

City of Flint, Michigan

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



Meeting Agenda - Final

Wednesday, February 9, 2022

5:00 PM

COUNCIL CHAMBERS

FINANCE COMMITTEE

*Tonya Burns, Chairperson, Ward 6
Judy Priestley, Vice Chairperson, Ward 4*

*Eric Mays, Ward 1
Quincy Murphy, Ward 3
Allie Herkenroder, Ward 7*

*Ladel Lewis, Ward 2
Jerri Winfrey-Carter, Ward 5
Dennis Pfeiffer, Ward 8*

Eva Worthing, Ward 9

Inez M. Brown, City Clerk

Davina Donahue, Deputy City Clerk

ROLL CALL

READING OF DISORDERLY PERSONS CITY CODE SUBSECTION

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.

EXECUTIVE (CLOSED) SESSION

An Executive (Closed) Session as requested by the Department of Law to discuss Spartan Akers contract claims.

PUBLIC SPEAKING

Per the amended Rules Governing Meetings of the Council (as adopted by the City Council on Monday, June 12, 2017), two (2) minutes per speaker. Only one speaking opportunity per speaker.

COUNCIL RESPONSE

Per the amended Rules Governing Meetings of the Council (as adopted by the City Council on Monday, June 12, 2017), Councilpersons may respond to any public speaker, but only one response and only when all public speakers have been heard. Individual council response is limited to two minutes.

SPECIAL ORDERS

- 220071** Special Order/Greater Flint Coronavirus Task Force on Racial Inequities
- A Special Order as requested by Councilperson Burns for the Greater Flint Coronavirus Task Force on Racial Inequities to make a presentation.
- 220041** Special Order/Ernst & Young/American Rescue Plan Act (ARPA) Funds
- A Special Order as requested by Council President Mays to discuss American Rescue Plan Act (ARPA) funds with representatives of compliance firm Ernst & Young.
- 210278** Special Order/Flint Water Crisis Criminal Cases/Former Special Prosecutor Todd Flood
- A Special Order as requested by Councilperson Mays to discuss Flint water crisis criminal cases with Former Special Prosecutor Todd Flood.

RESOLUTIONS

- 220017** Approval/Memorandum of Understanding (MOU)/City of Flint/Flint Police Officers' Association/Discretionary Pay

Resolution resolving that the Flint City Council approves the MOU for "increased discretionary pay" pursuant to the Collective Bargaining Agreement between the City of Flint and the Flint Police Officers' Association. [NOTE: Article 16-Wages of the Collective Bargaining Agreement (CBA) permits the assignment of discretionary pay in accordance with Rule XIV, Section 4 of the City Personnel Rules and Regulations. The executed MOU regarding Paid Time Off Grant; Application for Discretionary Wage Increase allows employees to apply for discretionary pay. The parties wish to permit individuals with "discretionary pay" to receive a step increase during the term of the CBA. The "increased discretionary pay" will be equal to the Compensation Schedule Step that is one step above the initial "discretionary pay." The "increased discretionary pay" will be effective when the Employee completes a year of city seniority between October 1, 2021, and April 30, 2022.]

220018 Authorization/COVID-19 Premium Pay/Public Safety Personnel

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to compensate qualifying essential workers meeting the criteria outlined. Before COVID-19 Premium Pay compensation is distributed, the City of Flint's ARPA administration, compliance and implementation firm shall be contracted with and in place to review and ensure compliance with the latest U.S. Department of the Treasury Interim final rules. COVID-19 Premium Pay to be paid from the American Rescue Plan Act (ARPA) Fund Account 287. [NOTE: Premium Pay will be paid to qualifying Flint Police Department sworn officers and Flint Fire Department certified fire suppression personnel (an additional \$5.00 per hour worked between June 14, 2020, through June 12, 2021, not to exceed the maximum of \$10,400.00). In addition, COVID-19 Premium Pay will be paid to qualifying public safety civilian support personnel (an additional \$2.50 per hour worked between June 14, 2020, through June 12, 2021, not to exceed the maximum of \$5,200.00).]

At the last Finance Committee meeting (1-19-22), City Council members asked to have Resolution 220019 amended to include exempt employees. Administration has submitted an amended resolution (see 220019.1). Council members will still need to vote to amend Resolution No. 220019 to 220019.1.

220019 Authorization/COVID-19 Premium Pay/American Federation of State, County & Municipal Employees (AFSCME) Local 1600 & 1799/Essential Workers

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to compensate qualifying AFSCME Local 1600 and 1799 essential workers meeting the criteria outlined and within the U.S. Department of the Treasury Interim Final Rules. Before COVID-19 Premium Pay compensation is distributed, the City of Flint's ARPA administration, compliance and implementation firm shall be contracted with and in place to review and ensure compliance with the latest U.S. Department of the Treasury Interim final rules. COVID-19 Premium Pay to be paid from the American Rescue Plan Act (ARPA) Fund Account 287. [NOTE: Premium Pay will be paid to qualifying AFSCME Local 1600 and 1799 personnel (an additional \$3.00 per hour worked between June 14, 2020, through June 12, 2021, not to exceed the maximum of \$6,240.00).]

- 220019.1** Amendment/Authorization/COVID-19 Premium Pay/American Federation of State, County & Municipal Employees (AFSCME) Local 1600 & 1799 & Exempt/Essential Workers
- Amended resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to compensate qualifying AFSCME Local 1600 and Local 1799 and exempt essential workers meeting the criteria outlined and within the U.S. Department of the Treasury Interim Final Rules. Before COVID-19 Premium Pay compensation is distributed, the City of Flint's ARPA administration, compliance and implementation firm shall be contracted with and in place to review and ensure compliance with the latest U.S. Department of the Treasury Interim final rules. COVID-19 Premium Pay to be paid from the American Rescue Plan Act (ARPA) Fund Account 287. [NOTE: Premium Pay will be paid to qualifying AFSCME Local 1600 and Local 1799 personnel, and exempt workers (an additional \$3.00 per hour worked between June 14, 2020, through June 12, 2021, not to exceed the maximum of \$6,240.00).] [NOTE: Resolution amended to add exempt workers.]
- 220055** Sale of City-Owned Land/420 East Boulevard Drive/Flint Children's Museum
- Resolution resolving that the City of Flint do all things necessary to sell the Property [420 East Boulevard Drive] to the Flint Children's Museum subject to the Sublease Agreement, provided that within twenty-four (24) months of the effective date of such Sublease Agreement (attached) that the Flint Children's Museum will raise funds in the mount of three Million Dollars (\$3,000,000.00). Upon raising such funds, the City of Flint shall forthwith sell the Property to the Flint Children's Museum with a deed restriction that the Property must never be used as a farmers' market or used for the purpose of or operated in such a manner as to compete with the Flint Farmers' Market.
- 220056** CO#1/Contract/DTS Contracting, Inc./McKinley Community Center Renovations
- Resolution resolving that the appropriate city officials are authorized to do all things necessary to complete a Change Order to the contract with DTS Contracting, Inc., for Phase Two Rehabilitation of McKinley Community Center, in an amount NOT-TO-EXCEED \$90,618.00, for a total contract amount NOT-TO-EXCEED \$270,438.00, as requested by Planning and Development.
- 220057** Agreement/City of Flint/County of Genesee/Flint Holding Facility Operation
- Resolution resolving that the appropriate city officials are to do all things necessary to enter into an agreement with Genesee County for operation of the Flint Holding Facility for the period October 1, 2021, through September 30, 2022 [General Fund Professional Services Acct. No. 101-302.205-801.000.] [NOTE: The City of Flint Police Department includes a 110-person holding facility with the ability to hold detainees for up to 72 hours. The Genesee County Sheriff currently operates the holding facility. The city and the sheriff have agreed to the terms of a contract for the sheriff to continue operating the facility for a contract price NOT-TO-EXCEED

\$2,558,516.00. The agreement is contingent on the city receiving funding from the State of Michigan to pay the full costs of the contract and the Sheriff receiving a continued waiver from the Michigan Department of Corrections.]

220058 Budget Amendment/Transfer of Funds/FY2022 Second Quarter Budget Amendment

Resolution resolving that the appropriate city officials, upon City Council's approval, are hereby authorized to do all things necessary to incorporate the approved appropriation changes into the FY2022 operating budget of the City of Flint. [NOTE: Adjustments are needed in the General Fund, Major Streets Fund, Water Fund and Section 108 Loans, for total adjustments of \$39,154,315.00.]

220059 Recreation Agreement/City of Flint/Mott Park Recreation Association (MPRA)

Resolution resolving that the Flint City Council hereby authorizes entering into this 50-year lease agreement with Mott Park Recreation. [NOTE: MPRA has maintained the property described in this agreement since 2011 and is dedicated to expanding access to quality recreational facilities and programs to all citizens of the City of Flint. The parcels are described as: 40-11-351-098, 40-14-128-001, 40-14-128-002, 40-14-101-001, 40-14-101-002, 40-14-101-003 and 40-14-251-001.]

DISCUSSION ITEMS

ADJOURNMENT



RESOLUTION NO.: 220017

PRESENTED: JAN 19 2022

ADOPTED: _____

DRAFT

**RESOLUTION TO APPROVE A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF FLINT AND
THE FLINT POLICE OFFICERS' ASSOCIATION FOR DISCRETIONARY PAY**

BY THE OFFICE OF THE MAYOR:

Pursuant to the Flint City Charter, §4-406 (D), the Mayor shall submit to City Council for approval "...any amendments thereto before they become effective" relative to all collective bargaining contracts.

WHEREAS, the City of Flint and the Flint Police Officers Union (collectively "Parties") have entered into a Memorandum of Understanding ("MOU") in accordance with the Collective Bargaining Agreement ("CBA") effective through April 30, 2022; and

WHEREAS, *Article 16-Wages* of the CBA permits the assignment of discretionary pay in accordance with Rule XIV, Section 4 of the City Personnel Rules and Regulations; and

WHEREAS, the executed MOU regarding *Paid Time Off Grant; Application for Discretionary Wage Increase* allows employees to apply for discretionary pay; and

WHEREAS, the Parties wish to permit individuals with "discretionary pay" to receive a step increase during the term of the CBA; and

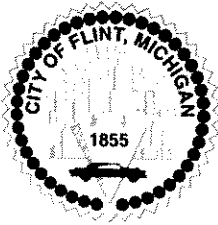
WHEREAS, the "increased discretionary pay" will be equal to the Compensation Schedule Step that is one step above their initial "discretionary pay;" and

WHEREAS, the "increased discretionary pay" will be effective when the Employee completes a year of City seniority between October 1, 2021 and April 30, 2022; and

WHEREAS, the assignment of "increased discretionary pay" does not confer any additional city, departmental, or classification seniority or any other benefits or entitlements under the CBA nor does it set precedent or entitle employees to any future increases; and

WHEREAS, *Article 16-Wages and Memorandum of Understanding regarding Paid Time Off Grant; Application for Discretionary Wage Increase* are not affected by this agreement.

NOW THEREFOR BE IT RESOLVED that the Flint City Council approves the MOU for "increased discretionary ay" pursuant to the Collective Bargaining Agreement between the City of Flint and the Flint Police Officers' Association.



RESOLUTION NO.: _____

PRESENTED: _____

ADOPTED: _____

APPROVED AS TO FORM:

Angela Wheeler
Angela Wheeler (Dec 29, 2021 13:13 EST)

Angela Wheeler, Chief Legal Officer

FOR THE CITY OF FLINT:

CLYDE D. EDWARDS
CLYDE D. EDWARDS (Jan 11, 2022 16:41 EST)

Clyde Edwards, City Administrator

Eddie Smith
Eddie Smith (Dec 21, 2021 12:25 EST)

Eddie Smith, Human Resource Director

APPROVED AS TO FINANCE:

Robert J. F. Widigan

Robert J. F. Widigan, Chief Financial Officer

APPROVED BY CITY COUNCIL:

Eric Mays, City Council President

MEMORANDUM OF UNDERSTANDING
CITY OF FLINT
-and-
FLINT POLICE OFFICER'S ASSOCIATION

Increased Discretionary Pay

This Memorandum of Understanding ("MOU"), made on October 22, 2021, is between the City of Flint ("City") and the Flint Police Officer's Association ("Union").

