

City of Flint, Michigan

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



Meeting Agenda - Final

Wednesday August 12, 2020

5:30 PM

Electronic Public Meeting (Recessed from August 10, 2020)

SPECIAL 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

The Regular Flint City Council meeting scheduled for Monday, August 10, 2020, was convened at 11:47 p.m., but not concluded. However, the City Council voted to recess the meeting until 5:30 p.m., Wednesday, August 12, 2020.

SPECIAL PUBLIC NOTICE - ELECTRONIC PUBLIC MEETING

AMENDED PUBLIC NOTICE

FLINT CITY COUNCIL 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 July 29, 2020, Governor Whitmer instituted Executive Order No. 2020-160 (Amended Safe Start Order) which governs activities in Michigan that remain restricted due to the COVID-19 pandemic. The order took effect on July 31, 2020, and rescinded EO 2020-115.

On August 7, 2020, Governor Whitmer instituted Executive Order No. 2020-165 (Declaration of state of emergency and state of disaster related to the COVID-19 pandemic), which took immediate effect and rescinded EO 2020-151.

On July 17, 2020, Governor Whitmer instituted Executive Order No. 2020-154 (Alternative means to conduct government business during the COVID-19 pandemic), which provided temporary alternative means to conduct public meetings, and rescinded EO 2020-129.

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:

RECESSED Flint City Council Meeting

The REGULAR Flint City Council Meeting scheduled for 5:30 p.m., MONDAY, AUGUST 10, 2020, was convened, but not concluded. However, the City Council voted to recess the meeting until:

Wednesday, August 12, 2020, at 5:30 p.m.

Special Flint City Council Meeting

- 1. Pursuant to Flint City Charter Section 3-202, this Special City Council meeting is called for the purpose of completing designated City business from the August 10, 2020 regular City Council meeting.*
- 2. 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*
- 3. 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.

RETURN TO ORDER
ROLL CALL

INTRODUCTION AND FIRST READING OF ORDINANCES

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.]

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.

200337 Appointment/Flint Housing Commission/Board of Commissioners/Armando Hernandez

Resolution resolving that the Flint City Council approves the appointment of Armando Hernandez (3058 Misty Creek Dr., Swartz Creek, MI 48473) to the Flint Housing Commission's Board of Commissioners for a five-year term, commencing August 31, 2020, and expiring August 31, 2025. [By way of background, Mr. Hernandez is replacing Jessie McIntosh, whose term expires August 31, 2020.]

RESOLUTIONS

[NOTE: Resolution 200300 was postponed to the Aug. 10, 2020 agenda for a correction. In the meantime, a corrected version arrived. So, 200300 needs to be amended to the 200300.1.]

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.]

[

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.

200331 Contract/J.F Cavanaugh Co./Aeration System Improvements/Water Pollution Control

Resolution resolving that the proper city officials are authorized to approve the issuance of a contract with J.F Cavanaugh Co. for aeration system improvements, as requested by Water Pollution Control, in an amount NOT-TO-EXCEED \$18,209,831.00, AND, resolving that this project will be paid with funds from the pending Clean Water State Revolving Fund Loan and is contingent upon final approval and acceptance of the loan application and bond issuance. [NOTE: This project is part of Phase 1 of the Publicly Owned Treatment Works, DPW-WPC Improvements SRF Project Plan.]

200332 Contract/J.R. Heineman & Sons, Inc./Ultraviolet Disinfection Project/Water Pollution Control

Resolution resolving that the proper city officials, upon City Council's approval, are authorized to approve the issuance of a contract with J.R. Heineman & Sons, Inc. for ultraviolet disinfection project, as requested by Water Pollution Control, in an amount NOT-TO-EXCEED \$4,316,000.00, AND, resolving that this project will be paid with funds from the pending Clean Water State Revolving Fund Loan and is contingent upon final approval and acceptance of the loan application and bond issuance. [NOTE: This project is part of Phase 1 of the Publicly Owned Treatment Works, DPW-WPC Improvements SRF Project Plan.]

200333 Contract/Sorensen Gross Co./Sludge Dewatering Improvements/Water Pollution Control

Resolution resolving that the proper city officials, upon City Council's approval, are authorized to approve the issuance of a contract to Sorensen Gross Co. for sludge dewatering improvements, as requested by Water Pollution Control, in an amount NOT-TO-EXCEED \$4,251,000.00, AND, resolving that this project will be paid with funds from the pending Clean Water State Revolving Fund Loan and is contingent upon final approval and acceptance of the loan application and bond issuance. [NOTE: This project is part of Phase 1 of the Publicly Owned Treatment Works, DPW-WPC Improvements SRF Project Plan.]

200334 Contract/Commercial Contracting Corp./Influent Structure & Battery A Grit Rehabilitation/Water Pollution Control

Resolution resolving that the proper city officials, upon City Council's approval, are authorized to approve the issuance of a contract to Commercial Contracting Corp. for the Influent Structure and Battery A Grit rehabilitation, as requested by Water Pollution Control, in an amount NOT-TO-EXCEED \$3,490,001.80, AND, resolving that this project will be paid with funds from the pending Clean Water State Revolving Fund Loan and is contingent upon final approval and acceptance of the loan application and bond issuance. [NOTE: This project is part of Phase 1 of the Publicly Owned Treatment Works, DPW-WPC Improvements SRF Project Plan.]

200335 Contract/Z Contractors, Inc./Northwest Pump Station Diversion/Water Pollution Control

Resolution resolving that the proper city officials, upon City Council's approval, are authorized to approve the issuance of a contract to Z Contractors, Inc. for the Northwest Pump Station diversion, as requested by Water Pollution Control, in an amount NOT-TO-EXCEED \$3,019,189.00, AND, resolving that this project will be paid with funds from the pending Clean Water State Revolving Fund Loan and is contingent upon final approval and acceptance of the loan application and bond issuance. [NOTE: This project is part of Phase 1 of the Publicly Owned Treatment Works, DPW-WPC Improvements SRF Project Plan.]

- 200336** Contract/J.R. Heineman & Sons, Inc./Northwest Pump Station Rehabilitation/Water Pollution Control

Resolution resolving that the proper city officials, upon City Council's approval, are authorized to approve the issuance of a contract to J.R. Heineman & Sons, Inc. for Northwest Pump Station rehabilitation, as requested by Water Pollution Control, in an amount NOT-TO-EXCEED \$1,877,260.00, AND, resolving that this project will be paid with funds from the pending Clean Water State Revolving Fund Loan and is contingent upon final approval and acceptance of the loan application and bond issuance. [NOTE: This project is part of Phase 1 of the Publicly Owned Treatment Works, DPW-WPC Improvements SRF Project Plan.]

- 200338** Amendment/Settlement/Concerned Pastors, et al v Khouri, et al/E.D. Michigan Case No. 16-10277

Resolution resolving that the City Administrator is hereby authorized to effectuate an amendment to the Settlement Agreement in the matter of Concerned Pastors, et al v Khouri, et al, E.D. Michigan Case No. 16-10277, amending the timelines and procedures for excavation and replacement of residential service lines in the City of Flint.

- 200339** Settlement/C. McCadden v City of Flint/E.D. Michigan Case No. 18-12377

Resolution resolving that the City Administrator is hereby authorized to effectuate a settlement in the matter of C. McCadden v City of Flint, E.D. Michigan Case No. 18-12377, in the amount of \$20,000.00, and the adoption of various policies by the Flint Police Department, 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.

LIQUOR LICENSES

NEW BUSINESS

INTRODUCTION AND FIRST READING OF ORDINANCES CONTINUED

- 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.

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.

FINAL COUNCIL COMMENTS

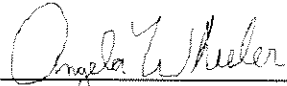
ADJOURNMENT

200330

ORDINANCE NO. _____

APPROVED AS TO FORM:

An Ordinance to amend the Flint City Code of Ordinances by adopting Article VI Chapter 35, Personnel; Section 35-112.3, Adoption-Job Description and Qualifications-Human Resources and Labor Relations Director.


Angela Wheeler, Chief Legal Officer

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

Sec. 112. That Section 35-112.3 of the Code of the City of Flint shall be amended as follows.

ARTICLE VI. PERSONNEL CODE

**§ 35-112.3 ADOPTION – JOB
DESCRIPTION AND QUALIFICATIONS
HUMAN RESOURCES AND LABOR
RELATIONS DIRECTOR**

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

Sec. 2. This ordinance shall become effective this ____ day of _____ 2020.

Adopted this ____ day of

_____ A.D., 2020.

Sheldon A. Neeley, Mayor

Inez M. Brown, City Clerk

CITY OF FLINT
Position Description

Class Title:	Human Resources / Labor Relations Director	Job Code Number:	NA
Established:	April 2002		Appointed

GENERAL STATEMENT OF DUTIES: Performs a variety of complex administrative, technical and professional work in directing and supervising the Human Resources/Labor Relations systems of the City of Flint; including classification, compensation, recruitment, selection, training and the administration and negotiation of collective bargaining agreements.

SUPERVISION RECEIVED: Works under the broad policy guidance of the Mayor or his/her designee, who reviews work for effectiveness through conferences and reports.

SUPERVISION EXERCISED: Exercises supervision over all support staff in the Department of Human Resources/Labor Relations.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. Manages and supervises Human Resources/Labor Relations Department to achieve goals within available resources; plans and organizes workloads and staff assignments; trains, motivates and evaluates assigned staff; reviews progress and directs changes as needed.
2. Provides leadership and direction in the development of short and long range plans including organizational development for various departments. May facilitate the process improvement process for various departments. Gathers, interprets and prepares data for studies, reports and recommendations
3. Coordinates activities and negotiates collective bargaining agreements serving as a chief spokesperson with the City's bargaining units. Represents the City at bargaining sessions and prepares proposed contract language for new or existing contracts.
4. Reviews provisions of current agreements with management personnel to identify problem areas of application. Conducts training sessions following negotiations of new and revised agreements to give detailed explanation of changes made. May conduct general training sessions for management personnel.
5. Assists department heads and supervisors in the resolution of Labor Relations problems and provides counsel to them in the negotiation of "work" rules and in the investigation and resolution of grievances. May serve as the City's designee at a given step of the grievance or Civil Service Commission procedure.
6. Directs operating departments in developing and implementing general policies and procedures relating to labor relations; conducts investigations and makes findings and recommendations concerning the resolution of problems arising from dismissals, suspensions, grievances and other similar actions.
7. Establishes and maintains records of all City of Flint employees which shall set forth the class, title, pay or status and other relevant data for each employee.
8. Oversees the analysis, maintenance and communication of records required by law or local governing bodies, or other departments in the City of Flint.
9. Provides guidance to City officials on Human Resources matters; makes presentations to council, boards, commissions, civic groups and general public.

ESSENTIAL DUTIES AND RESPONSIBILITIES (Con't):

10. Assures that assigned areas of responsibility are performed within budget; performs cost control activities; monitors revenues and expenditures in assigned area to assure sound fiscal control; prepares annual budget requests; assures effective and efficient use of budgeted funds, personnel, materials, facilities and time.
11. Coordinates and participates in drafting and updating job descriptions; conducts studies and surveys relative to wage and salary data to determine competitive wage rates; makes recommendation aimed at maintaining equity in the City's wage structure. Analyzes wage and salary reports and data to determine competitive compensation plans.
12. Coordinates and assists the technical staff engaged in recruiting, examination, classification functions and other aspects of Human Resources Management.
13. Makes recommendations to department heads as it relates to staffing, recruitment, selection and assignment of civil service employees.
14. Monitors and evaluates staff development programs and procedures to determine effectiveness in accomplishing specific substantive goals. May contract with outside suppliers to provide employee services, such as training, employee assistance, or outplacement.
15. Represents the City of Flint at Human Resources related hearings and investigations.
16. Develops and implements Human Resources policies; Consults legal counsel to ensure that policies comply with federal and state law; disseminates copies of all human resources policies to all interested parties.

MINIMUM ENTRANCE REQUIREMENTS:

- A. Possession of a Bachelor's Degree in Business Administration, Public Administration, Human Resources, or a related field.
- B. Six (6) years of progressively responsible, professional paid experience in Human Resources. Four (4) years of supervisory/management work with two (2) years of experience in a municipal environment preferred (but not required).
- C. Considerable knowledge of modern policies and practices of public Human Resources administration; thorough knowledge of employee classification, compensation, recruitment, selection and training.
- D. Skill in planning, directing and administering Human Resources programs and systems.
- E. Ability to prepare and analyze comprehensive reports; ability to carry out assigned projects to their completion.
- F. Ability to communicate effectively verbally and in writing; ability to establish and maintain effective working relationships with employees, city officials, labor unions and the general public.

