

# **City of Flint, Michigan**

*Third Floor, City Hall  
1101 S. Saginaw Street  
Flint, Michigan 48502  
[www.cityofflint.com](http://www.cityofflint.com)*



## **Meeting Agenda - Final**

**Wednesday, April 6, 2022**

**5:00 PM**

**AGENDA AMENDED TO ADD SPECIAL ORDER NO. 220150  
AND RESOLUTION NO. 220059**

**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.*

## 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

220150      Special Order/Blight Plan/Genesee County Land Bank/City of Flint

A Special Order as requested by Councilperson Judy Priestley to discuss a plan for blight with the Genesee County Land Bank.

## RESOLUTIONS

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.]

***NOTE: We did not receive the amended version of this resolution in time for committees so it will need to be postponed.***

220114      Contract/Zito Construction Company/Miller Road Water Main Replacement

Resolution authorizing the appropriate City Officials to do all things necessary to enter into a contract with Zito Construction to replace the water main during the rehabilitation of Miller Road, between Hammerberg Road and Ballenger Highway, in an amount NOT-TO-EXCEED \$1,873,634.27, with the City of Flint's ARPA administration, compliance and implementation firm reviewing and ensuring

compliance with the latest US Department of Treasury final rules, and funding coming from the American Rescue Plan Act (ARPA) Fund (287).

**220140**      Contract/Rauhorn Electric, Inc./Intersection Upgrades

Resolution that the Division of Purchasing and Supplies, upon City Council's approval, is hereby authorized to enter into a contract with Rauhorn Electric, Inc. for intersection upgrades, as requested by Transportation, in an amount NOT-TO-EXCEED \$100,000.00 for FY2022, \$150,000.00 for FY2023 and \$150,000.00 for FY2024, pending adoption of each year's budget, for an aggregate total NOT-TO-EXCEED \$400,000.00 [Major Street Fund Acct. No. 202-443.201-801.000.]

**220141**      Contract/Seven Brothers Painting, Inc./Elevated Water Tower Rehabilitation Program

Resolution resolving that the appropriate city officials, upon City Council's approval, are hereby authorized to enter into a contract with Seven Brothers Painting, Inc. for a four-year Water Tower Rehabilitation Program, in an amount NOT-TO-EXCEED \$509,300.00 for FY2022, \$10,000.00 for FY2023 and \$10,000.00 for FY2024, and \$10,000.00 for FY2025, pending approval of each year's budget, for an aggregate total NOT-TO-EXCEED \$529,300.00 [Water Fund Acct. No. 591-545.200-801.000.]

**220142**      Sale of City-Owned Land/1827 Chelan Avenue (Ward 7)/Arthur Taylor

Resolution authorizing the appropriate city officials to do all things necessary to enter into and complete the sale of the property commonly known as 1837 Chelan Avenue, Flint, MI 48503, Parcel No. 41-17-428-009, and legally described at LAPEER PARK LOT 106, for a cost of \$6,000.000, and transfer the property to Arthur Taylor in an AS IS condition by means of conveyance of a Quit Claim Deed. Revenue realized from the sale of this property will be placed in Revenue Acct. No. 101-371.209-673.100, AND, resolving that the City Clerk shall, within thirty (30) days of this action, record a certified copy of this resolution with the Register of Deeds for Genesee County and forward a certified copy of said resolution to the State Treasurer.

**220143**      Land Lease Agreement/City of Flint/Verizon Wireless/G-4652 Beecher Road

Resolution resolving that the Flint City Council approves the Land Lease Agreement between the City of Flint (COF) and Verizon Wireless. [NOTE: Verizon Wireless seeks to enter into a long-term lease of property from the City of Flint, approximately 3,600 square feet located at an estimated address of G-4652 Beecher Road, Flint township, Genesee County, MI 48503, for the purposes of constructing and operating a cellular communications tower at that location. Verizon Wireless and the City of Flint have agreed that the City shall be paid \$18,000.00 per year, with that amount increasing by one (1) percent each year that the agreement remains in effect.]

**220149**      Demolish Blighted Structures/City of Flint/American Rescue Plan Act (ARPA) Funding

Resolution resolving that the Flint City Council authorizes the appropriate city officials to do all things necessary to use the city's American Rescue Plan Act (ARPA) funds to demolish blighted structures. Before funds are distributed, the city's ARPA administration, compliance and implementation firm shall review and ensure compliance with the latest U.S. Department of Treasury final rules. Funds will be paid from the American Rescue Plan Act (ARPA) Fund (287).

## **DISCUSSION ITEMS**

## **ADJOURNMENT**

220059



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

PRESENTED: \_\_\_\_\_ FEB - 9 2027

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

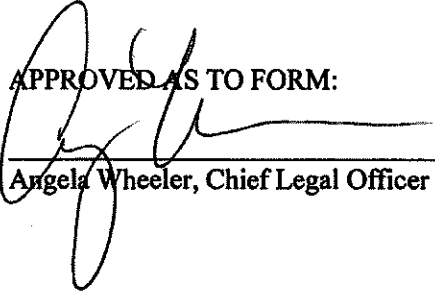
**WHEREAS**, the Association is a 501(c)(3) non-profit volunteer organization which has maintained the property described in this agreement since 2011 and is dedicated to expanding access to quality recreational facilities and programs to all citizens of the City of Flint; and

**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



**TODAY'S DATE: 1.26.2022**

**BID/PROPOSAL# NA**

**AGENDA ITEM TITLE: Mott Park Recreation Agreement**

**PREPARED BY** Victoria Cooper  
(Please type name and Department)

**VENDOR NAME:** Mott Park Recreation

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

**Resolution to enter into a 50 year agreement with Mott Park Recreation for park maintenance.**

**FINANCIAL IMPLICATIONS:** no

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

Dept.	Name of Account	Account Number	Grant Code	Amount
	NA			
		<b>FY19/20 GRAND TOTAL</b>		

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

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



## CITY OF FLINT

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**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

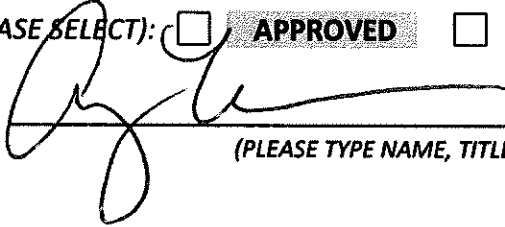
**BUDGET YEAR 2** NA

**BUDGET YEAR 3** NA

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

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

**DEPARTMENT HEAD SIGNATURE:**



(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.

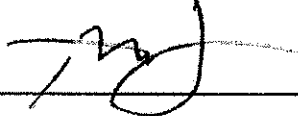
11. Temporary Suspension. The Association acknowledges that this Agreement and the rights granted hereunder are subordinate to the necessity of the City to serve its residents due to acts of God or other emergencies and in such event, the Association agrees to surrender immediately upon demand, the use 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 \_\_\_\_\_

220114



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

PRESENTED: 3/09/2022

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

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO ZITO CONSTRUCTION COMPANY  
FOR MILLER ROAD WATER MAIN REPLACEMENT**

The American Rescue Plan Act includes provision to support local governments as they make necessary investment in sewer and water infrastructure. The administration is recommending that Coronavirus Local Fiscal Recovery Funds (CLFRF)/American Rescue Plan Act (ARPA) support funds be utilized to replace the water main on Miller Road, between Hammerberg Road and Ballenger Highway.

Michigan Department of Transportation (MDOT) is rehabilitating Miller Road from Hammerberg to Ballenger Hwy. The contractor for said project is Zito Construction Company. Zito Construction Company has submitted a quote for the addition of a water main replacement to the Miller Road reconstruction project; and

The water main on Miller Road, between Hammerberg Road and Ballenger Highway has had numerous breaks and repairs since its installation, adding to the extenuating concerns such as flooding and water backups in the surrounding neighborhoods. The current water main is cast iron pipe installed circa 1964, with an average life expectancy of 40-50 years. It is imperative that any water main replacement work be completed before the Miller Road Reconstruction Project construction begins, which has an anticipated start date of April 2022. The cost to add the water main construction in a not to exceed \$1,873,634.27. Funding for said services will come from the American Rescue Plan Act fund (287).

**IT IS RESOLVED**, that the appropriate City Officials are authorized to do all things necessary to enter into a contract with Zito Construction to replace the water main during the rehabilitation of Miller Rd. between Hammerberg Road and Ballenger Hwy., in an amount not to exceed \$1,873,634.27. Before funds are distributed, the City of Flint's ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of the Treasury final rules. Funding for this program shall come from the American Rescue Plan Act fund (287).