RECITALS

The City and Union are parties to a Collective Bargaining Agreement ("CBA") that is effective through April 30, 2022;

Article 16 – Wages of the CBA permits the assignment of "discretionary pay" in accordance with Rule XIV, Section 4 of the City Personnel Rules and Regulations;

A Memorandum of Understanding regarding Paid Time off Grant; Application for Discretionary Wage Increase executed contemporaneously with the CBA permits current employees to apply for "discretionary pay;"

The parties wish to permit individuals with "discretionary pay" to receive a step increase during the term of the CBA; and

The parties commit their agreement to writing in this MOU;

NOW, THEREFORE, the parties agree as follows:

1. During the term of this MOU, Employees paid at a discretionary pay rate as outlined in Section 4 of *Article 16 – Wages*, or Section 3 of *Memorandum of Understanding regarding Paid Time off Grant; Application for Discretionary Wage Increase*, will receive "increased discretionary pay" in accordance with the following:
 - a. The "increased discretionary pay" will be equal to the Compensation Schedule step that is one step above their initial "discretionary pay."
 - b. The "increased discretionary pay" will be effective when the Employee completes a year of City Seniority between October 1, 2021, and April 30, 2022.
2. Assignment of increased discretionary pay does not confer any additional City, Departmental, or Classification seniority, or any additional benefits or entitlements under the CBA.
3. The increased discretionary pay does not set precedent or entitle Employees to any future increases in their pay.

4. The provisions of *Article 16 – Wages and Memorandum of Understanding regarding Paid Time off Grant; Application for Discretionary Wage Increase* are not affected by this MOU.

5. No other terms or conditions of employment are affected by this MOU. The remaining provisions of the CBA remain in full force and effect during the term of this MOU.

6. Upon ratification by the parties, this MOU will be effective from October 22, 2021, through April 30, 2022.

IN WITNESS WHEREOF, the parties executed this Memorandum of Understanding on the day and year first above written.

City of Flint (“City”)

Bill A. Scott - HR Director

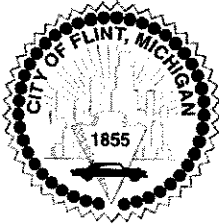
At

Mayor Steve Stenger

Chief John ...

**Flint Police
Officer’s Association
(“Union”)**

V.P. ...



RESOLUTION NO.: 220018
PRESENTED: JAN 19 2022
ADOPTED: _____

RESOLUTION TO AUTHORIZE FOR COVID PREMIUM PAY FOR PUBLIC SAFETY PERSONNEL

By the Mayor:

WHEREAS, The American Rescue Plan Act includes a provision for premium pay for essential workers performing work during the COVID-19 pandemic. The City of Flint defines this Premium Pay as COVID Premium Pay.

WHEREAS, The administration is recommending COVID Premium Pay compensation to qualifying public safety personnel. COVID Premium Pay will be paid to qualifying employees for hours worked during the period June 14, 2020 through June 12, 2021. Hours worked for overtime, standby, and paid leave time will not be eligible for COVID Premium Pay with the exception of qualifying leave time paid under Coronavirus Local Fiscal Recovery Funds (CLFRF) and ARPA COVID pay relief. COVID Premium Pay shall be based upon regular shift hours (not to exceed 2,080 hours) for the entire qualifying period. Payment will be issued within 30 (thirty) days after review and final sign off by the City of Flint's ARPA administration, compliance, and implementation firm. Employees must be actively employed by the City of Flint on the date of payment to qualify for COVID Premium Pay compensation. COVID Premium Pay shall not be counted for retirement purposes, nor shall it be included in an employee's FAC (final average compensation). Funding for COVID Premium Pay shall come from the general ledger account 287-171.716-702.000.

WHEREAS, COVID Premium Pay will be paid to qualifying Flint Police Department sworn officers and Flint Fire Department certified fire suppression personnel. Each employee within the identified group will receive an additional \$5.00 per hour worked (not to exceed the maximum of \$10,400.00) during the time period listed above.

WHEREAS, COVID Premium Pay will be paid to qualifying public safety civilian support personnel currently assigned to the Flint Police Department and Flint Fire Department. Each employee within the identified group will receive an additional \$2.50 per hour worked (not to exceed the maximum of \$5,200.00) during the time period listed above.

IT IS RESOLVED, that the appropriate City Officials are authorized to do all things necessary to compensate qualifying essential workers meeting the criteria outlined above. Before COVID Premium Pay compensation is distributed, the City of Flint's ARPA administration, compliance, and implementation firm shall be contracted with and in place to review and ensure compliance with the latest US Department of the Treasury Interim final rules. COVID Premium Pay to be paid from the American Rescue Plan Act fund (287).

APPROVED AS TO FORM:

Angela Wheeler
Angela Wheeler (Dec 2, 2021 13:13 EST)
Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:

Robert J.F. Widigan
Robert J.F. Widigan (Dec 2, 2021 12:58 EST)
Robert J.F. Widigan, Chief Financial Officer

FOR THE CITY OF FLINT:

Sheldon A. Neeley
Mayor Sheldon A. Neeley

APPROVED BY CITY COUNCIL:

Eric B. Mays, City Council President

Signature: Jennifer Ryan
Jennifer Ryan (Dec 2, 2021 13:00 EST)

Email: jryan@cityofflint.com

Signature: Clyde D. Edwards
Clyde D. Edwards (Dec 2, 2021 13:18 EST)

Email: cedwards@cityofflint.com



RESOLUTION NO.: 220019
PRESENTED: JAN 19 2022
ADOPTED: _____

RESOLUTION TO AUTHORIZE FOR COVID PREMIUM PAY FOR 1600 AND 1799 ESSENTIAL WORKERS

By the Mayor:

WHEREAS, The American Rescue Plan Act includes a provision for premium pay for essential workers performing work during the COVID-19 pandemic. The City of Flint defines this Premium Pay as COVID Premium Pay.

WHEREAS, The administration is recommending COVID Premium Pay compensation to qualifying 1600 and 1799 essential workers. COVID Premium Pay will be paid to qualifying 1600 and 1799 personnel for hours worked during the period June 14, 2020 through June 12, 2021. Hours worked for overtime, standby, and paid leave time will not be eligible for COVID Premium Pay with the exception of qualifying leave time paid under Coronavirus Local Fiscal Recovery Funds (CLFRF) and ARPA COVID pay relief. COVID Premium Pay shall be based upon regular shift hours (not to exceed 2,080 hours) for the entire qualifying period. Payment will be issued within 60 (sixty) days after review and final sign off by the City of Flint's ARPA administration, compliance, and implementation firm. Employees must be actively employed by the City of Flint on the date of payment to qualify for COVID Premium Pay compensation. COVID Premium Pay shall not be counted for retirement purposes, nor shall it be included in an employee's FAC (final average compensation). Funding for COVID Premium Pay shall come from the general ledger account 287-171.716-702.000.

WHEREAS, COVID Premium Pay will be paid to qualifying 1600 and 1799 personnel. Each employee within the identified group will receive an additional \$3.00 per hour worked (not to exceed the maximum of \$6,240.00) during the time period listed above.

IT IS RESOLVED, that the appropriate City Officials are authorized to do all things necessary to compensate qualifying 1600 and 1799 essential workers meeting the criteria outlined above and within the U.S. Department of the Treasury Interim Final Rules. Before COVID Premium Pay compensation is distributed, the City of Flint's ARPA administration, compliance, and implementation firm shall be contracted with and in place to review and ensure compliance with the latest US Department of the Treasury Interim final rules. COVID Premium Pay to be paid from the American Rescue Plan Act fund (287).

APPROVED AS TO FORM:

Angela Wheeler
Angela Wheeler (Dec 2, 2021 13:16 EST)
Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:

Robert J.F. Widigan
Robert J.F. Widigan (Dec 2, 2021 13:06 EST)
Robert J.F. Widigan, Chief Financial Officer

FOR THE CITY OF FLINT:

Sheldon A. Neeley
Mayor Sheldon A. Neeley

APPROVED BY CITY COUNCIL:

Eric B. Mays, City Council President

Signature: Jennifer Ryan
Jennifer Ryan (Dec 2, 2021 13:06 EST)

Email: jryan@cityofflint.com

Signature: CLYDE D EDWARDS
CLYDE D EDWARDS (Dec 2, 2021 13:19 EST)

Email: cedwards@cityofflint.com



RESOLUTION NO.: 220019.1

PRESENTED: FEB - 9 2022

ADOPTED: _____

**RESOLUTION TO AUTHORIZE FOR COVID PREMIUM PAY
FOR 1600, 1799, AND EXEMPT ESSENTIAL WORKERS**

By the Mayor:

WHEREAS, The American Rescue Plan Act includes a provision for premium pay for essential workers performing work during the COVID-19 pandemic. The City of Flint defines this Premium Pay as COVID Premium Pay.

WHEREAS, the administration is recommending COVID Premium Pay compensation to qualifying 1600, 1799, and exempt essential workers. COVID Premium Pay will be paid to qualifying 1600, 1799, and exempt personnel for hours worked during the period June 14, 2020 through June 12, 2021. Hours worked for overtime, standby, and paid leave time will not be eligible for COVID Premium Pay with the exception of qualifying leave time paid under Coronavirus Local Fiscal Recovery Funds (CLFRF) and ARPA COVID pay relief. COVID Premium Pay shall be based upon regular shift hours (not to exceed 2,080 hours) for the entire qualifying period. Payment will be issued within 60 (sixty) days after review and final sign off by the City of Flint's ARPA administration, compliance, and implementation firm. Employees must be actively employed by the City of Flint on the date of payment to qualify for COVID Premium Pay compensation. COVID Premium Pay shall not be counted for retirement purposes, nor shall it be included in an employee's FAC (final average compensation). Department and Division Heads, and elected officials are not included in COVID Premium Pay. Funding for COVID Premium Pay shall come from the general ledger account 287-171.716-702.000.

WHEREAS, COVID Premium Pay will be paid to qualifying 1600, 1799, and exempt personnel. Each employee within the identified group will receive an additional \$3.00 per hour worked (not to exceed the maximum of \$6,240.00) during the time period listed above.

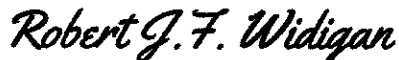
IT IS RESOLVED, that the appropriate City Officials are authorized to do all things necessary to compensate qualifying 1600, 1799, and exempt essential workers meeting the criteria outlined above and within the U.S. Department of the Treasury Interim Final Rules. Before COVID Premium Pay compensation is distributed, the City of Flint's ARPA administration, compliance, and implementation firm shall be contracted with and in place to review and ensure compliance with the latest US Department of the Treasury Interim final rules. COVID Premium Pay to be paid from the American Rescue Plan Act fund (287).

APPROVED AS TO FORM:


Angela Wheeler (Feb 7, 2022 12:10 EST)

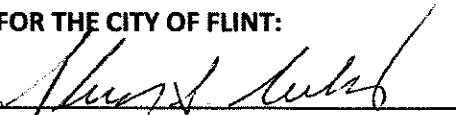
Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:



Robert J.F. Widigan, Chief Financial Officer

FOR THE CITY OF FLINT:


Mayor Sheldon A. Neeley

APPROVED BY CITY COUNCIL:

Eric B. Mays, City Council President



STAFF REVIEW

DATE: January 20, 2022

Agenda Item Title: Resolution to Authorize COVID Premium Pay for 1600, 1799, and Exempt Essential Workers

Prepared By: V. Foster

Background/Summary of Proposed Action:

City workers have been required to operate in public and among residents of the city actively during the COVID-19 pandemic. Given that these employees have been working in potentially hazardous conditions due to the pandemic, the City is moving forward with a plan for premium pay to qualifying personnel.

The American Rescue Plan Act includes COVID Premium Pay as an eligible qualifying expense. Employees identified as those 1600, 1799, and Exempt essential workers required to interact with the public at this time as part of their regular job responsibilities will receive COVID Premium Pay for essential workers.

COVID-19 Premium Pay will only apply to salary and wages and will not be factored into any retirement calculations. Approximately 265 qualified essential employees working in positions classified as 1600, 1799, and Exempt positions. The total estimated cost for 1600, 1799, and Exempt Premium Pay is projected to be \$1,272,705. Department heads, division managers, and elected officials are not included in COVID Premium Pay. Payment will be issued within 60-days of the adoption of the resolution, as follows:

- Qualified 1600, 1799, and Exempt essential workers will receive \$3.00 per hour worked up to 2,080 hours (not to exceed the maximum \$6,240).
- Qualifying employees must have worked hours between the period June 14, 2020 and June 12, 2021. An employee must be actively employed at the time of payment to be included. Any personnel separating employment before that day will not be included.

The Human Resources Director, along with the appropriate department heads and the City Administrator, will determine which employees meet the eligibility criteria for COVID Premium Pay. Ernst & Young, as the City's ARPA compliance firm, will be required to review and approve the eligibility list to ensure compliance before payment can be made to qualifying personnel.

Funding for COVID Premium Pay will come from GL account #287-171.716-702.000

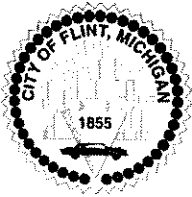
Other Implications (i.e., collective bargaining):

None

Staff Person: V. Foster **Approval:** Robert J. F. Widigan

Signature:

Email:



220055

FEB - 9 2022

RESOLUTION NO.: _____

PRESENTED: _____

ADOPTED: _____

RESOLUTION TO APPROVE

SALE OF 420 E. BOULEVARD, FLINT, MICHIGAN 48503

BY THE MAYOR:

WHEREAS, The City of Flint owns the property commonly known as 420 E. Boulevard, Flint, Michigan 48503, hereinafter the "Property".

