

City of Flint, Michigan

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



Meeting Agenda - Final

Wednesday, January 22, 2020

5:00 PM

Committee Room

FINANCE COMMITTEE

Eric Mays, Chairperson, Ward 1

*Maurice D. Davis, Ward 2
Kate Fields, Ward 4
Herbert J. Winfrey, Ward 6
Allan Griggs, Ward 8*

*Santino J. Guerra, Ward 3
Jerri Winfrey-Carter, Ward 5
Monica Galloway, Ward 7
Eva Worthing, Ward 9*

Inez M. Brown, City Clerk

Davina Donahue, Deputy City Clerk

ROLL CALL

CHANGES AND/OR ADDITIONS TO AGENDA

Council shall vote on any agenda changes.

EXECUTIVE (CLOSED) SESSION

An Executive Session as requested by the Department of Law to update the City Council regarding the following: 1. Palladeno et al v City of Flint, et al, Case No. 18-cv-11165, 2. Gene Hodge III v City of Flint, et al, Case No. 2:18-cv-13497-MAG, 3. Shears, Case No. 14-103476-CZ and Kincaid, Case No. 12-098490-CZ, and 4. the Legal Opinion of Tamar Lewis potential civil litigation.

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 and is subject to all rules of decorum and discipline.

SPECIAL ORDERS

190503 Special Order/Legislative Subpoena

A Special Order: A Legislative Subpoena, re: discussion of the duties of the Genesee County Clerk-Register of Deeds, as requested by Councilperson Mays.

190046 Special Order/Update/Investigative Hearing

Special Order as requested by Councilperson Mays to allow Attorney Harrell Milhouse to update City Council members on the Investigative Hearing regarding the flow of money from the State of Michigan to the City of Flint.

RESOLUTIONS

200001 Contract Name Change/Golder Associates (Formerly Engineering & Environmental Solutions)/Bray Road Dump Site/Environmental Site Assessment

Resolution resolving that the proper city officials, upon City Council's approval, do all things necessary to authorize ongoing work being completed by Engineering and Environmental Solutions be transferred to Golder Associates, in an amount NOT-TO-EXCEED \$36,450.00, as requested by the Department of Public Works [Water Fund Acct. No. 591-536.100-801.000.] [NOTE: The City of Flint entered into a contract with Engineering and Environmental Solutions for Bray Road dump

site/environmental site assessment, in an amount NOT-TO-EXCEED \$72,890.00. Engineering and Environmental Solutions recently joined Golder Associates, and the same personnel will continue to work on this project.]

200025 Settlement/Palladeno, et al v. City of Flint, et al/Court Case No. 18-cv-11165

Resolution resolving that the City Administrator authorizes settlement, in the amount of \$150,000.00, in satisfaction of any and all claims arising out of the litigation matter of Palladeno, et al v. City of Flint, et al/Court Case No. 18-cv-11165, with payment drawn from appropriated funds in the Litigation and Suits Line Item No. 677-266.200-956.300. [NOTE: An Executive Session was requested on this matter on January 8, 2020.]

200033 Berger Chevrolet/Twelve (12) 2020 Chevrolet Vehicles

Resolution resolving that the proper city officials, upon City Council's approval, are hereby authorized to issue a purchase order to Berger Chevrolet for twelve (12) 2020 Chevrolet vehicles, in an amount NOT-TO-EXCEED \$402,021.00, for use in various departments [Fleet/Central Garage Fund Acct. No. 661-451.100-977.500.]

200034 Jack Doheny Companies/Vactor Hydro Excavator/Model HXX 824

Resolution authorizing the proper city officials to issue a purchase order to Jack Doheny Companies for one (1) Vactor Hydro Excavator, Model HSS 824, with price to include the trade-in of two (2) Vactor Combo Units, in an amount NOT-TO-EXCEED \$132,660.00, as requested by Fleet [Fleet/Central Garage Fund Acct. No. 661-451.100-977.500.]

200035 Two-Year/Lightle Enterprises of Ohio, LLC/Traffic Cones Drums & Barricades

Resolution authorizing the Department of Purchases & Supplies, upon City Council's approval, to issue a purchase order to Lightle Enterprises of Ohio, LLC, for traffic cones, drums and barricades, as requested by Public Works, in an amount NOT-TO-EXCEED \$174,000.00 (\$87,000.00 for FY2020, and \$87,000.00 for FY 2021) [Major Street Fund Acct. No. 202-443.201-726.000 = \$50,000.00 and Local Street Fund Acct. No. 203-443.201-726.000 = \$37,000.00.]

200036 Contract/Rowe Professional Services Co./Preliminary Engineering Services No. 2840 Fenton Road Bridge Over Thread Creek

Resolution resolving that the proper city officials, upon City Council's approval, are hereby authorized to enter into a contract with Rowe Professional Services Co. for preliminary engineering services, for bridge No. 2840 Fenton Road (over Thread Creek), in an amount NOT-TO-EXCEED \$184,850.00 [Major Street Fund Acct. No. 202-441.702-801.000.] [NOTE: This bridge is scheduled to be replaced in FY2021.]

200037 Guidelines/Granting of Hardship Exemptions From Property Taxes

Resolution resolving that to be eligible for consideration of a hardship exemption pursuant to MCL 211.7u in the City of Flint that a person must be the owner and must occupy the property as a homestead, as defined, for which the exemption is requested; file a completed and notarized application; submit copies of federal and state income tax returns for all persons that resided in the homestead, including property tax credit forms and/or Statement of Benefits paid from the Michigan Department of Social Services or Social Security Administration; and meet City of Flint poverty income standards, AND, resolving that the applicant and all qualifying persons that resided in the home must have an annual adjusted income less than the Federal Poverty Guidelines, AND, resolving that the applicant's asset level, excluding the homestead, may not exceed \$10,000.00, regardless of income level, AND, resolving that the applicant may not have ownership interest in any real estate other than the homestead, nor shall anyone else living outside of the household have interest in this homestead and (the applicant) must own the home for at least one calendar year, AND, resolving that a hardship exemption may be granted for only one year at a time, AND, resolving that the City of Flint Board of Review shall request identification of the applicant and/or proof of ownership of the homestead under consideration for hardship exemption, AND, resolving that the board of review may request from the applicant any supporting documents which may be utilized in determining a hardship exemption request, AND, resolving that the completed hardship exemption application must be filed after January 1, but before the day prior to the last day of the board of review in the year for which exemption is sought, AND, resolving that the board of review shall administer an oath wherein the applicant testifies as to the accuracy of the information provided, AND, resolving that the board of review may deviate from the established policy and guidelines only for substantial and compelling reasons, and that the applicant will be notified in writing the reasons for deviating from the policy and guidelines for hardship exemption, AND, resolving that to conform with the provisions of Public Act 390 of 1994, this resolution is hereby given immediate effect, as requested by Assessments.

200038

Grant Acceptance/Budget Amendment/Transfer of Funds/Michigan Department of Labor & Economic Opportunity/MICA 2.0 Workforce Development Grant Program

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to accept the MICA 2.0 Workforce Development Grant, (to) amend the budget, (to) appropriate grant funding for revenue and expenditures in future fiscal years as long as funds are available from the grantor, and (to) abide by terms and conditions of the grant from the Michigan Department of Labor & Economic Opportunity, under Grant Code FLEO-MICA18, in the amount of \$170,500.00. [NOTE: The grant is meant to provide training and employment for 50 Flint community residents with barriers to employment. The program is led by the Economic Development Department at the City of Flint and is supported by key workforce partners such as Mott Community College and the GST Michigan Works.]

- 200039** Donation Acceptance/Pistons Sports & Entertainment/Stadium Chairs/Misc. Supplies
- Resolution resolving that the Flint City Council agrees to accept the donation of stadium chairs and miscellaneous supplies [valued at \$220,000.00] from Pistons Sports and Entertainment, as requested by the Mayor. [NOTE: The stadium chairs will be installed in City Hall Council Chambers and Dome.]
- 200040** Budget Amendment/Transfer of Funds/Information Technology/IP Telephony System
- Resolution resolving that the proper city officials, upon City Council's approval, are hereby authorized to do all things necessary to amend the FY2019-2020 adopted budget of the City of Flint to [transfer \$196,000.000 from the Information Services Fund Balance (636) to IS Equipment Acct. No. 636-228.100-977.000], as requested by Information Technology. [NOTE: Funding for the new IP Telephony System was included in the previous year's budget. However, the installation and payment for the new phones occurred during the first quarter of FY2019-2020, which forced the Information Technology Equipment Fund to be over budget.]

OLD, OUTSTANDING DISCUSSION ITEMS

- 170061** Referral/Copy/Public Relations Contract
- Referral by Councilperson Fields to ADMIN/LEGAL, re: She would like a copy of the public relations contract that was entered into with pipe replacement funding. [Referral Action Date: 1/18/2017 @ Finance Committee Meeting.]
- 170194** Repair/Copper Service Line/618 W. Alma
- Referral by Councilperson Mays to ADM: He would like to know when the city plans to repair a ruptured copper service line at 618 W. Alma. [Referral Action Date: 4/19/2017 @ Finance Committee Meeting.]
- 170422** Copies/Bid/Contract/Martin Waymire
- Referral by Councilperson Fields to FIN/LEGAL: She would like copies of the bid and the contract for public relations firm Martin Waymire. [Referral Action Date: 6/19/2017 @ Finance Committee Meeting.]
- 170577** Reimbursements/State of Michigan/City of Flint Departments
- Referral from Councilperson Mays to FINANCE DIRECTOR: Regarding State of Michigan reimbursements to all city departments except Finance (see Discussion Item 170390): What has been requested and what has been reimbursed? [Referral Action Date: 11/21/17 @ Finance Committee Meeting.]
- 180002** Referral/Positions/Water Plant/Water Service Center/Wage Study

Referral by Councilperson Fields to HUMAN RESOURCES/WATER SERVICE CENTER/DPW: She would like a list of all unfilled positions at the Water Plant and Water Service Center; she would like the list also to include what certifications are needed for each position, what the compensation packages are, and what the city has done so far to recruit for these positions. She is also asking if a wage study for City of Flint positions has been completed (or started). [Referral Action Date: 1/3/2018 @ Finance Committee Meeting.]

180015 Referral/List/Water Customers With Estimated Bills

Referral by Councilperson Mays to FIN: He would like a list of water customers who had estimated bills and then were hit with high bills when actual readings were used. He would also like to know if these customers still have "holds" on their accounts and if they are in danger of having their water shut off. [Referral Action Date: 1/3/2018 @ Finance Committee Meeting.]

180074 Referral/Copies/Current & Revised/WIIN Project Plans

Referral by Councilperson Fields TO FINANCE/DPW, re: She would like copies of the plans, both old and new, for the WIIN grant, and a rationale for the amounts assigned to each. (For example, money allocated to the Water Plant was reduced after the city signed the long-term water deal with the Great Lakes Water Authority). [Referral Action Date: 2/21/2018 @ Finance Committee Meeting.]

180080 Referral/Kellogg Grant/Entire Proposal

A referral from Councilperson Fields to ADMIN/LAW, re: She would like a copy of the entire Kellogg Grant proposal. [Referral Action Date: 2/21/2018 @ Finance Committee Meeting.]

180084 Referral/Police Department/Number of Lawsuits/Cost of Lawsuits

A referral from Councilperson Fields to LAW, re: She would like to know how many lawsuits there have been in the last two years involving the Flint Police Department, including the status for each and the total estimated cost. [Referral Action Date: 2/21/2018 @ Finance Committee Meeting.]

180160 Discussion Item/Itemized Water Fund Revenues & Expenditures

A discussion item as requested by Councilperson Mays regarding the city's Water Fund. He would like itemized revenues and expenditures. [Referral Action Date: 3/22/2018 @ Finance Committee Meeting.]

180180 Referral/Community Development Block Grant (CDBG) Money/Salvation Army

A referral as requested by Councilperson Mays to Planning & Development: He would like to know if Community Development Block Grant (CDBG) money can be given to the Salvation Army. [Referral Action Date: 4/4/2018 @ Finance Committee Meeting.]

180204 Referral/Trial Water Shut-Off/Shut-On Policy

A referral as requested by Councilperson Fields to FIN: She would like to know how the new Trial Collection Policy for shutting water off and turning it back on it working. [Referral Action Date: 4/18/2018 @ Finance Committee Meeting.]

180206 Referral/Cost/Parliamentarian

A referral as requested by Councilperson Fields to CITY CLERK: She would like to know the cost for the City Council to hire a Parliamentarian. [Referral Action Date: 4/18/2018 @ Finance Committee Meeting.]

180234 Update/Great Lakes Water Authority Contract

A referral from Councilperson Fields to LEGAL: re, she would like an update on the Great Lakes Water Authority (GLWA) contract, particularly the additional elements within the contract. [Referral Action Date: 5/9/2018 @ Finance Committee Meeting.]

180294 Referral/LED Street Lights

Referral by Councilpersons Fields and Guerra to ADMIN, re: An action plan and project steps (equipment and labor) concerning the LED street lights. [Referral Action Date: 6/20/2018 @ Finance Committee Meeting.]

180297 Referral/Breakdown/Chief of Staff Budget

Referral by Councilperson Fields to FINANCE, re: She would like a detailed breakdown of the \$75,000.00 budgeted for the Chief of Staff, including how, who, when and the date it was spent. [Referral Action Date: 6/25/2018 @ Special Affairs Committee Meeting.]

180298 Referral/Breakdown/Budgets/Mayor & City Administrator

Referral by Councilperson Fields to FINANCE, re: She would like a detailed, itemized breakdown of the budgets for Mayor and City Administrator, particularly for wages and salaries -- who they're for and how much each earns. [Referral Action Date: 6/25/2018 @ Special Affairs Committee Meeting.]

180300 Referral/Quarterly Budget Amendment Reports

Referral by Councilperson Fields to FINANCE, re: She would like to see quarterly budget amendment reports that are supposed to be supplied to City Council per the newly adopted City Charter. [Referral Action Date: 6/25/2018 @ Special Affairs Committee Meeting.]

180356 Discussion Item/Investigative Hearing

Councilperson Mays asked that a discussion item about the Investigative Hearing City Council members approved for financial issues related to the Water Crisis be

placed on the Finance Committee Agenda. [Referral Action Date: 7/9/2018 @ Finance Committee Meeting.]

180365 Attendance Request/Discussion/Filling Budgeted Positions in Water/Sewer

Referral from Councilperson Mays to HUMAN RESOURCES/DEPARTMENT OF PUBLIC WORKS, re: He would like for Makini Jackson, Director of Human Resources, and Rob Binscik, Director of DPW, to attend the next Finance Committee meeting to discuss unfilled budgeted positions in water and sewer as identified on an organizational chart distributed at the last Finance Committee Meeting. [Referral Action Date: 7/18/2018 @ Finance Committee Meeting.]

180419 Referral/Payments from Water Fund to Subcontractors

Referral by Councilperson Fields to LAW, re: She would like to justification for paying a subcontractor (Arco) out of the Water Fund without City Council permission. [Referral Action Date: 8/8/2018 @ Finance Committee Meeting.]

180437 Referral/Accounting/Water Funds/Grant Funds/Budget Amendments

Referral by Councilperson Fields to FIN, re: She would like a detailed accounting of all 591 and 296 funds (with detailed subsets) and any from other accounts that the city has used to accept Water Funds/Grants, has paid invoices and expenditures from, and all related Budget Amendments made since January 2016 to current that relate to these funds. [Referral Action Date: 8/22/2018 @ Finance Committee Meeting.]

180438 Referral/Lead Service Line Replacements/Those Paid/Those Submitted for Reimbursement

Referral by Councilperson Fields to FIN, re: She would like any lead service line replacements that have been paid and/or submitted for reimbursement by contractors since May 2018 to current. [Referral Action Date: 8/22/2018 @ Finance Committee Meeting.]

180472 Referral/Contract Clauses/Great Lakes Water Authority (GLWA)/Collection Rate/Transmission Pipe

A referral as requested by Councilperson Fields to FIN/LEGAL: She would like the clauses in the Great Lakes Water Authority (GLWA) that speak to the collection rate for water/sewer customers and the transmission pipe. [Referral Action Date: 9/5/2018 @ Finance Committee Meeting.]

180474 Referral/Status of 'New' Program Manager/Division of Community & Economic Development (DCED)

A referral as requested by Councilperson Galloway to FIN/LEGAL/HR: Planning & Development Director Suzanne Wilcox has a clause in her contract that allows her to return to her former position (Program Manager for DCED) in the event that her supervisory position doesn't work out. But her former job was recently filled.

Councilperson Galloway would like to know what would happen to the "new" Program Manager if Ms. Wilcox decided to return to that position. [Referral Action Date: 9/5/2018 @ Finance Committee Meeting.]

180509 Referral/Line Item Details/Revenues/Expenditures/Invoices Paid/First \$2 Million/State of Michigan

A referral as requested by Councilperson Fields to FIN: She would like line item details of revenues in and expenditures out on the first \$2 million received from the State of Michigan. She would also like line item accounts and invoices paid from this \$2 million. [Referral Action Date: 9/24/2018 @ Finance Committee Meeting.]

180510 Referral/Federal Procurement Rules/Sub-Contractors

A referral as requested by Councilperson Fields to FIN/LEGAL: She would like a copy of the federal procurement rules as it relates to sub-contractors. [Referral Action Date: 9/24/2018 @ Finance Committee Meeting.]

180512 Referral/Attendance/Finance Committee Meeting/Lead Line Replacements, Etc.

A referral as requested by Councilperson Mays to FIN/DPW/LEGAL/MAYOR/ADMIN: He wants to discuss lead line replacements, including hydrovac-ing, excavation and restoration, with Mayor Weaver, Mr. Gilcreast, and DPW Director Rob Binscik, and representatives from the following: Aecom, Goyette Mechanical and Martha Brown Custom Builders, LLC. He also asks that City Attorney Angela Wheeler weigh in on whether this conversation should take place in open or closed session. [Referral Action Date: 9/24/2018 @ Finance Committee Meeting.]

180529 Referral/Revenue to Turn On, Turn Off Water Service

A referral as requested by Councilperson Galloway to FIN: How much revenue is generated from shutting off water? Turning on water? Was the water study that was promised ever completed? If so, what were the results? [Referral Action Date: 10/3/2018 @ Finance Committee Meeting.]

180599 Referral/Attorneys Hired by the City

Referral as requested by Councilperson Fields to LEGAL, re: She would like a listing of every attorney and/or law firm that has been hired by the City during the calendar years of 2015 through 2018, with totals for each attorney/firm listed by the same years. [Referral Action Date: 11/19/2018 @ Special Affairs Committee Meeting.]

180600 Referral/City Contract Totals/Lead Line Replacement Program

Referral as requested by Councilperson Fields to ADMIN/DPW, re: She would like to know the current contract totals for lead service line replacement work contractors and subcontractors, up to and including AECOM, ARCO, DLZ, E

Holdings (E & L Construction), Super Construction, A&S. Zito, Orchard, AFSCME, W.T. Stevens, Goyette, etc. [Referral Action Date: 11/19/2018 @ Special Affairs Committee Meeting.]

180601 Referral/Lead Pipe Contractors and Subcontractors

Referral as requested by Councilperson Fields to ADMIN/DPW, re: She would like a listing of every contractor and subcontractor who has done or is doing work for the City concerning lead pipe replacement, with list to include phase worked, dates worked and payment/contract totals. [Referral Action Date: 11/19/2018 @ Special Affairs Committee Meeting.]

180604 Discussion Item/Water Account Trends

Referral by Councilperson Fields: She would like to know if there are trends that can be identified in the city's Water Account. [Referral Action Date: 11/20/2018 @ Finance Committee Meeting.]

180605 Referral/Aecom/Procedures & Sub-Contractors

Referral by Councilperson Fields: She would like to see documents that show Aecom followed proper procurement procedures, per the company's contract, and that the city approved all of their sub-contractors [Referral Action Date: 11/20/2018 @ Finance Committee Meeting.]

180614 Referral/Aecom/Written Documentation/Scope of Work

Referral from Councilperson Fields to ADMIN/DPW: She would like written documentation of the change in scope of work that was given to Aecom that allowed them think they could continue working and move beyond 6,000 service lines. [Referral Action Date: 12/5/2018 @ Finance Committee Meeting.]

180615 Referral/Aecom/\$1.1 Million Change Order/Line Items

Referral from Councilperson Fields to FIN: She would like a copy of the line items that represent the \$1.1 million in Aecom's change order. [Referral Action Date: 12/5/2018 @ Finance Committee Meeting.]

190004 Referral/Opinion/Contract Terms/Aecom

Referral from Councilperson Fields to FIN: She would like a written opinion from City Attorney Angela Wheeler stating whether or not she believes that AECOM has fulfilled the terms of its current contract. [Referral Action Date: 1/9/2019 @ Finance Committee Meeting.]

190035 Referral/Report/Funding/Service Line Replacement Program

Referral from Councilperson Fields to FIN: She would like all funding utilized for the Service Line Replacement Program in a cohesive, understandable report from the beginning of the project to date, including all revenue paid in to all pertinent city accounts, identified by name, amount, purpose for use and date (including name

and account numbers in subsets); all expenditures paid out, identified by name paid to, amount, purpose for use and date (including phase and date, and what account it was paid out of; all reimbursements requested, all paid and all outstanding, with pertinent details, and any reimbursement requests that were denied (with accompanying correspondence); all accounts payable at this point in time for this program, with pertinent details; a list of any/all funds encumbered for this program, at this point in time; a list of total accomplishments by any contractor paid for this program (include Phase and specific activity in detail); the total amount still available to be used for the Service Line Replacement Program, to include management of same program. [Referral Action Date: 1/23/2019 @ Finance Committee Meeting.]

