

City of Flint, Michigan

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



Meeting Agenda - Final

Wednesday, July 18, 2018

5:00 PM

Committee Room

FINANCE COMMITTEE

Eric Mays, Chairperson, Ward 1

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

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

Inez M. Brown, City Clerk

ROLL CALL**EXECUTIVE SESSION**

An Executive Session as requested by the Department of Law to update the City Council regarding Fire Department Labor Negotiations.

SPECIAL ORDER

180357 Special Order/Update on Water

A Special Order to allow for an update on water as requested by the Administration.

RESOLUTIONS

180358 Reappointment/City of Flint/Utilities Department/Facilities Technical Consultant/Steven Hauger

Resolution resolving that the proper city officials authorize a resolution for the (continued) employment of Steven Hauger under the terms and conditions of the attached agreement, with a term that shall expire on June 30, 2020. Mr. Hauger will be paid an hourly compensation of \$35.00, and not more than \$35,000 annually, with no fringe benefits. His salary shall be drawn from appropriated funds from Sewer Fund Wages & Salaries Fund Acct. No. 590-550.202-702.000, with statutory taxes being withheld as required by law. [NOTE: Agreement is attached.] [NOTE: Mr. Hauger, who has been employed by the City of Flint in the capacity of Water Pollution Control Facilities Technical Consultant, is employed at the will of the Director of Public Works.]

180359 Appointment/City of Flint/Water Pollution Control Division/Inventory Control Consultant/Martin Frelich

Resolution resolving that the proper city officials authorize a resolution for the employment of Martin Frelich under the terms and conditions of the attached agreement, with a term that shall expire on June 30, 2020. Mr. Frelich will be paid an hourly compensation of \$35.00, and not more than \$35,000 annually, with no fringe benefits. His salary shall be drawn from appropriated funds from Sewer Fund Wages & Salaries Fund Acct. No. 590-550.202-702.000, with statutory taxes being withheld as required by law. [NOTE: Agreement is attached.] [NOTE: Mr. Frelich is being employed in the capacity of Water Pollution Control Facilities Inventory Control Consultant.]

180360 FY2019/Budget Amendment/Transfer of Funds/Purchasing

Resolution resolving that the FY2019 Budget of the City of Flint is hereby amended to move \$64,400 (FY2019 portion of the contract) from the wages and fringes accounts from the Purchasing Division General Fund Acct. No.

101-191.201-702.000 = \$60,000 and Acct. No. 101-191.201-719.100 = \$4,400.00 to General Fund Professional Services Acct. No. 101-191.201-801.000. [NOTE: Recent departures by two long-time Purchasing employees have left the department temporarily vacant, so the city hired a consultant to vet requisitions and help guide department heads and the Chief Financial Officer in making procurement decisions in lieu of a Purchasing Manager until that role can be filled.]

- 180361** Grant Application/Crim Fitness Foundation/Michigan Department of Transportation/Safe Routes to School Grants/Neithercut Elementary, Freeman Elementary, Pierce Elementary & Doyle/Ryder Elementary

Resolution resolving that the city has authorized the Crim Fitness Foundation to act as agent on behalf of the City of Flint to request Safe Routes to School Funding, to act as the applicant's agent during the project development, and to sign a project agreement upon receipt of a funding award, subject to approval by the city, AND, resolving that the city commits to owning, operating, funding and implementing a maintenance program over the design life of the facilities constructed with Safe Routes to School funding, as requested by Transportation. [NOTE: Funding from the program will enable infrastructure projects (sidewalks, signage, crosswalks and curbs) to occur at Neithercut Elementary, Freeman Elementary, Pierce Elementary and Doyle/Ryder Elementary.]

DISCUSSION ITEMS

- 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: 9/9/2018 @ Finance Committee Meeting.]

- 180354** Referral/Increased Penalties/Additional Signage/Blight

Referral by Councilperson Guerra to BLIGHT/POLICE, re: He would like to discuss adding additional signage and increasing penalties for dumping. [Referral Action Date: 6/20/2018 @ Finance Committee Meeting.]

- 180353** Referral/List or Map/Streets Contractors are Working On/Fast Start Program

Referral by Councilperson Guerra to CITY ADMINISTRATOR, re: He would like a copy (list or map) of what streets contractors are working on now for the Fast Start Program, plus he would like to see periodic updates on the Finance Committee Meeting agenda. [Referral Action Date: 6/20/2018 @ Finance Committee Meeting.]

- 180306** Referral/Water/Sewer/Service Charges/Master Fee Schedule

Referral by Councilperson Mays to FINANCE, re: He would like to discuss

service charges for residential and commercial water users on the Master Fee Schedule. [Referral Action Date: 6/20/2018 @ Finance Committee Meeting.]

180305

Referral/Update/Blight Court

Referral by Councilperson Winfrey to LEGAL, re: He would like an update on the Blight Court. [Referral Action Date: 6/20/2018 @ Finance Committee Meeting.]

180303

Referral/Budget Figures/April, May, June 2018

Referral by Councilperson Galloway to FINANCE, re: She would like to see budget figures for the last three months of the last fiscal year in order to comply with the budget monitoring requirements set forth in the recently adopted City Charter. [Referral Action Date: 6/25/2018 @ City Council 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.]

180301

Referral/Deadline/Amendments to City Charter

Referral by Councilperson Mays to LEGAL, re: He would like a "drop dead deadline" for putting amendments to the recently adopted City Charter on the November 2018 ballot. [Referral Action Date: 6/25/2018 @ City Council 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.]

180299

Referral/Itemized Billing/Butzel Long/Kendall Williams

Referral by Councilperson Fields to LEGAL, re: She asks again for itemized billing statements for Attorney Kendall Williams and the Butzell Long Law Firm going back two- and-one-half years. [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

Date: 6/25/2018 @ Special Affairs 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.]
- 180272** Referral/Update/Restoration
- Referral by Councilperson Worthing to DPW, re: She would like to know the current status of restoration efforts. [Referral Action Date: 6/25/2018 @ 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.]
- 170388** Discussion Item/Ward Accounts
- Discussion item from Councilperson Mays: He would like a discussion of ward accounts on the next Finance Committee Meeting agenda. [Referral Action Date: 7/6/2017 @ Finance Committee Meeting.]
- 170390** Discussion Item/State of Michigan Reimbursements
- Discussion item from Councilperson Mays: He would like a discussion item about State of Michigan reimbursements to other city departments on the next Finance Committee Meeting agenda. [Referral Action Date: 7/6/2017 @ Finance Committee Meeting.]
- 170420** Ordinances/Oversight/Residential Medical Marijuana
- Referral by Councilperson Galloway to LAW/PLANNING & DEVELOPMENT: She would like to know if ordinances can be written for better oversight of residential medical marijuana. [Referral Action Date: 6/19/2017 @ Finance Committee

Meeting.]

170422 Copies/Bid/Contract/Martin Waymire

Referral by Councilperson Fields to GENERAL MCDANIEL: 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 Councilperson Mays 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.]

180003 Referral/Change Orders/Fast Start Vendors

Referral by Councilperson Galloway to ADMIN/FIN: She would like a list of Change Orders -- and amount of increase for each Change Order -- for each company contracted to work on the Fast Start Program. [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.]

180016 Referral/List/FAQs/Water Residential Assistance Program (WRAP)

Referral by Councilperson Fields to FIN: She would like a list of FAQs (frequently asked questions) for the WRAP (Water Residential Assistance Program). [Referral Action Date: 1/3/2018 @ Finance Committee Meeting.]

180019 Referral/City of Flint/How Much Unfilled Positions Are Worth

A referral by Councilperson Galloway for FINANCE/HUMAN RESOURCES: She would like to know how much the 87 unfilled positions in the City of Flint are worth. [Referral Action Date: 1/17/2018 @ Finance Committee Meeting.]

180020 Referral/Water Fund Revenues

A referral by Councilperson Griggs for FIN: He would like to know why revenue in the Water Fund increased in 2012. [Referral Action Date: 1/17/2018 @ Finance Committee Meeting.]

180021 Referral/Accounts/Long Outstanding Balance Sheet Account

A referral from Councilperson Galloway to FIN: She would like to know what the accounts are in the "Long Outstanding Balance Sheet Account" on Page 14 of the Audit Report Summary. [Referral Action Date: 1/17/2018 @ Finance Committee Meeting.]

180022 Referral/Information Requested of Community & Economic Development

A referral from Councilperson Galloway to FIN: She would like to know when the information (that has not been received) was requested of the Community and Economic Development Division and why it hasn't been received yet (so that the Single Audit can be completed). [Referral Action Date: 1/17/2018 @ Finance Committee Meeting.]

180023 Referral/Breakdown/\$100,000.00 For Seven (7) Homes

A referral from Councilperson Guerra to FIN/LAW/PLANNING & DEVELOPMENT: He would like a breakdown of the \$100,000.00 that the city says is needed to

secure the seven (7) homes that the city recently assumed ownership of and prepare them for transfer. [Referral Action Date: 1/17/2018 @ 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.]

180026 Referral/Explanation/Need for Security, Maintenance, Insurance, Etc./Seven (7) Recently Acquired Homes

A referral from Councilperson Mays to LAW: He would like a written basis for why the city needs security, maintenance, insurance, realtor fees, etc. on the seven homes that it recently assumed ownership of? [Referral Action Date: 1/17/2018 @ Finance Committee Meeting.]

180051 Referral/Discussion Item/Citizens' Participation Plan/HUD Guidelines

Referral by Councilperson Fields to PLANNING & DEVELOPMENT: She would like a discussion item on the Citizens' Participation Plan. She would also like past Citizens' Participation Plans and HUD guidelines for such plans provided to the City Council. [Referral Action Date: 2/7/2018 @ 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.]

180057 Referral/Life Insurance/Short-Term Disability Insurance/Flint City Council

Referral by Councilperson Fields to CITY ATTORNEY/FINANCE, re: She would like for the Legal and Finance departments to investigate what it would take to reinstitute the ability of the City Council to pay into a retirement benefits fund (life insurance; short-term disability insurance). [Referral Action Date: 2/12/2018 @ Special Affairs Committee Meeting.]

180058 Discussion Item/Guidelines for Granting Hardship Exemptions from Property Taxes/Attendance Request/Assessor Staci Bassi

Discussion Item as requested by Councilperson Galloway, with referral to

ASSESSMENTS, re: She asks that City Assessor Staci Bassi attend the 2/21/2018 Governmental Operations Committee meeting in order to continue discussion about the guidelines for granting hardship exemptions from property taxes, including questions regarding (non) eligibility for renters (See Resolution No. 180037, as adopted by the City Council on February 12, 2018). [Referral Action Date: 2/12/2018 @ City Council 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.]

180075 Discussion Item/Water System Projects

A discussion item as proposed by Councilperson Fields, re: She would like to discuss water system projects at the next Finance Committee Meeting. [Referral Action Date: 2/21/2018 @ Finance Committee Meeting.]

180076 Referral/Last Appearance Date/Ret. Brig. Gen. Michael McDaniel

A referral by Councilperson Galloway to DPW, re: She would like to know when Ret. Brig. Gen. Michael McDaniel last appeared before Council. [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.]

