

City of Flint, Michigan

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



Meeting Agenda - Final

Monday, April 22, 2019

4:30 PM

Committee Room

SPECIAL AFFAIRS COMMITTEE

Monica Galloway, Chairperson, Ward 7

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

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

Inez M. Brown, City Clerk

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

Council shall vote to adopt any amended agenda.

RESOLUTIONS (POSTPONED)

[NOTE: Resolutions No. 180590, 180591, 190011, 190076.1, 190097, 190148 and 190149 were POSTPONED from the April 17, 2019 Committee meetings to this Special Affairs agenda due to the lack of a quorum.]

- 180590** Approval/City of Flint Statement of Policy/Anti-Bullying
- Resolution resolving that the Flint City Council agrees to adopt the Anti-Bullying Policy, as requested by Human Resources.
- 180591** Approval/City of Flint Statement of Policy/Harassment and Discrimination in the Work Place/Complaint Procedure
- Resolution resolving that the Flint City Council agrees to adopt the Harassment and Discrimination in the Work Place Policy, and Complaint Procedure, as requested by Human Resources. [NOTE: Policy last adopted on April 22, 2015.]
- 190011** Approval/City of Flint Statement of Policy/Alcohol & Drug Free Workplace & Testing Policy
- Resolution resolving that the Flint City Council agrees to adopt the Alcohol & Drug Free Workplace & Testing Policy, as requested by Human Resources.
- 190076.1** Approval/Reduction of Lanes/Atherton Road/Dupont Street/From Four to Three Lanes
- Resolution resolving that the proper city officials, upon City Council's approval, are authorized to do all things necessary to reduce the number of lanes on Atherton Road and Dupont Street, from four lanes to three, as requested by Transportation. [NOTE: The lane changes are for Atherton Road from Van Slyke Road to Dort Highway, and for Dupont Street from University Avenue to Flushing Road, and from Pasadena Avenue to West Bishop Avenue.]
- 190097** Set Hearing Date/Submission/Section 108 Loan Application/U.S. Department of Housing & Urban Development (HUD)/Fresh Start Hutchinson Neighborhood Grocery Store
- Resolution resolving that a public hearing to consider submission of a \$2.6 million Section 108 Loan Application for partial funding of the Fresh Start Hutchinson Neighborhood Grocery Store will be held on the 25th of March, 2019, at 5:30 p.m. in City Council Chambers, 3rd Floor, City Hall, Flint, and that notice of such hearing be published in an official paper of general circulation

not less than ten (10) days prior to said hearing, as requested by Community and Economic Development.

190148 Public Hearing/Industrial Facilities Exemption Certificate/Genesee Packaging, Inc./1101 N. Center Road/Zone 2

Resolution resolving that a public hearing to consider an Industrial Facilities Exemption Certificate (Public Act 198 of 1974, as amended) for Genesee Packaging, Inc., shall be held on May 13, 2019, at 5:30 p.m. in City Council Chambers, Flint City Hall, 1101 South Saginaw Street, Flint, and the City Clerk shall cause notice of such hearing to be published in an official paper of general circulation not less than ten (10) days prior to said hearing, AND, resolving that at said hearing, the above referred to and any other interested parties shall have the opportunity to be heard relative to said application. [NOTE: According to the Staff Review, Genesee Packaging, Inc. (GPI) proposes to move its Dort Highway operations and a portion of its North Street operations to occupy space at the facility, located on 78 acres at 1101 North Center Road, a building formerly housing Delphi East operations. While the entire facility is 550,000 square feet, GPI has leased 290,267 square feet of the building for office use, warehousing, distribution and its packaging operations. The interior of the space will be fully restored at a cost of approximately \$9.7 million.]

190149 Public Hearing/Industrial Facilities Exemption Certificate/Genesee Packaging, Inc./1101 N. Center Road/Zones 3 & 4

Resolution resolving that a public hearing to consider an Industrial Facilities Exemption Certificate (Public Act 198 of 1974, as amended) for Genesee Packaging, Inc., shall be held on May 13, 2019, at 5:30 p.m. in City Council Chambers, Flint City Hall, 1101 South Saginaw Street, Flint, and the City Clerk shall cause notice of such hearing to be published in an official paper of general circulation not less than ten (10) days prior to said hearing, AND, resolving that at said hearing, the above referred to and any other interested parties shall have the opportunity to be heard relative to said application. [NOTE: According to the Staff Review, Genesee Packaging, Inc. (GPI) proposes to move its Dort Highway operations and a portion of its North Street operations to occupy space at the facility, located on 78 acres at 1101 North Center Road, a building formerly housing Delphi East operations. While the entire facility is 550,000 square feet, GPI has leased 290,267 square feet of the building for office use, warehousing, distribution and its packaging operations. The interior of the space will be fully restored at a cost of approximately \$9.7 million.]

RESOLUTIONS

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

Resolution resolving that the appropriate city officials are to do all things necessary to enter into the an agreement with Genesee County for operation of the Flint Holding Facility. [NOTE: The City of Flint Police Department includes a 110-person holding facility with the ability to hold detainees for up to

72 hours. The Genesee County Sheriff currently operates the holding facility. The city and the sheriff have agreed to the terms of a contract for the sheriff to continue operating the facility for a contract price NOT-TO-EXCEED \$2,608,152.00. The agreement is contingent on the city receiving funding from the State of Michigan to pay the full costs of the contract and the sheriff receiving a continued waiver from the Michigan Department of Corrections.] [NOTE: According to the Staff Review Form, the contract is for 12 months beginning October 1, 2018 and ending November 30, 2019.]

190158 Settlement/David Howard, U.S. Bankruptcy Court No. 18-32956

Resolution resolving that the City Administrator authorizes settlement in the matter of David Howard, U.S. Bankruptcy Court No. 18-32956, in the amount of \$1,000.00, in satisfaction of any and all claims arising out of said matter, with payment drawn from appropriated funds in the Litigation and Suits Line Item No. 677-266.200-956.300. [NOTE: An Executive Session was requested on this matter on March 25, 2019.]

APPOINTMENTS

ORDINANCES

190159 Amendment/Ordinance/Chapter 35 (Personnel)/Article VI (Personnel Code)/Section 35-112.14 (Adoption - Job Description and Qualifications - Ombudsperson)

An ordinance to amend the Flint City Code of Ordinances by amending Chapter 35 (Personnel), Article VI (Personnel Code) to add Section 35-112.14 (Adoption - Job Description and Qualifications - Ombudsperson).

DISCUSSION ITEMS

ADDITIONAL COUNCIL DISCUSSION

ADJOURNMENT

180590

RESOLUTION NO.: _____

PRESENTED: 11-20-18

ADOPTED: _____

RESOLUTION TO ADOPT THE ANTI-BULLYING POLICY

BY THE MAYOR:

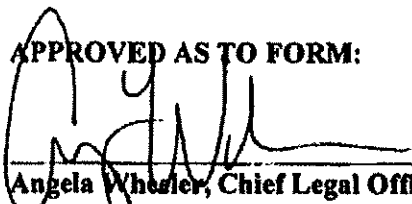
WHEREAS, The City of Flint intends to protect the rights of public servants and employees by adopting policies and procedures regarding bullying.

WHEREAS, The City has prepared an Anti-Bullying Policy. The policy is attached.

WHEREAS, Mayor, Karen W. Weaver recommends adopting the Anti-Bullying Policy.


THEREFORE, BE IT RESOLVED that the Flint City Council agrees to adopt the Anti-Bullying Policy.

APPROVED AS TO FORM:



Angela Wheeler, Chief Legal Officer

FOR THE CITY OF FLINT:



Dr. Karen W. Weaver, Mayor

APPROVED AS TO FINANCE:



Hughey Newsome, Chief Financial Officer

APPROVED BY CITY COUNCIL:

Herbert Winfrey, City Council President

Resolution Routing

TO: Resolution Signatories
FROM: Law Department
SUBJECT: RESOLUTION FOR APPROVAL

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

Date recorded: 11/15/2018 18:04:70

All documents should be reviewed within three working days after receipt by your office.

Anti-Bullying Policy

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

Review and Approval:	IN	OUT	<u>Approval</u>
1. City Attorney (Form Only):		11/15/2018	
2. Finance		11/15/2018	
3. City Administrator			

Please call Jennifer at ex. 2082



City of Flint

Policy: Anti-Bullying Policy	Original Date:
Issued by the City of Flint Legal Department and the Human Resources & Labor Relations Department	Revision Date:

Disclaimer: No statements in this policy are intended or set forth as contractual commitments or obligations of the City to any individual employee or group of employees or to establish an exception to the employment-at-will doctrine beyond that specified in contracts or pertinent collective bargaining agreements. If there are differences between the various collective bargaining agreements and this policy, the pertinent collective bargaining agreement takes precedence.

INTRODUCTION

The following is the City of Flint's policy prohibiting bullying of City public servants¹, employees or job applicants. The Complaint/Report Procedure described in this policy should be utilized to report bullying. The City will take appropriate action to prevent bullying and will protect the rights of public servants and employees who file complaints.

PURPOSE

The City of Flint ("City") considers workplace bullying unacceptable and will not tolerate it under any circumstances. This policy shall apply to all public servants, employees, contractors, interns, externs, and volunteers. Any employee found in violation of this policy will be disciplined, up to and including discharge.

A. Work Place Bullying Defined

The City defines bullying as persistent, malicious, unwelcome, severe and pervasive mistreatment that harms, intimidates, offends, degrades or humiliates an employee, whether verbal, physical or otherwise, at the place of work and/or in the course of employment.

The City promotes a healthy workplace culture where all employees are able to work in an environment free of bullying behavior.

The City encourages all public servants and employees to report any instance of bullying behavior. Any reports of this type will be treated seriously, investigated promptly and impartially. The complaint and procedure policy will be followed as found in this policy.

B. Work Place Bullying Behavior

The City considers the following types of behavior as workplace bullying. Please note, this list is not meant to be exhaustive and is only offered by way of example:

1. Exclusion or social isolation;
2. Excessive monitoring or micro-managing;
3. Personal attacks (angry outbursts, excessive profanity, or name-calling);
4. Encouragement of others to turn against the targeted employee;
5. Sabotage of a co-worker's work product or undermining of an employee's work performance;
6. Stalking;

¹ Public Servants: All persons employed or otherwise engaged by the Corporation of the City of Flint to conduct business on its behalf including but not limited to elected officials, appointed employees, members of boards and commissions, classified employees, contractual employees, and volunteers. Flint City Charter §1-405

7. Unwelcome touching or uncontested-to touching;
8. Invasion of another's person's personal space;
9. Unreasonable interference with an employee's ability to do his or her work (i.e., overloading of emails);
10. Repeated infliction of verbal abuse, such as the use of derogatory remarks, insults and epithets; and
11. Conduct a reasonable person would find hostile, offensive, and unrelated to the employer's legitimate business interests

C. Complaint/Report Procedure

The following procedure shall be utilized by the City public servants and employees for the processing of complaints relating to bullying in the work place. This procedure shall apply only to those complaints directed against a person who at the time of the filing of the complaint is a City of Flint employee or public servant. The procedure may be utilized with regard to complaints covering administrators, supervisory personnel and co-employees. While the procedure itself is not directly applicable to complaints involving non-employees of the City of Flint, any bullying from such individuals in the City of Flint work place should be brought to the attention of the employee's supervisor and/or the Human Resources Director.

1. City of Flint Fact Finding Procedure

- i. An employee, regardless of position, who feels he or she is being or has been subjected to bullying is expected to notify the Human Resources Director or his/her supervisor (or a higher level supervisor if the immediate supervisor is the offending party) immediately by issuing their complaint in writing or verbally. All complaints will be forwarded to the Human Resources Director is the offending party. If the Human Resources Director is believed to have violated the City's Anti-Bullying Policy, the employee should immediately file a written or verbal complaint with the City Attorney.
- ii. The written complaint must provide the following:
 - a. The dates and times the instances of bullying have occurred;
 - b. The identity of the perpetrators;
 - c. Any known witnesses;
 - d. The nature of the conduct amounting to bullying; and
 - e. A request for an investigation.
- iii. If a verbal complaint is made then the person who took the complaint must reduce the complaint to writing and provide the requirements listed under Section E(1)(ii)

The Human Resources/Labor Relations Director then assigns an investigator to the complaint. Information received during the complaint process will be treated as confidentially as may be permitted under the circumstances, giving due regard to an employee's right to be apprised of and respond to allegations made against him or her.

2. Investigation Process

- i. During the investigation a statement of public servants and/or employees or others with any possible knowledge of the situation are obtained through interviews. The statement may be reduced to writing for signature by the maker of the statement recorded or transcribed at the discretion of the investigator.
- ii. The complainant and the accused employee may be accompanied at the time of the statement by his or her union steward. Other persons may not be allowed at the time the statement is made.
- iii. Any physical and/or documentary evidence is collected or secured.
- iv. Upon completion of the investigation, a summary report of the findings and the investigator's recommendation is prepared and submitted to the Human Resources Director.
- v. The Human Resources Director in consultation with the City Administrator will issue the final determination as to whether the City's Anti-Bullying Policy has been violated.
- vi. If it is found the Policy has been violated, the Human Resources and Labor Relations Director in consultation with the City Administrator will determine what amount of disciplinary action is appropriate, and initiate implementation of discipline.

Although confidentiality will be maintained to the extent practicable throughout the investigation process, notification to the accused may occur at any step of this investigation process.

At any stage in the process an investigation may be discontinued or held in abeyance due to conflicting or insufficient evidence, improper motivation or lack of jurisdiction as determined by the investigator. The Human Resources Director, in consultation with the City Administrator, shall have final authority to determine whether an investigation proceeds or is discontinued. If the Human Resources Director is the subject of such investigation, final authority shall rest with the City Attorney.

3. Unsubstantiated Complaints

- i. If, as a result of the investigation, it is determined no violation of the policy has occurred, or there is insufficient information from which to make a determination whether a violation has occurred: The complaint and alleged bully shall be notified of the finding and the reason(s) therefore.**

D. False Allegations

- i. If after an investigation the City of Flint finds clear and convincing evidence a complainant knowingly made false complaints, the complainant may be subject to disciplinary action up to and including termination.**

DRAFT

180591

RESOLUTION NO.: _____

PRESENTED: 11-20-18

ADOPTED: _____

**RESOLUTION TO ADOPT HARASSMENT AND DISCRIMINATION IN THE WORK
PLACE POLICY AND COMPLAINT PROCEDURE**

BY THE MAYOR:

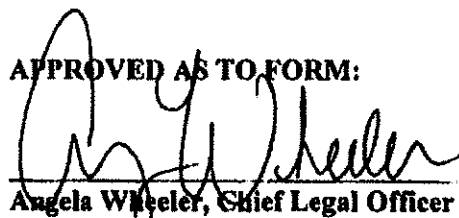
WHEREAS, The City of Flint intends to protect the rights of public servants and employees by adopting policies and procedures regarding discrimination and harassment.

WHEREAS, The City has prepared a Harassment and Discrimination in the Work Place Policy and Complaint Procedure. The policy is attached.

WHEREAS, Mayor, Karen W. Weaver recommends adopting the Harassment and Discrimination in the Work Place Policy and Complaint Procedure.

THEREFORE, BE IT RESOLVED that the Flint City Council agrees to adopt the Harassment and Discrimination in the Work Place Policy and Complaint Procedure.

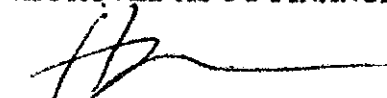
APPROVED AS TO FORM:


Angela Wheeler, Chief Legal Officer

FOR THE CITY OF FLINT:


Dr. Karen W. Weaver, Mayor

APPROVED AS TO FINANCE:


Hughey Newsome, Chief Financial Officer

APPROVED BY CITY COUNCIL:

Herbert Winfrey, City Council President

Resolution Routing

TO: Resolution Signatories
FROM: Law Department
SUBJECT: RESOLUTION FOR APPROVAL

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

Date recorded: 11/15/2018

18-6469

All documents should be reviewed within three working days after receipt by your office.

Harassment and Discrimination Policy

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

Review and Approval:	IN	OUT	<u>Approval</u>
1. City Attorney (Form Only):		11/15/2018	
2. Finance		11/15/2018	
3. City Administrator			

Please call Jennifer at ex. 2082



City of Flint

Policy: Harassment and Discrimination in the Work Place Policy and Complaint Procedure	Original Date:
Issued by the City of Flint Legal Department and the Human Resources & Labor Relations Department	Revision Date:

Disclaimer: No statements in this policy are intended or set forth as contractual commitments or obligations of the City to any individual employee or group of employees or to establish an exception to the employment-at-will doctrine beyond that specified in contracts or pertinent collective bargaining agreements. If there are differences between the various collective bargaining agreements and this policy, the pertinent collective bargaining agreement takes precedence.