PHYSICAL DEMANDS

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

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

Classification History:

Established: April 2002

Revised: December 2004

Revised: August 3, 2020



RESOLUTION NO.:

200288

PRESENTED:

JUL 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



CHARTER TOWNSHIP OF FLINT

1490 S. Dye Road
Flint, Michigan 48532

Phone: (810) 732-1350
Fax: (810) 732-0866
www.flinttownship.org

August 11, 2020

To Whom It May Concern

This letter is to serve as verification of service for Mr. Eddie Smith.

Mr. Smith served as Secretary of the Charter Township of Flint Zoning Board of Appeals from July 2007 until September 2010.

We were happy with Mr. Smith's service and he would be considered for the position again.

If you have any questions, feel free to call me at 810-287-1059.

Sincerely,

Tracey Tucker
Economic Enhancement Director

Karyn Miller
Supervisor

Kathy Funk
Clerk

Lisa R. Anderson
Treasurer

Frank Kasle
Tom Klee

Trustees

Barb Vert
Carol Pfaff-Dahl

RESOLUTION NO.: 200337
PRESENTED: AUG 10 2020
ADOPTED: _____

**RESOLUTION RECOMMENDING THE APPOINTMENT OF ARMANDO HERNANDEZ TO
THE FLINT HOUSING COMMISSION BOARD OF COMMISSIONERS REPLACING JESSE
MCINTOSH**

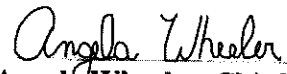
BY THE MAYOR:

WHEREAS, The Flint Housing Commission is governed by a board of five (5) Commissioners; the term of appointment is five (5) years, pursuant to the by-laws of the Flint Housing Commission; and

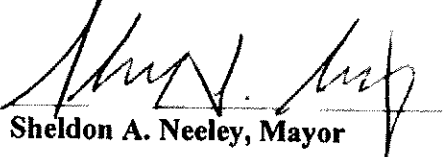
WHEREAS, Mayor Sheldon A. Neeley recommends the appointment of Armando Hernandez (3058 Misty Creek Dr., Swartz Creek, MI 48473), to replace Jesse McIntosh, on the Flint Housing Commission Board of Commissioners, term to expire August 31, 2020.

THEREFORE, BE IT RESOLVED that the Flint City Council approves the appointment of Armando Hernandez to serve a five-year term on the Flint Housing Commission, commencing August 31, 2020 and expiring August 31, 2025.

APPROVED AS TO FORM:


Angela Wheeler, Chief Legal Officer

FOR THE CITY OF FLINT:


Sheldon A. Neeley, Mayor

APPROVED BY CITY COUNCIL:

Monica Galloway, City Council President



FLINT HOUSING COMMISSION

Harold Ince, Jr.
Executive Director
3820 Richfield Road
Flint, Michigan 48506
Phone: (810) 736-3050
(810) 736-0158

Board of Commissioners:
President Geraldine Redmond, Resident Commissioner
Vice President Philip Schmitter
Commissioner Jessie McIntosh
Commissioner Chae Morgan
Commissioner DeWanna Robinson

July 29, 2020

The Honorable Sheldon Neeley
The Office of the Mayor of Flint
1101 S. Saginaw St
Flint, MI 48502

Mayor Neeley,

I would like to submit the resume' for Armando Hernandez for your consideration as a possible Commissioner to the board of the Flint Housing Commission. Mr. Hernandez has many years of experience in the financial field. We believe that he has the financial background we are looking for and would be a good fit for the Flint Housing Commission board.

Thank you,



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



Armando Hernandez
Bilingual English/Spanish
3058 Misty Creek Dr.
Swartz Creek, MI 48473
armando1.hernandez@yahoo.com

Cellular phone (616)516-3686

WORK HISTORY

Security Credit Union- 3801 W. Boulevard Dr. Flint, MI 48505

Grand Blanc market Manager from March 2012 to Present- Responsible for staff management, coaching, budgeting, business development and community development through community involvement. Level 3 consumer lending responsibility for all offices. Since 2012 have increased lending volume at current office by over 100%. Responsible for opening and business development of new offices in the Detroit and Warren markets

Business Development Manager from Dec. 10, 2007 to March 2012. Responsible for the implementation of Business Development Strategies. Identify, plan, evaluate and implement community partnerships. Responsible for developing relationships with non-profit community organizations and centers of influence to make a difference in solving community needs. Coordinate Events and Publicity opportunities when presenting donations and/or participating in community events. . Represent the credit union and serve as community liaison at community events, trade shows and perform public relations as needed. Participate in the development and introduction of new products. Coach and develop sales culture within management. Provide and coordinate meetings with community groups to seek out business opportunities. Develop and Implement Business Development Budget. Responsible for Business Development for 10 offices throughout field of membership.

Independent Bank-86 Monroe Center, NW Grand Rapids, MI 49503

AVP-Business Development Officer from June 5, 2006 to Dec 7, 2007. Responsible for small business and retail business development in the Grand Rapids market. Also, responsible for Hispanic initiatives in the areas of marketing, recruitment and development. Build relationships by participating at special events, in person, promotions, off site and by representing the company at community events.

Bank One a Division of JP Morgan Chase-200 Ottawa, NW Grand Rapids, MI 49503 (From 02/27/1984 to March, 2006)

VP-Community Development Manager since 2000. Responsible for the implementation of the Bank's Partnership Program and CRA compliance in West Michigan, consistent with the annual strategic plan. Plan, seek out and develop lending and investment opportunities among low and moderate income consumers and geographies in the areas of affordable housing, home ownership, small business development and neighborhood revitalization. Responsible for establishing and maintaining relationships with community based charitable and non-profit organizations. Advised Senior Management and Bank personnel of emerging CRA issues and developed strategies to ensure compliance.

Mortgage Loan Officer from 1997 to 2000. Responsible for quality origination and approval of residential mortgages. Called on Realtors, Builders, Non-Profit groups and bank branches to solicit loan referrals. Originated Conventional, FHA and MSHDA mortgage products. Responsible for managing pipeline and ensuring that any issues were resolved prior to setting up closing. As a bilingual lender, emerging markets took about 60% of my time.

Branch Manager from 1996 to 1997. Responsible for motivating, coaching, mentoring and educating staff to achieve financial objectives and to provide quality service expected. Responsible for staff management, including; hiring, placement, counseling and training. Responsible for developing and expanding customer relationships through individual calling efforts. Responsible for approving and closing loan requests.

Consumer Loan Manager from 1993 to 1996. Analyzed requests from Loan by Phone System and communicated decisions to customers. Responsible for cross-selling other bank products to customers and maintaining pipeline current. Responsible for the development of loan products for low/moderate individuals. Responsible for developing bilingual bank brochures and consumer loan application.

Called on non-profits to determine needs in order to develop loan products.

Assistant Branch Manager. Contributed to the achievement of the branch's goals through participation in operations, management, service management, supervision of teller personnel, implementation of business strategies, risk management and business development. Responsible for managing the sales referral process.

CURRENT COMMUNITY INVOLVEMENT

Foundation for Mott Community College-

Currently serving on the Board of Directors

Grand Blanc Chamber of Commerce-

Executive Board member and Ambassador Committee member.

Goodwill Industries of Mid-Michigan

Board Member

Flint Institute of Arts (FIA)-

Served as Chair of the Facilities Committee and Education Committee

The mission of FIA is to Advance the understanding and appreciation of art for all through collections, exhibitions and educational programs.

Hispanic Latino Commission of Michigan

Currently serving as a commissioner on the Executive Team. Commissioners are appointed by the Governor of the State to develop strategies to provide better services to the Hispanic/Latino community in the State of Michigan.

American GI Forum-Hispanic Technology and Community Center-

Currently serve as Board Chair of the organization.

The mission of the American GI Forum-Hispanic Technology and Community Center is to provide and educational, cultural, social and technologically better tomorrow.

The Genesee County Hispanic/Latino Collaborative

The mission of the Collaborative is to celebrate, promote and enhance an understanding and appreciation for the diverse cultures and rich heritage of the Hispanic/Latino community, recognizing the integral part they play in America's greatness.

City of Flint – Emergency Financial Manager-

Finance/Administration Advisory Committee Chair

Serving as chairperson of the Finance/Administration Advisory Committee which advises the Emergency Financial Manager. The role of the committee is to provide recommendations to reduce expenses and increase revenues.

Cesar E Chavez Committee (Grand Rapids, MI)-
Member of the Leadership Committee

PREVIOUS COMMUNITY INVOLVEMENT

Catholic Charities of Shiawassee and Genesee Counties-

Member of the Program Committee and Co-Chair of the Spanish Speaking Information Services Committee.

Catholic Charities' vision is to be a leading force for personal, family and community growth.

Institute for Mexicans Abroad-

Advisory Committee Member and Chair of the Banking Sub-committee

The Institute for Mexicans Abroad carries out the functions of the Presidential Office for Mexican Communities Abroad and the Mexican Communities Abroad Program. It has an Advisory Board made up of 152 members who are representatives of the Mexican and Mexican-American community in the United States.

West Michigan Hispanic Chamber of Commerce (WMHCC)

Co-founded the WMHCC in 2004. The mission of the WMHCC is to enhance Hispanic-owned businesses by providing resources and services to assist in business development.

Salvation Army-Grand Rapids, MI

Advisory Board member through November 2007.

Lakeshore 504

The Lakeshore 504 provides tandem loans to new and/or growing businesses that meet the SBA 504 guidelines. Served on Central Loan Committee and Board of Directors.

Grand Rapids Urban League

The Urban League is a non-profit organization dedicated to empowering African-Americans. Serve on Board of Directors.

Downtown Improvement District (DID) Board

The DID Board whose mission is to change the way downtown Grand Rapids looks and make it more desirable for businesses to remain there is appointed by the city mayor.

Grand Rapids Hispanic Soccer League

Founded first-ever Hispanic soccer league in Grand Rapids, MI with 8 teams, which has grown to 40+ teams in 14 years.

Garfield Development Corp. (GDC)

GDC produces safe, decent, affordable housing for low and moderate income homebuyers as well as economic development opportunities for residents and neighborhood businesses. Served as board chairperson.

Home Ownership Network

This group composed of non-profits, city government representatives and financial institutions meets once monthly to discuss and find solutions to issues affecting low and moderate individuals as it relates to affordable housing.

Michigan IDA Partnership (MIDAP)

The partnership was formed by the Michigan Family Independence Agency (FIA) and the Council of Michigan Foundations (CMF) to be a national model to assist low-income families in their efforts to become self-reliant. It is governed by an Advisory Committee of representatives from foundations, community development programs, financial institutions and government agencies. Appointed to Advisory Committee in 2000.

The Heat and Warmth Fund (THAW)

THAW improves the quality of life in Michigan and prevents human suffering by providing low-

income families with energy assistance during crisis and by advocating for long term solutions to energy issues that affect the poor. Serve on the board of directors.

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AWARDS AND RECOGNITIONS

2006 "Thawtful" recognition by THAW for assisting in developing Radio-thon in Grand Rapids, Michigan

2005 West Michigan Business Person of the Year

2004 Mexican Consulate in Detroit Recognitions for work done with Mexican Community in Michigan

2003 Garfield Park Neighborhood Association Business Developer of the Year Recognition

2002 Mexican Cultural Patriotic Corporation Recognition for 10 years of service in organizing annual cultural event.

EDUCATION

1982

Graduated with a Business Administration Degree at Universidad de Guadalajara in Mexico

CONTINUING EDUCATION

Rental Housing Development Finance Training, Sales and Management Concepts, Supervision, Principals of Real Estate, Mortgage Essentials, Sales and Interviewing Skills, Income Analysis, Product Knowledge, Real Estate Sales Licensing Course (Real Estate Licensed from 1992-1994), Facilitators Training through Delta Strategy.

REFERENCES

See attached reference letters.

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: *mm*

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.

