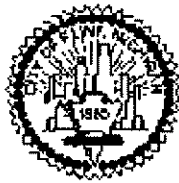


City of Flint, Michigan

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



Meeting Agenda - Final

Monday, July 27, 2020

5:30 PM

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

CITY COUNCIL

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

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

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

Inez M. Brown, City Clerk

Davina Donahue, Deputy Clerk

SPECIAL PUBLIC NOTICE - ELECTRONIC PUBLIC MEETING

On March 10, 2020, Governor Gretchen Whitmer declared a State of Emergency after two individuals were confirmed as testing presumptively positive for COVID-19. On March 12, 2020, Mayor Sheldon A. Neeley declared a local State of Emergency to exist in the City of Flint, a result of the threat of COVID-19, and closed City Hall to the public effective March 17, 2020. On March 22, 2020, Mayor Neeley asked residents to participate in a voluntary shelter in place. On March 23, 2020, the City Council approved the continuation of the declaration of a local State of Emergency. On June 5, 2020, Governor Whitmer instituted Executive Order No. 2020-115 (Temporary restrictions on certain events, gatherings, and businesses) in order to reaffirm, clarify and extend the suspension of activities not necessary to sustain or protect life. The order took immediate effect and rescinded EO 2020-110. On June 18, 2020, Governor Whitmer instituted Executive Order No. 2020-127 (Declaration of state of emergency and state of disaster related to the COVID-19 pandemic), which took immediate effect and rescinded EO 2020-99. On July 17, 2020, Governor Whitmer instituted Executive Order No. 2020-154 (Alternative means to conduct government business during the COVID-19 pandemic), which provided temporary alternative means to conduct public meetings, and rescinded EO 2020-129. Therefore, in accordance with Governor Whitmer's Executive Order 2020-154 promoting the public health and safety of the state of Michigan and its residents, and allowing for electronic public meetings during this pandemic, the following meeting is scheduled electronically: Flint City Council Meeting, Monday, July 27, 2020, at 5:30 p.m.

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

[NOTE: Agenda AMENDED to Correct Minutes Nos. 200308 and 200309 (adding "President" Galloway and "Vice President" Davis, and removing "President" Winfrey), and to Update Reso No. 200303 (adding an amount not to exceed "\$34,226,000" on Page 8 of the document)].

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PRAYER OR BLESSING

READING OF DISORDERLY PERSONS CITY CODE SUBSECTION

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

REQUEST FOR CHANGES AND/OR ADDITIONS TO AGENDA

Council shall vote on any agenda changes.

EXECUTIVE (CLOSED) SESSION

The Department of Law requests an Executive Session for the purpose of updating the City Council regarding the status of Polhy v COF 19-112528-CZ.

SPECIAL ORDERS

- 200289** Special Order/Policies/Genesee County Land Bank
- A Special Order as requested by Council President Monica Galloway to discuss policies with Michael Freeman, Director of the Genesee County Land Bank.
- 200290** Special Order/Status/Labor Relations Director Charley McClendon
- A Special Order as requested by Council President Monica Galloway to discuss the status of Labor Relations Director Charley McClendon. Is he still interim? What is his job title? When was he hired?
- 200291** Special Order/Resolution Implementation/Policies & Procedures
- A Special Order as requested by Council President Monica Galloway to discuss resolution implementation -- policies and procedures.
- 200292** Special Order/Status/Requests for Ballots

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

PRESENTATION OF MINUTES

200308 Summary Minutes/Flint City Council/Special Meeting/June 24, 2020

Summary Minutes of the Flint City Council regular ELECTRONIC PUBLIC MEETING held Wednesday, June 24, 2020, at 5:30 p.m.

200309 Summary Minutes/Flint City Council/Special Meeting/June 29, 2020

Summary Minutes of the Flint City Council regular ELECTRONIC PUBLIC MEETING held Monday, June 29, 2020, at 5:32 p.m.

PUBLIC HEARINGS

200285.6 Public Hearing/Ordinance No. 200285

A public hearing for Ordinance No. 200285, an ordinance to amend the Code of the City of Flint by amending Chapter 18, (Taxation; Funds; Purchasing); Article I, (In General); Section 18-4.1, (Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons), by adding subsection (DD). [NOTE: The PILOT is for a Michigan Limited Liability Co. (Orchard Lane Apartments). The annual service charge for the class of persons of low and moderate income shall be equal to four (4) percent of the annual shelter rents, exclusive of charges for gas, electricity, heat or other utilities furnished to the occupants.] [NOTE: Ordinance to become effective immediately upon publication.]

PUBLIC SPEAKING

COUNCIL RESPONSE

PETITIONS AND UNOFFICIAL COMMUNICATIONS

200305 Communication/Karegnondi Water Authority (KWA)/Public Notice

Communication [UNDATED] from the Karegnondi Water Authority (KWA) to City Clerk, re: The KWA Board meeting scheduled to be held on Wednesday, August 19, 2020, per Resolution 2019-04, has been cancelled.

200306 Communication/Mass Transportation Authority (MTA)/Audio Town Hall Meeting

Communication dated July 2, 2020, from the Mass Transportation Authority (MTA) to City Clerk, re: Invitation - Mass Transportation Authority Audio Town Hall Meeting, July 14, 2020.

200307 Notice of Public Hearing/Michigan Public Service Commission [MPSC]

Notice of Public Hearing received July 7, 2020, re: Michigan Public Service Commission (MPSC) notice of hearing for the electric customers of Consumers Energy Company, Case No. U-20766, to be held July 16, 2020, at 9:00 a.m., MPSC, Lansing.

- 200310** Proof of Service and Petition/Michigan Tax Tribunal/Court Center Investments, LLC v. City of Flint/MOHR Docket No. 20-001747

Communication received July 21, 2020, re: Proof of Service and Petition filed with the Michigan Tax Tribunal by Court Center Investments, LLC regarding Parcel No. 41-16-228-096.

COMMUNICATIONS (from Mayor and other City Officials)

- 200311** Traffic Engineering/Closure Permits

Sidewalk, Lane and Street Closures permits (7) dated July 2020 for requested activities/events, with noted responsibility for the placement of the required traffic control devices, and/or personnel, for the protection of traffic and event participants.

- 200313** 2020 Tax Rate Request/Michigan Department of Treasury/City of Flint

Form L-4029 dated May 15, 2020, re: Millage Request Report to the County Board of Commissioners for a City of Flint 2020 property tax levy.

- 200314** 2020 Tax Rate Request/Michigan Department of Treasury/City of Flint DDA

Form L-4029 dated May 15, 2020, re: Millage Request Report to the County Board of Commissioners for a City of Flint DDA 2020 property tax levy.

- 200315** Communication/Attendance Request/Mayor Sheldon Neeley

Communication(s) dated June 19, 2020, and June 23, 2020, from the City Council Office to Mayor Sheldon Neeley, re: Councilperson Mays requests that Mayor Neeley address the City Council regarding a "State of Emergency" per City Code during a Special Order at the Monday, June 22, 2020 City Council Meeting (June 24, 2020 City Council Meeting).

- 200316** Communication/Assessor/Board of Review

Communication dated June 24, 2020, from City Assessor Stacey Kaake to City Council, re: the July 2020 Board of Review will be meeting on Tuesday, July 21, 2020, at 10:00 a.m.

ADDITIONAL COMMUNICATIONS

APPOINTMENTS

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

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

RESOLUTIONS**200295** Dover & Co./Overhead Door Replacement

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

200296 Arnold Sales/Janitorial Supplies

Resolution resolving that the proper city officials, upon City Council's approval, are authorized to approve the issuance of a purchase order [for a three-year period] to Arnold Sales for janitorial supplies, as requested by DPW, in an amount NOT-TO-EXCEED \$46,000.00 for FY2020-2021 and \$46,000.00 for FY2021/2022 [General Fund Acct. No. 101-753.200-726.000 = \$32,000.00 and Acct. No. 101-338.201-726.000 = \$7,500.00, and Sewer Fund Acct. No. 590-550.202-775.000 = \$6,500.00.] [NOTE: Pricing is for two years, not three.]

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

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

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

Resolution resolving that the proper city officials, upon City Council's approval, are authorized to approve the issuance of a purchase order to Bearing Distributors, Inc., for non-stock mechanical parts for a three-year period, as requested by DPW, in an amount NOT-TO-EXCEED \$72,500.00 annually, pending adoption each year's budgets, for a total of \$217,500.00 [Sewer Fund Repair/Maintenance Supplies Acct. No. 590-550.202-775.000.]

200299 Platinum Mechanical, Inc./Industrial Welding & Pipefitting

Resolution resolving that the proper city officials, upon City Council's approval, are authorized to approve the issuance of a purchase order to approve Platinum Mechanical, Inc. for industrial welding & pipefitting for a three-year period, as requested by DPW, in an amount NOT-TO-EXCEED \$38,000.00 annually, pending adoption each year's budget, for a total of \$114,000 [Sewer Fund Repair/Maintenance Supplies Acct. No. 590-550.200-775-000 = \$2,000.00, Repair/Maintenance Supplies Acct. No. 590-550.202-775.000 = \$3,000.00 and Repair/Maintenance Supplies Acct. No. 590-550.202-930.000 = \$33,000.]

200300 Aldridge Trucking/Limestone, Fill Sand & Topsoil

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

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

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

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

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

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

Resolution resolving that the Flint City Council adopted a resolution on July

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

LIQUOR LICENSES

INTRODUCTION AND FIRST READING OF ORDINANCES

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

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

SECOND READING AND ADOPTION OF ORDINANCES

200285 Amendment/Ordinance/Chapter 18 (Taxation; Funds; Purchasing)/Article I (In General)/Section 18-4.1 (Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons)

The provisions of Chapter 18, (Taxation; Funds; Purchasing); Article I, (In General); Section 18-4.1, (Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons) shall be amended by adding subsection (DD). [NOTE: The PILOT is for a Michigan Limited Liability Co. (Orchard Lane Apartments). The annual service charge for the class of persons of low and moderate income shall be equal to four (4) percent of the annual shelter rents, exclusive of charges for gas, electricity, heat or other utilities furnished to the occupants.]

NEW BUSINESS

FINAL COUNCIL COMMENTS

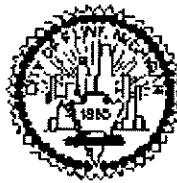
ADJOURNMENT

200308

COMPLETED

City of Flint, Michigan

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



Meeting Minutes 2 - Final

Wednesday, June 24, 2020

5:30 PM

*

ELECTRONIC PUBLIC MEETING

SPECIAL CITY COUNCIL

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

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

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

Inez M. Brown, City Clerk

Davina Donahue, Deputy Clerk

CALL TO ORDER

Council President Monica Galloway called this Special City Council meeting to order at 5:30 p.m.

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

ROLL CALL

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

REQUEST FOR CHANGES AND/OR ADDITIONS TO AGENDA

Councilperson Guerra made a motion to have public speaking right after changes to the agenda. The motion passed 9-0. Councilperson Fields made a motion to remove Resolutions 200258 and 200257 from the Master Resolution and place them first under Resolutions. The motion passed 9-0. Councilperson Worthing requested that the Special Order on State of Emergency and Emergency Management be moved after Appointments and Resolutions. The motion passed 9-0. Councilperson Mays requested a Special Order on lack of committee meetings in light of the current pandemic. The motion failed 5-4, with Councilpersons Davis, Guerra, Fields, Griggs and Worthing voting "no."

SPECIAL ORDERS

200236 Special Order/State of Emergency and Emergency Management

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

Presented

APPOINTMENTS

200265 Reappointment/Ethics and Accountability Board/Nicholas D'Aigle

Resolution resolving that the Flint City Council approves the reappointment of Nicholas D'Aigle (3206 Wyoming Avenue, Flint, MI 48506) to the Ethics and Accountability Board for a six-year term commencing June 25, 2020, and expiring June 26, 2026, as recommended by 4th Ward Councilperson Kate Fields. [NOTE: Mr. D'Aigle was appointed on June 25, 2018, to a two-year term that expires on June 25, 2020.]

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

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

200266 Appointment/Ethics and Accountability Board/Pastor Jeffrey Hawkins

Resolution resolving that Mayor Sheldon Neeley hereby appoints Pastor Jeffrey Hawkins (1410 Sunnyside Avenue, Flint, Michigan, 48503) to the Ethics and Accountability Board for a six-year term of office, commencing June 25, 2020, and expiring June 26, 2026. [NOTE: By way of background, Mr. Hawkins is replacing Loyce Driskell, whose term expired June 25, 2020.]

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

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

200268 Appointment/Ethics and Accountability Board/DeWaun E. Robinson

Resolution resolving that the Flint City Council hereby appoints DeWaun E. Robinson (1424 Garland Street, Flint, Michigan, 48503) to the Ethics and Accountability Board for a six-year term of office, commencing June 25, 2020, and expiring June 26, 2026, as recommended by 5th Ward Councilperson Jerri Winfrey-Carter. [NOTE: By way of background, Mr. Robinson is replacing Andrietta Dicks, who resigned in December 2019.]

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

Aye: 4 - Councilperson Mays, Councilperson Winfrey-Carter, Councilperson Winfrey and President Galloway

No: 4 - Vice President Davis, Councilperson Fields, Councilperson Griggs and Councilperson Worthing

Abstain: 1 - Councilperson Guerra

RESOLUTIONS

Councilperson Fields made a motion to remove Resolutions 200258 and 200257 from the Master Resolution and place them first under Resolutions. The motion passed 9-0.

200258 Multi-Year Contract/Rehmann Robson/City of Flint/Audits/FY2020-FY2022

Resolution resolving that the appropriate city officials are authorized to do all things necessary to enter into a three-year contract with Rehmann Robson for auditing services for the FY2020 fiscal year, in the amount of \$250,000.00, for FY2021, in the amount of \$233,500.00, and for FY2022, in the amount of \$242,500, for a total contract price of \$701,000.00, plus out-of-pocket expenses [General Fund Acct. No. 101-101.100-801.000.]

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

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

No: 3 - Councilperson Mays, Councilperson Winfrey-Carter and President Galloway

200257 Contract/Rehmann Robson/City of Flint/FY2020 Audit

Resolution resolving that the appropriate city officials are authorized to do all things necessary to enter into a one-year contract with Rehmann Robson for auditing services for the FY2020 fiscal year, in the amount of \$250,000.00, plus out-of-pocket expenses [General Fund Acct. No. 101-101.100-801.000.]

Councilperson Mays made a motion to table this resolution until the end of the meeting. The motion failed 4-5, with Councilpersons Davis, Guerra, Fields, Griggs and Worthing voting "no."

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

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

No: 1 - Councilperson Winfrey-Carter

Abstain: 1 - Councilperson Mays

RESOLUTIONS (CONTINUED)

200246 Annual Supply/Alexander Chemical Corp./Liquid Chlorine/Sodium Hypochlorite

Resolution resolving that the proper city officials, upon City Council's approval, approve Alexander Chemical Corp. for (the annual supply of) Liquid Chlorine/Sodium Hypochlorite for two (2) fiscal years, as requested by Public Works and Utilities, in an annual amount NOT-TO-EXCEED \$80,000.00 [Water Fund Acct. No. 591-545.200-740-500.] [NOTE: Resolution does not specify if this is a purchase order or contract.]

This Matter was Adopted on the Consent Agenda.

200247 Annual Supply/Shannon Chemical Corp./Phosphoric Acid 75 Percent NSF Grade

Resolution resolving that the proper city officials, upon City Council's approval, approve Shannon Chemical Corp. for (the annual supply of) Phosphoric Acid 75 percent NSF grade for two (2) fiscal years, as requested by Public Works and Utilities, in an annual amount NOT-TO-EXCEED \$75,000.00 [Water Fund Acct. No. 591-545.200-740.500.] [NOTE: Resolution does not specify if this is a contract or purchase order.]

This Matter was Adopted on the Consent Agenda.

200248 Annual Supply/Alexander Chemical Corp./Liquid Sulfur Dioxide

Resolution resolving that the proper city officials, upon City Council's approval, approve Alexander Chemical Corp. for (the annual supply of) liquid sulfur dioxide for two (2) fiscal years, as requested by Public Works and Utilities, in an annual amount NOT-TO-EXCEED \$38,000.00 [Sewer Fund Acct. No. 590-550.100-740-500.] [NOTE: Resolution does not specify if this is a purchase order or contract.]

This Matter was Adopted on the Consent Agenda.

200249 Annual Supply/PVS Nolwood Chemical, Inc./Liquid Ferrous (Aqueous Ferrous Chlorine)

Resolution resolving that the proper city officials, upon City Council's approval, approve PVS Nolwood Chemical, Inc. for (the annual supply of) liquid ferrous (aqueous ferrous chlorine) for two (2) fiscal years, as requested by Public Works and Utilities, in an annual amount not to exceed \$120,000.00 [Sewer Fund Acct. No. 590-550.100-740.500.] [NOTE: Resolution does not specify if this is a purchase order or contract.]