**APPROVED AS TO FORM:**

*William Y. Kim*  
William Y. Kim (Mar 7, 2022 17:43 EST)

William Y. Kim  
Acting Chief Legal Officer

**FOR THE CITY OF FLINT:**

*Clyde D. Edwards*  
Clyde D. Edwards (Mar 7, 2022 17:45 EST)

Clyde Edwards, City Administrator

**APPROVED AS TO FINANCE:**

*Robert J. F. Widigan*

Robert J.F. Widigan  
Chief Finance Officer

**APPROVED BY CITY COUNCIL:**

\_\_\_\_\_  
Eric B. Mays, City Council President

**TODAY'S DATE:** March 7, 2022

**BID/PROPOSAL#** N/A

**AGENDA ITEM TITLE** – Water main replacement - Miller Rd. from Ballenger Hwy. to Hammerberg Rd.

**PREPARED BY** Kathryn Neumann for Michael J. Brown, Director of Public Works

**VENDOR NAME:** Zito Construction

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

The purpose of this resolution is to add the water main replacement along Miller Rd. from Ballenger Highway to Hammerberg Rd. and all together with necessary related work.

**FINANCIAL IMPLICATIONS:** Funding for said services will come from the City's Coronavirus Local Fiscal Recovery Funds (CLFRF)/American Rescue Plan Act (ARPA)..

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

Dept.	Name of Account	Account Number	Grant Code	Amount
		<b>FY22 GRAND TOTAL</b>		<b>\$1,873,634.27</b>

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

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

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

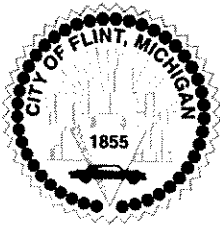
*(If yes, please indicate how many years for the contract)*

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

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

**DEPARTMENT HEAD SIGNATURE:**

\_\_\_\_\_  
Michael J. Brown, Director of Public Works



RESOLUTION NO.: 220140

PRESENTED: APR - 6 2022

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

PROPOSAL # 22000533

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO RAUHORN ELECTRIC FOR INTERSECTION UPGRADES**

WHEREAS, The Division of Purchases and Supplies solicited proposals for Intersection Upgrades, (2.5) Years on behalf of the Division of Transportation. These proposals provided costs of modernizing signals, cabinets and wire at traffic intersections, as well as any emergency intersection repairs needed due to traffic accidents. These upgrades are included as part of the city of Flint's Master Plan.

WHEREAS, The Transportation Division recommended the sole bidder, Rauhorn Electric Inc., Macomb, MI, 48042, be awarded as the vendor for the Intersections in need of Upgrades for a 2.5 year period.

WHEREAS, The Transportation Division is requesting Intersection Upgrade Services for a 2.5 year period, in an overall amount not-to-exceed \$400,000.00. Funds will come from the following account:

Account Number	Account Name/ Grant Code	Amount
202-443.201-801.000	Major Street Fund	FY22 TOTAL \$100,000.00
		FY23 TOTAL \$150,000.00
		FY24 TOTAL \$150,000.00
	<b>2.5 YEAR GRAND TOTAL</b>	<b>\$ 400,000.00</b>

IT IS RESOLVED, That the Division of Purchases and Supplies, upon City Council's approval, is hereby authorized to enter into a contract with Rauhorn Electric for Intersection Upgrades for an amount not-to-exceed \$100,000.00 for FY22 (07/01/21-06/30/22), \$150,000.00 for FY23 (07/01/22-06/30/23) pending budget adoption, and \$150,000.00 for FY24 (07/01/23-06/30/24) pending budget adoption, for an aggregate total not-to-exceed \$400,000.00.

APPROVED AS TO FORM:

William Kim  
William Kim (Mar 24, 2022 16:52 EDT)

William Kim, Acting City Attorney

APPROVED AS TO FINANCE:

Robert J. F. Widigan

Robert J.F Widigan, Chief Financial Officer

FOR THE CITY OF FLINT:

CLYDE D EDWARDS  
CLYDE D EDWARDS (Mar 24, 2022 17:29 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

Eric Mays, City Council President

APPROVED AS TO PURCHASING:

Lauren Rowley

Lauren Rowley, Purchasing Manager



# CITY OF FLINT

## RESOLUTION STAFF REVIEW FORM

**TODAY'S DATE:** March 17, 2022

**BID/PROPOSAL#** 22-533

**AGENDA ITEM TITLE:** Intersection upgrades

**PREPARED BY** Kathryn Neumann for John H. Daly, III, Director of Transportation

**VENDOR NAME:** Rauhorn Electric

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

Sealed bids were solicited for various intersection upgrades. The bids are for upgrading and modernizing signals, cabinets and wire. All the new signals will be changed to LED lights. These changes are part of the City of Flint's master plan. One bid was received and Rauhorn Electric was the sole bidder. The City has used Rauhorn Electric for intersection upgrades in the past and they have done a good job. The purchase order will also be used for any emergencies when an intersection traffic light gets knocked down due to a traffic accident. This is for a two and a half year period, year 1 will be in the amount of \$100,000, year 2 will be \$150,000 and year 3 will be \$150,000.

**FINANCIAL IMPLICATIONS:** There is money in the account listed below

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

Dept.	Name of Account	Account Number	Grant Code	Amount
202	Major Street Fund	443.201-801.000		\$ 100,000.00
		FY22 GRAND TOTAL		\$100,000.00

**PRE-ENCUMBERED?** YES ☐ NO ☒ **REQUISITION NO:** 210004716

**ACCOUNTING APPROVAL:** Matthew Baker Matthew Baker (Mar 18, 2022 16:23 EDT) **Date:** \_\_\_\_\_

**WILL YOUR DEPARTMENT NEED A CONTRACT?** YES ☒ NO ☐  
(If yes, please indicate how many years for the contract) 2 1/2 YEARS

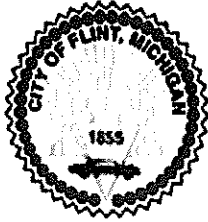
**OTHER IMPLICATIONS (i.e., collective bargaining):**

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

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

John H. Daly III  
John H. Daly III (Mar 18, 2022 14:46 EDT)

(John H. Daly, III, Director of Transportation)



Sheldon Neeley  
Mayor

**CITY OF FLINT, MICHIGAN**  
**Department of Public Works**  
**Transportation Division**

Clyde Edwards  
City Administrator

Michael J Brown  
Director

John H. Daly, III  
Director

March 17, 2022

**TO:** Lauren Rowley  
Purchasing Manager

**FROM:** John H. Daly, III *JHD*  
Director of Transportation

**SUBJECT:** RECOMMENDATION - INTERSECTION UPGRADES,  
PROPOSAL 22-533

After carefully reviewing the sole proposal received for Intersection Upgrades, I am recommending Rauhorn Electric in the amount of \$100,000 for FY22, \$150,000 for FY23 and \$150,000 for FY24. This PO will also be used for intersections that have knocked down traffic lights due to traffic accidents.

Requisition #210004716 has been pre-encumbered in the amount of \$100,000.00. If you have any questions or concerns, please do not hesitate to give me a call at ext. 2802.

**Signature:** *John H. Daly III*  
John H. Daly III (Mar 18, 2022 14:50 EDT)

**Email:** jdaly@cityofflint.com





SEALED PROPOSALS RECEIVED IN THE DIVISION OF PURCHASES & SUPPLIES  
**For Intersection Upgrades – (2.5) Years**  
 PROPOSAL # 22000533  
 Approximate Annual Quantities – Not Guaranteed  
 Furnish as requested for the period 01/02/22 – 6/30/24

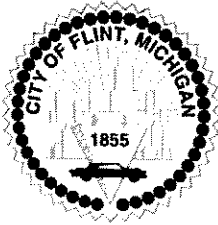
**Bidder# 1:**  
**Rauhorn Electric, Inc.**  
**Bruce Township, Michigan**

