

200324



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

PRESENTED: AUG 10 2020

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

**RESOLUTION RECOGNIZING JAMES-MOOREHOUSE INC., AS A NONPROFIT ORGANIZATION OPERATING IN THE CITY OF FLINT FOR THE PURPOSE OF OBTAINING A CHARITABLE GAMING LICENSE, ISSUED BY THE MICHIGAN LOTTERY CHARITABLE GAMING ORGANIZATION**

**BY THE MAYOR:**

James-Moorehouse Inc., a non-profit organization, provides temporary shelter for runaway, homeless or female victims involved in sex trafficking with family reunifications as a primary goal.

The City of Flint, being the local governing body with authority to grant local charitable gaming licenses that also conform to requirements set forth by the State of Michigan, and James-Moorehouse Inc., a non-profit organization, having made proper application for a Charitable Gaming License to conduct a raffle commencing December 12, 2020 at 1204 Harrison St., Flint MI 484503 prices for the raffle are \$25.00 a ticket. This resolution is submitted in accordance with the qualification process pursuant to the State of Michigan, Bureau of State Lottery, as allowed by Act 382 of the Public Acts of 1972, as amended.

**NOW THEREFORE BE IT RESOLVED**, that 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, issued by the State of Michigan Lottery Charitable Gaming Division, relative to conducting charity and fundraising events, as allowed by Act 382 of the Public acts of 1972, as amended.

APPROVED AS TO FORM:

Angela Wheeler, City Attorney

FOR THE CITY OF FLINT:

Sheldon A. Neeley, Mayor

APPROVED BY CITY COUNCIL:

Monica Galloway, City Council President

## Documentation for Preparation of Charitable Gaming License Resolution

Name of organization: James- Moorehouse, Inc.

Mission Statement: The mission is to provide temporary shelter for runaway, homeless or female victims involved in sex trafficking with family reunifications as a primary goal. Our initial program seeks to provide short term shelter, safety, food and clothing, to keep victims, ages 17-25, from being homeless or involved in sex trafficking activity. A collaboration with law enforcement agencies, local hospitals, foster care workers and Social Service organizations will help identify victims who will benefit from quality housing opportunities. Our Outreach ministry will connect runaway, homeless and sex trafficked victims with Social and Law enforcement agencies.

Date(s) of event and type: Date – approx. Oct 31, 2020 or Nov 26, 2020 depending on approval and receipt of obtain licenses. James-Moorehouse, Inc. plan is to have ongoing fundraising events. Type: Raffle

Location of event: James-Moorehouse, Inc. shelter grounds, 1204 Harrison St. Flint, Michigan

Tax exemption Letter: attachment

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

DEPARTMENT OF THE TREASURY

Date: **JAN 02 2020**

JAMES-MOOREHOUSE  
310 EAST GENESEE ST  
FLINT, MI 48505-0000

Employer Identification Number:  
84-2479542  
DLN:  
26053740002699  
Contact Person:  
CUSTOMER SERVICE ID# 31954  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
509(a)(2)  
Form 990/990-EZ/990-N Required:  
Yes  
Effective Date of Exemption:  
July 18, 2019  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

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

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

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

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

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

Letter 947

JAMES MOOREHOUSE

Sincerely,

*Stephen A. Martin*

Director, Exempt Organizations  
Rulings and Agreements



RESOLUTION NO.: 200325  
PRESENTED: AUG 10 2020  
ADOPTED: \_\_\_\_\_

**RESOLUTION TO ADOPT NOTICE OF NONDISCRIMINATION AND GRIEVANCE  
PROCEDURE**

**BY THE CITY ADMINISTRATOR:**

**WHEREAS,** On August 23, 2016, Environmental Protection Agency External Civil Rights Compliance Office (ECRO) accepted for investigation EPA Complaint No. 19RD-16-R5 and opened an investigation into whether the Michigan Department of Environmental Quality (MDEQ), Genesee County, and the City of Flint discriminated against the complainant and other similarly situated individuals in Flint, Michigan, on the bases of race, national origin, including limited-English proficiency (LEP), and disability with respect to the administration of the Safe Drinking Water Act of 1974, including public notification and involvement, in violation of Title VI and 40 C.F.R. Part 7, and whether MDEQ, Genesee County, and the City of Flint discriminated against individuals in Flint, Michigan on the basis of race, national origin, including limited-English proficiency, and disability by failing to have in place procedures for addressing compliance with the non-discrimination requirements, per 40 C.F.R. Part 7.

**WHEREAS,** On March 4, 2020 the City of Flint voluntarily entered into an Informal Resolution Agreement with the Environmental Protection Agency, External Civil Rights Compliance Office to resolve EPA Complaint NO. 19RD-16-R4.

**WHEREAS,** to comply with the Informal Resolution Agreement the City must adopt and post a Notice of Nondiscrimination and a Grievance Procedure for the Public.

**WHEREAS,** City Administrator Clyde Edwards recommends adopting the Notice of Nondiscrimination and Grievance Procedure for the Public.

**THEREFORE, BE IT RESOLVED** that the Flint City Council agrees to adopt the Notice of Nondiscrimination and Grievance Procedure for the Public.

<Signatures on the Following Page>



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

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

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

APPROVED AS TO FORM:

Angela Wheeler  
Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:

\_\_\_\_\_  
Amanda Trujillo, Acting Chief Financial Officer

FOR THE CITY OF FLINT:

Clyde Edwards  
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

\_\_\_\_\_  
Monica Galloway, City Council President

### **Notice of Nondiscrimination in the Provision of City of Flint Services**

The City of Flint does not discriminate in its programs and activities based on race, ethnicity, color, national origin, sex, marital status, sexual orientation, age, religion, disability, veteran status, or other protected status in accordance with all state and federal laws and does not intimidate or retaliate against any individual or group because they have exercised their rights to participate in actions protected, or oppose action prohibited, by 40 C.F.R. Parts 5 and 7, or for the purpose of interfering with such rights.

The City of Flint is responsible for coordination of compliance efforts and receipt of inquiries concerning nondiscrimination requirements implemented by 40 C.F.R. Parts 5 and 7 (Nondiscrimination in Programs or Activities Receiving Federal Assistance from the Environmental Protection Agency), including Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and Section 13 of the Federal Water Pollution Control Act Amendments of 1972.

If you have any questions about this notice or any of the City's non-discrimination programs, policies or procedures or if you believe that you have been discriminated against with respect to a City program or activity, you may contact:

**Tia Lewis, PhD**

Nondiscrimination Coordinator

810-766-7280 Ext. 2954

1101 South Saginaw Street, Room 9, Flint, Michigan 48502

[tmlewis@cityofflint.com](mailto:tmlewis@cityofflint.com)

**Keosha Brooks**

Alternate Nondiscrimination Coordinator

810-766-7280 Ext. 2963

1101 South Saginaw Street, Room 9, Flint, Michigan 48502

[kbrooks@cityofflint.com](mailto:kbrooks@cityofflint.com)

You may visit our Website at <https://www.cityofflint.com/> and click the link for Nondiscrimination Policy and Procedure to obtain a copy of the City's procedures to file a grievance/complaint of discrimination.

## **City of Flint Grievance Procedure**

A person believing that he or she has been denied a City service because of his/her race, ethnicity, color, national origin, sex, marital status, sexual orientation, age, religion, disability, veteran status, or other protected status as defined in federal or state law; or if any person feels that they have been intimidated or retaliated against because they have exercised their rights to participate in or opposed actions protected or prohibited by 40 C.F.R. Parts 5 and 7, or for the purpose of interfering with such rights, or who has been otherwise discriminated against in the provision of City programs and activities because of their protected status, should contact the City's Nondiscrimination Coordinator, Tia Lewis, 810-766-7280 Ext. 2954, 1101 South Saginaw Street, Room 9, Flint, Michigan 48502, [tmlewis@cityofflint.com](mailto:tmlewis@cityofflint.com).

Complainants must submit a complaint with the Nondiscrimination Coordinator within 180 calendar days of the occurrence of the alleged discriminatory or retaliatory conduct. The time for filing a complaint may be extended for up to 90 calendar days by the Nondiscrimination Coordinator for good cause upon written request by the complainant setting forth the reasons for the extension. A written complaint will ensure that the alleged conduct is stated in the complainant's own words. The Nondiscrimination coordinator will ask the complainant to provide specific information, including: date, time and location of incident(s); to the extent known, the names and job titles of persons involved; a concise statement of the facts constituting the alleged discriminatory conduct; names of witnesses, if any; and the complainant's full name, address, telephone number, and email address.

The complaint review shall be completed within 60 calendar days from the date of receipt of the complaint unless the complainant agrees in writing to an extension of the timeline. The Nondiscrimination Coordinator will determine whether further investigation is necessary and, if so, who will conduct the investigation. The Nondiscrimination Coordinator may consult with the City Administrator and/or City Attorney at any time during this process. The Nondiscrimination Coordinator shall apply a "preponderance of the evidence" standard in determining the veracity of the factual allegations in a complaint. This standard is met if the allegation is more likely to be true than not.

It is the intent of the City to investigate discrimination complaints promptly and efficiently. Although it is hoped that an investigation can be completed within fourteen (14) calendar days, some investigations may require more time. In such cases, the Nondiscrimination Coordinator will keep the complainant advised of the status of the investigation no less frequently than every fourteen (14) days.

At the conclusion of the investigation, the Nondiscrimination Coordinator and City Administrator will review the findings and collectively determine whether the discrimination has occurred and an appropriate remedy, if warranted. Unless extended by written agreement with the complainant, the Nondiscrimination Coordinator shall prepare and send to the complainant a written report within 60 calendar days of the City's receipt of the complaint. For all complaints, the decision shall include:



1. The findings of fact based on the evidence gathered. In reaching a factual determination, the following factors may be taken into account:
  - a. Statements made by witnesses
  - b. The relative credibility of the individuals involved
  - c. How the complaining individual reacted to the incident
  - d. Any documentary or other evidence relating to the alleged conduct
  - e. Past instances of similar conduct by any alleged offenders
  - f. Past false allegations made by the complainant
2. The conclusion(s) of law
3. Disposition of the complaint
4. Rationale for such disposition
5. Corrective action(s), including any actions that have been taken or will be taken to address the allegations in the complaint
6. Notice of the complainant's right to appeal the City's decision within fifteen (15) calendar days

As it is the City's desire to resolve complaints amicably, the City may engage the complainant in conciliation discussions at any time before, during or after the investigation.

Nothing in these procedures should be construed to limit a complainants' right to file a complaint with the appropriate state or federal agency that regulates the service in question or that adjudicates claims of discrimination.



RESOLUTION NO.: 200 327  
PRESENTED: AUG 10 2020  
ADOPTED: \_\_\_\_\_

**RESOLUTION AUTHORIZING THE MODIFICATION TO POLICE DIVISIONS  
20 AND 21 TO INCLUDE SHIFT PREMIUMS IN THEIR BASE WAGES**

**BY THE CITY ADMINISTRATOR:**

**WHEREAS**, on April 13, 2020, The City of Flint and The Flint Police Officer Association (FPOA) ratified a Collective Bargaining Agreement which included a change in retirement benefits for FPOA employees; and

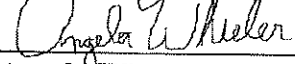
**WHEREAS**, the Municipal Employees' Retirement System (MERS) administers the retirement benefit for City employees represented by FPOA; and

**WHEREAS**, City Charter § 1-503 authorizes the City to provide by ordinance for pension benefits for City employees through MERS;

**THEREFORE, BE IT RESOLVED** that the City direct MERS to make any changes necessary to its Adoption Agreement and any related documents pertaining to 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 premium.
2. For Divisions 20 and 21, for Employees hired prior to January 1, 2014, the Employee annual contribution is 9.5% on all base wages earned, exclusive of overtime, but including shift premium.



**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

# Defined Benefit Plan Adoption Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

The Employer, a participating municipality or participating court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Benefit Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with the MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Employer Name \_\_\_\_\_ City of Flint \_\_\_\_\_ Municipality #: 2530

If new to MERS, please provide your municipality's fiscal year: \_\_\_\_\_ through \_\_\_\_\_.  
Month Month

## II. Effective Date

Check one:

A. ☐ If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of \_\_\_\_\_, 20\_\_\_\_.

☐ This municipality or division is new to MERS, so vesting credit prior to the **initial** MERS effective date by each eligible employee shall be credited as follows (choose one):

- ☐ All prior service from date of hire
- ☐ Prior service proportional to assets transferred; all service used for vesting
- ☐ Prior service and vesting service proportional to assets transferred
- ☐ No prior service but grant vesting credit
- ☐ No prior service or vesting credit

☐ Link this new division to division number \_\_\_\_\_ for purposes of determining contributions (Unless otherwise specified, the standard transfer/rehire rules apply)

B. ☐ If this is an **amendment** of an existing Adoption Agreement (Defined Benefit division number 20 & 21), the effective date shall be the first day of \_\_\_\_\_, 20\_\_\_\_. **Please note:** You only need to mark **changes** to your plan throughout the remainder of this Agreement.

C. ☐ If this is a **temporary benefit** that lasts 2-6 months, the effective dates of this temporary benefit are from \_\_\_/01/\_\_\_ through \_\_\_/\_\_\_/\_\_\_ for Defined Benefit division number \_\_\_\_\_.  
Last day of month  
**Please note:** You only need to mark **changes** to your plan throughout the remainder of this Agreement.