/km

CITY OF FLINT



BID #20000002

RESOLUTION NO. _____

PRESENTED: _____

200300

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
Joyce A. McClane
Purchasing Manager

APPROVED AS TO FINANCE:

Amanda Trujillo
Amanda Trujillo
Acting Chief Financial Officer

APPROVED AS TO FORM:

Angela Wheeler
Angela Wheeler, Chief Legal Officer

Clyde Edwards
Clyde Edwards, City Administrator

CITY COUNCIL:

Monica Galloway
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

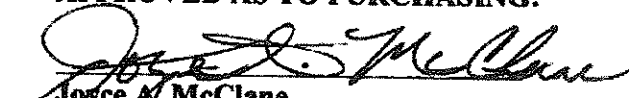
FOR THE CITY OF FLINT:

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 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

- REQ #'s must be added to Staff Review

RESOLUTION STAFF REVIEW

TODAY'S DATE: 06/24/2020

BID/PROPOSAL# N/A

AGENDA ITEM TITLE: Information Builders Inc. Implement:
tower.

PREPARED BY:

VENDOR NAME:

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The Police department received a DOJ TIPS grant to purchase and install a system to configure analytics and reporting from the records management system for near real time police monitoring for authorized users of the Police department (Intel and command staff). The grant approved for the assistance in the implementation and configuration along with the access to the vendors cloud system.

FINANCIAL IMPLICATIONS:

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

mmf

[illegible]



CITY OF FLINT

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

ACCOUNTING APPROVAL: Paul J. Hart Date: 1-1-01

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: _____

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

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

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.**
- 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.
 - 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 depreciation. 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

DATE ENTER REPORT FOR 11/20/1960
BY: J. A. H. 11/20/1960

1. **Introduction**
 2. **Background**
 3. **Methodology**
 4. **Results**
 5. **Conclusion**
 6. **References**

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Автоматизация

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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.



RESOLUTION NO.: 200321

PRESENTED: AUG 10 2020

ADOPTED: _____

**RESOLUTION TO PURCHASE CONSUMER'S EASEMENT FOR SECONDARY
WATER MAIN TO COMPLETE THE CONSTRUCTION OF THE SECONDARY
WATER SOURCE**

BY THE CITY ADMINISTRATOR:

WHEREAS, The City of Flint desire to purchase Consumer's Energy Company Easement to complete the construction of the Secondary Water Source that was approved by City Council on May 11, 2020.

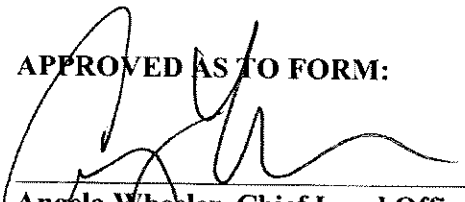
WHEREAS, an appraisal was completed by a certified appraiser and negotiations were completed, resulting in a recommendation of a purchase price of the easement in the amount of \$413,450.00 (See Attached Easement).

WHEREAS, Documents in support of the purchase are attached.

WHEREAS, The City Administrator, recommends approving the purchase of the easement to complete the construction of the secondary water source.

THEREFORE, BE IT RESOLVED that the Flint City Council approves the purchase of easement to complete the construction of the Secondary Water Source in the amount of \$413,450.00 to be paid from account number 496-551.000-801.068, Grant Code FEPA18WIIN-1.

APPROVED AS TO FORM:



Angela Wheeler, Chief Legal Officer

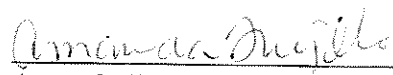
FOR THE CITY OF FLINT:



Clyde Edwards, City Administrator



APPROVED AS TO FINANCE:



Amanda Trujillo, Acting Finance Director

APPROVED BY CITY COUNCIL:

Monica Galloway, City Council President

**RESOLUTION STAFF REVIEW FORM**

TODAY'S DATE: 08/4/2020

BID/PROPOSAL# NA

AGENDA ITEM TITLE: Resolution to Purchase Easement for the Secondary Water Source

PREPARED BY Rob Bincsik, Director, *Department of Public Works*

VENDOR NAME: Consumers Energy

BACKGROUND/SUMMARY OF PROPOSED ACTION:

Resolution to purchase easement for the Secondary Water Source to complete the construction of the Secondary Water Source from Consumers Energy Company. An appraisal was completed and then negotiations were conducted between the City and Consumer's Energy to reach the recommended purchase price for the easement in the amount of \$413,450.00. There are 2 parts to this easement a permanent portion and a temporary "access easement" to be used for up to 1 year to allow access for construction. After construction is completed the City of Flint will maintain the permanent easement as described in the agreement.

FINANCIAL IMPLICATIONS: Yes

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

Dept.	Name of Account	Account Number	Grant Code	Amount
496	Water Capital Projects	551.000-801.068	FEPA18WIIN-1	\$ 413,450.00
		FY21 GRAND TOTAL		\$ 413,450.00

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



CITY OF FLINT

ACCOUNTING APPROVAL:

Gloria Gray

Date: *8-5-2020*

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 NA

BUDGET YEAR 2 NA

BUDGET YEAR 3 NA

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

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

DEPARTMENT HEAD SIGNATURE:

Robert Bimish

(PLEASE TYPE NAME, TITLE)

EASEMENT FOR SECONDARY WATER MAIN

SP# 1116 – Genesee – MI 44656

Consumers Energy Company, a Michigan corporation (formerly Consumers Power Company, a Michigan corporation, successor by merger to Consumers Power Company, a Maine corporation), One Energy Plaza, Jackson, Michigan 49201, (hereinafter "Grantor"), its successors and assigns for and in consideration of the sum of \$413,450.00, the receipt whereof Grantor hereby acknowledges, and the faithful performance of the terms and conditions contained herein does by these presents, grant, release and QUIT-CLAIM to the City of Flint, a Michigan municipal corporation, 1101 Saginaw Street, # 105, Flint, Michigan 48502 (hereinafter "Grantee"), a perpetual easement (hereinafter "Easement") for the sole and only purpose of installing, constructing, operating, maintaining, repairing, replacing, removing and using a 36 inch secondary water main (hereinafter "Grantee's Facilities") on, over, under and across a portion of Grantor's land in the City of Flint and the Township of Genesee, County of Genesee and State of Michigan, more particularly described in the attached Exhibit "A" (hereinafter "Grantor's Land"), with said portion of Grantor's Land being more particularly described in the attached Exhibit "B" (hereinafter "Easement Area"), together with the right, for a period of one (1) year following the date on which initial construction is commenced, to use the land identified in the attached Exhibit "C" as temporary workspace (hereinafter "Temporary Workspace") together with the right of pedestrian and vehicular ingress and egress to and from said Easement Area and Temporary Workspace by Grantee, its agents, employees, contractors and subcontractors on, over and across Grantor's Land.

This Easement is made subject to the following terms, conditions, restrictions and reservations (hereinafter "Terms and Conditions");

1. Non-Exclusive Easement and Grantor's Use: This Easement is non-exclusive. Grantor reserves the right to use and allow others to use the Easement Area and Temporary Workspace in any manner that does not unreasonably interfere with the exercise of the rights granted in this Easement. Grantee, in its use and occupancy of the Easement Area and Temporary Workspace, shall at no time interfere with the operation or maintenance of, or access to, any of Grantor's facilities (hereinafter "Grantor's Facilities") or in any way affect or interrupt the continuity of service of Grantor as provided by any of Grantor's Facilities.
2. Grantee's Facilities: Grantor shall not be responsible for damage to Grantee's Facilities resulting from Grantor's, Grantee's, or any other third parties' use of the Easement Area or Temporary Workspace, provided, however, that Grantor shall be responsible to Grantee for the willful misconduct of Grantor, its agents, employees, contractors or subcontractors. Grantor shall not be required to incur, without reimbursement from Grantee, any cost or expense relating to Grantee's use of the Easement Area or Temporary Workspace. Grantor shall have no obligation to repair any damage to the Easement Area or Temporary Workspace or any improvements thereon. Grantee's Facilities shall be designed to accommodate and withstand heavy loads, including construction vehicles and heavy equipment operating within or moving across the Easement Area or Temporary Workspace. Grantee hereby accepts full responsibility for any damage to Grantee's Facilities caused by such heavy loads and forever waives and releases Grantor from any claim that Grantee, its agents or assigns may have as a result of such damage.
3. Grantor's Property: Grantee accepts the Easement Area and Temporary Workspace AS-IS/WHERE IS, in its present condition. This Easement is granted without any representations or warranties expressed or implied, and Grantee shall be responsible for performing its own due diligence of the Easement Area and Temporary Workspace.
4. Grantee's Facilities Condition and Easement Area Restoration: Grantee shall at all times, and at its own expense, keep Grantee's Facilities in good condition and repair. Grantee shall also at all times, and at its own expense, keep and

maintain the Easement Area and Temporary Workspace free and clear of garbage or debris initially placed on the Easement Area or Temporary Workspace by Grantee, its agents, employees, contractors or subcontractors. Grantee shall repair and restore the Easement Area and Temporary Workspace to the extent the same has been damaged by Grantee or any of its agents. All such repairs and restoration shall be performed as soon as practicable, weather permitting. Notwithstanding the foregoing, to the extent any activity in the Easement Area or Temporary Workspace by Grantee, its agents, employees, contractors or subcontractors results in an unsafe condition, Grantee immediately shall take any and all measures necessary to mitigate such unsafe condition.

5. Permitting and Compliance: In its use and exercise of the rights granted in this instrument, Grantee shall comply with all applicable local, state, federal, regulatory, safety, and environmental, laws, ordinances, rules and regulations, and Grantor's requirements provided herein. Grantee is responsible for determining what licenses, permits or other authorizations are at any time required and shall, at Grantee's sole expense, obtain and maintain all such licenses, permits and other authorizations of any kind that may at any time be required. Grantee shall name itself (and in no event Grantor) as the applicant and responsible party for any such licenses, permits or other authorizations. Grantee shall provide to Grantor, copies of all such applications prior to submittal for approval, and copies of all such licenses, permits and other authorizations.
6. Environmental: If use of the Easement Area or Temporary Workspace by Grantee, its agents, employees, contractors or subcontractors at any time results in the presence in, on or under Grantor's Land of contaminants, (including but not limited to the groundwater underlying the land), hazardous waste, hazardous substances or constituents, or toxic substances, as currently or hereafter defined in applicable laws, Grantee shall, without cost to Grantor, promptly take: 1) all actions that are required by any federal, state, or local governmental agency having jurisdiction. The actions required by Grantee shall include, but not be limited to: a) the investigation of the environmental condition of Grantor's Land, b) the preparation of any feasibility studies, reports, or remedial plans required by law, and c) the performance of cleanup, remediation, containment, operation, maintenance, monitoring, or restoration work, whether on or off Grantor's Land. Grantee shall proceed continuously and diligently with such investigatory and remedial actions. Grantee shall promptly provide to Grantor, free of charge, copies of all test results and reports generated in connection with the above activities and copies of all reports submitted to any governmental entity. No cleanup, remediation, restoration, or other work required by this paragraph shall require or result in the imposition of any limitation or restriction on the use of Grantor's Land, without Grantor's prior written approval and permission. In addition, to the maximum extent allowed by law, Grantee agrees to indemnify, defend and save harmless Grantor from any and all liability arising out of or resulting from: a) the presence on or beneath Grantor's Land, including but not limited to the groundwater underlying the land, of contaminants, hazardous waste, hazardous substances or constituents, or toxic substances, as currently or hereafter defined in applicable laws, as a result of use of Grantor's Land pursuant to this Easement; b) Grantee's violation or alleged violation of any federal, state, or local law related directly or indirectly to Grantee's exercise of the rights herein granted; or c) Grantee's failure to comply with the terms and conditions of this Easement. The provisions of this paragraph shall survive any termination of this Easement.
7. Indemnification: To the maximum extent allowed by law, Grantee agrees that it will at all times during the exercise of the rights and privileges hereby granted assume all liability for and protect, indemnify and save Grantor, its successors and assigns, harmless from and against all actions, claims, demands, judgments, losses, expenses of suits or actions and attorney fees for any type of injury to or death of any person or persons and loss or damage to the property of any person or persons whomsoever, including the parties hereto and their agents, contractors, subcontractors, employees and invitees, arising in connection with or as a direct or indirect result of the use and occupancy of the Easement Area or Temporary Workspace or the exercise of the rights and privileges hereby granted. The provisions of this paragraph shall survive any termination of this Easement.
8. Contractor Indemnification: Grantee shall insert in all contracts, and require to be inserted in all subcontracts, at any time and in connection with any work to be performed on the Easement Area or Temporary Workspace, the requirement that the contractor or subcontractor assume all liability for and protect, indemnify, and save Grantor person or persons and loss or damage to the property of any person or persons whomsoever, including the parties hereto and their agents, contractors, subcontractors, employees, and invitees, arising in connection with or as a direct or indirect result of use or occupancy of the Easement Area and Temporary Workspace pursuant to the Easement herein granted. The provisions of this paragraph shall apply to each and every such injury, death, loss, and damage, however caused, whether due, or claimed to be due, to Grantee's negligence, Grantor's negligence, the negligence of any such contractor or subcontractor, the combined negligence of either or both of the parties hereto and any one or more of said contractors

or subcontractors, the negligence of any other person, or otherwise.

