

City of Flint, Michigan

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



Meeting Agenda - Final

Agenda Amended to Include Two Additional Executive Session Cases

Monday, August 10, 2020

5:30 PM

ELECTRONIC PUBLIC MEETING

CITY COUNCIL

*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
Allan Griggs, Ward 8*

Eva L. Worthing, Ward 9

Inez M. Brown, City Clerk

Davina Donahue, Deputy Clerk

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 The order took immediate effect and rescinded EO 2020-110.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 July 22, 2020, Governor Whitmer instituted Executive Order No. 2020-151 (Declaration of state of emergency and state of disaster related to the COVID-19 pandemic), which took immediate effect and rescinded EO 2020-127.

On July 22, 2020, Governor Whitmer instituted Executive Order No. 2020-154 (Alternative means to conduct government business during the COVID-19 pandemic), which extended the duration of remote meetings, and rescinded EO 2020-141. Therefore, in accordance with Governor Whitmer's Executive Order 2020-154 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, August 10, 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/spectaclestv <<http://www.youtube.com/user/spectaclestv>> 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. If there are any questions concerning this notice, please direct them to City Council office at (810) 766-7418.

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

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

REQUEST FOR CHANGES AND/OR ADDITIONS TO AGENDA

Council shall vote on any agenda changes.

EXECUTIVE (CLOSED) SESSION

The Department of Law requests an Executive Session for the purpose of updating the City Council on three cases: McCadden v City of Flint, et al, Case No. 2:18-cv-12377; Concerned Pastors, et al v Khouri, Case No. 16-10277; and Barkey v Inez Brown and the City of Flint, Case No. 20-114457-CZ.

SPECIAL ORDERS

200290 Special Order/Status/Labor Relations Director Charley McClendon

A Special Order as requested by Council President Monica Galloway to discuss the status of Labor Relations Director Charley McClendon. Is he still interim? What is his job title? When was he hired?

200291 Special Order/Resolution Implementation/Policies & Procedures

A Special Order as requested by Council President Monica Galloway to discuss resolution implementation -- policies and procedures.

PRESENTATION OF MINUTES

200328 Summary Minutes/Flint City Council/July 13, 2020

Summary Minutes of the Flint City Council regular ELECTRONIC PUBLIC MEETING held Monday, July 13, 2020, at 5:30 p.m.

200329 Summary Minutes/Flint City Council/July 27, 2020

Summary Minutes of the Flint City Council regular ELECTRONIC PUBLIC MEETING held Monday, July 27, 2020, at 5:32 p.m.

PUBLIC HEARINGS

200304.6 Ordinance No. 200304.6

A public hearing for Ordinance No. 200304, an ordinance to amend Chapter 24 (Housing), Section 24-4 (Adoption - Comprehensive Rental Inspection Code) of the Code of the City of Flint by amending Article 1 (2012 International Property Maintenance Code -- Comprehensive Rental Inspection Code). [NOTE: This ordinance shall become effective immediately upon publication.]

PUBLIC SPEAKING**COUNCIL RESPONSE****PETITIONS AND UNOFFICIAL COMMUNICATIONS****COMMUNICATIONS (from Mayor and other City Officials)****ADDITIONAL COMMUNICATIONS****APPOINTMENTS**

200288 Mayoral Appointment/Human Resources & Labor Relations Director/Eddie Smith

Resolution resolving that the Flint City Council approves the recommendation by Mayor Sheldon A. Neeley to appoint Eddie Smith as Human Resources and Labor Relations Director at an annual compensation rate of \$90,000.00, with such earnings paid from Salary and Wages Acct. No. 101-270.100-702.000.

RESOLUTIONS

200295 Dover & Co./Overhead Door Replacement

Resolution authorizing the proper city officials, upon City Council's approval, to issue a purchase order [for a three-year period] to Dover & Co. for overhead door replacement, as requested by DPW, in an amount NOT-TO-EXCEED \$40,000.00 for FY2020/2021 and \$40,000.00 for FY2021/2022 [General Fund Acct. No. 101-753.200-801.000.] [NOTE: Pricing listed is for two years, not three.]

200300 Aldridge Trucking/Limestone, Fill Sand & Topsoil

Resolution resolving that the proper city officials, upon City Council's approval, are authorized to approve the issuance of a purchase order [for two years] to Aldridge Trucking for limestone, fill sand and topsoil, as requested by DPW, in an amount NOT-TO-EXCEED \$65,000.00 for FY2020-2021 [Sewer Fund Acct. No. 590-550.202-775.000 = \$10,000.00, and Acct. No. 590-540.208-726.000 = \$22,000.00 and Water Fund Acct. No. 591-540.202-726.000 = \$33,000.00.] [NOTE: The pricing is for one year, not two.]

200300.1 Amended Resolution/Aldridge Trucking, Inc./Limestone, Fill Sand & Topsoil

Amended resolution resolving that the proper city officials, upon City Council's approval, are authorized to approve the issuance of a purchase order [for two years] to Aldridge Trucking, Inc. for limestone, fill sand and topsoil, as requested by DPW, in an amount NOT-TO-EXCEED \$98,000.00 for FY2021 and \$98,000.00 for FY 2022 [Sewer Fund Acct. No. 590-550.202-775.000 = \$10,000.00, and Acct. No. 590-540.208-726.000 = \$22,000.00, Water Fund Acct. No. 591-540.202-726.000 = \$33,000.00, Major Street Fund Acct. No. 202-449.203-726.000 = \$3,500.00, and Local Street Fund Acct. No. 203-449.201-726.000 = \$29,500.] [NOTE: Resolution was amended to clarify budget year.]

200319 Contract/Information Builders, Inc./Cloud and Software Access

Resolution authorizing the proper city officials, upon City Council's approval, to enter into a contract with Information Builders, Inc. for Cloud and Software access, in an amount NOT-TO-EXCEED \$138,600.00, as requested by Police [FDOJ-TIPS18 296-301.601-977.000.] [NOTE: The software is being paid by the City of Flint's Technology Innovation for Public Safety grant from the U.S. Department of Justice.]

200320 Contract/Three-Year/Fishbeck/Comprehensive Regulatory Compliance Assistance

Resolution resolving that the proper city officials, upon City Council's approval, are authorized to do all things necessary to enter into a (three-year) contract with Fishbeck for comprehensive regulatory compliance assistance, as requested by DPW, in an amount NOT-TO-EXCEED \$110,000.00 per year for a total amount of \$330,000.00, pending adoption of the FY2022 and FY2023 budgets [Sewer Fund Acct. No. 590-550.100-801.000.]

200321 Easement Agreement/Consumers Energy Co./Secondary Water Main/Completion of Secondary Water Source

Resolution resolving that the Flint City Council approves the purchase of an easement [with Consumers Energy Co.] to complete the construction of the Secondary Water Source, in the amount of \$413,450.00 [Water Infrastructure Improvements for the Nation (WIIN) Acct. No. 496-551.000-801.068.] [NOTE: The easement area is described in the attachments.]

200322 Budget Amendment/Transfer of Funds/Maintenance Department/General Fund

Resolution resolving that the appropriate city officials, upon City Council's approval, are hereby authorized to do all things necessary to amend the FY2020-2021 budget of the City of Flint [by transferring \$350,000.00 from the General Fund (101) Fund Balance into Public Improvement Fund Acct. No. 402-753.200-976.000.] [NOTE: Additional funds are required to cover improvements to City of Flint public buildings. According to the staff review, roofs are needed on the 12th Street Garage and the salt barn, and on the Brennan and Hasselbring senior centers.]

200323 Correction/Resolution 200259/Funding Source

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to approve the correct funding source, FEPA WIIN18-1 Acct. No. 496-551.000-810.071, to purchase property at 8537 Dort Highway, in the amount of \$30,000.00 to complete the construction of the Secondary Water Source, as requested by DPW. [NOTE Resolution 200259 listed the funding source as 491-551.000-801.068.]

200324 Charitable Gaming License/State of Michigan Lottery Charitable Gaming Division/James-Moorehouse, Inc.

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

200325 Approval/City of Flint/Notice of Non-discrimination and Grievance Procedure

Resolution resolving that the Flint City Council agrees to adopt the Notice of Non-discrimination and Grievance Procedure for the public. [NOTE: Policy is attached.]

200327 Authorization/Modification/Police Divisions 20 & 21/Include Shift Premiums in Base Wages/Annual Contribution is 9.5 Percent

Resolution resolving that the city directs the Michigan Employees' Retirement System (MERS) to make any changes necessary to its Adoption Agreement and any related documents pertaining to the Flint Police Officers' Association (FPOA) Divisions 20 and 21 to effectuate the following: 1. For Divisions 20 and 21, for employees hired prior to January 1, 2014, "compensation" to be reported to MERS is base wages, exclusive of overtime, but including shift premiums; and 2. For

Divisions 20 and 21, for employees hired prior to January 1, 2014, the employee annual contribution is 9.5 percent on all base wages earned, exclusive of overtime, but including shift premium.

LIQUOR LICENSES

INTRODUCTION AND FIRST READING OF ORDINANCES

200326 Amendment/Ordinance/Chapter 2 (Administration)/Article VI (City Wide Advisory Committee (CWAC))

An ordinance to amend Chapter 2 (Administration), Article VI (City Wide Advisory Committee), of the Code of the City of Flint by amending Sections 2-26 through 2-26.4.

200330 Ordinance/Article VI/Chapter 35 (Personnel)/Section 35-112.2 (Adoption-Job Description & Qualifications)/Human Resources & Labor Relations Director

An ordinance to amend the Flint City Code of Ordinances by adopting Article VI, Chapter 35 (Personnel); Section 35-112.3 (Adoption - Job Description and Qualifications), Human Resources & Labor Relations Director. [NOTE: New ordinance changes the requirement for municipal experience.]

SECOND READING AND ADOPTION 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.]

200304 Amendment/Ordinance/Chapter 24 (Housing)/Section 24-4 (Adoption - Comprehensive Rental Inspection Code)

An ordinance to amend Chapter 24 (Housing), Section 24-4 (Adoption - Comprehensive Rental Inspection Code) of the Code of the City of Flint.

NEW BUSINESS

FINAL COUNCIL COMMENTS

ADJOURNMENT

City of Flint, Michigan

*Third Floor, City Hall
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Meeting Minutes 2

Monday, July 13, 2020

5:30 PM

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ELECTRONIC PUBLIC MEETING

CITY COUNCIL

*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
Allan Griggs, Ward 8
Eva L. Worthing, Ward 9*

Inez M. Brown, City Clerk

Davina Donahue, Deputy Clerk

CALL TO ORDER

This Electronic Public Meeting was called to order at 5:30 p.m.

ROLL CALL

Although Councilperson Fields missed the Roll Call vote at 5:32 p.m. due to technical difficulties, she returned to the EPM call at 5:33 p.m.

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

REQUEST FOR CHANGES AND/OR ADDITIONS TO AGENDA

Councilperson Guerra requested that Public Speaking be moved on the agenda to come right after Request for Changes and/or Additions to the Agenda. The motion PASSED by a vote of 9:0.

Councilperson Worthing requested that Special Order No. 200236 (State of Emergency Discussion) be moved on the agenda to come right after New Business. The motion PASSED by a vote of 5:4 [Mays, Winfrey-Carter, Winfrey, Galloway]

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.]

HEARING HELD

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.]

HEARING HELD

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.]

Resolutions 200275, 200276, 200277, 200278 and 200279 were dropped per the administration's request.

A motion was made by Councilperson Mays, seconded by Councilperson Winfrey, that this matter be DROPPED. The motion carried by the following vote:

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

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.]

A motion was made by Councilperson Mays, seconded by Councilperson Winfrey, that this matter be DROPPED. The motion carried by the following vote:

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

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.]

A motion was made by Councilperson Mays, seconded by Councilperson Winfrey, that this matter be DROPPED. The motion carried by the following vote:

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

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.]

A motion was made by Councilperson Mays, seconded by Councilperson Winfrey, that this matter be DROPPED. The motion carried by the following vote:

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

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.]

A motion was made by Councilperson Mays, seconded by Councilperson Winfrey, that this matter be DROPPED. The motion carried by the following vote:

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

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. [NOTE: Policy is not attached.]

SEPARATED FROM MASTER RESOLUTION

ADD-ON RESOLUTIONS

- 200286** CO #1/Contract/Goyette Mechanical/Phase V & Phase VI Service Line Restoration Services

Resolution resolving that the proper city officials, upon City Council's approval, are hereby authorized to enter into change order #1 to the contract with Goyette Mechanical for Zone 4 service line restoration work in the right-of-way, as requested by the Water Plant, in an amount NOT-TO-EXCEED \$2,000,000.00, and a revised total of \$8,897,389.50. [Water Infrastructure Improvements for the Nation Fund Acct. No. 496-540.060-801.060.] [On July 22, 2019, the proper officials were authorized to enter into a purchase order with Goyette Mechanical for Phase V and Phase VI service line restoration work in the right-of-way and yard in an amount NOT-TO-EXCEED \$6,897,389.60. There was a zone (Zone 4) that was not awarded last year that needs restoration services after service line replacement.]

SEPARATED FROM MASTER RESOLUTION

- 200287** CO #12/Contract/Cornerstone Municipal [Benefits] Group/dba Manquen Vance, Inc./Benefit Consulting Services

Resolution resolving that the appropriate city officials are authorized to enter into Change Order No. 12 to the contract with Cornerstone Benefits Group, dba

Manquen Vance, Inc., to provide benefit consulting services, for a 12-month period through June 30, 2021, in the amount of \$120,000.00, to be split equally between Acct. No. 627-000.105-716.100 and Acct. No. 627-853.250-801.000 for a total contract amount of \$1,116,100.00, under the same terms and conditions.

A motion was made by Councilperson Mays, seconded by Councilperson Davis, to ADOPTED BY THE MASTER RESOLUTION. The motion carried by the following vote:

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

SEPARATED FROM MASTER RESOLUTION

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. [NOTE: Policy is not attached.]

