

City of Flint, Michigan

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



Meeting Agenda - Final

Wednesday, April 17, 2019

5:00 PM

Committee Room

FINANCE COMMITTEE

Monica Galloway, Chairperson, Ward 7

*Eric Mays, Ward 1
Santino J. Guerra, Ward 3
Jeri Winfrey-Carter, Ward 5
Allan Griggs, Ward 8*

*Maurice D. Davis, Ward 2
Kate Fields, Ward 4
Herbert Winfrey, Ward 6
Eva L. Worthing, Ward 9*

Inez M. Brown, City Clerk

ROLL CALL

ADDITIONS/CHANGES TO AGENDA

Council shall vote on any changes/additions to the agenda.

SPECIAL ORDERS

- 190141** Special Order/No-Cost Contract Changes
- A Special Order as requested by Finance Chairperson Monica Galloway to discuss no-cost contract changes.
- 190015** Special Order/Status of Water Fund
- A Special Order as requested by Councilperson Fields to discuss the status of the city's Water Fund.
- 190045** Special Order/Master Fee Schedule/Review of Fees/Service Charges
- Special Order as requested by Councilperson Mays concerning the recently amended (Resolution No. 180351 -- adopted July 23, 2018) Master Fee Schedule that added fees for micro-cell equipment, and to allow discussion of lowering service charge fees for low income residents.
- 190084** Special Order/Discussion of Letter
- A special order as requested by Councilperson Mays, re: He would like to discuss a letter addressed to Councilpersons Fields, Griggs and Worthing.
- 190102** Special Order/Rowe Professional Services/FAST Start Project
- A Special Order as requested by 1st Ward Councilperson Eric Mays to allow for a discussion with Rowe Professional Services, whose contract for Phase VI of the City's FAST Start Project [Program] was approved by City Council on March 11, 2019.
- 190150** Special Order/Auditor for the City
- A Special Order as requested by 4th Ward Councilperson Kate Fields in order to prepare an RFP for a City auditor for FY2020. [Referral Action Date: 4/08/2019 @ Special Affairs Committee Meeting]

RESOLUTIONS

- 190123** Lease Agreement/City of Flint/Zero Mass Water, Inc.
- Resolution resolving that the Flint City Council approves the Lease Agreement

between the City of Flint and Zero Mass Water, Inc. [NOTE: Zero Mass Water, Inc. has agreed to produce bottled water, utilizing SOURCE Hydropanels that provide clean, safe, high quality, renewable drinking water. The Hydropanels are to be installed pursuant to the terms of the lease.]

Postponed from 4-3-19 Finance Committee

190142 Gorno Ford/Four (4) Police Vans

Resolution authorizing the Department of Purchases and Supplies, upon City Council's approval, to hereby authorized to issue a purchase order to Gorno Ford for four (4) Ford vans, with upfitting, in an amount NOT-TO-EXCEED \$195,043.00, as requested by Police [Fleet/Central Garage Fund Acct. No. 661-451.100-977.500].

190144 Contract/City of Flint/County of Genesee/Flint Holding Facility Operation

Resolution resolving that the appropriate city officials are to do all things necessary to enter into the an agreement with Genesee County for operation of the Flint Holding Facility. [NOTE: The City of Flint Police Department includes a 110-person holding facility with the ability to hold detainees for up to 72 hours. The Genesee County Sheriff currently operates the holding facility. The city and the sheriff have agreed to the terms of a contract for the sheriff to continue operating the facility for a contract price NOT-TO-EXCEED \$2,608,152.00. The agreement is contingent on the city receiving funding from the State of Michigan to pay the full costs of the contract and the sheriff receiving a continued waiver from the Michigan Department of Corrections.] [NOTE: According to the Staff Review Form, the contract is for 12 months beginning October 1, 2018 and ending November 30, 2019.]

190145 MDOT Contract/Michigan Department of Transportation (MDOT)/Traffic Signal Upgrade Work

Resolution resolving that the appropriate city officials are authorized to do all things necessary to enter into MDOT Contract No. 19-5147 (Job Nos. 130885CON, 138091CON and 130902CON), including local contributions of \$76,200.00, plus potential overruns in the amount of \$10,000.00, for a total of \$86,200.00, AND, resolving that Mayor Karen W. Weaver is the duly authorized city Official authorized to sign MDOT Contract No. 19-5147, on behalf of the City of Flint [Major Street Acct. No. 202-441.702-801.000.] [NOTE: MDOT has submitted to the City of Flint Contract No. 19-5147, Job Nos. 130885CON, 138091CON and 130902CON, to be executed for the purpose of fixing the rights and obligations of the parties in agreeing to three parts: Part A is traffic signal upgrades at Averill Avenue and Court Street, Part B is traffic signal upgrades at Averill Avenue and the Davison Road intersection, and Part C is traffic signal upgrades at Saginaw Street and Hemphill Road. All three parts include box span traffic signal layout, traffic signal timing upgrade and concrete sidewalk work.]

190146 Grant Acceptance/Budget Amendment/Transfer of Funds/Community Foundation of Greater Flint/City of Flint/Implementation/Community Recovery Plan Resident Facilitator Project

Resolution resolving that the appropriate City of Flint officials, upon City Council's approval, are hereby authorized to do all things necessary to appropriate grant funding, and abide by terms and conditions of the grant from the Community Foundation of Greater Flint, in the amount of \$7,500.00, to Grant Fund Acct. No. 296-171.250, under Grant Code LCF19-CRPRF, as requested by the Mayor's Office. [NOTE: The city was awarded grant funding from the Community Foundation of Greater Flint in the annual amount of \$7,500.00 from March 11, 2019 through September 30, 2019. The grant is for the implementation of the Community Recovery Plan Resident Facilitator Project, which is designed to promote community engagement and leadership and will implement policies and programs related to recovery as it relates to the Flint Water Crisis.]

- 190147** Budget Amendment/Transfer of Funds/Michigan Department of Environmental Quality (MDEQ)/Environmental Remediation/Clark Commons Phase I/Choice Neighborhoods Implementation

Resolution resolving that the appropriate City of Flint officials, upon City Council's approval, are hereby authorized to do all things necessary to execute a grant contract with the Michigan Department of Environmental Quality (MDEQ) [in the amount of \$499,995.00], and process a budget amendment for the appropriation of funds under SDEQ-19-BRDP Acct. No. 296-721.200-539.000 and SDEQ-19-BRDP Acct. No. 296-721.200-801.000. [NOTE: The city was awarded grant funding from the Michigan Department of Environmental Quality (MDEQ) for Phase I environmental remediation in the Clark Commons development, which will include remediating known environmental contaminants such as printing chemicals, petroleum projects and other hazardous materials previously used, stored and handled.]

- 190157** Grant Agreement/U.S. Department of Justice/Office of Justice Programs/FY2018 Technology Innovation for Public Safety (TIPS) Grant

Resolution resolving that the appropriate city officials, upon City Council's approval, are hereby authorized to do all things necessary to enter into the Office of Justice Programs grant agreement between the City of Flint and the Department of Justice, in the amount of \$499,694.00, for the period of October 1, 2018 through September 30, 2020, AND, resolving that the funds in the amount of \$499,694.00 available from this grant be accepted by the City of Flint, and that said appropriation be made to the City of Flint Grant Fund (296FD) to be used solely for the above stated purpose as set forth in the grant agreement and related documents. [NOTE: The Office of Justice Programs Grant, 2018-DG-BX-K003, is a two-year grant, funded by the U.S. Department of Justice, with no local match required. The TIPS grant will fund three crime analysts, software, maintenance support and various pieces of equipment.]

DISCUSSION ITEMS

- 190151** Referral/Kellogg Foundation Grant

Referral by Councilperson Fields to ADMIN/FIN, re: She requests the following

information regarding the approx. \$3 million Kellogg Foundation Grant to the City of Flint for economic development: (1) a copy of the City's full report having to do with this economic development grant, and (2) the grant's activity report to date for these funds. [Referral Action Date: 4/08/2019 @ Special Affairs Committee Meeting.]

190154 Discussion Item/Water Theft

A discussion items as requested by Councilperson Galloway, re: Water theft. [Referral Action Date: 4/11/2019 @ Special City Council Meeting.]

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.]

170066 Referral/Business Customers/Legal Action/Multi-Unit Developments

Referral by Councilperson Mays to ADMIN/LEGAL, re: He would like the law department to provide information on how to pursue action against owners of multi-unit developments when the renters pay their water bills but the landlord does not, and if that can be written into an ordinance. [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.]

170424 Discussion Item/Water Assistance Program/Disadvantaged/Elderly Customers

Discussion item as requested by Councilperson Mays: He would like to talk about a water assistance program and/or agencies that can assist disadvantaged and/or elderly water customers. [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.]

170601 Referral/2016 Tax Reverted Property/5306 North Street

Referral by Councilpersons Mays and Guerra to LEGAL: He would like to know how and when the ownership of 5306 North Street (old Jefferson Elementary School) will be returned to the 2nd Chance Church (5306 North Street was the only tax reverted property whose transfer from Genesee County the City of Flint did not object to in 2016). [Referral Action Date: 12/13/2017 @ Special City Council Meeting.]

180001 Payments/State of Michigan's \$25 Million Discretionary Fund

Referral and discussion item from Councilperson Mays to FIN: How much money has been taken from the State of Michigan's \$25 million in discretionary funds and what was it used for? [Referral Action Date: 1/3/18 @ 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.]

180025 Referral/Copy/'Transfer of Property'

A referral from Councilperson Mays to LAW: He would like a copy of the Legal Department's interpretation of "Transfer of Property." [Referral Action Date: 1/17/2018 @ Finance Committee Meeting.]

180055 Referral/Reprogramming/Unspent CDBG Grant Funds/HUD Regulations/Email Exchange

Referral by Councilperson Galloway to PLANNING and DEVELOPMENT, re: She requests copies of the HUD rules/policies that govern the distribution and

reprogramming of unspent CDBG grant funds. She also requests a copy of the email exchange between Interim Planning and Development Director Suzanne Wilcox and HUD representatives with regard to \$442,200.00 reprogrammed funds (See Resolution No. 180011, as adopted by the City Council on January 22, 2018). [Referral Action Date: 2/12/2018 @ Special Affairs 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.]

180302 Discussion Item/Budgetary Requirements/Ethics & Accountability Board

Referral by Councilperson Mays to FINANCE, re: He would like to add a discussion about budgetary requirements as they relate to the Ethics and Accountability Board on the Finance Committee Agenda. [Referral Action Date: 6/25/2018 @ City Council 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.]
- 180369** Referral/Number of Employees Needed/Turning Water On and Off
- Referral from Councilperson Mays to DEPARTMENT OF PUBLIC WORKS/FINANCE, re: He would like a breakdown of personnel needed to turn water on and then to turn water off. [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.]

180508 Referral/Questions/Finance/Contracts/Invoices/Financial Statements/Rizzo

A referral as requested by Councilpersons Fields and Galloway to FIN: They would like answers to questions posed in a memo to Finance Director Hughey Newsome regarding contracts, invoices (including any outstanding invoices) and various financial statements, and specific questions about invoices and payments to trash company Rizzo (copy of memo provided). They would also like the account(s) the money was taken from, proof that it was budgeted, information regarding who authorized (signed the payments), and an answer as to why Rizzo was paid in 2018 and not 2016 or 2017. [Referral Action Date: 9/24/2018 @ 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.]

180511 Referral/Attendance/Planning & Development Director/Action Plan

A referral as requested by Councilperson Mays to PLANNING & DEVELOPMENT: He would like for Planning & Development Director Suzanne Wilcox to attend the next Finance Committee meeting to discuss Special Order 180448 - the final allocations of the recent Action Plan, as well as any leftover funds. [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 hydrovacating, 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.]

180532 Referral/Zito Construction

A referral as requested by Councilperson Galloway to FIN/DPW: She would like to know if Zito Construction is being assessed liquidated damages, according to their contract. Also, what are the estimated damages? How many houses does Zito need to complete? What else do they need to complete as part of their contract? [Referral Action Date: 10/3/2018 @ Finance Committee Meeting.]

180570 Referral/Waste Collection Contract

Referral by Councilperson Mays to ADMIN/DPW re: He would like a copy of the current waste collection contract with Republic for waste/rubbish collection. [Referral Action Date: 10/22/2018 @ City Council 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.]

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.]

NEW BUSINESS

ADJOURNMENT

190123

RESOLUTION NO.: _____

PRESENTED: 4-4-19

ADOPTED: _____

RESOLUTION TO APPROVE LEASE AGREEMENT BETWEEN THE CITY OF FLINT AND ZERO MASS WATER MICHIGAN, LLC

BY THE MAYOR:

WHEREAS, Zero Mass Water Michigan. LLC has agreed to produce bottled water, utilizing SOURCE Hydropanels, that provide clean, safe, high quality, renewable drinking water.

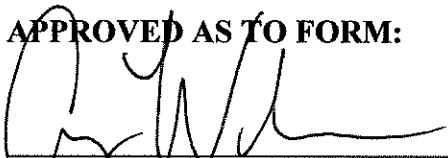
WHEREAS, the Hydropanels are to be installed pursuant to the terms of the lease.

WHEREAS, the City of Flint and Zero Mass Water Michigan, LLC desire to enter into a Lease for the Premises. A copy of the Lease Agreement is attached.

WHEREAS, Mayor, Dr. Karen W. Weaver recommends approving the Lease Agreement between the City of Flint and Zero Mass Water Michigan, LLC.


THEREFORE, BE IT RESOLVED that the Flint City Council approves the Lease Agreement between the City of Flint and Zero Mass Water Michigan, LLC.

APPROVED AS TO FORM:



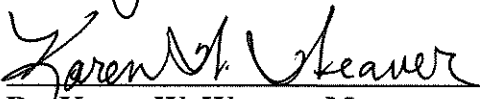
Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:



Hughey Newsome, Chief Financial Officer

FOR THE CITY OF FLINT:



Dr. Karen W. Weaver, Mayor

APPROVED BY CITY COUNCIL:

Herbert Winfrey, City Council President

190142

(Bid #19000021)

SUBMISSION NO.: _____

PRESENTED: 4-17-19

ADOPTED: _____

RESOLUTION TO GORNO FORD FOR FOUR (4) POLICE VANS


BY THE CITY ADMINISTRATOR:

The Fleet Division is requesting the issuance of a purchase order to procure four (4) Ford vans to be used in the Police Department as part of the FY19 vehicle replacement plan; and

Gorno Ford, 22025 Allen Rd., Woodhaven, MI has submitted a cost to purchase said vehicles through the State of Michigan MiDeal program contract #VAN-0126A. Funding for said services will come from the following account: 661-451.100-977.500; and

IT IS RESOLVED, that the Department of Purchases and Supplies, upon City Council's approval, is hereby authorized to issue a purchase order to Gorno Ford for four (4) Ford vans in an amount not to exceed \$195,043.00. (Fleet/Central Garage Fund)

APPROVED PURCHASING DEPT.:



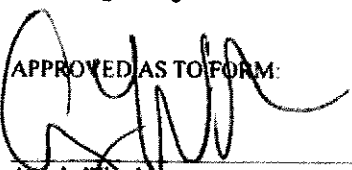
Joyce A. McClane
Purchasing Manager

APPROVED AS TO FINANCE:



Ayunna Dompree
Deputy Chief Financial Officer

APPROVED AS TO FORM:



Angela Wheeler
Chief Legal Officer



Steve Branch, City Administrator

RESOLUTION STAFF REVIEW

DATE:
2/15/19

Agenda Item Title:
Purchase of Replacement Vehicles

Prepared By:
Mike Rule

Background/Summary of Proposed Action:

As part of the vehicle replacement plan for FY19, the Fleet Department is requesting to purchase (4) vehicles to be utilized by the Police Department. The Ford vans, by request of the Police Department, will replace their current raid, prisoner, PAL and IB Tech vans that range in age from 1999 to 2001 and are in poor condition.

The specified vehicles have a purchase cost of \$195,043.00, using the MiDeal Contract # VAN-0126A base pricing with additional detailed upgrades.

The (4) vehicles that will be replaced shall be removed from service and sold at public auction.

Financial Implications:


Budgeted? Yes No Please explain if no

Account No.: 681-451.100-977.500

Pre-encumbered? Yes No Req# 190001471

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

Staff Recommendation: Approval

Staff Person: 
(Dept Head or other authorized staff)

Michael Rule, Fleet Manager

190144

SUBMISSION NO.: _____

PRESENTED: 4-17-19

ADOPTED: _____

**RESOLUTION AUTHORIZING AN AGREEMENT WITH GENESEE COUNTY FOR
OPERATION OF THE FLINT HOLDING FACILITY FOR THE PERIOD OCTOBER 01, 2018
THROUGH SEPTEMBER 30, 2019**

BY THE MAYOR:

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

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

The Genesee County Sheriff currently operates the holding facility. The City and the Sheriff have agreed to the terms of a contract for the Sheriff to continue operating the facility. Pursuant to that agreement, the Sheriff will operate the Flint Holding Facility for a contract price not-to-exceed \$2,608,152.00; and

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

It is the determination of the City that it is in its best interest to enter into a contract with the Sheriff to continue operating the holding facility.

IT IS RESOLVED, that the appropriate City Officials are to do all things necessary to enter into the attached agreement with the Genesee County for operation of the Flint Holding Facility.

APPROVED AS TO FORM:



Angela Wheeler, Chief Legal Officer



Tamar Lewis, Deputy Finance Director

FOR THE CITY OF FLINT:



Steve Branch, City Administrator

CITY COUNCIL:

Herbert J. Winfrey, City Council President

RESOLUTION STAFF REVIEW FORM

DATE: 04/08/19

Agenda Item Title: Genesee County Holding Facility Services

Prepared By: Rick Johnson, Police Financial Coordinator

Background/Summary of Proposed Action: Resolution authorizing an agreement with the Genesee County to operate the City of Flints Holding Facility according the guidelines of the attached contract. The contract is for 12 months, October 01, 2018 through September 30, 2019 in the amount not to exceed \$2,608,152.00. All qualifying expenses will be refunded to the City from the State of Michigan Department of Corrections.

Financial Implications: Funded by the State of Michigan.

Budgeted Expenditure: Yes No Please explain, if no:

Account #: Expense: 101-302.205-801.000
Revenue: 101-302.205-539.000

Pre-encumbered: Yes No **Requisition #:**

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

Staff Recommendation: Recommend Approval

Staff Person:


Timothy Johnson, Chief of Police

**CITY OF FLINT AND GENESEE COUNTY
AGREEMENT FOR OPERATION OF FLINT HOLDING FACILITY
BY GENESEE COUNTY SHERIFF
FY2018-19**

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

The Holding Facility is a 110 person pre-arraignment lodging facility located on the second floor of the City of Flint Police Department. The Sheriff shall operate the Holding Facility in accordance with the following terms and conditions:

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

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

4. **Compensation:** This agreement is contingent on certain conditions described below. In the event the City receives funding, the City shall pay for such services, as set forth herein, a contract price not to exceed **\$2,608,152.00** for services as described in the original 3 and 6 page **"Genesee County Sheriff's Office Flint City Lockup Proposals"** and the attachment to this contract titled, **"899.3050.3030 Flint City Lockup - 2018/19 Proposed Budget,"** which governs pricing for this contract term, with the amounts stated in this document superseding any inconsistent amounts stated in the proposals, with the exception of the maintenance fees, not to exceed \$40,000.00, to also be covered by the County upon verification of maintenance work completed. The contract price includes all anticipated costs of operating the facility including transport, meals, insurance, service fees, and personnel costs. In no event will County be entitled to a greater amount of payment than is set forth in this contract, nor will the County perform services or acquire equipment for which it will not be reimbursed. Other costs may include vacation payouts upon retirement for time accrued while assigned to the Holding Facility. County expressly recognizes that oral agreements by City officials to pay a greater amount are not binding.

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

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

Invoices shall be submitted to:

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

- (2) Invoices shall be paid by the City within forty-five (45) days of submission of a proper invoice.
- (3) It is solely within the discretion of the City as to whether County has provided a proper invoice. The City may require additional information or waive requirements as it sees fit.
- (4) If, during the period covered by this Agreement, an increase in salary, fringe benefits, or other costs is implemented as a result of negotiation between the County and the collective bargaining organization (labor union) of the employees or as a result of rate increases, this Agreement shall be amended to include the increased cost of providing the services covered by this Agreement, and the City agrees to reimburse the County to the extent of the increased costs and available funding.

5. **Contingencies:** This agreement is contingent on the City receiving funding to pay the full costs of this contract for the services described in paragraph 4, above, from the State of Michigan for the Holding Facility, and the Sheriff receiving a continued waiver from the Michigan Department of Corrections regarding the standards applicable to the Holding Facility. Failure to obtain either contingency shall render this contract void.
6. **Contract Documents:** The invitation for bids, instructions to bidders, proposal, affidavit, addenda (if any), statement of bidder's qualifications (when required), general conditions, special conditions, performance bond, labor and material payment bond, insurance certificates, technical specifications, and drawings, together with this agreement, form the contract, and they are as fully a part of the contract as if attached hereto or repeated herein.
7. **Disclaimer of Contractual Relationship with Subcontractors:** Nothing contained in the Contract Documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.
8. **Term:** The term of this contract is October 1, 2018, through September 30, 2019.
9. **Certification, Licensing, Debarment, Suspension and Other Responsibilities:** County warrants and certifies that County and/or any of its principals are properly certified and licensed to perform the duties required by this contract in accord with laws, rules, and regulations, and is not presently debarred, suspended, proposed for debarment or declared ineligible for the award of any Federal contracts by any Federal agency. County may not continue to or be compensated for any work performed during any time period where the debarment, suspension or ineligibility described above exists or may arise in the course of County contractual relationship with the City. Failure to comply with this section constitutes a material breach of this Contract. Should it be determined that County performed work under this contract while in non-compliance with this provision, County agrees to reimburse the City for any costs that the City must repay to any and all entities.
10. **Force Majeure:** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, and acts of God. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the services may continue.
11. **Good Standing:** County must remain current and not be in default of any obligations due the City of Flint, including the payment of taxes, fines, penalties, licenses, or other monies due the City of Flint. Violations of this clause shall constitute a substantial and material breach of this contract. Such breach shall constitute good cause for the termination of this contract should the City of Flint decide to terminate on such basis.
12. **Liability:** Each party to this Agreement will remain responsible for any claims arising out of that party's performance of this Agreement, as provided for in this Agreement or by law. This Agreement is not intended to either increase or decrease either party's liability to, or immunity from, tort claims.

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

13. **Independent Contractor:** No provision of this contract shall be construed as creating an employer-employee relationship. It is hereby expressly understood and agreed that County is an "independent contractor" as that phrase has been defined and interpreted by the courts of the State of Michigan and, as such, County is not entitled to any benefits not otherwise specified herein.
14. **Insurance/Worker's Compensation:** County shall provide evidence of having acquired the insurance for this Contract. All coverage shall be obtained from insurance companies licensed and authorized to do business in the State of Michigan unless otherwise approved by the City's designated representative. Policies shall be reviewed by the City's designated representative for completeness and limits of coverage. All coverage shall be with insurance carriers acceptable to the City of Flint. County shall maintain the following insurance coverage for the duration of the contract:
- (a) Commercial General Liability coverage of not less than \$11,000,000 combined single limit. This coverage shall include: Bodily Injury, Personal Injury, Property Damage, Contractual Liability, Products and Completed Operations, Independent Contractors; Broad Form Commercial General Liability Endorsement, (XCU) Exclusions deleted and a per contract aggregate coverage.
 - (b) Workers Compensation Insurance in accordance with Michigan statutory requirements. The Parties agree that this coverage is included in the personnel costs in the Proposal.
 - (c) SIR Charges. It is understood that no County resources will be expended which are not reimbursed. County shall establish and maintain, and City shall pay into utilizing the approved State funding, an account, designated on the Proposed Budget 2018-19 as "Damage Claims General/SIR," to be utilized solely as the Self Insured Retention source of funding for settlements or payments on claims, including legal fees, arising from the Holding Facility. The City's contribution to the payment on claims, including legal fees, arising from the Holding Facility is limited to the source funding provided by the State. The contribution into this account agreed upon by the Parties for this term is \$50,000 to be invoiced and paid in the first billing cycle. County agrees to provide a quarterly accounting of this fund.

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

15. **Laws and Ordinances:** County shall obey and abide by all of the laws, rules and regulations of the Federal Government, the Constitution of the United States, State of Michigan, Genesee County and the City of Flint, applicable to the performance of this

agreement, including, but not limited to, labor laws, and laws regulating or applying to public improvements.

16. **Modifications:** Any modifications to this contract must be in writing and signed by the parties or the authorized employee, officer, board or council representative of the parties authorized to make such contractual modifications under State law and local ordinances.
17. **Non-Assignability:** County shall not assign or transfer any interest in this contract without the prior written consent of the City provided, however, that claims for money due or to become due to County from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
18. **Non-Disclosure/Confidentiality:** County agrees that the documents identified herein as the contract documents are confidential information intended for the sole use of the City and that County will not disclose any such information, or in any other way make such documents public, without the express written approval of the City or the order of the court of appropriate jurisdiction or as required by the laws of the State of Michigan.
19. **Non-Discrimination:** County shall not discriminate against any employee or applicant for employment with respect to hiring or tenure; terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment, because of race, color, creed, religion, ancestry, national origin, age, sex, height, weight, disability or other physical impairment, marital status, or status with respect to public assistance.
20. **No Third Party Beneficiaries:** There are no third party beneficiaries of this contract.
21. **Notices:** Notices to the City of Flint shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to Flint City Attorney, City of Flint, 1101 S. Saginaw St, Flint, Michigan 48502 and Flint City Clerk, City of Flint, 1101 S. Saginaw Street, Flint, Michigan 48502, or to such other address as may be designated in writing by the City from time to time. Notices to County shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to Genesee County Office of the Prosecuting Attorney-Civil Division, 900 S. Saginaw, Ste. 102, Flint, MI 48502, or to such other address as may be designated in writing by County from time to time.
22. **Records Property of City:** All documents, information, reports and the like prepared or generated by County as a result of this contract shall be shared with the City of Flint at the City's request.
23. **Scope of Services:** County shall provide all of the personnel, materials, labor, equipment, supplies, machinery, tools, cleaning, superintendence, insurance and other accessories and services necessary to provide the service in accordance with the original **3 and 6 page** proposals titled "**Genesee County Sheriff's Office Flint City Lockup Proposal**," the attachment to this agreement titled, "**899.3050.3030 Flint City Lockup - 2018/19 Proposed Budget**," which governs pricing for this contract term, and the special conditions stated within this agreement. City will provide the physical space as well as all utilities and general maintenance of the space. If there is any inconsistency between the proposal and the conditions stated in this document or in the other attachments to this document, the terms of the proposal are superseded to the extent of such inconsistency.

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

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

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

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

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

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

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

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

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

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

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

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

(i) **Collect Calling Service** - The City may offer detainees collect calling service, including but not limited to installation of phones in the Holding Facility, and the City will recover all revenue generated. The County assumes no responsibility for this service or its maintenance.

(j) **Monitoring System** - The County will continue to maintain the previously installed video monitoring system in the facility.

25. **Severability:** In the event that any provision contained herein shall be determined by a court or administrative tribunal to be contrary to a provision of state or federal law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court or administrative tribunal so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision. The invalidation of one or more terms of this contract shall not affect the validity of the remaining terms.

26. **Standards of Performance:** County agrees to exercise independent judgment and to perform its duties under this contract in accordance with sound professional practices. The City is relying upon the professional reputation, experience, certification, and ability of County. County agrees that all of the obligations required by it under this Contract shall be performed by the County and its employees and working under County direction and control.

27. **Subcontracting:** No subcontract work, if permitted by the City, shall be started prior to the written approval of the subcontractor by the City. The City reserves the right to accept or reject any subcontractor.
28. **Termination:** Either party may terminate this contract upon giving written notice 2 months in advance. The contract will be automatically terminated should the State of Michigan not provide funds to operate the Holding Facility. The City will immediately notify the County if it learns that the State will not renew funding for the Holding Facility for the purpose of implementing an organized transition or shut down of the Facility.
29. **Time of Performance:** County's services shall commence immediately upon receipt of the notice to proceed and shall be carried out forthwith and without reasonable delay.
30. **Waiver:** Failure of the any of the Parties to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any term, covenant, or condition. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.
31. **Whole Agreement:** This written agreement and the documents cited herein embody the entire agreement between the parties. Any additions, deletions or modifications hereto must be in writing and signed by both parties.

SIGNATURE PAGE FOLLOWS

HOLDING FACILITY CONTRACT 2018-19
SIGNATURE PAGE

COUNTY OF GENESEE:

Ted Henry, Chairperson
Genesee County Board of Commissioners

Date

Robert J. Pickell, Sheriff

Date

CITY OF FLINT, a Michigan Municipal Corp.:

Dr. Karen W. Weaver, Mayor

Date

APPROVED AS TO FORM:

Brian D. MacMillan
Senior Assistant Prosecuting Atty.-Civil Division

Date

Angela Wheeler
Chief Legal Officer

Date

190145

SUBMISSION NO.: _____

PRESENTED: 4-17-19

ADOPTED: _____

Resolution Authorizing Appropriate City of Flint Officials to Do All Things Necessary to enter into MDOT Contract 19-5147, Job No. 130885CON, 138091CON AND 130902CON for the purpose of fixing the rights and obligations of the parties in agreeing to traffic signal upgrade work in the City of Flint at Averill Avenue and Court Street, Averill Avenue and Davison Road and Saginaw Street and Hemphill Road intersections

BY THE MAYOR:

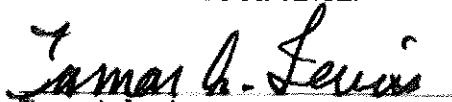
MDOT has submitted to the City of Flint Contract 1951478, Job No. 130885CON, 138091CON AND 130902CON, to be executed for the purpose of fixing the rights and obligations of the parties in agreeing to three parts: Part A is traffic signal upgrades at Averill Avenue and Court St., Part B is traffic signal upgrades at Averill Avenue and Davison Road intersection and Part C is traffic signal upgrades at Saginaw Street and Hemphill Road. All three parts include box span traffic signal layout, traffic signal timing upgrade and concrete sidewalk work; and all together with necessary related work.

The present estimated project cost is \$381,200.00, with a Federal share of \$305,000 and the local share of \$76,200 (City of Flint), which is the equivalent of 20% of the project cost after a deduction of Federal aid. The State of Michigan allows overruns without City of Flint authorization, so the City of Flint has allowed an additional \$10,000 to be used if necessary. Funding is available in account 202-441.702-801.000.

IT IS RESOLVED, that appropriate City Officials are authorized to do all things necessary to enter into MDOT Contract No. 19-5147, including local contribution of \$76,200.00 plus potential overruns in the amount of \$10,000.00 for a total of \$86,200.00. (Major Street Fund)

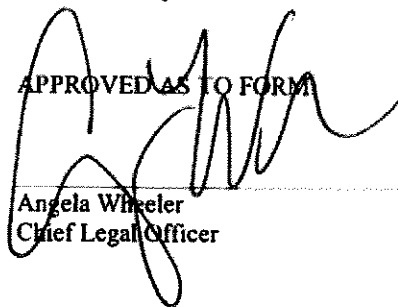
IT IS FURTHER RESOLVED, I, Dr. Karen W. Weaver, Mayor, am the duly authorized City official authorized to sign MDOT Contract 19-5147 on behalf of the City of Flint.

APPROVED AS TO FINANCE:



Tamar A. Lewis
Deputy Finance Director

APPROVED AS TO FORM



Angela Wheeler
Chief Legal Officer



Steve Branch, City Administrator

RESOLUTION STAFF REVIEW

DATE: 16:58

Agenda Item Title: MDOT – Traffic signal upgrades at Averill Avenue and Court St., Averill Avenue and Davison Road and Saginaw Street and Hemphill intersections

Prepared By: Kathryn Neumann for Betty Wideman

Background/Summary of Proposed Action: MDOT has proposed traffic signal upgrades at the following intersections: Averill Avenue and Court St.; Averill Avenue and Davison Road and Saginaw Street and Hemphill Road. All three upgrades include box span traffic signal layout, traffic signal timing upgrade and concrete sidewalk work; and all together with necessary related work.

Financial Implications: There is money in the account listed

Budgeted Expenditure? Yes No Please explain if no:

Account No.: 202-441.702-801.000 *

Pre-encumbered? Yes No Requisition 190001955 *mmp*

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

Staff Recommendation: Recommend Approval

Staff Person: *Betty J Wideman*

Betty Wideman, Transportation Division Manager

March 12, 2019

EXHIBIT I

CONTROL SECTION HSIP 25000; HSIP 25609
JOB NUMBER 130885CON; 130891CON;130902CON
PROJECT 1900(516)(517)(551)

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>PART C</u>	<u>TOTAL</u>
Estimated Cost	\$96,100	\$123,600	\$161,500	\$381,200

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$96,100	\$123,600	\$161,500	\$381,200
Less Federal Funds*	<u>\$76,900</u>	<u>\$ 98,900</u>	<u>\$129,200</u>	<u>\$305,000</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$19,200	\$ 24,700	\$ 32,300	\$ 76,200

*Federal Funds for the PART C portion of the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

190146

RESOLUTION NO.: _____

PRESENTED: 4-17-19

ADOPTED: _____

RESOLUTION TO ADOPT BUDGET FOR THE COMMUNITY RECOVERY PLAN RESIDENT FACILITATOR PROJECT THROUGH THE COMMUNITY FOUNDATION OF GREATER FLINT

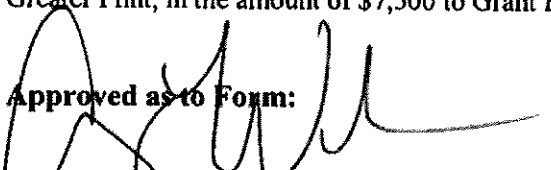
BY THE MAYOR:

WHEREAS, the City was awarded grant funding from The Community Foundation of Greater Flint (CFGF) in the annual amount of \$7,500 for the period of March 11th, 2019 through September 30th, 2019; and

WHEREAS, this grant is for the implementation of the Community Recovery Plan Resident Facilitator Project, which is designed to promote community engagement and leadership and will implement policies and programs related to recovery as it relates to the Flint Water Crisis; and

WHEREAS, this program is an effort led by the City of Flint Chief Recovery Officer, Jameca Patrick-Singleton, with efforts from a steering committee that has members from several organizations including; The City of Flint, Neighborhoods United, AmeriCorps, The Flint/Genesee County Chamber, U of M - Flint, Community Foundation of Greater Flint, Ruth Mott Foundation, Center for Civil Justice, McLaren Flint and Many others;

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary to appropriate grant funding, and abide by terms and conditions of the grant from The Community Foundation of Greater Flint, in the amount of \$7,500 to Grant Fund 296-171.520, under the Grant Code LCF19-CRPRF.

Approved as to Form:


Angela Wheeler, Chief Legal Officer

Approved as to Finances:


Ayunna Dompheh, Interim CFO



Steve Branch, City Administrator



Dr. Karen W. Weaver, Mayor

CITY COUNCIL:

Herbert Winfrey, Council President

RESOLUTION STAFF REVIEW

Date:

April 8, 2019

Agenda Item Title:

RESOLUTION TO ADOPT BUDGET FOR THE COMMUNITY RECOVERY PLAN RESIDENT FACILITATOR PROJECT THROUGH THE COMMUNITY FOUNDATION OF GREATER FLINT

Prepared By:

Department of Community Recovery, Mayor's Office

Background/Summary of Proposed Action:

CFGF has awarded grant funding for a Community Recovery Plan Resident Facilitator Project whose efforts will be directed by the City of Flint Chief Recovery Officer, Jameca Patrick-Singleton. This project will help the City serve its mission of assuring residents, businesses, students and visitors that they will receive municipal services in a customer friendly, financially responsible and equitable manner, in order to insure equality of opportunity for all persons. The project will achieve this by facilitating a resident driven recovery plan, created by residents, in partnership with other stakeholders that formed into a steering committee. This plan, designed to include information gathered from residents within the community, will serve as a blueprint for implementing policies and programs, and will ensure maximum resident involvement and engagement.

Resident facilitators will be trained to facilitate community listening sessions. The community listening sessions will take place in areas that people are currently gathering such as neighborhood meetings, parent group meetings and places of worship. In addition, larger meetings will be scheduled in which residents will be invited to participate in dialogue about recovery.

This project will serve City of Flint residents and is a community effort with several organizations being represented on the steering committee including; City of Flint, Neighborhoods United, AmeriCorps, The Flint/Genesee County Chamber, U of M- Flint, Community Foundation of Greater Flint, Ruth Mott Foundation, Center for Civil Justice, McLaren Flint and many others. Specifically, 60 residents will receive stipends to facilitate meetings.

Financial Implications:

The \$7,500 will be added to the budget in department 296-171.520 with grant code LCF19-CRPRF.

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.

APPROVAL



For good. For ever.

BOARD OF TRUSTEES 2019

- George Wilkinson, Chair**
NorthGate
Word of Life Christian Church
- Leanne H. Panduren, Vice Chair**
Howe Professional Services
- Mark Piper, Treasurer**
Piper Realty
- Heldi McAra, Secretary**
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Community Foundation
of Greater Flint
- Linda Morris Belford**
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FrasNet of Michigan
- Chris Graff**
Hank Graff Chevrolet
- Carol Hurand**
Community Volunteer
- Sylvana Jajou, Student**
Grand Blanc High School
- Timothy Johnson II, Student**
Genesee Early College
- Tim Knecht**
Cline, Cline & Giffin
- Sonya LaGore**
OLV Investment Group
- Robert Landaal**
Landaal Packaging Systems
- Carma Lewis**
Flint Neighborhoods Limited
- Nita Kulkarni, M.D.**
Physician
- Patrick McGuire**
Farm Bureau Insurance
- Mark Miller**
General Motors
- Marjory Raymer**
Flintside
- Lawrence A. Reynolds, M.D.**
Physician
- Manal B. Saab**
SGI Ltd
- Julie Serra**
Retired Educator
- Ron Stack**
Cyclefit Multisports
- Sherri E. Stephens**
Stephens Wealth
Management Group
- Rafael C. Turner**
Ruth Mott Foundation
- Shannon White**
Funchitecture, LLC

March 19, 2019

The Honorable Karen Williams Weaver
City of Flint – Mayor’s Office
1101 South Saginaw Street
Flint, MI 48502

Re: #190205, Community Recovery Plan Resident Facilitator Project

Dear Mayor Weaver:

On behalf of the Board of Trustees of the Foundation, it is a pleasure to inform you that a grant of \$7,500.00 has been awarded to City of Flint from the Poverty Fund.

All grantees are required to sign a grant agreement and return to the Community Foundation of Greater Flint before payment is issued. Please review the attached agreement and submit a signed version to swhitledge@cflg.org for payment processing.

We believe in sharing this good news with the public. Should you decide to share the news in any public announcement of this grant, such as annual reports, newsletters, media releases, etc., please acknowledge the above-named fund(s) of the Community Foundation of Greater Flint. Please refer to the “Grant Reporting Requirements & Press Release Guidelines” document for more information.

The Community Foundation of Greater Flint is proud to support your mission and wishes your organization every success.

Sincerely,

Isaiah M Oliver
President and CEO

Community Foundation Building

500 South Saginaw Street • Suite 200 • Flint, Michigan 48502 • 810.767.8270 • cflg.org

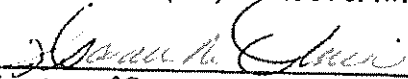
Grant Agreement
Between
The Community Foundation of Greater Flint
and
City of Flint
Grant #190205, Community Recovery Plan Resident Facilitator Project

A grant of \$7,500.00 has been awarded to City of Flint from the Poverty Fund. This grant is to be used for the following purpose: *A recovery plan facilitator incentive program.*

The use of these funds is bound by the following conditions:

1. Grant funds must be used in accordance with the purpose outlined above and budget included in your proposal.
2. Grantee must be a tax-exempt public charity as described in Internal Revenue Code section 170(b)(1)(A). Grantee will notify the Foundation of any information concerning a change in tax exempt status.
3. The grant period for this program is March 1, 2019 through September 30, 2019. A final report is required and is due thirty (30) days following the end of the grant period. The report form is available on the Grantseekers portion of our website at www.cfgf.org.
4. If grantee's exempt status changes or funds are not used for the purposes described in this agreement the Foundation reserves the right to have all grant funds immediately returned.
5. If the project requires any changes (such as the grant period, report deadline, budget, or purpose), a request must be submitted in writing and approved by your Program Officer prior to the change being made.

Please acknowledge your agreement to the above conditions by signing and returning a copy of this document. If at any time you have any questions or concerns, please contact your Program Officer, Lynn Williams, at (810) 767-8304 or lwilliams@cfgf.org.

 3/20/19
Signature of Community Foundation of Greater Flint President/CEO Date

Isaiah M. Oliver, President and CEO
Print Name and Title

 4-3-19
Signature of Grantee President, CEO, or authorized representative Date

Karen W. Weaver
Print Name and Title

190147

RESOLUTION NO.: _____

PRESENTED: 4-17-2019

ADOPTED: _____

RESOLUTION APPROVING A BUDGET AMENDMENT AND AUTHORIZATION TO ENTER INTO GRANT CONTRACT WITH MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY TO ASSIST WITH ENVIRONMENTAL REMEDIATION AT CLARK COMMONS PHASE 1 OF CHOICE NEIGHBORHOODS IMPLEMENTATION

BY THE MAYOR:

The City was awarded grant funding from the Michigan Department of Environmental Quality in the amount of \$499,995.00; and

This grant is in alignment with the implementation of the *Imagine Flint* South Flint Community Plan Choice Neighborhoods Initiative; and

In order to offset the costs of Phase I environmental remediation in the Clark Commons development, the City and Norstar applied for the Michigan Department of Environmental Quality Brownfield Redevelopment Program and were successful in securing \$499,995.00. Phase I funding will be used to assist in remediating known environmental contaminants such as printing chemicals, petroleum products, and other hazardous materials previously used, stored, and handled.


IT IS RESOLVED that appropriate City officials are authorized to do all things necessary to execute a grant contract with the Michigan Department of Environmental Quality and process a budget amendment for the appropriation of funds under grant code SDEQ-19-BRDP, account numbers, 296-721.200-539.000 and 296-721.200-801.000 in the amount of \$499,995.00

APPROVED AS TO FINANCE:



Ayunna Dompreh
Deputy Chief Financial Officer

APPROVED AS TO FORM:



Angela Wheeler
Chief Legal Officer

ADMINISTRATION:



Dr. Karen W. Weaver
Mayor

CITY COUNCIL:

Herbert Winfrey
City Council President

BUDGET AMENDMENT STAFF REVIEW FORM

DATE: March 29, 2019

Agenda Item Title: RESOLUTION APPROVING A BUDGET AMENDMENT AND AUTHORIZATION TO ENTER INTO GRANT CONTRACT WITH MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY TO ASSIST WITH ENVIRONMENTAL REMEDIATION AT CLARK COMMONS PHASE I OF CHOICE NEIGHBORHOODS IMPLEMENTATION

Prepared By: Kristin Stevenson, Planner II

Background/Summary of Proposed Action: In March 2019, the City was awarded \$499,995.00 in grant funds from the Michigan Department of Environmental Quality (MDEQ) to remove 18-24 inches of impacted soil throughout the Clark Commons Phase I development and replace it with imported, clean fill. This grant aligns with the Transformation Plan created through the South Flint Choice Neighborhoods Initiative. A grant contract in the amount of \$499,995.00 is required with the MDEQ to implement brownfield remediation efforts for Phase I of Choice Neighborhoods housing development.

The contract with MDEQ will allow for the City's development partner, Norstar Development USA, L.P. (Norstar) to mitigate known contaminants on the sites planned for redevelopment (Clark Commons Phase I). Due to historical uses in the area, it is expected printing chemicals, petroleum products, and other hazardous materials would have been used, stored, and handled on these sites. In order to develop the land into quality rental housing, these historical uses need to be mitigated. The City and Norstar applied for the Brownfield Redevelopment Program in order to offset some of the costs of remediation.

This Brownfield Redevelopment Grant and the corresponding contract with MDEQ will allow the City and Norstar to further implement many strategies identified in the master plan and specifically "create multi-income housing by integrating public and affordable housing into new developments".

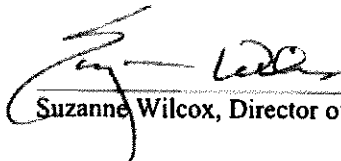
Financial Implications: This grant leverages existing funds throughout the community and delivers no impact to the City's General Fund accounts.

Budgeted Expenditure: Yes No Please explain, if no:

Pre-encumbered: Yes No

Account No.: To be appropriated by Finance under grant code SDEQ-19-BRDP and under accounts 296-721.200-539.000 (revenue) and 296-721.200-801.000 (expense)

Staff Recommendations: The Director of the Department of Planning and Development recommends approval of this budget amendment.



Suzanne Wilcox, Director of Planning and Development

RESOLUTION REVIEW FORM

FROM: PLANNING
Division

DATE NO. April 5, 2019

Law Office Login # _____

RESOLUTION APPROVING A BUDGET AMENDMENT AND AUTHORIZATION TO ENTER INTO GRANT CONTRACT WITH MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY TO ASSIST WITH ENVIRONMENTAL REMEDIATION AT CLARK COMMONS PHASE 1 OF CHOICE NEIGHBORHOODS IMPLEMENTATION

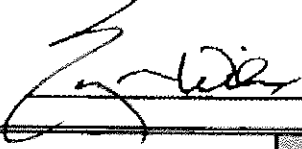
RESOLUTION NAME:

Date in: 4/5/2019

1. RESOLUTION REVIEW - P&D / PLANNING

The attached RESOLUTION is approved by the P&D Director. By signing, the Director approves this resolution to be processed for signatures.

By: Suzanne Wilcox
Director



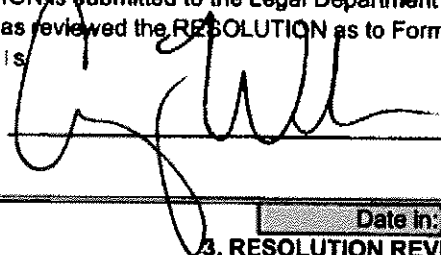
DATE: 4/5/19
(Date)

Date in: _____

2. RESOLUTION REVIEW - LAW DEPARTMENT

The attached RESOLUTION is submitted to the Legal Department for Approval as to **FORM ONLY**. The Legal Department has reviewed the RESOLUTION as to Form on 4/8/19 and by signing this form approves as to its (Date)

By: Angela Wheeler
City Attorney



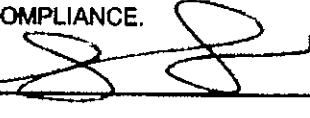
DATE: 4/8/19

Date in: _____

3. RESOLUTION REVIEW - FINANCE

The attached RESOLUTION is submitted to the FINANCE Department for approval as to **FINANCE COMPLIANCE**: The Finance Department reviewed this RESOLUTION, on _____ and by signing this form approves as to **FINANCE COMPLIANCE**. (Date)

By: Ayunna Dompreeh
Deputy Chief Financial Officer



DATE: 4/9/19



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
LANSING



LIESL EICHLER CLARK
DIRECTOR

March 20, 2019

The Honorable Karen Weaver
Mayor of Flint
1101 South Saginaw Street
Flint, Michigan 48502

Dear Mayor Weaver:

I am pleased to inform you that the Michigan Department of Environmental Quality (MDEQ) has completed its review of your January 2019 application for funding under the Brownfield Redevelopment Program. Your application for the Clark Commons I Redevelopment Project was awarded a \$499,995 Renew Michigan Grant. The grant was approved by Chief Deputy Director Aaron B. Keatley on March 12, 2019.

Your brownfield coordinator, Ms. Janet Michaluk, will forward a grant contract for your signature. The contract describes the terms and conditions for the expenditure of funds. Ms. Michaluk will work with you to initiate the project once the contract is signed by you and the MDEQ.

If you have questions regarding your award, please contact Ms. Carrie Geyer, Manager, Brownfield Assessment and Redevelopment Section, Remediation and Redevelopment Division, at 517-284-5182; geycrc1@michigan.gov; or MDEQ, P.O. Box 30426, Lansing, Michigan 48909-7926.

Sincerely,

Susan Leeming, Director
Remediation and Redevelopment Division
517-284-5144

cc: Senator Jim Ananich
Representative Sheldon Neeley
Ms. Liesl Eichler Clark, Director, MDEQ
Mr. Aaron B. Keatley, Chief Deputy Director, MDEQ
Ms. Sarah M. Howes, Director of Policy and Legislative Affairs, MDEQ
Mr. Scott Dean, Communications Director, MDEQ
Ms. Carrie Geyer, MDEQ
Ms. Janet Michaluk, MDEQ
File #2019-1376



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
LANSING



LIESL EICHLER CLARK
DIRECTOR

March 21, 2019

The Honorable Karen Weaver
Mayor of Flint
1101 South Saginaw Street
Flint, Michigan 48502

Dear Mayor Weaver:

SUBJECT: Renew Michigan Fund Grant
Clark Commons I
Tracking Code: 2019-1376
Location Code: 8G02

Congratulations on your recent Brownfield Redevelopment grant award for the Clark Commons I project. I've attached an electronic contract for your signature. The grant will be available to the City of Flint once the contract is signed by an authorized representative of the City of Flint and the Department of Environmental Quality (DEQ).

Please return contract via email:

1. Print and sign the attached document
2. Scan the signed version
3. Email the scanned file to barksj@michigan.gov and to me.

After the contract is signed, a work plan describing the proposed work must be submitted and approved prior to undertaking any activities or incurring any other expenses. Expenses incurred prior to the date that the grant contract is signed by the DEQ are not eligible for payment under the Brownfield Redevelopment Grant and Loan Program, unless specific prior approval is made by the Director of the DEQ.

If you have any questions or concerns, please feel free to contact me. I look forward to working with you on this project.

Sincerely,

Janet Michaluk
Brownfield Redevelopment Coordinator
Brownfield Assessment and Redevelopment Section
Remediation and Redevelopment Division
517-643-0314

Enclosures

cc: Ms. Carrie Geyer, DEQ
Ms. Dawn Austin, DEQ
Mr. Mark Kussro, DEQ
File #2019-1376

CONTRACT REVIEW FORM

FROM: Kristin Stevenson DATE 4/5/2019

NAME CONTRACT# _____

DEPARTMENT: Planning & Dev NO. _____

Contractor: Michigan Dept. of Environmental Quality Law Office Login # _____

CONTRACT SUBJECT MATTER: The purpose of this contract is for the MDEQ to provide funding to the City of Flint in exchange for environmental remediation work to be performed at Clark Commons Phase I of the Choice Neighborhoods development project.

Date in: 4/5/2019

1. CONTRACT REVIEW - Planning & Zoning Division

The attached CONTRACT/C.O. is approved by the Planning & Zoning Division Head in the Department of Planning and Development. By signing, the Division Head approves this CONTRACT/C.O. to be processed for signatures.

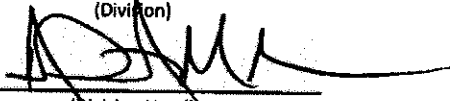
Planning & Zoning

(Division)

April 5, 2019

(Date)

By:



(Division Head)

4/5/19

(Date)

Date in: 4/5/2019

2. CONTRACT REVIEW - PLANNING AND DEVELOPMENT

The attached CONTRACT is approved by the Director of the Department. By signing, the Director approves this CONTRACT/C.O. to be processed for signatures.

By:



(Director)

4/5/19

(Date)

3. CONTRACT REVIEW - LAW DEPARTMENT

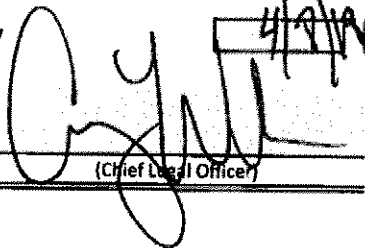
REVIEW AND APPROVAL:

DATE IN

DATE OUT

Staff Initials

City Attorney



(Chief Legal Officer)

4/8/19 4/8/19

AW

By:

4/8/19

(Date)



**BROWNFIELD GRANT CONTRACT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
AND CITY OF FLINT**

This Grant Contract ("Contract") is made between the Michigan Department of Environmental Quality, Remediation and Redevelopment Division (hereafter "State"), and the City of Flint (hereafter "Grantee").

The purpose of this Contract is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to the funding sources identified in Appendix A. This Contract is subject to the terms and conditions specified herein.

Project Name: **Clark Commons I**
Amount of Grant: **\$499,995**
Start Date: **Date executed by DEQ**

Location Code: **8G02**
Tracking Code: **2019-1376**
End Date: **Two years after Start Date**

GRANTEE CONTACT:

STATE'S CONTACT:

Name/Title

Kristin Stevenson, Choice Neighborhood Coordinator

Name/Title

Janet Michaluk, Brownfield Coordinator

Organization

City of Flint

Division

Remediation and Redevelopment Division

Address

1101 South Saginaw Street
Flint, Michigan 48502

Address

Constitution Hall, South Tower, 1st Floor
525 West Allegan Street
P.O. Box 30426
Lansing, Michigan 48909

Telephone number

810-766-7426

Telephone number

517-643-0314

E-mail address

kstevenson@cityofflint.com

E-mail address

michalukj@michigan.gov

Federal ID number

38-60044611

The individuals signing below certify by their signatures that they are authorized to sign this Grant Contract on behalf of their agencies, and that the parties will fulfill the terms of this Contract, including any attached appendices, as set forth herein.

FOR THE GRANTEE:



Honorable Karen Weaver
Mayor of Flint

4-10-19

Date

FOR THE STATE:

Susan Leeming, Director
Remediation and Redevelopment Division
Michigan Department of Environmental Quality

Grant Execution Date / Contract Start Date
Contract End Date is two years after this date

I. PROJECT SCOPE

This Contract and its appendices constitute the entire Contract between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Contract. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Contract.

(B) By acceptance of this Contract, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Contract and in accordance with the terms and conditions of this Contract.

II. CONTRACT PERIOD

Upon signature by the State, the Contract shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Contract are not eligible for payment under this Contract.

III. CHANGES

Any changes to this Contract other than budget line item revisions less than 20 percent of the budget line item shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Contract or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Contract.

(A) The Grantee must complete and submit quarterly progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 15*
October 1 – December 31	January 31

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with

the final project report and any other outstanding products within 30 days from the End Date of the Contract.

(C) The Grantee must provide three (3) copies of all products and deliverables in accordance with Appendix A.

(D) All products shall acknowledge that the project was supported in whole or in part by the State, per the guidelines provided by the program.

(E) If 15 percent (15%) or more of the grant amount is expended in a single quarter, payment requests may be submitted once monthly during that quarter.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Contract. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Contract or any payment under the Contract, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Contract, the Grantee may release information or material developed under this Contract, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Contract or assign or delegate any of its duties or obligations under this Contract to any other party without the prior written consent of the State. The State does not

assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Contract. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Contract and shall be qualified to perform the duties required.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Contract.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Contract, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Contract should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Contract.

XIII. ANTI-LOBBYING

If all or a portion of this Contract is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Contract for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "'Lobbying' means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Contract for the purpose of litigation against the

State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Contract, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Contract, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of ten (10) years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Contract.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Contract.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Contract must not be financed by any source other than the State under the terms of this Contract. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Contract is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Contract, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Contract are not allowed under the Contract, unless otherwise specified in Appendix A.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Contract.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Contract may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self-Service website (<http://www.michigan.gov/sigmavss>).

(F) An amount equal to ten percent (10%) of the grant award will be withheld by the State until the project is completed in accordance with Section XIX, Closeout, and Appendix A.

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Contract. Unless otherwise provided in this Contract or by State law, final payment under this Contract shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Contract.

XX. CANCELLATION

This Contract may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Contract up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Contract may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Contract, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.

- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Contract or any payment under this Contract.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Contract.

XXII. IRAN SANCTIONS ACT

By signing this Contract the Grantee is certifying that it is not an Iran-linked business, and that its contractors are not Iran-linked businesses, as defined in MCL 129.312.

XXIII. ACCESS AGREEMENTS

A voluntary access agreement or court-ordered access must be secured by the Grantee prior to performance of the scope of work described in Appendix A for any portion of the project area or property where grant activities will be undertaken and that is not owned by the Grantee. Evidence of access must be provided to the State at its request.

XXIV. GRANT ADMINISTRATION

The use of a Grant Administrator to review work plans, reports, and other documents prepared by the Contractor(s), review invoices, write project status reports, and coordinate project activities and communications is eligible for reimbursement conditional upon the State's approval of a scope of work and budget prior to incurring grant administration costs. Grant administration costs will be limited to three percent (3%) [ten percent (10%) (for areawides only)] of the total grant amount.

XXV. INELIGIBLE EXPENSES

Although the following costs may be related to the scope of work described in Appendix A, the following are ineligible for reimbursement under the grant:

Office equipment; software; insurance, except liability insurance required pursuant to this Contract; taxes, except sales taxes; replacement or purchase of equipment; drinking water supply replacement, defined as but is not limited to, providing bottled water, constructing a new well, and extending or constructing a water supply system ; operation and maintenance, defined as the activities necessary to provide for continued effectiveness and integrity of a response activity after construction of the response activity means or measures. The term includes activities such as groundwater removal and treatment; restoration of property or infrastructure, unless included in Appendix A; fees for attorneys or legal advice; grant recipient staff time for application submittal; costs incurred for environmental activities under a local Brownfield Redevelopment Authority Plan; costs incurred for activities outside a State-approved work plan; labor overtime; and training. Travel costs for either vehicle use or vehicle mileage will be reimbursed, but not both. Vehicle mileage will be reimbursed at a maximum of the federal rate allowed by the Internal Revenue Service at the time the costs are incurred. Fees, such as those incurred for state or local permits; underground storage tank registration; late fees; or other fees may be eligible at the State's discretion. Other expenses may be determined ineligible in the course of invoice reviews.

XXVI. BIDS, CONTRACTORS

(A) For contracts over \$20,000, the Grantee shall provide, or cause to be provided, the qualifications of the selected contractor(s) to the State. The State reserves the right to object to the selected contractor(s) or their qualifications. If the State has objections, it will inform the Grantee in writing within 30 days of receipt of the selected contractor's qualifications.

(B) For any contract over \$20,000, except professional services, the Grantee shall solicit, or cause to be solicited, bids from at least three qualified contractors. The Grantee shall provide to the State, copies of all bids received. If the contractor that submitted the lowest bid is not the contractor selected, the Grantee must submit written justification for the selection.

(C) Any contractor(s) retained for corrective action on regulated underground storage tanks shall be a qualified underground storage tank consultant that meets the requirements of Section 21325 of Part 213, Leaking Underground Storage Tanks of the NREPA.

(D) Any contractor(s) retained for asbestos abatement shall possess appropriate qualifications to perform asbestos abatement.

(E) Contractor markup on subcontractors and equipment is limited to a maximum of ten percent (10%) of the original cost, and subject to approval by the State.

XXVII. WORK PLANS AND PROJECT IMPLEMENTATION

(A) Prior to conducting any activities except property acquisition under the Contract, the Grantee or its contractor shall submit a detailed work plan to the State for its approval. Work plans must include a description of the proposed activities, a budget, and a schedule for conducting the activities under Appendix A. A supplementary work plan, budget, and schedule are required for each subsequent phase of work. The Grantee and its contractor shall not proceed with grant-funded activities until the State approves the work plan, budget, and schedule in writing. The State may approve, modify and approve, or require amendments to the work plan.

(B) The Grantee or its contractor shall implement the work plan upon the State's written approval and according to the schedules contained therein. Changes or additions to the work plan may be submitted in writing and are subject to approval by the State. Changes to work plans without prior approval from the State, or performance of activities that are not part of an approved work plan or an amendment to a work plan, are considered ineligible expenses and may result in the Grantee being responsible for payment of unapproved activities.

XXVIII. ECONOMIC DEVELOPMENT

(A) The Grant Recipient acknowledges by its signature of this Contract that there have been no material changes in the economic development proposal, property ownership, or other conditions of the property or project since the date the grant funds were awarded.

(B) In the event the proposed development changes or is not implemented, the Grantee shall immediately notify the State in writing and shall secure a new development project for the property within six (6) months after such notification. The Grantee shall then notify the State in writing of the proposed development. The alternate development project is also subject to approval by the State.

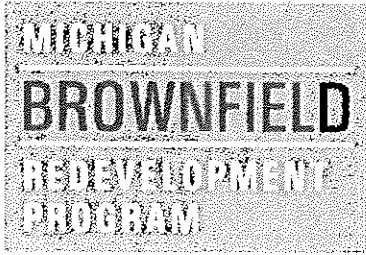
XXIX. OTHER TERMS AND CONDITIONS

(A) The State may withhold the grant until the State determines that the Grantee is able to proceed with the project scope described in Appendix A, pursuant to Part 196, Section 19612(3), of the NREPA.

(B) Following completion of the project, the State may conduct annual compliance inspections for two (2) years to determine whether the project is being maintained for the use specified in this Contract.

(C) The Grantee acknowledges, by signature of this Contract, that the State is not obligated to provide additional funding for this project. The Grantee shall assume responsibility for any additional environmental activity costs necessary to complete the project in excess of the approved Grant.

(D) If necessary to allow for completion of the project, the Grantee and State may mutually agree to extend the term of the contract. Contract extensions should be requested by the Grantee or the State in writing, prior to the contract end date. The term of the contract may be extended up to a maximum of four additional 1-year periods. This contract may only be extended by a signed agreement between both parties.



**BROWNFIELD REDEVELOPMENT
GRANT / LOAN
APPENDIX A**

Project Details			
Project name and address	Clark Commons I Scattered sites bounded by North Saginaw Street, Merrill Place, Root Street, and Louisa Street	Grantee / Borrower	City of Flint
Tracking code	2019-1376	Location Code	8G02
Private investment	\$15,773,553	Jobs created	2 full time equivalent (FTE)
Grant amount	\$499,995	Loan amount	\$0
Funding Source	Renew Michigan Grant (RMG)		

PROJECT DESCRIPTION: The city of Flint is receiving a grant for investigation, baseline environmental assessment (BEA), and due care implementation to address soil, groundwater, and soil gas contamination including vapor intrusion mitigation and exposure barriers, as necessary.

Norstar Development USA, L.P. was the selected developer for Phase I of the Clark Commons project, the first segment of the South Flint Community Plan (SFCP). The SFCP is a community driven comprehensive mixed-use development plan focusing on mixed-income (public, affordable, and market rate) infill housing units and the strengthening of the commercial corridor along Saginaw Street. Phase I will consist of 62 new housing units and at least one commercial building across 28 currently vacant parcels (see Figure 1).

ANTICIPATED SCOPE OF WORK / BUDGET:

The scope of work includes, but is not limited to:

- Investigation and BEA
- Due care activities including, but not limited to, contaminated soil management, vapor intrusion mitigation and exposure barriers, and associated oversight, sampling, and reporting

Eligible activities include:

Eligible Activity	Grant
1. Investigation and BEA	\$102,965
2. Due care activities	\$373,030
3. Third-party environmental oversight professional (up to 5 percent of grant amount)	\$24,000
Total	\$499,995

In addition to the broad budget items listed above, grant and loan funds may be used for work plan and budget development, bid solicitation, technical specifications, and other administrative tasks approved by the Department of Environmental Quality (DEQ) grant coordinator. Tasks not listed above must be approved prior to the performance of those tasks.

Prior to the start of any grant or loan eligible work, a work plan must be submitted to the DEQ for review and approval. Work performed outside of an approved work plan may not be eligible for grant or loan reimbursement. Work plan development will be paid for under the budget items listed above. A budget maximum of up to \$5,000 is approved for work plan development. If an individual work plan or multiple work plans collectively exceed the \$5,000 cap, specific approval must be received prior to the development of the work plan or work plans beyond a development cost of \$5,000 in order to be considered grant or loan eligible.

Progress reports must be submitted quarterly even if there are not any expenses incurred for the quarter. Progress reports must include invoices for expenses incurred during the quarter and copies of checks or statements showing all consultants / contractors were paid for the previous quarter.

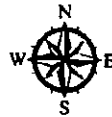
SCHEDULE: Work will be initiated on approved projects within two weeks of State approval unless otherwise approved by the State. The project will proceed on the following schedule:

Task	Schedule
1. Investigation and BEA	1 st quarter after start date
2. Due care activities	1 st - 4 th quarter after start date
3. Third-party environmental oversight professional	1 st - 4 th quarter after start date

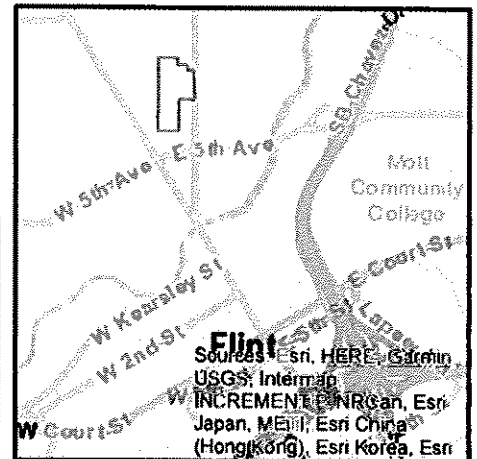
CLARK COMMONS



Project Scope
Infill Locations



0 225 450 900 Feet



MICHIGAN
BROWNFIELD
 REDEVELOPMENT
 PROGRAM

Flint: VCE, 1994. Photo Source: MS Data 2010. Resolution 10

VARIOUS ADDRESSES
 FLINT, GENESSE
 T7N R6E
 FIGURE 1
 MDEQ Remediation &
 Redevelopment Division
 January 2019

SUBMISSION NO.: 190157

PRESENTED: 4-17-19

ADOPTED: _____

Resolution entering into a grant agreement with the Department of Justice Office of Justice Programs to accept funds for the FY18 Technology Innovation for Public Safety (TIPS) Grant

BY THE CITY ADMINISTRATOR

The City of Flint Police Department has been awarded the FY18 Technology Innovation for Public Safety Grant, also known as TIPS, in the amount of \$499,694.00, from the Department of Justice Office of Justice Programs.

The Office of Justice Programs Grant, 2018-DG-BX-K003, is a two-year grant, funded by the Department of Justice, with no local match required. The TIPS grant will fund three Crime Analysts, software, Maintenance support and various pieces of equipment.


THEREFORE BE IT RESOLVED, That the appropriate city officials are hereby authorized to do all things necessary to enter into the Office of Justice Programs grant agreement between the City of Flint and the Department of Justice, in the amount of \$499,694.00, for the period of October 1, 2018 through September 30, 2020.

BE IT FURTHER RESOLVED, That the funds in the amount of \$499,694.00 available from this grant, be accepted by the City of Flint, and that said appropriation be made to the City of Flint Grant Fund (296FD) to be used solely for the above stated purpose as set forth in the grant agreement and related documents.

APPROVED AS TO FORM:

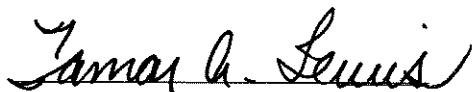


Angela Wheeler
Chief Legal Officer



Steve Branch, City Administrator

APPROVED AS TO FINANCE:



Tamar Lewis
Deputy Finance Director

Herbert J. Winfrey, President
City Council

RESOLUTION STAFF REVIEW FORM

DATE: 04/05/19

Agenda Item Title: 2018 Technology Innovation for Public Safety Grant (TIPS)

Prepared By: Rick Johnson, Police Financial Coordinator

Background/Summary of Proposed Action: This grant is to use technology to reduce crime. The Flint Police Department is requesting to enter into a Grant Agreement with the Department of Justice in the amount of \$499,694.00 and that these funds available from the TIPS grant be recognized as received by the City of Flint and that appropriations in like amount be made to the City of Flint Police Department Grant Operating accounts. Grant runs from October 01, 2018 thru September 30, 2020.

Financial Implications: The City will be reimbursed for all qualifying expenditures up to the full amount of the grant, \$499,694.00, from Department of Justice.

Budgeted Expenditure: Yes ___ No X **Please explain, if no:** Grant amount was unknown at time of budget

Account #:	Revenue: 296-301.601-538.000 – FDOJ-TIPS18	\$499,694.00
	Expense: 296-301.601-702.000 – FDOJ-TIPS18	\$118,560.00
	296-301.600-719.100 – FDOJ-TIPS18	\$10,672.00
	296-301.601-931.000 – FDOJ-TIPS18	\$93,562.00
	296-301.601-958.000 – FDOJ-TIPS18	\$2,600.00
	296-301.600-977.000 – FDOJ-TIPS18	\$274,300.00

Pre-encumbered: Yes ___ No X **Requisition #:** Budgetary Resolution

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

Staff Recommendation: Recommend Approval

Staff Person: 
Timothy Johnson, Chief of Police



U.S. Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 25, 2018

Chief Timothy Johnson
Flint Police Department
210 East 5th Street
Flint, MI 48502-1636

Dear Chief Johnson:

On behalf of Attorney General Jefferson Sessions III, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 18 Technology Innovation for Public Safety (TIPS) Addressing Precipitous Increases in Crime in the amount of \$499,694 for Flint Police Department.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Tahitia Barringer, Program Manager at (202) 616-3294; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink that reads "Matt Dummermuth".

Matt Dummermuth
Principal Deputy Assistant Attorney General

Enclosures



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Cooperative Agreement

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Flint Police Department 210 East 5th Street Flint, MI 48502-1636		4. AWARD NUMBER: 2018-DG-BX-K003	
2a. GRANTEE IRS/VENDOR NO. 386004611		5. PROJECT PERIOD: FROM 10/01/2018 TO 09/30/2020 BUDGET PERIOD: FROM 10/01/2018 TO 09/30/2020	
2b. GRANTEE DUNS NO. 072780067		6. AWARD DATE 09/25/2018	7. ACTION Initial
3. PROJECT TITLE Using Technology to Reduce Violence Project		8. SUPPLEMENT NUMBER 00	
		9. PREVIOUS AWARD AMOUNT \$ 0	
		10. AMOUNT OF THIS AWARD \$ 499,694	
		11. TOTAL AWARD \$ 499,694	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY18(BJA - JAG 5% carve-out) 34 USC 10157(b)			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.738 - Edward Byrne Memorial Justice Assistance Grant Program			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Matt Dummermuth Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Timothy Johnson Chief	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X B DG 80 00 00 499694		21. TDGUGT1554	

Budget Summary

Budget Summary

Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.

Budget Category	Year 1		Year 2 <i>(if needed)</i>		Year 3 <i>(if needed)</i>		Year 4 <i>(if needed)</i>		Year 5 <i>(if needed)</i>		Total(s)
	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	
A. Personnel	\$59,280	\$0	\$59,280	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$118,560
B. Fringe Benefits	\$5,336	\$0	\$5,336	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,672
C. Travel	\$0	\$0	\$2,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,600
D. Equipment	\$274,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$274,300
E. Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
F. Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
G. Subwards (Subgrants)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
H. Procurement Contracts	\$46,781	\$0	\$46,781	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$93,562
I. Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Direct Costs	\$385,697	\$0	\$113,997	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$499,694
J. Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Project Costs	\$385,697	\$0	\$113,997	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$499,694
Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N											
											No