INTRODUCTION

The following is the City of Flint's policy prohibiting discrimination and harassment of City public servants¹, employees or job applicants on any basis protected by federal, state or local law. The Complaint/Report Procedure described in this policy should be utilized to report discrimination and harassment. The City will take appropriate action to prevent discrimination and harassment and will protect the rights of public servants and employees who file complaints.

PURPOSE

Because the City of Flint ("the City") is an equal opportunity employer, it is the policy of the City that public servants, officials, employees and applicants shall receive consideration and treatment consistent with all equal employment opportunity laws in all terms and all conditions of work. This includes a workplace free of discriminatory and harassing conduct as those terms are defined. The City does not discriminate against anyone on the basis of race, color, religion, ancestry, national origin, place of birth, sex, sexual orientation, gender identity, gender expression, familial status, age, or non-disqualifying physical or mental disability, or any basis protected by federal, state, or local law.

The City strives to provide a work environment which promotes respect and in which each employee has the opportunity to develop to his or her full potential. Discrimination and harassment are strictly prohibited, not only because they violate the law, but also because they are contrary to the City's interest in attracting, retaining and promoting the most talented, effective and dedicated employees.

The City has an Internal Complaint/Report Procedure to address and resolve complaints of discrimination and harassment. The City will take appropriate action to prevent discrimination and harassment and to protect the rights of public servants who file complaints.

A. Discrimination is Prohibited

¹ Public Servants: All persons employed or otherwise engaged by the Corporation of the City of Flint to conduct business on its behalf including but not limited to elected officials, appointed employees, members of boards and commissions, classified employees, contractual employees, and volunteers. Flint City Charter §1-405

The City requires all applicants, public servants, and employees be treated as individuals, on the basis of their own qualifications, skills, abilities, conduct and performance. Discrimination on account of any status protected by law, including but not limited to those identified in the first paragraph above, is prohibited. This Policy applies to all employment practices, including recruitment, hiring, evaluation, promotion, transfer, discipline and termination, as well as to all forms of compensation and benefits.

All personnel working for the City, including public servants, contractors, students, interns, externs and volunteers are required to comply with this Policy, including the Complaint/Report procedure. All personnel must behave in a non-discriminatory and business-like manner in all dealings with co-workers and all non-employees of the City contracted in the course of employment. The Policy also prohibits discrimination and harassment by persons doing business with the City, including vendors.

B. Harassment is Prohibited

Additionally, this Policy prohibits harassment, both in the workplace and in other work-related activities, such as business trips and business-related meetings and social events. No employee should have to tolerate harassment of the type described in this Policy and the City takes allegations of harassment seriously. The City will promptly investigate all reports and complaints of prohibited harassment. If it is determined inappropriate conduct has occurred, the City will take corrective and remedial action appropriate to the situation. If any public servant or employee engages in harassment prohibited by this Policy, they will be subject to disciplinary action, up to and including discharge.

C. Sexual Harassment is Prohibited

Sexual harassment in the workplace or in other work-related settings is illegal and is prohibited by this Policy. Sexual harassment is typically defined as unwelcome sexual advances, unwelcome requests for sexual favors, or other unwelcome verbal or physical conduct of a sexual nature, when:

- Submission to that conduct is made explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of that conduct is used as a basis for employment decisions; or
- The conduct has the effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

For the purpose of this Policy "unwelcome" means "unwanted." An employee should never assume any such conduct is welcomed by others.

Under the definition given above, sexual harassment includes a direct or implied request by a supervisor for sexual favors in exchange for favorable job action (such as a favorable review, a salary increase or promotion) or in exchange for avoiding unfavorable job action (such as demotion, discipline or discharge). Any such requests are strictly prohibited and will result in disciplinary action or discharge. If any supervisor or manager makes any such direct or implied request, it must be reported as described in the policy. The City will take actions appropriate to fully investigate allegations of harassment.

The legal definition of sexual harassment also includes other types of conduct. While it is not possible to describe all circumstances which may constitute sexual harassment, the following are examples of conduct which, if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances, including the severity and pervasiveness of the conduct:

- Sexual advances and propositions, with or without physical contact;
- Making or threatening reprisal for a negative response to sexual advances;
- Sexual epithets and jokes and written or oral remarks about a person's sex life, body or sexual activities, sexual deficiencies or prowess;
- Displaying or circulating obscene or sexually suggestive objects, pictures, cartoons, internet materials or screen-savers;
- Gossip or questions about someone's sexual experiences, gender identification, or orientation or talking about sexual experiences;
- Assaults, pinching, hugging, kissing or touching of an offensive or sexual nature or rubbing up against the body or impeding or blocking movement;
- Leering, wolf whistles, catcalls, sexual slurs or gestures, or sexually suggestive, insulting or degrading comments;
- Sexually suggestive or obscene letters, notes, e-mails or invitations; and
- Repeated flirtation, requests for dates and the like by anyone to someone who has indicated such attentions are not welcome.

Whether such conduct is deemed to be illegal or not, unwelcome and offensive conduct of these types by any individual toward anyone is prohibited by this policy. Anyone found to be in violation of this policy is subject to disciplinary action up to and including termination and any other penalties recognized by Federal, State and Local law.

D. Other Types of Harassment are Prohibited

Not all harassment is sexual. This Policy also prohibits verbal or physical harassment of any person because of his or her race, color, religion, ancestry, national origin, place of birth, sex, sexual orientation, gender identity, gender expression, familial status, age, disability, height, weight, marital status, or protected status or exercise of legal rights, including the right to report violations of this Policy, where such conduct is unwelcome and has the effect

of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment. Whether any such conduct is deemed to be illegal or not, conduct such as that described below is prohibited:

- Epithets, slurs, ridicule, insults, or threatening, intimidating or hostile acts, including those that purport to be "jokes" or "pranks," made to or about someone because of his or her membership in a protected class or exercise of legal rights;
- Stereotyping or offensive comments, cartoons, pictures or objects that denigrate or insult members of a protected class or those who exercise legal rights; and
- Demeaning, hostile or derogatory remarks directed at someone because of his or her protected class status or exercise of legal rights.

These are just some examples of conduct which may constitute harassment, depending upon the totality of circumstances, including the severity and pervasiveness of the conduct.

E. Complaint/Report Procedure

The following procedure shall be utilized by the City public servants and employees for the processing of complaints relating to discrimination and harassment. This procedure shall apply only to those complaints directed against a person who at the time of the filing of the complaint is a City of Flint employee or public servant. The procedure may be utilized with regard to complaints covering administrators, supervisory personnel and co-employees. While the procedure itself is not directly applicable to complaints involving non-employees of the City of Flint, any discrimination or harassment from such individuals in the City of Flint work place should be brought to the attention of the employee's supervisor and/or the Human Resources Director.

1. City of Flint Fact Finding Procedure

- i. Any employee, regardless of position, who feels he or she is being or has been subjected to illegal discrimination or harassment by another person on the basis of their race, color, sex, religion, ancestry, national origin, place of birth, sex, sexual orientation, gender identity, gender expression, familial status, age, disability height, weight, marital status, is expected to notify the Human Resources Director or his/her supervisor (or a higher level supervisor if the immediate supervisor is the offending party) immediately by issuing their complaint in writing or verbally. All complaints will be forwarded to the Human Resources Director unless the Human Resources Director is the offending party. If the Human Resources Director is believed to have violated the City's No Harassment and Discrimination in the Work Place Policy, the employee should immediately file a written or verbal complaint with the City Attorney.

ii. The written complaint must provide the following:

- a. The dates and times the instances of discrimination or harassment have occurred;
- b. The identity of the perpetrators;
- c. Any known witnesses;
- d. The nature of the conduct amounting to the discrimination or harassment; and
- e. A request for an investigation

iii. If a verbal complaint is made then the person who took the complaint must reduce the complaint to writing and provide the requirements listed under Section E(1)(ii).

The Human Resources/Labor Relations Director then assigns an investigator to the complaint. Information received during the complaint process will be treated as confidentially as may be permitted under the circumstances, giving due regard to an employee's right to be apprised of and respond to allegations made against him or her.

2. Investigation Process

i. During the investigation a statement of public servants and/or employees or others with any possible knowledge of the situation are obtained through interviews. The statement may be reduced to writing for signature by the maker of the statement recorded or transcribed at the discretion of the investigator.

ii. The complainant and the accused employee may be accompanied at the time of the statement by his or her union steward. Other persons may not be allowed at the time the statement is made.

iii. Any physical and/or documentary evidence is collected or secured.

iv. Upon completion of the investigation, a summary report of the findings and the investigator's recommendation is prepared and submitted to the Human Resources Director.

v. The Human Resources Director in consultation with the City Administrator will issue the final determination as to whether the City's No Harassment and Discrimination in the Work Place Policy has been violated.

- vi. If it is found the Policy has been violated, the Human Resources and Labor Relations Director in consultation with the City Administrator will determine what amount of disciplinary action is appropriate, and initiate implementation of discipline.

Although confidentiality will be maintained to the extent practicable throughout the investigation process, notification to the accused may occur at any step of this investigation process.

At any stage in the process an investigation may be discontinued or held in abeyance due to conflicting or insufficient evidence, improper motivation or lack of jurisdiction as determined by the investigator. The Human Resources Director, in consultation with the City Administrator, shall have final authority to determine whether an investigation proceeds or is discontinued. If the Human Resources Director is the subject of such investigation, final authority shall rest with the City Attorney.

3. Unsubstantiated Complaints

- i. If, as a result of the investigation, it is determined no violation of the policy has occurred, or there is insufficient information from which to make a determination whether a violation has occurred: The complainant and alleged harasser shall be notified of the finding and the reason(s) therefor.

F. Federal, State and Local Laws

Federal, state and local laws prohibit illegal discrimination, harassment and retaliation. It is the policy of the City to comply with all state and federal laws which prohibit illegal harassment and discrimination in the workplace, including the Elliott-Larsen Civil Rights Act and Title VII of the 1964 Civil Rights Act.

G. False allegations

If after an investigation the City of Flint finds clear and convincing evidence a complainant knowingly made false complaints, the complainant may be subject to disciplinary action up to and including termination.

RESOLUTION NO. 190011

(Resolution to Adopt the Alcohol & Drug Free Workplace and Testing Policy) is being prepared by the Administration for the 2/20/2019 Legislative Committee agenda. Policy attached.

CITY OF FLINT

ALCOHOL & DRUG FREE WORKPLACE AND TESTING POLICY

1. PURPOSE

The City of Flint recognizes the importance of a drug and alcohol free workplace. The abuse of drugs, alcohol or other chemical substances by an employee endangers the safety of the public, the employee, and other City employees. The City recognizes it is in its best interest, as well as the best interest of its employees and the public, to prevent and eliminate drug, alcohol and/or substance abuse in the work place. Any employee found using, possessing, selling, distributing or being under the influence of an illegal chemical substance and/or alcohol during working hours, while on City property, or while using City equipment will be subject to discipline up to and including termination of employment.

2. APPLICATION

This policy applies to all employees as well as all applicants for employment once they have received a conditional offer of employment.

Nothing in this policy shall conflict with the Collective Bargaining Agreements of any employees. If a provision of this policy conflicts, the Collective Bargaining Agreement prevails.

Because of Federal law requirements, any employee who is convicted of manufacturing, distributing, dispensing, possessing, or use of controlled substances in the workplace must report that fact within five days of the conviction to the Director of Human Resources and Labor Relations. If your job relates to, or is funded by a Federal grant or contract, the City is required to notify the Federal Government of your conviction within ten (10) days.

3. APPLICANT PRE-EMPLOYMENT TESTING

All applicants will undergo drug and/or alcohol testing following a conditional offer of employment, but prior to final hiring and assignment. Refusal to undergo a test, or a positive test, will result in the City withdrawing its conditional offer of employment. In addition, adulteration of a specimen or a drug or alcohol test will be considered as a refusal to undergo a test.

4. FOR CAUSE TESTING

Drug and/or alcohol testing may be conducted on any employee at any time the City has reasonable suspicion there is cause to believe an employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances:

- a. Observation of drugs or alcohol on or about the employee's person or in the employee's vicinity;
- b. Observation of conduct on the part of the employee that suggests that the employee is impaired or is under the influence of drugs or alcohol;

- c. Receipt of a report of drug or alcohol use by an employee while at work;
- d. Information that an employee has tampered with drug or alcohol testing at any time;
- e. Negative job performance patterns by the employee; or
- f. Excessive or unexplained absenteeism or tardiness.

The supervisor will verbally inform the employee of the reason for the test. Additionally, a written record of the situation leading to the drug or alcohol test will be created and signed by the supervisor(s) within 24 hours of the event. A copy of the report will be forwarded to the Human Resources and Labor Relations Department.

5. POST-ACCIDENT TESTING

Post-Accident drug and or alcohol testing may be conducted on an employee where there has been damage to City property or equipment while the employee was at work or the employee or another person has sustained an injury while at work. The post-accident test will be administered while the employee is still on duty or as close as possible. No employee required to take a post-accident alcohol or drug test may use any alcohol or drugs of any kind following the accident until the employee undergoes the post-accident testing.

6. RANDOM TESTING

The City of Flint will randomly test employees for compliance with its drug-free workplace policy. As used in this policy, "random testing," means a method of selection of employees for testing, performed by an outside third party. The selection will result in an equal probability that any employee from a group of employees will be tested. Furthermore, the City of Flint has no discretion to waive the selection of an employee selected by this random selection method.

The City may, at various times, randomly select members of the following employment groups, at its discretion, for unannounced random testing for drugs or alcohol:

- a. Police officers
- b. Firefighters
- c. Safety-Sensitive Employees: Persons engaged in activities that directly affect the safety of the public.
- d. Employees whose work requires possession of a CDL.

7. SCHEDULED PERIODIC TESTING

The City of Flint reserves the right to conduct periodic testing on a regularly scheduled basis for employees in designated departments, classifications or workgroups.

8. RETURN TO DUTY TESTING

When an employee has a confirmed positive test result, or has been sent to a drug dependency program at the request of the City of Flint as a condition of continued

employment, the employee will be required to be tested at least six (6) times in the first twelve (12) months following the employee's return to active duty. Return to Duty tests must be conducted under direct supervision.

9. SUBSTANCES COVERED BY DRUG AND ALCOHOL TESTING

Employees will be tested for their use of commonly abused controlled substances, which include amphetamines, barbiturates, benzodiazepines, opiates, cannabinoids*, cocaine, methadone, methaqualone, phencyclidine (PCP), propoxyphene and chemical derivatives of these substances.

Employees must advise testing lab employees of all prescription drugs taken in the past month before the test and be prepared to show proof of such prescriptions to testing lab personnel.

** Despite Michigan law, marijuana for medical or recreational use is a Drug Enforcement Administration listed Schedule I controlled substance and therefore is prohibited.*

10. MARIJUANA USE PROHIBITED

The State of Michigan has enacted legislation allowing for the recreational and medical use of marijuana. Despite Michigan law, marijuana for medical or recreational use is a Drug Enforcement Administration listed Schedule I controlled substance. Therefore, the marijuana use remains prohibited when engaged in activities governed by Federal law specifically, the U.S. Department of Transportation (DOT) Drug and alcohol testing regulations.

The City of Flint, as an employer, is required to ensure the safety and protection of the citizens served by its employees. Therefore, the enactment of the Medical Marijuana Act (MMA) and recreational marijuana usage legislation does not override existing policies concerning the following:

- The City of Flint Alcohol & Controlled Substance Testing Policies and Procedures for Employers with Commercial Driver's License (CDL) or City policies affiliated with DOT Federal Transit Administration Regulations;
- Negligent entrustment of City vehicles;
- Driving while impaired or yielding positive test results post-accident, including the operation of City vehicles or a private vehicle while conducting City business;
- Any employee engaged in conduct or action prohibited by the MMA;
- Smoking marijuana in public;
- Possession of marijuana at schools or correctional facilities;
- Operating a vehicle under the influence of marijuana;
- Selling marijuana during hours of employment, at any City work site and/or on City property;
- Being in possession of marijuana while on City premises or on duty; and
- Working while under the influence of marijuana.

11. TESTING METHODS AND PROCEDURES

All testing will be conducted by a licensed independent medical laboratory, which will follow testing standards established by the state or federal government. Testing will be conducted on a urine sample provided by the employee to the testing laboratory under procedures established by the laboratory to ensure privacy of the employee, while protecting against tampering/alteration of the test results.

Employees will be considered to be engaged at work for the time spent in taking any tests and will be compensated for such time at their regular rate.

The City of Flint will pay for the cost of the testing, including the confirmation of any positive test result by gas chromatography. The testing lab will retain samples in accordance with state law, so an employee may request a retest of the sample at his or her own expense if the employee disagrees with the test result.

12. REFUSAL TO UNDERGO TESTING

Employees who refuse to submit to a test are subject to disciplinary action, up to and including immediate discharge.

