

# **City of Flint, Michigan**

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



## **Meeting Agenda - Final**

**Monday, May 13, 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.*

## PUBLIC SPEAKING

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

## RESOLUTIONS

**190123** Lease Agreement/City of Flint/Zero Mass Water, Inc.

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

## APPOINTMENTS

*[NOTE: Amended resolutions for Appointments No. 190175 and 190176 are expected from the Administration.]*

**190175** Appointment/Historic District Commission/Joseph Schipani/Ward 5

Resolution resolving that city officials approve the appointment of Joseph Schipani (703 Mason Street, Flint, MI 48503) to serve a three-year term on the Historic District Commission, expiring April 22, 2022.

**190176** Appointment/Historic District Commission/Kurt Neiswender/Ward 7

Resolution resolving that city officials approve the appointment of Kurt Neiswender (801 Maxine Street, Flint, MI 48503) to serve a three-year term on the Historic District Commission, expiring April 22, 2022.

## ORDINANCES

## DISCUSSION ITEMS

**190164** Ethics and Accountability Board By-Laws

A discussion item as requested by City Attorney Angela Wheeler to discuss a new ordinance regarding Ethics and Accountability Board By-Laws. [Referral Action Date: 4/17/2019 @ Finance Committee Meeting.]

## ADDITIONAL COUNCIL DISCUSSION

## ADJOURNMENT

190123

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

PRESENTED: 4-4-19

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

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

**BY THE MAYOR:**

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

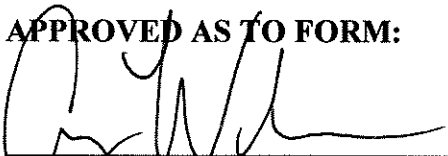
**WHEREAS,** the Hydropanels are to be installed pursuant to the terms of the lease.

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


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

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

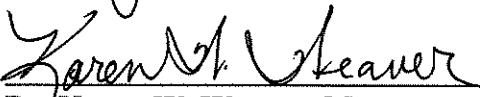
**APPROVED AS TO FORM:**

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

**APPROVED AS TO FINANCE:**

  
\_\_\_\_\_  
Hughey Newsome, Chief Financial Officer

**FOR THE CITY OF FLINT:**

  
\_\_\_\_\_  
Dr. Karen W. Weaver, Mayor

**APPROVED BY CITY COUNCIL:**

\_\_\_\_\_  
Herbert Winfrey, City Council President

## LEASE

This Lease Agreement (this "Lease") entered into and made on the \_\_\_ day of May, 2019 (the "Effective Date"), between City of Flint, Michigan, a municipality in the state of Michigan, with its principal office located at 1101 S. Saginaw Street, Flint, Michigan ("City") and Zero Mass Water Michigan, LLC, a limited liability company organized and existing under the laws of the state of Arizona, with its principal office located at 6500 E. McDowell Rd., Scottsdale, AZ 85257 ("Zero Mass") (Zero Mass and City are collectively referred to in this Lease as "Parties" and each a "Party").

## RECITALS

WHEREAS, City is the sole owner of certain land (the "Premises") which was formerly part of the City of Flint Water Treatment Plant located in Flint, Michigan;

WHEREAS, Zero Mass desires to utilize certain designated portions of the Land (such portions more specifically described in Exhibit A to this Lease and collectively referred to in this Lease as the "Premises") to produce bottled water utilizing SOURCE™ Hydropanels, an innovative technology owned by Zero Mass that is free of infrastructure and provides clean, safe, high quality, renewable drinking water in a variety of applications ("Hydropanels" and each a "Hydropanel").

WHEREAS, the Parties desire to enter into this Lease for the Premises to define their respective rights and obligations in connection with Zero Mass's occupancy of the Premises;