WHEREAS, the City of Flint is the Landlord for the Property under a Restated Flint City Market Lease Agreement dated July 14, 2009, with the Tenant being Uptown Reinvestment Corporation, Inc.

WHEREAS, The Flint Children's Museum has expressed its interest in purchasing the Property, provided they can raise funding in the amount of Three Million Dollars (\$3,000,000.00).

WHEREAS, the City of Flint is desirous of selling the Property to The Flint Children's Museum for the sum of Thirty-six Thousand and no/100 Dollars (\$36,000.00), subject to the Sublease Agreement attached as **Exhibit 1** and provided the Flint Children's Museum can raise funding in the amount of Three Million Dollars (\$3,000,000.00).

WHEREAS, Uptown Reinvestment Corporation, Inc. has expressed its interest in relinquishing its leasehold interest in the Property provided that, The Flint Children's Museum enter into a Sublease Agreement in the form attached as **Exhibit 1** with the condition that upon the sale of the Property, a deed restriction shall be placed on the Property, specifically that the Property must never be used as a farmers' market or used for the purpose of or operated in such a manner as to compete with the Flint Farmers' Market.

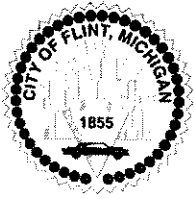
THEREFORE BE IT RESOLVED, that the City of Flint do all things necessary to sell the Property to The Flint Children's Museum subject to the Sublease Agreement attached as **Exhibit 1**, provided that within twenty-four (24) months of the effective date of such Sublease Agreement that The Flint Children's Museum will raise funds in the amount of Three Million Dollars (\$3,000,000.00). Upon raising such funds, the City of Flint shall forthwith sell the Property to The Flint Children's Museum with a deed restriction that the Property must never be used as a farmers' market or used for the purpose of or operated in such a manner as to compete with the Flint Farmers' Market.

APPROVED AS TO FORM:

APPROVED AS TO FINANCE:

Angela Wheeler, Chief Legal Officer

Robert J.F. Widigan, Chief Financial Officer



FOR THE CITY OF FLINT:

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

Eric B. Mays, City Council President



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: January 28, 2022

BID/PROPOSAL#

AGENDA ITEM TITLE: RESOLUTION TO APPROVE SETTLEMENT TO APPROVE
SALE OF 420 E. BOULEVARD, FLINT, MICHIGAN 48503

PREPARED BY: Vicky Cooper / Legal Department

VENDOR NAME: N/A

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The City of Flint owns the property commonly known as 420 E. Boulevard, Flint, Michigan 48503. The City is the Landlord for the Property under a Restated Flint City Market Lease Agreement dated July 14, 2009, with the Tenant being Uptown Reinvestment Corporation, Inc. The Flint Children's Museum has expressed its interest in purchasing the Property, provided they can raise funding in the amount of Three Million Dollars (\$3,000,000.00). The City of Flint is desirous of selling the Property to The Flint Children's Museum for the sum of Thirty-six Thousand and no/100 Dollars (\$36,000.00), subject to the Sublease Agreement attached as Exhibit 1 and provided the Flint Children's Museum can raise funding in the amount of Three Million Dollars (\$3,000,000.00).

Uptown Reinvestment Corporation, Inc. has expressed its interest in relinquishing its leasehold interest in the Property provided that, The Flint Children's Museum enter into a Sublease Agreement in the form attached as Exhibit 1 with the condition that upon the sale of the Property, a deed restriction shall be placed on the Property, specifically that the Property must never be used as a farmers' market or used for the purpose of or operated in such a manner as to compete with the Flint Farmers' Market. THEREFORE, the City request to sell the Property to The Flint Children's Museum subject to the Sublease Agreement attached as Exhibit 1, provided that within twenty-four (24) months of the effective date of such Sublease Agreement that The Flint Children's Museum will raise funds in the amount of Three Million Dollars (\$3,000,000.00).

Upon raising the funds, the City of Flint shall forthwith sell the Property to The Flint Children's Museum with a deed restriction that the Property must never be used as a farmers' market or used for the purpose of or operated in such a manner as to compete with the Flint Farmers' Market.

FINANCIAL IMPLICATIONS: None immediately

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

SUBLEASE AGREEMENT

This Sublease Agreement (the "Agreement") is entered into on this ____ day of _____, 2022 (the "Effective Date") by and between **Uptown Reinvestment Corporation, Inc.**, a Michigan nonprofit corporation (Sublessor), 503 S. Saginaw Street, Ste. 1200, Flint, MI 48502, **The Flint Children's Museum**, a Michigan nonprofit corporation (Sublessee), 1602 W. University Ave., Flint, MI 48504 and the City of Flint, 1101 S. Saginaw St., Flint, MI. 48502. Each party is individually referred to as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Sublessor owns and operates a farmers' market within the City of Flint known as the Flint Farmers' Market currently located at 300 E 1st St, Flint, MI 48502.

WHEREAS, Sublessor entered into a Restated Flint City Market Lease Agreement, effective July 14, 2009, a copy of which is attached as **Exhibit A**, hereinafter "Market Lease Agreement" concerning the property commonly known as 420 E. Boulevard, Flint, MI 48503, hereinafter, "Old Farmers' Market" or "Premises", such property being owned by the City of Flint.

WHEREAS, the Market Lease Agreement expires on June 30, 2029, but provides an option for renewal in favor of Sublessor allowing Sublessor, at its sole option, to renew the Market Lease Agreement for an additional twenty (20) years. It is Sublessor's intention to renew such Market Lease Agreement.

WHEREAS, Sublessee operates a children's museum in the City of Flint at its current address of 1602 W. University Ave., Flint, MI 48504. Sublessee has expressed an interest in relocating its museum to the site of the Old Farmers' Market and has expressed such intention to Sublessor provided Sublessee can raise funds in the amount of Three Million and no/100 Dollars (\$3,000,000.00) to renovate the Old Farmers' Market property and to ultimately purchase the Old Farmers' Market from the City of Flint.

WHEREAS, the City of Flint has authorized by Resolution, attached hereto as **Exhibit B**, the Sublease of the Old Farmers' Market property to Sublessee, the sale of the Old Farmers' Market property to Sublessee for a sum of Thirty-Six Thousand and no/100 Dollars (\$36,000.00), subject to a certain deed restriction described herein below, provided that Sublessee can raise funds in the amount of amount of Three Million and no/100 Dollars (\$3,000,000.00) within 24 months from the Effective Date of this Agreement.

WHEREAS, in accordance with such Resolution, Sublessor agrees to sublet the Old Farmers' Market property to Sublessee for a period of twenty-four (24) months. Sublessee shall then have such twenty-four (24) month period to raise funds in the amount of Three Million and no/100 Dollars (\$3,000,000.00). Upon raising such funds and providing proof of same to the satisfaction of Sublessor and the City of Flint, Sublessor shall then relinquish its leasehold interest in the Old Farmers' Market property allowing such property to be sold to Sublessee providing that as part of the sale there is a deed restriction placed on the Old Farmers' Market property that the Old Farmers' Market property shall never be used as a farmers' market or used for the purpose of or operated in such a manner as to compete with the Flint Farmers' Market.

WHEREAS, the Parties mutually agree to enter into this Agreement pursuant to the terms and conditions of this Agreement.

NOW THEREFORE, for good and valuable consideration, and in consideration of the mutual covenants set forth herein, and with the intent to be legally bound hereby, the Parties agree as follows:

1. INCORPORATION OF RECITALS. All of the above Recitals, being true and accurate in all respects, are hereby incorporated into this Agreement by reference as though fully set forth herein.

2. TERM OF THE AGREEMENT. The term of this Agreement shall begin on the Effective Date of this Agreement and continue for a period of twenty-four (24) months (the "Term") unless otherwise extended by Sublessor at Sublessor's sole discretion.

3. RENT. Rent of \$1.00 per year shall be paid by Sublessee to Sublessor, payable in advance on or before the Effective Date and on each anniversary thereafter.

4. SUBLEASE. By signing this Agreement, Sublessor hereby sublets the entire Premises as defined under the Market Lease Agreement attached as **Exhibit A** to Sublessee, defined herein as the "Old Farmers' Market" and/or "Premises". Except as otherwise provided in this Agreement, Sublessee hereby accepts all the terms and conditions of the Market Lease Agreement and assumes all rights and responsibilities as the "Tenant" under the Market Lease Agreement attached hereto as **Exhibit A**, subject to Sublessor and Sublessee coming to an agreement between themselves prior to the Effective Date of this agreement as to whether Sublessor or Sublessee shall pay all taxes, insurance, maintenance and capital improvements as defined and identified in paragraph 5 of the Market Lease Agreement and Sublessor's approval of any inspections of the Premises that Sublessee desires to conduct.

5. LAWS AND ORDINANCES. Sublessee shall comply with all federal, state and local laws including that Sublessee shall comply with the applicable municipal ordinances concerning signage as required under the Market Lease Agreement.

6. FUNDRAISING. During the Term of this Agreement, Sublessee shall begin a campaign to raise funds in the amount of Three Million and no/100 Dollars (\$3,000,000.00) to purchase and renovate the Old Farmers Market so that it can be utilized as a home for the Flint Children's Museum. Once Sublessee raises such funds, Sublessee shall provide proof of same in a form acceptable to Sublessor and the City of Flint, at which time Sublessor shall relinquish its leasehold interest in the Premises and the City of Flint shall sell the Old Farmers Market property to Sublessee pursuant to the terms of paragraph 7 of this Agreement. If Sublessee is unable to raise such funds by the end of the Term of this Agreement, unless this Agreement is otherwise extended by Sublessor at Sublessor's sole discretion, this Agreement shall terminate pursuant to paragraph 10 of this Agreement and Sublessor shall be returned to its original position under the Market Lease Agreement and Sublessee shall have no further right, title or interest in the Old Farmers' Market property.

7. SALE OF PROPERTY AND RELEASE OF LEASEHOLD INTEREST. Provided that Sublessee with first right of refusal based on its sublessee status has complied with all the terms and conditions required under this Agreement and the Resolution attached as **Exhibit B**, Sublessor will relinquish its leasehold interest in the Old Farmers' Market property at the end of

the Term, or sooner by agreement of the Parties, and the City of Flint shall sell the Old Farmers' Market property to Sublessee for the sum of Thirty Six Thousand and no/100 Dollars (\$36,000.00), including the deed restriction described below in paragraph 8 being placed on the Old Farmers' Market property and made a part of the conveyance.

8. DEED RESTRICTION. If the Old Farmers' Market property shall be sold by the City of Flint to Sublessee pursuant to the Resolution attached as **Exhibit B** and this Agreement, as part of the conveyance, there must be a deed restriction placed on the Old Farmers' Market property as follows:

"the property legally described as PART OF SECTION 7, INDIAN RESERVATION OF ELEVEN SECTIONS AT AND NEAR THE GRAND TRAVERSE ON FLINT RIVER; BEG AT INTERSEC OF ELY LINE OF E BOULEVARD DR WITH NLY LINE OF JOHN LUCAS REPLAT OF PART OF JOHN W. BIRCHMORES ADDITION; TH N 31 DEG 19 MIN E ALONG SD ELY LINE, 269.48 FT; TH S 58 DEG 41 MIN E, 463.04 FT; TH S 37 DEG 54 MIN 51 SEC W, 124.02 FT; TH S 33 DEG 08 MIN 03 SEC W, 192 FT; TH S 37 DEG 54 MIN 51 SEC W, 90 FT; TH S 47 DEG 36 MIN 36 SEC W TO SD NLY LINE; TH N 34 DEG 05 MIN W ALONG SD NLY LINE TO POB; ALSO A CONTIGUOUS PART OF UNNUMBERED LOTS IN BLKS H AND K OF JOHN LUCAS REPLAT OF PART OF JOHN W BIRCHMORES ADDITION; DESC AS BEG AT INTERSEC OF NLY LINE OF SD REPLAT WITH ELY LINE OF E BOULEVARD DR; TH S 31 DEG 19 MIN W ALONG SD ELY LINE 226.2 FT; TH S 58 DEG 41 MIN E, 405.21 FT; TH N 47 DEG 36 MIN 36 SEC E TO SD NLY LINE; TH N 34 DEG 05 MIN W ALONG SD NLY LINE TO POB shall never be used as a farmers' market nor be used for the purpose of or operated in such a manner as to compete with the Flint Farmers' Market."

9. BREACH. Failure of Sublessee to comply with any of the provisions, covenants, terms or conditions of this Agreement, the Market Lease Agreement attached as **Exhibit A**, or the Resolution attached as **Exhibit B**, shall be a breach of this Agreement. Sublessee acknowledges that any breach by Sublessee may result in termination pursuant to Paragraph 10 of this Agreement.