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

Aye: 8 - Councilperson Davis, Councilperson Guerra, Councilperson Fields, Councilperson Winfrey-Carter, Councilperson Winfrey, Councilperson Galloway, Councilperson Griggs and Councilperson Worthing

Abstain: 1 - Councilperson Mays

200286 CO #1/Contract/Goyette Mechanical/Phase V & Phase VI Service Line Restoration Services

Resolution resolving that the proper city officials, upon City Council's approval, are hereby authorized to enter into change order #1 to the contract with Goyette Mechanical for Zone 4 service line restoration work in the right-of-way, as requested by the Water Plant, in an amount NOT-TO-EXCEED \$2,000,000.00, and a revised total of \$8,897,389.50. [Water Infrastructure Improvements for the Nation Fund Acct. No. 496-540.060-801.060.] [On July 22, 2019, the proper officials were authorized to enter into a purchase order with Goyette Mechanical for Phase V and Phase VI service line restoration work in the right-of-way and yard in an amount NOT-TO-EXCEED \$6,897,389.60. There was a zone (Zone 4) that was not awarded last year that needs restoration services after service line replacement.]

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

Aye: 6 - Councilperson Davis, Councilperson Guerra, Councilperson Fields, Councilperson Winfrey, Councilperson Griggs and Councilperson Worthing

No: 2 - Councilperson Winfrey-Carter and Councilperson Galloway

Abstain: 1 - Councilperson Mays

MOTION

Councilperson Fields, with support from Councilperson Davis, made a motion to have all elected officials tested for COVID-19 before in-person meetings are held (per the policy adopted by City Council that requires employees to be tested before returning to work at City Hall). The motion passed 8:0:1, [Mays.]

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.]

The first motion was to postpone, made by Councilperson Fields, with support from Councilperson Griggs. The second motion was to withdraw, made by Councilperson Fields, with support from Councilperson Guerra. The motion to withdraw passed 9:0.

A motion was made by Councilperson Mays, seconded by Councilperson Winfrey, that this matter be ACKNOWLEDGED FOR FIRST READING. The motion carried by the following vote:

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

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).

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

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

- 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).

A motion was made by Councilperson Fields, seconded by Councilperson Winfrey, that this matter be PASSED. The motion carried by the following vote:

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

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.

MOTION

Councilperson Mays, with support from Councilperson Winfrey-Carter, made a motion to subpoena Mayor Neeley to attend a City Council meeting. The motion failed 3:2 [Davis, Guerra]

ADJOURNMENT

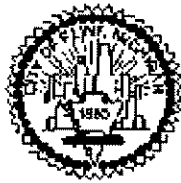
This Electronic Public Meeting ended at 10:30 p.m. after a motion by Councilperson Davis, which was seconded by Councilperson Winfrey-Carter. The motion passed 5:2.

Respectfully transcribed & submitted,

Janell Johnson, Administrative Secretary to City Council

City of Flint, Michigan

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



Meeting Minutes 2

Monday, July 27, 2020

5:32 PM

***AMENDED to Correct Minutes Nos. 200308 and 200309 and Update
Reso No. 200303
ELECTRONIC PUBLIC MEETING**

CITY COUNCIL

*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
Allan Griggs, Ward 8
Eva L. Worthing, Ward 9*

Inez M. Brown, City Clerk

Davina Donahue, Deputy Clerk

CALL TO ORDER

Council President Monica Galloway called this regular meeting to order at 5:32 p.m.

ROLL CALL

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

Absent: Councilperson: Winfrey

REQUEST FOR CHANGES AND/OR ADDITIONS TO AGENDA

Councilperson Guerra made a motion to have public speaking and council comment immediately after the Executive Session. The motion passed 5-3, with Councilpersons Mays, Winfrey-Carter and Galloway voting "no." Councilperson Mays asked for a Special Order on absentee voting. The motion passed 6-2, with Councilpersons Fields and Worthing voting "no." Councilperson Mays requested a Special Order on violence, including the numerous shootings over the weekend in Flint. The motion passed 8-0. Councilperson Mays asked for a Special Order to inquire as to why the Mayor has not attended a City Council meeting to update the council, particularly during this COVID pandemic. The motion failed 4-4, with Councilpersons Davis, Guerra, Fields and Worthing voting "no." Councilperson Fields requested that all Special Orders, except for the first one (200289) regarding the Genesee County Land Bank, be moved from the beginning of the agenda to before New Business. The motion passed 5-3, with Councilpersons Mays, Winfrey-Carter and Galloway voting "no."

EXECUTIVE (CLOSED) SESSION

An Executive Session for the purpose of updating the City Council regarding the status of Polhy v COF, Case No. 19-112528-CZ was held after Councilperson Mays, with support from Councilperson Griggs, made a motion to go into closed session. The motion passed 8-0. [NOTE: Councilperson Guerra, with support from Councilperson Fields, made a motion to include Barkey et al, Case No. 20-114457-CZ, but the motion failed 5-2-1, with Councilpersons Winfrey-Carter and Galloway voting "no," and Councilperson Mays abstaining.] The Council went back into open session at 7:25 p.m..

SPECIAL ORDERS

200289 Special Order/Policies/Genesee County Land Bank

A Special Order as requested by Council President Monica Galloway to discuss policies with Michael Freeman, Director of the Genesee County Land Bank.

Presented

PUBLIC HEARINGS

200285.6 Public Hearing/Ordinance No. 200285

A public hearing for Ordinance No. 200285, 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), 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.] [NOTE: Ordinance to become effective immediately upon publication.]

HEARING HELD

APPOINTMENTS

200288 Mayoral Appointment/Human Resources & Labor Relations Director/Eddie Smith

Resolution resolving that the Flint City Council approves the recommendation by Mayor Sheldon A. Neeley to appoint Eddie Smith as Human Resources and Labor Relations Director at an annual compensation rate of \$90,000.00, with such earnings paid from Salary and Wages Acct. No. 101-270.100-702.000.

A motion was made by Councilperson Fields, seconded by Councilperson Worthing, that this matter be POSTPONED for August 10, 2020. The motion carried by the following vote:

Aye: 7 - Councilperson Davis, Councilperson Guerra, Councilperson Fields, Councilperson Winfrey-Carter, Councilperson Galloway, Councilperson Griggs and Councilperson Worthing

Abstain: 1 - Councilperson Mays

Absent: 1 - Councilperson Winfrey

RESOLUTIONS

200295 Dover & Co./Overhead Door Replacement

Resolution authorizing the proper city officials, upon City Council's approval, to issue a purchase order [for a three-year period] to Dover & Co. for overhead door replacement, as requested by DPW, in an amount NOT-TO-EXCEED \$40,000.00 for FY2020/2021 and \$40,000.00 for FY2021/2022 [General Fund Acct. No. 101-753.200-801.000.] [NOTE: Pricing listed is for two years, not three.]

SEPARATED FROM MASTER RESOLUTION

200296 Arnold Sales/Janitorial Supplies

Resolution resolving that the proper city officials, upon City Council's approval, are authorized to approve the issuance of a purchase order [for a three-year period] to Arnold Sales for janitorial supplies, as requested by DPW, in an amount NOT-TO-EXCEED \$46,000.00 for FY2020-2021 and \$46,000.00 for FY2021/2022 [General Fund Acct. No. 101-753.200-726.000 = \$32,000.00 and Acct. No. 101-338.201-726.000 = \$7,500.00, and Sewer Fund Acct. No.

590-550.202-775.000 = \$6,500.00.] [NOTE: Pricing is for two years, not three.]

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

200297 CO #1/Contract/Superior Cleaning Services/Janitorial Services

Resolution resolving that the proper city officials are authorized to extend contract with Superior Cleaning Services for janitorial services, as requested by DPW, in an amount NOT-TO-EXCEED \$175,000.00, and a revised aggregate contract amount of \$402,366.00 [General Fund Acct. No. 101-753.200-801.000 = \$149,800.00; Major Street Fund Acct. No. 202-449.201-801.000 = \$12,600.00; Sewer Fund Acct. No. 590-540.100-801.000 = \$6,300.00; and Water Fund Acct. No. 591-540.100-801.000 = \$6,300.00.] [NOTE: In 2019, the City Council awarded a contract to Superior Cleaning for the period ending June 30, 2020, with an option to extend two years. DPW is recommending a one-year extension at this time.]

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

200298 Bearing Distributors, Inc./Non-Stock Mechanical Parts

Resolution resolving that the proper city officials, upon City Council's approval, are authorized to approve the issuance of a purchase order to Bearing Distributors, Inc., for non-stock mechanical parts for a three-year period, as requested by DPW, 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.]

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

200299 Platinum Mechanical, Inc./Industrial Welding & Pipefitting

Resolution resolving that the proper city officials, upon City Council's approval, are authorized to approve the issuance of a purchase order to approve Platinum Mechanical, Inc. for industrial welding & pipefitting for a three-year period, as requested by DPW, 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.]

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

200300 Aldridge Trucking/Limestone, Fill Sand & Topsoil

Resolution resolving that the proper city officials, upon City Council's approval, are authorized to approve the issuance of a purchase order [for two years] to Aldridge Trucking for limestone, fill sand and topsoil, as requested by DPW, in

an amount NOT-TO-EXCEED \$65,000.00 for FY2020-2021 [Sewer Fund Acct. No. 590-550.202-775.000 = \$10,000.00, and Acct. No. 590-540.208-726.000 = \$22,000.00 and Water Fund Acct. No. 591-540.202-726.000 = \$33,000.00.]

[NOTE: The pricing is for one year, not two.]

SEPARATED FROM MASTER RESOLUTION

200301 Contract/Greater Flint Health Coalition/Health Assessments/Lead-Based Paint Hazard Control Program

Resolution resolving that the appropriate city officials are authorized to do all things necessary to enter into a contract with the Greater Flint Health Coalition, in an amount NOT-TO-EXCEED \$301,000.00 over the 42-month grant period [FHUD-LBPHC18 Professional Services Acct. No. 296-171.530-801.000.]

[NOTE: The City of Flint was awarded \$2,299,437.00 [by the U.S. Department of Housing and Urban Development] for Lead-Based Paint Hazard Reduction (\$1,999,437.00) and Healthy Homes Supplemental Funding (\$300,000.00).]

SEPARATED FROM MASTER RESOLUTION

200302 Setting a Public Hearing/Alley Vacation/South of Louisa Street/Between M.L. King Street and Root Street

A resolution setting a public hearing to consider the vacation of the alley south of Louisa Street, between M.L. King Street and Root Street, starting where the alley adjoins Louisa Street right-of-way, spanning south and terminating at the north parcel line of parcel #40-12-427-020 extended west, to be held on the ____ day of _____, 2020, at 5:30 p.m. [by way of Electronic Public Meeting or] in City Council Chambers, 3rd Floor, City Hall, 1101 S. Saginaw Street, Flint, AND, resolving that the City Clerk shall cause notice of such hearing to be published in an official paper of general circulation not less than fifteen (15) days prior to said hearing.

SEPARATED FROM MASTER RESOLUTION

200303 Approval/Issuance of Sewage Disposal System Revenue Bond/Publication of Notice

Resolution resolving that the Flint City Council adopted a resolution on July _____, 2020, authorizing the issuance of the City's Sewage Disposal System Revenue Bond, issued in one or more series, from time to time, in an aggregate principle amount not to exceed \$40,000,000.00, as follows: Section 1 -- Definitions; Section 2 -- Necessity, Public Purpose; Section 3 -- Estimated Cost; Period of Usefulness; Section 4 -- Issuance of Bonds; Section 5 -- Series 2020 Bond Terms; Section 6 -- Payment of Bonds; Pledge of Net Revenues; Section 7 -- Prior Redemption; Section 8 -- Paying Agent and Registration; Section 9 -- Sale of Bonds; Section 10 -- Bond Form; Section 11 -- Authorized Officer; Section 12 -- Execution of Bonds; Section 13 -- Rights of Bondholders; Section 14 -- Management of System; Section 15 -- Supervised Bank Accounts; Section 16 -- Funds and Accounts; Section 17 -- Investment of Funds; Section 18 -- Depository and Funds on Hand; Section 19 -- Rates and Charges; Section 20 -- No Free Service; Section 21 -- Revenue Bond Covenants; Section 22 --

Additional Bonds; Section 23 -- Defeasance; Section 24 -- Revenue Sharing Pledge; Section 25 -- Fiscal Year of System; Section 26 -- Contract with Bondholders; Section 27 -- Tax Covenants; Section 28 -- Publication and Recordation; Section 29 -- Resolution Subject to Michigan Law; Section 30 -- Section Headings; Section 31 -- Severability; Section 32 -- Conflict; and Section 33 -- Effective Date of Resolution. [NOTE: Per Section 28, Publication and Recordation, this resolution shall be published once in full in a newspaper of general circulation in the Issuer qualified under state law to publish legal notices, and the same shall be recorded in the records of the Issuer and such recording authenticated by the signature of the Issuer Clerk.]

SEPARATED FROM MASTER RESOLUTION

Passed The Consent Agenda

Although Councilperson Griggs appeared to still be on the telephone call, he did not respond to this roll call vote.

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

Aye: 6 - Councilperson Davis, Councilperson Guerra, Councilperson Fields, Councilperson Winfrey-Carter, Councilperson Galloway and Councilperson Worthing

Abstain: 1 - Councilperson Mays

Absent: 2 - Councilperson Winfrey and Councilperson Griggs

SEPARATED FROM MASTER RESOLUTION

200295 Dover & Co./Overhead Door Replacement

Resolution authorizing the proper city officials, upon City Council's approval, to issue a purchase order [for a three-year period] to Dover & Co. for overhead door replacement, as requested by DPW, in an amount NOT-TO-EXCEED \$40,000.00 for FY2020/2021 and \$40,000.00 for FY2021/2022 [General Fund Acct. No. 101-753.200-801.000.] [NOTE: Pricing listed is for two years, not three.]

Although Councilperson Griggs appeared to still be on the telephone call, he did not respond to this roll call vote.