NOW, THEREFORE, for and in consideration of the mutual covenants contained in this agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Demise and Description of Premises/Option for Additional Premises.** City hereby leases to Zero Mass the portion of the Premises comprised of approximately one acre of land, which is more specifically described and depicted in Exhibit A to this Lease ("Parcel #1"). Zero Mass will also have an option and right of first refusal to lease up to nine (9) additional one-acre portions of the Premises, which shall be referred to in this Lease as Parcel #2, Parcel #3, Parcel #4, Parcel #5, Parcel #6, Parcel #7, Parcel #8, Parcel #9, and Parcel #10 (each a "Parcel" and collectively with Parcel #1, the "Parcels"). Parcels #2 through #10 will be selected by Zero Mass from within the areas of the Premises more specifically described and depicted in Exhibit A to this Lease, subject to any local, state, federal or other regulatory compliance obligations by the City (the "Option Areas"). In the event Zero Mass determines it desires to lease any or all of Parcels #2 through Parcel #10 at any time during the Term, it shall provide City with 90-day prior written notice exercising its option to lease any or all of Parcel #2 through Parcel #10, and on or before 90 days after such written notice, City agrees to surrender and lease such Parcels to Zero Mass under the terms set forth in this Lease. In the event City receives an offer to lease any land within the Option Areas, Zero Mass shall have a right of first refusal to lease the Parcels within such Option Areas on the terms contained in this Lease. City shall provide Zero Mass with a written notice of any such third-party offer within 14 business days of City's receipt of the offer. Zero Mass shall have 30 days from receipt of City's notice to exercise its right of first refusal. If Zero Mass exercises its right of first refusal with respect to any such Parcel, City shall surrender and lease such Parcels to Zero Mass under the terms set forth in this Lease within 90 days after Zero Mass exercises its right of first refusal. In the event Zero Mass does not exercise its right of first refusal, City can accept the third-party offer, subject to Ordinance 3865, and if any Parcels are leased to such third party, Zero Mass shall no longer have rights to lease any Parcel so leased. The right of first refusal shall expire five years from the Effective Date. The specific legal description of Parcels #1 through Parcels #10 will be completed by a surveyor engaged by City, and within 30 days of the Effective Date, such surveyor shall assign Parcel Identification Numbers to each Parcel. Zero Mass shall reimburse City for the cost of such survey.

2. **Term.** The term of the Lease shall be five (5) years from the Effective Date (the "Initial Term"), unless terminated sooner in accordance with the provisions of this Lease. After the expiration of the Initial Term and provided that the use of the Premises continues to comply with all city, state, and federal laws, regulations, and ordinances, Tenant shall have the right to renew this Lease for one additional five (5)-year term (the "Renewal Term") by providing written notice of such desire to renew no later than ninety (90) days prior to the expiration of the Initial Term. As used herein, "Term" shall refer to the then-current duration during which this Lease is in full force and effect, including the Initial Term and the Renewal Term, if applicable.

3. **Rent.** During the term of this Lease, Zero Mass shall pay to City rent of \$750 per month for each Parcel then currently leased by Zero Mass (the "Monthly Rent"). Monthly Rent shall be payable on the 15<sup>th</sup> of each month beginning with the month following the Effective Date and for each month thereafter during the Term. Monthly Rent checks shall be made payable to the City of Flint and mailed to the City of Flint Finance Department, 1101 S. Saginaw Street, Flint, Michigan or to such other address as City shall notify Zero Mass of in writing at 6500 E. McDowell Rd., Scottsdale, AZ 85257.
4. **Permitted Use of Premises.** The Premises are to be used for the purpose of installing and operating a large-scale array of Source™Hydropanels . More specifically, Zero Mass will (1) install and operate a large-scale array of approximately 1000 Hydropanels on unshaded land on the Premises (the "Source™ Field"); (2) dig the requisite trenches and install the requisite piping and storage tanks on the Premises for the purpose of transporting the water produced by the Source Field to its bottler;, all of which is graphically depicted in Exhibit B (including the specific location of the Source Field and the trenches and piping, Zero Mass shall restrict its use to such purposes and shall not use or permit the use of the Premises for any other purpose without the prior written consent of City. Zero Mass will demise, relocate, build and/or install fencing on the Premises to demarcate the perimeter of the Source™ Field and related equipment, all of which is also depicted on Exhibit B, subject to City approval and appropriate permitting as establishing by Federal, State and local laws and ordinances.
5. **Restrictions on Use.** Zero Mass shall not keep, use, or sell anything prohibited by any insurance policy covering the Premises or prohibiting by State Federal and local laws and ordinances and shall comply with all requirements of any such insurance policies. Zero Mass shall not use or allow the Premises to be used for any unlawful purpose or use not previously approved by the City.
6. **Utilities.** Zero Mass shall arrange and pay for the pro rata portion of any utilities furnished to the Premises and utilized by Zero Mass for the term of the Lease, including but not limited to electricity, gas, water, or sewer..
7. **Repairs and Maintenance.** Zero Mass shall maintain the Premises and keep them in good repair at its expense. City shall maintain and keep in good repair at its expense all areas of the Land that are outside the Premises then -currently leased by Zero Mass.
8. **Delivery and Surrender of Premises.** City represents that the Premises are in fit condition for use by Zero Mass. Zero Mass shall surrender the Premises at the end of the Term in the same condition as when Zero Mass took possession, allowing for reasonable use and wear, and damage by acts of God, including storms. Before surrender, Zero Mass shall remove all business signs placed on the Premises by Zero Mass and restore the portion of the Premises on which they were placed in the same condition as when received.
9. **Full or Partial Destruction of Premises.** If the Premises are fully or partially damaged or destroyed through no fault of Zero Mass, Zero Mass shall have the right to terminate this Lease. If Zero Mass does not elect to terminate the Lease, City shall be obligated to repair or replace the Premises during a period not to exceed 180 days following the damage or destruction, except for damage by acts of God, including storms. If City is unable to repair or replace the Premises within such 180-day period, Zero Mass may elect to terminate the lease upon the expiration of the 180-day period. During the period City is repairing or replacing any portion of the Premises, rent will be reduced proportionate with the portion of the Premises that are not usable by Zero Mass during such period.
10. **Entry on Premises by City.** City reserves the right to enter on the Premises at commercially reasonable times to inspect them, perform required maintenance and repairs, or to make additions, alterations, or modifications to any part of the Land, and Zero Mass shall permit City to do so. City may erect scaffolding, fences, and similar structures, post relevant notices, and place moveable equipment in connection with making alterations, additions, or repairs that are necessary in the reasonable business judgment of City, all without incurring liability to Zero Mass for disturbance of quiet enjoyment of the Premises.
11. **Signs, Awnings, and Marquees Installed by Zero Mass.** Zero Mass shall not construct or place signs, awnings, marquees, or other structures without the prior, express, and written consent of City. If Zero Mass fails to remove such signs, displays, advertisements, or decorations within thirty (30) days after receiving written notice from City to remove them, City reserves the right to enter the Premises and remove them at the expense of Zero Mass.