D. ☐ If this is to **separate employees from an existing Defined Benefit division** (existing division number(s) \_\_\_\_\_) into a new division, the effective date shall be the first day of \_\_\_\_\_, 20\_\_\_\_.

E. ☐ If this is to merge division(s) \_\_\_\_\_ into division(s) \_\_\_\_\_, the effective date shall be the first of \_\_\_\_\_, 20\_\_\_\_.

# Defined Benefit Plan Adoption Agreement

## III. Eligible Employees

Only those Employees eligible for MERS membership may participate in the MERS Defined Benefit Plan. The following groups of employees are eligible to participate:

Police Officer after 7/1/96 and Police Officer hired on/bef 7/1/96

(Name of Defined Benefit division – e.g. All Full Time Employees, or General after 7/01/13)

☐ Only retirees will be in this division.

**These employees are** (check one or both):

☐ In a collective bargaining unit (attach cover page, retirement section, signature page)

☐ Subject to the same personnel policy

**To receive one month of service credit** (check one):

☐ An employee shall work 10 \_\_\_\_\_ hour days.

☐ An employee shall work \_\_\_\_\_ hours in a month.

All employees as classified under eligible employees, whether full or part time, who meet this criteria must be reported to MERS. If you change your current day of work definition to be more restrictive, the new definition only applies to employees hired after the effective date.

To further define eligibility, check all that apply:

☐ **Probationary Periods** are allowed in one-month increments, no longer than 12 months. During this introductory period, the Employer will not report or provide service time for this period, including retroactively. Service will begin after the probationary period has been satisfied.

The probationary period will be \_\_\_\_\_ month(s).

☐ **Temporary employees** in a position normally requiring less than a total of 12 whole months of work in the position may be *excluded* from membership. These employees must be notified in writing by the participating municipality that they are excluded from membership within 10 business days of date of hire or execution of this Agreement.

The temporary exclusion period will be \_\_\_\_\_ month(s).

## IV. Provisions

Valuation Date: \_\_\_\_\_, 20\_\_\_\_

### 1. Review the valuation results

It is recommended that your MERS representative presents and explains the valuation results to your municipality before adopting. Please choose one:

☐ Our MERS representative presented and explained the valuation results to the

\_\_\_\_\_ on \_\_\_\_\_.  
(Board, Finance Cmte, etc.) (mm/dd/yyyy)

☐ As an authorized representative of this municipality, I \_\_\_\_\_  
(Name)

\_\_\_\_\_ waive the right for a presentation of the results.  
(Title)

## Defined Benefit Plan Adoption Agreement

This Adoption Agreement will be implemented in conjunction with a current actuarial valuation certified by a MERS actuary that sets contribution rates.

Annually, the MERS actuary will conduct an actuarial valuation to determine the employers' contribution rates. Employers are responsible for payment of said contributions at the rate, in the form and at the time that MERS determines.

2. Benefit Multiplier (1%-2.5%, increments of 0.05%) \_\_\_\_\_ % (max 80% for multipliers over 2.25%)

☐ Check here if multiplier will be effective for existing active members' future service only (Bridged Benefit as of effective date on page 1)

If checked, select one below:

- ☐ Termination Final Average Compensation (calculated over the members entire wage history)
- ☐ Frozen Final Average Compensation (FAC is calculated twice, once for the timeframe that matches the original multiplier, and once for the new multiplier)

3. Final Average Compensation (Min 3 yr, increments of 1 yr) \_\_\_\_\_ years
4. Vesting (5 -10 yrs, increments of 1 yr) \_\_\_\_\_ years
5. Normal Retirement Age will be the later of: \_\_\_\_\_ (any age from 60-70), or the vesting provision selected above (#4).
6. Required employee contribution (Increments of 0.01%) \_\_\_\_\_ %
7. Compensation for the Defined Benefit Plan means the salary or wages paid to an employee for personal services rendered while a member of MERS. Compensation and any applicable employee contributions must be reported to MERS on a monthly basis.

Employers shall define compensation using the following options (choose one):

- ☐ Compensation including all items as allowed in the MERS Plan Document (Section 14).

If anything varies, specify here:

Included: \_\_\_\_\_

Excluded: \_\_\_\_\_

- ☐ Base wages only.

If any items should be included, specify here:

Included: base wages plus 240 hours of pay from leave bank and shift premiums

- ☐ Medicare taxable wages as reported on W2.
- ☐ Wages plus amounts otherwise not reported as gross compensation, such as elected amounts for Section 125(a) or 457(b) deferrals.

## Defined Benefit Plan Adoption Agreement

### 8. Unreduced Early Retirement/Service Requirements:

<input type="checkbox"/> Age 50 – 54 _____ Service between 25 and 30 years _____
<input type="checkbox"/> Age 55 – 65 _____ Service between 15 and 30 years _____
<input type="checkbox"/> Service only (must be any number from 20 – 30 years accrued service): _____
<input type="checkbox"/> Age + Service Points (total must be from 70 – 90): _____ points

### 9. Other

- ☐ Surviving Spouse will receive \_\_\_\_\_% of Straight Life benefit without a reduction to the employee's benefit
- ☐ Duty death or disability enhancement (add up to additional 10 years of service credit not to exceed 30 years of service)
- ☐ Deferred Retirement Option Program (DROP)
- ☐ Annuity Withdrawal Program (AWP)
  - Calculation of the actuarial equivalent of the lump sum distribution made under AWP will be done using:
    - ☐ Interest rate for employee contributions as determined by the Retirement Board, or
    - ☐ MERS' assumed rate of return as of the date of the distribution.

### 10. Cost-of-Living Adjustment

<input type="checkbox"/> All <b>current</b> retirees as of effective date <input type="checkbox"/> Retirees who retire <b>between</b> _____/01/____ and _____/01/____	<input type="checkbox"/> <b>Future</b> retirees who retire after effective date
Increase of _____% or \$_____ per month	Increase of _____% or \$_____ per month
Select one: <input type="checkbox"/> Annual automatic increase <input type="checkbox"/> One-time increase	<input type="checkbox"/> Annual automatic increase
Select one: <input type="checkbox"/> Compounding <input type="checkbox"/> Non-compounding	Select one: <input type="checkbox"/> Compounding <input type="checkbox"/> Non-compounding
Employees must be retired _____ months (6-12 months, increments of 1 month)	Employees must be retired _____ months (6-12 months, increments of 1 month)

- ☐ Check here if the existing COLA will be bridged for active participants as of the effective date selected on this form. Benefits accrued for service after the effective date will have no COLA increase applied.

# Defined Benefit Plan Adoption Agreement

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11. Service Credit Purchase Estimates are:

- ☐ Not permitted
- ☐ Permitted

## V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Defined Benefit Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event of any conflict between the MERS Plan Document and the MERS Defined Benefit Plan Adoption Agreement, the provisions of the Plan Document control.

## VI. Modification Of The Terms Of The Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of the new Agreement is not effective until approved by MERS.

## VII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired, and prohibits the use of the Employer's required current service funding to finance unfunded accrued liabilities.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. In accordance with the Constitution and this Agreement, if at any time the balance standing to the Employer's credit in the reserve for employer contributions and benefit payments is insufficient to pay all service benefits due and payable to the entity's retirees and beneficiaries, the Employer agrees and covenants to promptly remit to MERS the amount of such deficiency as determined by the Retirement Board within thirty (30) days notice of such deficiency.
4. The Employer acknowledges that wage and service reports are due monthly, and the employee contributions (if any) and Employer contributions are due and payable monthly, and must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference.
5. Should the Employer fail to make its required contribution(s) when due, the retirement benefits due and payable by MERS on behalf of the entity to its retirees and beneficiaries may be suspended until the delinquent payment is received by MERS. MERS may implement any applicable interest charges and penalties pursuant to the MERS Enforcement Procedure for Prompt Reporting and Payment and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended.
6. The Employer acknowledges that changes to the Employer's MERS Defined Benefit Plan must be made in accordance with the MERS Plan Document and applicable law, and agrees that MERS will not administer any such changes unless the MERS Plan Document and applicable law permit same, and MERS is capable of administering same.

## Defined Benefit Plan Adoption Agreement

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### **VIII. Execution**

#### **Authorized Designee of Governing Body of Municipality or Chief Judge of Court**

The foregoing Adoption Agreement is hereby approved by \_\_\_\_\_ on  
the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. (Name of Approving Employer)

Authorized signature: \_\_\_\_\_

Title: \_\_\_\_\_

#### **Received and Approved by the Municipal Employees' Retirement System of Michigan**

Dated: \_\_\_\_\_, 20\_\_\_\_ Signature: \_\_\_\_\_  
(Authorized MERS Signatory)





PROPOSAL 20000583

RESOLUTION NO.: 200331  
PRESENTED: AUG 10 2020  
ADOPTED: \_\_\_\_\_

**RESOLUTION TO J.F. CAVANAUGH COMPANY FOR  
WPC AERATION SYSTEM IMPROVEMENTS SRF NO. 5696-01**

**BY THE CITY ADMINISTRATOR:**

The division of Purchases & Supplies solicited proposals for the construction projects for Phase I of the Clean Water State Revolving Fund Loan as requested by the Department of Public Works, Water Pollution Control. Council Resolution 190188.1, adopted on June 24, 2019, approved the Publicly Owned Treatment Works, DPW-WPC Improvements SRF Project Plan.

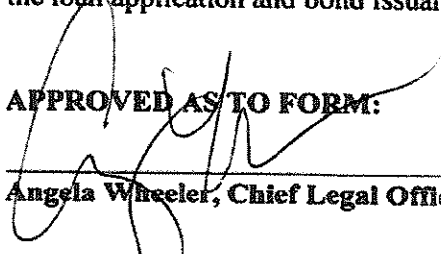
Two (2) proposals for the WPC Aeration System Improvements were submitted, received, and reviewed. Proposals were reviewed by both the City of Flint and the Project Engineer. J.F. Cavanaugh Company, 20750 Sunnydale, Farmington Hills, Michigan 48336 was the lowest, responsive, qualified bidder. The bid amount is \$17,197,086.00 plus 6% contingency (State program requirement), for a total not to exceed amount of \$18,209,831.00.

Account Number	Account Name	Amount
TBD Upon loan Acceptance		\$18,209,831.00

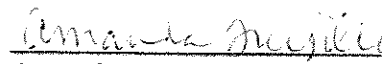
**IT IS RESOLVED**, that the Proper City Officials, are authorized to approve the issuance of a contract to J.F. Cavanaugh Company, 20750 Sunnydale, Farmington Hills, Michigan 48336 for the WPC Aeration System Improvements in the not to exceed amount of \$18,209,831.00.

**BE IT FURTHER RESOLVED**, 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.

**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:** 07/20/2020

**BID/PROPOSAL#** P20-583

**AGENDA ITEM TITLE:** WPC Aeration System Improvements

**PREPARED BY** John Florshinger  
Utilities Maintenance & SCADA Supervisor

**VENDOR NAME:** J.F. Cavanaugh

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

The Flint Water Pollution Control Facility now only receives a fraction of its original designed organic capacity. This results in an oversizing of the aeration system such that it cannot be operated at a low enough point to efficiently treat the actual demands. In addition, many of the components of the aeration system (valves, gates, blowers) are inoperable which further restricts the plant from operating the system at the recommended capacity. Ultimately without this critical project WPC will no longer be able to effectively treat the sewage leading to permit violations, overflows, and increased costs.

Significant cost savings will result from right sizing the aeration blowers which is a significant part of this project.

I recommend that the lowest qualified bidder, J.F. Cavanaugh, be awarded the bid in the amount of \$17,179,086.00 for WPC Aeration System Improvements.

Please issue a contract for the FY2021 budgeted amount of \$17,179,086.00 + 6% contingency (program requirement) = \$18,209,831.00.

**FINANCIAL IMPLICATIONS:** None

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

Dept.	Name of Account	Account Number	Grant Code	Amount
		TBD - upon loan acceptance		
		<b>FY2021 GRAND TOTAL</b>		<b>\$18,209,831.00</b>



## CITY OF FLINT

PRE-ENCUMBERED? YES ☐ NO ☒ REQUISITION NO: 200003199

The project will be paid through the Michigan Clean Water Revolving Loan Fund Act which is pending approval and acceptance of the loan application and bond issuance.

ACCOUNTING APPROVAL: \_\_\_\_\_ Date: \_\_\_\_\_

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐

(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

BUDGET YEAR 2

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

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

DEPARTMENT HEAD SIGNATURE: \_\_\_\_\_  
(Jeanette Best, WPC Manager)



July 2, 2020

Ms. Jeanette Best  
City of Flint Water Pollution Control Facility  
4652 Beecher Rd  
Flint, MI 48532

**Re: Construction Contract Award Recommendation  
Aeration System Improvements  
SRF No. 5696-01**

Dear Ms. Best:

The City of Flint received two (2) bids on June 29, 2020, for construction of the referenced project. The base bid included four (4) deductible alternates that could be removed from the project to reduce total contract price. A copy of the bid tabulation is attached. Tetra Tech has reviewed the submitted bid information and we have discussed the project with the prospective bidders for the project.

The low bidder for the project was J F Cavanaugh Company (JFC), with a bid of \$17,179,086. We have reviewed the project requirements with JFC, along with their company experience, staff experience, and proposed approach to the project. The subcontractors identified in their bid are experienced and acceptable as proposed. The major process equipment vendors proposed for the project have been confirmed with the bid. The company has experience with this type of work and has exhibited an understanding of the project requirements. In addition, Tetra Tech has worked with JFC on several successful projects in the past.