A motion was made by Councilperson Fields, seconded by Councilperson Worthing, that this matter be POSTPONED for August 10, 2020. The motion carried by the following vote:

Aye: 7 - Councilperson Mays, Councilperson Davis, Councilperson Guerra, Councilperson Fields, Councilperson Winfrey-Carter, Councilperson Galloway and Councilperson Worthing

Absent: 2 - Councilperson Winfrey and Councilperson Griggs

200300 Aldridge Trucking/Limestone, Fill Sand & Topsoil

Resolution resolving that the proper city officials, upon City Council's approval,

are authorized to approve the issuance of a purchase order [for two years] to Aldridge Trucking for limestone, fill sand and topsoil, as requested by DPW, in an amount NOT-TO-EXCEED \$65,000.00 for FY2020-2021 [Sewer Fund Acct. No. 590-550.202-775.000 = \$10,000.00, and Acct. No. 590-540.208-726.000 = \$22,000.00 and Water Fund Acct. No. 591-540.202-726.000 = \$33,000.00.] [NOTE: The pricing is for one year, not two.]

A motion was made by Councilperson Fields, seconded by Councilperson Worthing, that this matter be POSTPONED for August 10, 2020. The motion carried by the following vote:

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

Absent: 1 - Councilperson Winfrey

200301

Contract/Greater Flint Health Coalition/Health Assessments/Lead-Based Paint Hazard Control Program

Resolution resolving that the appropriate city officials are authorized to do all things necessary to enter into a contract with the Greater Flint Health Coalition, in an amount NOT-TO-EXCEED \$301,000.00 over the 42-month grant period [FHUD-LBPHC18 Professional Services Acct. No. 296-171.530-801.000.] [NOTE: The City of Flint was awarded \$2,299,437.00 [by the U.S. Department of Housing and Urban Development] for Lead-Based Paint Hazard Reduction (\$1,999,437.00) and Healthy Homes Supplemental Funding (\$300,000.00).]

POSTPONED

The motion to postpone was actually withdrawn, on a motion by Councilperson Fields, and support by Councilperson Mays. The motion passed 8-0.

Substituted

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

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

Absent: 1 - Councilperson Winfrey

200302

Setting a Public Hearing/Alley Vacation/South of Louisa Street/Between M.L. King Street and Root Street

A resolution setting a public hearing to consider the vacation of the alley south of Louisa Street, between M.L. King Street and Root Street, starting where the alley adjoins Louisa Street right-of-way, spanning south and terminating at the north parcel line of parcel #40-12-427-020 extended west, to be held on the ____ day of _____, 2020, at 5:30 p.m. [by way of Electronic Public Meeting or] in City Council Chambers, 3rd Floor, City Hall, 1101 S. Saginaw Street, Flint, AND, resolving that the City Clerk shall cause notice of such hearing to be published in an official paper of general circulation not less than fifteen (15) days prior to said hearing.

A motion was made by Councilperson Mays, seconded by Councilperson Winfrey-Carter, that this matter be Amended. The motion carried by the following vote:

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

Absent: 1 - Councilperson Winfrey

200302.1 Amendment/Setting a Public Hearing/Alley Vacation/South of Louisa Street/Between M.L. King Street and Root Street

An amended resolution setting a public hearing to consider the vacation of the alley south of Louisa Street, between M.L. King Street and Root Street, starting where the alley adjoins Louisa Street right-of-way, spanning south and terminating at the north parcel line of parcel #40-12-427-020 extended west, to be held on the _____ day of _____, 2020, at 5:30 p.m. [by way of Electronic Public Meeting or] in City Council Chambers, 3rd Floor, City Hall, 1101 S. Saginaw Street, Flint, AND, resolving that the City Clerk shall cause notice of such hearing to be published in an official paper of general circulation not less than fifteen (15) days prior to said hearing. [Resolution amended to state that the public hearing will be held in "City Council Chambers or by Electronic Public Meeting.]

A motion was made by Councilperson Mays, seconded by Councilperson Winfrey-Carter, that this matter be Adopted. The motion carried by the following vote:

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

Absent: 1 - Councilperson Winfrey

200303 Approval/Issuance of Sewage Disposal System Revenue Bond/Publication of Notice

Resolution resolving that the Flint City Council adopted a resolution on July _____, 2020, authorizing the issuance of the City's Sewage Disposal System Revenue Bond, issued in one or more series, from time to time, in an aggregate principle amount not to exceed \$40,000,000.00, as follows: Section 1 -- Definitions; Section 2 -- Necessity, Public Purpose; Section 3 -- Estimated Cost; Period of Usefulness; Section 4 -- Issuance of Bonds; Section 5 -- Series 2020 Bond Terms; Section 6 -- Payment of Bonds; Pledge of Net Revenues; Section 7 -- Prior Redemption; Section 8 -- Paying Agent and Registration; Section 9 -- Sale of Bonds; Section 10 -- Bond Form; Section 11 -- Authorized Officer; Section 12 -- Execution of Bonds; Section 13 -- Rights of Bondholders; Section 14 -- Management of System; Section 15 -- Supervised Bank Accounts; Section 16 -- Funds and Accounts; Section 17 -- Investment of Funds; Section 18 -- Depository and Funds on Hand; Section 19 -- Rates and Charges; Section 20 -- No Free Service; Section 21 -- Revenue Bond Covenants; Section 22 -- Additional Bonds; Section 23 -- Defeasance; Section 24 -- Revenue Sharing

Pledge; Section 25 -- Fiscal Year of System; Section 26 -- Contract with Bondholders; Section 27 -- Tax Covenants; Section 28 -- Publication and Recordation; Section 29 -- Resolution Subject to Michigan Law; Section 30 -- Section Headings; Section 31 -- Severability; Section 32 -- Conflict; and Section 33 -- Effective Date of Resolution. [NOTE: Per Section 28, Publication and Recordation, this resolution shall be published once in full in a newspaper of general circulation in the Issuer qualified under state law to publish legal notices, and the same shall be recorded in the records of the Issuer and such recording authenticated by the signature of the Issuer Clerk.]

A motion was made by Councilperson Mays, seconded by Councilperson Fields, that this matter be Amended. The motion carried by the following vote:

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

Absent: 1 - Councilperson Winfrey

200303.1 Amendment/Approval/Issuance of Sewage Disposal System Revenue Bond/Publication of Notice

Amended resolution resolving that the Flint City Council adopted a resolution on July _____, 2020, authorizing the issuance of the City's Sewage Disposal System Revenue Bond, issued in one or more series, from time to time, in an aggregate principle amount not to exceed \$40,000,000.00, as follows: Section 1 -- Definitions; Section 2 -- Necessity, Public Purpose; Section 3 -- Estimated Cost; Period of Usefulness; Section 4 -- Issuance of Bonds; Section 5 -- Series 2020 Bond Terms; Section 6 -- Payment of Bonds; Pledge of Net Revenues; Section 7 -- Prior Redemption; Section 8 -- Paying Agent and Registration; Section 9 -- Sale of Bonds; Section 10 -- Bond Form; Section 11 -- Authorized Officer; Section 12 -- Execution of Bonds; Section 13 -- Rights of Bondholders; Section 14 -- Management of System; Section 15 -- Supervised Bank Accounts; Section 16 -- Funds and Accounts; Section 17 -- Investment of Funds; Section 18 -- Depository and Funds on Hand; Section 19 -- Rates and Charges; Section 20 -- No Free Service; Section 21 -- Revenue Bond Covenants; Section 22 -- Additional Bonds; Section 23 -- Defeasance; Section 24 -- Revenue Sharing Pledge; Section 25 -- Fiscal Year of System; Section 26 -- Contract with Bondholders; Section 27 -- Tax Covenants; Section 28 -- Publication and Recordation; Section 29 -- Resolution Subject to Michigan Law; Section 30 -- Section Headings; Section 31 -- Severability; Section 32 -- Conflict; and Section 33 -- Effective Date of Resolution. [NOTE: Per Section 28, Publication and Recordation, this resolution shall be published once in full in a newspaper of general circulation in the Issuer qualified under state law to publish legal notices, and the same shall be recorded in the records of the Issuer and such recording authenticated by the signature of the Issuer Clerk.]

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

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

Absent: 1 - Councilperson Winfrey

INTRODUCTION AND FIRST READING OF ORDINANCES

200304 Amendment/Ordinance/Chapter 24 (Housing)/Section 24-4 (Adoption - Comprehensive Rental Inspection Code)

An ordinance to amend Chapter 24 (Housing), Section 24-4 (Adoption - Comprehensive Rental Inspection Code) of the Code of the City of Flint.

A motion was made by Councilperson Fields, seconded by Councilperson Davis, that this matter be ACKNOWLEDGED FOR FIRST READING. The motion carried by the following vote:

Aye: 7 - Councilperson Davis, Councilperson Guerra, Councilperson Fields, Councilperson Winfrey-Carter, Councilperson Galloway, Councilperson Griggs and Councilperson Worthing

Abstain: 1 - Councilperson Mays

Absent: 1 - Councilperson Winfrey

SECOND READING AND ADOPTION 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.]

A motion was made by Councilperson Fields, seconded by Councilperson Worthing, that this matter be POSTPONED for August 10, 2020. The motion carried by the following vote:

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

Absent: 1 - Councilperson Winfrey

SPECIAL ORDERS CONTINUED

200317 Special Order/Status/Absentee Ballots

A Special Order as requested by Councilperson Eric Mays to discuss the status of absentee ballots.

Presented

200318 Special Order/Violence

A Special Order as requested by Councilperson Eric Mays to discuss violence, including the numerous shootings in Flint over the weekend.

Presented

200290 Special Order/Status/Labor Relations Director Charley McClendon

A Special Order as requested by Council President Monica Galloway to discuss the status of Labor Relations Director Charley McClendon. Is he still interim? What is his job title? When was he hired?

This Special Order was postponed to the next Council meeting.

Discussed

200291 Special Order/Resolution Implementation/Policies & Procedures

A Special Order as requested by Council President Monica Galloway to discuss resolution implementation -- policies and procedures.

This Special Order was postponed to the next Council meeting.

Discussed

200292 Special Order/Status/Requests for Ballots

A Special Order as requested by Councilperson Santino Guerra to discuss how the request for ballots is going.

This Special Order was postponed to the next Council meeting.

Discussed

ADJOURNMENT

This Electronic Public Meeting ended at 1:23 a.m. due to lack of a quorum.

Respectfully transcribed & submitted,

Janell Johnson, Administrative Secretary to City Council



RESOLUTION NO.:

200288

PRESENTED:

AUL 27 2020

ADOPTED:

**RESOLUTION APPROVING THE APPOINTMENT OF EDDIE SMITH AS HUMAN
RESOURCES AND LABOR RELATIONS DIRECTOR**

BY THE MAYOR:

Pursuant to Flint City Charter Section 4-203(D), the Mayor of the City of Flint desires to appoint Eddie Smith as the Human Resources and Labor Relations Director.

WHEREAS, the Human Resources and Labor Relations Director would be paid a salary based on an annual compensation rate of Ninety Thousand and no Hundred Dollar 00/100 (\$90,000.00) and paid from account number 101-270.100-702.000. The terms of appointment are attached along with Mr. Smith's resume.

WHEREAS, Mayor Sheldon A. Neeley recommends that Eddie Smith be appointed as the Human Resources and Labor Relations Director.

NOW THEREFORE BE IT RESOLVED, that the Flint City Council approves the recommendation by Mayor Sheldon A. Neeley to appoint Eddie Smith as the Human Resources and Labor Relations Director.

APPROVED AS TO FORM:

Angela Wheeler
Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:

Amanda Trujillo
Amanda Trujillo, Acting Chief Financial Officer

FOR THE CITY OF FLINT:

Sheldon A. Neeley
Sheldon A. Neeley, Mayor

APPROVED BY CITY COUNCIL:

Monica Galloway
Monica Galloway, City Council President

TERMS OF APPOINTMENT

The Mayor of the City of Flint hereby appoints **Eddie Smith** as Human Resources and Labor Relations Director in accordance with the provisions of Flint City Charter §4-203(D).

1. **Scope of Services:** Under the general supervision of the Mayor and Human Resources and Labor Relations Director shall be responsible for the day-to-day operation of the Human Resources Department as described in Flint City Charter §§4-401 & 4-402 and; he shall be subject to all work rules and policies established by the City of Flint.

2. **Term of Appointment:** This appointment shall commence on August 10, 2020 and shall continue at the will of the Mayor.

3. **Compensation:** The Human Resources and Labor Relations Director shall be paid a salary based on an annual compensation rate of Ninety Thousand and no hundreds 00/100 (\$90,000.00). This salary shall be payable in regular timely installments, in the same manner as other employees of the City of Flint are paid. Such earnings shall be paid from account 101-270.100-702.000, Wages & Salaries.

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

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

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

Relations Director as articulated above shall not be in any way limited by the insurance coverage chosen by the City of Flint.

6. Termination: The City may terminate, without cause, this Agreement (and the resultant employment relationship) with the Human Resources and Labor Relations Director before the expiration set forth herein. In the event that this Agreement is terminated without Good Cause, the Human Resources and Labor Relations Director shall be entitled to accrued PTO.

The City may terminate, for Good Cause, this Agreement (and the resultant employment relationship) with the Human Resources and Labor Relations Director before the expiration set forth herein. In the event that this Agreement is terminated with Good Cause, the Human Resources and Labor Relations Director shall be entitled to accrued PTO.

The Human Resources and Labor Relations Director may voluntarily terminate this Agreement before the expiration of the term set forth herein by providing fourteen (14) days advanced written notice, unless agreed upon otherwise by the Parties. In the event that this Agreement is terminated pursuant to this subsection, the Human Resources and Labor Relations Director shall be entitled to accrued PTO.

If the term of appointment expires prior to reappointment, resignation, or termination by either party, the Human Resources and Labor Relations Director's appointment is automatically extended on a month-to-month basis for a maximum of six (6) months.

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

A. Any willful, knowing, grossly negligent, or negligent breach, disregard or habitual neglect of any provision of this Agreement, or any willful, knowing, grossly negligent, or negligent breach, disregard or habitual neglect of any duty or obligation required to be performed by the Human Resources and Labor Relations Director under this Agreement or applicable law.

B. Any misconduct of the Human Resources and Labor Relations Director involving an act of moral turpitude, criminal illegality (excepting minor traffic violations), or habitual violations of the traffic laws, whether or not related to the Human Resources and Labor Relations Director's official duties hereunder.