12. **Liability/Indemnification.** Neither Party shall be responsible for any losses, damages, or claims arising out of this Lease or Zero Mass's occupation of the Premises. To the extent such losses, damages, or claims are caused by (A) the negligence or willful misconduct of the other Party, or (B) the breach of this Lease by the other Party, and to the extent permitted by law, each Party shall indemnify the other Party for any losses, claims, or damages caused by its own negligence, willful misconduct, or breach of this Lease.

13. **Liability Insurance.** Zero Mass shall maintain the following insurance policies: (A) commercial general liability insurance against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with Zero Mass's occupancy of the Premises, containing minimum liability protection of One Million Dollars (\$1,000,000.00) combined single limit per occurrence, and Two Million Dollars (\$2,000,000.00) in the aggregate ; (B) worker's compensation insurance and employer's liability insurance as required by law; and (3) insurance against fire and such other risks including, but not limited to, a standard "All Risk" policy of property insurance protecting against all risk of physical loss or damage, including without limitation, sprinkler leakage coverage in amounts not less than the actual replacement cost, covering all of Zero Mass's equipment, furnishings, and all items of personal property. City shall maintain insurance covering the Premises in the amount deemed necessary by the City.

14. **Assignment, Sublease or License.** Neither Party shall assign or sublease the Premises, or any right or privilege connected with the Premises, or allow any other person except agents and employees of Zero Mass to occupy the Premises or any part of the Premises without first obtaining the written consent of City, which shall not be unreasonably withheld. . Any unauthorized assignment, sublease, or license to occupy by Zero Mass shall be void and of no force and effect.

15. **Termination.** Any party claiming a default of any provision of this Lease shall provide written notice to the defaulting Party, providing sufficient information to fully advise the defaulting Party of the nature and circumstances of the claimed default. The defaulting party shall then have 30 days from such written notice to cure the claimed default. If the default is not cured within 30 days, the non-defaulting Party may terminate this Lease. In the event either party determines in its reasonable discretion that the Source™ Field is not in compliance with all local, state, and federal regulations, or in any way poses a risk to public health and safety, such Party may terminate this Agreement with 60 days' written notice may terminate this Agreement.

16. **Applicable Law.** This Agreement and all related disputes shall be governed by and interpreted in accordance with the laws of the State of Michigan.

17. **Arbitration.** Zero Mass agrees that for all claims, disputes, and other matters arising out of or relating to this agreement, Zero Mass must request the City's consent to arbitrate within 60 days from the date Zero Mass 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 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 Zero Mass whether it agrees to arbitrate. If the City does not consent, Zero Mass may proceed with an action in a court of competent jurisdiction within the State of Michigan. 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 unanimous decision of the three arbitrators 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) This provision shall survive the expiration or termination of this Agreement in perpetuity.

