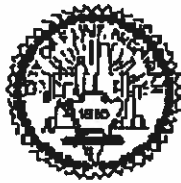


# **City of Flint, Michigan**

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



## **Meeting Agenda - Amended**

**Wednesday, March 23, 2022**

**5:00 PM**

**AGENDA AMENDED TO ADD RESO NO. 220129**

**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**

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

**REQUEST FOR CHANGES AND/OR ADDITIONS TO AGENDA**

*Council shall vote to adopt any amended agenda.*

**PUBLIC SPEAKING**

*Members of the public shall have no more than two (2) minutes to address the City Council on any subject.*

**COUNCIL RESPONSE**

*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 (2) minutes.*

**RESOLUTIONS**

- 220038**      Public Hearing/Rules Governing Meetings of the Flint City Council
- Resolution resolving that the appropriate city officials are hereby authorized to do all things necessary to conduct a public hearing for the purpose of public input on the proposed amendments to the Rules Governing Meetings of the Flint City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, in City Council Chambers, 1101 S. Saginaw Street, Flint.
- 220095**      Amendment/Settlement Agreement/Concerned Pastors et al v Nick Khouri et al, File No. 16-10277
- Resolution resolving that the Flint City Council approves and consents to amending the Settlement Agreement in Concerned Pastors, et al v Khouri, et al, as described. [NOTE: The parties have agreed to extend the deadline for completing the excavation and replacement of residential service lines to 2022, along with other related amendments to account for the current circumstances.]
- 220105**      Contract/Rowe Professional Services/Project Management Services/SLE-SLR and Restoration Projects
- Resolution resolving that the appropriate City Officials are to enter into a contract with Rowe Professional Services for Project Management Services for

the SLE/SLR and restoration projects for an overall amount not-to-exceed \$2,900,000.00.

**220106** North Flint Reinvestment Corporation/North Flint Food Market

Resolution resolving that the appropriate City Officials are authorized to do all things necessary to administer funds, in the amount of \$600,000.00, to the North Flint Reinvestment Corporation for its grocery store, the North Flint Food Markey, and activities surrounding its grocery story, with funding provided under the Coronavirus Local Fiscal Recovery Funds (CLFRF)/American Rescue Plan Act (ARPA) funds in order to address the negative economic impacts caused by the public health emergency by supporting small businesses.

**220110** CO#1/Contract/Lang Construction/Chemical Systems Feed Building

Resolution resolving that the appropriate City Officials are authorized to issue a Change Order to Lang Construction for chemical feed system, in an amount NOT-TO-EXCEED \$330,107.21 for FY22, for the total aggregate Purchase Order amount NOT-TO-EXCEED \$4,416,064.21 for FY22.

**220120** Participation/Michigan State Housing Development Authority (MSHDA)/Michigan Homeowner Assistance Fund

Resolution resolving that the City Administrator is authorized to do all things necessary to effectuate the City of Flint's participation in the Michigan State Housing Development Authority's (MSHDA) Michigan Homeowner Assistance Fund (MIHAF) program, including but not limited to executing the necessary agreements with MSHDA.

**220121** CO#1/Contract/Lasercom LLC/Additional Postage Costs

Resolution resolving that the appropriate City Officials are authorized to do all things necessary to enter into Change Order No. 1 to the contract with Lasercom LLC to provide additional postage for the mailing of City water and sewer bills for FY2022, in the amount of \$24,500.00, for an aggregate a FY2022 total amount of \$173,590.00 under the same terms and conditions.

**220122** Berger Chevrolet/Twenty (20) Chevrolet Tahoes/Police Pursuit Vehicles (PPV)

Resolution resolving that the proper City Officials are authorized to issue a purchase order to Berger Chevrolet for twenty (20) 2019 Chevrolet Tahoe Police Pursuit Vehicles (PPV) with full police upfitting, in an amount NOT-TO-EXCEED \$257,877.66 for FY2022.

**220123** Dell Marketing L.P./Microsoft Licensing Renewal

Resolution resolving that the Division of Purchases and Supplies is authorized to issue a Purchase Order to Dell Marketing L.P. for a three (3) year Microsoft licensing renewal, in the amount of \$14,826.00 for the remainder of FY2022, \$74,128.60 for FY2023 pending budget adoption, \$88,954.60 for FY2024

pending budget adoption, and \$88,954.60 for FY2025 pending budget adoption, for a total aggregate amount NOT-TO-EXCEED \$266,863.80.

**220124**      Contract/Greater Flint Health Coalition/Family Health Assessments/Lead Based Paint Hazard Control Program (LBPHC)

Resolution resolving that the appropriate City Officials are authorized to do all things necessary to enter into a contract with the Greater Flint Health Coalition, in an amount NOT-TO-EXCEED \$349,977.00, over the 42 month grant period.

**220125**      CO#1/Contract/J.F. Cavanaugh Company/WPC Aeration System Improvements Project

Resolution resolving that the proper City Officials are authorized to do all things necessary to enter into Change Order No. 1 to the contract with J.F. Cavanaugh Company for the additional work, time and materials required to complete the WPC Aeration System Improvements project, in an amount NOT-TO-EXCEED \$1,700,000.00, for a revised contract amount NOT-TO-EXCEED \$19,909,831.00.

**220126**      CO#1/Contract/McNaughton McKay Electrical Company/Facilities Maintenance

Resolution resolving that the Division of Purchases and Supplies is authorized to complete Change Order No. 1 to the contract with McNaughton McKay Electrical Company for Facilities Maintenance, in the amount of \$12,000.00.

**220127**      [Change Order]/Great Lakes Tree Experts/Additional Tree Services

Resolution authorizing the appropriate City Officials to do all things necessary to relocate funds to Great Lake Tree Experts to provide additional tree services for FY2022, in the amount of \$45,000.00, and a total contract amount NOT-TO-EXCEED \$140,000.00 for FY2022.

**220129**      [Change Order]/J & M Tree Service/Additional Tree Services

Resolution authorizing the appropriate City Officials to do all things necessary to relocate funds to J & M Tree Service to provide additional tree services for FY2022, in the amount of \$30,000.00, and a total contract amount NOT-TO-EXCEED \$125,000.00 for FY2022.

## **DISCUSSION ITEMS**

## **ADJOURNMENT**

**RESOLUTION NO.: 220038**

**PRESENTED: January 19, 2022**

**ADOPTED:**

**Resolution to Approve a Public Hearing Regarding the  
Amended Changes to Rules Governing Meetings of the Flint City Council**

**By the Flint City Council:**

**WHEREAS**, an ad hoc Rules committee was established on November 15, 2021, for the purpose of revision to the Rules Governing Meetings of the Flint City Council (the Rules), which were adopted as amended on June 12, 2017; and

**WHEREAS**, significant amendments to the Rules have been made by the ad hoc Rules committee for the purposes of clarity and consistency therein; and

**WHEREAS**, Section 1-801 et seq. of the Flint City Charter requires a public hearing for proposed amendments of the Rules.

**THEREFORE BE IT RESOLVED**, that the appropriate City officials are hereby authorized to do all things necessary to conduct a public hearing for the purpose of public input on the proposed amendments to the Rules Governing Meetings of the Flint City Council on the \_\_\_\_ day of \_\_\_\_\_, in City Council Chambers, 1101 S. Saginaw Street, Flint.

**APPROVED AS TO FORM:**

**CITY COUNCIL:**

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

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

## **RULES GOVERNING MEETINGS OF THE FLINT CITY COUNCIL**

### **GENERAL**

#### **PREAMBLE**

OPEN MEETINGS ACT (OMA)

FREEDOM OF INFORMATION ACT (FOIA)

RULE 1 PARLIAMENTARY AUTHORITY

RULE 2 SUSPENSION AND AMENDMENT OF RULES

### **ORGANIZATION #1**

RULE 3 COUNCIL PRESIDENT; PRESIDING AT MEETINGS

RULE 4 APPOINTMENT OF COMMITTEES

### **ORGANIZATION #2**

RULE 5 TIME AND PLACE OF MEETINGS AND SPECIAL MEETINGS

RULE 6 AGENDA FOR REGULAR MEETINGS OF COUNCIL; AGENDAS FOR COMMITTEE MEETINGS

RULE 7 ORDER OF BUSINESS FOR REGULAR MEETINGS OF COUNCIL

### **ORGANIZATION #3**

EXECUTIVE OR CLOSED SESSIONS

### **ACTION BY COUNCIL**

RULE 8 FORM OF ACTION; DIVISION OF QUESTION

RULE 9 VOTING; VOTING – ABSTAINING VOTES

RULE 10 INTRODUCTION AND ENACTMENT OF ORDINANCES

### **MOTIONS #1**

RULE 11 CONSIDERATION OF MOTIONS

RULE 12 SUPPORT FOR MOTIONS

RULE 13 MOTION TO ADJOURN

RULE 14 MOTION TO RECESS

RULE 15 MOTION TO POSTPONE TEMPORARILY (LAY ON THE TABLE)

RULE 16 MOTION TO VOTE IMMEDIATELY (PREVIOUS QUESTION OR CALL THE QUESTION)

RULE 17 MOTION TO LIMIT OR EXTEND DEBATE

**MOTIONS #2**

RULE 18 MOTION TO POSTPONE DEFINITELY

RULE 19 MOTION TO REFER (COMMIT)

RULE 20 MOTION TO AMEND

RULE 21 MOTION TO POSTPONE INDEFINITELY

RULE 22 MOTION TO RECONSIDER

RULE 23 MOTION TO RESCIND

RULE 24 REQUEST TO WITHDRAW A MOTION

**MOTIONS #3**

RULE 25 INCIDENTAL MOTIONS – POINT OF ORDER

RULE 26 INCIDENTAL MOTIONS – POINT OF REQUEST FOR INFORMATION

**PUBLIC PARTICIPATION AND MAINTENANCE OF ORDER**

RULE 27 MAINTENANCE OF ORDER AND DEBATE

RULE 28 RIGHT TO SPEAK IN DEBATE

RULE 29 PUBLIC MEETINGS AND PARTICIPATION BY PUBLIC

**CONDUCT, ETHICS AND DISCIPLINARY ACTIONS**

RULE 30 GENERAL CONDUCT AND STANDARDS OF CONDUCT

RULE 31 ETHICS

RULE 32 DISCIPLINARY ACTIONS

**REVIEW OF CITY COUNCIL RULES**

RULE 33 ANNUAL REVIEW OF CITY COUNCIL RULES

## GENERAL

### PREAMBLE

These are rules governing the orderly conduct of Flint City Council meetings in accordance with Robert's Rules of Order and certain laws.

### OPEN MEETINGS ACT (OMA)

City Council meetings are subject to the Open Meetings Act, Public Act 267 of 1976, MCL 15.261 through 15.275.

### FREEDOM OF INFORMATION ACT (FOIA)

All documents of the meetings of the Flint City Council (i.e. agendas, minutes, attachments, transcripts, recordings) are public documents subject to the FOIA, MCL 15.231 et seq., unless subject to exemptions rule in FOIA.

### PARLIAMENTARY AUTHORITY

Rule 1.1 All matters of procedure not covered specifically by Council Rules, State, or Local law, shall be governed by Robert's Rules of Order 11<sup>th</sup> Ed. If a conflict arises between Council Rules and Robert's Rules of Order, Council Rules take precedence.

Rule 1.2 The President or Chair (Presiding Officer) ~~SHALL (is required to)~~ shall decide all questions arising under these rules and general parliamentary practice, subject to appeal. ~~While on all questions of order, and of interpretation of the rules, and of priority of business, it is the DUTY of the Chairman to shall first decide the question, and it is the privilege of any member to may "appeal from the decision."~~ If the appeal is seconded, the Chairman ~~shall~~ states his ~~their~~ decision, and that it has been appealed from, and then states the question thus: "Shall the decision of the Chair stand as the judgment of Council?" The Chairman can then, ~~without leaving the chair,~~ state the reasons for his ~~their~~ decision, after which it is open to debate. ~~Unless the appeal shall be determined by a majority of the Councilpersons Councilmembers elect, vote against the Chair's ruling, the ruling stands.~~

Rule 1.3 City Council can appoint a person of their choosing to be the Parliamentary Authority, but any Councilmember may make reference to either City Council Rules, which take precedence over Robert's Rules, or reference to Robert's Rules when the issue is not covered in City Council Rules.

### SUSPENSION AND AMENDMENT OF RULES

Rule 2.1 ~~Any individual The rules may be suspended on the vote of two-thirds of the Councilpersons Councilmembers elect, to allow for consideration of business that would not otherwise be allowed, unless other rules provide for an alternative means of conducting said business. A motion to suspend a rule is not debatable.~~

Rule 2.2 The rules may be amended in accordance with Section 1-801 of the Flint City Charter.

Commented [WK1]: Per 3-204(A) of the City Charter, "Except as otherwise provided by this Charter no action of the City Council shall be effective unless a majority of the members elect of the City Council vote in favor of the action."



## ORGANIZATION #1

### COUNCIL PRESIDENT; PRESIDING AT MEETINGS

- Rule 3.1 The Council shall have a President and a Vice-President, each chosen by a majority of the ~~Councilpersons~~Councilmembers elect for a ~~one-year term~~ which shall end on the second Monday in November.
- Rule 3.2 The President shall preside at the meetings of the Council and, in the absence of the President, the Vice-President shall preside. If both the President and Vice-President are absent, a Chairperson from a Council Committee shall preside in the following order: Finance, Governmental Operations, Legislative, Grants.

### COMMITTEES

- Rule 4.1 The President, unless otherwise directed by the Council, shall appoint all committee chairs and vice-chairs for a one-year term which shall end on the second Monday in November.
- Rule 4.2 The standing committees of the City Council are Finance, Governmental Operations, Legislative, Grants, and Special Affairs. The Council President may determine in which order they are addressed.
- Rule 4.3 Finance Committee - Business conducted consists of all matters relating to City finances (e.g. spending, revenue, contracts, fees, budgets, audits, etc.). Finance Committee shall meet at 5:00 pm on the Wednesdays a week before regular Council meetings. [Note - see Rule 6.8A]
- Rule 4.4 Legislative Committee - Business conducted consists of all matters relating to City legislation (e.g. ordinances, policies, etc.). Legislative Committee shall meet after Finance Committee. [Note - see Rule 6.8B]
- Rule 4.5 Governmental Operations Committee - Business conducted consists of all matters relating to governmental function (e.g. multi-member bodies, policies and procedures, matters related to City government and City departments, etc.). Governmental Operations Committee shall meet after Legislative Committee. [Note - see Rule 6.8C]
- Rule 4.6 Grants Committee - Business conducted consists of all matters relating to City grant programs and grant awards (e.g. applying for grants, accepting and monitoring of grants, federal and state grant monies, and local grant dollars, etc.). Grants Committee shall meet after Governmental Operations Committee. [Note - see Rule 6.8D]
- Rule 4.7 Special Affairs Committee - Reserved for any standing committee agenda item needing additional discussion or information, as well as for any emergency agenda submission. Special Affairs Committee shall meet at 4:30 p.m. right before regular Council meetings on the 2nd and 4th Mondays of the month. [Note - see Rule 6.8E]
- Rule 4.8 All standing committees of Council shall be comprised of all members of Council who are not under disciplinary actions/restrictions.

- Rule 4.9 The President, at ~~his/her~~<sup>their</sup> own discretion, may create ad hoc committees and shall appoint these committees' chairs and members. The President shall determine the number of ~~Council member~~<sup>Councilmembers</sup> comprising these committees.

## **ORGANIZATION #2**

### **TIME AND PLACE OF MEETINGS AND SPECIAL MEETINGS**

- Rule 5.1 All meetings of the City Council and all committees of the Council shall take place in the Council Chambers on the third floor of City Hall or at such other places as the Council may determine.
- Rule 5.2 The regular meeting of the City Council is 5:30 p.m. on the second and fourth Monday of every month.
- Rule 5.3 The Flint City Council may schedule other committee meetings as deemed necessary.
- Rule 5.4 In the event of a call for a special meeting or a change in the time or place of a meeting, the Clerk shall be notified and shall see that each ~~Councilperson~~<sup>Councilmember</sup> and the public are informed as is required by the Open Meetings Act.
- Rule 5.5 The Mayor shall be notified of all meetings of the City Council.

### **AGENDA FOR REGULAR MEETINGS OF COUNCIL**

- Rule 6.1 Matters shall be placed on the agenda of any meeting of the City Council by action of the Council President or any presiding Chair of any committee of the Council, or at the request of the Mayor or Clerk, prior to the start of the meeting. After roll call, the presiding officer shall ask for "any additions or changes to the agenda". Agenda changes or additions need to be approved by the presiding officer.
- Rule 6.2 Any agenda matters that require official Council action at the meeting for final adoption (i.e., resolutions, budget amendments, grant acceptances, etc.) must be accompanied by the appropriate documentation such as staff review reports, etc., and must be signed by the required signatories.
- Rule 6.3 The deadline for contacting City Council staff for the purpose of adding matters to an agenda shall be by 12:00 pm (noon) on Thursdays.
- Rule 6.54 The presiding officer shall choose a person to lead the Pledge of Allegiance.
- Rule 6.56 Opening Ceremonies will consist of Pledge of Allegiance, a short prayer or blessing, and may include requests for moments of silence for deceased or ailing individuals. Spiritual leaders (of many faiths) ~~will~~<sup>may</sup> be invited and scheduled to offer a short prayer after the Pledge of Allegiance. The City Clerk will be responsible for making these arrangements.

### AGENDAS FOR COMMITTEE MEETINGS

- Rule 6.8 Items denoted with \*\* will only appear on a committee agenda if necessary. If there is no such matter to be addressed, then it will not appear on the agenda.
- Rule 6.8a Finance Committee Agenda - Roll Call, \*\*Closed Session [Executive Session], \*\*Special Order, Resolutions, Discussion Items, Outstanding Discussion Items, Adjournment
- Rule 6.8b Legislative Committee Agenda - Roll Call, \*\*Resolutions, Ordinances, Discussion Items, Outstanding Discussion Items, Adjournment
- Rule 6.8c Governmental Operations Committee Agenda - Roll Call, \*\*Special Order, \*\*Licenses, Resolutions, Appointments, Discussion Items, Outstanding Discussion Items, Adjournment
- Rule 6.8d Grants Committee Agenda - Roll Call, Resolutions, Discussion Items, Outstanding Discussion Items, Adjournment
- Rule 6.8e Special Affairs Agenda - Roll Call, \*\*Closed Session [Executive Session], \*\*Special Order, Resolutions, Appointments, Ordinances, Discussion Items, Additional Council Discussion, Adjournment
- Rule 6.9 Rules 6.1, 6.2, 6.3 and 6.4 concerning regular Council meetings also apply here to Committee meetings, except that any Committee member may request that an agenda item be placed on the agenda for that Committee. Section 31.12 of the Disorderly Persons Ordinance applies to all committee meetings.