190036 Referral/Local Capacity Development Line Item of the Water Infrastructure Improvements for the Nation (WIIN) Plan

Referral from Councilperson Fields to FIN: She would like a full report of the narrative of intended use and how it has been used, with all financial detail, regarding the Local Capacity Development line item of the Water Infrastructure Improvements for the Nation (WIIN) plan. [Referral Action Date: 1/23/2019 @ Finance Committee Meeting.]

190055 Referral/Monthly Progress Report/Economic Development

Referral by Councilperson Griggs to ADMIN/PLANNING and DEVELOPMENT, re: He requests that the Economic Development Division provide monthly progress reports to the City Council. [Referral Action Date: 2/04/2019 @ City Council Meeting.]

190072 Referral/Response/When \$433,276.00 is Reimbursed

Referral from Councilperson Fields to FIN: She would like to be notified when the \$433,276.00 is reimbursed to the City of Flint from the State of Michigan. [Referral Action Date: 2/20/2019 @ Finance Committee Meeting.]

190073 Referral/Number of Signatures Needed/Proposals on Ballot

A referral as requested by Councilperson Mays to CITY CLERK, re: He would like to know how many signatures are needed to get a ballot proposal on the August ballot if Councilmembers reject the five current proposals before them. [Referral Action Date: 2/20/2019 @ Finance Committee Meeting.]

190081 Referral/Increase in Salary and Benefits/Mayor and City Council

Referral by Councilperson Fields to ADMIN/FIN, re: She would like to know where the money will be coming from to cover the recent increases in salaries and/or benefits for the mayor and council, per recent action of the Local Officers Compensation Commission (LOCC). [Referral Action Date: 2/25/2019 @ City Council Meeting.]

190083 Referral/Salaries for Appointees

Referral by Councilperson Fields to ADMIN/FIN, re: She would like to know the salaries for all appointees, as follows: salary or hourly rate at time of hire, salary or hourly rate at time of appointment, current salary or hourly rates - as well as all raises from the time of appointment until now. [Referral Action Date: 2/25/2019 @ City Council Meeting.]

190113 Referral/Aging Report for Accounts Receivable

Referral by Councilperson Fields to ADMIN/FIN/TREASURY, re: She would like to know how much the City of Flint is carrying in past-due accounts receivable and how far back the balances go. She would also like a copy of the AR Aging Report. [Referral Action Date: 3/21/2019 @ Finance Committee Meeting.]

190114 Referral/Revenues/Turning Water Shut-Offs/Water Shut-ons

Referral by Councilperson Fields to ADMIN/FIN/TREASURY, re: She would like to know how much the City of Flint brings in for water shut-offs and shut-ons and if that number has gone up or down in recent months. [Referral Action Date: 3/21/2019 @ Finance Committee Meeting.]

190162 City of Flint/County of Genesee/Flint Holding Facility Operation

Discussion item as requested by Councilperson Guerra, re: He would like to know if the City of Flint will ever take over operation of the Flint Holding Facility, and how much that would cost versus outsourcing to Genesee County. [Referral Action Date: 4/17/2019 @ Finance Committee Meeting.]

190205 Referral/FastStart Restoration

Referral by Councilperson Guerra to ADMIN/DPW, re: He would like to know if city personnel can spot-check areas of the city where restoration has been completed to ensure that proper procedures were followed. [Referral Action Date: 5/22/2019 @ Finance Committee Meeting.]

190229 Appropriateness/Special Order 190084

Referral by Councilperson Fields to LAW, re: Is it appropriate to have Special Order 190084 (concerning a letter written to the state by three Councilpersons) on the agenda since it is part of a lawsuit filed by Councilman Mays against six council members? [Referral @ 6-5-19 Finance Committee Meeting.]

190255 Referral/Section 108 Loans

Referral by Councilperson Galloway to FINANCE/PLANNING AND DEVELOPMENT/ADMIN, re: She would like to know the particulars regarding any Section 108 Loans that are outstanding, since 2013, to include the who, what, where, why, etc. [Referral Action Date: 6/24/2019 @ Special Affairs Committee Meeting.]

190259 Referral/Damage Claims/Invoices/Damages Caused By Contractors

Referral by Councilperson Guerra to ADMIN/FINANCE/LAW, re: He would like copies of invoices and/or damage claims that have been filed and/or paid due to damage from FastStart contractors. [Referral Action Date: 7/2/2019 @ Finance Committee Meeting.]

190265 Referral/Pipe Replacement and Restoration Services/Role of Rowe Professional Services Co.

Referral by Councilperson Mays to ADMIN/DPW/LEGAL, re: With regard to its current contract with the City for FAST Start Program project management services, he would like to know what Rowe's role is in general for the entire program and, specifically, about Rowe's engagement when it comes to water service line restoration services. He also asks whether or not Rowe should be involved with the potential "re-bid" process that the Administration may be working on for service line restoration services. [Referral Action Date: 7/10/2019 @ Special City Council Meeting.]

190266 Referral/Attendance Request/Rowe Professional Services Co.

Referral by Councilperson Mays to ADMIN/DPW/ROWE, re: He requests that representatives from Rowe Professional Services Co. attend the July 17, 2019 Finance Committee meeting in order to discuss Rowe's role as project management for FAST Start Program services and, particularly, the transfer of FAST Start Program addresses from the former program management company, AECOM. [Referral Action Date: 7/10/2019 @ Special City Council Meeting.]

190291 Water Fund Reimbursement

Referral by Councilperson Fields to ADMIN/FIN, re: She would like to know if the \$433,000.00 that was paid out of the Water Fund for what were initially termed "ineligible expenses," but were later okayed by the state, according to Huey Newsome, were ever repaid into the Water Fund? [Referral Action Date: 7/17/19 Finance Committee Meeting.]

190292 Water Fund Status

Referral by Councilperson Fields to ADMIN/FIN, re: She would like to know the status of the Water Fund, including the number of outstanding bills, and if there is a plan in place to fix the fund if it's in a deficit. [Referral Action Date: 7/17/19 Finance Committee Meeting.]

190337 Referral/Legal Opinion/Auditing Contract/Statute of Limitations

Referral by Councilperson Mays to CITY ATTORNEY, re: He requests a legal opinion regarding city council's motion during the August 12th council meeting to require a 5-year statute of limitations (as opposed to a 2-year SOL) concerning the contract with Rehmann Robson for FY2019 auditing services. [Referral Action Date: 8/12/2019 @ City Council Meeting.]

- 190344** Referral/Details/Communications Plan
- Referral by Councilperson Fields to ADMIN/LEGAL, re: She would like additional details on who is called during specific emergencies and who would be the backup in case of vacation/sickness. [Referral Action Date: 8/7/2019 @ Finance Committee Meeting.]
- 190384** Referral/Charges for Water Meters
- Referral by Councilperson Worthing to FIN/TREASURER, re: She would like to know why the city is charging customers for water meters when it (the city) is getting them for free. [Referral Action Date: 9/4/2019 @ Finance Committee Meeting.]
- 190385** Referral/Attendance Request
- Referral by Councilperson Worthing to FIN/TREASURER, re: She asks that Treasurer Amanda Trujillo be present at the next Finance Committee meeting. [Referral Action Date: 9/4/2019 @ Finance Committee Meeting.]
- 190387** Referral/Kellogg Grant
- Referral by Councilperson Galloway to ADM: re: She would like an update on the Kellogg Grant, including personnel assigned to it. [Referral Action Date: 9/4/2019 @ Finance Committee Meeting.]
- 190400** Referral/Water Billing and Shut-Offs
- Referral from Councilperson Worthing to TREASURER/ADMIN, re: She would like to know why some businesses and churches are allowed to have water bills with high arrearages and no shut-off notices, while residents are held to a different standard. [Referral Action Date: 9/4/2019 @ Finance Committee Meeting.]
- 190427** Referral/Cities of Comparable Size/Policies for Acquired Homes
- A referral from Councilperson Worthing to LAW, re: She would like copies of policies for acquired homes (see Resolution No. 190398), from cities of comparable size to Flint. [Referral Action Date: 10/9/2019 @ Finance Committee Meeting.]
- 190428** Referral/Pricing/Policies for Acquired Homes
- A referral from Councilperson Guerra to LAW/PLANNING & DEVELOPMENT, re: He would like to know if the prices being charged in Resolutions 190376 through 190398 are adequate. [Referral Action Date: 10/9/2019 @ Finance Committee Meeting.]
- 190456** Referral/City of Flint Acquired Homes/Financial Implications

A referral from Councilperson Griggs to FIN/PLANNING & DEVELOPMENT, re: He would like to know if there will be financial repercussions (such as sales/gift taxes from the IRS or any other penalties) for selling the houses in Resolutions 190376 through 190398 cheaper than market value. [Referral Action Date: 10/23/2019 @ Finance Committee Meeting.]

190457 Referral/Water Distribution and Sewer Maintenance Supervisor

A referral from Councilperson Galloway to FIN/ADM, re: She would like to know why the city is trying to fill positions in water and sewer now when the mandate to hire came from the Environmental Protection Agency (EPA) in 2016 (see Resolution No. 190454). [Referral Action Date: 10/23/2019 @ Finance Committee Meeting.]

190469 Referral/Value of Properties Acquired by the City from the County Treasurer

Referral by Councilperson Fields to PLANNING and DEVELOPMENT, re: She would like to know the SEV for all of the houses that the tax reverted properties/parcels that the City of Flint has acquired from the Genesee County Treasurer over the last few years. [Referral Action Date: 10/31/2019 @ Special Affairs Committee]

190472 Referral/Closure of FY2018-19 Accounting Records

Referral by Councilperson Fields to FIN/CITY ADM, re: She would like to know if the books have been closed for the 2018-19 Fiscal Year so the audit can be completed. [Referral Action Date: 10/23/2019 @ Finance Committee.]

190483 Referral/Number of Customers Disconnected from City Water in a Month

A referral as requested by Councilperson Griggs to FIN: How many customers does the city disconnect from city water each month? [Referral Action Date: 11/20/2019 @ Finance Committee Meeting.]

190485 Referral/Disposition of City Assets

Referral as requested by Councilperson Fields, re: She would like a copy of the ordinance for disposition of city assets, if there is one. [Referral Action Date: 11/20/2019 @ Finance Committee.]

190486 Referral/Properties Acquired from the Genesee County Treasurer/Grant Dollars Spent

Referral as requested by Councilperson Fields, re: She would like to know if any grant (federal or state) dollars were spent on any of the properties that the city acquired from the Genesee County Treasurer and are attempting to sell. [Referral Action Date: 11/20/2019 @ Finance Committee.]

190501 Water Fund Reimbursement

Referral by Councilperson Fields to ADMIN/FIN, re: She would like to see

Ledger entries that prove that the \$433,000.00 that was paid out of the Water Fund for what were initially termed "ineligible expenses," but were later okayed by the state, were ever repaid into the Water Fund? [Referral Action Date: 12/4/19 Finance Committee Meeting.]

190514 Recouping the Costs of a Lawsuit

Referral as requested by Councilperson Fields to LAW; re: She points out that the lawsuit Councilperson Mays filed against 6 other council members cost the city \$20,000.00. She would like to know if the city can sue Councilperson Mays to recoup those costs. [Referral Action Date: 12/17/2019 @ Finance Committee Meeting.]

190515 Referral/Transportation Director Position

Referral as requested by Councilperson Galloway to ADM; re: She would like to know who was doing John Daly's job before he was named to the position, what is Betty Wideman's role now, and if there are financial resources to pay both Mr. Daly and Rob Binscik. She would also like to know how much each makes (Mr. Daly, Ms. Wideman and Mr. Binscik), and to see job descriptions for them. [Referral Action Date: 12/17/2019 @ Finance Committee Meeting.]

NEW BUSINESS

ADJOURNMENT

14K 004 2019

RESOLUTION NO.: 200001

PRESENTED: 1-8-20

ADOPTED: _____

RESOLUTION AUTHORIZING ONGOING WORK BEING COMPLETED BY ENGINEERING & ENVIRONMENTAL SOLUTIONS AT THE BRAY ROAD SITE FOR REMEDIAL INVESTIGATIONS BE TRANSFERRED TO GOLDER ASSOCIATES

BY THE MAYOR:


WHEREAS, the City of Flint, Department of Public Works, through the City of Flint's bidding process in 2014 sought qualified consultants and engineering firms to provide necessary engineering support and analysis assistance as required by the MDEQ- Michigan Department of Environment Quality (now known as EGLE- Michigan Department of Environment, Great Lakes, and Energy) consent order 115-01-14, Section II. Engineering & Environmental Solutions was selected as the lowest bidder and entered into a contract with the City of Flint; and

WHEREAS, ongoing work at the Bray Road site is required to complete the remedial investigation consistent with the tasks requested by MDEQ now known as EGLE; and

WHEREAS, Engineering & Environmental Solutions recently joined Golder Associates, and the same personnel will continue to work on this project with Golder Associates in an amount not to exceed \$36,450.00.

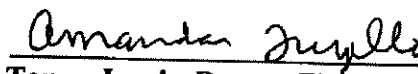
THEREFORE BE IT RESOLVED, that the appropriate City Officials do all things necessary to authorize ongoing work being completed by Engineering & Environmental Solutions be transferred to Golder Associates in an amount not to exceed \$36,450.00. Funds are available from account 591-536.100-801.000.

APPROVED AS TO FORM:



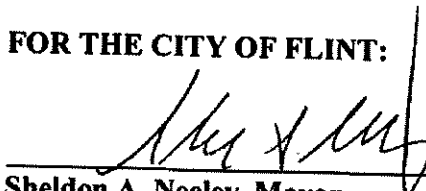
Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:



~~Tamar Lewis~~, Deputy Finance Director
Amanda Trujillo Acting

FOR THE CITY OF FLINT:



Sheldon A. Neeley, Mayor

APPROVED BY CITY COUNCIL:

Monica Galloway, City Council President

RESOLUTION STAFF REVIEW

Date: December 4, 2019

Agenda Item Title: Resolution Authorizing Ongoing Work Being Completed by Engineering & Environmental Solutions, at the Bray Road Site For Remedial Investigations be Transferred to Golder Associates

Prepared by: Yolanda Gray, DPW Administration Accounting Supervisor, on behalf of Mark Adas, City Engineer

Background/Summary of Proposed Action : the City of Flint, Department of Public Works, through the City of Flint's bidding process in 2014 sought qualified consultants and engineering firms to provide necessary engineering support and analysis assistance as required by the MDEQ- Michigan Department of Environment Quality (now known as EGLE- Michigan Department of Environment, Great Lakes, and Energy) consent order 115-01-14, Section II. Engineering & Environmental Solutions was selected as the lowest bidder and entered into a contract with the City of Flint. Environmental & Engineering has joined Golder Associates and the same personnel is continuing ongoing work required by the MDEQ consent order 115-01-14. Authorization for ongoing work is being requested to be transferred to Golder Associates at an amount not to exceed \$36,450.00. Funding is available in account 591-536.100-801.000.

Financial Implications: Funding is budgeted in account 591-536.100-801.000 

Pre-encumbered?: Yes No Requisition: 190002649 

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

Staff Recommendation: Recommend Approval

Staff Person: 
(Dept Head or other authorized staff)

Resolution Routing

TO: Resolution Signatories
FROM: UTILITIES-DPW
SUBJECT: RESOLUTIONs FOR APPROVAL

This RESOLUTION have been forwarded to you for your respective review and approval.

Date recorded: December 6, 2019
~~December 4, 2019~~ No. 19-81791

** All documents should be reviewed within three (3) working days after receipt by your office.

Contractor:

Golder Associates

Resolution Content:

Resolution Authorizing Ongoing Work

Being Completed by Engineering & Environmental Solutions

at Bray Road Site be Transferred to Golder Associates

The attached resolution is submitted to the Legal Dept. for approval as to form only:

The **Legal Department** reviewed this **RESOLUTION**, as to form and by signing this form approves as to **FORM ONLY**.

Review and Approval:

	<u>IN</u>	<u>OUT</u>	<u>APPROVAL</u>
1. City Attorney (Form Only)	<u>12/6/19</u>	<u>12/16/19</u>	<u>[Signature]</u>
2. Finance	<u>12/16/19</u>	<u>12/16/19</u>	<u>[Signature]</u>
3 Mayor	_____	_____	_____

Please call Yolanda Gray @ ext.3503 for pick up Thank You.

200025

RESOLUTION NO.: _____

PRESENTED: 1-13-2020

ADOPTED: _____

RESOLUTION TO APPROVE SETTLEMENT OF PALLADENO ET EL V. CITY OF FLINT ET EL 18-CV-11165

BY THE CITY ADMINISTRATOR:

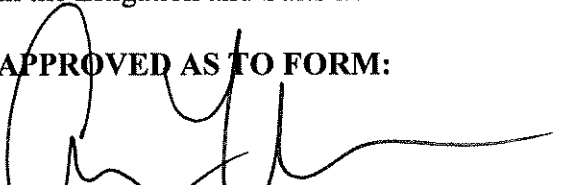
Executive Session was requested in this matter on January 8, 2020; and

Although the City of Flint admits no liability in the claims filed by Palladeno et el, the Department of Law recommends settlement of this matter.

All parties have agreed to settlement in this matter in the amount of \$150,000; and


IT IS RESOLVED that the City Administrator hereby authorizes settlement in the mater of *Palladeno et el V. City of Flint et el No. 18-cv-11165*, in the amount of \$150,000, in satisfaction of any and all claims arising out of said matter. Payment shall be drawn from appropriated funds in the Litigation and Suits line item 677-266.200-956.300.

APPROVED AS TO FORM:



Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:



Amanda Trujillo, Acting Finance Director

FOR THE CITY OF FLINT:



Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

Monica Galloway, City Council President

SETTLEMENT AGREEMENT

I. RECITALS

- A. This Settlement Agreement (the “Agreement”) is entered into by and between Plaintiffs, Leah Palladeno, Anthony Palladeno Jr., Susan Whalen, and Abel Delgado (collectively “Plaintiffs”), and Defendants, the City of Flint, Timothy Johnson, Kristopher Jones, Bobby Fowlkes, James Guerrero, Terry VanKueren Jr., Chester Claxton, and Tyrone Booth (collectively “Defendants”), (collectively “the Parties”).
- B. Plaintiffs filed a lawsuit, pending before Judge Borman in the United States District Court for the Eastern District of Michigan, Case No. 2:18-cv-11165, alleging that Defendants violated their rights under the U.S. Constitution and state law, and seeking money damages and declaratory and injunctive relief (the “Action”).
- C. Defendants each filed responsive pleadings and the Parties engaged in discovery.
- D. The Parties now desire to settle the Action, and hereby do so according to the following terms and conditions:

II. RELEASE AND DISCHARGE

- A. In consideration of and upon completion of the relief set forth in Section III., the Parties hereby completely, fully, and without reservation, release and forever discharge each other from any and all claims, demands, obligations, actions causes of action, rights, damages, costs, losses of service, expenses, legal fees, and compensation of any nature whatsoever, whether based in tort, contract, constitutional violation, or any other theory of recovery, in law or equity, which the Parties now have, or which may hereafter arise or otherwise be acquired, which are related to or based in any way upon incidents giving rise to the Action.

- B. This release is fully binding and a complete settlement among the Parties, indemnitors, and their heirs and assigns.

III. TERMS AND CONDITIONS OF SETTLEMENT

- A. Within forty five (45) days of Plaintiffs' execution of this Agreement, the City of Flint will pay a lump sum of \$150,000.00 (one hundred and fifty thousand dollars) to resolve all Plaintiffs' outstanding claims for damages and attorneys' fees, delivered and made payable to the American Civil Liberties Union Fund of Michigan, 2966 Woodward Ave., Detroit, Michigan 48201.
- B. Upon execution of this Agreement by Defendants, Plaintiffs will submit a stipulated order voluntarily dismissing the Action with prejudice, attached hereto as Exhibit A, which vests the court with jurisdiction to enforce the Agreement.
- C. Plaintiffs will each execute a Release, attached hereto as Exhibit B, which releases all Defendants named in the Action and all other non-party agents and employees of the City of Flint from all liability to Plaintiffs for anything that occurred relating to or involving the City of Flint meeting held at House of Prayer Missionary Baptist Church on April 20, 2017 Upon receipt of payment as stated in Section III.A., Plaintiffs by their attorneys will forward the executed Releases to counsel for Defendants.
- D. The City of Flint agrees to provide mandatory First Amendment and de-escalation training to all Flint police officers. The training will be done through the Michigan Commission on Law Enforcement Standards and will be complete within a year of the mutual execution of this Agreement. Within thirty (30) days of the completion of the training for all police officers, Defendants will submit to

Plaintiffs' counsel the sign-in sheets from each training as confirmation that all Flint police officers completed both trainings.

- E. The City of Flint will cooperate with the individual Plaintiffs in any efforts Plaintiffs initiate to have the record of their arrests on April 20, 2017 expunged.
- F. The City of Flint agrees not to seek any warrants for the arrest of any Plaintiff or support any charges for anything that occurred relating to the events in question at the House of Prayer Missionary Baptist Church on April 20, 2017, and agrees not to arrest any Plaintiff for anything that happened related thereto on April 20, 2017.
- G. The City of Flint agrees that at any "Town Hall Style," as defined in paragraph III.G.a. below, meeting sponsored by the City that is open to the general public, except City Council and Multiple Member Body meetings as defined by the City of Flint Charter, the City of Flint and its representatives will only implement and enforce the rules attached to this Agreement as Exhibit C and no others.
 - a. "Town Hall Style" meetings are defined as in-person meetings hosted by the City of Flint, regardless of the physical venue, with at least one member of the City Administration, staff or agent designated by the City Administration presenting information, either individually or as a part of a larger panel, to an audience of the general public, for the purpose of relaying information directly with constituents, and also with the purpose of inviting public comment and participation, through a question and answer style forum either following or as part of the City's presentation.