This Matter was Adopted on the Consent Agenda.

200250 Annual Supply/Polydyne Inc./Liquid Cationic Polymer (Emulsion)

Resolution resolving that the proper city officials, upon City Council's approval, approve Polydyne Inc. for (the annual supply of) liquid cationic polymer (emulsion) for two (2) fiscal years, as requested by Public Works and Utilities, in an annual amount NOT-TO-EXCEED \$98,000.00 [Water Fund Acct. No. 591-545.200-740.000.] [NOTE: Resolution does not specify if this is a purchase order or contract.]

This Matter was Adopted on the Consent Agenda.

200251 Annual Supply/Alexander Chemical Corp./Liquid Chlorine

Resolution resolving that the proper city officials, upon City Council's approval, approve Alexander Chemical Corp. for (the annual supply of) liquid chlorine for two (2) fiscal years, as requested by Public Works and Utilities, in an annual amount NOT-TO-EXCEED \$38,000.00 [Sewer Fund Acct. No. 590-550.100-740-500.] [NOTE: Resolution does not specify if this is a purchase order or contract.]

This Matter was Adopted on the Consent Agenda.

200252 Annual Supply/JCI Jones Chemicals, Inc./Sodium Hydroxide 25 Percent NSF Grade

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

approve JCI Jones Chemicals, Inc. for (the annual supply of) sodium hydroxide 25 percent NSF grade for two (2) fiscal years, as requested by Public Works and Utilities, in an annual amount NOT-TO-EXCEED \$150,000.00 [Water Fund Acct. No. 591-545.200-740.000.] [NOTE: Resolution does not specify if this is a purchase order or contract.]

This Matter was Adopted on the Consent Agenda.

200253 Annual Supply/Carrier & Gable/Traffic Signals/Repair Parts

Resolution resolving that the proper city officials, upon City Council's approval, approve Carrier & Gable for (the annual supply of) traffic signals and repair parts for two (2) fiscal years, as requested by Transportation, in an annual amount NOT-TO-EXCEED \$120,000.00, and a revised aggregate amount of \$240,000.00 [Major Street Signal Parts & Equipment Fund Acct. No. 202-443.201-726.000 = \$100,000.00 and Major Street Controller Repair Fund Acct. No. 202-443.201-801.000 = \$20,000.00.] [NOTE: This resolution does not specify if it is a purchase order or contract.]

This Matter was Adopted on the Consent Agenda.

200254 Weinstein Electric/Additional Electrical Support Services

Resolution resolving that the proper city officials, upon City Council's approval, approve [a purchase order to] Weinstein Electric for electrical support services for two (2) fiscal years, as requested by Planning & Development, in an annual amount NOT-TO-EXCEED \$13,725.00, and an aggregate amount of \$83,933.00 [Streetlight Professional Services Acct. No. 219-443.206-801.000.] [NOTE: The resolution is for authorization for additional electrical support services for 30 decorative street lights for which the city is responsible for repairs.]

Separated from Master Resolution

200255 Change Order #2/Two-Year Contract/Boyd's Lawn & Landscaping/Mowing Parks, Trails, Cemeteries, Centers & Triangles

Resolution resolving that the proper city officials, upon City Council's approval, are authorized to do all things necessary to enter into change order #2 to the contract with Boyd's Lawn & Landscaping for the third year of mowing parks, trails, cemeteries, centers and triangles, through June 30, 2021, in an amount NOT-TO-EXCEED \$154,500.00, and an aggregate amount of \$534,852.00, as requested by Planning & Development [Parks/Recreation Fund Acct. No. 208-752.102-801.000.]

This Matter was Adopted on the Consent Agenda.

200256 Contract/Garland/DBS, Inc./Roof Replacement/12th Street Garage/Salt Barn

Resolution resolving that the appropriate city officials are authorized to do all things necessary to enter into a contract with Garland/DBS, Inc for roof replacement at the 12th Street Garage and Salt Barn, as requested by Public

Works, in an amount NOT-TO-EXCEED \$186,971.00 [Major Street Fund Acct. No. 449-203.976-000 = \$70,000.00 and Public Improvement Fund Acct. No. 753-200.976.000 = \$116,971.00.] [NOTE: Paragraph two states that "Royal Roofing Co. was the lowest bidd

This Matter was Adopted on the Consent Agenda.

200259 Purchase/Property/8537 Dort Highway/Mt. Morris/Construction/Secondary Water Source

Resolution resolving that the Flint City Council approves the purchase of 8537 Dort Highway, Mt. Morris, to complete the construction of the Secondary Water Source, in the amount of \$30,000.00, to be paid from Acct. No. 491-551.000-801.068.

Separated from Master Resolution

200260 Purchase Agreement/CSX Transportation, Inc./Property for the Grand Traverse Greenway Trail Project

Resolution resolving that the Flint City Council approves entering into the Purchase Agreement between the City of Flint and CSX Transportation, Inc. with respect to the city's acquisition of four (4) parcels of real property consisting of 47.26 acres, more or less, AND, resolving that Mayor Sheldon Neeley shall have the authority to execute the Purchase Agreement, together with such ancillary documents and such immaterial modifications to the Purchase Agreement as he shall deem necessary or advisable in order to effectuate these resolutions, AND, resolving that all lawful conduct and actions of the employees, contractors and/or agents of the City of Flint to effectuate this resolution are hereby ratified, adopted, affirmed and approved. [NOTE: The City of Flint desires to extend the regional trail network and trails connected to the Flint River Trail and such desire has been cited as a priority in the City of Flint Parks & Recreation Department's Parks & Recreation Master Plan and the Imagine Flint Master Plan. To that end, the city has agreed to purchase four (4) parcels containing 47.26 acres, more or less, of real property from CSX Transportation, Inc. The total purchase price is \$525,000.00.]

Separated from Master Resolution

200261 Acceptance of Payment/Genesee County Clerk/Register of Deeds/Notarized Affidavits/Addresses/FAST Start Program

Resolution that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to accept the funding for the stated purpose from the Genesee County Clerk-Register of Deeds, in the amount of \$12,000.00. [NOTE: Genesee County has developed the Genesee County Lead Pipe Software to create a record of city addresses serviced during the FAST Start pipe replacement program. The city has agreed to provide 5,000 notarized affidavits, obtained by Goyette Mechanical, the vendor that serviced the lines, to Genesee County for indexing. The Michigan Department of Transportation is funding the indexing work.]

Separated from Master Resolution

200262 Termination/Gas Transportation & Storage Agreement/City of Flint & Consumers Energy/Approval/Sales Rate Program Agreement

Resolution resolving that the appropriate city officials are hereby authorized to do all things necessary to terminate the Gas Transportation and Storage Agreement, with the intent to enter into the Sales Rate Program, between the City of Flint and Consumers Energy, AND, resolving that the Department of Public Works Director and Water Pollution Control Manager be designated as the authorized representatives for all activities associated with intent to return DPW-WPC, G-4652 Beecher Road, Flint, to the Sales Rate Program. [NOTE: Since 1990, the City Council has approved Gas Transportation and Storage Agreements with Consumers Energy to support the Water Pollution Control Facilities' purchase of natural gas on the open market at a significant cost savings. The Department of Public Works/Water Pollution Control has since then reduced the consumption of natural gas usage by permanently decommissioning their incinerators. Additionally, the cost of natural gas has declined greatly. The current natural gas consumption projections support termination of the Gas Transportation and Storage Agreement. Consumers Energy has proposed a Sales Rate Program Agreement, which will no longer require the city to obtain natural gas on the open market.]

This Matter was Adopted on the Consent Agenda.

200263 Permanent Easement/Walking Path/Hurley Medical Center/In Honor of Alisa Stewart

Resolution resolving that the City Administrator is hereby authorized to do all [things] necessary to enter into an Easement and Walking Path with Hurley Medical Center [to honor Alisa Stewart, a Hurley employee who was killed in a car accident.] [NOTE: Hurley Medical Center will assume responsibility for construction of and maintenance for the walking path, as well as insurance and full liability.]

This Matter was Adopted on the Consent Agenda.

200269 Establishment/Juneteenth Holiday/City of Flint

Resolution resolving that the Mayor and the City Council do all things necessary to establish Juneteenth as a holiday in the city of Flint, and encourage Governor Gretchen Whitmer to establish Juneteenth as an official state recognized holiday in accordance with MCL 435.101.

Separated from Master Resolution

Passed The Consent Agenda

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

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

Abstain: 1 - Councilperson Mays

SEPARATED FROM MASTER RESOLUTION

200254 Weinstein Electric/Additional Electrical Support Services

Resolution resolving that the proper city officials, upon City Council's approval, approve [a purchase order to] Weinstein Electric for electrical support services for two (2) fiscal years, as requested by Planning & Development, in an annual amount NOT-TO-EXCEED \$13,725.00, and an aggregate amount of \$83,933.00 [Streetlight Professional Services Acct. No. 219-443.206-801.000.] [NOTE: The resolution is for authorization for additional electrical support services for 30 decorative street lights for which the city is responsible for repairs.]

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

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

200259 Purchase/Property/8537 Dort Highway/Mt. Morris/Construction/Secondary Water Source

Resolution resolving that the Flint City Council approves the purchase of 8537 Dort Highway, Mt. Morris, to complete the construction of the Secondary Water Source, in the amount of \$30,000.00, to be paid from Acct. No. 491-551.000-801.068.

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

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

Abstain: 1 - Councilperson Mays

200260 Purchase Agreement/CSX Transportation, Inc./Property for the Grand Traverse Greenway Trail Project

Resolution resolving that the Flint City Council approves entering into the Purchase Agreement between the City of Flint and CSX Transportation, Inc. with respect to the city's acquisition of four (4) parcels of real property consisting of 47.26 acres, more or less, AND, resolving that Mayor Sheldon Neeley shall have the authority to execute the Purchase Agreement, together with such ancillary documents and such immaterial modifications to the Purchase Agreement as he shall deem necessary or advisable in order to

effectuate these resolutions, AND, resolving that all lawful conduct and actions of the employees, contractors and/or agents of the City of Flint to effectuate this resolution are hereby ratified, adopted, affirmed and approved. [NOTE: The City of Flint desires to extend the regional trail network and trails connected to the Flint River Trail and such desire has been cited as a priority in the City of Flint Parks & Recreation Department's Parks & Recreation Master Plan and the Imagine Flint Master Plan. To that end, the city has agreed to purchase four (4) parcels containing 47.26 acres, more or less, of real property from CSX Transportation, Inc. The total purchase price is \$525,000.00.]

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

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

No: 1 - Councilperson Griggs

200261 Acceptance of Payment/Genesee County Clerk/Register of Deeds/Notarized Affidavits/Addresses/FAST Start Program

Resolution that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to accept the funding for the stated purpose from the Genesee County Clerk-Register of Deeds, in the amount of \$12,000.00. [NOTE: Genesee County has developed the Genesee County Lead Pipe Software to create a record of city addresses serviced during the FAST Start pipe replacement program. The city has agreed to provide 5,000 notarized affidavits, obtained by Goyette Mechanical, the vendor that serviced the lines, to Genesee County for indexing. The Michigan Department of Transportation is funding the indexing work.]

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

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

No: 1 - Councilperson Mays

200269 Establishment/Juneteenth Holiday/City of Flint

Resolution resolving that the Mayor and the City Council do all things necessary to establish Juneteenth as a holiday in the city of Flint, and encourage Governor Gretchen Whitmer to establish Juneteenth as an official state recognized holiday in accordance with MCL 435.101.

A motion was made by Councilperson Winfrey-Carter, seconded by Councilperson Mays, that this matter be POSTPONED for July 27, 2020. The motion failed by the following vote:

Aye: 4 - Councilperson Mays, Councilperson Winfrey-Carter, President Galloway and Councilperson Griggs

No: 5 - Vice President Davis, Councilperson Guerra, Councilperson Fields, Councilperson Winfrey and Councilperson Worthing

Substituted

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

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

No: 1 - President Galloway

Abstain: 1 - Councilperson Mays

INTRODUCTION AND FIRST READING OF ORDINANCES

200267 Amendment/Ordinance/Chapter 18 (Taxation; Funds; Purchasing)/Article IV Purchases)/Addition of 18-21.14 (Sale of Personal Property)

An ordinance to amend the Code of the City of Flint by amending Chapter 18, (Taxation; Funds; Purchasing); Article IV, (Purchases); by the addition of Section 18-21.14, (Sale of City Personal Property).

Councilperson Mays was removed (muted) from the meeting prior to this vote.

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

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

Absent: 1 - Councilperson Mays

ADJOURNMENT

This Special City Council meeting adjourned at 11:26 p.m. after a motion by Councilperson Winfrey-Carter and support from Councilperson Griggs.

Respectfully transcribed & submitted,

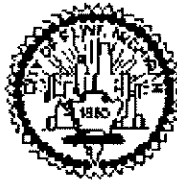
Janell Johnson, Administrative Secretary to City Council

200309

CONNECTED

City of Flint, Michigan

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



Meeting Minutes 2 - Final

Monday, June 29, 2020

5:32 PM

*

ELECTRONIC PUBLIC MEETING

SPECIAL CITY COUNCIL

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

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

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

Inez M. Brown, City Clerk

Davina Donahue, Deputy Clerk

CALL TO ORDER

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

ROLL CALL

Present: Councilperson Mays, Vice President Davis, Councilperson Winfrey-Carter, Councilperson Winfrey, President Galloway, Councilperson Griggs and Councilperson Worthing

Absent: Councilperson Guerra and Councilperson Fields

REQUEST FOR CHANGES AND/OR ADDITIONS TO AGENDA

Councilperson Worthing requested a Special Order on Fireworks. The motion passed 6-1, with Councilperson Mays abstaining. Councilperson Mays asked for his Special Order on State of Emergency and Emergency Management to appear after Councilperson Worthing's Special Order. The motion failed 4-3, with Councilperson's Davis, Griggs and Worthing voting "no." Councilperson Mays requested that his Special Order on State of Emergency and Emergency Management be added in "old business" after "new business." The motion passed 5-2, with Councilpersons Davis and Worthing voting "no."

RESOLUTIONS

200270 Purchase Agreement/Verity Central System/Counting Absentee Ballots

Resolution resolving that the Clerk's office may enter into a purchase agreement for a Verity Central System for counting absentee ballots at a price of \$127,215.00, minus a \$30,000 grant from the State of Michigan, and to make payments of up to \$24,000.00 per year for four years starting in June 2021 (FY2021) [City Clerk Election Acct. No. 101-262.100-930.262.]

Separated from the Master Resolution

200271 Contract/Lighthouse Insurance Group/(Formerly Known as Lake Agency, Inc.)/Excess Workers' Compensation Insurance Coverage

Resolution resolving that the appropriate city officials are authorized to enter into a contract with Lighthouse Insurance Group to provide the city with excess Workers' Compensation Insurance coverage through Midwest Employers Insurance Co. at a premium cost amount NOT-TO-EXCEED \$92,000.00 for the period July 1, 2020 to June 30, 2021, as requested by Finance [Self-Insurance Fund Acct. No. 677-174.851-955.000.]

This Matter was Adopted on the Consent Agenda.

200272 Budget Amendment/FY2019-2020 Budget

Resolution authorizing the appropriate city officials to do all things necessary to amend the City of Flint's 2019-2020 Budget by adding fund balance to the following funds: 101 General Fund (\$440,000.00), 205 Public Safety Fund (\$215,000.00), 226 Rubbish Fund (\$15,000.00) and 542 Building Inspection



RESOLUTION NO.:

200288

PRESENTED:

AUL 27 2020

ADOPTED: _____

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

BY THE MAYOR:

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

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

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

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

APPROVED AS TO FORM:

Angela Wheeler
Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:

Amanda Trujillo
Amanda Trujillo, Acting Chief Financial
Officer

FOR THE CITY OF FLINT:

Sheldon A. Neeley
Sheldon A. Neeley, Mayor

APPROVED BY CITY COUNCIL:

Monica Galloway
Monica Galloway, City Council President

TERMS OF APPOINTMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated this ____ day of August 2020.

APPOINTEE:

FOR THE CITY:

Eddie Smith

Sheldon A. Neeley, Mayor

APPROVED AS TO FORM:

Angela Wheeler, Chief Legal Officer

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

EDDIE L. SMITH
icsfax@earthlink.net

1206 Heatherwoode Rd
Flint, Michigan 48532

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

CAREER SUMMARY

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

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

ACCOMPLISHMENTS

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

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

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

Accomplishments

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

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

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

Accomplishments

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

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

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

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

Accomplishments

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

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

(Recognized HMO leader in its region; 450 employees)

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

Accomplishments

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

EDUCATION

B.S. Degree in Human Resources Management.