(e) NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, AND TO THE EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR ANY LOSS OF PROFITS, LOSS, OR INTERRUPTION OF BUSINESS, OR LOSS OF USE OR DATA, IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18. **Force Majeure.** Subject to section 17(B) below, neither Party to this Lease shall be in breach of this Lease or responsible for damages caused by delay or failure to perform in full or in part its obligations under this Lease, provided that there is due diligence in attempted performance under the circumstances and that such delay or failure is due to one of the following events of force majeure: fire, earthquake, unusually severe weather, strikes, government sanctioned embargo, flood, act of God, war, terrorism, act (or delay in acting) of any public authority or sovereign government (including government delays in issuing required permits), civil disorder, delay or destruction caused by public carrier, curtailment of transportation facilities or any other similar circumstance substantially beyond the control of the Party to be charged, and which cannot be reasonably forecast or prevented. If the force majeure event continues for a period of six (6) months, then either Party shall have the right to cancel this Lease upon ten (10) days written notice to the other; and (B) Each party agrees to notify the other promptly upon discovery of an event of force majeure, as described above, which may cause a failure or delay in performance under this Lease.

19. **Waivers.** Waiver by City of any breach of any covenant or duty of Zero Mass under this Lease is not a waiver of a breach of any other covenant or duty of Zero Mass, or of any subsequent breach of the same covenant or duty.

20. **Entire Agreement.** This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding upon either party except to the extent incorporated in this Lease.

21. **Modification of Agreement.** Any modification of this Lease or additional obligation assumed by either Party in connection with this Agreement shall be binding only if evidenced in a writing signed by each Party or an authorized representative of each Party.

22. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder will be in writing and will be deemed to have been given and received: (A) when delivered by hand (with written confirmation of receipt); (B) when received by the addressee if sent by a nationally recognized overnight courier (return receipt requested); or (C) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as is specified in a notice given in accordance with this Section 23):

CITY: City Attorney

ZERO MASS:

Law Department

6500 E. McDowell Rd.

1101 S. Saginaw Street

Scottsdale, AZ 85257

Flint, MI 48502

Attn: General Counsel

23. **Severability.** Each section, subsection, term and provision of this Lease, and any portion thereof, shall be considered severable. If any applicable and binding law imposes mandatory, nonwaivable terms or conditions that conflict with a provision of this Lease, the terms or conditions required by such law shall govern to the extent of the inconsistency and supersede the conflicting provision of this Lease.

24. **Whole Agreement:** This 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. This Agreement may be executed by facsimile and in counterparts, all of which, taken together, shall constitute a single agreement.



IN WITNESS WHEREOF, the parties have executed and delivered this Agreement effective on the date stated on the first page above.

ZERO MASS WATER MICHIGAN, LLC

CITY OF FLINT

By:

By:

Its:

Its: Mayor

Approved as to form:

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Angela Wheeler, City Attorney

**EXHIBIT A**

**DESCRIPTION OF PREMISES**

[Insert legal description of Land]

[Insert graphic depiction showing specific intended demarcation of "Premises" on Land]

**EXHIBIT B**  
**DRAWINGS/PLANS FOR SOURCE FIELD**

190175

PRESENTED: 5-8-19

ADOPTED:

DATE:

**RESOLUTION TO APPROVE THE APPOINTMENT OF JOSEPH SCHIPANI  
TO THE FLINT HISTORIC DISTRICT COMMISSION**

**BY THE MAYOR:**

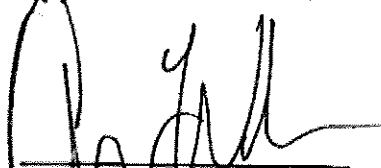
**WHEREAS**, Pursuant to authorization granted in Act 169 of the Public Acts of 1979, MSA 15.1921, the Flint City Council adopted Ordinance XIX, Sec. 2-144 on April 23, 1978 to create a Flint Historic District Commission, and

**WHEREAS**, Joseph Schipani, 703 Mason Street, Flint, MI 48503 in the 5th Ward has requested to serve the Flint Historic District Commission until April 22, 2022, and


**WHEREAS**, Mayor Dr. Karen W. Weaver recommends the appointment of Joseph Schipani, be approved to serve on the Historic District Commission for a three year term, and

**THEREFORE BE IT RESOLVED**, That City officials approve the appointment of Joseph Schipani to serve as a Commissioner for the Flint Historic District Commission for a term that expires April 22, 2022.

**Approved as to Form:**

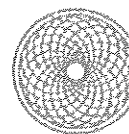
  
\_\_\_\_\_  
Angela Wheeler  
Chief Legal Officer

**Approved by the Mayor:**

  
\_\_\_\_\_  
Dr. Karen W. Weaver  
Mayor

**JOE SCHIPANI**

703 Mason Street  
Flint, MI 48503  
m: 810.820.0275  
joeschipani71@gmail.com



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## **PROFESSIONAL SUMMARY**

*Vision-driven change agent with career-long record of community outreach strategy, program development, and case management success for leading organizations*

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Proven talent for aligning community development strategy and objectives with established grantor relations and program management paradigms to achieve maximum operational impacts with minimum resource expenditures. Growth-focused thought leader with expertise spanning program innovation and implementation, client services, on-site logistics coordination, grant proposals, fundraising strategy, budget allocation, volunteer recruitment and training, audit processes, compliance, strategic grantor relations, reporting, case management, client in-take process and procedures, and project lifecycle management. Exceptionally dedicated professional with keen interpersonal, communication, and organizational skills.