### ORDER OF BUSINESS FOR REGULAR MEETINGS OF COUNCIL

- Rule 7.1 The order of business at Regular Meetings of the City Council shall be as follows:
- I Call to Order, Roll Call and opening ceremonies
  - II Reading of Disorderly Persons Section
  - III Request for Changes and/or Additions to Agenda  
(Council shall vote to adopt any amended agenda.)
  - IV Presentation of Minutes  
(Council shall vote to accept minutes.)
  - V Special Orders  
(Any Councilperson/Councilmember may request that permission for a Special Order be placed on the agenda, but it must first be approved by both the Council President, and Committee Chair if raised during a Committee meeting.)
  - VI Public Hearings
  - VII Public Speaking  
(Three [3] minutes per speaker. Only one speaking opportunity per speaker. Numbered slips will be provided prior to the start of a meeting to those wishing to speak during this agenda item. No additional speakers or slips will be accepted after the meeting begins. Speakers may not allocate or "donate" their allotted time to another person. Council

~~members may not speak during public speaking, nor may they make response comments to speakers. Council members may use their five (5) minutes for final comments to address any issues that have been addressed by public speakers.)~~

VIII Petitions and Unofficial Communications

IX Official Communications – From Mayor and Other City Officials

X Additional Communications

XI Appointments

XII Licenses

XIII Resolutions (A Council member who desires to speak in debate must obtain

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~~the floor by being recognized by the presiding Chair. In the debate, each member has the right to speak twice [for a maximum of five (5) minutes] on the same question on the same day, but cannot make a second speech on the same question so long as any member who has not spoken on that~~

~~question desires the floor. A member who has spoken twice on~~

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~~a particular question on the same day has exhausted his/her right to debate that question for that day. A timer will be utilized. No "banking" of time or division of time for future use is allowed.~~

~~Council members may request to ask questions of Administrative staff, etc. During debate on any agenda item. Guest speaker time allowed shall be determined by the presiding Chair and is not considered to be part of the limited debate time allocated to council members.~~

XIV Liquor Licenses

XV Introduction and First Reading of Ordinances

XVI Second Reading and Enactment of Ordinances

XVII Additional Discussion Items

XVIII Final Council Comments

XIV Adjournment

### **ORGANIZATION #3**

### **CLOSED SESSIONS**

Rule 7.2 Pursuant to the Open Meetings Act, the Flint City Council may meet in Closed Session for one or more of the following purposes:~~The Open Meetings Act provides exemptions to the rule that government body meetings must be open to the public.~~

~~Meeting in closed session—a public body may meet in a closed session only for one or more of the permitted purposes specified in Section 8 of the OMA.~~

~~The limited purposes include, among others:~~

- (1) To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of, a public officer, employee, staff member, or individual agent, if the named person requests a closed hearing.
- (2) For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement if either negotiating party requests a closed hearing.
- (3) To consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.
- (4) To consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only if an open meeting would have a detrimental financial effect on the litigating or settlement position of the public body.
- (5) To review and consider the contents of an application for employment or appointment to a public office if the candidate requests that the application remain confidential. However, all interviews by a public body for employment or appointment to a public office shall be held in an open meeting pursuant to this act.
- (6) To consider material exempt from discussion or disclosure by state or federal statute. ~~But note—a board is not permitted to go into closed session to discuss an attorney's oral opinion, as opposed to a written legal memorandum.~~

~~7.3 ————— A closed session must be conducted during the course of an open meeting.~~

~~Section 2(e) of the OMA defines "closed session" as "a meeting or part of a meeting of a public body that is closed to the public." Section 9(1) of the OMA provides that the minutes of an open meeting must include "the purpose or purposes for which a closed session is held."~~

~~— Rule 7.43 ————— GOING INTO CLOSED SESSION [EXECUTIVE SESSION] – A 2/3 roll call vote of the Councilmembers Elect is required to meet in closed session for purposes (3) through (6), as listed in Rule 7.2. A majority vote of the Councilmembers Elect is sufficient for purposes (1) and (2), as listed in Rule 7.2. The roll call vote and the purpose or purposes for meeting in closed session shall be recorded in the minutes of the meeting at which the vote is taken.~~

#### ~~SECTION~~

~~7(1) OF THE OMA SETS OUT THE PROCEDURE FOR CALLING A  
CLOSED SESSION: A 2/3 ROLL CALL VOTE OF MEMBERS ELECTED  
OR APPOINTED AND SERVING IS REQUIRED TO CALL A CLOSED~~

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SESSION, EXCEPT FOR THE CLOSED SESSIONS PERMITTED UNDER SECTION 8(A), (B), (C), (G), (I), AND (J). THE ROLL CALL VOTE AND THE PURPOSE OR PURPOSES FOR CALLING THE CLOSED SESSION SHALL BE ENTERED INTO THE MINUTES OF THE MEETING AT WHICH THE VOTE IS TAKEN. THUS, A PUBLIC BODY MAY GO INTO CLOSED SESSION ONLY UPON A MOTION DULY MADE, SECONDED, AND ADOPTED BY A 2/3 ROLL CALL VOTE OF THE \_\_\_\_\_ MEMBERS APPOINTED AND SERVING DURING AN OPEN MEETING \_\_\_\_\_ FOR THE PURPOSE OF (1) CONSIDERING THE PURCHASE OR LEASE \_\_\_\_\_ OF REAL PROPERTY, (2) CONSULTING WITH THEIR ATTORNEY, (3) \_\_\_\_\_ CONSIDERING AN EMPLOYMENT APPLICATION, OR (4) \_\_\_\_\_ CONSIDERING MATERIAL EXEMPT FROM DISCLOSURE UNDER \_\_\_\_\_ STATE OR FEDERAL LAW. A MAJORITY VOTE IS SUFFICIENT FOR \_\_\_\_\_ GOING INTO CLOSED SESSION FOR THE OTHER OMA PERMITTED \_\_\_\_\_ PURPOSES. \_\_\_\_\_

Rule — 7.45 ~~LEAVING A CLOSED SESSION [EXECUTIVE SESSION] — The City Council may leave a closed session upon a majority vote of the Councilmembers elect. THE OMA IS~~

\_\_\_\_\_ SILENT AS TO HOW TO LEAVE A CLOSED SESSION. SUGGESTED IS \_\_\_\_\_ FOR A MOTION TO BE MADE TO END THE CLOSED SESSION WITH \_\_\_\_\_ A MAJORITY VOTE NEEDED FOR APPROVAL. ADMITTEDLY, THIS IS A DECISION MADE IN A CLOSED SESSION, BUT IT CERTAINLY ISN'T A DECISION THAT "EFFECTUATES OR FORMULATES PUBLIC POLICY." WHEN THE PUBLIC BODY HAS CONCLUDED ITS CLOSED SESSION, THE OPEN MEETING MINUTES SHOULD STATE THE TIME THE PUBLIC BODY RECONVENED IN OPEN SESSION AND, OF

COURSE, ANY VOTES ON MATTERS DISCUSSED IN THE CLOSED  
SESSION MUST OCCUR IN AN OPEN MEETING.

Rule — 7.56 — DECISIONS ON MATTERS DISCUSSED IN CLOSED SESSION TO BE  
MADE DURING OPEN SESSION DECISIONS MUST BE MADE DURING AN  
OPEN MEETING, NOT THE

CLOSED SESSION [EXECUTIVE SESSION] SECTION 3(2) OF THE  
OMA REQUIRES THAT "ALL DECISIONS OF A PUBLIC BODY  
SHALL  
BE MADE AT A MEETING OPEN TO THE PUBLIC." SECTION 2(D) OF  
THE OMA DEFINES "DECISION" TO MEAN "A DETERMINATION,  
ACTION, VOTE, OR DISPOSITION UPON A MOTION, PROPOSAL,  
RECOMMENDATION, RESOLUTION, ORDER, ORDINANCE, BILL,  
OR  
MEASURE ON WHICH A VOTE BY MEMBERS OF A PUBLIC BODY  
IS  
REQUIRED AND BY WHICH A PUBLIC BODY EFFECTUATES OR  
FORMULATES PUBLIC POLICY. All determinations, actions, votes, or  
dispositions of motions, proposals, recommendations, resolutions, orders,  
ordinances, bills, or measures by which the City Council effectuate or formulates  
public policy must be made during an open session. "

Rule — 7.76 — All matters discussed in closed session are privileged and not to be shared  
with any person outside of the closed session. ALL MATTERS DISCUSSED IN

CLOSED SESSION [EXECUTIVE  
SESSION] AND MATERIALS PROVIDED ARE PRIVILEGED  
INFORMATION AND ARE NOT TO BE SHARED WITH ANY  
PERSON(S) OUTSIDE OF THE SESSION.

#### ACTION BY COUNCIL

#### FORM OF ACTION BY COUNCIL: DIVISION OF QUESTION

(NOTE — THIS ACTION IS OFTEN UTILIZED BY COUNCIL FOR MASTER  
RESOLUTIONS AND SEPARATION OF SPECIFIC RESOLUTIONS)

- Rule 8.1 All official action of the Council as required by the City Charter shall be by ordinance or resolution, but decisions on parliamentary procedure may be made upon motion. Other action may be made upon motion, including decisions on parliamentary procedure.
- Rule 8.2 No motion may be debated by the Council until it has been stated by the presiding officer and it must be reduced to writing if requested by the presiding officer or any ~~Councilperson~~Councilmember.
- Rule 8.3 If a question before the Council is susceptible of division, it shall be divided on the demand of any ~~Councilperson~~Councilmember.

### VOTING

- Rule 9.1 The determination of any question at a regular City Council meeting shall require a roll call vote.
- Rule 9.2 The determination of any question at a committee meeting shall be by voice vote unless a member objects, in which case upon call of the Chair for a vote. If there is an objection, a roll call vote shall be taken.
- Rule 9.3 The voting on all roll calls shall be rotated so that the ~~Councilperson~~Councilmember representing the First Ward shall cast the first vote on the first roll call of any meeting, the ~~Councilperson~~Councilmember from the Second Ward shall cast the first vote on the second roll call at any meeting, and so on throughout the meeting so that the first vote on a roll call shall be solicited from the succeeding ~~Councilperson~~Councilmember. Following the first vote on any roll call, the remaining ~~Councilperson~~Councilmembers shall be called in consecutive order until all nine ~~Councilperson~~Councilmembers have been afforded an opportunity to vote on any question.
- Rule 9.4 A Councilmember must be seated at their designated seating place in order to vote. Proxy votes are not allowed.
- Rule 9.5 INTERRUPTION OF VOTES – Interruptions during the taking of a vote are permitted only before any member has actually voted, unless, as sometimes occurs in ballot voting, other business is being transacted during voting or tabulating.
- Rule 9.6 RULE AGAINST EXPLANATION BY MEMBERS DURING VOTING - A member has no right to “explain his vote” during voting, which would be the same as debate at such a time.
- Rule 9.7 CHANGING ONE'S VOTE – A member has a right to change his vote up to the time the result is announced by the Chair. A request to change a vote after the Chair's announcement requires After that s/he can make the change only by the unanimous consent of the assembly requested body and granted, without debate, and may only be made immediately after the Chair's announcement, immediately following the chair's announcement of the result of the vote.



Rule 9.8 ABSTAINING VOTES – To “abstain” means to not vote at all.

Rule 9.9 ABSTAINING FROM VOTING ON A QUESTION OF DIRECT PERSONAL INTEREST – No member should vote on a question in which he/she has a direct personal or pecuniary interest not common to the other members of the organization. Voting on questions which affect oneself – the rule on abstaining from voting on a question of direct personal interest does not mean that a member should not vote for him/herself for an office or other position to which members generally are eligible, or should not vote when other members are included with him in a motion.

### INTRODUCTION AND ENACTMENT OF ORDINANCES

~~(BOTH Any City Councilmember or the Mayor may introduce an Ordinance CITY COUNCIL AND THE LEGAL DEPARTMENT MAY INTRODUCE~~

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~~AN ORDINANCE))~~

Rule 10.1 Upon the introduction of any ordinance, the City Clerk shall proceed as directed in Section 3-302 *et seq* of the Flint City Charter.

Rule 10.2 After a public hearing has been completed, any ~~Councilperson~~ Councilmember may move the enactment of the ordinance.

Rule 10.3 If the ordinance is amended to the extent that there has been inadequate notice to the public of the content of the ordinance, it shall not be enacted until the procedures of Section 3-301 et seq of the Flint City Charter ~~Section 3-302~~ are complied with.

Rule 10.4 Every ordinance must state the date that it becomes effective. After the vote on the enactment of the ordinance, any ~~Councilperson~~ Councilmember may move that it be given immediate effect upon publication, rather than the date stated. Any effective date earlier than thirty days after enactment requires a two-thirds vote of the ~~Councilperson~~ Councilmembers-elect.

Rule 10.5 Every ordinance shall be submitted to the Chief Legal Officer of the City ~~(FOR CORRECT FORMAT, NOT CONTENT)~~ for review and approval as to form prior to enactment.

### MOTIONS

#### CONSIDERATION OF MOTIONS

Rule 11.1 When a question is under debate, the Chair will receive only the following motions:

- Rule 13 to adjourn
- Rule 14 to recess
- Rule 15 to postpone temporarily (lay on the table)
- Rule 16 to vote immediately (previous question)
- Rule 17 to limit debate
- Rule 18 to postpone definitely

Rule 19	to refer (commit)
Rule 20	to amend
Rule 21	to postpone indefinitely
Rule 22	to reconsider
Rule 23	to rescind
Rule 24	to withdraw a motion
Rule 25	point of order
Rule 26	<del>point of request for</del> information

Rule 11.2 If more than one of the above motions are made, they shall be considered in the order listed.

#### **SUPPORT FOR MOTIONS**

Rule 12.1 No motion may be considered or debated unless it has ~~the support of~~ been seconded by at least one other Councilmember and has been properly stated by the Chair. ~~The Chair does not have to recognize a member before that member may second a motion.~~

Rule 12.2 Nominations need not be seconded.

#### **MOTIONS #1**

#### **MOTION TO ADJOURN**

Rule 13.1 A motion to adjourn is always in order. If it is made during the count of a vote, it will not be considered until after the vote is announced.

Rule 13.2 A motion to adjourn ~~will be decided without debate~~ is not debatable. However, the issue of the time to reconvene may be debated if it is introduced by the maker of the motion or by amendment.

#### **MOTION TO RECESS**

Rule 14.1 A motion to recess shall state the length of the recess and ~~shall be decided without debate~~ is not debatable

Rule 14.2 When a recess is taken during the pending of any question, the consideration of the question shall be resumed upon the reassembling of the Council.

Rule 14.3 The Chair may order a recess without objection.

#### **MOTION TO POSTPONE TEMPORARILY (LAY ON THE TABLE)**

Rule 15.1 The Council may decide to postpone temporarily any matter pending before it. ~~The motion may be referred to as a motion to lay on the table.~~

~~Rule 15.2~~ A decision to lay upon the table shall have the effect of postponing the question involved, all pending amendments, and other adhering motions, until later in that meeting.

Rule 15.23 If a decision is made to resume consideration of a matter or to take up from the table, it shall return in exactly the same form as when it was postponed temporarily. A motion to resume consideration must be made at the same meeting.

Rule 15.3 If a motion to resume consideration fails or is not made, the pending matter shall be added to the next meeting agenda.

~~Rule 15.4~~ All matters postponed temporarily shall be considered at the meeting at which they were postponed. If the motion to take up from the table fails, the issue is considered to have failed.

Rule 15.54 A motion to postpone temporarily or to resume consideration shall be decided without debate. is not debatable

#### **MOTION TO VOTE IMMEDIATELY (PREVIOUS QUESTION OR CALL THE QUESTION)**

Rule 16.1 Any ~~Councilperson~~Councilmember may move to vote immediately. If the motion is supported, debate will cease immediately. A two-thirds vote is required for the motion to carry. ~~Failure to cease talking shall result in disciplinary action. Violators shall be removed from the meeting.~~

Rule 16.2 If the motion receives a majority of the votes of the ~~Councilperson~~Councilmembers-elect, in accordance with Section 3-204(a) of the Charter, the Council shall vote on the pending question or questions in their regular order.

Rule 16.3 A motion to vote immediately is not debatable.

#### **MOTION TO LIMIT OR EXTEND DEBATE**

Rule 17.1 The Council may decide, by majority vote, to limit or determine the time that will be devoted to discussion of a pending motion or to modify or remove limitations already imposed on its decision. This may include a limit of time for each ~~councilperson~~Councilmember to speak to the issue. ~~Failure to cease talking when a time limit has been reached shall result in disciplinary action. Violators shall be removed from the meeting.~~

Rule 17.2 If each ~~councilperson~~Councilmember has a limited time to speak, this time limit shall include any questions asked and/or answered per the ~~councilperson~~Councilmembers request.

Rule 17.3 A motion to limit or extend debate is not debatable.

## **MOTIONS #2**

### **MOTION TO POSTPONE DEFINITELY**

- Rule 18.1 The Council may decide to put off consideration of a pending main motion and to fix a definite time for its consideration.
- Rule 18.2 The debate on the motion to postpone definitely shall be limited to the reasons for the postponement and the time the main motion shall be taken up.

### **MOTION TO REFER (COMMIT)**

- Rule 19.1 If a motion to refer a matter to a committee or other agency has been made, the Council shall proceed to decide the question of the referral.
- Rule 19.2 There shall be no further debate on the merits of the main motion or amendments to the main motion until the referral motion is decided.

### **MOTION TO AMEND**

- Rule 20.1 A motion to amend must be germane to the main motion.
- Rule 20.2 An amendment may be amended but an amendment to an amendment may not be amended.

### **MOTION TO POSTPONE INDEFINITELY**

- Rule 21.1 The Council may decide to prevent discussion or further discussion on a question by voting to postpone it indefinitely.
- Rule 21.2 A motion that has been postponed indefinitely cannot come up again at the same meeting. If it is reintroduced at a later meeting, it shall be treated as a new motion.

### **MOTION TO RECONSIDER**

- Rule 22.1 A motion to reconsider any decision of the City Council may be made by any ~~Councilperson~~ Councilmember that voted in the affirmative on the motion in question.
- Rule 22.2 A motion to reconsider may be made at the same meeting or not later than the next succeeding regular meeting of the Council provided that notice has been given to the Council prior to the start of the meeting.
- Rule 22.3 No question may be reconsidered more than once.
- Rule 22.4 If a decision of the Council has gone into effect, the motion to reconsider shall not be in order.

### **MOTION TO RESCIND**

- Rule 23.1 Action to rescind, repeal or annul a previous action may be by resolution unless the previous action is an ordinance. Action to repeal a published ordinance may only be by ordinance regardless of whether the ordinance has gone into effect.

- Rule 23.2 Notice of a motion to rescind a previous action must be given to the Clerk at least two days prior to the meeting at which the motion is to be made. However, the Council may vote by two-thirds of ~~Councilperson~~Councilmembers-elect to waive the notice.
- Rule 23.3 Motions to rescind may be reconsidered regardless of whether the vote was affirmative or negative.

### **MOTIONS #3**

#### **REQUEST TO WITHDRAW A MOTION**

- Rule 24.1 Any ~~Councilperson~~Councilmember may withdraw his or her motion before it has been restated by the Chair and placed before the assembly. The ~~Councilperson~~Councilmember need not obtain concurrence of any other person.
- Rule 24.2 After the motion has been placed before the assembly, it may only be withdrawn by majority consent of all ~~Councilperson~~Councilmembers present. A request to withdraw is undebatable.
- Rule 24.3 No request to withdraw a motion may be made after the vote on the motion has commenced.

#### **INCIDENTAL MOTIONS – POINT OF ORDER**

- Rule 25.1 The purpose of a point of order is to correct a breach in the rules when the presiding officer does not correct it, or when the presiding officer makes a breach of the rules.
- Rule 25.2 A point of order should not be used for minor infractions: that do not affect the substantive rights of the City Council, or a member
- Rule 25.3 A point of order does not need a second, can interrupt a speaker, is not debatable, and is decided by the chair.
- Rule 25.4 A point of order cannot be ignored by the presiding officer. A ruling of “agreement – out of order” or “disagree – denied” must be given. All debate and/or talking shall cease immediately when a point of order is raised, in order for the presiding officer to rule. ~~Failure to cease talking shall result in disciplinary action. Violators shall be removed from the meeting~~
- Rule 25.5 Any two members have the right to appeal the presiding officer’s decision on a point of order. ~~This requires one member making (or taking) the appeal and another seconding (or supporting) it. Lack of support means the motion fails. If the motion is supported, the Council body votes to decide the question, as set forth in Rule 1.2. Members have no right to question the decision or ruling of the presiding officer unless they appeal from his/her decision.~~

#### **INCIDENTAL MOTIONS – POINT REQUEST FOR INFORMATION**

- Rule 26.1 A ~~requestpoint for information~~request for information generally applies to information desired from a speaker.

- Rule 26.2 Its purpose is to help one understand the process and the potential consequences of the next voting.
- Rule 26.3 A request for information cannot be ignored by the presiding officer, but the presiding officer – upon hearing the request – may decide whether the request is legitimate and can proceed, or whether the speaker is misleadingly utilizing this motion to secure the floor for other purposes. The Presiding Officer must rule with either “Proceed” or “Denied”.
- Rule 26.4 A request for information point of information can be given made with a very short explanation but using this tactic as an opportunity to gain the floor is not allowed. Multiple abuses of use of point of information is cause for disciplinary action.

## **PUBLIC PARTICIPATION AND MAINTENANCE OF ORDER**

### **MAINTENANCE OF ORDER AND DEBATE**

(The public and City Council are both subject to the disorderly person persons ordinance section 31-101 and the general code of conduct. Additionally, the Chair or Presiding Officer has a responsibility and duty to enforce these rules and sanctions for the purpose of maintenance of order. Only the Chair or Presiding Officer may determine and rule on who/what is in or out of order. Violations of this rule shall result in removal from the meeting.)

- Rule 27.21 When a member has been called to order, the Chair shall determine whether or not he or she is in order. Every question of order shall be decided by the Chair subject to an appeal to the Council by any member. If a member is called to order for words spoken, the exceptional words shall be immediately taken down in writing so that the presiding officer or Council may be better able to judge the matter.
- Rule 27.32 During any portion of any meeting, ~~council member~~Councilmembers may not engage in any type of argumentative discourse with members of the audience, at any time, for any reason. ~~Any council member or audience member who engages in this behavior during a meeting shall be removed from the meeting.~~
- Rule 27.43 Only the presiding officer may call an individual (or staff member, or department head, etc.) up to the podium (and/or table) to speak. Other ~~council member~~Councilmembers would have to petition the presiding officer to make this request.

### **RIGHT TO SPEAK IN DEBATE**

- Rule 28.1 Every ~~Councilperson~~Councilmember and every person granted the privilege of speaking to the City Council, on any matter before the City Council, shall address all remarks to members of the Council and shall not speak until recognized.
- Rule 28.2 When two or more Councilmembers address the Chair at the same time, the Chair shall name the ~~Councilperson~~Councilmember who is first to speak.
- Rule 28.3 A Councilmember who desires to speak, on any matter before the City Council, must obtain the floor by being recognized by the presiding Chair. Unless otherwise specified by these rules each member has the right to speak up to twice on the same

question on the same day, for 5 minutes during each round, but cannot make a second speech on the same question so long as any member who has not spoken on that question desires the floor. A member who has spoken twice on a particular question on the same day or who has exhausted their allocated time has exhausted his/her right to debate on that question for that day. The Clerk shall utilize a timer and track members time.

Rule 28.4 Councilmembers may request, from the presiding Chair, the opportunity to ask questions of Administrative Staff, etc., during debate on any agenda item. Any such questions and responses shall be incorporated as part of the Councilmember's allotted time.

#### **PUBLIC MEETINGS AND PARTICIPATION BY PUBLIC**

Rule 29.1 All meetings of the Council shall be open to the public in accordance with law.

Rule 29.2 If a member of the public wishes to address the City Council, they may do so at the regular City Council meeting. He or she shall submit, prior to the start of the meeting, a statement in writing containing his or her name and address and the topic to be covered. A box will be placed at the entrance to the Council Chambers for the collection of the statements.