Central Michigan University

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

COMMUNITY and PROFESSIONAL ORGANIZATIONS

Graduate of Shiawassee Leadership

Recipient of the 2008 Diamond Award for Outstanding Leadership

American College of Healthcare Executives Training

Board of Directors Michigan Healthcare Human Resources Association (MHHRA)

Society of Human Resources Management (SHRM)

American Society of Healthcare Human Resources Administration (ASHHRA)

Michigan Health & Hospital Association (MHA)

Completed the following Studer Group tools:**Manage Up:**

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

Must Haves:

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

Nine Principles:

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

Pillars:

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

Rounding for Outcomes:

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

AFILIATIONS

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

REFERENCES: Excellent references available upon request

2/28/2018

Hiring Authority

Dear Hiring Authority,

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

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

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

Sincerely,

Eddie Smith

CITY OF FLINT



PROPOSAL #20000522

RESOLUTION NO: 200295

PRESENTED: JUL 27 2020

ADOPTED: _____

BY THE CITY ADMINISTRATOR:

RESOLUTION TO DOVER & COMPANY FOR OVERHEAD DOOR REPLACEMENT

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

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

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

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

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

APPROVED AS TO PURCHASING:


Joyce A. McClane
Purchasing Manager

APPROVED AS TO FINANCE:

Amanda Trujillo
Acting Chief Financial Officer

APPROVED AS TO FORM:


Angela Wheeler, Chief Legal Officer


Clyde Edwards, City Administrator

CITY COUNCIL:

Monica Galloway, Council President



BID/PROPOSAL RESOLUTION STAFF REVIEW

CITY OF FLINT, Office of Purchases & Supplies

TODAY'S DATE: 10/08/2019

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

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

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

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

FINANCIAL IMPLICATIONS: There is funding in the account listed below

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

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

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

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

STAFF RECOMMENDATION: (PLEASE SELECT): APPROVED

STAFF PERSON SIGNATURE: Robert Bincsik
(PLEASE TYPE NAME, TITLE) Robert Bincsik, Director of Public Works

For Purchasing Use Only: PO/CONTRACT# 19-001993 DATE RECEIVED: _____

From: Joyce McClane
Purchasing Manager

REPORT FOR
DOVER COMPANY

PURCHASING DIVISION

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



CITY OF FLINT

DEPARTMENT OF PUBLIC WORKS

Dr. Karen W. Weaver
Mayor

Robert Bincsik
Director of Public Works

October 8, 2019

TO: Joyce A. McClane
Purchasing Manager

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

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

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

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

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

/km

CITY OF FLINT



Bid #20000014

RESOLUTION NO: **200296**

PRESENTED: **JUL 27 2020**

ADOPTED: _____

BY THE CITY ADMINISTRATOR:

RESOLUTION TO ARNOLD SALES FOR JANITORIAL SUPPLIES

The Division of Purchases & Supplies solicited bids for FY19/20 for a three (3) year period for Janitorial Services as requested by the Department of Public Works.; and

Three (3) proposals were submitted. Arnold Sales, Bay City, MI was the responsive bidder. The total amount purchased (relieved) was \$55,267.24 for FY19/20.

Funding for said service is available in the following account for budget FY20/21:

Dept.	Name/Description of Account	Account #	Grant #	Amount
DPW-WPC	Repair/Maint. Supplies	590-550.202-775.000	N/A	\$ 6,500.00
Fire	Supplies	101-338.201-726.000	N/A	\$7,500.00
DPW-WSC	Janitorial Supplies	101-753.200-726.000	N/A	\$32,000.00
				\$46,000.00

IT IS RESOLVED, that the Proper City Officials, are authorized to approve the issuance of a purchase order to Arnold Sales for Janitorial Supplies for FY20/21 in the amount not to exceed \$46,000.00 and FY21/22 in the amount of \$46,000.00.

APPROVED AS TO PURCHASING:

Joyce A. McClane
Purchasing Manager

APPROVED AS TO FINANCE:

Amanda Trujillo
Acting Chief Financial Officer

APPROVED AS TO FORM:

Angela Wheeler, Chief Legal Officer

Clyde Edwards, City Administrator

CITY COUNCIL:

Monica Galloway, Council President



CITY OF FLINT

DEPARTMENT OF PUBLIC WORKS

Dr. Karen W. Weaver
Mayor

Robert Bincsik, Director
Public Works & Utilities

June 12, 2019

TO: Joyce A. McClane
Purchasing Manager

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

SUBJECT: RECOMMENDATION – ANNUAL SUPPLY OF JANITORIAL SUPPLIES –
BID #20-014

I have carefully reviewed the bids received for three year janitorial supplies. I am recommending the lowest responsive bidder, Arnold Sales, in the annual amount not to exceed \$32,000.00, requisition #190002040. They were the only bidder to submit a complete bid.

Water Service Center also uses this service, please use requisition #190001601 in the annual amount of \$6,500.00.

If you have any questions or concerns, feel free to give me a call at ext. 2801.

/km

RESOLUTION STAFF REVIEW

DATE: June 12, 2019

Agenda Item Title: Arnold Sales

Prepared By: Kathryn Neumann for Robert Bincsik

Background/Summary of Proposed Action:

The purpose of this resolution is to get approval to issue purchase orders to various departments for janitorial supplies. The Purchasing Department solicited bids for a three year period and Arnold Sales was the low bidder.

Financial Implications: Funding is available in the account listed below.

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

30,000 - Budget Act
Account No.: 101-338.201-726.000 (\$7,500), 101-753.200-726.000 (\$32,000), 590-550.202-775.000 (\$6,500)
30,000 - Budget Act

Pre-encumbered? Yes ☒ No ☐ Requisition # 19002040, 19001601, 19001704

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

Staff Recommendation: Recommend Approval

Staff Person: Robert Bincsik
Robert Bincsik, Director of Public Works



Dr. Karen Weaver
Mayor

CITY OF FLINT

Department of Purchases & Supplies

June 10, 2019

TO: Lee Osborne
Facilities Maintenance

FROM: Joyce A. McClane
Purchasing Manager

SUBJECT: SEALED BIDS

Attached are copies (3) of sealed bid that were received for Proposal #20-014, **ANNUAL SUPPLY OF JANITORIAL SUPPLIES (3 YRS)**. These copies are yours to keep. This bid was opened on June 6, 2019.

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

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

CITY OF FLINT



Proposal #19000556

RESOLUTION NO: 200297

PRESENTED: JUL 27 2020

ADOPTED: _____

BY THE CITY ADMINISTRATOR:

RESOLUTION TO SUPERIOR CLEANING SERVICES FOR JANITORIAL SERVICES

In FY19/20 budget year, the Division of Purchases & Supplies solicited proposals for Janitorial Services for various locations and the proper City of Flint officials adopted and approved resolution #190065 to Superior Cleaning Services.

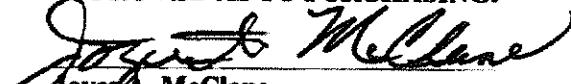
Superior Cleaning Services is willing to extend an additional year for cleaning services.

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

Dept.	Name/Description of Account	Account #	Grant #	Amount
	General Fund	101-753.200-801.000	N/A	\$ 149,800.00
	Major Street Fund	202-449.201-801.000	N/A	\$ 12,600.00
	Sewer Fund	590-540.100-801.000	N/A	\$ 6,300.00
	Water Fund	591-540.100-801.000	N/A	\$ 6,300.00

IT IS RESOLVED, that the Proper City Officials, are hereby authorized to extend Contract to Superior Cleaning Services for Janitorial Services in the amount not to exceed \$175,000.00 for FY20/21 budget and the revised aggregate Contract amount is \$402,366.00

APPROVED AS TO PURCHASING:


Joyce A. McClane
Purchasing Manager

APPROVED AS TO FINANCE:

Amanda Trujillo
Acting Chief Financial Officer

APPROVED AS TO FORM:


Angela Wheeler, Chief Legal Officer


Clyde Edwards, City Administrator

CITY COUNCIL:

Monica Galloway, Council President



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: June 4, 2020

BID/PROPOSAL# 19-556

AGENDA ITEM TITLE: Cleaning services at City Hall, 12th St., Police, Fire and Water Service Center

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

VENDOR NAME: Superior Cleaning

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The purpose of this resolution is to award an additional year for cleaning services to Superior Cleaning. In 2019, City Council awarded a proposal to Superior Cleaning for the period ending June 30, 2020 with the option to extend two years. The Department of Public Works is recommending to extend said contract one additional year at this time.

FINANCIAL IMPLICATIONS:

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

Dept.	Name of Account	Account Number	Grant Code	Amount
101	General Fund	753.200-801.000		\$ 149,800.00
202	Major Street Fund	449.201-801.000		\$ 12,600.00
590	Sewer Fund	540.100-801.000		\$ 6,300.00
591	Water Fund	540.100-801.000		\$ 6,300.00
FY21 GRAND TOTAL				\$ 175,000.00

PRE-ENCUMBERED? YES ☒ NO ☐ REQUISITION NO: 20003252, 20003266

ACCOUNTING APPROVAL: _____ **Date:** _____

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

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



CITY OF FLINT

BUDGET YEAR 1

BUDGET YEAR 2

BUDGET YEAR 3

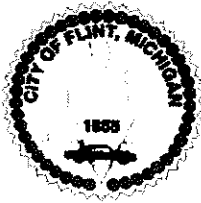
OTHER IMPLICATIONS (*i.e., collective bargaining*):

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

DEPARTMENT HEAD SIGNATURE:

Robert Binish

(PLEASE TYPE NAME, TITLE)



CITY OF FLINT

Department of Purchases & Supplies

Dr. Karen Weaver
Mayor

Bryan D. Bond
Interim Purchasing Manager

February 27, 2019

TO: Robert Bincsik, Director
Public Works & Utilities

FROM: Bryan D. Bond 
Interim Purchasing Manager

SUBJECT: NOTICE TO ENTER INTO A CONTRACT – SUPERIOR CLEANING
SERVICES, LLC

Please be advised that the abovementioned vendor has been approved by City Council on February 25, 2019 for janitorial services, in an amount not to exceed \$227,366.00. You are now authorized to enter into a contract with Superior Cleaning Services, LLC for said services.

If you have any questions, please feel free to give me a call.

Attachment

190065

(Proposal #19000556)

SUBMISSION NO. _____

PRESENTED: _____

2-25-2019

ADOPTED: _____

2-25-2019

BY THE CITY ADMINISTRATOR:

RESOLUTION TO SUPERIOR CLEANING SERVICES FOR JANITORIAL SERVICES**RESOLUTION**

The Department of Purchases & Supplies has solicited proposals for janitorial services for various locations for the remainder of the fiscal year plus next fiscal year (FY20) with the option to renew an additional two years as requested by Department of Public Works/Maintenance Division; and

Superior Cleaning Services, 4335 N. State Rd., Davison, Michigan was the lowest responsive bidder from four solicitations for said requirements. Funding for said services will come from the following accounts: 101-753.200-801.000 (\$43,966), 202-449.201-801.000 (\$4,200), 590-540.100-801.000 (\$2,100), 591-540.100-801.000 (\$2,100); and

IT IS RESOLVED, that the Proper City Officials are hereby authorized to enter into a contract with Superior Cleaning Services Company, LLC for janitorial services for various locations for the period ending June 30, 2020 in an amount not to exceed \$227,366.00. (General Fund \$43,966 FY19, \$149,800.00 pending adoption of the FY20 budget, Major Street Fund \$4,200 FY19, \$12,600 pending adoption of the FY20 budget, Sewer Fund \$2,100 FY19, \$6,300 pending adoption of the FY20 budget, Water Fund \$2,100 FY19, \$6,300 pending adoption of the FY20 budget)

APPROVED PURCHASING DEPT.:


 Bryan J. Bond
 Interim Purchasing Manager

APPROVED AS TO FORM


 Angela White
 Chief Legal Officer

APPROVED AS TO FINANCE


 Hughey Newsome
 Chief Financial Officer


 Steve Branch, City Administrator


 Herbert J. Wistrey, President
 City Council

Vendor Name	Description	PO Number	Amount	Amount Relieved	Expiration Date	Approval Dept
SUPERIOR CLEANING SERVICES CO, LLC	JANITORIAL SERVICES FOR CITY OF FLINT	19-001294	48,166.00	38,643.00	6/30/2019 12:00:00 AM	MAINT
SUPERIOR CLEANING SERVICES CO, LLC	JANITORIAL SERVICES FOR CITY OF FLINT	19-001285	4,200.00	4,032.00	6/30/2019 12:00:00 AM	WSC
SUPERIOR CLEANING SERVICES CO, LLC	JANITORIAL SERVICES FOR CITY OF FLINT	19-001730	162,400.00	139,342.43	6/30/2020 12:00:00 AM	MAINT
SUPERIOR CLEANING SERVICES CO, LLC	JANITORIAL SERVICES FOR CITY OF FLINT	19-001946	12,600.00	9,660.00	6/30/2020 12:00:00 AM	WSC

191,677.43

227,366.00

CITY OF FLINT



PROPOSAL #21000536

RESOLUTION NO: **200298**

PRESENTED: **AUL 27 2020**

ADOPTED: _____

BY THE CITY ADMINISTRATOR:

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

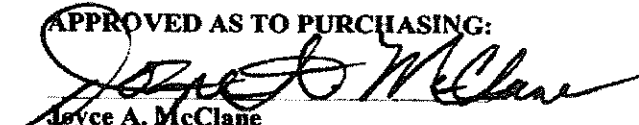
The Division of Purchases & Supplies solicited proposals for Non-Stock Mechanical Parts for a three (3) year period beginning 07/01/20 and ending 6/30/23 as requested by the Department of Public Works.

Bearing Distributors, Inc., Flint, Michigan was the responsive bidder for said requirements. Funding for said services are available in the following account for budget FY20/21:

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

IT IS RESOLVED, that the proper city officials, are authorized to approve the issuance of a purchase order to Bearing Distributors, Inc., for Non-Stock Mechanical Parts for a three (3) year period in the amount not to exceed for FY20/21 (budgeted) \$72,500.00, FY21/22 for the amount of \$72,500.00, and FY22/23 for the amount of \$72,500.00.

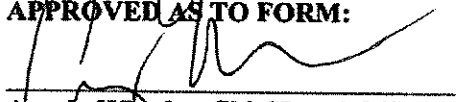
APPROVED AS TO PURCHASING:




Joyce A. McClane
Purchasing Manager

APPROVED AS TO FINANCE:

Amanda Trujillo
Acting Chief Financial Officer

APPROVED AS TO FORM:


Angela Wheeler, Chief Legal Officer


Clyde Edwards, City Administrator


CITY COUNCIL:

Monica Galloway, Council President



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 07/01/2020

BID/PROPOSAL# 21000536

AGENDA ITEM TITLE: WPC Non Stock mechanical Parts

PREPARED BY John Florshinger
Utilities Maintenance & SCADA Supervisor

VENDOR NAME: Bearing Distributors, Inc.