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## **PROFESSIONAL EXPERIENCE**

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COMMUNITY FOUNDATION OF GREATER FLINT, FLINT, MI, SEPTEMBER 2018 TO PRESENT

CONTRACTED, PROJECT ASSISTANT

- Community outreach
- Event planning
- Help gather and organize research

AMPLIFIER INC., FLINT PUBLIC ART PROJECT, FLINT, MI, JANUARY 2016 TO JANUARY 2018

**EXECUTIVE DIRECTOR**

- Administered project objectives across grant opportunities, compose and submit grant applications, controlling and allocating grant funds, reporting and analytics to funders, closed grants, including Federal grants
- Functioned as trusted liaison and consultant with Lawrence Tech University to develop projects in-line with the city's Master Plan
- Sought support through the implementation of a capital campaign, and through outreach to local and national organizations to save the historic Spencer's Funeral home, and to remediate it into an art center.
- Devise, instituted, and supervised modernized policies and procedures for the daily operations; directed the residency house and its programming
- Planned and produced special events such as Art Parades and the Free City Festival; motivated and guided contractors, staff, volunteers, and visiting artists
- Organized accounts payable and receivable
- Overhauled and transformed existing programming, and developed new programs; Afterschool Art Program, the Affirmation Art program, and the Indecide visiting muralist program
- Proactively acquired new community partners, and restructured existing community partners relations
- Employed referral networks to recruit, cultivate, and on-board in coming volunteers
- Bolstered continued professional development in fundraising techniques with the United Way
- Reconciled and forecasted program income and grant budgets
- Championed and standardized the selection process for visiting artists, and assured that each artist had the optimum experience during their residency

FOOD BANK OF EASTERN MICHIGAN, FLINT, MI, JUNE 2017 TO SEPTEMBER 2018

**COMMUNITY OUTREACH COORDINATOR, AMERICORPS VISTA POSITION**

- Source, establish, and strengthen key community partners and stakeholders for mass food, nutrition truck, and produce distributions to aid in resolutions for Flint water crisis
- Acquire, track, and schedule SNAP sites

- 
- Refine and implement bill of landings and tracking produce and water distributions related to the Flint water crisis
  - Author and deliver weekly inventory tracking report updates
  - Systematize and optimize Division to track, bill, and receive inventory
  - Certify adherence and regulated grant parameters to mobilize and monitor food sites
  - Align objectives and bridge communication with individual sites to streamline grant parameters achievement
  - Gather, record, and document program data collection; compose reports to elevate grantor confidence
  - Spearhead and expedite audit program paperwork to ensure compliance with grant parameters

JOLLIP PROPERTIES, FLINT, MI, JANUARY 2015 TO PRESENT

**PROPERTY MANAGER**

- Orchestrate and facilitate interior and exterior property enhancements and upkeep
- Promote communications with Historic Commission for approval on historic property repair and acquiring proper permits
- Bid, negotiate, and secure property maintenance contracts
- Scrutinize, screen and recruit new tenants
- Articulate property's lease agreement and associated move-in documentation with tenants, renew lease agreements, and collect rents

KLAIN AND ASSOCIATES, CHICAGO, IL, 2012 TO 2015

**CLIENT INTAKE SPECIALIST, MARKETING SPECIALIST**

- Demonstrated expertise and understanding of client needs through customized telephone interview evaluations ; conducted comprehensive Intake operations for new clients
- Charted successful employee training materials development
- Strategically incorporated Salesforce to track client progress, and to follow-up with potential clients
- Recognized as subject matter expert in matrices used in Social Security/Disability law

ALL-WEATHER SEAL, INC., BURTON, MI, 2009 TO 2012

**MARKETING SPECIALIST**

- Navigated rapidly evolving market landscapes to create and generate lead pipeline software to secure potential clients
- Maintained events calendar, coordinated event set-up, secured clients facing meetings within regional events
- Revamped contract specifications to expand customer retention margins

MY BROTHER'S KEEPER, FLINT, MI, 2007 TO 2010

**CASE MANAGER**

- Conducted executed intakes and assessments of clients.
- Influenced decision, advocated, and anticipated needs and placement for clients
- Coordinated and acquired donations of money, food, and clothing for guests of the shelter
- Shaped and drove early morning 12-step programs to breakfast facilitation
- Supervised peer-counseling and connected community services opportunities for guests

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## **EDUCATION AND CREDENTIALS**