180083 Referral/Executive Session/Water Crisis Lawsuits

A referral from Councilperson Mays to LAW, re: He requests an executive session on any outstanding litigation from the water crisis where the city and/or state are named as defendants. [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.]

180085 Referral/Employment Contract/Whitney Frasier-Jenkins

A referral from Councilperson Fields to LAW/HUMAN RESOURCES, re: She would like the employment contract for Whitney Frasier-Jenkins and a copy of her work log. [Referral Action Date: 2/21/2018 @ Finance Committee Meeting.]

180142 Referral/Executive Session/Lawsuit Over Water Rates

A referral from Councilperson Fields to LAW, re: She requests an executive session on the lawsuit filed by former Councilperson Scott Kincaid regarding water rates. [Referral Action Date: 3/12/2018 @ Special Affairs 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.]

180161 Referral/Justification/\$60 Service Fee

A referral as requested by Councilperson Fields to FIN: she would like justification for the \$60 ready-for-use charge on customers' water/sewer bills. [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.]

180181 Referral/Justification/\$75.00 Turn-On, Turn-Off Fee

A referral as requested by Councilperson Fields to FIN/DPW: She would like justification for charging customers \$75.00 to turn water on and \$75.00 to turn water off. [Referral Action Date: 4/4/2018 @ Finance Committee Meeting.]

180182 Referral/Justification/Number of Personnel/Water Turn-Ons, Turn-Offs

A referral as requested by Councilperson Fields to FIN/DPW: She would like to know how many people are needed to turn water on/off. [Referral Action Date: 4/4/2018 @ Finance Committee Meeting.]

180203 Referral/Notice of Advancement/Interim City Treasurer

A referral as requested by Councilperson Fields to MAYOR/ADM: She would like to know why City Council was not notified that Amanda Trujillo is now Interim City Treasurer. [Referral Action Date: 4/18/2018 @ 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.]
- 180205** Referral/Itemized Billing Statements/Attorneys
- A referral as requested by Councilperson Fields to FIN/LAW: She would like itemized billing statements for Attorney Kendall Williams and the Butzell Long Law Firm. [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.]
- 180207** Referral/Executive Session/Water Lawsuit
- A referral as requested by Councilperson Fields to LAW: She would like an executive session to update the City Council on the water lawsuit filed by former City Councilperson Scott Kincaid. [Referral Action Date: 4/18/2018 @ Finance Committee Meeting.]
- 180233** Copy/Environmental Protection Agency (EPA)/Emergency Order
- A referral from Councilperson Galloway to LEGAL: re, she would like a copy of the EPA emergency order given to each Councilperson. [Referral Action Date: 5/9/2018 @ 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]
- 180266** Copy/Tax Lien List/Sorted by Ward
- A referral from Councilperson Worthing to FIN, re: She would like a copy of customers on the tax lien list, broken down by ward. [Referral Action Date: 5/23/2018 @ Finance Committee Meeting.]
- 180292** Referral/Billing Language Changes
- Referral by Councilperson Mays to LEGAL/ADMIN/FINANCE, re: He would like to discuss the possibility of changing the language for utility shut-off notices and/or delinquent tax bills to change from "shall" to "may."

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.]

NEW BUSINESS

ADJOURNMENT

180264

Resolution: CA692018

Presented: 5-22-18

Adopted: _____

Resolution, based on the Memorandum of Understanding in place between the City and the Genesee County Land Bank, to enter into a contract for \$602,084.98 to allow them to request reimbursement after demolishing properties they own for which there is fire insurance held by the City's Division of Building Safety and Inspections

By the Mayor:

The Division of Building Safety and Inspections within the Department of Planning and Development has identified \$602,084.98 in fire insurance funds held by the city for properties owned by the Genesee County Land Bank (GCLB); and

Those funds can only be used to pay for the demolition cost of the property to which they are attached – legally they cannot be used for any other purpose; and

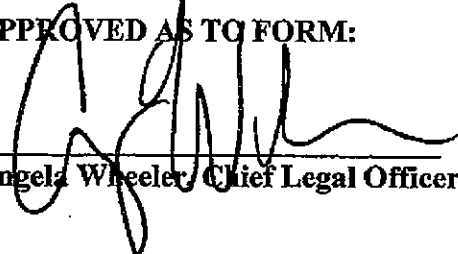
The existence of these funds has the potential to close the gap between existing resources that the GCLB has slated to demolish these buildings and the total cost, allowing for more dangerous buildings to be demolished without any financial outlay by the City; and

The City of Flint has a Memorandum of Understanding in place with the GCLB to allow for an executed contract to be put in place for the total amount of fire insurance settlement funds held for Authority-owned properties targeted for demolition to allow the City will reimburse the GCLB for demolition work undertaken on those properties for the lesser of the cost of demolition or the amount of funds held in escrow funds for the subject property; and

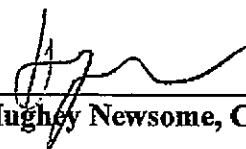
The Department of Planning and Development requests to enter into a contract for \$602,084.98 with the GCLB to allow them to request reimbursement after demolishing properties they own for which there is fire insurance held by the City's Division of Building Safety and Inspections; and

Funds are available in the 701.000.000-389.000 account; and

IT IS RESOLVED, that the above referenced contract will be approved and that the appropriate City of Flint officials are hereby authorized to do all things necessary to enter into contract with the GCLB in the amount of \$602,084.98 from account 701.000.000-389.000.

APPROVED AS TO FORM:


Angela Wheeler, Chief Legal Officer

APPROVED BY FINANCE:


Hughey Newsome, Chief Financial Officer

CITY COUNCIL:

Herbert Winfrey, Council President

ADMINISTRATION:

Karen W. Weaver
Dr. Karen W. Weaver, Mayor

RESOLUTION STAFF REVIEW

Date:

May 11, 2018

Agenda Item Title:

Resolution, based on the Memorandum of Understanding in place between the City and the Genesee County Land Bank, to enter into a contract for \$602,084.98 to allow them to request reimbursement after demolishing properties they own for which there is fire insurance held by the City's Division of Building Safety and Inspections

Prepared By:

Suzanne Wilcox, Director, Planning and Development Department

Background/Summary of Proposed Action:

The Division of Building Safety and Inspections within the Department of Planning and Development has identified \$602,084.98 in fire insurance funds held by the city for properties owned by the Genesee County Land Bank (GCLB) and those funds can only be used to pay for the demolition cost of the property to which they are attached – legally they cannot be used for any other purpose. By allowing the GCLB to demolish buildings they own with the understanding of being reimbursed by the fire insurance funds, it enables the demolition of more dangerous buildings without any financial outlay by the City.

The City of Flint has a Memorandum of Understanding in place with the GCLB (enclosed) to allow for an executed contract to be put in place for the total amount of fire insurance settlement funds held for GCLB-owned properties targeted for demolition to allow the City will reimburse the GCLB for demolition work undertaken on those properties for the lesser of the cost of demolition or the amount of funds held in escrow funds for the subject property.

Financial Implications (i.e., budget, account information)

Instead of these withheld insurance funds remaining unused by the City, they will be used for their specified purpose. The city has no financial outlay of funds.

Budgeted Expenditure: Yes No Please explain, if no:

Pre-encumbered: Yes No Requisition # _____

701.000.000-389.000 (Reserve for Fire Escrow)

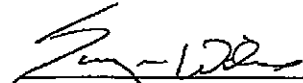
Mary Jarvis

Accounts Verified: _____

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

Staff Recommendation: Staff recommends approval of this resolution.

APPROVAL



A handwritten signature in black ink, appearing to be "Sam W. [unclear]", written over a horizontal line.

Director, Planning and Development



Dr. Karen W. Weaver
Mayor

CITY OF FLINT
DEPARTMENT OF PLANNING AND DEVELOPMENT
Division of Community and Economic Development



Steve Branch
Interim City Administrator

MEMORANDUM OF UNDERSTANDING

WHEREAS, the Genesee County Land Bank Authority, a public body corporate organized pursuant to the Michigan Land Bank Fast Track Act, MCL 124.751-124.774, (the "Authority"), is available to demolish vacant and blighted structures in the City of Flint, (the "City"); and

WHEREAS, the City is participating in the fire insurance withholding program to escrow the lesser of 25% or the maximum withholding amount as allowed by Sections 500.2227 and 500.2845 of the Michigan Insurance code, of a fire insurance settlement for losses which meet established criteria to real property within the boundaries of the City of Flint; and

WHEREAS, the City has obtained through ordinance procedures the right to demolish structures located in the City of Flint with funds collected and escrowed; and

WHEREAS, the City represents and warrants that its ordinance procedures are valid; and

WHEREAS, the Authority obtains ownership of properties with escrowed funds through tax foreclosure; and

WHEREAS, the Authority is willing and able to allocate grant funding, if available, to complete the demolition of the properties if the amount set aside in escrow is insufficient; and

NOW THEREFORE, the City and Authority agree as follows:

1. The City may contract with the Authority to demolish selected properties not to exceed the amount of the escrow received by the City.
2. Once an executed contract exists for the total amount of fire insurance settlement funds held for Authority-owned properties targeted for demolition, the City will reimburse the Authority for demolition work undertaken on those properties for the lesser of the cost of demolition or the amount of funds held in escrow funds for the subject property.
3. The Authority will demolish the properties after first obtaining all necessary federal, state and local permits.
4. The Authority may leverage funds from grants received as available to complete the demolition of selected properties if the cost of demolition exceeds the escrow amount.



CITY OF FLINT
DEPARTMENT OF PLANNING AND DEVELOPMENT
Division of Community and Economic Development



Dr. Karen W. Weaver
Mayor

Steve Branch
Interim City Administrator

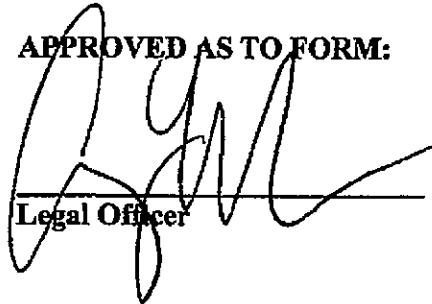
- 5. To the extent permitted by law, the City will defend, indemnify, and hold the Authority harmless from any and all claims brought against the Authority by any one challenging the legality of the demolition.
- 6. This agreement shall remain in effect in perpetuity or until such a time as either party terminates this agreement in writing via a thirty (30) day notice to the second party.

ACCEPTED: Genesee County Land Bank


BY: 

TITLE: Executive Director

APPROVED AS TO FORM:


Legal Officer

**THE CITY OF FLINT
A MUNICIPAL CORPORATION**

BY: 
Dr. Karen W. Weaver
Mayor



Division of Community & Economic Development

Dr. Karen Weaver
Mayor

Steve Branch
Interim City Administrator

Good Standing Certification

Applicant and/or Business Clearance

All applicants for City of Flint funded programs, including federal programs, must remain current and not in default on any obligations related to taxes, fines, penalties, water service, licenses or other forms of penalties.

APPLICANT NAME: Genesee County Land Bank Authority

HOME ADDRESS: _____

DBA: _____

BUSINESS ADDRESS: 452 S. Saginaw St., Flint MI 48502

Please include addresses of all properties in the name of other current and/or former businesses, parent company, subsidiaries and/or divisions. Also, please include all former names used while conducting business with the City.

This section to be completed by the Department of Finance - Customer Service Div.

Please check the following divisions for the status of current and delinquent obligations owed to the City of Flint. Please circle the appropriate response for each division.

WATER DIV.	<u>CURRENT</u>	DELINQUENT
PROPERTY TAXES DIV.	<u>CURRENT</u>	DELINQUENT
INCOME TAX DIV.	<u>CURRENT</u>	DELINQUENT
ENFORCEMENT	<u>CURRENT</u>	DELINQUENT

This section to be completed by the Department of Community and Economic Development

DCED/EDC: CURRENT DELINQUENT N/A
(108 Loans, EDC loans, mortgage repayments, etc)

gpd 12-5-17
City of Flint DCED Representative and Date

If delinquencies exist, please indicate the date, type and amount of obligation:

[Signature], 12/05/17
DCED Staff Person and Date

[Signature], 11/30/17
City of Flint Customer Serv. Representative and Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/12/2018

PRODUCER (810) 694-2050 FAX: (810) 694-2055 Lake Agency, Inc A Lighthouse Company 1537 East Hill Road Grand Blanc MI 48439-5186	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Berridge Place Llc And Genesee County Land Bank 452 S. Saginaw St Flint MI 48502-1826	<table border="1"> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Home-Owners</td> <td>26638</td> </tr> <tr> <td>INSURER B: Accident Fund Ins Co of Amer</td> <td>10166</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Home-Owners	26638	INSURER B: Accident Fund Ins Co of Amer	10166	INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: Home-Owners	26638												
INSURER B: Accident Fund Ins Co of Amer	10166												
INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	14051484	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/PROP AGG \$ 3,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO * <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	4797917900	4/1/2018	4/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WCV6111174	4/26/2018	4/26/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 The City of Flint and its officers, agents and employee's are added as additional insureds with respects to the above captioned general liability policy 30 days notice of cancellation included.

CERTIFICATE HOLDER

CANCELLATION

City of Flint 1101 S. Saginaw St. Flint, MI 48501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Cort Niemi/KHAMMO
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SAM Search Results
List of records matching your search for :

Record Status: Active
DUNS Number: 003805105
Functional Area: Entity Management, Performance Information

ENTITY: GENESEE COUNTY LAND BANK	Status:Active
DUNS: 003805105 +4:	CAGE Code: 5BA47 DoDAAC:
Expiration Date: Sep 20, 2018	Has Active Exclusion?: No Debt Subject to Offset?: No
Address: 452 S SAGINAW ST	
City: FLINT	State/Province: MICHIGAN
ZIP Code: 48502-1826	Country: UNITED STATES

PROPERTIES ON FIRE INSURANCE LIST OWNED BY GENESEE CO. LAND BANK

PID	Parcel-No	Property Address	Bond-No	Bond Holder	Date Opened	Bnd Exp	Held
4635485003	46-35-485-003	3606 RACE ST	B05-0086	J GOLDSMITH	11/5/2002	11/5/2006	\$6,000.00
4625434032	46-25-434-032	5707 FULTON ST	B05-0107	ARTIS, EDWARD C	5/16/2005	9/13/2005	\$1,572.84
4001128007	40-01-128-007	205 W JAMIESON ST	B05-0117	E EDWARDS & WF	7/26/2005	11/23/2005	\$6,875.00
4014229040	40-14-229-040	2014 CARTIER ST	B05-0120	M J KNIGHT	2/5/2008	11/30/2005	\$6,725.00
4011233021	40-11-233-021	2302 Concord St.	B05-0121	MICHAEL WHITE	12/5/2008	10/5/2012	\$6,875.00
4010281016	40-10-281-016	3026 Flushing Rd.	B05-0134	ANTHONY, BRADL	7/5/2010	4/6/2002	\$1,868.83
4635430037	46-35-430-037	4017 Keyes St.	B05-0139	WYCLOFF, GAR	10/27/2005	2/24/2006	\$1,142.75
4011128028	40-11-128-028	1509 Forest Hill Ave.	B06-0183	J G TYLER & C B BY	6/22/2006	10/20/2006	\$258.29
4636102037	46-36-102-037	618 W. Morengo Ave.	B06-0188	POWELL, CASSAND	7/25/2006	11/22/2006	\$1,000.00
4636256016	46-36-256-016	326 E. Eldridge Ave.	B06-0190	WEATHERLY, QUA	7/31/2006	11/28/2006	\$447.00
4002427024	40-02-427-024	2229 N. Chevrolet Ave.	B06-0204	SIMPSON, ROBERT	6/6/2010	3/7/2002	\$500.00
4636453010	46-36-453-010	309 E. Van Wagoner Ave.	B06-0207	M ELDRIDGE	10/17/2006	2/14/2007	\$7,304.00
4625251003	46-25-251-003	214 E. Foss Ave.	B06-0212	WILLIAMS, JAMES	6/6/2011	6/7/2003	\$784.90
4011280032	40-11-280-032	1912 Prospect St.	B06-0214	MCDONALD, ERIC	8/6/2011	8/7/2003	\$2,334.00
4105329010	41-05-329-010	1730 New York Ave.	B06-0223	MUDGE, PAULINE	12/18/2006	4/17/2007	\$553.55
4636177064	46-36-177-064	410 W. Flint Park Blvd.	B07-0227	BEASLEY, ANNITA	3/7/2001	3/7/2005	\$1,354.00
4119379029	41-19-379-029	3414 S. Grand Traverse	B07-0235	SMITH, LAURA	2/6/2007	6/6/2007	\$7,304.00
4635333008	46-35-333-008	4034 Trumbull Ave	B07-0237	MIDWEST MTG IN	2/14/2007	6/14/2007	\$1,180.71
4001308025	40-01-308-025	308 Green St.	B07-0238	POINTER, ARTHUR	2/15/2007	6/15/2007	\$500.00
4002456001	40-02-456-001	1213 W. Paterson St.	B07-0252	JONES, PEGGY A	5/21/2007	9/18/2007	\$7,304.00
4002177012	40-02-177-012	1509 W. Dartmouth	B07-0255	COULTER, CASSAN	12/7/2006	10/7/2010	\$3,937.50
4010278033	40-10-278-033	1163 Suttion Ave.	B07-0257	GALBRAITH, WILLI	6/20/2007	10/18/2007	\$2,681.00
4002308002	40-02-308-002	2207 W. Dadyton St.	B07-0259	PODOSKE PROPER	6/20/2007	10/18/2007	\$2,304.00
4105330027	41-05-330-027	1637 Jane Ave.	B07-0265	NICKS, BARBARA &	8/16/2007	12/14/2007	\$500.00
4731378011	47-31-378-011	836 Carton St.	B07-0292	GILBERT, TRAVIS	11/7/2012	9/8/2004	\$7,304.00

4002259022	40-02-259-022	1114 W. Dayton St.	B08-0299	YARBROUGH, ALT	1/14/2008	5/13/2008	\$1,437.00
4002404016	40-02-404-016	2310 Forest Hill Ave.	B08-0301	JONSON, MCHENR	1/22/2008	5/21/2008	\$5,250.00
4635384016	46-35-384-016	3621 Trumbull Ave.	B08-0304	JP INVESTING LLC	1/30/2008	5/29/2008	\$2,820.00
4129104051	41-29-104-051	4318 Red Arrow Rd.	B08-0306	A L DEBUS & WFD	5/8/2002	4/8/2006	\$7,443.00
4013128009	40-13-128-009	512 Frost St.	B08-0315	SORRELL, JOHN &	10/8/2003	8/8/2007	\$1,084.33
4001357016	40-01-357-016	606 Grace St.	B08-0318	BRITT, PAUL III	3/18/2008	7/16/2008	\$1,143.84
4626227024	46-26-227-024	816 W. Alma Ave.	B08-0322	COULTER, RUTH	4/14/2008	12/8/2008	\$4,321.17
4001328005	40-01-328-005	227 White St.	B08-0328	LEWIS, CHARLES			
4002477028	40-02-477-028	2005 N. Chevrolet Ave.	B08-0340	WASHINGTON MU	8/19/2008	12/17/2008	\$1,857.98
4105330011	41-05-330-011	1638 Belle Ave.	B08-0345	TREASURE ENTER	9/30/2008	1/28/2009	\$500.00
4119432015	41-19-432-015	205 Madison Ave.	B08-0351	DOLMAGE, PATRIC	10/23/2008	2/20/2009	\$500.00
4025255031	40-25-255-031	1517 Crestbrook Ln.	B08-0352	DANKO, MICHELL	5/8/2011	5/9/2003	\$550.00
4012109005	40-12-109-005	619 Copeman Blvd.	B09-0014	ODOM, DONNIE	4/15/2009	8/13/2009	\$1,331.00
4636105026	46-36-105-026	505 W. Baltimore Blvd.	B09-0024	ELZY, JOSIAH	6/16/2009	10/14/2009	\$6,476.00
4635385021	46-35-385-021	3517 Fleming Rd.	B09-0027	MORRIS, LISA	6/30/2009	10/28/2009	\$1,881.00
4731329023	47-31-329-023	823 E. Myrtle Ave.	B09-0029	ALLEN, BRYAN	7/20/2009	11/17/2009	\$975.00
4001254013	40-01-254-013	402 E DARTMOUTH ST	B09-0035	GILL, JAMES JR & W	9/25/2009	1/23/2010	\$5,718.12
4129151040	41-29-151-040	4405 PENGELLY RD	B09-0037	STOKES, GABRIEL	2/9/2010	1/30/2010	\$7,680.00
4626455018	46-26-455-018	1301 Bolan Dr.	B10-0050	LITTON LOAN SER	12/10/2011	12/11/2003	\$3,861.50
4024480002	40-24-480-002	1325 Lincoln Ave.	B10-0007	KLEPOCH, KIMBER	3/10/2002	3/10/2006	\$2,231.25
4625377014	46-25-377-014	205 Westmoreland Dr.	B10-0010	HANSON, TERRY L	2/15/2010	6/15/2010	\$550.00
4625430012	46-25-430-012	512 E. Home Ave.	B10-0011	CF BANCORP MOR	1/10/2003	6/29/2010	\$6,270.80
4013353014	40-13-353-014	909 Pershing St.	B10-0026	LUTHER, RACHEL	8/10/2006	6/10/2010	\$2,110.00

4001158008	40-01-158-008	409 W. Rankin St.	B10-0038	SHINE, GENEVA	8/23/2010	12/21/2010	\$550.00
4001276005	40-01-276-005	530 E. Genesee St.	B10-0044	BROWNLEE, ERIC	10/18/2010	2/15/2011	\$1,004.00
4001485002	40-01-485-002	402 Harriet St.	B11-00006	DRIVER, LOIS M	1/19/2011	5/19/2011	\$1,000.00
4729178001	47-29-178-001	6714 Eastmont Dr.	B11-00014	MORRIS, TYRONE	2/21/2011	6/21/2011	\$1,206.00
4012384009	40-12-384-009	706 Wolcott St.	B11-00023	THOMAS, CARLO	3/22/2011	7/20/2011	\$7,812.00
4626478029	46-26-478-029	5313 Baldwin Blvd.	B11-00033	BUTLER, ACY & WF	9/11/2005	6/11/2009	\$1,306.00
4002259014	40-02-259-014	2535 Proctor Ave.	B11-00038	JACKSON, MELISSI	5/16/2011	9/13/2011	\$2,750.00
4625477021	46-25-477-021	633 E. Lyndon Ave.	B11-00041	TYLER, MARK	5/25/2011	9/22/2011	\$2,506.00
4001151011	40-01-151-011	610 W. Taylor St.	B11-00042	I R MORTGAGE CO	5/25/2011	9/22/2011	\$2,408.17
4626477018	46-26-477-018	5513 Glenn Ave.	B11-00044	PAYLOR, TIARANC	6/1/2011	9/29/2011	\$7,860.00
4001451029	40-01-451-029	1913 Adams Ave.	B11-00047	STEWART, JAMES &	6/16/2011	10/14/2011	\$1,682.00
4635379003	46-35-379-003	3902 LeErda Ave.	B11-00050	TYLER, MARK	8/11/2007	5/11/2011	\$550.00
4001258034	40-01-258-034	213 E. Baker St.	B11-00051	SALEM HSG TASK	8/11/2007	5/11/2011	\$5,423.63
4626230015	46-26-230-015	6642 Daryll Dr.	B11-00058	RANDALPH, ELIZA	9/11/2008	7/11/2012	\$5,000.00
4011278004	40-11-278-004	2113 Clement St.	B11-00062	SPARKS, MISHELL	9/19/2011	1/17/2012	\$7,812.00
4635202006	46-35-202-006	5114 Kermit St.	B11-00064	ANDERSON, LAWR	9/21/2011	1/19/2012	\$7,812.00
4106482014	41-06-482-014	1292 Broadway Blvd.	B11-00065	FLOWERS, JANICE	9/23/2011	1/21/2012	\$903.00
4130158005	41-30-158-005	853 Major St.	B11-00073	NSI DISTRESSED R.	11/11/2010	8/12/2002	\$7,873.00
4626478003	46-26-478-003	5510 Glenn Ave.	B11-00078	CONYERS, LOUIS	11/16/2011	3/15/2012	\$825.00
4635480018	46-35-480-018	3907 Dupont St.	B11-00081	HOWELL, JARVON	11/29/2011	3/28/2012	\$7,873.00
4625156003	46-25-156-003	509 W. Ruth Ave.	B11-00084	JARRETT, TREFOYI	7/11/2012	5/12/2004	\$2,973.00
4105302020	41-05-302-020	1509 New York Ave.	B11-00085	PLAMONDON, TH	12/13/2011	11/12/2004	\$5,080.92
4108210004	41-08-210-004	2208 Wisconsin Ave.	B11-00086	SCOTT, JEROID	12/15/2011	4/13/2012	\$3,750.00
4011232012	40-11-232-012	2005 Begole St.	B12-00003	DAWSON, EDWAR	5/12/2001	4/12/2005	\$1,797.00
4626252007	46-26-252-007	6406 Fleming Rd.	B12-00006	HENDERSON, WAN	1/23/2012	5/22/2012	\$79.00
4015453009	40-15-453-009	927 Sunday St.	B12-00014	EASTON, PEGGY	2/13/2012	12/12/2006	\$2,323.00
4012126030	40-12-126-030	112 Welch Blvd.	B12-00015	WILBON-JOHNSON	2/17/2012	6/16/2012	\$7,873.00

4013303010	40-13-303-010	426 Garden St.	B12-00020	JCM UNIVERSAL	3/23/2012	7/21/2012	\$2,073.00
4023159009	40-23-159-009	3206 Chicago Blvd.	B12-00023	LOGAN, BEN M	3/30/2012	7/28/2012	\$2,023.00
4108106005	41-08-106-005	1512 Illinois Ave.	B12-00024	PIERSON, PHILIP L	4/9/2012	7/12/2008	\$6,667.50
4729179003	47-29-179-003	6401 Cecil Dr.	B12-00029	BOWMAN, RICHAR	6/5/2012	3/12/2010	\$7,873.00
4117381018	41-17-381-018	2010 Burr Blvd.	B12-00032	PETTY, JAMES	6/26/2012	10/24/2012	\$9,248.00
4105401025	41-05-401-025	2205 Delaware Ave.	B12-00033	MEIER, ARTHUR C	6/26/2012	10/24/2012	\$7,873.00
4001355021	40-01-355-021	516 W. Paterson St.	B12-00040	JACKSON, KALUS	9/14/2012	12/13/2001	\$8,129.00
4105201016	41-05-201-016	2205 Thom St.	B12-00043	TOMLIN FAM TR &	10/22/2012	2/19/2013	\$3,750.00
4011405024	40-11-405-024	2326 Raskob St.	B12-00044	GILLESPIE, TEAKE	10/22/2012	2/19/2013	\$2,823.00
4731132027	47-31-132-027	901 E. Baltimore Blvd.	B12-00045	MCELROY, HENRY	10/22/2012	2/19/2013	\$500.00
4105381014	41-05-381-014	1814 E. Hamilton Ave.	B12-00049	VAUGHN, LORETA	11/6/2012	6/13/2003	\$8,129.00
4635405003	46-35-405-003	4026 Burgess St.	B12-00054	FED NAT'L MTG AS	12/12/2012	11/13/2004	\$6,822.49
4636203021	46-36-203-021	230 E. Marengo Ave.	B12-00056	FANNIE MAE	12/20/2012	4/19/2013	\$11,038.75
4635201031	46-35-201-031	4913 Kermit St.	B12-00057	FANNIE MAE	12/27/2012	4/26/2013	\$873.00
4116378020	41-16-378-020	1916 Tebo St.	B13-00001	BARTHOLOMEW, B	1/8/2013	8/13/2005	\$2,937.50
4636378011	46-36-378-011	3606 Mason St.	B13-00005	DICKERSON, CHA	2/26/2013	6/26/2013	\$8,129.00
4107277022	41-07-277-022	1325 Cleveland Ave.	B13-00006	HESS, RICHARD AN	2/26/2013	6/26/2013	\$200.37
4013253047	40-13-253-047	533 Asylum St.	B13-00010	I B PROPERTY HOL	2/12/2013	12/13/2006	\$2,623.00
4105108006	41-05-108-006	1522 Colorado Ave.	B13-00016	HURLEY, VICKY L	4/16/2013	8/14/2013	\$7,483.55
4012103008	40-12-103-008	1618 Dupont St.	B13-00017	RATCLIFF, ANGEL	7/13/2005	4/13/2009	\$8,129.00
4625437015	46-25-437-015	5635 N. Saginaw St.	B13-00018	HALL, JIMMY	9/13/2005	6/13/2009	\$24,020.89
4119379020	41-19-379-020	628 Lincoln Ave.	B13-00021	THOMAS, BOOKER	7/13/2006	5/13/2010	\$8,129.00
4013126002	40-13-126-002	624 Frost St.	B13-00027	BURLESON, STEVE	11/13/2007	8/13/2011	\$5,000.00
4011480025	40-11-480-025	971 Perry St.	B13-00036	JONES, RAYMOND	8/28/2013	12/26/2013	\$8,129.00
4011234008	40-11-234-008	2227 Concord St.	B13-00043	WOODURD, DREE	10/14/2013	11/14/2002	\$1,500.00
4626401023	46-26-401-023	1220 W. Home Ave.	B13-00050	HALL, JEFFREY & H	11/27/2013	3/27/2014	\$8,129.00

180358

SUBMISSION NO: _____

PRESENTED: 7-18-18

ADOPTED: _____

**RESOLUTION FOR THE EMPLOYMENT OF
STEVEN HAUGER AS WPC FACILITIES TECHNICAL CONSULTANT**

BY THE MAYOR:

The Department of Public Works, Water Pollution Control Division is seeking to renew an agreement with Steven Hauger. He has been employed by the City of Flint in the capacity of WPC Facilities Technical Consultant. Mr. Hauger's employment with the City of Flint is at the will of the City's Director of Public Works; and

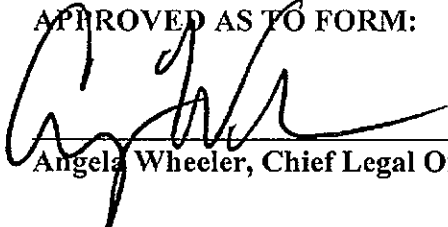
The employment of Steven Hauger will continue until it is determined that his services are no longer needed, this agreement shall terminate on June 30, 2020, and;

The duties of Mr. Hauger shall be determined by the Water Pollution Control Supervisor or his designee, and;

Compensation for said services shall be paid at an hourly rate of \$35.00 per hour and Mr. Hauger shall not be entitled to any fringe benefits.


IT IS RESOLVED, that the Proper City of Flint Officials, authorize a resolution for the employment of Steven Hauger under the terms and conditions of the attached agreement. The term of said agreement shall terminate June 30, 2020. Compensation shall be at an hourly rate of \$35.00 per hour and shall not exceed \$35,000.00, with no fringe benefits, and with statutory taxes being withheld as required by law. Compensation shall be drawn from appropriated funds in account 590-550.202-702.000 (Sewer Fund).

APPROVED AS TO FORM:




Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:



Hughey Newsome, Chief Financial Officer



R. S. Branch, City Administrator

CITY COUNCIL:

Herbert J. Winfrey, Council President

RESOLUTION STAFF REVIEW

June 26, 2018

Agenda Item Title: Employment Agreement of Steve Hauger as
WPC Technical Consultant

Prepared By: Krystal Wallace

Background/Summary of Proposed Action:

The Department of Public Works, Water Pollution Control would like to renew an agreement with Steven Hauger as WPC Technical Consultant. The employment agreement will allow Mr. Hauger to work 1000 hours per calendar year at a rate of \$35.00 per hour. As a former employee of WPC, Mr. Hauger maintains specific knowledge as it pertains to the technical operations of Water Pollution Control. His knowledge and expertise continue to be needed.

This agreement does not entitle Mr. Hauger to any fringe benefits. This agreement shall be at the will of the Director of Public Works and, shall terminate on June 30, 2020.

Funding is available and budgeted in wage account 590-550.100-702.000.

Financial Implications:

Funding is available in WPC wage account 590-550.100-702.000.

Budgeted Expenditure? Yes: No: Please explain if no:

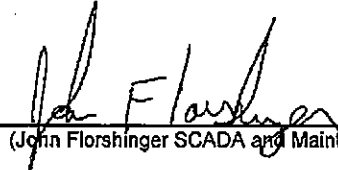
Account No.: 590-550.100-702.000

Pre-encumbered? Yes: No: Requisition: N/A

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

Staff Recommendation: Approve

Staff Person: _____


(John Florshinger SCADA and Maintenance Supervisor)

**SERVICE AGREEMENT
BETWEEN THE CITY OF FLINT AND STEVEN HAUGER**

Steven Hauger (hereinafter "Contractor") does hereby agree to perform the duties described in Section II of this Agreement, and the City of Flint (hereinafter "the City") accepts such services upon all of the terms and conditions set forth in this Agreement.