BACKGROUND/SUMMARY OF PROPOSED ACTION:

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

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

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

FINANCIAL IMPLICATIONS: None

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

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

PRE-ENCUMBERED? YES ☒ NO ☐ **REQUISITION NO:** 200002995

ACCOUNTING APPROVAL: _____ **Date:** _____



CITY OF FLINT

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

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

BUDGET YEAR 1 \$72,500.00

BUDGET YEAR 2 \$72,500.00

BUDGET YEAR 3 \$72,500.00

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

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

DEPARTMENT HEAD SIGNATURE:



(Jeanette Best, WPC Manager)



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

PROPOSAL #21000536

Company: BDI

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

Manufacturer	Item	Part No	Qty	Year 1 Price	Year 2 Price	Year 3 Price	Extended Price
REXNORD	REX ZNT6-2115-12	Take Up bearing	2.00	1,196.80	1,196.80	1,196.80	598.40
REXNORD	REX ZNT6-2115-12	Take Up bearing	2.00	1,196.80	1,196.80	1,196.80	598.40
FLEXIBLE STEEL LACING COMPANY	FSL R5S-SE-24/600	belt lacing	4.00	350.20	350.20	350.20	87.55
DOUGLAS KING INDUSTRIES	DKI CA680-5	shear pins	50.00	323.50	323.50	323.50	6.47
DOUGLAS KING INDUSTRIES	DKI CA2593-32	shear pins	50.00	323.50	323.50	323.50	6.47
DOUGLAS KING INDUSTRIES	DKI 325129-41	shear pins	50.00	470.50	470.50	470.50	9.41
DOUGLAS KING INDUSTRIES	DKI CA1943-11 4510016000	shear pins	50.00	250.00	250.00	250.00	5.00
DOUGLAS KING INDUSTRIES	DKI CA2593-49 SP BUSHING	shear pins	17.00	52.02	52.02	52.02	3.06
ORS-NASCO	ORS 565-1207	Bansaw blade	2.00	235.28	235.28	235.28	117.64
CLIMAX METAL	CLI 1C-243	steel collar	3.00	31.14	31.14	31.14	10.38
LINK BELT	L/B F2239Z	bearing	2.00	601.44	601.44	601.44	300.72
FAFNIR	FAF 7324WN MBR SU	bearing	2.00	2,402.28	2,402.28	2,402.28	1,201.14
WHITTET-HIGGINS COMPANY	W/H W-24	lock washer	1.00	4.11	4.11	4.11	4.11
BEARING DISTRIBUTORS INC	BDI 2-7/16" C1045 TG&P SHAFTING	shaft	1.00	549.32	549.32	549.32	549.32
GOODYEAR	GDY BX57	belt	4.00	38.88	38.88	38.88	9.72
SKF	SKF 6316 2ZJEM	bearing	1.00	251.93	251.93	251.93	251.93
CHICAGO RAWHIDE	C/R 29218	seal	2.00	18.82	18.82	18.82	9.41
FASTENAL COMPANY	FST 10"X 20" .0015 PURPLE SHIM	shim	2.00	17.08	17.08	17.08	8.54
FASTENAL COMPANY	FST 10"X 20" .0030 GREEN SHIM	shim	5.00	105.55	105.55	105.55	21.11
SKF	SKF 7316 BECBY	bearing	2.00	543.76	543.76	543.76	271.88
GOODYEAR	GDY C72.	belt	6.00	105.18	105.18	105.18	17.53
HITACHI MAXCO	HIT NH-78 PLASTIC CHAIN	chain	60.00	1,135.20	1,135.20	1,135.20	18.92
LOVEJOY	LOV L/AL099/100 SOX	coupling insert	5.00	51.10	51.10	51.10	10.22
BEARING DISTRIBUTORS INC	BDI 8602-004 6/PACK		2.00	677.64	677.64	677.64	338.82
COLE-PARMER INTERNATIONAL	CPI EW-04669-98	bronze bushing	3.00	596.46	596.46	596.46	198.82
DOUGLAS KING INDUSTRIES	DKI 325129-41 7200610008	SP BUSHING	50.00	470.50	470.50	470.50	9.41



Manufacturer	Item	Part No	Qty	Year 1 Price	Year 2 Price	Year 3 Price	Extended Price
DOUGLAS KING INDUSTRIES	DKI CA1943-11 4510016000	SP BUSHING	100.00	500.00	500.00	500.00	5.00
COLE-PARMER INTERNATIONAL	CPI EW-04669-98	bronze bushing	3.00	596.46	596.46	596.46	198.82
GOODYEAR	GDY BX64	belt	10.00	104.20	104.20	104.20	10.42
MARTIN SPROCKET AND GEAR	M/G 5 B 74 SF	sheave	2.00	238.60	238.60	238.60	119.30
MARTIN SPROCKET AND GEAR	M/G SF 1-7/8	bushing	2.00	52.50	52.50	52.50	26.25
DOUGLAS KING INDUSTRIES	DKI CA2593-49 SP BUSHING	shear pins	50.00	153.00	153.00	153.00	3.06
DEVCON PRODUCTS	DEV 11170	HP BACKING COMPOUND 20LB	9.00	695.52	695.52	695.52	77.28
TB WOODS	WOO MBA25	sheave	1.00	1,868.06	1,868.06	1,868.06	1,868.06
DOUGLAS KING INDUSTRIES	DKI CA1943-11 4510016000	shear pins	100.00	500.00	500.00	500.00	5.00
DEVCON PRODUCTS	DEV 13800	DEEP POUR GROUT 50LB BUCKET	11.00	2,145.11	2,145.11	2,145.11	195.01
DOUGLAS KING INDUSTRIES	DKI 325129-41 7200610008	threaded sleeve	50.00	470.50	470.50	470.50	9.41
GOODYEAR	GDY AX45	belt	3.00	17.67	17.67	17.67	5.89
GOODYEAR	GDY BX56	belt	6.00	57.72	57.72	57.72	9.62
GOODYEAR	GDY AX37	belt	3.00	15.54	15.54	15.54	5.18
GOODYEAR	GDY AX53	belt	3.00	19.20	19.20	19.20	6.40
GOODYEAR	GDY AX48	belt	3.00	18.21	18.21	18.21	6.07
GATES	GAT 5VX900	belt	1.00	28.15	28.15	28.15	28.15
GATES	GAT 5VX900	belt	1.00	28.15	28.15	28.15	28.15
DOUGLAS KING INDUSTRIES	DKI 325129-60 SHEAR PIN BUSHING	shear pins	50.00	426.50	426.50	426.50	8.53
DOUGLAS KING INDUSTRIES	DKI DKI 90704 CONV BUSHING		8.00	225.92	225.92	225.92	28.24
DOUGLAS KING INDUSTRIES	DKI DKI CA680-5(A GRIT AUGER SP	shear pins	50.00	323.50	323.50	323.50	6.47
DOUGLAS KING INDUSTRIES	DKI DKI CA680-5(A GRIT AUGER SP	shear pins	50.00	323.50	323.50	323.50	6.47
BEARING DISTRIBUTORS INC	BDI 2900-B1S1C1-50		12.00	591.24	591.24	591.24	49.27
NTN	NTN 2308C3	bearing	2.00	226.98	226.98	226.98	113.49
SUPERIOR	SUC 13-01412	idler parts	30.00	72.00	72.00	72.00	2.40
THOMAS FLEXIBLE COUPLINGS	TFC 110962 DISC PACK	SAME AS 10962-51	1.00	457.54	457.54	457.54	457.54
THOMAS FLEXIBLE COUPLINGS	TFC 716096 BOLT	SAME AS 16096-00	8.00	490.16	490.19	490.16	61.27
THOMAS FLEXIBLE COUPLINGS	TFC 311750 WASHER	SAME AS 11750-00	16.00	312.80	312.80	312.80	19.55
THOMAS FLEXIBLE COUPLINGS	TFC 039125 LOCKNUT	SAME AS 16514-00	8.00	255.52	255.52	255.52	31.94
THOMAS FLEXIBLE COUPLINGS	TFC 910920 WASHER	SAME AS 10920	8.00	75.60	75.60	75.60	9.45
THOMAS FLEXIBLE COUPLINGS	TFC 210921 BOLT	SAME AS 10921	8.00	315.52	315.52	315.52	39.44



Manufacturer	Item	Part No	Qty	Year 1 Price	Year 2 Price	Year 3 Price	Extended Price
THOMAS FLEXIBLE COUPLINGS	TFC 110962 DISC PACK	coupling parts	2.00	915.08	915.08	915.08	457.54
THOMAS FLEXIBLE COUPLINGS	TFC 716096 BOLT	coupling parts	16.00	980.32	980.32	980.32	61.27
THOMAS FLEXIBLE COUPLINGS	TFC 311750 WASHER	coupling parts	16.00	312.80	312.80	312.80	19.55
THOMAS FLEXIBLE COUPLINGS	TFC 039125 LOCKNUT	coupling parts	16.00	507.84	507.84	507.84	31.74
THOMAS FLEXIBLE COUPLINGS	TFC 910920 WASHER	coupling parts	16.00	151.20	151.20	151.20	9.45
THOMAS FLEXIBLE COUPLINGS	TFC 210921 BOLT	coupling parts	16.00	631.04	631.04	631.04	39.44
GARLOCK SEALS	GAR 63X2143	seal	1.00	15.49	15.49	15.49	15.49
MARTIN FLUID POWER COMPANY	MRT ORC-275BM70 CORD STOCK		20.00	18.60	18.60	18.60	.93
DODGE	DOD TP-G-115	bearing	2.00	343.46	343.46	343.46	171.73
DOUGLAS KING INDUSTRIES	DKI SHAFT SLEEVE (PER SAMPLE)		2.00	435.30	435.30	435.30	217.65
DOUGLAS KING INDUSTRIES	DKI RETAIN SLEEVE (PER SAMPLE)		2.00	200.00	200.00	200.00	100.00
LOVEJOY	LOV AL070 1/2 NKW	coupling parts	2.00	8.62	8.62	8.62	4.31
LOVEJOY	LOV L/AL070 SOX	coupling insert	1.00	2.21	2.21	2.21	2.21
DOUGLAS KING INDUSTRIES	DKI RET SLVE (PER SAMPLE)LH THRD		1.00	100.00	100.00	100.00	100.00
LOCTITE	LOC 95555	Loctite	1.00	98.32	98.32	98.32	98.32
NTN	NTN 2308C3	bearing	2.00	227.00	227.00	227.00	113.50
SKF	SKF SR 10 -8	stab ring	2.00	20.32	20.32	20.32	10.16
DOUGLAS KING INDUSTRIES	DKI CA680-5	shear pins	50.00	323.50	323.50	323.50	6.47
DOUGLAS KING INDUSTRIES	DKI CA2593-32	shear pins	50.00	323.50	323.50	323.50	6.47
DOUGLAS KING INDUSTRIES	DKI 325129-41	shear pins	50.00	470.50	470.50	470.50	9.41
DOUGLAS KING INDUSTRIES	DKI CA1943-11 4510016000	shear pins	50.00	250.00	250.00	250.00	5.00
BEARING DISTRIBUTORS INC	BDI BB-5 SHERWOOD PUMP	pump	2.00	970.90	970.90	970.90	485.45
MORSE INDUSTRIAL	MOR MFC-16T	bearing	1.00	101.41	101.41	101.41	101.41
MORSE INDUSTRIAL	MOR SF-16T CXU	bearing	1.00	67.06	67.06	67.06	67.06
EVOQUA	NCS 720 25 Tooth Sprocket 4 7/16" B Key	603-81162-85W2T313091	2.0	845.86	845.86	845.86	422.93
EVOQUA	NCS 720 25 Tooth Sprocket 2 7/16" B Key	603-81162-81W2T319564	2.0	791.88	791.88	791.88	395.94
EVOQUA	NCS 720 19 Tooth Sprocket 3 15/16" Corner	603-81163-90W2T331453	6.0	1,688.70	1,688.70	1,688.70	281.45
EVOQUA	NCS 720 19 Tooth Sprocket 1 15/16" Corner	603-81163-86W2T313095	4.0	1,042.20	1,042.20	1,042.20	260.55
EVOQUA	Sprocket NH78 40T 33.25 PD 4 7/16" Bore	603-81221-85W2T319556	1.0	1,476.56	1,476.56	1,476.56	1,476.56
EVOQUA	Sprocket NH78 40T 33.25 PD 2 7/16" Bore	603-81221-81W2T319553	1.0	1,392.19	1,392.19	1,392.19	1,392.19
EVOQUA	Bearing-Wall 4.437"Dia, SA,BABB,CI	A65890-BCW3T23643	2.0	1,170.12	1,170.12	1,170.12	585.06



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

Please note that all proposal submittals are currently being reviewed.

CITY OF FLINT



PROPOSAL #21000537

RESOLUTION NO: 200299

PRESENTED: JUL 27 2020

ADOPTED: _____

BY THE CITY ADMINISTRATOR:

RESOLUTION TO PLATINUM MECHANICAL, INC FOR WELDING & PIPEFITTING

The Division of Purchases & Supplies solicited proposals for Welding & Pipefitting for a three (3) year period as requested by the Department of Public Works.


Platinum Mechanical, Inc., Flint, Michigan was the responsive bidder for said requirements.

Funding for said services is budgeted in FY20/21 and will come from the following accounts:

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

IT IS RESOLVED, that the proper city officials are authorized to approve the issuance of a purchase order to Platinum Mechanical, Inc. for Industrial Welding & Pipefitting for a three (3) year period for FY20/21 (budgeted) amount of \$38,000.00, FY21/22 for the amount of \$38,000.00, and FY22/23 for the amount of \$38,000.00.

APPROVED AS TO PURCHASING:

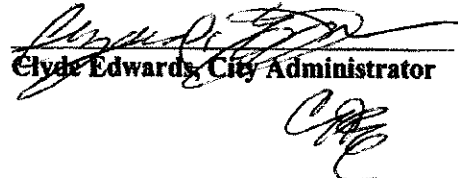

Joyce A. McClane
Purchasing Manager

APPROVED AS TO FINANCE:

Amanda Trujillo
Acting Chief Financial Officer

APPROVED AS TO FORM:


Angela Wheeler, Chief Legal Officer


Clyde Edwards, City Administrator

CITY COUNCIL:

Monica Galloway, Council President



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 07/01/2020

BID/PROPOSAL# 21000537

AGENDA ITEM TITLE: WPC Welding and Pipefitting

PREPARED BY John Florshinger
Utilities Maintenance & SCADA Supervisor

VENDOR NAME: Platinum Mechanical, Inc.

BACKGROUND/SUMMARY OF PROPOSED ACTION:

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

I recommend that the sole qualified bidder, Platinum Mechanical, Inc., be awarded the three (3) year bid in the amount of \$38,000.00 for each of the next three (3) fiscal years, FY2021, FY2022, and pending adoption of FY2023, a three-year total of \$114,000.00, for various welding and pipefitting.

Please issue a purchase order for the FY2021 budgeted amount of \$38,000.00, using funds from account 590-550.200-775.000, 590-550.202-775.000 and 590-550.200-930.000.

FINANCIAL IMPLICATIONS: None

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

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

PRE-ENCUMBERED? YES ☒ NO ☐ **REQUISITION NO:** 200003021

ACCOUNTING APPROVAL: _____ **Date:** _____



CITY OF FLINT

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

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

BUDGET YEAR 1 \$38,000.00

BUDGET YEAR 2 \$38,000.00

BUDGET YEAR 3 \$38,000.00

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

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

DEPARTMENT HEAD SIGNATURE:


(Jeanette Best, WPC Manager)



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

Platinum Mechanical Flint, Michigan 48507 Multiple Hourly Rates	
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Please note that all proposal submittals are currently being reviewed.

Year 1						
Classification	M-F Regular Hrs		M-F After Hrs		Sat	Sun
Foreman	\$85.02	/hour	\$127.53	/hour	\$127.53 /hour	\$170.04 /hour
Certified Stainless Steel Welder	\$85.02	/hour	\$127.53	/hour	\$127.53 /hour	\$170.04 /hour
Certified Welder/Welding Kit	\$85.02	/hour	\$127.53	/hour	\$127.53 /hour	\$170.04 /hour
Pipe Fitter	\$80.66	/hour	\$120.99	/hour	\$120.99 /hour	\$161.32 /hour
Pipe Fitter Apprentice	\$72.41	/hour	\$108.62	/hour	\$108.62 /hour	\$144.82 /hour
Welder Apprentice	\$72.41	/hour	\$108.62	/hour	\$108.62 /hour	\$144.82 /hour
Plumber	\$80.66	/hour	\$120.99	/hour	\$120.99 /hour	\$161.32 /hour
Plumber Apprentice	\$72.41	/hour	\$108.62	/hour	\$108.62 /hour	\$144.82 /hour
Laborer/Mechanical Helper	\$72.41	/hour	\$108.62	/hour	\$108.62 /hour	\$144.82 /hour
Truck Driver	\$45.00	/hour	\$67.50	/hour	\$67.50 /hour	\$90.00 /hour
Other: Please Specify:	\$0.00	/hour	\$0.00	/hour	\$0.00 /hour	\$0.00 /hour
Year 2						
Classification	M-F Regular Hrs		M-F After Hrs		Sat	Sun
Foreman	\$90.40	/hour	\$135.60	/hour	\$135.60 /hour	\$180.80 /hour
Certified Stainless Steel Welder	\$90.40	/hour	\$135.60	/hour	\$135.60 /hour	\$180.80 /hour
Certified Welder/Welding Kit	\$90.40	/hour	\$135.60	/hour	\$135.60 /hour	\$180.80 /hour
Pipe Fitter	\$86.04	/hour	\$129.06	/hour	\$129.06 /hour	\$172.08 /hour
Pipe Fitter Apprentice	\$77.79	/hour	\$116.69	/hour	\$116.69 /hour	\$155.58 /hour
Welder Apprentice	\$77.79	/hour	\$116.69	/hour	\$116.69 /hour	\$155.58 /hour
Plumber	\$86.04	/hour	\$129.06	/hour	\$129.06 /hour	\$172.08 /hour
Plumber Apprentice	\$77.79	/hour	\$116.69	/hour	\$116.69 /hour	\$155.58 /hour
Laborer/Mechanical Helper	\$77.79	/hour	\$116.69	/hour	\$116.69 /hour	\$155.58 /hour
Truck Driver	\$49.00	/hour	\$73.50	/hour	\$73.50 /hour	\$98.00 /hour
Other: Please Specify:	\$0.00	/hour	\$0.00	/hour	\$0.00 /hour	\$0.00 /hour

Year 3					
Classification	M-F Regular Hrs	M-F After Hrs	Sat	Sun	
Foreman	\$95.78 /hour	\$143.67 /hour	\$143.67 /hour	\$191.56	/hour
Certified Stainless Steel Welder	\$95.78 /hour	\$143.67 /hour	\$143.67 /hour	\$191.56	/hour
Certified Welder/Welding Kit	\$95.78 /hour	\$143.67 /hour	\$143.67 /hour	\$191.56	/hour
Pipe Fitter	\$91.20 /hour	\$136.80 /hour	\$136.80 /hour	\$182.40	/hour
Pipe Fitter Apprentice	\$83.17 /hour	\$124.76 /hour	\$124.76 /hour	\$166.34	/hour
Welder Apprentice	\$83.17 /hour	\$124.76 /hour	\$124.76 /hour	\$166.34	/hour
Plumber	\$91.42 /hour	\$137.13 /hour	\$137.13 /hour	\$182.84	/hour
Plumber Apprentice	\$83.17 /hour	\$124.76 /hour	\$124.76 /hour	\$166.34	/hour
Laborer/Mechanical Helper	\$83.17 /hour	\$124.76 /hour	\$124.76 /hour	\$166.34	/hour
Truck Driver	\$46.00 /hour	\$69.00 /hour	\$69.00 /hour	\$92.00	/hour
Other: Please Specify:	\$0.00 /hour	\$0.00 /hour	\$0.00 /hour	\$0.00	/hour

Equipment rental fees and material purchases:

- Invoice Cost plus 20 % mark-up.