IV. ENFORCEMENT OF AGREEMENT

- A. This Agreement is contingent upon the court overseeing the Action retaining

jurisdiction to enforce the terms of this Agreement pursuant to the terms of the stipulated order attached as Exhibit A.

- B. Nothing in this Agreement shall preclude a Party from taking legal action to enforce this Agreement. If a Party establishes a breach of this Agreement, such Party shall be entitled to damages, equitable relief, costs, and/or attorneys' fees in the discretion of the court.

V. APPLICABLE LAW

- A. This Agreement shall be construed and interpreted in accordance with the laws of the State of Michigan.

VI. SEVERABILITY

- A. The Parties agree that the terms of this Agreement are severable and that the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement.

VII. ADDITIONAL DOCUMENTS

- A. The Parties agree to cooperate fully and execute any and all documents and to take all additional actions necessary to give full force and effect to the basic terms and intent of this Settlement Agreement.

VIII. ENTIRE AGREEMENT

- A. This Agreement contains the entire agreement between Plaintiffs and Defendants, and any and all discussions, understandings or agreement, whether written or oral, had by the Parties with respect to the subject matters hereof are merged into this Agreement, which alone fully and completely expresses the Parties' agreement. This Agreement

may not be modified unless such modification is in writing and signed by all the Parties to be bound.

IX. EXECUTION AUTHORIZED

- A. By execution of this Agreement, the Parties each represent that they each have been duly authorized to enter into this Agreement.

X. COUNTERPART COPIES

- A. This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which when taken together, shall be and constitute one and the same instrument.

Signed and agreed to by:

_____ Date:

_____ (print)
On behalf of the City of Flint

_____ Date:
Leah Palladeno

_____ Date:
Anthony Palladeno Jr.

_____ Date:
Susan Whalen

_____ Date:
Abel Delgado

Date:

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

LEAH PALLADENO, ANTHONY
PALLADENO JR., SUSAN WHALEN,
and ABEL DELGADO,

Plaintiffs,

v.

CITY OF FLINT; TIMOTHY JOHNSON,
Chief of Flint Police Department, in his
official and individual capacities;
KRISTOPHER JONES, a Flint police
officer, in his individual capacity; BOBBY
FOWLKES, a Flint police officer, in his
individual capacity; JAMES GUERRERO,
a Flint police officer, in his individual
capacity; TERRY VANKUEREN JR., a
Flint police officer, in his individual
capacity; CHESTER CLAXTON, a Flint
police officer, in his individual capacity;
and TYRONE BOOTH, a Flint police
officer, in his individual capacity,

Defendants.

Case No. 2:18-cv-11165

Hon. Paul D. Borman

Magistrate Judge David R. Grand

Bonsitu Kitaba-Gaviglio (P78822)
Michael J. Steinberg (P43085)
American Civil Liberties Union
Fund of Michigan
2966 Woodward Avenue
Detroit, MI 48201
(313) 578-6800
msteinberg@aclumich.org
bkitaba@aclumich.org
Attorneys for Plaintiffs

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Alec S. Gibbs (P73593)
Ann A. Lerche (P33331)
Of Counsel,
Cooperating Attorneys, ACLU
Fund
of Michigan
Law Office of Gregory T. Gibbs
717 S. Grand Traverse Street
Flint, MI 48502

Glenn M. Simmington (P33626)
Cooperating Attorney, ACLU Fund of
Michigan
Law Office of Glenn M. Simmington
503 S. Saginaw St., Suite 1000
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simmingtonlaw@gmail.com
Attorneys for Plaintiffs

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*Attorney for Defendant Flint Police
Officers*

(810) 239-9470
Greggibbs51@sbcglobal.net
annlerche@gmail.com
gibbsale@gmail.com
Attorneys for Plaintiffs

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Cooperating Attorney, ACLU
Fund of Michigan
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muna@jondylaw.com
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City of Flint Law Department
1101 S. Saginaw St., 3rd Floor
Flint, MI 48502
(810) 766-7146
eriksson@cityofflint.com
*Attorneys for Defendant City of
Flint and Chief Timothy Johnson*

STIPULATED ORDER OF DISMISSAL

The parties to this litigation have reached a Settlement Agreement that brings this case to a close. Pursuant to Federal Rule of Civil Procedure 41, and based on the parties' Settlement Agreement the Court orders as follows:

1. By incorporating the Settlement Agreement in full into this order, the Court retains jurisdiction to enforce the Settlement Agreement according to its terms.
2. All Plaintiffs' claims as asserted in the Amended Complaint are dismissed with prejudice, and without fees or costs to any party.
3. This is a final order that disposes of all pending claims and closes the case.

IT IS SO ORDERED.

Dated:

Hon. Paul D. Borman
U.S. District Court Judge

The parties consent to the filing of this order:

/s/ _____
Bonsitu Kitaba-Gaviglio (P78822)
Michael J. Steinberg (P43085)
American Civil Liberties Union
Fund of Michigan
2966 Woodward Avenue
Detroit, MI 48201
(313) 578-6800
msteinberg@aclumich.org
bkitaba@aclumich.org

/s/ _____
Gregory T. Gibbs (P26440)
Alec S. Gibbs (P73593)
Ann A. Lerche (P33331)
Of Counsel,
Cooperating Attorneys, ACLU Fund
of Michigan
Law Office of Gregory T. Gibbs
717 S. Grand Traverse Street
Flint, MI 48502

Attorneys for Plaintiffs

/s/ _____

Glenn M. Simmington (P33626)
Cooperating Attorney, ACLU Fund of
Michigan

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Flint, MI 48502
(810) 600-4212

simmingtonlaw@gmail.com

Attorneys for Plaintiffs

/s/ _____

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8455 S. Saginaw St., Ste. 2
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(810) 234-3633

medmunds@edmundslawoffice.com

*Attorney for Defendant Flint Police
Officers*

(810) 239-9470

Greggibbs51@sbcglobal.net

annlerche@gmail.com

gibbsale@gmail.com

Attorneys for Plaintiffs

/s/ _____

Muna Jondy (P70334)
Cooperating Attorney, ACLU
Fund of Michigan

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(810) 820-8691

muna@jondylaw.com

Attorneys for Plaintiffs

/s/ _____

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(810) 766-7146

(810) 766-7146

reriksson@cityofflint.com

*Attorneys for Defendant City of Flint
and Chief Timothy Johnson*

EXHIBIT B

RELEASE

For the sole consideration of **\$150,000.00**, and the promises made to us in a Settlement Agreement which we have executed, the receipt and sufficiency whereof is hereby acknowledged, we hereby release and forever discharge **the City of Flint, Timothy Johnson, Kristopher Jones, Bobby Fowlkes, Tyrone Booth, James Guerrero, Terry Vankueren Jr, Chester Claxton**, and their attorneys, agents, employees, representatives, and assigns (collectively referred to hereinafter as “Defendants”), who expressly deny any liability to us, from all liability to us for damages which we sustained or will sustain in the future arising out an incident which occurred at the House Of Prayer Missionary Baptist Church on April 20, 2017, including but not limited to our arrest, which is the subject of a lawsuit captioned *Palladeno et al. v. City of Flint et al.*, Case No 2:18-cv-11165, pending before Judge Borman in the United States District Court for the Eastern District of Michigan (the “Action”).

We hereby declare that the terms of this release have been completely read and are fully understood and are voluntarily accepted. In addition to the Settlement Agreement agreed to between the parties, this Release is agreed to by us for the purpose of making a full and final compromise and settlement of any and all claims which we have against Defendants as of the date we are signing this release, disputed or otherwise, and for the express purpose of precluding forever any further or additional claims arising out of the previously described incident, including our arrest, except that this release shall not preclude us from taking any action to enforce the Settlement Agreement the terms of which are hereby incorporated into this release.

We understand that no taxes are being withheld from the settlement, and that Defendants have made no representations regarding whether taxes would be owed on the proceeds of the settlement. We agree to indemnify and hold they City of Flint harmless from any tax repercussions

for failing to withhold taxes from the settlement check. This release and the Settlement Agreement contain the entire agreement between the parties. We have not been given any other promises or inducement beyond the consideration described in this document (which incorporates by reference the promises made in the Settlement Agreement).

DATED: _____

Anthony Palladeno

DATED: _____

Leah Palladeno

DATED: _____

Susan Whalen

DATED: _____

Abel Delgado

EXHIBIT C

CITY OF FLINT TOWN HALL STYLE MEETINGS AND PARTICIPATION BY PUBLIC

Rule 1.1 All Town Hall Style meetings shall be open to the general public.

1.2 If more than one City administrator, staff or agent designated by the City Administration is presenting information at the meeting, the City shall designate one of those representatives to oversee the implementation of these rules. That person is considered the "City representative" for purposes of these rules.

1.3 If a member of the public wishes to address any of the City administrators, staff or agents designated by the City Administration about the Town Hall Style meeting, they may do so at the 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 venue of the meeting for the collection of the statements. The City will ensure that the City representative for the Town Hall Style meeting receives the statements in advance of the meeting.

1.4 Members of the public shall have no more than 3 minutes per speaker during public comment and only one speaking opportunity per speaker, unless otherwise permitted by the City representative. 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. Speakers may not allocate or 'donate' their allotted time to another person.

1.5 If a member of the public is addressing the City representative or any of the other speakers at the meeting, he or she shall stand to obtain recognition in the numerical order provided through the numbered speaker slips provided under Rule 1.4.

1.6 Any person while being heard at a Town Hall Style meeting may be called to order by the City representative for failure to be germane, for vulgarity, for personal attack of persons or institutions, or for speaking in excess of the allotted time.

1.7 Any person who is called to order shall thereupon yield the floor until the City representative shall have determined whether he or she is in order. Every question of order shall be decided by the City representative. If a person so engaged in presentation shall be determined by the City representative to be out of order, that person shall not be permitted to continue at the same meeting except on special leave by the City representative.

1.8 The City representative or any other City administrator, staff or agent designated by the City Administration presenting information may respond to any public speaker, subject to all rules of decorum and discipline.

(STATE OF MICHIGAN MIDEAL CONTRACT#071-B7700177)

SUBMISSION NO.: 200033

PRESENTED: 1-22-20

ADOPTED: _____

**RESOLUTION TO BERGER CHEVROLET FOR
TWELVE (12) 2020 CHEVROLET VEHICLES FOR VARIOUS DEPARTMENTS**


BY THE MAYOR:

As part of the replacement plan for FY20, the Fleet Department is requesting the issuance of a purchase order to purchase twelve (12) 2020 Chevrolet vehicles for various departments from Berger Chevrolet, 2525 28th Street S. E., Grand Rapids; and

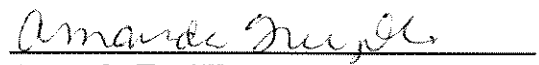
Berger Chevrolet pricing is from the State of Michigan MIDEAL Contract #071-B7700177. Funding for said services will come from the following account: 661-451.100-977.500 (\$402,021).

IT IS RESOLVED, that the Proper City Officials are hereby authorized to approve the issuance of a purchase order to Berger Chevrolet for twelve (12) 2020 Chevrolet vehicles for various departments, in an amount not to exceed \$402,021.00.

APPROVED

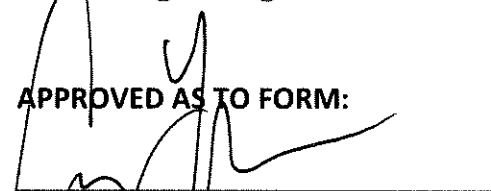


Joyce A. McClane
Purchasing Manager



Amanda Trujillo
Acting Chief Financial Officer

APPROVED AS TO FORM:



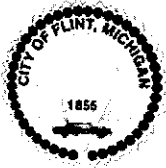
Angela Wheeler
Chief Legal Officer

Sheldon A. Neeley, Mayor

CITY COUNCIL:

Monica Galloway, Council President

/JAM



BID/PROPOSAL RESOLUTION STAFF REVIEW

CITY OF FLINT, Office of Purchases & Supplies

TODAY'S DATE: 12/17/2019

AGENDA ITEM TITLE: Purchase of 2020 Police Vehicles **BID/PROPOSAL#**

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

PREPARED BY: Mike Rule, Fleet Maintenance
(PLEASE TYPE NAME, TITLE, DEPARTMENT)

BACKGROUND/SUMMARY OF PROPOSED ACTION: As part of the FY20 vehicle replacement plan, the Fleet Department is requesting a purchase order for (12) 2020 Chevrolet vehicles for various departments from MIDeal vendor Berger Chevrolet.

FINANCIAL IMPLICATIONS:

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

ACCOUNT NO: 661-451.100-977.500 **AMOUNT:** \$ \$402,021.00

mmp

ACCOUNT NO: **AMOUNT:** \$

ACCOUNT NO: **AMOUNT:** \$

ACCOUNT NO: **AMOUNT:** \$

ACCOUNT NO: **AMOUNT:** \$

ACCOUNT NO: **AMOUNT:** \$

ACCOUNT NO: **AMOUNT:** \$

ACCOUNT NO: **AMOUNT:** \$

PRE-ENCUMBERED? YES NO **REQUISITION NO:** 190002676

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

STAFF RECOMMENDATION: (PLEASE SELECT): APPROVED

STAFF PERSON SIGNATURE: *Michael Rule*
(PLEASE TYPE NAME, TITLE) *Michael Rule, Fleet Manager*

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

Purchase Requisition

01/09/2020
12:01 PM

Purchase Requisition No 200002711

Requested Date 01/09/2020
Required Date
Requested By MRule

Department FLEET

Preferred Vendor Unknown

Address

Req. Description 2019 CHEVROLET VEHICLES

Qty.	Description	GL Number 1	Unit Price	Amount
2	CHEVROLET COLORADO 4WD CREW	661-451.100-977.500	29,412.00	58,824.00
1	CHEVROLET EXPRESS CARGO VAN	661-451.100-977.500	21,829.00	21,829.00
1	CHEVROLET SILVERADO 2500 DB	661-451.100-977.500	31,867.00	31,867.00
7	CHEVROLET SILVERADO 2500 RE	661-451.100-977.500	29,734.00	208,138.00
1	CHEVROLET 1 TON DUAL RR WHE	661-451.100-977.500	37,383.00	37,383.00
			Total:	358,041.00

Fleet Replacement Schedule

Dept ID	Retire Yr	Equip ID	Description	Est Repl Cost	Replace with	Status
Police	19-20	2370	2006 POLICE CHEVY 2WD TAHOE	\$0	4x4 Tahoe PPV	190002676
Fire	19-20	9041	2003 INTERNATIONAL/KME PUMPER	\$60,000	Pumper	9965
Police	19-20	2391	2010 POLICE CHEVY 2WD TAHOE	\$0	4x4 Tahoe PPV	190002676
Police	19-20	2393	2010 POLICE CHEVY 2WD TAHOE	\$0	4x4 Tahoe PPV	190002676
Police	19-20	2363	2006 POLICE CHEVY 2WD TAHOE	\$0	4x4 Tahoe PPV	190002676
Police	19-20	2382	2010 POLICE CHEVY 2WD TAHOE	\$0	4x4 Tahoe PPV	190002676
Police	19-20	2392	2010 POLICE CHEVY 2WD TAHOE	\$0	4x4 Tahoe PPV	190002676
Police	19-20	2396	2010 POLICE CHEVY 2WD TAHOE	\$0	4x4 Tahoe PPV	190002676
Police	19-20	2910	2001 CHEVROLET 3/4 TON VAN	\$50,000	Cargo Van	
Police	19-20	2919	2001 CHEVROLET 3/4 TON VAN	\$50,000	Cargo Van	
Streets	19-20	4032	2008 CHEVROLET 2500HD 2WD PK	\$37,000	1 ton 4x4 dump body w/ 9' plow	190002676
Streets	19-20	4428	2007 PETERBILT TANDEM DUMP		Tandem Axle Dump w/underbody, fnt plow, salt	19-002041
Streets	19-20	4428	2007 PETERBILT TANDEM DUMP		Tandem Axle Dump w/underbody, fnt plow, salt	19-002041
Streets	19-20	4431	2007 PETERBILT TANDEM DUMP		Tandem Axle Dump w/underbody, fnt plow, salt	19-002041
Streets	19-20	6418	1999 INGERSOLL RAND 5-8T ASPH		Roller	6452
BSI	19-20	4302	2008 CHEVROLET 2500HD 2WD PKU	\$33,800	3/4 ton 4x4 reg cab 8' box	190002676
BSI	19-20	4303	2008 CHEVROLET 2500HD 2WD PKU	\$33,800	3/4 ton 4x4 reg cab 8' box	190002676
BSI	19-20	4305	2008 CHEVROLET 2500HD 2WD PKU	\$33,800	3/4 ton 4x4 reg cab 8' box	190002676
Fac Maint	19-20	0911	2009 CHEVROLET 2500HD 4WD PKU	\$33,800	3/4 ton 4x4 reg cab 8' box	190002676
Fire	19-20	9014	1991 EMERGENCY ONE FIRE PUMPE	\$650,000	Pumper	9968
Fire	19-20	9943	2007 CHEVROLET TRAILBLAZER	\$24,000	Mid Size SUV	
Fleet	19-20	4302	2008 CHEVROLET 2500HD 2WD PKU	\$38,000	3/4 ton 4x4 reg cab 8' box	190002676
Police	19-20	2390	2010 POLICE CHEVY 2WD TAHOE	\$0	4x4 Tahoe PPV	190002676
Police	19-20	2806	2012 CHEV IMPALA 4 DOOR	\$28,000	Mid size passenger	
Police	19-20	2809	2012 CHEV IMPALA 4 DOOR	\$28,000	Mid size passenger	
Police	19-20	2810	2012 CHEV IMPALA 4 DOOR	\$28,000	Mid size passenger	
Police	19-20	2811	2012 CHEV IMPALA 4 DOOR	\$28,000	Mid size passenger	
Police	19-20	2812	2013 CHEV IMPALA 4 DOOR	\$28,000	Mid size passenger	
Police	19-20	2813	2012 CHEV IMPALA 4 DOOR	\$28,000	Mid size passenger	
Police	19-20	2815	2012 CHEV IMPALA 4 DOOR	\$28,000	Mid size passenger	
Police	19-20	2816	2012 CHEV IMPALA 4 DOOR	\$28,000	Mid size passenger	
Streets	19-20	4423	2008 PETERBILT TANDEM DUMP		Tandem Axle Dump w/underbody, fnt plow, salt	19-002041
Streets	19-20	4424	2008 PETERBILT TANDEM DUMP		Tandem Axle Dump w/underbody, fnt plow, salt	19-002041
Streets	19-20	4425	2008 PETERBILT TANDEM DUMP		Tandem Axle Dump w/underbody, fnt plow, salt	19-002041
Streets	19-20	4542	1998 GMC MED DUTY DUMP/SPREAD		Tandem Axle Dump w/underbody, fnt plow, salt	19-002041
Streets	19-20	6085	(LEASED) JOHN DEERE 844K WHEE		Wheel Loader	6091
Water Plant	19-20	7008	2003 CHEV C3500 1TON VAN	\$32,000	3/4 ton Van w/shelving, rr windows, ladder rack	190002676
Water Plant	19-20	7028	2008 CHEVROLET 2500HD 4WD PKU	\$33,800	3/4 ton 4x4 reg cab 8' box	190002676
WPC	19-20	7014	2008 CHEVROLET 2500HD 4WD PKU	\$33,800	3/4 ton reg cab 4x4 8' box	190002676
WPC	19-20	7029	2008 CHEVROLET 2500HD 4WD PKU	\$33,800	3/4 ton reg cab 4x4 8' box	190002676
WPC	19-20	7908	2015 JD TRACTOR-LOADER-BACKHO		Backhoe Loader	Lease 6/12/20
WSC-Sewer	19-20	7440	2014 JD TRACTOR-LOADER-BACKHO		Backhoe Loader	7445
WSC-Sewer	19-20	7413	2007 STERLING VACTOR JET		Vactor	19-001477
WSC-Water	19-20	7441	2014 JD TRACTOR-LOADER-BACKHO		Backhoe Loader	7448
WSC-Water	19-20	7529	2009 CHEVROLET COLORADO 4DR P	\$28,000	Mid size truck	190002676
WSC-Sewer	19-20	D14-7408	2015 FREIGHTLINER VACTOR JET		Sewer Cleaner	190001523
WSC-Sewer	19-20	D14-7409	2015 FREIGHTLINER VACTOR JET		Sewer Cleaner	190001523
WSC-Water	19-20	7443	2015 JD TRACTOR-LOADER-BACKHO		Backhoe Loader	Lease 6/12/20
Traffic	19-20	4110	2017 CHEV 2500 4X4 DBL CAB	\$34,000	TRUCK	190002676
Police	19-20	2385	Previously replaced Tahoe PPV	\$0	4x4 Tahoe PPV	190002676
Police	19-20	2386	Previously replaced Tahoe PPV	\$0	4x4 Tahoe PPV	190002676
Police	19-20	2387	Previously replaced Tahoe PPV	\$0	4x4 Tahoe PPV	190002676
Police	19-20	2383	Previously replaced Tahoe PPV	\$0	4x4 Tahoe PPV	190002676
WSC-Water	19-20	7500	SULLIVAN COMPRESSOR	\$15,000	SULLIVAN COMPRESSOR	
WSC-Water	19-20	7501	SULLIVAN COMPRESSOR	\$15,000	SULLIVAN COMPRESSOR	
WSC-Water	19-20		HYDROVAC		New	190002674
Police			Cameras for 12 Police Cars		New	

(SOURCEWELL CONTRACT#122017-FSC)

SUBMISSION NO.: 200034

PRESENTED: 1-22-20

ADOPTED: _____

**RESOLUTION TO JACK DOHENY COMPANIES FOR
ONE (1) VACTOR HYDRO EXCAVATOR MODEL HXX 824**

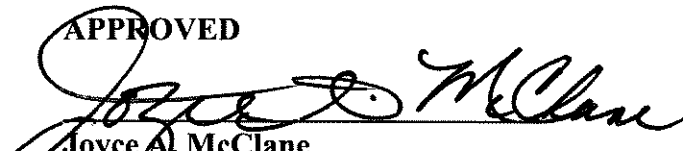
BY THE MAYOR:


As part of the replacement plan for FY20, the Fleet Department is requesting the issuance of a purchase order to purchase one (1) 2019 Vactor Hydro Excavator model HXX 824 from Jack Doheny Companies using Sourcewell Contract #122017-FSC.; and

Jack Doheny Companies pricing includes the trade-in of two (2) 2014 Vactor Combo Units. Funding for said services will come from the following account: 661-451.100-977.500 (\$132,660).