I. TERM

The term of this contract for professional services under this Agreement shall commence on July 1, 2019 and end on June 30, 2020, and at the will of the City of Flint Administration.

II. DUTIES

Contractor shall perform duties as assigned by the WPC Supervisor or designee, in the capacity of SCADA (Supervisory Control and Data Acquisition) Consultant for the Department of Public Works, Utilities Water Pollution Control. Under no circumstances shall Contractor exceed twenty-nine (29) hours of work in any given calendar week (Sunday – Saturday).

III. COMPENSATION

Contractor shall be paid \$35.00/hour for a maximum of 1000 hours per calendar year, commencing after execution of this Agreement and ending Jun 30, 2020. Contractor shall submit an invoice or timecard of hours worked on a bi-weekly basis. The City will make payroll deductions consistent with its normal payroll practices, and Contractor agrees to hold City harmless for any and all income tax obligations and any other consequences of payment under this Agreement.

IV. BENEFITS

The Contractor shall not be entitled to fringe benefits of any kind, including but not limited to paid leave time, medical or retirement benefits. The compensation detailed in Section III shall be the sole consideration paid to Contractor by the City.

V. TERMINATION

This Agreement may be terminated by either party at any time for any reason, but in that event, the City shall only be required to pay the Contractor any balance owed for time actually worked.

VI. DISPUTE RESOLUTION

All disputes, controversies, or claims arising out of or in connection with, or relating to this Agreement or any breach or alleged breach of the Agreement shall be submitted to and settled by arbitration in the State of Michigan under the rules then in effect of the American Arbitration Association. The parties specifically agree to arbitration with the other party in a joint proceeding for all common issues and disputes. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

Notice of the demand for arbitration shall be filed, in writing, with the other party to this agreement. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question arose when the party asserting the claim should reasonably have been aware of it, but in no event later than ten (10) days after the claim arose.

The parties may elect to be represented by an attorney or other representative of their choice. Each party shall have the right to prehearing discovery in the time and manner provided by the then

applicable Michigan Court Rules. Each party also shall have the right to subpoena witnesses and documents for the arbitration hearing. The arbitrator shall have no power to add to, subtract from, or alter the terms of this Agreement, and shall render a written decision setting forth findings and conclusions only about the claims or disputes at issue. The expenses of any arbitration shall be born by the respective parties and each party shall pay for and bear the costs of its own experts, evidence, and counsel fees. However, if any party prevails on a statutory claim, the arbitrator may award reasonable costs and fees, including the portion of the arbitrator's fees paid by the party, and attorney Fees to the prevailing party in accordance with such statute.

Any award by the arbitrator shall be final and conclusive upon the parties and a judgment may be entered in the highest court for the forum, state or federal, having jurisdiction.

VII. ASSIGNMENT PROHIBITED

This Agreement is personal to each of the parties and neither party may assign or delegate any of its rights or obligations under this Agreement without first obtaining the other's written consent.

VIII. MISCELLANEOUS

- A. This Agreement contains all of the terms and conditions of the contractual relationship between the parties, and no amendments or additions to this Agreement shall be binding unless they are in writing and signed by both parties.
- B. This Agreement shall be binding upon the parties, their legal representatives, successors, and assigns.
- C. This Agreement abrogates and takes the place of all prior professional service agreements or understandings that may have been made by the parties.
- D. Contractor shall comply with all reporting and recording requirements regarding compensation expenditures and benefits provided by the City under the US Internal Revenue Code, as amended, and any of its rules and regulations.

IX. GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan.

X. SEVERABILITY

The invalidity of all or any part of any sections, subsections, or paragraphs of this Agreement shall not invalidate the remainder of this Agreement or the remainder of any paragraph or section not invalidated unless the elimination of such subsections, sections, or paragraphs shall substantially defeat the intents and purposes of the parties.

XI. DEFENSE AND INDEMNIFICATION

City agrees to defend, indemnify and hold harmless Contractor for and against any and all claims made against Contractor in the course of Contractor's performance and duties as specified in Flint City Ordinance 35-80.

XII. INDEPENDENT CONTRACTOR

No provision of this Agreement shall be construed as creating an employer-employee relationship. It is the parties intention that Contractor shall have an independent contractor status and that it is not an employee for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Michigan laws relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code 401(k) and other benefit payments and third-party liability claims. Contractor shall take all steps necessary to retain sole and absolute discretion in the manner and means of carrying out activities and responsibilities under this Agreement. Contractor shall not act as an agent of the City, ostensibly or otherwise, nor bind the City in any manner, unless specifically authorized to do so in writing.

CONTRACTOR:

WITNESS:

Steve Hauger

Date

APPROVED AS TO FORM:

Angela Wheeler, Chief Legal Officer

Date: _____

CITY OF FLINT:

Dr. Karen W. Weaver, Mayor

Date: _____

180359

SUBMISSION NO: _____

PRESENTED: 7-18-18

ADOPTED: _____

**RESOLUTION AUTHORIZING THE SERVICES OF MARTIN FRELICH
AS IN INVENTORY CONTROL CONSULTANT**

BY THE MAYOR:

In order to provide continuity of asset management services and related activities, the Department of Public Works, Water Pollution Control Division has determined that it would be advantageous for the City to approve an employment agreement with Martin Frelich for the services of Inventory Control Consultant; and

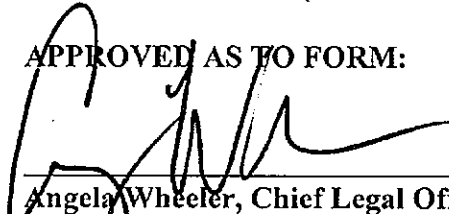
The employment of Martin Frelich will continue until it is determined that his services are no longer needed and this agreement shall terminate on June 30, 2020, and;

The duties of Mr Frelich shall be determined by the Water Pollution Control Supervisor or his designee, and;

Compensation for said services shall be paid at an hourly rate of \$35.00 per hour and Mr. Frelich shall not be entitled to any fringe benefits.


IT IS RESOLVED, that that the Proper City of Flint Officials, authorize a resolution for the employment of Martin Frelich under the terms and conditions of the attached agreement. Mr. Frelich shall be employed in the capacity of Inventory Control Consultant. The term of said agreement shall terminate on June 30, 2020. Compensation shall be at an hourly rate of \$35.00 per hour and shall not exceed \$35,000.00, with no fringe benefits, and with statutory taxes being withheld as required by law. Compensation shall be drawn from appropriated funds in account 590-550.202-702.000 (Sewer Fund).

APPROVED AS TO FORM:



Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:



Hughey Newsome, Chief Financial Officer



R. S. Branch, City Administrator

CITY COUNCIL:

Herbert J. Winfrey, Council President

RESOLUTION STAFF REVIEW

June 26, 2018

Agenda Item Title: Employment Agreement with Martin Frelich, Inventory Control Consultant

Prepared By: Krystal Wallace

Background/Summary of Proposed Action:

The Department of Public Works, Water Pollution Control would like to renew an employment agreement with Martin Frelich. Mr. Frelich possesses specific knowledge and expertise in regard to the Water Pollution Control inventory control asset management. Mr. Frelich will assist the Department of Finance with the Department of Public Works, Water Pollution Control inventory auditing activities. It would be in the best interest of the City to approve an employment agreement Mr. Frelich so that he may share the knowledge he has acquired over the years in order to expedite this activity, and to ensure the accuracy of the inventory audit.

Mr. Frelich will be paid at a rate of \$35.00 per hour, and shall not exceed \$35,000.00 for the term of this agreement. This agreement does not entitle Mr. Frelich to any fringe benefits. This agreement shall be at the will of the Director of Public Works and, shall terminate on June 30, 2020.

Funding is available and budgeted in wage account 590-550.202-702.000.

Financial Implications:

Funding is available in Water Pollution Control wage account 590-550.202-702.000.

Budgeted Expenditure? Yes No Please explain if no:

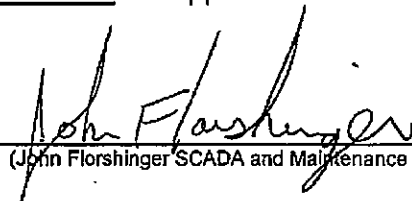
Account No.: 590-550.202-702.000

Pre-encumbered? Yes: No Requisition: N/A

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

Staff Recommendation: Approve

Staff Person:


(John Florshinger SCADA and Maintenance Supervisor)

**SERVICE AGREEMENT
BETWEEN THE CITY OF FLINT AND MARTIN FRELICH**

Martin Frelich (hereinafter "Contractor") does hereby agree to perform the duties described in Section II of this Agreement, and the City of Flint (hereinafter "the City") accepts such services upon all of the terms and conditions set forth in this Agreement.

I. TERM

The term of this contract for professional services under this Agreement shall commence on July 1, 2018 and end on June 30, 2020, and at the will of the City of Flint Administration.

II. DUTIES

Contractor shall perform duties as assigned by the DPW Director or designee, in the capacity of Inventory Control Consultant for the Department of Public Works, Utilities Water Pollution Control. Under no circumstances shall Contractor exceed twenty-nine (29) hours of work in any given calendar week (Sunday – Saturday).

III. COMPENSATION

Contractor shall be paid \$35.00/hour for a maximum of 1000 hours per calendar year, commencing after execution of this Agreement and ending June 30, 2020. Contractor shall submit an invoice or timecard of hours worked on a bi-weekly basis. The City will make payroll deductions consistent with its normal payroll practices, and Contractor agrees to hold City harmless for any and all income tax obligations and any other consequences of payment under this Agreement.

IV. BENEFITS

The Contractor shall not be entitled to fringe benefits of any kind, including but not limited to paid leave time, medical or retirement benefits. The compensation detailed in Section III shall be the sole consideration paid to Contractor by the City.

V. TERMINATION

This Agreement may be terminated by either party at any time for any reason, but in that event, the City shall only be required to pay the Contractor any balance owed for time actually worked.

VI. DISPUTE RESOLUTION

All disputes, controversies, or claims arising out of or in connection with, or relating to this Agreement or any breach or alleged breach of the Agreement shall be submitted to and settled by arbitration in the State of Michigan under the rules then in effect of the American Arbitration Association. The parties specifically agree to arbitration with the other party in a joint proceeding for all common issues and disputes. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

Notice of the demand for arbitration shall be filed, in writing, with the other party to this agreement. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question arose when the party asserting the claim should reasonably have been aware of it, but in no event later than ten (10) days after the claim arose.