Rule 29.3 Members of the public shall have no more than 3 minutes per speaker during public comment. Only one speaking opportunity per speaker. Numbered speaker slips will be provided prior to the start of a meeting to those wishing to speak during this portion of the agenda. No additional speakers or slips will be accepted after the meeting begins. ~~City council member~~ Councilmembers may not also address ~~councilspeak~~ as a member of the public at this time. Public Speakers may not allocate or "donate" their allotted time to another person.

Rule 29.4 If a member of the public is addressing the Council at a scheduled public hearing, he or she shall stand to obtain recognition by the President at the opening of the hearing or at the conclusion of the remarks of the previous speaker.

Rule 29.5 Members of the public shall have no more than ~~40~~ 3 minutes to address the City Council during a public hearing.

Rule 29.6 Councilmembers may not speak during public hearings nor may they make response comments to speakers.

~~Rule 29.76~~ Any person ~~while being heard~~ speaking at a Council meeting may be called to order by the President or any ~~Councilperson~~ Councilmember for failure to be germane, for vulgarity, for personal attack of persons or institutions, or for speaking in excess of the allotted time.

~~Rule 29.87~~ Any person who is called to order shall thereupon yield the floor until the President shall have determined whether he or she is in order. Every question of order shall be decided by the President subject to an appeal by any ~~Councilperson~~ Councilmember to the Council. If a person so engaged in presentation shall be determined by the Council to be out of order, that person shall not be permitted to continue at the same meeting except on special leave of the Council.

Rule 29.98- ~~Councilperson~~Councilmembers may ~~not~~ respond to any public speakers, but only one response and only when all public speakers have been heard. Individual council response is limited to two minutes and is subject to all rules of decorum and discipline until Final Council Comments.

### CONDUCT, ETHICS AND DISCIPLINARY ACTIONS

#### GENERAL CONDUCT AND STANDARDS OF CONDUCT

Rule 30.1 Every ~~councilperson~~Councilmember is subject to the established rules or general conduct and the standards of conduct as may be adopted by the City Council.

#### ETHICS

Rule 31.1 Every ~~councilperson~~Councilmember is subject to the established ethics rules of the City of Flint Charter and Ethics Ordinance.

#### DISCIPLINARY ACTIONS

Rule 32.1 Every ~~councilperson~~Councilmember is subject to the established rules and disciplinary actions for violations of rules and city ordinances.

#### REVIEW OF CITY COUNCIL RULES

Rule 33.1 Every December, the City Council shall place an item on the Special Affairs Committee agenda for a review of these rules.

Rule 33.2 At his/her own discretion, the Council President may at any time appoint a committee and its members to review and offer revisions of City Council Rules.

~~Rule 33.3 The rules may be revised upon a 2/3 majority vote of City Council members, per the City Charter. All Council members are subsequently and immediately subject to the approved rules.~~

Rule 33.43 It is the responsibility and duty of the Council President, Vice President, and all the Committee Chairs to ensure that these rules are adhered to and to apply the recommended disciplinary actions if they are not. Failure to do so is itself a violation of the rules and can subjects the violator to disciplinary actions.

RULES ORIGINALLY ADOPTED: MAY 10, 1976  
1ST AMENDMENT ADOPTED: MAY 24, 2010  
2ND AMENDMENT ADOPTED: APRIL 27, 2015  
3RD AMENDMENT ADOPTED: JUNE 12, 2017  
4<sup>TH</sup> AMENDMENT ADOPTED:





220095

RESOLUTION: \_\_\_\_\_

PRESENTED: FEB 23 2022

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

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

**BY THE CITY ADMINISTRATOR:**

**WHEREAS** the City of Flint previously agreed to resolve the case of *Concerned Pastors, et al v. Khouri, et al*, 16-10277 by means of a settlement initially entered into in March of 2017 and subsequently amended, which made available to the City of Flint the funds needed to conduct excavation and replacement of lead and galvanized steel residential service lines in the City of Flint; and

**WHEREAS**, in the years since the settlement was initially approved, the City of Flint has excavated the service lines at 26,886 homes and replaced 10,088 lead or galvanized steel service lines that were identified by those excavations; and

**WHEREAS**, due to the COVID-19 pandemic and related issues, excavation and replacement of service lines at several hundred addresses remains to be completed, past the previously agreed-upon schedule of completion by 2020; and

**WHEREAS**, the parties to the *Concerned Pastors* settlement have agreed to extend the deadline for completing the excavation and replacement of residential service lines to 2022, along with other related amendments to account for the current circumstances; and

**WHEREAS**, any such amendment will have no financial impact on the City of Flint's participation in the Settlement;

**THEREFORE, BE IT RESOLVED** that the Flint City Council approves and consents to amending the settlement agreement in *Concerned Pastors et al v Khouri et al* as described above.

**APPROVED AS TO FORM:**

William Kim  
William Kim (Feb 17, 2022 14:47 EST)

**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 (Feb 17, 2022 14:38 CST)

**Clyde Edwards, City Administrator**

**APPROVED BY CITY COUNCIL:**

Eric B. Mays  
**Eric B. Mays, City Council President**





## CITY OF FLINT

ACCOUNTING APPROVAL: Robert J. F. Widigan 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 N/A

BUDGET YEAR 2 N/A

BUDGET YEAR 3 N/A

OTHER IMPLICATIONS (i.e., collective bargaining): N/A

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

DEPARTMENT HEAD SIGNATURE: /s/ William Y. Kim, Acting City Attorney  
(PLEASE TYPE NAME, TITLE)






# 2022 Concerned Pastors Settlement Amendment

Final Audit Report

2022-02-17

Created:	2022-02-17
By:	William Kim (wkim@cityofflint.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAlox4WnMc2vMHpLbfDtexs5E055ZLBLKi

## "2022 Concerned Pastors Settlement Amendment" History

-  Document created by William Kim (wkim@cityofflint.com)  
2022-02-17 - 7:45:29 PM GMT
-  Document e-signed by William Kim (wkim@cityofflint.com)  
Signature Date: 2022-02-17 - 7:47:13 PM GMT - Time Source: server
-  Document emailed to Robert J.F. Widigan (rwidigan@cityofflint.com) for signature  
2022-02-17 - 7:47:15 PM GMT
-  Document e-signed by Robert J.F. Widigan (rwidigan@cityofflint.com)  
Signature Date: 2022-02-17 - 8:34:05 PM GMT - Time Source: server
-  Document emailed to CLYDE D EDWARDS (cedwards@cityofflint.com) for signature  
2022-02-17 - 8:34:07 PM GMT
-  Email viewed by CLYDE D EDWARDS (cedwards@cityofflint.com)  
2022-02-17 - 8:37:40 PM GMT
-  Document e-signed by CLYDE D EDWARDS (cedwards@cityofflint.com)  
Signature Date: 2022-02-17 - 8:38:13 PM GMT - Time Source: server
-  Agreement completed.  
2022-02-17 - 8:38:13 PM GMT



STATE OF MICHIGAN DTMB  
CONTRACT # 00829  
BY THE CITY ADMINISTRATOR:

220105

RESOLUTION NO.: \_\_\_\_\_  
PRESENTED: 2/23/2022  
ADOPTED: \_\_\_\_\_

**RESOLUTION TO ROWE PROFESSIONAL SERVICES FOR PROJECT MANAGEMENT SERVICES FOR  
SERVICE LINE REPLACEMENT AND RESTORATION**

The Division of Purchases & Supplies has utilized the State of Michigan's indefinite-scope cooperative contract for Rowe Professional Services, 540 S. Saginaw St. Suite 200, Flint MI, 48502, for the next phase of service line replacement and restorations.

WHEREAS The Department of Public Works has utilized Rowe Professional Services as the program manager for the exploration/replacement (SLE/SLR) project(s) since May of 2019. Due to their experience with the ongoing project, their knowledge of working with EGLE, The State of Michigan, and CityWorks software used by the city, they would like to continue working with Rowe for the next phase of these projects.

WHEREAS, The City of Flint, Department of Public Works is requesting authorization to enter into a contract with Rowe Professional Services, for Project Management Services for SLE/SLR management, in an amount not-to-exceed \$400,000.00, and restoration management services, in an amount not-to-exceed \$2,500,000.00 for an overall total contract price of \$2,900,00.00.

Funding for said services are budgeted and will come from the following account:

Account Number	Account Name	Grant Code	Amount
496-540.006-801.051	Project Management Svcs	FEPA 18WIIN-1	\$2,900,000.00
		<b>GRAND TOTAL</b>	<b>\$2,900,000.00</b>

IT IS RESOLVED, That the Appropriate City Officials are to Enter into a Contract with Rowe Professional Services for Project Management Services for the SLE/SLR and restoration projects for an overall amount not-to-exceed \$2,900,000.00.

**APPROVED AS TO FORM:**

  
William Kim (Feb 18, 2022 11:43 EST)

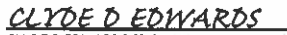
**William Kim, Acting City Attorney**

**APPROVED AS TO FINANCE:**

  
Jennifer Ryan (Feb 18, 2022 11:42 EST)

**Robert Widigan, Chief Financial Officer**

**FOR THE CITY OF FLINT:**

  
CLYDE D EDWARDS (Feb 21, 2022 11:37 EST)

**Clyde Edwards, City Administrator**

**APPROVED BY CITY COUNCIL:**

  
**Eric Mays, City Council President**

**APPROVED AS TO PURCHASING:**



**Lauren Rowley, Purchasing Manager**



## CITY OF FLINT

### RESOLUTION STAFF REVIEW FORM

**TODAY'S DATE:** February 4, 2022

**BID/PROPOSAL#**

**AGENDA ITEM TITLE:** Resolution Authorizing Appropriate City Officials to Enter Into a Contract with Rowe Professional Services Company for Project Management Services

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

**VENDOR NAME:** Rowe Professional Services Company

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

ROWE Professional Services has been assisting the City of Flint as the program manager for the service line exploration/replacement (SLE/SLR) project since May 2019. Throughout this timeframe ROWE has worked with the Michigan Department of Environment, Great Lakes, and Energy (EGLE), State of Michigan and other stakeholder to research what residential properties have not been explored/replaced and documented this data into the CityWorks system. Not all residential properties have had service lines explored or replaced for a variety reasons. ROWE has submitted a proposal to continue to assist the City of Flint as SLE/SLR program managers. Restoration of roads, walkways, drives, and lawns need to be provided after SLE/SLR is completed at each property. The City of Flint has been managing the restoration work and due to manpower restraints, ROWE has been requested to provide program management. The program management for restoration is similar to the SLE/SLR where data will be gathered and uploaded into the CityWorks software which ROWE is familiar with. The total cost for SLE/SLR management is not to exceed \$400,000.00 and restoration management is not to exceed \$2,500,000.00 with a total contract price of \$2,900,000.00.

**FINANCIAL IMPLICATIONS:**

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

Dept.	Name of Account	Account Number	Grant Code	Amount
496	Project Management Services	496-540.006-801.051	FEPA18WIIN-1	\$2,900,000.00
GRAND TOTAL				\$2,900,000.00

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

**ACCOUNTING APPROVAL:**

*Yolanda Gray*

**Date:** 2-4-22

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



## CITY OF FLINT

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

**BUDGET YEAR 1**

**BUDGET YEAR 2**

**BUDGET YEAR 3**

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

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

**DEPARTMENT HEAD SIGNATURE:**

 2/4/22  
Michael J. Brown, Director of Public Works



February 1, 2022

Mr. Clyde Edwards  
City of Flint  
1101 S. Saginaw Street  
Flint, MI 48502

RE: 2022 Service Line Exploration/Replacement and Restoration  
Professional Services Proposal

Dear Mr. Edwards:

ROWE Professional Services Company is pleased to submit this proposal to continue to assist the City of Flint with your lead service line replacement project. As you are aware, ROWE has been assisting the city as your program manager for the Service Line Exploration/Service Line Replacement (SLE/SLR) project since May 2019. Throughout that timeframe, we have worked with city departments, the Michigan Department of Environment, Great Lakes, and Energy (EGLE), State of Michigan, and other stakeholders to research what residential properties have not been explored/replaced and document that data into the Cityworks system. Not all residential properties have had service lines explored or replaced for a variety of reasons, thus the reason for our proposal to continue to assist the city as program managers.

In addition to the SLE/SLR program, there is the restoration of roads, walkways, drives, lawns, etc., that needs to be completed once the SLE/SLR is complete at each property. To date, the city has been managing the restoration work but, due to manpower constraints, ROWE has been requested to be the program management for this component and assist the city. The work involved with the program management of the restoration is very similar to the SLE/SLR where data will be gathered and uploaded into the Cityworks software which ROWE is very familiar with.

We offer the following scope of services for the SLE/SLR program management:

**SLE/SLR Services**

- **Project Scope** – For purposes of developing our scope and budget, it is anticipated that there are up to 1,000 properties remaining that need have a SLE/SLR completed.
- **Prepare SLE/SLR Construction Bid Packages** – In coordination with the city, ROWE will prepare construction bid packages that include sufficient information for the contractors to understand and price the project work for the remaining residential properties. The bid package will be similar to the one the city produced in 2019 with minor changes that will be recommended based on our experience with this program over the past 2+ years.

Flint, MI (HQ): 640 S. Saginaw Street, Suite 200, 48502 | Phone: (810) 341-7600

Civil Engineering | Surveying | Landscape Architecture | Aerial Imagery/Mapping | Planning

Flint, MI (HQ) | Lapeer, MI | Farmington Hills, MI | Kentwood, MI | Mt. Pleasant, MI | Orono, MI | Myrtle Beach, SC | [www.rowepsc.com](http://www.rowepsc.com)



- **Advertise and Receive Bids** – The city will advertise the project bid packet, conduct the pre-bid conference, and issue addenda required for the project. We will administer a pre-bid meeting with prospective contractors to explain the status of the SLE/SLR program, what is expected of the selected contractor(s), and overall schedule.
- **List of Remaining Homes** – ROWE will review the existing data that has been used in our previous contract to compile addresses of remaining homes. We will maintain records of these in the Cityworks software.
- **Contact Homeowners/Residents** – The contractor(s) will be responsible for contacting the property owners to obtain permission to perform work on private property. These permissions will be sent to ROWE to vet out and then develop a work order within the Cityworks software, if necessary.
- **Construction Coordination** – ROWE will coordinate weekly progress meeting to discuss items such as progress/schedule, issues with the contractor(s) and other stakeholders.
- **Construction Observation** – ROWE will provide one on-site inspector for each of the contractors' sites during all construction activities (excavations, service line material inspections, and LSL replacements).
- **Pay Applications/Change Orders** – By utilizing the data entered into Cityworks software, ROWE will work with the contractor(s) to develop monthly pay applications for approval by the city. If funding from outside the city is being utilized, we will verify that the documentation for each pay application and/or change order meets the funding requirements.
- **Reporting** – ROWE will prepare the required reporting for work completed. We anticipate that the reports will be similar to those prepared under our previous contract which includes weekly, monthly, and quarterly reports. We will work with the city departments early in the program to determine the frequency of such reports.

The following is our proposed scope of work for the Restoration Services program management.

#### **Restoration Services**

- **Project Scope** – For purposes of developing our scope and budget, it is anticipated that there are up to 8,500 properties remaining that need restoration completed. The restoration for each property may vary from work in the street, sidewalk repair, drive repair, lawn restoration, and fence replacement.
- **Identifying List of Homes** – ROWE will review the existing data that can be provided by the city to develop an initial list of homes that need some form of restoration completed. Once we have compiled that data, we will perform a drive-by site visit to confirm that the field conditions support the need for work to be performed. The observation from the field will be documented in Cityworks to assist with the development of the work orders. Since many of these homes have had SLE/SLR work completed for several years, the homeowner may have already taken care of the restoration, therefore there will be no work order generated for that address.
- **Prepare Service Restoration Construction Bid Packages** – In coordination with the city, ROWE will prepare construction bid packages that include sufficient information for the contractors to understand and price the project work. The bid package will be similar to the one the city produced in 2019 with recommended changes based on our understanding of how

restoration work was performed. The quantities identified in the bid documents will be based on our review of the data plus our field visit.

- **Advertise and Receive Bids** – The city will advertise the project bid packet, conduct the pre-bid conference, and issue addenda required for the project. We will administer a pre-bid meeting with prospective contractors to explain the status of the restoration program, what is expected of the selected contractor(s) and overall schedule
- **Contact Homeowners/Residents** – The contractor(s) will be responsible for contacting the property owners to confirm the restoration work completed and when the work will be completed. Documentation of this meeting will need to be sent to ROWE to vet out and then develop a work order within the Cityworks software, if necessary.
- **Construction Coordination** – ROWE will coordinate weekly progress meeting to discuss items such as progress/schedule, issues with the contractor(s) and other stakeholders.
- **Construction Observation** – ROWE will provide an on-site inspector(s) to observe the restoration work being performed by the contractor(s). We will keep the City Transportation department informed of locations and schedules when work will be performed in paved roadways so the city will have the opportunity to be on site to observe the work.
- **Pay Applications/Change Orders** – By utilizing the data entered into Cityworks software, ROWE will work with the contractor(s) to develop monthly pay applications for approval by the city. If funding from outside the city is being utilized, we will verify that the documentation for each pay application and/or changes order meets the funding requirements.
- **Reporting** – ROWE will prepare the required reporting for work completed. We will work with the city departments early in the program to determine what reports are required and the frequency of such reports.

### **SCHEDULE**

Based on our recent discussions, we understand the city is interested in getting this project bid out and award the contracts by late winter so work can begin as soon as the weather permits in the spring. The following is our proposed schedule for our services:

Proposal submitted to City for review	January 28 <sup>th</sup>
City Council Award of ROWE Contract	February 9 <sup>th</sup>
Project Kick Off with ROWE/City	February 10 <sup>th</sup> or 11 <sup>th</sup>
ROWE to analyze available data for Restoration	February 14 <sup>th</sup> – 25 <sup>th</sup>
ROWE to perform field site visit	February 21 <sup>st</sup> - March 4 <sup>th</sup>
Bid Package Complete For SLE/SLR	March 4 <sup>th</sup>
Bid Package Complete for Restoration	March 18 <sup>th</sup>
Advertisement of Both Bid Packages	Mid/Late March
Pre-Bid Meetings	Early April
Bid Opening of Both Bid Packages	April
Award of Contract(s)	Late April
Construction to Begin	May
Construction Complete	TBD

### **COMPENSATION**

ROWE acknowledges that we will conform to the contractual agreement with our MIDEAL/MDTMB State of Michigan Cooperative agreement submitted on January 17, 2019. We note that

Mr. Clyde Edwards  
February 1, 2022  
Page 4

we are in our fourth year of our contract and our rates will be adjusted in our next MDTMB ISID submittal anticipated for the end of 2022 or early 2023.

Compensation for our serviced will be billed on our hourly rate schedule. The work for the SLE/SLR is more defined since ROWE has been involved with this program for almost 3 years. The work associated with the restoration is less defined and will require more up-front time analyzing the data available and then performing field work. Our proposed fees are noted below:


<u>Task</u>	<u>Budget</u>
SLE/SLR Program Management	\$400,000
Restoration Program Management	\$2,500,000
Total Budget	\$2,900,000

We appreciate the opportunity to continue to provide the City of Flint professional engineering services. With our corporate headquarters located in the downtown area, we are committed to assisting the city with your infrastructure improvements.

If you agree with our proposal, please prepare an engineering services contract for our review and execution. You can contact either Rick Freeman or Jeff Markstrom to discuss our proposal in more detail at (810) 341-7500.


Sincerely,  
ROWE Professional Services Company

Jeffrey Markstrom, PE

 Signed by Jeffrey Markstrom, PE  
on 2/1/2022 10:17:25 AM  
C:\Users\jmarkstrom\Documents\2022 SLE Restoration\2022 SLE Restoration Proposal.docx

Jeffrey B. Markstrom, PE  
Design Services Division Manager

Rick Freeman, PE

 Signed by Rick Freeman, PE  
on 2/1/2022 10:26:30 AM  
C:\Users\rfreeman\Documents\2022 SLE Restoration\2022 SLE Restoration Proposal.docx

Rick A. Freeman, PE  
Principal/Director of Engineering

R:\Projects\PROPOSAL\ENGINEERING\City of Flint\2022 SLE Restoration\2022 SLE Restoration Proposal.docx

220/06

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

PRESENTED: 2/23/2022

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

**RESOLUTION TO THE NORTH FLINT REINVESTMENT CORPORATION  
FOR THE NORTH FLINT FOOD MARKET PROJECT**

**BY THE CITY COUNCIL:**

The American Rescue Plan Act includes provisions for local governments as they address the public health and economic impacts caused by the COVID-19 public health emergency; and

The Flint City Council is recommending that the City's Coronavirus Local Fiscal Recovery Funds (CLFRF)/American Rescue Plan Act (ARPA) support funds be used to assist the North Flint Reinvestment Corporation for the North Flint Food Market project, 5402 Clio Road, Flint; and

This CLFRF funding for the North Flint Food Market project, in the amount of \$600,000.00, would be used to alleviate major cost increases to the overall grocery store budget due to the COVID-19 pandemic and associated global supply chain issues.

**IT IS RESOLVED**, that the appropriate City Officials are authorized to do all things necessary to administer funds, in the amount of \$ 600,000.00, to the North Flint Reinvestment Corporation for its grocery store, the North Flint Food Market, and activities surrounding its grocery store, with funding provided under the Coronavirus Local Fiscal Recovery Funds (CLFRF)/American Rescue Plan Act (ARPA) funds in order to address the negative economic impacts caused by the public health emergency by supporting small businesses.