IT IS RESOLVED, that the Proper City Officials are hereby authorized to approve the issuance of a purchase order to Jack Doheny Companies for one (1) Vactor Hydro Excavator Model HXX824 with price including the trade-in of two (2) Vactor Combo Units, in an amount not to exceed \$132,660.00.

APPROVED


Joyce A. McClane
Purchasing Manager


Amanda Trujillo
Acting Chief Financial Officer

APPROVED AS TO FORM:


Angela Wheeler
Chief Legal Officer

Sheldon A. Neeley, Mayor

CITY COUNCIL:

Monica Galloway, Council President





VACTOR
VACUUM EXCAVATORS

Vactor® HXX® Midsize Models



**STAFF REVIEW
FOR INTER-OFFICE DEPARTMENT
AWARDED BIDDER RESULTS**

CITY OF FLINT, Office of Purchases & Supplies

TODAY'S DATE: 12/11/2019

**AGENDA ITEM TITLE: BID/PROPOSAL# ADOPTED RESOLUTION #
ADOPTED RESOLUTION AMOUNT FOR THIS CURRENT VENDOR \$ 132,660.00**

VENDOR NAME: Jack Doheny Companies

**PREPARED BY: Cheri Priest, WSC Administrative Manager, Sewer
(PLEASE TYPE NAME, TITLE, DEPARTMENT)**

BACKGROUND/SUMMARY OF PROPOSED ACTION:

Purchase of 1 Vactor HydroExcavator Model HXX 824. Price includes the trade-in of (2) 2014 Vactor Combo Units. See attached proposal.

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

ACCOUNT NO: 661-451,100-977.500 **AMOUNT:** \$ 132,660.00
ACCOUNT NO: **AMOUNT:** \$
ACCOUNT NO: **AMOUNT:** \$

camp

PRE-ENCUMBERED? YES X NO REQUISITION NO: 190002674

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

STAFF RECOMMENDATION: (PLEASE SELECT): APPROVED

STAFF PERSON SIGNATURE: *Robert Bincsik*

(PLEASE TYPE NAME, TITLE) Robert Bincsik, Director of Public Works

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



Proposal Submittal For The Following:

Date: 12/3/2019
Branch: 01-Northville

**EQ# 17381 - Single Engine Hydro Excavation Machine with Positive Displacement
Vacuum System Mounted on a Heavy Duty Truck Chassis**

VACTOR[®]
Subsidiary of Federal Signal Corporation

Sourcewell Contract #122017-FSC

City of Flint
Attn: Mr. Mike Rule, Fleet Manager
702 W. 12th Street
Flint, MI 48502
mrule@cityofflint.com

PROPOSAL ID: 14062

WWW.DOHENYCOMPANIES.COM

			List	Selected
1	21HXPD36	HXX PD, 18" Vacuum, 12 yrd Debris, 1200 Gal Water	\$279,204.00	\$279,204.00
1	H160STD	Mandatory Transference Mounting Charge	STD	STD
1	H002STD	DigRight Technology	STD	STD
1	H015ASTD	Blower-Roots 824RCS/18"	STD	STD
1	H011STD	Aluminum Fenders	STD	STD
1	H012STD	Mud Flaps	STD	STD
1	H016STD	Sealed Electrical System	STD	STD
1	H017ASTD	Single Cyclone Separator	STD	STD
1	H020STD	Double Acting Dump Hoist	STD	STD
1	H022STD	2" Y-Strainer w/25' Fill Hose	STD	STD
1	H026STD	Exten Steel Debris Body	STD	STD
1	H040STD	Electronic Low Water Indicator	STD	STD
1	H046STD	Fixed Pipe Rack, R/D	STD	STD
1	H047STD	Flat Rear Door w/Hyd Locks/Lift	STD	STD
1	H048STD	8" ID Vacuum System	STD	STD
1	H049STD	Multi Flow System	STD	STD
1	H050STD	Handgun Kit 5gpm/10gpm	STD	STD
1	H051STD	75' Retractable Handgun Reel	STD	STD
1	H055STD	Vacuum Relief	STD	STD
1	H056STD	Electronic Back-Up Alarm	STD	STD
1	H057STD	3" Water Tank Drain	STD	STD
1	H058STD	2-1/2" Cam-Lok Water Fill Fittings	STD	STD
1	H059STD	Control Panel Boom Control	STD	STD
1	H060STD	Circuit Breakers	STD	STD
1	H061STD	Tow Hooks -- Rear	STD	STD
1	H063STD	Hydrant Wrench/Tool Package	STD	STD
1	H067STD	Debris Body Deflectors	STD	STD
1	H068STD	S.S. Float Ball Shut Off	STD	STD
1	H069STD	Manual hand pump for boom hydraulic override	STD	STD
1	H080STD	Electronic Low Water Indicator	STD	STD
1	H101STD	1200 Gallon Poly Water Tank	STD	STD
1	H102STD	6" Rear Door Knife Valve w/Camloc, 6:00 position - Standard	STD	STD
1	H103STD	Control Cabinet Tool Box - 36w x 24h x 12d	STD	STD
1	H104STD	Water Pump Cabinet Tool Box - 50w x 30h x 30d	STD	STD
1	H105STD	Digging Lance Package	STD	STD
1	H127STD	Grounding cable to tie debris body, sub frame, and chassis	STD	STD
1	H1025STD	8" Inspection Port W/Ladder	STD	STD
1	H1027STD	Removable Boom Turret Box	STD	STD
1	H4011STD	Wireless Remote w/Pump, Vac-Relief - Hand-held	STD	STD
1	H4012STD	Remote Corded Pendant	STD	STD
1	H4019ASTD	ISO 46 Hydraulic Oil	STD	STD
1	H6017STD	Hydraulic Tank Shutoff Valves	STD	STD
1	H8021STD	8" Vacuum Tube Package w/8" Dig Tube	STD	STD
1	H8025ASTD	LED Lights, Clearance, Stop, Tail, Turn, Backup	STD	STD
1	H9031STD	Camera System, Rear Only	STD	STD

1	H1015	Folding Pipe Rack, Curbside	\$987.00	\$ 987.00
1	H1015A	Folding Pipe Rack, Streetside	\$987.00	\$ 987.00
1	H1022STD	Rear Door Splash Shield	STD	STD
1	H1023	Lube Manifold	\$2,162.00	\$ 2,162.00
1	H1023A	Plastic Lube Chart, included with Lube Manifold	STD	STD
1	H1026	Debris Body Vibrator, Electric	\$1,631.00	\$ 1,631.00
1	H1040	Float Ball Screen, Perforated Plastic	\$938.00	\$ 938.00
1	H1036	Vacuum Enhancer	\$2,057.00	\$ 2,057.00
1	H2006	Air Purge	\$1,226.00	\$ 1,226.00
1	H2021B	Water Heater, 400,000 BTU's	\$6,314.00	\$ 6,314.00
1	H4004A	7ft Telescoping Boom, 320 deg. with Removable Turret Box	\$5,202.00	\$ 5,202.00
1	H4022STD	Telescopic Boom Elbow, Standard	STD	STD
1	H5010C	Cold Weather Package 2 - Includes PTO Cold Weather Recirculator	\$7,268.00	\$ 7,268.00
1	H5017A	20 GPM/3000 PSI Water System in lieu of 10 GPM	\$8,879.00	\$ 8,879.00
1	H8001B	1 Piece Rear LED Arrow Stick - 8 Light Federal Signal SM Series	\$1,964.00	\$ 1,964.00
1	H8007	Strobe Light, Rear, Federal Signal US-5 Series, Amber	\$926.00	\$ 926.00
1	H9006STD	Hydroexcavating Digging Nozzles & Single Jet Spinner	STD	STD
1	H9022	Water Tank Toolbox Driver Side, 48w x 24h x 12d	\$876.00	\$ 876.00
1	H9025STD	Toolbox, Passenger Side Subframe in lieu of Tool Tray, 104w x 24h x 22d	STD	STD
1	HP112STD	Module Paint, DuPont Imron Elite - Sanded Primer Base	STD	STD
1	LOGO-APPL.	Vactor Logos - Applied	STD	STD
1	500655B-30	Vactor Standard Manual and USB Version - 1 + Dealer	STD	STD
1	R35512	Chassis modification - Dealer installed pusher axle (10k capacity) w/Alcoa aluminum outer rear wheels	STD	STD
Chassis (Non-Sourcwell):				
1	HOKT370A-2019-CH	Vactor Supplied Chassis, Tandem Axle w/ Steerable Pusher-Axle, 2019 Kenworth T440 SBA, 370 HP, Auto, 74,000 GVWR, GHG17 Emissions	\$117,995.00	\$ 117,995.00

Module Paint Color - White

Cab Color - White

Sourcewell Build-Proposal Summary

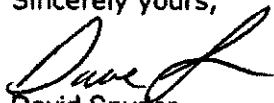
Vector HydroExcavator Model HXX 824/Options Total:	\$320,621.00
Options Sourcewell Discount 3%:	\$9,619.00
Module/Options Total per Sourcewell Price Schedule:	\$311,002.00
Non Sourcewell Options Total:	\$ -
Total with Module and All Options:	\$ 311,002.00
Vector Supplied Stock Kenworth T440 Chassis (JDC Net):	\$ 117,995.00
Total with Module, Options, and Chassis:	\$ 428,997.00
Freight/PDI and JDC Prep:	\$ 3,500.00
Orientation and Field Training:	\$ 2,000.00
Total Unit Pricing (FOB - Flint, MI):	\$ 434,497.00
Trade-In Allowance 2014 Vector Combo Unit #1:	\$ 150,918.50
Trade-In Allowance 2014 Vector Combo Unit #2:	\$ 150,918.50
Total Trade-In Allowance (2) 2014 Vector Combo Units:	\$ 301,837.00
Net Total with Trade-Ins:	\$ 132,660.00
*Trade-In Allowances expire December 31, 2019	

Terms and Conditions

- Acceptance of this Proposal is subject to availability of the Equipment listed above.
- Sales Price does not include any applicable sales taxes. Buyer is responsible for and agrees to pay all applicable sales tax.
- The Sale of New Equipment Terms and Conditions are incorporated into and made a part of this Proposal upon acceptance and execution of this Proposal by both parties.
- Execution of this Proposal by Seller and Buyer constitutes a binding agreement between the parties.
- All payments to be sent by Wire/ACH or mailed to Jack Doheny Companies, ATTN: Accounts Receivable, P.O. 609, Northville, Michigan 48167. Please reference the Invoice No. on all payments.
- If this Proposal is not executed by both parties within thirty (30) calendar days from the Proposal Date, this Proposal shall become null and void, unless subsequently executed by both Buyer and Seller.

Thank you for your consideration of this proposal.

Sincerely yours,



David Snyder
Regional Sales Representative
248/939-3223
DavidSnyder@dohenycompany.com

This proposal becomes a contract for delivery and payment of the merchandise listed above only when signed by the customer or one of its officers.

Customer: City of Flint

By: _____

Date: _____

(Bid No. 20000003)

SUBMISSION NO.: 200035

PRESENTED: 1-22-20

ADOPTED: _____

BY THE MAYOR

RESOLUTION TO LIGHTLE ENTERPRISES OF OHIO LLC FOR TRAFFIC CONES, DRUMS AND BARRICADES

The Department of Purchases & Supplies has solicited bids for Traffic Cones, Drums and Barricades for the City of Flint Department of Public Works (DPW) as requested by multiple departments; and

Lightle Enterprises of Ohio LLC, PO Box 329, Frankfort, OH, was the lowest responsive bidder for said requirements for two (2) years. Funding for said services will come from the following accounts: 202-443.201-726.000 (\$50,000), 203-443.201-726.000 (\$37,000); and


IT IS RESOLVED, that the Department of Purchases and Supplies is to issue a purchase order to Lightle Enterprises for Traffic Cones, Drums and Barricades in an annual amount not to exceed \$87,000.00 FY19/20 budget and \$87,000.00 pending adoption of the FY20/21 budget.

APPROVED


Joyce A. McClane
Purchasing Manager


Amanda Trujillo
Acting Chief Financial Officer

APPROVED AS TO FORM:


Angela Wheeler
Chief Legal Officer

Sheldon A. Neeley, Mayor

CITY COUNCIL:

Monica Galloway, Council President

/JAM

RESOLUTION STAFF REVIEW

DATE: June 17, 2019 *Rec'd 8/16/19*

Agenda Item Title: Lightle Enterprises

Prepared By: Rodney McGaha for Betty Wideman

Background/Summary of Proposed Action:

To maintain the traffic in work zones and Special Events. In performing these duties, barricades, drums, and cones, which comply with MDOT, must be used. Annually needed due to accident damage, theft, or its reflectibility.

Financial Implications: There is money in the account listed below.

Budgeted Expenditure? Yes No Please explain if no:

Account No.: 202-443.201-726.000 & 203-443.200-726.000 *mmp*

Pre-encumbered? Yes No Requisition # 190002081

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

Staff Recommendation: Recommend Approval

Staff Person:

Betty J. Wideman

Betty Wideman, Transportation Division Manager

P20000003 - Traffic Cones, Drums & Barricades	Year 1 Unit Cost	Year 2 Unit Cost
Lightle Enterprises o Ohio LLC	\$ 72,966.00	\$ 75,815.00
Premier Safety	\$ 81,840.00	\$ 86,920.00
<i>Complete details for each bidder is attached</i>		

MYR0232020

Proposal #20000551

SUBMISSION NO.: 200036

PRESENTED: 1-22-20

ADOPTED: _____

BY THE MAYOR:

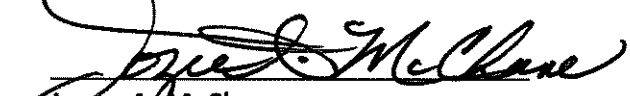
**RESOLUTION TO ROWE PROFESSIONAL SERVICES FOR
PRELIMINARY ENGINEERING SERVICES FOR REPLACEMENT OF #2840 FENTON ROAD BRIDGE
OVER THREAD CREEK**

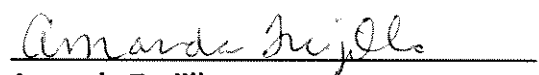
On December 4, 2019, the Department of Purchases & Supplies received proposals for Preliminary Engineering Services for replacement bridge #2840, Fenton Road over Thread Creek. Two companies submitted proposals. (Rowe Engineering and DLZ)

Rowe Professional Services was awarded the bid. This bridge is scheduled to be replaced in the year 2021. Funding for said services will come from the following account: 202-441.702-801.000 (\$184,850); and

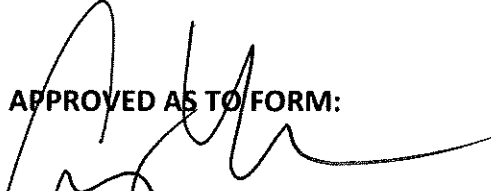
IT IS RESOLVED, that the Proper City Officials, upon City Council's approval, are hereby authorized to enter into a contract with Rowe Professional Services, for preliminary engineering services for bridge #2840 Fenton Road in the **amount not to exceed \$184,850.00.**

APPROVED


Joyce A. McClane
Purchasing Manager


Amanda Trujillo
Acting Chief Financial Officer

APPROVED AS TO FORM:


Angela Wheeler
Chief Legal Officer

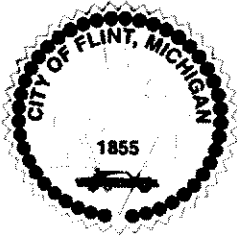
Sheldon A. Neeley, Mayor

CITY COUNCIL:

Monica Galloway, Council President

/JAM

18/6



CITY OF FLINT

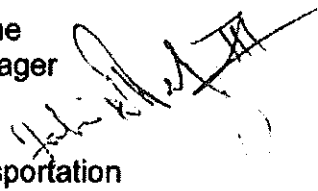
DEPARTMENT OF PUBLIC WORKS

Sheldon A. Neeley
Mayor

John Daly
Director of Transportation

January 8, 2020

TO: Joyce A. McClane
Purchasing Manager

FROM: John H. Daly, III 
Director of Transportation

SUBJECT: RECOMMENDATION – PE SERVICES FENTON RD. OVER THREAD
CREEK, PROPOSAL #20-551

I have carefully reviewed the proposals for preliminary engineering services for bridge #2840, Fenton Rd. over Thread Creek. I am recommending the bidder with the highest score, Rowe Professional Services Company, in the amount not to exceed \$184,850.00.

Requisition 190002710 has been created, using account 202-441.702-801.000.

If you have any questions or concerns, feel free to give me a call at ext. 2601.

/krr



**STAFF REVIEW
FOR INTER-OFFICE DEPARTMENT
AWARDED BIDDER RESULTS**

CITY OF FLINT. Office of Purchases & Supplies

TODAY'S DATE: 1/9/2020

AGENDA ITEM TITLE: Preliminary Engineering Services – Fenton Rd. bridge over Thread Creek

BID/PROPOSAL# 20000551 ADOPTED RESOLUTION #

ADOPTED RESOLUTION AMOUNT FOR THIS CURRENT VENDOR \$

VENDOR NAME: Rowe Professional Services

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

BACKGROUND/SUMMARY OF PROPOSED ACTION:

Resolution to award the preliminary engineering services for the replacement of the Fenton Rd. bridge over Thread Creek. This bridge is scheduled to be replaced in the year 2021.

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

ACCOUNT NO: 202-441.702-801.000 **AMOUNT:** \$ 184,850.00 *camp*

PRE-ENCUMBERED? YES NO REQUISITION NO: 15002710 *20 JAM*

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

STAFF RECOMMENDATION: (PLEASE SELECT): APPROVED

STAFF PERSON SIGNATURE:

(PLEASE TYPE NAME, TITLE)

John H. Daly, III
John H. Daly, III, Director of Transportation & Infrastructure

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



Cost Estimate

Based on ROWE's project approach, organization, and staffing detailed in our technical proposal, following are our costs for the city's project activities.

The costs below are "not to exceed" and include all associated costs for each task.

Task A: Topographic Survey and Design Engineering	\$147,000
Task B: Mussel Survey and Relocation (State-Threatened Species)	\$17,000
Task C: Geotechnical Investigation and Asbestos Testing	<u>\$18,100</u>
TOTAL	\$182,100

This not to exceed price is based on the replacement of the Fenton Road bridge in a location other than its current location under the I-69 structure by realigning either Fenton Road or Thread Creek.



If a Federal listed species is found during the mussel survey, ASTI proposes to complete the relocation for a "not to exceed" price of \$2,750.

Category	Billing Rate Range
Professional Engineer.....	\$120-165
Graduate Engineer	\$106-115
Engineering Technician	\$85-105
Professional Surveyor.....	\$116-152
Graduate Surveyor	\$89-95
Survey Project Coordinator	\$113-121
Survey Office Technician.....	\$74-95
Survey Crew Chief.....	\$89-100
Survey Field Technician.....	\$88-84
Support & Clerical.....	\$58-105
Co-Ops/Interns	\$63-68
Principals/Department Heads	\$163-173

Confidential Information: This information may be provided to clients or prospective clients for background information. Recipients are asked to keep this information **CONFIDENTIAL** and not distribute to other firms, entities, or persons without explicit approval from ROWE.

- * The above rates are valid through April 2020. ROWE adjusts billing rates every April. The new rates will be forwarded to our clients at that time.
- ** Reimbursable expenses, such as travel, meals, equipment, and reproduction are included in the above rates.

RESOLUTION NO.: 200037
 PRESENTED: 1-22-20
 ADOPTED: _____

**RESOLUTION ESTABLISHING GUIDELINES FOR GRANTING OF HARDSHIP
 EXEMPTIONS FROM PROPERTY TAXES PURSUANT TO MCL 211.7u AND
 ESTABLISHING BEGINNING DATE FOR THE BOARD OF REVIEW**

WHEREAS, P.A. 390 of 1994, which amended Section 7u of Act 206 of the Public Acts of 1893, as amended by Act 313 of the Public Acts of 1993, being section 211.7u of the Michigan Compiled Laws, requires the governing body of the assessing unit to determine and make available to the public the policy and guidelines for granting of poverty exemptions under MCL 211.70;

THEREFORE, BE IT RESOLVED, That to be eligible for consideration of a hardship exemption pursuant to MCL 211.7u in the City of Flint, a person must be the owner and must occupy the property as a homestead, as defined, for which the exemption is requested; file a completed and notarized application; submit copies of federal and state income tax returns for ALL persons that resided in the homestead including property tax credit forms and/or Statement of Benefits paid from Michigan Department of Social Services or Social Security Administration; and meet City of Flint poverty income standards;

BE IT FURTHER RESOLVED, That the applicant and ALL qualifying persons that resided in the home must have an annual adjusted income less than the Federal Poverty Guidelines;

BE IT FURTHER RESOLVED, That the applicant's asset level, excluding the homestead, may not exceed \$10,000; regardless of income level.