10. TERMINATION. This Agreement shall terminate at the end of the Term unless otherwise extended by Sublessor at Sublessor's sole discretion, in writing in accordance with the terms of **Exhibit A**. Upon termination, Sublessee shall have no further right, title or interest in the Premises. If Sublessor is in breach of this Agreement pursuant to paragraph 9 above, Sublessor may terminate this Agreement by providing 30 days' written notice to Sublessee of such termination. Upon such termination, Sublessee shall have no further right, title or interest in the Premises.

11. WAIVER AND LIABILITY RELEASE. Sublessee will be liable for and indemnify Sublessor for any damages, legal actions and claims that may arise from Sublessee's use or occupancy of the Premises and/or as a consequence of the actions of Sublessee or any of Sublessee's entities, officers, directors, employees, agents, volunteers, and contractors. Sublessee hereby indemnifies, releases and holds harmless Sublessor and its related and affiliated entities, officers, directors, employees, agents, volunteers, and contractors from any claim, demand, loss, liability, illness, death, damages, and attorney fees and costs whatsoever arising from, related to, or resulting from Sublessee's use or occupancy of the Premises and/or as a consequence of the actions of Sublessee or any of Sublessee's entities, officers, directors, employees, agents, volunteers, and contractors, including any such claim, demand, loss,

liability, illness, death, damages, and attorney fees and costs related to COVID-19 suffered by Sublessee or any of Sublessee's associates, guests, invitees, contractors, and all other persons who come in contact with Sublessee or Sublessee's associates, guests, invitees, or contractors during the use or occupancy of the Premises. Sublessee further agrees to comply with all federal, state, and local laws, ordinances and executive orders, including the guidelines and requirements of the CDC, MIOSHA and any other such authority applicable to Sublessee, including such laws, ordinances, executive orders, guidelines and requirements related to COVID-19 and/or the COVID-19 pandemic. In addition, Sublessee agrees to provide an insurance policy naming Sublessor as and additional insured covering these risks.

12. **OPPORTUNITY TO REVIEW.** The Parties represent and warrant that they have had the opportunity review this Agreement and consult with competent, independent, legal counsel of their choosing, if any. Sublessee fully understands the terms and conditions set forth herein and agrees to be bound by the same.

13. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties. No other agreements, understandings or representations of any kind are made by the Parties to this Agreement unless expressly stated herein. No modification or change in the Agreement shall be valid or binding upon the Parties unless in writing, and executed by the Parties to be bound hereto.

14. **CAPTIONS.** Captions to paragraphs or sections of this Agreement have been included solely for the sake of convenient reference and are entirely without substantive effect.

15. **GOVERNING LAW.** This Agreement shall be construed in accordance with, and governed by the provisions of the laws of the State of Michigan applicable to contracts made and entered into within such state and without reference to choice of law principles; any and all disputes arising out of this Agreement must be brought in Genesee County, Michigan.

16. **ASSIGNMENT.** Sublessee has no right to assign Sublessee's rights in this Agreement.

17. **SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any term or provision is held to be invalid, void, or unenforceable by a court of competent jurisdiction for any reason whatsoever, such ruling shall not affect the validity of the remainder of this Agreement.

18. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts and in electronic format, each of which when so executed and delivered (whether electronically or otherwise) shall be taken to be an original; but such counterparts shall together constitute one and the same document.

IN WITNESS WHEREOF, the Parties have executed this Agreement and intend to be bound thereby as of the Effective date stated above.

[Signatures on following page]

SUBLESSOR

Uptown Reinvestment Corporation, Inc.

_____ Date: _____

By: Timothy W. Herman
Its: President

SUBLESSEE

The Children's Museum

_____ Date: _____

By: Dolores Sharpe
Its: President

CITY OF FLINT

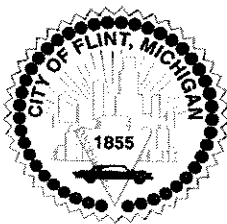
_____ Date: _____

By: Sheldon Neeley, Mayor of the City of Flint

Approved as to form:

_____ Date: _____

By: Angela Wheeler, Attorney for the City of Flint



RESOLUTION NO.: 220056

PRESENTED: FEB - 9 2022

ADOPTED: _____

**RESOLUTION AUTHORIZING CHANGE ORDER TO DTS CONTRACT FOR PHASE TWO
REHABILITATION OF MCKINLEY COMMUNITY CENTER**

BY THE CITY ADMINISTRATOR:

WHEREAS, the City has previously entered into a contract with DTS Contracting, Inc., in the amount of \$179,820.00 in order to complete Phase Two rehabilitation of McKinley Community Center; and

WHEREAS, as a direct result of the COVID-19 Pandemic, material and labor costs have increased significantly since the original bid was accepted; and

WHEREAS, in order to complete the work necessary to fully rehabilitate McKinley Community Center, additional funding in the amount of \$90,618.00 is needed for a total contract amount not to exceed \$270,438.00; and

WHEREAS, additional funding has been identified in the following accounts, and grant codes and accounts have been established as follows:

Dept.	Name of Account	Account Number	Grant Code	Amount
DPD	Community Development Block Grant	274-748.214-805.057	FHUD-CDBG20	\$90,618.00

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary to complete a change order to the DTS Contract for Phase Two Rehabilitation of McKinley Community Center to add \$90,618.00 for a total contract amount not to exceed \$270,438.00.

APPROVED AS TO FINANCE:

Robert J. F. Widigan

Robert Widigan, Chief Financial Officer

APPROVED AS TO FORM:

Angela Wheeler

Angela Wheeler (Jan 28, 2022 10:36 EST)

Angela Wheeler, Chief Legal Officer

ADMINISTRATION:

CLYDE D EDWARDS

CLYDE D EDWARDS (Feb 1, 2022 13:33 EST)

Clyde Edwards, City Administrator

CITY COUNCIL:

Eric Mays, City Council President



CITY OF FLINT

FINANCE APPROVAL:

Martita Moffett-Page

Martita Moffett-Page (Jan 28, 2022 11:34 EST)

Date:

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐

(If yes, please indicate how many years for the contract) 1 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 \$90,618 CO to existing contract – total amount of \$270,438.00

BUDGET YEAR 2

BUDGET YEAR 3

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

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

DEPARTMENT HEAD SIGNATURE:

Suzanne Wilcox

(Suzanne Wilcox, Director of Planning and Development)

PROPOSAL NO. 20000564 - RENOVATION TO MCKINLEY COMMUNITY CENTER

BID/TENDER FORM

FOR: Renovations to McKinley Community Center
249 Peer Avenue,
Flint, Michigan 48502

DATE: May 13, 2021

NAME OF BIDDER: DTS Contracting, Inc

ADDRESS: 21365 Goldsmith St. Farmington Hills, MI 48335

TELEPHONE: (248) 755-2606

E-MAIL ADDRESS: dtsonline@hotmail.com

TO: The City of Flint (hereinafter called "Owner")

The Bidder, in compliance with the invitation for bids for work on the Renovations for McKinley Community Center (CHMP Project No. 18001300) having examined the Contract Documents prepared by CHMP, Inc., and other related documents and being familiar with site of proposed work, and with all conditions surrounding construction of proposed project including availability of materials and labor, hereby propose to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, perform all work, provide all services, and to construct all work for the options which are being bid on, in accordance with Contract Documents, within time set forth herein, at prices stated below. These prices are to cover all expenses incurred in performing work required for these options under Contract Documents, of which this Bid/Tender is a part.

Successful bidder agrees to provide performance and payment bonds written by surety acceptable to Owner. Made in favor of Owner as obligee.

BID:

Bidder agrees to perform all work, as described in the Contract Documents, for Lump Sum* of _____

two hundred & seventy thousand - four hundred & thirty eight dollars (\$ 270,438)

Note: This amount should not include the optional deductions or additions.

Bidder, if awarded a Contract, hereby agrees to fully complete the project within 90 consecutive calendar days after given a "Notice to Proceed".

FEES FOR CHANGE IN WORK

The undersigned agrees that if awarded the contract for this work, it will, upon request by the Owner, perform additional work or omit specified work, or cause same to be performed or omitted by subcontractors, for the following percentage fees which have been computed in accordance with requirements set forth in the specifications.

Work By Prime Contractor's Own Forces	<u>5</u> %
Work By Subcontractor's Forces	<u>10</u> %

It is agreed that in this context a subcontractor shall be as specified in Article 5 of the General Conditions.

ALTERNATES

The following alternates shall be expressed in words and figures as an Addition or Deduction to Base Bid.

Alternate No. 1, Omit air conditioning including the condensers, concrete slab, access door, and security fence. DEDUCT the sum twenty six thousand four hundred + twenty
dollars + zero cents. (\$ 26,420.⁰⁰)

Alternate No. 2, Omit painting exterior of steel building. DEDUCT the sum of _____
Seven thousand five hundred - (\$ 7,500.⁰⁰)

Alternate No. 3, Remove damaged furniture and other items from interior of building to facilitate renovations. The extent of such work to be determined during site visit. ADD the sum of - IN Bid -

Allowance Per Addition #2 - "3,500" (\$ _____)

UNIT PRICES

Bidder agrees to provide additional work if requested by the Owner at the unit prices indicated below. Unit prices shall include all necessary work, plus cost for delivery, installation, insurance, overhead, profit and applicable taxes.

Price No. 1: Remove existing and install new 5/8" drywall system at walls and paint

ADD
\$ 5.¹⁰ /SF

Price No. 2: Remove existing and install new 1/2" CDX plywood roof decking

\$ 5.²⁵ /SF

Price No. 3: Remove existing and install new 1/2" CDX plywood wall sheathing

\$ 5.²⁵ /SF

CITY OF FLINT, MICHIGAN

PROPOSAL NO. 20000564 -- RENOVATION TO MCKINLEY COMMUNITY CENTER

PROPOSED SUBSTITUTIONS

The undersigned submits for consideration by the Owner and/or the Architect-Engineer the Proposed Substitutions as listed hereinafter, each item being offered as a substitute for the referenced specified item which was used in compiling the Lump Sum Price of this Proposal.

<u>Proposal Item</u>	<u>Proposed Substitution</u>	<u>Add</u>	<u>Deduct</u>
1.		\$	\$
2.		\$	\$
3.		\$	\$
4.		\$	\$

The bidder agrees that the Owner may accept or reject any or all of the above Proposed Substitutions, and that the work applicable to any items which are accepted will be performed in accordance with the requirements of the drawings and specifications.

Bidder understands that the Owner reserves right to reject any or all Bid/Tenders and to waive any informalities or irregularities herein.

Upon notice of acceptance of this Bid/Tender, bidder may be required to execute Contract Agreement and deliver properly executed Performance and Payment Bonds to Owner within 15 days.

Bidder acknowledges receipt of following addenda:

Addendum #1 Feb 20, 2020 No Date on Document
Addendum #2 Feb 14, 2020

CERTIFICATION OF SITE VISIT

The undersigned hereby affirms that is has complied with the requirement for visiting the site.

ADDRESS, LEGAL STATUS, AND SIGNATURE OF BIDDER

The undersigned does hereby designate the address, given below, as the legal address to which all notices, directions, or other communications may be served or mailed.

P.O. Box (if applicable)

Street 21365 Goldsmith St
City Farmington Hills State MI Zip Code 48335

CITY OF FLINT, MICHIGAN

PROPOSAL NO. 20000564 - RENOVATION TO MCKINLEY COMMUNITY CENTER

The undersigned does hereby declare that it has the legal status checked below.

Individual

Co-Partnership

✓ Corporation Incorporated under the laws and State of MI

The names and address of all persons indicated as partners in this Bid Proposal are as follows:

NAME	ADDRESS
<u>TOMA STANAS</u>	<u>2136 GOLDSMITH ST, FARMINGTON HILLS, MI</u> <u>48335</u>
_____	_____
_____	_____
_____	_____

This Bid Proposal is submitted in the name of:

DTS CONTRACTING INC
(Name of Contractor)

By [Signature]
Title PRESIDENT

Signed and sealed this 25th Day of FEBRUARY, 20 20

INSTRUCTIONS: Please submit one (1) original and two (2) copies.

CITY OF FLINT, MICHIGAN

PROPOSAL NO. 20000564 – RENOVATION TO MCKINLEY COMMUNITY CENTER

CERTIFICATION FORM (must be completed and included with submittal)

Certification Form Note

THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE SUBMITTAL: The undersigned hereby certifies, on behalf of the Respondent named in this Certification (the "Respondent"), that the information provided in this RFP submittal to City of Flint is accurate and complete, and I am duly authorized to submit same. I hereby certify that the Respondent has reviewed this RFP in its entirety and accepts its terms and conditions.


(Signature of Authorized Representative)

Toma STANA
(Typed Name of Authorized Representative)

PRESIDENT
(Title)

2/25/20
(Date)

21365 GOLDSMITH ST
(Address)

FARMINGTON HILLS, MI 48335
(City, State, Zip Code)

248-755-2606
(Phone Number)

✓
(Fax Number)

dtsonline@hotmail.com
(Email address)

Please submit original documents plus one copy.

New vendors are required to complete and submit an IRS W-9 Form and Vendor ACH Form with the City of Flint. Link is available at <https://www.cityofflint.com/finance/accounts-payable-department/>

Bid results may be viewed next business day online at <https://www.cityofflint.com/purchasing> under "bid results".

PROPOSAL RESPONSES MUST BE RECEIVED AND TIME STAMPED NO LATER THAN THE PUBLIC PROPOSAL OPENING DATE AND TIME (LOCAL TIME) SPECIFIED ABOVE. PROPOSALS WILL BE OPENED AND READ ALOUD AT THAT TIME IN THE PROCUREMENT SERVICES DIVISION. LATE PROPOSALS WILL NOT BE CONSIDERED.

CITY OF FLINT, MICHIGAN

PROPOSAL NO. 20000564 – RENOVATION TO MCKINLEY COMMUNITY CENTER

<input checked="" type="checkbox"/>	SUBMITTAL CHECKLIST (PROPOSAL PACKET SHOULD BE RETURNED IN ITS ENTIRETY)
<input checked="" type="checkbox"/>	ORIGINAL PROPOSAL
<input checked="" type="checkbox"/>	Three (3) COPIES OF PROPOSAL
<input checked="" type="checkbox"/>	ADDENDA NUMBER ACKNOWLEDGED, IF APPLICABLE
<input checked="" type="checkbox"/>	REFERENCES
<input checked="" type="checkbox"/>	PROPOSAL PRICING (INCLUDING UNIT PRICES, WHERE REQUIRED)
<input checked="" type="checkbox"/>	COMPLETED IRS-Form W-9
<input checked="" type="checkbox"/>	CERTIFICATE OF LIABILITY INSURANCE
<input checked="" type="checkbox"/>	PERFORMANCE AND PAYMENT BONDS: SUCCESSFUL BIDDER SHALL BE REQUIRED TO FURNISH PERFORMANCE, AND LABOR/MATERIAL BONDS IN AN AMOUNT EQUAL TO ONE HUNDRED PERCENT (100%) OF THE CONTRACT AMOUNT. SURETY ON SUCH BONDS SHALL BE A DULY AUTHORIZED COMPANY SATISFACTORY TO THE CITY.
<input checked="" type="checkbox"/>	CERTIFICATION/PROPOSAL SIGNATURE AFFIDAVIT PAGE, COMPLETED, WITH SEAL (IF CORPORATION) NOTARY PUBLIC AND AUTHORIZED SIGNATURE

SPECIAL CONDITIONS

NON-EXCLUSIVITY:

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Vendor.

WARRANTY:

Complete warranty information detailing period and coverage must be submitted.

VENDOR QUALIFICATIONS:

Vendor will provide a general history, description and status of their Company.

Results may be viewed next business day online EXCEPT when a bid is under review. The bidders/public will only see the names of the bidders that submitted a bid, not their cost. This will protect the bidders cost in case there is a re-bid.

<https://www.cityofflint.com/finance/purchasing/results/> under "bid results".

REFERENCES

The Offer must list four (4) references, listing firm name, address, telephone number and contact person to whom they have provided similar equipment, material or services for a period of not less than six (6) months. Additional references may be required. If Offer or is a new business, provide references that will enable the County to determine if Offer or is responsible.

COMPANY NAME:	GANDOL INC
ADDRESS:	27455 GODDARD RD
	ROMULUS, MI 48174
CONTACT PERSON:	WENDEL MARTIN
TELEPHONE NUMBER:	734-558-4222

COMPANY NAME:	W3 CONSTRUCTION CO
ADDRESS:	7601 SECOND AVE
	DETROIT, MI 48202
CONTACT PERSON:	KEVIN WATSON
TELEPHONE NUMBER:	313-477-1295

COMPANY NAME:	MCLARTHY & SMITH INC
ADDRESS:	24317 INDOLEX CIR
	FARMINGTON HILLS, MI 48335
CONTACT PERSON:	BRIAN MESAMAN
TELEPHONE NUMBER:	248-508-0878

REFERENCES

COMPANY NAME:	AUCH CONSTRUCTION CO
ADDRESS:	65 UNIVERSITY DR
	PONTIAC, MI 48342
CONTACT PERSON:	CHRIS DEEW
TELEPHONE NUMBER:	248-912-9218

STATE THE NUMBER OF YEARS IN BUSINESS:	20 YEARS
STATE THE CURRENT NUMBER OF PERSONNEL ON STAFF:	30 EMPLOYEES

CITY OF FLINT, MICHIGAN AFFIDAVIT

FOR CORPORATION

STATE OF MI

S.S.

COUNTY OF OAKLAND

TOMAS STANAT being duly sworn, deposes and says that she/he/they

is PRESIDENT of DTS CONTRACTING INC
(Official Title) (Name of Corporation)

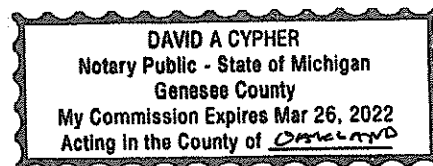
a corporation duly organized and doing business under the laws of the State of MI
the corporation making the within and foregoing bid; that he executed said bid in behalf of said corporation by
authority of its Board of Directors; that said bid is genuine and not sham or collusive and is not made in the interests of or
on behalf of any person not herein named, and that he has not and said bidder has not directly or indirectly induced or
solicited any other person or corporation to refrain from bidding; that he has not and said bidder has not in any manner
sought by collusion to secure to himself or to said corporation an advantage over other bidders.

Subscribed and sworn to before me at DTS CONTRACTING INC in said County and State,

this 25th day of FEBRUARY, A.D. 20 20

David A. Cypher

*Notary Public, GENESEE County, MI
My Commission expires 3-26, 20 22



Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
DTS Contracting, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
21365 Goldsmith St.
City, state, and ZIP code
Farmington Hills, MI 48335

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-					

Employer identification number								
2	7	-	3	2	2	4	1	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶ 2/13/20

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/19/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Primary Insurance Agency Group, LLC 2071 E. 15 Mile Road Sterling Heights MI 48310		CONTACT NAME: Jenna Licenji PHONE (A/C, No. Ext): 586-979-1755 FAX (A/C, No.): 586-979-1766 E-MAIL ADDRESS: jenna@primaryinsuranceagency.com	
INSURED DTS CONTRACTING LLC 21385 Goldsmith St Farmington MI 48335		INSURER(S) AFFORDING COVERAGE INSURER A: The Hartford Insurance Co. INSURER B: The Hartford Insurance Co. INSURER C: Evanston Insurance Company INSURER D: Retailers Mutual Insurance Company INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	35SBAAB0228	02/17/2020	02/17/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		35UECBK2466	02/17/2020	02/17/2021	COMBINED SINGLE LIMIT (Ea occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		XOBW7996619	02/17/2020	02/17/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	WCP00011490	02/17/2020	02/17/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

George Gjokaj SS

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220057

RESOLUTION NO.: _____

PRESENTED: FEB - 9 2022

ADOPTED: _____

**RESOLUTION AUTHORIZING AN AGREEMENT WITH GENESEE COUNTY FOR
OPERATION OF THE FLINT HOLDING FACILITY FOR THE PERIOD OCTOBER 01, 2021
THROUGH SEPTEMBER 30, 2022**

BY THE CITY ADMINISTRATOR:

The City of Flint Police Department includes a 110-person holding facility with the ability to hold detainees for up to 72 hours; and

The City desires to continue utilizing the holding facility and has sought funding from the State of Michigan to operate the facility; and

The Genesee County Sheriff currently operates the holding facility. The City and the Sheriff have agreed to the terms of a contract for the Sheriff to continue operating the facility for the period October 01, 2021 through September 30, 2022. Pursuant to that agreement, the Sheriff will operate the Flint Holding Facility for a contract price not-to-exceed \$2,558,516.00; and

Account Number	Account Name	Amount
101-302.205-801.000	Professional Services	\$2,558,516.00
Grand Total for September 01, 2021 – October 31, 2022		\$2,558,516.00.

The agreement between the City and County is contingent on the City receiving funding from the State of Michigan to pay the full cost of the contract and the Sheriff receiving a continued waiver from the Michigan Department of Corrections; and

It is the determination of the City that it is in best interest to enter into a contract with the Sheriff to continue operating the holding facility for the period October 01, 2021 through September 30, 2022.

IT IS RESOLVED, that the appropriate City Officials are to do all things necessary to enter into the attached agreement with the Genesee County for operations of the Flint Holding Facility for the period October 01, 2021 through September 30, 2022.

APPROVED AS TO FORM:

Angela Wheeler
Angela Wheeler
Chief Legal Officer

APPROVED AS TO FINANCE:

Robert J.F. Widigan
Robert J.F. Widigan
Chief Financial Officer

FOR CITY OF FLINT:

Clyde Edwards
Clyde Edwards, City Administrator

CITY COUNCIL:

Eric B. Mays, Council President



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: February 3, 2022

BID/PROPOSAL#

AGENDA ITEM TITLE: RESOLUTION AUTHORIZING AN AGREEMENT WITH GENESEE COUNTY FOR OPERATION OF THE FLINT HOLDING FACILITY FOR THE PERIOD OCTOBER 01, 2021 THROUGH SEPTEMBER 30, 2022

PREPARED BY: Angela Wheeler / Legal Department

VENDOR NAME:

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The City of Flint Police Department includes a 110-person holding facility with the ability to hold detainees for up to 72 hours. The City desires to continue utilizing the holding facility and has sought funding from the State of Michigan to operate the facility. The Genesee County Sheriff currently operates the holding facility. The City and the Sheriff have agreed to the terms of a contract for the Sheriff to continue operating the facility for the period October 01, 2021 through September 30, 2022. Pursuant to that agreement, the Sheriff will operate the Flint Holding Facility for a contract price not-to-exceed \$2,558,516.00 for September 01, 2021 – October 31, 2022. The agreement between the City and County is contingent on the City receiving funding from the State of Michigan to pay the full cost of the contract and the Sheriff receiving a continued waiver from the Michigan Department of Corrections. It is the determination of the City that it is in best interest to enter into a contract with the Sheriff to continue operating the holding facility for the period October 01, 2021 through September 30, 2022.

FINANCIAL IMPLICATIONS:

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

Dept.	Name of Account	Account Number	Grant Code	Amount
Police	Professional Services	101-302.205-801.000		\$2,558,516.00



CITY OF FLINT

		FY20/21 GRAND TOTAL		\$3,000.00

PRE-ENCUMBERED? YES ☐ NO ☐ REQUISITION NO:

ACCOUNTING APPROVAL: _____ Date: _____

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

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

BUDGET YEAR 1

BUDGET YEAR 2

BUDGET YEAR 3

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

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

DEPARTMENT HEAD SIGNATURE: _____
(PLEASE TYPE NAME, TITLE)

**CITY OF FLINT AND GENESEE COUNTY
AGREEMENT FOR OPERATION OF FLINT HOLDING FACILITY
BY GENESEE COUNTY SHERIFF
FY2021-22**

This is an agreement between the City of Flint (hereinafter "City") and Genesee County (hereinafter "County") for operation of a pre-arraignment holding facility (hereinafter "Holding Facility") by the Genesee County Sheriff (hereinafter "Sheriff") (together, the "Parties").

The Sheriff shall operate the Holding Facility in the Genesee County Jail space in accordance with the following terms and conditions:

1. **Applicable Law:** This contract shall be governed by and interpreted according to the laws of the State of Michigan pertaining to contracts made and to be performed in this state.
2. **Arbitration:** The Parties agree that for all claims, counterclaims, disputes, and other matters arising out of or relating to this agreement, a party must request the consent from the other party to arbitrate within 30 days from the date the requesting party knows or should have known the facts giving rise to the claim, dispute or question.
 - (a) Notice of a request for arbitration must be submitted to the non-requesting party in writing by certified mail or personal service upon the counsel of record, either the City Attorney or Corporation Counsel.
 - (b) Within 60 days from the date a request for arbitration is received by the non-requesting party, that party shall inform the requesting party whether it agrees to arbitrate. If the non-requesting party does not consent, the requesting party may proceed with an action in the appropriate court. If the non-requesting party does consent, then within 30 days of the consent each party shall submit to the other the name of one person to serve as an arbitrator. The two arbitrators together shall then select a third person, the three together shall then serve as a panel in all proceedings. Any decision concurred in by a majority of the three shall be a final binding decision. The non-requesting party's failure to respond to a timely, conforming request for arbitration is deemed consent to arbitration.
 - (c) The costs of the arbitration shall be split and borne equally between the Parties and such costs are not subject to shifting by the arbitrator.
 - (d) The remedy for failure to comply with this provision is dismissal of the action.
3. **City Income Tax Withholding:** County and any subcontractor engaged in this contract shall withhold from each payment to its employees the City income tax on all of their compensation subject to tax, after giving effect to exemptions, as follows:
 - (a) Residents of the City: At a rate equal to 1% of all compensation paid to the employee who is a resident of the City of Flint.
 - (b) Non-residents: At a rate equal to 1/2% of the compensation paid to the employee for work done or services performed in the City of Flint.