The parties may elect to be represented by an attorney or other representative of their choice. Each party shall have the right to prehearing discovery in the time and manner provided by the then

applicable Michigan Court Rules. Each party also shall have the right to subpoena witnesses and documents for the arbitration hearing. The arbitrator shall have no power to add to, subtract from, or alter the terms of this Agreement, and shall render a written decision setting forth findings and conclusions only about the claims or disputes at issue. The expenses of any arbitration shall be born by the respective parties and each party shall pay for and bear the costs of its own experts, evidence, and counsel fees. However, if any party prevails on a statutory claim, the arbitrator may award reasonable costs and fees, including the portion of the arbitrator's fees paid by the party, and attorney Fees to the prevailing party in accordance with such statute.

Any award by the arbitrator shall be final and conclusive upon the parties and a judgment may be entered in the highest court for the forum, state or federal, having jurisdiction.

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This Agreement is personal to each of the parties and neither party may assign or delegate any of its rights or obligations under this Agreement without first obtaining the other's written consent.

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- B. This Agreement shall be binding upon the parties, their legal representatives, successors, and assigns.
- C. This Agreement abrogates and takes the place of all prior professional service agreements or understandings that may have been made by the parties.
- D. Contractor shall comply with all reporting and recording requirements regarding compensation expenditures and benefits provided by the City under the US Internal Revenue Code, as amended, and any of its rules and regulations.

IX. GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan.

X. SEVERABILITY

The invalidity of all or any part of any sections, subsections, or paragraphs of this Agreement shall not invalidate the remainder of this Agreement or the remainder of any paragraph or section not invalidated unless the elimination of such subsections, sections, or paragraphs shall substantially defeat the intents and purposes of the parties.

XI. DEFENSE AND INDEMNIFICATION

City agrees to defend, indemnify and hold harmless Contractor for and against any and all claims made against Contractor in the course of Contractor's performance and duties as specified in Flint City Ordinance 35-80.

XII. INDEPENDENT CONTRACTOR

No provision of this Agreement shall be construed as creating an employer-employee relationship. It is the parties intention that Contractor shall have an independent contractor status and that it is not an employee for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Michigan laws relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code 401(k) and other benefit payments and third-party liability claims. Contractor shall take all steps necessary to retain sole and absolute discretion in the manner and means of carrying out activities and responsibilities under this Agreement. Contractor shall not act as an agent of the City, ostensibly or otherwise, nor bind the City in any manner, unless specifically authorized to do so in writing.

CONTRACTOR:

WITNESS:

Martin Frelich

Date

APPROVED AS TO FORM:

Angela Wheeler, Chief Legal Officer

Date: _____

CITY OF FLINT:

Dr. Karen W. Weaver, Mayor

Date: _____

180360

SUBMISSION NO.: _____

PRESENTED: 7-18-18

ADOPTED: _____

**RESOLUTION TO AUTHORIZE BUDGET AMENDMENTS FOR MOVING FUNDS
FROM PURCHASING DIVISION WAGES & FRINGES TO PROFESSIONAL
SERVICES TO FUND TEMPORARY CONSULTING SUPPORT**

BY THE MAYOR:

Whereas, the City of Flint's budget is monitored on an ongoing basis by the Finance Department and City department heads; and

Whereas, the Ordinance #3865, or the Purchasing Ordinance for the City of Flint, defines the responsibilities that City Council and Administration are to do to ensure that the funds of the city are spent in a fiscally and ethically responsible way; and

Whereas, recent departures by both the Purchasing Manager (Derrick Jones) and Interim Purchasing Manager (Bryan Bond) have left the position temporarily vacant; and

Whereas, during this temporary vacancy, the city is currently relying on the Chief Financial Officer to fill the role of Purchasing Manager until a suitable long-term replacement can be found; and

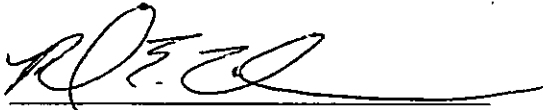
Whereas, in order to provide temporary transactional support to the Chief Financial Officer, the City has hired a consultant to vet requisitions and help guide department heads and the Chief Financial Officer in making procurement decisions in lieu of a Purchasing Manager until that role can be filled; and

Whereas, the city has entered into a contract with Robert Half Staffing Agency, not-to-exceed \$70,000, which provides this temporary support until a permanent solution can be found; and

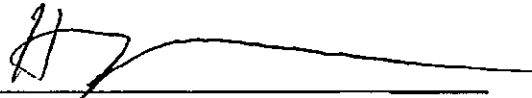
Whereas, the adopted FY19 Budget did not include provisions for consulting (professional services) expenditures in anticipation of finding a permanent Purchasing Manager and will now have to be amended in order to transfer some of the funds for wages and fringes over to professional services to fund the proper account to procure professional services,

IT IS RESOLVED, that the FY19 Budget of the City of Flint is hereby amended to move \$64,400 (FY19 portion of the contract) from the wages and fringes accounts for the

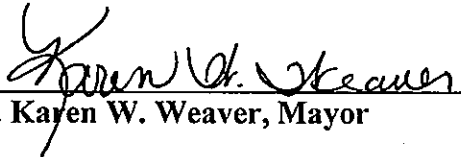
Purchasing Division (#101-191.201-702.000 \$60,000 and #101-191.201-719.100 \$4,400) to the Professional Services account #101-191.201-801.000.



for Angela Wheeler, Chief Legal Officer



Hughey Newsome, Chief Financial Officer



Dr. Karen W. Weaver, Mayor

CITY COUNCIL:

RESOLUTION STAFF REVIEW

DATE: July 10, 2018

Agenda Item Title: Resolution Authorizing Budget Amendment

Background/Summary of Proposed Action:

Both the Purchasing Director and the Purchasing Buyer for the City of Flint have recently retired. Since March, the Human Resources Division has been working to fill these vacancies. Until such time that these positions can be filled, the Finance Department has engaged the consulting services of Mr. Rudy Aguilar through Robert Half Management Services.

Therefore, a budget amendment is needed to move funds in the amount of \$38,000 from wages account #101-191.201-702.000 and \$3,420 from direct fringe account #101-191.201-719.100 to professional services account #101-201-801.000 to cover these expenditures.

Staff Recommendation:

It is the recommendation of the Chief Financial Officer to amend the 2018-2019 budget in the amount of \$41,420 as outlined above.

Staff Person:


Vickie Foster

Approval:


Hughey Newsome, Chief Financial Officer



June 16, 2018

Hughey Newsome
City of Flint
1101 South Saginaw Street
Flint, MI 48502

Thank you for choosing Robert Half Management Resources, a division of Robert Half International Inc. ("Robert Half"), with a branch office at 1441 West Long Lake Road, Suite 320 Troy, MI 48098 ("Branch"), to assist you in identifying and selecting a Consultant for the Purchasing Division.

Robert Half and City of Flint ("Client") will sign a Statement of Service before the selected candidate ("Consultant") begins providing services to Client. The Statement of Service will incorporate the terms of this Executive Placement Agreement (this "Agreement") by reference.

Robert Half's Responsibilities

Robert Half will work with the Client to create a Position Profile that will summarize information about the Client's organization, the position, the functional skills, experience, knowledge and leadership and management experience critical to the role. Robert Half will use the Position Profile to search for candidates.

Robert Half will provide a candidate profile for each candidate it presents to the Client for an interview ("Candidate"), and Robert Half will coordinate scheduling of the interviews. Robert Half will interview all Candidates. If you require Robert Half to perform background checks or other placement screenings of the Candidates, you agree to notify Robert Half prior to the start of Services under this Agreement. Robert Half will conduct such checks or screenings only if they are described in a signed, written amendment to this Agreement. If you request a copy of the results of any checks conducted on Robert Half's Candidates, you agree to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes. After a Candidate is selected by Client, Robert Half will work with the Client and the Candidate toward a mutually beneficial arrangement between the Client and the Candidate.

Client's Responsibilities

Once a Candidate is selected, the Client will directly retain and pay the Consultant. Client acknowledges and agrees that: (i) Consultant is not, and will not at any time be, an employee or contractor of Robert Half; (ii) Robert Half will not be required to maintain insurance covering the Consultant, including commercial liability insurance and employer's liability insurance; (iii) Robert Half will not be responsible for any workers' compensation insurance, Federal, state and local withholding and unemployment taxes, social security, state disability insurance or other payroll charges for the Consultant; (iv) Robert Half shall not be a party to the relationship between the Consultant and Client; (v) Robert Half is receiving a fee for providing referral services for locating the Consultant; and (vi) Robert Half shall not be responsible or liable (including damages for fundamental breach, negligence, misrepresentation, or other contract or tort claim) for the acts or omissions of the Consultant (including the services being performed by the Consultant).

Fee for Services

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Equal Opportunity Employer M/F/D/V

1 | Page

Executive Placement Agreement

Client agrees to pay Robert Half a retainer fee and an ongoing monthly referral fee. Robert Half's retainer fee is \$1,000. Robert Half will invoice the retainer fee upon execution of this Agreement. The retainer fee is non-refundable.

Robert Half will also invoice Client a monthly referral fee. The amount of the monthly referral fee will be described in the Statement of Service and will be payable by the Client once the Consultant begins to work for Client.

Should the Client wish to use the Consultant for other assignments, please feel free to do so. The monthly referral fee will also apply to the other assignments; however, the referral fee may change to reflect the experience necessary to complete the assignment. Call Robert Half for any changes in the assignment.

Robert Half's invoices are due thirty (30) days after receipt of invoice, including applicable taxes, although the Client is sales tax exempt, all of which are payable by Client. In the event that Client fails to pay the invoices when due, the Client agrees to pay all of Robert Half's costs of collection, including reasonable attorneys' fees, whether or not legal action is initiated. Additionally, Robert Half may, at its option, charge interest on any overdue amounts at a rate of the lesser of 1½% per month or the highest rate allowed by applicable law from the date the amount first became due.

The Consultant's hours worked and billed per week cannot exceed 40 hours, unless written authorization is given by Client.

Hiring Fee

If within twelve (12) months after the last day of the Candidate's assignment with Client, Client (or an affiliate or any other entity as a result of referrals by Client) hires the Candidate, Client agrees to pay to Robert Half a fee equal to 35% (if candidate worked less than 500 hours), or 5% (if candidate worked greater than 500 hours) of the Candidate's aggregate annual starting salary, including bonuses, commissions or guaranteed increases in salary that is part of the initial employment offer. The hiring fees are in addition to the retainer fee and the monthly referral fee. The not-to-exceed amount for the Hiring Fee, retainer fee and monthly referral fee is \$70,000.

Limitation of Liability

Regardless of the basis on which Client is entitled to claim damages from Robert Half (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), Robert Half's liability, if any, will (in the aggregate for all claims, causes of action or damages) be limited to any actual direct damages up to an amount equal to the fees actually paid by Client to Robert Half under this Agreement. Under no circumstances is Robert Half liable for special, incidental or indirect damages or for any consequential damages (including lost profits, business, revenue, goodwill, or anticipated savings), even if informed of the possibility.

Warranty

ROBERT HALF MAKES NO EXPRESS OR IMPLIED WARRANTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

Confidentiality

The Consultant will execute any confidentiality agreement that Client may require. Client is responsible for obtaining the Consultant's signature. Client agrees to hold in confidence the identity of Robert Half's Candidates, including the Candidate's resume, social security number and other legally protected personal

information, and Client agrees to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.

Records/Audit

Client shall maintain accurate and complete books in accordance with standard accounting practices relating to payments made to Consultant. Robert Half reserves the right to audit the Client for compliance with the obligations set forth in this Agreement and signed Statement of Service.

Agreement Term

This Agreement will continue for a period of one year after the last date listed below.

Any terms of this Agreement, which by their nature extend beyond the Agreement termination remain in effect until fulfilled, including the Fees for Services and Hiring Fees, and apply to each party's respective successors and assignees.

This Agreement and the signed Statement of Service constitute the entire agreement between the parties regarding these transactions. This Agreement is only applicable to, and the only Robert Half branch obligated under this Agreement is the Branch defined above.

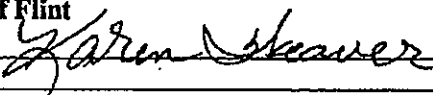

Agreed to: City of Flint	Agreed to: Robert Half International Inc.
By  Authorized signature	By _____ Authorized signature
Name (type or print): Karen Weaver (Mayor)	Name (type or print): Trisha Plovie
Date: June 18, 2018	Date: June 18, 2018
Customer address: 1101 South Saginaw Street Flint, MI 48502	Branch address: 1441 West Long Lake Road, Suite 320 Troy, MI 48098
Approved as to form: City of Flint	
By  Authorized signature	
Name (type or print): Angela Wheeler (Chief Legal Officer)	
Date: June 18, 2018	
Customer address: 1101 South Saginaw Street Flint, MI 48502	

EXHIBIT A

STATEMENT OF SERVICE

This Statement of Service defines the services that Robert Half will provide to City of Flint ("Client") under the terms and conditions of the Executive Placement Agreement dated as of June 16, 2018, by and between Robert Half and Client (the "Agreement"), which Agreement is incorporated into and made a part of this Statement of Service. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Agreement.

NAME OF CONSULTANT: Rudy Aguilar

TERMS OF MONTHLY REFERRAL FEE:

Client agrees to pay a referral fee to Robert Half equal to 40% of any and all amounts payable by Client to Rudy Aguilar (the "Referral Fee") for services provided by Rudy Aguilar to Client as Consultant for the Purchasing Division. The fees payable to Rudy Aguilar for such services shall be no less than \$50 per each hour worked per month, prorated for partial months. For example, if Rudy Aguilar is paid a monthly fee of \$8,000 by Client and the referral fee percentage is 40%, the Referral Fee shall equal a separate payment of \$3,200 per month to Robert Half. Robert Half will invoice Client on a monthly basis for the Referral Fee. Client will provide Robert Half a report within 15 days of the last day of each month of any fees paid to Rudy Aguilar with sufficient detail as reasonably required by Robert Half to provide the invoice for the Referral Fee.

CLIENT CONTACT & PHONE NUMBER: Hughey Newsome; work 810-766-7266, cell 810-875-6299

TRAVEL ARRANGEMENTS & OTHER EXPENSES: Not applicable

<i>Agreed to:</i> City of Flint	<i>Agreed to:</i> Robert Half International Inc.
By <u><i>Karen Weaver</i></u> Authorized signature	By _____ Authorized signature
Name (type or print): Karen Weaver (Mayor)	Name (type or print): Trisha Plovic
Date: June 18, 2018	Date: June 18, 2018
Customer address: 1101 South Saginaw Street Flint, MI 48502	Branch address: 1441 West Long Lake Road, Suite 320 Troy, MI 48098
<i>Approved as to form:</i> City of Flint	
By <u><i>Angela Wheeler</i></u> Authorized signature	
Name (type or print): Angela Wheeler (Chief Legal Officer)	
Date: June 18, 2018	
Customer address: 1101 South Saginaw Street Flint, MI 48502	

180361

SUBMISSION NO.: _____

PRESENTED: 7-18-18

ADOPTED: _____

BY THE FLINT CITY COUNCIL:

RESOLUTION OF SUPPORT FOR THE CRIM FITNESS FOUNDATION TO SUBMIT APPLICATIONS TO THE MICHIGAN DEPARTMENT OF TRANSPORTATION TO REQUEST SAFE ROUTES TO SCHOOL GRANTS FOR FLINT COMMUNITY SCHOOLS (NEITHERCUT ELEMENTARY SCHOOL, FREEMAN ELEMENTARY SCHOOL PIERCE ELEMENTARY SCHOOL, DOYLE/Ryder ELEMENTARY SCHOOL)

The City of Flint, in partnership with the Crim Fitness Foundation and Flint Community Schools desires to submit applications to the Michigan Department of Transportation (MDOT) to request Safe Routes to School funding for Neithercut Elementary School, Freeman Elementary School, Pierce Elementary School, and Doyle/Ryder Elementary School to construct infrastructure projects including sidewalks, curbs, crosswalks and pedestrian signals to enable and encourage children to safely walk and bike to school.

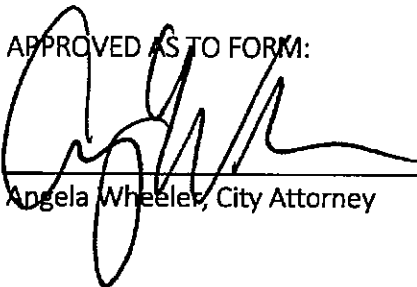
MDOT requires a formal commitment from the public agency that will be receiving these funds and will be implementing and maintaining these infrastructure projects.

The Department of Public Works therefore requests concurrence that the adoption of this resolution shall attest the City's commitment to partner with the Crim Fitness Foundation and Flint Community Schools in support of the Safe Routes to School Program.

IT IS RESOLVED, the City has authorized the Crim Fitness Foundation to act as agent on behalf of the City to request Safe Routes to School funding, to act as the applicant's agent during the project development, and to sign a project agreement upon receipt of a funding award, subject to approval by the City.

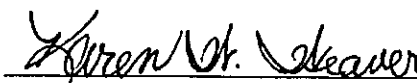
IT IS FURTHER RESOLVED, the City commits to owning operating, funding and implementing a maintenance program over the design life of the facilities constructed with Safe Routes to School funding.

APPROVED AS TO FORM:



Angela Wheeler, City Attorney

ADMINISTRATION:



Dr. Karen W. Weaver, Mayor

CITY COUNCIL:

Flint City Council

RESOLUTION STAFF REVIEW

Date: June 28, 2018

Agenda Item Title: Resolution of support for the Crim Fitness Foundation to submit applications to the Michigan Department of Transportation to request Safe Routes to School Grants for Flint Community Schools (Neithercut Elementary, Freeman Elementary, Pierce Elementary, Doyle-Ryder Elementary)

Prepared by: Kristin Stevenson

Summary of Proposed Action: Funding for the Safe Routes to School (SRTS) program was established by Congress under the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users of 2005 (SAFETEA-LU). The SRTS program provides educational programs, infrastructure improvements and encouragement activities to help children safely walk and bike to school and increase their physical activities. SRTS funding is 100 percent federal funds with no local match requirements.

MDOT administers the federally legislated SRTS program and encourages opportunities for collaboration between agencies and partners not traditionally involved in transportation funding. MDOT requires local agencies to partner with schools awarded funding by awarding the transportation funds through the local agency and requiring the local agency to maintain the facilities after construction.

The Department of Public Works & Utilities supports the Neithercut Elementary School, Freeman Elementary School, Pierce Elementary School, and Doyle-Ryder Elementary School SRTS programs. Adoption of this resolution will attest to the City's commitment to partnering with the Crim Foundation and Flint Community Schools.

Financial Implications:

None

Pre-encumbered?: Yes ___ No: X NA ___ Requisition:

Account No.

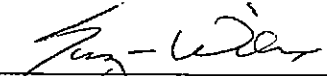
Accounting Coordinator Signature: N/A

Other implications (i.e. collective bargaining):

No other implications are known at this time.

Staff Recommendation: Recommend Approval

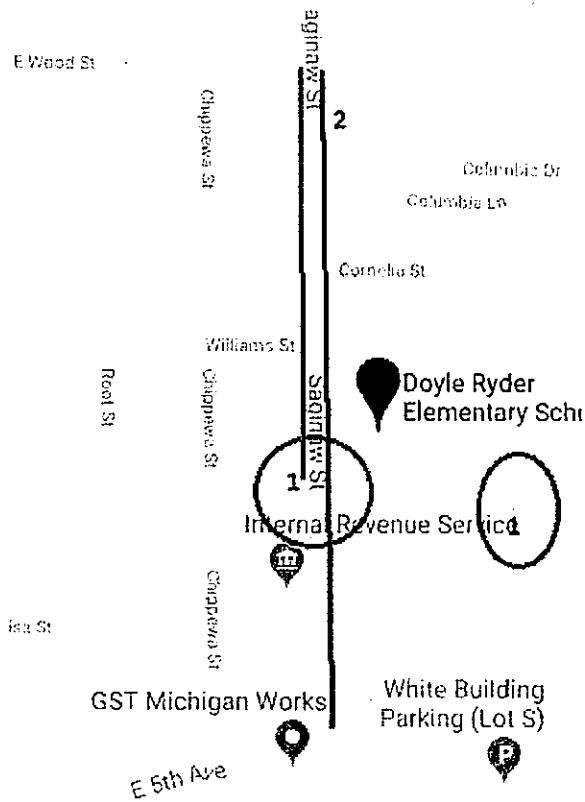
Approval:



Suzanne Wilcox
Planning and Development Director

Proposed Safe Routes to School Infrastructure Improvements
Doyle Ryder Elementary School 1040 Saginaw St, Flint, MI 48503

Priority 1. Restripe crosswalks leading to campus. Replace "School Zone" signage where necessary.

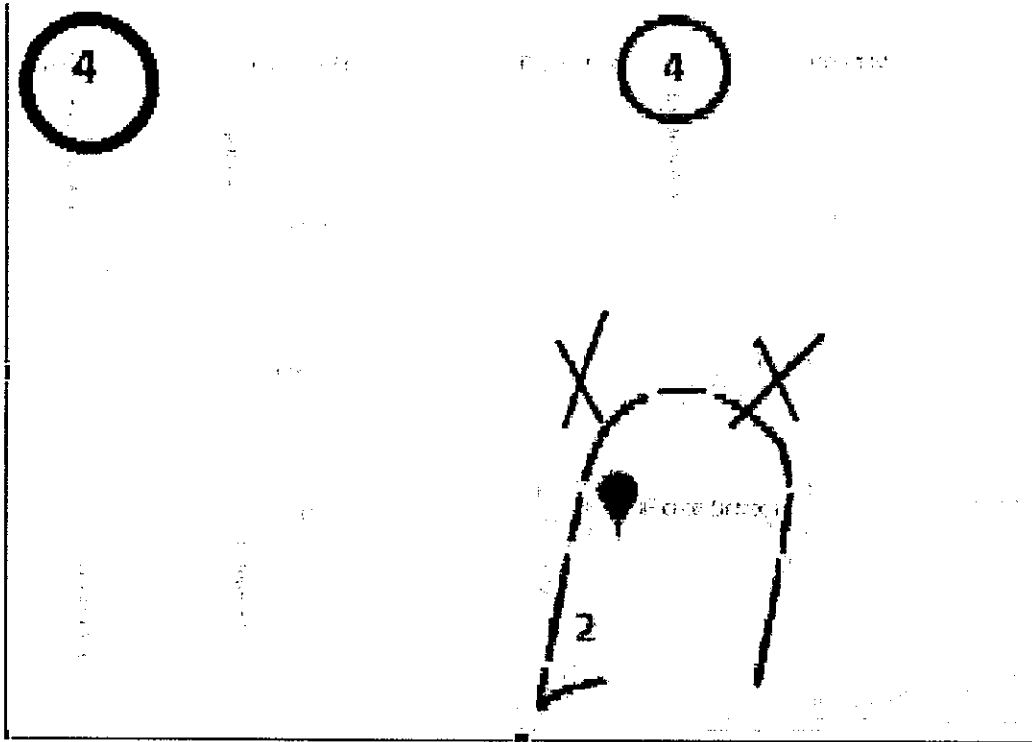


Priority 2. Replace/Repair/update sidewalks on both sides of Saginaw Street from Dukette Blvd to Wood Street, and on East side of Saginaw Street from Dukette Blvd to Fifth Ave.

Proposed Safe Routes to School Infrastructure Improvements

Pierce Elementary School 1101 W Vernon Dr, Flint, MI 48503

Priority 1 Cancelled due to unexpected construction/improvement project along Court Street

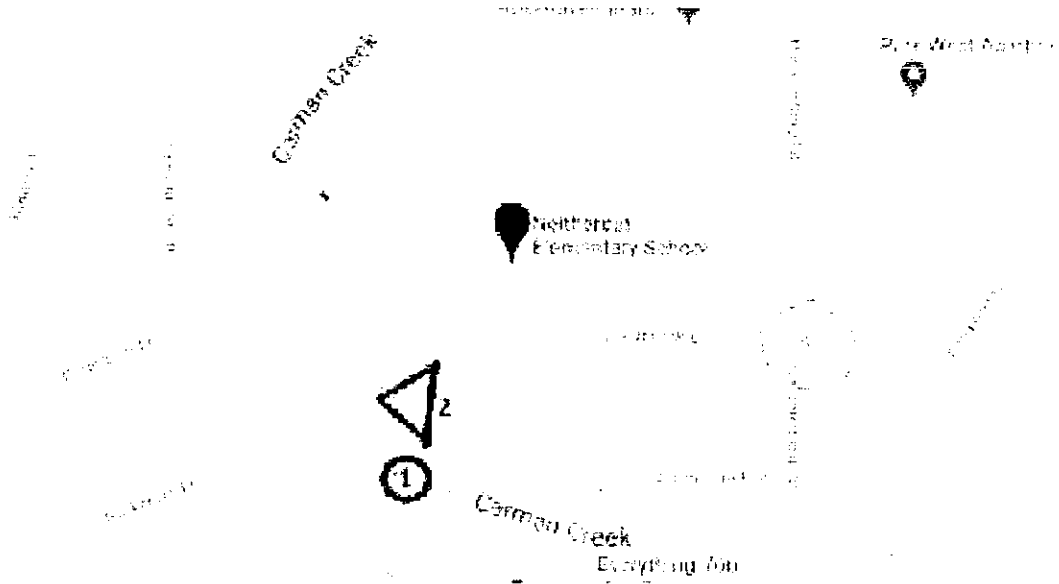


Priority 2: Replace/repair on campus pathing. Remove unnecessary access points onto Vernon Drive (X)

Priority 3 : Update campus adjacent intersections with curb-cuts and replace existing striping.

Priority 4: Update crossings at Court Street and Vernon and crossings at Court Street/Franklin/Commonwealth with curb-cuts and new crosswalk striping (If not planned for completion by City of Flint)

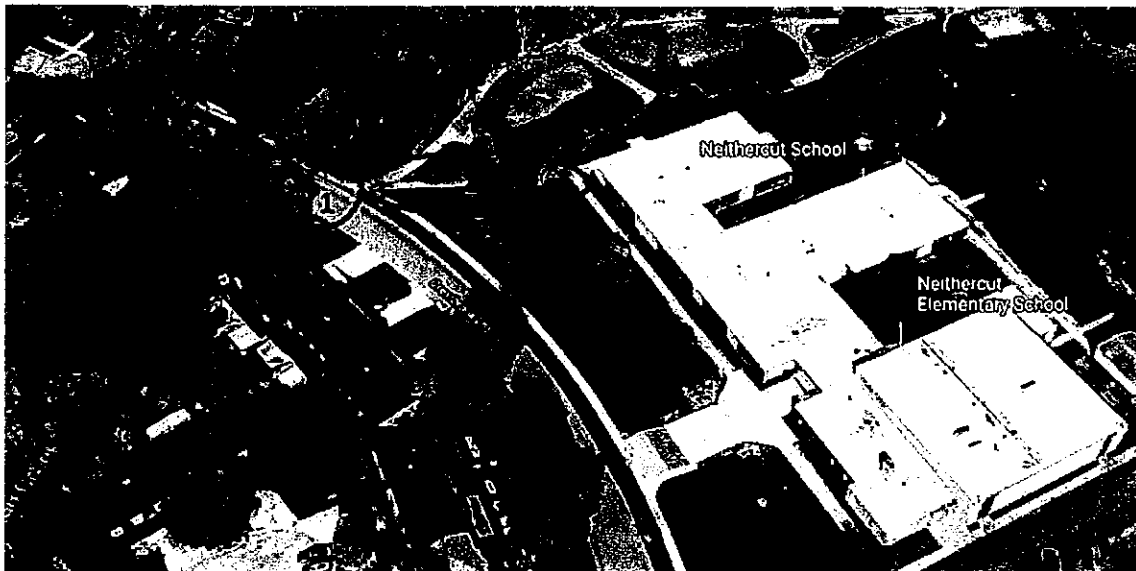
Proposed Safe Routes to School Infrastructure Improvements
Neithercut Elementary School 2010 Crestbrook Ln, Flint, MI 48507



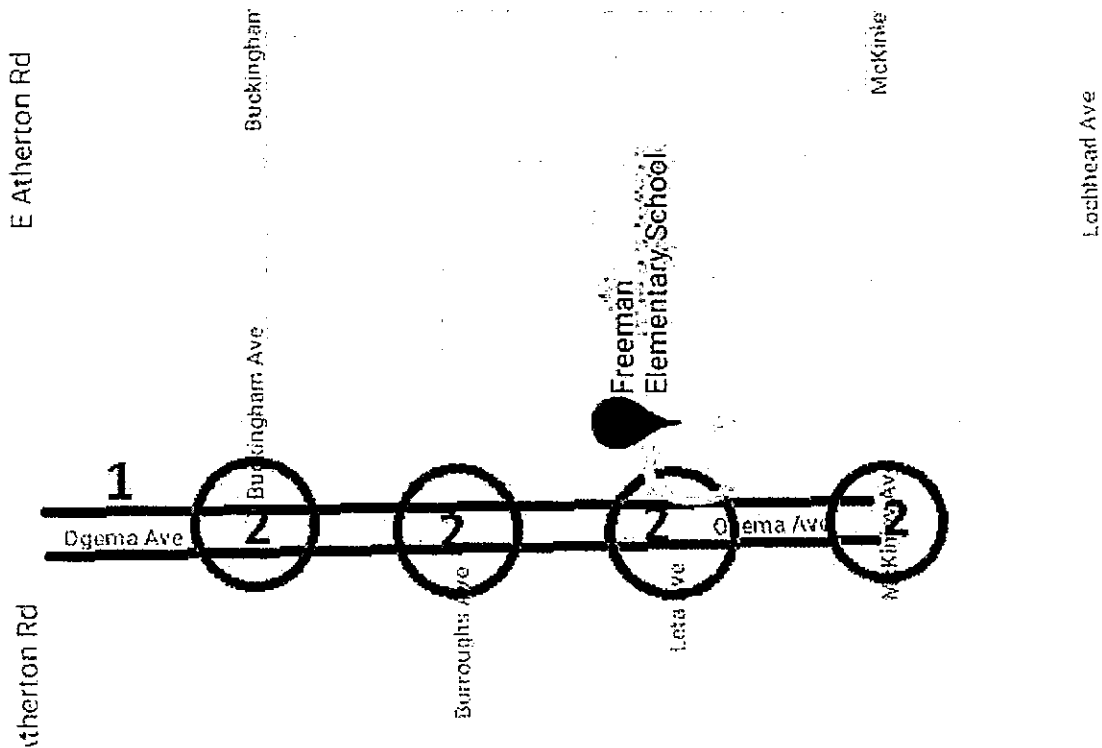
Priority 1. Repair sidewalk on Crestbrook Ln. Bridge over Carman Creek.

Priority 2. Regrade and re-pave on campus pathing from Crestbrook Ln. to front door of school

Priority 3. Update crosswalks at Crestbrook and Hammerberg



Proposed Safe Routes to School Infrastructure Improvements
Freeman Elementary School 4001 Ogema Ave, Flint, MI 48507



Priority 1: Replace/Repair sidewalk on both sides of Ogemaw Ave from Atherton Rd. to McKinley Ave.

Priority 2: Update curb-cuts and restripe crosswalks where needed at the following intersections: Ogemaw and Buckingham Ave, Ogemaw and Burroughs, Ogemaw and Leta, Ogemaw and Mckinley. (Ogemaw and Atherton was left off of this list with the expectation that the city of Flint will be updating that intersection with the upcoming TIGER grant funds)

Priority 3: Update school entrance access pathing by making it ADA compliant.



18-6100

RESOLUTION REVIEW FORM

FROM: Planning & Zoning
Division

DATE June 28, 2018
NO. _____
Law Office Login # _____

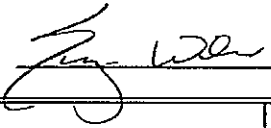
Resolution of support for the Crim Fitness Foundation to submit applications to the Michigan Department of Transportation to request Safe Routes to School Grants for Flint Community Schools (Neithercut Elementary School, Freeman Elementary School, Pierce Elementary School, Doyle-Ryder Elementary School)

RESOLUTION NAME:

Date in: 6/28/2018

1. RESOLUTION REVIEW - PLANNING & DEVELOPMENT

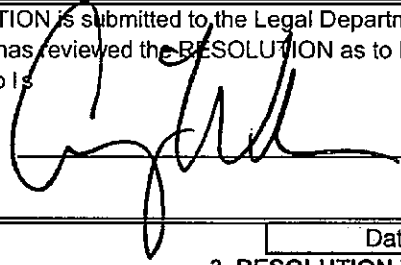
The attached RESOLUTION is approved by the P&D Director. By signing, the Director approves this resolution to be processed for signatures.

By: Suzanne Wilcox  DATE: 6/28/18
Director (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 7-10-18 and by signing
this form approves as to its (Date)

By: Angela Wheeler  DATE: 7-10-18
City Attorney

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: Hughey Newsome Not Applicable DATE: _____
Chief Financial Officer