**APPROVED BY CITY COUNCIL:**

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



PROPOSAL# 20-550

BY THE CITY ADMINISTRATOR:

RESOLUTION NO.:

PRESENTED:

ADOPTED:

220110

3/09/2022

**CHANGE ORDER RESOLUTION TO LANG CONSTRUCTION FOR CHEMICAL SYSTEMS FEED BUILDING**

WHEREAS, The City of Flint Department of Purchases and Supplies solicited bids for The City of Flint Water Plant for chemical feed systems in 2019. On December 9, 2019 resolution #190490 was adopted to award the lowest bidder, Lang Constructors, a contract amount not to exceed \$4,085,957.00. Funding for services were made available out of the \$77,000,000 Water Infrastructure Improvements for the Nation (WIIN) grant. Due to COVID-19 mechanical and electrical contractors sustained significant costs and schedule impacts. Cost increases for materials and delays in getting said materials resulted in delays to the project, as well as unforeseen problems found while construction commenced extending the construction schedule and increasing costs.

WHEREAS, These costs total \$330,107.21 and require a change order #1, for a total contract not to exceed \$4,416,064.21. Funds are available in 496-553.000-801.057 FEPA18WIIN1.

Account Number	Account Name	Grant Code	Amount
496-553.000-801.057	Chemical Feed System	FEPA18WIIN-I	330,107.21

IT IS RESOLVED, that the appropriate City Officials are authorized to issue a Change Order to Lang Construction for chemical feed system, in an amount not-to-exceed \$330,107.21 for FY22 for the total aggregate Purchase Order amount not-to-exceed \$4,416,064.21 for FY22 (07/01/21 - 06/30/22).

APPROVED AS TO FORM:

  
William Kim (Mar 1, 2022 16:18 EST)


William Kim, Acting City Attorney

APPROVED AS TO FINANCE:



Robert J.F. Widigan, Chief Financial Officer

FOR THE CITY OF FLINT:

  
CLYDE D EDWARDS (Mar 2, 2022 16:15 EST)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

  
Eric Mays, City Council President

APPROVED AS TO PURCHASING:

  
Jennifer Ryan (Mar 1, 2022 15:53 EST)

Lauren Rowley  
Purchasing Manager



## CITY OF FLINT

### RESOLUTION STAFF REVIEW FORM

**TODAY'S DATE:** March 1, 2022

**BID/PROPOSAL#** 20000550

**AGENDA ITEM TITLE:** Resolution Authorizing Appropriate City Officials to Enter Into Change Order #1 with Lang Constructors

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

**VENDOR NAME:** Lang Constructors

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

As part of the City of Flint's EPA order, a chemical systems feed building was required. On December 9, 2019 resolution #190490 was adopted to award the lowest bidder, Lang Constructors, a contract amount not to exceed \$4,085,957.00. Funding for services were made available out of the \$77,000,000 Water Infrastructure Improvements for the Nation (WIIN) grant. Due to COVID-19 mechanical and electrical contractors sustained significant costs and schedule impacts. Cost increases for materials and delays in getting said materials resulted in delays to the project, as well as unforeseen problems found while construction commenced extending the construction schedule and increasing costs. These costs total \$330,107.21 and require a change order #1, for a total contract not to exceed \$4,416,064.21. Funds are available in 496-553.000-801.057 FEPA18WIIN1.

**FINANCIAL IMPLICATIONS:**

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

Dept.	Name of Account	Account Number	Grant Code	Amount
496	Chemical Feed System	496-553.000-801.057	FEPA18WIIN-1	\$330,107.21
GRAND TOTAL				\$330,107.21

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

**ACCOUNTING APPROVAL:**

*Yolanda Gray*

**Date:** 3-1-22

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

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



## CITY OF FLINT

**BUDGET YEAR 1**

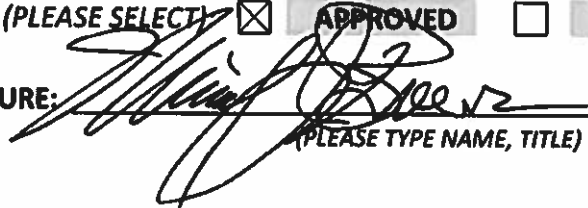
**BUDGET YEAR 2**

**BUDGET YEAR 3**

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

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

**DEPARTMENT HEAD SIGNATURE:**

 3/1/21  
(PLEASE TYPE NAME, TITLE)



535 Griswold Street, Suite 930  
Detroit, Michigan 48226  
tel: 313 963-1313

February 28, 2022

Mr. Michael Brown  
Director Department of Public Works  
City of Flint  
1101 Saginaw Street  
Flint, MI 48502

Subject: Chemical Systems Feed Building  
Construction Contract No. 19-905  
PO number 20-002358  
Change Order Request #1

Dear Mr. Brown:

Please find attached Change Proposal Request (CPR) Nos. 17 through 31 from Lang Constructors, Inc. for the Chemical Systems Feed Building Project. These CPR's address Contract modifications as described below and make-up Change Order #1. All CPR's have been discussed and reviewed by the Engineer, Program Manager, and yourself.

CDM Smith has reviewed the following requests and offer the following descriptions and opinions:

### **Description of Contract Modifications**

**CPR No. 17 – Uncompacted Backfill Beneath Underground Chemical Feed Pipes** - During installation of the four (4) underground double-wall chemical feed pipes it was discovered that the backfill around the Flint (GCDC) vault excavation was not properly backfilled by D'Agostini. Resolution of this problem required the removal of the uncompacted material and placement and compaction of the material.

**CPR No. 18 – Add Valve Riser** - During site grating a valve riser for an unknown underground valve was discovered. Resolution of this problem required excavation and installation of a new riser piece.

**CPR No. 19 – Relocation of Unknown 480V Buried Electric Conduit** - During installation of the roadway a 4-inch unknown active buried conduit was discovered and conflicted with the roadway subbase material. Resolution of this problem required excavation of an adjacent trench to lower the conduit and installation of an electrical manhole.

**CPR No. 20 – Sample Vault Relocation** - During construction of the sample vault, unknown underground utility conflicts were identified and required relocation the vault. Due to sample vault







Chemical Systems Feed Building  
February 28, 2021  
Page 2

location requirements, the vault had to be reconfigured to fit the new location. Resolution of this problem required excavation of new location to confirm available space and 48-inch pipeline access and reconfiguration of the vault.

**CPR No. 21 – Photocell** - During construction it was discovered that the Contract Documents did not provide for an exterior lighting control switch. Resolution of this problem required addition of wiring, conduit, and a photocell.

**CPR No. 22 – Sodium Hypochlorite Valves (4) Functionality** - During commissioning it was discovered that the four (4) installed Hypo System flow control valve actuators did not include opened/closed position indicator as an output signal. Resolution of this problem required the four (4) valves to be removed and replaced with valves with the required functionality.

**CPR No. 23 – Caustic Low-Level Switch** - During commissioning it was discovered that the piping arrangement was trapping air in the riser pipe and interfering with Caustic bulk storage tank Low-Level switch operation. Resolution of this problem required rerouting the vent pipe from existing riser pipe and connecting to an existing unused flange connection on top of tank to allow automatic venting of trapped air to bulk storage tank.

**CPR No. 24 - Additional Guard Posts** - The City of Flint staff requested additional guard posts to protect the exposed chemical feed piping located on north side of building. In addition, the Contractor was asked to provide a small concrete foundation in lieu of asphalt foundation for exterior emergency shower/eyewash. The Contractor is unable to install asphalt pavement due to cold weather. **This request for additional work has been deleted as the City of Flint will complete it with City staff.**

**CPR No. 25 – Flow Control Automation** - The City of Flint requested automated computer control of the two source waters (GLWA and GCDC) into the Flint distribution system. The new water source from GCDC will complicate flow control into the Flint distribution system and require constant operator attention. Programmed control will provide more accurate control of flow from the GLWA and GCDC and reduce the need for constant operator adjustment.

**CPR No. 26 – Ortho Phosphoric Acid Analyzer Automatic Cleaning System** - The City of Flint staff requested the addition of the add-on automatic cleaning system for better analyzer operation. At higher phosphate concentrations, the sensor requires more frequent cleaning. **This request for additional work has been deleted as the City of Flint will complete it with City staff.**

**CPR No. 27 – Mechanical Contractor COVID-19 Cost Escalation and Supply Chain Impacts** - The Mechanical Contractor, Goyette, indicated that during construction they sustained significant cost and schedule impacts due to COVID-19. The project was bid prior to COVID-19 (Nov 2019) and was





Chemical Systems Feed Building  
February 28, 2021  
Page 3

completed during the COVID-19 pandemic. Cost of most construction materials increased, and frequent shipment delays occurred; thus, extending the construction schedule and increasing overhead costs.

**CPR No. 28 – Electrical Contractor COVID-19 Cost Escalation and Supply Chain Impacts** - The Electrical Contractor, Newkirk, indicated that during construction they sustained significant cost and schedule impacts due to COVID-19. The project was bid prior to COVID-19 (Nov 2019) and was completed during the COVID-19 pandemic. Cost of most construction materials increased, and frequent shipment delays occurred; thus, extending the construction schedule and increasing overhead costs.

**CPR No. 29 – Carrier Water** - During commissioning it was discovered that the Contract Documents contained a conflict, and the wrong size pipe was installed. Resolution of this problem required removal and replacement of a segment of pipe with a larger size.

**CPR No. 30 – Level Indicator Probe Replacement** - During commissioning it was discovered that the Sodium Hypochlorite and Phosphoric Acid was attacking the liquid level probes causing discoloration and probe deterioration. Resolution of this problem required removal and replacement of a total of eight (8) probes with a chemical resistant material.

**CPR No. 31 – Removal and Replacement of Sodium Hypochlorite Injection Quills** - Recently it was discovered that the Sodium Hypochlorite "neat solution" was attacking the 316 stainless steel chemical injection quills and causing leaks. Resolution of this problem required removal and replacement of chemical injection quills with a chemical resistant material.

### **Contractor's Change Order Request**

**CPR No. 17 – Uncompacted Backfill Beneath Underground Chemical Feed Pipes** - The Contractor completed this work at risk at a not to exceed total cost of \$5,410.60.

**CPR No. 18 – Add Valve Riser** - The Contractor completed this work at risk at a not to exceed total cost of \$2,283.86.

**CPR No. 19 – Relocation of Unknown 480V Buried Electric Conduit** - The Contractor completed this work at risk at a not to exceed total cost of \$6,412.30.

**CPR No. 20 – Sample Vault Relocation** - The Contractor completed this work at risk at a not to exceed total cost of \$15,451.75.





Chemical Systems Feed Building  
February 28, 2021  
Page 4

**CPR No. 21 - Photocell** - The Contractor completed this work at risk at a not to exceed total cost of \$2,395.00.

**CPR No. 22 - Hypo Valves (4) Functionality** - The Contractor completed this work at risk at a not to exceed total cost of \$8,179.00.

**CPR No. 23 - Caustic Low-Level Switch** - The Contractor completed this work at risk at a not to exceed total cost of \$8,637.62.

**CPR No. 24 - Additional Guard Posts** - The Contractor proposes to complete this work at a not to exceed total cost of \$0.00. **This request for additional work has been deleted as the City of Flint will complete it with City staff.**

**CPR No. 25 - Flow Control Automation** - The Contractor proposes to complete this work at a not to exceed total cost of \$32,480.70.

**CPR No. 26 - Ortho Phosphoric Acid Analyzer Automatic Cleaning System** - The Contractor proposes to complete this work at a not to exceed total cost of \$0.00. **This request for additional work has been deleted as the City of Flint will complete it with City staff.**

**CPR No. 27 - Mechanical Contractor COVID-19 Cost Escalation and Supply Chain Impacts** - The Contractor completed this work at risk at an extra total cost of \$75,110.26.

**CPR No. 28 - Electrical Contractor COVID-19 Cost Escalation and Supply Chain Impacts** - The Contractor completed this work at risk at an extra total cost of \$109,809.00.

**CPR No. 29 - Carrier Water** - The Contractor completed this work at risk at an extra total cost of \$4,731.80.

**CPR No. 30 - Level Indicator Probe Replacement** - The Contractor completed this work at risk at an extra total cost of \$46,233.89.

**CPR No. 31 - Removal and Replacement of Chemical Injection Quills** - The Contractor has not completed this work but has made a temporary repair to stop the leaking. He has provided a quote to complete the permanent repair at a total cost of \$12,970.60.

#### **Recommendation**

CDM Smith recommends the City of Flint accept Change Proposal Request Nos. 17 through 31. These Change Proposal Requests total \$330,107.21 and will result in an increase in the total Contract amount from \$4,085,957.00 to \$4,416,064.21.



Chemical Systems Feed Building  
February 28, 2021  
Page 5

These Change Proposal Requests also increased Contract time. We are proposing a new **Substantial Completion Date of April 15, 2022**, and a new **Final Completion Date of June 15, 2022**. We are recommending a later Final Completion to allow for Spring repair of exterior items and the asphalt paving. Substantial Completion requires all Contract Work to be complete except for punch list items, contract closeout, and the asphalt paving which will be completed between SC and FC.

Should you have any questions or need any further information, please do not hesitate to call.

James J. Broz, P.E.

A handwritten signature in black ink that reads "James J. Broz". The signature is fluid and cursive, with the first name "James" and last name "Broz" clearly legible.

Senior Project Manager  
CDM Smith Inc.

cc: John Young  
Scott Dungee  
Yolonda Gray  
Rob Isabel



220120

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

PRESENTED: 3/23/2022

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

**RESOLUTION APPROVING PARTICIPATION IN THE MICHIGAN HOMEOWNER ASSISTANCE FUND**

**BY THE CITY ADMINISTRATOR:**

**WHEREAS** the Michigan State Housing Development Authority ("MSHDA") has created a federally funded program under its Michigan Homeowner Assistance Fund ("MIHAF") Program; and

**WHEREAS** the MIHAF program was established to mitigate financial hardships associated with the coronavirus pandemic by providing funds to eligible entities for the purpose of preventing homeowner mortgage delinquencies, defaults, foreclosures, loss of utilities or home energy services, and displacements of qualified homeowners experiencing financial hardship after January 21, 2020, through qualified expenses related to mortgages and housing, for the benefit of those homeowners; and

**WHEREAS** the City of Flint is eligible to participate in the MIHAF Program as a Provider of public utilities; and

**WHEREAS** eligible homeowners in the City of Flint may be eligible for financial assistance through the MIHAF program if the City of Flint becomes a Provider the MIHAF Program;

**IT IS RESOLVED** that the City Administrator is authorized to do all things necessary to effectuate the City of Flint's participate in the MSDHA's MIHAF program, including but not limited to executing the necessary agreements with the MSDHA.

**APPROVED AS TO FORM:**

  
William Kim (Mar 10, 2022 09:40 EST)

**William Kim, Acting City Attorney**

**APPROVED AS TO FINANCE:**

  
Jennifer Ryan (Mar 10, 2022 09:52 EST)

**Robert Widigan, Finance Director**

**FOR THE CITY OF FLINT:**

CLYDE D EDWARDS  
CLYDE D EDWARDS (Mar 14, 2022 12:38 EDT)

**Clyde Edwards, City Administrator**

**APPROVED BY CITY COUNCIL:**

Eric Mays  
**Eric Mays, City Council President**



## CITY OF FLINT

### RESOLUTION STAFF REVIEW FORM

**TODAY'S DATE:** 03/10/2022

**BID/PROPOSAL#** N/A

**AGENDA ITEM TITLE:** Resolution Approving Participation in the Michigan Homeowner Assistance Fund Program

**PREPARED BY** William Kim, Department of Law  
(Please type name and Department)

**VENDOR NAME:** N/A

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

Resolution authorizing City Administration to do all things necessary to have the City of Flint participate in the MSDHA's Michigan Homeowner Assistance Fund (MIHAF) Program. The MIHAF program will provide funds to the City of Flint, on behalf of qualified homeowners, for qualified expenses, including utilities and home energy services.

**FINANCIAL IMPLICATIONS:** The City of Flint agrees not to pursue foreclosure, forfeiture, or collections actions against residents accepted into the MIHAF program.

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

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

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

**DEPARTMENT HEAD SIGNATURE:**   
William Kim (Mar 10, 2022 09:40 EST)

(PLEASE TYPE NAME, TITLE)



## **Michigan Homeowner Assistance Fund (MIHAF) Program Frequently Asked Questions**

### **What is the Homeowner Assistance Fund?**

The Homeowner Assistance Fund (HAF) was established under section 3206 of the American Rescue Plan Act of 2021 (the ARP) to mitigate financial hardships associated with the coronavirus pandemic by providing funds to eligible entities for the purpose of preventing homeowner mortgage delinquencies, defaults, foreclosures, loss of utilities or home energy services, and displacements of homeowners experiencing financial hardship after January 21, 2020 through qualified expenses related to mortgages and housing.

### **What was Michigan's allocation amount and how was it determined?**

The U.S. Department of the Treasury (the Treasury) notified us on April 14, 2021 that they will allocate \$242,812,277 (\$242.8) million to the State of Michigan based on the number of unemployed individuals and the number of mortgagors with delinquent mortgage payments. Each State's allocation takes in to account the statutory requirement that no State receive less than \$50 million.

### **How is Michigan going to distribute the funds to households in need?**

Michigan has designated the Michigan State Housing Development Authority (the Authority or MSHDA) as the operating agency to set up the Michigan Housing Assistance Fund (MIHAF) program in accordance with the guidance provided by the Treasury.

MSHDA intends to launch the MIHAF program to the public on February 14, 2022. An on-line and mobile application portal has been set up. Applicants will be able to apply and submit required documentation through the web-based application or may be assisted by a third-party counseling agency or legal aid office. We have partnered with Michigan 2-1-1, a Michigan non-profit organization, to serve as our statewide call center support to answer questions, provide program detail and assist homeowners with submitting their applications. Customer Service can be reached at **844-756-4423**, Monday through Friday, 8:00 a.m. to 5:00 p.m.

### **What kind of assistance may I be eligible for?**

You may be eligible for up to \$25,000 one-time MIHAF assistance per household on your primary residence which MIHAF will disburse directly to your lender/servicer or service provider:

- 1) Delinquent mortgage/housing expenses, such as delinquent monthly payments, escrow shortages, and corporate advances,
- 2) Delinquent land contract payments, delinquent mobile home consumer loan payments or delinquent contracted park lot payments,
- 3) Delinquent Property taxes,
- 4) Delinquent Condominium/homeowners' association fees,
- 5) Homeowner's insurances, hazard, flood, or mortgage insurance,
- 6) Delinquent Utilities, gas, electric, water, sewer, and
- 7) Delinquent Internet broadband services.



### **What are the eligibility guidelines?**

- 1) Eligible homeowners must have a qualified financial COVID related hardship that occurred on or after January 21, 2020,
- 2) Currently own and occupy their home as their primary residence, and
- 3) Household income equal to or less than 150% of area median income (AMI).

### **What is a Qualified Financial Hardship?**

A material reduction in income or a material increase in living expenses associated with the COVID pandemic that has increased a homeowner's risk of mortgage delinquency, mortgage default, foreclosure, loss of utilities or home energy services, or displacement for a homeowner.

- 1) Attest to a temporary or permanent loss of earned income related to COVID on or after January 21, 2020.
- 2) Attest to an increase in living expenses such as medical expenses, inadequate medical insurance, increase in household size, or costs to reconnect utility services related to COVID after January 21, 2020.

### **When will I be able to apply for MIHAF?**

On February 14, 2022, interested homeowners may go to the [www.michigan.gov/mihaf](http://www.michigan.gov/mihaf) web page, review additional MIHAF program details and access the secured, on-line portal by clicking the **Apply Now** link. Or call MIHAF Customer Service at **844-756-4423** for assistance.

You can reach the MIHAF team at our general mailbox [MSHDA-HO-HAF-Program@michigan.gov](mailto:MSHDA-HO-HAF-Program@michigan.gov).