These taxes shall be held in trust and paid over to the City of Flint in accordance with City ordinances and State law. Any failure to do so shall constitute a substantial and material breach of this contract.

4. **Compensation:** This agreement is contingent on certain conditions described below. In the event the City receives funding, the City shall pay for such services, as set forth herein, a contract price not to exceed **\$2,558,516.00** for services as described in the original 3 and 6 page **"Genesee County Sheriff's Office Flint City Lockup Proposals"** and the attachment to this contract titled, **"Proposed Budget 21-22"**, which governs pricing for this contract term, with the amounts stated in this document superseding any inconsistent amounts stated in the proposals, with the exception of the maintenance fees, not to exceed \$40,000.00, to be paid by the state funding received by the City upon verification of maintenance work completed. The contract price includes all anticipated costs of operating the facility including transport, meals, insurance, service fees, and personnel costs. In no event will County be entitled to a greater amount of payment than is set forth in this contract, nor will the County perform services or acquire equipment for which it will not be reimbursed. Other costs may include vacation payouts upon retirement for time accrued while assigned to the Holding Facility. County expressly recognizes that oral agreements by City officials to pay a greater amount are not binding.

The Parties agree that if the above contract price is not approved by the State, County will provide, and the City of Flint will accept, a revised budget and services based on the available funding.

- (1) County shall submit itemized invoices for all services provided under this Agreement identifying:
- (a) The date of service
 - (b) The name of person providing the service and a general description of the service provided.
 - (c) The unit rate and the total amount due.

Invoices shall be submitted to:

City of Flint
Accounts Payable
P.O. Box 246
Flint, MI 48501-0246

- (2) Invoices shall be paid by the City within forty-five (45) days of submission of a proper invoice.
- (3) It is solely within the discretion of the City as to whether County has provided a proper invoice. The City may require additional information or waive requirements as it sees fit but will not unreasonably withhold funds.
- (4) If, during the period covered by this Agreement, an increase in salary, fringe benefits, or other costs is implemented as a result of negotiation between the County and the collective bargaining organization (labor union) of the employees or as a result of rate increases, this Agreement shall be amended to include the increased cost of providing the

services covered by this Agreement, and the City agrees to reimburse the County to the extent of the increased costs and available funding.

5. **Contingencies:** This agreement is contingent on the City receiving funding to pay the full costs of this contract for the services described in paragraph 4, above, from the State of Michigan for the Holding Facility, and the Sheriff receiving a continued waiver from the Michigan Department of Corrections regarding the standards applicable to the Holding Facility. Failure to obtain either contingency shall render this contract void.
6. **Contract Documents:** The invitation for bids, instructions to bidders, proposal, affidavit, addenda (if any), statement of bidder's qualifications (when required), general conditions, special conditions, performance bond, labor and material payment bond, insurance certificates, technical specifications, and drawings, together with this agreement, form the contract, and they are as fully a part of the contract as if attached hereto or repeated herein.
7. **Disclaimer of Contractual Relationship with Subcontractors:** Nothing contained in the Contract Documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.
8. **Term:** The term of this contract is October 1, 2021, through September 30, 2022.
9. **Certification, Licensing, Debarment, Suspension and Other Responsibilities:** County warrants and certifies that County and/or any of its principals are properly certified and licensed to perform the duties required by this contract in accord with laws, rules, and regulations, and is not presently debarred, suspended, proposed for debarment or declared ineligible for the award of any Federal contracts by any Federal agency. County may not continue to or be compensated for any work performed during any time period where the debarment, suspension or ineligibility described above exists or may arise in the course of County contractual relationship with the City. Failure to comply with this section constitutes a material breach of this Contract. Should it be determined that County performed work under this contract while in non-compliance with this provision, County agrees to reimburse the City for any costs that the City must repay to any and all entities.
10. **Force Majeure:** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, and acts of God. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the services may continue.
11. **Good Standing:** County must remain current and not be in default of any obligations due the City of Flint, including the payment of taxes, fines, penalties, licenses, or other monies due the City of Flint. Violations of this clause shall constitute a substantial and material breach of this contract. Such breach shall constitute good cause for the termination of this contract should the City of Flint decide to terminate on such basis.
12. **Liability:** Each party to this Agreement will remain responsible for any claims arising out of that party's performance of this Agreement, as provided for in this Agreement or by law. This Agreement is not intended to either increase or decrease either party's liability to, or immunity from, tort claims.

This Agreement is not intended to, nor will it be interpreted as giving, either party a right of indemnification either by contract or at law for claims arising out of the performance of this Agreement.

13. **Independent Contractor:** No provision of this contract shall be construed as creating an employer-employee relationship. It is hereby expressly understood and agreed that County is an "independent contractor" as that phrase has been defined and interpreted by the courts of the State of Michigan and, as such, County is not entitled to any benefits not otherwise specified herein.
14. **Insurance/Worker's Compensation:** County shall provide evidence of having acquired the insurance for this Contract. All coverage shall be obtained from insurance companies licensed and authorized to do business in the State of Michigan unless otherwise approved by the City's designated representative. Policies shall be reviewed by the City's designated representative for completeness and limits of coverage. All coverage shall be with insurance carriers acceptable to the City of Flint. County shall maintain the following insurance coverage for the duration of the contract:
 - (a) Commercial General Liability coverage of not less than \$11,000,000 combined single limit. This coverage shall include: Bodily Injury, Personal Injury, Property Damage, Contractual Liability, Products and Completed Operations, Independent Contractors; Broad Form Commercial General Liability Endorsement, (XCU) Exclusions deleted and a per contract aggregate coverage.
 - (b) Workers Compensation Insurance in accordance with Michigan statutory requirements. The Parties agree that this coverage is included in the personnel costs in the Proposal.
 - (c) SIR Charges. It is understood that no County resources will be expended which are not reimbursed. County shall establish and maintain, and City shall pay into utilizing the approved State funding, an account, designated on the Proposed Budget 2021-22 as "Damage Claims General/SIR," to be utilized solely as the Self Insured Retention source of funding for settlements or payments on claims, including legal fees, arising from the Holding Facility. The City's contribution to the payment on claims, including legal fees, arising from the Holding Facility is limited to the source funding provided by the State. The contribution into this account agreed upon by the Parties for this term is \$50,000 to be invoiced and paid in the first billing cycle. County agrees to provide a quarterly accounting of this fund.

All certificates of insurance must provide the City of Flint with not less than 30 days advance written notice in the event of cancellation, non-payment of premium, non-renewal, or any material change in policy coverage. County must provide, upon request, certified copies of all insurance policies. If any of the above policies are due to expire during the term of this contract, County shall deliver renewal certificates and copies of the new policies to the City of Flint at least ten days prior to the expiration date. County shall ensure that all subcontractors utilized obtain and maintain all insurance coverage required by this provision.

15. **Laws and Ordinances:** County shall obey and abide by all of the laws, rules and regulations of the Federal Government, the Constitution of the United States, State of Michigan, Genesee County and the City of Flint, applicable to the performance of this agreement, including, but not limited to, labor laws, and laws regulating or applying to public improvements.

16. **Modifications:** Any modifications to this contract must be in writing and signed by the parties or the authorized employee, officer, board or council representative of the parties authorized to make such contractual modifications under State law and local ordinances.
17. **Non-Assignability:** County shall not assign or transfer any interest in this contract without the prior written consent of the City provided, however, that claims for money due or to become due to County from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
18. **Non-Disclosure/Confidentiality:** County agrees that the documents identified herein as the contract documents are confidential information intended for the sole use of the City and that County will not disclose any such information, or in any other way make such documents public, without the express written approval of the City or the order of the court of appropriate jurisdiction or as required by the laws of the State of Michigan.
19. **Non-Discrimination:** County shall not discriminate against any employee or applicant for employment with respect to hiring or tenure; terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment, because of race, color, creed, religion, ancestry, national origin, age, sex, height, weight, disability or other physical impairment, marital status, or status with respect to public assistance.
20. **No Third Party Beneficiaries:** There are no third party beneficiaries of this contract.
21. **Notices:** Notices to the City of Flint shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to Flint City Attorney, City of Flint, 1101 S. Saginaw St, Flint, Michigan 48502 and Flint City Clerk, City of Flint, 1101 S. Saginaw Street, Flint, Michigan 48502, or to such other address as may be designated in writing by the City from time to time. Notices to County shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to Genesee County Office of the Prosecuting Attorney-Civil Division, 900 S. Saginaw, Ste. 102, Flint, MI 48502, or to such other address as may be designated in writing by County from time to time.
22. **Records Property of City:** All documents, information, reports and the like prepared or generated by County as a result of this contract shall be shared with the City of Flint at the City's request.
23. **Scope of Services:** County shall provide all of the personnel, materials, labor, equipment, supplies, machinery, tools, cleaning, superintendence, insurance and other accessories and services necessary to provide the service in accordance with the scope of work, these terms and conditions, and federal, state, or local laws as well as the original **3 and 6 page** proposals titled "**Genesee County Sheriff's Office Flint City Lockup Proposal**," the attachment to this agreement titled, "**Proposed Budget 21-22**", which governs pricing for this contract term to the extent that those proposals do not conflict with federal, state, or local law and the special conditions stated within this agreement. City will provide the physical space as well as all utilities and general maintenance of the space. If there is any inconsistency between the proposal and the conditions stated in this document or in the other attachments to this document, the terms of this agreement control to the extent of such inconsistency.

County shall perform the work in accordance with the General Conditions and any Special Conditions provided for in this agreement and warrants to the City that all materials and equipment furnished under this agreement will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the contract documents.

24. Special Conditions: The following special conditions shall supersede any and all inconsistent provisions:

(a) **Detainee Booking** – Detainees will be booked at the Holding Facility. Sheriff agrees that he formally takes custody and control over the detainee when the detainee is presented for booking and detainee remains in his custody and control until release. Detainees will be booked using the City's Live Scan equipment, if accessible. Sheriff shall be solely responsible for supervision and care of detainees while they are under his custody and control. The County's Jail Admission Policy shall govern when the Holding Facility reaches 100 detainees.

(b) **Jail Policy and Procedures** –The County and the Sheriff agree that all detainees will be accepted for holding in the Holding Facility as provided for in this Agreement. Failure to accept detainees as provided by this agreement, except when the population is over 100 as provided in section 24 (a) above, is a material breach of this Agreement and is cause for termination of this Agreement with 30 days written notice. County agrees that, for the duration of the Sheriff's administration of the Holding Facility, the County is legally responsible for costs and damages that may result from incidents related to the provision of these services occurring within the Facility.

(c) **Healthcare** – The Sheriff is responsible for determining whether a detainee needs healthcare, including mental or physical care. If a detainee who does not meet the County's Jail Admission Policy needs healthcare, the Sheriff or his designee will immediately seek consent from an authorized City representative, as designated by the Flint Police Department, to release the detainee from custody. If the City consents, the Sheriff will transport detainee to a health care provider. Upon delivery of the detainee to the provider, the detainee will be discharged from custody. The City is not liable for health care costs for detainees if it has consented to their release from custody.

If a detainee who meets the County's Jail Admission Policy needs healthcare, the Sheriff or his designee will immediately seek consent from an authorized City representative, as designated by the Flint Police Department, to transport the detainee to a health care provider. If the City consents, the Sheriff will transport detainee to a health care provider and ensure proper personnel from the county jail are there to receive custody of the detainee. Upon delivery of the detainee to the provider, the detainee will be discharged from custody of the Holding Facility and transferred to the custody of the Sheriff. The City is not liable for health care costs for detainees if it has consented to their release from custody.

(d) **Use of Holding Facility** – Any person arrested on an original charge or on an outstanding warrant from the 67th District Court district or the Seventh Circuit Court may be lodged in the Holding Facility regardless of agency making the arrest, unless the person is arrested on a charge that otherwise meets the County's Jail Admission Policy, in which case the arrested person shall be lodged in the County Jail. This paragraph applies unless the County Jail is under a County Jail Overcrowding State of Emergency described in Public Act 352 of 1982, as amended, that is beyond 14 days as described in MCL 801.56.

Any person arrested in the City on a warrant(s) issued from a jurisdiction other than those listed above may be lodged at the Holding Facility, provided that the warrant holding agency confirms the validity of the warrant and commits to picking up the detainee within 24 hours.

(e) **Performance Objectives** – City and County will develop financial and performance objectives. The objectives shall include, but will not be limited to, determining how many detainees were lodged in the jail who did not meet the County Jail Admission Policy; how many detainees were arraigned; and the reported crime as compared to the period preceding the operation of the Holding Facility. The metrics will be reviewed every 6 months. After review, if necessary, the terms of this contract will be revised so as to facilitate satisfaction of the agreed upon benchmarks.

(f) **Organization Chart** – City and County will develop and continuously update an organization chart which will set forth all corrections staff employees and their positions. In no event will the total number of employees assigned to the Holding Facility fall below the number provided in the Proposals.

(g) **Detainee Reimbursement** – County may seek reimbursement from detainees as allowed by law. The total price of the contract will be reduced by the amount recovered.

(h) **Meeting/Reporting** - The City and County will designate representatives of the Sheriff and Flint Police Departments to confer as needed, but no less than a weekly basis, to ensure the safe and efficient operation of the Holding Facility, as well as compliance with the terms of this Agreement. The Sheriff will provide the Flint Police Department with access to operational data and regularly report on the operation of the Holding Facility.

25. **Severability:** In the event that any provision contained herein shall be determined by a court or administrative tribunal to be contrary to a provision of state or federal law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court or administrative tribunal so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision. The invalidation of one or more terms of this contract shall not affect the validity of the remaining terms.
26. **Standards of Performance:** County agrees to exercise independent judgment and to perform its duties under this contract in accordance with sound professional practices. The City is relying upon the professional reputation, experience, certification, and ability of County. County agrees that all of the obligations required by it under this Contract shall be performed by the County and its employees and working under County direction and control.
27. **Subcontracting:** No subcontract work, if permitted by the City, shall be started prior to the written approval of the subcontractor by the City. The City reserves the right to accept or reject any subcontractor.
28. **Termination:** Either party may terminate this contract upon giving written notice 2 months in advance. The contract will be automatically terminated should the State of Michigan not provide funds to operate the Holding Facility. The City will immediately notify the County if it learns that the State will not renew funding for the Holding Facility for the purpose of implementing an organized transition or shut down of the Facility.

29. **Time of Performance:** County's services shall commence immediately upon receipt of the notice to proceed and shall be carried out forthwith and without reasonable delay.
30. **Waiver:** Failure of the any of the Parties to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any term, covenant, or condition. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.
31. **Whole Agreement:** This written agreement and the documents cited herein embody the entire agreement between the parties. Any additions, deletions or modifications hereto must be in writing and signed by both parties.

SIGNATURE PAGE FOLLOWS

HOLDING FACILITY CONTRACT 2021-22
SIGNATURE PAGE

COUNTY OF GENESEE:

Mark Young, Chairperson
Genesee County Board of Commissioners

Date

Christopher Swanson, Sheriff

Date

CITY OF FLINT, a Michigan Municipal Corp.:

Sheldon Neeley, Mayor

Date

APPROVED AS TO FORM:

Brooke E. Tucker
Senior Assistant Prosecuting Atty.-Civil Division

Date

Angela Wheeler
Chief Legal Officer

Date

GL NUMBER	DESCRIPTION	Proposed Budget 21-22
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Fund 2863 - CITY OF FLINT LOCKUP

Dept 351.00 - CORRECTIONS

2863-351.00-674.035	LOCAL CONTRIBUTION FLINT	2,558,516.00
	Revenues Total	2,558,516.00

2863-351.00-702.000	SALARIES & WAGES	1,201,591.00
2863-351.00-713.000	OVERTIME	131,600.00
2863-351.00-714.000	LONGEVITY	20,230.00
	Salary Total	1,353,421.00

2863-351.00-709.000	SOCIAL SECURITY	103,510.00
2863-351.00-718.000	MEDICAL INSURANCE	302,171.00
2863-351.00-723.000	POST-RETIREMENT BENEFIT	125,775.00
2863-351.00-725.000	OPTICAL INSURANCE	2,335.00
2863-351.00-726.000	DENTAL INSURANCE	18,680.00
2863-351.00-727.000	LIFE HEALTH INSURANCE	12,913.00
2863-351.00-728.000	RETIREMENT	392,403.00
2863-351.00-729.000	WORKERS COMPENSATION	23,643.00
2863-351.00-730.000	UNEMPLOYMENT	2,704.00
	Fringe Total	984,134.00

2863-351.00-752.000	SUPPLIES OTHER	2,500.00
2863-351.00-754.000	SUPPLIES OFFICE	2,000.00
2863-351.00-762.000	SUPPLIES FOOD	40,000.00
2863-351.00-763.000	SUPPLIES	12,000.00
2863-351.00-768.000	SUPPLIES-INMATE CLOTHING	4,500.00
2863-351.00-768.001	LAUNDRY ROBES UNIFORMS	2,000.00
2863-351.00-769.000	SUPPLIES UNIFORMS	300
2863-351.00-801.008	INTERNET PROVIDER CHGS	5,000.00
2863-351.00-840.014	LIABILITY INSURANCE	55,075.00
2863-351.00-872.007	DAMAGE CLAIMS GENERAL	45,000.00
2863-351.00-957.004	CONVENIENCE COPIER CHARGE	7,000.00
2863-351.00-957.005	MOTOR POOL CHARGES	500
2863-351.00-958.014	CSA	45,086.00
	Total Non Personnel Exp	220,961.00

Fund 2863 - CITY OF FLINT LOCKUP:

TOTAL REVENUES	2,558,516.00
TOTAL EXPENDITURES	2,558,516.00

RESOLUTION NO.: 220058PRESENTED: FEB - 9 2022

ADOPTED: _____

BY THE CITY ADMINISTRATOR:

RESOLUTION AUTHORIZING FY2022 SECOND QUARTER BUDGET AMENDMENT


WHEREAS, the City of Flint's operating budget is monitored on an ongoing basis by the Finance Department and City department heads and changes to an approved operating budget are required from time to time.

WHEREAS, the Department of Finance is recommending certain fiscal appropriation amendments to the FY2022 City of Flint operating budget as follows in accordance with State Public Act 2 of 1968 as amended.

FY2022 Proposed Second Quarter Budget Amendments	Amended FY2022 Budget as of 01/25/2021	Proposed Amendments for FY2022 Q2	Proposed Amended FY2022 Budget
GENERAL FUND 101 Expenditures	\$ 71,561,088	\$ 35,422	\$ 71,596,510
MAJOR STREETS 202 Expenditures	\$ 20,167,835	\$300,000	\$ 20,467,835
SECTION 108 LOANS 295 Revenue	\$ 0	\$ 709,751	\$ 709,751
SECTION 108 LOANS 295 Expenditures	\$ 0	\$ 689,761	\$ 689,761
WATER FUND 591 Expenditures	\$ 38,654,315	\$ 500,000	\$ 39,154,315

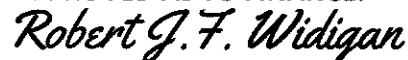
IT IS RESOLVED, that the appropriate officials are hereby authorized to do all things necessary to incorporate the approved appropriation changes into the FY2022 operating budget of the City of Flint.

APPROVED AS TO FORM:


Angela Wheeler (Jan 31, 2022 14:34 EST)

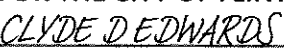
Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:



Robert J.F Widigan, Chief Financial Officer

FOR THE CITY OF FLINT:


CLYDE D EDWARDS (Jan 31, 2022 15:06 EST)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

Eric Mays, City Council President



CITY OF FLINT

STAFF REVIEW FORM

TODAY'S DATE: 1/27/2022

BID/PROPOSAL#

AGENDA ITEM TITLE: Third Quarter Budget Amendment

PREPARED BY: Chay Linseman – AGFC – Mayor's Office
(Please type name and Department)

VENDOR NAME:

BACKGROUND/SUMMARY OF PROPOSED ACTION:

Third Quarter Budget Amendment to request reimbursement/additional funding for The Mayor's Office and Blight Management due to the Hogarth Explosion Emergency.

This request will cover overtime pay for Public Health & Recovery Navigators that covered phones on a 24-hour basis, per the mayor's request, for the weekend through the week of 11/28/21-12/3/2021. As part of the emergency, the mayor also authorized security for a few weeks at the site.

Additionally, Blight Management, through the Mayor's Office, used one of our Blight Contractors to help with boarding up affected houses. (Partially paid invoice, additional needed will be added to Blight Professional Services line request)

FINANCIAL IMPLICATIONS:

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

Dept.	Name of Account	Account Number	Grant Code	Amount
Mayor	Unemployment Compensation (SUTA)	101-171.100-708.000	N.A.	\$48.06
Mayor	FICA (Social Security)	101-171.100-709.000	N.A.	\$217.34
Mayor	Medicare	101-171.100-711.000	N.A.	\$50.83
Mayor	Overtime	101-171.100-713.000	N.A.	\$3,560.17
Mayor	MERS Hybrid Defined Contribution Pension	101-171.100-716.100	N.A.	\$140.98
Mayor	MERS Hybrid Defined Benefit Pension	101-171.100-717.100	N.A.	\$453.01
Mayor	Professional Services	101-171.100-801.000	N.A.	\$23,200.00
Blight	Professional Services	101-171.300-801.000	N.A.	\$7,752.00
FY22 GRAND TOTAL				\$35,422.39

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



CITY OF FLINT

ACCOUNTING APPROVAL: Chay Linseman Date: 01/28/2022
Chay Linseman Jan 28, 2022 10:51 EST

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☒

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

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

BUDGET YEAR 1

BUDGET YEAR 2

BUDGET YEAR 3

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

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

DEPARTMENT HEAD SIGNATURE: Chay Linseman
Chay Linseman Jan 28, 2022 10:51 EST

DEPARTMENT HEAD MUST SIGN

Hogarth Explosion Emergency Expenses					
Mayor's Office City Administrator and Blight Management					
Description	Invoice	Vendor/Employee	Department	GL #s	Expense
Emergency Board up Invoice 20 Pt. 1	20 Pt.1	Clio Road Business District Association	Blight Management	101-171.300-801.000	\$ 2,000.00
Emergency Board up Invoice 20 Pt. 2	20 Pt.2	Clio Road Business District Association	Blight Management	UNPAID	\$ 1,000.00
Emergency Security	11/2/2021	Ace Security & Investigations DBA	Mayor's Office	101-171.100-801.000	\$ 8,400.00
Emergency Security	12/21/2021	Ace Security & Investigations DBA	Mayor's Office	101-171.100-801.000	\$ 8,400.00
Emergency Security 12/28/21-1/7/22	3077	Premier Security Solutions	Mayor's Office	101-171.100-801.000	\$ 6,400.00
Overtime for 24-hour Public Health Navigator	Payroll	Maeko McGovern	Mayor's Office	See Tab Brown	\$ 2,382.89
Overtime for 24-hour Public Health Navigator	Payroll	Latrese Brown	Mayor's Office	See Tab McGovern	\$ 2,087.50
Servpro Invoice Fencing	5964	Servpro	Blight Management	UNPAID	\$ 4,752.00
Subtotal Blight Management			Blight Management	101-171.300	\$ 2,000.00
Subtotal Mayor's Office			Mayor's Office	101-171.100	\$ 27,670.39
Subtotal Unpaid			Undefined (Blight or Grant)	UNPAID	\$ 5,752.00
Total					\$ 35,422.39



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 1/26/22

BID/PROPOSAL#

AGENDA ITEM TITLE: Budget amendment

PREPARED BY: Kathryn Neumann, Department of Transportation

VENDOR NAME:

BACKGROUND/SUMMARY OF PROPOSED ACTION:

Third Quarter Budget Amendment to request additional funding for DPW – Traffic Engineering Division - Professional Services account to cover intersection upgrades (using LED traffic lights and upgraded equipment). This account number is also used for emergency repairs/replacements for knockdowns – when a traffic accident knocks down the traffic signals. DPW is also requesting additional money to buy the equipment to upgrade/repair those intersections.

FINANCIAL IMPLICATIONS:

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

Dept.	Name of Account	Account Number	Grant Code	Amount
202	Professional Services	443.201-801.000	N/A	\$200,000.00
202	Supplies	443.201-752.000	N/A	\$100,000.00
FY21/22 GRAND TOTAL				\$300,000.00

PRE-ENCUMBERED? YES ☐ NO ☐ REQUISITION NO:

ACCOUNTING APPROVAL: *matt baker* Date: _____
matt.baker (Jan 26, 2022 15:20 EST)

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

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

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

DEPARTMENT HEAD SIGNATURE: *John H. Daly III*
John H. Daly II (Jan 26, 2022 16:01 EST)
(John Daly, Director of Transportation)

PURCHASING STAFF REVIEW

Date: 1/26/22

Agenda Item Title: 2nd Quarter Budget Amendment – Fund 295

Prepared By: V. Foster

Background/Summary of Proposed Action:

The Section 108 loan fund is used to track the funds related to loans in the 295 Fund. This fund was inadvertently not included in the FY22 adopted budget. The Finance Department has taken the necessary steps to ensure that the 295 Fund is included in the FY23 budget.