BE IT FURTHER RESOLVED, That the applicant may not have ownership interest in any real estate other than the homestead, nor shall anyone else living outside of the household have interest in this homestead and must own the home for at least one calendar year;

BE IT FURTHER RESOLVED, That a hardship exemption may be granted for only one year at a time;

BE IT FURTHER RESOLVED, That the board of review shall request identification of the applicant and/or proof of ownership of the homestead under consideration for hardship exemption;

BE IT FURTHER RESOLVED, That the board of review may request from the applicant any supporting documents which may be utilized in determining a hardship exemption request;

BE IT FURTHER RESOLVED, That the completed hardship exemption application must be filed after January 1, but before the day prior to the last day of the board of review in the year for which exemption is sought;

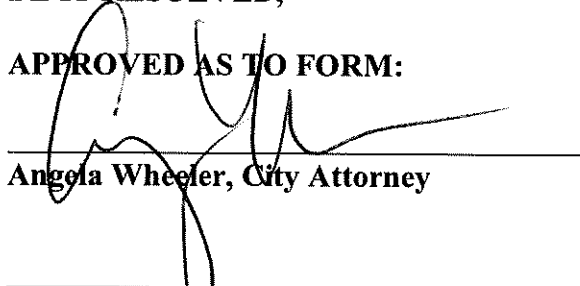
BE IT FURTHER RESOLVED, That the board of review shall administer an oath wherein the applicant testifies as to the accuracy of the information provided;

BE IT FURTHER RESOLVED, That the board of review may deviate from the established policy and guidelines only for substantial and compelling reasons. The applicant will be notified, in writing, the reasons for deviating from the policy and guidelines for hardship exemption;

BE IT FINALLY RESOLVED, That to conform with the provisions of P.A. 390 of 1994, this resolution is hereby given immediate effect.

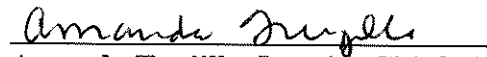
BE IT RESOLVED,

APPROVED AS TO FORM:



Angela Wheeler, City Attorney

APPROVED AS TO FINANCE:



Amanda Trujillo, Interim Chief Financial Officer



Sheldon Neely, Mayor

CITY COUNCIL:

Monica Galloway, Council President

2020 HARDSHIP EXEMPTION APPLICATION INSTRUCTIONS

THIS APPLICATION SHOULD BE RETURNED TO:

City of Flint, Assessing Division. 1101 S Saginaw St, Flint MI 48502

2020 City of Flint

To be considered for a hardship exemption, **the following steps must be followed:**

1. The Petitioner must complete this application in full, including signatures on the last page and those signatures **must be notarized**. Return the application and attachments to the Assessing Department at least 5 days prior to the beginning of the Board of Review.
2. Per City of Flint Resolution, **you must attach signed copies of the following for all persons living in the household AND all owners of the residence:**
 - ___ 2019 FEDERAL INCOME TAX RETURN (1040)
2019 W 2's & 1099's.
 - ___ 2019 MICHIGAN INCOME TAX RETURN (MI-1040)
 - ___ 2019 HOMESTEAD PROPERTY TAX CREDIT FORM (MI-1040CR)
 - ___ 2019 SOCIAL SECURITY BENEFIT STATEMENT (SSA-1099)
 - ___ YEAR END STATEMENTS FOR ASSET INFORMATION (*SEE LIST ON PG 5 OF 8*)
 - ___ IF YOU'RE CLAIMING NO INCOME, YOU MUST SUBMIT A DETAILED & NOTARIZED LETTER EXPLAINING HOW EXPENSES ARE BEING MET.
 - ___ IF BILLS ARE PAID BY FRIEND/FAMILY MEMBER OR YOU RECEIVED MONEY FROM A FRIEND OR FAMILY MEMBER, YOU MUST PROVIDE A SIGNED AND NOTARIZED LETTER FROM THAT PERSON(S) STATING HOW MUCH FINANCIAL SUPPORT THEY GIVE
3. Produce a valid driver's license or other form of picture identification;
4. Be able to produce a deed, land contract, or other evidence of ownership of the property for which the exemption is being requested, **if not in Assessor's records**;
5. Meet the federal poverty income guidelines for the household, which are updated annually in the federal register by the United States Department of Health and Human Services; and
6. Meet the claimant and total household **asset levels** set by the Flint City Council.

If your application does not include copies of the above documents or if your signature is not notarized, it will be considered incomplete and therefore ineligible for a Hardship Exemption.

Hardship Exemption as defined by the Michigan Compiled Laws is as follows:

Section 211.7u: The homestead of persons who, in the judgment of the supervisor and board of review, by reason of poverty, are unable to contribute toward the public charges is eligible for exemption in whole or in part from taxation under this act.

Please be aware that as an applicant for Hardship Exemption, you must also comply with the following sections of the Michigan Compiled Laws:

Section 211.116 Perjury: Any person who, under any of the proceedings required or permitted by this act, shall willfully swear falsely, will be guilty of perjury and subject to its penalties.

If received timely, your application will be presented at the next scheduled Board of Review. The Board of Review schedule for 2019 is as follows:

March: Begins on Monday, March 9, 2020
July: Tuesday, July 21, 2020
December: Tuesday, December 15, 2020

If you have any questions, feel free to contact the Assessing Department at 810-766-7255

INCOME & ASSET GUIDELINES FOR HARDSHIP EXEMPTIONS

If your income exceeds the amounts shown or your assets exceed the amounts shown, unless the Board of Review determines there are substantial and compelling reasons why there should be a deviation from this policy and guidelines, you are **NOT** eligible for a Hardship Exemption.

The applicant **shall not** be eligible for consideration, if 85% of the total household income exceeds the current income standards developed by the Flint City Council. The excluded 15% of the total household income shall be earmarked for family medical needs. For 2020, the limits are:

Family Unit:	Gross Annual Income Can Not Exceed:	Adjusted Annual Household Income Can Not Exceed:
Family unit of 1 member	\$20,000	\$17,000
Family unit of 2 members	\$22,500	\$19,125
Family unit of 3 members	\$24,520	\$21,330
Family unit of 4 members	\$29,600	\$25,750
Family unit of 5 members	\$34,700	\$30,170
Family unit of 6 members	\$39,800	\$34,590
Family unit of 7 members	\$44,900	\$39,010
Family unit of 8 members	\$50,000	\$43,430
Each family member greater than 8	\$5,200	\$4,420

When determining any poverty exemption, all assets of the family unit, as well as all available sources of income or funds shall be considered. The value of additional assets shall not exceed three (3) times the annual household income of the applicant.

Asset Eligibility

Applicants can have **no more than \$10,000 in assets** to be eligible for consideration and no more cash than an amount equal to one month's gross household income. Assets do not include the homestead or one (1) automobile. Assets do include: stocks, bonds, mutual funds, insurance policies, coin collections, boats, ORVs, motorcycles, recreational vehicles, second homes or sellable property, retirement accounts, jewelry, etc.

GUIDELINES BY WHICH HARDSHIP EXEMPTIONS ARE DETERMINED

1. Completed application form and all required documents and attachments **MUST** be filed with the City Assessor's Office no later than:

March 6, 2020 for action by the March Board of Review; or

July 17, 2020 for action by the July Board of Review; or

December 11, 2020 for action by the December Board of Review.

Sign the form when you return it to the City Assessor's Office. It **MUST** be notarized **OR** witnessed by a member of the City Assessor's staff.

NOTE: The filing of a claim constitutes an appearance before the Board of Review. Also, the dates for filing will be updated annually in accordance with the State of Michigan Property Tax Calendar.

2. The Board of Review determines if Income Standards have been met.
3. The Board of Review determines if Asset limits have been met.
 - a. Cash assets to the total household may not exceed an amount equal to one month's gross household income. Cash assets are defined as cash, money held in checking or savings accounts, money markets and other financial institution accounts, and/or instruments or securities which can be readily converted to cash.
 - b. Non-cash assets to the total household may not exceed \$10,000. Non-cash assets are defined as those which are not considered to be cash assets, as defined above. The following assets are excluded from this limit:
 1. Applicant's homestead
 2. Applicant's household personal property
 3. Assets not accessible by the applicant, co-owner or any member of the applicant's household.
 4. All applicants, if approved by the Board of Review, shall pay taxes equal to 3.5% of household income. ***This does not include any special assessments that are assessed to the property.***
 5. The Board of Review will consider all revenue and non-revenue producing assets of the owner, co-owner and all members of the household. Any attempt to hide and/or shift assets to another person, business or corporation shall be grounds for denial.

4. The Board of Review will consider the effect of all Michigan Income Tax Credits the applicant receives or can receive. Credits include Homestead Property Tax credits, Senior Citizen Prescription Drug credits and Home Heating credits.
5. If no income is submitted then the Board of Review will use monthly expenses to determine annual income.
6. Applications must be filed every year. If granted, the exemption is for current year only.
7. **Applicant may not have ownership interest in any real estate other than the homestead and must own the homestead for, at least, one (1) calendar year.** Also, no person living outside the household shall have interest in the homestead.
8. All applications will be reviewed by the Board of Review. The Board may ask applicants, or their authorized agents, to be physically present to answer questions. Teleconferencing for the purpose of asking questions of the applicant is allowable if the applicant is not able to attend.
9. Applicants, or their authorized agents, may have to answer questions regarding such subject as financial affairs, health and/or the status of people living in the principal residence at a meeting that is open to the public.
10. All applications will be evaluated based on data and statements given to the Board by the applicant. The Board can also use information gathered from any other source.
11. The Board of Review shall follow the policy and guidelines established herein when granting or denying an exemption.
12. The Board of Review may deviate from the guidelines if it determines there are substantial and compelling reasons which are to be communicated, in writing, to the applicant. Compelling reasons include, but are not limited to, excessive medical expenses or excessive expenses necessary for the care of elderly or handicapped persons.
13. Applicants may be subject to investigation of their entire financial and property records by the City. This would be done to verify information given or statements made to the Board of Review or assessor in regards to the poverty tax claim.
14. Household income limits are adjusted each year to comply with the Federal Poverty Guidelines.
15. Applicants will be sent a written notice of the Board of Review's final decision. An applicant may appeal the Board of Review's decision to the Michigan Tax Tribunal. An assessor may also appeal the Board of Review's decision. Appeals must be filed with the Michigan Tax Tribunal by the following dates:

July 31st for a decision made by the March Board of Review or
35 days from the decision of the July or December Board of Review

THE GENERAL PROPERTY TAX ACT (EXCERPT)

Act 206 of 1893

211.7u Principal residence of persons in poverty; exemption from taxation; applicability of section to property of corporation; eligibility for exemption; application; policy and guidelines to be used by local assessing unit; duties of board of review; appeal of property assessment; "principal residence" defined.

Sec. 7u. (1) The principal residence of persons who, in the judgment of the supervisor and board of review, by reason of poverty, are unable to contribute toward the public charges is eligible for exemption in whole or in part from taxation under this act. This section does not apply to the property of a corporation.

(2) To be eligible for exemption under this section, a person shall do all of the following on an annual basis:

(a) Be an owner of and occupy as a principal residence the property for which an exemption is requested.

(b) File a claim with the supervisor or board of review on a form provided by the local assessing unit, accompanied by federal and state income tax returns for all persons residing in the principal residence, including any property tax credit returns, filed in the immediately preceding year or in the current year. The filing of a claim under this subsection constitutes an appearance before the board of review for the purpose of preserving the claimant's right to appeal the decision of the board of review regarding the claim.

(c) Produce a valid driver's license or other form of identification if requested by the supervisor or board of review.

(d) Produce a deed, land contract, or other evidence of ownership of the property for which an exemption is requested if required by the supervisor or board of review.

(e) Meet the federal poverty guidelines updated annually in the federal register by the United States department of health and human services under authority of section 673 of subtitle B of title VI of the omnibus budget reconciliation act of 1981, Public Law 97-35, 42 U.S.C. 9902, or alternative guidelines adopted by the governing body of the local assessing unit provided the alternative guidelines do not provide income eligibility requirements less than the federal guidelines.

(3) The application for exemption under this section shall be filed after January 1 but before the day prior to the last day of the board of review.

(4) The governing body of the local assessing unit shall determine and make available to the public the policy and guidelines the local assessing unit uses for the granting of exemptions under this section. The guidelines shall include but not be limited to the specific income and asset levels of the claimant and total household income and assets.

(5) The board of review shall follow the policy and guidelines of the local assessing unit in granting or denying an exemption under this section unless the board of review determines there is substantial and compelling reasons why there should be a deviation from the policy and guidelines and the substantial and compelling reasons are communicated in writing to the claimant.

(6) A person who files a claim under this section is not prohibited from also appealing the assessment on the property for which that claim is made before the board of review in the same year.

(7) As used in the section, "principal residence" means principal residence or qualified agricultural property as those terms are defined in section 7dd.

History: Add. 1980, Act 142, Imd. Eff. June 2, 1980; -- Am. 1993, Act 313, Eff. Mar. 15, 1994; -- Am. 1994, Act 390, Imd. Eff. Dec. 29, 1994; -- Am. 2002, Act 620, Imd. Eff. Dec. 23, 2002; -- Am. 2003, Act 140, Eff. Jan 1, 2004.

Popular name: Act 206



YEAR 2020

PARCEL NO. _____

HARDSHIP EXEMPTION APPLICATION

***** Confidential Information *****

=====

PETITIONER INFORMATION

Name _____ Date of Birth _____

Phone Number: Daytime: () _____ Evening: () _____

Cell Phone: () _____

Property Address for Which Relief is Being Sought:	Marital Status	No. of Years
_____	<input type="checkbox"/> Married	_____
_____	<input type="checkbox"/> Divorced	_____
_____	<input type="checkbox"/> Widowed	_____
_____	<input type="checkbox"/> Separated	_____
Spouse Name: _____	<input type="checkbox"/> Single	_____

PETITIONER EMPLOYMENT STATUS:

SPOUSE EMPLOYMENT STATUS:

- | | |
|---|---|
| <input type="checkbox"/> Disabled – No of years _____ | <input type="checkbox"/> Disabled – No of years _____ |
| <input type="checkbox"/> Do you qualify for disability benefits? <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Do you qualify for disability benefits? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Employed Full-time | <input type="checkbox"/> Employed Full-time |
| <input type="checkbox"/> Employed Part-time | <input type="checkbox"/> Employed Part-time |
| <input type="checkbox"/> Retired – No. of Years _____ | <input type="checkbox"/> Retired – No. of Years _____ |
| <input type="checkbox"/> Unemployed – No. of Years _____ | <input type="checkbox"/> Unemployed – No. of Years _____ |
| <input type="checkbox"/> Laid-off – No. of Years _____ | <input type="checkbox"/> Laid-off – No. of Years _____ |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> Other _____ |

Occupation: _____
(If employed)

Occupation: _____
(If employed)

Employer: _____ Spouse's Employer: _____

Address: _____ Address: _____

Telephone: () _____ Telephone: () _____

Describe your disability or health problems: Describe spouse's disability or health problems:

MORTGAGE INFORMATION

- A. Purchase Date: _____ Amount Paid: _____
- B. Mortgage/Land Contract Balance: _____
- C. Monthly Payment: _____ Does this payment include taxes? Yes No
- D. Number of Years Remaining on the mortgage/land contract: _____
- E. Are your property taxes paid? Yes No
- F. Did you apply for a poverty exemption last year? Yes No
- G. Do you have an ownership interest in any other real estate in Michigan or anywhere else?
 Yes No
If yes, please list:
Location: _____ Tax I.D. No: _____
Current State Equalized Value: _____ Estimated Current Value: _____
Purchase Date: _____ Purchase Price: _____
Attach additional sheet if necessary

- I. Are you and/or your spouse the sole owners of the subject property? Yes No
If no, list all owners and their percentage of ownership:

- J. Have any improvements, changes or additions been made to the property in the last two (2) years?
 Yes No If yes, please explain:

- K. Do you anticipate selling the homestead property for which relief is sought in the next year?
 Yes No Explain:

- L. Does anyone contribute to your support? Yes-Amount \$ _____
 No, Explain:

- M. Is anyone able to contribute to your support? Yes No, Explain:

RESIDENT STATUS

Please list ALL people currently living in your household other than yourself and your spouse:

	1	2	3	4
Name				
Age				
Relationship				
Occupation				
Annual Income				
Claimed as Dependent	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Heir to Estate?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

ASSET INFORMATION

What are your current assets in addition to the real estate noted previously?

Cash	\$ _____
Savings Accounts/Certificates & Money Markets	\$ _____
Checking Accounts	\$ _____
Stocks/Bonds/Treasury Bills	\$ _____
Insurance	\$ _____
Other	\$ _____
Investments	\$ _____
IRA, Keogh, Annuities, Deferred Compensation	\$ _____
Personal property held as an investment (i.e. gems, jewelry, coin collection, antiques cars etc)	\$ _____
TOTAL:	\$ _____

Vehicles, Cars, Trucks, Boats, Trailers, etc.

	#1	#2	#3
Make			
Model			
Year			
Value			
Balance Owed			

LOAN DEBT

Do you have other loans or land contracts outstanding? (attach additional sheet if necessary)

To Whom	
Address	
Monthly Payment	
Current Balance	

To Whom	
Address	
Monthly Payment	
Current Balance	

EXPENSE INFORMATION

Average **M-o-n-t-h-l-y** Expenses:

MONTHLY AMOUNT

Rent/House Payment (Principal & Interest)	\$ _____
Life Insurance	\$ _____
Health Insurance	\$ _____
Home Insurance	\$ _____
Auto Insurance	\$ _____
Taxes (Principal Residence)	\$ _____
Taxes on other property	\$ _____
Car Payment	\$ _____
Special Assessment	\$ _____
Utilities:	
Gas/Oil	\$ _____
Electricity	\$ _____
Telephone	\$ _____
Water/Sewer	\$ _____
Child Care	\$ _____
Food/Clothing	\$ _____
Other Loans	\$ _____
Medical	\$ _____
Lawn care/snow removal	\$ _____
Cable/Dish	\$ _____
Other (Specify) Examples: Newspaper, Gasoline Disposal Service, Water Softener, Pet Food, License Plates, Church, Christmas Giving	\$ _____
TOTAL MONTHLY EXPENSES:	\$ _____

VERIFICATION OF EXPENSES MAY BE REQUIRED

Do you have any major or unusual expenses? Yes No

If yes, please explain:

(Attach additional sheet if necessary)

INCOME INFORMATION

Please list all sources of your personal income. Please indicate the amount from each source on an **A-n-n-u-a-l** basis.

ANNUALLY

Wages, salaries, tips, sick, strike and subpay, etc.	\$ _____
All interest and dividend income (including non-taxable interest)	\$ _____
Net rent, business or royalty income	\$ _____
Retirement pension and annuity benefits	\$ _____
Name of Payer _____	
Net farm income	\$ _____
Capital gains less capital losses	\$ _____
Alimony and other taxable income	\$ _____
Social Security, SSI or railroad retirement benefits	\$ _____
Child support, WIC	\$ _____
Unemployment compensation and TRA benefits	\$ _____
Workers' compensation, veterans' disability compensation	\$ _____
ADC and GA benefits	\$ _____
All other public assistance payments	\$ _____
Describe _____	
Other Non-taxable income	\$ _____
Describe _____	
TOTAL ANNUAL INCOME:	\$ _____

What was the total income from all sources of everyone living in your household for the past two (2) years?

Last Year _____ Prior Year _____

Do you anticipate any major changes in income for the coming year: Yes No

If yes, please explain: _____

PLEASE READ CAREFULLY:

I/We, am/are unable to pay the full property taxes on the above described property and hereby make application for property tax relief in accordance with Section 211.7u Michigan Compiled Laws.

I/We have read this application and fully understand the contents thereof. I/We declare that the statements made herein are complete, true, and correct to the best of my/our knowledge. I/We further understand that if any information contained herein is found to be false or incomplete, any and all relief granted by this application will be forfeited and placed back on the assessment roll with penalties and interest occurring on the additional tax liability in accordance with Section 211.119 Michigan Compiled Laws.

Petitioner's Signature: _____

Spouse's Signature: _____

Subscribed and sworn to before me this _____ day of _____,
20_____.

Notary Public/Assessing Office Staff

_____ County,

My Commission Expires: _____

RESOLUTION STAFF REVIEW

DATE: 12/19/2020

Agenda Item Title: Poverty Exemption

Prepared By: Stacey Kaake

Background/Summary of Proposed Action:

Criteria in accordance with P.A. 390 of 1994, which amended Section 7u of Act 206 of the Public Acts of 1893, as amended by Act 313 of the Public Acts of 1993, being section 211.7u of the Michigan Compiled Laws, for Poverty Exemption Guidelines and Asset Test to be used by the Board of Review. This year there were no requests from the Board of Review to make changes to the guidelines. The only changes were the adjustment to the income level that is set by the Federal Poverty guidelines and then the City of Flint decreases by an additional 15%. Their income is used to calculate the taxable value for a tax bill at no more than 3.5% of their income.

Financial Implications:

This is a tool for the Board of Review that gives guidance when considering qualifications for a hardship exemption from property taxes for residents who own and occupy their home. This exemption does not apply to commercial or industrial properties.

Budgeted Expenditure? No **Please explain if no:** This is a standard application and guidelines that must be set annually.