Do you have the capability of providing the following services:

CORING	YES	NO
4" core in 18" concrete	X	
6" core in 18" concrete	X	
4" core in 24" concrete	X	
6" core in 24" concrete	X	

THIS PAGE MUST BE COMPLETED AND INCLUDED WITH SUBMITTAL:

The undersigned hereby certifies, on behalf of the respondent named in this Certification (the "Respondent"), that the information provided in this offer submitted to the City of Flint is accurate and complete, and that I am duly authorized to submit same. I hereby certify that the Respondent has reviewed all documents and requirements included in this offer and accept its terms and conditions.

Cash Discounts will be computed from the date of receipt of invoice. Prices firm unless stated otherwise by proposer. Delivery can be made in () days (ARO (after receipt of order))

Terms: 100% net 30 Dest. Fed ID #: 36-4514179
(All freight Terms are considered F.O.B., Prepaid unless otherwise noted by seller)

COMPANY NAME (Respondent) PLATINUM MECHANICAL, INC.

(Printed)

ADDRESS 5051 EXCHANGE DR.

CITY/STATE/ZIP FLINT, MI 48507

PHONE 810-244-9571 FAX 810-244-9584

PRINT NAME and Title Kenneth L. Coon

(Authorized Representative)

SIGNED _____ DATE _____

(Authorized Representative)

Please submit original documents plus one copy.

New vendors are required to complete and submit and IRS W-9 Form with the City of Flint. Link is available at www.cityofflint.com/finance/purchasing

Bid results may be viewed next business day online at www.cityofflint.com/purchasing

Year 1						
Classification	M-F Regular Hrs		M-F After Hrs		Sat	Sun
Foreman	\$85.02	/hour	\$127.53	/hour	\$127.53 /hour	\$170.04 /hour
Certified Stainless Steel Welder	\$85.02	/hour	\$127.53	/hour	\$127.53 /hour	\$170.04 /hour
Certified Welder/Welding Kit	\$85.02	/hour	\$127.53	/hour	\$127.53 /hour	\$170.04 /hour
Pipe Fitter	\$80.86	/hour	\$120.99	/hour	\$120.99 /hour	\$161.32 /hour
Pipe Fitter Apprentice	\$72.41	/hour	\$108.62	/hour	\$108.62 /hour	\$144.82 /hour
Welder Apprentice	\$72.41	/hour	\$108.62	/hour	\$108.62 /hour	\$144.82 /hour
Plumber	\$80.86	/hour	\$120.99	/hour	\$120.99 /hour	\$161.32 /hour
Plumber Apprentice	\$72.41	/hour	\$108.62	/hour	\$108.62 /hour	\$144.82 /hour
Laborer/Mechanical Helper	\$72.41	/hour	\$108.62	/hour	\$108.62 /hour	\$144.82 /hour
Truck Driver	\$45.00	/hour	\$87.50	/hour	\$87.50 /hour	\$90.00 /hour
Other: Please Specify:	\$0.00	/hour	\$0.00	/hour	\$0.00 /hour	\$0.00 /hour
Year 2						
Classification	M-F Regular Hrs		M-F After Hrs		Sat	Sun
Foreman	\$90.40	/hour	\$135.60	/hour	\$135.60 /hour	\$180.80 /hour
Certified Stainless Steel Welder	\$90.40	/hour	\$135.60	/hour	\$135.60 /hour	\$180.80 /hour
Certified Welder/Welding Kit	\$90.40	/hour	\$135.60	/hour	\$135.60 /hour	\$180.80 /hour
Pipe Fitter	\$86.04	/hour	\$129.06	/hour	\$129.06 /hour	\$172.08 /hour
Pipe Fitter Apprentice	\$77.79	/hour	\$116.69	/hour	\$116.69 /hour	\$155.58 /hour
Welder Apprentice	\$77.79	/hour	\$116.69	/hour	\$116.69 /hour	\$155.58 /hour
Plumber	\$86.04	/hour	\$129.06	/hour	\$129.06 /hour	\$172.08 /hour
Plumber Apprentice	\$77.79	/hour	\$116.69	/hour	\$116.69 /hour	\$155.58 /hour
Laborer/Mechanical Helper	\$77.79	/hour	\$116.69	/hour	\$116.69 /hour	\$155.58 /hour
Truck Driver	\$49.00	/hour	\$73.50	/hour	\$73.50 /hour	\$98.00 /hour
Other: Please Specify	\$0.00	/hour	\$0.00	/hour	\$0.00 /hour	\$0.00 /hour

Year 3						
Classification	M-F Regular Hrs		M-F After Hrs		Sat	Sun
Foreman	\$95.78	/hour	\$143.67	/hour	\$143.67 /hour	\$191.56 /hour
Certified Stainless Steel Welder	\$95.78	/hour	\$143.67	/hour	\$143.67 /hour	\$191.56 /hour
Certified Welder/Welding Kit	\$95.78	/hour	\$143.67	/hour	\$143.67 /hour	\$191.56 /hour
Pipe Fitter	\$91.20	/hour	\$136.80	/hour	\$136.80 /hour	\$182.40 /hour
Pipe Fitter Apprentice	\$83.17	/hour	\$124.76	/hour	\$124.76 /hour	\$166.34 /hour
Welder Apprentice	\$83.17	/hour	\$124.76	/hour	\$124.76 /hour	\$166.34 /hour
Plumber	\$91.42	/hour	\$137.13	/hour	\$137.13 /hour	\$182.84 /hour
Plumber Apprentice	\$83.17	/hour	\$124.76	/hour	\$124.76 /hour	\$166.34 /hour
Laborer/Mechanical Helper	\$83.17	/hour	\$124.76	/hour	\$124.76 /hour	\$166.34 /hour
Truck Driver	\$46.00	/hour	\$69.00	/hour	\$69.00 /hour	\$92.00 /hour
Other: Please Specify:	\$0.00	/hour	\$0.00	/hour	\$0.00 /hour	\$0.00 /hour

Equipment rental fees and material purchases
 - Invoice Cost plus 20 % mark-up.

Do you have the capability of providing the following services:

CORING	YES	NO
4" core in 18" concrete	X	
6" core in 18" concrete	X	
4" core in 24" concrete	X	
6" core in 24" concrete	X	

THIS PAGE MUST BE COMPLETED AND INCLUDED WITH SUBMITTAL:

The undersigned hereby certifies, on behalf of the respondent named in this Certification (the "Respondent"), that the information provided in this offer submitted to the City of Flint is accurate and complete, and that I am duly authorized to submit same. I hereby certify that the Respondent has reviewed all documents and requirements included in this offer and accept its terms and conditions.

Cash Discounts will be computed from the date of receipt of invoice. Prices firm unless stated otherwise by proposer. Delivery can be made in () days (ARO (after receipt of order))

Terms: 100% net 30 Dest: Fed ID #: 36-4514179
 (All freight Terms are considered F.O.B., Prepaid unless otherwise noted by seller)

COMPANY NAME (Respondent) PLATINUM MECHANICAL, INC.

(Printed)

ADDRESS 5051 EXCHANGE DR.

CITY/STATE/ZIP FLINT, MI 48507

PHONE 810-244-9571 FAX: 810-244-9584

PRINT NAME and Title Kenneth L. Coon

(Authorized Representative)

SIGNED Kenneth L. Coon DATE 6-12-20

(Authorized Representative)

Please submit original documents plus one copy.

New vendors are required to complete and submit and IRS W-9 Form with the City of Flint. Link is available at www.cityofflint.com/finance/purchasing

Bid results may be viewed next business day online at www.cityofflint.com/purchasing

CITY OF FLINT



BID #20000002

RESOLUTION NO. 200300PRESENTED: JUL 27 2020

ADOPTED: _____

BY THE CITY ADMINISTRATOR:

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

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

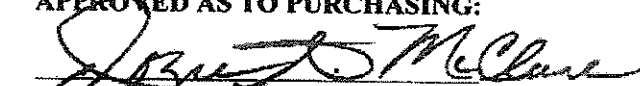
Aldridge Trucking, Inc., Flint, Michigan was the responsive bidder from four (4) solicitations for said requirements.

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

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

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

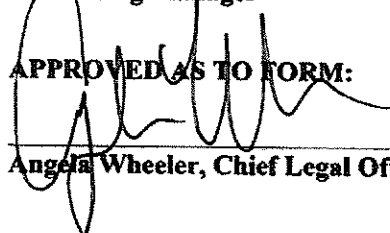
APPROVED AS TO PURCHASING:



Joyce A. McClane
Purchasing Manager


APPROVED AS TO FINANCE:

Amanda Trujillo
Acting Chief Financial Officer

APPROVED AS TO FORM:


Angela Wheeler, Chief Legal Officer


Clyde Edwards, City Administrator



CITY COUNCIL:

Monica Galloway, Council President



City of Flint

Department of Finance

Division of Purchases & Supplies

For transparency and auditing purposes:

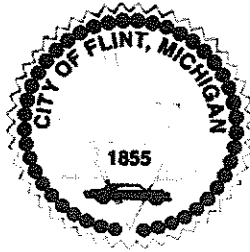
During the period of March 2019 and several months thereafter, purchasing was going through a transitional period without staff and CFO.

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

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

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

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



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

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

GRAND TOTAL \$721,600.00

Year 1: \$350,150.00

Year 2: \$371,450.00

Purchase Requisition

07/20/2020

06:47 PM

Purchase Requisition No 200003291

Requested Date 07/06/2020

Department WSC

Required Date

Requested By bduncan

Preferred Vendor 0000000556
ALDRIDGE TRUCKING

Address 5135 N GALE RD

DAVISON, MI 48423

Req. Description SAND & STONE

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

Purchase Requisition

07/20/2020

06:45 PM

Purchase Requisition No 200002965

Requested Date 07/03/2020

Department WPC

Required Date 07/03/2020

Requested By KWALLACE

Preferred Vendor 0000000556
ALDRIDGE TRUCKING

Address 5135 N GALE RD

DAVISON, MI 48423

Req. Description FY 2021 WPC VARIOUS AGGREGATES

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

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

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



RESOLUTION NO.: 200301

PRESENTED: JUL 27 2020

ADOPTED: _____

**RESOLUTION TO GREATER FLINT HEALTH COALITION FOR HEALTH ASSESSMENTS
PROVIDED TO FAMILIES PARTICIPATING IN THE LEAD BASED PAINT HAZARD
CONTROL PROGRAM**

BY THE CITY ADMINISTRATOR:

WHEREAS, in December 2018, the City of Flint was awarded grant number: MILHB0683-18, for \$2,299,437. The funding is allocated as follows: \$1,999,437 in Lead Based Paint Hazard Reduction grant program funding and \$300,000 in Healthy Homes Supplemental funding (Performance period May 1, 2019-October 30, 2022);

WHEREAS, the primary strategy of the City of Flint Lead Based Paint Hazard Control Program (COF LBPHC Program) will focus on elimination of lead hazards in 70 eligible housing units of target housing, including 12 rental units and 58 owner occupied housing units.

WHEREAS, the Greater Flint Health Coalition is currently the agency that provides Elevated Blood Lead levels Case Management in the City of Flint.

WHEREAS, the Greater Flint Health Coalition mission is to improve the health of status of residents and improve the quality and cost effectiveness of the health care system in the City of Flint.

WHEREAS, the Greater Flint Health Coalition will enter a performance-based contract over the duration of the grant program, pertaining to residents living in homes with lead hazards present and elevated blood lead levels.

Account Number	Account Name	Amount
296-171.530-801.000	Professional Services FHUD-LBPHC18	\$301,000.00

IT IS RESOLVED that the appropriate City Officials are authorized to do all things necessary to enter into a contract with Greater Flint Health Coalition in the amount not-to-exceed \$301,000.00 over the 42 month grant period.

Approved as to Purchasing:

Joyce A. McClane, Purchasing Manager

Approved as to Form:

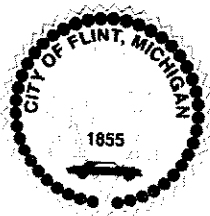
Angela Wheeler, Chief Legal Officer

Monica Galloway, Council President

Approved as to Finance:

Amanda Trujillo, Deputy Finance Director

Clyde D. Edwards, City Administrator



RESOLUTION NO.: _____

PRESENTED: _____

ADOPTED: _____

RESOLUTION STAFF REVIEW

Date: July 21, 2020

Agenda Item Title:

RESOLUTION TO GREATER FLINT HEALTH COALITION FOR HEALTH ASSESSMENTS PROVIDED TO FAMILIES PARTICIPATING IN THE LEAD BASED PAINT HAZARD CONTROL PROGRAM

Prepared by:

Mayor's Office

Background/Summary of Proposed Action:

The purpose of this resolution is to award a contract to Greater Flint Health Coalition for the Lead Based Paint Hazard control program.

Included in this process:

- Perform recruitment outreach to families of children with elevated blood lead levels.
- Determining client needs for enrollment of the program, including pre and post program referrals
- Perform health assessments of program eligible families
- Assist in client enrollment
- Develop a plan of care for client(s) in partnership with appropriate medical provider.

Excluded from this process:

- No known exclusions

Financial Implications:

The \$301,000.00 will be encumbered from the Professional services line in the LBPHC Budget: MILHB0683-18

Budgeted Expenditure: Yes ☒ No ☐

Please explain, if no:

Pre-encumbered: Yes ☒ No ☐

Requisition #: _____

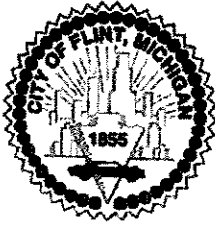
Other Implications: No other implications are known at this time.

Staff Recommendation:

Staff recommends approval of this resolution.

APPROVAL _____

Account Number & Grant Code	Account Name	Amount
296-171.530-801.000 FHUD-LBPHC18	Professional Services	\$301,000.00



RESOLUTION NO.: 200302
PRESENTED: JUL 27 2020
ADOPTED: _____

**RESOLUTION SETTING A PUBLIC HEARING DATE TO CONSIDER THE VACATION
OF ALLEY SOUTH OF LOUISA ST., BETWEEN M.L. KING ST. AND ROOT ST.**

BY THE CITY ADMINISTRATOR:

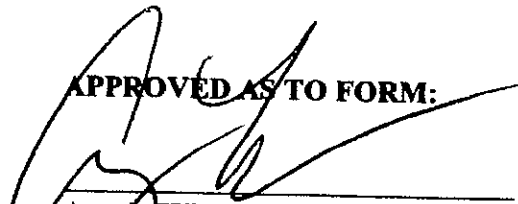
The City of Flint desires to provide due notice to all persons interested as to the time and place of a hearing in respect to the proposed action of this body to vacate the street, alley or public ground known as the alley south of Louisa St., between M.L. King St. and Root St.

Pursuant to the requirements of section 42-25 of the Flint City Code, a public hearing is required so that members of the Flint City Council may meet and hear objections to the proposed vacation and discontinuance of the above-described street, alley or public ground.

IT IS RESOLVED, that a public hearing to consider the vacation of the alley south of Louisa St., between M.L. King St. and Root St., starting where the alley adjoins Louisa St. right-of-way, spanning south, and terminating at the north parcel line of parcel # 40-12-427-020 extended west, shall be held on the _____ day of _____, 2020 at 5:30 p.m., in the City Council Chambers, 3rd Floor, City Hall, 1101 S. Saginaw St., Flint, Michigan.

IT IS FURTHER RESOLVED, that the City Clerk shall cause notice of such hearing to be published in an official paper of general circulation not less than fifteen (15) days prior to said hearing.

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



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 07/21/2020

BID/PROPOSAL# Not Applicable

AGENDA ITEM TITLE: RESOLUTION SETTING A PUBLIC HEARING DATE TO CONSIDER THE VACATION OF ALLEY SOUTH OF LOUISA ST., BETWEEN M.L. KING ST. AND ROOT ST.

PREPARED BY William Vandercook, Planning & Development
(Please type name and Department)

VENDOR NAME: Not Applicable

BACKGROUND/SUMMARY OF PROPOSED ACTION:

To vacate the alley south of Louisa St., between M.L. King St. and Root St., starting where the alley adjoins Louisa St. right-of-way, spanning south, and terminating at the north parcel line of parcel # 40-12-427-020 extended west requires a public hearing. This resolution authorizes Planning & Development to hold such a hearing and sets the date.

FINANCIAL IMPLICATIONS: None

BUDGETED EXPENDITURE? YES NO X IF NO, PLEASE EXPLAIN: Not Applicable

Dept.	Name of Account	Account Number	Grant Code	Amount
		FY19/20 GRAND TOTAL		

PRE-ENCUMBERED? YES NO X REQUISITION NO:

ACCOUNTING APPROVAL: _____ **Date:** _____

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



CITY OF FLINT

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

BUDGET YEAR 1

BUDGET YEAR 2

BUDGET YEAR 3

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

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

DEPARTMENT HEAD SIGNATURE: _____
(Suzanne Wilcox, Planning and Development Director)



RESOLUTION NO.: 200303

PRESENTED: JUL 27 2020

ADOPTED: _____

RESOLUTION APPROVING ISSUANCE OF SEWAGE DISPOSAL SYSTEM REVENUE
BOND AND AUTHORIZING PUBLICATION OF NOTICE

BY THE CITY ADMINISTRATOR:

The Flint City Council adopted a resolution on July ____, 2020 authorizing the issuance of the City's Sewage Disposal System Revenue Bond, issued in one or more series, from time to time, in an aggregate principal amount not to exceed \$40,000,000.

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

Presented:

Adopted:

**CITY OF FLINT
(Genesee County, Michigan)**

RESOLUTION NO. _____

**A RESOLUTION TO AUTHORIZE ISSUANCE OF
SEWAGE DISPOSAL SYSTEM REVENUE BONDS**

Minutes of a regular meeting of the City Council of the City of Flint, Genesee County,
Michigan, held on _____, 2020, at _____ p.m., local time.

PRESENT: _____

ABSENT: _____

The following Resolution was offered by Member _____ and supported
by Member _____:

BOND RESOLUTION

Sewage Disposal System Revenue Bonds, Series 2020

WHEREAS, pursuant to Act 94, Public Acts of Michigan, 1933, as amended (the "Act") the City of Flint, Michigan (the "Issuer") has determined to make improvements to the Issuer's sewage disposal system; and

WHEREAS, pursuant to Resolution No. 190188.1 (the "Project Plan Resolution") adopted by the City Council on June 24, 2019, approval was given to a proposed project plan and program application to the Michigan Department of Environment, Great Lakes and Energy (the "Project Plan") for improvements to the Issuer's sewage disposal system as set forth in such Project Plan; and

WHEREAS, the improvements will enable the Issuer to provide more efficient and better quality public services to the users of the sewage disposal system; and

WHEREAS, the improvements shall be financed in part by the issuance of revenue bonds or other evidences of indebtedness in accordance with the Act in the sum of not to exceed \$40,000,000 for a period of not to exceed forty (40) years (the "Series 2020 Bonds"); and



WHEREAS, the Issuer has applied for funding for the improvements from the State Revolving Fund program (the “SRF Program”), which is a low-interest loan financing program administered by the Michigan Department of Treasury and the Michigan Finance Authority (the “Authority”); and

WHEREAS, the Issuer caused to be published in a local newspaper in general circulation, on July 3, 2020, pursuant to Section 33 of the Act, the “Official Notice to Electors and Taxpayers of the City of Flint and to Users of the City’s Sewage Disposal System of Intent to Issue Revenue Bonds and Right of Referendum Thereon” (the “Notice of Intent”), which described bonds to be issued in one or more series in an aggregate principal amount not-to-exceed \$40,000,000 for the purpose of paying the costs of improvements in the Project Plan; and

WHEREAS, as additional security for payment of the principal of, premium, if any, and interest on the Series 2020 Bonds, the Issuer desires to pledge to the Authority revenue sharing payments that the Issuer is eligible to receive under Act 140, Public Acts of Michigan, 1971, as amended (“Act 140”); and

WHEREAS, the Act permits the Issuer to authorize, within limitations that shall be contained in the authorization resolution, an officer to sell, deliver and receive payment for obligations, and to approve interest rates or methods for fixing interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, optional or mandatory redemption rights, place of delivery and payment, and other matters and procedures necessary to complete an authorized transaction.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Flint, Genesee County, Michigan as follows:

Section 1. DEFINITIONS. Whenever used in this Resolution except when otherwise indicated by context, the following definitions shall apply:

- (a) “Act” means Act 94, Public Acts of Michigan, 1933, as amended.
- (b) “Additional First Lien Bonds” means any additional First Lien bonds issued in the future.



(c) “Additional Junior Lien Bonds” means any additional Junior Lien Bonds issued in the future.

(d) “Adjusted Net Revenues” means for any operating year the Net Revenues to which may be made the following adjustments:

(i) Revenues may be augmented by the amount of any rate increase adopted prior to the issuance of additional Bonds or to be placed into effect before the time principal or interest on the additional Bonds becomes payable from Revenues as applied to quantities of service furnished during the operating year or portion thereof that the increased rates were not in effect.

(ii) Revenues may be augmented by amounts that may be derived from rates and charges to be paid by new customers of the System.

(e) “Authorized Officer” means the Mayor, the Finance Director, the City Administrator, or the Treasurer of the Issuer, or any one or more of them.

(f) “Authority” means the Michigan Finance Authority created by Executive Order 2010-2, which, among other things, transferred to the Michigan Finance Authority the powers, duties, and functions of the Michigan Municipal Bond Authority created and established pursuant to Act 227, Public Acts of Michigan, 1985, as amended.

(g) “Bondholder” or “Bondholders” means the holder or holders of the Bonds.



(h) “Bond Reserve Account” means a subaccount established within the Redemption Account pursuant to Section 16(b)(ii)(B).

(i) “Bonds” means the Series 2020 Bonds and any Additional Junior Lien Bonds and any Additional First Lien Bonds authorized pursuant to this Resolution or any resolution supplemental to this resolution.

(j) “City Council” means the City Council of the City of Flint, Michigan, the legislative and governing body thereof.

(k) “Code” means the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

(l) “Construction Fund” shall mean the construction fund created pursuant to Section 16(a).

(m) “Contract Documents” means the Purchase Contract between the Issuer and the Authority, the Supplemental Agreement by and among the Issuer, the Authority and the State of Michigan acting through the Department of Environmental Quality, and the Issuer’s Certificate for the Series 2020 Bonds, or such other closing documents required by the Authority for the issuance of the Series 2020 Bonds.

(n) “First Lien Bonds” shall mean any bonds or other obligations that may be issued or incurred by the Issuer payable from the Revenues of the System secured by a lien that



is a first lien on the Net Revenues of the System, senior in standing and priority of lien with respect to the Net Revenues to the claim of the Junior Lien Bonds.

(o) “First Lien Redemption Account” means the First Lien Bond and Interest Redemption Account created as a subaccount of the Redemption Account pursuant to Section 16(b)(ii)(A).

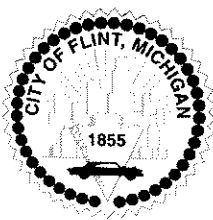
(p) “G. O. Fund” means the General Obligation Debt Fund created pursuant to Section 16(b)(iii).

(q) “Improvements” means the design, acquisition, equipping, and construction of improvements to the System, including, but not limited to, the improvements described in Section 2 with respect to the Series 2020 Bonds, as well as all work necessary and incidental to these improvements.

(r) “Issuer” means the City of Flint, Genesee County, Michigan.

(s) “Junior Lien Bonds” shall mean any bonds or other obligations that may be issued or incurred by the Issuer payable from the Revenues of the System secured by a lien on the Net Revenues of the System that is subordinate to a first lien on the Net Revenues of the System created for the benefit of any First Lien Bonds.

(t) “Junior Lien Redemption Account” shall mean the Junior Lien Bond and Interest Redemption Account created as a subaccount of the Redemption Account pursuant to Section 16(b)(ii)(C).



(u) “Net Revenues” shall have the same meaning as defined in Section 3 of the Act.

(v) “Operation and Maintenance Fund” means the Operation and Maintenance Fund created pursuant to Section 16(b)(i).

(w) “Receiving Fund” shall mean the Sewage Disposal System Receiving Fund created pursuant to Section 16(b).

(x) “Redemption Account” shall mean the Bond and Interest Redemption Account created pursuant to Section 16(b)(ii).

(y) “Resolution” means this Resolution and all amendments hereto.

(z) “Revenues” shall have the same meaning as defined in Section 3 of the Act and shall include all earnings on investment of funds of the System and all other revenues derived from or pledged to operation of the System.

(aa) “Series 2020 Bonds” means the Issuer’s the sewage disposal system revenue bonds issued pursuant to this resolution, which shall be designated as determined by the Authorized Officer.

(bb) “System” means the Issuer’s complete sewage disposal system, both inside and outside the Issuer, including all collection and treatment facilities for sanitary sewer and all appurtenances thereto now owned by the Issuer and those acquired pursuant to this Resolution and all extensions and improvements thereto hereafter made.



Section 2. NECESSITY, PUBLIC PURPOSE. It is hereby determined to be necessary for the public health, safety and welfare of the Issuer to acquire, construct, furnish and equip improvements to the Issuer's existing System, including water pollution control facilities, pump station improvements, aeration process modifications and improvements, disinfection retrofit, grit removal, influent box, sewer bypass, and sludge dewatering improvements, together with all related appurtenances and attachments thereto as described in the Issuer's Project Plan (the "Improvements") in accordance with the maps, plans and specifications therefor prepared by the Issuer's engineers, Tetra Tech, Wade Trim and Hubble, Roth, and Clark, HRC and DLZ Inc., and issue the Series 2020 Bonds pursuant to the Act to finance the acquisition, construction, furnishing and equipping of the Improvements.

Section 3. ESTIMATED COST; PERIOD OF USEFULNESS. The cost of the Improvements has been estimated by the engineers not to exceed \$34,226,000, including the payment of legal, engineering, financial and other expenses, which estimate of cost is approved and confirmed, and the period of usefulness of the Improvements is estimated to be greater than forty (40) years.

Section 4. ISSUANCE OF BONDS. To pay a portion of the cost of designing, acquiring, and constructing the Improvements and to pay the legal and financial expenses and all other expenses incidental to the issuance of the Series 2020 Bonds, the Issuer shall borrow the sum of not to exceed \$40,000,000 and issue its revenue bonds pursuant to the provisions of the



Act. The Series 2020 Bonds shall be issued in the aggregate principal sum of not to exceed \$40,000,000 as finally determined by the Authorized Officer at the time of sale, or such lesser amount thereof as shall have been advanced to the Issuer pursuant to the Contract Documents. The remaining cost of the Improvements, if any, shall be paid by the Issuer from federal or state grants, federal or state funds provided to the Issuer and/or from funds on hand and legally available to the Issuer for such use.

During the time funds are being drawn down by the Issuer under the Series 2020 Bonds, the Authority will periodically provide the Issuer a statement showing the amount of principal that has been advanced and the date of each advance, which statement shall constitute prima facie evidence of the reported information; provided that no failure on the part of the Authority to provide such a statement or to reflect a disbursement or the correct amount of a disbursement shall relieve the Issuer of its obligation to repay the outstanding principal amount actually advanced and not forgiven, all accrued interest thereon, and any other amount payable with respect thereto in accordance with the terms of the Series 2020 Bonds.

Section 5. SERIES 2020 BOND TERMS. The Series 2020 Bonds shall be issued as one fully registered manuscript bond, shall be sold and delivered to the Authority in any denomination. The Series 2020 Bonds shall be dated the date of delivery to the Authority, or such other date approved by the Authorized Officer, and shall be payable on the dates determined by the Authorized Officer at the time of sale provided the final maturity shall be no



later than thirty years after the date of issuance. The Series 2020 Bonds shall bear interest at a rate of not to exceed 3.000% per annum as determined by the Authorized Officer, payable semiannually on the dates determined by the Authorized Officer at the time of sale.

Notwithstanding the above, the final amount of any maturity and terms of the Series 2020 Bonds shall be as provided in the Contract Documents and will be finally determined by the Authorized Officer.

Section 6. PAYMENT OF BONDS; PLEDGE OF NET REVENUES. Principal of and interest on the Bonds shall be payable in lawful money of the United States of America to the person appearing on the Bond registration books as the registered owner thereof. Payment of principal on the Bonds shall be made at the principal office of the Paying Agent, upon surrender of the Bonds. Payment of interest on the Bonds shall be paid to the registered owner at the address as it appears on the registration books. The principal of and interest on the Bonds shall be payable from the Net Revenues derived from the operation of the System, including future improvements, enlargements and extensions thereof, after provision has been made for the payment of expenses of administration, operation and maintenance thereof. The Net Revenues of the System, including future enlargements, improvements, and extensions thereto, are hereby pledged to the payment of the principal of and interest on the Bonds. To secure the payment of the principal of and interest on the Bonds, a statutory lien is created pursuant to the Act to and in favor of the Bondholders of the Bonds upon the Net Revenues of the System, including future



enlargements, improvements, and extensions thereof. The statutory lien on the Net Revenues securing any First Lien Bonds shall be a first lien as provided in the Act and shall at all times and in all respects be and remain superior to the lien on the Net Revenues securing any Junior Lien Bonds. The Net Revenues so pledged shall be and remain subject to such lien until the payment in full of the principal of and interest on the Bonds or until Bonds are defeased as provided in Section 23.

The Authorized Officer is hereby authorized and directed to determine in an order signed by the Authorized Officer upon or prior to the delivery of the Series 2020 Bonds whether the Series 2020 Bonds are First Lien Bonds or Junior Lien Bonds, both as defined and characterized herein.

The Series 2020 Bonds, including both principal and interest thereon, shall not be a general obligation of the Issuer and shall not constitute an indebtedness of the Issuer for the purpose of any debt limitations imposed by any constitutional or statutory provisions.

Section 7. PRIOR REDEMPTION. The Series 2020 Bonds issued and sold to the Authority shall be subject to redemption prior to maturity by the Issuer only with the prior written consent of the Authority and on such terms as may be required by the Authority.

Section 8. PAYING AGENT AND REGISTRATION.

(a) Appointment of Paying Agent. From time to time the Authorized Officer shall designate and appoint a Paying Agent, which shall also act as transfer agent and bond



registrar. The initial Paying Agent shall be the Treasurer of the Issuer. In the event of a change in the Paying Agent, notice shall be given in writing, by certified mail, to each Registered Owner not less than sixty (60) days prior to the next interest payment date. The Paying Agent shall keep the official books for the recordation of the Registered Owners of the Bonds.

(b) Registration of Bonds. Registration of the Bonds shall be recorded in the registration books of the Issuer to be kept by a Paying Agent. Bonds may be transferred only by submitting the same, together with a satisfactory instrument of transfer signed by the Registered Owner or the Registered Owner's legal representative duly authorized in writing, to the Paying Agent, after which a new Bond or Bonds shall be issued by the Paying Agent to the transferee (new registered owner) in any denomination, in the same aggregate principal amount as the Bond submitted for transfer. No transfer of Bonds shall be valid unless and until recorded on the bond registration books in accordance with the foregoing. The person in whose name any Bond is registered may for all purposes, notwithstanding any notice to the contrary, be deemed and treated by the Issuer and the Paying Agent as the absolute owner thereof, and any payment of principal and interest on any Bond to the Registered Owner thereof shall constitute a valid discharge of the Issuer's liability upon such Bond to the extent of such payment. No Bond shall be transferred less than fifteen (15) days prior to an interest payment date nor after the Bond has been called for redemption.



(c) Authority's Depository. Notwithstanding any other provision of this Resolution or the Series 2020 Bonds, so long as the Authority is the owner of the 2020 Bonds, (a) the Series 2020 Bonds are payable as to principal, premium, if any, and interest at The Bank of New York Mellon Trust Company, N. A., or at such other place as shall be designated in writing to the Issuer by the Authority (the "Authority's Depository"); (b) the Issuer agrees that it will deposit with the Authority's Depository payments of the principal of, premium, if any, and interest on the Series 2020 Bonds in immediately available funds by 12:00 p.m. (noon) at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise; in the event that the Authority's Depository has not received the Issuer's deposit by 12:00 p.m. (noon) on the scheduled day, the Issuer shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment; and (c) written notice of any redemption of the Series 2020 Bonds shall be given by the Issuer and received by the Authority's Depository at least 40 days prior to the date on which such redemption is to be made.

Section 9. SALE OF BONDS. The Series 2020 Bonds shall be sold to the Authority. The Issuer determines that a negotiated sale to the Authority is in the best interest of the Issuer because the terms offered by the Authority are more favorable than those available from other sources of funding.



Section 10. BOND FORM. The Series 2020 Bonds shall be in substantially the following form with such completions, changes and additions as may be required by the Authority or as recommended by the Issuer's Bond Counsel and approved by the officers of the Issuer signing the Series 2020 Bonds:



UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF GENESEE

_____ OF _____

SEWAGE DISPOSAL SYSTEM _____ LIEN REVENUE BONDS, SERIES 2020

Interest Rate

Maturity Date

Date of Original Issue

See Schedule I

_____, 2020

Registered Owner: Michigan Finance Authority

Principal Amount:

The City of Flint, Genesee County, Michigan (the "Issuer"), acknowledges itself indebted and, for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, out of the net revenues of the Sewage Disposal System of the Issuer (the "System"), including all appurtenances, additions, extensions and improvements thereto after provision has been made for reasonable and necessary expenses of operation, maintenance and administration of the System (the "Net Revenues"), the amounts and on the Dates of Maturity set forth on Schedule I herein, together with interest thereon from the dates of receipt of such funds, or such later date to which interest has been paid, at the Interest Rate per annum specified above, first payable on _____ 1, 20__, and semiannually thereafter on the first day of April and October of each year, except as the provisions hereinafter set forth with respect to redemption of this Bond prior to maturity may become applicable hereto.

The Issuer promises to pay to the Michigan Finance Authority (the "Authority") the principal amount of this Bond or so much thereof as shall have been advanced to the Issuer pursuant to a Purchase Contract between the Issuer and the Authority and a Supplemental Agreement by and among the Issuer, the Authority and the State of Michigan acting through the Department of Environmental Quality.



During the time funds are being drawn down by the Issuer under this Bond, the Authority will periodically provide the Issuer a statement showing the amount of principal that has been advanced and the date of each advance, which statement shall constitute prima facie evidence of the reported information; provided that no failure on the part of the Authority to provide such a statement or to reflect a disbursement or the correct amount of a disbursement shall relieve the Issuer of its obligation to repay the outstanding principal amount actually advanced, all accrued interest thereon, and any other amount payable with respect thereto in accordance with the terms of this Bond.

Notwithstanding any other provision of this Bond, so long as the Authority is the owner of this Bond, (a) this Bond is payable as to principal, premium, if any, and interest at The Bank of New York Mellon Trust Company, N. A., or at such other place as shall be designated in writing to the Issuer by the Authority (the "Authority's Depository"); (b) the Issuer agrees that it will deposit with the Authority's Depository payments of the principal of, premium, if any, and interest on this Bond in immediately available funds by 12:00 p.m. (noon) at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise; in the event that the Authority's Depository has not received the Issuer's deposit by 12:00 p.m. (noon) on the scheduled day, the Issuer shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment; and (c) written notice of any redemption of this Bond shall be given by the Issuer and received by the Authority's Depository at least 40 days prior to the date on which such redemption is to be made.

This Bond, being one fully registered manuscript bond, is issued in accordance with the provisions of Act 94, Public Acts of Michigan, 1933, as amended and a resolution adopted by the City Council of the Issuer on ____, 2020 (the "Resolution"), for the purpose of paying the cost of acquiring and constructing improvements to the System. This Bond is a self-liquidating Bond, and is not a general obligation of the Issuer within any constitutional, statutory or charter limitation, but is payable, both as to principal and interest, solely from the Net Revenues of the System. The principal of and interest on this Bond are secured by a statutory lien on the Net Revenues.

The Issuer hereby covenants and agrees to fix, and maintain at all times while any of the Bonds shall be outstanding, such rates for service furnished by the System as shall be sufficient to provide for payment of the principal of and interest upon all such Bonds as and when the same become due and payable, to maintain a bond and interest redemption account and to provide for the payment of expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the same in good repair and working order, and to



provide for such other expenditures and funds for the System as are required by the Resolution. [If bond issued as Junior Lien Bond: The statutory liens securing any First Lien Bonds (as defined in the Resolution) issued by the Issuer will be first liens that are and shall remain superior to the lien on the Net Revenues securing this Bond and any and any Additional Junior Lien Bonds (as defined in the Resolution). The Bonds of this series shall have equal standing with any Additional Junior Lien Bonds that may be issued pursuant to the Resolution, and additional bonds of superior standing to the bonds of this series may be issued pursuant to the Resolution. .] [If bond issued as First Lien Bond: The Bonds of this series shall have equal standing with the Issuer's First Lien Bonds (as defined in the Resolution) that may be issued pursuant to the Resolution and the lien securing this Bond is superior to the lien on the Net Revenues securing Junior Lien Bonds (as defined in the Resolution) that may be issued pursuant to the Resolution.] For a complete statement of the revenues from which, and the conditions under which, this Bond is payable, a statement of the conditions under which additional bonds of equal or superior standing may hereafter be issued, and the general covenants and provisions pursuant to which this Bond is issued, reference is made to the Resolution.

Bonds of this series may be subject to redemption prior to maturity by the Issuer only with the prior written consent of the Authority and on such terms as may be required by the Authority.

In the event of a default in the payment of principal or interest hereon when due, whether at maturity, by redemption or otherwise, the amount of such default shall bear interest (the "additional interest") at a rate equal to the rate of interest that is two percent above the Authority's cost of providing funds (as determined by the Authority) to make payment on the bonds of the Authority issued to provide funds to purchase this Bond but in no event in excess of the maximum rate of interest permitted by law. The additional interest shall continue to accrue until the Authority has been fully reimbursed for all costs incurred by the Authority (as determined by the Authority) as a consequence of the Issuer's default. Such additional interest shall be payable on the interest payment date following demand of the Authority. In the event that (for reasons other than the default in the payment of any municipal obligation purchased by the Authority) the investment of amounts in the reserve account established by the Authority for the bonds of the Authority issued to provided funds to purchase this Bond fails to provide sufficient available funds (together with any other funds that may be made available for such purpose) to pay the interest on outstanding bonds of the Authority issued to fund such account, the Issuer shall and hereby agrees to pay on demand only the Issuer's pro rata share (as determined by the Authority) of such deficiency as additional interest on this Bond.



It is hereby certified and recited that all acts, conditions and things required by law, precedent to and in the issuance of this Bond, exist and have been done and performed in regular and due time and form as required by law and that the total indebtedness of the Issuer including this Bond, does not exceed any charter, constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Flint, Genesee County, Michigan, by its City Council, has caused this Bond to be signed, by the manual or facsimile signatures of its Mayor and its City Clerk, all as of the _____ day of _____, 20__.

By: _____
Mayor

(Seal)
Countersigned:

By: _____
City Clerk

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____

(please print or type social security number or taxpayer identification number and name and address of transferee)
the within bond and all rights thereunder, and does hereby irrevocably constitute and appoint
_____ attorney to transfer the within bond on the books kept
for registration thereof, with full power of substitution in the premises.

Dated: _____, 20__

Notice: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of his/her capacity to act must accompany the bond.

In the presence of: _____

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guaranty program.

Signature Guaranteed: _____



Name of Issuer **CITY OF FLINT**
DEQ Project No:
DEQ Approved Amount:

SCHEDULE I

Based on the schedule provided below, unless revised as provided in this paragraph, repayment of principal of the Bond shall be made until the full amount advanced to the Issuer is repaid. In the event the Order of Approval issued by the Department of Environmental Quality (the "Order") approves a principal amount of assistance less than the amount of the Bond delivered to the Authority, the Authority shall only disburse principal up to the amount stated in the Order. In the event (1) that the payment schedule approved by the Issuer and described below provides for payment of a total principal amount greater than the amount of assistance approved by the Order or (2) that less than the principal amount of assistance approved by the Order is disbursed to the Issuer by the Authority, the Authority shall prepare a new payment schedule that shall be effective upon receipt by the Issuer.

<u>Due Date</u>	<u>Amount of Principal Installment Due</u>
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Interest on the Bond shall accrue on that portion of principal disbursed by the Authority to the Issuer from the date principal is disbursed, until paid, at the rate of ____% per annum, payable _____ 1, 20__, and semiannually thereafter.



The Issuer agrees that it will deposit with The Bank of New York Mellon Trust Company, N. A., or at such other place as shall be designated in writing to the Issuer by the Authority (the "Authority's Depository") payments of the principal of, premium, if any, and interest on this Bond in immediately available funds by 12:00 p.m. (noon) at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise. In the event that the Authority's Depository has not received the Issuer's deposit by 12:00 p.m. (noon) on the scheduled day, the Issuer shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment.

[END OF BOND FORM]

Section 11. AUTHORIZED OFFICER. The Authorized Officer is hereby designated, for and on behalf of the Issuer, to do all acts and to take all necessary steps required to effectuate the sale, issuance and delivery of the Series 2020 Bonds to the Authority. The Authorized Officer is hereby authorized to execute and deliver the Contract Documents in substantially the form on file with the Clerk, with such changes, additions and completions as are approved by the Authorized Officer. The Issuer hereby approves the Contract Documents in the form presented at this meeting with such changes as are approved by the Authorized Officer. Notwithstanding any other provision of this Resolution, the Authorized Officer is authorized within the limitations of this Resolution to determine the specific interest rate or rates to be borne by the bonds, not exceeding 2.25%% per annum, the principal amount, interest payment dates, dates of maturities, and amount of maturities, redemption rights, the title of the Series 2020 Bonds, date of issuance, the amount of the rate covenant in Section 19 and additional bonds test in Section 22, whether the Bonds are issued as First Lien Bonds or Junior Lien Bonds, and other terms and conditions relating to the Series 2020 Bonds and the sale thereof provided, however, the last annual principal installment shall not be more than thirty years from the date of issuance of the Series



2020 Bonds. The Authorized Officer's approval of the terms shall be evidenced by his or her signature on the document or agreement stating such terms. The Authorized Officer is hereby authorized for and on behalf of the Issuer, without further City Council approval, to do all acts and take all necessary steps required to effectuate the sale, issuance, and delivery of the Series 2020 Bonds. The Authorized Officer is authorized to execute any orders, receipts, agreements, pledge agreements, documents or certificates necessary to complete the transaction, including, but not limited to, any issuers certificate, any certificates relating to federal or state securities laws, rules or regulations, and any revenue sharing pledge agreement. The Issuer hereby approves the Revenue Sharing Pledge Agreement in substantially the form presented to this meeting, with such changes as are approved by the Authorized Officer, and authorizes the Authorized Officer to execute and deliver the Revenue Sharing Pledge Agreement to the Authority if such action is recommended by the Issuer's financial advisor. The Authorized Officer is authorized to execute and file any applications to the Michigan Department of Treasury, including an Application for State Treasurer's Approval to Issue Long-Term Securities and any other applications to the Michigan Department of Treasury and to seek any waivers from the Michigan Department of Treasury.

Section 12. EXECUTION OF BONDS. The Series 2020 Bonds shall be executed in the name of the Issuer by the manual or facsimile signatures of The Mayor and the Clerk of the Issuer and authenticated by the manual signature of the bond registrar and paying agent, and the



seal of the Issuer (or a facsimile thereof) shall be impressed or imprinted on the Series 2020 Bonds, either manually or by facsimile. Upon execution, the Series 2020 Bonds shall be delivered to the purchaser thereof.

Section 13. RIGHTS OF BONDHOLDERS. The Bondholders representing in the aggregate not less than twenty percent (20%) of the entire amount of Bonds then outstanding may protect and enforce the statutory lien, either at law or in equity, by suit, action, mandamus, or other proceedings, and enforce and compel the performance of all duties of the officials of the Issuer, including the fixing of sufficient rates, the collection of revenues, the proper segregation of revenues and the proper application thereof; provided, however, that such statutory lien shall not be construed to give any Registered Owner of any Bond authority to compel the sale of the System, the revenues of which are pledged thereto.

If there is any default in the payment of the principal of or interest on any of the Bonds, any court having jurisdiction in any proper action may appoint a receiver to administer and operate the System on behalf of the Issuer and under the direction of such court, and by and with the approval of such court, to fix and charge rates and collect revenues sufficient to provide for the payment of any Bonds or other obligations outstanding against the revenues of the System and for the payment of the expenses of operating and maintaining the System and to apply the income and revenues of the System in conformity with the Act and this Resolution.

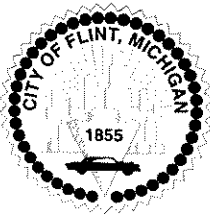


The owners or Bondholders, from time to time, of the Bonds, shall have all the rights and remedies given by law, and particularly by the Act, for the collection and enforcement of the Bonds and the security therefor.

Section 14. MANAGEMENT OF SYSTEM. Except as provided in this Resolution, the construction, alteration, repair and management of the System shall be under the supervision and control of the City Council. The Issuer may employ such persons in such capacities as it deems advisable to carry on the efficient management and operation of the System. The City Council may make such rules, orders and regulations as it deems advisable and necessary to assure the efficient management and operation of the System.

Section 15. SUPERVISED BANK ACCOUNTS. The Director of Finance of the Issuer shall be custodian of all funds belonging to and/or associated with the System and such funds shall be deposited in a bank or banks, each of which has unimpaired capital and surplus of at least \$2,000,000, or which are each a member of the Federal Deposit Insurance Corporation.

Section 16. FUNDS AND ACCOUNTS. The Director of Finance is hereby directed to create and maintain the following funds, which shall be designated as follows, into which the Bond proceeds and the revenues and income from the System shall be deposited, which funds and accounts shall be established and maintained, except as otherwise provided, so long as any of the Bonds hereby authorized remain unpaid.



(a) CONSTRUCTION FUND. The proceeds of the Series 2020 Bonds shall be deposited in the Construction Fund. Such moneys shall be used solely for the purpose for which the Series 2020 Bonds were issued. Any unexpected balance in the Construction Fund remaining after completion of the Improvements may be used for such purposes as allowed by law. After completion of the Improvements and disposition of remaining Series 2020 Bond proceeds, if any, pursuant to the provisions of this Section, the Construction Fund shall be closed.

(b) RECEIVING FUND. The gross income and revenue of the System shall be set aside into the Receiving Fund. The moneys so deposited are pledged for the purpose of the following funds and accounts and shall be expended and used only in the manner and order as follows:

(i) Operation and Maintenance Fund. The Issuer shall create and maintain the Operation and Maintenance Fund. Prior to the beginning of each fiscal year, the City Council shall prepare an annual budget of the System for the ensuing fiscal year. Out of the revenues in the Receiving Fund, there shall be set aside, quarterly and deposited into the Operation and Maintenance Fund a sum sufficient to pay the reasonable and necessary current expenses of administering, operating and maintaining the System for the ensuing three months.

(ii) Redemption Account. The Issuer shall create and maintain the Redemption Account.



(A) First Lien Redemption Account. The First Lien Redemption Account shall be established as a subaccount within the Redemption Account to be used solely for the purpose of paying the principal of and interest on First Lien Bonds. After the transfers required above, there shall first be transferred quarterly from the Receiving Fund, and deposited in the First Lien Redemption Account, for payment of principal of and interest on the First Lien Bonds, a sum equal to at least one-half (1/2) of the amount of interest due on First Lien Bonds on the next ensuing interest payment dates plus not less than one-fourth (1/4) of the principal maturing on First Lien Bonds on the next ensuing principal payment dates in each year. The moneys in the First Lien Redemption Account shall be accounted for separately.

(B) Bond Reserve Account. The Bond Reserve Account shall also be established as a subaccount of the Redemption Account. Upon the issuance of any First Lien Bonds, the Issuer shall deposit into the Bond Reserve Account such amounts determined by the Issuer in the resolution authorizing such First Lien Bonds, to be used as provided in the resolution authorizing their issuance. No deposit to the Bond Reserve Account shall be required for the Series 2020 Bonds.

(C) Junior Lien Redemption Account. The Junior Lien Redemption Account shall also be established as a subaccount within the Redemption Account to be used solely for the purpose of paying the principal of and interest on the Junior Lien Bonds. After the transfers required above, there shall be transferred quarterly from the Receiving Fund,



and deposited in the Junior Lien Redemption Account for payment of principal of and interest on the Junior Lien Bonds, a sum equal to at least one-half (1/2) of the amount of interest on Junior Lien Bonds due on the next ensuing interest payment dates plus not less than one-fourth (1/4) of the principal maturing on Junior Lien Bonds on the next ensuing principal payment dates in each year. The monies in the Junior Lien Redemption Account shall be accounted for separately.