13. POSITIVE TEST

If an employee tests positive on an initial screening test, the employee will be temporarily suspended while the confirmation test is being conducted. On receipt of the confirmation test, the employee will be subject to disciplinary action, up to and including discharge. Discipline selected by the City of Flint will depend on a variety of factors, including, but not limited to, the prior work record of the employee, the length of prior employment, the prior accident and attendance record of the employee, the circumstances that led to the testing, and the proposals by the employee to address the problem.

14. RIGHT TO EXPLAIN TEST RESULTS

All employees and applicants have the right to meet with the testing laboratory personnel, and with the City of Flint, to explain their test results. These discussions should be considered confidential, except information disclosed in such tests will be communicated to personnel within the City of Flint Human Resources and Labor Relations department or within the lab who need to know such information to make proper decisions regarding the test results or regarding the employment of the individual.

15. RIGHT TO REVIEW RECORDS

Employees have a right to obtain copies of all test results from the testing laboratory, or from the City of Flint. When an employee disagrees with the test results, the individual may request the testing laboratory repeat the test. Such repeat testing will be at the expense of the individual, unless the repeat test overturns the original report of the lab, in which case the City of Flint will reimburse the employee for the costs incurred for the retest.

16. CONFIDENTIALITY REQUIREMENTS

All records concerning test results will be kept in medical files that are maintained separately from the personnel file of the employee.

Testing laboratories may conduct testing only for substances included on the disclosure list provided to the individual, and may not conduct general testing related to the medical conditions of the individual that are unrelated to drug use.

17. RETESTING

Employees may request a retest of their positive test results within five (5) working days after notification by the City of Flint of such positive test result. This retest is at the expense of the individual, unless the original test result is called into question by the retest.

Where the employee or applicant believes the positive test result was affected by taking lawful or prescribed substances, the individual may be suspended without pay pending receipt of confirming information to substantiate the claims of the individual. Normally, the individual will be provided no more than five (5) business days in which to provide this additional information.

Once City of Flint has determined whether there is evidence to indicate the test results are incorrect, the City of Flint will advise the individual of its decision.

18. TREATMENT, TERMINATION AND REHIRE

Employees who test positive for any drug(s) listed on the disclosure list have two (2) choices. One, the employee may agree to enter an authorized treatment program approved by the City of Flint, and agree to subsequent retesting for a period of two (2) years after returning from treatment. Or two, the employee will be terminated immediately and will not be considered for rehire until he or she can show he or she has remained drug-free for a period of two years or more.

19. RESPONSIBILITIES OF INDIVIDUALS

In order to comply with the provisions of this policy, each employee assumes the following responsibilities:

- a. *Working under the Influence of Performance Impairing Medication:* Employees who have been prescribed legal medications that might affect the safe performance of their duties are required to notify their supervisors prior to performing any hazardous or dangerous tasks.
- b. *Reporting to Work or Working While Impaired:* Employees may not report to work and may not continue to work while impaired by any restricted substance identified in this policy.
- c. *Reporting Violations:* The services provided by certain employees are performed, at times, under hazardous and dangerous conditions. Thus,

employees are encouraged to come forward and report any violation of this policy to management. This information may be instrumental in the prevention of serious accidents and injuries on the job.

Any questions concerning this policy, its interpretation or application should be directed to the Human Resources and Labor Relations Department.

Policy Enacted: 2004

Policy Revision: November 20, 2006

Policy Revision: December 4, 2018

190076.1

SUBMISSION NO.: _____

PRESENTED: 3-21-19

ADOPTED: _____

**RESOLUTION RECOMMENDING A LANE REDUCTION ON BOTH ATHERTON ROAD AND
DUPONT STREET FROM FOUR LANES TO THREE**

BY THE MAYOR:

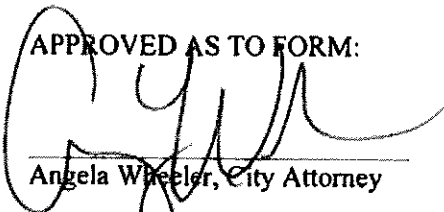
Whereas, due notice has been given to all persons interested as to the time and place of a hearing in respect to the proposed action of this body to reduce the number of lanes on Atherton Road (from Van Slyke to Dort Highway) and Dupont Street (from Pasadena Avenue to West Bishop Avenue) from four lanes to three; and

A public hearing was held on _____.

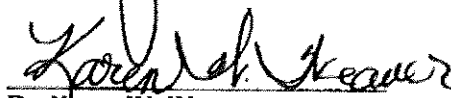
Pursuant to the requirements of Section 42-25 of the Flint City Code, a public hearing has been held so that members of the Flint City Council could meet and hear objections to the proposed reduction of lanes of the above-described street; and

IT IS RESOLVED, that the lanes on Atherton Road and on Dupont Street be reduced from four lanes to three.

APPROVED AS TO FORM:



Angela Wheeler, City Attorney



Dr. Karen W. Weaver
Mayor

190097

Resolution No.: _____

Presented: 3-21-19

Adopted: _____

**Resolution Setting Hearing Date to Consider Submission of a
\$2.6M Section 108 Loan Application to the U. S. Department of
Housing and Urban Development for the Fresh Start Hutchinson
Neighborhood Grocery Store**

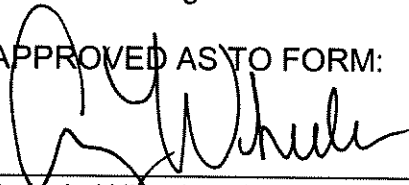
By the Mayor:

The owners of property located at 2125 N. Saginaw Street have submitted a Section 108 application to the City of Flint for a third party loan in the amount of \$2.6M to partially fund the construction of the Fresh Start Hutchinson Neighborhood Grocery Store to be located at the site.

Before submitting the application to the U.S. Department of Housing and Urban Development for final approval, the *Citizens' Participation Plan*, which describes the means by which the City of Flint will provide for citizens' participation in community and housing development programs, requires that a public hearing be held to allow citizens of the City of Flint the opportunity to be heard thereon.

IT IS RESOLVED, that such a hearing to consider submission of a \$2.6M Section 108 Loan Application for partial funding of the Fresh Start Hutchinson Neighborhood Grocery Store be held on the 25th of March, 2019 at 5:30 p.m. in the City Council Chamber of Flint City Hall, 1101 S. Saginaw Street, Flint, Michigan, and the notice of such hearing be published in an official paper of general circulation, not less than ten (10) days prior to said hearing.

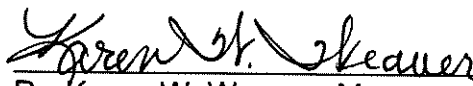
APPROVED AS TO FORM:



Angela Wheeler, Chief Legal Officer

CITY COUNCIL

ADMINISTRATION



Dr. Karen W. Weaver, Mayor

Herbert J. Winfrey, President

RESOLUTION STAFF REVIEW FORM

DATE – March 5, 2019

Agenda Item Title:

- ✓ 1. Resolution Setting Hearing Date to Consider Submission of a \$2.6M Section 108 Loan Application to the U. S. Department of Housing and Urban Development for the Fresh Start Hutchinson Neighborhood Grocery Store
2. Resolution to Approve Submission of a \$2.6M Section 108 Loan Application to the U. S. Department of Housing and Urban Development for the Fresh Start Hutchinson Neighborhood Grocery Store

Prepared By

Department of Planning and Development - Community and Economic Development Division

Background/Summary of Proposed Action:

These resolutions are to 1.) Set a public hearing date on which to allow Flint City residents to comment on the Submission of a Section 108 application to the U.S. Department of Housing and Urban Development, and 2.) Subsequent approval to submit the application.

The Fresh Start CDC and its development team will use sources of funding obtained from the Ruth Mott and Charles Stewart Mott Foundations, a Section 108 Loan from the City of Flint, New Market Tax Credits and brownfield tax increment financing to design and build a 25,000 square foot neighborhood grocery store next to a 6,500 sf historic church located on the northwest corner of Saginaw and Hamilton Streets. Once constructed, the store will be operated by Fresh Start Hutchinson Neighborhood Grocery Store L.L.C. See attached application for more information.

Financial Implications:

Upon final approval by the U.S. Department of Housing and Urban Development's Financial Management Division, the City of Flint will receive \$2.6M in Section 108 guaranteed loan funds. It will then re-lend the funds to Fresh Start CDC as a source of funding to carry out the grocery store project. The funds are guaranteed in that the City must pledge its current and future CDBG allocations as security for the guaranteed loan.

Budgeted Expenditure: Yes____ No____

Please explain, if no:

Staff Review - \$2.6M Section 108 Loan
March 5, 2019 – Page Two

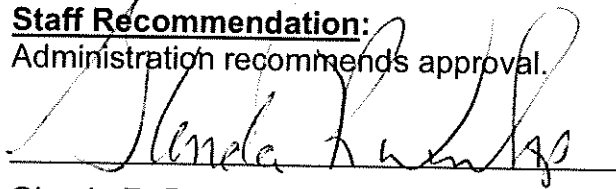
Account #: Reviewed and
approved by C. Dotson N/A
Date

Pre-encumbered: Yes No

Requisition #

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

Staff Recommendation:
Administration recommends approval.

A handwritten signature in black ink, appearing to read "Glenda R. Dunlap", is written over a horizontal line.

Glenda R. Dunlap
Program Manager

RESOLUTION REVIEW FORM

FROM: DCED/- GRD
Department/Author

DATE
NO.

March 5, 2019
19-8029
Law Office Login #

RESOLUTION NAME: **Resolution Setting a Public Hearing Date to Consider Submission of a \$2.6M
Section 108 Loan Application**

Date in:

1. RESOLUTION REVIEW - PLANNING AND DEVELOPMENT DIRECTOR

By: Suzanne Wilcox
Planning and Development Director

DATE: 3/5/19
(Date)

Date in:

2. RESOLUTION REVIEW - LEGAL

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
this form approves as to FORM ONLY

3/6/19, and by signing
(Date)

By:
Legal Officer

DATE: 3-6-19

**Application
for
\$2.6 Million HUD 108 Guaranteed Loan
Fresh Start Hutchinson Neighborhood Grocery Store,
Conquering the Flint Food Desert
Flint, Michigan**

**Applicant
City of Flint
1100 Saginaw Street
Flint, Michigan 48502**

**Department of Community and Economic Development
Glenda Dunlap, Program Manager**

**gdunlap@cityofflint.com
(810) 766-7426 Ext. 3020**

**Prepared by
Albert A. Bogdan
AAB Development Strategies, LLC
bogdanaa@aabds.com
313 445-1843**

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The Honorable Herbert Winfrey President
Flint City Council
1100 Saginaw Street
Flint, MI 48502

**SUBJECT: HUD Section 108 Guaranteed Loan Application – Fresh Start
U.S. Department of Housing and Urban Development**

Dear Mr. Winfrey:

Attached for your review and approval is an application to the U.S. Department of Housing and Urban Development (HUD) for a \$2.6 million HUD Section 108 guaranteed loan. The loan is required to fund the construction of the 25,000 square foot Fresh Start Hutchinson Neighborhood Grocery store on the northwest corner of Hamilton and Saginaw. The loan is only about 26% of the total development costs and will be the senior note on the project.

The closing on the investment will be conditional on the Fresh Start CDC obtaining an estimate \$3 million in New Market Tax Credit investment, \$1.5 million in Community Reinvestment Act grant from MEDC grants and a Brownfield TIF through the Flint Brownfield Redevelopment Authority. The funds will permit a vigorous and lasting elimination of a Food Desert in Flint. In addition, the project will provide badly needed new jobs.

The purpose of the HUD 108 guaranteed loan, when combined with the other grants grant is to spur community development and enhance the security or viability of this low to moderate income neighborhood.

The HUD 108 guaranteed loan application is targeted for closing by this Summer, 2019. Please contact Al Bogdan, at 313-445-1843 if you have any questions or require additional information.

Respectfully submitted,

Karen Weaver
Mayor

1. Project Description

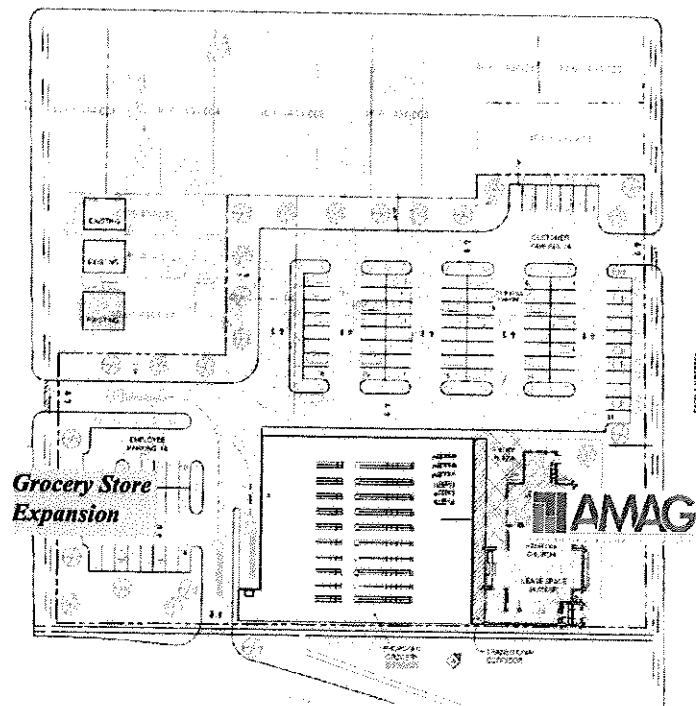
Fresh Start Hutchinson Neighborhood Grocery Store will be located at:
2125 North Saginaw Street
Flint, MI 48505

History of Flint's Food Desert

In 2014, the City of Flint changed its water supplier which initiated a process that caused the leaching of lead into the water and poisoning its residents. In 2015, Kroger Supermarket retreated from the market followed by the Meijer's huge grocery store. Not only were the residents being harmed by the water crisis, the residents of north Flint found themselves in a food desert. Just as the children needed access to healthy food to help fight the impact of lead poisoning, access to grocery store in their neighborhood, the food stores left Flint.

The Flint & Genesee County Chamber of Commerce published a report in October /2016 pointing out the need to eradicate the food desert. The report determined that the neighborhoods north of downtown need reliable food offerings to feed their families, stay healthy, and have good nutrition to help combat the effects of lead exposure, particularly for their children.

The report indicated the advantage of an independent neighborhood grocery store operator in an underserved neighborhood. It can scale to fewer economic constraints, and can benefit by being more flexible in store size, product responsiveness and have lower bottom lines. The combination of community leadership and a knowledgeable operator can have a major impact on counteracting the culture, especially a culture not used to have access to fresh fruits and vegetables. The neighborhood grocer is intertwined into the local culture and has greater capacity to develop relationships with residents. The community relationships are just as important as the food itself to conquer the Food Desert with healthy eating.



In order to assure that the market was designed for success, Fresh Start recruited Super value stores, a national food distributor SUPERVALU is a leader in wholesale and distribution, serving over 3,000 independently owned and operated stores. The company provides a wide array of services to its supplied retailers, which effectively leverages SUPERVALU's scale and expertise across its entire network. They were hired to prepare a market study whose projections are shown as Attachment A. The grocery projections were designed for a 20,000 square foot store. The additional 5,0000 square feet will be rented to important ancillary services that are key to increasing store volume such as a pharmacy, bank or credit union, telephone products, and sandwich store. We conservatively project a 2 year rent up for the additional grocery space.

No income is projected for the historic church building as we work to recruit a new creative tenant. The City has agreed to work with us to conduct community brainstorming and charrette sessions to find the most appropriate use for the community. In the mean-time the building will be used for seasonal sales activity such as Christmas season and spring planting season and for special event and sales. Several of the national NMTC Community Development entities have indicated that they have successfully financed SUPERVALU served groceries to successfully solve a food desert problem.

Fresh Start Grocery to Use New Markets Tax Credit to Conquer Flint's Food Desert

Pastor Patrick Sanders of the New Jerusalem Baptist Church took a leadership role by recruiting Andy Hanousch, a young grocery entrepreneur, to create a partnership to deliver healthy food to the community. Andy was born into an Iraqi Chaldean immigrant family that has owned and run a Flint neighborhood grocery store for the past thirty years. He literally grew up and was raised to be a grocery store operator. They have formed the perfect team bringing together strong community leadership with someone that knows how to run a profitable grocery store. They have systematically done their market research, site selection, pro formas, built a development team and brought in the best store designer to the table. It is now time to move to a close with NMTC being the center of the financing

The site for the 25,000 square foot grocery is centrally located at NW corner of North Saginaw Street and Hamilton Street. A new Lear plant employing over 400 people is under construction down the street on the old Buick site. New housing is being constructed on Saginaw Street. The historic Oak Park Episcopal Church will be modified to serve as its seasonal sales activities center – plants and gardening supplies in the Spring and Summer - Halloween, Thanksgiving & Christmas supplies in the Fall & Winter.



Description of Work Scope

The combined HUD 108 loan, combined with the Michigan Economic Development Corporation Community Revitalization Program funding, Stuart Mott Foundation, Ruth Mott Foundation, and the New Market Tax Credit Program and supported by a Flint Brownfield Redevelopment Authority tax increment financing will be used to design and build a 25,000 square foot neighborhood grocery store next to a 6,500 square foot historic church located a site on the northwest corner of Saginaw Street and Hamilton Street.

The scope of work will require Fresh Start CDC to demolish four closed houses and to demolish the 1969 addition to the historic church. This part of the church is severely blighted and needs to be removed. The site is on a hill and will require significant land restructuring to build the parking lot to serve the development. Access to the site will be off of Saginaw and Hamilton

As part of the due diligence, Environment Consultants will be engaged to evaluate the asbestos level in the building prior to demolition. A phase 1 Environmental Assessment for the main church site has found no issues. The balance of the four lots are residential or vacant. A full HUD environmental review will be added to the phase 1 environmental assessment and will need to be approved by HUD prior to the release of funds.

2. Sources and Uses

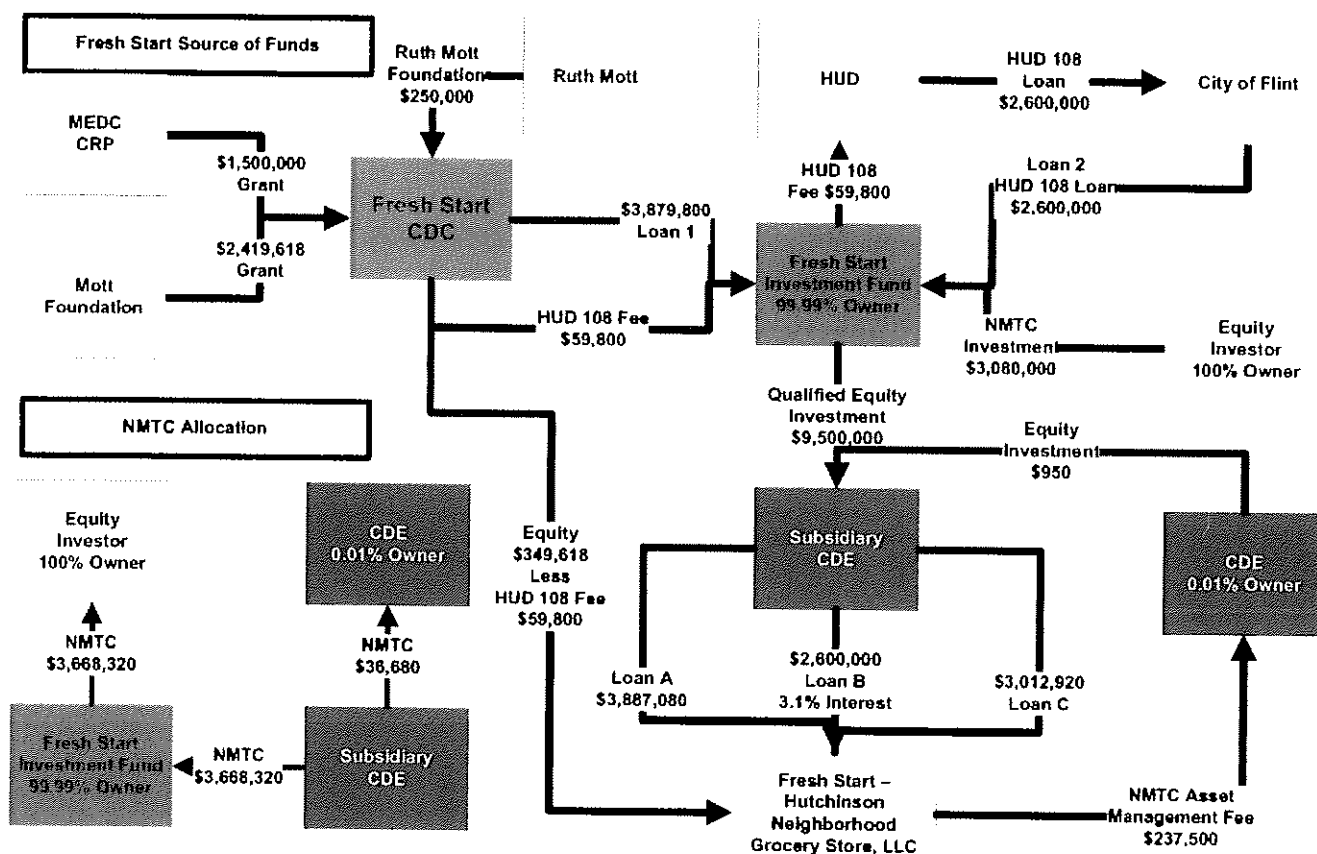
Uses & Sources of Funds				
Fresh Start Hutchinson Neighborhood Grocery Store				
Acquisition		Budget	Brownfield TIF Eligible	CRP Eligible
Acquisition		\$190,000		
Closing Costs		\$60,000		
		<u>\$250,000</u>		
Hard Costs				
Asbestos Abatement (Church & Houses)		\$50,000	\$50,000	\$50,000
Demolition part of Church and 3 Houses		\$562,000	\$562,000	\$562,000
Site improvements (sidewalks, site fill, lighting, landscaping, storm water detention, parking)		\$750,000	\$750,000	\$750,000
Total Site Improvements		<u>\$1,362,000</u>		
Grocery store construction (sq ft)	25,000	\$3,000,000		\$3,000,000
	\$120			
Permits/Tap Fees/Bond/Cost Certification		\$275,000		\$275,000
Engineering + Environmental Testing		\$112,000	\$112,000	\$112,000
Other CRP Eligible Costs		\$35,000		\$35,000
Contingency	7.5%	\$348,000	\$110,550	\$348,000
	\$125			
Equipment (\$/sq ft) + project management Cost	20,000	\$2,756,300		\$2,756,300
Total Construction		<u>\$6,526,300</u>		
Other Soft Costs				
Architect		\$149,000		\$149,000
Professional & Consulting Fees		\$295,000	\$25,000	
Construction Interest (Interest, term in mos)	3.1%	\$80,600		
	12			
Initial Inventory Stocking & Initial Operations		\$460,465		
Other Soft Costs		\$108,000		
Soft Cost Misc. & Contingency		\$45,953		
Total soft costs		<u>\$1,139,018</u>		
Financing Costs				
NMTC Asset Management Fee	2.50%	\$237,500		
HUD Fee		\$59,800		
Transaction Costs (4-5 attorneys, Plante Moran, HUD)		\$275,000		
NMTC / HUD Transaction Cost		<u>\$572,300</u>		
Total Cost		<u>\$9,849,618</u>	\$1,609,550	\$8,037,300
Proposed NMTC Qualified Equity Investment =	\$9,500,000		CRP (25%) =	\$2,009,325
Sources of funds				
MEDC CRP	Grant	\$1,500,000		
	25			
Loan (amortization period, interest, term)	3.10%	\$2,600,000		
	20			
New Markets Tax Credit (cents/credit)	\$0.83	\$3,080,000		
Grants (CDBG, Ruth Mott,)		\$250,000		
Grants		<u>\$2,419,618</u>		
Total Source of Funds			\$9,849,618	
Note: Non NMTC Funds that must be invested as debt = \$6,420,000				

AAB Development Strategies, LLC

2/7/2019

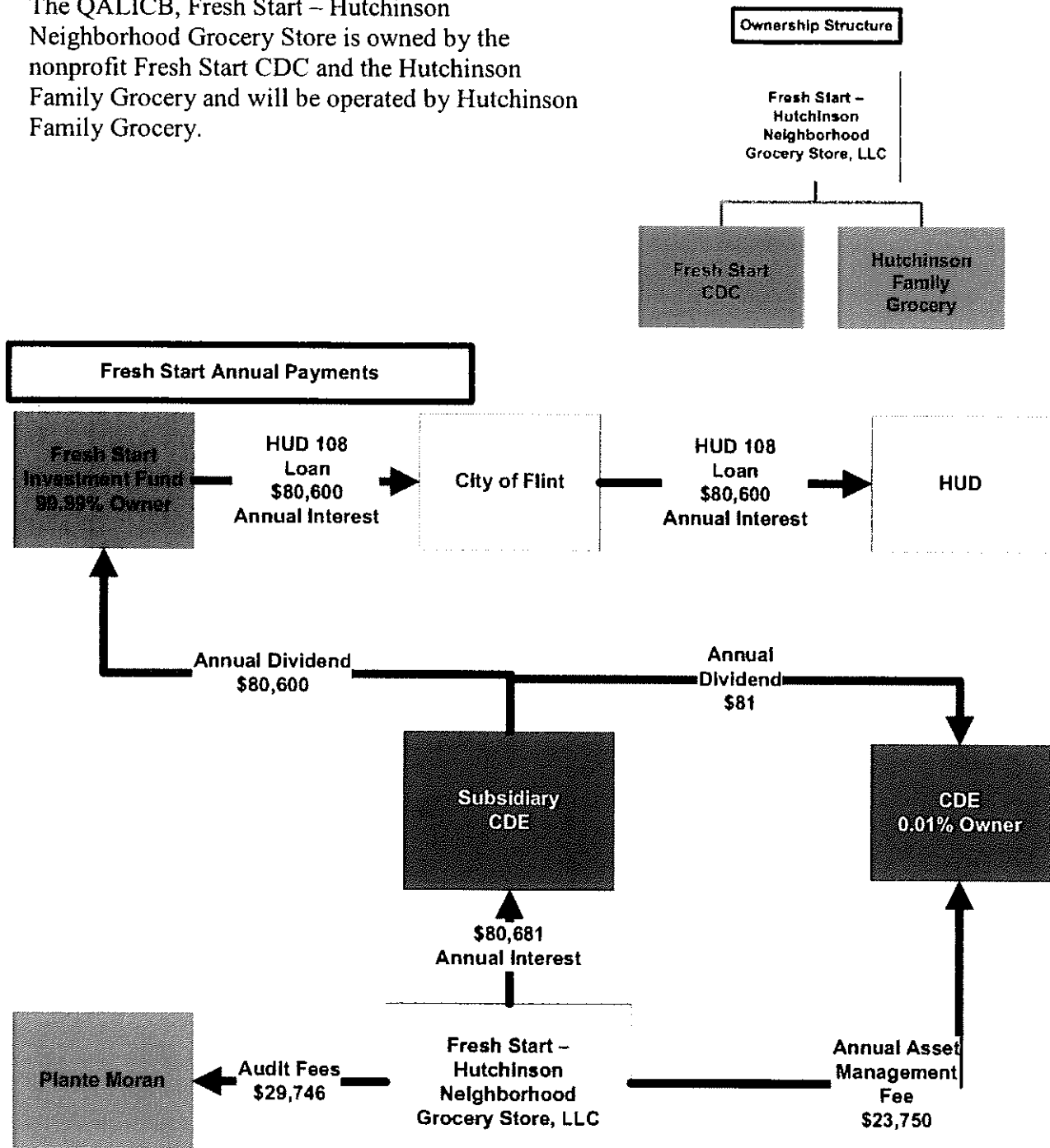
The New Market Tax Credit Structure

The HUD 108 loan will be made to the City of Flint who in turn will make the loan to The Fresh Start Investment Fund with the HUD fee being paid by Fresh Start CDC or the Fresh Start Hutchinson Grocery Store. The grants from Fresh MEDC and the foundations will be made to the Fresh Start CDC who in turn will make a loan to the Fresh Start Investment Fund and when combined with an equity investment of a projected \$3.08 million to arrive at a total Qualified Equity Investment of \$9.5 million. In exchange for the \$3.08 million the CDE shall allocate \$3,668,320 to the Fresh Start Investment Fund LLC which will be 100% owned by the equity investor who will receive the monetary benefits of the New Markets Tax Credits. The Fresh Start CDC loan will be subordinated to the HUD 108 loan.



The loans to the Qualified Low Income Business (QALICB), Fresh Start Hutchinson Neighborhood Grocery Store LLC shall essentially mirror the investments made into the Fresh Start Investment Fund. Loans A and Loan C will be subordinated to Loan B which mirrors the HUD 108 loan. The structure is needed to meet the complex tax requirements and NMTC regulations of the CDFI Fund as well as HUD requirements. It is created with the multiple loans so the structure can be unwound easily after the seven-year holding period leaving HUD, City of Flint, Fresh Start Hutchinson Neighborhood Grocery Store, LLC and the Fresh Start CDC and its partner Hutchinson Family Market in the final structure.

The QALICB, Fresh Start – Hutchinson Neighborhood Grocery Store is owned by the nonprofit Fresh Start CDC and the Hutchinson Family Grocery and will be operated by Hutchinson Family Grocery.



The payments from Fresh Start Hutchinson Neighborhood Grocery will make its payments through the structure in a timely manner in order to meet HUD's payment schedule. All funds transfers will be done by using a single bank up to reduce transfer delays up to the City of Flint payment. The City of Flint will make its payment every month on schedule independent of the timing of the Fresh Start Investment Fund payment.

4. Repayment Schedule 6

Loan \$2,600,000					
Interest 3.1%					
Interest Only 84 months after loan begins					
Amortization period 216 months after interest only period					
Term 240 months					
Cap Rate 6.0%					
Year	Balance	February Interest	August Interest	Principal Payment	Annual Payment
2020	\$2,600,000.00	\$40,300.00	\$40,300.00	\$0.00	\$80,600.00
2021	\$2,600,000.00	\$40,300.00	\$40,300.00	\$0.00	\$80,600.00
2022	\$2,600,000.00	\$40,300.00	\$40,300.00	\$0.00	\$80,600.00
2023	\$2,600,000.00	\$40,300.00	\$40,300.00	\$0.00	\$80,600.00
2024	\$2,600,000.00	\$40,300.00	\$40,300.00	\$0.00	\$80,600.00
2025	\$2,600,000.00	\$40,300.00	\$40,300.00	\$0.00	\$80,600.00
2026	\$2,600,000.00	\$40,300.00	\$40,300.00	\$0.00	\$80,600.00
2027	\$2,600,000.00	\$40,300.00	\$40,300.00	\$110,000.00	\$190,600.00
2028	\$2,490,000.00	\$38,595.00	\$38,595.00	\$110,000.00	\$187,190.00
2029	\$2,380,000.00	\$36,890.00	\$36,890.00	\$115,000.00	\$188,780.00
2030	\$2,265,000.00	\$35,107.50	\$35,107.50	\$120,000.00	\$190,215.00
2031	\$2,145,000.00	\$33,247.50	\$33,247.50	\$125,000.00	\$191,495.00
2032	\$2,020,000.00	\$31,310.00	\$31,310.00	\$130,000.00	\$192,620.00
2033	\$1,890,000.00	\$29,295.00	\$29,295.00	\$130,000.00	\$188,590.00
2034	\$1,760,000.00	\$27,280.00	\$27,280.00	\$135,000.00	\$189,560.00
2035	\$1,625,000.00	\$25,187.50	\$25,187.50	\$145,000.00	\$195,375.00
2036	\$1,480,000.00	\$22,940.00	\$22,940.00	\$150,000.00	\$195,880.00
2037	\$1,330,000.00	\$20,615.00	\$20,615.00	\$155,000.00	\$196,230.00
2038	\$1,175,000.00	\$18,212.50	\$18,212.50	\$165,000.00	\$201,425.00
2039	\$1,010,000.00	\$15,655.00	\$15,655.00	\$170,000.00	\$201,310.00
2040	\$840,000.00	\$0.00	\$0.00	\$840,000.00	\$840,000.00
Total Paid =		\$656,735.00	\$656,735.00	\$2,600,000.00	\$3,913,470.00
Total Interest =		\$1,313,470.00			

In order to assure a healthy cash flow and debt service ratio, the HUD 108 guaranteed loan will be amortized over a 20 years with 7-years interest only, as required by the NMTC program, amortized over the next 214 months, but within a 20-year term limitation required by the HUD 108 program. At the end of the 20-year term, the project is projected to have a market value of \$4,473,176 (See 5. Collateral) which is almost five times the \$840,000 principal that will be refinanced.

The Fresh Start Hutchinson Grocery Store is projected to have Earnings Before Interest, Taxes, Depreciation, and Amortization (EBITDA) coverage of the HUD 108 loan debt service from anywhere between 1.71 to 2.06 times during the seven-year interest only period. The loan represents only about 26% of the Total Development Cost.

During the time that the loan reaches the amortization period in the eight year, the value of the project is projected to be about \$3.825 million dollars, which gives it a 68% loan to projected value.

City of Flint Loan Structure Analysis

Year	Balance	Annual Payment	EBITDA	Debt Service Coverage	Present Value	Outstanding Loan/Value	Loan/Total Development Cost
2020	\$2,600,000.00	\$80,600.00					
2021	\$2,600,000.00	\$80,600.00	\$143,841.22	\$1.78			26.2%
2022	\$2,600,000.00	\$80,600.00	\$154,513.08	\$1.92			
2023	\$2,600,000.00	\$80,600.00	\$163,678.77	\$2.03			
2024	\$2,600,000.00	\$80,600.00	\$165,011.48	\$2.05			
2025	\$2,600,000.00	\$80,600.00	\$166,370.85	\$2.06			
2026	\$2,600,000.00	\$80,600.00	\$137,757.41	\$1.71			
2027	\$2,600,000.00	\$190,600.00	\$229,500.22	\$1.20	\$3,825,004	68.0%	
2028	\$2,490,000.00	\$187,190.00	\$232,149.36	\$1.24	\$3,869,156	64.4%	
2029	\$2,380,000.00	\$188,780.00	\$234,851.49	\$1.24	\$3,914,192	60.8%	
2030	\$2,265,000.00	\$190,215.00	\$237,607.66	\$1.25	\$3,960,128	57.2%	
2031	\$2,145,000.00	\$191,495.00	\$240,418.95	\$1.26	\$4,006,983	53.5%	
2032	\$2,020,000.00	\$192,620.00	\$243,286.47	\$1.26	\$4,054,775	49.8%	
2033	\$1,890,000.00	\$188,590.00	\$246,211.34	\$1.31	\$4,103,522	46.1%	
2034	\$1,760,000.00	\$189,560.00	\$249,194.71	\$1.31	\$4,153,245	42.4%	
2035	\$1,625,000.00	\$195,375.00	\$252,237.74	\$1.29	\$4,203,962	38.7%	
2036	\$1,480,000.00	\$195,880.00	\$255,341.64	\$1.30	\$4,255,694	34.8%	
2037	\$1,330,000.00	\$196,230.00	\$258,507.61	\$1.32	\$4,308,460	30.9%	
2038	\$1,175,000.00	\$201,425.00	\$261,736.90	\$1.30	\$4,362,282	26.9%	
2039	\$1,010,000.00	\$201,310.00	\$265,030.78	\$1.32	\$4,417,180	22.9%	
2040	\$840,000.00	\$840,000.00	\$268,390.54		\$4,473,176	18.8%	
Total Paid = \$3,913,470.00							
Total Interest =							

As soon as this proposal is accepted, HUD, City of Flint and Fresh Start will enter into the necessary agreements to prepare the phase 1 environmental assessment and the HUD environmental review in order release the funds. Fresh Start will manage the implementation of the project with the support and assistance of City of Flint. Fresh Start will promptly hire a design build construction manager - architects to design the expansion space and to prepare the necessary RFPs to then go out for subcontractor bids. All bids will require the use of prevailing wage under the Davis-Bacon Act. Work can become as soon as the funds can be closed. Subcontractors will be selected based on qualifications and cost. At this stage it is contemplated that the HUD 108 closing will occur by this Summer, with Construction beginning soon thereafter and be completed by October 1, 2020

The City of Flint has agreed to work with us by providing the necessary funds to have the Genessee Land Bank Authority demolish the vacant homes on the site in order to permit us to combine then lots in order to receive site plan approval. The site will be designed in order tom permit the use of the church as an integral part of the grocery centered shopping center

The entire project has been designed by the development team organized by the Fresh Start CDC and show in the table to our right. A properly designed grocery store will require the team participation of Super Value, the store's distributor and its store designer Mehmart Store services, who will work with Andy Hanousch to layout all of the equipment so as to assure properly meeting every customer's needs. Super Valu will be able to offer ethnic packages that meet the needs of the ethnic groups in the neighborhood. Hanoush will assure proper location of in store tenants to provide products and services demand by the customer. Architect Dave McLane will capture the store design and convert them to construction drawings. Mehmet will select the equipment that will be needed and obtain bids from competitive equipment providers including looking at preowned equipment with active warranties.

The Fresh Start Development Team

- ① Developer , Pastor Patrick Sanders, Fresh Start CDC
- ① Operator (Partner) – Hutchinson Foods, Andy Hanoush
- ① Market Study & Distributor , SuperValu Stores, Bill Taggart
- ① Store Design, Mehmert Store Services, Brad Knab
- ① Architect, AMAG, Dave McLean
- ① Contractor, HD Construction, Troy Hall
- ① Attorney, Florise Neville-Ewell
- ① Historic Consultant, Kristine Kidorf
- ① NMTC CPA Plante Moran, Gordon Goldie
- ① Development Finance Consultant, AABDS, Al Bogdan

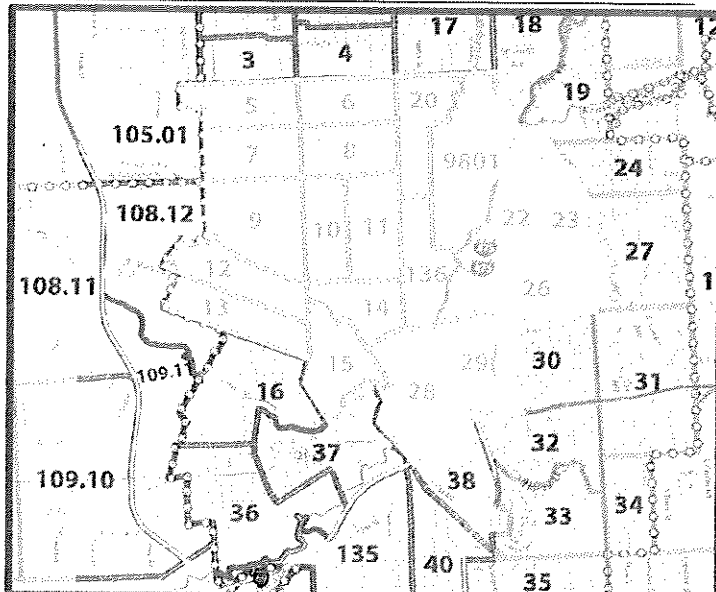
The bidding and cost development will be organized in order to be able to have Plante Moran certify all Michigan Community Revitalization Program Costs, Flint Brownfield Redevelopment Authority Tax Increment Eligible costs and the New Markets Qualified Equity Investment related costs.

Then first stage of construction will focus on the demolition of the 1969 portion of the church and\ land balancing in order to establish the site entry and flat portion of the parking lot designed to assure proper storm water management and the proper integration of the church retail with the new building.

The design-build contract will be a maximum guaranteed contract with HD Construction to build to Fresh Start specifications. All draws will be managed by the bank that is selected to make the New Market Tax Credit Investment or someone approved by them. All funds will be deposited in that bank in order to assure efficient management of draws and bookkeeping. All funds will need to flow through the New Market Tax Credit structure to make sure all Department of the Treasury and HUD regulations are followed. All subcontracts will need to be structured to assure that the CPA can certify the eligible TIF and CRP costs

7. Eligible Activity & CDBG National Objectives

The project meets several of the CDBG National Objectives. First, the project is designed to serve the low to moderate income community as can be seen from the adjacent census tract map, the boundaries approximate the trade area in the City of Flint. 58% of the residents have incomes that meet the low to moderate income objective. Further, 83.9% of the block groups have more than 51% of the residents whose incomes are low to moderate income. This far exceeds the requirement that three-quarters of the block groups need to have more than 51% of the residents that are low to moderate income.



The assistance to a business, such as a grocery store which provides goods or services to residents of a L/M income residential area, qualifies if as long as it primarily serves a L/M income neighborhood.

New Markets Tax Credit Qualified Census Tract

In addition, the HUD 108 loan, the census tract containing the grocery store must meet the criteria for New Markets Tax Credit eligibility which requires a median family income of less than 70% of the area's median family income or a poverty level in excess of 30% of the area.

The Census Tract is 26049001100 has a population of 2,060 people,

Flint Block Groups Served by Fresh Start Hutchinson Neighborhood Grocery Store - % LMI Calculation

GEOID	low mod univ	low mod %	Total Persons	GEOID	low mod univ	low mod %	Total Persons
260490005001	755	31.79%	2,375	260490013001	740	29.05%	2,547
260490005002	615	89.43%	688	260490013002	675	52.59%	1,284
260490005003	715	53.15%	1,345	260490013003	630	27.78%	2,268
260490006001	655	37.40%	1,751	260490013004	1415	74.91%	1,889
260490006002	705	78.72%	896	260490014001	365	83.56%	437
260490006003	775	72.26%	1,073	260490014002	395	78.48%	503
260490006004	810	67.28%	1,204	260490014003	770	79.87%	964
260490007001	490	39.80%	1,231	260490015001	975	83.08%	1,174
260490007002	1145	74.24%	1,542	260490015002	385	84.42%	456
260490007003	470	76.60%	614	260490015003	575	71.30%	806
260490007004	985	66.50%	1,481	260490020001	785	79.62%	986
260490007005	715	58.04%	1,232	260490020002	680	52.21%	1,302
260490008001	600	61.67%	973	260490022001	885	67.80%	1,305
260490008002	650	80.00%	813	260490022002	430	89.53%	480
260490009001	830	75.30%	1,102	260490022003	500	86.00%	581
260490009002	1300	67.31%	1,931	260490022004	545	94.50%	577
260490009003	940	51.60%	1,822	260490022005	850	71.18%	1,194
260490009004	515	12.62%	4,081	260490023001	515	60.19%	856
260490009005	740	60.14%	1,230	260490023002	880	60.80%	1,447
260490010001	520	77.88%	668	260490023003	900	70.00%	1,286
260490010002	410	34.15%	1,201	260490026001	545	84.40%	646
260490010003	240	33.33%	720	260490026002	505	63.37%	797
260490010004	1655	73.72%	2,245	260490026003	1130	80.53%	1,403
260490011001	680	75.74%	898	260490026004	600	83.33%	720
260490011002	560	77.68%	721	260490026005	450	66.67%	675
260490011003	460	65.22%	705	260490028001	300	88.33%	340
260490011004	930	78.49%	1,185	260490028002	655	59.54%	1,100
260490012001	445	68.54%	649	260490028003	590	78.81%	749
260490012002	1365	37.73%	3,618	260490029001	615	73.17%	841
260490012003	770	23.38%	3,293	260490029002	1175	65.96%	1,781
260490012004	915	78.69%	1,163	260490136001	1320	68.18%	1,936
				Total = 45,140 58.04% 77,779			

A Total of 52 of 62 Census Block Groups (83.9%) have low to moderate-incomes

a Poverty Rate of 36.3% with a median Family Income of \$24,643 as opposed to an area median income of \$62,261 which provides us a percentage of AMI of 39.68%. The area is considered by all Community Development Entities as Severely Distressed and thereby particularly attractive as New Markets Tax Credit investment. The project is under consideration by an estimated six CDEs, all of them awaiting the announcement on which ones have won an NMTC allocation from the CDFI Fund of the US Treasury.

Objective	Qualifies, if	Example
L/M Income Area Benefit	The assistance is to a business which provides goods or services to residents of a L/M income residential area.	Assistance to neighborhood businesses such as grocery stores and laundromats, serving a predominantly L/M income neighborhood.

8. Public Benefit Standards

The National Objectives for the program are Low-Mod Area Benefit 24 CFR 570.208(a)(1)

Fresh Start CDC projects plans to spend funds on eligible economic development activities as defined by 24 CFR 570.203.

- a. This project will meet the public benefit standard based upon the number of low- and moderate-income persons served in the project area [see 24 CFR 570.209(b)(1)(ii) (Provide goods or services to residents of an area, such that the number of low- and moderate-income persons residing in the areas served by the assisted businesses amounts to at least one low- and moderate-income person per \$350 of CDBG funds used). The number of low- and moderate-income persons living in the project's trade area is 45,150.
- b. In addition, Any activity which meets one or more of the following criteria may, at the grantee's option, be excluded from the aggregate standards described in paragraph (b)(1) section: (F) Provides assistance to a business that operate(s) within a census tract (or block numbering area) that has at least 20 percent of its residents who are in poverty; (G) Stabilizes or revitalizes a neighborhood that has at least 70 percent of its residents who are low- and moderate-income; and (I) Provides assistance to a Community-Based Development Organization serving a neighborhood that has at least 70 percent of its residents who are low- and moderate-income; [see 24 CFR 570.209(b)(2)(v)F, G, and I.
- c. The HUD 108 \$2.6 million loan represents only 13.4% of the authorized HUD 108 lending capacity of the city of Flint. Its annual repayment of about \$220,000 is further guaranteed by the city's annual CDBG award by a 17.6 to one coverage.

City of Flint Annual CDBG Budget =	\$3,872,807
Ratio Annual CDBG Coverage of Debt Service =	$\$3,872,807 / 220,750 = \$17.6/1$
Total Flint HUD 108 Loans Authorized	\$19,364,035
Existing Flint HUD 108 Outstanding Loans=	\$ 6,531,000
Available HUD 108 Loan Authority =	\$12,833,035
Proposed New HUD 108 Financing =	<u>\$ 2,600,000</u>
Projected HUD 108 Loans as % of Authorized Loans =	13.43%

9. Public Notice

Notice for the Public Hearing was published on for a Public Hearing to be Held on Thursday, January 24, 2019 A copy of the notice is attached as Attachment B.

10. Whom May We Contact

Contact name: Al Bogdan @ bogdanaa@aabds.com 313 445-1843:

Attachment A SUPERVALU Grocery Market Projections for Flint Trade Area

Market Projections Produced by Super Value Stores for Fresh Start CDC for the Trade Area Determined by it Professional Analysts