9. **Insurance:** Grantee shall, at its own expense, procure, maintain and keep in effect at all times while the Easement granted herein is in effect, a Commercial General Liability Insurance Policy, satisfactory to Grantor in form and substance, with a minimum combined bodily injury and property damage single limit of \$1,000,000.00 per occurrence. Such policy shall: (i) be written on an "occurrence" basis; (ii) name Grantor as an additional insured; (iii) include contractual liability; and (iv) be primary and noncontributory to any insurance maintained by Grantor. At the time this Easement is granted, Grantee shall provide to Grantor a Certificate of Insurance evidencing the aforesaid insurance coverage and shall also provide Grantor with evidence of all renewals thereof. Such Certificate of Insurance shall be a standard industry ACORD Form Certificate of Liability Insurance or another form approved by Grantor's Corporate Insurance Department; and Grantee shall submit such Certificate of Insurance and renewals thereof to Grantor at the following address: Consumers Energy Company, Corporate Insurance Department, EP10-243, One Energy Plaza, Jackson, Michigan 49201-2276, or such other address as Grantor may hereafter specify. Grantee shall notify Grantor in writing immediately upon Grantee's receipt of any notice of cancellation of the insurance coverage required hereby.

Further, it shall be the responsibility of Grantee to ensure that Grantee's contractors and subcontractors procure, maintain and keep in effect for the entire duration of their performance of any activity on the Easement Area or Temporary Workspace, a Commercial General Liability Insurance Policy equivalent to that described above. Such insurance shall also name Grantor as an additional insured.

With respect to damage to Grantee's and its contractors' and subcontractors' property used on the Easement Area or Temporary Workspace, Grantee hereby waives and shall require its contractors and subcontractors to waive: (i) their respective rights of recovery against Grantor; and (ii) if such property is insured, the insurer's rights of subrogation, provided, however, that neither Grantee nor its contractors or subcontractors shall waive their rights of recovery with respect to any damages caused by the willful misconduct of Grantor, its agents, employees or subcontractors.

It is expressly understood that the obtaining of the insurance as is herein provided, shall in no way limit or release Grantee's or their contractor's or subcontractor's liability under any indemnity provisions set forth herein.

10. **Taxes:** Grantee agrees to reimburse Grantor, upon demand, for any increased property taxes and assessments attributable to Grantee's Facilities. Grantee shall be responsible for all personal property taxes assessed against the Grantee's Facilities or any other personal property of Grantee located in or on the Easement Area or Temporary Workspace.

11. **Construction Requirements:** Grantee shall submit Issued for Construction (hereinafter "IFC") plans in electronic format for any installation, construction, maintenance, repair, replacement, removal or use (hereinafter "Construction Activities") of Grantee's Facilities to Grantor for final review and acceptance not less than 10 days prior to the requested commencement date of said Construction Activity in the Easement Area and Temporary Workspace. In no instance shall any Construction Activity commence in the Easement Area or Temporary Workspace until Grantee has prior written consent from Grantor (hereinafter "Grantor's Construction Activity Consent"). Grantee's Facilities shall be installed and constructed in accordance with the accepted, IFC plans, any additional requirements provided for in Grantor's Construction Activity Consent, and in the attached Exhibit "D" (hereinafter collectively "Approved IFC Plans and Construction Standards"). Grantee agrees that 1) a copy of the Approved IFC Plans and Construction Standards shall be kept onsite and made available for reference at all times during the Construction Activity for Grantee's Facilities; 2) failure to have the Approved IFC Plans and Construction Standards onsite may result in a stop work order until such time as the Approved IFC Plans and Construction Standards is brought onsite and reviewed by the construction team; and 3) should Grantor require that its representative be onsite during the Construction Activity, the cost of said representative and all other costs incurred by Grantor as a result of Grantee's Construction Activities shall be reimbursable by Grantee to Grantor upon demand.

12. **Existing Encumbrances:** This Easement is granted by Grantor subject to any licenses, leases, easements, or other interest in Grantor's Land previously granted by Grantor or its predecessors in title and to any such interests reserved to other parties in instruments granted to Grantor or its predecessors in title, including the rights and interests granted to 1) Michigan Electric Transmission Company in an Amended and Restated Easement Agreement dated April 25, 2002; 2) Grantor's Trust Indenture dated as of September 1, 1945, as amended and supplemented, now held by The Bank of New York Mellon, Successor Trustee; 3) The Board of County Road Commissioners of the County of Genesee for Highway, dated October 23, 1959; 4) The Board of County Road Commissioners of the County of Genesee for Highway, dated March 2, 1971; 5) Buckeye Pipeline Company for a Gas Pipe Line, dated June 10, 1959; 6) Buckeye Pipeline Company

for a Gas Pipe Line, dated September 11, 1959; 7) The City of Flint for Sewer Main and Main Holes, dated August 15, 1978; 8) Motor Oils Refining Company for Pipe Line and Water Main, dated September 21, 1979; 9) The City of Flint for a Railroad Side Track, dated January 31, 1967; 10) The City of Flint for a Water Main, dated January 31, 1967; 11) The City of Flint for a Storm Sewer, dated December 8, 1954; 12) Keith A. Lawrence and Lester P. Lawrence for a Sanitary Sewer Main, dated February 15, 1965; 13) The City of Flint for Storm Sewer Main, dated November 13, 1961; 14) The Township of Genesee and the County of Genesee for the Cornwell Drain, dated March 10, 1959; 15) The County of Genesee for the Riskin Drain, dated July 23, 1959; 16) The Township of Genesee for Road Way and Other Utilities, dated January 23, 1978; 17) Beecher Metropolitan District for Water and Sewer Mains, dated January 23, 1978; 18) The County of Genesee, Board of County Road Commissioners for Highway Purposed, dated September 12, 1956; 19) The Charter Township of Genesee for a Water Main, dated May 7, 1997; 20) Buckeye Pipeline Company for a Gas Pipe Line, dated July 12, 1961; 21) The Board of County Road Commissioners of the County of Genesee for Highway, dated February 7, 1961; 22) Township of Genesee for Sidewalk, dated October 26, 1954; 23) The Board of County Road Commission - Genesee County for Highway, dated May 28, 1976; 24) The Highlands Mobile Home Park for Storm Sewer, dated May 15, 1997; 25) County of Genesee for Drain, dated January 23, 1958. Grantee is solely responsible for complying with any applicable requirements, including notice and consent requirements, of such licenses, leases, easements, and other interests.

13. Notices: Unless otherwise provided herein, any notice required or permitted to be given herein shall be in writing and sent to the parties at their respective addresses set forth in the first paragraph of this instrument, or such other address as the party to whom such notice is to be given may specify from time to time by notice to the other party. Such notices, if sent by certified or registered U. S. mail, postage prepaid, return receipt requested, or overnight courier shall be deemed to have been given when mailed as evidenced by receipt for said mailing; otherwise such notices shall be deemed to have been given when received.

14. Assignment: Grantee shall not assign this Easement without Grantor's prior written approval and said approval may be subject to Grantor's additional terms and conditions.

15. Signatory: The signatory represents and warrants that he or she has full authority to sign this Easement on behalf of the Grantee and by doing so bind it to all terms and conditions set forth herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed in their company names and by their duly authorized representatives as of the _____ day of _____, 2020.

Consumers Energy Company,
a Michigan municipal corporation

By: _____
Amy M. Walt
Vice President Operations Support

Acknowledged before me in Jackson County, Michigan on the _____ day of _____, 2020, by Amy M. Walt, Vice President Operations Support for Consumers Energy Company, a Michigan corporation, for the corporation.

Notary Public
_____, Michigan
Acting in _____ County
My commission expires: _____

City of Flint,
a Michigan municipal corporation

By: _____

Acknowledged before me in _____ County, Michigan on the _____ day of _____, 2020, by _____, _____ for the City of Flint, a Michigan municipal corporation, for the corporation.

Notary Public
_____, Michigan
Acting in _____ County
My Commission Expires: _____

Prepared by:
Lori A. Howe
Consumers Energy Company
One Energy Plaza
EP7-421
Jackson, Michigan 49201

After recording return to:
Lori A. Howe
17550 17 Mile Road
Marshall, Michigan 49068

EXHIBIT "A"
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Grantor's Land

Land in the City of Flint and Township of Genesee, County of Genesee and State of Michigan, described as:

216-D105-12

A strip of land 25 feet in width North and South, extending East and West from the Right of Way of the Pere Marquette Railroad to the Flint River, located in Section 32, T8N, R7E, along and adjacent to the North line of the following described land: 33 acres from the East side of the South 1/2 of the Northeast 1/4 of Section 31, bounded on the East by the East line of the Section; on the North by land of Wm. Pierson; on the West by land of Mathew Behan; on the South by the 1/4 line of said Section, together with whatever right said first party has to the center of said Flint River; and the South part of the Northwest fractional 1/4 of Section 32, all in T8N, R7E. EXCEPT, a strip of land 25 feet in width, North and South, bounded as follows: Commencing at a point upon the North 1/4 – 1/4 line of Section 32, T8N, R7E, where said 1/4 – 1/4 line is intersected by a line parallel with and 75 feet Westerly from the centerline of the proposed route of the Flint Belt Line Railroad Company, as now staked out, and located across said Section 32; thence Southeasterly along the line parallel with and 75 feet Westerly from the centerline of said Flint Belt Railroad Company to a point 25 feet South of said 1/4 – 1/4 line; thence East along a line parallel with and 25 feet South of said 1/4 – 1/4 line to the centerline of the Flint River; thence Northerly along the centerline of said River to the intersection thereof with said 1/4 – 1/4 line; thence West along said 1/4 – 1/4 line to the place of beginning. ALSO EXCEPT, all that part of the following described Tract "A" lying East of the West limited access right of way line of Highway I-475.

Tract "A"

The Northerly 25 feet of the Southwest 1/4 of the Northwest 1/4 of Fractional Section 32, T8N, R7E lying Westerly of the Westerly line of Dort Highway.

The West limited access right of way line of Highway I-475 is described as follows: Beginning at a point on the West line of Section 32, T8N, R7E, which is South 00°21'36" East 1264.19 feet from the Northwest corner of said Section; running thence South 21°55'01" East 94.71 feet to a point of ending.

371-D60-6

371-D60-4

City of Flint

A strip of land 100 feet in width across the South 32 acres of the Southwest fractional 1/4 of Section 29, T8N, R7E and across that part of the North 1/2 of the Northwest fractional 1/4 of Section 32, T8N, R7E, lying Northwesterly of the Northwesterly line of Boulevard Drive. Said strip of land being more particularly described as follows: Beginning at the intersection of the North line of the South 32 acres of the Southwest fractional 1/4 of said Section 29 with the West, North and South 1/8 line of said Section; thence South on said 1/8 line and on the West, North and South 1/8 line of said Section 32, to its intersection with the Northeasterly line of the right of way of the Flint Belt Railroad; thence Northwesterly along the Northeasterly line of the right of way of the Flint Belt Railroad to a point distant 100 feet West measured at right angles from said 1/8 line; thence North parallel with said 1/8 line and said West 1/8 line of Section 29 and distant 100 feet therefrom to a point on the North line of the South 32 acres of the Southwest fractional 1/4 of said Section 29; thence East along said North line to the place of beginning. Also beginning on the Southwest line of the right of way of said Flint Belt Railroad at a point 100 feet West, measured at right angles, from said West 1/8 line of section 32; thence Southeasterly along the Southwesterly line of the right of way of said Flint Belt Railroad to the Northwesterly line of Boulevard Drive; thence Southwesterly along the Northwesterly line of said Boulevard Drive to a point distant 100 foot measured at right angles from said right of way line; thence Northwesterly parallel with the Southwest line of said right of way and distant 100 feet therefrom, to a point 100 feet West, measured at right angles, from said West 1/8 line; thence North parallel with said 1/8 line and distant 100 feet therefrom to the place of beginning.