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

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

will return to the City all of the consideration received from the City as a result of this Agreement, and Appointee will pay to the City all of the costs, expenses, and attorney fees incurred by the City in defending against such a lawsuit or claim. However, nothing in this Agreement shall prevent Appointee from filing suit to challenge this Agreement or to enforce the terms of this Agreement.

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

Dated this ____ day of August 2020.

APPOINTEE:

FOR THE CITY:

Eddie Smith

Sheldon A. Neeley, Mayor

APPROVED AS TO FORM:

Angela Wheeler, Chief Legal Officer

S:\AWO\Terms of Appointment\E. Smith\2020.07.10 Eddie Smith TermsAppt (Director of Human Resources).doc

EDDIE L. SMITH
icsfax@earthlink.net

1206 Heatherwoode Rd
Flint, Michigan 48532

Days: (989) 729-4843
Evenings: (989) 721-9832

CAREER SUMMARY

Human Resources and Operations management with extensive experience in positions of increasing scope and responsibility in all facets of human resources, senior leadership roles and multi-site responsibilities. Demonstrated record of effective leadership, developing optimal performing cultures, strong values driven organizations and technical expertise in both human resources and strategic planning. Particular strengths in:

- Strategic Planning
- Communication/Presentations
- Labor/Employee Relations
- Leadership Development
- Benefits
- Compliance/Integrity Programs
- Recruitment/Retention
- Negotiation Skills
- Performance Improvement
- Education/Training
- Project Management
- Service Excellence

ACCOMPLISHMENTS

09/05 – Present, Director of Human Resources, Memorial Healthcare

(150 bed acute care facility; 1,250 employees)

Direct HR team of seven staff in ensuring continued compliance with all applicable state and federal employer/employee practices. Work to ensure critical thinking initiatives are communicated to employee's with clarity. Responsible for developing and directing the organization's overall human resource and development of policies and procedures. Promote and drive enthusiasm for company mission and values in support of short- and long-term strategic and tactical initiatives. Ensure legal compliance in all employee-related policies and activities. Collaborate with legal counsel on all EEOC related issues. Promote and drive company policies and practices in supporting the hospital's mission and values. Guide human resource initiatives and hospital's diversity and inclusion goals.

Accomplishments

- Strategic leader in employee relations, diversity and inclusion initiatives
- Direct high performance talent acquisition efforts
- Plans, organizes, and supervises all activities of the service center, benefits and HRIS
- Responsible for employee relations programs and activities, coaching/counseling management and employees
- Ensure compliance and audit of 401K and 457b

04/02 – 09/05, Director of Human Resources, McLaren Visiting Nurse Service of Michigan

(Home care & hospice company covering 4 major metro markets, part of 12,000 employees, 10 company health system) Lead negotiator in contract talks with UAW, MNA, and AFSCME for RN classifications and other bargaining groups. Develop, recommends, and implement human resource strategies aligned to those of MHCC and assigned areas of responsibilities. Develop and implements policies/contracts, procedures, and processes. Provides strategic direction for and leads change in key areas including staffing, performance management, and employee health. Lead and coach assigned leadership, professional and support staff. Train and coach leadership on diversity issues related to hiring, promoting and motivating employees.

Accomplishments

- Successfully negotiated critical language in first time UAW contract
- Created an environment of shared communication between leadership and staff
- Developed HR staff to be responsive to each departments strategic goal
- Created a favorable labor relations climate that resulted in the successful negotiation of multiple collective bargaining agreements with OPEIU, UAW and TEAMSTERS. Have utilized Target Specific Bargaining (TSB) principles.

11/97 – 04/02, Director of Human Resources, AETNA, Inc.

(National insurance firm; 25,000 employees, 10,000 locations)

Direct employee policy and procedures for the Michigan Region. Develop training programs to support the vision and goals of the company. Administer benefit program changes. Direct the region's strategic human resource plans to support the operational needs of the Midwest Region. Direct the recruitment efforts and responsible for the employee development program. Direct all aspects of the development and implementation of the compensation program. Establish policy, conduct compensation analysis, salary survey and administer region-wide executive compensation program.

Accomplishments

- Successfully aligned Mid-West Regions policy and procedures with corporate initiatives
- Directed the company's restructuring and reorganization goals for the Midwest Region
- Implemented corporate financial earnings training for managers, directors and Executive leadership

10/85 – 11/97, Human Resources Manager, HealthPlus of Michigan

(Recognized HMO leader in its region; 450 employees)

Responsible for all levels of recruitment including M.I.S. and senior executives. Assure compliance with federal and state laws pertaining to employment practices. Plan, develop and direct Human Resource programs. Develop and implement affirmative action policies. Develop and administer employee benefit program. Present training on working with a diverse work force. Research, develop, conduct and evaluate in-house training programs. Develop and communicate all personnel policy and procedure changes. Work with internal and external consultants to maintain compensation program. Manage a staff of five Human Resource Assistants and Administrative Aides.

Accomplishments

- Developed companywide onsite educational development program using local college instructors
- Developed the HR department into a strategic partner at the leadership level
- Selected by employees as the employee of the month on two different occasions

EDUCATION

B.S. Degree in Human Resources Management.

Central Michigan University

Specialization in human resource related areas, including Labor Relations and Performance Improvement.

COMMUNITY and PROFESSIONAL ORGANIZATIONS

Graduate of Shiawassee Leadership

Recipient of the 2008 Diamond Award for Outstanding Leadership

American College of Healthcare Executives Training

Board of Directors Michigan Healthcare Human Resources Association (MHHRA)

Society of Human Resources Management (SHRM)

American Society of Healthcare Human Resources Administration (ASHHRA)

Michigan Health & Hospital Association (MHA)

Completed the following Studer Group tools:

Manage Up:

Positioning others in a positive light. Worked with leadership and staff in applying the Studer principles to manage up employees. It is a form of communication at all levels that aligned our skills, our co-workers, other departments and physicians to the goals of Memorial Healthcare.

Must Haves:

Developed the tool which Specified actions and “to-do’s” which are common to Memorial Healthcare in achieving exceptional results.

Nine Principles:

Worked with leadership to develop a sequenced step-by-step process and roadmap to attain desired results and help leaders develop and achieve an excellence-based culture.

Pillars:

Worked in teams to develop and set a foundation and framework which could be used to set organizational goals and the evaluation process.

Rounding for Outcomes:

Developed a comprehensive process that involved each leadership person in communicating with employees, physicians and patients in such a way that there is a specific purpose to walk away with specific outcomes. Rounding was required and communicated back to the CEO for required follow-up.

AFILIATIONS

Board of Directors, New Beginnings Community Outreach
Flint Township Board of Appeals

REFERENCES: Excellent references available upon request

2/28/2018

Hiring Authority

Dear Hiring Authority,

As a Human Resources Executive with more than 20 years of service in the Human Resource field, one of my primary goals has been to develop broad, long-term aims that define accomplishment of the mission that get employees from where they are to where they have not been." I've been recognized for what I think is my greatest strength, and that is, being an effective mentor who uses what I have learned to guide my direct reports and colleagues so they may reach their own personal goals and those of the organization. This I believe will help deliver impressive results.

I am most interested in a position that offers additional opportunities for advancement, a chance to use my rich mix of skills. I am an extremely strong leader who is vision driven, intelligent, intuitive, and extremely focused on employee relations!

I would welcome the chance to discuss my qualifications with you in greater detail. If you wish to schedule a meeting, please let me know. In the meantime, please know that I appreciate your time and consideration.

Sincerely,

Eddie Smith

CITY OF FLINT



PROPOSAL #20000522

RESOLUTION NO: **200295**

PRESENTED: **JUL 27 2020**

ADOPTED: _____

BY THE CITY ADMINISTRATOR:

RESOLUTION TO DOVER & COMPANY FOR OVERHEAD DOOR REPLACEMENT

The Division of Purchases & Supplies solicited proposals for FY19/20 for a three (3) year period for Overhead Door Replacement as requested by the Department of Public Works.


Four (4) proposals were submitted. Dover & Company was the responsive bidder. The total amount purchased (relieved) on purchase orders were in the amount of \$45,849.38 for departments. (FY19/20)

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

Dept.	Name/Description of Account	Account #	Grant #	Amount
101	Overhead Door & Repairs	753.200-801.000	N/A	\$ 40,000.00

IT IS RESOLVED, that the Proper City Officials, are authorized to approve the issuance of a purchase order to Dover & Company for Overhead Door Replacement for FY20/21 in the amount not to exceed \$40,000.00 and FY21/22 for the amount of \$40,000.00.

APPROVED AS TO PURCHASING:


Joyce A. McClane
Purchasing Manager

APPROVED AS TO FINANCE:

Amanda Trujillo
Acting Chief Financial Officer

APPROVED AS TO FORM:


Angela Wheeler, Chief Legal Officer


Clyde Edwards, City Administrator

CITY COUNCIL:

Monica Galloway, Council President



BID/PROPOSAL RESOLUTION STAFF REVIEW

CITY OF FLINT, Office of Purchases & Supplies

TODAY'S DATE: 10/08/2019

AGENDA ITEM TITLE: Overhead Door Services BID/PROPOSAL# 20-522

DO YOU EXPECT THIS PURCHASE ORDER WILL CONVERT TO A CONTRACT? ☐ YES ☐ NO

PREPARED BY: Kathryn Neumann, DPW Admin. For Robert Bincsik

BACKGROUND/SUMMARY OF PROPOSED ACTION: The purpose of this resolution is for authorization to award overhead/garage door repair and replacements to Dover & Co.

FINANCIAL IMPLICATIONS: There is funding in the account listed below

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

ACCOUNT NO: 101-753.200-801.000 AMOUNT: \$ 40,000.00

PRE-ENCUMBERED? YES ☒ NO ☐ REQUISITION NO: 190002047

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

STAFF RECOMMENDATION: (PLEASE SELECT): APPROVED

STAFF PERSON SIGNATURE: *Robert Bincsik*

(PLEASE TYPE NAME, TITLE)

Robert Bincsik, Director of Public Works

For Purchasing Use Only: PO/CONTRACT#

19-001993

DATE RECEIVED: _____

From: Joyce McClane
Purchasing Manager

REPORT FOR
DOVER COMPANY

PURCHASING DIVISION

PO Number	Req Number	Description	Amount	Amount Relieved	Vendor Name	Post Date	Approval Dept
19-001993	190002047	OVERHEAD DOOR SERVICES	43,700.00	29,530.84	DOVER & COMPANY	7/1/2019 12:00:00 AM	MAINT
19-001663	190001598	OVERHEAD DOOR REPAIR FOR THE WATER TREATMENT PLANT FACILITY	3,000.00	0.00	DOVER & COMPANY	7/3/2019 12:00:00 AM	WA PLANT
19-002002	190001637	GARAGE DOOR REPAIRS	10,500.00	302.50	DOVER & COMPANY	7/3/2019 12:00:00 AM	WSC
19-002154	190001862	FY 2020 WPC OVERHEAD DOOR AND PM SERVICE	5,000.00	145.00	DOVER & COMPANY	7/3/2019 12:00:00 AM	WPC
19-002040	190001948	OBC DOOR REPAIR REPLACEMENT	10,000.00	5,456.04	DOVER & COMPANY	7/3/2019 12:00:00 AM	CED
19-001669	190002282	OVERHEAD DOOR SERVICES - PO TO BE USED UNTIL BIDS COME BACK (DOVER DOOR)	10,000.00	10,000.00	DOVER & COMPANY	7/29/2019 12:00:00 AM	MAINT
	200002756	GARAGE DOOR REPAIRS	6,000.00	0.00	DOVER & COMPANY	1/18/2020 12:00:00 AM	WSC
			88,200.00	45,434.38			



CITY OF FLINT

DEPARTMENT OF PUBLIC WORKS

Dr. Karen W. Weaver
Mayor

Robert Bincsik
Director of Public Works

October 8, 2019

TO: Joyce A. McClane
Purchasing Manager

FROM: Robert Bincsik, Director *RB*
Public Works & Utilities

SUBJECT: RECOMMENDATION – OVERHEAD/GARAGE DOOR REPAIRS –
PROPOSAL #20-522

I have carefully reviewed the bids received for overhead/garage door repair services. I am recommending the low bidder Dover & Co.

I am requesting a purchase order in the annual amount not to exceed \$40,000.00. Requisition #19002047 has been pre-encumbered.

If you have any questions or concerns, feel free to give me a call at 810 577-8267.

/krm

CITY OF FLINT



BID #20000002

RESOLUTION NO. 200300

PRESENTED: JUL 27 2020

ADOPTED: _____

BY THE CITY ADMINISTRATOR:

RESOLUTION TO ALDRIDGE TRUCKING, INC FOR LIMESTONE, FILL SAND & TOPSOIL

The Division of Purchases & Supplies solicited proposals for Limestone, Fill Sand and Topsoil as requested by the Department of Public Works Department for two (2) years; and

Aldridge Trucking, Inc., Flint, Michigan was the responsive bidder from four (4) solicitations for said requirements.

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

Dept.	Name/Description of Account	Accounts #	Grant #	Amount
DPW- WPC	Fill Sand, Topsoil & Limestone (Aggregates)	590-550.202-775.000	N/A	\$ 10,000.00
DPW-WSC	Fill Sand & Stone	591-540.202-726.000	N/A	\$ 33,000.00
DPW-WSC	Fill Sand & Stone	590-540.208-726.000	N/A	\$ 22,000.00

IT IS RESOLVED, that the proper City Officials are authorized to approve the issuance of a purchase order to Aldridge Trucking, Inc. for Limestone, Fill Sand, and Topsoil in the amount not to exceed \$65,000.00 for FY20/21.

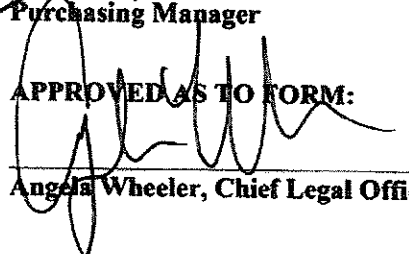
APPROVED AS TO PURCHASING:


Joyce A. McClane
Purchasing Manager

APPROVED AS TO FINANCE:



Amanda Trujillo
Acting Chief Financial Officer

APPROVED AS TO FORM:


Angela Wheeler, Chief Legal Officer


Clyde Edwards, City Administrator

CITY COUNCIL:


Monica Galloway, Council President



City of Flint

Department of Finance

Division of Purchases & Supplies

For transparency and auditing purposes:

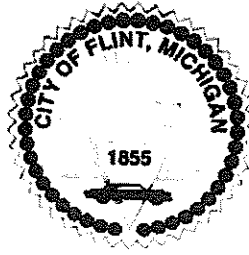
During the period of March 2019 and several months thereafter, purchasing was going through a transitional period without staff and CFO.