The second bidder for the project was Commercial Contracting Corporation (CCC), with a bid of \$17,394,000. We have reviewed the project requirements with CCC, along with their company experience, staff experience, and proposed approach to the project. CCC has not identified their selected subcontractors for the project. The major process equipment vendors proposed for the project have been confirmed with the bid. The company has experience with this type of work and has exhibited an understanding of the project requirements. CCC has recently performed a number of large wastewater projects for DWSD and GLWA. Tetra Tech has not worked with CCC in the past.

After review, both bidders have the experience and understanding to perform the work of the proposed project.

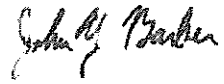
Based on our review of the bids we recommend award to JF Cavanaugh Company for the base bid amount of \$17,197,086.

We appreciate this opportunity to be of service to the City of Flint and look forward to a successful project. Please feel free to call if you have any questions or concerns regarding this recommendation.

**Tetra Tech**

401 South Washington Square, Suite 100, Lansing, MI 48933  
Tel 517.336.3930 Fax 517.489.6146 [www.tetrattech.com](http://www.tetrattech.com)

Sincerely,

A handwritten signature in black ink, appearing to read "John Y. Barber".

John Y. Barber, P.E.

Client Representative

A handwritten signature in black ink, appearing to read "Peter Daukss".

Peter Daukss, P.E.

Senior Project Manager

Attachment: Bid Tabulation

Tetra Tech

**FLINT, MICHIGAN  
WATER POLLUTION CONTROL FACILITY**

Aeration System Improvements  
BRF NO. 5598-01

BID DATE: 6/29/20  
200.156238-10001

JF Cavanaugh  
28736 Sarnydale Ave  
Farmington Hills, MI 48334

Commercial Contracting Corporation  
4280 N Adriatic Blvd  
Auburn Hills, MI 48326

ITEM NO	ITEM DESCRIPTION	BIDDER'S AMOUNT	BIDDER'S AMOUNT	BIDDER'S AMOUNT
1	BASE NO	\$17,179,096	\$17,394,000	
2	DEDUCTIBLE ALTERNATE NO. 1 - Delete Battery B Tank No.	\$805,316	\$423,300	
3	DEDUCTIBLE ALTERNATE NO. 2 - Delete Heavy Systems in B	\$623,000	\$627,000	
4	DEDUCTIBLE ALTERNATE NO. 3 - Delete RG.100.1	\$180,000	\$169,200	
5	DEDUCTIBLE ALTERNATE NO. 4 - Furnish 18 Battery in New	\$422,700	\$420,000	
BID SECURITY (5% MINIMUM) ADDENDA ACKNOWLEDGED UNIT PRICE TABLES DBE FORMS Debarment Form		X X X X X	X X X X X	

Demoition	JF Cavanaugh, Ram, Newark	Blue Star or IDS	
Concrete	RAM	Commercial Contracting Corp	
Concrete Repair	RAM	Ram, DC Byer, or Smiths	
Painting	Signature	Niles, Mid-Michigan, or Murray	
Process Pipe and Equipment	JF Cavanaugh	FM Syvan, Platinum, or JF Cavanaugh	
HVAC	DaeCrater	FM Syvan, Platinum, or JF Cavanaugh	
Electrical	Newark	Doublejack or Aces	
Instrumentation	Commerce Controls	Commerce or West Michigan	
Brokers			
Compressed Air Mixing			
	\$2,300,000	\$2,300,000	
	\$2,019,000	\$2,019,000	



Joyce McClane

**⚠** ALERT: SAM.gov will be down for scheduled maintenance Saturday, 08/15/2020 from 8:00 AM to 10:00 PM

## Search Results

Current Search Terms: J. F. CAVANAUGH COMPANY\*

Save PDF Export Results Print  
Relevance ▼ Descending ▼

Your search for J. F. CAVANAUGH COMPANY\* returned the following results...

No records found.

Save PDF Export Results Print





PROPOSAL 20000581

RESOLUTION NO.: 200332  
PRESENTED: AUG 10 2020  
ADOPTED: \_\_\_\_\_

**RESOLUTION TO J.R. HEINEMAN & SONS, INC. FOR**  
**WPC ULTRAVIOLET DISINFECTION PROJECT - SRF NO. 5696-01**

**BY THE CITY ADMINISTRATOR:**

The division of Purchases & Supplies solicited proposals for the construction projects for Phase I of the Clean Water State Revolving Fund Loan as requested by the Department of Public Works, Water Pollution Control. Council Resolution 190188.1, adopted on June 24, 2019, approved the Publicly Owned Treatment Works, DPW-WPC Improvements SRF Project Plan.

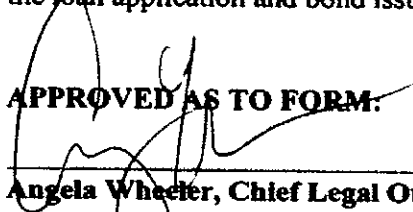
Five (5) proposals for the WPC Ultraviolet Disinfection Project were submitted, received, and reviewed. Proposals were reviewed by both the City of Flint and the Project Engineer. J.R. Heineman & Sons, Inc. 1224 N. Niagara Street, Saginaw, Michigan 48602 was the lowest, responsive, qualified bidder. The bid amount is \$4,316,000.00, and includes the 6% contingency (State program requirement), for a total not to exceed amount of \$4,316,000.00.

Account Number	Account Name	Amount
TBD Upon loan Acceptance		\$4,316,000.00

**IT IS RESOLVED**, that the Proper City Officials, are authorized to approve the issuance of a contract to J.R. Heineman & Sons, Inc. 1224 N. Niagara Street, Saginaw, Michigan 48602 for the WPC Ultraviolet Disinfection Project in the not to exceed amount of \$4,316,000.00.

**BE IT FURTHER RESOLVED**, 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.

**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:** 07/20/2020

**BID/PROPOSAL#** P20-581

**AGENDA ITEM TITLE:** WPC Ultraviolet Disinfection Project

**PREPARED BY** John Florshinger  
Utilities Maintenance & SCADA Supervisor

**VENDOR NAME:** J.R. Heineman & Sons, Inc.

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

WPC currently utilizes chlorine and sulfur dioxide gases to provide disinfection and dechlorination for the plant's flow prior to discharge to the Flint River. This process requires significant staff time due to the hazards associated with operation of these gas systems. These hazards are regulated by Process Safety Management which requires additional safety procedures and protocols not required by other disinfection processes such as ultraviolet disinfection (UV). This new project will result in increased reliability, public safety, and cost savings.

The WPC Ultraviolet Disinfection Project is part of the State Revolving Fund Loan.

I recommend that the lowest qualified bidder, J.R. Heineman & Sons, Inc., be awarded the bid in the amount of \$4,316,000.00 for WPC Ultraviolet Disinfection Project.

Please issue a contract for the FY2021 budgeted amount of \$4,316,000.00 (includes the 6% contingency program requirement).

**FINANCIAL IMPLICATIONS:** None

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

Dept.	Name of Account	Account Number	Grant Code	Amount
		TBD - Upon Loan Acceptance		
		<b>FY2021 GRAND TOTAL</b>		<b>\$4,316,000.00</b>

**PRE-ENCUMBERED?** YES ☐ NO ☒ **REQUISITION NO:** 200003201



## CITY OF FLINT

The project will be paid through the Michigan Clean Water Revolving Loan Fund Act which is pending approval and acceptance of the loan application and bond issuance.

ACCOUNTING APPROVAL: \_\_\_\_\_ Date: \_\_\_\_\_

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐  
(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

BUDGET YEAR 2

BUDGET YEAR 3

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

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



MAILING: PO Box 824  
Bloomfield Hills, MI 48303-0824  
SHIPPING: 315 Motor Drive  
Bloomfield Hills, MI 48303-0367  
PHONE: 248-454-6300  
WEBSITE: hrcengr.com

July 9, 2020

Mr. Robert Bincsik, DPW Director  
City of Flint  
Department of Public Works  
1101 South Saginaw Street Flint, MI 48502

RE: Bids for WPC Ultraviolet Disinfection Project – SRF #5696-01  
Recommendation of Award

HRC Job No. 20190265

Dear Mr. Bincsik:

Sealed bids were received by the City Purchasing Department on June 23, 2020 for the referenced project. A total of five (5) bids were received (see enclosed bid tabulation).

The lowest responsive bidder was J R Heineman & Sons of Saginaw, Michigan, with a base bid proposal total of \$4,316,000.00.

During our review of the bid documents, the following items were obtained and reviewed from J R Heineman & Sons:

1. Acknowledgement of Addendums 1 and 2
2. Legal Status of Bidder
3. Certification Regarding Debarment, Suspension, and Other Responsibility Matters
4. Bid Bond
5. Disadvantaged Business Enterprise (DBE) Worksheets and supporting documentation
6. Identification of Subcontractors

We have reviewed their qualifications and believe that they are capable of performing the work of this contract.

Thus, we recommend that the City award the WPC Ultraviolet Disinfection Project, SRF 5696-01, to J R Heineman & Sons for a total price of \$4,316,000.00. The award of this contract should be made contingent on the successful bond sale by the State of Michigan for this project.

If you have any questions in your review, please contact us.

Sincerely,

Trevor Wagenmaker, P.E.  
Senior Associate

ENCLOSURE

Cc: Ms. Jeanette Best, City of Flint WPC Manager  
Mr. Eric Pocan, EGLE

BID TABULATION  
ULTRAVIOLET DISINFECTION PROJECT  
FLINT WPCF

Bids Due: Tuesday, June 23, 2020 at 1:00 p.m.  
HRC Job # 20190265

Spence Brothers  
4130 Varsity Drive Ste. A  
Ann Arbor, MI (734) 887-8785

Sorensen Gross Construction Services  
3407 Torrey Rd. Flint, MI 48507  
Flint, MI (810) 767-4821

J.R. Helmsman & Sons, Inc.  
1224 N. Niagara Street  
Saginaw, MI (989) 598-4402


Item	Quantity	Unit	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1 UV Disinfection Project - Base Price	1	LS	\$4,036,000.00	\$4,036,000.00	\$4,210,000.00	\$4,210,000.00	\$4,878,000.00	\$4,878,000.00
2 SCADA Allowance	1	LS	\$17,000.00	\$17,000.00	\$17,000.00	\$17,000.00	\$17,000.00	\$17,000.00
3 Security Camera Allowance	1	LS	\$13,000.00	\$13,000.00	\$13,000.00	\$13,000.00	\$13,000.00	\$13,000.00
4 Owner Controlled Contingency Allowance	1	LS	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00
<b>TOTAL BID AMOUNT</b>				<b>\$4,316,000.00</b>		<b>\$4,690,000.00</b>		<b>\$5,198,000.00</b>

ENGINEER: Trevor Wagenmaker, P.E.  
Hubbard, Roth & Clark, Inc.  
555 Helen Drive  
Bloomfield Hills, MI 48303

Patriot Group (4th bidder) - \$5,292,560.00  
Commercial Construction Corp. (5th bidder) - \$5,352,000.00



Joyce McClane

 ALERT: SAM.gov will be down for scheduled maintenance Saturday, 08/15/2020 from 8:00 AM to 10:00 PM

Search Results

Current Search Terms: J. R. HEINEMAN & SONS, INC\*

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Relevance ▾    Descending ▾

Your search for J. R. HEINEMAN & SONS, INC\* returned the following results...

No records found.

Save PDF    Export Results    Print





PROPOSAL 20000582

RESOLUTION NO.: **200333**

PRESENTED: **AUG 10 2020**

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

**RESOLUTION TO SORENSON GROSS COMPANY FOR  
WPC SLUDGE DEWATERING IMPROVEMENTS – SRF NO. 5696-01**

**BY THE CITY ADMINISTRATOR:**

The division of Purchases & Supplies solicited proposals for the construction projects for Phase I of the Clean Water State Revolving Fund Loan as requested by the Department of Public Works, Water Pollution Control. Council Resolution 190188.1, adopted on June 24, 2019, approved the Publicly Owned Treatment Works, DPW-WPC Improvements SRF Project Plan.

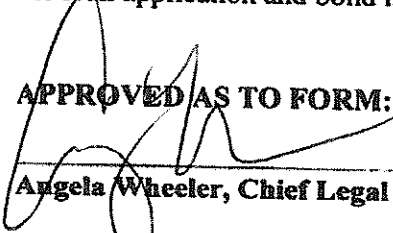
Four (4) proposals for the WPC Sludge Dewatering Improvements were submitted, received, and reviewed. Proposals were reviewed by both the City of Flint and the Project Engineer. Sorensen Gross Company, 3407 Torrey Road, Flint, Michigan, 48507 was the lowest, responsive, qualified bidder. The bid amount is \$4,251,000.00, and includes the 6% contingency (State program requirement), for a total not to exceed amount of \$4,251,000.00.

Account Number	Account Name	Amount
TBD Upon Loan Acceptance		\$4,251,000.00

**IT IS RESOLVED**, that the Proper City Officials, are authorized to approve the issuance of a contract to Sorensen Gross Company, 3407 Torrey Road, Flint, Michigan, 48507 for the WPC Sludge Dewatering Improvements in the not to exceed amount of \$4,251,000.00.