	DESCRIPTION	QUANTITY	UNIT	PRICE	EXTENSION
1A	5 <sup>TH</sup> AVE @MLK	1.000	EACH	\$ 10,517.96	\$ 10,517.96
1B	5 <sup>TH</sup> AVE @ MLK	1.000	EACH	\$ 21,602.41	\$ 21,602.41
2A	MLK @ UNIVERSITY	1.000	EACH	\$ 15,557.63	\$ 15,557.63
2B	MLK @ UNIVERSITY	1.000	EACH	\$ 9,077.10	\$ 9,077.10
3A	GRAND TRAVERSE @ UNIVERSITY	1.000	EACH	\$ 14,017.29	\$ 14,017.29
3B	GRAND TRAVERSE @ UNIVERSITY	1.000	EACH	\$ 6,861.01	\$ 6,861.01
4A	5 <sup>TH</sup> AVE @ GRAND TRAVERSE	1.000	EACH	\$ 12,162.78	\$ 12,162.78
4B	5 <sup>TH</sup> AVE @ GRAND TRAVERSE	1.000	EACH	\$ 8,509.94	\$ 8,509.94
5A	5 <sup>TH</sup> AVE @ PATRICK	1.000	EACH	\$ 11,197.55	\$ 11,197.55
5B	5 <sup>TH</sup> AVE @ PATRICK	1.000	EACH	\$ 21,935.47	\$ 21,935.47
6A	EAST BLVD @ LONGWAY BLVD	1.000	EACH	\$ 13,250.10	\$ 13,250.10
6B	EAST BLVD @ LONGWAY BLVD	1.000	EACH	\$ 16,063.86	\$ 16,063.86
7A	JP COLE @ 5 <sup>TH</sup> AVE	1.000	EACH	\$ 12,626.87	\$ 12,626.87
7B	JP COLE @ 5 <sup>TH</sup> AVE	1.000	EACH	\$ 22,955.26	\$ 22,955.26
8A	FLINT PARK BLVD @ MLK	1.000	EACH	\$ 10,517.96	\$ 10,517.96
8B	FLINT PARK BLVD @ MLK	1.000	EACH	\$ 19,584.49	\$ 19,584.49
9A	DAYTON @ DUPONT	1.000	EACH	\$ 12,162.80	\$ 12,162.80
9B	DAYTON @ DUPONT	1.000	EACH	\$ 13,303.55	\$ 13,303.55
10A	DAVISON @ LEWIS	1.000	EACH	\$ 18,011.83	\$ 18,011.83
10B	DAVISON @ LEWIS	1.000	EAH	\$ 27,283.95	\$ 27,283.95
11A	DUPONT @ MCCLELLAN	1.000	EACH	\$ 15,214.07	\$ 15,214.07
11B	DUPONT @ MCCLELLAN	1.000	EACH	\$ 25,162.55	\$ 25,162.55
12A	5 <sup>TH</sup> AVE @ MASON	1.000	EACH	\$ 10,517.96	\$ 10,517.96
12B	5 <sup>TH</sup> AVE @ MASON	1.000	EACH	\$ 18,971.12	\$ 18,971.12
				<b>GRAND TOTAL:</b>	<b>\$ 367,065.51</b>

**NOTE: Only (1) Sealed bid (referenced above) was received in the Division of Purchases and Supplies. Only an electronic bid was received from an additional vendor, which did not meet requirements as outlined in the RFP.**

**A SPECIAL NOTE FROM THE PURCHASING DIVISION**

*Bid results posted are before evaluation team review and award recommendation.*



RESOLUTION NO.: 220141

PRESENTED: APR - 6 2022

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

Proposal # 22000508

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO SEVEN BROTHERS PAINTING, INC. FOR (4) YEAR ELEVATED WATER TOWER  
REHABILITATION PROGRAM**

**WHEREAS,** The Division of Purchases and Supplies solicited proposals for 2MG Elevated Water Tower Rehabilitation Program (4) years, on behalf of the City's Water Department. The rehabilitation program includes engineering, professional management, GASB 34 compliance as alternate method of asset management, washouts, rehabilitation, repairs, painting, and visual inspections.

**WHEREAS,** The City of Flint Water Department has recommended the sole responsive bidder, Seven Brother Painting Inc., Shelby Township, MI, 48315 for this rehabilitation project of the city's elevated water tower.

**WHEREAS,** Water Department is requesting the (4) year rehabilitation program contract, in an overall amount not-to-exceed \$539,300.00. The funds will come from the following account(s):

Account Number	Account Name/ Grant Code	Amount
591-545.200-801.000	Professional Services	\$ 539,300.00
	<b>(4) YEAR GRAND TOTAL</b>	<b>\$ 539,300.00</b>

**IT IS RESOLVED,** That the Appropriate City Officials are hereby authorized to enter into a contract with Seven Brothers Painting, Inc. for a (4) Year Water Tower Rehabilitation Program with City Council's approval, in an amount not-to-exceed \$509,300.00 for FY22 (07/01/21-06/30/22), \$10,000.00 for FY23 (07/01/22-06/30/23) pending budget approval, \$10,000.00 for FY24 (07/01/23-06/30/24) pending budget approval, and \$10,000.00 for FY25 (07/01/24-06/30/25) pending budget approval, for an aggregate (4) year total not-to-exceed \$539,300.00.

**APPROVED AS TO FORM:**

William Kim  
Joanne Gurley (Mar 25, 2022 10:14 EDT)

**William Kim, Acting City Attorney**

**APPROVED AS TO FINANCE:**

Robert J. F. Widigan

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

**FOR THE CITY OF FLINT:**

CLYDE D EDWARDS  
CLYDE D EDWARDS (Mar 25, 2022 11:09 EDT)

**Clyde Edwards, City Administrator**

**APPROVED BY CITY COUNCIL:**

Eric Mays, City Council President

**APPROVED AS TO PURCHASING:**

Lauren Rowley

**Lauren Rowley, Purchasing Manager**



# CITY OF FLINT

## RESOLUTION STAFF REVIEW FORM

**TODAY'S DATE:** March 15, 2022

**BID/PROPOSAL#** 22-508

**AGENDA ITEM TITLE:** Resolution Authorizing Appropriate City Officials to Enter Into a Four (4) Year Contract with Seven Brothers Painting

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

**VENDOR NAME:** Seven Brothers Painting

### BACKGROUND/SUMMARY OF PROPOSED ACTION:

The City of Flint Department of Public Works & Utilities department solicited bids for a four (4) year agreement to establish a rehabilitation program for the water treatment plant's 2 MG elevated water tower. The rehabilitation program includes: engineering, professional management, GASB 34 compliance as alternate method of asset management, washouts, rehabilitation, repairs, painting and visual inspections. The first year of the contract agreement will be rehabilitation and remaining years two, three, and four, will consist of asset management and maintaining regulatory standards with yearly inspections. During this four (4) year agreement the vendor is responsible for any emergency repairs that are needed during this time frame. The four (4) year agreement is not to exceed \$539,300: (FY22) \$509,300; \$10,000 pending adoption of (FY23); \$10,000 pending adoption of (FY24) budget; and \$10,000 pending adoption of (FY25) budget.

### FINANCIAL IMPLICATIONS:

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

Dept.	Name of Account	Account Number	Grant Code	Amount
591	Professional Services	591-545.200-801.000	n/a	\$509,300.00
GRAND TOTAL				509,300.00

**PRE-ENCUMBERED?** YES ☒ NO ☐ **REQUISITION NO:** 220005446

**ACCOUNTING APPROVAL:** Yolanda Gray **Date:** 3-15-22

**WILL YOUR DEPARTMENT NEED A CONTRACT?** YES ☒ NO ☐  
(If yes, please indicate how many years for the contract) 4 YEAR(S)

**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** \$509,300.00

**BUDGET YEAR 2** \$10,000.00



## CITY OF FLINT

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**BUDGET YEAR 3** \$10,000.00

**BUDGET YEAR 4** \$10,000.00

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

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

**DEPARTMENT HEAD SIGNATURE:** *Scott Dungee* *3/15/2022*



December 1, 2021

City of Flint  
Lauren Rowley  
1101 S. Saginaw Street  
McKenzie Conference Room, 2<sup>nd</sup> Floor  
Flint, MI 48502

**PROPOSAL**

**PROPOSAL #22-508 - 2MG ELEVATED WATER TOWER  
REHABILITATION PROGRAM (4) YEARS**

**BID DATE: MONDAY, DECEMBER 6TH, 2021 AT 10:00AM**

**City of Flint MI 2 Million Gallon Welded Steel Water Tower  
Asset Management Program**

Description	Estimated Quantity	Bid Unit Price	Bid Price
<b>Year 1</b>			
Interior Blast, Interior Renovation, Exterior Overcoat, Repairs & Mixer Installation	1	\$509,300.00	\$509,300.00
<b>Year 2</b>			
Visual Inspection, Repairs & Emer-Serv	1	\$10,000.00	\$10,000.00
<b>Year 3</b>			
Washout, Inspection, Repairs & Emer-Serv	1	\$10,000.00	\$10,000.00
<b>Year 4</b>			
Visual Inspection, Repairs & Emer-Serv	1	10,000.00	\$10,000.00
<b>Total Bid</b>	1		<b>\$539,300.00</b>

50805 Rizzo Drive • Shelby Twp, MI • 48315 • T. 586.323.7054 • F. 586.330.9693  
sevenbrotherspainting.com



CITY OF FLINT

220142

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

PRESENTED: APR - 6 2022

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

**RESOLUTION AUTHORIZING THE SALE OF CITY OWNED LAND LOCATED AT  
1827 CHELAN TO ARTHUR TAYLOR**

**BY THE MAYOR:**

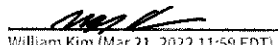
The City of Flint has acquired title to certain real estate of an existing home Parcel ID #41-17-428-009. The property address is 1827 Chelan and legally described as LAPEER PARK LOT 106.