Account No.:

Pre-encumbered? No **Requisition #**

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

Staff Recommendation: Approval

Staff Person: Stacey Kaake
Stacey Kaake, Assessor

Approval: Amanda Trujillo
Amanda Trujillo, Interim Director of Finance

RESOLUTION NO.: 200038

PRESENTED: 1-22-20

ADOPTED: _____

RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE MICA 2.0 WORKFORCE DEVELOPMENT GRANT PROGRAM FOR \$170,500 AND AMEND THE 2019-20 BUDGET TO ACCOMMODATE THESE FUNDS

BY THE MAYOR:

WHEREAS, the City was awarded grant funding from The Michigan Department of Labor and Economic Opportunity in the amount of \$170,500 for the period of October 1, 2019 through May 31, 2021; and

WHEREAS, this grant is meant to provide training and employment for 50 Flint community residents with barriers to employment; and

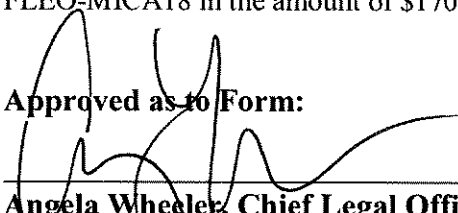
WHEREAS, provide job retention supportive services for participating Flint employers; and

WHEREAS, leverage additional private funding from employers, the Genesee-Shiawassee United Way and other community-based organizations to support a career pathway out of poverty for additional Flint community residents; and

WHEREAS, this program is an effort led by the Economic Development Department at the City of Flint and supported by key workforce partners such Mott Community College and the GST Michigan Works;


IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary to accept the MICA 2.0 Workforce Development Grant, amend the 2019-20 budget, appropriate grant funding for revenue and expenditures in future fiscal years as long as funds are available from the grantor, and abide by terms and conditions of the grant from The Michigan Department of Labor and Economic Opportunity, under grant code FLEO-MICA18 in the amount of \$170, 500.00.

Approved as to Form:



Angela Wheeler, Chief Legal Officer

Approved as to Finances:



Amanda Trujillo, Acting Finance Director



Clyde Edwards, City Administrator

Sheldon Neeley, Mayor

CITY COUNCIL:

Monica Galloway, Council President



RESOLUTION STAFF REVIEW

Date: January 6, 2020

Agenda Item Title:

RESOLUTION AUTHORIZING THE ACCEPTENCE OF THE MICA 2.0 WORKFORCE DEVELOPMENT GRANT PROGRAM FOR \$170,500 AND AMEND TO 2019-20 BUDGET TO ACCOMMODATE THESE FUNDS

Prepared By:

Department of Economic Development

Background/Summary of Proposed Action:

The City of Flint will utilize the Michigan Industry Cluster Approach 2.0 (MICA 2.0) funding to support activities that engage employers in addressing critical workforce needs. Specifically, the City of Flint will launch a new employer-led collaborative – Flint Industry Cluster Collaborative – to support current and future workforce needs within the manufacturing and logistics industry while enhancing employment opportunities and quality of life for Flint residents. Participants will receive pre-employment training, soft-skills training, forklift training, and job retention supportive service to address barriers to employment.

City of Flint and Mott Community College will take the lead in staffing and facilitating meetings. Community partners included in this grant along with additional community partners will be asked to attend and participate. Meetings will explore ways to improve talent development and training resources and tactics and tailoring those resources to meet employer member needs. Employers understand they will be working with workforce development organizations, educational institutions and other partners to develop an effective talent pipeline and a career pathway in Manufacturing and Logistics.

This partnership will benefit employers, workers, and job seekers alike by providing new employment opportunities and addressing the needs and challenges within the manufacturing and logistics industry.



Financial Implications:

The \$170,500 will be added to the budget under grant code FLEO-MICA18, fund 296, in department 690.411.

Budgeted Expenditure: Yes No

Please explain, if no: Resolution establishes budget in General Ledger

Pre-encumbered: Yes No

Requisition #: _____

Reviewed and Approved By: _____

Date: _____

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

Staff Recommendation: Staff recommends approval of this resolution.

GRANT NO.: MICA 2.0_2019_CITY OF FLINT

**GRANT BETWEEN
THE STATE OF MICHIGAN
MICHIGAN DEPARTMENT OF LABOR AND ECONOMIC OPPORTUNITY-
WORKFORCE DEVELOPMENT (LEO-WD)
AND
CITY OF FLINT**

GRANTEE/ADDRESS:

Sheldon Neeley
Mayor
City of Flint
1101 S. Saginaw St.
Flint, Michigan 48502

GRANTOR/ADMINISTRATOR/ADDRESS:

Stephanie Beckhorn, Director
Workforce Development
Michigan Department of Labor and Economic Opportunity
201 N. Washington Square
Lansing, Michigan 48913

GRANT PERIOD:

From: October 1, 2019 – May 31, 2021

TOTAL AUTHORIZED BUDGET: \$170,500

Federal Contribution:	\$170,500
State Contribution:	\$0
Local Contribution:	\$0
Other Contributions:	\$0

ACCOUNTING DETAIL:

Funding Source:	AY18 WIOA SWA MICA 2.0 Grants
Appropriation Year:	2018
Accounting Template:	186WIOA18SWAMICA2
Grantee Fed I.D. No.	38-6004611
Location Code:	C033
Unit Code:	W200
CFDA #:	17.258, 17.259, and 17.278

GRANT AGREEMENT

The Michigan Department of Labor and Economic Development-Workforce Development (LEO-WD) (the "Grantor") enters into a binding agreement (the "Agreement") with City of Flint (the "Grantee"). As used in this Agreement, LEO-WD and Grantee are sometimes individually referred to as a "Party" and collectively as "Parties" are subject to the terms and conditions of this grant agreement.

I. STATEMENT OF PURPOSE

The Grantee will utilize the Michigan Industry Cluster Approach 2.0 (MICA 2.0) funding to support activities that engage employers in addressing critical workforce needs. Specifically, the City of Flint will launch a new employer-led collaborative – Flint Industry Cluster Collaborative – to support current and future workforce needs within the manufacturing and logistics industry while enhancing employment opportunities and quality of life for Flint residents. Participants will receive pre-employment training, soft-skills training, forklift training, and job retention service to address barriers to employment. In addition, the Grantee's performance measures are aligned with the Governor's vision to increase the number of Michiganders with a postsecondary credential from 45 percent to 60 percent by 2030.

II. STATEMENT OF WORK (SOW)

The Grantee, in partnership with four employers (Avancez, Landaal Packaging Systems, Genesee Packaging and NorthGate Solutions) and seven partners (GST Michigan Works!, Mott Community College, PartnerShift, United Way of Genesee County, Flint and Genesee Chamber of Commerce, Northwestern High School & Accelerated Learning Academy, and Southwestern Classical Academy), will launch the collaborative.

The Flint Industry Cluster Collaborative employers report 70 immediate job openings and 475 over the next three years. This collaborative will provide 50 participants with a unique opportunity for entry-level employment, as well as ongoing job retention and training, which will allow Flint workers to upskill and continue building credentials for a viable career pathway.

Training will include Fast Track pre-employment training, OSHA 10, and Forklift training, as well as post-employment engagement and retention services.

The Grantee has also leveraged \$221,000 in supportive funds from the following partners: the Kellogg Foundation, United Way, Mott Community College, the Flint and Genesee Chamber of Commerce, and four employer partners.

Attachment A: Grantee's Project Proposal is the SOW. The Grantee agrees that they will adhere to all provisions presented in the SOW. Changes will be allowed only upon prior review and written approval by the Grantor

III. MONITORING AND REPORTING PROGRAM PERFORMANCE

A. Monitoring

The Grantor shall monitor performance to assure that time schedules are being met and projected work, by time period, is being accomplished. Monitoring shall include on-site visits to assess project performance.

B. Participant Documentation Requirements

1. **Individual Participant Information:** Employers participating in the collaborative must collect and retain individual participant information. The employer will aggregate the individual participant information and submit to the Grantee for use in each quarterly report. For monitoring purposes, the aggregate numbers reported each quarter must be tied to a specific participant. Specific participant information can be collected by the employer or Grantee using either the Individual Participant Form (Attachment B) or a customized document that collects all required information, including:

- First Name
- Last Name
- Age
- Employer sponsor
- Gender
- Age category
- Veteran status
- Ethnicity and Race
- Grantee information
- Services provided to the participant (including funding sources)

2. **MICA 2.0 Supported Training:** Grantees utilizing MICA 2.0 funds specifically for training participants must adhere to the following:

- **One-Stop Management Information System (OSMIS)**
Grantees utilizing MICA 2.0 funds specifically for training participants must refer eligibility determination to their local Michigan Works! (MW!) partner. MW! shall enter participants into the OSMIS.
- **Participant File Documentation**
Upon enrollment, Grantees must ensure that each participant enrolled in the grant program has provided proper documentation showing their eligibility to work in the United States (U.S.). A copy of the documentation must be placed in their case files. This action must be completed for all individuals enrolled since the beginning of the grant period.

Each participant file must have the following items in its contents:

- Individual Participant Form (IPF, Attachment B)
- Equal Opportunity (EO) Law Notices
- Selective Service Registration for males over the age of 18
- Eligibility Documentation that provides determination of legal status to work in the U.S.
- Eligibility for Veteran's Benefits (if IPF indicates veteran status)
- Right to Work in the U.S. documentation including a copy of participant's birth certificate, passport, and/or social security card

The implementation requirements for EO notices are found at Code of Federal Regulations (29 CFR 37). They detail who must be provided with the notice (29 CFR 37.29); what specific wording the notice must contain (29 CFR 37.30); where proof of service should be included (29 CFR 37.31); and what type of notice must be included in publications, broadcasts and other communications (29 CFR 37.34).

The Workforce Innovation and Opportunity Act (WIOA), Section 189(h) Enforcement of Military Selective Service Act states "the Secretary shall ensure that each individual participating in any program or activity established under this title, or receiving any assistance or benefit under this title, has not violated section 3 of the Military Selective Service Act (50 U.S.C. App. 453) by not presenting and submitting to registration as required pursuant to such section."

Before being enrolled in WIOA Title 1-funded services, all males who are not registered with the Selective Service and have not reached their 26th birthday must register through the Selective Service website at www.sss.gov. In order to participate in a program established by or receiving assistance under Title 1 of WIOA, all males born on or after January 1, 1960 must present documentation showing compliance with the Selective Service registration requirement.

The Uniform Guidance, 200.403, Factors affecting allowability of costs requires that "except where otherwise authorized by statute, costs must meet the following general criteria in order to be allowable under Federal awards:

- (a) Be necessary and reasonable for the performance of the Federal award and be allocable thereto under these principles; and
- (b) Be adequately documented. See also §§200.300 Statutory and national policy requirements through 200.309 Period of performance of this part."

It is necessary and reasonable to require documentation of participant eligibility to work in the United States as this grant provides direct funding to training programs that will support the participant's goal to receive an industry recognized credential in the U.S.

C. Quarterly Performance Report with Participant Data

1. **Written Quarterly Performance Report (QPR, Attachment C):** The Grantee shall submit to the Grantor, QPRs that describe the following information:

Section I: Aggregate Information on Individuals Served by the Grant

- Demographic Information
- Ethnicity
- Race

NOTE: For monitoring purposes, the aggregate numbers reported must be tied to a specific participant. Specific participant information can be collected by the employer or Grantee using the Individual Participant Form (Attachment B) or a customized document that collects all required information.

Section II: Aggregate Information on Services Provided to Individuals Under the Grant

- Services
- Funding Sources

Section III: Information on Outcomes Achieved

Section IV: Narrative Information

Section V: Financial expenditures of grant money and leveraged funds to the project, including in-kind and/or direct resources.

Grantees must complete and submit the QPR to the Grantor by email at TED-TDL@michigan.gov within 30 days after the end of the reporting quarter.

Due Dates for Quarterly Reports

Due Date	Performance Period
Thursday, January 30, 2020	October 1 – December 31, 2019
Thursday, April 30, 2020	January 1 – March 31, 2020
Thursday, July 30, 2020	April 1 – June 30, 2020
Friday, October 30, 2020	July 1 – September 30, 2020
Friday, January 29, 2021	October 1 – December 31, 2020
Friday, April 30, 2021	January 1 – March 31, 2021
Wednesday, June 30, 2021	April 1 – May 31, 2021

The QPR must focus on progress toward performance measures as outlined in the grant proposal. Please see Attachment C for the QPR Performance Data template.

2. **Final Report:** The Grantee will submit, electronically to TED-TDL@michigan.gov, one copy of the Final Report no later than 60 calendar days after the completion of the grant period.

Due Date	Performance Period
Friday, July 30, 2021	October 1, 2019 – May 31, 2021

Written Final Report: The Grantee's final report must include the following information:

- a. Summarize project activities, including all measured outcomes identified in the original proposal.
- b. How well the goals and objectives of the project were met, any related project results, and identification of best practices.
- c. Accomplishments and problems experienced while carrying out the project activities.
- d. Impacts, anticipated and unanticipated, experienced as a result of the project implementation.
- e. Financial expenditures of grant and leveraged funds to the project, including in-kind and/or direct resources.
- f. Actual budget expenditures compared to the budget in this agreement. Include the basis or reason for any discrepancies.
- g. Coordinated efforts with other organizations to complete the project.

D. Performance Outcomes

The Grantee shall be accountable for the following performance outcomes:

Total number of employers involved in the employer-led collaborative	4
Total number of other stakeholders/partners involved in the employer-led collaborative	7
Total number of participants enrolled in training programs	50
Total number of participants completing training	45
Total number of credentials/certifications earned by participants for high-wage, high-demand occupations in the region	30
Total number of participants employed as a result of training completion	41
Total number of participants retained in employment after six months	31
Total number of participants from target populations (veterans, women, youth 16 – 24, individuals with disabilities, minorities, non-traditional employees)	25
Dollar amount of participants' earnings increases annually as a result of new skill attainment	+\$3,500

IV. PAYMENT SCHEDULE INFORMATION

Starting Date: October 1, 2019

Ending Date: May 31, 2021

- A. The term of this Agreement (the "Term") shall commence on October 1, 2019 and shall continue until the occurrence of an event described in Section XII of this Agreement. Expenses incurred after May 31, 2021 are not eligible for reimbursement.
- B. The Grantee agrees that all funds shown in the Budget are to be spent as detailed in the Budget. Financial expenditures of grant money and leveraged funds to the project, including in-kind and/or direct resources shall be submitted minimally on a quarterly basis.
- C. The transfer of funds among budget cost categories is restricted such that if the cumulative amount of such transfers exceeds or is expected to exceed ten percent of the total budget as last approved by the LEO-WD, the recipient must receive prior approval from LEO-WD.
- D. If applicable, travel expenses for mileage and meals will not be reimbursed at rates greater than the State Travel Rates (Attachment D), without prior written consent of the Grantor. Lodging rates may exceed the minimums found in Attachments D, but must be competitive, reasonable, and justifiable.
- E. The Grantee agrees that all funds shown in the Budget are to be spent as specified. This Agreement does not commit LEO-WD to approve requests for additional funds during or beyond this Grant period.
- F. Request for changes in the Budget must be submitted in writing and will be allowed only upon prior review and written approval by the Grant Administrator.
- G. As a recipient of an upcoming grant payment from the LEO-WD and/or State of Michigan, Grantee must be registered with the Management of Awards to Recipients Systems (MARS) to receive any and all future payments.
- H. If the Grantee has already claimed or created a MARS account, the Grantee is ready to receive purchase orders and payments from the LEO-WD or the State of Michigan. If not, go to <http://www.michigan.deleg-mars.org/Default.aspx> to either claim an account and update all information contained therein or create a new MARS account.

Please note, the Grantee needs only one MARS account to receive LEO-WD or State of Michigan purchase orders, contracts and payments.

If you have any questions, please contact MARS directly at CareyM4@michigan.gov.

V. CHANGES TO GRANT AWARD

All change requests must be submitted in writing on letterhead to the Grant Administrator by the Grantee. Changes must be consistent with the scope of the project and grant guidelines. Requests for changes will be considered only if the reporting requirements are current, and

if terms and conditions have been met at the time of the request. Changes in the programmatic activities, or purpose of the project, changes in key persons specified on the grant award, contractual services for activities central to the purposes of the award, requests for additional funding, change in project site, or release of special conditions will result in an amendment to this award. No transfers of funds between allocations will be authorized, only de-obligation of funds, except on a case-by-case basis.

Types of award adjustments:

- Change of address
- Changes in award period – Written requests should be at least 90 calendar days before the end date of the award
- Changes in project scope
- Change in project site
- Changes that increase or decrease the total cost of the project
- Change in or temporary absence of the Project Manager, Chief Financial Officer, or Signatory Official
- Transfer of project
- Addition or modification to the project budget requiring prior approval
- Release of special conditions, if required
- Changes in key personnel

VI. FISCAL REPORTING

The Grantee will track and report expenditures in accordance with appropriate state and federal regulations using Attachment C, Section V. All financial expenditure reports shall be on an accrued basis. Accrued expenditures are defined as actual expenditures through a specific reporting period plus an estimate of costs incurred for goods and services that have been received but have not yet been paid.

All quarterly fiscal expenditure reports for this grant must be entered and submitted no later than the 30th calendar day after the end of the calendar quarter being reported. Should the 30th calendar day fall on a weekend or State recognized holiday, the report is due the last business day prior to the 30th day.

VII. DISCLOSURE OF FEDERAL MONEY USED TO FUND PUBLIC COMMUNICATIONS

In accordance with Public Law 114-113, Division H, Title V, Section 505, all statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, must include the following:

- A. The percentage of the total cost of the program or project which will be financed with Federal money,
- B. The dollar amount of the Federal funds for the project or program, and
- C. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

VIII. LEO-WD GRANT ADMINISTRATOR

The Grantee must communicate with the representative named below or his or her designee regarding this Agreement. The Grant Administrator may be changed, at any time, at the discretion of LEO-WD.

Michelle Cordano (the "Grant Administrator")
Workforce Development
Michigan Department of Labor and Economic Opportunity
201 North Washington Square
Lansing, Michigan 48913
cordanom@michigan.gov
517-643-3459

IX. GRANTEE DUTIES

The Grantee will track and report expenditures in accordance with appropriate state regulations. All financial expenditure reports shall be on an accrued basis. Accrued expenditures are defined as actual expenditures through a specific reporting period plus an estimate of costs incurred for goods and services that have been received but have not yet been paid.

The Grantee shall retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of seven (7) years or greater, as provided by law following the creation of the records or documents.

X. RELATIONSHIP OF THE PARTIES

The Grantee and its officers, agents and employees shall not describe or represent themselves as agents of the State of Michigan or LEO-WD to any individual person, firm or entity for any purpose. Neither Grantee nor any of its employees or agents is or shall become an employee of LEO-WD due to this Agreement.

XI. ACCESS TO RECORDS

During the term, and for three (3) years from the sooner of the Ending Date or Termination of this Agreement, the Grantee shall maintain reasonable records, including evidence that the services were performed, and the identity of all individuals paid for such services, and shall allow access to those records by LEO-WD and the Auditor General of the State of Michigan.

XII. TERMINATION

Except as to other terms and conditions which shall survive as provided in this Agreement, this Agreement shall terminate upon the earlier of the following:

- A. The Ending Date.
- B. Termination by LEO-WD, by giving thirty (30) calendar days prior written notice to the Grantee.
- C. Termination by LEO-WD pursuant to Section XX of this Agreement.

XIII. CONFLICT OF INTEREST

The Grantee affirms that there exists no actual or potential conflict of interest between the Grantee, the Grantee's key personnel or its family, business or financial interest (the "Grantee's Interests") and the activity under this Grant. In the event of a change in either its private interests or activities under this Grant, Grantee will inform LEO-WD immediately in writing regarding possible conflicts of interest that may arise as a result of such change. Grantee shall resolve all conflicts of interest that may arise to the satisfaction of LEO-WD.

XIV. INDEMNIFICATION AND GRANTEE LIABILITY INSURANCE

Except for their respective obligations to process or disburse grant disbursements as required in this Agreement, the State of Michigan, LEO-WD, its Executive Committee and their respective directors, participants, officers, agents and employees (collectively, the "Indemnified Persons") shall not be liable to the Grantee for any reason. The Grantee shall indemnify and hold the State of Michigan and LEO-WD and other Indemnified Person harmless against all claims asserted by or on behalf of any individual person, firm or entity (other than an Indemnified Person), arising or resulting from, or in any way connected with this Agreement or any act or failure to act by the Grantee under the Agreement, including all liabilities, costs and expenses, including reasonable counsel fees, incurred in any action or proceeding brought by reason of any such claim. The Grantee shall also indemnify LEO-WD and other Indemnified Person from and against all costs and expenses, including reasonable counsel fees, lawfully incurred in enforcing any obligation of the Grantee under this Agreement.

The Grantee shall have no obligation to indemnify an Indemnified Person under this Section if a court with competent jurisdiction finds that the liability in question was solely caused by the willful misconduct or gross negligence of LEO-WD or other Indemnified Person, unless the court finds that despite the adjudication of liability, LEO-WD or other Indemnified Person is fairly and reasonably entitled to indemnity for the expenses the court considers proper. LEO-WD and the Grantee agree to act cooperatively in the defense of any action brought against LEO-WD or another Indemnified Person to the greatest extent possible.

Performance of the Grantee's obligations contemplated under this Agreement is within the sole control of the Grantee and its employees, agents and contractors, and an Indemnified Person shall have no liability in tort or otherwise for any loss or damage caused by or related to the actions or failures to act, products and processes of the Grantee, its employees, agents or contractors. This Section shall survive indefinitely.