Market Projections Produced by Super Value Stores for Fresh Start CDC for the Trade Area Determined by it Professional Analysts																				
Fresh Start Grocery		Projected				Projected				Projected				Projected						
Income Statement		Year 1				Year 2				Year 3				Year 4						
Sales/Distributions		%				%				%				%						
Grocery	1,120,132	26.0%	1,136,934	26.0%	1,153,988	26.0%	1,171,298	26.0%	1,188,867	26.0%	1,206,700	26.0%	1,224,801	26.0%	1,243,173	26.0%	1,261,820	26.0%	1,280,748	26.0%
Produce	387,738	9.0%	393,554	9.0%	399,457	9.0%	405,449	9.0%	411,531	9.0%	417,704	9.0%	423,970	9.0%	430,329	9.0%	436,784	9.0%	443,336	9.0%
Meat	775,476	18.0%	787,108	18.0%	798,915	18.0%	810,898	18.0%	823,062	18.0%	835,408	18.0%	847,939	18.0%	860,658	18.0%	873,568	18.0%	886,671	18.0%
Frozen Food	366,197	8.5%	371,690	8.5%	377,265	8.5%	382,924	8.5%	388,668	8.5%	394,498	8.5%	400,416	8.5%	406,422	8.5%	412,518	8.5%	418,706	8.5%
Dairy	430,820	10.0%	437,282	10.0%	443,842	10.0%	450,499	10.0%	457,257	10.0%	464,115	10.0%	471,077	10.0%	478,143	10.0%	485,316	10.0%	492,595	10.0%
Bakery	107,705	2.5%	109,321	2.5%	110,960	2.5%	112,625	2.5%	114,314	2.5%	116,029	2.5%	117,769	2.5%	119,536	2.5%	121,329	2.5%	123,149	2.5%
Deli	430,820	10.0%	437,282	10.0%	443,842	10.0%	450,499	10.0%	457,257	10.0%	464,115	10.0%	471,077	10.0%	478,143	10.0%	485,316	10.0%	492,595	10.0%
GM/HBC	129,246	3.0%	131,185	3.0%	133,152	3.0%	135,150	3.0%	137,177	3.0%	139,235	3.0%	141,323	3.0%	143,443	3.0%	145,595	3.0%	147,779	3.0%
Cigarettes	172,328	4.0%	174,913	4.0%	177,537	4.0%	180,200	4.0%	182,903	4.0%	185,646	4.0%	188,431	4.0%	191,257	4.0%	194,126	4.0%	197,038	4.0%
Liquor	215,410	5.0%	218,641	5.0%	221,921	5.0%	225,250	5.0%	228,628	5.0%	232,058	5.0%	235,539	5.0%	239,072	5.0%	242,658	5.0%	246,298	5.0%
Pop	172,328	4.0%	174,913	4.0%	177,537	4.0%	180,200	4.0%	182,903	4.0%	185,646	4.0%	188,431	4.0%	191,257	4.0%	194,126	4.0%	197,038	4.0%
Other	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Other	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Other	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Department Gross Profit	4,308,200	100.0%	4,372,823	100.0%	4,438,415	100.0%	4,504,992	100.0%	4,572,566	100.0%	4,641,155	100.0%	4,710,772	100.0%	4,781,434	100.0%	4,853,155	100.0%	4,925,953	100.0%
Grocery	313,647	28.0%	318,342	28.0%	323,117	28.0%	327,963	28.0%	332,883	28.0%	337,876	28.0%	342,944	28.0%	348,088	28.0%	353,310	28.0%	358,609	28.0%
Produce	120,199	31.0%	122,002	31.0%	123,827	31.0%	125,669	31.0%	127,575	31.0%	129,488	31.0%	131,413	31.0%	133,402	31.0%	135,403	31.0%	137,434	31.0%
Meat	193,869	25.0%	196,777	25.0%	199,729	25.0%	202,725	25.0%	205,765	25.0%	208,852	25.0%	211,985	25.0%	215,165	25.0%	218,392	25.0%	221,668	25.0%
Frozen Food	109,859	30.0%	111,507	30.0%	113,180	30.0%	114,877	30.0%	116,600	30.0%	118,349	30.0%	120,125	30.0%	121,927	30.0%	123,755	30.0%	125,612	30.0%
Dairy	112,013	26.0%	113,661	26.0%	115,399	26.0%	117,130	26.0%	118,887	26.0%	120,670	26.0%	122,480	26.0%	124,317	26.0%	126,182	26.0%	128,075	26.0%
Bakery	45,236	42.0%	45,915	42.0%	46,603	42.0%	47,302	42.0%	48,012	42.0%	48,732	42.0%	49,463	42.0%	50,205	42.0%	50,958	42.0%	51,723	42.0%
Deli	193,869	45.0%	196,777	45.0%	199,729	45.0%	202,725	45.0%	205,765	45.0%	208,852	45.0%	211,985	45.0%	215,165	45.0%	218,392	45.0%	221,668	45.0%
GM/HBC	36,189	28.0%	36,732	28.0%	37,283	28.0%	37,841	28.0%	38,406	28.0%	38,986	28.0%	39,570	28.0%	40,164	28.0%	40,767	28.0%	41,378	28.0%
Cigarettes	17,233	10.0%	17,491	10.0%	17,754	10.0%	18,020	10.0%	18,290	10.0%	18,565	10.0%	18,843	10.0%	19,126	10.0%	19,413	10.0%	19,704	10.0%
Liquor	47,390	22.0%	48,101	22.0%	48,823	22.0%	49,555	22.0%	50,298	22.0%	51,053	22.0%	51,818	22.0%	52,596	22.0%	53,385	22.0%	54,185	22.0%
Pop	25,849	15.0%	26,237	15.0%	26,630	15.0%	27,030	15.0%	27,435	15.0%	27,847	15.0%	28,265	15.0%	28,689	15.0%	29,119	15.0%	29,556	15.0%
Other	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Other	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Other	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%
Store Gross Profit	1,715,343	28.2%	1,735,573	28.2%	1,755,803	28.2%	1,776,033	28.2%	1,796,263	28.2%	1,816,493	28.2%	1,836,723	28.2%	1,856,953	28.2%	1,877,183	28.2%	1,897,413	28.2%
TIF	97,043	8.2%	97,043	8.0%	97,043	7.8%	97,043	7.6%	97,043	7.5%	97,043	7.4%	97,043	7.3%	97,043	7.2%	97,043	7.1%	97,043	7.1%
Tenant Rent	28,750	2.4%	39,061	3.2%	47,858	3.5%	48,816	3.5%	49,792	3.9%	50,788	3.9%	51,803	3.9%	52,841	4.0%	53,869	4.0%	54,970	4.0%
Freight & Fee	(150,787)	-3.5%	(153,049)	-3.5%	(155,345)	-3.5%	(157,675)	-3.5%	(160,040)	-3.5%	(162,440)	-3.5%	(164,877)	-3.5%	(167,350)	-3.5%	(169,861)	-3.5%	(172,408)	-3.5%
Store Gross Profit	1,390,309	27.6%	1,315,528	27.6%	1,241,534	27.6%	1,167,540	27.6%	1,093,546	27.6%	1,019,552	27.6%	945,558	27.6%	871,564	27.6%	797,570	27.6%	723,576	27.6%
Wages	476,512	9.9%	432,909	9.9%	439,403	9.9%	445,897	9.9%	452,391	9.9%	458,885	9.9%	465,379	9.9%	471,873	9.9%	478,367	9.9%	484,861	9.9%
Benefits	77,548	1.8%	78,711	1.8%	79,891	1.8%	81,090	1.8%	82,306	1.8%	83,539	1.8%	84,794	1.8%	86,066	1.8%	87,357	1.8%	88,667	1.8%
Promotion	21,955	0.5%	22,285	0.5%	22,619	0.5%	22,958	0.5%	23,302	0.5%	23,652	0.5%	24,007	0.5%	24,367	0.5%	24,732	0.5%	25,103	0.5%
Supplies	49,544	1.1%	50,287	1.1%	51,042	1.1%	51,807	1.1%	52,584	1.1%	53,373	1.1%	54,174	1.1%	54,986	1.1%	55,811	1.1%	56,648	1.1%
Prop Taxes	99,543	2.3%	101,036	2.3%	102,552	2.3%	104,090	2.3%	105,651	2.3%	107,236	2.3%	108,844	2.3%	110,477	2.3%	112,134	2.3%	113,816	2.3%
Insurance	5,000	0.1%	5,075	0.1%	5,151	0.1%	5,228	0.1%	5,307	0.1%	5,386	0.1%	5,467	0.1%	5,549	0.1%	5,632	0.1%	5,717	0.1%
Utilities	179,000	4.2%	181,685	4.2%	184,410	4.2%	187,176	4.2%	189,984	4.2%	192,833	4.2%	195,726	4.2%	198,662	4.2%	201,642	4.2%	204,667	4.2%
Other Expense	133,837	3.1%	136,642	3.1%	139,447	3.1%	142,252	3.1%	145,057	3.1%	147,862	3.0%	150,667	3.0%	153,472	3.0%	156,277	2.9%	159,082	2.9%
MMTC Fees	53,570	1.2%	53,570	1.2%	53,570	1.2%	53,570	1.2%	53,570	1.2%	53,570	1.2%	53,570	1.2%	53,570	1.2%	53,570	1.2%	53,570	1.2%
Operating Expenses	1,046,508	28.4%	1,062,201	28.4%	1,077,894	28.4%	1,093,587	28.4%	1,109,280	28.4%	1,124,973	28.4%	1,140,666	28.4%	1,156,359	28.4%	1,172,052	28.4%	1,187,745	28.4%
EBITDA	143,841	4.3%	154,428	4.5%	165,015	4.7%	175,602	4.9%	186,189	5.1%	196,776	5.3%	207,363	5.5%	217,950	5.7%	228,537	5.9%	239,124	6.1%
Debt Service	80,600	1.9%	80,600	1.8%	80,600	1.8%	80,600	1.8%	80,600	1.8%	80,600	1.7%	80,600	1.7%	80,600	1.7%	80,600	1.7%	80,600	1.7%
Net Cash Flow	63,241	1.5%	73,828	1.7%	84,415	1.9%	95,002	2.1%	105,589	2.3%	116,176	2.5%	126,763	2.7%	137,350	2.9%	147,937	3.1%	158,524	3.3%
Debt Service Coverage	1.78		1.92		2.06		2.10		2.14		2.18		2.22		2.26		2.30		2.34	
NOTE: Gross margin detailed projections provided by Super Value Stores as part of their market projections with 2.0% inflation																				
Debt = \$2,600,000 1.1% 25 years Annual Mortgage \$190,644 7 year interest Only \$ 80,600																				
= Information added to Super Value Market Projections																				

NOTE: Gross margin detailed projections provided by Super Value Stores as part of their market projections with 2.0% inflation

= Information added to Super Value Market Projections

Public Notice

City of Flint

**Community Development Block Grant (CDBG) Program
HOME Investment Partnerships Program (HOME)
Housing Opportunities for Persons with AIDS (HOPWA)
Emergency Shelter Grant (ESG) Program**

**NOTICE OF PUBLIC HEARING & COMMENT PERIOD FOR CHANGES TO
CONSOLIDATED PLAN, 2018-2019 ACTION PLAN AND FOR A \$2.6 MILLION
HUD 108 GUARANTEED LOAN FOR THE FRESH START HUTCHINSON
NEIGHBORHOOD GROCERY STORE PROJECT**

Notice is hereby given that the City of Flint is proposing the following changes to the 2018-2019 Action Plan and Consolidated Plan for the CDBG, HOME, HOPWA, and ESG programs:

1. Under Citizen Participation Plan Section Add the Guaranteed Loan Program to CDBG, HOME, HOPWA and ESG programs
2. Add a \$2.6 million HUD 108 Guaranteed Loan for the purposes of constructing a 25,000 square foot grocery store while preserving the historic portion of the adjacent church. The space will be used to provide healthy foods and vegetables which in turn will create jobs in Flint/

Notice is hereby also given that City of Flint is applying for a \$2.6 million HUD Section 108 guaranteed loan to the Fresh Start Investment Fund to finance the construction of the Fresh Start Hutchinson Neighborhood Grocery Store Project at 2025 N. Saginaw Street in the City of Flint to expand the market available for feeding Flint residents. No program income is anticipated. The programs are projected to create an estimated 20 full time equivalent jobs over the next two years.

The loan will be secured by independent collateral and guaranteed by the CDBG allocation to City of Flint. The annual distribution of CDBG funds to City of Flint Primary Jurisdiction communities are not affected.

The program meets the national objectives by serving areas of low to moderate income residents of Flint.

A copy of the proposed application can be found on <http://www.cityofflint.com>

Public Hearing: City of Flint will conduct a public hearing on 24th of January, 2019 at approximately 9:30 a.m. at the City of Flint City Hall, 1100 Saginaw Street, Flint, MI 48502. The public is encouraged to comment on both actions.

Persons with disabilities who require auxiliary aids or services in using public facilities, services or programs may contact:

Glenda Dunlap, Community Development Manager
City of Flint, Department of Economic Development/Community Development
City of Flint City Hall, 1100 Saginaw Street, Flint, MI 48502
Telephone: (810) 766-7426 X3020 • E-mail: gdunlap@cityofflint.com

**FRESH START HUD SECTION 108 LOAN GUARANTEE
CITY OF FLINT CERTIFICATIONS**

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the City of Flint certifies that:

Drug Free Workplace -- It will or will continue to provide a drug-free workplace by

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about -
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will -
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.
8. **Anti-Lobbying -- To the best of the City of Flint's knowledge and belief:**
 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub grantees shall certify and disclose accordingly.

Special Assessments.

City of Flint will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

Authority of Jurisdiction

The consolidated plan is authorized under State and local law and the City of Flint possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Affirmatively Further Fair Housing

The City of Flint will affirmatively further fair housing, and the guaranteed loan funds will be administered in compliance with:

1. Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) and
2. The Fair Housing Act (42 USC 3601-3619)

Anti-displacement and Relocation Plan

It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community

Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Consistency with plan

The activities to be undertaken with HUD Section 108 Loan Guarantee funds are consistent with the Consolidated Plan as approved by the City of Flint Commission on 10/15/09.

Citizen Participation

It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan

Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan

It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD as modified the City of Flint Council on _____.

Compliance with Laws

It will comply with applicable laws.

Efforts to Obtain Other Financing

The City of Flint hereby certifies and assures with respect to its application for a guaranteed loan pursuant to Section 108 of the Housing and Community Development Act of 1974, as amended, that it has made efforts to obtain financing for the activities described herein without the use of such guarantee, it will maintain documentation of such efforts for the term of the loan guarantee, and it cannot complete such financing consistent with the timely execution of the project without such guarantee.

Authorized to Execute Documents

In accordance with 24 CFR § 570.704 (b) 8-ii-B, City of Flint certifies that City of Flint Executive Karen Weaver is authorized to execute such documents as may be required in order to implement the application and issue debt obligations pursuant to the attached resolution from the City of Flint City Council.

Signature/Authorized Official

Date

**Karen Weaver
Mayor**

Karen Weaver
Mayor

PUBLIC HEARING

Flint City Hall
1100 Saginaw Street
Flint, MI 48502
January 24, 2019

Minutes

Subject: HUD 108 Guaranteed Loan to the Fresh Start Investment Fund as a \$2.6 million leveraged loan to finance the construction of the Fresh Start Hutchinson Neighborhood Grocery Store and as an amendment to the City of Flint 2017/2022 Consolidated Plan and 2018/2019 Action Plan

1. The public hearing was opened at approximately at ____am

Glenda Dunlap, program manager at City of Flint Community and Economic Development Department welcomed comments on the proposed HUD 108 Guaranteed Loan to the Fresh Start Investment Fund for the construction of the Fresh Start Hutchinson Neighborhood Grocery Store and changes to the City of Flint Consolidated Plan and 2018/2019 Action Plan

2. The list of attendees is:
3. The following comments were made:
4. The Public Hearing ended at approximately _____am

Attachment E: Flint City Council Resolution

RESOLUTION

No _____

By Councilperson _____ and Co-sponsored by Councilperson _____

WHEREAS, the Flint City Council is committed to expand L/M income services job opportunities in City of Flint;

WHEREAS, the City of Flint has the authority to enter into a HUD Section 108 Loan Guarantee agreement and pledge the loan proceeds to the Fresh Start Investment Fund for the purpose of economic development.

WHEREAS, the City of Flint is committed toward the elimination of a food desert and increasing the growth of job opportunities for Flint residents;

WHEREAS, The Fresh Start Hutchinson Neighborhood Grocery Store will be established and is committed to providing quality food products and services to the residents of this low to moderate income community;

WHEREAS, HUD requires the City of Flint modify its 2018/2019 Action Plan to include the Guaranteed Loan Program as a program covered by its Citizens Participation Plan;

WHEREAS, HUD requires that the \$2.6 million HUD Section 108 Guaranteed Loan to the Fresh Start Investment Fund be included in the 2018/19 Action Plan;

THEREFORE, BE IT RESOLVED, by the Flint City Council this 27th day of January, 2019 that it, hereby, approves the changes to the Consolidated Plan and 2018/2019 Action Plan to include the Guaranteed Loan Program as a part of the Citizens Participation Plan and to include the design, construction and operation the Fresh Start Hutchinson Neighborhood Grocery Store

RESOLVED, that approval is, hereby, granted authorizing the City of Flint to submit an application to HUD in the amount of \$2,600,000 for a HUD Section 108 Guaranteed Loan to be made to City of Flint who in turn will lend the funds to the Fresh Start Investment Fund to be combined with a New Markets Tax Credit investment. The \$2.6 million loan is needed to obtain the needed funds to construct a 25,000 square foot grocery store on the northwest corner of Hamilton and Saginaw.

RESOLVED, that the \$2.6 million HUD Section 108 Guaranteed Loan be made to the Fresh Start Investment Fund to finance the design, construction and operation of the Fresh Start Hutchinson Neighborhood Grocery Store Project as indicated in the 2018/2019 Action Plan.

[Application on File]

190148

Resolution No.: _____

Presented: 4-17-19

Adopted: _____

Resolution Setting Hearing Date to Consider Approval of an Industrial Facilities Exemption Application for Genesee Packaging, Inc. Zone 2
(1101 N. Center Road, Zone 2 – P.A. 198 of 1974, as amended)

By the Mayor:

On the 25th day of February 2019, a Plant Rehabilitation District was established on the property legally described in the *Attachment* and commonly known as 1101 N. Center Road, Zone 2.

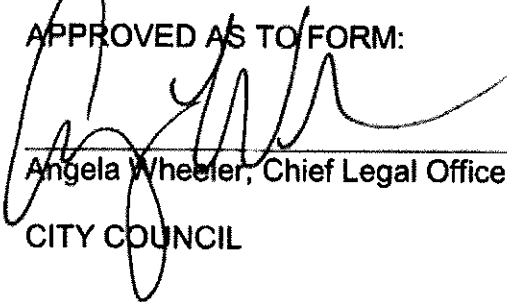
Owners/tenants of said property filed with the City Clerk of the City of Flint, an application for an Industrial Facilities Exemption Certificate for real property located within the previously established and legally described Plant Rehabilitation District.

Before acting upon said application, the local governing body is required by State Statute to afford the applicant, the City Assessor and representatives of any taxing units, which may be affected, an opportunity for a hearing thereon.

IT IS RESOLVED that such a hearing to consider an Industrial Facilities Exemption Certificate (P.A. 198 of 1974, as amended) for Genesee Packaging, Inc., shall be held on May 13, 2019 at 5:30 p.m. in the City Council Chamber of Flint City Hall, 1101 S. Saginaw Street, Flint, Michigan, and the City Clerk shall cause notice of such hearing to be published in an official paper of general circulation not less than ten (10) days prior to said hearing.

RESOLVED, that at said hearing, the above referred to and any other interested parties shall have the opportunity to be heard relative to said application.

APPROVED AS TO FORM:



Angela Wheeler, Chief Legal Officer
CITY COUNCIL

ADMINISTRATION:



Dr. Karen W. Weaver, Mayor

Herbert J. Winfrey, President

RESOLUTION STAFF REVIEW FORM

DATE – April 1, 2019

Agenda Item Title:

- ✓ 1. Resolution Setting Hearing Date to Consider Approval of an Industrial Facilities Exemption Application for Genesee Packaging, Inc.
(1101 N. Center Road, Zone 2 – P.A. 198 of 1974, as amended)
2. Resolution to Consider the Approval of an Industrial Facilities Exemption Application for Genesee Packaging, Inc.
(1101 N. Center Rd., Zone 2 – P.A. 198 of 1974, as amended)

Prepared By

Department of Planning and Development - Community and Economic Development Division

Background/Summary of Proposed Action:

These resolutions are to 1.) set a public hearing date on which to allow for public comments on the application for an Industrial Facilities Exemption Application for Zone 2 and 2.) subsequent approval of the application.

Genesee Packaging, Inc. (GPI) proposes to move its Dort Hwy operations and a portion of its North Street operations to occupy space at the facility located on 78 acres at 1101 N. Center Road, a building formerly housing Delphi East operations. While the entire facility is 550,000 sq. ft., GPI has leased 290,267 sf of the building for office use, warehousing, distribution and its packaging operations. The new location will allow for the expansion of existing operations. The interior of the space will be fully restored to accommodate GPI's operations at a cost of approximately \$9.7M.

Lease Zone 2	75,267 sq. ft.
Lease Zones 3 & 4	<u>215,000</u> sq. ft.
Total sq. ft.	290,267 sq. ft.

GPI will retain approximately 115 jobs and expects to create another 100 jobs at the new location at 1101 N. Center Road. The plant rehab district for GPI's operations was established on February 25, 2019, after a public hearing was held. The exemption term will be 62 months, commensurate with the term of GPI's lease with the owner of the facility. GPI will have an option to extend the term of the exemption contingent upon meeting certain conditions as listed in the approval resolution.

Genesee Packaging, Inc. was founded in Flint, MI in 1979 by Willie Artis, to provide contract packaging to the automotive industry, and supply various corrugated products

Financial Implications:

Final approval of the application by the State Treasury and issuance of an Industrial Facilities Exemption Certificate to the applicant provides a tax benefit to the applicant in that the taxable value of the building will be frozen for the duration of the certificate.

Budgeted Expenditure: Yes X No **Please explain, if no:**

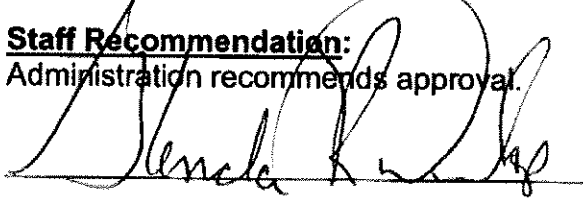
Account #: Reviewed and approved by C. Dotson N/A
Date

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

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

Staff Recommendation:

Administration recommends approval.



Glenda R. Dunlap
Program Manager

1101 N. CENTER ROAD – LEGAL DESCRIPTIONS

PROPERTY

Parcel B:

The South 1/2 of the Northeast 1/4 of Section 9, Town 7 North, Range 7 East, City of Flint, Genesee County, Michigan, Except that part owned and occupied by the Grand Trunk Railway Company. Also Except the West 40 feet of the South 1/2 of the Northeast 1/4 of Section 9, Town 7 North, Range 7 East, lying North of the Grand Trunk Western Railroad Company right of way, and Also Except the West 40 feet of the South 1/2 of the Northeast 1/4 of Section 9, Town 7 North, Range 7 East, lying South of the Grand Trunk Western Railroad Company Right of Way. Also Except part of the Northeast 1/4 of Section 9, Town 7 North, Range 7 East, City of Flint, Genesee County, Michigan, described as BEGINNING at the Intersection of the Northerly line of Robert T. Longway Boulevard (previously referred to as Kearsley Street), with the Easterly line of Averill Avenue, said point being N01°29'W along the North and South 1/4 line, 33.0 feet and N87°52'E, 40.0 feet from the interior 1/4 corner of said Section 9; Thence N01°29'W along said Easterly line, 17.36 feet to the Intersection of said Easterly line of Averill Avenue and the Southerly line of the Grand Trunk Western Railroad Right of Way; Thence N89°26'E along said Southerly line, 10.0 feet; Thence S62°18'42"E, 34.40 feet to the Northerly line of Robert T. Longway Boulevard; Thence S87°52'W along said Northerly line, 40.0 feet to the POINT OF BEGINNING.

LEASE AREA 1 – Genesee Packaging, Inc. 215,000sf

Land over the above described Parcel B, being part of the Northeast 1/4 of Section 9, Town 7 North, Range 7 East, City of Flint, Genesee County, Michigan, more particularly described as: Commencing at the North 1/4 Corner of said Section 9; thence along the North line of said Section 9, S89°05'51"E, 40.00 feet; thence S00°44'47"W, 40.00 feet to the Intersection of the South line of Davison Road (40 foot half width - public) and the East line of N Averill Avenue (80 foot wide - public); thence along said East line S00°44'47"W, 1281.89 feet to the Northwest corner of said Parcel B; thence continuing along said East line, also being the West line of said Parcel B, S00°44'47"W, 758.22 feet; thence S88°23'50"E, 118.00 feet to the POINT OF BEGINNING; thence continuing S88°23'50"E, 483.15 feet; thence N01°36'10"E, 59.98 feet; thence S88°23'50"E, 99.65 feet; thence N01°36'10"E, 6.89 feet; thence S88°23'50"E, 138.26 feet; thence S01°36'10"W, 18.85 feet; thence S88°23'50"E, 83.60 feet; thence S01°36'10"W, 288.64 feet; thence N88°23'50"W, 804.67 feet; thence N01°36'10"E, 240.63 feet to the POINT OF BEGINNING. Containing ±212,863 square feet of land.

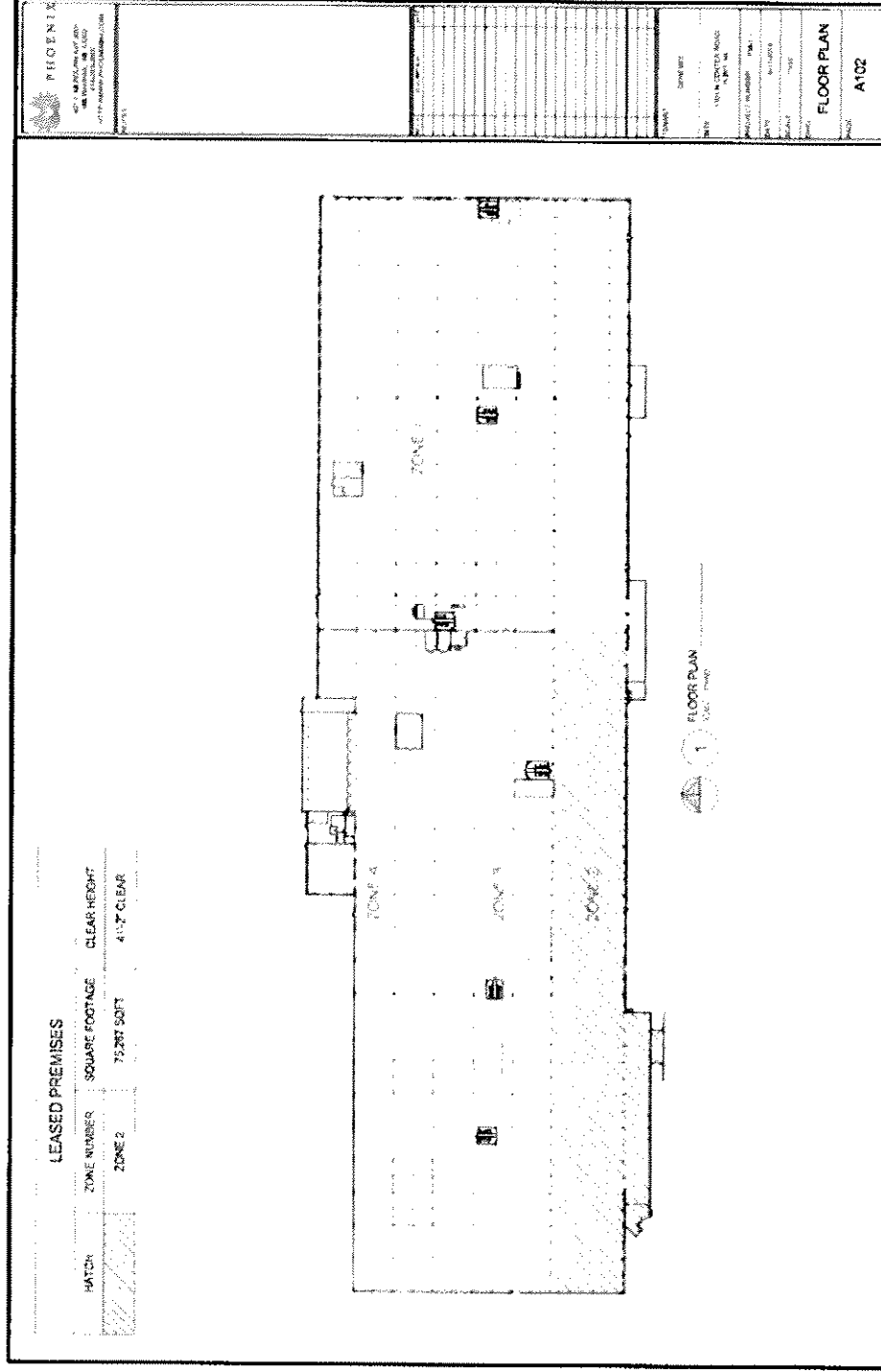
LEASE AREA 2 – Genesee Packaging, Inc. 75,267sf

Land over the above described Parcel B, being part of the Northeast 1/4 of Section 9, Town 7 North, Range 7 East, City of Flint, Genesee County, Michigan, more particularly described as: Commencing at the North 1/4 Corner of said Section 9; thence along the North line of said Section 9, S89°05'51"E, 40.00 feet; thence S00°44'47"W, 40.00 feet to the Intersection of the South line of Davison Road (40 foot half width - public) and the East line of N Averill Avenue (80 foot wide - public); thence along said East line S00°44'47"W, 1281.89 feet to the Northwest corner of said Parcel B; thence continuing along said East

line, also being the West line of said Parcel B, S00°44'47"W, 758.22 feet; thence S88°23'50"E, 118.00 feet; thence S01°36'10"W, 240.63 feet to the POINT OF BEGINNING; thence S88°23'50"E, 804.67 feet; thence S01°36'10"W, 91.32 feet; thence N88°23'50"W, 804.67 feet; thence N01°36'10"E, 91.32 feet to the POINT OF BEGINNING. Containing ±73,486 square feet of land.

EXHIBIT A

SITE PLAN OF PREMISES



[Exhibit A to Lease by and between Phoenix Flint, LLC and Genesee Packaging, Inc. for certain premises located at 1101 N. Center Road in Flint, Michigan]

RESOLUTION REVIEW FORM

FROM: DCED/- GRD
Department/Author

DATE
NO.

March 21, 2019
19-8059
Law Office Login #

RESOLUTION NAME: **Resolution Setting Hearing Date to Consider Approval of an Industrial Facilities
Exemption Application for Genesee Packaging, Inc. Zones 2**

Date In: _____

1. RESOLUTION REVIEW - PLANNING AND DEVELOPMENT DIRECTOR

By: Suzanne Wilcox 
Planning and Development Director

DATE: 4/9/19
(Date)

Date In: _____

2. RESOLUTION REVIEW - LEGAL

The attached RESOLUTION is submitted to the Legal Department for Approval as to FORM ONLY.
The Legal Department has reviewed the RESOLUTION as to Form on 4-9-19, and by signing
this form approves as to FORM ONLY. (Date)

By: 
Legal Officer

DATE: 4-9-19

190149

Resolution No.: _____

Presented: 4-17-2019

Adopted: _____

Resolution Setting Hearing Date to Consider Approval of an Industrial Facilities Exemption Application for Genesee Packaging, Inc. Zone 3 & 4
(1101 N. Center Road, Zones 3 & 4 – P.A. 198 of 1974, as amended)

By the Mayor:

On the 25th day of February 2019, a Plant Rehabilitation District was established on the property legally described in the *Attachment* and commonly known as 1101 N. Center Road, Zones 3 & 4.

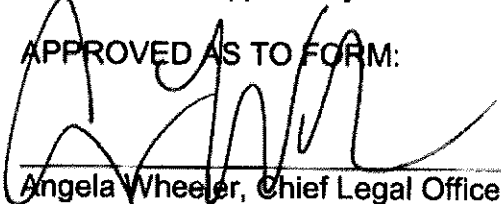
Owners/tenants of said property filed with the City Clerk of the City of Flint, an application for an Industrial Facilities Exemption Certificate for real property located within the previously established and legally described Plant Rehabilitation District.

Before acting upon said application, the local governing body is required by State Statute to afford the applicant, the City Assessor and representatives of any taxing units, which may be affected, an opportunity for a hearing thereon.

IT IS RESOLVED that such a hearing to consider an Industrial Facilities Exemption Certificate (P.A. 198 of 1974, as amended) for Genesee Packaging, Inc., shall be held on May 13, 2019 at 5:30 p.m. in the City Council Chamber of Flint City Hall, 1101 S. Saginaw Street, Flint, Michigan, and the City Clerk shall cause notice of such hearing to be published in an official paper of general circulation not less than ten (10) days prior to said hearing.

RESOLVED, that at said hearing, the above referred to and any other interested parties shall have the opportunity to be heard relative to said application.

APPROVED AS TO FORM:


Angela Wheeler, Chief Legal Officer

ADMINISTRATION


Dr. Karen W. Weaver, Mayor

CITY COUNCIL

Herbert J. Winfrey, President

RESOLUTION STAFF REVIEW FORM

DATE – April 1, 2019

Agenda Item Title:

1. Resolution Setting Hearing Date to Consider Approval of an Industrial Facilities Exemption Application for Genesee Packaging, Inc. Zones 3 & 4 (1101 N. Center Road, Zones 3 & 4 – P.A. 198 of 1974, as amended)
2. Resolution to Consider the Approval of an Industrial Facilities Exemption Application for Genesee Packaging, Inc. Zones 3 & 4 (1101 N. Center Rd., Zones 3 & 4 – P.A. 198 of 1974, as amended)

Prepared By

Department of Planning and Development - Community and Economic Development Division

Background/Summary of Proposed Action:

These resolutions are to 1.) set a public hearing date on which to allow for public comments on the application for an Industrial Facilities Exemption Application for Zones 3 & 4, and 2.) subsequent approval of the application.

Genesee Packaging, Inc. (GPI) proposes to move its Dort Hwy operations and a portion of its North Street operations to occupy space at the facility located on 78 acres at 1101 N. Center Road, a building formerly housing Delphi East operations. While the entire facility is 550,000 sq. ft., GPI has leased 290,267 sf of the building for office use, warehousing, distribution and its packaging operations. The new location will allow for the expansion of existing operations. The interior of the space will be fully restored to accommodate GPI's operations at a cost of approximately \$9.7M.

Lease Zone 2	75,267 sq. ft.
Lease Zones 3 & 4	<u>215,000</u> sq. ft.
Total sq. ft.	290,267 sq. ft.

GPI will retain approximately 115 jobs and expects to create another 100 jobs at the new location at 1101 N. Center Road. The plant rehab district for GPI's operations was established on February 25, 2019, after a public hearing was held. The exemption term will be 62 months, commensurate with the term of GPI's lease with the owner of the facility. GPI will have an option to extend the term of the exemption contingent upon meeting certain conditions as listed in the approval resolution.

Genesee Packaging, Inc. was founded in Flint, MI in 1979 by Willie Artis, to provide contract packaging to the automotive industry, and supply various corrugated products.

Financial Implications:

Final approval of the application by the State Treasury and issuance of an Industrial Facilities Exemption Certificate to the applicant provides a tax benefit to the applicant in that the taxable value of the building will be frozen for the duration of the certificate.

Budgeted Expenditure: Yes X No **Please explain, if no:**

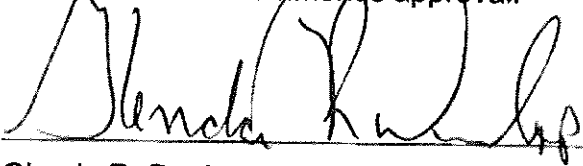
Account #: Reviewed and approved by C. Dotson N/A
Date

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

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

Staff Recommendation:

Administration recommends approval.