# Michigan Homeowner Assistance Fund (MIHAF) Term Sheet

**Program:** Michigan Homeowner Assistance Fund (MIHAF)

**Date:** January 25, 2022

<b>Program Overview</b>	This MIHAF program was established under section 3206 of the American Rescue Plan Act of 2021 (the ARP) to mitigate financial hardships associated with the coronavirus pandemic by providing funds to eligible entities for the purpose of preventing homeowner mortgage delinquencies, defaults, foreclosures, loss of utilities or home energy services, and displacements of homeowners experiencing financial hardship on or after January 21, 2020, through qualified expenses related to mortgages and housing.
<b>HAF Program Goal</b>	To provide financial assistance to Michigan Eligible Homeowners to eliminate or reduce past due payments associated with homeownership, including payments under a forbearance plan, deferred payments, full or partial reinstatements, corporate advances on a Reverse mortgage, and past due payment on loans secured by manufactured home or contracts of deeds. To provide financial assistance to Michigan Eligible Homeowners to eliminate or reduce past due property tax, condominium association dues, and/or housing utility payments.
<b>Size of MIHAF Program</b>	Michigan State Housing Development Authority (the Authority) will utilize up to <b>\$206,086,279</b> (total award \$242,812,277 less 15% administrative costs) of its total HAF allocation for this program.
<b>Targeted Population of Homeowners and Financial Challenges Program Seeks to Address</b>	Not less than 60% of amounts made available for MIHAF program expenses will be used for qualified expenses to assist homeowners having incomes equal to or less than 100% of the area median income household limit in accordance with HUD'S FY 2021 HAF Income Limits. Any amount not made available to homeowners that meet this income-targeting will be used for qualified expenses to assist homeowners having incomes equal to or less than 150% area median income and will be prioritized for assistance to socially disadvantaged individuals as outlined in U.S. Department of the Treasury Guidance dated August 2, 2021. Program funds will be made available to assist all eligible homeowners on a first come, first serve basis.
<b>Eligible Homeowners</b>	<p>"Eligible Homeowners" for Michigan's MIHAF program must meet the following criteria:</p> <ul style="list-style-type: none"> <li>Homeowner must have experienced and attest to a Qualified Financial Hardship on or after January 21, 2020 or had a Qualified Financial Hardship that began before January 21, 2020 but continued after that date. The attestation must describe the nature of the financial hardship.</li> </ul>

	<ul style="list-style-type: none"> <li>• Homeowner must currently own and occupy the property as their primary residence.</li> <li>• Homeowner must meet the Homeowner Income Eligibility Requirements.</li> </ul>
<b>Eligible Legal Ownership Structures</b>	<p>"Eligible Legal Ownership Structures" include only the following:</p> <ul style="list-style-type: none"> <li>• Those where the home is owned by a "natural person" (i.e., LLP, LP, S-Corp, or LLC <u>do not</u> qualify). Where the estate of a deceased natural person is the ownership entity, the owner may be eligible, subject to review by the Authority.</li> <li>• Those where the homeowner has transferred their ownership right into non-incorporated, Living Trusts, provided the homeowner occupies the home as the primary/principal residence.</li> <li>• Those where the home is under a Purchaser's Interest in a Land Contract valid under Michigan law.</li> <li>• Those where the home is owned by a certificate of title.</li> <li>• Those where the occupant is a member of a "Consumer housing cooperative organized under Michigan law."</li> </ul>
<b>Qualified Financial Hardship</b>	<p>A "Qualified Financial Hardship" is a material reduction in income or material increase in living expenses associated with the coronavirus pandemic that has created or increased a risk of mortgage delinquency, mortgage default, foreclosure, loss of utilities or home energy services, or displacement for a homeowner.</p> <ul style="list-style-type: none"> <li>• <b>Reduction of Income</b> – Temporary or permanent loss of earned income on or after January 21, 2020 or that began before January 21, 2020 but continued after that date.</li> <li>• <b>Increase in living expenses</b> – Increase in out-of-pocket household expenses such as, medical expenses, inadequate medical insurance, increase in household size, or costs to reconnect utility services directly related to coronavirus pandemic on or after January 21, 2020 or that began before January 21, 2020 but continued after that date.</li> </ul>
<b>Homeowner Income Eligibility Requirements</b>	<p>To be eligible for assistance under the Michigan's MIHAF Program, homeowners <b>must have incomes equal to or less than 150% of the area median income</b> household limit in accordance with HUD'S FY 2021 HAF Income Limits. ("Homeowner Income Eligibility Requirements").</p>
<b>Homeowner Prioritization</b>	<ul style="list-style-type: none"> <li>• The Authority will prioritize funding to the following populations:</li> <li>• Not less than 60% will be used for qualified expenses that assist homeowners having incomes equal to or less than 100% of the area median income.</li> <li>• Amounts not made available to homeowners that meet the above</li> </ul>

	<p>income-targeting requirement will be used to assist homeowners having household incomes equal to or less than 150% of area median income and prioritized for assistance to socially disadvantaged individuals as defined by the Department of U.S. Treasury's guidance dated August 2, 2021.</p> <p>"Socially Disadvantaged Individuals" are those whose ability to purchase or own a home has been impaired due to diminished access to credit on reasonable terms as compared to others in comparable economic circumstances, based on disparities in homeownership rates in Michigan as documented by the U.S. Census. "Socially Disadvantaged Individuals" are those who have been subjected to racial or ethnic prejudice or cultural bias within American society because of their identities as members of groups and without regard to their individual qualities. Social disadvantage must stem from circumstances beyond their control.</p> <p>Indicators of socially disadvantage impairment may include being a 1) member of a group that has been subjected to racial or ethnic prejudice or cultural bias with American society; 2) resident of a majority-minority Census tract; 3) individual with limited English proficiency; 4) individual who lives in a persistent-poverty county that has had 20% or more of its population living in poverty over the last 30 years; 5) single-member households, Female heads of households with related children and Shelter overburden households as supported in Michigan's data analysis, and 6) an individual who identifies and self-attests to being socially disadvantaged within the application process.</p>
<b>Eligible Properties</b>	<p><u>"Eligible Properties"</u> are those that are:</p> <ul style="list-style-type: none"> <li>• Single-family (attached or detached) properties</li> <li>• Condominium units.</li> <li>• 1 to 4-unit properties where the homeowner is living in one of the units as their primary residence.</li> <li>• Manufactured homes permanently affixed to real property and taxed as real estate.</li> <li>• Mobile homes not permanently affixed to real property.</li> </ul> <p><u>Ineligible properties:</u></p> <ul style="list-style-type: none"> <li>• Vacant, lacking a dwelling, or abandoned.</li> <li>• 2<sup>nd</sup> homes.</li> <li>• Investment property.</li> <li>• 1 to 4-unit properties where the homeowner/landlord has received Emergency Rental Assistance Funds.</li> </ul>
<b>Eligible Qualified Expenses MIHAF Program Proceeds</b>	<p>Housing obligations as listed below and incurred by a Homeowner's Qualified Financial Hardship on or after January 21, 2020 or had a Qualified Financial Hardship before January 21, 2020, but continued after that date are eligible "Qualified Expenses" of MIHAF Program Proceeds:</p> <ul style="list-style-type: none"> <li>• Existing delinquent first mortgage lien payments (principal, interest, taxes, insurances (PITI)), escrow shortages, corporate advances.</li> <li>• Existing first mortgage lien partial or full forbearance reinstatement</li> </ul>

	<p>and/or delinquent monthly forbearance payments.</p> <ul style="list-style-type: none"> <li>• Existing delinquent subordinate mortgage lien payment (P&amp;I) and/or principal reduction or payoff of a non-profit/government bond second lien.</li> <li>• Land Contract delinquent monthly payment (P&amp;I).</li> <li>• Manufactured/mobile home delinquent loan monthly payment (P&amp;I) and delinquent lot rent, if applicable.</li> <li>• Utilities, including electric, gas, home energy and water delinquent balances and costs to restore services, if arrearages not otherwise covered from another source of funds.</li> <li>• Internet service, including broadband internet access, delinquent balances, and costs to restore services, if arrearages not otherwise covered from another federal assistance source of funds.</li> <li>• Homeowner's association fees, condominium association fees or common charges, delinquent balances including costs for lien extinguishment.</li> <li>• Homeowner's hazard, flood and/or mortgage insurance delinquent balances, including force place coverage, and costs to reinstate coverage.</li> <li>• Delinquent property taxes, including assessed interest and penalties.</li> <li>• Homeowner counseling/non-profit legal entity application assistance costs</li> <li>• De minimis lender-assessed fees.</li> </ul> <p>Arrearages of qualified expenses are eligible for purposes of HAF regardless of the date they were incurred, including if arose before January 21, 2020 per U.S. Treasury guidance dated August 2, 2021.</p> <p>Exhibit A to this Program Design contains the other Treasury-required requirements, such as the maximum dollar amount that this program will provide to each homeowner for each type of qualified expense ("Per Item Maximum Amount".)</p>
<b>Maximum Per Household MIHAF Assistance</b>	<p>The Authority will not exceed its "Maximum Per Household MIHAF Assistance" amount of \$25,000 per household, combined across all Eligible Uses, in the MIHAF Program.</p> <p>Additionally, the Authority will not exceed its Per Item Maximum Amounts listed in Exhibit A.</p> <p>Additionally, assistance is limited to one-time, per household.</p>
<b>Assistance Type</b>	<p>Assistance will be structured as a non-recourse grant.</p>

<b>Payout of MIHAF Assistance</b>	<p>The Authority will disburse MIHAF assistance directly to mortgage lender/servicer, land contract holder, manufactured/mobile home lender/park (lot fees), county treasurer, condominium/homeowners' association, utility provider, local municipality, internet and/or broadband service providers.</p> <p>The Authority will make no more than one disbursement to each payee.</p> <p>The Authority will disburse the amount quoted by the lender/servicer; any discrepancies to be resolved by the homeowner and lender/servicer.</p> <p>If Homeowner's past due amount exceeds the amount that the Authority can provide, Homeowner may pay the difference, and the Authority will pay the maximum of their limit.</p>
<b>Structure of Assistance and Payment Process Description of Qualified Expenses</b>	<p>MIHAF assistance will be prioritized to Eligible "Qualified Expenses" of MIHAF Program Proceeds as follows:</p> <ol style="list-style-type: none"> <li>1) Mortgage/housing loan assistance,</li> <li>2) Land Contracts and Reverse Mortgages,</li> <li>3) Property taxes,</li> <li>4) Condominium/homeowners' association fees,</li> <li>5) Mobile home and/or lot payment assistance,</li> <li>6) Homeowner's insurances,</li> <li>7) Utilities,</li> <li>8) Internet services.</li> </ol>
<b>Program Launch</b>	<p>The Authority is planning to launch the program to the public statewide in the fourth quarter of 2021 subject to the timing of Michigan's legislative appropriation of program funds to the Authority, MSHDA Board approval, and the Department of U.S. Treasury's approval of Michigan's MIHAF Plan. The terms hereof are subject to change based on the foregoing.</p>
<b>Program Duration</b>	<p>The period of performance for the MIHAF award begins on the date hereof and ends on September 30, 2026. HAF recipient shall not incur any obligations to be paid with the funding from this award after such period of performance ends.</p> <p>The Authority plans to disburse all funds prior to the end of program date, September 30, 2026.</p>
<b>Program Leverage with Other Financial Resources</b>	<p>The Authority will undertake best effort approach to leverage the assistance that might be available for homeowners through other federal programs that have been created expressly for that purpose before using MIHAF funds for utility assistance, for example.</p>
<b>Program Exclusions</b>	<ul style="list-style-type: none"> <li>• Home repair/property improvement assistance.</li> <li>• MSHDA employees.</li> </ul>

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**Exhibit A**

<b>Eligible Uses of MIHAF Program Proceeds</b>	<b>Per Item Maximum Amount Per Homeowner</b>	<b>Description of Intended Impact on Eligible Homeowners</b>
Housing Payment Assistance (Mortgage, Land Contract, Mobile Home)	\$25,000	Reinstate, avoid foreclosure, retain homeownership
Property Tax Assistance	\$25,000	Reinstate, avoid foreclosure, retain homeownership
Condominium Association Assistance	\$10,000 in Maximum per Homeowner Amount	Reinstate, avoid foreclosure, retain homeownership
Homeowner's Insurances (Hazard, Flood or Mortgage)	\$25,000	Reinstate and restore coverage
Utility Assistance	\$500 in Maximum per Homeowner Amount	Reinstate and restore services



RESOLUTION NO.:

PRESENTED:

220121  
3/23/2022

ADOPTED:

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO LASERCOM LLC FOR ADDITIONAL POSTAGE COSTS**

WHEREAS, the Customer Service Center (CSC) uses Lasercom for mailing services, including printing, sorting, and mailing of water bills, water shutoff notices, and property taxes. The CSC is requesting additional funds for Lasercom, which are necessary to cover additional postage costs for mailings of City water and sewer bills.

Account Number	Account Name	Amount
101-253.202-902.000	CUST SERV Water Collect- POSTAGE	\$12,250.00
101-253.203-902.000	CUST SERV Sewer Collect- POSTAGE	\$12,250.00
	<b>FY2022 GRAND TOTAL</b>	<b>\$24,500.00</b>

IT IS RESOLVED, that the appropriate City Officials are authorized to do all things necessary to enter into change order #1 to the contract with Lasercom LLC to provide additional postage for the mailing of City water and sewer bills for FY2022 in the amount of \$24,500.00, for an aggregate FY22 (07/01/21-06/30/22) total amount of \$173,590.00 under the same terms and conditions.

APPROVED AS TO FORM:

  
William Kim (Mar 14, 2022 11:34 EDT)

William Kim, Acting City Attorney

APPROVED AS TO FINANCE:

  
Jennifer Ryan (Mar 14, 2022 11:04 EDT)

Robert J.F. Widigan, Chief Financial Officer

FOR THE CITY OF FLINT:

  
CLYDE D EDWARDS (Mar 14, 2022 12:17 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

  
Eric Mays, City Council President

APPROVED AS TO PURCHASING:



Lauren Rowley, Purchasing Manager



## CITY OF FLINT

### RESOLUTION STAFF REVIEW FORM

**TODAY'S DATE:** 3/10/22

**BID/PROPOSAL#**

**AGENDA ITEM TITLE:** LASERCOM

**PREPARED BY:** Patrice Ellison, Admin Clerk, Finance/Customer Service Center  
(Please type name and Department)

**VENDOR NAME:** LASERCOM, LLC

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

The purpose of this resolution is to get approval to pay additional postage to Lasercom, LLC for the mailing of water bills and shutoff notices for the completion of fiscal year'22.

**FINANCIAL IMPLICATIONS:** \$24,500.00

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

Dept.	Name of Account	Account Number	Grant Code	Amount
FIN/ CSC	CUSTOMER SERVICES WATER COLLECTION - POSTAGE	101-253.202-902.000		\$12,250.00
	CUSTOMER SERVICE - SEWER COLLECTION - POSTAGE	101-253.203-902.000		\$12,250.00
	<b>FY 2022</b>			<b>\$24,500.00</b>

**PRE-ENCUMBERED?** YES ☒ NO ☐ **REQUISITION NO:** 220004455

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

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





## CITY OF FLINT

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

**BUDGET YEAR 1**

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

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

**DEPARTMENT HEAD SIGNATURE:** Amanda Trujillo  
(Amanda Trujillo, City of Flint Treasurer)

220/22



RESOLUTION NO.: \_\_\_\_\_  
 PRESENTED: 3/23/2022  
 ADOPTED: \_\_\_\_\_

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO BERGER CHEVROLET FOR TWENTY (20) CHEVROLET TAHOES PPV**

On December 18, 2018, the City Council adopted Resolution #180618 to lease/purchase twenty (20) 2019 Chevrolet Tahoe Police Pursuit Vehicles (PPV) with full police up-fitting; and

Berger Chevrolet, Inc., 2525 28<sup>th</sup> Street, SE, Grand Rapids, MI was the responsive bidder through the Oakland County Cooperative Purchasing Blanket Contract #5218. This is the Fourth and final year of the lease/purchase.

Funding for said services will come from the following accounts for FY22 (07/01/21-06/30/22):

Account Number	Account Name	Amount
661-451.100-940.000	Lease of 2019 Chevrolet 4x4 Tahoe PPV	\$ 257,877.66
	<b>FY22 GRAND TOTAL</b>	<b>\$ 257,877.66</b>

IT IS RESOLVED, that the proper city officials, are hereby authorized to issue a purchase order to Berger Chevrolet for twenty (20) 2019 Chevrolet Tahoe Police Pursuit Vehicles (PPV) with full police up-fitting in the amount not-to-exceed \$257,877.66 for FY22 (07/01/21-06/30/22).

APPROVED AS TO FORM:

William Kim  
William Kim (Mar 8, 2022 10:27 EST)

**William Kim, Acting City Attorney**

APPROVED AS TO FINANCE:

Jennifer Ryan  
Jennifer Ryan (Mar 8, 2022 09:50 EST)

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

FOR THE CITY OF FLINT:

CLYDE D EDWARDS  
CLYDE D EDWARDS (Mar 14, 2022 12:18 EDT)

**Clyde Edwards, City Administrator**

APPROVED BY CITY COUNCIL:

Eric Mays  
**Eric Mays, City Council President**

APPROVED AS TO PURCHASING:

Lauren Rowley

**Lauren Rowley, Purchasing Manager**





## CITY OF FLINT

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

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

**BUDGET YEAR 1** \$257,877.66

**BUDGET YEAR 2**

**BUDGET YEAR 3**

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

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

**DEPARTMENT HEAD SIGNATURE:** Aaron R. Cottrell Digitally signed by Aaron R. Cottrell  
Date: 2021.06.17 08:22:41 -04'00'  
(Aaron R. Cottrell, Fleet Administrator)

**DEPARTMENT HEAD MUST SIGN**



**Sheldon Neeley**  
Mayor

**CITY OF FLINT, MICHIGAN**  
**Department of Finance**  
**Fleet Services Division**

**Clyde Edwards**  
City Administrator

**Shelbi Frayer**  
Chief Financial Officer

**Aaron Cottrell**  
Fleet Administrator

May 12, 2021

**TO:** Joyce A. McClane, Purchasing Manager  
**FROM:** Aaron Cottrell, Fleet Administrator  
**SUBJECT:** (20) Police Pursuit Vehicles Lease  
YR4 of four-year lease

Fleet Services is requesting a Purchase Order be issued with Pinnacle Public Finance (for Berger Chevrolet) for FY2022 using funds in the amount of \$257,877.66 from account 661-451.100-940.000.

This is for the final annual lease payment for the (20) Tahoe pursuit vehicles purchased through the MIDeal vendor Berger Chevrolet. Payment will be due no later than 5/1/2022.

Thank you,

**Aaron R. Cottrell**

Digitally signed by Aaron R. Cottrell  
DN: cn=Aaron R. Cottrell, ou=City of Flint, ou=Fleet  
Services, email=a.cottrell@cityofflint.com, c=US  
Date: 2021.05.12 13:20:20 -0400

**Aaron Cottrell**  
Fleet Administrator



**Lessee:** City of Flint  
P.O. Box 248  
Flint, MI 48501

**Invoice Number:** 31545  
**Invoice Due Date:** 5/1/2022  
**Control Number:** 102617  
**Amount Due:** \$257,877.66

**Attention:** Accounts Payable

**Name of Obligation:** Schedule of Property No. 1 dated 5/1/2019 to Master Equipment Lease Purchase Agreement dated 5/1/2019

**Equipment Description:** Twenty (20) Chevrolet Tahoe SUVs

**Purchase Order Number:**

Invoice Due Date	Amount Due
5/1/2022	\$257,877.66

**Remit to:** Pinnacle Public Finance, Inc.  
P.O. Box 028549  
Miami, FL 33102-8549

**Inquiries:** Janet Bryant  
(800) 532-6864  
[jbryant@ppf-inc.com](mailto:jbryant@ppf-inc.com)

**Keep top portion for your records**

**Please detach bottom portion and return with your payment**



**Remit to:** Pinnacle Public Finance, Inc.  
P.O. Box 028549  
Miami, FL 33102-8549

**Inquiries:** (800) 532-6864

**Invoice Number:** 31545  
**Invoice Due Date:** 5/1/2022  
**Control Number:** 102617  
**Amount Due:** \$257,877.66

# EXHIBIT A-1

## RENTAL PAYMENT SCHEDULE

RE Schedule of Property No. 1 dated May 1, 2019 to Master Equipment Lease Purchase Agreement dated as of May 1, 2019 between Americredit Financial Services, Inc. d/b/a GM Financial, as Lessor, and City of Flint, as Lessee

Pmt #	Payment Date	Payment Amount	Interest	Principal	Purchase Price	Outstanding Balance
	5/1/2019					\$969,617.80
1	5/1/2019	\$257,877.66	\$0.00	\$257,877.66		\$711,740.14
2	5/1/2020	\$257,877.66	\$30,519.41	\$227,358.25	\$494,069.53	\$484,381.89
3	5/1/2021	\$257,877.66	\$20,770.29	\$237,107.37	\$252,220.02	\$247,274.53
4	5/1/2022	\$257,877.66	\$10,603.13	\$247,274.53	-\$0.00	-\$0.00
Totals:		\$1,031,510.64	\$61,892.84	\$969,617.80	Rate 4.2880%	

COMMENCEMENT DATE: May 1, 2019

City of Flint

Signature

*Karen W. Weaver*

Name/Title

Dr. Karen W. Weaver, Mayor

Date

May 1, 2019



## GM FINANCIAL

### MASTER EQUIPMENT LEASE PURCHASE AGREEMENT

This Master Equipment Lease Purchase Agreement dated as of May 1, 2019 ("Agreement") and entered into between AmeriCredit Financial Services, Inc., d/b/a GM Financial, a Delaware corporation ("Lessor") and City of Flint, a body corporate and politic existing under the laws of the State of Michigan ("Lessee")

1. **Agreement.** Lessee agrees to lease from Lessor certain "Equipment" as described in each Equipment Schedule (Exhibit A), which together with a Rental Payment Schedule (Exhibit A-1) constitute a "Schedule", subject to the terms and conditions of and for the purposes set forth in each Lease. Items of equipment may be added to the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein. Each Schedule and the terms and provisions of this Agreement (which includes all exhibits hereto, together with any amendments and modifications pursuant thereto) which are incorporated by reference into such Schedule shall constitute a separate and independent lease and installment purchase of the Equipment therein described and are referred to herein as a "Lease".