Arthur Taylor has agreed to purchase the property commonly known as 1827 Chelan Ave., Flint, MI 48503, Parcel ID #41-17-428-009 and legally described as LAPEER PARK LOT 106. The city's interest in the aforementioned property will be conveyed by a Quit Claim Deed and sold in AS IS condition. Revenue realized from the sale of this real property will be placed in Revenue Account #101-371.209-673.100. Arthur Taylor shall pay the recording fees to register the conveyance documents at the Genesee County Register of Deeds.

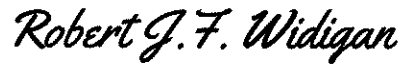
**IT IS RESOLVED**, that the appropriate City Officials are authorized to do all things necessary to enter into and complete the sale of property commonly known 1827 Chelan, Flint Michigan, Parcel ID # 41-17-428-009 and legally described as LAPEER PARK LOT 106 for a cost of \$6,000 and transfer the property to Arthur Taylor in an AS IS condition by means of conveyance of a Quit Claim Deed. Revenue realized from the sale of this real property will be placed in Revenue Account #101-371.209-673.100.

**FURTHER RESOLVED**, that the City Clerk shall, within thirty (30) days of this action, record a certified copy of this resolution with the Register of Deeds for Genesee County and forward a certified copy of said resolution to the State Treasurer.

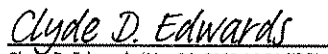
**APPROVED AS TO FORM:**

  
William Kim (Mar 21, 2022 11:59 EDT)  
\_\_\_\_\_  
**William Kim**  
Interim Chief Legal Officer

**APPROVED AS TO FINANCE**

  
\_\_\_\_\_  
**Robert J.R. Widigan**  
Chief Financial Officer

**CITY ADMINISTRATION:**

  
Clyde D. Edwards (Mar 21, 2022 16:30 EDT)  
\_\_\_\_\_  
**Clyde Edwards, City Administrator**

**CITY COUNCIL:**

\_\_\_\_\_  
**Eric Mays, Council President**



## CITY OF FLINT

### RESOLUTION STAFF REVIEW FORM

**TODAY'S DATE:** 3/8/2022

**BID/PROPOSAL#**

**AGENDA ITEM TITLE:** Resolution authorizing the sale of City-owned land located at 1827 Chelan to Arthur Taylor

**PREPARED BY** Samantha Fountain  
(Please type name and Department)

**VENDOR NAME:**

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

This is a resolution recommending the sale of 1827 Chelan, legally described as LAPEER PARK LOT 106 to Arthur Taylor. This property is one of the homes that the City Council accepted from the County Treasurer in 2018. This property is currently vacant and was made available to the public through advertisement on MLive in accordance with the approved City of Flint Policy of Disposition of Acquired Genesee County Treasurer Properties . Mr. Taylor was the highest bidder and proposes to use the property as his primary residence.

**FINANCIAL IMPLICATIONS:** The property will be removed from the inventory of City of Flint owned property and returned to the tax rolls. The City will receive \$6,000.00.

**BUDGETED EXPENDITURE?** YES ☐ NO ☒ **IF NO, PLEASE EXPLAIN:** The income from this was not anticipated in this budget year.

Dept.	Name of Account	Account Number	Grant Code	Amount
Economic Development	Sale of City Land	101-371.209-673.100	N/A	\$6,000



## CITY OF FLINT

		<b>FY21/22 GRAND TOTAL</b>	<b>\$6,000</b>
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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

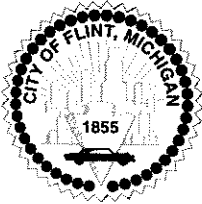
BUDGET YEAR 3

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

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

DEPARTMENT HEAD SIGNATURE: \_\_Samantha Fountain, Acting Economic Development Director  
*(PLEASE TYPE NAME, TITLE)*





220143

RESOLUTION NO.: \_\_\_\_\_  
PRESENTED: APR - 6 2022  
ADOPTED: \_\_\_\_\_

**RESOLUTION APPROVING LAND LEASE AGREEMENT WITH VERIZON  
WIRELESS FOR G-4652 BEECHER ROAD**

**BY THE MAYOR:**

**WHEREAS**, Verizon Wireless seeks to enter into a long-term lease of property from the City of Flint, approximately 3,600 square feet located at an estimated address of G-4652 Beecher Rd., Flint Township, Genesee County, Michigan, 48503, for the purposes of constructing and operating a cellular communications tower at that location; and

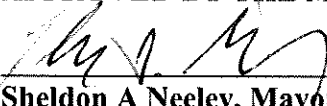
**WHEREAS**, Verizon Wireless and the City of Flint have agreed to the terms of a Land Lease Agreement, attached here by reference, by which the City shall be paid \$18,000.00/year, with that amount increasing by 1% each year that the agreement remains in effect; and

**IT IS RESOLVED**, that the Flint City Council approves the Land Lease Agreement between the City of Flint and Verizon Wireless.


**APPROVED BY CITY COUNCIL:**

\_\_\_\_\_  
Eric Mays, City Council President

**APPROVED BY THE MAYOR:**

  
\_\_\_\_\_  
Sheldon A Neeley, Mayor

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
William Kim (Mar 29, 2022 16:01 EDT)  
William Kim, Acting City Attorney



## CITY OF FLINT

### RESOLUTION STAFF REVIEW FORM

**TODAY'S DATE:** March 29, 2022

**BID/PROPOSAL#**

**AGENDA ITEM TITLE:** Resolution Approving Land Lease Agreement with Verizon Wireless for G-4652 Beecher Road

**PREPARED BY:** Law Department

**VENDOR NAME:** N/A

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

Verizon seeks to enter into a long-term lease of 3,600 square feet of property owned by the City of Flint. The city will be paid \$18,000.00 per year, with the amount increasing by 1% each year.

**FINANCIAL IMPLICATIONS:**

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

Dept.	Name of Account	Account Number	Grant Code	Amount
		<b>FY20/21 GRAND TOTAL</b>		<b>\$0.00</b>

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

**ACCOUNTING APPROVAL:** N/A **Date:** N/A

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

(If yes, please indicate how many years for the contract) 25 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)**

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

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

**DEPARTMENT HEAD SIGNATURE:** Michael JV Brown  
Michael JV Brown (Mar 29, 2022 16:10 EDT)

(Michael Brown, DPW Director)

## LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between **City of Flint**, with its principal offices located at **1101 S. Saginaw Street, Flint, Michigan 48502**, hereinafter designated LESSOR and **Cellco Partnership d/b/a Verizon Wireless** with its principal offices at **One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920** (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

### WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **GRANT.** In accordance with this Agreement, LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment ("Use") upon the Premises (as hereinafter defined), which are a part of that real property owned, leased or controlled by LESSOR at **G-4652 Beecher Road, Flint Township Genesee County, Michigan 48503** (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The Premises are a portion of the Property and are approximately **3,600 square feet in the aggregate**, and are shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE may survey the Premises. Upon completion, the survey shall replace Exhibit "B" in its entirety.

2. **INITIAL TERM.** This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 5 years beginning on the first day of the month following the Commencement Date (as hereinafter defined). The "Commencement Date" shall be the first day of the month after LESSEE begins installation of LESSEE's communications equipment.

3. **EXTENSIONS AND RELOCATION.**

(a) This Agreement shall automatically be extended for 4 additional 5 year terms unless Lessee terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

(b) LESSOR, on one (1) occasion, may relocate LESSEE to another location on the LESSOR's Property (herein referred to as the "Alternate Property"), provided the Alternate Property is similar to LESSEE's current Premises in size and is compatible for LESSEE's use in LESSEE's sole discretion; LESSOR shall pay all costs incurred by LESSEE for relocating LESSEE's equipment from the Premises to a mutually agreeable site and improving the Alternate Property so that the Alternate Property is substantially similar to the original Premises, including all costs incurred to obtain all of the certificates, permits and other approvals that may be required by any Federal, State or Local authorities as well as any satisfactory soil boring tests which will permit LESSEE use of the Alternate Property as set forth in Paragraph [6 or 7, as applicable] hereinabove; LESSOR shall give LESSEE at least six (6) months written notice before requiring LESSEE to relocate; LESSEE must be involved in the redevelopment process and Architectural Planning of LESSOR's intended expansion; and LESSEE's service will not be interrupted and LESSEE shall be allowed if necessary to place a temporary cell site and antenna structure on LESSOR's Property during relocation.

4. RENTAL.

(a). Rental payments shall begin on the Commencement Date and be due at a total annual rental of **\$18,000.00**, to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at **1101 S. Saginaw Street, Flint, Michigan 48502**, or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 20 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment shall not be delivered by LESSEE until 60 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of Lessee.

(b). For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

(c). The annual rental payments throughout the Initial Term described in Paragraph 2 and any Extensions described in Paragraph 3 shall increase at a rate of **1% per annum** over the previous year's rental payment.

5. ACCESS. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along certain rights-of-way ("Easement"), which shall be depicted on Exhibit "B". LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. In the event it is necessary, LESSOR agrees to grant LESSEE or the provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 27).

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Premises (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 24).

7. IMPROVEMENTS. The communications equipment including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence Lessee chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to LESSEE's Use.

9. TERMINATION. LESSEE may, with 3 months prior notice to LESSOR, terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) upon the annual anniversary of the Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.

10. INDEMNIFICATION. Subject to Paragraph 11, LESSEE shall indemnify and hold the LESSOR harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the LESSEE, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of LESSOR, or its employees, contractors or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim covered by this indemnification; provided that any failure of the indemnified Party to provide any such notice, or to provide it promptly, shall not relieve the indemnifying Party from its indemnification obligation in respect of such claim, except to the extent the indemnifying Party can establish actual prejudice and direct damages as a result thereof. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party.

11. INSURANCE. The Parties agree that at their own cost and expense, each will maintain commercial general liability insurance with limits not less than \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$2,000,000 for damage or destruction in any one occurrence. The Parties agree to include the other Party as an additional insured. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or the Property, resulting from any fire, or other casualty which is insurable under "Causes of Loss – Special Form" property damage insurance or for the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, even if any such fire or other casualty shall have been caused by the fault or negligence of the other Party. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 24, a violation of Paragraph 29, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or

interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

13. INTERFERENCE.

(a). LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE.

(b). Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Operations Center (at (800) 224-6620/(800) 621-2622) or to LESSOR at (see the notice address below), the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

(c). The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. Upon expiration or within 90 days of earlier termination, LESSEE shall remove LESSEE's Communications Equipment (except footings) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

15. HOLDOVER. If upon expiration of the Term the Parties are negotiating a new lease or a lease extension, then this Agreement shall continue during such negotiations on a month to month basis at the rental in effect as of the date of the expiration of the Term. In the event that the Parties are not in the process of negotiating a new lease or lease extension and LESSEE holds over after the expiration or earlier termination of the Term, then Lessee shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed rental.

16. RIGHT OF FIRST REFUSAL. If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Premises or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Premises and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within thirty (30)

days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the third party offer within thirty (30) days after receipt of LESSOR's Notice, then if LESSOR's Notice describes a transaction involving greater space than the Premises, LESSEE may elect to proceed with a transaction covering only the Premises and the purchase price shall be pro-rated on a square footage basis. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale for which LESSEE has any right of first refusal.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

18. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easement, restrictions or other impediments of title that will adversely affect LESSEE's Use.

19. ASSIGNMENT AND SUBLEASING. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE reserves all rights to lease, sublease, or license space on the tower to third party additional users and shall provide the LESSOR with written notice of such, along with the name and full contact information of the sublessee or sublicensee. All future third party additional users shall seek and secure ground space from LESSOR in a separate agreement and pay LESSOR directly for such ground space, whether or not the collocation would physically require additional ground space or not. Utility providers are not considered additional users under this paragraph. Ground layout and space to such third party additional users requires LESSEE's consent, not to be unreasonably withheld, conditioned or delayed.

Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

20. **NOTICES.** Except for notices permitted via telephone in accordance with Paragraph 13, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Flint  
1101 S. Saginaw Street  
Flint, Michigan 48502  
Attn: City Administrator

COPY TO: City of Flint  
1101 S. Saginaw Street  
Flint, Michigan 48502  
Attn: City Attorney

LESSEE: Cellco Partnership d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

21. **SUBORDINATION AND NON-DISTURBANCE.** Within 15 days of the Effective Date, LESSOR shall obtain a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to



any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

22. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 22 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

23. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

24. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. The Parties recognize that LESSEE is only leasing a small portion of LESSOR's property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

25. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE'S Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

26. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, Lessee may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

27. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

28. TAXES.

(a). LESSOR shall invoice and LESSEE shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on the LESSEE and required to be collected by the LESSOR based on any service, rental space, or equipment provided by the LESSOR to the LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on the LESSEE and required to be paid by the LESSEE that are directly attributable to the LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within 60 days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity.

(b). LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

29. NON-DISCLOSURE. The Parties agree this Agreement and any information exchanged between the Parties regarding the Agreement are confidential. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure. The Parties acknowledge that LESSOR is a municipal entity and all contracts are subject to discovery under the Freedom of Information Act (FOIA). LESSOR may be required, from time to time, to provide copies of this Agreement pursuant to valid and lawful requests made pursuant to FOIA.

30. INTENTIONALLY DELETED.

31. LESSOR'S TOWER USE. The Parties agree that LESSOR may install emergency equipment on the tower with LESSEE'S prior written approval at no cost to LESSOR, provided, however, that installation and maintenance costs of such use shall be the responsibility of LESSOR. LESSEE's consent not to be unreasonably withheld, conditioned or delayed. LESSEE may withhold consent for structural, interference or safety concerns. LESSOR'S use will be limited to one standard commercial antenna array, and LESSOR's use may not be assigned, sublet or otherwise granted to anyone not directly associated with Flint City Emergency Services who are using the Site exclusively for emergency communications

32. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

[Signature page follows. The remainder of this page is intentionally blank.]

Lessee Site: 382 I-75 & Pasadena  
Lessee Site ID: 706655  
Draft Date: March 4, 2022

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**LESSOR: City of Flint**

\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_

Its: Mayor \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
WITNESS

Approved as to form:

\_\_\_\_\_  
William Kim, Acting City Attorney

**LESSEE: Cellco Partnership d/b/a Verizon Wireless**

\_\_\_\_\_  
WITNESS

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Lessee Site: 382 I-75 & Pasadena  
Lessee Site ID: 706655  
Draft Date: March 4, 2022

## **EXHIBIT "A"**

### **DESCRIPTION OF PROPERTY**

**Commonly known as: G-4652 Beecher Road, Flint, MI 48532**

**Tax Parcel Id No: 25-07-04-300-001**

Lessee Site: 382 I-75 & Pasadena  
Lessee Site ID: 706655  
Draft Date: March 4, 2022

**EXHIBIT "B"**

**SITE PLAN OF THE PREMISES**

**(see attached – subject to change)**

## MEMORANDUM OF LEASE AGREEMENT

This Memorandum of Lease Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between **City of Flint**, with a mailing address of **1101 S. Saginaw Street, Flint, Michigan 48502**, hereinafter collectively referred to as "LESSOR", and **Cellco Partnership d/b/a Verizon Wireless**, with its principal office located at One Verizon Way, Mailstop 4AW100, Basking Ridge, New Jersey 07920, hereinafter referred to as "LESSEE". LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. LESSOR and LESSEE entered into a LEASE AGREEMENT (the "Agreement") on \_\_\_\_\_, 20\_\_ for an initial term of five (5) years, commencing on the Commencement Date. The Lease Agreement shall automatically be extended for four (4) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term.
2. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the "Property"), located at G-4652 Beecher Road, Flint Township Genesee County, Michigan 48503 and being described as approximate **3,600 square feet** in the aggregate of real property located as shown on the Tax Map of the Flint Township as a portion of **Tax Parcel No. 25-07-04-300-001** together with the non-exclusive right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along certain rights-of-way extending from the nearest public right-of-way, Beecher Road, to the demised premises described in Exhibit A. The demised premises and right-of-way are hereinafter collectively referred to as the "Premises". The Premises are described in Exhibit A attached hereto and made a part hereof. In the event any public utility is unable to use the aforementioned right-of-way, LESSOR has agreed to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.
3. The Commencement Date of the Agreement, of which this is a Memorandum, is as stated in the Agreement.
4. LESSEE has the right of first refusal to purchase the Premises during the initial term and all renewal terms of the Agreement upon the LESSOR granting to a third party by easement or other legal instrument an interest in and to that portion of the Premises occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of LESSOR'S interest in the Agreement.
5. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

[Signatures on following page – The remainder of this page is intentionally left blank]



IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

**LESSOR: City of Flint:**

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_

**LESSEE:**

**Cellco Partnership d/b/a VERIZON WIRELESS**

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

This instrument prepared by  
and when recorded return to:  
**Jonathan R. Crane**  
**Jonathan R. Crane, P.C.**  
**1126 N. Main St.**  
**Rochester, MI 48307**

STATE OF )  
 )  
COUNTY OF )

**ACKNOWLEDGEMENT**

I, \_\_\_\_\_, a Notary Public for said County and State, do hereby certify that \_\_\_\_\_ as \_\_\_\_\_ of the **City of Flint**, personally came before me this day and acknowledged that she executed the foregoing **MEMORANDUM OF LEASE AGREEMENT** as his/her own act and deed on behalf of the City of Flint.