(D) Additional Deposits. If for any reason there is a failure to make a required deposit to any of the subaccounts of the Redemption Fund or for any reason there is a deficiency in any of the subaccounts, then an amount equal to the deficiency shall be set aside and deposited in the subaccount from the Net Revenues in the next succeeding period, which amount shall be in addition to the regular deposit required during such succeeding period.

No further payments need be made into a subaccount of the Redemption Fund after the amount accumulated and held in the subaccount is sufficient to pay when due the entire amount of principal and interest that will be payable at the time of maturity or at an earlier redemption date of all the Bonds then remaining outstanding that are payable from the subaccount, or for Bonds that have been defeased as provided in Section 23.

(iii) General Obligation Debt Fund. The G. O. Fund is hereby established. After meeting the requirement of the foregoing funds, there may be transferred quarterly from remaining revenues in the Receiving Fund, or from other available monies, and deposited in the G. O. Fund, such sums as the City Council in its sole discretion determines to be



desirable to pay debt service on presently existing or future general obligation bond issues of the Issuer or general obligation contractual obligations of the Issuer incurred or to be incurred for System purposes. This section shall not be construed to create a lien on the Net Revenues in favor of any obligations the debt service on which may be paid from the G. O. Fund from time to time.

(iv) Improvement and Repair Fund. The Issuer hereby establishes the Improvement and Repair Fund, into which there shall be placed, after meeting the requirements of the subsections set forth above, such sums as the City Council shall determine to be used by the Issuer for the purpose of acquiring and constructing improvements, additions and extensions to the System and for making repairs and replacements to the System.

(v) Surplus Moneys. All moneys remaining in the Receiving Fund at the end of any operating year after satisfying the above requirements may be transferred to the Redemption Account and its subaccounts and used as authorized in this Resolution or, at the option of the Issuer, transferred to the G. O. Fund or the Improvement and Repair Fund and used for the purposes for which said funds were established. Provided, however, that if there should be a deficit in the Operation and Maintenance Fund, and any subaccount of the Redemption Account, a bond reserve account or the G. O. Fund on account of defaults in setting aside therein the amounts required in this Resolution, or a future resolution, then the Issuer shall transfer the moneys remaining in the Receiving Fund at the end of any operating year to such funds in the



priority and order named, to the extent of such deficits. Available surplus moneys may be used to retire any outstanding obligations of the Issuer incurred for construction, expansion or addition to the System, including additional bonds, the issuance of which is authorized by this Resolution, or if no other disposition has been provided for, such moneys may be used for such other purposes of the System as the City Council may deem to be for the best interest of the Issuer.

(vi) Priority of Accounts. In the event the monies in the Receiving Fund are insufficient to provide for the current requirements of the Operation and Maintenance Fund or any subaccounts of the Redemption Account, any monies or securities in other funds of the System, except the Construction Fund, shall be credited or transferred, first, to the Operation and Maintenance Fund, second to the First Lien Redemption Account, third to a bond reserve account and fourth to the Junior Lien Redemption Account, to the extent of any deficit therein.

Section 17. INVESTMENT OF FUNDS. Moneys in the funds and accounts established herein may be invested by the Issuer in bonds, notes, bills and certificates of, or guaranteed by, the United States of America, or in interest bearing time deposits or other investments as shall be determined by the Issuer, subject to the provisions of Act 20, Public Acts of Michigan, 1943, as amended, or any statute subsequently adopted regulating investments by the Issuer, and subject to the limitations imposed by arbitrage regulations and Section 148 of the Code. Profit realized or interest income earned on investment of funds in the various funds and accounts shall be deposited in or credited as received to the Receiving Fund.



Section 18. DEPOSITORY AND FUNDS ON HAND. Monies in the several funds and accounts maintained pursuant to this Resolution, except monies in the Construction Fund and Redemption Account, which must be kept in a separate account, may be kept in one or more accounts at financial institutions designated by resolution of the Issuer, and if kept in one account, the monies shall be allocated on the books and records of the Issuer in the manner and at the times provided in this Resolution.

Section 19. RATES AND CHARGES. Rates shall be fixed and revised from time to time by the City Council so as to produce amounts that are sufficient to pay the expenses of administration and the costs of operation and maintenance of the System, to provide an amount of revenues adequate for the payment of principal of and interest on the Bonds, reserve, replacement and improvement requirements, if any, and to otherwise comply with all requirements and covenants provided herein; and such that are reasonably expected to yield annual Net Revenues of the System, in the current fiscal year equal to at least 100% of the average annual principal and interest thereafter maturing in any fiscal year on the then outstanding First Lien Bonds and equal to at least 100% of the average annual principal and interest thereafter maturing in any fiscal year on the then outstanding Junior Lien Bonds; and promptly upon any material change in the circumstances which were not contemplated at the time such rates and charges were most recently reviewed, but not less frequently than once in each fiscal year, review the rates and charges for its services and promptly revise such rates and



charges as necessary to comply with the foregoing requirement. The rates and charges for all services and facilities rendered by the System shall be reasonable and just, taking into consideration the costs and value of the System, the cost of maintaining, repairing, and operating the System, and the amounts necessary for the retirement of all Bonds and interest accruing on all Bonds, and there shall be charged such rates and charges as shall be adequate to meet the requirement of this and the preceding sections.

Section 20. NO FREE SERVICE. No free service shall be furnished by the System to the Issuer or to any individual, firm or corporation, public or private, or to any agency or instrumentality.

Section 21. REVENUE BOND COVENANTS. The Issuer covenants and agrees, so long as any of the Bonds hereby authorized remain unpaid, as follows:

(a) It will punctually perform all duties with reference to the System and comply with applicable State laws and regulations and continually operate and maintain the System in good condition.

(b) It will not sell, lease, mortgage or in any manner dispose of the System, or any substantial part of it, until all Bonds payable from the revenues of the System shall have been paid in full or provision has been made for the payment of such Bonds.

(c) It will cause an annual review of rates and charges to be made and based thereon will adjust such rates and charges to provide the amounts required by this Resolution.



(d) It will maintain complete books and records relating to the operation of the System and its financial affairs, will cause such books and records to be audited annually at the end of each fiscal year and an audit report prepared, and will furnish a Bondholder a copy of such report upon written request.

(e) It will prepare, keep and file such records, statements and accounts as may be required by law and that, if required by law, it will file a report with the Michigan Department of Treasury, not later than one hundred and eighty (180) days after the close of the fiscal year, on forms prepared by the Department of Treasury, completely setting forth the financial operation for such fiscal year of the System in accordance with the accounting method of the municipality.

(f) It will maintain and carry insurance on all physical properties of the System, for the benefit of the Bondholders, of the kinds and in the amounts normally carried by municipalities engaged in the operation of similar systems. All moneys received for losses under any such insurance policies shall be applied solely to the replacement and restoration of the property damaged or destroyed, and to the extent not so used, shall be used for the purpose of calling Bonds.

(g) It hereby pledges, from other funds of the Issuer available for such purpose, such moneys as may be necessary on an annual basis to maintain the requirements of the following Section for the issuance of additional bonds.



Section 22. ADDITIONAL BONDS. Additional First Lien Bonds of equal standing and priority with any outstanding First Lien Bonds may be issued for repair, replacement, improvement or extension of the System, and to refund all or a portion of Bonds and paying the costs of issuing the Additional First Lien Bonds, but only if the average Adjusted Net Revenues for the last two completed operating years, or the Adjusted Net Revenues for the last completed operating year if the same shall be lower than the average, shall be equal to at least 100% of the average annual principal and interest thereafter maturing in any operating year on the then outstanding First Lien Bonds and the Additional First Lien Bonds then being issued. In addition, Additional First Lien Bonds of equal standing and priority with any outstanding First Lien Bonds may be issued to refund all or a portion of outstanding First Lien Bonds if the refunding would provide a net present value debt service savings to the Issuer. If the Additional First Lien Bonds are to be issued in whole or in part for refunding outstanding Bonds, the annual principal and interest requirements shall be determined by deducting from the principal and interest requirements for each operating year the annual principal and interest requirements of any Bonds to be refunded from the proceeds of the Additional First Lien Bonds. Junior Lien Bonds may be issued in the discretion of the Issuer.

Any additional Bonds shall be subject to the various funds herein established, and all revenue from any such extension or replacement constructed by the proceeds of any additional Bonds shall be paid into the Receiving Fund.



Section 23. DEFEASANCE. In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier optional or mandatory redemption, the principal of, premium, if any, and interest on any of the Bonds, shall be deposited in trust, this Resolution shall be defeased with respect to such Bonds (the “Defeased Bonds”), and the owners of the Defeased Bonds shall have no further rights under this Resolution except to receive payment of the principal of, premium, if any, and interest on the bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange bonds as provided herein. Defeased Bonds shall be treated as if they have been redeemed for all purposes under this Resolution.

Section 24. REVENUE SHARING PLEDGE. The Issuer hereby authorizes the pledge and assignment to the full extent permitted by Act 140 and Act 227 to the Authority as purchaser of the Series 2020 Bonds all of the payments that the Issuer is eligible to receive under Act 140 as additional security for the payment of the principal of, premium, if any, and interest on the Series 2020 Bonds. Such pledge and assignment shall be evidenced by the Revenue Sharing Pledge Agreement.

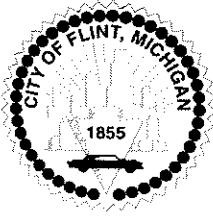
Section 25. FISCAL YEAR OF SYSTEM. The fiscal year for operating the System shall coincide with the fiscal year of the Issuer.



Section 26. CONTRACT WITH BONDHOLDERS. The provisions of this Resolution shall constitute a contract between the Issuer and the Bondholders from time to time, and after the issuance of any of such Bonds, no change, variation or alteration of the provisions of this Resolution may be made that would lessen the security for the Bonds. The provisions of this Resolution shall be enforceable by appropriate proceedings taken by such Bondholder, either at law or in equity.

Section 27. TAX COVENANTS. The Issuer has consulted with its attorney and understands that the Code contains certain requirements on (i) the expenditure of proceeds from the sale of the Series 2020 Bonds, (ii) the investment of the proceeds from the issuance of the Series 2020 Bonds and (iii) the rebate of interest earned on the investment of the proceeds of the Series 2020 Bonds under certain circumstances. The Issuer hereby covenants to comply with such requirements.

The Issuer covenants to comply with all requirements of the Code necessary to assure that the interest on the Series 1999 Bonds will be and will remain excludable from gross income for federal income tax purposes. The Mayor, the Clerk, the Treasurer, the City Administrator, the Director of Finance and other appropriate officials of the Issuer are authorized to do all things necessary to assure that the interest on the Series 2020 Bonds will be and will remain excludable from gross income for federal income tax purposes.



Section 28. PUBLICATION AND RECORDATION. This Resolution shall be published once in full in a newspaper of general circulation in the Issuer qualified under state law to publish legal notices, and the same shall be recorded in the records of the Issuer and such recording authenticated by the signature of the Issuer Clerk.

Section 29. RESOLUTION SUBJECT TO MICHIGAN LAW. The provisions of this Resolution are subject to the laws of the State of Michigan.

Section 30. SECTION HEADINGS. The section headings in this Resolution are furnished for convenience of reference only and shall not be considered to be a part of this Resolution.

Section 31. SEVERABILITY. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution.

Section 32. CONFLICT. All Resolutions or parts thereof, insofar as the same may be in conflict herewith, are hereby repealed to the extent of the conflict; provided, that the foregoing shall not operate to repeal any provision thereof, the repeal of which would impair the obligation on the Bonds.



Section 33. EFFECTIVE DATE OF RESOLUTION. Pursuant to Section 6 of the Act, this Resolution shall be approved on the date of first reading and this Resolution shall be effective immediately upon its adoption.

YEAS: _____

NAYS: _____

ABSENT: _____

RESOLUTION DECLARED ADOPTED.



CERTIFICATION

I, Inez M. Brown, the duly qualified and acting City Clerk of the City of Flint, Genesee County, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Flint City Council at a regular meeting held on July_____, 2020, and that notice of said meeting was given pursuant to Act No. 267, Public Acts of Michigan, 1976, as amended.

IN WITNESS WHEREOF, I further hereunto affixed my signature this _____ day of July _____, 2020.

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 67th 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 67th 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

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.

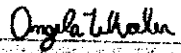
Sec. 2. This ordinance shall become effective immediately upon publication.

Adopted this _____ day of

_____, 2020 A.D.

Sheldon A. Neeley, Mayor

APPROVED AS TO FORM:



Angela Wheeler, Chief Legal Officer

Angela Wheeler, Chief Legal Officer



Orchard Lane PILOT vs. Tax Comparisons

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

DIFFERENCE BETWEEN PILOT AND TAXES: \$39,959.50 per year

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

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

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



CITY OF FLINT

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

PURPOSE

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

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

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

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 2nd and 4th Mondays of each month.

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

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

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

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

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

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

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

APPLICATION REQUIREMENTS

1) Completed Application Form

2) Narrative:

a. Background information:

i. Development experience of team

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

ii. Describe the corporate partnership structure

Please see attached proposed organization chart.

b. Describe the proposed Project (include the following sections): We are requesting a 4th FLOOR. 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 (Bellefleur Highway and Flushing Road) and many business, employment, and recreation amenities and will provide a beneficial long term economic impact to local businesses in the immediate area and greater Flint. Additionally, the project will likely utilize jobs for property 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 foster 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 40-11-308-001, 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. NINES 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 \$280,500.00.

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

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

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

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

h. Provide housing market data to show demand.

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

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

i. Closing of the loan or contributing financing August 2020

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

iii. Anticipated date construction will begin August 2020

iv. Anticipated date of completion September 2020

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

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

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

ii. Energy efficiency and green practices CFI plans to install energy efficient features where necessary.

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

Due to the COVID-19 crisis, CFI has not been able to conduct any physical or in-person outreach, but we are constantly in communication with City and neighborhood stakeholders, including the nearby Baranger 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 Barclay Place Apartments, a 85 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

LEGAL DESCRIPTION	<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

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

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

- a. Background information *See Above*
- b. Project description *See Above*
- c. Project marketing/target market *See Above*
- d. Ownership description/tax information *See Above*
- e. Detailed development pro forma *Attached*
- f. Operating pro forma *Attached*
- g. Schedule of rents/income levels *Attached*
- h. Housing market data supporting demand *See Above*
- i. Proposed project timeline *See Above*
- j. Conflicts of interest *See Above*
- k. Application bonus point items *See Above*
- 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
Annual Total:					286,946

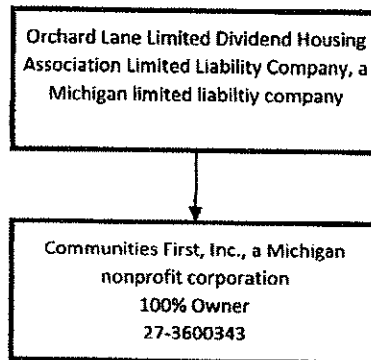
**Orchard Lane Apartments
Flint, MI**

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

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	298,518	304,509	310,599	316,811	323,147	329,610	336,203	342,927	349,785	356,761	363,856	371,955	378,519
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	20,177	20,576	20,987	21,407	21,835	22,271	22,717
Total Project Revenue				267,490	272,840	278,257	283,863	289,540	301,667	307,700	313,854	320,131	326,534	333,065	339,725	346,520	353,451	360,520
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%			16,919	17,423	17,946	18,485	19,039	19,610	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	4,330	4,460	4,594	4,732	4,873	5,010	5,170	5,315	5,465	5,620	5,780	5,944	6,114	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	11,517	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	52,776	54,308	55,837	57,415	59,344	61,124	62,958	64,847	66,792	68,798	70,860	72,985
Total Operating Expenses				206,974	207,003	213,213	219,609	226,188	232,984	239,973	247,172	254,587	262,225	270,092	278,194	286,540	295,137	303,993
Net Operating Income				66,516	65,837	65,044	64,253	63,342	62,683	62,227	61,682	61,546	61,309	61,973	62,531	63,980	64,314	64,529
Rep. Reserve	2.00%			13,500	13,770	14,045	14,326	14,613	14,903	15,203	15,507	15,817	16,134	16,456	16,786	17,121	17,464	17,813
Net Operating Income				53,016	52,067	51,038	49,927	48,729	53,778	52,524	51,175	49,726	48,175	46,516	44,746	42,859	40,850	38,716
Primary Debt Service				36,130	36,130	36,130	36,130	36,130	36,130	36,130	36,130	36,130	36,130	36,130	36,130	36,130	36,130	36,130
Cash Flow				16,886	15,937	14,908	13,797	12,599	17,648	16,394	15,044	13,596	12,045	10,386	8,615	6,728	4,720	2,586

Proposed Organization Chart for Orchard Lane Apartments



Purchase and Sale Agreement

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

1. 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