2. **Term.** The "Commencement Date" for each Lease is the date when interest commences to accrue under such Lease which date shall be the earlier of (i) the date on which the Equipment listed in such Lease is accepted by Lessee in the manner described in Section 11, or (ii) the date on which sufficient monies to purchase the Equipment listed in such Lease are deposited for that purpose with an escrow agent, or (iii) the date sufficient monies are set aside for acquisition of Equipment as evidenced in Exhibit D, if applicable. The "Lease Term" for each Lease means the Original Term and all Renewal Terms therein provided and for this Agreement means the period from the date hereof until this Agreement is terminated. The "Original Term" means the period from the Commencement Date for each Lease until the end of Lessee's fiscal year or biennium (as the case may be) (the "Fiscal Period") in effect at such Commencement Date. The "Renewal Term" for each Lease is each term having a duration that is coextensive with the Fiscal Period.

3. **Representations and Covenants of Lessee.** Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof and as of the Commencement Date of each Lease as follows: (a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority under the constitution and laws of the state where the Lessee is located ("State") to enter into this Agreement and each Lease and the transactions contemplated hereby and to perform all of its obligations hereunder and under each Lease; (b) Lessee has duly authorized the execution and delivery of this Agreement and each Lease by proper action of its governing body at a meeting duly called and held in accordance with State law, or by other appropriate official approval, and all requirements have been met and procedures have occurred to ensure the validity and enforceability of this Agreement and each Lease; (c) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic; (d) Lessee has complied with such public

bidding requirements as may be applicable to this Agreement and each Lease and the acquisition by Lessee of the Equipment as provided in each Lease; (e) during the Lease Term, the Equipment will be used by Lessee solely and exclusively for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority; (f) Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Period, and such other financial information relating to the ability of Lessee to continue each Lease as may be requested by Lessor; and (g) Lessee has an immediate need for the Equipment listed on each Schedule and expects to make immediate use of the Equipment listed on each Schedule.

4. **Tax and Arbitrage Representations.** Lessee hereby represents as follows: (a) the estimated total costs of the Equipment listed in each Schedule will not be less than the total principal portion of the Rental Payments listed in such Rental Payment Schedule; (b) the Equipment listed in each Schedule has been ordered or is expected to be ordered within 6 months of the Commencement Date, and all amounts deposited in escrow to pay for the Equipment, and interest earnings, will be expended on costs of the Equipment and the financing within 3 years of Commencement Date; (c) no proceeds of any Lease will be used to reimburse Lessee for expenditures made more than 60 days prior to the Commencement Date or, if earlier, more than 60 days prior to any official action taken to evidence an intent to finance; (d) Lessee has not created or established, and does not expect to create or establish, any sinking fund or similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments; (e) the Equipment listed in each Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in part, prior to the last maturity of Rental Payments; (f) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended ("Code"), including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation; and (g) Lessee intends that each Lease not constitute a "true" lease for federal income tax purposes.

5. **Lease of Equipment.** Upon the execution of each Lease, Lessor demises, leases, transfers, and lets to Lessee, and Lessee acquires, rents, leases and hires from Lessor, the Equipment in accordance with the terms thereof. The Lease Term for each Lease may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Lease Term set forth in such Lease. At the end of the Original Term and at the end of each Renewal Term the Lease Term



shall be automatically extended upon the successive appropriation by Lessee's governing body of amounts sufficient to pay Rental Payments and other amounts payable under the related Lease during the next succeeding Fiscal Period until all Rental Payments payable under such Lease have been paid in full, unless Lessee shall have terminated such Lease pursuant to Section 7 or Section 22. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the applicable Lease.

**6. Continuation of Lease Term.** Lessee currently intends, subject to Section 7, to continue the Lease Term of each Lease through the Original Term and all Renewal Terms and to pay the Rental Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the maximum Lease Term of each Lease can be obtained. Lessee currently intends to do all things lawfully within its power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds or to extend the applicable Schedule for any Renewal Term is within the discretion of the governing body of Lessee.

**7. Nonappropriation.** Lessee is obligated only to pay such Rental Payments under each Lease as may lawfully be made from funds budgeted and appropriated for that purpose. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under any Lease following the then current Original Term or Renewal Term, such Lease or Leases shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 30 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If any Lease is terminated in accordance with this Section, Lessee agrees to peaceably deliver the Equipment to Lessor at the location(s) to be specified by Lessor.

**8. Conditions to Lessor's Performance.** This Agreement is not a commitment by Lessor to enter into any Lease not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Lease, it being understood that whether Lessor enters into any proposed Lease shall be a decision solely within Lessor's discretion. Lessee will cooperate with Lessor in Lessor's review of any proposed Lease. Lessee understands that Lessor requires certain documentation and information necessary to enter into any Lease and Lessee agrees to provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Lease. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

**9. Rental Payments.** Lessee shall promptly pay "Rental Payments" as described in Exhibit A-1 to each Lease, exclusively from legally available funds, to Lessor on the dates and in such amounts as provided in each Lease. Lessee shall pay Lessor a charge on any Rental Payment not paid on the date such payment is due at the rate of 12% per annum or the maximum rate permitted by law, whichever is less, from such date until paid. Rental Payments consist of principal and interest portions. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments under each Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein or in a Lease constitute a pledge of the general tax revenues, funds or monies of Lessee.

**10. RENTAL PAYMENTS TO BE UNCONDITIONAL.** EXCEPT AS PROVIDED IN SECTION 7, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.

**11. Delivery; Installation; Acceptance.** Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in each Lease and pay any and all delivery and installation costs in connection therewith. When the Equipment listed in any Lease has been delivered and installed, Lessee shall immediately accept such Equipment and evidence said acceptance by executing and delivering to Lessor an Acceptance Certificate (Exhibit B). Lessor shall provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term.

**12. Location; Inspection.** Except in the case of motor vehicles, no item of the Equipment will be moved from the location specified for it in the Lease on which such item is listed without Lessor's consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

**13. Use; Maintenance.** Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by the related Lease. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good

repair and working order. Lessee will enter into a maintenance contract for the Equipment that is acceptable to Lessor.

14. **Title.** Upon acceptance of the Equipment under a Lease by Lessee, title to the Equipment shall vest in Lessee subject to Lessor's rights under the Lease; provided that title shall thereafter immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of the Equipment to Lessor, upon (a) any termination of the applicable Lease other than termination pursuant to Section 22 or (b) the occurrence of an Event of Default. Transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

15. **Security Interest.** To secure the payment of all of Lessee's obligations under each Lease, upon the execution of such Lease, Lessee grants to Lessor a security interest constituting a first and exclusive lien on the Equipment applicable to such Lease and on all proceeds therefrom. Lessee agrees to execute such additional documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated.

16. **Liens, Taxes, Other Governmental Charges and Utility Charges.** Lessee shall keep the Equipment free of all liens, liens and encumbrances except those created by each Lease. The parties to this Agreement contemplate that the Equipment will be used for governmental or proprietary purposes of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes or charges as the same may become due.

17. **Insurance.** At its own expense, Lessee shall during each Lease Term maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor, in an amount at least equal to the then applicable "Purchase Price" of the Equipment as described in Exhibit A-1 of each Lease; (b) liability insurance that protects Lessee from liability in all events in form and amount satisfactory to Lessor; and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b). Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout each Lease Term. Lessee shall not materially modify or cancel such insurance or self-insurance coverage without first giving written notice thereof to Lessor at least 10 days in advance of such cancellation or modification. All such insurance described in

clauses (a) and (b) above shall contain a provision naming Lessor as a loss payee and additional insured.

18. **Advances.** In the event Lessee shall fail to keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term and Lessee agrees to pay such amounts so advanced by Lessor with interest thereon from the advance date until paid at the rate of 12% per annum or the maximum rate permitted by law, whichever is less.

19. **Damage, Destruction and Condemnation.** If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment to substantially the same condition as existed prior to the event causing such damage, destruction, or condemnation, unless Lessee shall have exercised its option to purchase the Equipment pursuant to Section 22. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee. For purposes of this Section, the term "Net Proceeds" shall mean (y) the amount of insurance proceeds received by Lessee for replacing, repairing, restoring, modifying, or improving damaged or destroyed Equipment, or (z) the amount remaining from the gross proceeds of any condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof. If the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement referred to herein, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pursuant to Section 22 purchase Lessor's interest in the Equipment and in any other Equipment listed in the same Lease. The amount of the Net Proceeds, if any, remaining after completing such replacement, repair, restoration, modification or improvement or after purchasing Lessor's interest in the Equipment and such other Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Section 9.

20. **DISCLAIMER OF WARRANTIES.** LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO WHETHER EXPRESS OR IMPLIED, AND LESSEE ACCEPTS SUCH EQUIPMENT AS IS AND WITH ALL FAULTS. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR

**CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF ANY LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF ANY ITEM, PRODUCT OR SERVICE PROVIDED FOR IN ANY LEASE**

**21. Vendor's Warranties.** Lessor hereby irrevocably appoints Lessee as its agent and attorney-in-fact during each Lease Term, so long as Lessee shall not be in default under the related Lease, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against Vendor. The term "Vendor" means any supplier or manufacturer of the Equipment as well as the agents or dealers of the manufacturer or supplier from whom Lessor purchased or is purchasing such Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against Vendor of the Equipment, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights or obligations of Lessor with respect to any Lease, including the right to receive full and timely payments under a Lease. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties by Vendor of the Equipment.

**22. Purchase Option.** Lessee shall have the option to purchase Lessor's interest in all of the Equipment listed in any Lease, upon giving written notice to Lessor at least 60 days before the date of purchase, at the following times and upon the following terms: (a) on the Rental Payment dates specified in each Lease, upon payment in full of the Rental Payments then due under such Lease plus the then applicable Purchase Price as referenced in Exhibit A-1; or (b) in the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in a Lease, on the day specified in Lessee's notice to Lessor of its exercise of the purchase option upon payment in full to Lessor of the Rental Payments then due under such Lease plus the then applicable Purchase Price plus accrued interest from the immediately preceding Rental Payment date to such purchase date.

**23. Assignment.** Lessor's right, title and interest in and to each Lease, including Rental Payments and any other amounts payable by Lessee thereunder and all proceeds therefrom, may be assigned and reassigned to one or more assignees or subassignees by Lessor without the necessity of obtaining the consent of Lessee; provided that any such assignment shall not be effective until (a) Lessee has received written notice, signed by the assignor, of the name and address of the assignee, and (b) it is registered on the registration books. Lessee shall retain all such notices as a register of all assignees in compliance with Section 149(a) of the Code, and shall make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents that may be reasonably requested by Lessor or any assignee to protect its interests and property assigned pursuant to this Section. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or Vendor. Assignments may include without limitation assignment of all of Lessor's security interest in and to the Equipment listed in a particular Lease and all rights in, to and

under the Lease related to such Equipment. Lessee hereby agrees that Lessor may, without notice to Lessee, sell, dispose of, or assign this Agreement or any particular Lease or Leases through a pool, trust, limited partnership, or other similar entity, whereby one or more interests are created in this Agreement or in a Lease or Leases, or in the Equipment listed in or the Rental Payments under a particular Lease or Leases.

None of Lessee's right, title and interest in, to and under any Lease or any portion of the Equipment listed in each Lease may be assigned, subleased, or encumbered by Lessee for any reason without obtaining prior written consent of Lessor.

**24. Events of Default.** Any of the following events shall constitute an "Event of Default" under a Lease: (a) failure by Lessee to pay any Rental Payment or other payment required to be paid under a Lease at the time specified therein; (b) failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor; (c) any statement, representation or warranty made by Lessee in or pursuant to any Lease shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made; or (d) Lessee institutes any proceedings under any bankruptcy, insolvency, reorganization or similar law or a receiver or similar official is appointed for Lessee or any of its property.

**25. Remedies on Default.** Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps: (a) by written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to such Lease and other amounts payable by Lessee under such Lease to the end of the then current Original Term or Renewal Term to be immediately due and payable; (b) with or without terminating the Lease Term under such Lease, Lessor may enter the premises where the Equipment listed in such Lease is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments payable by Lessee pursuant to such Lease and other amounts related to such Lease of the Equipment listed therein that are payable by Lessee to the end of the then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under such Lease, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees), subject, however, to the provisions of Section 7 hereof. The exercise of any such remedies in respect of any such Event of Default shall not relieve Lessee of any other liabilities under any other Lease or the Equipment listed therein, and (c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under such Lease or as a secured party in any

or all of the Equipment. Any net proceeds from the exercise of any remedy under a Lease (after deducting all costs and expenses referenced in the Section) shall be applied as follows: (i) if such remedy is exercised solely with respect to a single Lease, Equipment listed in such Lease or rights thereunder, then to amounts due pursuant to such Lease and other amounts related to such Lease or such Equipment; or (ii) if such remedy is exercised with respect to more than one Lease, Equipment listed in more than one Lease or rights under more than one Lease, then to amounts due pursuant to such Leases pro-rata.

**26. No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under a Lease now or hereafter existing at law or in equity.

**27. Notices.** All notices or other communications under any Lease shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties hereto at the addresses listed below (or at such other address as either party hereto shall designate in writing to the other for notices to such party), or to any assignee at its address as it appears on the registration books maintained by Lessee.

**28. Release and Indemnification.** To the extent permitted by State law, and subject to Section 7, Lessee shall indemnify, release, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, attorney's fees and expenses, penalties connected therewith imposed on interest received) arising out of or as result of (a) entering into any Lease, (b) the ownership of any item of Equipment, (c) the ordering, acquisition, use, operation

condition purchase, delivery, rejection, storage or return of any item of Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant or any material representation contained in a Lease. The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under all Leases or the termination of the Lease Term under all Leases for any reason.

**29. Miscellaneous Provisions.** Each Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. References herein to "Lessor" shall be deemed to include each of its assignees and subsequent assignees from and after the effective date of each assignment as permitted by Section 23. In the event any provision of any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof. Each Lease may be amended by mutual written consent of Lessor and Lessee. Each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The captions or headings in this Agreement and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement or any Lease. This Agreement and each Lease shall be governed by and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

(LESSOR)

AmeriCredit Financial Services, Inc., d.b.a. GM Financial  
8377 E. Hartford Drive, Suite 115  
Scottsdale, AZ 85255

Signature

Name/Title:

Date:

Korey Bateman - AVP

5/29/19

(LESSEE)

City of Flint  
1101 S. Saginaw  
Flint, MI 48502

Signature

Name/Title:

Date:

Karen W. Weaver

Dr. Karen W. Weaver, Mayor

May 1, 2019



GM FINANCIAL

NOTICE OF ASSIGNMENT

City of Flint  
1101 S. Saginaw  
Flint, MI 48502

Re Schedule of Property No. 1 dated May 1, 2019 to Master Equipment Lease Purchase Agreement dated May 1, 2019 (the "Agreement")

To Whom It May Concern:

Please be advised that AmeriCredit Financial Services, Inc., d/b/a GM Financial has assigned all its right, title, and interest in, to and under the above referenced Agreement, the equipment leased thereunder, and the right to receive all payments thereunder to the following assignee:

Remittance: Pinnacle Public Finance, Inc.  
P.O. Box 028549  
Miami, FL 33102-8549

Correspondence: Pinnacle Public Finance, Inc.  
Attn: Servicing Department  
8377 East Hartford Drive, Suite 115  
Scottsdale, Arizona 85255

All payments and payment of the purchase price due under the Agreement should be made to the Assignee at the above address.

Sincerely,

AmeriCredit Financial Services, Inc., d/b/a GM Financial

By: 

Title: Korey Bateman - AVP

# CITY OF FLINT



PROPOSAL #19000014

RESOLUTION NO: 210197

PRESENTED: APR 26 2021

ADOPTED: APR 26 2021

BY THE CITY ADMINISTRATOR:

## RESOLUTION TO BERGER CHEVROLET FOR TWENTY (20) CHEVROLET TAHOES PPV

On December 18, 2018, the City Council adopted resolution #180618 to lease/purchase twenty (20) 2019 Chevrolet Tahoe Police Pursuit Vehicles (PPV) with full police up-fitting; and

Berger Chevrolet, Inc., 2525 28<sup>th</sup> Street, SE, Grand Rapids, MI was the responsive bidder through the Oakland County Cooperative Purchasing Blanket Contract #5218. This is the third year of a four year lease/purchase.

Funding for said services will come from the following accounts for FY21 (07/01/20 - 06/30/21):

Name of Account	Account #	Grant #	Amount
Lease of 2019 Chevrolet 4x4 Tahoe PPV	661-451.100-940.000		\$257,877.66
	<b>FY21 GRAND TOTAL</b>		<b>\$257,877.66</b>

IT IS RESOLVED, that the proper city officials, are hereby authorized to issue a purchase order to Berger Chevrolet for twenty (20) 2019 Chevrolet Tahoe Police Pursuit Vehicles (PPV) with full police up-fitting in the amount not to exceed for FY21 (07/01/20 - 06/30/21) \$257,877.66, and the aggregate amount not to exceed \$773,632.98.

APPROVED AS TO FORM:

Angela Wheeler  
Angela Wheeler (Star 14, 2021 01-29 007)

Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:

Shelbi Frayer  
Shelbi Frayer (Star 14, 2021 12-27 007)

Shelbi Frayer, Interim Chief Financial Officer *RB*

FOR THE CITY OF FLINT:

Clyde D. Edwards  
Clyde D. Edwards (Star 14, 2021 12-27 007)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL

Kate Fields

Kate Fields, City Council President

APPROVED AS TO PURCHASING:

Joyce A. McClane  
Joyce A. McClane (Star 14, 2021 12-27 007)

Joyce A. McClane, Purchasing Manager

FY21-02/15/2021-JAM



820123

RESOLUTION NO.: \_\_\_\_\_  
PRESENTED: 3/23/2022  
ADOPTED: \_\_\_\_\_

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO DELL MARKETING L.P. FOR MICROSOFT LICENSING RENEWAL**

WHEREAS, The City of Flint Information Technology Department has requested a three (3) year Microsoft licensing renewal; and

Dell Marketing, LP, One Dell Way, Round Rock, Texas submitted a quote for said lease renewal through the State of Michigan MiDeal program contract # 071B6600111.

Funding for said services will come from the following account:

Account Number	Account Name	Amount
636-228.100-814.600	Software	
	FY22 TOTAL	\$14,826.00
	FY23 TOTAL	\$74,128.60
	FY24 TOTAL	\$88,954.60
	FY25 TOTAL	\$88,964.60
	<b>GRAND TOTAL</b>	<b>\$266,863.80</b>

IT IS RESOLVED, That the Division of Purchases and Supplies, upon City Council's approval, is hereby authorized to issue a Purchase Order with Dell Marketing L.P. for a three (3) year Microsoft licensing renewal, in the amount of \$14,826.00 for the remainder of FY22 (07/01/21-06/30/22), \$74,128.60 for FY23 (07/01/22-06/30/23) pending budget adoption, \$88,954.60 FY24(07/01/23-06/30/24) pending budget adoption, and \$88,954.60 for FY25 (07/01/24-06/30/25) pending budget adoption, for the total aggregate amount not-to-exceed \$266,863.80.