372-D60-7

372-D60-5

City of Flint

A strip of land 198 feet wide lying Northeasterly of and adjoining the Northeasterly line of the Flint Belt Railroad right of way across the premises hereinafter described: That part of the Northeast 1/4 of the Northwest 1/4 of Section 32, lying Westerly of the Westerly line of the City of Flint Boulevard Drive and that part of the Southeast 1/4 of the Southwest 1/4 of Section 29, lying South of the South line of the recorded plat of "Fairgrove" and Westerly of the Westerly line of said Boulevard Drive, being all in T8N, R7E.

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Also, a strip of land 65 feet wide off the West side of that part of the Southeast 1/4 of the Southwest 1/4 of said Section 29, lying South of the South line of the recorded plat of "Fairgrove" and Westerly of the Westerly line of said Boulevard Drive, excepting therefrom said strip of land so much of said strip as is included in the strip of land first above described.

369-D60-2*

City of Flint

The East 3/4 of Lot Number 28 of Fairgrove, according to the recorded plat thereof.

370-D60-3*

City of Flint

A parcel of land in Lots 28 and 29 of Fairgrove Addition to the City of Flint, according to the recorded plat thereof, described as beginning on the North line of said Lot 28 at a point 54.09 feet West of the Northeast corner of said Lot 28; running thence Southerly 211 feet, more or less, to the South line of said Lot 28 at a point 55.27 feet West of the Southeast corner of said Lot 28; running thence East along the South line of said Lots 28 and 29, 76.37 feet to a point; thence North to the North line of said Lot 29 at a point 21.1 feet East of the Northwest corner of said Lot 29; thence West along the North line of said Lots 28 and 29, 75.19 feet to the place of beginning.

368-D60-1*

City of Flint

Lots Numbered 15 and 16 of Fairgrove Addition, a subdivision of the Southwest fractional 1/4 of Section 29, T8N, R7E, according to the recorded plat thereof.

367-D60-3

City of Flint

A strip of land 100 feet wide off the East side of the Northwest 1/4 of the Southwest 1/4 of Section 29, T8N, R7E. Said strip of land being also described as beginning at the Northeast corner of the Northwest 1/4 of the Southwest 1/4 of said Section 29; thence South along the West 1/8 line of said Section to the Southeast corner of the Northwest 1/4 of the Southwest 1/4 of said Section; thence West along the South 1/8 line of said Section, 100 feet; thence North parallel with the West 1/8 line of said Section and distant 100 feet therefrom to the East and West 1/4 line of said Section; thence East along said 1/4 line 100 feet to the place of beginning.

366-D60-2

City of Flint

A strip of land 100 feet in width off from the East side of a parcel of land described as follows: The West 1/2 of the Northwest 1/4 of Section 29, T8N, R7E, except a parcel of land containing 10 acres off the North side thereof.

365-D60-1

City of Flint

A parcel of land containing 1.5 acres off the East side of the North 10 acres of the West 1/2 of the Northwest 1/4 of Section 29, T8N, R7E.

363-D60-5

Genesee Township

A strip of land 100 feet in width off the East side of that part of the West 1/2 of the West 1/2 of Section 20, T8N, R7E, lying Southerly of the Right of Way of the Pere Marquette Railroad, excepting a parcel of land in the Southeast corner thereof, 10 rods in length North and South and 8 rods in width East and West.

362-D60-4

Genesee Township

A strip of land 100 feet in width off the East side of a parcel of land described as follows: Commencing on the West line of Section 20, T8N, R7E, at a point 5 chains and 48.25 links South from the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of said Section 20; thence East parallel with the North 1/8 line of said Section, 20 chains and 9 links to the West 1/8 line of said Section; thence South along said West 1/8 line, 21 links to the North line of the right of way of the Pere Marquette Railroad; thence Southwest along said right of way, 5 chains and 85 links to an iron stake in said

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right of way; thence West parallel with said North 1/8 line of said Section, 15 chains and 3 links to the West line of said Section; thence North 2 chains and 85.5 links to beginning.

361-D60-3

Genesee Township

Beginning at the Northeast corner of the Southwest 1/4 of the Northwest 1/4 of Section 20, T8N, R7E; thence South along the West 1/8 line of said Section, 5 chains and 48.25 links; thence West, parallel with the North 1/8 line of said Section, 100 feet; thence North, parallel with said West 1/8 line, 5 chains and 48.25 links to the North 1/8 line of said Section; thence East along said North 1/8 line, 100 feet to the place of beginning.

360-D60-2

Genesee Township

A strip of land 100 feet wide across the South 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 20, T8N, R7E, the center line of which strip is described as beginning 50 feet South of the Northwest corner of said Section 20; thence running in a Southeasterly direction to a point 50 feet West of the Southeast corner of the Northwest 1/4 of the Northwest 1/4 of said Section.

359-D60-1

Genesee Township

A strip of land 100 feet wide across the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 20, T8N, R7E, the center line of which strip is described as beginning 50 feet South of the Northwest corner of said Section 20; thence running in a Southeasterly direction to a point 50 feet West of the Southeast corner of the Northwest 1/4 of the Northwest 1/4 of said Section.

357-D60-3

Genesee Township

All that part of the South 1/2 of the Southeast 1/4 of Section 18, T8N, R7E, lying West of the Lewis Road and East of the Pere Marquette Railway right of way. Also, a strip of land 150 feet wide lying Easterly of and along and adjoining the Easterly line of the Pere Marquette Railway Company's right of way across the following described parcel of land: That part of the Northeast 1/4 of the Southeast 1/4 of Section 18, T8N, R7E, lying Easterly of the Pere Marquette Railway Company's right of way.

Also, a strip of land 150 feet in width lying Easterly of and along and adjoining the Easterly line of the Pere Marquette Railway Company's right of way across the following described parcel of land: A parcel of land 387 feet in width off the South side of that part of the East 1/2 of the Northeast 1/4 of Section 18, T8N, R7E, lying Easterly of Pere Marquette Railway Company's right of way. EXCEPT, a parcel of land in the Southeast 1/4 of the Southeast 1/4 of Section 18, T8N, R7E, described as follows: to find the place of beginning of this description, commence at the Southeast corner of said Section; run thence North along the East line of said Section, 31.84 feet to the point of beginning of this description; thence continuing along said East line of said Section, 558.16 feet; thence South 73°38'00" West 117.04 feet; thence South 04°54'20" East 443.44 feet; thence South 41°44'20" East 111.72 feet to the point of beginning.

355-D60-2

Genesee Township

That part of the East 1/2 of the Northeast 1/4 of Section 18, T8N, R7E, described as follows: Beginning at the Northwest corner of the East 1/2 of the Northeast 1/2 of said Section 18; thence East along the North line of said Section, 100 feet; thence South parallel with the East 1/8 line of said Section and distant 100 feet therefrom to a point 150 feet Northeasterly, measured at right angles from the Northeasterly line of the Pere Marquette Railway right of way; thence Southeasterly parallel with the Northeasterly line of said right of way and distant 150 feet therefrom to a point 12 rods North of the East and West 1/4 line of said Section; thence West parallel with said East and West 1/4 line to the Northeasterly line of said Pere Marquette Railway right of way; thence Northwesterly along the Northeasterly line of said right of way to the East 1/8 line of said Section; thence North along the East 1/8 line of said Section to the place of beginning.

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354-D60-1

Genesee Township

A parcel of land in the Northeast 1/4 of the Northeast 1/4 of Section 18, T8N, R7E, described as beginning on the North line of said Section 18, at a point 100 feet East of the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of said Section 18; running thence East along the North line of said Section, 160 feet; thence South parallel with the East, North and South 1/8 line of said Section and distant 260 feet therefrom to a point 660 feet South of the North line of said Section; thence West parallel with said North line, 160 feet; thence North parallel with said East, North and South 1/8 line and distant 100 feet therefrom, 660 feet to the place of beginning.

353-D60-3

Genesee Township

A strip of land 100 feet in width off the West side of the East 1/2 of the Southeast 1/4 of Section 7, T8N, R7E. Also, a strip of land 100 feet in width off the West side of the Southeast 1/4 of the Northeast 1/4 of Section 7, T8N, R7E. Also, beginning at a point on the North 1/8 line of Section 7, T8N, R7E, said point being East 100 feet from the Northwest corner of the Southeast 1/4 of the Northeast 1/4 of said Section 7; thence East 363 feet; thence South 42 feet; thence South 45° West to a point which is East 100 feet from the East 1/8 line of said Section 7; thence North 405 feet to the point of beginning.

352-D60-2

Genesee Township

A parcel of land in the Northeast 1/4 of the Northeast 1/4 of Section 7, T8N, R7E, described as: Beginning on the North line of said Section 7 at a point 22 rods East of the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of said Section; thence South parallel with the East 1/8 line of said Section; 80 rods, more or less, to the South line of said Northeast 1/4 of the Northeast 1/4; thence East on the North 1/8 line of said Section, 100 feet; thence North, parallel with the East 1/8 line of said Section, 80 rods, more or less, to the North line of said Section; thence West along the North line of said Section, 100 feet to the place of beginning.

1-E25-1

Genesee Township

A parcel of land described as: Beginning at the Southeast corner of Section 7, T8N, R7E, running thence North along the centerline of Lewis Road, so called, 1320 feet to a point; thence West 1232.8 feet to land now owned by Consumers Power Company; thence South along said Consumers Power Company line, 1320 feet to the center line of Stanley Road, so called; thence East along the center of Stanley Road to the place of beginning, excepting therefrom the East 247.5 feet.

W-39

Genesee Township

All that part of a strip of land 33 feet wide lying Easterly of a line described as: Beginning on the North East and West 1/8 line of Section 7, T8N, R7E, at a point 463 feet East of the East North and South 1/8 line of said Section; running thence South 42 feet; thence South 45° West to a point 100 feet East of the East North and South 1/8 line of said Section at a point 405 feet South of the North East and West 1/8 line of said Section; running thence South, parallel with and 100 feet distant East of the North and South 1/8 line of said Section to the East and West 1/4 line of said Section, which is contained within a parcel of land described as beginning on the East line of said Section 786.9 feet North of the East 1/4 post of said Section, running thence West 1234.5 feet; thence North 124.8 feet; thence North 45° East 322.8 feet; thence East 1006.3 feet to the East line of said Section; thence South 356 feet to the place of beginning.

W-40

Genesee Township

All that part of a strip of land 33 feet in width lying Easterly of a line which is described as: Beginning on the North East and West 1/8 line of Section 7, T8N, R7E, at a point 463 feet East of the East North and South 1/8 line of said Section; running thence South 42 feet; thence South 45° West to a point 100 feet East of the East North and South 1/8 line of said Section at a point 405 feet South of the North East and West 1/8 line of said Section; running thence South parallel with and 100 feet distant East of the East North and South 1/8 line of said Section to the East and West 1/4 line of said

EXHIBIT "A"
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Section, which is contained within a parcel of land described as beginning 1142.9 feet North of the East 1/4 post of said Section; running thence West parallel with the South line of said Section 1006.3 feet; thence North 45° East 157.7 feet; thence North 42 feet to the North East and West 1/8 line of said Section; thence East along the North East and West 1/8 line of said Section 876 feet to the East line of said Section; thence South 189.3 feet to the place of beginning.

351-D60-7

Genesee Township

A strip of land 100 feet wide off the West side of the East 58 acres of the East 1/2 of the Southeast 1/4 of Section 6, T8N, R7E.

350-D60-6

Genesee Township

A strip of land 100 feet in width over and across the Southeast 1/4 of the Northeast 1/4 of Section 6, T8N, R7E, the centerline of said strip of land being described as: Beginning on the South line of the above described land at a point 413 feet East of the Southwest corner thereof; thence in a Northwesterly direction to a point 363 feet North of the South line of said land and 50 feet East of the West line thereof; thence North, parallel with and distant 50 feet from the West line of the above described land, to the North line thereof.

W-17

Genesee Township

All that part of a strip of land 33 feet wide off the Northeasterly side of a strip of land 83 feet wide, the Southwesterly line of which is described as: Beginning at a point 413 feet East of the Southwest corner of the Southeast 1/4 of the Northeast 1/4 of Section 6, T8N, R7E, running thence Northwesterly to a point 50 feet East of the East North and South 1/8 line of said Section at a point 363 feet North of the East and West 1/4 line of said Section, which is contained within a parcel of land described as beginning at the Southeast corner of the Northeast 1/4 of said Section; running thence Northwesterly along the center line of Dort Highway, so-called, 265.52 feet; thence South 88° 40' West 945.66 feet; thence South 45° 35' East 338.04 feet to the East and West 1/4 line of said Section; thence North 88° 40' East 822.3 feet along the East and West 1/4 line of said Section to the place of beginning.