**BE IT FURTHER RESOLVED**, 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.

**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:** 07/20/2020

**BID/PROPOSAL#** P20-582

**AGENDA ITEM TITLE:** WPC Sludge Dewatering Improvements

**PREPARED BY** John Florshinger  
Utilities Maintenance & SCADA Supervisor

**VENDOR NAME:** Sorensen Gross Company

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

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

This project is critical to address several current deficiencies, which include lack of redundancy, existing centrifuges are undersized, and belt presses are not efficient as current dewatering equipment. Significant cost savings will result from new dewatering equipment that can produce a drier cake, and a reduced quantity going to the landfill.

The WPC Sludge Dewatering Improvements is part of the State Revolving Fund Loan. Ultimately without these critical projects WPC will no longer be able to effectively treat the sewage leading to permit violations, overflows and increased costs.

I recommend that the lowest qualified bidder, Sorenson Gross Company, be awarded the bid in the amount of \$4,251,000.00 for WPC Sludge Dewatering Improvements.

Please issue a contract for the FY2021 budgeted amount of \$4,251,000.00 (includes the 6% contingency program requirement).

**FINANCIAL IMPLICATIONS:** None

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



# CITY OF FLINT

Dept.	Name of Account	Account Number	Grant Code	Amount
		TBD – Upon Loan Acceptance		
		FY2021 GRAND TOTAL		\$4,251,000.00

PRE-ENCUMBERED? YES ☐ NO ☒ REQUISITION NO: 200003200

The project will be paid through the Michigan Clean Water Revolving Loan Fund Act which is pending approval and acceptance of the loan application and bond issuance.

ACCOUNTING APPROVAL: \_\_\_\_\_ Date: \_\_\_\_\_

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐

(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

BUDGET YEAR 2

BUDGET YEAR 3

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

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

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





Wade Trim, Inc.  
555 S. Saginaw Street, Suite 201 • Flint, MI 48502  
810 235 2555 • www.wadetrim.com

July 8, 2020

City of Flint  
Department of Public Works  
1101 South Saginaw Street  
Flint, MI 48502

Attention: Mr. Robert Bincsik  
DPW Director

Re: WPC Sludge Dewatering Improvements

On Wednesday, July 1, 2020, four bids were received by the City Purchasing Department and opened for the above-referenced project. The bids are summarized as follows:

1. Sorensen Gross Company	\$4,251,000.00
2. The LaSalle Group, Inc.	\$4,349,000.00
3. Commercial Contracting Corporation	\$4,393,000.00
4. Reliance Building Company	\$4,386,000.00

During our review of the bid documents the following items were obtained and reviewed from the apparent low bidder, Sorensen Gross Company:

1. Acknowledgement of Addendums 1 through 3
2. Legal Status of Bidder
3. Certification Regarding Debarment, Suspension, and Other Responsibility Matters
4. Bid Bond
5. Disadvantaged Business Enterprise (DBE) Worksheets and supporting documentation

The Sorensen Gross Company has past work experience with the City of Flint, including at the Water Pollution Control Facility, and is capable of performing the work associated with this project. Given this, we see no reason for the City not to award the contract for the WPC Sludge Dewatering Improvements project to the Sorensen Gross Company in the amount of \$4,251,000. They have indicated confidence with their ability to perform the work, the bid amount submitted, and the team of subcontractors and suppliers they have assembled. In addition, Sorensen Gross has confirmed their understanding that time is off the essence with this project and are ready to begin ordering materials as soon as the contract has been awarded.

**Please feel free to contact me or Tiffany Harrison if you have any questions or comments regarding this recommendation.**

**Very truly yours,**

**Wade Trim, Inc.**

  
**John J. Arvai, PE**  
**Project Manager**

  
**Tiffany L. Harrison, PE**  
**Project Engineer**

**JJA:TLH:jlb**  
**COF 1072.01F**  
**PWC\COF107201F\DOCS\CORRES\20200708\_BINCSIK-LTR.DOCX**

**cc: Ms. Jeanette Best, WPC Manager**  
**Mr. Eric Pocar, Michigan Department of Environment, Great Lakes and Energy**



Joyce McClane

**ALERT:** SAM gov will be down for scheduled maintenance Saturday, 08-15-2020 from 8:00 AM to 10:00 PM

## Search Results

Current Search Terms: **sorensen gross\***

[Save PDF](#) [Export Results](#) [Print](#)  
[Relevance](#) [Descending](#)

Your search for **sorensen gross\*** returned the following results...

<b>Entity</b>	<b>Sorensen Gross Company</b>	<b>Status:</b> Active
DUNS	080156488	CAGE Code 7PJC1
Has Active Exclusion?:	No	DoDAAC:
Expiration Date:	06/17/2021	Debt Subject to Offset?: No
Purpose of Registration:	All Awards	
		<a href="#">View Details</a>

<b>Entity</b>	<b>SG CONSTRUCTION SERVICES, L.L.C.</b>	<b>Status:</b> Active
DUNS	969739549	CAGE Code 1W6K8
Has Active Exclusion?:	No	DoDAAC:
Expiration Date:	03/02/2021	Debt Subject to Offset?: No
Purpose of Registration:	All Awards	
		<a href="#">View Details</a>

[Save PDF](#) [Export Results](#) [Print](#)





PROPOSAL 20000578

RESOLUTION NO.: **200334**

PRESENTED: **AUG 10 2020**

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

**RESOLUTION TO COMMERCIAL CONTRACTING CORPORATION FOR  
WPC INFLUENT STRUCTURE & BATTERY A GRIT REHABILITATION -  
SRF NO. 5696-01**

**BY THE CITY ADMINISTRATOR:**

The division of Purchases & Supplies solicited proposals for the construction projects for Phase I of the Clean Water State Revolving Fund Loan as requested by the Department of Public Works, Water Pollution Control. Council Resolution 190188.1, adopted on June 24, 2019, approved the Publicly Owned Treatment Works, DPW-WPC Improvements SRF Project Plan.

Three (3) proposals for the WPC Influent Structure & Battery A Grit Rehabilitation were submitted, received, and reviewed. Proposals were reviewed by both the City of Flint and the Project Engineer. Commercial Contracting Corporation, 4260 N. Atlantic Boulevard, Auburn Hills, Michigan, 48326 was the lowest, responsive, qualified bidder. The bid amount is \$3,490,001.80, and includes the 6% contingency (State program requirement), for a total not to exceed amount of \$3,490,001.80.

Account Number	Account Name	Amount
TBD Upon Loan Acceptance		\$3,490,001.80

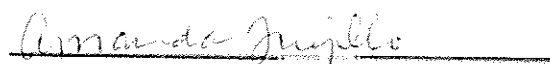
**IT IS RESOLVED**, that the Proper City Officials, are authorized to approve the issuance of a contract Commercial Contracting Corporation, 4260 N. Atlantic Boulevard, Auburn Hills, Michigan, 48326 for the WPC Influent Structure & Battery A Grit Rehabilitation in the not to exceed amount of \$3,490,001.80.

**BE IT FURTHER RESOLVED**, 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.

**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:** 07/20/2020

**BID/PROPOSAL#** P20-578

**AGENDA ITEM TITLE:** WPC Influent Structure and Battery A Grit Rehabilitation

**PREPARED BY** John Florshinger  
Utilities Maintenance & SCADA Supervisor

**VENDOR NAME:** Commercial Contracting Corporation

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

The WPC influent structure is located at the head of the plant and receives all of the sewage from three major pumping stations. This structure was built in the 1950s, and has exceeded its normal life span. During the WPC SAW Grant Asset Management program, this structure was evaluated as part of WPC's assets. It assessed that the condition of the influent structure was extremely deteriorated due to the severe hydrogen sulfide-rich environment. The structure has been exposed to the corrosive environment since it was constructed.

WPC is in urgent need to modify its Battery "A" grit removal system. The current system was installed in 1963 and is no longer functioning properly, allowing grit to spill over into the primary tanks/sludge storage tanks, which require costly periodic cleaning and repairs.

Both projects were combined due to their close proximity and are part of the State Revolving Fund Loan. Ultimately without these critical projects WPC will no longer be able to effectually treat the sewage leading to permit violations, overflows and increased costs.

I recommend that the lowest qualified bidder, Commercial Contracting Corporation, be awarded the bid in the amount of \$3,490,001.80 for WPC Influent Structure and Battery "A" Grit Rehab.

Please issue a contract for the FY2021 budgeted amount of \$3,490,001.80 (includes the 6% contingency program requirement).

**FINANCIAL IMPLICATIONS:** None

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



Dept.	Name of Account	Account Number	Grant Code	Amount
		TBD – Upon Loan Approval		
		<b>FY2021 GRAND TOTAL</b>		<b>\$3,490,001.80</b>

PRE-ENCUMBERED? YES ☐ NO ☒ REQUISITION NO: 200003202

The project will be paid through the Michigan Clean Water Revolving Loan Fund Act which is pending approval and acceptance of the loan application and bond issuance.

ACCOUNTING APPROVAL: \_\_\_\_\_ Date: \_\_\_\_\_

**WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐**  
(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

## BUDGET YEAR 2

### BUDGET YEAR 3

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

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

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



Wade Trim, Inc.  
555 S. Saginaw Street, Suite 201 • Flint, MI 48502  
810.235.2555 • [www.wadetrim.com](http://www.wadetrim.com)

July 2, 2020

City of Flint  
Department of Public Works  
1101 South Saginaw Street  
Flint, MI 48502

Attention: Mr. Robert Bincsik, DPW Director

Re: WPC Influent Structure & Battery A Grit Rehab  
SRF #5696-01

Dear Mr. Bincsik:

On Thursday, June 18, 2020, three bids were received by the City Purchasing Department and opened for the above-referenced project. The bids are summarized as follows:

1. Commercial Contracting Corporation	\$3,490,001.80
2. Sorensen Gross Company	\$3,687,610.00
3. The LaSalle Group, Inc.	\$5,331,000.00

During our review of the bid documents, the following items were obtained and reviewed from the apparent low bidder, Commercial Contracting Corporation:

1. Acknowledgement of Addendums 1 through 5
2. Legal Status of Bidder
3. Certification Regarding Debarment, Suspension, and Other Responsibility Matters
4. Bid Bond
5. Disadvantaged Business Enterprise (DBE) Worksheets and supporting documentation
6. Identification of Subcontractors

Wade Trim has also requested and received a Qualifications package from Commercial Contracting Corporation, allowing us to review their past working history, financial data, present commitments, and bonding capacity. Based on our review, Commercial Contracting Corporation is capable of performing the work associated with this project and we see no reason for the City not to award the contract for the WPC Influent Structure & Battery A Grit Rehab project to Commercial Contracting Corporation in the amount of \$3,490,001.80. They have indicated confidence with their ability to perform the work, the bid amount submitted, and the team of subcontractors and suppliers they have assembled. In addition, Commercial Contracting Corporation has confirmed their understanding that time is off the essence with this project and are ready to begin ordering materials as soon as the contract has been awarded.

Please feel free to contact me or Tiffany Harrison if you have any questions or comments regarding this recommendation.

Very truly yours,

Wade Trim, Inc.



John J. Arvai, PE  
Project Manager



Tiffany L. Harrison, PE  
Project Engineer

JJA:TLH:efa  
COF106401F/COF107001F  
20200702\_BINCS&K-LTR.DOCX

cc: Ms. Jeanette Best, WPC Manager  
Mr. Eric Pocan, EGLE





PROPOSAL 20000572

RESOLUTION NO.: **200335**

PRESENTED: **AUG 10 2020**

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

**RESOLUTION TO Z CONTRACTORS, INC. FOR  
WPC NORTHWEST PUMP STATION DIVERSION - SRF NO. 5696-01**

**BY THE CITY ADMINISTRATOR:**

The division of Purchases & Supplies solicited proposals for the construction projects for Phase I of the Clean Water State Revolving Fund Loan as requested by the Department of Public Works, Water Pollution Control. Council Resolution 190188.1, adopted on June 24, 2019, approved the Publicly Owned Treatment Works, DPW-WPC Improvements SRF Project Plan.

Two (2) proposals for the WPC Northwest Pump Station Diversion were submitted, received, and reviewed. Proposals were reviewed by both the City of Flint and the Project Engineer Z Contractors, Inc., 50500 Design Lane, Shelby Township, Michigan, 48315 was the lowest, responsive, qualified bidder. The bid amount is \$2,848,291.00 plus the 6% contingency (State program requirement), for a total not to exceed amount of \$3,019,189.00.

Account Number	Account Name	Amount
TBD Upon loan Acceptance		\$3,019,189.00

**IT IS RESOLVED**, that the Proper City Officials, are authorized to approve the issuance of a contract to Z Contractors, Inc. 50500 Design Lane, Shelby Township, Michigan, 48315 for the WPC Northwest Pump Station Diversion in the not to exceed amount of \$3,019,189.00.

**BE IT FURTHER RESOLVED**, 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.

**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:** 07/20/2020

**BID/PROPOSAL#** P20-572

**AGENDA ITEM TITLE:** WPC North West Pump Station Diversion

**PREPARED BY** John Florshinger  
Utilities Maintenance & SCADA Supervisor

**VENDOR NAME:** Z Contractors

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

The WPC plant receives its sewage from three major pumping stations, two of which are located on the main plant site. Northwest Pump Station is one of those two it has three shaft driven pumps, each 150 hp. This facility was built in the 1950s, and has exceeded its normal life span. The 9.5 MGD pumps are in need of replacement to maintain reliability and achieve better efficiency. They are greatly oversized for the flows currently received over 90% of the time, which are under 1 MGD. In addition, the pump configuration must also continue to accommodate large wet weather flows. There is no storage capability to store high flows.

In order to perform the pump station rehabilitation, the flow must be diverted from the station to facilitate the repairs. The new flow diversion structure, sewer, and connection to the existing storage tunnel, which discharges to the East Pumping Station at the Water Pollution Control Facility, will provide a second discharge point for all or part of the flows coming to Northwest Pump Station. This modification to the system will allow for a total diversion of flows to the tunnel allowing a complete rehabilitation of the Northwest Pump Station.

The diversion will result in increased reliability.

The WPC North West Pump Station Diversion Project is part of the State Revolving Fund Loan.

I recommend that the lowest qualified bidder, Z Contractors, be awarded the bid in the amount of \$2,990,881.00 for WPC North West Pump Station Diversion.

Please issue a contract for the FY2021 budgeted amount of \$2,848,291.00 + 6% contingency (State program requirement), for a total not to exceed amount of \$3,019,189.00.

**FINANCIAL IMPLICATIONS:** None

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



# CITY OF FLINT

Dept.	Name of Account	Account Number	Grant Code	Amount
		TBD – Upon Loan Acceptance		
		FY2021 GRAND TOTAL		\$3,019,189.00

PRE-ENCUMBERED? YES ☐ NO ☒ REQUISITION NO: 200003204

The project will be paid through the Michigan Clean Water Revolving Loan Fund Act which is pending approval and acceptance of the loan application and bond issuance.

ACCOUNTING APPROVAL: \_\_\_\_\_ Date: \_\_\_\_\_

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐  
(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

BUDGET YEAR 2

BUDGET YEAR 3

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

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

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



INNOVATIVE IDEAS  
EXCEPTIONAL DESIGN  
UNMATCHED CLIENT SERVICE

**July 6, 2020**

**Rob Bincsik  
Public Works Director  
City of Flint  
1101 Saginaw St  
City of Flint, MI, 48502**

**RE: Northwest Pump Station Flow Diversion (City of Flint Project # P20-S72) (DLZ Project # 1949-6935-00)  
Recommendation of Award**

**Dear Mr. Bincsik,**

The City of Flint received bids for the Northwest Pump Station Flow Diversion on June 18, 2020 at 3:00 p.m. Two (2) contractors submitted bids: Z-Contractors, 50500 Design Lane, Shelby Township, MI 48315 and LaSalle Construction, 30375 Northwestern Highway, Farmington Hills, MI 48334. A copy of the bid tabulation is attached for reference.

The low bidder was Z-Contractors' with a bid total of \$2,848,291. Lasalle Construction's Bid total was \$3,391,000.

A review of the bids identified that Z-Contractors was consistently lower than LaSalle Construction for majority of the items. Lasalle offered a much lower mobilization, but Z-Contractors offered lower for their Soil Support and Building construction.

An alternative bid item was also received for fusible PVC as an alternative to HDPE pipe . However, both contractors bid this item at a higher amount than the proposed HDPE.

Z-Contractor's provided the necessary DBE Documentation.

After reviewing the bids, DLZ recommendation award of the contract to Z-Contractors as the lowest qualified bidder for a total lump sum of \$2,848,291. DLZ has worked successfully with Z-Contractors on similar projects in the past.

If you have any questions, or require additional information, please feel free to contact me.



INNOVATIVE IDEAS  
EXCEPTIONAL DESIGN  
UNMATCHED CLIENT SERVICE

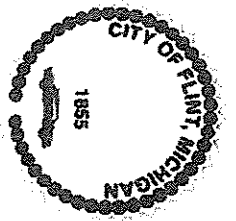
Sincerely,  
DLZ Inc.

Gregory Gucwa, PE  
Division Manager

CC: Jeanette Best, City of Flint  
John Florshinger, City of Flint

Attachments: Bid Tabulation Form  
Z-Contractor's Bid Submittal

x:\projects\grfl\2019\1949\693500 flint nwps flow d\05 bidding\bid tab\nwps diversion\recommendation of award 7 1 20.docx



SEALED PROPOSALS RECEIVED IN THE DIVISION OF PURCHASES & SUPPLIES  
For Northwest Pump Station - Diversion  
PROPOSAL #20000572

Z Contractors, Inc. 50500 Design Lane Shelby Twp, MI 48315	LASALLE Construction Services 30375 Northwestern Hwy Farmington Hills, MI 48334
\$ 2,848,291.00	\$ 3,391,000.00

Alternate bid item 19 for Fusible 24" DR11 PVC. Delete item 3.

Z Contractors, Inc. 50500 Design Lane Shelby Twp, MI 48315	LASALLE Construction Services 30375 Northwestern Hwy Farmington Hills, MI 48334
\$ 1,428,840.00	\$ 1,697,850.00

Please note that all proposal submittals are currently being reviewed.



SEALED PROPOSALS RECEIVED IN THE DIVISION OF PURCHASES & SUPPLIES  
For Northwest Pump Station - Diversion  
PROPOSAL #20000572

<b>Z Contractors, Inc.</b> 50500 Design Lane Shelby Twp, MI 48315	<b>LASALLE Construction Services</b> 30375 Northwestern Hwy Farmington Hills, MI 48334
<b>\$ 2,848,291.00</b>	<b>\$ 3,391,000.00</b>


Alternate bid Item 19 for Fusible 24" DR11 PVC. Delete Item 3.

<b>Z Contractors, Inc.</b> 50500 Design Lane Shelby Twp, MI 48315	<b>LASALLE Construction Services</b> 30375 Northwestern Hwy Farmington Hills, MI 48334
<b>\$ 1,428,840.00</b>	<b>\$ 1,697,850.00</b>

Please note that all proposal submittals are currently being reviewed.



Joyce McClane

 ALERT: SAM.gov will be down for scheduled maintenance Saturday, 08/15/2020 from 8:00 AM to 10:00 PM

## Search Results

Current Search Terms: Z CONTRACTORS, INC\*

Save PDF   Export Results   Print  
Relevance ▼   Descending ▼

Your search for Z CONTRACTORS, INC\* returned the following results...

No records found.

Save PDF   Export Results   Print







PROPOSAL 20000571

RESOLUTION NO.: **200336**

PRESENTED: **AUG 10 2020**

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

**RESOLUTION TO J.R. HEINEMAN & SONS, INC. FOR  
WPC NORTHWEST PUMP STATION REHABILITATION - SRF NO. 5696-01**

**BY THE CITY ADMINISTRATOR:**

The division of Purchases & Supplies solicited proposals for the construction projects for Phase I of the Clean Water State Revolving Fund Loan as requested by the Department of Public Works, Water Pollution Control. Council Resolution 190188.1, adopted on June 24, 2019, approved the Publicly Owned Treatment Works, DPW-WPC Improvements SRF Project Plan.

Three (3) proposals for the WPC Northwest Pump Station Rehabilitation were submitted, received, and reviewed. Proposals were reviewed by both the City of Flint and the Project Engineer. J.R. Heineman & Sons, Inc. 1224 N. Niagara Street, Saginaw, Michigan 48602 was the lowest, responsive, qualified bidder. The bid amount is \$1,771,000.00 plus the 6% contingency (State program requirement), for a total not to exceed amount of \$1,877,260.00.

Account Number	Account Name	Amount
TBD Upon loan Acceptance		\$1,877,260.00

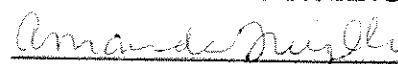
**IT IS RESOLVED**, that the Proper City Officials, are authorized to approve the issuance of a contract to J.R. Heineman & Sons, Inc. 1224 N. Niagara Street, Saginaw, Michigan 48602 for the WPC Northwest Pump Station Rehabilitation in the not to exceed amount of \$1,877,260.00.

**BE IT FURTHER RESOLVED**, 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.

**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

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PRE-ENCUMBERED? YES ☐ NO ☒ REQUISITION NO: 200003203

The project will be paid through the Michigan Clean Water Revolving Loan Fund Act which is pending approval and acceptance of the loan application and bond issuance.

ACCOUNTING APPROVAL: \_\_\_\_\_ Date: \_\_\_\_\_

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐  
(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

BUDGET YEAR 2

BUDGET YEAR 3

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

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

DEPARTMENT HEAD SIGNATURE: \_\_\_\_\_

*Jeanette Best*  
(Jeanette Best, WPC Manager)



INNOVATIVE IDEAS  
EXCEPTIONAL DESIGN  
UNMATCHED CLIENT SERVICE

**July 6, 2020**

**Rob Bincsik  
Public Works Director  
City of Flint  
1101 Saginaw St  
City of Flint, MI, 48502**

**RE: Northwest Pump Station Rehabilitation (City of Flint Project # P20-571) (DLZ Project # 1849-0706-00)  
Recommendation of Award**

**Dear Mr. Bincsik,**

**The City of Flint received bids for the rehabilitation of the Northwest Pump Station on June 18, 2020 at 3:00 p.m. Three (3) contractors submitted bids: Sorensen Gross, 3407 Torrey Rd., Flint, MI 48507, Reliance Construction, 26200 Town Center Drive, Ste 195, Novi, MI 48375, and J.R. Heineman and Sons, Inc., 1224 N. Niagra Street, Saginaw, MI 48602. A copy of the bid tabulation is attached for reference.**

**The low bidder was J.R. Heineman and Sons, Inc. Their As-Read total was \$1,771,000 but accounting for a math error changed it to \$1,741,500.89. J.R. Heineman and Sons, Inc. included access hatches that were removed per addendum #2.**

**J.R. Heineman and Sons, Inc. provided the necessary DBE and additional appendix requirements as part of their bid documents. DLZ contacted two (2) references provided by J.R. Heineman and Sons, Inc. and the results were positive.**

**After reviewing the bids, DLZ recommendation award of the contract to J.R. Heineman and Sons, Inc. as the lowest qualified bidder for a total lump sum of \$1,741,500.89.**

**If you have any questions, or require additional information, please feel free to contact me.**

**ALSO REPRESENTING OUR VARIOUS LOCATIONS IN: AP223 | OFFICE 248.33.4500 | ONLINE WWW.DLZ.COM**

**ALSO REPRESENTING OUR VARIOUS LOCATIONS IN: AP223 | OFFICE 248.33.4500 | ONLINE WWW.DLZ.COM**



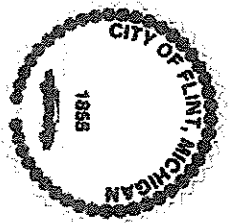
INNOVATIVE IDEAS  
EXCEPTIONAL DESIGN  
UNMATCHED CLIENT SERVICE

Sincerely,  
DLZ Inc.

Gregory Gucwa, PE  
Division Manager

CC: Jeanette Best, City of Flint  
John Florshinger, City of Flint

Attachments: Bid Tabulation Form  
J.R. Heineman Bid Submittal




SEALED PROPOSALS RECEIVED IN THE DIVISION OF PURCHASES & SUPPLIES  
For Northwest Pump Station Improvements  
PROPOSAL #20000571

Sorensen Gross Company 307 Torrey Road Flint, Michigan 48507	J. R. Heineman & Sons, Inc 1224 N. Niagara Street Saginaw, Michigan 48602	Reliance Building Company 26200 Town Center Drive, Suite 195 Novi, Michigan 48375
\$ 1,922,050.00	\$ 1,771,000.00	\$ 1,799,600.00

Please note that all proposal submittals are currently being reviewed.



Joyce McClane

 ALERT: SAM gov will be down for scheduled maintenance Saturday, 08/15/2020 from 8:00 AM to 10:00 PM

## Search Results

Current Search Terms: J. R. HEINEMAN & SONS, INC\*

[Save PDF](#) [Export Results](#) [Print](#)  
Relevance ▼ Descending ▼

Your search for J. R. HEINEMAN & SONS, INC\* returned the following results...

No records found.

[Save PDF](#) [Export Results](#) [Print](#)





RESOLUTION NO.:

200338

PRESENTED:

AUG 10 2020

ADOPTED:

**RESOLUTION TO APPROVE AMENDMENT TO SETTLEMENT OF CONCERNED  
PASTORS ET AL V. KHOURI ET AL.**

**BY THE CITY ADMINISTRATOR:**

Executive Session was requested in this matter for August 10, 2020; and

WHEREAS, the parties have previously settled the case of Concerned Pastors et al v Khouri et al, E.D. Mich. Case No. 16-10277, pursuant to the terms of a Settlement Agreement; and

WHEREAS, the parties have agreed to amend the Settlement Agreement to establish new timelines and procedures for the excavation and replacement of residential service lines in the City of Flint;

**IT IS RESOLVED** 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. Mich. Case No. 16-10277, amending the timelines and procedures for excavation and replacement of residential service lines in the City of Flint.