Aggregates were bid and budgeted in FY19/20 but by mistake was missed from going to Council.

Purchasing did its due diligence and went out for bid and four (4) solicitations were submitted. The aggregates are for a two (2) year agreement. This item was in the budget for FY19/20.

Vendor Name	Description	Req Number	PO Number	Amount	Amount Relieved	Approval Dept	Post Date	Expiration Date
ALDRIDGE TRUCKING	SAND & STONE	190001593	19-001662	55,000.00	54,425.36	WSC	7/3/2019 12:00:00 AM	6/30/2020 12:00:00 AM
ALDRIDGE TRUCKING	FILL SAND	190001731	19-001536	5,000.00	0.00	STREET	7/3/2019 12:00:00 AM	6/30/2020 12:00:00 AM
ALDRIDGE TRUCKING	23A LIMESTONE FOR STREET REPAIRS	190001732	19-001544	21,000.00	14,857.75	STREET	7/3/2019 12:00:00 AM	6/30/2020 12:00:00 AM
ALDRIDGE TRUCKING	3CS SAND	190001733	19-001537	3,500.00	3,032.85	STREET	7/3/2019 12:00:00 AM	6/30/2020 12:00:00 AM
ALDRIDGE TRUCKING	FY 2020 WPC VARIOUS AGGREGATES	190001802	19-001756	13,000.00	12,819.52	WPC	8/27/2019 12:00:00 AM	6/30/2020 12:00:00 AM
ALDRIDGE TRUCKING	TOPSOIL	190002500	19-001996	15,000.00	8,994.15	STREET	10/9/2019 12:00:00 AM	6/30/2020 12:00:00 AM
ALDRIDGE TRUCKING	LIMESTONE	200002759	20-002286	3,000.00	824.68	WA PLANT	1/22/2020 12:00:00 AM	6/30/2020 12:00:00 AM
ALDRIDGE TRUCKING	LIMESTONE	200003135	20-002497	3,000.00	0.00	WA PLANT	5/21/2020 12:00:00 AM	6/30/2020 12:00:00 AM
				118,500.00	94,954.31			

FY19/20 (July 1, 2019 thru June 30, 2020)



Bidder #2 – Aldridge Trucking Co., Inc., Davison, MI

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	YD	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

Purchase Requisition

07/20/2020

06:47 PM

Purchase Requisition No 200003291

Requested Date 07/06/2020

Department WSC

Required Date

Requested By bduncan

Preferred Vendor 0000000556
ALDRIDGE TRUCKING

Address 5135 N GALE RD

DAVISON, MI 48423

Req. Description SAND & STONE

Qty.	Description	GL Number 1	Unit Price	Amount
55,000	FILL SAND AND STONE	590-540.208-726.000	1.00	55,000.00
Total:				55,000.00

Purchase Requisition

07/20/2020

06:45 PM

Purchase Requisition No 200002965

Requested Date 07/03/2020

Department WPC

Required Date 07/03/2020

Requested By KWALLACE

Preferred Vendor 0000000556

ALDRIDGE TRUCKING

Address 5135 N GALE RD

DAVISON, MI 48423

Req. Description FY 2021 WPC VARIOUS AGGREGATES

Qty.	Description	GL Number 1	Unit Price	Amount
10,000	MISC. AGGREGATES, YEAR 2 OF	590-550.202-775.000	1.00	10,000.00
Total:				10,000.00

Vendor Name	Description	Req Number	Amount	Amount Relieved	Post Date	Expiration Date	Approval Dept
ALDRIDGE TRUCKING	FY 2021 WPC VARIOUS AGGREGATES	200002965	10,000.00	0.00	7/3/2020 12:00:00 AM	6/30/2021 12:00:00 AM	WPC
ALDRIDGE TRUCKING	SAND & STONE	200003291	55,000.00	0.00	7/6/2020 12:00:00 AM	6/30/2021 12:00:00 AM	WSC

FY20/21 (July 1, 2020 thru June 30, 2021)

CITY OF FLINT



BID #20000002

RESOLUTION NO: 200300.1

PRESENTED: AUG 10 2020

ADOPTED: _____

BY THE CITY ADMINISTRATOR:

RESOLUTION TO ALDRIDGE TRUCKING, INC FOR LIMESTONE, FILL SAND & TOPSOIL

The Division of Purchases & Supplies solicited proposals for Limestone, Fill Sand and Topsoil as requested by the Department of Public Works Department.

Four (4) proposals were submitted. Aldridge Trucking, Inc., 5135 N. Gale Rd., Davison, Michigan 48423, was the responsive bidder.

Funding for said services are available in the budget for FY21 (07/01/20 – 06/30/21):

Account Number	Account Name	Amount
590-550.202-775.000	Fill Sand, Topsoil & Limestone (Aggregates)	\$10,000.00
591-540.202-726.000	Fill Sand & Stone	\$33,000.00
590-540.208-726.000	Fill Sand & Stone	\$22,000.00
203-449.201-726.000	Topsoil	\$ 5,000.00
203-449.201-726.000	23A Limestone	\$21,000.00
203-449.201-726.000	Fill Sand	\$ 3,500.00
202-449.203-726.000	3CS Sand	\$ 3,500.00
FY21 (07/01/20 – 06/30/21) Total		\$ 98,000.00

IT IS RESOLVED, that the proper City Officials are authorized to approve the issuance of a purchase order to Aldridge Trucking, Inc. for Limestone, Fill Sand, and Topsoil in the amount not to exceed \$98,000.00 for FY21 (07/01/20 – 06/30/21) and pending FY22 budget for the amount of \$98,000.00.

APPROVED AS TO FORM:

APPROVED AS TO FINANCE:

Angela Wheeler, Chief Legal Officer

Amanda Trujillo, Acting Chief Financial Officer

FOR THE CITY OF FLINT:

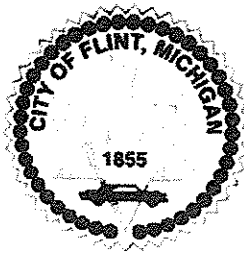
APPROVED BY CITY COUNCIL:

Clyde Edwards, City Administrator

Monica Galloway, City Council President

APPROVED AS TO PURCHASING:

Joyce A. McClane
Purchasing Manager



Bidder #2 – Aldridge Trucking Co., Inc., Davison, MI

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	YD	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



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 07/13/2020

BID/PROPOSAL# 20000002

AGENDA ITEM TITLE: WPC Aggregates

PREPARED BY Krystal Wallace

VENDOR NAME: Aldridge Trucking

BACKGROUND/SUMMARY OF PROPOSED ACTION:

WPC uses aggregate for various applications such as backfilling, road restorations, landscaping, new construction, and related projects. This purchase order allows WPC to complete some preventative maintenance tasks as well as maintain the grounds at the wastewater treatment facilities.

I recommend that the lowest qualified bidder, Aldridge Trucking, Inc., be awarded the bid in the amount of \$10,000.00. WPC spent \$13,000.00 for aggregates with Aldridge Trucking for FY 2020 and is requesting approval for a FY 21 purchase order in the amount of \$10,000.00.

Please issue a purchase order in the FY2021 budgeted amount of \$10,000.00, 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 Code	Amount
DPW-WPC	Repair/Maint Supplies	590-550.202-775.000		\$10,000.00
		FY20/21 GRAND TOTAL		\$10,000.00
	TWO YEAR TOTAL (Includes FY 2020 expenses)			\$23,000.00

PRE-ENCUMBERED? YES ☒ NO ☐ REQUISITION NO: 200002965

ACCOUNTING APPROVAL: _____ Date: _____

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐



CITY OF FLINT

(If yes, please indicate how many years for the contract) 2 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 \$13,000.00 spent FY2020

BUDGET YEAR 2 \$10,000.00 for FY2021

BUDGET YEAR 3

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

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

DEPARTMENT HEAD SIGNATURE: _____

Jeanette H. Best
(Jeanette Best, WPC Manager)



CITY OF FLINT

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

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

BUDGET YEAR 1: \$15,000.00

BUDGET YEAR 2: \$15,000.00

BUDGET YEAR 3: \$15,000.00

OTHER IMPLICATIONS (i.e., collective bargaining): N/A

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

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



CITY OF FLINT

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

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

BUDGET YEAR 1

BUDGET YEAR 2

BUDGET YEAR 3

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

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

DEPARTMENT HEAD SIGNATURE: _____ Betty Wideman, Transportation Operations Manager (John Daly is aware of this request)

(

CITY OF FLINT



(GSA Contract# 35F0265X)

RESOLUTION NO: 200319

PRESENTED: AUG 10 2020

ADOPTED: _____

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO INFORMATION BUILDERS, INC. FOR
CLOUD & SOFTWARE ACCESS FOR THE POLICE DEPARTMENT**

The Division of Purchases & Supplies solicited proposals for Cloud and Software access using the U.S. General Services Administration (GSA) Contract# 35F0265X) as requested by the Police Department.

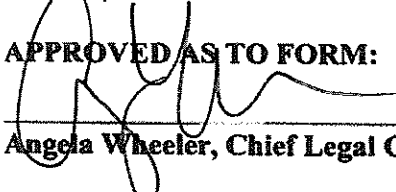
This software is part of the City of Flint Police Department's TIP Grant. The software is for Real-Time Tactical Intelligence with video Integration. Information Builders, Inc., Two Penn Plaza, New York, NY 10121-2898, is the provider of requested services.

Funding for said services are available in the following account for FY21 (07/01/20 – 06/30/21):


Account Number	Grant Code	Account Name	Amount
296-301.601-977.000	FDOJ-TIPS18	Onshore WebFocus Coordinator	\$ 90,600.00
296-301.601-977.000	FDOJ-TIPS18	Offshore Senior WebFocus Developer	\$ 48,000.00
FY21 (07/01/20 – 06/30/21) Total			\$138,600.00

IT IS RESOLVED, that the Proper City Officials are to do all things necessary to enter into a contract with Information Builders, Inc. for Cloud and Software access for FY21 (07/01/20 – 06/30/21) in the amount not to exceed \$138,600.00.

APPROVED AS TO FORM:


Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:


Amanda Trujillo, Acting Chief Financial Officer

FOR THE CITY OF FLINT:


Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:


Monica Galloway, City Council President

APPROVED AS TO PURCHASING:


Joyce A. McClane
Purchasing Manager



CITY OF FLINT

PRE-ENCUMBERED? YES ☐ NO ☒ REQUISITION NO:

ACCOUNTING APPROVAL: Paul J. Hart Date: 1-1-00

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

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

BUDGET YEAR 1

BUDGET YEAR 2

BUDGET YEAR 3

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

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

DEPARTMENT HEAD SIGNATURE: Philip J. Hart Chief
(PLEASE TYPE NAME, TITLE)

Purchase Requisition

08/04/2020

12:28 PM

Purchase Requisition No 200003083

Requested Date 07/03/2020

Department POLICE

Required Date

Requested By RJohnson

Preferred Vendor 0000006741

INFORMATION BUILDERS, INC

Address TWO PENN PLAZA

NEW YORK, NY 10121-2898

Req. Description IBI SOFTWARE (SOW)

Qty.	Description	GL Number 1	Unit Price	Amount
90,600	ONSHORE WEBFOCUS COORDINATO	296-301.601-977.000		
48,000	OFFSHORE SENIOR WEBFOCUS DE	296-301.601-977.000		
Total:				



MASTER CLOUD SERVICES AGREEMENT
INFORMATION BUILDERS CLOUD SERVICES RIDER

Rider Date: 1/30/2020

Delivery Date: 1/30/2020

This Cloud Services Rider is to the Master Cloud Services Agreement dated January 30, 2020 (the "MCSA") between City of Flint Police Department ("Customer"), and Information Builders, Inc., ("IBI"), a New York corporation with principal offices at Two Penn Plaza, New York, NY 10121-2898.

IBI hereby agrees to provide a hosted cloud based computing environment during the term hereof, wherein the Customer may deploy IBI based applications ("IBI Cloud"). The IBI Cloud utilizes the IBI cloud provider's infrastructure and is subject to the IBI Cloud Terms and Conditions set forth herein. During the term the Customer is permitted to use the menu of IBI software items identified herein ("IBI Software") in the IBI Cloud, along with any other software required by IBI or IBI's cloud provider. The Customer shall not be permitted to deploy any non-IBI based solutions in the IBI Cloud. Customer shall utilize the specified Operating System Version of the IBI Software; and the IBI Cloud shall be configured with the number of Cores and Images set forth herein. Upgrade fees shall apply if Customer requires more Cores or Images than authorized herein, or any other mutually agreed to pricing parameter set forth below. In the event this Rider specifies a number of Users authorized to use a component of the IBI Software, then the Customer shall be subject to an upgrade fee if Customer requires more Users than authorized herein. The IBI Software is subject to the warranties set forth in the MCSA.

During the term hereof, the Customer shall be entitled to receive: (a) the Managed Hosting and Cloud Support Services set forth below; and (b) InfoResponse Basic services (maintenance) which includes: (a) telephone or other electronic support twenty four (24) hours a day seven (7) days a week via IBI's global support centers or from a local branch, if available; and (b) enhancements and updates and new releases to the IBI Software. The Managed Hosting and Cloud Support Services together with the InfoResponse Basic services and right to use IBI Software are collectively referred to as "Cloud Services".