WITNESS my hand and official Notarial Seal, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

STATE OF )  
 )  
COUNTY OF )

**ACKNOWLEDGEMENT**

I, \_\_\_\_\_, a Notary Public for said County and State, do hereby certify that \_\_\_\_\_ as \_\_\_\_\_ of the **City of Flint**, personally came before me this day and acknowledged that he executed the foregoing **MEMORANDUM OF LEASE AGREEMENT** as his/her own act and deed on behalf of the City of Flint.

WITNESS my hand and official Notarial Seal, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

**ACKNOWLEDGMENT**

I, \_\_\_\_\_, a Notary Public for said County and State, do hereby certify that \_\_\_\_\_ personally came before me this day and acknowledged that he/she is the \_\_\_\_\_, of Cellco Partnership d/b/a Verizon Wireless, and that he/she, as \_\_\_\_\_, being authorized to do so, executed the foregoing **MEMORANDUM OF LEASE AGREEMENT** on behalf of Cellco Partnership d/b/a Verizon Wireless.

WITNESS my hand and official Notarial Seal, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

**EXHIBIT A**

**Commonly Known As: G-4652 Beecher Road, Flint, MI 48503**

**Tax Parcel Id No: 25-07-04-300-001**

## SITE ACCESS AGREEMENT

This Site Access Agreement (this “**Agreement**”) is executed by Cellco Partnership d/b/a Verizon Wireless (the “**Licensee**”), with a business address of 180 Washington Valley Road, Bedminster, NJ 07921, and City of Flint (the “**Licensor**”) whose mailing address is 1101 S. Saginaw Street, Flint, Michigan 48502

### BACKGROUND

As part of Licensee’s consideration of real property (the “**Property**”) located off of Beecher Road, Flint Township, Genesee County, Michigan, as more fully described in Exhibit “A”, attached, for the placement, maintenance and use of a communications facility and appurtenant uses, the Licensor has agreed to grant to Licensee and other persons described herein, a license, to enter upon the Property to conduct activities to help Licensee assess the suitability of the Property for its intended use. These activities may include, among other things, environmental inspection, testing and sampling activities (“**Site Investigations**”) at the Property.

The purpose of this Agreement is to enter into a site access license governing the Site Investigations that may be conducted by Licensee’s authorized agents, contractors, consultants and employees.

Licensee and Licensor agree as follows:

1. **Authority to Grant a License.** Licensor represents that it has the authority to grant the access allowed by this Agreement and that there is no need to obtain the approval or consent of any other party. The Licensor hereby grants a license to Licensee to conduct the Site Investigation.
2. **Access to Property and Licensor’s Consent.** Licensor grants to Licensee and its agents, advisors, employees, consultants, representatives, and independent contractors, including environmental contractors and consultants hired directly or indirectly by Licensee (collectively, the “**Licensee Representatives**”), the right, but not the obligation, of ingress to, egress from, and access under, above, and through, the Property for the purpose of performing the Site Investigation. The Site Investigation may include, but is not necessarily limited to, activities intended to (1) review environmental, safety and health conditions; (2) conduct radio tests, including the placing of radio broadcast/receive equipment on the Property for necessary periods; (3) conduct physical, structural and geotechnical testing; and (4) perform boundary and other surveys. These activities may, among other things, include the collection and testing of samples of soil, water, building materials and other substances. Without limiting the generality of the foregoing, the Licensee Representatives may drill into the soil, drill through pavement, remove reasonable amounts of soil, install and sample monitoring wells, and perform other tests, actions, evaluations, procedures, and treatments to complete its investigations. The Licensee Representatives shall undertake all activities on the Property in compliance with all applicable laws and shall use commercially reasonable efforts to minimize the extent and duration of any interference with Licensor’s business operations on the Property. The cost of all such activities shall be the responsibility of Licensee (or the Licensee Representatives as arranged between the Licensee Representative and the Licensee) and not Licensor.

3. **Advance Notice.** Licensee or Licensee Representatives shall give Licensor at least twenty four (24) hours advance notice, either orally (by telephone or in person) or by electronic message of a planned activity that can reasonably be expected to require invasive activities into the Property's subsurface, including notice of the areas of the Property that are expected to be materially affected by any sampling, monitoring, installation, or similar action. Licensee Representatives shall cooperate with Licensor to schedule the activities so as to minimize the extent and duration of any interference with Licensor's operations.

4. **Installation, Sampling, and Removal.** Licensor shall cooperate with the Licensee Representatives regarding all installation, monitoring, sampling, removal and related activities that Licensee Representatives desire to conduct on the Property. Licensor shall cooperate in locating buried utilities and improvements on the Property at the request of Licensee Representative and shall assist the Licensee Representatives in avoiding impacts to such buried or concealed features. At the Licensor's specific request, Licensee Representatives shall use commercially reasonable efforts to schedule its activities to avoid times of peak business activity on the Property. Licensor authorizes Licensee Representatives to obstruct temporarily, but for a reasonable period of time, access to, or use of, limited areas of the Property to conduct Site Investigations. Licensee Representatives may use any electrical or other utility outlets or connections on the Property to conduct its activities. Licensee Representatives shall split all samples with Licensor upon Licensor's request, so long as Licensor pays for any and all additional costs incurred by the Licensee Representatives in this regard. After completing the activities contemplated by this Agreement, Licensee or Licensee Representatives shall remove their equipment and restore any part of the Property that was affected by its activities to a condition that is reasonably similar to the condition of the Property at the time immediately preceding the commencement of said activities.

5. **Indemnification.** (a) Licensee shall indemnify and hold harmless Licensor for any penalties, damages or costs that result from the negligence or willful misconduct, misrepresentation or breach of warranty in this agreement by Licensee or Licensee representatives.

(b) Licensor shall indemnify and hold harmless Licensee and Licensee Representatives for any penalties, damages or costs that result from the negligence or willful misconduct, misrepresentation or breach of warranty in this agreement by Licensor including any damages or injuries to Licensee Representatives persons and/or property which arise from or relate to any existing hazardous waste, pollutant or hazardous substance presence or release associated with or related to the Property.

(c) The indemnification in this agreement shall only apply if prompt notice is provided to the indemnifying party. The indemnity is conditioned on the following: (i) the indemnifying party has the opportunity to fully manage any indemnified matter as it deems appropriate (including any required remediation or defense of claims) with employees, agents, contractors, consultants and attorneys of the indemnifying party's choosing and (ii) the reasonable cooperation of any indemnified party (including the signing of any properly completed forms that will allow for the continued current use of the property).

(d) The site access granted to the Licensee and/or Licensee Representatives pursuant to this Agreement extends to any repair or restoration work required to remediate any damage to the Property that is indemnified pursuant to this Section.

6. **Test Results.**

(a) Licensor understands and acknowledges that the environmental testing to be undertaken may create legal duties applicable to Licensor if conditions of pollution are discovered and that except to the extent required by law, neither Licensee nor Licensee Representatives have an obligation to report any test results or conditions to any party as a result of this Agreement. Licensee and Licensee Representatives will provide copies of test results to Licensor unless Licensor specifically requests, in writing, prior to the start of testing, not to receive the test results from Licensee's review. Licensor acknowledges that these tests are performed for Licensee's specific purposes and cannot be relied on by Licensor in any way as being accurate or sufficient for any purposes. Licensor agrees and acknowledges that it is not authorized to share, provide, disseminate, present, and/or make available the test results to any third party unless required by law.

(b) In certain cases test results regarding the environmental conditions of the property may result in a reporting obligation specific to Licensee or Licensee Representatives. In any of those cases, Licensee or Licensee Representative shall, if reasonably possible, notify Licensor at least twenty four (24) hours prior to making the notification but in any case within seventy two (72) hours after making the notification to the appropriate agency. Licensor agrees that Licensee and Licensee Representatives bear no responsibility for the costs resulting from that reporting and that Licensee shall not become responsible for any conditions that it discovers during the Site Investigation.

(c) Licensor acknowledges and agrees that any samples that are taken during the activities undertaken pursuant to this Agreement and any investigation-derived media (i.e., drill cuttings, well purge water) generated by the investigation may require off-site disposal based upon test results. Licensor agrees to execute all properly completed waste manifests or other documents required for proper disposal of test results. Licensor's obligation to sign any properly completed waste manifests or other documents required for proper disposal survives this Agreement so long as those items that require disposal were generated pursuant to this Agreement. The cost of off-site disposal of media will be paid for by Licensee or the appropriate Licensee Representative, not Licensor.

(d) Licensee may use the results of the Site Investigation as it deems appropriate and may share the results with third parties, including, but not necessarily limited to attorneys, consultants, contractors, employees and regulators.