XV. PUBLICITY

Awardees are encouraged to pursue publicity opportunities related to Agreement program, activities, and outcomes. Awardees will report all earned publicity to the Grant Administrator.

All publicity shall reference formal program name, Michigan Industry Cluster Approach 2.0, and the Michigan Department of Labor and Economic Opportunity, or as otherwise approved by an authorized representative of LEO-WD. All publicity must adhere to LEO-WD brand standards, with questions and/or support requests directed to Grant Administrator.

Publicity includes, but is not limited to, advertising, news releases, physical signage, website content, earned media, social media posts, presentations, workshops, and promotional materials.

XVI. TOTAL AGREEMENT

This Agreement, including the exhibits incorporated herein, is the entire Agreement between the Parties. This Agreement may not be modified or amended except by a written instrument signed by the Parties.

XVII. NON-DISCRIMINATION AND UNFAIR LABOR PRACTICES

In connection with this Agreement, the Grantee agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The Grantee further agrees that every subcontract entered into for performance of this Agreement will contain a provision requiring nondiscrimination in employment, as specified in this Agreement, binding upon each subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and any breach thereof may be regarded as a material breach of this Agreement.

XVIII. ASSIGNMENT/TRANSFER/SUBCONTRACTING

LEO-WD may at any time assign its rights in this Agreement. Except as contemplated by this Agreement, Grantee may not assign its rights or obligations under this Agreement without the prior written consent of LEO-WD. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

XIX. COMPLIANCE WITH LAWS

The Grantee is not and will not, during the Term, be in violation of any laws, ordinances, regulations, rules, orders, judgments, decrees or other requirements imposed by any governmental authority to which it is subject.

XX. DEFAULT

The occurrence of any one or more of the following events or conditions shall constitute an "Event of Default" under this Agreement, unless a written waiver of the Event of Default is signed by LEO-WD: (a) any representation, covenant, certification or warranty made by the Grantee shall prove incorrect at the time that such representation, covenant, certification or warranty was made in any material respect; (b) the Grantee's failure to comply with the reporting requirements hereof; (c) the Grantee's failure to comply with any obligations or duties contained herein; or (d) Grantee's use of the Grant funds for any purpose not contemplated under this Agreement.

XXI. AVAILABLE REMEDIES

Upon the occurrence of any one or more of the Events of Default, LEO-WD may terminate this Agreement immediately upon notice to the Grantee. The termination of this Agreement is not intended to be the sole and exclusive remedy in case any Event of Default shall occur, and each remedy shall be cumulative and in addition to every other provision or remedy given herein or now or hereafter existing at law or equity. If this Grant is terminated as a result of Section XVII hereof, LEO-WD shall have no further obligation to make a Grant disbursement to the Grantee. The Grantee shall reimburse LEO-WD for disbursements of the Grant determined to have been expended for purposes other than as set forth herein as well as any Grant funds, which were previously disbursed but not yet expended by the Grantee. This Section shall survive the end of the Term of the Agreement for a period of three (3) years.

XXII. WAIVER

A failure or delay in exercising any right under this Agreement will not be presumed to operate as a waiver unless otherwise stated in this Agreement, and a single or partial exercise of any right will not be presumed to preclude any subsequent or further exercise of that right or the exercise of any other right.

XXIII. NOTICES

Any notice or other communication under this Agreement shall be in writing and e-mailed, or faxed, or mailed by first class mail, postage prepaid, or sent by express, overnight courier to the respective Party at the address listed at the beginning of this Agreement or such other last known addresses or e-mail accounts, and shall be deemed delivered one business day after the delivery or mailing date.

XXIV. GOVERNING LAW

This Agreement is a contract made under the laws of the State of Michigan, and for all purposes shall be governed by, and construed in accordance with, the laws of the State of Michigan.

XXV. JURISDICTION

The parties shall make a good faith effort to resolve any controversies that arise regarding this Agreement. If a controversy cannot be resolved, the parties agree that any legal actions concerning this Agreement shall be brought in the Ingham County Circuit Court in Ingham County, Michigan. The Grantee acknowledges by signing this Agreement that it is subject to the jurisdiction of this court and agrees to service by first class or express delivery wherever the Grantee resides, in or outside of the United States.

XXVI. COUNTERPARTS AND COPIES

This Agreement may be signed in counterparts and delivered by facsimile or in pdf form, and in any such circumstances, shall be considered one document and an original for all purposes.

The signatories below warrant that they are empowered to enter into this Agreement.

GRANTEE ACCEPTANCE:

Dated: _____

Grantee

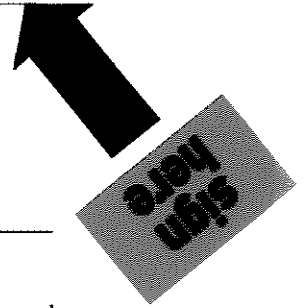
Sheldon Neeley
Mayor
City of Flint

LEO-WD ACCEPTANCE:

Dated: _____

Grantor

Stephanie Beckhorn, Director
Workforce Development
Michigan Department of Labor and Economic
Opportunity



Attachments:

- A: Proposal Narrative
- B: Individual Participant Form
- C: Quarterly Performance Report
- D: State Travel Rates
- E: Grant Modification Form

PROPOSAL NARRATIVE

City of Flint, Michigan Industry Cluster Approach 2.0 Grant Proposal

EMPLOYER ENGAGEMENT

The Flint Industry Cluster Collaborative will be led by employer champions within the manufacturing and logistics industry who have demonstrated involvement with other employers in addressing key workforce issues and are committed to education and workforce partnerships. The following employers are committed to joining and leading this collaborative: Avancez (Android Industries), Landaal Packaging, Genesee Packaging, and NorthGate Solutions. All four companies are in growth mode and are struggling to meet staffing needs.

These companies have agreed to form a collaborative partnership to improve the pipeline of talent available, leverage additional training that is tailored to their needs, and pool resources to support job retention and upskilling of existing employees. They have been informed of the identity of their fellow employer members and understand that the employers are the leaders of this collaborative. They understand that Mott Community College (MCC) will be the primary workforce development partner, along with other key partners, including: the City of Flint, GST Michigan Works!, the United Way of Genesee County and the Flint and Genesee Chamber of Commerce, among other key community partners.

Employers understand that they will lead the collaborative, with a chair and co-chair and each employer will be given a vote. They have agreed the collaborative will meet regularly on a schedule to be set at their first meeting and employers will identify and assign key roles.

City of Flint and Mott Community College will take the lead in staffing and facilitating meetings. Community partners included in this grant along with additional community partners will be asked to attend and participate. Meetings will explore ways to improve talent development and training resources and tactics and tailoring those resources to meet employer member needs. Employers understand they will be working with workforce development organizations, educational institutions and other partners to develop an effective talent pipeline and a career pathway in Manufacturing and Logistics.

The following employers are committed to the proposed Flint Industry Cluster Collaborative.

EMPLOYER #1:

Employer Name: Avancez
Contact Name: Lisa McQuillin
Title: Human Resources Manager
Street Address: 4444 W Maple Ave, Flint, MI 48507
Phone: (810) 733-3007
Email: lmcquillin@and-ind.com

EMPLOYER #2:

Employer Name: Landaal Packaging Systems
Contact Name: Robert Landaal
Title: President

Street Address: 3256 Iron Street, Burton, MI 48529
Phone: (810) 424-6105
Email: robert.landaal@landaal.com

EMPLOYER #3:

Employer Name: Genesee Packaging
Contact Name: Jane Worthing
Title: President
Street Address: 2010 N. Dort Highway, Flint, MI 48506
Phone: (810) 235-6120
Email: jworthing@genpackaging.com

EMPLOYER #4:

Employer Name: NorthGate Solutions
Contact Name: George Wilkinson
Title: President
Street Address: G3367 Corunna Rd., Flint, MI 48532
Phone: (810) 235-6120
Email: GWilkinson@go2northgate.com

TALENT DEVELOPMENT NEEDS AND GOALS

The companies identified for this collaborative are experiencing high levels of growth but are struggling to recruit and retain the staff they need to continue their growth. The goal of this collaborative is to support current and future workforce needs within the manufacturing and logistics industry while enhancing employment opportunities and quality of life for Flint residents.

The City of Flint is uniquely positioned to provide a pipeline of talent to these growing companies. Flint's unemployment rate is above the national average and Flint area residents are underemployed. With support from workforce and community partners, Flint area residents offer a pipeline of valuable underutilized talent for the companies in this industry cluster. Many of Flint's residents are low-skilled workers who will benefit from support to overcome a variety of barriers to employment. The employers in this collaborative will provide these workers with a unique opportunity for entry level employment. The ongoing job retention and training support provided via the collaborative will allow Flint workers to upskill and continue building credentials for a viable career pathway.

The water crisis put a national spotlight on the City of Flint and the city has shown its strength and resilience with strong economic development progress through a deepening collaboration among community, the private sector and philanthropic partners. Companies are expanding in Flint, creating quality jobs, and leveraging a fertile business environment to grow revenues and service markets globally. Manufacturing and logistics are key growing industry sectors in the community, but these companies need talent to continue that growth. Flint's residents are primed to fill this talent gap if provided the workforce development support.

This industry cluster will bring employers together, help them communicate training needs and identify skill gaps, pipeline talent into high need and growth positions, and provide training in pre-employment soft skills and forklift operation, and additional training as identified.

Objectives:

- Fill high growth job openings
- Upgrade incumbent worker skills
- Establish career pathways
- Talent pipeline management activities
- Career pathway awareness
- Establish industry skill standards
- Incorporate plans to serve Workforce Innovation and Opportunity Act (WIOA) defined special populations in the Flint community

This approach will benefit employers, workers, and job seekers alike by providing new employment opportunities and addressing the needs and challenges within the manufacturing and logistics industry.

Feedback based on initial interviews with employers has determined that all four companies need the following support: 1) Screening and recruiting employees, 2) pre-employment soft skills training, 2) forklift driver training, 3) supervisor training, 4) job retention services to address barriers to employment, soft-skills and teamwork training. We have incorporated initial employer feedback into the program design and focus for the grant application. We anticipate identifying additional needs of employers after we have launched the collaborative and will work together to tailor services and solutions. Employer members of this proposed Flint industry cluster understand that by aligning their resources and working cooperatively they can best achieve access to the resources and solutions that can resolve their talent development challenges.

PARTNERS

Mott Community College (MCC) is the lead talent provider, partnering with GST Michigan Works! to recruit talent, provide pre-employment training and ongoing job retention services. MCC and GST will assign staff to the industry cluster to ensure services are tailored to meet the needs of member companies.

MCC will provide Fast Track pre-employment training, designed to create new opportunities for entry-level workers and meet employers' needs for skilled workers. MCC will work with employers throughout the process to ensure buy-in and training effectiveness. During the one-week training, participants will learn transferable employability skills, such as work ethic, time management, team building, communication skills, financial literacy, as well as resume writing, interviewing skills, and career exploration. Participants will take a refresher course of basic math, reading, writing and computer skills to ensure basic requirements of entry level employment in the manufacturing and logistics industry can be met.

MCC will provide, forklift training, composed of three parts. Participants will take a 4-5-hour classroom course to learn about truck controls and handling, OSHA regulations, federal guidelines, safety awareness, and proper operational practices. When this is completed, participants will practice operating the forklift, including practice with starting the forklift, maneuvering, loading, unloading, transporting of loads, and proper parking. Trainers will oversee forklift operation and performance evaluations. Once a participant has been evaluated satisfactorily, they will receive a certificate of course completion and forklift license.

MCC will provide an innovative job retention services model that provides wraparound services to help disadvantaged populations overcome barriers to employment. All participants will be assigned a job retention specialist to provide services at the employer worksite, conducting intensive follow-up and building a closer working relationship with companies. Assisting MCC in this effort is PartnerShift, a non-profit that has been providing innovative job retention services and soft-skills training for major companies in the region. MCC and Partnershift services will be funded through private dollars.

While all participants will have access to transportation or bus vouchers, childcare, and work clothing vouchers, MCC provides a unique service by way of MCC's Financial Opportunity Center (FOC). The FOC is poised to be a career and personal financial service center that focuses on the financial bottom line for low-to-moderate income individuals by providing financial coaching/literacy, workforce services, and access to public benefits in one location.

Employers will also have access to job retention services through GST Michigan Works Business Resource Network (BRN) for companies that choose to join. These services include wraparound services and success coaching. These services are funded through the grant.

The City of Flint, Mott Community College, and GST Michigan Works will be supported by a strong network of partners:

- GST Michigan Works staff, especially their business and career services team, will assist employers and identify WIOA and other workforce dollars to provide ongoing support.
- The United Way of Genesee County has committed to providing funding to the collaborative to assist with removal of barriers to employment.
- The Chamber's Youth Quest and Career Edge programs will align with industry cluster efforts to ensure Flint youth and low-income adults are connected with the member companies. Youth Quest participants from Flint schools will have access to career
- inspiration and work experience with these employers.
- The Flint industry cluster will also work closely with LEO-WD TDL Michelle Cordano.

The principal partners necessary to implement the proposed MICA 2.0 employer-led collaborative in Flint are listed below.

PARTNER #1:

Partner Type: Education and Training Provider
Organization Name: Mott Community College
Contact Name: Marcus Matthews
Title: Assistant Vice President
Address: 1401 East Court Street
Phone: (810) 762-0506
Email: marcus.matthews@mcc.edu

Role in Partnership: Lead talent provider, partnering with GST Michigan Works to provide soft-skills training, pre-employment support, and job placements. Mott is the lead because of their unique focus on the City of Flint and their focus on serving Flint residents with barriers to employment. Will train provide training and support for 190 individuals.

PARTNER #2:

Partner Type: Education and Training Provider
Organization Name: GST Michigan Works!
Contact Name: Jody Kerbyson
Title: Chief Executive Officer
Address: 711 N. Saginaw St., Suite 300, Flint, MI 48503
Phone: (810) 223-5974
Email: jkerbyson@gstmiworks.org

Role in Partnership: Provide project management and technical support through their business services and training dollars to provide ongoing and sustainable support for the industry cluster. Recruit talent. Provide job retention services will be made available for companies interested in joining the Business Resource Network (BRN).

PARTNER #3:

Partner Type: Workforce Development Entity
Organization Name: PartnerShift
Contact Name: Kathy Conklin
Title: Executive Director
Address: 1213 S. Washington Ave., Saginaw MI 48601
Phone: (989) 399-0016 x 107
Email: kconklin@scbep.com

Role in Partnership: Provide training in the area of HR, supervisors, job retention and employee engagement. PartnerShift has years of experience and success providing training, coaching and job retention services to Saginaw's largest employers, such as Nexteer Automotive and Morley Companies. Partnershift will be funded through private dollars.

PARTNER #4:

Partner Type: Non-Profit Organization
Organization Name: United Way of Genesee County

Contact Name: James Gaskin
Title: CEO
Address: 111 E. Court Street, Flint MI 48502
Phone: (810) 232-8121
Email: jgaskin@unitedwaygenesee.org

Role in Partnership: Will provide \$35,000 in job retention/wraparound services and provide access to their hardship loan program with Dort Federal Credit Union, for an additional value of \$20,000. For a total value of \$55,000 in support.

PARTNER #5:

Partner Type: Community-Based Organization
Organization Name: Flint and Genesee Chamber of Commerce
Contact Name: Tyler Rossmassler
Title: Director, Economic Development
Address: 519 Saginaw St Suite #200, Flint, MI 48502
Phone: (810) 813 - 2491
Email: TRossmassler@FlintandGenesee.org

Role in Partnership: The Flint Industry Cluster will align with the Chamber's Career Edge and Youth Quest programs to build a pipeline of talent for member companies. The Chamber will also provide business development services to employers in the collaborative and assist in recruiting new companies to join the collaborative.

PARTNER #6:

Partner Type: Education and Training Provider
Organization Name: Northwestern High School & Accelerated Learning Academy
Contact Name: TBD
Title: Director
Address: G-2138 W. Carpenter Road, Flint, MI 48505
Phone: (810) 760-1780
Email: TBD

Role in Partnership: Secondary Education Institution partnership

PARTNER #7:

Partner Type: Education and Training Provider
Organization Name: Southwestern Classical Academy
Contact Name: Christopher Ochodenicky
Title: Principal
Address: 1420 West Twelfth Street, Flint, MI 48507
Phone: (810) 760-1400
Email: cochodenicky@flintschools.org

Role in Partnership: Secondary Education Institution partnership

CONVENER/COLLABORATIVE MANAGER

As the lead applicant, the City of Flint (COF) is responsible for overall technical and financial oversight of the Flint MICA 2.0 program and will maintain close communication and effective coordination with LEO-WD. The COF Economic Development team is funded through a grant from the W.K. Kellogg Foundation to support the expansion of economic development efforts in the community. This team will be providing project management support, subject matter expertise and a personal network to grow the collaborative. The COF will facilitate meetings and work closely with companies to ensure success.

The Collaborative will meet on a monthly basis, at the employer worksites, to convene partner discussion meetings, conduct strategic planning, analyze data, and evaluate progress toward achieving metrics. These meetings will also be critical in troubleshooting talent development challenges. Employer monthly meetings will also include the key strategic partners described in this grant, among others. We will also invite speakers and present research that includes best practices to drive program improvements. On a quarterly basis we will reach out more broadly to conduct a community stakeholder meeting to provide updates, obtain feedback and disseminate information.

The COF staff will work closely with our key partners to conduct research, onboard new employers, convene partners and seek additional funding opportunities to support training and employment. The Flint Industry Cluster Collaborative will work collectively to promote industry best practices through networking with innovative and forward-thinking peers, collaboration on training, workforce development and business improvements, and outreach to Flint's youth to highlight the rewarding careers available via Collaborative employers.

The City of Flint team that will be supporting the Flint Industry Cluster Collaborative are the following:

Chay Linseman, Grant Administrator, will be the point of contact with the State of Michigan, regarding fiscal reporting and grant administration.

James Durian, Deputy Director, will be the point of contact for program administration, and he will project manage industry collaborative efforts, working directly with member companies and key stakeholders to ensure all partners are working collaboratively.

Linnette Phillips, Deputy Director, will provide strategic and tactical support as needed to recruit companies, stakeholders and other partners to support the growth of the collaborative.

METRICS

The City of Flint will maintain a continuous evaluation and feedback system to assure achievement of the Flint MICA 2.0 goals. The evaluation system includes computerized tracking of every aspect of the project from intake to expiration. The City of Flint will submit quarterly performance reports, participate in monthly calls, and submit quarterly invoicing to LEO-WD.

Participant tracking will be reported to the City of Flint by MCC and GST Michigan Works, based on the pool of participants placed into employment with Collaborative companies.

The City of Flint will work with the Flint Industry Cluster Collaborative to track, assess, and report outcome metrics that include the total number of: employers, partners, participants enrolled in and completing training, credential/certifications earned for high-wage/high demand jobs, participants unemployed prior to training, job retention at 6 months, participants from target populations (veterans, youth, women, youth 16-24, individuals with disabilities, minorities, non-traditional employees), and increase in earnings as a result of new skill attainment.

A shared tracking tool will be created to facilitate data collection and reporting. We will report on these items and any additional metrics as determined by the WDA on a regular basis throughout the grant period.

The estimated metric for the Flint Employer-led Collaborative is provided below:

Total number of employers involved in the employer-led collaborative	4
Total number of other stakeholders/partners involved in the employer-led collaborative	7
Total number of participants enrolled in training programs	50
Total number of participants completing training	45
Total number of credentials/certifications earned by participants for high-wage, high-demand occupations in the region	30
Total number of participants employed as a result of training completion	41
Total number of participants retained in employment after six months	31
Total number of participants from target populations (veterans, women, youth 16 – 24, individuals with disabilities, minorities, non-traditional employees)	25
Dollar amount of participants' earnings increases annually as a result of new skill attainment	+3,500

BUDGET

Budget Summary	Grant Costs	Leveraged Dollars
Employer-Led Collaborative Development and Implementation Activities	\$70,000	\$111,000
Training Activities	\$85,000	\$110,000
Administration (not to exceed 10 %) City of Flint	\$15,500	
Total Budget – Up To \$200,000	\$170,500	\$221,000

Budget Detail		
Employer-Led Collaborative Development and Implementation Activities	Grant Costs	Leveraged Dollars
1. Project Management, including salary and benefits: GST Michigan Works! (GST MW!) - \$35,000 and MCC - \$35,000	\$70,000	\$40,000
2. Employer engagement and facilitation (employer contribution)		\$16,000
3. Wrap around services (United Way)		\$55,000
Employer-Led Collaborative Activities: Sub-Total	\$70,000	\$111,000
Training Activities	Grant Costs	Leveraged Dollars
1. Mott Training: Funds to be earmarked for this project for Incumbent Worker Training or Individual Training Accounts as eligibility permits for MICA 2.0 participants -- via GST MW!	\$50,000	
2. Perkins funds -- via Mott Community College		\$30,000
3. Career Edge -- via Flint and Genesee Chamber of Commerce		\$80,000
4. Post-Employment Engagement and Retention Training -- via GST MW!	\$35,000	
Training Activities: Sub Total	\$85,000	\$110,000
Sub Totals and Administration	Grant Costs	Leveraged Dollars
Employer-Led Collaborative Activities: Sub-Total	\$70,000	\$111,000
Training Activities: Sub Total	\$85,000	\$110,000
Administration (not to exceed 10 %) City of Flint	\$15,500	
Total Budget	\$170,500	\$221,000

BUDGET NARRATIVE

Employer-Led Collaborative Activities

1. Project Management: City of Flint staff will work with Mott staff, GST Michigan Works! and the Chamber to facilitate the sharing of information between companies, identify and analyze talent needs, hold meetings with area employers, educators and community partners to solve industry cluster needs and facilitate the connection between employers and educational organizations, with a special focus on connecting disadvantaged youth and adults to high-demand career opportunities.