Permitted Third Party Browser Access to Customer's WebFOCUS Applications. The IBI Software shall only be installed in the IBI Cloud environment and the right to use the IBI Software does not extend to any other environment and is not transferrable. However, the parties acknowledge that the Customer may elect to provide unaffiliated third parties who are not full security users of the IBI Software (such as customers, vendors, contractors or business partners) with limited permitted access to outward facing WebFOCUS applications written by, or on behalf of Customer. Customer shall be permitted to allow such access via a web browser communicating with the WebFOCUS Reporting Server (if provided hereunder). Such usage shall not constitute a breach of this Agreement, as long as: (a) said access is in furtherance of Customer's core internal business; (b) the WebFOCUS software is installed only in the authorized IBI Cloud environment; (c) any unaffiliated third party access shall be limited to requests for output from Customer's WebFOCUS application(s) which may include delivery of reports, charts, and analysis (in a format determined by Customer) for the benefit of Customer's business; (d) said third parties shall not be permitted to develop applications or dashboards of its own, or for other third parties; (e) Customer is not providing such access to act as either an application service provider ("ASP") or Software-as-a-Service ("SaaS") provider to any such unaffiliated third party.

The Cloud Services set forth herein are non-cancelable during the Cloud Services Term and shall automatically expire upon the expiration of the Cloud Services Term. In the event that Customer wishes to renew Cloud Services for an additional term, then Customer must notify IBI in writing no less than ninety (90) days prior to the expiration of the Cloud Services Term and execute a new Cloud Services Rider.

IBI Cloud Provider: Amazon Web Services (AWS)

Installation Location: AWS Reston Virginia Facility

Operating System: Windows	Annual Cloud Services Fee: \$114,012.00
Cloud Services Term: 2 Years	Delivery Method: Access to IBI Cloud
Cloud Services Term Start Date: 1/30/2020	Cloud Services Term End Date: 1/29/2022

Information Builders Cloud Bundles

I. WebFOCUS Total Access Cloud (WTAC)

Production Image Site Code: _____

Non-Production Image Site Code: _____

Software Item(s)	IBI Feature Code	# Users permitted	Production and Non-Production Images and Associated Provisioned Resources

* If blank, the number of Images permitted = (1); "Users", "Images", "Cores" and capitalized terms are as defined in the MCSA and/or IBI's standard terms.

Cloud WTAC Rider

IBI Confidential and Proprietary Information

Page 1 of 7

Total-Access WebFOCUS User Bundle for Cloud All included features and components of WebFOCUS are turned on and available for use. Additional Included Software: iWay DataMigrator One Copy WebFOCUS App Studio (1 User Copy) Exclusions: Performance Management Framework, Insurance Performance Framework, Law Enforcement Analytics, Omni-Gen Health Data Insights, InfoGraphics, WebFOCUS Enterprise Usage Monitor	WTAC	40	Production Image: <ul style="list-style-type: none"> ▪ m5.xlarge ▪ 500GB General Purpose SSD storage monthly ▪ 500GB Outbound Network Bandwidth monthly ▪ One VPN connection Non-Production Image: <ul style="list-style-type: none"> ▪ m5.xlarge ▪ 500GB General Purpose SSD storage monthly ▪ 500GB Outbound Network Bandwidth monthly ▪ One VPN connection
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II. Omni-Gen Total Access Cloud Integration Edition (OIEC)

OIEC Production Image Site Code: _____ OIEC Non-Production Image Site Code: _____

<u>Software Item(s)</u>	<u>IBI Feature Code</u>	<u># Users permitted</u>	<u>Production and Non-Production Images and Associated Provisioned Resources*</u>	<u>Number of Permitted Cores</u>
Omni-Gen Total Access Cloud – Integration Edition	OIEC	40	Production Image: <ul style="list-style-type: none"> ▪ m5.large ▪ 500GB General Purpose SSD storage monthly ▪ 500GB Outbound Network Bandwidth monthly ▪ One VPN connection Non-Production Image: <ul style="list-style-type: none"> ▪ m5.large ▪ 500GB General Purpose SSD storage monthly ▪ 500GB Outbound Network Bandwidth monthly ▪ One VPN connection 	4

The Annual Fee above includes the use of the additional Software Items listed with the number of Users, Cores and Images specified.

Terms:

1. Included Cloud Managed Hosting/Cloud Support Services:
 - a. Provisioning management of Cloud environment and WebFOCUS and Omni-Gen software.
 - b. Logging, Monitoring and Event Management.
 - c. Continuity Management - Snapshot backups and restore actions.
 - d. Security and Access Management - anti-malware protection, intrusion detection and intrusion prevention systems, configuration of default security capabilities, such as Identity Access Management (IAM) roles and EC2 security groups.
 - e. Patch Management - updates to EC2 instances for supported operating systems and software pre-installed with supported operating systems.
 - f. Secure VPN access to on-premise resources.
 - g. 24x7x365 Technical Support.
 - h. Relational Database Services (optional, if ordered):
<https://docs.aws.amazon.com/AmazonRDS/latest/UserGuide/Welcome.html>

* If blank, the number of Images permitted = (1); "Users", "Images", "Cores" and capitalized terms are as defined in the MCSA and/or IBI's standard terms.

Cloud WTAC Rider

IBI Confidential and Proprietary Information

Page 2 of 7

The following services are not included – but may be available under separate consulting engagement:

- Database Administration (Database design, indexing, etc.)
- Optimization and tuning of databases or other software for optimal performance
- WebFOCUS Administration services
- Application Development

2. IBI CLOUD SERVICES TERMS AND CONDITIONS:

- A. CLOUD SERVICES. The Cloud Services include the hardware, software, operating systems, networking equipment, data communication facilities and internet connections, bandwidth, and other products and services described above. IBI or its service provider may also perform technical services not listed in this attachment that are expressly requested by Customer in writing in advance ("Additional Services"). Additional Services. The scope and cost of Additional Services must be agreed to in advance in writing and shall be set forth in a separate mutually agreed to Work Order or Statement of Work which references an applicable Consulting Agreement between parties.
- B. COMMENCEMENT; ACCESS TO THE SERVICES. Cloud Services will commence on the Cloud Services Term Start Date. IBI shall provide for download of the IBI Software to the IBI Cloud environment by the Cloud Services Term Start Date and will provide Customer with access to the IBI Cloud upon completion of installation. IBI shall inform Customer by email that its configuration is accessible over the Internet and that its password(s) are available. The IBI Software shall be available for use by the Customer in the specified configuration for the duration of the applicable Cloud Services Term. The IBI Software is to be located on the IBI Cloud Provider servers that are controlled by the IBI Cloud Provider. Customer may access the IBI Software and certain IBI Cloud Provider software, but has no right to receive a copy of the object code or source code to the IBI Software or the IBI Cloud Provider software.
- C. IBI CLOUD PROVIDER SOFTWARE. Customer will have access to certain IBI Cloud Provider software products ("Cloud Products") as part of the IBI Cloud in addition to the IBI Software set forth above. NEITHER IBI NOR IBI'S CLOUD PROVIDER MAKE ANY REPRESENTATIONS OR WARRANTY WHATSOEVER REGARDING ANY CLOUD PRODUCTS OR RELATED SUPPORT SERVICES THAT SERVICE PROVIDER MAY PROVIDE AND, AS BETWEEN CUSTOMER AND IBI AND IBI CLOUD PROVIDER, SUCH CLOUD PRODUCTS AND RELATED SUPPORT SERVICES ARE PROVIDED "AS IS." Customer is not granted any title or intellectual property rights in or to any Cloud Products provided as part of the IBI Cloud, and Customer may only use the Cloud Products in connection with the IBI Cloud as permitted under this Rider. Customer's acceptance or use of Cloud Products provided as part of the IBI Cloud is deemed to be an acceptance by Customer of the license or other agreement that governs the use of the Cloud Products. Customer shall not (i) copy any Cloud Products; (ii) remove, modify, or obscure any copyright, trademark or other proprietary rights notices that appear on any Cloud Products or appear during use; or (iii) reverse engineer, decompile or disassemble any Cloud Products. Customer's use of any Cloud Products is governed by the terms and conditions set forth in links to any applicable license agreements. In the event that IBI agrees to permit any third party software applications to be installed in the IBI Cloud, then Customer shall obtain all consents and licenses required for all parties to legally access and use all software that Customer places on the IBI Cloud without infringing any ownership or intellectual property rights. Upon IBI's request, Customer shall provide reasonable proof to IBI that Customer has obtained such consents and licenses. IBI and IBI's Cloud Provider will be relieved of any obligations under this Rider that are adversely affected by Customer's failure to obtain any required consents or licenses, or to promptly furnish reasonable evidence that Customer has obtained those consents or licenses.
- D. SERVICE LEVEL AGREEMENT.
- i. IBI has agreed to pass through Service Level Agreement provisions to Customer that are consistent with the Service Level Agreement ("SLA") provisions contained in IBI's Agreement with IBI's Cloud Provider ("Service Provider Agreement"); which provides for service level credits for uptime/downtime as set forth in the following URL: <https://aws.amazon.com/compute/sla/>. Customer acknowledges that service level credits granted by IBI to Customer shall be Customer's sole and exclusive remedy for failure to provide the guaranteed levels of service set forth in the SLA. IBI shall pursue service level credits from IBI's Cloud Provider as set forth in subsection (ii) below. In the event IBI has successfully obtained any credits from the IBI's Cloud Provider in accordance the SLA, then IBI agrees to extend prorated credits towards subsequent Cloud Services Subscription renewals. The amount of such credits shall be reasonably determined solely by IBI.
- ii. In the event Customer reasonably determines that a claim against the SLA guarantee levels of service is due, then Customer shall promptly contact Dan Ortolani, IBI's Senior Vice President, Worldwide Customer Service via e mail at Daniel.Ortolani@informationbuilders.com (or other designee that IBI may name later). Customer shall promptly advise IBI of the SLA issue, the chronology of the issue and reasons the SLA claim is warranted. Customer agrees to reasonably cooperate with IBI in documenting, investigating and pursuing any SLA claims with IBI's Cloud Provider. Service Level Credits must be requested by Customer in writing within thirty (30) days of the qualifying event; and Customer will make every reasonable attempt to notify IBI in writing of any downtime the same day, or next business day.
- E. FEES, TAXES AND PAYMENT. Customer agrees to pay all fees under the Rider and these terms and conditions, including but not limited to any Cloud Services Fees, Upgrade fees, Additional Service fees and any excess usage fees. Customer shall pay IBI for all Services accessed through its account, including all fees resulting from unauthorized use, except where the unauthorized use is caused by the acts or omissions of IBI or IBI's Cloud Provider. Customer shall pay all taxes on the IBI Cloud that IBI or IBI's Cloud Provider is required by law to collect, including transaction, local, value-added, sales, and service taxes. All fees specified in this Rider are exclusive of any such taxes, duties, levies or fees. Unless otherwise provided in the MCSLA, IBI may elect to suspend the IBI Cloud if a fee is greater than thirty (30) days past due.
- F. CONFIGURATION AND CONTENT. Customer acknowledges and accepts that the role of IBI is solely that of a supplier of software, related items and services and that it is Customer's responsibility to determine its own data processing requirements and to satisfy itself that the Software and IBI Cloud meets such requirements. Customer recognizes it is responsible for the selection, use of, and results obtained from any Software and its use in the IBI Cloud, whether the computing environment provided hereunder is suitable, and whether it meets and will continue to meet Customer's capacity, performance and scalability needs. Customer is also responsible for the results of implementing any recommendations made by IBI or IBI's Cloud Provider regarding its individual use of the IBI Cloud as configured. Customer is responsible for requesting all required upgrades and modifications to the IBI configuration, including those required to address one or any

* If blank, the number of Images permitted = (1); "Users", "Images", "Cores" and capitalized terms are as defined in the MCSA and/or IBI's standard terms.
Cloud WTAC Rider IBI Confidential and Proprietary Information

combination of the following: (i) a spike or change in system resource utilization; (ii) processing requirements; (iii) storage requirements; or (iv) hardware and software deprecation. In the event Customer requires an upgrade to its Cloud Services configuration by increasing the number of permitted Cores, RAM, Storage or bandwidth, then such upgrade shall be in effect for the remaining balance of the Cloud Services Term. Customer is solely responsible for the selection, compatibility, licensing, accuracy, performance, maintenance, and support of all information, software, and data, including any hypertext markup language files, scripts, programs, software, applications, recordings, sound, music, graphics, images, applets or servlets that Customer or its subcontractors or end users create, install, upload or transfer on, from or through the configuration ("Content"). IBI or IBI's Cloud Provider may immediately (and without prior notice) block access to any Content on the IBI Cloud (i) that it believes violates the law, misappropriates or infringes the intellectual property rights of a third party, or violates the terms and conditions of this Rider; or (ii) pursuant to the Digital Millennium Copyright Act, a subpoena, or an order issued by a court or government agency.