7. **Termination.** This Agreement shall terminate automatically on the earlier of: (1) execution of a lease agreement for any part of the Property between Licensee and Licensor, or (2) a decision by Licensee that the site is unsuitable.

8. **Waiver; Modification; Severability.** An extension, amendment, modification, cancellation, or termination of this Agreement will be valid and effective only if it is in writing and signed by each party to this Agreement, except as provided otherwise in this Agreement. In addition, a waiver of any duty, obligation, or responsibility of a party under this Agreement will be valid and effective

only if it is evidenced by a writing signed by, or on behalf of, the party against whom the waiver or discharge is sought to be enforced. Whenever possible, each provision of this Agreement should be construed and interpreted so that it is valid and enforceable under applicable law. However, if a provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that provision will be deemed severable from the remaining provisions of this Agreement and will not affect the validity, interpretation, or effect of the other provisions of this Agreement or the application of that provision to other circumstances in which it is valid and enforceable.

9. **Assignment; Third Party Beneficiaries.** Neither the entry of this Agreement or any action taken by Licensee hereunder shall create any third party beneficiary or third party beneficiary rights.

10. **Legal Matters.** The validity, construction, enforcement, and interpretation of this Agreement are governed by the laws of the State where the Property is located and the federal laws of the United States of America.

11. **Notices.** Except for oral notices specifically authorized in this agreement, notices permitted by this Agreement will be valid only if such notice is in writing, delivered personally or by e-mail, telecopy, commercial courier, or first class, postage prepaid, United States mail (whether or not certified or registered and regardless of whether a return receipt is requested or received by the sender), and addressed by the sender to the intended recipient at its address set forth in the first paragraph of this Agreement, or to such other address as the intended recipient may designate by notice given to the sender in accordance with this section. A validly given notice, consent, demand, request, or approval will be effective on the earlier of its receipt, if delivered personally or by e-mail, telecopy, or commercial courier, or the third day after it is postmarked by the United States Postal Service, if delivered by first class, postage prepaid, United States mail. Each party promptly shall notify the other of any change in its mailing address or telephone contact number stated in this Agreement.

12. **Complete Agreement; Survival.** This Agreement records the entire understanding between the parties regarding the subjects addressed in it and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by either of them.

13. **Execution and Effectiveness.** The parties may execute this Agreement in counterparts. Each executed counterpart will constitute an original document, and all executed counterparts, together, will constitute the same agreement. This Agreement will become effective upon the last signatory's delivery of the fully executed document to the other party, and the last signatory shall fill in the EXECUTED date below prior to such delivery.



**EXHIBIT A**  
**LEGAL DESCRIPTION**

**Commonly known as: G-4652 Beecher Road, Flint Township, Genesee County, Michigan**  
**Tax Parcel No. 25-07-04-300-001**



RESOLUTION NO.:

220149

PRESENTED:

APR - 6 2022

ADOPTED:

**RESOLUTION AUTHORIZING USE OF ARPA FUNDING TO DEMOLISH  
BLIGHTED STRUCTURES IN THE CITY OF FLINT**

**BY THE MAYOR:**

**WHEREAS**, unoccupied, blighted properties are a major concern of the City of Flint and its residents; and

**WHEREAS**, the Genesee County Land Bank Authority (GCLBA) is currently in possession of over 4,000 unoccupied properties with structures remaining, 2000 of which are unfit for sale or occupancy, and an additional 1,100 of which are in poor condition and which are currently being inspected to determine if they should be prioritized for demolition; and

**WHEREAS**, the Genesee County Land Bank Authority (GCLBA) has requested that the City of Flint allocate \$16 million of its American Rescue Plan Act (ARPA) funding to conduct demolition of blighted, unoccupied structures, which will fund the demolition of 800 blighted residential and commercial structures in the City of Flint; and

**WHEREAS**, GCLBA intends to combine the City's contribution of \$16 million with an \$8 million contribution from Genesee County, leveraging these funds to secure an additional \$21.3 million from other sources, which will fund the demolition of up to 2,410 blighted structures in the City of Flint (~94%) and Genesee County (~6%).

**IT IS RESOLVED**, that the Flint City Council authorizes the appropriate City Officials to do all things necessary to use of the City's ARPA funds to demolish blighted structures as specified above. Before funds are distributed, the City of Flint's ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of the Treasury final rules. Funds will be paid from the American Rescue Plan Act fund (287).

**APPROVED BY CITY COUNCIL:**

\_\_\_\_\_  
Eric Mays, City Council President

**APPROVED BY THE MAYOR:**

\_\_\_\_\_  
Sheldon A Neeley, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
William Kim (Apr 5, 2022 13:21 EDT)  
William Kim, Acting City Attorney

**APPROVED AS TO FINANCE:**

\_\_\_\_\_  
Robert J.F. Widigan (Apr 5, 2022 14:45 EDT)  
Robert J.F. Widigan, CFO



## CITY OF FLINT

### RESOLUTION STAFF REVIEW FORM

**TODAY'S DATE:** April 5, 2022

**BID/PROPOSAL#** N/A

**AGENDA ITEM TITLE:** Resolution Authorizing Use of ARPA Funding to Demolish Blighted Structures in the City of Flint

**PREPARED BY:** Finance Department

**VENDOR NAME:** N/A

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

GCLBA requests that the City of Flint contribute \$16 million of its ARPA funding, with the intention of leveraging that contribution to secure a total of \$45.3 million. This \$45.3 million will be used to demolished blighted structures in the City of Flint and Genesee County, with approximately 96% of the demolitions to occur in the City.

**FINANCIAL IMPLICATIONS:**

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

Dept.	Name of Account	Account Number	Grant Code	Amount
	ARPA Grant	287-171.716-801.000	FUSDT-CSLFRF	\$16,000,000.00
		<b>FY20/21 GRAND TOTAL</b>		<b>\$0.00</b>

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

**ACCOUNTING APPROVAL:** N/A **Date:** N/A

**WILL YOUR DEPARTMENT NEED A CONTRACT?** YES ☒ NO ☐  
(If yes, please indicate how many years for the contract) 5 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)

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



## CITY OF FLINT

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

DEPARTMENT HEAD SIGNATURE: Robert J.F. Widigan  
Robert J.F. Widigan (Apr 5, 2022 14:45 EDT)

(Robert J.F. Widigan, Chief Financial Officer)



## Language for Resolution

### Genesee County Land Bank Request for American Rescue Plan Act (ARPA) Funding to Demolish Eligible Blighted Properties in Flint and Genesee County

#### Summary

The Genesee County Land Bank Authority (GCLBA) is requesting \$16 million from the City of Flint in American Rescue Plan Act (ARPA) funding to demolish priority blighted GCLBA held structures in the City of Flint. Genesee County is proposing to commit \$8 million in ARPA funding to demolish blighted GCLBA held properties in Flint and Genesee County. The GCLBA together with the Genesee County Treasurer will commit a combined total of \$4.5 million in additional matching funds. We plan to further leverage city funding with an \$8 million matching grant from the C.S. Mott Foundation and up to \$8.8 million from the State of Michigan and a variety of other sources to secure a total of \$45.3 million in blight elimination funding.

With the \$16 million in funding from the city, the GCLBA will demolish approximately **800 blighted residential and commercial structures in Flint**. If we are successful in fully leveraging the city's ARPA funding, we hope to demolish a total of up to 2,410 blighted structures in Flint (~94%) and Genesee County (~6%). While the inventory of blighted properties will continue to grow and we will need to continue to seek funding for future demolitions, the demolitions proposed to be completed with this funding will help to promote public health and safety, stabilize property values, and to enhance economic development opportunities.

#### About the Land Bank

The Land Bank receives blighted properties from the Genesee County Treasurer after people stop paying their taxes and the land goes through tax-foreclosure. GCLBA currently has about 15,000 properties in its inventory. Of those, over 4,000 have structures remaining, the majority of which have been left vacant for years before they end up in our inventory. When feasible, we sell houses to responsible owners through Realtors or our Featured Homes and Ready for Rehab programs. We also sell commercial properties and land for development and re-use. The revenue generated from these sales helps to support program operations, such as property maintenance. However, not all the structures in our inventory are currently fit to sell. There

are currently roughly 2,000 unfunded demolitions in the City of Flint. (see [flintpropertyportal.com](http://flintpropertyportal.com) for updates). An additional 1,100 properties are in poor condition and are currently being inspected to determine if they should be prioritized for demolition.

### **The Case for Eliminating Hazards in Neighborhoods**

Eliminating hazards in neighborhoods and commercial corridors is the first step to restoring value to neighboring homeowners, creating opportunities for homeowners to build wealth through homeownership, and creating new opportunities for investment and improvements in areas that have experienced significant hardship over the past few decades. Hazardous structures in neighborhoods attract dumping and other criminal activity, create health and safety risks to residents, and depress the value of surrounding homes and businesses. Demolition is consistently ranked as a very high priority for residents.