Financial Implications:

Budgeted Expenditure? No

Account Number:

Staff Recommendation: Recommended

Approval:


Jennifer Ryan (Jan 26, 2022 09:13 EST)

Jenn Ryan, Deputy Finance Director

Fund 295 - SECTION 108 LOANS

Revenues

295-690.320-664.200	INTEREST INCOME/LOANS	-	29,082.00	52,644
295-690.320-671.400	CITY RLF-PRINCIPAL REPAYMENTS	-	296,000.00	296,000
295-690.321-664.200	INTEREST INCOME/LOANS	-	60,888.95	119,857
295-690.321-671.400	CITY RLF-PRINCIPAL REPAYMENTS	-	103,000.00	103,000
295-690.325-665.000	INTEREST EARNED ON BANK CKG &	-	16.16	40
295-690.330-607.000	FEES	-	111.58	450
295-690.330-664.200	INTEREST INCOME/LOANS	-	771.82	3,100
295-690.330-665.000	INTEREST EARNED ON BANK CKG &	-	4.05	20
295-690.330-669.000	INVESTMENT GAINS AND LOSSES	-	(6,820.99)	20,000
295-690.330-671.400	PRINCIPAL REPAYMENTS	-	99,000.00	99,000
295-931.101-699.000	TRANSFERS IN	-	-	15,641
TOTAL REVENUES		-	582,053.57	709,751

Expenditures

295-690.320-992.000	PRINCIPAL	-	296,000.00	296,000
295-690.320-994.000	INTEREST	-	52,643.60	52,644
295-690.321-992.000	PRINCIPAL	-	103,000.00	103,000
295-690.321-994.000	INTEREST	-	119,856.95	119,857
295-690.325-801.150	BANK FEES & SERVICE CHARGES	-	45.00	120
295-690.325-994.000	INTEREST	-	15,640.80	15,641
295-690.330-961.000	PAYING AGENT FEES	-	200.00	400
295-690.330-992.000	PRINCIPAL	-	99,000.00	99,000
295-690.330-994.000	INTEREST	-	1,474.39	3,100
TOTAL EXPENDITURES		-	687,860.74	689,761



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: January 5, 2022

BID/PROPOSAL#

AGENDA ITEM TITLE: Budget Amendment DPW/Utilities-Water Plant

PREPARED BY: Yolanda Gray, Department of Public Works Accounting Supervisor

VENDOR NAME:

BACKGROUND/SUMMARY OF PROPOSED ACTION:

Second quarter budget amendment to request additional funding in the amount of \$500,000.00 for DPW/Utilities Water Plant account in order to cover the elevated water tower rehabilitation program as part of agreements with the State of Michigan /EGLE. As part of the Community Public Water Act and EGLE, the Water Plant's 2 MG elevated water tower must maintain its structure to avoid corrosion which can deteriorate the tank and lead to safety hazards and potential water quality problems within the drinking water system. The City of Flint solicited proposals for qualified firms for a rehabilitation program and received one (1) response for a four (4) year rehabilitation program agreement in an amount not to exceed \$539,300.00. The program includes: engineering, professional management, asset management, inspections, repairs, washouts, visual inspection and repainting.

FINANCIAL IMPLICATIONS:

BUDGETED EXPENDITURE? YES NO ☒ **IF NO, PLEASE EXPLAIN:** Due to insufficient funding expenditures can't be budgeted.

Dept.	Name of Account	Account Number	Grant Code	Amount
591	Professional Services	591-545.200-801.000		\$ 500,000.00
FY22 GRAND TOTAL				\$500,000.00

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

ACCOUNTING APPROVAL:

Yolanda Gray

Date:

1/5/22

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐

(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:

Scott Duggell 1/6/2022
(PLEASE TYPE NAME, TITLE)



220059

RESOLUTION NO. _____

PRESENTED: _____ FEB - 9 2022

ADOPTED: _____

RESOLUTION TO ENTER INTO AGREEMENT WITH MOTT PARK RECREATION

BY THE CITY ADMINISTRATOR:

WHEREAS, This agreement (hereinafter "Agreement") is for the purpose of renewing and expanding the partnership agreement entered into between the City of Flint, a municipal corporation (hereinafter "City") and Mott Park Recreation Association (hereinafter "Association"), collectively referred to herein as the "Parties."

WHEREAS, the City of Flint Master Plan sets goals to provide and maintain a balanced and equitable system of parks and recreation opportunities; and

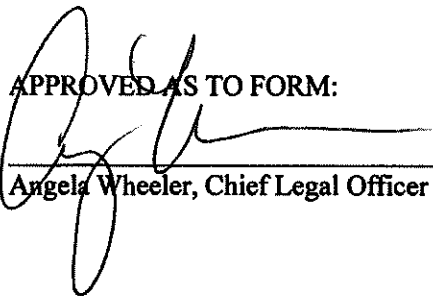
WHEREAS, the Association is a 501(c)(3) non-profit volunteer organization which has maintained the property described in this agreement since 2011 and is dedicated to expanding access to quality recreational facilities and programs to all citizens of the City of Flint; and

WHEREAS, the property which is the subject matter of this Agreement is described as parcels:

40-11-351-098
40-14-128-001
40-14-128-002
40-14-101-001
40-14-101-002
40-14-101-003
40-14-251-001

THEREFORE BE IT IS RESOLVED, that the Flint City Council hereby authorize the entering into this 50 year lease agreement with Mott Park Recreation.

APPROVED AS TO FORM:



Angela Wheeler, Chief Legal Officer

Clyde Edwards, City Administrator

Council President Eric B. Mays



CITY OF FLINT

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

(If yes, please indicate how many years for the contract) 50 YEARS

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

BUDGET YEAR 1 NA

BUDGET YEAR 2 NA

BUDGET YEAR 3 NA

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

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

DEPARTMENT HEAD SIGNATURE:

A handwritten signature in black ink, appearing to be "R. J. ...", written over a horizontal line.

(PLEASE TYPE NAME, TITLE)

MOTT PARK RECREATION AGREEMENT

This agreement (hereinafter "Agreement") is for the purpose of renewing and expanding the partnership agreement entered into between the City of Flint, a municipal corporation (hereinafter "City") and Mott Park Recreation Association (hereinafter "Association"), collectively referred to herein as the "Parties."

WHEREAS, the City of Flint Master Plan sets goals to provide and maintain a balanced and equitable system of parks and recreation opportunities; and

WHEREAS, the Association is a 501(c)(3) non-profit volunteer organization which has maintained the property described in this agreement since 2011 and is dedicated to expanding access to quality recreational facilities and programs to all citizens of the City of Flint; and

WHEREAS, the property which is the subject matter of this Agreement is described as parcels:

40-11-351-098
40-14-128-001
40-14-128-002
40-14-101-001
40-14-101-002
40-14-101-003
40-14-251-001

Hereinafter referred to as the "Park"

THEREFORE, in consideration of the mutual covenants contained herein, the consideration of which is hereby stipulated to, the Parties agree as follows:

1. Operation of the Park. The Association is hereby given the use, control and operation of the premises formerly described as the Mott Park Golf Course, including the club house, (hereinafter "Park").
2. Grant Administration. The Parties will work collectively to oversee the application and implementation of grants for capital improvements to the Park. From the date of the execution of this agreement, applications for grants (any implementation thereof), shall be the joint responsibility of the City and the Association to the greatest extent possible. Grants applied for by the Association shall be approved by the City of Flint department head prior to acceptance.
3. Park As Is. The City is providing the use of the Park AS IS, with all faults, and makes no representations regarding the condition of the Park usability for any purpose. The Association shall inspect the Park and make all determinations as to its usability for any purpose prior to the use of the Park.

4. Compliance with Laws, Regulations and Park Rules; Enforcement. The Parties agree to comply with all federal, state, and local laws, regulations and permitting requirements in the performance of this Agreement.
5. Park Reservations and Special Events. The Association will coordinate facility reservations at the Park pursuant to a fee schedule approved by the City. The Association may retain such fees collected solely for reinvestment in Park maintenance, operations and improvements.
6. Facility Rental. The Association may rent the clubhouse upon such terms as shall be approved by the City and any proceeds obtained thereby will be used for maintenance, operational expenses, or improvements to the Park. Rentals or subletting of the clubhouse or storage space for a term no longer than the terms of this Agreement, must be approved in writing by the City of Flint Department head prior to any legal agreement entered into by the Association. The Association will coordinate with the City on facility rental fees pursuant to a fee schedule approved by the City.
7. Park Maintenance. The Association agrees to maintain the Park area and the clubhouse, including mowing, trimming, snow removal, forestry work and tree trimming on a regular basis. The Association will be responsible for payment of the expenses of maintenance or operation of the clubhouse. The City will be responsible for the utility payments and security for the building, i.e. security system already located and installed on the property. Any capital improvements undertaken by the City will be done at the sole discretion of the City. The Association is hereby given the right and authority to perform such improvements to the Park as shall be first approved by the City.
8. Repairs. The Association shall be responsible for all building repairs including, but not limited to:
 - a. Building repairs that resulted from deferred or ignored maintenance,
 - b. Repair of internal and external doors, exterior fabric, furnace, water system repairs, structural components, electrical repairs, waste treatment, plumbing, toilets, gas, air conditioning.
9. Coordination. The Staff of the Association and the City will meet periodically to review the status of the Park operations and all of their issues arising under this Agreement. Additionally, the City may form and manage a Citizen Advisory Committee, which the Association agrees to meet with bi-annually to receive input therefrom.
10. Deliverables. The Association shall provide a quarterly report to the City and the status of programs, projects and partnerships related to the Park. These reports shall include a full accounting of the revenue generated pursuant to this Agreement. The Association shall provide a written 5-year capital improvement plan to the City of Flint Planning Division for review and approval.

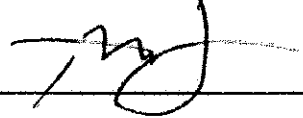
11. Temporary Suspension. The Association acknowledges that this Agreement and the rights granted hereunder are subordinate to the necessity of the City to serve its residents due to acts of God or other emergencies and in such event, the Association agrees to surrender immediately upon demand, the use of the Park (or any portion thereof) to the City for the purpose of managing the premises during the pendency of such events. Determination of such events shall be made by the Chief of Police of the Flint Police Department.
12. Indemnity and Hold Harmless. To the fullest extent provided by law, the Association agrees to defend, indemnify and hold harmless the City, its elected and appointed officials, employees and others working on behalf of the City, against any criminal violations, including all costs connected therewith, and any criminal violations, which may arise out of the use of the club house, and/or as a result of Association's negligent acts or omissions, that any of the Association's employees, agents or representatives arising out of their performance of this Agreement.
13. Right to Entry. The City of Flint may enter the Park at any time in order to examine the Park, inspect the building, inspect mechanical equipment, repairs and/or alterations. In the event of an actual or apparent emergency, the City of Flint may enter the Park at any time without notice. The Association shall not change any lock or install additional locks without prior written consent and without providing a copy of all keys. Keys must be provided on the date the lock(s) are added and/or changed.
14. No Assignment. Association shall not have the right to assign any interest in this Agreement or the premises without the prior written consent of the City.
15. Term and Termination. This Agreement shall be for a term of fifty (50) years from the execution of this agreement. Either Party may terminate this agreement with thirty (30) days advance written notice to the other Party.
 - a. A default under any of the provisions of this Agreement, by either party, may be cured by the defaulting party within 30 days of receipt of a notice of default. Failure to address shall constitute grounds for termination of this Lease Agreement.
 - b. In the event this Agreement is terminated, all obligation of the City of Flint under this Agreement shall cease.
 - c. Upon termination of this Agreement, the Association agrees to yield possession of the premises within 90 days of the date of notice of reserving the right to re-enter the premises solely to obtain personal property and/or organizational possession as the time of default.
16. General Terms and Conditions. This Agreement represents the entire agreement between the Parties with respect to the subject matter hereto and supersedes all prior agreements, conversations, and understandings with respect hereto. Any amendment to this Agreement shall be in writing and signed by the Parties. Failure of the City to require performance of any provision herein shall not affect the City's right to require performance of any provision thereafter, nor shall such a waiver constitute a waiver of any subsequent breach of this Agreement. If any provision of this Agreement is found to be invalid or

unenforceable, the remainder of the Agreement shall remain in full force and effect as though the invalid or unenforceable provision had never been included.

This Agreement is valid and enforceable with electronic or facsimile signatures and may be executed in multiple counterparts, all of which together shall form one agreement.

WHEREFORE, the Parties have executed this Agreement by affixing their signatures below.

MOTT PARK RECREATION ASSOCIATION:



Date 1-12-22
Its TOM SAXTON
MPRA BOARD PRESIDENT

CITY OF FLINT, a Michigan Municipal Corp.: (ALSO INCLUDE MAYOR'S SIGNATURE BLOCK IF OVER \$50,000)

Sheldon A. Neeley, Mayor Date _____

APPROVED AS TO FORM:

Angela Wheeler, Chief Legal Officer Date _____