W-18

Genesee Township

All that part of a strip of land 33 feet wide off the Easterly side of a strip of land 83 feet wide; the Westerly line of which is described as: Beginning at a point on the East and West 1/4 line of Section 6, T8N, R7E, 413 feet East of the Southwest corner of the Southeast 1/4 of the Northeast 1/4 of said Section; running thence Northwesterly to a point 50 feet East of the East North and South 1/8 line of said Section at a point 363 feet North of the East and West 1/4 line of said Section; thence Northerly parallel with and 50 feet distant Easterly of the East North and South 1/8 line of said Section to the North East and West 1/8 line of said Section, which is contained within a parcel of land described as beginning at a point 100 feet East and 761.85 feet South of the Northwest corner of the Southeast 1/4 of the Northeast 1/4 of said Section; running thence East parallel with the East and West 1/4 line of said Section 929.95 feet to the center line of Dort Highway, so-called; thence Southeasterly along the center line of said highway 354.06 feet; thence West parallel with the East and West 1/4 line of said Section 945.66 feet; thence North 45° 35' West 197.78 feet; thence North 179.67 feet to the place of beginning.

W-19

Genesee Township

The East 33 feet of the West 133 feet of the South 305.75 feet of the North 761.85 feet of the Southeast 1/4 of the Northeast 1/4 of Section 6, T8N, R7E.

W-20

Genesee Township

The East 33 feet of the West 133 feet of the North 340.2 feet of the Southeast 1/4 of the Northeast 1/4 of Section 6, T8N, R7E.

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349-D60-5

Genesee Township

A parcel of land in the Southwest 1/4 of the Northeast 1/4 of Section 6, T8N, R7E, described as follows: Commencing at the Northeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 6; thence West on the North 1/8 line, 150 feet; thence South 45° East to the East 1/8 line, at a point 150 feet South of the North 1/8 line; thence North on the East 1/18 line to the place of beginning.

348-D60-4

Genesee Township

A parcel of land in the North 1/2 of the Northeast fractional 1/4 of Section 6, T8N, R7E, described as follows: The South 330 feet of the East 153.9 feet of the Northwest 1/4 of the fractional Northeast 1/4 of Section 6, T8N, R7E.

347-D60-3

Genesee Township

A parcel in the North 1/2 of the Northeast fractional 1/4 of Section 6, T8N, R7E, described as follows: The South 450 feet of the West 146.4 feet of the East 300.3 feet of the Northwest 1/4 of the Northeast 1/4 of Section 6, T8N, R7E.

346-D60-2

A parcel of land 100 feet wide across the Northwest 1/4 of the Northeast 1/4 of Section 6, T8N, R7E, the centerline of said 100 foot strip of land being described as follows: Beginning at a point on the North and South 1/4 line of said Section 6, said point being South 260 feet from the North line of said Section; thence South 43°42' East 1409.5 feet, or to point which is North 235.5 feet from the North 1/8 line of said Section 6 and West 300.3 feet from the East 1/8 line of said Section 6.

EXHIBIT "B"
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Easement Area

Land in the City of Flint and Township of Genesee, County of Genesee and State of Michigan, described as:

A 20' wide Easement, the centerline of which is described as follows:

Commencing at the Northwest corner of Section 32, T8N R7E; thence South 00°44'43" East 1351.37 feet along the west line of said section 32; thence North 89°14'22" East 1548.13 feet to the **point of beginning**; thence North 54°08'17" West 40.53 feet; thence North 09°08'17" West 50.14 feet; thence North 40°36'35" East 162.75 feet; thence North 03°19'10" West 74.00 feet; thence North 48°43'25" East 96.53 feet; thence North 03°43'25" East 38.01 feet; thence North 48°43'25" East 190.02 feet; thence North 03°43'25" East 28.18 feet; thence North 36°41'01" West 148.95 feet; thence North 36°41'01" West 157.02 feet; thence North 36°41'01" West 151.05 feet; thence North 37°26'57" West 572.04 feet; thence North 01°07'35" West 758.19 feet; thence North 03°36'50" West 592.60 feet; thence North 01°54'42" West 323.29 feet; thence North 00°09'33" East 196.12 feet; thence North 01°58'57" West 286.99 feet; thence North 01°37'36" West 495.85 feet; thence North 02°10'03" West 1018.15 feet; thence North 01°24'24" West 630.94 feet; thence North 02°44'27" West 942.97 feet; thence North 43°56'10" East 39.98 feet; thence North 00°46'01" West 80.85 feet; thence North 01°40'47" West 287.65 feet; thence North 00°59'52" West 346.18 feet; thence North 00°55'57" West 342.13 feet; thence North 01°37'18" West 621.56 feet; thence North 20°41'06" East 50.46 feet; thence North 02°19'01" West 390.42 feet; thence North 01°22'30" West 285.90 feet; thence North 01°40'38" West 296.22 feet; thence North 01°36'14" West 341.35 feet; thence North 00°37'11" West 269.45 feet; thence North 02°56'35" West 154.36 feet; thence North 01°24'36" East 151.27 feet; thence North 00°29'23" West 208.72 feet; thence North 00°19'58" West 191.26 feet; thence North 22°37'19" West 51.68 feet; thence North 67°37'19" West 93.49 feet; thence North 45°41'07" West 833.67 feet; thence North 01°22'31" West 87.77 feet; thence North 46°35'23" West 110.69 feet; thence South 88°36'15" West 147.55 feet; thence North 00°52'21" West 45.06 feet; thence North 46°40'04" West 329.55 feet; thence North 35°25'04" West 197.68 feet; thence North 59°02'32" West 196.58 feet; thence North 09°58'59" West 380.96 feet; thence North 34°10'23" East 46.68 feet; thence North 10°29'37" West 587.42 feet; thence North 10°54'00" West 731.69 feet; thence North 18°17'32" West 805.41 feet; thence North 29°22'43" West 975.63 feet; thence North 29°53'27" West 664.57 feet; thence North 52°23'27" West 80.66 feet; thence North 07°23'27" West 45.20 feet; thence North 37°36'33" East 48.05 feet; thence North 00°55'29" West 279.42 feet; thence North 03°02'07" West 634.20 feet; thence North 01°29'17" West 521.94 feet; thence North 04°10'11" West 433.59 feet; thence North 05°59'24" West 265.42 feet; thence North 01°47'03" West 236.67 feet; thence North 20°19'31" East 110.35 feet; thence North 01°00'51" West 71.29 feet; thence North 46°47'03" West 57.48 feet; thence North 01°35'49" West 2140.41 feet; thence North 40°43'36" East 619.49 feet; thence North 01°27'14" West 1648.53 feet; thence North 01°48'55" West 1583.83 feet; thence North 01°36'15" West 790.83 feet; thence North 47°34'29" West 501.80 feet; thence North 00°25'18" West 820.28 feet; thence North 46°14'52" West 549.02 feet; thence North 01°06'03" West to a point on the North line of parcel 11-06-200-007 and the point of ending.

EXHIBIT "C"
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Temporary Workspace

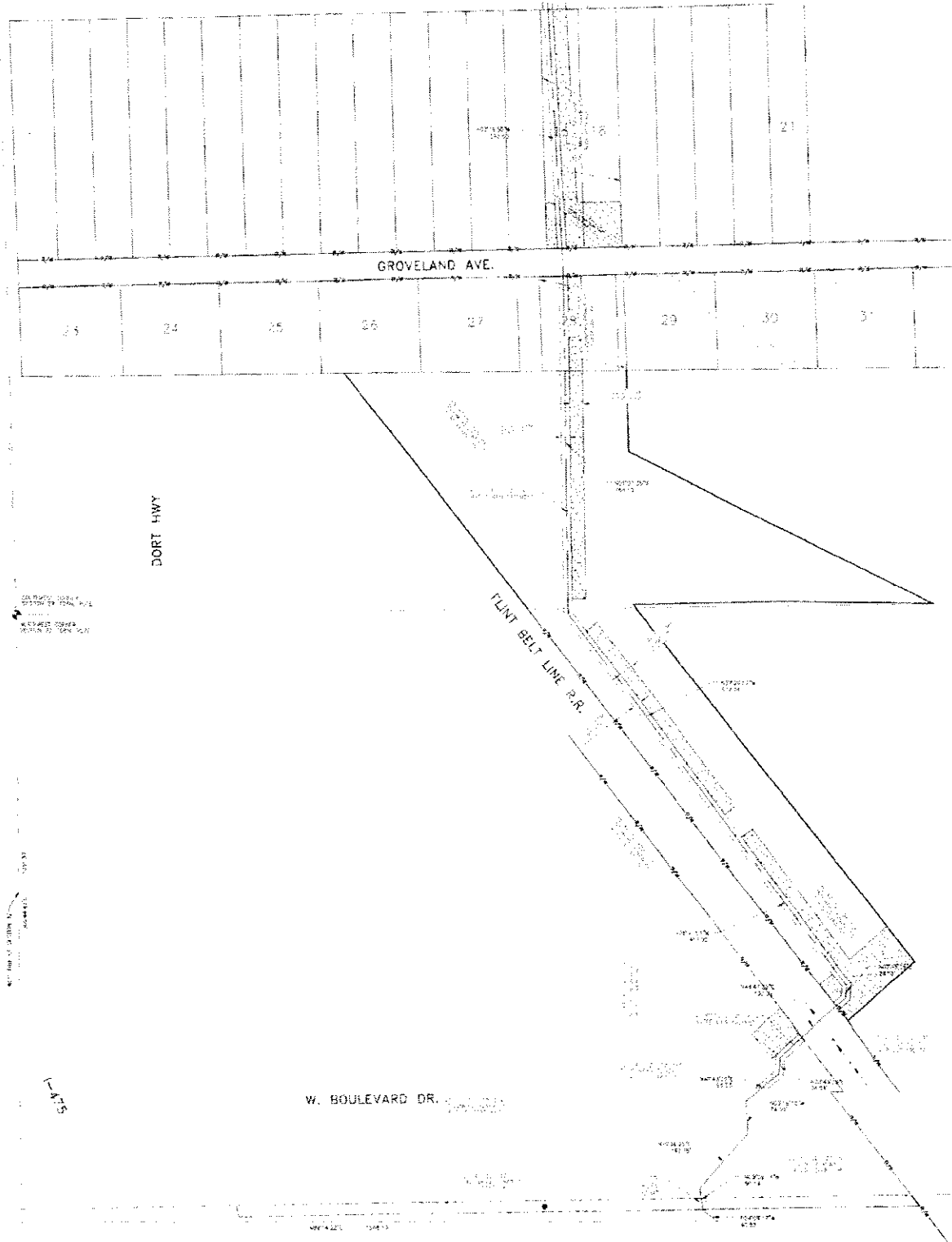


EXHIBIT "C"
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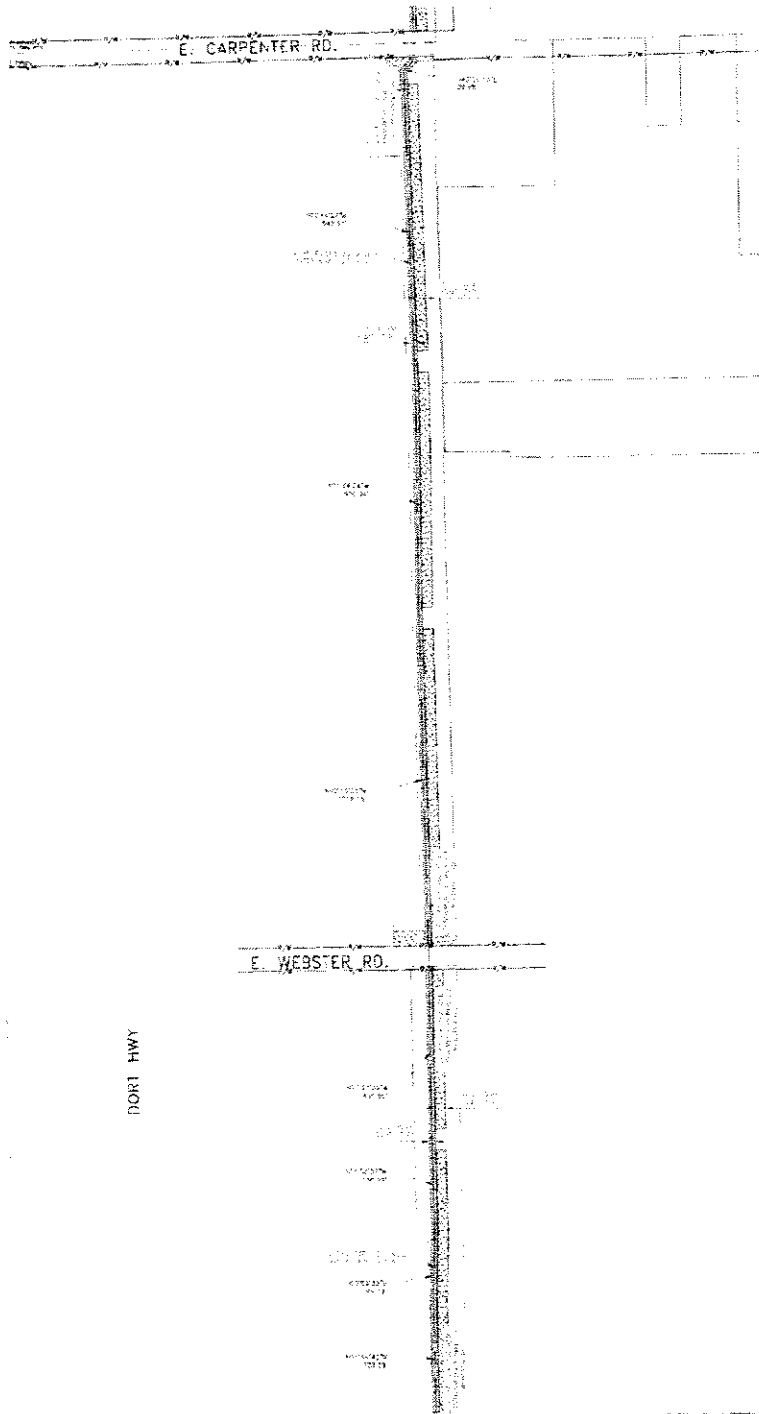