### **Benefits of Blight Elimination**

Public health research links blight elimination and revitalization to reductions in firearm violence and drug crime<sup>i</sup> and creating safe and healthy neighborhoods when combined with resident engagement.<sup>ii</sup> Furthermore, research linking abandoned building remediation to significant reductions in firearm violence and vacant lot remediation indicates that returns on investment for firearm prevention were \$5 and \$79 for every dollar spent on abandoned building remediation and \$26 and \$333 for every dollar spent on vacant lot remediation.<sup>iii</sup> Research completed in Baltimore indicates that building remediations were significantly associated with citywide reductions in overall crimes, total assaults, gun assaults and nuisance crimes ( $p < 0.001$ ).<sup>iv</sup> Additional research suggests that remediating neighborhood blight may reduce stress and improve health.<sup>v</sup>

### **Leveraging Additional Funding for Demolition**

We have set an ambitious goal of securing \$16 million in ARPA funds from the City of Flint to leverage additional funding from other sources to secure a total of \$45.3 million as detailed in the chart and table below:

<b>FUNDING SOURCE</b>	<b>FUNDS</b>
ARPA - CITY	\$16,000,000
ARPA - COUNTY	\$8,000,000
OTHER CONFIRMED AND POTENTIAL SOURCES	\$13,300,000
CS MOTT FOUNDATION LEVERAGED	\$8,000,000
<b>TOTAL</b>	<b>\$45,300,000</b>

## Proposed Budget for City ARPA

The GCLBA has provided cost estimates to complete the demolitions below. However, the number of demolitions and the type of demolitions (residential v. commercial) will vary and depend on the market conditions and pricing secured through competitive bidding. The cost estimates for demolition are based on pricing of demolitions during the past few years. Costs may fluctuate with variable market conditions, an increase in gas prices, and labor shortages. Additional details on the budget are provided below.

Budget Item	Estimated Units	Estimated Unit Rate	Budgeted Expenditures
Residential demolition	745	\$ 14,500	\$ 10,803,000
Commercial demolition	55	\$ 65,400	\$ 3,597,000
Property maintenance	800	\$ 1,000	\$ 800,000
Project Management (5%)	800	5%	\$ 800,000
TOTAL	800		\$ 16,000,000

**Estimated Demolition Cost:** The cost of demolition includes but is not limited to dangerous building inspection, environmental inspection, utility cuts, environmental abatement, demolition, site restoration, and field oversight/compliance oversight.

**Property Maintenance:** This includes up to five years of property maintenance after demolition through the Land Bank's Clean & Green program.

**Project/Grant Management:** This includes all competitive procurement of all demolition activities, project management of bids/contracts to ensure compliance with the bid specifications and grant requirements, and grant and financial management.

### Property Selection

There are currently roughly 2,000 unfunded demolitions in the City of Flint. (see [flintpropertyportal.com](http://flintpropertyportal.com) for updates). An additional 1,100 properties are in poor condition and may also be in need of demolition. Many of these properties will be added to the unfunded demolition list after inspections are complete.

Dangerous structures on the unfunded demolition list in need of immediate response due to dangerous conditions may be prioritized for demolition first. In addition, structures with utilities retirements already completed or underway may be completed before others to enable us to begin work as soon as possible.

The GCLBA will select the remaining demolitions from the GCLBA's unfunded demolition list following resident priorities. In 2021, the Land Bank gathered input using a survey available for

residents to complete on-line or in paper format. Land Bank staff encouraged residents to complete the survey by publicizing it on local news, social media, press releases, emails, presentations at neighborhood meetings and by making phone calls. Based on more than 400 survey responses, residents ranked the following factors based on what they felt was most important, with 0 being not important, and 10 being particularly important.

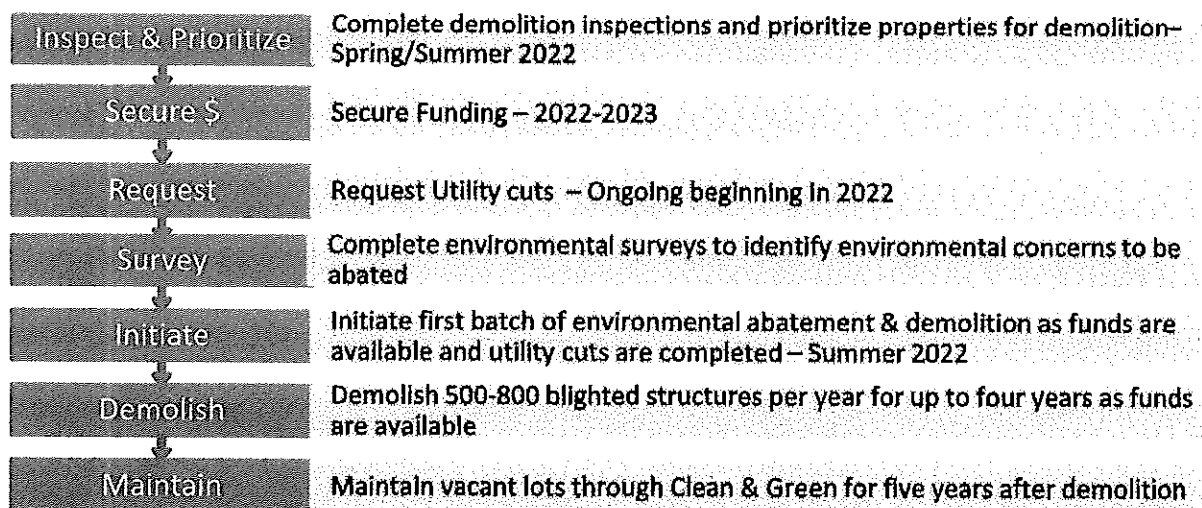
- Houses directly next door to occupied properties (score of 9.5 out of 10)
- Houses in areas where more people live, and homes are occupied (score of 8.9 out of 10)
- Houses near open schools (score of 8.7 out of 10)
- Houses that are burnt (8.5 out of 10)
- Houses with fire insurance funds (8.1 out of 10)
- Houses near local parks (8 out of 10) ◇ Houses on or near major roads (7.7 out of 10)

Properties will be prioritized for demolition as funds are available by creating a system of weights aligning with the collective ranking of each factor. The weights are then used to score each property. The highest scoring properties are selected for demolition.

### Schedule

We will follow the process detailed below to prepare properties and complete demolitions within geographic areas in the City. This will help to control costs and increase efficiencies. Utility cuts from Consumers can take several months to complete. Therefore, once the funding is secured and the demolition list is finalized, we will divide the city into sections and submit properties within each section for utility cuts followed by surveys, bidding, and demolition. As utility cuts are completed, we will bid and contract demolition projects.

All of the city ARPA funds will be expended by December 31<sup>st</sup>, 2026.





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- <sup>i</sup> Jay, J., Miratrix, L. W., Branas, C. C., Zimmerman, M. A., & Hemenway, D. (2020). A response to "Comment on 'Urban building demolitions, firearm violence and drug crime.'" *Journal of Behavioral Medicine*, 43(1), 152–153. <https://doi.org/10.1007/s10865-019-00126-0> CITE
- <sup>ii</sup> Rupp, L. A., Zimmerman, M. A., Sly, K. W., Reischl, T. M., Thulin, E. J., Wyatt, T. A., & Stock, J. J. P. (2020). Community-Engaged Neighborhood Revitalization and Empowerment: Busy Streets Theory in Action. *American Journal of Community Psychology*, 65(1–2), 90–106. <https://doi.org/10.1002/ajcp.12358> CITE
- <sup>iii</sup> Branas, C. C., Kondo, M. C., Murphy, S. M., South, E. C., Polsky, D., & MacDonald, J. M. (2016). Urban Blight Remediation as a Cost-Beneficial Solution to Firearm Violence. *American Journal of Public Health; Washington*, 106(12), 2158–2164. <http://dx.doi.org/10.2105/AJPH.2016.303434>
- <sup>iv</sup> Kondo, M. C., Keene, D., Hohl, B. C., MacDonald, J. M., & Branas, C. C. (2015). A Difference-In-Differences Study of the Effects of a New Abandoned Building Remediation Strategy on Safety. *PLoS One; San Francisco*, 10(7), e0129582. <http://dx.doi.org/10.1371/journal.pone.0129582>
- <sup>v</sup> South, E. C., Kondo, M. C., Cheney, R. A., & Branas, C. C. (2015). Neighborhood Blight, Stress, and Health: A Walking Trial of Urban Greening and Ambulatory Heart Rate. *American Journal of Public Health*, e1–e5. <https://doi.org/10.2105/AJPH.2014.302526>
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