Glenda R. Dunlap
Program Manager

1101 N. CENTER ROAD – LEGAL DESCRIPTIONS

PROPERTY

Parcel B:

The South 1/2 of the Northeast 1/4 of Section 9, Town 7 North, Range 7 East, City of Flint, Genesee County, Michigan, Except that part owned and occupied by the Grand Trunk Railway Company. Also Except the West 40 feet of the South 1/2 of the Northeast 1/4 of Section 9, Town 7 North, Range 7 East, lying North of the Grand Trunk Western Railroad Company right of way, and Also Except the West 40 feet of the South 1/2 of the Northeast 1/4 of Section 9, Town 7 North, Range 7 East, lying South of the Grand Trunk Western Railroad Company Right of Way. Also Except part of the Northeast 1/4 of Section 9, Town 7 North, Range 7 East, City of Flint, Genesee County, Michigan, described as BEGINNING at the intersection of the Northerly line of Robert T. Longway Boulevard (previously referred to as Kearsley Street), with the Easterly line of Averill Avenue, said point being N01°29'W along the North and South 1/4 line, 33.0 feet and N87°52'E, 40.0 feet from the Interior 1/4 corner of said Section 9; Thence N01°29'W along said Easterly line, 17.36 feet to the intersection of said Easterly line of Averill Avenue and the Southerly line of the Grand Trunk Western Railroad Right of Way; Thence N89°26'E along said Southerly line, 10.0 feet; Thence S62°18'42"E, 34.40 feet to the Northerly line of Robert T. Longway Boulevard; Thence S87°52'W along said Northerly line, 40.0 feet to the POINT OF BEGINNING.

LEASE AREA 1 – Genesee Packaging, Inc. 215,000sf

Land over the above described Parcel B, being part of the Northeast 1/4 of Section 9, Town 7 North, Range 7 East, City of Flint, Genesee County, Michigan, more particularly described as: Commencing at the North 1/4 Corner of said Section 9; thence along the North line of said Section 9, S89°05'51"E, 40.00 feet; thence S00°44'47"W, 40.00 feet to the intersection of the South line of Davison Road (40 foot half width - public) and the East line of N Averill Avenue (80 foot wide - public); thence along said East line S00°44'47"W, 1281.89 feet to the Northwest corner of said Parcel B; thence continuing along said East line, also being the West line of said Parcel B, S00°44'47"W, 758.22 feet; thence S88°23'50"E, 118.00 feet to the POINT OF BEGINNING; thence continuing S88°23'50"E, 483.15 feet; thence N01°36'10"E, 59.98 feet; thence S88°23'50"E, 99.65 feet; thence N01°36'10"E, 6.89 feet; thence S88°23'50"E, 138.26 feet; thence S01°36'10"W, 18.85 feet; thence S88°23'50"E, 83.60 feet; thence S01°36'10"W, 288.64 feet; thence N88°23'50"W, 804.67 feet; thence N01°36'10"E, 240.63 feet to the POINT OF BEGINNING. Containing ±212,863 square feet of land.

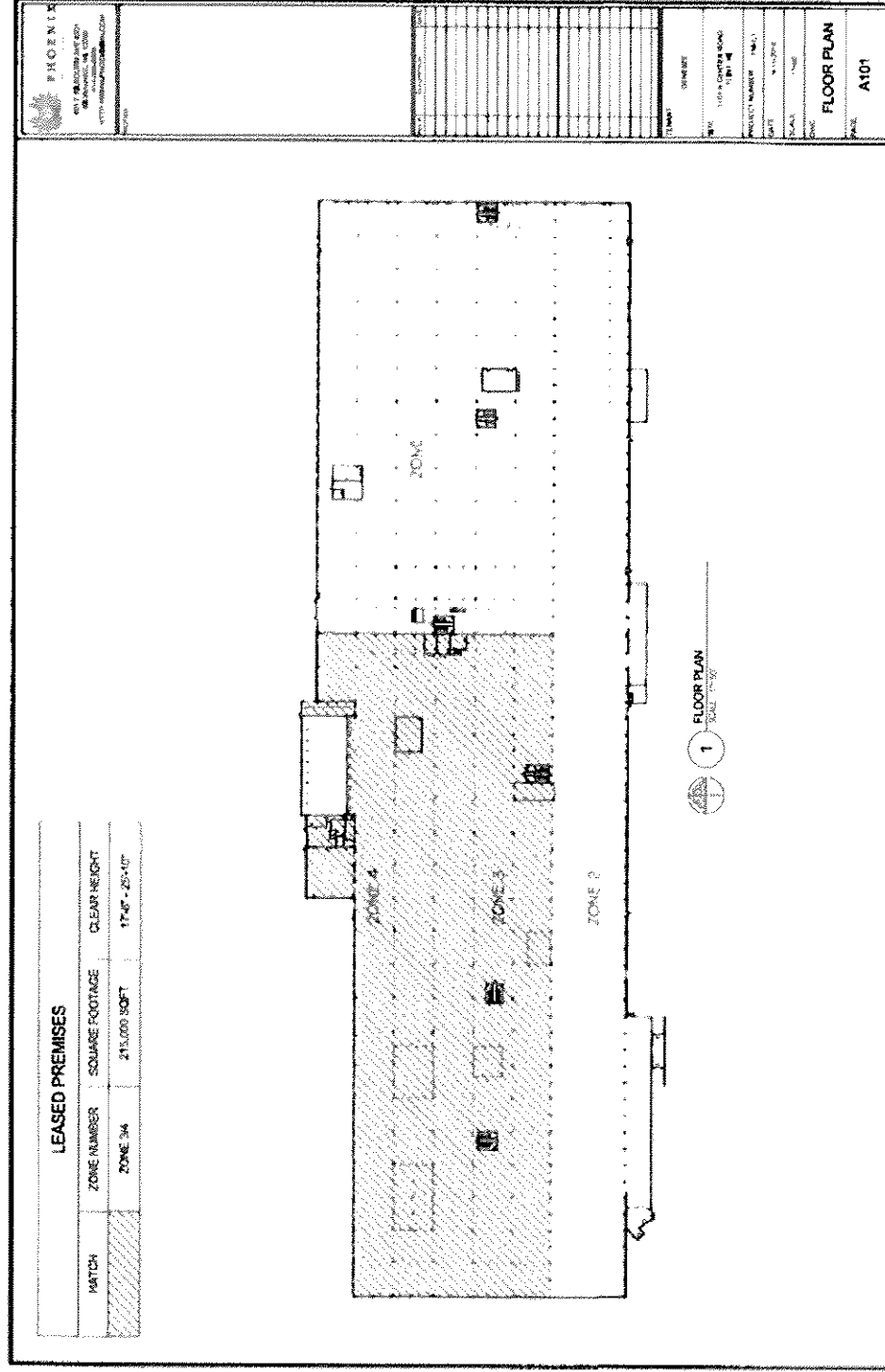
LEASE AREA 2 – Genesee Packaging, Inc. 75,267sf

Land over the above described Parcel B, being part of the Northeast 1/4 of Section 9, Town 7 North, Range 7 East, City of Flint, Genesee County, Michigan, more particularly described as: Commencing at the North 1/4 Corner of said Section 9; thence along the North line of said Section 9, S89°05'51"E, 40.00 feet; thence S00°44'47"W, 40.00 feet to the intersection of the South line of Davison Road (40 foot half width - public) and the East line of N Averill Avenue (80 foot wide - public); thence along said East line S00°44'47"W, 1281.89 feet to the Northwest corner of said Parcel B; thence continuing along said East

line, also being the West line of said Parcel B, S00°44'47"W, 758.22 feet; thence S88°23'50"E, 118.00 feet; thence S01°36'10"W, 240.63 feet to the POINT OF BEGINNING; thence S88°23'50"E, 804.67 feet; thence S01°36'10"W, 91.32 feet; thence N88°23'50"W, 804.67 feet; thence N01°36'10"E, 91.32 feet to the POINT OF BEGINNING. Containing ±73,486 square feet of land.

EXHIBIT A

SITE PLAN OF PREMISES



[Exhibit A to Lease by and between Phoenix Flint, LLC and Genesee Packaging, Inc. for certain premises located at 1101 N. Center Road in Flint, Michigan]

RESOLUTION REVIEW FORM

FROM: DCED/- GRD
Department/Author

DATE
NO.

4-9-19
19-8057
Law Office LogIn #

RESOLUTION NAME:

**Resolution Setting Hearing Date to Consider Approval of an Industrial Facilities
Exemption Application for Genesee Packaging, Inc. Zones 3 & 4**

Date In:

1. RESOLUTION REVIEW - PLANNING AND DEVELOPMENT DIRECTOR

By: Suzanne Wilcox
Planning and Development Director

DATE: 4/9/19
(Date)

Date In:

2. RESOLUTION REVIEW - LEGAL

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 this form approves as to FORM ONLY.

4/9/19, and by signing
(Date)

By:
Legal Officer

DATE:

4-9-19

190144

SUBMISSION NO.: _____

PRESENTED: 4-17-19

ADOPTED: _____

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

BY THE MAYOR:

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

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

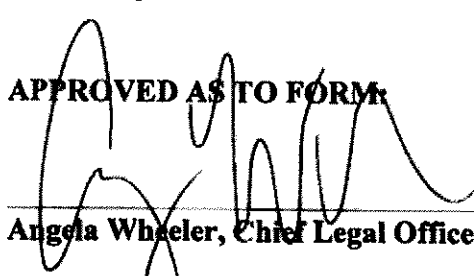
The Genesee County Sheriff currently operates the holding facility. The City and the Sheriff have agreed to the terms of a contract for the Sheriff to continue operating the facility. Pursuant to that agreement, the Sheriff will operate the Flint Holding Facility for a contract price not-to-exceed \$2,608,152.00;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

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

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


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

APPROVED AS TO FORM:


Angela Wheeler, Chief Legal Officer


Tamar Lewis, Deputy Finance Director

FOR THE CITY OF FLINT:


Steve Branch, City Administrator

CITY COUNCIL:


Herbert J. Winfrey, City Council President

RESOLUTION STAFF REVIEW FORM

DATE: 04/08/19

Agenda Item Title: Genesee County Holding Facility Services

Prepared By: Rick Johnson, Police Financial Coordinator

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

Financial Implications: Funded by the State of Michigan.

Budgeted Expenditure: Yes X No Please explain, if no:

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

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

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

Staff Recommendation: Recommend Approval

Staff Person:


Timothy Johnson, Chief of Police

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

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

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

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

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

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

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

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

Invoices shall be submitted to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE PAGE FOLLOWS

**HOLDING FACILITY CONTRACT 2018-19
SIGNATURE PAGE**

COUNTY OF GENESEE:

Ted Henry, Chairperson
Genesee County Board of Commissioners

Date

Robert J. Pickell, Sheriff

Date

CITY OF FLINT, a Michigan Municipal Corp.:

Dr. Karen W. Weaver, Mayor

Date

APPROVED AS TO FORM:

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

Date

Angela Wheeler
Chief Legal Officer

Date

190158

RESOLUTION NO.: CA9062019

PRESENTED: 4-18-19

ADOPTED: _____

**RESOLUTION TO APPROVE SETTLEMENT OF DAVID HOWARD, U.S.
BANKRUPTCY COURT NO. 18-32956**

BY THE CITY ADMINISTRATOR:

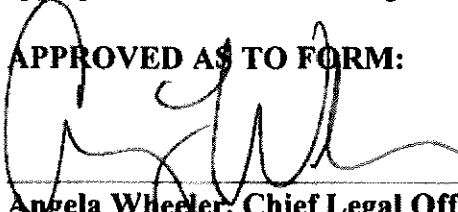
Executive Session was requested in this matter on March 25, 2019; and

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

All parties have agreed to settlement in this matter in the amount of \$1,000.00; and

IT IS RESOLVED that the City Administrator hereby authorizes settlement in the matter of *David Howard, U.S. Bankruptcy Court No. 18-32956*, in the amount of \$1,000.00, in satisfaction of any and all claims arising out of said matter. Payment shall be drawn from appropriated funds in the Litigation and Suits line item 677-266.200-956.300.

APPROVED AS TO FORM:


Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:


Tamar Lewis, Deputy Finance Director

FOR THE CITY OF FLINT:


Steve Branch, City Administrator

APPROVED BY CITY COUNCIL:

Herbert Winfrey, City Council President

Resolution Routing

TO: Resolution Signatories
FROM: **Law Department**
SUBJECT: RESOLUTION FOR APPROVAL

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

Date recorded: 4/17/2019

19-8060

All documents should be reviewed within three working days after receipt by your office.

Settlement Howard

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

Review and Approval:	IN	OUT	<u>Approval</u>
1. City Attorney (Form Only):		4/17/2019	
2. Finance			
3. Mayor			

Please call Jennifer at ex. 2082

190159

ORDINANCE NO. _____

APPROVED AS TO FORM:

An Ordinance to amend the Flint City Code of Ordinances by adopting Article VI Chapter 35, Personnel; Section 35-112.14, Adoption-Job Description and Qualifications-Ombudsperson.

Angela Wheeler, City Attorney

IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF FLINT:

Sec. 112. That Section 35-112 of the Code of the City of Flint shall be amended as follows.

ARTICLE VI. PERSONNEL CODE

§ 35-112.14 ADOPTION – JOB DESCRIPTION AND QUALIFICATIONS OMBUDSPERSON

Pursuant to the provisions of Flint City Charter 1-501(B), the job description and qualifications are hereby adopted by reference **AND ATTACHED HERETO.**

Sec. 2. This ordinance shall become effective immediately upon publication.

Adopted this _____ day of

_____ A.D., 2019.

Karen W. Weaver, Mayor

Inez M. Brown, City Clerk

City of Flint
Position Description

OMBUDSPERSON

GENERAL STATEMENT OF DUTIES

Receives and initiates investigations of complaints, concerns, reports and issues arising under the ethics provisions of the City of Flint Charter, from any person against public servants and City of Flint agencies for failure to adequately perform services as required by the City of Flint Charter, ordinances, regulations and policies; and for dereliction of duty and/or misconduct in office by public servants.

SALARY

\$70,817.7600

SUPERVISION RECEIVED

The Ombudsperson is an at-will position appointed by and serving at the will of the City of Flint Ethics and Accountability Board.

SUPERVISION EXERCISED

Exercises supervision over professional and clerical staff of the Ombudsperson's office.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Establish rules for receiving and processing complaints, conducting investigations, hearings, and reporting findings;
2. Provide an informal internal avenue for resolution of complaints, and attempts to resolve issues in lieu of formal proceedings;
3. Must possess a high level of integrity;
4. Handles all inquiries, complaints, investigations, etc. in a professional and confidential manner;
5. Works to promote a relationship of trust and cooperation;
6. May subpoena witnesses, administer oaths, take testimony, and require production of evidence relevant to a matter under investigation;
7. May delegate in writing to a member of his/her staff the power to administer oaths and take testimony;
8. Provides an annual public report on complaints received and actions taken by the Ombudsperson's office.

MINIMUM ENTRANCE REQUIREMENTS

- A. Bachelor's Degree from an accredited college or university in Public Administration, Dispute Resolution, Psychology, Social Work, Human Services, or related field. Master's Degree preferred;
- B. Five years of experience in municipal or state government;
- C. Ability and willingness to work with both legislative and executive branches of government;
- D. Knowledge of pertinent laws and regulations;
- E. Five years of experience in counseling and/or alternative dispute resolution (examples: Mediation, Negotiations);
- F. Demonstrated investigative and analytical skills;
- G. Demonstrated ability to manage multiple tasks, in a professional and timely manner;
- H. Strong professional, civic or community service background;
- I. Demonstrated ability to supervise the staff of the office of the Ombudsperson; and
- K. Computer literate with excellent written and oral communication skills.

NECESSARY SPECIAL REQUIREMENTS

- A. Must pass a required criminal background check;
- B. Must pass a required drug test;

- C. No person shall be eligible to appointment to the office of Ombudsperson who has held any elective City office within two (2) years prior to the time of appointment;
- D. Upon acceptance of the position of Ombudsperson, the Ombudsperson cannot hold any office of trust or profit other than that of Ombudsperson or engage in any occupation for profit outside the duties of the Ombudsperson; and
- E. Upon acceptance of this position, the Ombudsperson, must operate and perform her/his duties in accordance with the United States Ombudsman Association Governmental Ombudsman Standards, and the City of Flint Personnel Rules policies and regulations.

PHYSICAL DEMANDS

While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to walk; use hands to finger, handle or feel objects, tools or controls; and reach with hands and arms. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus. The noise level in the work environment is usually quiet.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

APPLICATION PROCESS

You must meet the minimum entrance requirements and attach supporting documentation to be considered for employment.

A formal application packet, including (1) a resume, (2) a writing sample (of at least 2 pages in length), and (3) an application must be completed and submitted electronically through the City of Flint's website for consideration. Please be sure to complete the application in full. Writing samples and resumes may be uploaded with your application, but will not be accepted in lieu of a fully completed application and will not be considered for qualifying credit. Such statements as: "see resume" or "see attachment", will not be accepted. Failure to supply required documentation (i.e. transcripts, driver's license, etc.) will result in disqualification for consideration. **Applications are available at www.cityofflint.com.** Phone calls, letters of interest, or other contacts will not be accepted or considered as a formal application or in compliance with the application process.

ALL questions regarding the position of Ombudsperson and/or the submission of an application, MUST be directed solely to the Human Resources and Labor Relations Department (HRLR). The HRLR Department can be reached by email at hr@cityofflint.com.