SAID DEPARTMENT HEAD MUST SUBMIT TO THE PURCHASING DIRECTOR A REPORT OF SUCH PROPERTY WHICH SHALL BE SUFFICIENTLY DETAILED LISTING THE ITEMS AND THE ESTIMATED FAIR MARKET VALUE OF EACH ITEM. IF THE PURCHASING DIRECTOR CONCURS

WITH THE DEPARTMENT HEAD'S RECOMMENDATION, THE PURCHASING DIRECTOR SHALL FIND THE PERSONAL PROPERTY ELIGIBLE FOR SALE BY AUCTION.

- (D) THE PURCHASIN DIRECTOR SHALL APPOINT OR DESIGNATE A QUALIFIED AUCTION COMPANY TO COMPETEIVELY BID, SALE, LEASE AND TRANSFER PERSONAL PROPERTY OWNED BY THE CITY AND MAINTAIN RECORDS OF ALL SALES.
- (E) THE SALES UNDER THIS SECTION SHALL BE CONDUCTED IN ACCORDANCE WITH THE UNIFORM COMMERICAL CODE AND ANY OTHER APPLICABLE LAW OF THE STATE OF MICHIGAN.
- (F) NOTHING CONTAINED HEREIN IS INTENDED TO CONTRADICT OTHER MEANS OF SELLING PERSONAL PROPERTY OWNED BY THE CITY.

effective this day of	become .
2020, A.D.	7
Adopted this day of	
, 2020, A.D.	
FOR THE CITY:	
Sheldon A. Neeley, Mayor	are
Inez M. Brown, City Clerk	
APPROVED AS TO FORM:	
Angela Wheeler, Chief Legal Officer	

Sec. 2. This Ordinance shall become

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