**APPROVED AS TO FORM:**

Angela Wheeler, Chief Legal Officer

**FOR THE CITY OF FLINT:**

Clyde Edwards, City Administrator

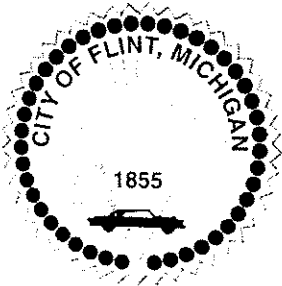
**APPROVED AS TO FINANCE:**

Amanda Trujillo, Acting Finance Director

**APPROVED BY CITY COUNCIL:**

Monica Galloway, City Council President





200339

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

PRESENTED AUG 10 2020

ADOPTED \_\_\_\_\_

**RESOLUTION TO APPROVE SETTLEMENT OF C. MCCADDEN V. CITY OF FLINT  
BY THE CITY ADMINISTRATOR:**

Executive Session was requested in this matter for August 10, 2020; and

Although the City of Flint and FPD Officer Terrence Walker admit no liability in the claims filed by C. McCadden, the Department of Law recommends settlement of this matter.

All parties have agreed to settlement in this matter in the amount of \$20,000 and the adoption of various policies by the Flint Police Department; and

**IT IS RESOLVED** that the City Administrator is hereby authorized to effectuate a settlement in the matter of *C. McCadden v. City of Flint et al*, E.D. Mich. Case No. 18-12377, in the amount of \$20,000 and the adoption of various policies by the Flint Police Department, in satisfaction of any and all claims arising out of said matter. Payment shall be drawn from appropriated funds in the Litigation and Suits line item 677-266.200-956.300.

**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

200326

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

An Ordinance to amend the City of Flint Code of Ordinances by amending Chapter 2, Article VI, City Wide Advisory Committee.

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

Sec. 1. That the Ordinances of the City of Flint shall be amended by amending Chapter 2, Article VI, City Wide Advisory Committee, by amending sections 2-26 through 2-26.4, such Article VI to read in its entirety as follows:

**ARTICLE VI. CITY WIDE ADVISORY COUNCIL COMMITTEE**

**§ 2-26 CREATED.**

There is hereby created a City Wide Advisory COMMITTEE (CWAC) to act in an advisory capacity to the City of Flint in connection with all community and economic development programs. A major purpose is to fulfill grant requirements for citizen input on the use of federal and state funds.

Among the major duties of the CWAC is to: 1) Adopt and utilize an objective review and ranking process of subrecipient applications; and 2) Review and rank all application for subrecipient entitlement and discretionary federal and state grant awards and contracts including "reprogrammed" funds, and make recommendations to City Council and the Mayor for funding allocations. THE CWAC SHALL REVIEW LOAN GUARANTEE ASSISTANCE APPLICATIONS PREPARED BY THE CITY OF FLINT OR SUBMITTED TO THE CITY OF FLINT PURSUANT TO SECTION 108 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF

1974 (42 U.S.C. 5308), REGULATIONS AT 24 CFR PART 570, SUBPART M. ~~This it to include use of funds by all city of Flint Departments.~~ THE CWAC IS AN ADVISORY BODY AND CAN MAKE NO FINAL FUNDING DECISIONS.

**§2-26.1 COMPOSITION; APPOINTMENT AND REMOVAL OF MEMBERS.**

- (a) The CWAC shall, except as otherwise provided herein, consist of 11 members. There shall be one member from each of the nine wards of the City serving on the CWAC. City Councilpersons of each of the nine (9) wards shall appoint one (1) member. The Mayor shall appoint two (2) members to the CWAC.
- (b) A member of the CWAC shall be a registered voter and a resident of the ward in which he or she is appointed.
- (c) Removal as a member of the CWAC shall be for cause upon recommendation of the City Council, MAYOR AND IN ACCORDANCE WITH SECTION 6-101(B)(3) OF THE FLINT CITY CHARTER. ~~The failure to attend at least seven (7) meetings annually shall be a cause for removal.~~
- (d) Members of the CWAC shall serve until their term of appointment shall expire, unless prior thereto, they should die, resign, accept appointment as one of the "initial appointments" as provided in §2-26.2, or are removed as herein provided. Once the present term of a current member expires, he or she shall not serve on the CWAC beyond that term unless appointed as provided in §2-26.2.

#### **§2-26.2 Term of Members**

The terms of the initial appointments to the CWAC from each ward shall be as follows:

Three (3) members shall serve a term of three (3) years; Four (4) members shall serve a term of two (2) years; and Four (4) members shall serve a term of one (1) year. The initial terms of the members from each ward shall be determined by lot. Following the terms of the initial appointments, all terms of appointment shall be for three (3) years, provided however, that an appointment to fill a vacancy during a term shall be for the unexpired balance of that term. For purposes of this section "initial appointments" shall mean the first eleven (11) members appointed to the CWAC following the adoption of this ordinance establishing an 11-member CWAC. All successor appointments shall be made in the same manner as provided for in §2-26.1. A member of the CWAC may be reappointed to succeed him/herself.

Except for initial appointments, the effective date of all appointments shall be June 1<sup>st</sup>. For the initial appointments, the effective date of each such appointment shall be the date of City Council approval of said initial appointments, provided said approval is on or before June 1<sup>st</sup>. Appointments made after June 1<sup>st</sup> shall be given retroactive effect to June 1. The term of an appointment shall expire on May 31<sup>st</sup> of the year in which the appointment would expire. Members, may continue to serve beyond the expiration of their term, until their reappointment, the appointment of a successor, or their removal, whichever should occur first.

#### **§2-26.3 ORGANIZATIONS; TECHNICAL ASSISTANCE.**

The CWAC shall within thirty (30) days following the appointment of all members, organize, adopt a regular schedule of meetings, elect officers and adopt such administrative procedures pursuant to §6-101 of the Flint City Charter as are necessary to accomplish the purposes mentioned in §2-26 hereof.

The Department of Planning and Development shall provide technical assistance to the CWAC in the performance of its duties.

#### **§2-26.4 COMPENSATION OF MEMBERS**

Members of the CWAC shall serve without compensation from the City or from any trust, donation or legacy to the City for their services as such members, but this limitation shall not preclude a member or his firm from receiving compensation from the City under contract or otherwise, for services rendered outside his duties as a member of the CWAC.

#### **§2-26.5 CONFLICTS OF INTERESTS**

ANY MEMBER OF THE CWAC WHO HAS A SUBSTANTIAL PERSONAL OR PRIVATE INTEREST IN ANY MATTER PROPOSED OR PENDING BEFORE THE CWAC MUST DISCLOSE THAT INTEREST PURSUANT TO THE ETHICS AND DISCLOSURE RULES SET FORTH IN THE CITY OF FLINT CHARTER SECTION 1-602(D)(1)-(3).

#### **§2-26.6 DISQUALIFICATION**

ANY CWAC MEMBER WHO HAS  
A PERSONAL OR PRIVATE  
INTEREST IN AN ORGANIZATION  
AND/OR PARTY THAT IS  
REQUESTING FUNDING FROM THE  
CITY OF FLINT IS DISQUALIFIED  
FROM VOTING ON A FUNDING  
RECOMMENDATION FOR THE  
IMMEDIATE FUNDING PERIOD  
UNDER REVIEW IN THAT SAME  
FUNDING CATEGORY.

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

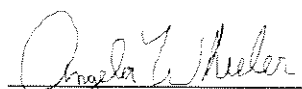
Adopted this \_\_\_\_\_ day of  
\_\_\_\_\_, 2020 A.D.

**FOR THE CITY:**

\_\_\_\_\_  
**Sheldon A. Neeley, Mayor**

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

**APPROVED AS TO FORM:**

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

200285

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

An ordinance to amend the Code of the City of Flint by amending Chapter 18, Taxation; Funds; Purchasing; Article I, In General; Section 18-4.1, Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons.

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

Sec. 1. That the provisions of Chapter 18, Taxation; Funds; Purchasing; Article I, In General; Section 18-4.1, Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons, shall be amended by adding subsection (DD), which shall read in its entirety as follows:

(DD) THE CITY ACKNOWLEDGES

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

THE CITY ACKNOWLEDGES THAT THE SPONSOR SHALL BE AFFORDED TAX

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

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

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

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

\_\_\_\_\_, 2020 A.D.

Sheldon A. Neeley, Mayor

APPROVED AS TO FORM:



Angela Wheeler, Chief Legal Officer



**Orchard Lane PILOT vs. Tax Comparisons**

<b>1) Current taxable value:</b>	\$37,700.00	
<b>2) PILOT estimation</b>	\$11,477.00	<b>DIFFERENCE BETWEEN PILOT AND TAXES:</b>
		\$39,959.50 per year

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

<b>3) Estimated project ad valorem taxable value:</b>		
	<b>One Bedroom</b>	<b>Two Bedroom</b>
Market Rent	\$500	\$600
Number of Units	16	29
	\$8,000	\$17,400
Monthly Income	\$25,400	
Yearly Income	\$304,800	
Vacancy/Loss (10%)	(\$30,480)	
Potential Gross Income	\$274,320	
Expenses	(\$123,444)	
Net Operating Income	\$150,876	
Cap Rate of 10%	\$1,508,760	
SEV/TV	754,380	
Potential Taxes	\$51,436	

**PAYMENT IN LIEU OF TAXES  
(PILOT)  
APPLICATION**



**CITY OF FLINT**

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

## **PURPOSE**

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

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

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

## **ELIGIBILITY**

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



## **PROCESS**

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

- City Administrator
- City Planner
- City Engineer
- City Treasurer
- City Assessor
- Chief Building Official
- Community and Economic Development Staff
- Representatives of applicant development team

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

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

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

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

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

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

**4) Council Committee Review:** Meetings are held the Wednesday prior to the Regular City Council meeting. The developer is required to be in attendance at this meeting to answer any questions the committee may have.

**5) Review by City Council:** Once committee approval is obtained, the ordinance amendment will proceed to the following Regular City Council Meeting (the Monday following committee). The developer is required to be in attendance at this meeting.

**6) Approval:** If the PILOT application is approved by resolution of the City Council, a certified copy of the resolution and a copy of the minutes will be provided to the applicant. Additionally, digital copies will be provided to all applicable City Departments.

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

## **APPLICATION REQUIREMENTS**

### **1) Completed Application Form**

### **2) Narrative:**

#### **a. Background information:**

##### **i. Development experience of team**

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

##### **ii. Describe the corporate partnership structure**

Please see attached proposed organization chart.

**b. Describe the proposed Project (include the following sections):** We are requesting a 4th PILOT. CFI proposes to acquire Orchard Lane apartments, located at 2709 Orchard Lane Dr, Flint, Michigan (the "Development"). The proposed Development is comprised of forty-five (45) one- and two-bedroom apartment rental units. The Development suffers from high vacancy rates due to eight (8) down units and various deferred capital maintenance needs. CFI, a 501(c)(3) nonprofit corporation based in Flint, Michigan, whose mission is to build healthy, vibrant communities through economic development, affordable housing, and innovative programming, will immediately repair all health and safety property needs and bring the down units back on line to rent to low and moderate income individuals and families in Flint, Michigan.

**i. Intended usage/target market** — Low and moderate income individuals and families in Genesee County.

**ii. Economic impact** The Development currently suffers from high vacancy and is in danger of becoming housing of last resort that with a tenant base that is a detriment to the neighborhood and nearby businesses. The Development is located near a desirable commercial corridor (Bakerley Highway and Flushing Roads) and many business, employment, and recreation amenities and will provide a beneficial long term economic impact to local businesses in the immediate area and greater Flint. Additionally, the project will likely utilize jobs for property management job and positions for maintenance staffing and contracts.

**iii. Environmental impact (to include any mitigation actions taken)** Prior to financing, we will complete a Phase I ESA, but we do not expect there to be any Recognized Environmental Conditions.

**iv. Impact on City infrastructure (transportation and utilities)** The Development is existing multifamily housing that currently utilizes public utilities. CFI encourages residents to utilize public transportation and strives to increase walkability in all our developments. This project will help make Flint more attractive for business investment and people by providing decent, safe, sanitary, and affordable housing options to residents. Additionally, increasing affordable housing options for residents of Flint will reduce strain on health services impacted by COVID-19 by providing a reliable place for residents to practice safe-distancing.

**v. Impact on City services (police, fire, EMS, code enforcement)** CFI expects the

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

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

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

**viii. Any other information to fully explain the project**

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

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

**d. Briefly describe the ownership and tax information for this project:**

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

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

**ii. Name of the property owner at the time of application.** PHINEE Capital, LLC

**iii. If the applicant is not the current owner of record, attach a valid option to purchase.** See Attached Purchase and Sale Agreement, dated April 20, 2020.

**iv. Describe any and all financing, options, and liens on the property.** We are not aware of any liens on the property. We plan to finance the acquisition and immediate repairs through a combination of HOME funds, conventional loan, and equity.

**v. State the current assessed value of the property.** According to the Flint Property Portal, the State Equalized Value is \$220,500.00.

**vi. Are any assessments currently under appeal? If yes, describe.** We are not aware of any assessment appeals.

**e. Provide a detailed development pro forma outlining proposed hard, soft and financing costs associated with the development. Pro forma must also identify all sources of financing and terms, including Applicant equity, construction, and permanent financing, as well as any government assistance. Proposals must contain detailed cost breakdowns. Please see attached sources and uses of funds.**

**f. Provide a detailed operating pro forma. This must include all anticipated major revenues and expenses for the full term of the requested PILOT. Please see attached 15-year operating proforma. A longer term forecast proforma can be provided upon request.**

**g. Provide a detailed schedule of rents and income limits of lessees - Please see attached rent schedule with income targeting and unit mix.**

**h. Provide housing market data to show demand.**

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

**i. State a proposed timeline for the Project to include:**

**i. Closing of the loan or contributing financing** August 2020

**ii. First expenditure of funds with regards to the project** August 2020.

**iii. Anticipated date construction will begin** August 2020

**iv. Anticipated date of completion** September 2020

**j. Describe any potential conflicts of interest the applicant or any guarantor may have with any City Personnel or City Council members** We are not aware of any conflicts of interest.