APPROVED AS TO FORM:

*William Kim*  
William Kim (Mar 9, 2022 13:58 EST)

**William Kim, Acting City Attorney**

APPROVED AS TO FINANCE:

*Jennifer Ryan*  
Jennifer Ryan (Mar 9, 2022 13:50 EST)

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

FOR THE CITY OF FLINT:

*CLYDE D EDWARDS*  
CLYDE D EDWARDS (Mar 14, 2022 12:19 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

### STAFF REVIEW FORM

**TODAY'S DATE:** 03/02/2021

**BID/PROPOSAL#** [REDACTED]

**AGENDA ITEM TITLE:** Year 3 of 3 for Microsoft Enterprise Licensing

**PREPARED BY** Monique Cole, Information Technology  
*(Please type name and Department)*

**VENDOR NAME:** Dell Marketing

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

M365APPSFORENTERPRISEFROMSAGCC SHRDSVR ALNG SUBSVL MVL PERUSR QTY 391  
@\$88.80/YEAR

M365APPSFORENTERPRISEGCC SHRDSVR ALNG SUBSVL MVL PERUSR QTY 9  
@\$131.64/YEAR

WINSVRSTDCORE ALNG SA MVL 16LIC CORELIC QTY 14 @ \$152.94/YEAR

WINSVRDCORE ALNG SA MVL 16LIC CORELIC QTY 3 @ \$1,004.92/YEAR

WINRMTDSKTPSRVCSCAL ALNG SA MVL USRCAL QTY 100 @\$24.10/YEAR

SQLSVRSTDCORE ALNG SA MVL 2LIC CORELIC QTY 14 @ \$585.16/YEAR

CORECAL ALNG SA MVL PLTFRM USRCAL QTY 400 @ \$46.55/YR

WINENTPERDVC ALNG UPGRDSAPK MVL PLTFRM QTY 400 @ \$46.55/YEAR

O365GCCE1AddOn ShrdSvr ALNG SubsVL MVL Addon touserCoreCAL QTY 1 @ \$50.88/YEAR

Funds to come from Software Funds 636-228.100-814.600 annually \$88,954.60 with a 3 Year Total of \$266.863.80

**FINANCIAL IMPLICATIONS:**

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





## CITY OF FLINT

Dept.	Name of Account	Account Number	Grant Code	Amount
IT	SOFTWARE	636-228.100-814.600		\$14,826.00
		FY22 GRAND TOTAL		\$14,826.00
		FY23 GRAND TOTAL		\$74,128.60
		FY24 GRAND TOTAL		\$88,954.60
		FY25 GRAND TOTAL		\$88,954.60
		GRAND TOTAL		\$266,863.80

PRE-ENCUMBERED? YES ☒ NO ☐ REQUISITION NO: 220005433

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 \$14,826.00

BUDGET YEAR 2 \$74,128.60

BUDGET YEAR 3 \$88,954.60

BUDGET YEAR 4 \$88,954.60

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

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

DEPARTMENT HEAD SIGNATURE: Jeffrey D. Keen Jeffrey D. Keen, IT Director  
(PLEASE TYPE NAME, TITLE)

**DEPARTMENT HEAD MUST SIGN**



# Microsoft

Dell Software - Customer Confidential

## Budgetary Quote

Nick Gregory  
[Nick.Gregory@Dell.com](mailto:Nick.Gregory@Dell.com)

Customer: City of Flint  
 Contact: Jeff Keen  
 Customer #: 145895690  
 Contract: 87AHG  
 Agreement: 5243652

Date of Issue: 3-Mar-2022

Remit To: LA Dell Marketing LP  
 One Dell Way  
 Round Rock TX 78680

Federal ID: 74-2616805

Product Description	Notes	MFP#	Quantity	Unit Price	Total
M365AppsForEnterpriseFromSAGCC ShrdSvr ALNG SubsVL MVL PerUsr		FR4-00001	391	\$88.80	\$34,720.80
M365AppsForEnterpriseGCC ShrdSvr ALNG SubsVL MVL PerUsr		3WS-00001	9	\$131.64	\$1,184.76
WinSvrSTDCore ALNG SA MVL 16Lic CoreLic		9EM-00267	14	\$152.94	\$2,141.16
WinSvrDCCore ALNG SA MVL 16Lic CoreLic		9EA-00273	3	\$1,004.92	\$3,014.76
WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL		6VC-01254	100	\$24.10	\$2,410.00
SQLSvrStdCore ALNG SA MVL 2Lic CoreLic		7NQ-00292	14	\$585.16	\$8,192.24
CoreCAL ALNG SA MVL Pltfrm UsrCAL		W06-01072	400	\$46.55	\$18,620.00
WINENTperDVC ALNG SA MVL Pltfrm		KV3-00353	400	\$46.55	\$18,620.00
O365GCCE1AddOn ShrdSvr ALNG SubsVL MVL AddOn touserCoreCAL		6V2-00002	1	\$50.88	\$50.88
Notes: Budgetary Quote			Annual Product Subtotal		\$88,954.60
Quote reflects budgetary pricing:			3-Year Total		\$266,863.80

Quote Prepared By: Nick Gregory

1) Customer's purchase is subject to Dell's Terms and Conditions of Sale found at [www.dell.com](http://www.dell.com), unless Customer has a separate purchase agreement with Dell.  
 2) Sales/use tax is based on the "ship to" address on your invoice. Please indicate your taxability status on your purchase order. If exempt, Customer must have an Exemption Certificate on file.  
 3) If you have a question re: your tax status, please contact your Dell Software sales representative listed above. Shipments to California: for certain products, a State Environmental Fee of up to \$10 per item may be applied to your invoice. Prices do not reflect this fee unless noted. For more information, refer to [www.dell.com/environmentalfee](http://www.dell.com/environmentalfee).

4) All product descriptions and prices are based on latest information available and are subject to change without notice or obligation.  
 5) All prices are based on Net 30 Terms. If not shown, shipping, handling, taxes, and other fees will be added at the time of order, where applicable.  
 6) Customer understands and acknowledges that all warranties, representations and returns are subject to the manufacturer, publisher or distributor guidelines.



RESOLUTION NO.:

PRESENTED:

ADOPTED:

220124

3/23/2022

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

**BY THE CITY ADMINISTRATOR:**

**WHEREAS**, in November 2021, the City of Flint was awarded grant number: MILHB0776-21, for \$2,283,960.00 The funding is allocated for the Lead Based Paint Hazard Control Program (LBPHC). (Performance period November 15, 2021 – May 15, 2025).

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

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

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

**WHEREAS**, the Greater Flint Health Coalition will enter a performance-based MOU over the duration of forty-two (42) months, to determine client needs for enrollment of the program, including pre and post program referrals, perform health assessments of program eligible families, and develop a plan of care for the client(s) in partnership with an appropriate medical provider.

Account Number	Account Name	Amount
296-171.530- 801.000	Professional Services FHUD-LBPHC21	\$349,977.00

**IT IS RESOLVED** that appropriate City Officials are authorized to do all things necessary to enter into a contract with Greater Flint Health Coalition in the amount not to exceed, \$349,977.00, over the 42 month grant period.

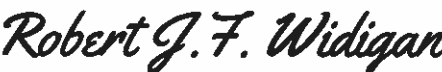
**Approved as to Form:**

  
William Kim (Mar 15, 2022 20:26 EDT)

**William Kim, Acting Chief Legal Officer**

**Eric Mays, Council President**

**Approved as to Finance:**



**Robert Widigan, Chief Financial Officer**



Clyde D. Edwards (Mar 16, 2022 17:20 EDT)

**Clyde D. Edwards, City Administrator**



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

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

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

**RESOLUTION STAFF REVIEW**

**Date:** March 14, 2022

**Agenda Item Title:**

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

**Prepared by:**

Mikesha Loring, LBPHC Program Manager, Office of Public Health

**Background/Summary of Proposed Action:**

The purpose of this resolution is to award a contract to Greater Flint Health Coalition for the Lead Based Paint Hazard control program. This is considered a sole source since Greater Flint Health Coalition is the only agency in the county to provide elevated blood lead level case management and the initial home health assessments as required.

Included in this process:

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

Excluded from this process:

- No known exclusions

**Financial Implications:**

The \$349,977.00 will be encumbered from the Professional services line in the LBPHC budget: MILHB0776-21

**Budgeted Expenditure:** Yes ☒ No ☐

**Please explain, if no:**

**Pre-encumbered:** Yes ☐ No ☒

**Requisition #:** \_\_\_\_\_

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

**Staff Recommendation:**

Staff recommends approval of this resolution.

**APPROVAL**

Martita Moffett-Page  
Martita Moffett-Page (Mar 15, 2022 16:04 EDT)

Lottie Ferguson  
Lottie Ferguson (Mar 15, 2022 15:30 EDT)



PROPOSAL 20000583

280125

RESOLUTION NO.: \_\_\_\_\_  
PRESENTED: 3/23/2022  
ADOPTED: \_\_\_\_\_

**RESOLUTION TO J.F. CAVANAUGH COMPANY FOR**  
**WPC AERATION SYSTEM IMPROVEMENTS**  
**SRF NO. 5696-01 – CHANGE ORDER-1**

**BY THE CITY ADMINISTRATOR:**

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

J.F. Cavanaugh Company was awarded the contract for WPC Aeration System Improvements (Resolution 200331, Adopted 08/10/2020) in the amount of \$18,209,831.00 (includes 6% contingency). Extreme winter conditions caused sub-zero temperatures and falling ice to destroy the diffuser system which is needed to fully operate the aeration process. This additional work will be mostly reimbursed through an active approved insurance claim. However, the contract terms have to be modified in order to maintain compliance with the City's Purchasing Ordinance regarding Contracts. This request is to replace the destroyed diffuser system, add \$1,700,000.00 to the current contract (20-033), and extend the final completion date to January, 18, 2023.

Account Number	Account Name	Amount
590-550.416-801.077	SRF – Aeration System Improvements Project	\$1,700,000.00

**IT IS RESOLVED**, that the Proper City Officials, are authorized to do all things necessary to enter into **Contract Change Order-1** with J.F. Cavanaugh Company, 20750 Sunnysdale, Farmington Hills, Michigan 48336 for the additional work, time, and materials required to complete the WPC Aeration System Improvements project in the amount not to exceed \$1,700,000.00, a revised contract not to exceed amount of \$19,909,831.00.

**APPROVED AS TO FORM:**

  
William Kim (Mar 8, 2022 12:05 EST)  
William Kim, Interim Chief Legal Officer

**APPROVED AS TO FINANCE:**

  
Jennifer Ryan (Mar 8, 2022 12:03 EST)  
Robert Widigan, Chief Financial Officer


**FOR THE CITY OF FLINT:**

  
CLYDE D EDWARDS (Mar 14, 2022 12:16 EDT)  
Clyde Edwards, City Administrator

**APPROVED BY CITY COUNCIL:**

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

**APPROVED AS TO PURCHASING:**

  
Lauren Rowley, Purchasing Manager



# CITY OF FLINT

## RESOLUTION STAFF REVIEW FORM

**TODAY'S DATE:** 03/07/2022  
**BID/PROPOSAL:** P20-583  
**AGENDA ITEM TITLE:** WPC Aeration System Improvements Change Order-1  
**PREPARED BY:** Krystal Wallace  
 Water Pollution Control  
**VENDOR NAME:** J.F. Cavanaugh Company

### BACKGROUND/SUMMARY OF PROPOSED ACTION:

Currently WPC is nearing 60% completion with a Council approved SRF project to improve the Aeration System. Winter conditions brought sub-zero temperatures causing the water in the tanks to rapidly freeze. The diffuser system was destroyed by falling ice and the natural expansion and contraction of water that occurs while it is freezing. The diffuser process is a required component of the aeration system. The City filed an insurance claim for the replacement of the diffuser system and was awarded \$1,348,731.00, minus any applicable deductibles. However, the full cost to replace the diffuser system is \$1,700,000.00. Additionally, the contract times must be extended to allow for the installation of a new diffuser system.

The City's Administration worked with the contractor, J.F. Cavanaugh Company to find a reasonable compromise to the issues stated above of which resulted in this request for a Contract Change Order. Therefore, it is recommended that a change order to Contract 20-053 with J.F. Cavanaugh Company in the amount of \$1,700,000.00 for WPC Aeration System Improvements, revising the contract amount to 19,909,831.00 with a revised final completion date of January 18, 2023 be approved.

**FINANCIAL IMPLICATIONS:** None

**BUDGETED EXPENDITURE?** YES ☐ NO ☒ IF NO, PLEASE EXPLAIN: Adequate funding is available.

Dept.	Name of Account	Account Number	Grant Code	Amount
DPW-WPC	SRF-Aeration System Impv	590-550.416-801.077		\$18,209,831.00
	Change Order 1 Total			\$1,700,000.00
	New Contract TOTAL			\$19,909,831.00

**PRE-ENCUMBERED?** YES ☐ NO ☒ **REQUISITION NO:** 220005440

These changes have been approved by the Michigan Clean Water Revolving Loan Fund Finance Committee.

**ACCOUNTING APPROVAL:** *[Signature]* **Date:** 03/07/2022

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

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

**DEPARTMENT HEAD SIGNATURE:** *[Signature]*  
 Jeanette M. Best, WPC Manager



TETRA TECH Inc.

710 Avis Drive, Ann Arbor, MI 48108  
Telephone: 734.665.6000  
Fax: 734.665.2570

## CHANGE ORDER

DISTRIBUTION:

Owner  
MDEQ  
Contractor  
Tetra Tech

OWNER: The City of Flint, Michigan TITLE: WPC Aeration System Improvements

CONTRACTOR: J.F. Cavanaugh  
CONTRACT NO.: 200-156238-19001

CHANGE ORDER NO.: 2

DATE: March 2, 2022

**TO THE CONTRACTOR NAMED ABOVE:**

Under the above contract and upon approval of the Owner, we hereby recommend the following changes to the contract:

Description	Add/ Deduct	Amount
Fine Bubble Diffuser for Battery A Replacement, Lump Sum	Add	\$1,700,000.00
<b>TOTAL THIS CHANGE ORDER</b>	<b>ADD</b>	<b>\$1,700,000.00</b>

Due to proposed changes to contract and work. Please see supporting documentation attached hereto.

Current Contract Amount	\$18,209,831.00
Amount this Change Order Add	\$1,700,000.00
New Contract Amount	\$19,909,831.00

	Original Dates	Added Days	New Dates
Substantial Completion	June 22, 2022	180	December 19, 2022
Final Completion	July 22, 2022	180	January 18, 2023

RECOMMENDED BY: Tetra Tech

DATE 03/02/22

ACCEPTED BY: J.F. Cavanaugh

DATE 3.2.22

APPROVED BY: City of Flint, Michigan

\_\_\_\_\_

DATE \_\_\_\_\_



CITY OF FLINT  
Jeanette Best  
P. O. BOX 586  
FLINT, MI, 48501

1/6/2022

**Insured:** CITY OF FLINT  
**Policy #:** PJ630 0N563658  
**Claim/File#:** FRW2902001H  
**Date of Loss:** 2/28/2021  
**Underwriting Company:** TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

Dear Mrs. Best,

I am following up on our recent conversation about the damage to your property. I have provided a summary of your payment calculation below.

Please review the estimate provided. Should you or your contractor have questions about any portion of the estimate, please contact me before beginning any repairs.

Full Cost of Repair or Replacement:	\$1,348,731.00
Minus Recoverable Depreciation:	- \$674,365.50
Minus Non-Recoverable Dep:	-\$0.00
Actual Cash Value:	\$674,365.50
Minus Deductible:	-\$250,000.00
<b>Payment:</b>	<b>\$424,365.50</b>

Your estimate includes depreciation. Depreciation is the loss of value that occurs over time due to factors such as age, wear and tear, and obsolescence. Under most insurance policies, claim settlement begins with an up-front payment for the actual cash value of your damage, or the value of the damaged or destroyed item(s) at the time of the loss. For additional explanation and examples of how depreciation works, please visit the claim section at [www.travelers.com](http://www.travelers.com) and search for "Understanding Depreciation."

Your initial payment is based on the actual cash value of your items. You may receive additional payment(s) once you repair and/or replace the damaged items and provide us with documentation (i.e., invoices or cancelled checks). Please mail, email or fax those documents to me when they are available. As stated in your policy, you will need to **notify us within 180 days from the date of the claim that you will be making a claim for the depreciation**. Also, it may be necessary for us to review your completed repairs prior to releasing the additional payment for recoverable depreciation.

If you have any questions, please contact me at (630) 961-4205 or [dhojnack@travelers.com](mailto:dhojnack@travelers.com).

Sincerely,



**Derrick Hojnacki**  
**General Adjuster**

**Travelers Insurance**  
**C: 815 768 9877**  
**O: 630 961 4205**  
**[dhojnack@travelers.com](mailto:dhojnack@travelers.com)**



Insured:	City of Flint	Completed By:	Derrick Hojnacki
Policy #:	PJ630-0N563658	Date:	1/6/22
Underwriting Co:	Travelers Property Casualty Company of America		
Claim #:	FRW2902		
Eff. Dates:	11/01/2020-11/01/2021		
Date of Loss:	2/17/21		
Loss Location:	4652 Beecher Rd, Flint MI		

## Statement of Loss

Coverage: BUILDING					
Policy Limit:	\$	318,787,270.00			
Item:	Building Repairs	RCV	Deprec.		Comments
			Amount	ACV	
		\$ 1,348,731.00	\$ 674,365.50	\$ 674,365.50	
Coverage Totals		\$ 1,348,731.00	\$ 674,365.50	\$ 674,365.50	
Gross Loss		\$ 1,348,731.00	\$ 674,365.50	\$ 674,365.50	
<Less Deductible> -		\$ 250,000.00	\$ -	\$ 250,000.00	
Net Loss and Payable		\$ 1,098,731.00	\$ 674,365.50	\$ 424,365.50	
Total Net Loss and Payable		\$ 1,098,731.00	\$ 674,365.50	\$ 424,365.50	

<b>Insured:</b> <b>Policy No.:</b> <b>Claim No.:</b> <b>Date of Loss:</b> <b>Location of Loss:</b>				
City of Flint PJ830-ON583658 FRW2802 \$44,244.00 4852 Beecher Rd, Flint MI				
DESCRIPTION / Category of work	REPLACEMENT COST	DEPRECIATION AMOUNT	ACTUAL CASH VALUE	Notes
Aeration tank plumbing repair - Battery A	\$1,348,731.00	\$674,365.50	\$674,365.50	See repair estimate written by JS Held for details of payment.
<b>Total</b>	<b>\$1,348,731.00</b>	<b>\$674,365.50</b>	<b>\$674,365.50</b>	



PROPOSAL 20000583

RESOLUTION NO.: 200331  
PRESENTED: AUG 10 2020  
ADOPTED: 8-10-2020

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

**BY THE CITY ADMINISTRATOR:**

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

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

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

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

**BE IT FURTHER RESOLVED**, that this project will be paid with funds from the pending Clean Water State Revolving Fund Loan and is contingent upon final approval and acceptance of the loan application and bond issuance.

**APPROVED AS TO FORM:**

  
Angela Wheeler, Chief Legal Officer

**APPROVED AS TO FINANCE:**

  
Amanda Trujillo, Acting Chief Financial Officer

**FOR THE CITY OF FLINT:**

  
Clyde Edwards, City Administrator

**APPROVED BY CITY COUNCIL:**

  
Monica Galloway, City Council President

**APPROVED AS TO PURCHASING:**

  
Joyce A. McClane, Purchasing Manager

820/26



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

PRESENTED: 3/23/2022

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

Bid # P21-551

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO MCNAUGHTON-MCKAY ELECTRIC FOR ELECTRICAL AND LIGHTING SUPPLIES AND PARTS**  
**CHANGE ORDER #1: FACILITIES MAINTENANCE DEPARTMENT**

WHEREAS, the Finance Department received bids for Electrical Supplies on August 11, 2020 (P21-551). McNaughton-McKay Electric was the sole responsive bidder for the three-year bid. Various city departments including Water Plant, Waste Pollution Control, Water Service Center, Traffic Engineering, Facilities Maintenance, and Fire Department require electrical and lighting supplies and parts.

WHEREAS, The Maintenance Division is requesting additional funding for necessary electrical supplies for FY22. Invoices that were recently received from the previous fiscal year, would prohibit Maintenance from purchasing needed electrical parts and supplies with the resolution-approved amount of \$30,000 for FY22.

The additional funding will come from the following account(s):

Account Description	Account Number	Amount
Facilities Maintenance- Municipal Center	101-753.200-752.000	\$12,000.00
	<b>FY22 C.O. TOTAL</b>	<b>\$12,000.00</b>

IT IS RESOLVED, that The Division of Purchases and Supplies is authorized to complete a Change Order to McNaughton McKay Electrical Company for Facilities Maintenance for \$12,000.00, which would bring the Division's overall FY22 , total to \$42,000.00 for electrical parts and supplies. With this Change Order, the overall FY22 (7/1/2021-6/30/2022) multi-department total for McNaughton McKay Electrical Company is not-to-exceed \$252,100.00.

APPROVED AS TO FORM:



William Kim, Acting City Attorney

APPROVED AS TO FINANCE:



Robert J.F. Widigan, Chief Financial Officer

FOR THE CITY OF FLINT:



Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

Eric Mays, City Council President

APPROVED AS TO PURCHASING:



Lauren Rowley, Purchasing Manager



## CITY OF FLINT

### RESOLUTION STAFF REVIEW FORM

**TODAY'S DATE:** March 8, 2022

**BID/PROPOSAL#** 21000551

**AGENDA ITEM TITLE:** Electrical parts

**PREPARED BY** Kathryn Neumann for Lee Osborne, Facilities Maintenance Operations Manager

**VENDOR NAME:** McNaughton McKay Electric

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

The Maintenance Division is requesting additional electrical supplies. McNaughton-McKay Electric submitted two invoices totaling almost \$12,000 in March, 2022 that were dated to the previous fiscal year. To pay that amount out of the current purchase order (which equals one-third of the PO) would not allow Maintenance to purchase the normal amounts of electrical supplies used on a day to day basis.

**FINANCIAL IMPLICATIONS:** There is money in the accounts listed below.

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

Dept.	Name of Account	Account Number	Grant Code	Amount
101	General Fund	753.200-752.000		\$12,000.00
		<b>FY22 GRAND TOTAL</b>		<b>\$12,000.00</b>

**PRE-ENCUMBERED?** YES ☒ NO ☐ **REQUISITION NO:** 220005441

**ACCOUNTING APPROVAL:** Jennifer Ryan Jennifer Ryan (Mar 8, 2022 09:44 EST) **Date:** \_\_\_\_\_

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

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

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

**DEPARTMENT HEAD SIGNATURE:** Lee Osborne  
lee.osborne (Mar 8, 2022 09:40 EST)  
(Lee Osborne, Facilities Maintenance Operations Manager)



Sheldon A. Neeley

# City of Flint

## Department of Finance

### Division of Purchases & Supplies

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August 19, 2020

**TO:** Jeanette Best  
Krystal Wallace  
John Florshinger  
(WPC)

**FROM:** Joyce A. McClane  
Purchasing Manager

**SUBJECT:** SEALED BIDS (REBID)

Attached is one (1) bid that was received for **PROPOSAL #21000551 – ELECTRICAL PARTS**. Enclosed are copies for your file. **Bid Due Date: 8/11/20**. Enclosed is a **spreadsheet**.

Your staff review and recommendation form is needed as soon as possible. **Please use the new fillable form.** This form is to be used for your staff review.

A staff review must be completed for **ALL Bids/Proposals**. Please let me know if you need a copy of the fillable form.

This project has been identified that multiple departments use this item. Please get with those departments to determine the total usage and the amount that needs to go to Council for approval. **This proposal is good for 3 years.**

**Please note:** If your project is being funded by any grants issued by the federal government, you must go to:  
<https://www.dol.gov/ofccp/regs/compliance/preaward/debarlst.htm> to ensure that the selected vendor has not been debarred.