- G. **CONDITIONS OF USE.** Customer's usage in the IBI Cloud is limited to Customer's WebFOCUS and/or iWay software applications utilizing the IBI Software identified in the Rider; along with any software that IBI bundles with such licenses and/or the Cloud Products necessary to run such applications. Customer shall not be permitted to run other non-IBI provided software applications and/or databases (unless expressly authorized by IBI) in the IBI Cloud. Customer's right to use the IBI Cloud is conditional upon the provisions set forth herein. Customer may not:
- i. transfer to any other person or entity any of its rights to use the IBI Cloud;
 - ii. sell, rent or lease the IBI Cloud to any third party;
 - iii. make the IBI Cloud available to anyone who is not an authorized User as permitted under the MCSA and this Rider;
 - iv. create any derivative works based upon the IBI Cloud or documentation;
 - v. copy any feature, design or graphic in, or reverse engineer the Cloud Products;
 - vi. use the IBI Cloud in a way that violates any criminal or civil law;
 - vii. exceed the usage limits listed in the Rider.
- H. **CUSTOMER ACCEPTABLE USE AGREEMENT.** Customer agrees: (i) that its use of the IBI Cloud shall be in compliance with the Acceptable Use Policy ("AUP") posted at <https://aws.amazon.com/aup>; as it may be amended from time to time and as it may be made available on any successor or related site designated by IBI or IBI's Cloud Provider; (ii) to comply with all applicable laws, regulations, and ordinances relating to its use of the IBI Cloud; (iii) that Customer shall encrypt, any Personally Identifiable Information (defined below) transmitted to or from, or stored on, the IBI Cloud servers, storage devices or equipment; neither IBI nor IBI's Cloud Provider shall be held liable in the event Customer fails to do so. "Personal Information" and "Personally Identifiable Information" means any information or set of information that identifies or could be used to identify an individual including but not limited to Protected Health Information ("PHI") as defined in the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). The AUP is incorporated herein and forms a part of this Rider.
- I. **RESPONSIBILITY FOR CUSTOMER USE.** Customer shall be liable for all fees arising from Customer's use of the IBI Cloud that are not authorized by IBI. Customer shall be responsible for any usage in violation of the AUP, Privacy Policy or any applicable law, regulation or ordinance. Customer shall cooperate with IBI and IBI's Cloud Provider's reasonable investigation of any suspected violation of the AUP, Privacy Policy or any law regulation or ordinance by Customer. IBI or Service Provider shall have the right to immediately terminate Customer's Cloud Services subscription in the event Customer breaches the AUP or the Privacy Policy. IBI and/or IBI's Cloud Provider may immediately, without prior notice or liability, suspend any IBI Cloud use that is in violation of any law, regulation or ordinance. Data stored in the IBI Cloud may not be available during a suspension.
- J. **SUPPORT.** IBI shall be the contact for any and all aspects of Customer maintenance and telephone support ("InfoResponse") and Customer technical and account support relating to the IBI Software and the IBI Cloud. If IBI determines, in its reasonable discretion, that a support issue is related to the IBI's Cloud Provider, IBI will work directly with IBI's Cloud Provider. IBI's Cloud Provider shall have no obligation to accept support calls or other requests from Customer or to otherwise interact with Customer.
- K. **CUSTOMER DATA.**
- i. Customer must provide all data for use with or in the IBI Cloud and Customer is solely responsible for the content and accuracy of the "Customer Data".
 - ii. Customer Data belongs to Customer, and neither IBI nor IBI's Cloud Provider shall make any claim to any right of ownership in it.
 - iii. IBI shall keep the Customer Data confidential in accordance with Confidentiality Section set forth below and shall enforce such obligations with IBI's Cloud Provider;
 - iv. Customer Data shall only be used by IBI or IBI's Cloud Provider strictly as necessary to carry out the obligations under this Rider, and for no other purpose. However, IBI and IBI's Cloud Provider:
 - a. may observe and report back to Customer and/or IBI on Customer's usage of the Cloud Services, and make recommendations for improved usage of the Cloud Services; and
 - b. may identify trends and publish reports on its findings;
 - v. Subject to Customer's obligation to encrypt all personal data, including but not limited to Personally Identifiable Information, in transit and at rest, IBI and IBI's Cloud Provider will take reasonable technical and organizational measures to keep personal data secure and to protect it against accidental loss or unlawful destruction, alteration, disclosure or access; and, must deal with the information only in accordance with Customer's instructions, provided they are reasonable and lawful.
- L. **SECURITY.** Customer agrees to implement security measures that are commercially reasonable for Customer's use of the IBI Cloud, including encryption technologies, password and user ID requirements, and procedures regarding the application of security patches and updates. Customer and its Affiliates are responsible for data access and security, including control over logins and passwords. Customer has responsibility for application level security. IBI's Cloud Provider holds Cloud security

certifications and accreditations for ISO 27001 (the International Standards Organization (ISO) certification for Information security management systems and processes) and as further set forth at <https://aws.amazon.com/compliance/programs/>. NEITHER IBI NOR IBI'S CLOUD PROVIDER NOR ANY OF THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, SERVICE SUPPLIERS OR LICENSORS WILL BE LIABLE FOR UNAUTHORIZED ACCESS (I.E., "HACKING") INTO THE CLOUD SERVERS OR CUSTOMER'S TRANSMISSION FACILITIES, PREMISES OR EQUIPMENT, OR FOR UNAUTHORIZED ACCESS TO DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THEREON, UNLESS AND ONLY TO THE EXTENT THAT THIS DISCLAIMER IS PROHIBITED BY APPLICABLE LAW.

- M. **DATA PRIVACY.** Customer shall identify and interpret all Privacy Laws and industry standard controls (e.g., PCI DSS) ("Industry Controls") that apply to the transfer, use, storage, backup, availability, integrity, security and destruction of any Customer content on the IBI Cloud. Customer shall take all actions and implement all measures that are required for it to comply with any Privacy Law or Industry Control. Notwithstanding any other provision in this Rider, Customer shall make the final decision regarding whether the IBI Cloud meets or exceeds its legal obligations with respect to the transfer, use, storage, backup, availability, integrity, security and destruction of the Customer content. To the extent Customer makes a determination regarding the interpretation of a Privacy Law or Industry Control, or a change in either, and IBI and IBI's Cloud Provider complies with the decision, IBI and IBI's Cloud Provider shall be relieved of responsibility for any resulting non-compliance with the misinterpreted Privacy Law or Industry Control. To meet the requirements of EU privacy and data protection laws, IBI's Cloud Provider leverages the EU Standard Contractual Clauses ("SCCs") where necessary. Specifically, Service Provider has implemented a data export agreement by and between various legal entities within IBI's Cloud Provider, which establishes a regime to allow for the lawful cross border transfer of personal information within IBI's Cloud Provider, including through adoption of the SCCs. The SCCs are a set of standard provisions issued by the European Commission for purposes of establishing adequate safeguards to protect transfers of personal data outside the EU. IBI's Cloud Provider's statement regarding GDPR and privacy is located at <https://aws.amazon.com/compliance/gdpr-center/>.
- N. **GOVERNMENT RIGHTS.** With respect to the procurement of any Cloud Services by or for the U.S. Government, any software provided in connection with the Cloud Services is deemed to be "commercial computer software" as defined in the FAR and DFARS. The Government will receive no greater than restricted rights as provided in FAR 52.227-14, FAR 52.227-19(c)(1)-(2) (Jun. 1987), DFAR 252.227-7013(c)(1)(ii) (Oct. 1988), DFAR 252.221-7015(c) (May 1991), DFAR 252.227-7014, or DFAR 252.227-7018, as applicable or amended. In addition, the Government will receive no greater than limited rights as provided in FAR 52.227-14, DFAR 252.227-7015, DFAR 252.227-7018, or DFAR 252.227-7013, as applicable or amended. All computer software and technical data were developed exclusively at private expense by IBI or the Service Provider or its third-party licensors or suppliers. The use of all computer software, Documentation, and technical data is further restricted in accordance with the terms of this Rider.
- O. **IP ADDRESSES.** Any public or private IP address allocated for Customer to use as a part of the IBI Cloud will remain allocated to Customer until (i) Customer release the IP address using the IBI Cloud portal; (ii) Customer's IBI Cloud Services are terminated for any reason; or (iii) IBI or IBI's Cloud Provider decides to change any IP address, which they may do at any time and in their sole discretion by providing Customer with five (5) days' prior notice of the change in accordance with the notice provisions in the MCSA. Upon termination of this Rider, Customer may no longer use any IP addresses or address blocks that were provided for Customer's use in connection with the IBI Cloud.
- P. **CUSTOMER REPRESENTATIONS.** Customer represents and warrants to IBI that (i) no Content on the IBI Cloud is illegal, defamatory, malicious, harmful, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age; (ii) Customer accurately and adequately discloses how Customer collects and treats any data collected from visitors to any Website or users of any application on the IBI Cloud; (iii) Customer's use of the IBI Cloud will comply with all applicable laws, rules and regulations; and (iv) Customer will not attempt to circumvent or disable any of the security-related, management, or administrative features of the IBI Cloud; (v) Customer shall have obtained all consents and licenses required for Customer, IBI and IBI's Cloud Provider to legally access and use all Content Customer places on the IBI Cloud as necessary to provide the IBI Cloud and Software and meet their obligations to Customer hereunder without infringing any ownership or intellectual property rights; (vi) the execution and delivery of this Rider will not conflict with or violate any provision of Customer's charter, by-laws or other governing documents; and (vii) Customer have otherwise taken all necessary steps to legally execute the Rider inclusive of the terms, conditions and provisions herein.
- Q. **EXPORT CONTROL.** Each party shall comply with all applicable import, export and re export control laws and regulations, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and the sanctions maintained by the Treasury Department's Office of Foreign Assets Control. Customer represents and warrants that the Services will not be accessed, downloaded, used, exported or re-exported, directly or indirectly, to any location, entity, government, or person prohibited by the applicable laws or regulations of any jurisdiction, including the U.S., without prior authorization from all relevant government authorities.
- R. **IBI CLOUD DISCLAIMERS.**
- i. THE IBI CLOUD SERVICES GOODS AND SERVICES ARE PROVIDED "AS-IS". EXCEPT AS EXPRESSLY REQUIRED BY LAW WITHOUT THE POSSIBILITY OF CONTRACTUAL WAIVER, IBI AND IBI'S CLOUD PROVIDER AND THEIR SUPPLIERS AND LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. CUSTOMER IS SOLELY RESPONSIBLE FOR THE SUITABILITY OF ALL GOODS AND SERVICES CHOSEN AND FOR DETERMINING WHETHER THEY MEET CUSTOMER'S CAPACITY, PERFORMANCE AND SCALABILITY NEEDS.
 - ii. IBI'S CLOUD PROVIDER AND THEIR SERVICE SUPPLIERS AND LICENSORS DO NOT WARRANT THAT THE CLOUD SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, COMPLETELY SECURE, OR THAT ALL DEFECTS WILL BE CORRECTED. CUSTOMER ACKNOWLEDGES THAT IBI AND IBI'S CLOUD PROVIDER DO NOT CONTROL OR MONITOR THE TRANSFER OF DATA OVER THE INTERNET, AND THAT INTERNET ACCESSIBILITY CARRIES WITH IT THE RISK THAT CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION AND PROPERTY MAY BE LOST OR COMPROMISED.
 - iii. CUSTOMER'S USE OF ANY SERVICE PROVIDED BY IBI OR IBI'S CLOUD PROVIDER THAT IS INTENDED TO COMPLY WITH CERTAIN LAWS, STANDARDS OR REGULATIONS WILL NOT GUARANTEE THAT CUSTOMER IS IN COMPLIANCE WITH THOSE LAWS, STANDARDS OR REGULATIONS. CUSTOMER IS ULTIMATELY RESPONSIBLE FOR

UNDERSTANDING AND ENSURING THAT ITS BUSINESS OPERATIONS AND ITS USE OF THE SERVICES COMPLY WITH ALL APPLICABLE LAWS, REGULATORY STANDARDS AND REQUIREMENTS.

- S. **LIMITATION OF DAMAGES FOR IBI CLOUD SERVICES.** EXCEPT AS EXPRESSLY REQUIRED BY LAW WITHOUT THE POSSIBILITY OF CONTRACTUAL WAIVER: (A) NEITHER IBI NOR IBI'S CLOUD PROVIDER NOR ANY OF THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, SERVICE SUPPLIERS, OR LICENSORS, WILL BE LIABLE FOR ANY PUNITIVE, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, OR FOR ANY LOST PROFITS, LOST DATA, LOST BUSINESS, LOST REVENUES, DAMAGE TO GOODWILL, LOST OPPORTUNITIES OR LOSS OF ANTICIPATED SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY OF SAME, AND REGARDLESS OF WHETHER THE CLAIMS ARE BASED IN CONTRACT, TORT, STRICT LIABILITY, INFRINGEMENT, OR ANY OTHER LEGAL OR EQUITABLE THEORY; AND (B) THE AGGREGATE LIABILITY OF IBI AND IBI'S CLOUD PROVIDER AND THEIR EMPLOYEES, AGENTS AND REPRESENTATIVES TO CUSTOMER UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, WILL NOT EXCEED THE TOTAL AMOUNT CUSTOMER ACTUALLY PAID TO IBI FOR THE IBI CLOUD SERVICES DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE MONTH IN WHICH THE FIRST EVENT GIVING RISE TO SUCH CLAIM(S) OCCURRED.
- T. **INDEMNIFICATION.** To the extent permitted by law, Customer agrees to indemnify, defend and hold IBI and the IBI's Cloud Provider and its employees, agents, shareholders, officers, directors, successors and assigns harmless from and against any and all claims, damages, liabilities, costs, settlements, penalties and expenses (including attorneys' fees, expert's fees and settlement costs) arising out of or relating to any suit, action, proceeding, arbitration, subpoena, claim or demand brought or asserted by a third party pursuant to any theory of liability against IBI or the IBI's Cloud Provider arising out of or relating to any one or more of the following: (i) a breach by Customer of these terms and conditions; (ii) the use of the IBI Cloud by Customer or Customer's end users, or any Content or information on the IBI Cloud in violation of the terms of this Rider; (iii) the alleged or actual infringement or misappropriation of any intellectual property right or other proprietary right by Customer, or by Customer agents, representatives, or end users; (iv) Customer's relationship with the manufacturer of any software installed or stored on the IBI Cloud; or (v) Customer's failure to use reasonable security precautions. IBI will provide Customer with written notice of the existence of any basis for indemnification and IBI will select defense counsel. Customer will have the right to approve any settlement, but Customer may not unreasonably withhold approval. Customer agrees to indemnify IBI and Service Provider from all costs, expenses and liabilities as they become due.
- U. **SUSPENSION.** IBI or IBI's Cloud Provider may immediately suspend access to the IBI Cloud without prior notice or liability to the limited extent necessary to address the one or more of the following conditions: (i) IBI or IBI's Cloud Provider reasonably believes that Customer's use of the Services has or will subject IBI or Service Provider to criminal liability; (ii) IBI or IBI's Cloud Provider reasonably believe that the IBI Cloud is being used in violation of the AUP or Privacy Policy; (iii) IBI is required to suspend Customer's access to the IBI Cloud by a law enforcement agency, government agency, or court order; or (D) activity such as a denial of service attack or unauthorized access, poses a threat to the integrity of IBI's Cloud Provider's network or other clients. IBI may also suspend the IBI Cloud for nonpayment as set forth below. The IBI Cloud will not be available to Customer in whole or in part during a suspension.
- V. **TERMINATION.** Termination by either party for any reason will not relieve Customer of its obligation to pay all fees incurred prior to and including the date of termination. IBI may terminate any access to the IBI Cloud before the end of a Cloud Services Term: (1) on thirty days' notice if IBI is threatened with a legal claim relating to Customer's use of the IBI Cloud, including a claim for copyright, trademark or patent infringement, and IBI is unable to impose restrictions on the IBI Cloud that result in the withdrawal of that claim and eliminate the risk of liability for similar claims in the future; (2) on thirty days' notice if Customer fails to pay any fees in accordance with the payment terms set forth in the MCSA or mutually agreed to on this Rider.; (3) on thirty days' written notice if Customer is found to be in material violation the AUP or Privacy Policy more than once and Customer fails to cure such violations within the thirty day notice period; (4) immediately (and without prior notice) pursuant to a requirement from the government or a law enforcement agency; (5) for any other material breach of the Rider or these terms and conditions that Customer fails to cure within thirty days of receiving a written notice from IBI; or (6) immediately upon notice if Customer (i) ceases to function as a going concern or conduct operations in the normal course of business; (ii) has a petition or action filed by or against it under any federal bankruptcy or state insolvency law which petition or action has not been dismissed or set aside within sixty (60) days of its filing; or (iii) makes an assignment for the benefit of its creditors.
- W. **CONFIDENTIALITY.**
- i. The IBI Cloud, Software and associated documentation contain valuable trade secrets that are the sole property of IBI's Cloud Provider and/or IBI, and Customer agrees to use reasonable care to prevent other parties from learning of these trade secrets. Customer must take reasonable care to prevent unauthorized access to or duplication of the IBI Cloud, Software and documentation.
 - ii. The Customer Data and Content may include valuable trade secrets that are the sole property of Customer. IBI's Cloud Provider must take reasonable care to prevent other parties from learning of these trade secrets.
 - iii. Subsections (i) and (ii) preceding do not apply to any information that (a) is now, or subsequently becomes, through no act or failure to act on the part of receiving party (the "Receiver"), generally known or available; (b) is known by the Receiver at the time of receiving such information, as evidenced by the Receiver's records; (c) is subsequently provided to the Receiver by a third party, as a matter of right and without restriction on disclosure; or (d) is required to be disclosed by law, provided that the party to whom the information belongs is given prior written notice of any such proposed disclosure.
- X. **FORCE MAJEURE.** If a party's performance of any part of this Rider, other than the payment of money, is prevented or delayed by reason of an act of God, act of war, act of terrorism, fire, governmental action, labor dispute or other cause beyond the performing party's control, then that party will be excused from performance for the length of that prevention or delay.
- Y. **ENTIRE AGREEMENT.** The Rider inclusive of these terms, conditions and provisions constitutes the entire agreement between the parties regarding the IBI Cloud Services provided by IBI and IBI's Cloud Provider, and it supersedes all other oral or written agreements or policies relating thereto. If there is a conflict between or among any of the documents referenced in