**k. To receive application bonus points, address the following:**

**i. Mixed use (PILOT ONLY applies to housing- not commercial SF) - The proposed development is not mixed use.**

**ii. Energy efficiency and green practices** CFI uses a lot of energy efficient features where necessary.

**iii. Neighborhood and block club outreach (Full list of outreach done)**

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

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

The property's Walkscore is 75 and within close distance to several business and employment amenities, including McLaren Hospital and a grocery store. Additionally, the Development is near Berkley Place Apartments, a 35 unit multifamily development under construction. These two developments will provide investment leverage to create a dynamic and prosperous corridor northwest of downtown Flint.

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



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

**PAYMENT IN LIEU OF TAXES (PILOT) APPLICATION**

**CITY OF FLINT**

**APPLICANT INFORMATION**

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

**GUARANTORS INFORMATION**

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

**PROJECT INFORMATION**

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

<b>LEGAL DESCRIPTION</b>	<p>Lots 48 through 58, inclusive, Block 1, and Lots 29 through 31, inclusive, Block 3, Mott Park, City of Flint, Genesee County, Michigan, as recorded in Liber 20 of Plats, Page 28.</p> <p>Address: 2645 and 2709 Orchard Lane, Flint, MI 48504</p>
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## **DEVELOPMENT TEAM**

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

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

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

Last edit date: 4/20/2020

**Property: Orchard Lane Apartments**

				Proforma Rents	
				CFI Proforma	
				FY 2022	
Unit Type	# of units	Gross Rent per unit (\$)	Contract Rent per unit (\$)	Total (\$)	\$ per unit Total \$
1BR / 1BA (2 HOME Units)	4	453	453	1,813	453 1,813
2BR / 1BA (1 HOME Unit)	12	577	577	6,928	577 6,928
1BR / 1BA	4	458	458	1,833	458 1,833
2BR / 1BA	4	590	590	2,359	590 2,359
1BR / 1BA	4	458	458	1,833	458 1,833
2BR / 1BA	9	563	563	5,071	563 5,071
1BR / 1BA	4	487	487	1,947	487 1,947
2BR / 1BA	4	532	532	2,129	532 2,129
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
Total:	45			23,912	23,912
Annual Total:				286,946	286,946

**Orchard Lane Apartments  
Flint, MI**

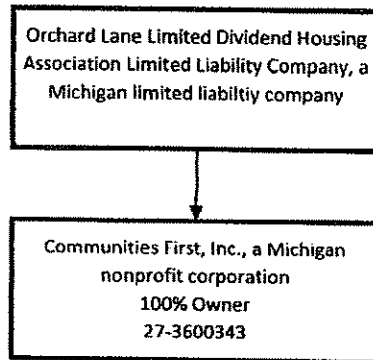
<b>SOURCES &amp; USES OF FUNDS Summary</b>	
<b>SOURCES</b>	
City HOME	300,000
City HOME Tranfer from GM	129,585
Conventional Loan	570,415
<b>TOTAL SOURCES</b>	<b><u>\$1,000,000</u></b>
<b>USES</b>	
Acquisition of Land and Buildings	825,000
Property Upgrades	125,000
Soft Costs	50,000
<b>TOTAL USES</b>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



Property: Orchard Lane Apartments      RESIDENTIAL  
Flint, MI

Income	Initial Inflator	Future Inflator	Begin In Year	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
				Year	Year	Year	Year	Year	Year	Year	Year	Year	Year	Year	Year	Year	Year	Year
Annual Rental Income	2.00%	2.00%	6	286,946	292,685	298,338	304,509	310,599	316,811	323,147	329,610	336,203	342,927	349,785	356,781	363,916	371,195	378,619
Annual Non-Rental Income	2.00%	2.00%	6	3,500	3,570	3,641	3,714	3,789	3,864	3,942	4,020	4,101	4,183	4,266	4,352	4,439	4,528	4,618
Residential Vacancy Loss	8.00%	6.00%	6	22,956	23,415	23,883	24,361	24,848	19,009	19,389	19,777	20,172	20,576	20,987	21,407	21,836	22,271	22,717
Total Project Revenue				367,490	372,840	378,297	383,863	389,540	395,667	401,760	407,854	413,931	420,034	426,165	432,326	438,516	444,736	450,985
Expenses																		
Management	3.00%			12,773	13,156	13,551	13,957	14,376	14,807	15,252	15,709	16,180	16,666	17,166	17,681	18,211	18,758	19,320
Administration	3.00%			16,916	17,413	17,946	18,485	19,039	19,620	20,199	20,805	21,429	22,072	22,734	23,416	24,118	24,842	25,587
Common Electricity	3.00%	3.00%	6	4,130	4,460	4,594	4,732	4,873	5,070	5,170	5,315	5,485	5,650	5,819	5,994	6,174	6,359	6,550
Water & Sewer	3.00%	3.00%	6	41,760	43,013	44,303	45,632	47,001	48,411	49,864	51,360	52,900	54,487	56,122	57,806	59,540	61,326	63,166
Operating & Maintenance	3.00%			47,316	48,735	50,198	51,703	53,255	54,852	56,498	58,193	59,938	61,737	63,589	65,496	67,461	69,485	71,570
Real Estate Taxes	3.00%			8,823	9,087	9,360	9,641	9,930	10,228	10,535	10,851	11,176	11,511	11,857	12,213	12,579	12,956	13,345
Insurance	3.00%			17,100	17,613	18,141	18,686	19,246	19,824	20,418	21,031	21,662	22,312	22,983	23,670	24,381	25,112	25,865
Payroll & Benefits	3.00%			48,252	49,700	51,191	52,726	54,308	55,937	57,615	59,344	61,124	62,953	64,837	66,762	68,736	70,860	72,985
Total Operating Expenses				208,974	207,003	213,213	219,609	226,198	232,984	239,978	247,172	254,587	262,225	270,092	278,194	286,540	295,137	303,991
Net Operating Income				66,516	65,837	65,084	64,253	63,342	62,683	62,027	61,362	60,693	60,019	59,340	58,656	57,967	57,273	56,575
Rep. Reserve	2.00%			13,500	13,770	14,045	14,326	14,613	14,905	15,201	15,502	15,807	16,114	16,425	16,739	17,056	17,375	17,697
Net Operating Income				53,016	52,067	51,038	49,927	48,729	53,778	52,524	51,175	49,726	48,175	46,516	44,746	42,859	40,850	38,716
Primary Debt Service				30,130	30,130	30,130	30,130	30,130	30,130	30,130	30,130	30,130	30,130	30,130	30,130	30,130	30,130	30,130
Cash Flow				16,886	15,937	14,908	13,797	12,599	17,648	16,394	15,044	13,596	12,045	10,386	8,615	6,728	4,720	2,586

## Proposed Organization Chart for Orchard Lane Apartments



### Purchase and Sale Agreement

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

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

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

9. Property Inspection: Purchaser acknowledges:
  - A. That Purchaser has personally inspected and approved the Real Property, buildings, layout and location thereof, and all Personal Property included;
  - B. That Purchaser accepts both the Real Property, buildings thereon, and all Personal Property, in their present condition, "as is;"
  - C. That Seller has never lived on the Real Property and will not be making a Seller's Disclosure Statement;
  - D. That Seller makes no representations and gives no warranty concerning the condition of the Real Property or building thereon, or the condition above ground or below ground of the Personal Property included with the Real Property.
10. Title Evidence: As evidence of title, Seller, at Seller's expense, agrees to furnish Purchaser as soon as possible with a title commitment in an amount not less than the purchase price, bearing a date later than acceptance hereof. At closing, Seller agrees to furnish Purchaser with a title insurance policy conforming to the amount hereof and guarantying the title in the condition required for performance hereof.
11. Title Objections: If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, Seller shall have 30 days after receiving written notice to remedy the claimed defects. After 30 days, Seller will refund the deposit in full termination of the contract if Seller is unable to furnish marketable title. If the Seller remedies the title, the Purchaser agrees to complete the sale within 10 days of written notification thereof.
12. Warranties of Seller: Seller represents and warrants to Purchaser:
  - A. Seller has the full right, power and authority to convey the Real Property as provided in this Agreement and to carry out Seller's obligations hereunder, and all requisite action necessary to authorize Seller to enter into this Agreement and to carry out its obligations hereunder have been, or by the Closing will have been, taken. The person signing this Agreement on behalf of Seller is authorized to do so.

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

pay taxes and assessments which first become due after the Effective Date. Current year taxes shall be prorated to the Effective Date, same as having been paid in advance on a calendar year basis.

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

25. Arbitration. The parties agree to arbitration as follows:

A. All disputes, controversies, or claims arising out of, in connection with, or relating to this Purchase Agreement or any breach or alleged breach of the Purchase Agreement, and any claim that Seller violated any state or federal statute (including discrimination/civil rights claims) or Michigan common law doctrine or committed any tort regarding Purchaser in relation to this Purchase Agreement shall, upon the request of the party involved, be submitted to and settled by arbitration in the State of Michigan under the applicable rules then in effect of the American Arbitration Association (or at any other place or under any other form of arbitration mutually acceptable to the parties involved). The parties specifically agree to arbitration with the other party in a joint proceeding for all common issues and disputes. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

B. Notice of the demand for arbitration shall be filed, in writing, with the other party to this Purchase Agreement and with the American Arbitration Association.

C. Notwithstanding any contrary provision of any statute of limitation, any claim by Purchaser against Seller, including: tort claims, breach of contract (express or implied), fraud, or breach of warranty (express or implied), violations of any federal, state, or other governmental law, statute, regulation, or ordinance, or claims based on any other legal or equitable theory, must be brought (by demanding arbitration on any such claim) no later than 1 year from the closing date of the sale contemplated by this Purchase Agreement.

D. The parties may elect to be represented by an attorney or other representative of their choice.

E. Each party shall have the right to prehearing discovery in the time and manner provided by the then-applicable Michigan Court Rules.

F. Each party shall have the right to subpoena witnesses and documents for the arbitration hearing.

G. The arbitrator shall have no power to add to, subtract from, or alter the terms of this Agreement, and shall render a written decision setting forth findings and conclusions only about the claims or disputes at issue. The expenses of any arbitration shall be born ½ by Seller and ½ by Purchaser. Each party shall pay for and bear the costs of its own experts, evidence, and counsel fees.

H. The arbitration shall be before one arbitrator, who is licensed to practice law in the State of Michigan, selected by Seller and Purchaser, as they agree, but if they cannot agree on an arbitrator, then the arbitrator shall be selected by a court of competent jurisdiction with the requirement that the arbitrator is a retired judge from outside of Genesee County.

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

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

[Signatures appear on the following page]



[Signature Page to Purchase and Sale Agreement]

Dated 4-20-2020

Glenn A. Wilson  
Communities First, Inc., or Entity to be formed by  
Communities First, Inc., Purchaser  
By: Glenn A. Wilson  
Title: President & CEO

Sellers's Acceptance

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

Dated 4/20/20

Ajay K. Sharma  
NINE8 CAPITAL, LLC  
By: Ajay K. Sharma  
Its: Co-Member

Exhibit A

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

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

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

**ORDINANCE REVIEW FORM**

FROM: Planning and Development  
Department

NO. 20- 2054

Law Office Login #

ORDINANCE NAME: PILOT ORDINANCE RESOLUTION TO GRANT A FOUR (4%) PAYMENT IN LIEU OF TAXES (PILOT) TO PROJECT AT 2645 and 2709 ORCHARD LANE, KNOWN AS "ORCHARD LANE APARTMENTS", PROVIDING 45 UNITS OF AFFORDABLE HOUSING TO LOW AND MODERATE INCOME RESIDENTS.

**1. ORDINANCE REVIEW - DEPARTMENT DIRECTOR**

The attached ORDINANCE is approved by the Director of the affected Department. By signing, the Director approves this ordinance to be processed for signatures and fully executed.

By: Director


  
Suzanne Wilcox, Director

DATE: 6/25/2020

**2. ORDINANCE REVIEW - LAW DEPARTMENT**

The attached ORDINANCE is submitted to the Legal Department for approval. By signing, the Legal Department approves this ordinance to be processed for signatures and fully executed.

By:

  
Angela Wheeler, Chief Legal Officer

DATE: 6-25-2020

**3. ORDINANCE REVIEW-FINANCE DEPARTMENT**

The attached ORDINANCE is submitted to the Finance Department for approval. By signing, the Finance

By:


  
Amanda Trujillo, Chief Financial Officer

DATE: \_\_\_\_\_

**4. ORDINANCE REVIEW-MAYORS OFFICE**

The attached ORDINANCE is submitted to the Mayors Office for approval. By signing, the Mayor's office

By:

  
Clyde Edwards, City Administrator

DATE: 7/7/20

200304

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

**An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 24, Housing; Section 24-4, Adoption - Comprehensive Rental Inspection Code.**

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

**Sec. 1. That Section 24-4 of the Code of the City of Flint shall be amended as follows.**

***ARTICLE I. 2012 INTERNATIONAL PROPERTY MAINTENANCE CODE***

**§ 24-4 ADOPTION COMPREHENSIVE RENTAL INSPECTION CODE.**

~~Pursuant to the provisions of MCLA §117.3(k), the 2012 International Property Maintenance Code and any future additions and amendments as published by the International Code Council, Inc., together with City of Flint's Administrative Amendments to the Property Maintenance Code, and the Comprehensive Rental Inspection Code, as are adopted by the City Council from time to time and filed in the office of the City Clerk are hereby adopted, as amended, by reference AND ATTACHED HERETO.~~

The Flint City Council finds that adoption of a comprehensive scheme of rental property inspection in the City of Flint is necessary in order to ensure the health, safety, and welfare of the residents of the City. The Flint City Council also adopts by reference the 2015 International Property Maintenance Code and any future additions or amendments as published by the International Code Council, together with the City of Flint's Administrative Amendments to the Property Maintenance Code, except that in case of any conflict this Comprehensive Rental Inspection Code shall control.