**PLEASE NOTE:**

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



SEALED PROPOSALS RECEIVED IN THE DIVISION OF PURCHASES & SUPPLIES  
For (3) YRS – SUPPLY OF ELECTRICAL PARTS  
PROPOSAL #21000551

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

<i>Vendor</i>	<i>1<sup>st</sup> Year</i>	<i>2<sup>nd</sup> Year</i>	<i>3<sup>rd</sup> Year</i>
McNaughton-McKay Electric Company, Flint, MI	\$12,094.21	\$12,094.21	\$12,094.21





## CITY OF FLINT

**RESOLUTION STAFF REVIEW FORM**

**TODAY'S DATE:** August 3, 2021

**BID/PROPOSAL# 21000551**

**AGENDA ITEM TITLE:** Electrical parts

**PREPARED BY** Kathryn Neumann for Jennifer Ryan, Deputy Director of Finance

**VENDOR NAME:** McNaughton McKay Electric

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

The Maintenance Division is requesting a purchase order for electrical parts on an as needed basis. This is the second of a three year bid.

**FINANCIAL IMPLICATIONS:** There is money in the accounts listed below.

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

Dept.	Name of Account	Account Number	Grant Code	Amount
101	General Fund	753.200-752.000		\$30,000.00
		<b>FY22 GRAND TOTAL</b>		<b>\$30,000.00</b>

**PRE-ENCUMBERED?** YES ☒ NO ☐ **REQUISITION NO:** 21004407

ACCOUNTING APPROVAL: Jennifer Ryan Date: \_\_\_\_\_

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

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

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

DEPARTMENT HEAD SIGNATURE: Lee Osborne  
ee Osborne (Aug 1, 2021 08:38 ED)  
(Lee Osborne, Facilities Maintenance Supervisor)



RESOLUTION NO.: 210416  
PRESENTED: SEP - 8 2021  
ADOPTED: SEP 13 2021

Bid #s

P21-541, P21-551, P21-570

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO MCNAUGHTON-MCKAY ELECTRIC FOR ELECTRICAL AND LIGHTING SUPPLIES AND PARTS**

WHEREAS, the Finance Department received bids for Electrical Supplies on August 11, 2020 (P21-551) and for Allen Bradley PLC modules on June 11, 2020 (P21-541) and Allen Bradley agreement on September 9, 2020 (P21-570). McNaughton-McKay Electric was the sole responsive bidder for both of the three-year bids. Various city departments including Water Plant, Waste Pollution Control, Water Service Center, Traffic Engineering, Facilities Maintenance, and Fire Department require electrical and lighting supplies and parts including Allen-Bradley automation equipment PLC Modules. Without adequate parts, critical plant processes would not be operable resulting in permit violations and increased operational and maintenance costs. The departments listed above recommend authorization to approve purchase orders to McNaughton-McKay Electric for FY2022 in an amount of \$240,100.

Account Number	Account Name	Amount
591-545.201-752.000	Water Plant Maintenance	\$18,000.00
590-550.200-775.000	Repair & Maint Supplies	\$17,000.00
590-550.202-775.000	Repair & Maint Supplies	\$67,500.00
590-550.202-930.000	WPC- Maintenance Expense	\$35,500.00
590-550.100-814.600	WPC Operations	\$10,000.00
591-540.202-752.000	WSC- Water Distribution Mains	\$8,300.00
590-540.208-752.000	WSC-Sewer Maint./Construction	\$8,300.00
202-443.201-752.000	Traffic Engineering Service Maintenance	\$45,000.00
101-753.200-752.000	Facilities Maintenance-Municipal Center	\$30,000.00
101-338.201-752.000	Firefighting Division- Fire Station OverH	\$500.00
	<b>Total</b>	<b>\$240,100.00</b>

IT IS RESOLVED, that the appropriate City Officials are authorized to do all things necessary to enter into the second year of the agreements with McNaughton-McKay Electric to provide electrical and lighting supplies and parts including Allen Bradley Modules for FY22 (7/1/2021-6/30/2022), for the amount not to exceed \$240,100.00.

APPROVED AS TO FORM:

Angela Wheeler  
Angela Wheeler (Aug 31, 2021 11:50 EDT)

Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:

Robert J. F. Widigan

Robert Widigan, Interim Chief Financial Officer

FOR THE CITY OF FLINT:

Clyde D. Edwards  
CLYDE D EDWARDS (Aug 31, 2021 11:50 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

Kate Fields

Kate Fields, City Council President

APPROVED AS TO PURCHASING:

Lauren Rowley

Lauren Rowley, Purchasing Manager



BID/PROPOSAL# 22-707

BY THE CITY ADMINISTRATOR:

RESOLUTION NO.:

PRESENTED:

220127  
3/23/2022

ADOPTED:

**RESOLUTION TO GREAT LAKES TREE EXPERTS  
FOR URBAN FORESTRY CHANGE ORDER**

WHEREAS, The Transportation Division requires trimming, removal, stump grinding and other necessary tree services for City-owned trees located in the right-of-ways. The Division of Purchases and Supplies solicited bids, in which the said tree services were awarded to (4) qualified bidders.

WHEREAS, The Transportation Division recommends relocating funds from one awarded contractor due to their lack of responsiveness to carry out necessary work orders, to Great Lakes Tree Experts, an already awarded tree vendor, capable of carrying out additional tree service work orders in the amount of \$45,000.00 for the remainder of FY22.

Funding will come from the following account(s):

Account Number	Account Name	Amount
202-449.215-801.000	Tree Maintenance	\$22,000.00
203-449.215-801.000	Tree Maintenance	\$23,000.00
	<b>FY2022 GRAND TOTAL</b>	<b>\$45,000.00</b>

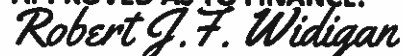
IT IS RESOLVED, that the appropriate City Officials are authorized to do all things necessary to relocate funds to Great Lakes Tree Experts to provide additional tree services for FY2022 for the amount of \$45,000.00, and a total contract amount not-to-exceed \$140,000.00 for FY22 (07/01/22 - 06/30/22).

APPROVED AS TO FORM:

  
William Kim (Mar 15, 2022 20:26 EDT)

William Kim, Acting City Attorney

APPROVED AS TO FINANCE:



Robert J.F. Widigan, Chief Financial Officer

FOR THE CITY OF FLINT:



Clyde D. Edwards (Mar 16, 2022 17:22 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

  
Eric Mays, City Council President

APPROVED AS TO PURCHASING:



Lauren Rowley, Purchasing Manager



## CITY OF FLINT

### RESOLUTION STAFF REVIEW FORM

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

**BID/PROPOSAL#** 22-707

**AGENDA ITEM TITLE:** Change order for tree trimming, removals and emergencies

**PREPARED BY** Kathryn Neumann for John Daly, Director of Transportation & Infrastructure

**VENDOR NAME:** Great Lakes Tree Experts

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

The City of Flint has a contract with four tree vendors, of which one has not been responsive to the City of Flint. Said vendor raised their rates and refused work orders throughout the majority of the contract. Out of the five months since the contract was signed, they accepted new work orders for only a month and a half and then refused any further work orders. The Transportation Division would like to take the money from said vendor and redistribute it to two of the other existing tree vendors (the third vendor was unable to take on additional work). Great Lakes Tree Experts has been very responsive to the City of Flint and can accept the additional tree work.

**FINANCIAL IMPLICATIONS:** There is money in the accounts listed below.

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

Dept.	Name of Account	Account Number	Grant Code	Amount
202	Tree Maintenance	449.215-801.000		\$22,000.00
203	Tree Maintenance	449.215-801.000		\$23,000.00
FY22 GRAND TOTAL				\$ 45,000.00

**PRE-ENCUMBERED?** YES ☒ NO ☐ **REQUISITION NO:** 220005467

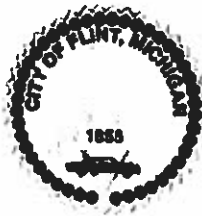
**ACCOUNTING APPROVAL:** Matthew Baker (Mar 15, 2022 15:49 EDT) **Date:** \_\_\_\_\_

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

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

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

**DEPARTMENT HEAD SIGNATURE:** John H. Daly III  
John H. Daly III (Mar 15, 2022 15:50 EDT)  
(John Daly, Director of Transportation)



**Bidder# 2: Great Lakes Tree Experts, LLC**  
**Flint, MI**

**SCHEDULE OF COMPENSATION**

<b>DESCRIPTION</b>	<b>UNITS</b>	<b>UNIT PRICE</b>
<b>Routine Annual Tree Trimming on Grid Basis</b>	<b>per tree</b>	<b>\$</b>
<b>AESTHETIC OR SERVICE REQUEST PRUNING</b>		
0-6" dbh	per tree	\$35.00
7-12" dbh	per tree	\$75.00
12-18" dbh	per tree	\$200.00
19-24" dbh	per tree	\$300.00
25-36" dbh	per tree	\$600.00
37" dbh & over	per tree	\$900.00
<b>TREE REMOVAL*</b>		
1 - 6 inches	per diameter inch	\$30.00
7 - 12 inches	per diameter inch	\$32.00
13 - 24 inches	per diameter inch	\$34.00
25 - 36 inches	per diameter inch	\$36.00
37 - 47 inches	per diameter inch	\$38.00
Over 48 inches	per diameter inch	\$40.00
Stump only removal	per diameter inch	\$4.00
<b>EMERGENCY RESPONSE</b>		
<b>3-person crew with equipment</b>		
(evening, weekend, or holiday call-out)	per hour	\$350.00

*\*Tree Removal includes grinding of stump and backfill including seeding/reseeding.*

**A SPECIAL NOTE FROM THE PURCHASING DIVISION**

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



SPECIFICATIONS - APPENDIX B				
<b>4. EMERGENCIES</b>			<b>Total</b>	
<b>Removal</b>			<b>\$2,218.00</b>	
	<b>1a</b>		<b>\$1,032.00</b>	
	<b>1b</b>		<b>\$1,186.00</b>	
<b>5. CLEAN-UP</b>			<b>\$2,366.00</b>	
	<b>2a</b>		<b>\$964.00</b>	
	<b>2b</b>		<b>\$1,402.00</b>	
<b>6. Removal &amp; CLEAN-UP</b>			<b>\$2,790.00</b>	
	<b>3a</b>	<b>First Tree</b>	<b>\$538.00</b>	
		<b>Second Tree</b>	<b>\$1,402.00</b>	
		<b>Third Tree</b>	<b>\$850.00</b>	
<b>Routine Resident Requests</b>				
	<b>Trim Entire Block</b>		<b>\$1,175.00</b>	
	i.		<b>\$200.00</b>	
	ii.		<b>\$200.00</b>	
	iii.		<b>\$75.00</b>	
	iv.		<b>\$200.00</b>	
	v.		<b>\$300.00</b>	
	vi.			
<b>Regular Request</b>				
	<b>a.</b>		<b>\$200.00</b>	
	<b>b.</b>		<b>\$300.00</b>	
	<b>c.</b>		<b>\$1,116.00</b>	
	<b>d.</b>		<b>\$2,400.00</b>	
<b>GRAND TOTAL</b>			<b>\$12,565.00</b>	

**A SPECIAL NOTE FROM THE PURCHASING DIVISION**  
*Bid results posted are before evaluation team review and award recommendation.*



PROPOSAL #22000707

RESOLUTION NO.: 210352

PRESENTED: AUG - 4 2021

ADOPTED: AUG 10 2021

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO GREAT LAKES TREE EXPERTS FOR URBAN FORESTRY SERVICES**

WHEREAS, the Street division is responsible for maintaining trees in the Right-of-Ways (ROW), including the removal of dead trees and regular tree trimming. The Purchasing division solicited bids for urban forestry services and received five bids. The Department of Public Works recommends the award for urban forestry services is split between four lowest responsive bidders, including awarding Great Lakes Tree Experts in the amount of \$95,000 for FY2022, FY2023, and FY2024, totaling \$285,000. Of the \$95,000 for FY2022, the Purchasing division has issued a purchase order for \$20,000 for emergency purposes until the resolution could be approved by City Council.

Account Number	Account Name	Amount
202-449.215-801.000	Professional Services	\$30,000.000
203-449.215-801.000	Professional Services	65,000.000
	<b>FY2022 GRAND TOTAL</b>	<b>\$95,000.00</b>

IT IS RESOLVED, that the appropriate City Officials are authorized to do all things necessary to enter into a contract with Great Lakes Tree Experts for urban forestry services for the amount of \$95,000.00 per year for FY2022, FY2023, and FY2024, pending the adoption of the FY2023 and FY2024 budgets, for a total of \$285,000.00.

APPROVED AS TO FORM:

Angela Wheeler  
Angela Wheeler (July 2, 2021) 13:01  
Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:

Shelbi Frayer  
Shelbi Frayer (July 27, 2021) 09:55 EDT  
Shelbi Frayer, Chief Financial Officer

FOR THE CITY OF FLINT:

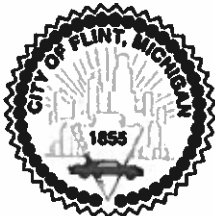
Clyde D Edwards  
Clyde D Edwards (July 27, 2021) 04:47 PM  
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

Kate Fields  
Kate Fields, City Council President

APPROVED AS TO PURCHASING:

Jennifer Ryan  
Jennifer Ryan (July 27, 2021) 09:17 PM  
Jennifer Ryan, Deputy Finance Director



BID/PROPOSAL# 22-707

BY THE CITY ADMINISTRATOR:

220129  
RESOLUTION NO.:

PRESENTED:

3/23/2022

ADOPTED:

**RESOLUTION TO J & M TREE SERVICE  
FOR URBAN FORESTRY CHANGE ORDER**

WHEREAS, The Transportation Division requires trimming, removal, stump grinding and other necessary tree services for City-owned trees located in the right-of-ways. The Division of Purchases and Supplies solicited bids, in which the said tree services were awarded to (4) qualified bidders.

WHEREAS, The Transportation Division recommends relocating funds from one awarded contractor due to their lack of responsiveness to carry out necessary work orders, to J & M Tree Services, an already awarded tree vendor, capable of carrying out additional tree service work orders in the amount of \$30,000.00 for the remainder of FY22.

Funding will come from the following account(s):

Account Number	Account Name	Amount
202-449.215-801.000	Tree Maintenance	\$15,000.00
203-449.215-801.000	Tree Maintenance	\$15,000.00
	<b>FY2022 GRAND TOTAL</b>	<b>\$30,000.00</b>

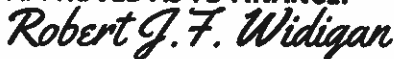
IT IS RESOLVED, that the Appropriate City Officials are authorized to do all things necessary to relocate funds to J & M Tree Service to provide additional tree services for FY2022, for the amount of \$30,000.00, and a total contract amount not-to-exceed \$125,000.00 for FY22 (07/01/22 - 06/30/23).

APPROVED AS TO FORM:

  
William Kim (Mar 15, 2022 20:26 EDT)

William Kim, Acting City Attorney

APPROVED AS TO FINANCE:



Robert J.F. Widigan, Chief Financial Officer

FOR THE CITY OF FLINT:



Clyde D. Edwards (Mar 16, 2022 17:24 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

  
Eric Mays, City Council President

APPROVED AS TO PURCHASING:



Lauren Rowley, Purchasing Manager





# CITY OF FLINT

## RESOLUTION STAFF REVIEW FORM

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

**BID/PROPOSAL#** 22-707

**AGENDA ITEM TITLE:** Change order for tree trimming, removals and emergencies

**PREPARED BY** Kathryn Neumann for John Daly, Director of Transportation & Infrastructure

**VENDOR NAME:** J & M Tree Service

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

The City of Flint has a contract with four tree vendors, of which one has not been responsive to the City of Flint. Said vendor raised their rates and refused work orders throughout the majority of the contract. Out of the five months since the contract was signed, they accepted new work orders for only a month and a half and then refused any further work orders. The Transportation Division would like to take the money from said vendor and redistribute it to two of the other existing tree vendors (the third vendor was unable to take on additional work). J & M Tree Service has been very responsive to the City of Flint and can accept the additional tree work.

**FINANCIAL IMPLICATIONS:** There is money in the accounts listed below.

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

Dept.	Name of Account	Account Number	Grant Code	Amount
202	Tree Maintenance	449.215-801.000		\$15,000.00
203	Tree Maintenance	449.215-801.000		\$15,000.00
FY22 GRAND TOTAL				\$ 30,000.00

**PRE-ENCUMBERED?** YES ☒ NO ☐ **REQUISITION NO:** 220005468

**ACCOUNTING APPROVAL:** Matthew Baker Mar 15, 2022 15:05 EDT **Date:** \_\_\_\_\_

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

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

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

**DEPARTMENT HEAD SIGNATURE:** John H. Daly III  
John H. Daly III (Mar 15, 2022 15:32 EDT)  
(John Daly, Director of Transportation)



SEALED PROPOSALS RECEIVED IN THE DIVISION OF PURCHASES & SUPPLIES  
For Urban Forestry  
Proposal# 22000707  
Approximate Annual Quantities – Not Guaranteed  
Furnish as requested for the period 7/1/21 – 6/30/22

**Bidder# 1: J & M Tree Service**  
**Flint, MI**

**SCHEDULE OF COMPENSATION**

<u>DESCRIPTION</u>	<u>UNITS</u>	<u>UNIT PRICE</u>
Routine Annual Tree Trimming on Grid Basis	per tree	\$
<b>AESTHETIC OR SERVICE REQUEST PRUNING</b>		
0-6" dbh	per tree	\$50.00
7-12" dbh	per tree	\$75.00
12-18" dbh	per tree	\$100.00
19-24" dbh	per tree	\$100.00
25-36" dbh	per tree	\$200.00
37" dbh & over	per tree	\$300.00
<b>TREE REMOVAL*</b>		
1 – 6 inches	per diameter inch	\$225.00
7 – 12 inches	per diameter inch	\$575.00
13 – 24 inches	per diameter inch	\$975.00
25 – 36 inches	per diameter inch	\$1,175.00
37 – 47 inches	per diameter inch	\$1,800.00
Over 48 inches	per diameter inch	\$2,000.00
Stump only removal	per diameter inch	\$3.75 per inch
<b>EMERGENCY RESPONSE</b>		
<b>3-person crew with equipment</b>		
(evening, weekend, or holiday call-out)	per hour	\$275.00 per hour

*\*Tree Removal Includes grinding of stump and backfill including seeding/reseeding.*

**A SPECIAL NOTE FROM THE PURCHASING DIVISION**

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



SPECIFICATIONS - APPENDIX B				
<b>1. EMERGENCIES</b>			<b>Total</b>	
<b>Removal</b>				
	<b>1a</b>		<b>\$1,300.00</b>	
	<b>1b</b>		<b>\$1,175.00</b>	
<b>2. CLEAN-UP</b>				
	<b>2a</b>		<b>\$400.00</b>	
	<b>2b</b>		<b>\$500.00</b>	
<b>3. Removal &amp; CLEAN-UP</b>				
	<b>3a</b>	<b>First Tree</b>	<b>\$475.00</b>	
		<b>Second Tree</b>	<b>\$1,175.00</b>	
		<b>Third Tree</b>	<b>\$1,175.00</b>	
<b>Routine Resident Requests</b>				
<b>Trim Entire Block</b>				
	<b>i.</b>		<b>\$80.00</b>	
	<b>ii.</b>		<b>\$90.00</b>	
	<b>iii.</b>		<b>\$75.00</b>	
	<b>iv.</b>		<b>\$75.00</b>	
	<b>v.</b>		<b>\$80.00</b>	
	<b>vi.</b>		<b>\$150.00</b>	
<b>Regular Request</b>				
	<b>a.</b>		<b>\$400.00</b>	
	<b>b.</b>		<b>\$300.00</b>	
	<b>c.</b>		<b>\$1,175.00</b>	
	<b>d.</b>		<b>\$2,000.00</b>	
<b>GRAND TOTAL</b>			<b>\$10,625.00</b>	

**A SPECIAL NOTE FROM THE PURCHASING DIVISION**  
*Bid results posted are before evaluation team review and award recommendation.*



PROPOSAL #22000707

RESOLUTION NO.: 210351  
PRESENTED: AUG - 4 2021  
ADOPTED: AUG 10 2021

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO J&M TREE SERVICE FOR URBAN FORESTRY SERVICES**

WHEREAS, the Street division is responsible for maintaining trees in the Right-of-Ways (ROW), including the removal of dead trees and regular tree trimming. The Purchasing division solicited bids for urban forestry services and received five bids. The Department of Public Works recommends the award for urban forestry services is split between the four lowest responsive bidders, including awarding J&M Tree Services in the amount of \$95,000 for FY2022, FY2023, and FY2024, totaling \$285,000. Of the \$95,000 for FY2022, the Purchasing division has issued a purchase order for \$20,000 for emergency purposes until the resolution could be approved by City Council.

Account Number	Account Name	Amount
202-449.215-801.000	Professional Services	\$28,750.000
203-449.215-801.000	Professional Services	66,250.000
	<b>FY2022 GRAND TOTAL</b>	<b>\$95,000.00</b>

IT IS RESOLVED, that the appropriate City Officials are authorized to do all things necessary to enter into a contract with J&M Tree Services for urban forestry services for the amount of \$95,000.00 per year for FY2022, FY2023, and FY2024, pending the adoption of the FY2023 and FY2024 budgets, for a total of \$285,000.00.

APPROVED AS TO FORM:

Angela Wheeler  
Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:

Shelbi Frayer  
Shelbi Frayer, Chief Financial Officer

FOR THE CITY OF FLINT:

CLYDE D. EDWARDS  
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

Kate Fields  
Kate Fields, City Council President

APPROVED AS TO PURCHASING:

Jennifer Ryan  
Jennifer Ryan, Deputy Finance Director