this Rider, they will govern in the following order: this Rider, the AUP and the MCSA. Additional or different terms in any written communication from Customer, including any purchase order or request for Services, are void.

Accepted:

Information Builders, Inc.

By _____
Authorized Signature

Print Name/Title

Date

Customer

By _____
Authorized Signature

Print Name/Title

Date

CRACK LITHIUM REPORT FOR THE QUARTER
END: 1987.07.31 15:00:00

1. *Phragmites* (Common Reed)
 2. *Scirpus* (Sedges)
 3. *Cyperus* (Rushes)
 4. *Juncus* (Juncos)
 5. *Eleocharis* (Nutgrass)
 6. *Sparganium* (Sparganium)
 7. *Sagittaria* (Arrowroot)
 8. *Najas* (Mosses)
 9. *Chara* (Charophytes)
 10. *Algae* (Algae)

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STATEMENT OF WORK

This Statement of Work sets forth the services to be provided hereunder ("Services") pursuant to the terms and conditions of the Information Builders, Inc. Master Services Agreement ("Agreement") dated March 23, 2020 between Information Builders, Inc. ("Vendor") and City of Flint Police Department ("Client") and which terms and conditions are incorporated herein by reference.

SCOPE OF SERVICES

Client seeks the assistance of Vendor's Professional Services personnel ("Consultants") to provide staff supplementation Services subject to the funding level set forth below in the Payment Terms. The Consultants shall work at the direction of the Client's Project Manager.

Vendor will provide Client with two (2) Consultants to work remotely, commencing on a mutually-agreed date and continuing for an anticipated period of six (6) months.

To initiate this Project, Vendor and Client agree to conduct a two-day (2) requirements review session. Vendor will not charge Client for the review session. Vendor and Client will document the results of this session, and use the results to create a change order document, defined and agreed-to by both parties, in order to provide a specific scope of services for the effort Client plans for Phase 1 of the Client's overall project.

CLIENT RESPONSIBILITIES

Client's responsibilities and obligations are comprehensive of the project lifecycle and include, but are not limited to, the following:

Pre-Engagement

1. Client shall provide Vendor Consultants assigned to the Project with:
 - VPN access to all required environments
 - Network logon ID(s)
 - Environment:
 - Access to all necessary systems, metadata and documentation

Such access shall be comparable to what Client provides its own employees.

General

1. Client will make available Subject Matter Experts, as well as, Project Manager and any other staff resources required to conduct the requirements review session. Vendor and Client will mutually agree to the schedule of this session.

Technical

2. Any existing anomalies in reports or data must be rectified prior to development of the WebFOCUS reports. Vendor will not be responsible for correcting existing report or data anomalies.

ASSUMPTIONS

Vendor used the following technical and business assumptions in preparing this Statement of Work.

General

1. Client shall be solely responsible for direction, supervision, and performance of the Consultants and will provide the Project Manager and other staff as appropriate to direct and support the Consultants. If Client cannot provide this support, both the work and the work schedule may be adversely affected.
2. Vendor does not assume the role of Project Manager, nor does Vendor assume the responsibilities implied by that role. The Client Project Manager will be responsible for resolving issues in a timely manner, securing appropriate systems access, and other project support as needed.
3. The parties acknowledge that the Consultants will be performing Services only and will provide no deliverables under this Statement of Work. All decisions made by Client relating to the implementation of Vendor's advice and recommendations are the sole responsibility of the Client.
4. This Statement of Work represents an open order for Services and in no way represents an estimate to complete any specific project or deliverable. If Client wishes to continue using Vendor services beyond the days/resources estimated in this Statement of Work, a Change Order to the Statement of Work will be created.
5. Client will provide information regarding Client's business policy, processes, and its organization sufficient to support Vendor's provision of Services hereunder.

Technical

1. Client has established and is responsible for maintaining the appropriate development environment(s).

Data

1. The parties acknowledge that in the course of their business relationship and in the provision of Professional Services, that Vendor shall not have or receive any Client customer or personal information that can be used to identify an individual as part of their normal course of business dealings. It will be Client's responsibility to assess the necessity of providing such information to Vendor on a case by case basis and in the event that Client deems it necessary, then Client and Vendor shall agree as to the method and means of its dissemination and timely removal. To the extent Client is providing test data to Vendor, such data shall have any such customer or personal information removed or redacted unless the parties otherwise agree in writing.

STAFFING

Vendor will assign the following resource(s) with the following skill set(s).

1. One (1) Offshore Senior WebFOCUS Developer – full-time
2. One (1) Onshore WebFOCUS Coordinator – as scheduled

Vendor will schedule the appropriate resource(s) upon execution of the Agreement and this Statement of Work. A two-to-three week notice may be necessary.

PAYMENT TERMS

All Services, as outlined in this Statement of Work, shall be performed on a time-and-materials basis. Services are estimated and billed on an hourly basis, based upon an eight (8) hour workday per Consultant and a forty (40) hour workweek per Consultant. The applicable billing rate for the Consultant shall be at the rates shown below. Any and all hours in excess of ten (10) hours per day per Consultant or fifty (50) hours per week per Consultant require the prior written consent of Vendor; however, all hours worked will be billed to and paid by Client. All overtime shall be billed at the same hourly rate per Consultant as regular time for such Consultant.

Resource Level	Hourly Rate (US\$)	Hours	Total (US\$)
Onshore WebFOCUS Coordinator	\$150	604	\$90,600
Offshore Senior WebFOCUS Developer	\$50	960	\$48,000
Total Estimated Fees			\$138,600

The estimated consulting hours provided above is for budgeting purposes only and should not be construed as a fixed-price quotation. Vendor does not promise to complete any tasks or deliverables for the amount estimated or within any specified timeframe. In the event additional hours are requested by Client, Vendor will extend these services subject to the availability of personnel, on a time-and-materials basis, upon receiving written authorization from Client.

Expenses: All reasonable travel, meals, and living expenses incurred shall be billable at cost and all such expenses shall be borne solely by Client.

Payment: Client shall prepay all fees set forth above. Client shall be invoiced in the full amount of \$138,600 upon execution of this Statement of Work and such invoice shall be due and payable upon receipt. All invoices shall be provided to:

Client's Name: City of Flint Police Department
 Client's Address: 210 E Fifth Street
 City, State, Zip: Flint, MI 48502
 Attn: Name: Tyrone Booth
 Phone Number: 810.237.6924
 Email Address: Tbooth@cityofflint.com

Client shall inform Vendor promptly in writing if it changes the person to whom invoices should be sent. Client agrees that invoices are due and payable upon receipt.

Client shall be solely responsible for payment of any sales taxes (but expressly not for taxes on Vendor's income, employee benefits, employee, officer, director or affiliate salaries or other compensation or for licenses or other governmental permits required in order for Vendor to do business generally) associated with Vendor's provision of the Services; should Vendor be required to pay any taxes or other incidental charges associated with the provision of the Services outlined in this Statement of Work, then such taxes or other charges shall be billed to and paid in full by Client.

Miscellaneous: All pricing is valid through December 31, 2020 for the Services performed hereunder provided that this Statement of Work is executed on or before March 31, 2020. Vendor may utilize subcontractors to perform Services. The foregoing does not relieve Vendor of any of its obligations under this Statement of Work. Subcontracted personnel assigned will be invoiced to Client at the same rates set forth above. Except as otherwise stated in this Statement of Work with regard to the Services performed hereunder, Vendor reserves the right to change the services it offers to its Clients generally and the related rates at any time.

The Effective Date of this Statement of Work shall be _____.

Executed By:

CITY OF FLINT POLICE DEPARTMENT

Signature: _____

Name: _____

Title: _____

Date: _____

Executed By:

INFORMATION BUILDERS, INC.

Signature: _____

Name: _____

Title: _____

Date: _____

CITY OF FLINT



PROPOSAL #21000533

RESOLUTION NO: 200320

PRESENTED: AUG 10 2020

ADOPTED: _____

BY THE CITY ADMINISTRATOR:

RESOLUTION TO FISHBECK FOR COMPREHENSIVE REGULATORY COMPLIANCE ASSISTANCE

The Division of Purchases & Supplies solicited proposals for Comprehensive Regulatory Compliance Assistance as requested by the Department of Public Works.

Fishbeck, 5913 Executive Drive, Lansing, Michigan 48911, was the sole responsive bidder for said requirements.

Funding for said services will come from the following accounts for FY21 (07/01/20 – 06/30/21):

Account Number	Account Name	Amount
590-550.100-801.000	Professional Service	\$100,000.00
FY21 (07/01/20 – 06/30/21) Total		\$100,000.00

IT IS RESOLVED, that the proper city officials are to do all things necessary to enter into a contract with Fishbeck for Comprehensive Regulatory Compliance Assistance in the amount not to exceed \$100,000 for FY21 (07/01/20 – 06/30/21) and pending FY22 budget for the amount of \$100,000.00, and pending FY23 budget for the amount of \$100,000.00.

APPROVED AS TO FORM:


Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:


Amanda Trujillo, Acting Chief Financial Officer

FOR THE CITY OF FLINT:


Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:


Monica Galloway, City Council President

APPROVED AS TO PURCHASING:


Joyce A. McClane
Purchasing Manager



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 07/24/2020

BID/PROPOSAL# 21000533

AGENDA ITEM TITLE: Comprehensive Regulatory Compliance

PREPARED BY Jeanette Best
WPC Manager

VENDOR NAME: FishBeck

BACKGROUND/SUMMARY OF PROPOSED ACTION:

Approval to proceed with a three(3) year contract with Fishbeck, Thompson, Carr, and Huber (FTCH) to provide Comprehensive Regulatory Compliance Assistance for the Water Pollution Control Facility in the amount of \$100,000.00 per year for fiscal years 2021, 2022, and 2023 (pending budget adoption), with an overall funding limit of \$300,000.

WPCF must maintain this support service to enable it to respond properly and cost effectively to a variety of regulatory, legal, and engineering requirements. The FY 2021 tasks include updates to the Capacity Management study required by the NPDES permit, negotiation of a new NPDES Permit, and the implementation of Local Limits for the IPP (Industrial Pretreatment Program), which call for specialized expertise.

These efforts are a continuation of projects performed under a previous contract. FTCH has performed well under that contract.

Please issue a contract for the FY2021 budgeted amount of \$100,000.00, using funds from account 590-550.100-801.000.

FINANCIAL IMPLICATIONS: None

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

Dept.	Name of Account	Account Number	Grant Code	Amount
DPW-WPC	Professional Service	590-550.100-801.000		100,000.00
		FY20/21 GRAND TOTAL		\$100,000.00
		THREE YEAR TOTAL		\$300,000.00



CITY OF FLINT

PRE-ENCUMBERED? YES ☒ NO ☐ REQUISITION NO: 200002929

ACCOUNTING APPROVAL: _____ Date: _____

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

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

BUDGET YEAR 1 \$100,000.00

BUDGET YEAR 2 \$100,000.00

BUDGET YEAR 3 \$100,000.00

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

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

DEPARTMENT HEAD SIGNATURE: _____
Jeanette H. Best
(Jeanette Best, WPC Manager)



**SEALED PROPOSALS RECEIVED IN THE DIVISION OF PURCHASES & SUPPLIES
For Comprehensive Regulatory Compliance (3) YRS.
PROPOSAL #21000533**

COMPANY NAME	YEAR 1	YEAR 2	YEAR 3
Fishbeck	\$100,000.00	\$100,000.00	\$100,000.00
Lansing, Michigan 48911			

Please note that all proposal submittals are currently being reviewed.