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### **MASTER OF SCIENCE (M.Sc.) IN PUBLIC ADMINISTRATION, APRIL 2018**

*University of Michigan, Rackham, MI*

### **BACHELOR OF ARTS (B.A.) IN THEATER DESIGN, APRIL 2016**

*University of Michigan, Flint, MI*

*Minor: Substance Abuse Treatment*

### **CERTIFICATIONS**

*Literacy Trainer*

*Fundamentals of Fundraising*

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## **AWARDS AND HONORS**

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- Four Winns – Top Salesman 1999
- Four Winns – Top Salesman 2000

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## **PROFESSIONAL AFFILIATIONS**

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- NSGP Committee Member – Community Foundation of Greater Flint
- Carriage Town Board Member-Vice President  
Received AARP Neighborhood Challenge Grant

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## **VOLUNTEERISM**

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- My Brother's Keeper Christmas Gifts and Dinner.
- Neighborhood Clean Ups throughout the city of Flint
- MLK Day of Service

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## **ADDITIONAL INFORMATION**

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**Languages:** English

**Technical Proficiencies:** Windows, Excel, Power Point, Publisher, Stata, Division, Salesforce, Google Doc, Photoshop

**Interests:** Boating, Scuba Diving, Photography, painting, and writing.

*References available upon request*

### **HDC Experience**

2008- Approvals for 622 North Grand Traverse porch step replacement, roof replacement, and installation of new wood fencing.

2011- Approvals for full rehab of 433 West 4<sup>th</sup> Avenue. The house was an abandoned Land Bank home that had a full restoration through Flint NIPP funding.

2012- Approvals for window replacement and aluminum siding removal to bring back the historical look of the house at 703 Mason Street.

2014- Window replacement at 703 Mason Street

2017- Roof Replacement at 703 Mason Street.

### **Community**

With Flint Public Art Project I have worked with several neighborhoods like Carriage Town, Civic Park, Brownell Holmes, Eastside Neighborhood, Dewey park neighborhood, Ballenger park neighborhood, and several other. Some of the project although temporary needed HDC approval.

### **Education**

2016- University of Michigan-Flint Bachelor degree in theater set and costume design- This degree has given me the proper training to be able to research design styles from different region of the world and time periods to be able to accurately recreate them in a set design. This research has help me understand how to properly restore the multiple historic homes my partner and I have restored.

### **Publications**

I am currently under contract with the History Press working on final edits of a historical book about Flint, that will be release in late summer-early fall of 2019.

I am also under contract with another publisher for a book about the Murals of Flint that will be out late 2019 or early 2020.



**RESOLUTION REVIEW FORM**

FROM: Planning/Zoning  
Division

DATE NO. April 8, 2019  
19-8054  
Law Office Login #

**Resolution to approve the appointment of Joseph Schipani to the Flint Historic District Commission**

RESOLUTION NAME:

Date In: \_\_\_\_\_

**1. RESOLUTION REVIEW - P&D / CED**

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

By: Suzanne Wilcox [Signature] DATE: 4/8/19  
Director (Date)

Date In: \_\_\_\_\_

**2. RESOLUTION REVIEW - LAW DEPARTMENT**

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

By: Angela Wheeler [Signature] DATE: 4-8-19  
City Attorney 21 Need Resume Attached

Date In: \_\_\_\_\_

**3. RESOLUTION REVIEW - FINANCE**

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

By: Tamar Lewis Not Applicable DATE: \_\_\_\_\_  
Deputy Chief Financial Officer

190176

PRESENTED: 5-8-19

ADOPTED:

DATE:

**RESOLUTION TO APPROVE THE APPOINTMENT OF KURT NEISWENDER  
TO THE FLINT HISTORIC DISTRICT COMMISSION**

**BY THE MAYOR:**

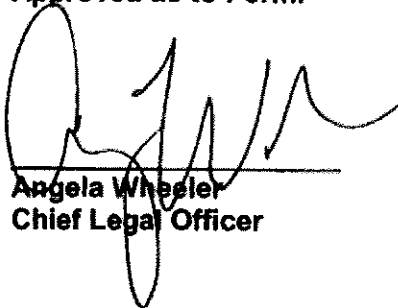
**WHEREAS**, Pursuant to authorization granted in Act 169 of the Public Acts of 1979, MSA 15.1921, the Flint City Council adopted Ordinance XIX, Sec. 2-144 on April 23, 1978 to create a Flint Historic District Commission, and

**WHEREAS**, Kurt Neiswender, 801 Maxine Street, Flint, MI 48503 in the 7th Ward has requested to serve the Flint Historic District Commission until April 22, 2022, and

**WHEREAS**, Mayor Dr. Karen W. Weaver recommends the appointment of Kurt Neiswender, be approved to serve on the Historic District Commission for a three year term, and

**THEREFORE BE IT RESOLVED**, That City officials approve the appointment of Kurt Neiswender to serve as a Commissioner for the Flint Historic District Commission for a term that expires April 22, 2022.

**Approved as to Form:**

  
\_\_\_\_\_  
Angela Wheeler  
Chief Legal Officer

**Approved by the Mayor:**

  
\_\_\_\_\_  
Dr. Karen W. Weaver  
Mayor

# Kurt Neiswender, AIA | Architect, Urban Designer



410 E. Court St | Flint, MI 48503 | 810.238.9647 | kurt@sfarch.us | www.sfarch.us



Kurt Neiswender has diverse project experience from a range of architectural offices. He has over 15 years of experience in coordination of projects ranging from single family residential to international high-rise mixed use developments. Kurt has been licensed in the state of Michigan, and a LEED Accredited Professional since 2008. Kurt is active locally and is serving as the 2018-2019 AIA Flint Chapter President.

Kurt earned a bachelors of architecture from the University of Southern California and a Masters of Urban Design (with Distinction) from Lawrence Technological University. Kurt's research focus at LTU in Community Engagement and Public Interest Design has blossomed into his passion for utilizing his training to serve his community and neighbors in Flint. He has served on many advisory committees and provided many pro bono design hours to develop community improvement projects with Habitat for Humanity and the University of Michigan-Flint.

## SELECTED PROJECTS

### Mark's House - Flint Flat Lot Competition, Flint, MI

Kurt led the effort for this unique temporary outdoor pavilion that occupied Downtown Flint's central parking lot, locally referred to as the "Flat Lot". Kurt worked with local non profit, the Flint Public Art Project, to develop the design competition brief, select the winning team, raise construction funding, and stayed on to act as Architect of Record for the winning design. Kurt's objective was coordinate the construction documents necessary to obtain city special planning approval and building permits. Kurt worked with the winning design architect, London based, Two Islands, to insure that their vision was executed in reality and within budget. The completed pavilion was widely publicized on many architecture and design outlets, including: ARCHITECT Magazine, Architects Newspaper, podcasts, and social media. This project represents Kurt's capacity to collaborate with an international design team and manage a high profile project with a short construction schedule and tight budget.

### Passive House Projects - Freeland, MI and Manistique, MI

Kurt managed the design and construction of Michigan's first two United States Passive House Institute (PHIUS) Passive Homes. Passive House is the most energy efficient construction rating for residential buildings by reducing energy consumption up to 80%-90% better than standard construction. The result is minimal dependence on fossil fuels and increased health benefits from lower emissions. Each home was oriented toward the sun for winter heat gain. They were constructed of prefabricated super insulated wall and roof panels and triple pane windows to withstand the climatic conditions of their respective locations. With the integration of smaller solar arrays both homes are achieving Net Zero Energy consumption. Passive House projects represent the highest caliber of sustainable design practices and environmental stewardship.

### Brennan Park Site Plan, Flint, MI

Kurt was approached by the South Parks Neighborhood Association to redesign Brennan Park to revitalize the community park with modern features to serve the next generations of youth. The centerpiece of the design was a new playground structure that was funded in part by a Ruth Mott Foundation grant of \$80,000. The playground was constructed in a single day build with over 130 volunteers including former Mayor Dayne Walling. Through Kurt's passion for community engagement and pro bono design service the South Parks Neighborhood would not have achieved their goal.

## EDUCATION:

Master of Urban Design  
Lawrence Technological  
University 2014  
Sustainable Urbanism  
Concentration with  
Distinction

Bachelor of Architecture  
University of Southern  
California 2003

## REGISTRATIONS:

Michigan Architect  
#130106647  
LEED Accredited Professional

## PROFESSIONAL HISTORY:

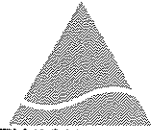
Sedgewick & Ferweda  
Architects  
Flint, MI  
2012-Present  
Project Architect

University of Michigan-Flint  
Adjunct Faculty 2013-Present  
GPE Department  
ART Department

OJMR Architects  
Los Angeles, CA  
2007-2010  
Project Architect

Gruen Associates  
Los Angeles, CA  
2006-2007  
Project Designer

Waldrip Architects  
Malibu, CA  
2005-2006  
Project Manager



**SEDGEWICK + FERWEDA  
ARCHITECTS**

# Kurt Neiswender, AIA | Architect, Urban Designer

410 E. Court St | Flint, MI 48503 | 810.238.9647 | kurt@sfarch.us | www.sfarch.us

## ORGANIZATIONS:

Member:

American Institute of Architects

Member:

Michigan Association of Planning

Member:

College Cultural Neighborhood Assn

2016 Vice Chair NCARB

Experience Advisory Committee

AIA Young Architects Forum

Young Architect Regional Director Michigan 2013-2016

AIA National Resolutions

Committee 2014-2016 Chair 2016

2016-2017 AIA Flint

Vice President

AIA Flint Chapter Emerging

Professionals Committee Chair

2014 Appointee to Imagine

Flint Masterplan Implementation Work Group for Open Spaces and Parks

2014 University of

Michigan-Flint Masterplan Impact Circle Committee

Good Shepherd Lutheran

Church Executive Council-Secretary

Planning Commissioner

Davison Township, Michigan

## AWARDS:

AIA National

Young Architect Award 2017

AIA Michigan

Young Architect Award 2015

AIA Flint Design Award 2013

Michigan Architectural

Foundation D. James Walker Scholarship

## PROJECT EXPERIENCE

### Community Engaged Design

Brennan Park Site Plan

Mott Park Recreation Area Vision Plan

Max Brandon Park Signage Committee

Longway Park Plan

Welch / Dupont Parklet

2012-2016 Park(ing) Day Installations

Foss Avenue and Dewey Park Pavillions

Memorial Park Pavillon

Heritage Park Outdoor Stage

### Assisted Living

The Pines, LLC:

Of Burton, MI

Of Clarkston, MI

Of Burton, MI-Memory Care

Of Goodrich, MI

### Commercial Office

St. Vincent Ferrer Catholic Church Administration Building-Madison Heights, MI

ServPro Saginaw-Kochville, MI

Riverside District Attorney Office-Riverside, CA

Saginaw Pregnancy Counseling Center-Saginaw, MI

Hantz Group, Hantz Bank Renovations

### Medical / Healthcare

DaVita Dialysis Saginaw Center-Saginaw, MI

DaVita Dialysis Norton Shores-Norton Shores, MI

DaVita Dialysis Walker Dialysis Center-Walker, MI

DaVita Dialysis Royal Oak Dialysis Center and Home Training-Royal Oak, MI

### Single Family Residential

Satori Passive House-Manistique, MI

Phoenix Passive House-Freeland, MI

Minor Residence Historic Renovation-Birmingham, MI

Stan Winston Residence-Malibu, CA

Beachview Estates Drive Residence-Malibu, CA

### Multi-Family / Mixed-Use

Crescent Bay-Plot 7/8-Karachi, Pakistan

Argyle / Yucca-Hollywood, CA

Marina Del Rey Mixed Use-Marina Del Rey, CA

USC Student Housing-Los Angeles, CA

Union City Condominiums-Union City, CA

Rose Street Lofts-Los Angeles, CA

2nd Street Condominiums-Los Angeles, CA

### Master Planning

Guangzhou International Commodity, Exhibition, and Trade City Guangzhou, China

Huanxiu Lake-Tianjin, China

### Hotel / Hospitality

Rawal Lake Retreat-Islamabad, Pakistan

**RESOLUTION REVIEW FORM**

FROM: Planning/Zoning  
Division

DATE: April 8, 2019  
NO. 19-8053  
Law Office Login #

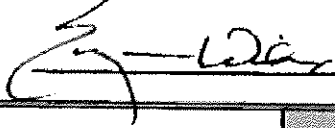
**Resolution to approve the appointment of Kurt Nelswender to the Flint Historic District Commission**

RESOLUTION NAME:

Date In:

**1. RESOLUTION REVIEW - P&D / CED**

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

By: Suzanne Wilcox  
Director 

DATE: 4/8/19  
(Date)

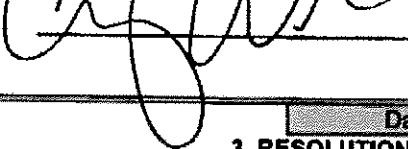
Date In:

**2. RESOLUTION REVIEW - LAW DEPARTMENT**

The attached RESOLUTION is submitted to the Legal Department for Approval as to FORM ONLY:

The Legal Department has reviewed the RESOLUTION as to Form on this form approves as to is

4-8-19, and by signing  
(Date)

By: Angela Wheeler  
City Attorney 

DATE: 4-8-19  
Needs Resume Attached

Date In:

**3. RESOLUTION REVIEW - FINANCE**

The attached RESOLUTION is submitted to the FINANCE Department for approval as to FINANCE COMPLIANCE:

The Finance Department reviewed this RESOLUTION, on this form approves as to FINANCE COMPLIANCE.

\_\_\_\_\_, and by signing  
(Date)

By: Tamar Lewis Not Applicable  
Deputy Chief Financial Officer

DATE: \_\_\_\_\_