EXHIBIT "C"
Page 3 of 6
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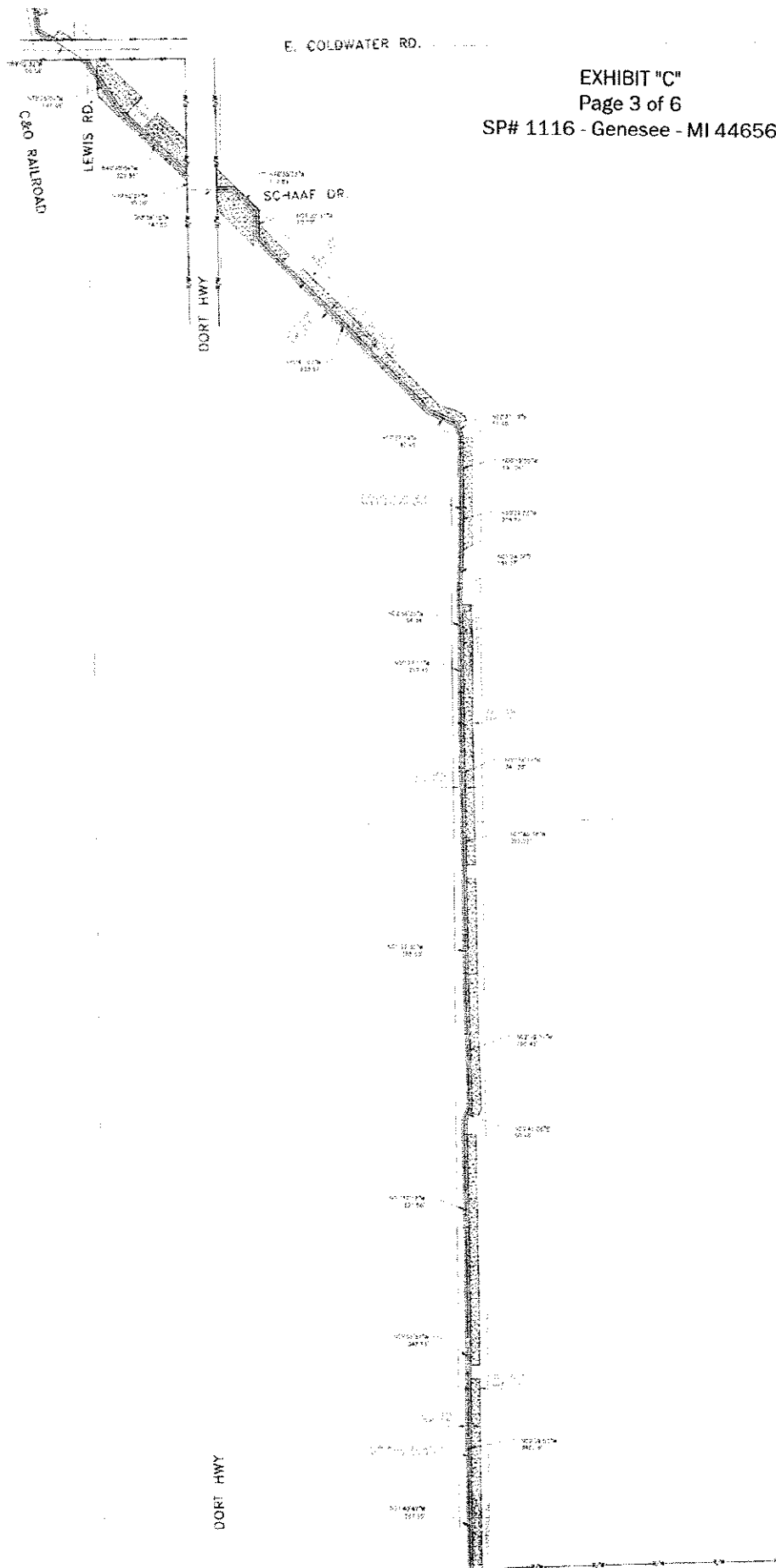


EXHIBIT "C"

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DORT HWY

LEWIS RD.

E. STANLEY RD.

C&O RAILROAD

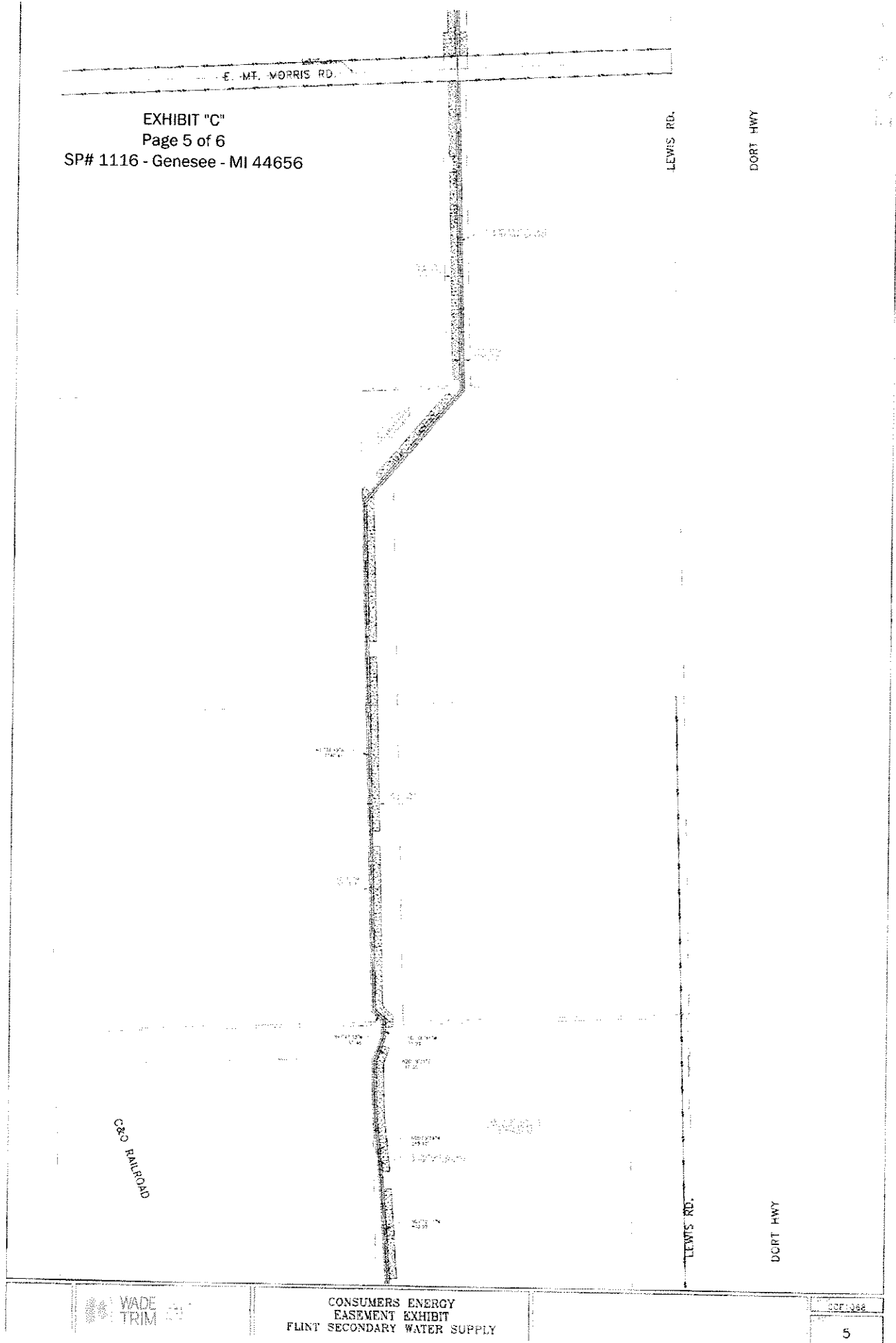
E. COLDWATER RD.

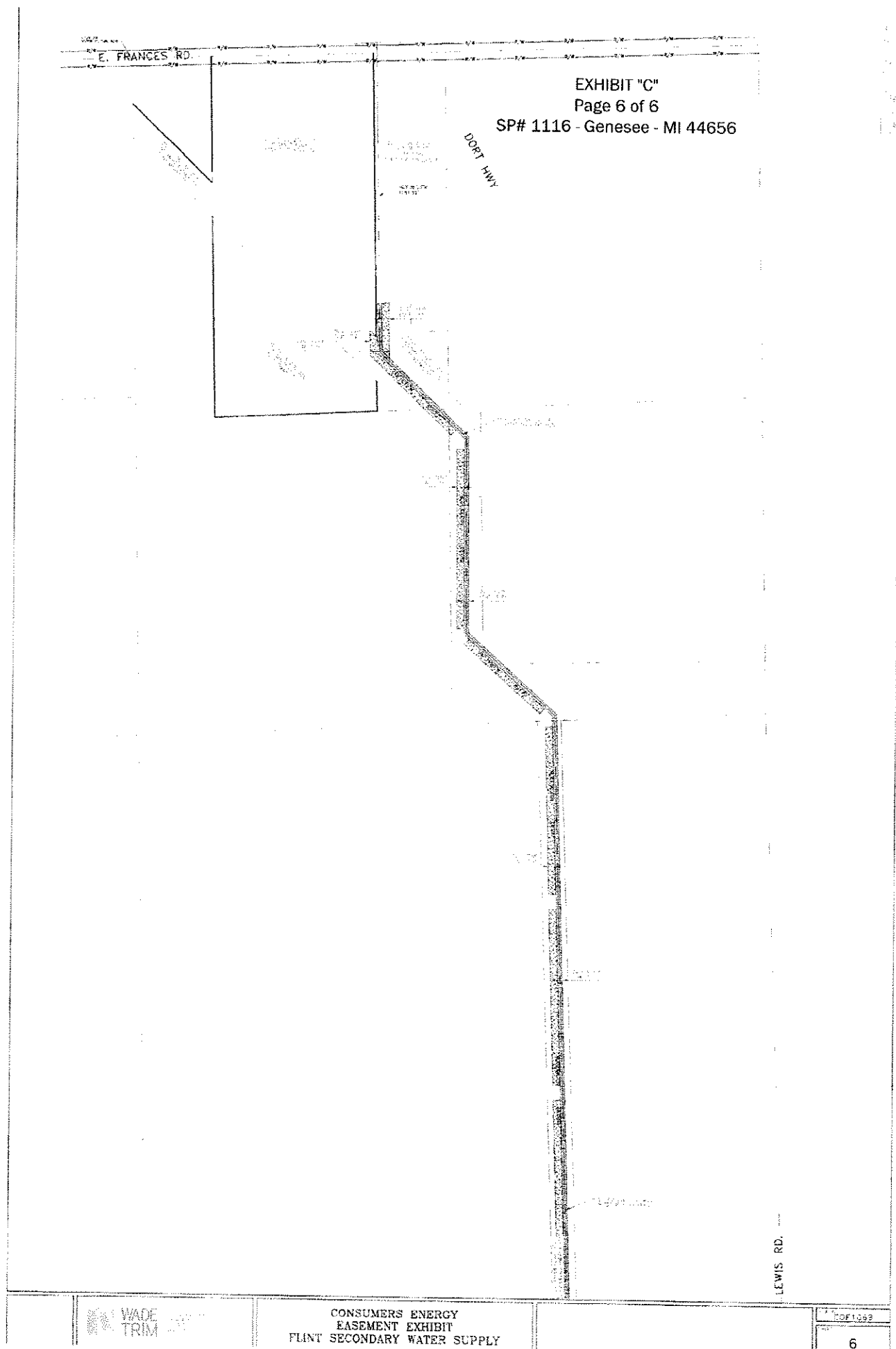
WADE
TRIM

CONSUMERS ENERGY
EASEMENT EXHIBIT
FLINT SECONDARY WATER SUPPLY

COF1068

EXHIBIT "C"
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WADE TRIM

CONSUMERS ENERGY
EASEMENT EXHIBIT
FLINT SECONDARY WATER SUPPLY

EXHIBIT "D"
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1. Grantee shall contact the Utility Communications System (Miss Dig), phone number (800) 482-7171, prior to performing any excavation on the Easement Area, in accordance with Michigan Compiled Law 460.721, et seq., Public Act 174 of 2013, and any future amendments.
2. Grantee shall not: a) erect any buildings or structures on Grantor's land, including, but not limited to sheds, septic systems, drain fields, retention ponds, water wells or manholes, excepting only those explicitly authorized herein; b) permanently store any materials or fill in, on or under Grantor's Land; c) permanently change the grade of Grantor's Land; or d) plant any trees on Grantor's Land, without Grantor's prior written approval.
3. Any temporary change in grade created by excavation shall be filled and such fill shall be compacted such that no pockets are created and to an extent so as to not interfere with the ability of Grantor's vehicles to traverse any portion of the Easement Area and Temporary Workspace.
4. Grantee may trim or remove trees and vegetation in the Easement Area and Temporary Workspace for Construction Activities of Grantee's Facilities subject to notification requirements identified in section 5 below. Grantor further reserves the right to control, trim or remove any trees or other forest products within the Easement Area and Temporary Workspace during the term and in accordance with the conditions, limitations and requirements of this Easement.
5. Grantee shall give Grantor written notice of any non-emergency Construction Activities that Grantee performs in the Easement Area or Temporary Workspace following installation of Grantee's Facilities. Such notice to be sent to POBoxConsumersRealEstateInquiries@cmsenergy.com at least 10 business days in advance of the commencement of such work. In the case of emergency work, Grantee shall notify Grantor of such work as soon as is reasonably practicable.
6. While working within Grantor's Land, Grantee shall not violate or cause Grantor to be in violation of the National Electric Safety Code or any other applicable safety code. Furthermore, construction equipment operated on Grantor's Land shall at all times maintain a minimum separation of 15 feet from any energized conductor. If more stringent, OSHA/MIOSHA standard shall be observed. No equipment having the height potential of contacting any such electric lines shall be allowed to operate under such lines. No dump truck beds shall be lifted under any electric lines. No excavation or boring shall be done within 15 feet from any utility pole, tower, structure or guy wire.
7. No fill shall be placed under any electric line or within 20 feet of any electric line tower or pole within the Easement Area or Temporary Workspace without the prior written approval of Grantor.
8. Grade within the Easement Area or Temporary Workspace may not be decreased, nor can it be increased more than 2 feet. Grade changes must ensure that no ponding will occur near any of Grantor's poles.
9. If heavy equipment is to cross the Grantor's existing pipeline, a minimum of 5 feet of cover shall be verified and maintained over the pipeline. If a minimum 5 feet of cover cannot be maintained, protective bridging shall be provided and installed by the Grantee. Drawings are available upon request showing Grantor's accepted bridging practices.
10. Grantee's contractor shall contact Grantor's Corrosion Control Engineer at (517) 788-1195 to discuss potential interference problems that may result in accelerated corrosion damage to either facility for any approved buried utility across or in the immediate vicinity of Grantor's pipeline. Grantee to be responsible for providing cathodic protection.
11. The depth of any approved buried utilities shall be maintained completely across Grantor's Land to achieve a minimum clearance of 12 inches from existing facilities and to accommodate future facilities that may be installed. Clearances of at least 24 inches may be mandated by Grantor.

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12. Any approved buried utility that crosses Grantor's existing pipeline shall cross as near as 90° to the pipeline as practicable in order to minimize the amount of pipeline that may have to be exposed. Any such facility that parallels Grantor's pipeline shall not be constructed closer than 15 feet from the edge of the pipeline.
13. Mechanical digging is not permitted within 24 inches of Grantor's Facilities.
14. The length of the Grantor's pipeline that will be exposed shall be limited to a maximum of 25 feet and the backfilling shall be performed in a manner to avoid damage to the pipe coating and to provide firm support. Hand labor shall be used when necessary to assure that the pipeline is fully supported on compacted backfill. The backfill shall be placed so that, after settlement, the ground surface will be as near original grade as possible. Additional depth of cover restoration may be mandated by Grantor. No large rocks, boulders, clods or refuse are allowed in the backfill material. The backfill operation will be subject to Grantor's inspection.
15. Grantee to contact Grantor's inspector at 810-760-3399 to be on site during installation of Grantee's Facilities at the crossing of W. Boulevard Drive.
16. Should Grantee's Facilities interfere with the existing or future use of Grantor's Land by Grantor, and such interference causes Grantor to relocate any of Grantor's facilities, Grantee to reimburse Grantor for any cost incurred by Grantor associated with or caused by said interference.

20-1091



RESOLUTION NO.: 200322

PRESENTED: AUG 10 2020

ADOPTED: _____

BY THE CITY ADMINISTRATOR:

RESOLUTION AUTHORIZING THE AMENDMENT OF THE 2020-2021 ADOPTED BUDGET IN
THE AMOUNT OF \$350,000

Additional funds are required in the 2020-2021 adopted budget for the Public Improvement Fund (402) in the amount of \$350,000 to be transferred from the 101 General Fund Balance to cover improvements to City of Flint public buildings into the following account number:

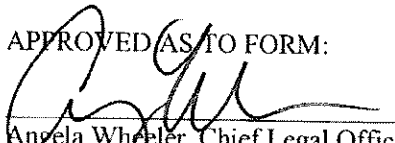
402-753.200-976.000	Building additions and improvements	\$350,000.00
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In accordance with Budget Ordinance # 3856 adopted 1-25-15, transfers from Fund Balance qualify as budget amendments; and

In accordance with Budget Ordinance #3856 adopted 1-25-15, budget amendments in excess of \$25,000 shall be submitted to City Council for its approval;


IT IS RESOLVED, that the appropriate city officials are hereby authorized to do all things necessary to amend the 2020-2021 budget of the City of Flint to reflect the changes requested above the City's General Fund (101) for a total change of \$350,000.00.

APPROVED AS TO FORM:


Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:


Amanda Trujillo, Interim Chief Finance Officer


Clyde Edwards, City Administrator

CITY COUNCIL:

Monica Galloway, Council President

2020 - KRN



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: July 24, 2020

BID/PROPOSAL#

AGENDA ITEM TITLE: Budget amendment

PREPARED BY Kathryn Neumann for Robert Bincsik, Director of Public Works

VENDOR NAME:

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The purpose of this resolution is to add money to the 402 Public Improvement Fund. DPW requested \$350,000.00 to maintain aging buildings that the City of Flint owns and were only given \$50,000. There are several roofs that need to be replaced. In June, 2020, Flint City Council authorized new roofs at the 12th St. garage, as well as the salt barn. It was too late in the fiscal year to get those projects started and now it has gone into the new fiscal year. Additionally, the roofs at Brennan and Hasselbring senior centers need to be replaced as well. All of these roofs combined equal \$293,976.00. DPW is requesting the full amount originally requested so that the roofs can be repaired as well as other unexpected repairs that come up over the year from aging buildings.

FINANCIAL IMPLICATIONS:

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

Dept.	Name of Account	Account Number	Grant Code	Amount
402	Building Additions/Improvements	753.200-976.000		\$350,000.00
FY21 GRAND TOTAL				\$ 350,000.00

PRE-ENCUMBERED? YES ☐ NO ☒ REQUISITION NO:

ACCOUNTING APPROVAL: Kristin S. Troup Date: 7/24/20

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☐
(If yes, please indicate how many years for the contract) 1 YEAR

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

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



CITY OF FLINT

DEPARTMENT HEAD SIGNATURE:

Robert Bincsik

Robert Bincsik, Director of Public Works



200323

PRESENTED: AUG 10 2020

ADOPTED: _____

**RESOLUTION AUTHORIZING THE CORRECTION OF THE FUNDING SOURCE TO
PURCHASE PROPERTY AT 8537 DORT HIGHWAY, MT. MORRIS, MICHIGAN 48458, TO
COMPLETE THE CONSTRUCTION OF THE SECONDARY WATER SOURCE**

BY THE CITY ADMINISTRATOR:

WHEREAS, on June 24, 2020, the Flint City Council adopted resolution 200259 to purchase property at 8537 Dort Highway, Mt. Morris, Michigan 48458, to complete the construction of the Secondary Water Source.

WHEREAS, the incorrect funding source account 491-551.000-801.068 was noted to purchase property at 8537 Dort Highway, Mt. Morris, Michigan 48458 in the amount of \$30,000.00.

WHEREAS, the correct account 496-551.000-801.071 FEPAWIIN18-1 is designated to purchase property 8537 Dort Highway, Mt. Morris, Michigan 48458 in the amount of \$30,000.00.

Fund	Name of Account	Account Number	Grant Code	Amount
496	Secondary Water	496-551.000-801.071	FEPAWIIN18-1	\$30,000.00

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary to approve the correct funding source 496-551.000-801.071 FEPA WIIN18-1 to purchase property 8537 Dort Highway, Mt. Morris, Michigan 48458, to complete the construction of the Secondary Water Source in the amount of \$30,000.00.

APPROVED AS TO FORM:


Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:

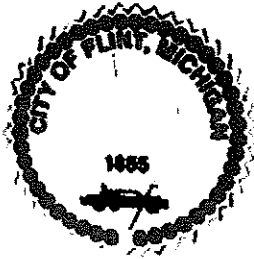

Amanda Trujillo, Acting Chief Financial Officer

FOR THE CITY OF FLINT:


Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:


Monica Galloway, City Council President



200259

RESOLUTION NO. _____

PRESENTED: JUN 22 2020

ADOPTED: 6-24-2020

RESOLUTION TO PURCHASE PROPERTY AT 8537 DORT HWY. MT. MORRIS, MI 48458 TO COMPLETE THE CONSTRUCTION OF THE SECONDARY WATER SOURCE

BY THE CITY ADMINISTRATOR:

WHEREAS, The City of Flint desire to purchase the property located at 8537 Dort Hwy. Mt. Morris, MI 48458 to complete the construction of the Secondary Water Source that was approved by City Council on May 11, 2020.

Correct Property

WHEREAS, an appraisal was completed by a certified appraiser and negotiations were completed, resulting in a recommendation of a purchase price of \$30,000.00.

WHEREAS, Documents in support of the purchase are attached.

WHEREAS, The City Administrator, recommends approving the purchase of 8537 Dort Hwy. Mt Morris, MI 48458 to complete the construction of the secondary water source.

THEREFORE, BE IT RESOLVED that the Flint City Council approves the purchase of 8537 Dort Hwy Mt. Morris, MI 48458 to complete the construction of the Secondary Water Source in the amount of \$30,000.00 to be paid from account number 491-551.000-801.068.

Wrong Account should be

APPROVED AS TO FORM:

[Signature]
Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:

[Signature]
Amanda Trullio, Acting Finance Director

FOR THE CITY OF FLINT:

[Signature]
Chris Edwards, City Administrator

APPROVED BY CITY COUNCIL:

[Signature]
Monica Galloway, City Council President

*If this is Susan Peck's property do with
Haw nothing. do with
L. D'Agostini, don't own property.*

Account to Use: → 496-551.010-801.071 / FEPA18 WITHIN-1
(SUSAN PECK)