**§ 24-4.1 DEFINITIONS**

(a) Certificate of Compliance: A written document issued by the Enforcing Agency that denotes that a registered rental dwelling/unit is

fully or partially in conformity with this Comprehensive Rental Inspection Code.

(b) Enforcing Agency: The Department of Planning and Development of the City of Flint and/or their assigned designee(s).

(c) Owner: Any person or entity holding a legal or equitable interest in real property and entitled to collect payment from a tenant in return for the tenant's occupancy of that real property.

(d) Rental Dwelling: Any structure containing one or more rental units occupied by a tenant or tenants for any period of time in exchange for monetary remuneration or other benefit.

(e) Rental Unit: A unit within a rental dwelling intended for occupancy by a person other than the owner, a parent of the owner, or a child of the owner, but including hotel/motel units and rooming units.

(f) Tenant: A person residing in a rental dwelling other than the owner, the owner's spouse, the parent of the owner, or a child of the owner,

(g) Violation Notice: A written notification issued by the Enforcing Agency that documents and communicates to the owner or their registered agent violations of this Comprehensive Rental Inspection Code during an inspection conducted at a rental dwelling/unit, for which corrective action is required.

**§ 24-4.2 REGISTRATION**

The Enforcing Agency shall create and maintain a rental dwellings registry and an owner/agent registry as further described in this section.

**§ 24-4.2.1 Owner/Agent Registry.**

(a) Every owner of a rental dwelling shall register with the Enforcing Agency and provide, at minimum, the following information in a form acceptable to the Enforcing Agency:

1. The owner's name and contact information;

2. The address at which the owner can be served with process, if the need should arise;

3. A copy of the owner's and, if applicable, resident agent's driver's license or government-issued identification card; and

4. Any additional information needed to prove of ownership, including, but not limited to, a recorded deed, a recorded land contract and, if applicable, trustee information.

(c) If the owner is not a natural person, or if the owner is not a resident of the State of Michigan, the owner shall designate an agent authorized to accept service of process.

(d) Process shall be sufficient if sent by first class mail to the owner/agent's last address of record.

(e) Failure to comply with this section shall be deemed a municipal civil infraction punishable pursuant to Flint City Ordinance §1-19.

#### **§ 24-4.2.2 Rental Dwellings Registry.**

(a) All owners shall register their rental dwelling(s) with the Enforcing Agency, and must update the Enforcing Agency within thirty (30) days of any change in the registered information.

(b) Owners shall provide the following information, in a form acceptable to the Enforcing Agency:

1. The address and permanent parcel number of the rental dwelling;

2. The number, type, and mailing address of all rental units in the dwelling;

3. The name, street address, and driver's license or government-issued identification card number of all owner(s) and other information as needed to prove ownership.

(c) Within thirty (30) days of a change in ownership of a rental dwelling, the new owner(s) shall re-register the dwelling.

(d) Failure to comply with this section shall be deemed a municipal civil infraction punishable pursuant to Flint City Ordinance §1-19.

#### **§ 24-4.2.3 Exception to Registrations.**

In the event that a property in the City is sold and the seller(s) continue to occupy the premises for a period of not more than sixty (60) days, the purchaser(s) shall not be required to register the property and/or obtain a rental license.

### **§ 24-4.3 INSPECTIONS AND CERTIFICATION**

The Enforcing Agency shall inspect rental dwellings and issue Certificates of Compliance as further described in this section.

#### **§ 24-4.3.1 Certification of Compliance Required, Application, Fee**

(a) The owner of any rental dwelling shall obtain a Certificate of Compliance prior to allowing any unit to be occupied by a tenant. Occupying or allowing occupancy without the required Certificate shall be deemed a municipal civil infraction punishable pursuant to Flint City Ordinance §1-19.

(b) A Certificate of Compliance shall be issued only after an inspection by the Enforcing Agency.

(c) Any inspection fees shall be paid when the owner submits an application to the Enforcing Agency for registration and application, in accordance with the Master Fee Schedule.

#### **(d) Issuing Certificate of Full Compliance**

1. A Certificate of Full Compliance shall be issued if the Enforcing Agency determines that there are no violations of this Comprehensive Rental Inspection Code and that the premises are fit for occupancy.

2. A Certificate of Full Compliance is issued only on the condition that the premises remain safe, healthful, and fit for occupancy.

(e) Issuing Certificate of Partial Compliance

1. If the Enforcing Agency determines that violations of this Comprehensive Rental Inspection Code exist, but that said violations do not constitute a hazard to the health or safety of those who may occupy the premises, the Enforcing Agency may, in its discretion, issue a Certificate of Partial Compliance.

2. The Enforcing Agency shall also order the owner to correct any violations within a specified time. Failure to correct violations within the time specified shall be deemed a municipal civil infraction punishable pursuant to Flint City Ordinance §1-19

3. A Certificate of Partial Compliance shall be valid for sixty (60) days or for such length of time as determined by the Enforcing Agency to be reasonably necessary to correct the violation. The expiration date of a certificate of partial compliance may be extended at the discretion of the Enforcing Agency so long as that the violations do not constitute a hazard to the health or safety of those who may occupy the premises.

4. The Enforcing Agency shall re-inspect the rental dwelling after the owner has corrected any violations. If the Enforcing Agency determines that conditions continue to exist which violate the Comprehensive Rental Inspection Code, the Certificate of Partial Compliance shall be revoked and the rental unit shall be vacated within a time frame set by the Enforcing Agency, not to exceed thirty (30) days. For a multi-unit rental dwelling, the certificate of compliance for the entire building may be revoked if the Enforcing Agency determines that the conditions in any rental unit constitute a threat health and safety of all residents of that building.

5. If upon re-inspection the Enforcing Agency determines that no violations of this Comprehensive Rental Inspection Code continue to exist, a Certificate of Full Compliance shall be issued.

(f) Denial of Certificate of Compliance

1. If the Enforcing Agency determines that violations of this Comprehensive Rental Inspection Code would constitute a hazard to the health or safety of those who may occupy the premises and/or that the number and/or seriousness of the violations are too extensive to issue a Certificate of Partial Compliance, no Certificate of Compliance shall be issued.

2. If a Certificate of Compliance is denied, the Enforcing Agency shall notify the owner of all identified violations. Once the owner has corrected the identified violations, the owner must re-apply for a Certificate of Compliance and pay all applicable fees.

3. Denial of a Certificate of Compliance may be appealed to the Building Code Board of Appeals.

(g) If property in the City is sold and the seller(s) continue to occupy the premises for a period of not more than sixty (60) days, the purchaser(s) shall not be required to request an inspection and/or obtain a Certificate of Compliance.

(e) The issuance of any Certificate of Compliance does not grant a warranty, express or implied, as to the health, safety and welfare of life and property in conjunction with the property.

(f) Each Certificate of Compliance shall expire three years after issuance and may not be extended beyond its expiration date.

(g) Where ownership changes before a valid Certificate of Compliance has expired, the Certificate of Compliance may be transferred to the new owner without an additional inspection being required. A transferred certificate of compliance shall expire on the same date as the previous owner's certificate of compliance.

(h) No inspection for renewal of a Certificate of Compliance shall be conducted more than sixty (60) days prior to the expiration of the previous certificate of compliance.

### **§ 24-4.3.3 Inspection Procedures.**

(a) General. The Enforcing Agency shall inspect all registered rental dwellings every three years. All fees are to be assessed in accordance with this Comprehensive Rental Inspection Code as reflected in the Master Fee Schedule.

(b) Method for Conducting Inspections: Inspections shall be conducted to ensure compliance with this Comprehensive Rental Inspection Code, and may be conducted on one or more of the following bases:

1. Tri-Annual Basis. All rental dwellings must be inspected by the Enforcing Agency at least once in every three year period.

2. Area Basis. Where all rental dwellings within a predetermined geographical area will be inspected simultaneously or within a specified period of time;

3. Complaint Basis. Where a rental property is reported to be in violation of this Comprehensive Rental Inspection Code;

4. Violation Basis. Where an enforcing agent, while conducting his or her duties, discovers a violation of this Comprehensive Rental Inspection Code; and/or

5. Recurrent Violation Basis. A rental property with a high incidence of recurrent or uncorrected violations justifies more frequent inspections to ensure compliance with this Comprehensive Rental Inspection Code.

(c) Access to Rental Units: To conduct an inspection, the Enforcing Agency will request permission from the owner and/or tenant to enter any rental dwelling/unit during regular business hours. If permission to enter is denied, the Enforcing Agency shall seek an administrative search warrant from the 67<sup>th</sup> District Court or another court of competent jurisdiction.

(d) Notice of Violations: If, upon inspection, the premises, or any part thereof, is found in violation of any provision of this Comprehensive Rental

Inspection Code, the Enforcing Agency shall notify the owner or registered agent in writing of the existence of the violation.

1. The notice shall state the date of inspection, the name of the inspector, the nature of the violation, and the time by which the violation must be corrected.

2. A copy of the notice shall also be sent to the occupant and/or posted on the rental property in a conspicuous place.

(e) The Enforcing Agency shall re-inspect the premises after the time specified to determine whether the violation(s) have been corrected. Failure to correct a violation by the time specified shall be deemed a municipal civil infraction punishable pursuant to Flint City Ordinance §1-19.

(f) Inspection Fees: For Complaint, Violation, or Recurrent Violation inspections, inspection fees as set forth in the Master Fee Schedule will be due and payable by the owner only if one or more of the following conditions are satisfied:

1. When an inspection results in a violation notice being issued, and re-inspection after the expiration date of such notice or written time extension(s);

2. When a complaint inspection is made upon a property that is not current in registration requirements; and/or

3. When the property is occupied contrary to a violation notice that prohibits occupancy.

For Tri-Annual or Area inspections, inspection fees shall be due and payable by the owner as set forth in the Master Fee Schedule.

### **§ 24-4.3.4 Revocation of Certificate of Compliance, Reinstatement**

(a) The Enforcing Agency shall revoke the Certificate of Compliance for a rental dwelling if an owner fails to correct a violation after having been notified of the violation pursuant to this

Comprehensive Rental Inspection Code.

(b) The Enforcing Agency shall issue a Notice of Revocation to the owner that shall state:

1. That a Certificate of Compliance for a rental unit or dwelling will be revoked as of a date specified, not to exceed thirty (30) days after issuance of the Notice;

2. The reason(s) for the revocation;

3. That occupying or allowing occupancy after revocation of a Certificate of Compliance is punishable as a civil infraction, pursuant to Flint City Ordinance §1-19.

4. That an owner may appeal the Notice of Revocation by filing an appeal with the Building Code Board of Appeals.

(c) The Enforcing Agency shall send a copy of a Notice of Revocation to each dwelling unit in a rental dwelling. The copy of the notice shall be addressed "Occupant" and shall be sent by regular mail. Failure of any tenant to receive the Notice of Revocation shall not invalidate any proceedings authorized by this Comprehensive Rental Inspection Code.

(d) An owner may appeal the revocation of his/her Certificate of Compliance to the Building Code Board of Appeals.

(e) An owner who corrects the violations warranting revocation may request that the Enforcing Agency reinstate a Certificate of Compliance. If, after an additional re-inspection, the Enforcing Agency determines that the rental dwelling has been brought into compliance with the standards of this Comprehensive Rental Inspection Code, the Certificate of Compliance shall be reinstated.

(f) All fees, as set forth in the Master Fee Schedule, must be paid by the owner prior to reinstatement. Reinstatement of the Certificate shall not extend or change the Certificate's expiration date.

**§ 24-4.7 Posting Requirement, Court-Ordered Compliance, Limitation on Remedies.**

(1) The owner of a multi-unit rental dwelling must conspicuously post a copy of the Certificate of Compliance in a common area or on-site office.

(2) In addition to the provisions of Flint City Ordinance §1-19, the Enforcing Agency may request that the Department of Law initiate an action in the 67<sup>th</sup> District Court or another court of competent jurisdiction to require that any person comply with any provision of this ordinance. Furthermore, violations of this Comprehensive Rental Inspection Code shall be deemed a nuisance.

(3) The owner of a rental dwelling must acquire and maintain a valid Certificate of Compliance for a rental dwelling in order to be entitled to collect rents and/or evict tenants for non-payment of rent.

**§ 24-4.8 Authority to Promulgate Rules**

The Enforcing Agency shall have the authority to promulgate administrative rules reasonably necessary to implement this Comprehensive Rental Inspection Code.

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

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

**\_\_\_\_\_ A.D., 2020.**

\_\_\_\_\_  
**Sheldon A. Neeley, Mayor**

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

**APPROVED AS TO FORM:**

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