1a. City of Flint staff, through a \$2.9 million grant with the Kellogg Foundation, will provide staff support for the collaborative, to facilitate employer meetings, recruit additional companies, track metrics and progress, invite speakers and function as the overall project manager of the Collaborative.

1b. \$35,000 will fund Mott staff to provide a workforce coordinator and job retention coordinator, assigned to member companies to assist in staffing and supporting the recruitment, training and education of talent as well as coordinating job retention services.

1c. \$35,000 will fund GST MW! to find, recruit and qualify participants for training.

2. Employer Contribution: \$16,000 in membership fees from employers will be leveraged for project management, employer engagement and facilitation. This will help cover costs related to meetings, sharing information. We expect five companies during the first year to provide \$20,000.

3. Wraparound Services: The United Way will provide \$35,000 in wraparound services (assuming availability of funding) that the companies can utilize to help employees overcome barriers to employment. United Way will also provide company employees access to their Hardship Loan Program in partnership with Dort Federal Credit Union. United Way's total support is \$55,000.

4. Post-Employment Engagement and Retention Training: \$35,000 for GST MW! to provide retention training through their Business Resource Network Services, or other wrap around services to help participants. Companies may also choose to access HR and Supervisor training through private funding with PartnerShift.

Training Activities

1. Mott Training: Mott Community College will provide pre-employment training, OSHA 10 and Forklift training at a cost of \$50,000. The total cost per participant is \$1,000.

1a. Fast Track Pre-employment Training (\$500 per session x 36 sessions = \$18,000)

- Develop training curriculum in partnership with employer partners
- Establish enrollment criteria, recruit, and select participants
- 1-week training (20 hours)

1b. Forklift Training (\$225 per participant x 50 participants = \$11,250)

- 4-5 hour classroom course
- Forklift operation practice
- Performance evaluations

1c. OSHA 10 (\$185 per participant x 50 participants = \$9,250)

1d. Customized Training to be determined by Collaborative - \$11,500

2. Perkins: Mott Community College will leverage \$30,000 of Carl D. Perkins funding.

3. Career Edge: The Chamber will offer their Career Edge program for member companies, which provides a wage reimbursement of around \$4,000 per person. Based on number of hires, we expect 20 participants, at a value of \$80,000.

4. Post-Employment Engagement and Retention Training: PartnerShift will provide retention training for recent hires during the first year of job placement. The training is for 5 days within the first 6 months of hire - \$500 per person. 70 new hires = Total \$35,000. This funding will be provided through private dollars outside of the grant.

SUSTAINABILITY PLAN

City of Flint is a member of the My Brother's Keeper Alliance (MBKA), a national network of organizations committed to ensuring all young people are prepared to successfully enter the workforce. The City of Flint will leverage partnerships with Big Brothers Big Sisters, Flint Genesee Literacy Network and One Love Global to engage young men of color as an essential partner in the success and sustainability of the Flint Industry Cluster Collaborative. By aligning economic development, workforce development, education and community engagement the Collaborative will strengthen the Flint regional economy and connect residents to a viable career pathway.

The Collaborative will leverage additional philanthropic and private support to sustain this effort beyond the grant period. This includes the following funding streams to provide ongoing support, contingent upon availability:

- **Employer Contribution:** Member companies will pay an annual membership fee. Fees will vary depending on size of company and demand for services. Fee for the first year will vary between \$4,000 and \$8,250 and subsequent years would average \$8,250 per member. These funds will support administration, training and job retention services.
- **United Way:** On an annual basis the United Way of Genesee County will provide \$35,000 in wraparound services funding and access to a hardship loan program, with an estimated value of \$20,000 of additional support, to help individuals overcome barriers to employment.
- **W.K. Kellogg Foundation:** The City of Flint received \$2.9 million of funding to support economic development staffing and services for the city. This funding will be leveraged to help cover project management and staff support to promote ongoing development of the collaborative.
- **Federal Workforce Funding:** Through a partnership with GST Michigan Works! Agency and Mott Community College, we will access federal workforce dollars to support the recruitment, training and education of talent. We do not yet have an estimate to provide.
- **Carl D. Perkins State Leadership Funds:** Mott Community College will access Perkins funding to support the education and training of talent. An estimated \$30,000 of Perkins funding will be leveraged per annually.

- **Community Development Block Grants (CDBG):** The City of Flint receives CDBG dollars that may be available to support workforce development efforts. (e.g. Project QUEST). We do not yet have an estimate available to provide.

- **Other Funding Streams:** The Collaborative will identify other sources of private funding, such as the C.S. Mott Foundation, and public funding such as the state's Going Pro dollars, as potential sources of funding to support training, retention and upskilling of employees.

Engaging new employers to join the Collaborative is essential to sustainability. Additional employers will provide the guidance needed to expand career pathways and on ramps to residents. Having an established collaborative will provide the infrastructure needed to pursue funding opportunities across multiple sectors. There are sustainable cluster models that the Collaborative will explore including the formation of independent employer councils that are essential partners in regional economic development and innovation in areas such as manufacturing and logistics.

Michigan Industry Cluster Approach 2.0 (MICA 2.0)
Individual Participant Information Form

**Form to be completed by Grantee or employer for each participant in MICA 2.0 Grant Project.

SECTION I: PARTICIPANT INFORMATION

First Name:

Last Name:

Date of Birth: - -

Employer Sponsor:

1. Gender, select one:

- Male
- Female
- Did not disclose

2. Select the age category that reflects your current age (select only one):

- 16 – 24
- 25 – 54
- 55+

3. Do you have a disability? Select one:

- Yes
- No
- Did not disclose

4. Are you a Veteran? Select one:

- Yes
- No
- Did not disclose

5. Please select one or more:

- Hispanic
- Black/African American
- Asian
- American Indian/Alaska Native
- Native Hawaiian/Other Pacific Islander
- White
- Did not disclose

6. Economically disadvantaged

- Underemployed
- Unemployed

SECTION II: GRANTEE INFORMATION

Grantee	Grantee Name:
	Contact Name:
	Contact Email:
	Contact Phone:

SECTION III: OUTCOMES AND SERVICES PROVIDED TO PARTICIPANT

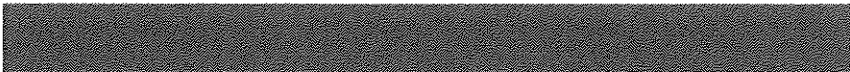
Services	<input type="checkbox"/> Registered Apprenticeship <ul style="list-style-type: none"> <input type="checkbox"/> a. Registration Date: - - - <input type="checkbox"/> New employee <input type="checkbox"/> Incumbent employee <input type="checkbox"/> On-the-Job Training (OJT) <input type="checkbox"/> Supportive Services <input type="checkbox"/> Other (Describe)
Outcomes	<input type="checkbox"/> Completed Training
	<input type="checkbox"/> Obtained a credential/certification
	<input type="checkbox"/> Obtained employment as a result to training
	<input type="checkbox"/> Retained employment after 6 months
	<input type="checkbox"/> <ul style="list-style-type: none"> Increased wages Wage amount 6 months prior to training: Wage amount 6 months after to training:

Funding Sources

	<input type="checkbox"/> Workforce Innovation and Opportunity Act (WIOA)
	<input type="checkbox"/> Going PRO Talent Fund (Talent Fund)
	<input type="checkbox"/> Michigan Advanced Technician Training (MAT ²) Program
	<input type="checkbox"/> Other (Describe)

General Information: Individual Participant Forms are to be used to complete the Quarterly Performance Reports (QPRs) which are due 30 days after the end of the reporting quarter.

Due Date	Period Covering
January 30, 2020	October 1 – December 31, 2019
April 30, 2020	January 1 – March 31, 2020



April 30, 2021

January 1 – March 31, 2021

June 30, 2021

April 1 – May 31, 2021

Individual Participant Forms are to be retained by the employer and/or Grantee and used to complete QPRs are to be sent electronically to TED-TDL@michigan.gov. The Grantor may review the individual Participant Forms during a monitoring visit.

Attachment C

Name of Grantee:			
Grant Number:			
Quarter Ending Date:			
Date of Submission:			
Program Contact Information:			
Name:			
Phone Number:		Email:	
	Current Quarter	Cumulative Total	
A. Demographic Information	1. Gender		
	a. Male		
	b. Female		
	c. Did Not Self-Identify		
	2. Age		
	a. 16-24		
	b. 25-54		
	c. 55+		
	3. Disability Status		
	a. Yes		
	b. No		
	c. Did Not Self-Identify		
	4. Veteran Status		
a. Yes			
b. No			
	Current Quarter	Cumulative Total	

	5. Economically disadvantaged		
	a. Yes		
	b. No		
B. Ethnicity	1. Hispanic		
	a. Yes		
	b. No		
	c. Did Not Self-Identify		
C. Race	1. Black/African American		
	2. Asian		
	3. American Indian/Alaska Native		
	4. Native Hawaiian/Other Pacific Islander		
	5. White		
	6. Did Not Self-Identify		
D. Services	1. Apprenticeship		
	2. On the job training (OJT)		
	3. Supportive Services		
	4. Other (Describe in Section IV)		
E. Funding Sources	1. Workforce Innovation and Opportunity Act (WIOA)		
	2. Going PRO Talent Fund		
	3. Other (Describe in Section IV)		
1	# of existing businesses engaged		
2	# of new businesses engaged		
3	# of new registered apprenticeship (RA) programs		
4	# of existing RA programs expanded		
5	# of stakeholders and partners to exclude business (i.e. Education and Community Non-Profits)		
		Current Quarter	Accumulative Total

6	# of participants enrolled in training programs		
	a. # of Incumbent Worker		
	b. # of Unemployed		
7	# of participants completing training		
8	# of participants employed as result of the training		
9	# of participants retained in employment after 6 months		
10	# of credentials/certifications earned by participants		
11	Participant average earnings		



1. Please clarify data points as necessary from sections I through III.
2. Percent of completion of the project objectives. Include a brief outline of the work accomplished during the reporting period and the work to be completed during the subsequent reporting period.
3. Describe success stories with participants, employer, and partners within the collaborative.
4. Describe any capacity-building and outreach efforts undertaken or completed during the quarter. Include A) Relevant program changes to support grant goals B) Curriculum development activity; and C) Special outreach efforts to employers and/or participants.
5. Describe any Technical Assistance (TA) needs with as much specificity as possible.
6. Brief description of problems or delays, real or anticipated, which should be brought to the attention of the Grantor.
7. Statement concerning any significant deviation from the previously agreed-upon Statement of Work.

Any Additional Comments: (Please Add Additional Sheets as Necessary)

Program Development	Current Grant Costs	Grant Costs	Current Leveraged Dollars	Leveraged Dollars
Program Development Sub-Totals				
Training				
Training Sub-Totals				
Administration (not to exceed 10%)				

Grant Period: October 1, 2019 to May 31, 2021

Please submit each quarterly report via email to TED-TDL@michigan.gov.

State Travel Rates

DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
VEHICLE AND TRAVEL SERVICES (VTS)
SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED
EMPLOYEES
Effective January 1, 2019

MICHIGAN SELECT CITIES *

	Individual	Group Meeting pre-arranged and approved
Lodging**	\$85.00	\$85.00
Breakfast	\$10.25	\$13.25
Lunch	\$10.25	\$13.25
Dinner	\$24.25	\$27.25

MICHIGAN IN-STATE ALL OTHER

	Individual	Group Meeting pre-arranged and approved
Lodging**	\$85.00	\$85.00
Breakfast	\$ 8.50	\$11.50
Lunch	\$ 8.50	\$11.50
Dinner	\$19.00	\$22.00
Per Diem	\$87.00	
Lodging	\$51.00	
Breakfast	\$ 8.50	
Lunch	\$ 8.50	
Dinner	\$19.00	

OUT-OF-STATE SELECT CITIES *

	Individual	Group Meeting pre-arranged and approved
Lodging**	Contact Conlin Travel	Contact Conlin Travel
Breakfast	\$13.00	\$16.00
Lunch	\$13.00	\$16.00
Dinner	\$25.25	\$28.25

OUT-OF-STATE ALL OTHER

	Individual	Group Meeting pre-arranged and approved
Lodging**	Contact Conlin Travel	Contact Conlin Travel
Breakfast	\$10.25	\$13.25
Lunch	\$10.25	\$13.25
Dinner	\$23.50	\$26.50
Per Diem	\$97.00	
Lodging	\$51.00	
Breakfast	\$10.25	
Lunch	\$10.25	
Dinner	\$23.50	

Incidental Costs (per overnight stay) \$5.00

Mileage Rates

Premium Rate	\$0.580 per mile
Standard Rate	\$0.340 per mile

*See Select High Cost City Listing

**Lodging available at State Rate, or call Conlin Travel at 877-654-2179 or www.somtravel.com

**DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
VEHICLE AND TRAVEL SERVICES (VTS)
SELECT HIGH COST CITY LIST**

**TRAVEL RATE REIMBURSEMENT FOR CLASSIFIED and UNCLASSIFIED EMPLOYEES EFFECTIVE
January 1, 2019**

Michigan Select Cities / Counties

Cities	Counties
Ann Arbor, Auburn Hills, Detroit, Grand Rapids, Holland, Leland, Mackinac Island, Petoskey, Pontiac, South Haven, Traverse City	Grand Traverse Oakland Wayne

Out of State Select Cities / Counties

State	City / County	State	City / County
Arizona	Phoenix, Scottsdale, Sedona	Maryland	Baltimore City, Ocean City (Counties of Montgomery & Prince Georges)
California	Los Angeles (Counties Los Angeles, Orange, Mendocino & Ventura) Edwards AFB, Arcata McKinleyville, Mammoth Lakes, Mill Valley, San Rafael, Novato, Monterey, Palm Springs, San Diego, San Francisco, Santa Barbara, Santa Monica, South Lake Tahoe, Truckee, Yosemite National Park	Massachusetts	Boston (Suffolk County), Burlington Cambridge, Woodburn Martha's Vineyard
Colorado	Aspen, Breckenridge, Grand Lake, Silverthorne, Steamboat Springs, Telluride, Vail	Minnesota	Duluth, Minneapolis/St. Paul (Hennepin and Ramsey Counties)
Connecticut	Bridgeport, Danbury	Nevada	Las Vegas
DC	Washington DC, Alexandria, Falls Church, Fairfax (Counties of Arlington & Fairfax in Virginia) (Counties of Montgomery & Prince George's in Maryland)	New Mexico	Santa Fe
Florida	Boca Raton, Delray Beach, Fort Lauderdale, Jupiter, Key West	New York	Lake Placid, Manhattan (boroughs of Manhattan, Brooklyn, Bronx, Queens and Staten Island), Melville, New Rochelle, Rrverhead, (Suffolk County), Ronkonkoma, Tarrytown, White Plaines
Georgia	Brunswick, Jekyll Island	Ohio	Cincinnati
Idaho	Ketchum, Sun Valley	Pennsylvania	(Bucks County) Pittsburgh
Illinois	Chicago (Cook & Lake Counties)	Rhode Island	Bristol, Jamestown, Middletown, Newport (Newport County), Providence
Kentucky	Kenton	Texas	Austin, Dallas, Houston, LB Johnson Space Center
Louisiana	New Orleans	Utah	Park City (Summit County)
Maine	Bar Harbor, Kennebunk, Kittery, Rockport, Sanford	Vermont	Manchester, Montpelier, Stowe (Lamoile County)
		Virginia	Alexandria, Falls Church, Fairfax
		Washington	Port Angeles, Port Townsend, Seattle
		Wyoming	Jackson, Pinedale

Michigan Industry Cluster Approach 2.0 (MICA 2.0)
Modification Request Form

COMPLETION OF THIS MODIFICATION DOES NOT GUARANTEE APPROVAL. THE MICHIGAN DEPARTMENT OF LABOR AND ECONOMIC OPPORTUNITY-WORKFORCE DEVELOPMENT (LEO-WD) CANNOT REIMBURSE FOR COSTS INCURRED PRIOR TO THE MODIFICATION BEING APPROVED.

MICA 2.0 Grant Number: _____

Grantee Name: _____

1. Reason for the modification, check all that apply:

Program cost is less than planned:
Amount of reduction \$

Program start and/or end dates:
NOTE: All MICA 2.0 funds must be spent by May 31, 2021.

Other: *Please explain:*

2. As a result of all or any of the above, will this change your Performance Measures?
Yes No If yes, please provide an explanation:

3. Please provide the rationale that supports this request. *Be as specific as possible as to why the circumstances are beyond the employer's control:*

Submitted by: _____

Date: _____

Grantee Name: _____

Upon completion and submission of this form, LEO-WD will review and evaluate the information provided. Based on this analysis, LEO-WD will approve or deny the request. Any such action taken by the LEO-WD could include the recapture of previously awarded funding.

Submit request to: TED-TDL@michigan.gov. Allow five business days for review.

146 01 1 20 20

RESOLUTION NO.: 200039

PRESENTED: 1-22-20

ADOPTED: _____

RESOLUTION TO ACCEPT THE DONATION OF STADIUM CHAIRS AND MISCELLANOUS SUPPLIES FROM PISTONS SPORTS AND ENTERTAINMENT

BY THE MAYOR:

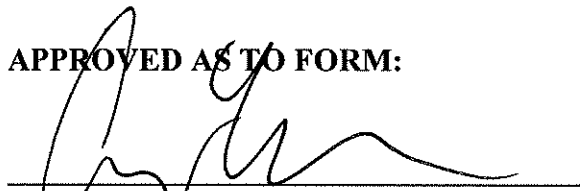
WHEREAS, The City of Flint intends to accept the donation Stadium Chairs and miscellaneous supplies from Pistons Sports and Entertainment, for use in public buildings pursuant to MCL 123.905(1).

WHEREAS, Stadium Chairs and miscellaneous supplies are valued at \$220,000.00 with the Stadium Chairs to be installed at City Hall in council chambers and the dome.

WHEREAS, Mayor, Sheldon Neeley recommends accepting the donation of Stadium Chairs and miscellaneous supplies from Pistons Sports and Entertainment for use at City Hall.

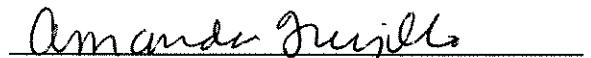
THEREFORE, BE IT RESOLVED that the Flint City Council agrees to accept the donation of Stadium Chairs and miscellaneous supplies from Pistons Sports and Entertainment.

APPROVED AS TO FORM:



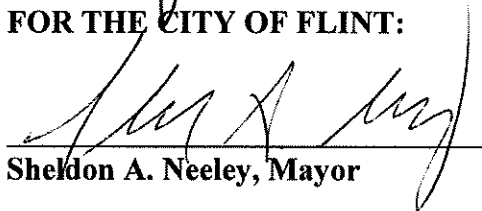
Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:



Amanda Trujillo, Acting Chief Financial Officer

FOR THE CITY OF FLINT:



Sheldon A. Neeley, Mayor

APPROVED BY CITY COUNCIL:

Monica Galloway, City Council President

SUBMISSION NO.: 200040

PRESENTED: 1-22-20

ADOPTED: _____

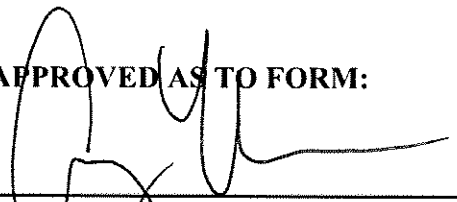
**RESOLUTION AUTHORIZING AMENDMENT OF THE 2019-20 ADOPTED BUDGET
IN THE AMOUNT OF \$196,000**

Additional funds are required in the FY 2019-20 adopted budget for the Information Technology Department equipment fund in the amount of \$196,000 to be transferred from the Information Service Fund (636) into account number 636-228.100-977.000; and


In accordance with Budget Ordinance #3856 adopted 1-25-15, transfers from Fund Balance qualify as budget amendments; and

In accordance with Budget Ordinance #3856 adopted 1-25-15, budget amendments in excess of \$25,000 shall be submitted to City Council for its approval;

IT IS RESOLVED, that the Proper City Officials, upon City Council's approval, are hereby authorized to do all things necessary to amend the 2019-20 adopted budget of the City of Flint to reflect the changes requested above the transfer of \$196,000.00 into account 636-228.100-977.000 from the Information Service Fund (636).

APPROVED AS TO FORM:


Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:


Amanda Trujillo,
Acting Chief Finance Officer


Clyde Edwards, City Administrator

CITY COUNCIL:

Monica Gallaway, Council President



RESOLUTION STAFF REVIEW

DATE: 12/17/2019

Agenda Item Title: Resolution authorizing a budget amendment

Prepared By: Monique Cole, IT Administrative Assistant

Background/Summary of Proposed Action: Funding for new IP Telephony System was included in the previous year the Equipment Fund for FY 2018-19 budget. Subsequently, the installation and payment for the new IP Telephony System occurred during the first quarter of FY 2019-20 which has forced the Information Technology equipment fund to be over budget.

The amount of \$196,000 should be transferred from the Information Service Fund (636) account to Information Technology Equipment account so that all IT equipment 636-228.100-977.000 needs are met for the remainder of FY 2019-20.

Financial Implications: Information Technology will not be able to purchase IT equipment that would be necessary to keep the City of Flint computer systems and network up and running.

Budgeted Expenditure? Yes No Please explain if no:


Account Nos. 636-228-100-977.000

Pre-encumbered? Yes No Requisition #

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

Staff Recommendation: Recommend Approval

Staff Person:


Jeff Keen, IT Director

Approval:

