

# **City of Flint, Michigan**

*Third Floor, City Hall  
1101 S. Saginaw Street  
Flint, Michigan 48502  
[www.cityofflint.com](http://www.cityofflint.com)*



## **Meeting Agenda - Final**

**Wednesday, June 24, 2020**

**5:30 PM**

**ELECTRONIC PUBLIC MEETING**

### **SPECIAL CITY COUNCIL**

*Monica Galloway, President, Ward 7  
Maurice D. Davis, Vice President, Ward 2*

*Eric Mays, Ward 1*

*Kate Fields, Ward 4*

*Herbert J. Winfrey, Ward 6*

*Santino J. Guerra, Ward 3*

*Jerri Winfrey-Carter, Ward 5*

*Allan Griggs, Ward 8*

*Eva L. Worthing, Ward 9*

*Inez M. Brown, City Clerk*

*Davina Donahue, Deputy Clerk*

## CALL TO ORDER

## SPECIAL PUBLIC NOTICE - ELECTRONIC PUBLIC MEETING

*On March 10, 2020, Governor Gretchen Whitmer declared a State of Emergency after two individuals were confirmed testing presumptively positive for COVID-19. On March 12, 2020, Mayor Sheldon A. Neeley declared a local State of Emergency to exist in the City of Flint, a result of the threat of COVID-19, and closed City Hall to the public effective March 17, 2020. On March 22, 2020, Mayor Neeley asked residents to participate in a voluntary shelter in place. On March 23, 2020, the City Council approved the continuation of the declaration of a local State of Emergency. On June 5, 2020, Governor Whitmer instituted Executive Order No. 2020-115 (Temporary restrictions on certain events, gatherings, and businesses) in order to reaffirm, clarify and extend the suspension of activities not necessary to sustain or protect life. The order took immediate effect and rescinded EO 2020-110. On June 18, 2020, Governor Whitmer instituted Executive Order No. 2020-127 (Declaration of state of emergency and state of disaster related to the COVID-19 pandemic), which took immediate effect and rescinded EO 2020-99. On June 18, 2020, Governor Whitmer instituted Executive Order No. 2020-129 (Temporary authorization of remote participation in public meeting and hearings and temporary relief from monthly meeting requirements for school boards), which extended the duration of remote meetings, and rescinded EO 2020-75. Therefore, in accordance with Governor Whitmer's Executive Order 2020-129 promoting the public health and safety of the state of Michigan and its residents, and allowing for electronic public meetings during this pandemic, the following meeting is scheduled electronically: Special Flint City Council Meeting, Wednesday, June 24, 2020, at 5:30 p.m.*

- 1. Pursuant to Flint City Charter Section 3-202, this Special City Council meeting is called for the purpose of completing designated City business from the June 22, 2020 regular City Council meeting.*
- 2. The public and media may listen to the meeting online by live stream at [www.youtube.com/user/spectaclelv](http://www.youtube.com/user/spectaclelv) or through Start Meeting Solution by dialing (617) 944-8177.*
- 3. In order to speak during the PUBLIC SPEAKING PERIOD of the meeting by telephone, participants will also call (617) 944-8177:*
  - a. All callers will be queued and muted until the Public Speaking portion of the agenda;*
  - b. Public speakers will be unmuted in order and asked if they wish to address the City Council ON ANY SUBJECT;*
  - c. Public speakers should state and spell their name for the record and will be allowed three (3) minutes for public speaking;*
  - d. The speaker will be returned to mute after the 3 minutes have expired;*
  - e. After the telephonic public speakers are completed, emailed public comments will be read by the City Clerk. All emailed public comments will be timed for 3 minutes;*
  - f. Per Rules Governing Meetings of the Council (Rule 7.1 VII), there will only be one speaking opportunity per speaker. Consequently, public participants who call in and speak during the public speaking period of the meeting WILL NOT have written comments as submitted read by the City Clerk.*
- 4. The public may send public comments by email to [CouncilPublicComment@cityofflint.com](mailto:CouncilPublicComment@cityofflint.com) no later than 10 minutes prior to the meeting start time of 5:30 p.m.*
- 5. Persons with disabilities may participate in the meeting by the above-mentioned means or by emailing a request for an accommodation to [CouncilPublicComment@cityofflint.com](mailto:CouncilPublicComment@cityofflint.com), with the subject line Request for Accommodation, or by contacting the City Clerk at (810) 766-7418 to request accommodation - including but not limited to interpreters.*

**ROLL CALL****PLEDGE OF ALLEGIANCE****READING OF DISORDERLY PERSONS CITY CODE SUBSECTION**

*Any person that persists in disrupting this meeting will be in violation of Flint City Code Section 31-10, Disorderly Conduct, Assault and Battery, and Disorderly Persons, and will be subject to arrest for a misdemeanor. Any person who prevents the peaceful and orderly conduct of any meeting will be given one warning. If they persist in disrupting the meeting, that individual will be subject to arrest. Violators shall be removed from meetings.*

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

*Council shall vote to adopt any amended agenda.*

**SPECIAL ORDERS**

**200236** Special Order/State of Emergency and Emergency Management

A Special Order as requested by Councilperson Mays, re: He asks that Mayor Sheldon Neeley address the City Council with regard to Flint City Code Sections 14-5 through 14-28, concerning a State of Emergency and Emergency Management.

**PUBLIC SPEAKING****COUNCIL RESPONSE**

*Per the amended Rules Governing Meetings of the Council (as adopted by the City Council on Monday, June 12, 2017), Councilpersons may respond to any public speaker, but only one response and only when all public speakers have been heard. Individual council response is limited to two minutes and is subject to all rules of decorum and discipline.*

**APPOINTMENTS**

**200265** Reappointment/Ethics and Accountability Board/Nicholas D'Aigle

Resolution resolving that the Flint City Council approves the reappointment of Nicholas D'Aigle (3206 Wyoming Avenue, Flint, MI 48506) to the Ethics and Accountability Board for a six-year term commencing June 25, 2020, and expiring June 26, 2026, as recommended by 4th Ward Councilperson Kate Fields. [NOTE: Mr. D'Aigle was appointed on June 25, 2018, to a two-year term that expires on June 25, 2020.]

**200266** Appointment/Ethics and Accountability Board/Pastor Jeffrey Hawkins

Resolution resolving that Mayor Sheldon Neeley hereby appoints Pastor Jeffrey Hawkins (1410 Sunnyside Avenue, Flint, Michigan, 48503) to the Ethics

and Accountability Board for a six-year term of office, commencing June 25, 2020, and expiring June 26, 2026. [NOTE: By way of background, Mr. Hawkins is replacing Loyce Driskell, whose term expired June 25, 2020.]

**200268** Appointment/Ethics and Accountability Board/DeWaun E. Robinson

Resolution resolving that the Flint City Council hereby appoints DeWaun E. Robinson (1424 Garland Street, Flint, Michigan, 48503) to the Ethics and Accountability Board for a six-year term of office, commencing June 25, 2020, and expiring June 26, 2026, as recommended by 5th Ward Councilperson Jerri Winfrey-Carter. [NOTE: By way of background, Mr. Robinson is replacing Andrietta Dicks, who resigned in December 2019.]

## **RESOLUTIONS**

**200258** Multi-Year Contract/Rehmann Robson/City of Flint/Audits/FY2020-FY2022

Resolution resolving that the appropriate city officials are authorized to do all things necessary to enter into a three-year contract with Rehmann Robson for auditing services for the FY2020 fiscal year, in the amount of \$250,000.00, for FY2021, in the amount of \$233,500.00, and for FY2022, in the amount of \$242,500, for a total contract price of \$701,000.00, plus out-of-pocket expenses [General Fund Acct. No. 101-101.100-801.000.]

**200257** Contract/Rehmann Robson/City of Flint/FY2020 Audit

Resolution resolving that the appropriate city officials are authorized to do all things necessary to enter into a one-year contract with Rehmann Robson for auditing services for the FY2020 fiscal year, in the amount of \$250,000.00, plus out-of-pocket expenses [General Fund Acct. No. 101-101.100-801.000.]

**200246** Annual Supply/Alexander Chemical Corp./Liquid Chlorine/Sodium Hypochlorite

Resolution resolving that the proper city officials, upon City Council's approval, approve Alexander Chemical Corp. for (the annual supply of) Liquid Chlorine/Sodium Hypochlorite for two (2) fiscal years, as requested by Public Works and Utilities, in an annual amount NOT-TO-EXCEED \$80,000.00 [Water Fund Acct. No. 591-545.200-740-500.] [NOTE: Resolution does not specify if this is a purchase order or contract.]

**200247** Annual Supply/Shannon Chemical Corp./Phosphoric Acid 75 Percent NSF Grade

Resolution resolving that the proper city officials, upon City Council's approval, approve Shannon Chemical Corp. for (the annual supply of) Phosphoric Acid 75 percent NSF grade for two (2) fiscal years, as requested by Public Works and Utilities, in an annual amount NOT-TO-EXCEED \$75,000.00 [Water Fund Acct. No. 591-545.200-740.500.] [NOTE: Resolution does not specify if this is a contract or purchase order.]

- 200248** Annual Supply/Alexander Chemical Corp./Liquid Sulfur Dioxide
- Resolution resolving that the proper city officials, upon City Council's approval, approve Alexander Chemical Corp. for (the annual supply of) liquid sulfur dioxide for two (2) fiscal years, as requested by Public Works and Utilities, in an annual amount NOT-TO-EXCEED \$38,000.00 [Sewer Fund Acct. No. 590-550.100-740-500.] [NOTE: Resolution does not specify if this is a purchase order or contract.]
- 200249** Annual Supply/PVS Nolwood Chemical, Inc./Liquid Ferrous (Aqueous Ferrous Chlorine)
- Resolution resolving that the proper city officials, upon City Council's approval, approve PVS Nolwood Chemical, Inc. for (the annual supply of) liquid ferrous (aqueous ferrous chlorine) for two (2) fiscal years, as requested by Public Works and Utilities, in an annual amount not to exceed \$120,000.00 [Sewer Fund Acct. No. 590-550.100-740.500.] [NOTE: Resolution does not specify if this is a purchase order or contract.]
- 200250** Annual Supply/Polydyne Inc./Liquid Cationic Polymer (Emulsion)
- Resolution resolving that the proper city officials, upon City Council's approval, approve Polydyne Inc. for (the annual supply of) liquid cationic polymer (emulsion) for two (2) fiscal years, as requested by Public Works and Utilities, in an annual amount NOT-TO-EXCEED \$98,000.00 [Water Fund Acct. No. 591-545.200-740.000.] [NOTE: Resolution does not specify if this is a purchase order or contract.]
- 200251** Annual Supply/Alexander Chemical Corp./Liquid Chlorine
- Resolution resolving that the proper city officials, upon City Council's approval, approve Alexander Chemical Corp. for (the annual supply of) liquid chlorine for two (2) fiscal years, as requested by Public Works and Utilities, in an annual amount NOT-TO-EXCEED \$38,000.00 [Sewer Fund Acct. No. 590-550.100-740-500.] [NOTE: Resolution does not specify if this is a purchase order or contract.]
- 200252** Annual Supply/JCI Jones Chemicals, Inc./Sodium Hydroxide 25 Percent NSF Grade
- Resolution resolving that the proper city officials, upon City Council's approval, approve JCI Jones Chemicals, Inc. for (the annual supply of) sodium hydroxide 25 percent NSF grade for two (2) fiscal years, as requested by Public Works and Utilities, in an annual amount NOT-TO-EXCEED \$150,000.00 [Water Fund Acct. No. 591-545.200-740.000.] [NOTE: Resolution does not specify if this is a purchase order or contract.]
- 200253** Annual Supply/Carrier & Gable/Traffic Signals/Repair Parts
- Resolution resolving that the proper city officials, upon City Council's approval, approve Carrier & Gable for (the annual supply of) traffic signals and repair

parts for two (2) fiscal years, as requested by Transportation, in an annual amount NOT-TO-EXCEED \$120,000.00, and a revised aggregate amount of \$240,000.00 [Major Street Signal Parts & Equipment Fund Acct. No. 202-443.201-726.000 = \$100,000.00 and Major Street Controller Repair Fund Acct. No. 202-443.201-801.000 = \$20,000.00.] [NOTE: This resolution does not specify if it is a purchase order or contract.]

**200254**      Weinstein Electric/Additional Electrical Support Services

Resolution resolving that the proper city officials, upon City Council's approval, approve [a purchase order to] Weinstein Electric for electrical support services for two (2) fiscal years, as requested by Planning & Development, in an annual amount NOT-TO-EXCEED \$13,725.00, and an aggregate amount of \$83,933.00 [Streetlight Professional Services Acct. No. 219-443.206-801.000.] [NOTE: The resolution is for authorization for additional electrical support services for 30 decorative street lights for which the city is responsible for repairs.]

**200255**      Change Order #2/Two-Year Contract/Boyd's Lawn & Landscaping/Mowing Parks, Trails, Cemeteries, Centers & Triangles

Resolution resolving that the proper city officials, upon City Council's approval, are authorized to do all things necessary to enter into change order #2 to the contract with Boyd's Lawn & Landscaping for the third year of mowing parks, trails, cemeteries, centers and triangles, through June 30, 2021, in an amount NOT-TO-EXCEED \$154,500.00, and an aggregate amount of \$534,852.00, as requested by Planning & Development [Parks/Recreation Fund Acct. No. 208-752.102-801.000.]

**200256**      Contract/Garland/DBS, Inc./Roof Replacement/12th Street Garage/Salt Barn

Resolution resolving that the appropriate city officials are authorized to do all things necessary to enter into a contract with Garland/DBS, Inc for roof replacement at the 12th Street Garage and Salt Barn, as requested by Public Works, in an amount NOT-TO-EXCEED \$186,971.00 [Major Street Fund Acct. No. 449-203.976-000 = \$70,000.00 and Public Improvement Fund Acct. No. 753-200.976.000 = \$116,971.00.] [NOTE: Paragraph two states that "Royal Roofing Co. was the lowest bidd

**200259**      Purchase/Property/8537 Dort Highway/Mt. Morris/Construction/Secondary Water Source

Resolution resolving that the Flint City Council approves the purchase of 8537 Dort Highway, Mt. Morris, to complete the construction of the Secondary Water Source, in the amount of \$30,000.00, to be paid from Acct. No. 491-551.000-801.068.

**200260**      Purchase Agreement/CSX Transportation, Inc./Property for the Grand Traverse Greenway Trail Project

Resolution resolving that the Flint City Council approves entering into the

Purchase Agreement between the City of Flint and CSX Transportation, Inc. with respect to the city's acquisition of four (4) parcels of real property consisting of 47.26 acres, more or less, AND, resolving that Mayor Sheldon Neeley shall have the authority to execute the Purchase Agreement, together with such ancillary documents and such immaterial modifications to the Purchase Agreement as he shall deem necessary or advisable in order to effectuate these resolutions, AND, resolving that all lawful conduct and actions of the employees, contractors and/or agents of the City of Flint to effectuate this resolution are hereby ratified, adopted, affirmed and approved. [NOTE: The City of Flint desires to extend the regional trail network and trails connected to the Flint River Trail and such desire has been cited as a priority in the City of Flint Parks & Recreation Department's Parks & Recreation Master Plan and the Imagine Flint Master Plan. To that end, the city has agreed to purchase four (4) parcels containing 47.26 acres, more or less, of real property from CSX Transportation, Inc. The total purchase price is \$525,000.00.]

**200261** Acceptance of Payment/Genesee County Clerk/Register of Deeds/Notarized Affidavits/Addresses/FAST Start Program

Resolution that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to accept the funding for the stated purpose from the Genesee County Clerk-Register of Deeds, in the amount of \$12,000.00. [NOTE: Genesee County has developed the Genesee County Lead Pipe Software to create a record of city addresses serviced during the FAST Start pipe replacement program. The city has agreed to provide 5,000 notarized affidavits, obtained by Goyette Mechanical, the vendor that serviced the lines, to Genesee County for indexing. The Michigan Department of Transportation is funding the indexing work.]

**200262** Termination/Gas Transportation & Storage Agreement/City of Flint & Consumers Energy/Approval/Sales Rate Program Agreement

Resolution resolving that the appropriate city officials are hereby authorized to do all things necessary to terminate the Gas Transportation and Storage Agreement, with the intent to enter into the Sales Rate Program, between the City of Flint and Consumers Energy, AND, resolving that the Department of Public Works Director and Water Pollution Control Manager be designated as the authorized representatives for all activities associated with intent to return DPW-WPC, G-4652 Beecher Road, Flint, to the Sales Rate Program. [NOTE: Since 1990, the City Council has approved Gas Transportation and Storage Agreements with Consumers Energy to support the Water Pollution Control Facilities' purchase of natural gas on the open market at a significant cost savings. The Department of Public Works/Water Pollution Control has since then reduced the consumption of natural gas usage by permanently decommissioning their incinerators. Additionally, the cost of natural gas has declined greatly. The current natural gas consumption projections support termination of the Gas Transportation and Storage Agreement. Consumers Energy has proposed a Sales Rate Program Agreement, which will no longer require the city to obtain natural gas on the open market.]

**200263** Permanent Easement/Walking Path/Hurley Medical Center/In Honor of Alisa

Stewart

Resolution resolving that the City Administrator is hereby authorized to do all [things] necessary to enter into an Easement and Walking Path with Hurley Medical Center [to honor Alisa Stewart, a Hurley employee who was killed in a car accident.] [NOTE: Hurley Medical Center will assume responsibility for construction of and maintenance for the walking path, as well as insurance and full liability.]

**200269** Establishment/Juneteenth Holiday/City of Flint

Resolution resolving that the Mayor and the City Council do all things necessary to establish Juneteenth as a holiday in the city of Flint, and encourage Governor Gretchen Whitmer to establish Juneteenth as an official state recognized holiday in accordance with MCL 435.101.

## **INTRODUCTION AND FIRST READING OF ORDINANCES**

**200267** Amendment/Ordinance/Chapter 18 (Taxation; Funds; Purchasing)/Article IV Purchases)/Addition of 18-21.14 (Sale of Personal Property)

An ordinance to amend the Code of the City of Flint by amending Chapter 18, (Taxation; Funds; Purchasing); Article IV, (Purchases); by the addition of Section 18-21.14, (Sale of City Personal Property).

## **NEW BUSINESS**

## **FINAL COUNCIL COMMENTS**

## **ADJOURNMENT**



# CITY OF FLINT – CODE OF ORDINANCES

## Chapter 14/Civil Defense and Disaster

### *ARTICLE II. State of Emergency*

#### **§ 14-5 AUTHORITY OF MAYOR TO PROCLAIM.**

During times of great public crises, disaster, rioting, catastrophe, or similar public emergency within this City, or reasonable apprehension of immediate danger thereof, when public safety is imperiled, the Mayor may, and is hereby authorized to, after consultation with the Mayor, the Chief Legal Officer, the Chief of Police and the Fire Chief, or their designated representatives, or those of said officials who are then reasonably available, and any other Department Head deemed necessary to the consultation by the Mayor, proclaim a state of emergency and designate the area or areas involved.

(Ord. 2214, passed 5-11-1970)

#### **§ 14-6 DETERMINATION OF EXISTENCE TO BE IN WRITING.**

The determination that a state of emergency exists shall be made in writing by the Mayor and shall be supported by written reports from the heads of those City departments directly responsible for bringing the emergency under control. The reports shall set out in detail the exact nature of the crisis, disaster, rioting, catastrophe or other public emergency and shall indicate a need for emergency measures. Such written determination and supporting reports shall be filed with the City Clerk within a reasonable time after the state of emergency has been declared and shall be public records.

(Ord. 2214, passed 5-11-1970)

#### **§ 14-7 CURFEW — ESTABLISHMENT; PROMULGATION OF ORDERS, RULES AND REGULATIONS.**

Following such proclamation or declaration, the Mayor may, and is hereby authorized to, establish a curfew and he may, and is hereby authorized to, promulgate such reasonable orders, rules and regulations in relation thereto as he deems necessary to protect life and property or to bring the emergency situation within the affected area or areas under control.

(Ord. 2214, passed 5-11-1970)

#### **§ 14-8 SAME — APPLICABILITY.**

Such orders, rules and regulations shall indicate the area or areas of the City which are subject to the curfew by clearly delineating the boundaries thereof. The time period during which the curfew is in effect shall be explicitly stated. The persons to be affected by the curfew shall also be clearly designated.

(Ord. 2214, passed 5-11-1970)

#### **§ 14-9 SAME — MODIFICATION BY COUNCIL.**

The City Council of this City, at a general or special meeting as provided by City Charter, may by resolution amend, modify or rescind such orders, rules or regulations promulgated by the Mayor

hereunder; provided, however, that such action by the City Council shall be by a majority of the Council members elected.

(Ord. 2214, passed 5-11-1970)

#### **§ 14-10 SAME – MODIFICATION BY MAYOR.**

In the event that the City Council has not acted pursuant to the authority granted in § ~~14-9~~ above, such orders, rules and regulations as may have been promulgated by the Mayor may be amended, modified or rescinded by the Mayor, from time to time, in like manner as provided herein §§ ~~14-5~~ through ~~14-8~~ of this ordinance, but shall cease to be in effect upon declaration by the Mayor that the emergency no longer exists.

(Ord. 2214, passed 5-11-1970)

#### **§ 14-11 SAME – PUBLICATION OF NOTICE.**

In the event curfew orders, rules or regulations are promulgated by the Mayor and in the event such orders, rules and regulations are thereafter amended, modified or rescinded by the City Council or by the Mayor, reasonable notice of such orders, rules, regulations, amendments, modifications or rescissions shall be given to the public by broadcasting over local radio and television stations regularly broadcasting in this City or by publication in any newspaper of general circulation in the City of Flint.

(Ord. 2214, passed 5-11-1970)

#### **§ 14-12 INTENT.**

It is hereby declared to be the legislative intent to invest the Mayor, subject only to the specific authority granted to the City Council in § ~~14-9~~, with sufficiently broad power of action in the exercise of the police power of the City with regard to the establishment and enforcement of such curfews to provide adequate control over persons and conditions during such periods of impending or actual public crisis or disaster. The provisions of this ordinance shall be broadly construed to effectuate that purpose.

(Ord. 2214, passed 5-11-1970)

#### **§ 14-13 PROVISIONS SUPERSEDED BY ACTS OF GOVERNOR.**

In the event that the Governor of this State shall act in any such public emergency pursuant to the emergency powers vested in him by Public Acts 302 of 1945, as amended, or pursuant to any other valid authority and shall proclaim a state of emergency in this City and shall promulgate orders, rules or regulations designed to bring the emergency situation under control, the provisions of this ordinance shall not be in effect.

(Ord. 2214, passed 5-11-1970)

#### ***Statutory reference:***

*Emergency powers of Governor, see MCLA 10.31*

### **ARTICLE III. EMERGENCY MANAGEMENT**

#### **§ 14-14 DEFINITIONS.**

For the purpose of this chapter, certain words and phrases used herein are defined as follows:

**COORDINATOR.** The Genesee County Emergency Management Coordinator.

**COUNCIL.** The City Council of the City of Flint.

**DISASTER.** An occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including, but not limited to, fire, flood, snowstorm, ice storm, tornado, windstorm, wave action, oil spill, water contamination, utility failure, hazardous peacetime radiological incident, major transportation accident, hazardous materials incident, epidemic, air contamination, blight, drought, infestation, explosion, or hostile military action or paramilitary action, or similar occurrences resulting from terrorist activities, riots or civil disorders.

**DISTRICT COORDINATOR.** The State Police District Emergency Management Coordinator or his/her authorized representative.

**EMERGENCY MANAGEMENT.** This term shall have a broad meaning to include preparation for, and relief from, the effects of natural and manmade disaster as defined herein, and to include civil emergency services.

**EMERGENCY MANAGEMENT FORCES.** All disaster relief forces, all agencies of the municipal government, private and volunteer personnel, public officers and employees, and all other persons or groups of persons having duties or responsibilities under this ordinance or pursuant to lawful order or directive authorized by this ordinance.

**EMERGENCY MANAGEMENT VOLUNTEER.** Any person duly registered and appointed by the Coordinator and assigned to participate in the emergency services activity.

**EMERGENCY OPERATIONS OFFICER.** The City of Flint Fire Chief or his/her designee.

**EMERGENCY OPERATIONS PLAN.** The Emergency Operations Plan, jointly developed by the City of Flint and Genesee County which has been prepared under § 14-18 hereof to coordinate disaster response and recovery with the City of Flint. The City of Flint/Genesee County Emergency Operations Plan for the purposes of establishing eligibility for State disaster contingency fund allocations and any other funds available.

**EMERGENCY PREPAREDNESS LIAISON.** The City of Flint Fire Department officer who shall act as the Deputy Coordinator to provide coordination of City resources and response personnel with the Genesee County Emergency Management Coordinator and the City of Flint's Emergency Operations Officer.

**LOCAL STATE OF EMERGENCY.** A proclamation or declaration that activates the response and recovery aspects of any and all applicable local or interjurisdictional emergency operations plans and authorizes the furnishing of aid, assistance and directives under those plans.

**MAYOR.** The chief elected official of the City of Flint.

**STATE OF DISASTER.** An executive order or proclamation that activates the disaster response and recovery aspects of the State, local and interjurisdictional emergency operations plans applicable to the counties or municipalities affected.

**STATE OF EMERGENCY.** An executive order or proclamation that activates the emergency response and recovery aspects of the State, local and interjurisdictional emergency operations plans applicable to the counties or municipalities affected.

(Ord. 3176, passed 8-10-1991)

#### **§ 14-15 ORGANIZATION.**

(a) The Mayor, with the approval of the Council, is hereby authorized and directed to create an organization to prepare for community disaster utilizing to the fullest extent the existing agencies within the municipality. The Mayor, as executive head of the City government, shall be the Director of the Emergency Management Forces of the City and shall be responsible for their organization, administration and operation, working through the Coordinator and Operations Officer.

(b) The organization for providing emergency management shall consist of the following:

(1) An Emergency Management Coordinator, Emergency Operations Officer and Emergency Management Liaison, and any other assistants and employees deemed necessary and appropriate.

(2) The employees, equipment and facilities of all municipal departments, boards, institutions and commissions suitable for, or adaptable to emergency services activities may be designated by the Mayor as part of the total emergency management forces.

(c) All institutions and other agencies of the City government designated by the Mayor as emergency management forces shall cooperate with the Emergency Management Coordinator in the formulation of the emergency operation plan, and they shall assist the Coordinator in all matters pursuant to the provisions of this chapter.

(Ord. 3176, passed 8-10-1991)

#### **§ 14-16 EMERGENCY MANAGEMENT COORDINATOR; ASSISTANT; DEPUTIES.**

(a) The Genesee County Emergency Management Coordinator shall serve as the City's Emergency Management Coordinator.

(b) The City of Flint Emergency Operations Officer shall be the City of Flint Fire Department Chief or his/her designee. The Operations Officer shall direct the emergency preparedness forces of the City of Flint in accordance with the emergency operations plan. The City of Flint Emergency Operations Officer shall assume the duties of the Coordinator whenever he/she is unavailable during disasters.

(c) The Emergency Management Liaison shall assume the duties of the Emergency Operations Officer whenever he/she is unavailable during a disaster.

(d) Assistant Coordinators shall be designated to work with the Coordinator on emergency planning matters. There shall be one Assistant Coordinator appointed from each City department as designated by the department head, with the approval of the Mayor, as part of the emergency management forces.

(Ord. 3176, passed 8-10-1991)

#### **§ 14-17 MAYOR; POWERS; DUTIES.**

(a) The Mayor may exercise the emergency power and authority as specified herein. Whenever a situation requires, or is likely to require, that the Mayor invoke such power and authority, he shall as soon as reasonably expedient, convene the Council to perform its legislative and administrative duties as the situation demands, and shall report to the body relative to emergency activities. Nothing in this ordinance shall be construed as abridging or curtailing the powers of the Council unless specifically provided herein. Under the following circumstances, the Mayor may declare a state of emergency exists in the City of Flint and may assemble and utilize the Emergency Management Forces in accordance with the City of Flint's Emergency Operations Plan, and he/she may prescribe the manner and conditions of the use of such Emergency Management Forces.

(1) Whenever, on the basis of information received from authoritative sources, he/she believes that a large-scale disaster or emergency situation in the City or State is imminent.

(2) During any period of disaster in the City or State and thereafter as long as he/she shall deem it necessary.

(b) Whenever the Mayor deems that any condition in the City is beyond the control of local public or private agencies or has attained or threatens to attain the proportions of a major disaster, he/she may request the Governor to declare a state of disaster exists therein by instructing the Coordinator to contact the District Coordinator in accordance with Section 14 of Act 390 of the Public Acts of 1976, as amended.

(c) The Mayor, with the approval of the Council, is hereby empowered and has the authority:

(1) To appropriate and expend funds, make contracts, obtain and distribute equipment, materials and supplies for disaster purposes.

(2) To provide for the health and safety of persons and property including emergency assistance to the victims of a disaster.

(3) To assign and make equipment available for duty the employees, property or equipment of the municipality relating to firefighting, engineering, rescue, health, medical and related services, police, transportation, construction, and similar items or services for disaster relief purposes within or without the physical limits of the municipality.

(d) In the event of a foreign attack upon this State, to waive procedures and formalities otherwise required by law pertaining to the performance of public work, entering into contracts, the incurring of obligations, the employment of permanent and temporary workers, the utilization of the volunteer workers, rental or equipment, the purchase and distribution with or without compensation of supplies, materials, and facilities, and the appropriation and expenditure of public funds.

(e) The Mayor, with the approval of the Council, shall establish procedures for the succession for government during emergencies where officials are unavailable for exercising the powers and discharging the duties of their respective offices.

(f) The Mayor, with the approval of the Council, may make regulations permitting the Coordinator and Operations Officer to assemble and utilize the Emergency Management Forces and provide disaster relief aid as prescribed herein.

(g) When obtaining formal approvals would result in delay of relief activity, the Mayor may, until the Council convenes, waive procedures and formalities otherwise required pertaining to the performance of public works, entering into contracts, the incurring of obligations, the employment of temporary workers, the rental of equipment, the purchase and distribution of supplies, materials and facilities and expenditures of existing funds, and the Council is also empowered to waive any such procedures and formalities.

(Ord. 3176, passed 8-10-1991)

#### **§ 14-18 POWERS AND DUTIES OF EMERGENCY MANAGEMENT COORDINATOR.**

(a) The Emergency Management Coordinator shall be responsible for the administration, planning and coordination of all emergency management activities in the City. The Coordinator shall maintain liaison with County, State and Federal authorities, and the authorities of adjacent and nearby political subdivisions so as to insure the most effective emergency operations.

(b) The Coordinator's duties shall include, but not be limited to, the following:

(1) Development of the City of Flint Emergency Operations Plan, and any other appropriate disaster plans, for the immediate use of all of the facilities, equipment, manpower, and other resources of the City for the purpose of minimizing or preventing damage to persons or property; and protecting and restoring to usefulness governmental services and public utilities necessary for the public health, safety, and general welfare.

(2) Coordinating the recruitment and training of volunteer personnel and agencies to augment the personnel and facilities of the City for emergency purposes.

(3) Through public information programs, educating the population as to actions necessary and required for the protection of persons and property in case of a disaster.

(4) Conducting practice alerts and exercises to insure the efficient operation of the City's emergency organization and to familiarize residents of the City with emergency regulations, procedures, and operations.

(5) Coordinating the activity of all other public and private agencies engaged in any emergency or disaster relief programs.

(6) Negotiating with owners or persons in control of buildings or other property for the use of such buildings or property for emergency or disaster relief purposes, and designating suitable buildings as public shelters.

(7) Establishing and maintaining administrative control over a local radiological defense program, to include emergency management preparations for both peacetime radiation incidents and international wartime disasters.

(Ord. 3176, passed 8-10-1991)

***Statutory reference:***

*Emergency Management Act, see MCLA 30.401 et seq.*

**§ 14-19 POWERS AND DUTIES OF LIAISON.**

(a) The Emergency Management Liaison shall be responsible for aiding in the development of the City of Flint's emergency management programs with the Genesee County Emergency Management Coordinator.

(b) The Emergency Management Liaison's duties shall include, but not be limited to:

(1) Aiding in the development of the City Emergency Operations Plan, and any other appropriate disaster plans, for the immediate use of all of the facilities, equipment, manpower, and other resources of the City for the purpose of minimizing or preventing damage to persons or property; and protecting and restoring to usefulness governmental services and public utilities necessary for the public health, safety and general welfare.

(2) Coordinating the recruitment and training of volunteer personnel and agencies to augment the personnel and facilities of the City for emergency purposes.

(3) Conducting practice alerts and exercises to ensure the efficient operation of the City's emergency organization and to familiarize residents of the City with emergency regulations, procedures and operations.

(4) Coordinating municipal emergency management activities with those at the County level and adjacent municipalities.

(Ord. 3176, passed 8-10-1991)

**§ 14-20 EMERGENCY OPERATIONS OFFICER; POWER AND DUTIES.**

(a) The Emergency Operations Officer, at the direction of the Mayor, shall be responsible for directing and commanding the emergency resources of the City so as to insure the most effective emergency operations.

(b) His/her duties shall include, but not be limited to, protecting and restoring to usefulness government services and public utilities necessary for public health, safety and general welfare. (Ord. 3176, passed 8-10-1991)

#### **§ 14-21 VOLUNTEERS; APPOINTMENTS; RECORDS.**

(a) Each department, commission, board, or other agency of City government may at any time appoint or authorize the appointments of volunteer citizens to augment the personnel of the City department, commission, board, or agency in time of emergency. Such individuals shall be enrolled as Emergency Management Volunteers and shall be subject to the rules and regulations set forth by the respective department, commission, board, or agency head for such volunteers.

(b) The Coordinator may enlist volunteer citizens to form the personnel of an emergency service for which the City has no counterpart, or to temporarily augment personnel of the City engaged in emergency activities. The Coordinator shall maintain formal records of all such volunteers for workers' compensation purposes.

(Ord. 3176, passed 8-10-1991)

#### **§ 14-22 RIGHTS OF CITY EMPLOYEES.**

City employees assigned to duty as a part of the Emergency Management Forces pursuant to the provisions of this ordinance shall retain all of the rights, privileges, and immunities of City employees, and shall receive the compensation incident to their employment.

(Ord. 3176, passed 8-10-1991)

#### **§ 14-23 NO GOVERNMENTAL OR PRIVATE LIABILITY.**

This ordinance is an exercise of the City by its governmental functions for the protection of the public health, safety, and general welfare. As such, neither the City nor agents and representatives of the City, nor any individual, receiver, firm, partnership, corporation, association, nor trustee, nor any of the agents thereof acting in good faith carrying out, complying with, or attempting to comply with its ordinance shall be liable for any damage sustained to persons or property as a result of such activity.

(Ord. 3176, passed 8-10-1991)

#### **§ 14-24 NONLIABILITY OF PERSONS OWNING OR CONTROLLING REAL ESTATE.**

Any person owning or controlling real estate or other premises who voluntarily and without compensation grants the City the right to inspect, designate and use the whole or any part of such real estate or premises for the purpose of sheltering persons during a disaster or during an authorized practice disaster exercise, shall not be civilly liable for the death of, or injury to, any person on or about such real estate or premises under such license, privilege or other permission, or for loss of, or damage to, the property of such person.

(Ord. 3176, passed 8-10-1991)

**§ 14-25 CONFLICTING ORDINANCES, ORDERS, RULES AND REGULATIONS SUSPENDED.**

At all times when orders, rules and regulations made and promulgated pursuant to this ordinance shall be in effect, they shall supersede all other existing ordinances, orders, rules and regulations, insofar as the latter may be inconsistent therewith.

(Ord. 3176, passed 8-10-1991)

**§ 14-26 VIOLATIONS; PENALTIES.**

It shall be unlawful for any person willfully to obstruct, hinder or delay any Emergency Management Forces in the enforcement or accomplishment of any rule or regulation issued pursuant to this article, or to do any act forbidden by any rule or regulation issued pursuant to the authority contained in this article. It shall likewise be unlawful for any person to wear, carry or display any emblem, insignia or other means of identification as a member of Emergency Management Forces of the City of Flint unless authority to do so has been granted to such person by proper officials. Convictions for violations of the provisions of this article shall be punishable as provided in § 1-7 of this Code.

(Ord. 3176, passed 8-10-1991)

**§ 14-27 STATE ASSISTANCE WITH DISASTER-RELATED EXPENSES.**

The City of Flint may establish any necessary accounts to provide for State assistance with disaster related expenses under provisions of Public Act 390 of the Michigan Public Acts of 1976, as amended.

(Ord. 3176, passed 8-10-1991)

**§ 14-28 SEVERABILITY.**

Should any section, clause or provision of this ordinance be declared by the courts to be invalid for any reason, such declaration shall not affect the validity of the ordinance as a whole or any part thereof, other than the section, clause or provision so declared to be invalid.

(Ord. 3176, passed 8-10-1991)



**RESOLUTION: 200265**

**PRESENTED: 6-22-20**

**ADOPTED:**

**RESOLUTION OF REAPPOINTMENT  
TO THE ETHICS & ACCOUNTABILITY BOARD**

**BY THE CITY COUNCIL:**

The Ethics and Accountability Board was created in June 2018 pursuant to Sections 3-501 through 3-505 of the Flint City Charter; and

Eleven members were appointed at that time to staggering terms; Council members appointed one each and the Mayor appointed two; and

Nicholas D'Aigle (3206 Wyoming Avenue, Flint, MI 48506) was appointed June 25, 2018 to a two-year term that expires in 2020, and

Councilperson Kate Fields, Ward 4, has recommended the reappointment of Mr. D'Aigle.

**THEREFORE, BE IT RESOLVED** that the Flint City Council approves the reappointment of Nicholas D'Aigle to serve a six-year term on the Ethics and Accountability Board, commencing June 25, 2020, and expiring June 26, 2026.

**APPROVED AS TO FORM:**

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Angela Wheeler, Chief Legal Officer

**APPROVED BY CITY COUNCIL:**

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**Nicholas R. D'Aigle, P-73675**  
Daigle\_law@comcast.net

3206 Wyoming Ave.  
Flint, MI 48506

Cell: (810) 875-7708

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## **Education**

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**Thomas M. Cooley Law School, Auburn Hills, MI**  
*Juris Doctor, Cum Laude*  
*GPA: 3.12, Rank 38/221*

- Honor Roll
- Dean's List
- Intra-School Moot Court Top Ten Advocate
- Invited to participate in Law Review
- American Bar Association, Law Student Division Member
- Worked 40 – 60 hours per week for entire law school tenure

**Alma College, Alma, MI**  
*Bachelor of Arts, 2004*

- Theta Chi Fraternity, Vice-President
- Inter-Fraternal Council, Vice-President
- Student Judicial Committee, Member

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## **Experience**

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### **Attorney Advisor**

*Social Security Administration, July 2018 – Present, 40 hours per week minimum*

- Drafted decisions for Administrative Law Judges
- Advised ALJs on changes in law and policy
- Contacted claimants and representatives for further development of medical record
- Frequently chaired training sessions for Attorneys, Paralegal staff, and Judges

### **Attorney/Owner**

*Nicholas R. D'Aigle, Attorney at Law, March 2014 – July 2018, 40 hours per week minimum*

- Completed intakes
- Appear in court
- Represented clients in child support, custody, and divorce cases
- Represented indigent mothers in neglect cases under exclusive county contract
- Represented the mentally disadvantaged in Probate Court Commitment Hearings
- Represented mothers in Court of Appeals under an exclusive contract

**Associate Attorney**

*Timothy Hensick & Associates, August 2011 – March 2014, 40 hours per week minimum*

- Completed intake interviews
- Answered consultation phone calls
- Appeared in court in several counties
- Controlled approximately 80 cases at any given time
- Managed cases with little to no supervision from inception to completion
- Averaged over \$12,000 per month in firm income

**Attorney**

*D'Aigle Law, PLLC, May 2011 – August 2011, 40 hours per week minimum*

- Responsible for cases from inception to completion
- Drafted estates, completed divorces, represented parents in neglect matters

**Judicial Advisory Assistant (Law Clerk)**

*7<sup>th</sup> Circuit Court, Family Division, Genesee County, September 2009 – May 2011, 40 hours per week*

- Ensured smooth operation of the courtroom on a daily basis
- Completed SCAO order forms based on the type of proceeding
- Drafted Opinions and Orders for the Judge on a variety of subjects
- Aided in legal research for my judge, as well as other judges who needed access to files
- Operated video-based court reporting system (JAVS network)
- Prepared legal research and analysis of pertinent legal issues for each motion during motion call, including recommendation based on applicable law

**Intern**

*Lapeer County Prosecutor's Office, Lapeer, MI, Spring 2009, up to 50 hours per week*

- Responsible for daily dockets, including Pre-Trial Conferences, Preliminary Exams, Motions, and Trials
- Practiced mainly in District Court under MCR 8.120
- Drafted and argued Motions and Responses
- Issued warrants for arrest
- Prepared tax documents for the Lapeer County Child Advocacy Center
- Developed method to merge 501(c)(3) non-profit organizations
- Wrote and reviewed by-laws for Great Start Collaborative of Lapeer County

**Intern**

*Michigan Supreme Court, Justice Weaver, Traverse City, Spring 2002, up to 80 hours per week, with travel (5 – 6 nights per week)*

- Assigned minor research and writing tasks to aid clerks; prohibited from disclosing specifics of my internship due to confidentiality agreement
- Aided in reorganization of files
- Maintained Justice's schedule of appearances
- Aided in the Justice's campaign

RESOLUTION NO.:

200266

JUN 22 2020

PRESENTED:

ADOPTED:

**RESOLUTION RECOMMENDING THE APPOINTMENT OF PASTOR JEFFREY HAWKINS  
IN REPLACING LOYCE DRISKILL TO THE ETHICS AND ACCOUNTABILITY BOARD**

**BY THE MAYOR:**

**WHEREAS**, pursuant to Sec. 3-501-3-505, of the new Flint City Charter adopted June, 2018, the Ethics and Accountability Board was created; and

**WHEREAS**, the Ethics and Accountability Board consists of eleven (11) members with two at-large members appointed by the Mayor and each Council-person appointing one resident from their respective ward.

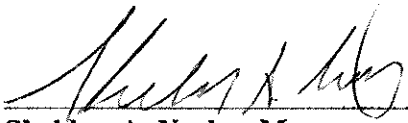
**WHEREAS**, Mayor Sheldon A. Neeley recommends the appointment of Pastor Jeffrey Hawkins (1410 Sunnyside Ave., Flint, Michigan 48503), to replace Loyce Driskill whose term expires on June 25, 2020.

**NOW THEREFORE, BE IT RESOLVED**, that Mayor Sheldon A. Neeley hereby appoints Pastor Jeffrey Hawkins (1410 Sunnyside Ave., Flint, Michigan 48503) to a six (6) year term of office commencing June 25, 2020, and expiring June 26, 2026.

**APPROVED AS TO FORM:**

  
Angela Wheeler, Chief Legal Officer

**FOR THE CITY OF FLINT:**

  
Sheldon A. Neeley, Mayor

**APPROVED BY CITY COUNCIL:**

\_\_\_\_\_  
Monica Galloway, City Council President

**Jeffery A. Hawkins, Sr.**  
**1410 Sunnyside Ave.**  
**Flint, Michigan 48504**  
**(810) 691-3558**  
**p\_pastor@att.net**

**Objective:**

To assist in the rebuilding of lives of men and women with quality life education for the betterment of themselves, their family and the community in which they live. To be able to offer my experience to assist the city of Flint to assure equality and professionalism across the board.

**Employment History:**

**Flint Board of Ed. Paraprofessional**

**Special Education** Carry out the plans and directions outlined by the lead teacher  
1993-2007 as well as facilitate programs that was directed by the principal or the Special Education Department. I also worked with several teams within the schools which assisted in after school activities.

**Business Owner Cleaning Service**

Flint, MI Manage a cleaning service in the Genesee county area where I  
1995 – Current provide services to residential and commercial clients.

**Pastor Prince of Peace Baptist Church**

Flint, MI I am currently the lead pastor of the above-mentioned church where  
2006-Current we have approximately 150 members. Thru the church I work with several organizations which objectives are but not limited to the blight, safety economic growth and producing a better quality of life for the residents of the city of Flint as well as the county.

**Other Work:** **Former Board member and Secretary at the Eagle's Nest Academy**  
**Former member of the Cease Fire Initiative with the City of Flint**  
**Board member of Community Foundation of Greater Flint**  
**Board member of Genesee Health and Human Services**  
**Board member of Flint Strive**  
**Motivational Speaker and Trainer on Diversity, including training the Sheriff's Department**  
**Member of C.A.U.T.I.O.N. with Michigan State Police**

**Education:**

Midwestern Baptist College  
Seeking a Bachelor's Degree in Christian Education  
and Church Administration

**Additional Training and Certification:**

First Aid and CPR Training 3/11

**RESOLUTION: 200268**

**PRESENTED: 6-22-20**

**ADOPTED:**

**RESOLUTION OF APPOINTMENT  
TO THE ETHICS & ACCOUNTABILITY BOARD**

**BY THE CITY COUNCIL:**

The Ethics and Accountability Board was created in June 2018 pursuant to Sections 3-501 through 3-505 of the Flint City Charter; and

Eleven members were appointed at that time to staggering terms; Council members appointed one each and the Mayor appointed two; and

Andrietta Dicks was appointed in June 2018 to a two-year term, expiring June 25, 2020; however, she resigned in December 2019, and

Councilperson Jerri Winfrey-Carter, Ward 5, has recommended the appointment of DeWaun E. Robinson to replace Ms. Dicks.

**THEREFORE, BE IT RESOLVED** that the Flint City Council approves the appointment of DeWaun E. Robinson to serve a six-year term on the Ethics and Accountability Board, commencing June 25, 2020, and expiring June 26, 2026.

**APPROVED AS TO FORM:**

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Angela Wheeler, Chief Legal Officer

**APPROVED BY CITY COUNCIL:**

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## **Biographical**

DeWaun E. Robinson  
1424 Garland St. Flint, MI 48503  
(313) 258-8967

[dewaun.robinson1@gmail.com](mailto:dewaun.robinson1@gmail.com)

### **Narrative:**

Servant leader with exceptional professional talent in public administration, community development, outreach coordination, community-based public health, program and project-driven initiatives, technology and multi-media service. A supremely motivated team player focused on organizational strategic planning by cultivating relationships with existing and new potential partners, as well, implementing sound internal control systems for sustainability.

### **Community Leadership and Service (Bio)**

DeWaun E. Robinson is a pro-active member of our community who currently serves as Chief Executive Officer at Artistic Visions Enterprise a multi-media company. There he facilitates the day-to-day operations for the overall vision of the group's mission. Artistic Visions Enterprise is a full-scale service company who specializes in systemic programming, photography, graphics designs, marketing and promotion, and event planning. The AVE brand is committed to serving its community through mentorship, voluntary work, philanthropic duties, excellence, dedication, and innovation. DeWaun previously served as the Chief Operations Officer for the Urban Renaissance Center (URC) developing programs, special projects, grant writing and management and creating the brand for the Non-Profit Organization.

### **Employment and Professional Roles:**

#### **Artistic Visions Enterprise**

Flint, MI

Chief Executive Officer

01/2014 – Present

- Founded, owned, and operate an influential multi-media educational company from inception to completion.
- Created concepts, established business plan vision, developed infrastructure departments and directed the goal of the company's mission.
- Developed and implemented a strategic plan to reduce expenses, increase profitability, recruit revenue producers and administration staff, structure operations and information technology.
- Lead senior management in business level discussion and decisions involving business vision and strategy, enterprise decisions, standardization of best practices, and project governance oversight.
- Negotiate and executed new business partnership deals with non-profit government sectors, corporations and educational institutions to maximize company growth development.
- Manage and delegate roles and responsibilities for administration, legal, and financial functions for the overall vision of the company for day-to-day company expansion operation in services, marketing and advertisement, and community outreach.

## **Urban Renaissance Center**

Flint, MI

Chief Operations Officer

06/2016 – 01/2018

- Design and implementing business strategies, core concepts, operation charts with plans, and procedures.
- Set comprehensive organizational goals for performance and growth including stability plan, strategic roadmap, and internal control systems.
- Established policies that promote company culture and vision.
- Oversee daily operation of the company and the work of department supervisors (programs, finances, neighborhood revitalization, and administration). Lead employees that encourages maximal performance and dedication. Provide mentoring as a cornerstone to the development of management team.
- Developed and implemented fundraising strategies and policies for efficient and effective fund management.
- Grant writing, proposal research, and reporting on grant funded programs and projects.
- Created program curriculum, organizations brand, operation measurements, and incited cultural and organizational change.
- Provided day-to-day leadership and management that reflects the organizations core values and mission.

## **Habitat for Humanity**

Flint, MI

Community Engagement Liaison

10/2015 -7/2016

- Engage with, support, and provide technical assistance to community-based organizations and grassroots groups in the Foss Avenue, Civic Park and Grand Traverse District neighborhoods.
- Manage/facilitate neighborhood data collection and track baseline metrics for evaluating the impact of neighborhood revitalization activities in Civic Park, Grand Traverse District, and Foss Avenues neighborhoods.
- Develop marketing strategy plans for branding the target neighborhoods with publication material, programming and activation of public spaces that provides exposure to assets in the community.
- Support the efforts of the community and city-wide groups and/or initiatives that advance neighborhood revitalization in Flint and Genesee County.
- Recruit, train and lead volunteers to conduct community perception surveys in Foss Avenue, Civic Park, Grand Traverse neighborhoods.
- Plan and develop systematic structure for target neighborhoods including beautification projects, neighborhood/city wide cleanups also build participation in the community with residents.



**Education and Training**

INSTITUTION AND LOCATION	DEGREE <i>(if applicable)</i>	YEAR(s)	FIELD OF STUDY
<b>Mott Community College Flint, MI</b>	Associate of Applied Science	2 Years	Emphasis: CAD & Design/Business Management
<b>Bellevue University Bellevue, Nebraska</b>	Bachelors of Science	2 Years	Emphasis: Non-Profit Management/Business Administration

*Committees and Community Board Service;*

- Organizing Corps 2020
- Flint Housing Commissioner
- Black Lives Matter Michigan Leadership Team
- Black Lives Matter Flint Chapter (Lead)
- Genesee County Black Democratic Caucus
- National Community Based Organization Network (President)
- Community Based Organization Partners (CBOP)
- Certified with the State of Michigan for Recovery Coach w/ Youth & Adults through Genesee Health System
- Ambassador for the Chamber of Commerce
- Greater Flint Arts Council (GFAC) Board of Director
- Juneteenth Celebration of Genesee County (Chair)
- Certified Tourism Ambassador
- Gen Forward Philanthropist
- PHI ETA PSI Fraternity



RESOLUTION NO.: 200258

PRESENTED: JUN 22 2020

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

BY THE COUNCIL:

**RESOLUTION AUTHORIZING THE CITY OF FLINT TO ENTER INTO A  
CONTRACT FOR AUDITING SERVICES WITH REHMANN ROBSON FOR THE  
FY2020, FY2021, and FY2022 AUDITS**


WHEREAS, on August 12, 2019, Flint City Council adopted resolution #10319.1 to enter into an agreement with Robson Rehmann to conduct the FY2019 financial audit.

WHEREAS, due to time constraints and the health pandemic the City of Flint is currently facing, the Department of Finance is requesting to enter into a three-year agreement with Robson Rehmann to conduct the FY2020 financial audit. Robson Rehmann is a qualified firm and is willing to again provide audit services to the City of Flint in accordance with generally accepted government auditing standards (GAGAS). Additionally, Robson Rehmann has submitted a proposal that includes a three-year option as follows: Year #1 (FY2020) \$225,000.00; Year #2 (FY2021) \$233,500; and Year #3 (FY2022) \$242,500, for a total contract amount of \$701,000.00, plus out-of-pocket expenses. Funding for this request will come from account number: 101-101.100-801.000; and

**IT IS RESOLVED**, that the appropriate City Officials are authorized to do all things necessary to enter into a three-year contract with Rehmann Robson for auditing services for FY2020 for the amount of \$225,000.00, FY2021 for the amount of \$233,500.00, and FY2022 for the amount of \$242,500.00 for a total contract price of \$701,000.00, plus out-of-pocket expenses.

APPROVED AS TO FORM:

APPROVED AS TO FINANCE:

  
Angela Wheeler (Jun 19, 2020 13:28 EDT)

Angela Wheeler, Chief Legal Officer

  
Amanda Trujillo (Jun 19, 2020 12:38 EDT)

Amanda Trujillo, Interim Chief Finance Officer

CITY COUNCIL:

\_\_\_\_\_  
Monica Galloway, Council President

June 18, 2020

Kate Fields  
Finance Committee Chair  
City of Flint  
1101 S. Saginaw St.  
Flint, MI 48502

Dear Ms. Fields,

Based on our conversation, we are submitting a proposal to audit the financial statements of the City of Flint for the year ended June 30, 2020, with an alternative three-year option for the years ending June 30, 2020-2022. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance. In addition, we will assist the City in preparing its Comprehensive Annual Financial Report. Our audit will encompass the City and its related component units (DDA and EDC) as well as federal award compliance (Single Audit).

Our proposal assumes that the City will have an appropriate level of staff (either City employees or supplemental employees provided by outside contractors) to provide the necessary resources to have the audit completed in a timely manner and that we will receive a reasonably adjusted trial balance with all accounts reconciled and supported by appropriate documentation before we start the audit fieldwork. This level of advanced preparation is essential to an efficient audit process, as trying to audit a moving target is inherently difficult and costly. Based on the assumption that City will have the necessary staff to appropriately prepare for the audit, our fees quoted below include an audit preparation discount of 15%. In any year of this proposal where the City does not have the necessary staff (internal or external) to appropriately prepare for the audit, the below fees will be increased by 15%. This is in addition to any change orders that the City may separately approve for our assistance in preparing a reasonable adjusted trial balance.

Given the substantial time and effort associated with a one-year engagement, we are offering either a one-year contract option or a three-year contract option, which would provide cost savings to the City by amortizing certain costs over several years. For context, the Government Finance Officers Association has issued a best practice, *Audit Procurement*, that states, "governmental entities should enter into multi-year agreements of at least five years in duration when obtaining the services of independent auditors".

- Option 1 - a one-year contract for the year ended June 30, 2020, the estimated fee would be \$250,000 plus out-of-pocket expenses.

- Option 2 - a three-year option for the years ended June 30, 2020-2022, the fees would be as follows, plus out-of-pocket expenses:

2020	\$	225,000
2021		233,500
2022		242,500

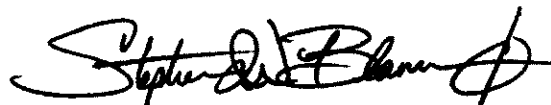
The quoted fees are based on professional standards effective as of the date of this proposal. The fees quoted may be subject to renegotiation if significant changes in professional standards or reporting requirements make our initial estimate of hours to complete the audit unrealistic. If any such changes occur, we will discuss the reasons with the City and arrive at a new fee arrangement prior to incurring any additional charges. These quoted fees include a single audit with up to three major programs. If additional major programs are required to be tested in accordance with the Uniform Guidance, our fee will be increased by \$7,500 for each major program in excess of three. If we are requested to perform any tasks outside the normal scope of an audit, we will discuss the related circumstances with City Council Finance Committee chair and arrive at a fee estimate for the additional requested assistance, which may or may not occur before we incur additional time. In these circumstances, we will issue a change order form to document the agreement between the City and Rehmann.

This proposal is based on the following required factors:

- Once we have entered into a contract, we will meet with the City and develop a mutually agreed upon milestone timeline for the entire audit process that will allow for issuance of the City's reports no later than December 23 of each year of the contract.
- Once this timeline is set, if the City is not able to meet certain milestones in the agreed upon timeframe and the audit cannot be issued by December 23 of each year, then the audit will not be completed and issued until subsequent to December 31 (i.e., it is understood that Rehmann staff will be unavailable during the holidays).
- The City will provide reasonably adjusted trial balances, schedule of expenditures of federal awards, general ledger detail and substantially all supporting documentation one week before the agreed upon fieldwork date.
- The City staff (and outside contractors) will be responsive to all audit requests and provide necessary information in a timely manner.



Douglas Deeter, CPA  
Principal



Stephen W. Blann, CPA, CGFM, CGMA  
Principal

Accepted by City of Flint:

- ☐ Option 1 - The City has chosen the one-year contract (year ended June 30, 2020 only).
- ☐ Option 2 - The City has chosen the three-year contract (years ended June 30, 2020-2022).

If the City elects Option 2 and decides to terminate the contract prior to the end of the third year, an early termination fee of \$16,000 per year remaining on the contract at the time of termination will be due and payable at the time of cancellation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title



RESOLUTION NO.: 200257

PRESENTED: JUN 22 2020

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

**BY THE COUNCIL:**

**RESOLUTION AUTHORIZING THE CITY OF FLINT TO ENTER INTO A CONTRACT  
FOR AUDITING SERVICES WITH REHMANN ROBSON FOR THE FY2020 AUDIT**

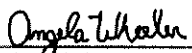
WHEREAS, on August 12, 2019, Flint City Council adopted resolution #10319.1 to enter into an agreement with Robson Rehmann to conduct the FY2019 financial audit.

WHEREAS, due to time constraints and the health pandemic the City of Flint is currently facing, the Department of Finance is requesting to enter into a one-year agreement with Robson Rehmann to conduct the FY2020 financial audit. Robson Rehmann is a qualified firm and is willing to again provide audit services to the City of Flint in accordance with generally accepted government auditing standards (GAGAS). Robson Rehmann has submitted a proposal that includes a one-year option for the FY2020 financial audit for a fee of \$250,000.00 plus out-of-pocket expenses. Funding for this request will come from account number: 101-101.100-801.000; and

**IT IS RESOLVED**, that the appropriate City Officials are authorized to do all things necessary to enter into a one-year contract with Rehmann Robson for auditing services for the FY2020 fiscal year in the amount of \$250,000.00 plus out-of-pocket expenses.

APPROVED AS TO FORM:

APPROVED AS TO FINANCE:

  
Angela Wheeler (Jun 19, 2020 13:27 EDT)

Angela Wheeler, Chief Legal Officer

  
Amanda Trujillo (Jun 19, 2020 12:36 EDT)

Amanda Trujillo, Interim Chief Finance Officer

CITY COUNCIL:

\_\_\_\_\_  
Monica Galloway, Council President

June 18, 2020

Kate Fields  
Finance Committee Chair  
City of Flint  
1101 S. Saginaw St.  
Flint, MI 48502

Dear Ms. Fields,

Based on our conversation, we are submitting a proposal to audit the financial statements of the City of Flint for the year ended June 30, 2020, with an alternative three-year option for the years ending June 30, 2020-2022. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance. In addition, we will assist the City in preparing its Comprehensive Annual Financial Report. Our audit will encompass the City and its related component units (DDA and EDC) as well as federal award compliance (Single Audit).

Our proposal assumes that the City will have an appropriate level of staff (either City employees or supplemental employees provided by outside contractors) to provide the necessary resources to have the audit completed in a timely manner and that we will receive a reasonably adjusted trial balance with all accounts reconciled and supported by appropriate documentation before we start the audit fieldwork. This level of advanced preparation is essential to an efficient audit process, as trying to audit a moving target is inherently difficult and costly. Based on the assumption that City will have the necessary staff to appropriately prepare for the audit, our fees quoted below include an audit preparation discount of 15%. In any year of this proposal where the City does not have the necessary staff (internal or external) to appropriately prepare for the audit, the below fees will be increased by 15%. This is in addition to any change orders that the City may separately approve for our assistance in preparing a reasonable adjusted trial balance.

Given the substantial time and effort associated with a one-year engagement, we are offering either a one-year contract option or a three-year contract option, which would provide cost savings to the City by amortizing certain costs over several years. For context, the Government Finance Officers Association has issued a best practice, *Audit Procurement*, that states, "governmental entities should enter into multi-year agreements of at least five years in duration when obtaining the services of independent auditors".

- Option 1 - a one-year contract for the year ended June 30, 2020, the estimated fee would be \$250,000 plus out-of-pocket expenses.

- Option 2 - a three-year option for the years ended June 30, 2020-2022, the fees would be as follows, plus out-of-pocket expenses:

2020	\$	225,000
2021		233,500
2022		242,500

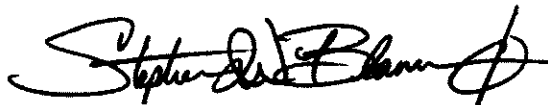
The quoted fees are based on professional standards effective as of the date of this proposal. The fees quoted may be subject to renegotiation if significant changes in professional standards or reporting requirements make our initial estimate of hours to complete the audit unrealistic. If any such changes occur, we will discuss the reasons with the City and arrive at a new fee arrangement prior to incurring any additional charges. These quoted fees include a single audit with up to three major programs. If additional major programs are required to be tested in accordance with the Uniform Guidance, our fee will be increased by \$7,500 for each major program in excess of three. If we are requested to perform any tasks outside the normal scope of an audit, we will discuss the related circumstances with City Council Finance Committee chair and arrive at a fee estimate for the additional requested assistance, which may or may not occur before we incur additional time. In these circumstances, we will issue a change order form to document the agreement between the City and Rehmann.

This proposal is based on the following required factors:

- Once we have entered into a contract, we will meet with the City and develop a mutually agreed upon milestone timeline for the entire audit process that will allow for issuance of the City's reports no later than December 23 of each year of the contract.
- Once this timeline is set, if the City is not able to meet certain milestones in the agreed upon timeframe and the audit cannot be issued by December 23 of each year, then the audit will not be completed and issued until subsequent to December 31 (i.e., it is understood that Rehmann staff will be unavailable during the holidays).
- The City will provide reasonably adjusted trial balances, schedule of expenditures of federal awards, general ledger detail and substantially all supporting documentation one week before the agreed upon fieldwork date.
- The City staff (and outside contractors) will be responsive to all audit requests and provide necessary information in a timely manner.



Douglas Deeter, CPA  
Principal



Stephen W. Blann, CPA, CGFM, CGMA  
Principal



Accepted by City of Flint:

- ☐ Option 1 - The City has chosen the one-year contract (year ended June 30, 2020 only).
- ☐ Option 2 - The City has chosen the three-year contract (years ended June 30, 2020-2022).

If the City elects Option 2 and decides to terminate the contract prior to the end of the third year, an early termination fee of \$16,000 per year remaining on the contract at the time of termination will be due and payable at the time of cancellation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

# CITY OF FLINT



PROPOSAL #21000500

RESOLUTION NO: 200246

PRESENTED: JUN 22 2020

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

BY THE CITY ADMINISTRATOR:

## RESOLUTION TO ALEXANDER CHEMICALS CORPORATION FOR LIQUID CHLORINE/SODIUM HYPOCHLORITE

The Division of Purchases & Supplies solicited proposals for Liquid Chlorine/Sodium Hypochlorite for two (2) fiscal year periods beginning 07/01/20 and ending 6/30/22 as requested by the Department of Public Works & Utilities.

Alexander Chemical Corporation, LaPorte, Indiana was the responsive bidder from three (3) solicitations for said requirements. Funding for said services will come from the following account:

Dept.	Name of Account	Account #	Grant #	Amount
DPW	WATER FUND	591-545.200-740.000	N/A	\$80,000.00

IT IS RESOLVED, that the proper city officials, approve Alexander Chemical Corporation for Liquid Chlorine/Sodium Hypochlorite for two (2) fiscal year periods beginning 07/01/20 and ending 6/30/22, for FY20/21 annual amount not to exceed \$80,000.00.

APPROVED AS TO PURCHASING:

\_\_\_\_\_  
Joyce A. McClane  
Purchasing Manager

APPROVED AS TO FORM:

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

CITY COUNCIL:

\_\_\_\_\_  
Monica Galloway, Council President

APPROVED AS TO FINANCE:

\_\_\_\_\_  
Amanda Trujillo  
Acting Chief Financial Officer

\_\_\_\_\_  
Clyde Edwards, City Administrator





## CITY OF FLINT

---

BUDGET YEAR 1

BUDGET YEAR 2

BUDGET YEAR 3

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

STAFF RECOMMENDATION: (PLEASE SELECT): ☒ APPROVED ☐ NOT APPROVED

DEPARTMENT HEAD SIGNATURE: Robert Binsale  
(PLEASE TYPE NAME, TITLE)

P21-500 - LIQUID CHLORINE/SODIUM HYPOCHLORITE 12.5% @ WATER PLANT HEIGHT OF TOTES NOT TO EXCEED 50" TWO (2) YEARS				
COMPANY	Alexander Chemical Corporation	PVS Nolwood Chemicals, Inc	JCI OR Harold Marcus	
RATE PER GALLON (220 Gallon Spider Totes)	\$ 1.0346	\$ 3.78 (275 Gallon Tote)	\$ 0.98	
RATE PER DRUM (55-Gallon Drums)	\$ 1.0346	\$ 3.78	\$ 1.10	
CONTAINER DEPOSIT	N/A	N/A	NONE	
POINT OF SHIPMENT	Kingsbury, IN	Detroit, MI	Riverview, MI	
CARRIER	Circle Transport/Common Carriers	PVS Nolwood Chemicals, Inc.		
CITY, STATE	LaPorte, IN	Detroit, Michigan		

Bids must be reviewed and evaluated before award

# CITY OF FLINT



PROPOSAL #21000501

RESOLUTION NO: **200247**

PRESENTED: **JUN 22 2020**

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

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO SHANNON CHEMICAL CORPORATION**  
**FOR PHOSPHORIC ACID 75% NSF GRADE**

The Division of Purchases & Supplies solicited proposals for Phosphoric Acid 75% NSF Grade for two (2) fiscal year periods beginning 07/01/20 and ending 6/30/22 as requested by the Department of Public Works & Utilities.

Shannon Chemical Corporation, Malvern, PA was the responsive bidder from three (3) solicitations for said requirements. Funding for said services will come from the following account:

Dept.	Name of Account	Account #	Grant #	Amount
DPW	WATER FUND	591-545.200-740.000	N/A	\$75,000.00

IT IS RESOLVED, that the proper city officials, approve Shannon Chemical Corporation for Phosphoric Acid 75% NSF Grade for two (2) fiscal year periods beginning 07/01/20 and ending 6/30/22, for FY20/21 annual amount not to exceed \$75,000.00.

APPROVED AS TO PURCHASING:

\_\_\_\_\_  
Joyce A. McClane  
Purchasing Manager

APPROVED AS TO FORM:

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

APPROVED AS TO FINANCE:

\_\_\_\_\_  
Amanda Trujillo  
Acting Chief Financial Officer

\_\_\_\_\_  
Clyde Edwards, City Administrator

CITY COUNCIL:

\_\_\_\_\_  
Monica Galloway, Council President

**P21-501 - SUPPLY PHOSPHORIC ACID 75% NSF GRADE @ WATER PLANT**  
**HEIGHT OF TOTES NOT TO EXCEED 50"**  
**TWO (2) YEARS**

COMPANY	Elhorn Engineering Company	Chemrite	Shannon Chemical Corporation
RATE PER GALLON (275 Gallon Totes)	\$ 7.4400	\$ 7.54	\$ 7.27
CONTAINER DEPOSIT	N/A	\$ -	No Charge
POINT OF SHIPMENT	Mason, MI	Savannah Georgia & Cleveland, OH	Exton, PA
CARRIER	Elhorn Company	Common Carrier	Malvern, PA
CITY, STATE	Mason, MI	Buford, GA	

*Bids must be reviewed and evaluated before award*



# **CITY OF FLINT**

## **Department of Public Works**

**Sheldon A. Neeley**  
**Mayor**

**Robert Bincsik**  
**Director**

**DATE:** June 3, 2020

**TO:** Joyce McClane  
Purchasing Manager

**FROM:** Robert Bincsik  
Director of Public Works

**RE: Proposal 21000501 Phosphoric Acid 75% NSF Grade at Water Plant**

Please be advised that after reviewing copies of sealed bids for Phosphoric Acid 75% NSF Grade, Shannon Chemical was selected as the lowest bidder. Shannon Chemical agrees to supply Phosphoric Acid 75% NSF Grade for a two (2) year period from July 1, 2020 - June 30, 2020 at \$7.27 (275 gallon totes).





**TODAY'S DATE:** June 4, 2020

**BID/PROPOSAL# 21000S01**

**AGENDA ITEM TITLE: Phosphoric Acid 75% NSF Grade for Water Treatment Plant**

**PREPARED BY: Yolanda Gray**

**VENDOR NAME:** Shannon Chemical

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

The Water Treatment Plant utilizes a number of chemicals for water treatment. Bids were solicited to supply phosphoric acid 75% NSF grade to the Water Treatment Plant for two (2) years. After reviewing, Shannon Chemical was the lowest competitive and selected to provide phosphoric acid 75% NSF grade for two (2) years.

### FINANCIAL IMPLICATIONS:

**BUDGETED EXPENDITURE? YES ☒ NO ☐ IF NO, PLEASE EXPLAIN:**

Dept.	Name of Fund	Account Number	Grant Code	Amount
591	Water Fund	545.200-740.000		\$75,000.00
		<b>FY21 GRAND TOTAL</b>		<b>\$ 75,000.00</b>

**PRE-ENCUMBERED?** YES ☒ NO ☐ **REQUISITION NO:** 20003198

**ACCOUNTING APPROVAL:**

**Date:** 6-4-2020

**WILL YOUR DEPARTMENT NEED A CONTRACT?** YES ☒ NO ☐  
(If yes, please indicate how many years for the contract) YEARS

**WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: (This will depend on the term of the bid proposal)**



## CITY OF FLINT

---

**BUDGET YEAR 1**

**BUDGET YEAR 2**

**BUDGET YEAR 3**

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

**STAFF RECOMMENDATION: (PLEASE SELECT):** ☒ **APPROVED** ☐ **NOT APPROVED**

**DEPARTMENT HEAD SIGNATURE:**

*Robert Binisch*

(PLEASE TYPE NAME, TITLE)

# CITY OF FLINT



PROPOSAL #21000502

RESOLUTION NO: 200248

PRESENTED: JUN 22 2020

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

**BY THE CITY ADMINISTRATOR:**

**RESOLUTION TO ALEXANDER CHEMICAL CORPORATION FOR LIQUID SULFUR DIOXIDE**

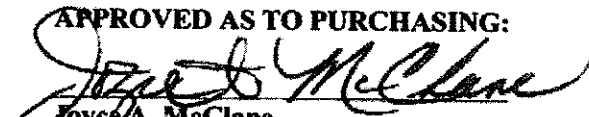
The Division of Purchases & Supplies solicited proposals for Liquid Sulfur Dioxide for two (2) fiscal year periods beginning 07/01/20 and ending 6/30/22 as requested by the Department of Public Works & Utilities.

Alexander Chemical Corporation, LaPorte, Indiana, was the responsive bidder from two (2) solicitations for said requirements. Funding for said services will come from the following account:

Dept.	Name of Account	Account #	Grant #	Amount
DPW	WATER FUND	590-550.100-740.500	N/A	\$38,000.00

IT IS RESOLVED, that the proper city officials, approve Alexander Chemical Corporation for two (2) fiscal year periods beginning 07/01/20 and ending 6/30/22, for FY20/21 annual amount not to exceed \$38,000.00 for Liquid Sulfur Dioxide.


**APPROVED AS TO PURCHASING:**


  
Joyce A. McClane  
Purchasing Manager

**APPROVED AS TO FINANCE:**

  
Amanda Trujillo  
Acting Chief Financial Officer

**APPROVED AS TO FORM:**

  
Angela Wheeler, Chief Legal Officer

  
Clyde Edwards, City Administrator

**CITY COUNCIL:**

**Monica Galloway, Council President**



**P21-502 - SUPPLY SULFUR DIOXIDE @ WATER POLLUTION CONTROL****TWO (2) YEARS**

COMPANY	JCI Jones	Alexander Chemical Corporation
RATE PER 2000 POUND (1 TON) CYLINDER	\$ 615.00	\$ 610.00
CYLINDER DEPOSIT	NONE	N/A
POINT OF SHIPMENT	Riverview, MI	Kingsbury, IN
CARRIER	JCI	Circle Transport/Common Carrier
CITY, STATE	Riverview, MI	LaPorte, IN

*Bids must be reviewed and evaluated before award*

# CITY OF FLINT



PROPOSAL #21000504

RESOLUTION NO: 200249

PRESENTED: JUN 22 2020

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

BY THE CITY ADMINISTRATOR:

## RESOLUTION TO PVS NOLWOOD CHEMICAL INC FOR LIQUID FERROUS

The Division of Purchases & Supplies solicited proposals for Liquid Ferrous for fiscal year periods beginning 07/01/20 and ending 6/30/22 as requested by the Department of Public Works & Utilities.

PVS Nolwood Chemical Inc, Detroit, Michigan, was the only responsive bidder for said requirements. Funding for said services will come from the following account:

Dept.	Name of Account	Account #	Grant #	Amount
DPW)	Chemicals	590-550.100-740.500	N/A	\$120,000.00

IT IS RESOLVED, that the proper city officials, approve PVS Nolwood Chemical Inc. for Liquid Ferrous two (2) fiscal year periods beginning 07/01/20 and ending 6/30/22, for FY20/21 annual amount not to exceed \$120,000.00.

APPROVED AS TO PURCHASING:



  
Joyce A. McClane  
Purchasing Manager

APPROVED AS TO FINANCE:

  
Amanda Trujillo  
Acting Chief Financial Officer

APPROVED AS TO FORM:

  
Angela Wheeler, Chief Legal Officer

  
Clyde Edwards, City Administrator  


CITY COUNCIL:

\_\_\_\_\_  
Monica Galloway, Council President



Doyce McClane-COF 02-01 20

**P21-504 - AQUEOUS FERROUS CHLORINE @ WATER POLLUTION CONTROL****TWO (2) YEARS**

COMPANY	PVS Chemicals	
RATE PER POUND	\$	0.59
POINT OF SHIPMENT	Detroit, MI	
CARRIER (See other details)	PVS Transportation	
CITY, STATE	Detroit, MI	

*Bids must be reviewed and evaluated before award*



# CITY OF FLINT



PROPOSAL #21000505

RESOLUTION NO: 200750

PRESENTED: JUN 22 2020

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

BY THE CITY ADMINISTRATOR:

## RESOLUTION TO POLYDYNE, INC FOR LIQUID CATIONIC POLYMER (EMULSION)

The Division of Purchases & Supplies solicited proposals for Liquid Cationic Polymer (Emulsion) for two (2) fiscal year periods beginning 07/01/20 and ending 6/30/22 as requested by the Department of Public Works & Utilities.

Polydne, Inc., Detroit, Michigan was the only responsive bidder for said requirements. Funding for said services will come from the following account:

Dept.	Name of Account	Account #	Grant #	Amount
DPW	WATER FUND	591-545.200-740.000	N/A	\$98,000.00

IT IS RESOLVED, that the proper city officials, approve Polydne, Inc., for two (2) fiscal year periods beginning 07/01/20 and ending 6/30/22, for FY20/21 annual amount not to exceed \$98,000.00 for Liquid Cationic Polymer (Emulsion).

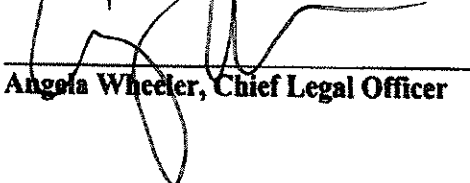
APPROVED AS TO PURCHASING:



  
Joyce A. McClane  
Purchasing Manager

APPROVED AS TO FINANCE:

  
Amanda Trujillo  
Acting Chief Financial Officer

APPROVED AS TO FORM:

  
Angela Wheeler, Chief Legal Officer

  
Clyde Edwards, City Administrator  


CITY COUNCIL:

\_\_\_\_\_  
Monica Galloway, Council President

**P21-505 - LIQUID CATIONIC FOR GRAVITY BELT THICKENER @ WATER POLLUTION CONTROL****TWO (2) YEARS**

COMPANY	Polydyne Inc	
270 Gallon Carboys (totes)	\$	1.180
	(Per Lb)	
Less than 4500 gallons via tanker, each load	\$	1.180
	(Per Lb)	
4500 gallons via tanker, each load	\$	1.140
	(Per Lb)	
POINT OF SHIPMENT	Rice GA	
CARRIER	Common Carriers	
CITY, STATE	Detroit, MI	

*Bids must be reviewed and evaluated before award recommendation*

# CITY OF FLINT



PROPOSAL #21000509

RESOLUTION NO:

200251

PRESENTED:

JUN 22 2020

ADOPTED:

BY THE CITY ADMINISTRATOR:

## RESOLUTION TO ALEXANDER CHEMICAL CORPORATION FOR LIQUID CHLORINE

The Division of Purchases & Supplies solicited proposals for Liquid Chlorine for two (2) fiscal year periods beginning 07/01/20 and ending 6/30/22 as requested by the Department of Public Works & Utilities.

Alexander Chemical Corporation, LaPorte, Indiana, was the responsive bidder from two (2) solicitations for said requirements. Funding for said services will come from the following account:

Dept.	Name of Account	Account #	Grant #	Amount
(DPW)	WATER FUND	590-550.100-740.500	N/A	\$38,000.00

IT IS RESOLVED, that the proper city officials, approve Alexander Chemical Corporation for two (2) fiscal year periods beginning 07/01/20 and ending 6/30/22, for FY20/21 annual amount not to exceed \$38,000.00 for Liquid Chlorine.

APPROVED AS TO PURCHASING:

  
Joyce A. McClane  
Purchasing Manager

APPROVED AS TO FINANCE:

  
Amanda Trujillo  
Acting Chief Financial Officer

APPROVED AS TO FORM:

  
Angela Wheeler, Chief Legal Officer

  
Clyde Edwards, City Administrator

CITY COUNCIL:

  
Monica Galloway, Council President



**Joyce McClane - COF 02 01 20**

CITY OF FLINT  
DEPARTMENT OF FINANCE  
Division of Purchases SuppliesBID DUE DATE:  
05/06/20

P21-509 - SUPPLY LIQUID CHLORINE @ WATER POLLUTION CONTROL TWO (2) YEARS		
COMPANY	JCI Jones	Alexander Chemical Corporation
RATE PER 2000 POUND (1 TON) CYLINDER	\$ 444.00	\$ 420.00
CYLINDER DEPOSIT	NONE	N/A
POINT OF SHIPMENT	Riverview, MI	Kingsbury, IN
CARRIER	JCI	Circle Transport/Common Carrier
CITY, STATE	Riverview, MI	LaPorte, IN

*Bids must be reviewed and evaluated before award recommendation*

# CITY OF FLINT



PROPOSAL #21000513

RESOLUTION NO: 200252

PRESENTED: JUN 22 2020

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

**BY THE CITY ADMINISTRATOR:**

**RESOLUTION TO JCI – JONES CHEMICALS, INC FOR SODIUM HYDROXIDE 25% NSF GRADE**

The Division of Purchases & Supplies solicited proposals for Sodium Hydroxide 25% NSF Grade for two (2) fiscal year periods beginning 07/01/20 and ending 6/30/22 as requested by the Department of Public Works & Utilities.

JCI-Jones Chemicals, Inc., Riverview, Michigan was the lowest responsive bidder from three (3) solicitations for said requirements. Funding for said services will come from the following account:

Dept.	Name of Account	Account #	Grant #	Amount
DPW	WATER FUND	591-545.200-740.000	N/A	\$150,000.00

IT IS RESOLVED, that the proper city officials, approve JCI-Jones Chemicals Inc., for Sodium Hydroxide 25% NSF Grade for two (2) fiscal year periods beginning 07/01/20 and ending 6/30/22, for FY20/21 annual amount not to exceed \$150,000.00.

**APPROVED AS TO PURCHASING:**

\_\_\_\_\_  
Joyce A. McClane  
Purchasing Manager

**APPROVED AS TO FORM:**

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

**CITY COUNCIL:**

\_\_\_\_\_  
Monica Galloway, Council President

**APPROVED AS TO FINANCE:**

\_\_\_\_\_  
Amanda Trujillo  
Acting Chief Financial Officer

\_\_\_\_\_  
Clyde Edwards, City Administrator

Joyce A. McClane

CITY OF FLINT  
DEPARTMENT OF FINANCE  
Division of Purchases Supplies

BID DUE DATE:  
05/06/20

**P21-513 - SODIUM HYDROXIDE 25% NSF GRADE @ WATER PLANT**  
**HEIGHT OF TOTES NOT TO EXCEED 50"**  
**TWO (2) YEARS**

COMPANY	PVS Nolwood Chemicals, Inc	JCI - Jones Chemicals, Inc.	Alexander Chemical Corporation
RATE PER GALLON (275 Gallon Totes)	\$ 3.93	\$ 1.15	1.7134
CONTAINER DEPOSIT	N/A	NONE	N/A
POINT OF SHIPMENT	Detroit, MI	Riverview, MI	Kingsbury, IN
CARRIER	PVS Nolwood, Inc	Common Carrier	Circle Transport/Common Carrier
CITY, STATE	Detroit, MI	Riverview, MI	LaPorte

*Bids must be reviewed and evaluated before award*



# CITY OF FLINT

**RESOLUTION STAFF REVIEW FORM**

**TODAY'S DATE:** June 4, 2020

**BID/PROPOSAL# 21000513**

**AGENDA ITEM TITLE: Sodium Hydroxide 25% NSF for Water Treatment Plant**

**PREPARED BY: Yolanda Gray**

**VENDOR NAME:** JCI Jones Chemicals

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

The Water Treatment Plant utilizes a number of chemicals for water treatment. Bids were solicited to supply sodium hydroxide 25% NSF grade to the Water Treatment Plant for two (2) years. After reviewing, JCI Jones was the lowest competitive and selected to provide sodium hydroxide 25% NSF grade for two (2) years.

**FINANCIAL IMPLICATIONS:**

**BUDGETED EXPENDITURE? YES ☒ NO ☐ IF NO, PLEASE EXPLAIN:**

Dept.	Name of Fund	Account Number	Grant Code	Amount
591	Water Fund	545.200-740.000		\$150,000.00
		<b>FY21 GRAND TOTAL</b>		<b>\$ 150,000.00</b>

**PRE-ENCUMBERED?** YES ☒ NO ☐ **REQUISITION NO:** 20003162

**ACCOUNTING APPROVAL:**

Yolanda Gray

**Date:** 6-9-2020

**WILL YOUR DEPARTMENT NEED A CONTRACT?** YES ☐ NO ☐  
(If yes, please indicate how many years for the contract) YEARS

**WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: (This will depend on the term of the bid proposal)**





## CITY OF FLINT

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**BUDGET YEAR 1**

**BUDGET YEAR 2**

**BUDGET YEAR 3**

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

**STAFF RECOMMENDATION: (PLEASE SELECT):** ☒ **APPROVED** ☐ **NOT APPROVED**

**DEPARTMENT HEAD SIGNATURE:**

*Robert Bineish*

(PLEASE TYPE NAME, TITLE)

# CITY OF FLINT



PROPOSAL #20000535

RESOLUTION NO: **200253**

PRESENTED: **JUN 22 2020**

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

BY THE CITY ADMINISTRATOR:

## RESOLUTION TO CARRIER & GABLE FOR TRAFFIC SIGNAL & REPAIR PARTS

The Division of Purchases & Supplies solicited proposals for FY19/20 for a two (2) year period beginning 07/01/19 and ending 6/30/21 for Traffic Signal and Repair Parts.

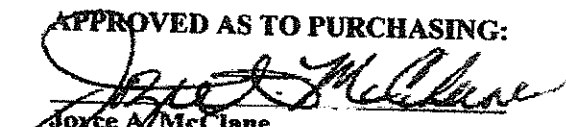
One (1) proposal was submitted. Carrier & Gable was the responsive bidder and has been a valuable vendor for years. The amount of \$120,000.00 was budgeted and pre-encumbered using purchase order 19-001881(FY19/20).

Funding for said services for FY20/21- 2<sup>nd</sup> year is available in the following account:

Dept.	Name/Description of Account	Account #	Grant #	Amount
DPW	Signal Parts & Equipment	202-443.201-726.000	N/A	\$ 100,000.00
DPW	Controller Repair	202-443.201-801.000	N/A	\$ 20,000.00

IT IS RESOLVED, that the Proper City Officials, approve Carrier & Gable for Traffic Signal and Repair Parts for a two-year period beginning 07/01/2019 and ending 6/30/21, in the annual amount of \$120,000.00 with a revised aggregate amount of \$240,000.00.

APPROVED AS TO PURCHASING:

  
Joyce A. McClane  
Purchasing Manager

APPROVED AS TO FINANCE:

  
Amanda Trujillo  
Acting Chief Financial Officer

APPROVED AS TO FORM:

  
Angela Wheeler, Chief Legal Officer

  
Clyde Edwards, City Administrator

CITY COUNCIL:

\_\_\_\_\_  
Monica Galloway, Council President

**RESOLUTION STAFF REVIEW**

**DATE:** September 16, 2019

**Agenda Item Title:** AUTHORIZATION TO APPROVE A PURCHASE ORDER  
IN THE AMOUNT OF \$120,000 WITH CARRIER & GABLE FOR TRAFFIC  
SIGNAL REPAIR PARTS.

**Prepared By:** Sherri Tolbert

**Background/Summary of Proposed Action:** This requisition is for traffic signal  
parts & repairs.

**Financial Implications:** This is a budgeted expense.

**Budgeted Expenditure?** Yes ☒ No ☐ Please explain if no:

**Account No.:** 202-443.201-726.000 (\$100,000) & 202-443.201-801.000 (\$20,000)

**Pre-encumbered?** Yes ☒ No ☐ Requisition 190002070

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

**Staff Recommendation:** Recommend Approval

**Staff Person:** Betty J. Wideman  
Betty Wideman, Transportation Division Manager

PROPOSAL #20000535 - 2 YR. SUPPLY OF VARIOUS TRAFFIC SIGNAL PARTS & CONTROLLER REPAIR SERVICES	
CARRIER & GABLE, INC	
TOTAL YEAR 1	TOTAL YEAR 2
\$ 122,966.25	\$ 129,067.55

**PLEASE NOTE:**

**EVALUATION OF PROPOSAL:** In the City's evaluation of proposals, at minimum: cost, serviceability, financial stability, and all requirements set forth in this document shall be considered as selection and award criteria unless otherwise specified.

**DEPARTMENT OF TRANSPORTATION**  
**TRAFFIC ENGINEERING DIVISION**  
702 W. Twelfth St  
Flint, MI 48502

**MEMORANDUM**

**TO:** Joyce A. McClane  
Purchasing Manager

**THRU:** Betty Wideman *BW*  
Transportation Director

**FROM:** Sherri Tolbert  
Traffic Control Systems Coordinator

**DATE:** September 16, 2019

**SUBJECT: BIDS FOR TRAFFIC SIGNAL REPAIR PARTS**

Having reviewed the quotes in response to this bid request, of the two bids submitted, Carrier & Gable Inc. is the only bid for Eagle/Brown signal equipment and controllers. Therefore, I recommend accepting the bid from Carrier & Gable Inc.

If you have any questions please call me at ext. 2812.

SAT/sat



**Dr. Karen Weaver**  
**Mayor**

# **CITY OF FLINT**

## **Department of Purchases & Supplies**

**July 18, 2019**

**TO:** Betty Wideman  
Transportation Director

**FROM:** Joyce A. McClane  
Purchasing Manager

**SUBJECT:** SEALED BIDS

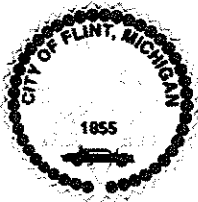
Attached is one (1) sealed bid that were received for Proposal #20-535- 2 yr. supply of Various Traffic Signal Parts & Controller Repair Services. These copies are yours to keep. These bids were opened on June 27, 2019.

If you decide to move forward with this bid, please attach a staff resolution form when you send back your recommendation.

Also, make sure that your requisition has been updated and pre-encumbered with the correct price. If your recommendation is under \$10,000.00, you do not need to include a staff resolution form.

**Please note:** if your project is being funded by any grants issued by the federal government, you must go to [www.epls.gov](http://www.epls.gov) to ensure that the selected vendor has not been debarred.

# CITY OF FLINT



PROPOSAL #20000544

RESOLUTION NO: 200254

PRESENTED: JUN 22 2020

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

BY THE CITY ADMINISTRATOR:

## RESOLUTION TO WEINSTEIN ELECTRIC FOR ELECTRICAL SUPPORT SERVICES

The Division of Purchases & Supplies solicited proposals for FY19/20 for a two (2) year period beginning 07/01/19 and ending 6/30/21 for Electrical Support Services.

Two (2) proposals were submitted. Weinstein Electric was the lowest responsive bidder for said services as requested by Public Works & Utilities. Purchase orders were pre-encumbered in the amount of \$70,208.00.

This request is for authorization for additional electrical support services for several decorative street lights for which the City is responsible for repairs. Approximately thirty streetlights are currently non-functioning. Funding for said services are available in the following account:

Dept.	Name of Account	Account #	Grant #	Amount
DPD	Streetlights Professional Services	219-443.206-801.000	N/A	\$ 13,725.00

IT IS RESOLVED, that the Proper City Officials, approve Weinstein Electric for Electrical Support Services for a two-year period beginning 07/01/2019 and ending 6/30/21 and additional electrical support for thirty streetlights currently nonfunctioning in the amount of \$13,725.00 with a revised aggregate amount of \$83,933.00.

APPROVED AS TO PURCHASING:


  
Joyce A. McClane  
Purchasing Manager

APPROVED AS TO FINANCE:

  
Amanda Trujillo  
Acting Chief Financial Officer

APPROVED AS TO FORM:

  
Angela Wheeler, Chief Legal Officer

  
Clyde Edwards, City Administrator

CITY COUNCIL:

\_\_\_\_\_  
Monica Galloway, Council President

06/14/2020

VENDOR ACTIVITY REPORT FOR CITY OF FLINT

Post Date	Req #	PO #	Status	Description	Amount
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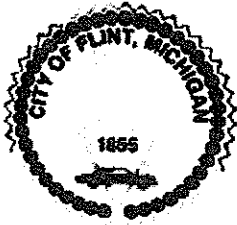
**0000000203 WEINSTEIN ELECTRIC COMPANY**

11/06/2019	190002061	19-002120	Partial	ELECTRICAL SUPPORT AS NEEDED - WEINSTEIN	58,312.00
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05/05/2020	200003100	20-002464	Open	ELECTRICAL UPGRADE IN THE NEW OMBUDSMAN'S OFFICE	11,896.00
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Total: **70,208.00**





# CITY OF FLINT

## DEPARTMENT OF PUBLIC WORKS

Dr. Karen W. Weaver  
Mayor

Robert Bincsik  
Director of Public Works

November 5, 2019

**TO:** Joyce A. McClane  
Purchasing Manager

**FROM:** Robert Bincsik, Director *RB*  
Public Works & Utilities

**SUBJECT:** RECOMMENDATION – ELECTRICAL SUPPORT – PROPOSAL #20-544

I have carefully reviewed the bids received for electrical support services. I am recommending the low bidder, Weinstein Electric, in the amount not to exceed \$40,000.00.

I am requesting a purchase order in the amount not to exceed \$40,000.00. Requisition #19002061 has been pre-encumbered.

If you have any questions or concerns, feel free to give me a call at 810 577-8267.

/km



# CITY OF FLINT

## RESOLUTION STAFF REVIEW FORM

**TODAY'S DATE: 06/11/2020**

**BID/PROPOSAL#:**

**AGENDA ITEM TITLE:** Weinstein Electric – decorative street lights repairs

**PREPARED BY:** Suzanne Wilcox, Director, DPD

**VENDOR NAME:** Weinstein Electric

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

The City of Flint is the owner of several decorative street lights for which we are responsible for repairs. We have identified approximately 30 streetlights that are currently non-functioning. Funding to repair these lights is available in the City's Streetlights Professional Services budget. The City has a contract with Weinstein Electric, and we have secured a quote to repair these lights. The estimated cost is approximately \$13,725.

**FINANCIAL IMPLICATIONS:** This project will use funding from the City's Streetlights professional services account. Funding is available and will not impact the ability to continue to pay Consumers Energy for the utilities that Consumers is responsible for.

**BUDGETED EXPENDITURE? YES ☒ NO ☐ IF NO, PLEASE EXPLAIN:**

<b>Dept.</b>	<b>Name of Account</b>	<b>Account Number</b>	<b>Grant Code</b>	<b>Amount</b>
DPD	Streetlights Professional Services	219-443.206-801.000	n/a	13,725
		<b>FY19/20 GRAND TOTAL</b>		<b>\$13,725</b>

**PRE-ENCUMBERED?** YES ☒ NO ☐ **REQUISITION NO:** 200003358

ACCOUNTING APPROVAL: Mary Jarvis Date: 06/11/2020



RESOLUTION NO.: 200255

PRESENTED: JUN 22 2020

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

**CHANGE ORDER #2: RESOLUTION APPROVING EXTENSION OF CONTRACT WITH BOYD'S LAWN AND LANDSCAPING FOR MOWING OF PARKS, TRAILS, CEMETERIES, CENTERS AND TRIANGLES**

**BY THE MAYOR:**

**WHEREAS**, On February 14, 2018, the City of Flint entered into a contract with Boyd's Lawn and Landscaping, 5103 W. Coldwater Rd., Flint, Michigan (resolution #180054) for the mowing of parks, trails, cemeteries, centers, and triangles for the first phase of a five year period (2018-2022) in the amount of \$120,600.00 as requested by Planning & Development; and

**WHEREAS**, The Department of Planning & Development is requesting the third year of mowing through June 30, 2021 in the amount of \$154,500.00. Funding for said services will come from the following account: 208-752.102-801.000 (Park/Recreation Fund); and

**IT IS RESOLVED** that appropriate City Officials are authorized to do all things necessary to enter into change order #2 to the contract with Boyd's Lawn & Landscaping for the third year of mowing parks, trails, cemeteries, centers, and triangles through June 30, 2021 in the amount not to exceed \$154,500.00 and an aggregate amount of \$534,852.00.

**APPROVED AS TO FINANCE:**

Amanda Trujillo  
Amanda Trujillo  
Deputy Finance Director

**APPROVED AS TO FORM:**

Angela Wheeler  
Angela Wheeler  
Chief Legal Officer

**ADMINISTRATION:**

\_\_\_\_\_  
Sheldon Neeley  
Mayor

**CITY COUNCIL:**

\_\_\_\_\_  
Monica Galloway  
City Council President

Angela Wheeler

# CITY OF FLINT



## CITY OF FLINT

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**WILL YOUR DEPARTMENT NEED A CONTRACT?** YES ☐ NO ☒

(If yes, please indicate how many years for the contract) \_\_\_\_\_ YEARS

**WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR:** (This will depend on the term of the bid proposal)

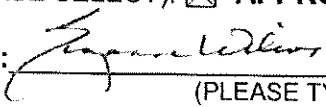
**BUDGET YEAR 1**

**BUDGET YEAR 2**

**BUDGET YEAR 3**

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

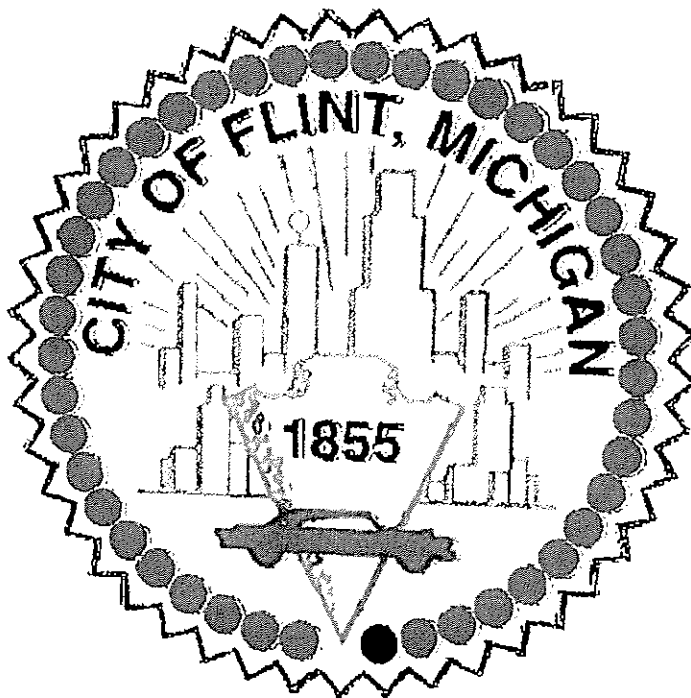
**STAFF RECOMMENDATION: (PLEASE SELECT):** ☒ **APPROVED** ☐ **NOT APPROVED**

**DEPARTMENT HEAD SIGNATURE:**  Director, Department of Planning and Dev.  
(PLEASE TYPE NAME, TITLE)

**DPD**

**18-007**

# **CITY OF FLINT MICHIGAN**



Boyd's Lawn & Landscaping  
FY 2017-18  
Parks Mowing & Trimming Services  
\$120,600.00

# **CONTRACTS**

(Purchasing #18000027)

190103  
SUBMISSION NO.:

PRESENTED: 3-21-19

ADOPTED: 3-25-2019

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO BOYD'S LAWN & LANDSCAPING FOR MOWING OF PARKS, TRAILS,  
CEMETERIES, CENTERS AND TRIANGLES**

**RESOLUTION**

On February 14, 2018, the Proper City Officials were authorized to enter into a contract with Boyd's Lawn & Landscaping, 5103 W. Coldwater Rd., Flint, Michigan (resolution #180054) for the mowing of parks, trails, cemeteries, centers and triangles for the first year of a five year period in the amount of \$120,600.00 as requested by Planning & Development; and

The Department of Planning & Development has requested the second year of mowing through June 30, 2020 in the amount of \$259,752.00. Funding for said services will come from the following account: 208-752.102-801.000; and

IT IS RESOLVED, that the Proper City Officials, upon City Council's approval, are hereby authorized to enter into change order #1 to the contract with Boyd's Lawn & Landscaping for the second year of mowing parks, trails, cemeteries, centers and triangles through June 30, 2020 in the amount not to exceed \$259,752.00 and an aggregate amount of \$380,352.00. (Park/Recreation Fund) \$86,574.00 FY19, \$173,148.00 pending adoption of the FY20 budget

APPROVED PURCHASING DEPT

  
Bryan B. Bond  
Interim Purchasing Manager

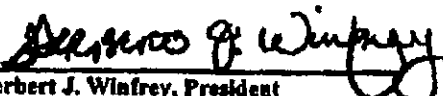
APPROVED AS TO FINANCE:

  
Hugh Newsome  
Chief Financial Officer

APPROVED AS TO FORM

  
Angela Casella  
Chief Legal Officer

  
Steve Branch, City Administrator

  
Herbert J. Winfrey, President  
City Council

## CHANGE ORDER

SUBMISSION NO.: 190103

ADOPTED DATE: 3-25-2019

NAME OF PROJECT: Park Mowing and Trimming Services

19-60 83

CONTRACTOR: Boyd's Lawn and Landscaping

The following changes are hereby made to the contract document:

The Department of Planning & Development was authorized by the Flint City Council on March 25<sup>th</sup> to enter into the second year of a five year contract with Boyd's Lawn and Landscaping for mowing of parks, trails, cemeteries, centers, and triangles in the amount not to exceed \$259,752.00 with a revised aggregate amount of \$380,352.00. This contract will cover mowing and trimming services until June 30<sup>th</sup>, 2020 and includes additional properties. Resolution #190103 is attached as is a Notice to Enter into Contract from the City's Purchasing Manager.

### CHANGE TO CONTRACT PRICE

ORIGINAL CONTRACT AMOUNT: \$ \$120,600.00

CURRENT CONTRACT AMOUNT ADJUSTED BY  
PREVIOUS CHANGE ORDERS: \$ 0.00

THE CONTRACT AMOUNT DUE TO THIS CHANGE  
ORDER WILL BE INCREASED BY: \$ 259,752.00

THE NEW CONTRACT AMOUNT DUE TO THIS  
CHANGE ORDER WILL BE: \$ 380,352.00

CONTRACT TIME CHANGE -

ACCEPTED: CONTRACTOR

FIRM: Boyd's Lawn and Landscaping

BY: [Signature]

TITLE: Owner

ADDRESS: 5103 W Coldwater Rd Flint MI

APPROVED AS TO FORM:

[Signature]  
Angela Wheeler,  
Chief Legal Officer

THE CITY OF FLINT  
A MUNICIPAL CORPORATION

BY: [Signature]  
Dr. Karen W. Weaver,  
Mayor





# CITY OF FLINT

## Department of Purchases & Supplies

Dr. Karen Weaver  
Mayor

Joyce A. McClane  
Purchasing Manager

April 11, 2019

TO: Suzanne Wilcox, Director  
Planning & Development

FROM: Joyce A. McClane *JAM*  
Purchasing Manager

**SUBJECT: NOTICE TO ENTER INTO A CONTRACT – BOYD'S LAWN & LANDSCAPING**

Please be advised that the abovementioned vendor has been approved by City Council on March 25, 2019 for change order #1 to the contract for the second year of a three year mowing of parks, trails, cemeteries, centers and triangles in an amount not to exceed \$259,752.00 and a revised aggregate amount of \$380,352.00. You are now authorized to enter into a contract with Boyd's Lawn & Landscaping.

If you have any questions, please feel free to give me a call.

Attachment

**CITY OF FLINT CONTRACT WITH  
Boyd's Lawn and Landscaping**

The purpose of this agreement is to enter into a contract to provide equipment and mowing & trimming services for parks, traffic triangles, and traffic medians (hereinafter "Services") for the City of Flint (hereinafter "City") and Boyd's Lawn and Landscaping. (hereinafter "Contractor").

**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.

**Arbitration:** Contractor agrees that for all claims, disputes, and other matters arising out of or relating to this agreement, Contractor must request the City's consent to arbitrate within 30 days from the date the Contractor 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 Contractor whether it agrees to arbitrate. If the City does not consent, Contractor 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) Contractor's failure to comply with any portion (including timeliness) of this provision shall be deemed a permanent waiver and forfeiture of the claim, dispute, or question.

(e) These provisions shall survive the termination or expiration of this agreement.

**City Income Tax Withholding:** Contractor and any subcontractor engaged in this contract shall withhold from each payment to his 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 ½ % 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.

**Compensation:** The City shall pay for requested services as have been set forth herein, a total contract price not to exceed \$120,600.00 upon submission of proper invoices, releases, affidavits, and the like. Contractor recognizes that the City does not guarantee it will require any set amount of services. Contractor's services will be utilized as needed and as determined solely by the City of Flint. Contractor expressly recognizes that it has no right to payment of any amount exceeding \$120,600.00. Contractor agrees that oral agreements by City officials to pay a greater amount are not binding.

I. Contractor shall submit itemized invoices on a monthly basis 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 by e-mail to: accountspayable@cityofflint.com and Amoore@cityofflint.com (City of Flint, Planner II)

It is solely within the discretion of the City as to whether Contractor has provided a proper invoice. The City may require additional information or waive requirements as it sees fit. The City will notify the Contractor of any errors or lack of sufficient documentation within 14 days of receipt of the invoice.

**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.

**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.

**Effective Date:** This contract shall be effective upon the date that it is executed by all parties and presented to the City of Flint Clerk.

**Certification, Licensing, Debarment, Suspension and Other Responsibilities:** Contractor warrants and certifies that Contractor 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. Contractor 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 Contractor contractual relationship with the City. Failure to comply with this section constitutes a material breach of this Contract. Should it be determined that contractor performed work under this contract while in non-compliance with this provision, Contractor agrees to reimburse the City for any costs that the City must repay to any and all entities.

**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.

**Good Standing:** Contractor 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.

**Hold Harmless and Indemnification:** To the fullest extent permitted by law, Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees, volunteers and others working on behalf of the City, against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any and all damages which may be asserted, claimed, or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, arising out of this Agreement, including but not limited to those by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, including those which may arise as a result of Contractor's acts, omissions, faults, and negligence or that of any of his employees, agents, and representatives. Should the Contractor fail to indemnify the City in the above-mentioned circumstances, the City may deduct the cost that it incurs from amounts owing under the Agreement without prior notice. These provisions shall survive the termination on expiration of this agreement.

**Independent Contractor:** No provision of this contract shall be construed as creating an employer-employee relationship. It is hereby expressly understood and agreed that Contractor is an "independent contractor" as that phrase has been defined and interpreted by the courts of the State of Michigan and, as such, Contractor is not entitled to any benefits not otherwise specified herein.

**Insurance/Worker's Compensation:** Contractor shall not commence work under this contract until he has procured and provided evidence of the insurance required under this

section. 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 Risk Manager. Policies shall be reviewed by the City's Risk Manager for completeness and limits of coverage. All coverage shall be with insurance carriers acceptable to the City of Flint. Contractor shall maintain the following insurance coverage for the duration of the contract.

(a) Commercial General Liability coverage of not less than one million dollars (\$1,000,000) combined single limit with the City of Flint, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, named as "Additional Insureds." This coverage shall be written on an ISO occurrence basis form and 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. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether said other available coverage be primary, contributing, or excess.

(b) Workers Compensation Insurance in accordance with Michigan statutory requirements, including Employers Liability coverage.

(c) Commercial Automobile Insurance in the amount of not less than \$1,000,000 combined single limit per accident with the City of Flint, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, named as "Additional Insureds." This coverage shall be written on ISO business auto forms covering Automobile Liability, code "any auto."

(d) Professional Liability - Errors and Omissions. All projects involving the use of Architects, civil engineers, landscape design specialists, and other professional services must provide the City of Flint with evidence of Professional Liability coverage in an amount not less than one million dollars (\$1,000,000). Evidence of this coverage must be provided for a minimum of three years after project completion. Any deductibles or self-insured retention must be declared to and approved by the City. In addition, the total dollar value of all claims paid out on the policy shall be declared. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention with respect to the City, its officials, employees, agents and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim, administration, and defense expenses.

Contractor shall furnish the City with two certificates of insurance for all coverage requested with original endorsements for those policies requiring the Additional Insureds. 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. In addition, the wording "Endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind

upon the company, its agents or representatives" must be removed from the standard ACORD cancellation statement. These certificates must identify the City of Flint, Risk Management Division, as the "Certificate Holder." Contractor 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, Contractor shall deliver renewal certificates and copies of the new policies to the City of Flint at least ten days prior to the expiration date. Contractor shall ensure that all subcontractors utilized obtain and maintain all insurance coverage required by this provision.

**Laws and Ordinances:** Contractor shall obey and abide by all of the laws, rules and regulations of the Federal Government, 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.

**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.

**No Third-Party Beneficiary:** No contractor, subcontractor, mechanic, materialman, laborer, vendor, or other person dealing with the principal Contractor shall be, nor shall any of them be deemed to be, third-party beneficiaries of this contract, but each such person shall be deemed to have agreed (a) that they shall look to the principal Contractor as their sole source of recovery if not paid, and (b) except as otherwise agreed to by the principal Contractor and any such person in writing, they may not enter any claim or bring any such action against the City under any circumstances. Except as provided by law, or as otherwise agreed to in writing between the City and such person, each such person shall be deemed to have waived in writing all rights to seek redress from the City under any circumstances whatsoever.

**Non-Assignability:** Contractor 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 Contractor 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.

**Non-Disclosure/Confidentiality:** Contractor agrees that the documents identified herein as the contract documents are confidential information intended for the sole use of the City and that Contractor 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.

**Non-Discrimination:** Contractor 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.

**Notices:** Notices to the City of Flint shall be deemed sufficient if in writing and mailed,

postage prepaid, addressed to Adam Moore, Planner II, City of Flint, 1101 S. Saginaw Street, Room B17, Flint, Michigan 48502 and Inez Brown, 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 Contractor shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to 5103 W. Coldwater Rd. Flint, MI 48504, or to such other address as may be designated in writing by Contractor from time to time.

**R-12 Prevailing Wages:** Contractor is aware of City of Flint Resolution #R-12 dated April 8, 1991, which is hereby incorporated by reference, and agrees to abide by all of the applicable covenants and requirements set forth in said resolution.

**Records Property of City:** All documents, information, reports and the like prepared or generated by Contractor as a result of this contract shall become the sole property of the City of Flint.

**Scope of Services:** Contractor shall provide all of the materials, equipment, supplies, tools, superintendence and other accessories and services necessary to complete the project in accordance with the proposals submitted opened on February 2, 2018.

Work will be conducted between the spring and fall of 2018 and may be subject for individual annual renewal in 2019, 2020, 2021, and 2022. It is the City's intention that parks, cemeteries, trails, medians, and traffic triangles will be mowed bi-weekly at least 14 times a year with 6 optional mows used at the City's discretion, however, no minimum amount of work is guaranteed. City Hall and fire stations will be mowed weekly, or at the City's discretion. Work done around fire stations and City Hall will be managed by the Department of Public Works.

**Location of Services: Parks**

<b>ZONE 1 (Northwest)</b>		<b>Single Cut</b>		<b>Double Cut</b>	
Bassett Park	\$	450.00	\$	900.00	
McClellan Park	\$	20.00	\$	40.00	
Clara Hilborn Park	\$	140.00	\$	280.00	
Fleming Park	\$	40.00	\$	80.00	
Hasselbring Park	\$	450.00	\$	900.00	
Iroquois Park	\$	120.00	\$	240.00	
Martin Park	\$	50.00	\$	100.00	
Sarvis Park	\$	150.00	\$	300.00	
Wilkins Park	\$	20.00	\$	40.00	
<b>ZONE 1 (Northwest) Total</b>	<b>\$</b>	<b>1,440.00</b>	<b>\$</b>	<b>2,880.00</b>	
<b>ZONE 2 (West)</b>					
Cronin Derby Downs	\$	140.00	\$	280.00	
Dort Park	\$	40.00	\$	80.00	
Dougherty Park	\$	10.00	\$	20.00	
Durant Park	\$	40.00	\$	80.00	
Eldorado Vista Park	\$	80.00	\$	160.00	
Genesee Valley Trail Margins	\$	20.00	\$	40.00	

Gerholz Park	\$	30.00	\$	60.00
Hardenbrook Park	\$	50.00	\$	100.00
Mann Hall Park	\$	20.00	\$	40.00
McCallum Park	\$	15.00	\$	30.00
Metawanenee Park	\$	15.00	\$	30.00
Oak Park	\$	120.00	\$	240.00
Ramona Park	\$	15.00	\$	30.00
Sarginson Park	\$	60.00	\$	120.00
<b>ZONE 2 (West) Total</b>	<b>\$</b>	<b>655.00</b>	<b>\$</b>	<b>1,310.00</b>

**ZONE 3 (East)**

Bundy Park	\$	15.00	\$	30.00
Amos Park	\$	7.50	\$	15.00
Avondale Cemetery	\$	225.00	\$	450.00
Cook Park	\$	225.00	\$	450.00
Delaware Park	\$	7.50	\$	15.00
Kearsley Park	\$	450.00	\$	900.00
Longway Park	\$	400.00	\$	800.00
Polk Park	\$	7.50	\$	15.00
Rollingwood	\$	125.00	\$	250.00
Whaley Park	\$	450.00	\$	900.00
<b>ZONE 3 (East) Total</b>	<b>\$</b>	<b>1,912.50</b>	<b>\$</b>	<b>3,825.00</b>

**ZONE 4 (Southeast)**

Aldrich Park	\$	35.00	\$	70.00
Atherton Park	\$	135.00	\$	270.00
Burroughs Park	\$	150.00	\$	300.00
Farnumwood Park	\$	150.00	\$	300.00
Pierce Park	\$	30.00	\$	60.00
Windiate Park	\$	140.00	\$	280.00
Woodlawn Park	\$	75.00	\$	150.00
<b>ZONE 4 (Southeast) Total</b>	<b>\$</b>	<b>715.00</b>	<b>\$</b>	<b>1,430.00</b>

**ZONE 6 (Municipal Buildings)**

City Hall & Fire Station #1	\$	100.00	\$	200.00
Fire Station #3	\$	15.00	\$	30.00
Fire Station #5	\$	5.00	\$	10.00
Fire Station #8	\$	15.00	\$	30.00
Fire Station #6	\$	5.00	\$	10.00
<b>ZONE 6 (Municipal Buildings) Total</b>	<b>\$</b>	<b>140.00</b>	<b>\$</b>	<b>280.00</b>



# **ZONE 8 ( Street Triangles)**

12th/Grand Traverse	\$	5.00	\$	10.00
8th & 9th Corners and Triangles	\$	5.00	\$	10.00
Atherton Triangle	\$	2.50	\$	5.00
Beech/Wellington/Church	\$	2.50	\$	5.00
Beecher Triangle	\$	5.00	\$	10.00
Broadway Blvd	\$	40.00	\$	80.00
Burr Blvd	\$	20.00	\$	40.00
Cadillac Triangle	\$	2.50	\$	5.00
Chavez/Kearsley Park Triangle	\$	2.50	\$	5.00
Chester Simmons Triangle	\$	35.00	\$	70.00
Chevrolet Medians	\$	70.00	\$	140.00
Chevrolet Blvd	\$	70.00	\$	140.00
Chicago Triangles	\$	5.00	\$	10.00
	\$	2.50	\$	5.00
	\$	2.50	\$	5.00
Civic Park Triangles	\$	5.00	\$	10.00
	\$	5.00	\$	10.00
Colorado Triangle	\$	2.50	\$	5.00
Commonwealth Triangles	\$	25.00	\$	50.00
	\$	5.00	\$	10.00
	\$	5.00	\$	10.00
Davison/Lewis Triangle	\$	5.00	\$	10.00
Dayton Blvd	\$	40.00	\$	80.00
Dayton Triangles	\$	5.00	\$	10.00
Dort/Leith	\$	20.00	\$	40.00
Dupont Blvd	\$	40.00	\$	80.00
E. Court & 5th, Lapper & 5th Triangles	\$	40.00	\$	80.00
East Lawn Triangles	\$	5.00	\$	10.00
Fenton/Atherton Triangle	\$	2.50	\$	5.00
Forest Hill Blvd	\$	40.00	\$	80.00
Grand Traverse Triangle	\$	20.00	\$	40.00
Hamilton Blvd	\$	60.00	\$	120.00
Hamilton Triangle	\$	40.00	\$	80.00
Hammerburg Triangle	\$	2.50	\$	5.00
James P Cole Blvd	\$	100.00	\$	200.00
James P Cole Triangle	\$	2.50	\$	5.00
Kearsley Park Triangle	\$	2.50	\$	5.00
Linsey Blvd	\$	10.00	\$	20.00
Lippincott Blvd	\$	40.00	\$	80.00
Longway Blvd and Triangles	\$	80.00	\$	160.00
	\$	2.50	\$	5.00
	\$	2.50	\$	5.00
Mackin/Dupont Triangle	\$	2.50	\$	5.00

Mott Park Triangles	\$	5.00	\$	10.00
	\$	2.50	\$	5.00
	\$	2.50	\$	5.00
North Street Medians	\$	20.00	\$	40.00
North/South Chavez	\$	20.00	\$	40.00
	\$	20.00	\$	40.00
Ogema Triangle	\$	2.50	\$	5.00
Paterson Medians	\$	20.00	\$	40.00
Perry Street Triangles	\$	20.00	\$	40.00
	\$	5.00	\$	10.00
Ramsey Triangle	\$	2.50	\$	5.00
Riverside Triangle	\$	40.00	\$	80.00
S. Saginaw Median	\$	10.00	\$	20.00
Saginaw/University	\$	2.50	\$	5.00
Saginaw/Atherton Triangle	\$	2.50	\$	5.00
Stevenson/5th Triangle	\$	5.00	\$	10.00
Triangle on Greenway and Welch	\$	10.00	\$	20.00
Victoria Triangle	\$	2.50	\$	5.00
Wyoming Triangle	\$	2.50	\$	5.00
Welch Medians	\$	10.00	\$	20.00
<b>ZONE 8 ( Street Triangles)</b>				
<b>Total</b>	<b>\$</b>	<b>1,085.00</b>	<b>\$</b>	<b>2,170.00</b>

The City of Flint reserves the right to remove assigned properties with 30 days prior notice.

**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.

**Standards of Performance:** Contractor 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 Contractor. Contractor agrees that all of the obligations required by him under this Contract shall be performed by him or by others employed by him and working under his direction and control. The continued effectiveness of this contract during its term or any renewal term shall be contingent upon Contractor maintaining his certification in accordance with the requirements of State law.

Work shall be conducted with the utmost professionalism and care and shall include:

- Routine lawn mowing, trimming and edging are required to maintain a manicured, uniform, dense stand of turf during the entire mowing season. **Mowing blades shall be set between 2.5 and 3 inches.**
- All turf areas shall be completely mowed and left without clippings or rolled grass after each scheduled cut.
- All mowing shall be done with clean, freshly sharpened and properly adjusted rotary mulching/recycling or reel type mowing equipment.
- All play equipment, trees, buildings, fencing, light poles, downed limbs, pavilions and other obstacles shall be weed whipped and trimmed after each scheduled cut.
- Sidewalks, walkways, parking lots, and curb lines shall be trimmed/edged after each scheduled cut. All trimmings on parking lots, sidewalks, walkways, basketball/tennis courts, curb lines or other hard surfaces shall be eliminated by whatever means are available to the Contractor and at no expense to the City. Clippings shall not be blown into the street.
- Mowing direction shall be varied with each mowing to change the patterns of wear and cut. Mow no closer than 4" to trees or park equipment or other obstacles. Trimming shall be completed around trees, etc. so as to avoid damage.
- **If grass clippings left by the mowing lay on top of the grass and become unsightly the clippings shall be eliminated by whatever means are available to the Contractor and at no expense to the City. Clippings shall not be blown into the streets.**
- Normal, everyday litter shall be removed prior to mowing. The City of Flint shall be contacted immediately if large quantities of illegal dumped debris are present.
- Clippings and related mowing and maintenance waste from all walks, grounds cover beds, parking lots and drives, etc. shall be removed from the site before mowing is considered complete and before the Contractor leaves the job site. Contractor is responsible for proper, legal disposal of waste.
- Under no circumstances are areas with saturated soils to be mowed that will result in destruction of turf or the soil profile by mowing equipment. In the event of wet conditions, which prevent full service on the property, the City of Flint is to be notified.
- **Unless explicitly instructed in writing, wet areas, low-lying areas, heavily wooded areas, or areas of rough terrain are to be trimmed.**
- The City of Flint may make temporary signage available for the contractor to mark areas that are "too wet to mow" to provide communication to residents.

#### Evaluation:

Each contractor will be evaluated on a monthly basis to ensure proper performance of their work. Appendix A contains a sample of the evaluation standards for each property.

Contractor's performance will be reviewed every month to evaluate their performance based on standards in the RFP and contract. A total of 10 points are available for each property based on the criteria below. Scores of 0 to 5 will result in Unsatisfactory rating, 6 to 7 Needs Improvement, and 8 or above Satisfactory.

All property scores will be averaged into one monthly score, which will determine if the contractor's performance is Unsatisfactory, Needs Improvement, or Satisfactory.

A monthly average of Unsatisfactory twice over the season or Needs Improvement 5 times over the season will result in a formal Notice of Complaint by the City of Flint. Contractors will have 30 days to remedy the poor performance that resulted in Notice of Complaint. Failure to do so may be used as cause to terminate the contract with the vendor.

Property scores of Unsatisfactory for any one single property 3 times in one season will also result a formal Notice of Complaint by the City of Flint. Failure to remedy the poor performance at that property may be used as cause to terminate the contract with the vendor.

**Frequency of Mowing/Scheduling:**

Mowing will be conducted at the discretion of the City of Flint.

- Contractor shall be assigned properties to be maintained by the City of Flint.
- Mowing, trimming, edging and clipping removal shall occur approximately every 14 days or as scheduled by the City of Flint. Please see above for general standards of service.
- It is the City's intention to cut the grass at least 14 times between March and December. Up to 6 individual, optional cuts or special event cuts are available to be used if requested in writing by the City.
- Contractor may request an additional cut, double cut, or special event cut, however, that work is to be completed with expressed written verification and approval of the City of Flint.
- Contractor will provide the City of Flint a weekly schedule as to which day of the week each property shall be mowed. The City of Flint shall be alerted by e-mail if weather delays the mowing, or changes to the schedule are requested.
- It is the City will mow each property 14 times per a season. No additional mowing shall occur on a property unless special event mows are requested by the City of Flint and/or double cuts are requested by the vendor. Please see below for information on double cuts or special event requests.
- It is the City's intention that parks will be cut at least 6 to 8 times prior to June 30<sup>th</sup>, 2018, though work is weather dependent and to be done at the City's discretion.
- It is the City's intention that parks will be cut 8 to 12 times after June 30<sup>th</sup>, 2018, though work is weather dependent and to be done at the City's discretion.
- **While the City does not guarantee any minimum amount of work, the Contract expresses acknowledges that payment is not to exceed any amount above \$120,600.00.**
- If the City experiences periods of extreme rain, heat or drought, a City representative will notify selected contractor to authorize the frequency of mowing.

**Special Events:**

At times the City of Flint may contact the contractor to perform a one time off schedule mow for a special event. Requests from the City will be made with at least five days prior to the special event. Special event cuts (also known as optional cuts) are to be billed to the City at the single cut rate.

**Double Cuts:**

At times the contractor may feel as though multiple cuts are necessary to meet contract standards due to high grass conditions. In this event the contractor may request a double cut. Double cuts shall only be conducted with expressed written/e-mailed consent of the City of Flint. Contractors may provide a double cut mowing price in their proposals.

**Communication:**

Contractors are required to contact assigned City of Flint representative by e-mail by noon every Monday on a weekly basis to provide an update on mowing completed the week before and an estimated schedule of work to be conducted over the next week. Any changes from the previous week's schedule should be noted and any problems or interruptions with service should be noted. Monthly evaluations from the City of Flint will be emailed to contractor's assigned representatives by the 1<sup>st</sup> of every month after work has begun.

**Notice to Proceed:**

No work shall commence without the expressed consent of the City of Flint. Each contractor is requested to attend a pre-service meeting to discuss services to be provided.

**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.

**Termination:** This contract may be terminated by either party hereto by submitting a notice of termination to the other party. Such notice shall be in writing and shall be effective 30 days from the date it is submitted unless otherwise agreed to by the parties hereto. Contractor, upon receiving such notice and prorated payment upon termination of this contract shall give to the City all pertinent records, data, and information created up to the date of termination to which the City, under the terms of this contract, is entitled.

**Time of Performance:** Contractor's services shall commence immediately upon receipt of the notice to proceed and shall be carried out forthwith and without reasonable delay.

**Union Compliance:** Contractor agrees to comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services, or personnel to be furnished by the City. However, this provision does not apply if its application would violate Public Act 98 of 2011.

**Waiver:** Failure of the City 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.


**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.

**List of Appendixes:**

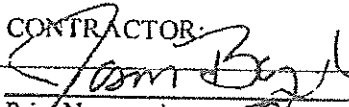
**Appendix A: Mowing Evaluation**

**Appendix B: Contractor Bid Submission**

{Signature Page Follows}

IN WITNESS WHEREOF, the parties have executed this contract this \_\_\_\_\_ of   
March 27, 2018.

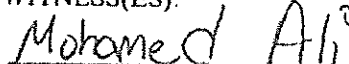
CONTRACTOR:



Print Name: Jason Bagel

Its Owner

WITNESS(ES):

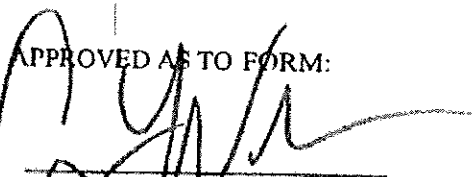


Print Name: \_\_\_\_\_  


CITY OF FLINT, a Michigan Municipal Corp.:

  
Dr. Karen Weaver, Mayor

APPROVED AS TO FORM:

  
Angela Wheeler, Chief Legal Officer

## APPENDIX A: CITY OF FLINT MOWING MONTHLY PERFORMANCE EVALUATION

Contractor: \_\_\_\_\_ Rating:   Unsatisfactory           Needs Improvement  
Satisfactory

Property: \_\_\_\_\_ Date Scheduled for Service: \_\_\_\_\_ Date Evaluated: \_\_\_\_\_

### Monthly Mowing Performance Evaluation:

Contractor's performance will be reviewed every month to evaluate their performance based on standards in the RFP and contract. A total of 10 points are available for each property based on the criteria below. Scores of 0 to 5 will result in an Unsatisfactory rating, 6 to 7 means Needs Improvement, and 8 or above is Satisfactory.

All property scores will be averaged into one monthly score, which will determine if the contractor's performance is Unsatisfactory, Needs Improvement, or Satisfactory.

A monthly average of Unsatisfactory twice over the season or Needs Improvement 5 times over the season will result in a formal Notice of Complaint by the City of Flint. Contractors will have 30 days to remedy the poor performance. Failure to do so may be used as cause to terminate the contract with the vendor.

Property scores of Unsatisfactory for any one single property 3 times in one season will also result a formal Notice of Complaint by the City of Flint. Failure to remedy the poor performance at that property may be used as cause to terminate the contract with the vendor.

### Evaluation Criteria:

- All turf grass areas mowed evenly per schedule and contract standards (3 points)
- Communication of weekly schedules and monthly invoicing completed as required (1)
- All turf areas are free of heavy clippings or rolled grass (1)
- All fence lines, trees, equipment, buildings, picnic areas or other obstructions trimmed/edged (1)
- All inaccessible areas by mower must be trimmed with no high grass present (1)
- All parking lots, sidewalks, walkways, basketball/tennis courts, curb lines or other hard surfaces trimmed/edged (1)
- All clippings or debris removed from streets, sidewalks, courts or other hard surfaces (1)
- No wheel ruts, turf scrapping, damage to trees or equipment noticed (1)

Notes:

Evaluator: \_\_\_\_\_ Further action necessary? \_\_\_\_\_

**Appendix B: Contractor Bid Submission Dated 1/27/18**



# Boyd's Lawn and Landscaping

5103 W Coldwater Rd.

Flint, MI

810-429-5616

Boyd's Lawn and Landscaping is a veteran owned individual small business and has been in business since 2011.

We have done business with the City of Flint DPW for weed abatement since 2011, and cut the city's parks for the past two years and have over 10 years of experience cutting the parks while working with J&M tree service as the foreman, GTJ Consulting performing work on properties for Fannie Mae.

We have cut the parks for the City of Flint for the last 2 years  
We have been cutting weed abatement for the City of Flint since 2011

I personally have been performing this type of work for 26 years and have been cutting and trimming the parks since 2003, while working in other capacities before starting this company.

We fully understand the grass cutting criteria set forth in this contract and have the ability to perform them in a timely and efficient manner.

We own 7 Zero turn mowers and are able to cut up to 150 acres of grass each day, totaling 750 acres in a 5 day window.

61" Scag Turf Tiger II  
2- 60" Exmark Zero Turn  
2- 60" Toro Zero turns  
52" Scag Tiger Cat  
52" Kubota

Chris Jens GTJ Consulting, 586-293 8200  
Mike Patterson Guardian Asset Management 908-313-2696  
Betty Wideman City of Flint DPW, 810-766-7343

Thank you for allowing us to provide you with the best service possible.

Jason Boyd

Owner



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 10/22/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## PRODUCER


 Insureon (BIN Insurance Holdings LLC.)  
 1101 Central Expy South, Suite 250  
 Allen, TX 75013

## CONTACT

 NAME  
 PHONE  
 FAX  
 E-MAIL  
 ADDRESS

## INSURANCE/STAFF/DESIGN COVERAGE

## NAIC #

INSURER A: Security National Insurance Company

19879

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

## INSURED

 Boyd's lawn and landscaping  
 1093 Corydon dr  
 Mount Morris, MI 48458

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSURER	TYPE OF INSURANCE	ADDITIONAL	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LTR		COV		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> Hired AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS UNIVERSAL LIA <input type="checkbox"/> EXCESS LIA <input type="checkbox"/> RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPERTY DAMAGE/RENTAL OFFICIALS/BOARDER/EXCLUDED (Identify in RTR) If yes, describe under DESCRIPTION OF OPERATIONS below	Yes	HA109034500	8/22/2017	8/22/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EA occurrence) MED EXP (any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPOD AGG COMBINED SINGLE LIMIT (EA accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) EACH OCCURRENCE AGGREGATE RET STATUTE OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Flint and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, are named as Additional Insured as their interests may appear in regards to general liability and automobile liability.

## CERTIFICATE HOLDER

 City of Flint  
 1101 S. Saginaw st., 3rd Floor  
 Flint, MI 48502

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]

# CITY OF FLINT



PROPOSAL #21000553

RESOLUTION NO: **200256**

PRESENTED: **JUN 22 2020**

PRESENTED:

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO GARLAND/DBS, INC FOR ROOF REPLACEMENT  
AT 12<sup>TH</sup> STREET GARAGE AND SALT BARN**

**RESOLUTION**

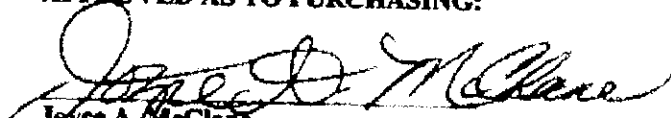
On June 5, 2020, the Department of Public Works submitted to Purchasing a cooperative bid that was administered by Garland/DBS, Inc through a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) for a roof replacement for the Salt Storage Barn at the 12<sup>th</sup> street garage. The roofs have needed replacement for several years.

Royal Roofing Co., Inc. was the lowest bidder for both roofs from five solicitations. Funding for said services are budgeted and will come from the following accounts:

Dept.	Name of Account	Account #	Grant #	Amount
202	Major Street Fund	449.203-976.000	N/A	\$70,000.00
402	Public Improvement Fund	753.200-976.000	N/A	\$116,971.00

IT IS RESOLVED, appropriate City Officials are to do all things necessary to enter into a contract with Garland/DBS, Inc. for roof replacement at the 12<sup>th</sup> Street Garage and Salt Barn in an amount not-to-exceed \$186,971.00 FY20/21.

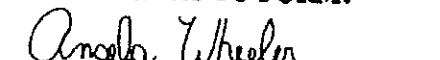
APPROVED AS TO PURCHASING:

  
Joyce A. McClane  
Purchasing Manager

APPROVED AS TO FINANCE:

  
Amanda Trujillo  
Acting Chief Financial Officer

APPROVED AS TO FORM:

  
Angela Wheeler, Chief Legal Officer

  
Clyde Edwards, City Administrator

CITY COUNCIL:

Monica Galloway, Council President

FY19-20 JAM  
06-10-20



# CITY OF FLINT

## Department of Public Works & Utilities

Sheldon A. Neeley  
Mayor

Robert Bincsik  
Director

June 4, 2020

TO: Joyce A. McClane  
Purchasing Manager

FROM: Robert Bincsik, Director  
Public Works & Utilities

RB

SUBJECT: RECOMMENDATION – ROOF REPLACEMENTS AT THE 12<sup>TH</sup> STREET  
GARAGE AND SALT STORAGE BARN

The Department of Public Works received bids for various roof repairs/replacements through the Master Intergovernmental Cooperative Purchasing Agreement (MICPA). I have carefully reviewed the bids received by Garland/DBS, Inc. and am recommending the award for the Salt Storage Barn to T.F. Beck in the amount of \$123,981.00 and the 12<sup>th</sup> St. Garage roof to Royal Roofing, in the amount not to exceed \$62,990.00. Garland, DBS/Inc. will be the administrator of said contract and will oversee the project. The resolution and contract must be made out to Garland, DBS/Inc.

Requisition #20003288 has been pre-encumbered. If you have any questions or concerns, feel free to give me a call at 810 577-8267.

/krn



## CITY OF FLINT

### RESOLUTION STAFF REVIEW FORM

**TODAY'S DATE:** June 5, 2020

**BID/PROPOSAL#** Cooperative purchasing contract MICPA

**AGENDA ITEM TITLE:** Roof replacement at 12<sup>th</sup> St. Garage and Salt Barn

**PREPARED BY** Kathryn Neumann for Robert Bincsik, Director of Public Works

**VENDOR NAME:** Garland/DBS, Inc.

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

The purpose of this resolution is to award a contract to Garland/DBS, Inc. for the replacement of a roof at the 12<sup>th</sup> St. Garage and the Salt Barn. These roofs have needed replacement for several years. Garland/DBS, Inc. solicited bids through the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) and Royal Roofing Co., Inc. was the lowest bidder for both roofs from five solicitations.

**FINANCIAL IMPLICATIONS:**

**BUDGETED EXPENDITURE?** YES ☒ NO ☐ IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
202	Major Street Fund	449.203-976.000		\$ 70,000.00
402	Public Improvement Fund	753.200-976.000		\$116,971.00
FY20 GRAND TOTAL				\$ 186,971.00

**PRE-ENCUMBERED?** YES ☒ NO ☐ REQUISITION NO: 20003288 *mm?*

**ACCOUNTING APPROVAL:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**WILL YOUR DEPARTMENT NEED A CONTRACT?** YES ☐ NO ☐  
(If yes, please indicate how many years for the contract) YEARS

**WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: (This will depend on the term of the bid proposal)**



## CITY OF FLINT

BUDGET YEAR 1

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BUDGET YEAR 2

BUDGET YEAR 3

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

STAFF RECOMMENDATION: (PLEASE SELECT): ☒ APPROVED ☐ NOT APPROVED

DEPARTMENT HEAD SIGNATURE:

*Robert Bincsik*

(Robert Bincsik, Director of Public Works)



Garland/DBS, Inc.  
3800 East 91<sup>st</sup> Street  
Cleveland, OH 44105  
Phone: (800) 762-8225  
Fax: (216) 883-2055



**ROOFING MATERIAL AND SERVICES PROPOSAL**

City of Flint  
Brennan, Hasselbring & 12th Street Garage Project

Brennan Community Center  
1301 Pingree Avenue  
Flint, MI 48503

Hasselbring Community Center  
1002 W Home Avenue  
Flint, MI 48505

12th Street Garage  
702 W 12th Street  
Flint, MI 48503

Date Submitted: 05/20/2020  
Proposal #: 25-MI-200440  
MICPA # PW1925

Purchase orders to be made out to: Garland/DBS, Inc.

**Please Note:** The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown from Attachment C: Bid Form should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

**Scope of Work: Brennan Community Center - Sections C & D**

1. Remove existing PVC & BUR/EPDM system and insulation down to the metal decking.
2. Inspect the metal deck for deficiencies and replace at the unit cost listed on the Bid Form.
3. Mechanically fasten two layers of 2.6" polyisocyanurate insulation throughout, staggering joints. (Section D Only: Mechanically fasten 1/8:12 tapered insulation above base)
4. Adhere 1/2" pre-primed, SecuRock recovery board per specifications in insulation adhesive.
5. Install fiberglass reinforced SBS modified base sheet specified in cold-process adhesive. Base sheet to be installed in a shingle fashion starting at the low point.
6. Install fiberglass/polyester reinforced SBS modified smooth cap sheet specified in cold-process adhesive.
7. Using a notched squeegee, apply cold-process, polymer modified flood-coat at specified rate and immediately broadcast 3/8" double-washed, pea gravel per specifications.
8. Flashing to be comprised of fiberglass reinforced SBS modified base and fiberglass/polyester reinforced SBS modified mineral cap sheet installed in cold-process flashing adhesive.
9. Sump all drains at 8' diameter using 1/4:12 slope; install new pans and gravel stop.
10. New edge metal to be installed per wind up-lift calculations and local code.
11. Install new reglet-mounted counter-flashing and edge metal, matching existing color, throughout.
12. Charcoal filters are to be used at all roof penetrations throughout the installation process. HVAC units and intakes nearest the working area should be powered down during the day.
13. All Sections: Clean up all debris and/or damage done to grounds, building and roof top (if any). Contractor is responsible for any clean up and cost accrued.
14. Contractor to provide a written (3) year workmanship warranty to manufacturer. Manufacturer to provide a direct warranty upon completion.

**Attachment C: Bid Form - Line Item Pricing Breakdown**

Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
2.09	Tear-off & Dispose of Debris: SYSTEM TYPE Single-Ply W/ Insulation - Metal Deck	\$ 1.71	2,500	SF	\$ 4,275
6.06.01	Roof Deck and Insulation Option: METAL ROOF DECK - COLD PROCESS APPLICATION INSULATION OPTION: Mechanically Fasten Polyisocyanurate / Adhere High Density Asphalt Coated Wood Fiber with Insulation Adhesive to Provide an Average R-Value of 20 In Compliance FM 1-90 Requirements	\$ 3.07	2,500	SF	\$ 7,675
4.24	Insulation Recovery Board & Insulations Options: INSULATION SUBSTITUTION OPTION Substitute 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) in Place of the Wood Fiber or Perlite - Adhered with Insulation Adhesive	\$ 0.63	2,500	SF	\$ 1,575



12.02.01	2-PLY ROOF SYSTEMS - COMBINATIONS OF A BASE PLY & A CAP SHEET (TOP PLY) PLEASE NOTE: BASE PLY & CAP SHEET COMBINATIONS MUST BE APPROVED BY THE MANUFACTURER: ROOF CONFIGURATION 1 Ply Modified Base Sheet Adhered in Cold Process Modified Asphalt: BASE PLY OPTION: ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type I - 70 lbf/in tensile	\$ 3.00	2,500	SF	\$ 7,500
12.10.02	2-PLY ROOF SYSTEMS - COMBINATIONS OF A BASE PLY & A CAP SHEET (TOP PLY) PLEASE NOTE: BASE PLY & CAP SHEET COMBINATIONS MUST BE APPROVED BY THE MANUFACTURER: ROOF CONFIGURATION 1 Ply Cap Sheet, Set in Cold Process Asphalt, Flood Coat & Aggregate in Cold Applied Modified Coal Tar Pitch and Aggregate: ROOFING MEMBRANE & COATING OPTION ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 220 lbf/in tensile	\$ 7.71	2,500	SF	\$ 19,275
20.01.02	NEW FLASHINGS FOR ROOFING SYSTEMS & RESTORATION OPTIONS: ROOF FLASHINGS FOR MODIFIED & COAL TAR PITCH ROOF SYSTEMS: Minimum 1 Ply of Base Flashing and Mineral Cap Sheet Installed in Hot ASTM D 312 Type III or IV Asphalt FLASHING OPTION: BASE PLY: SBS Modified Fiberglass Reinforced Base Flashing Ply w/ Tensile Strength of 100 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - 220 lbf/in tensile	\$ 13.33	500	SF	\$ 6,665
20.01.11	NEW FLASHINGS FOR ROOFING SYSTEMS & RESTORATION OPTIONS: ROOF FLASHINGS FOR MODIFIED & COAL TAR PITCH ROOF SYSTEMS: Minimum 1 Ply of Base Flashing and Mineral Cap Sheet Installed in Hot ASTM D 312 Type III or IV Asphalt PER SQUARE FOOT COSTS - INSTALLING IN COLD PROCESS FLASHING ADHESIVE Substitute Hot Asphalt Application for Cold Process Flashing Adhesive Application	\$ 6.19	500	SF	\$ 3,095
	Metal Stretch-Out: 8" 24 Gauge Kynar Gravel Stop with Four (4) Bends	\$ 11.90	210	LF	\$ 2,499
	Metal Stretch-Out: 16" 24 Gauge Kynar Coping with Four (4) Bends	\$ 15.14	10	LF	\$ 151
	<b>Sub Total Prior to Multipliers</b>				<b>\$ 52,710</b>

22.06	MULTIPLIER - ROOF OR WALLS HAVE LARGE AMOUNT OF PENETRATIONS / ROOF TOP OBSTRUCTIONS Multiplier is applied when labor production is effected a large number of roof penetrations, a limited amount of open roof areas or low overhead clearance requiring more hand work. Situations include, but are not limited to rooftop penetrations like: soil stacks, sky lights, roof drains, exhaust vents, HVAC equipment, etc. or rooftop obstructions such as: pipes, duct work, electrical wires, hoses or raised equipment, etc.	30	\$52,710	%	\$ 15,813
22.18	MULTIPLIER - ROOF SIZE IS GREATER THAN 2,000 SF, BUT LESS THAN 3,000 SF Multiplier is applied when Roof Size is greater than 2,000 SF, but less than 3,000 SF. Situation creates the fixed costs: equipment, mobilization, demobilization, disposal, & set-up labor to be allocated across a very small roof area resulting in fixed costs having a significant impact on the overall job costs	30	\$52,710	%	\$ 15,813
	<b>Total After Multipliers</b>	30	\$52,710	%	\$ 15,813
					\$ 84,337

**Total Maximum Price of Line Items under the MICPA:** \$ 84,337  
**Proposal Price Based Upon Market Experience:** \$ 68,598

**Garland/DBS Price Based Upon Local Market Competition:**

<b>Royal Roofing Co., Inc.</b>	\$ 68,598
<b>Lutz Roofing Company, Inc.</b>	\$ 87,280
<b>National Roofing &amp; Sheet Metal Company Inc.</b>	\$ 97,106
<b>TF Beck Roofing and Sheet Metal</b>	\$ 113,619
<b>Schena Roofing</b>	\$ 113,656

**Unforeseen Site Conditions (Royal Roofing Co., Inc.):**

Wood Blocking (Nailer) Replacement (per Linear Foot)	\$ 3.42
Decking Replacement (per Square Foot)	\$ 7.41

**Scope of Work: Hasselbring Senior Center - Section A**

1. Remove existing compromised sealant from roof top penetrations.
2. Install new rubber pipe boots at soil / heat stacks.
3. Roof surface and flashings to be cleaned using power washer (2000 psi) and 10% SimpleGreen or TSP solution. Soft bristle broom to be utilized to remove debris and scale from rooftop surface where necessary.
4. Apply RustGo Primer to entire roof surface at specific rate. Adhere UniBond 6" seam tape over ridge-cap seams and eaves joints. Apply White-Knight Plus Base over seam tape.
5. Apply White-Knight Plus Base, embed Grip Polyester Soft and an additional layer of White-Knight Plus Base to the base of all rooftop penetrations. Allow 24 hours to cure.
6. Apply White-Knight Plus top coat over all areas of roof at specified rate of 2.0 gallons per square.

7. Contractor to replace any missing fasteners prior to the installation of the restoration roof coating.
8. All Sections: Clean up all debris and/or damage done to grounds, building and roof top (if any). Contractor is responsible for any clean up and cost accrued.
9. Contractor to provide a written (2) year workmanship warranty to manufacturer. The manufacturer is to provide a warranty coverage directly to the owner.

**Attachment C: Bid Form - Line Item Pricing Breakdown**

Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
15.01	RESTORATIONS - RECOATING OF EXISTING ROOF SYSTEMS : PREPARE METAL ROOF FOR RESTORATION BY WIRE BRUSHING ROOF SURFACE Wire Brush Metal Roof Surface to Remove Loose Paint, Rust or Expose Bare Metal	\$ 1.95	10,800	SF	\$ 21,060
15.07	RESTORATIONS - RECOATING OF EXISTING ROOF SYSTEMS : RESTORATION OF A METAL ROOF SYSTEM WITH SINGLE-COMPONENT URETHANE Prepare Metal Roof Surface by Scraping, Sanding, Wire Brush or Blasting (USE SEPARATE LINE ITEM FOR BLASTING OR WIRE BRUSHING); Clean with TSP or Simple Green, Apply Primer with Rust Inhibiting and Chemical Corrosion Resistance at a Rate of 1/4 Gallon per Square; Wait at least 3 Hours for Primer to Dry; Strip in Seams, Around Penetrations and Fasteners with a Single-Component, Aliphatic Urethane at a Rate of 2 Gallons per Square / Reinforcement / 1 Gallon per Square (3 Gallons per Square on All Stripped in Areas) USE SEPARATE LINE ITEM; Wait 24-48 Hours; Apply Single-Component, Aliphatic Urethane as a Base Coat at a Rate of 1.5 Gallons per Square and Top Coat at a Rate of 1.0 Gallon per Square Over the Entire Roof According to Manufacturer's Specifications.	\$ 5.55	10,800	SF	\$ 59,940
	<b>Sub Total Prior to Multipliers</b>				<b>\$ 81,000</b>
22.21	MULTIPLIER - ROOF SIZE IS GREATER THAN 10,000 SF, BUT LESS THAN 20,000 SF Multiplier is applied when Roof Size is greater than 10,000 SF, but less than 20,000 SF. Situation creates the fixed costs: equipment, mobilization, demobilization, disposal, & set-up labor to be allocated across more of an average roof area resulting in fixed costs being a slightly larger portion of the overall job costs	8	\$81,000	%	\$ 6,480
	<b>Total After Multipliers</b>				<b>\$ 87,480</b>

**Total Maximum Price of Line Items under the MICPA:**

**\$ 87,480**

**Proposal Price Based Upon Market Experience:**

**\$ 75,990**

**Garland/DBS Price Based Upon Local Market Competition:**

<b>Royal Roofing Co., Inc.</b>	<b>\$ 75,990</b>
<b>National Roofing &amp; Sheet Metal Company Inc.</b>	<b>\$ 86,686</b>
<b>Schena Roofing</b>	<b>\$ 95,597</b>
<b>TF Beck Roofing and Sheet Metal</b>	<b>\$ 96,085</b>
<b>Lutz Roofing Company, Inc.</b>	<b>\$ 102,241</b>

**Scope of Work: Hasselbring Senior Center - Section B**

1. Remove existing PVC system and insulation down to the decking.
2. Inspect the metal deck for deficiencies and replace at the unit cost listed on the Bid Form.
3. Mechanically fasten two layers of 2.6" polyisocyanurate insulation throughout, staggering joints.
4. Adhere ½" pre-primed, SecuRock recovery board per specifications.
5. Install fiberglass reinforced SBS modified base sheet specified in cold-process adhesive. Base sheet to be installed in a shingle fashion starting at the low point.
6. Install fiberglass/polyester reinforced SBS modified smooth cap sheet specified in cold-process adhesive.
7. Using a notched squeegee, apply cold-process, polymer modified flood-coat at specified rate and immediately broadcast 3/8" double-washed, pea gravel per specifications.
8. Flashing to be comprised of fiberglass reinforced SBS modified base and fiberglass/polyester reinforced SBS modified mineral cap sheet installed in cold-process flashing adhesive.
9. Sump all drains at 8' diameter using ¼:12 slope; install new pans and gravel stop.
10. New edge metal to be installed per wind up-lift calculations and local code. New gutter and downspout to be installed.
11. Install new reglet-mounted counter-flashing and edge metal, matching existing color, throughout.
12. Charcoal filters are to be used at all roof penetrations throughout the installation process. HVAC units and intakes nearest the working area should be powered down during the day.
13. All Sections: Clean up all debris and/or damage done to grounds, building and roof top (if any). Contractor is responsible for any clean up and cost accrued.
14. Contractor to provide a written (3) year workmanship warranty to manufacturer. Manufacturer to provide a direct warranty upon completion.

**Attachment C: Bid Form - Line Item Pricing Breakdown**

<b>Item #</b>	<b>Item Description</b>	<b>Unit Price</b>	<b>Quantity</b>	<b>Unit</b>	<b>Extended Price</b>
2.09	Tear-off & Dispose of Debris: SYSTEM TYPE Single-Ply W/ Insulation - Metal Deck	\$ 1.71	966	SF	\$ 1,652

6.06.01	Roof Deck and Insulation Option: METAL ROOF DECK - COLD PROCESS APPLICATION INSULATION OPTION: Mechanically Fasten Polyisocyanurate / Adhere High Density Asphalt Coated Wood Fiber with Insulation Adhesive to Provide an Average R-Value of 20 In Compliance FM 1-90 Requirements	\$ 3.07	966	SF	\$ 2,966
4.24	Insulation Recovery Board & Insulations Options: INSULATION SUBSTITUTION OPTION Substitute 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) in Place of the Wood Fiber or Perlite - Adhered with Insulation Adhesive	\$ 0.63	966	SF	\$ 609
12.02.01	2-PLY ROOF SYSTEMS - COMBINATIONS OF A BASE PLY & A CAP SHEET (TOP PLY) PLEASE NOTE: BASE PLY & CAP SHEET COMBINATIONS MUST BE APPROVED BY THE MANUFACTURER: ROOF CONFIGURATION 1 Ply Modified Base Sheet Adhered in Cold Process Modified Asphalt: BASE PLY OPTION: ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type I - 70 lb/in tensile	\$ 3.00	966	SF	\$ 2,898
12.10.02	2-PLY ROOF SYSTEMS - COMBINATIONS OF A BASE PLY & A CAP SHEET (TOP PLY) PLEASE NOTE: BASE PLY & CAP SHEET COMBINATIONS MUST BE APPROVED BY THE MANUFACTURER: ROOF CONFIGURATION 1 Ply Cap Sheet, Set in Cold Process Asphalt, Flood Coat & Aggregate in Cold Applied Modified Coal Tar Pitch and Aggregate: ROOFING MEMBRANE & COATING OPTION ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 220 lb/in tensile	\$ 7.71	966	SF	\$ 7,448
20.01.02	NEW FLASHINGS FOR ROOFING SYSTEMS & RESTORATION OPTIONS: ROOF FLASHINGS FOR MODIFIED & COAL TAR PITCH ROOF SYSTEMS: Minimum 1 Ply of Base Flashing and Mineral Cap Sheet Installed in Hot ASTM D 312 Type III or IV Asphalt FLASHING OPTION: BASE PLY: SBS Modified Fiberglass Reinforced Base Flashing Ply w/ Tensile Strength of 100 lb/in tensile (ASTM D 5147); TOP PLY: ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - 220 lb/in tensile	\$ 13.33	400	SF	\$ 5,332
20.01.11	NEW FLASHINGS FOR ROOFING SYSTEMS & RESTORATION OPTIONS: ROOF FLASHINGS FOR MODIFIED & COAL TAR PITCH ROOF SYSTEMS: Minimum 1 Ply of Base Flashing and Mineral Cap Sheet Installed in Hot ASTM D 312 Type III or IV Asphalt PER SQUARE FOOT COSTS - INSTALLING IN COLD PROCESS FLASHING ADHESIVE Substitute Hot Asphalt Application for Cold Process Flashing Adhesive Application	\$ 6.19	400	SF	\$ 2,476
	Metal Stretch-Out: 6" 24 Gauge Kynar Drip Edge with Four (4) Bends	\$ 10.70	20	LF	\$ 214

	Metal Stretch-Out: 18" 24 Gauge Kynar Coping with Four (4) Bends	\$ 15.81	70	LF	\$ 1,107
	<b>Sub Total Prior to Multipliers</b>				<b>\$ 24,701</b>
22.16	MULTIPLIER - ROOF SIZE IS GREATER THAN 500 SF, BUT LESS THAN 1,000 SF Multiplier is applied when Roof Size is greater than 500 SF, but less than 1,000 SF. Situation creates the fixed costs: equipment, mobilization, demobilization, disposal, & set-up labor to be allocated across a very small roof area resulting in fixed costs having a significant impact on the overall job costs				
	<b>Total After Multipliers</b>	90	\$24,701	%	\$ 22,231
					<b>\$ 46,931</b>

**Base Bid Total Maximum Price of Line Items under the MICPA:** \$ 46,931  
**Proposal Price Based Upon Market Experience:** \$ 32,417

**Garland/DBS Price Based Upon Local Market Competition:**

Royal Roofing Co., Inc.	\$ 32,417
Lutz Roofing Company, Inc.	\$ 46,129
National Roofing & Sheet Metal Company Inc.	\$ 53,056
TF Beck Roofing and Sheet Metal	\$ 54,986
Schena Roofing	\$ 66,655

**Unforeseen Site Conditions (Royal Roofing Co., Inc.):**

Wood Blocking (Nailer) Replacement (per Linear Foot)	\$ 3.42
Decking Replacement (per Square Foot)	\$ 7.41

**Scope of Work: 12th Street Garage - Salt Barn Section A**

1. Remove existing shingle, metal trim and accessories down to the substrate. Inspection the substrate for saturation and replace in kind at the pricing established on the Bid Form.
2. Apply seal-adhered AquaShield underlayment to all areas of substrate including field of roof.
3. Install 24-gauge accessory trim throughout in Dark Bronze.
4. Install asphaltic dimensional shingles to dry/clean vapor barrier per specifications.
5. Primary roofing manufacturer to provide quality assurance inspections per specifications.
6. Clean up all debris and damage done to grounds, building and roof top (if any). Charcoal filters to be utilized at intakes the duration of the project where required.
7. Contractor to provide 2-year workmanship and material warranty to owner upon completion.

**Attachment C: Bid Form - Line Item Pricing Breakdown**

Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
2.29	Tear-off & Dispose of Debris: SYSTEM TYPE Dimensional/Architectural Shingle Roof - Wood Deck	\$ 0.92	10,000	SF	\$ 9,200

16.07	INSTALLATION OF SHAKE, TILE, OR SHINGLE ROOF SYSTEMS: ADD/DEDUCT TO INSTALL SELF-ADHERING UNDERLAYMENT OVER ENTIRE ROOF - Install Self-Adhering Underlayment on Entire Roof Deck	\$ 1.78	10,000	SF	\$ 17,800
16.03	INSTALLATION OF SHAKE, TILE, OR SHINGLE ROOF SYSTEMS: INSTALL NEW DIMENSIONAL SHINGLE ROOF SYSTEM - New Dimensional Shingle Roof System with Base Sheet as an Underlayment; Install Self-Adhering Underlayment on All Eaves, Peaks & Valleys	\$ 5.88	10,000	SF	\$ 58,800
	Metal Stretch-Out: 6" 24 Gauge Kynar Drip Edge with Two (2) Bends	\$ 10.30	300	LF	\$ 3,090
	<b>Sub Total Prior to Multipliers</b>				<b>\$ 88,890</b>
22.08	MULTIPLIER - ROOF HEIGHT IS GREATER THAN 20 FT, BUT LESS THAN OR EQUAL TO 50 FT STORIES Multiplier is applied when labor production is effected by the roof height. This multiplier applies to roof heights that exceed an estimated 2 stories, but are less than or equal to an estimated 5 stories. Additional roof height can require increased safety requirements, larger lift equipment, tie-offs, etc.	18	\$ 88,890	%	\$ 16,000
22.14	MULTIPLIER - ROOF HAS GREATER THAN 8/12 SLOPE Multiplier is applied when Roof Area has a Greater than 8/12 Slope; Very steep slopes have a greater impact on overall labor production and require additional safety precautions.	40	\$ 88,890	%	\$ 35,556
22.21	MULTIPLIER - ROOF SIZE IS GREATER THAN 10,000 SF, BUT LESS THAN 20,000 SF Multiplier is applied when Roof Size is greater than 10,000 SF, but less than 20,000 SF. Situation creates the fixed costs: equipment, mobilization, demobilization, disposal, & set-up labor to be allocated across more of an average roof area resulting in fixed costs being a slightly larger portion of the overall job costs	8	\$ 88,890	%	\$ 7,111
	<b>Total After Multipliers</b>				<b>\$ 147,557</b>

Base Bid Total Maximum Price of Line Items under the MICPA: \$ 147,557  
**Proposal Price Based Upon Market Experience: \$ 123,981**

**Garland/DBS Price Based Upon Local Market Competition:**

TF Beck Roofing and Sheet Metal	\$ 123,981
Royal Roofing Co., Inc.	\$ 139,722
National Roofing & Sheet Metal Company Inc.	\$ 145,215
Schena Roofing	\$ 160,337
Lutz Roofing Company, Inc.	Declined to Bid

**Scope of Work: 12th Street Garage - Garage Section C**

1. Remove existing compromised EPDM Flashing at knee wall and replaced with cured 60 mil EPDM running the length of the transition.
2. Install new rubber pipe boots at soil / heat stacks.
3. Remove existing EPDM and insulation on from the high side of the two mechanical units. Install polyisocyanurate flute fill insulation and new EPDM membrane ensuring properly secure to ridge cap. (EPDM cover to receive base and top coat at specified rate)
4. Roof surface and flashings to be cleaned using power washer (2000 psi) and 10% SimpleGreen, or TSP solution. Soft bristle broom to be utilized to remove debris and scale from rooftop surface where necessary.
5. Apply RustGo primer to entire roof at specified rate. Adhere UniBond 6" seam tape over ridge-cap seams and eaves joints. Apply White-Knight Plus basecoat over seam tape.
6. Apply White-Knight Plus base coat, embed Grip Polyester Soft and an additional layer of White-Knight Plus base coat to the base of all rooftop penetrations. Allow 24 hours to cure.
7. Apply White-Knight Plus top coat over all areas of roof at specified rate of 2.0 gallons per square.
8. Contractor to replace any missing fasteners prior to the installation of the restoration roof coating.
9. All Sections: Clean up all debris and/or damage done to grounds, building and roof top (if any). Contractor is responsible for any clean up and cost accrued.
10. Contractor to provide a written (2) year workmanship warranty to manufacturer. The manufacturer is to provide a warranty coverage directly to the owner.

**Attachment C: Bid Form - Line Item Pricing Breakdown**

Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
15.01	RESTORATIONS - RECOATING OF EXISTING ROOF SYSTEMS : PREPARE METAL ROOF FOR RESTORATION BY WIRE BRUSHING ROOF SURFACE Wire Brush Metal Roof Surface to Remove Loose Paint, Rust or Expose Bare Metal	\$ 1.95	8,500	SF	\$ 16,575



15.07	<p>RESTORATIONS - RECOATING OF EXISTING ROOF SYSTEMS : RESTORATION OF A METAL ROOF SYSTEM WITH SINGLE-COMPONENT URETHANE</p> <p>Prepare Metal Roof Surface by Scraping, Sanding, Wire Brush or Blasting (USE SEPARATE LINE ITEM FOR BLASTING OR WIRE BRUSHING); Clean with TSP or Simple Green, Apply Primer with Rust Inhibiting and Chemical Corrosion Resistance at a Rate of 1/4 Gallon per Square; Wait at least 3 Hours for Primer to Dry; Strip in Seams, Around Penetrations and Fasteners with a Single-Component, Aliphatic Urethane at a Rate of 2 Gallons per Square / Reinforcement / 1 Gallon per Square (3 Gallons per Square on All Stripped in Areas) USE SEPARATE LINE ITEM; Wait 24-48 Hours; Apply Single-Component, Aliphatic Urethane as a Base Coat at a Rate of 1.5 Gallons per Square and Top Coat at a Rate of 1.0 Gallon per Square Over the Entire Roof According to Manufacturer's Specifications.</p>	\$ 5.55	8,500	SF	\$ 47,175
	<b>Sub Total Prior to Multipliers</b>				<b>\$ 63,750</b>
22.08	<p>MULTIPLIER - ROOF HEIGHT IS GREATER THAN 20 FT, BUT LESS THAN OR EQUAL TO 50 FT STORIES</p> <p>Multiplier is applied when labor production is effected by the roof height. This multiplier applies to roof heights that exceed an estimated 2 stories, but are less than or equal to an estimated 5 stories. Additional roof height can require increased safety requirements, larger lift equipment, tie-offs, etc.</p>	18	\$ 63,750	%	\$ 11,475
22.20	<p>MULTIPLIER - ROOF SIZE IS GREATER THAN 5,000 SF, BUT LESS THAN 10,000 SF</p> <p>Multiplier is applied when Roof Size is greater than 5,000 SF, but less than 10,000 SF. Situation creates the fixed costs: equipment, mobilization, demobilization, disposal, &amp; set-up labor to be allocated across a smaller roof area resulting in fixed costs being a larger portion of the overall job costs</p>	15	\$ 63,750	%	\$ 9,563
	<b>Total After Multipliers</b>				<b>\$ 84,788</b>

**Base Bid Total Maximum Price of Line Items under the MICPA:** \$ 84,788

**Proposal Price Based Upon Market Experience:** \$ 62,990

**Garland/DBS Price Based Upon Local Market Competition:**

<b>Royal Roofing Co., Inc.</b>	<b>\$ 62,990</b>
<b>National Roofing &amp; Sheet Metal Company Inc.</b>	<b>\$ 73,262</b>
<b>TF Beck Roofing and Sheet Metal</b>	<b>\$ 83,482</b>
<b>Schena Roofing</b>	<b>\$ 87,129</b>
<b>Lutz Roofing Company, Inc.</b>	<b>\$ 93,670</b>

**Scope of Work: City Hall - Walkway Repair**

1. Remove and dispose of existing (remaining) EPDM membrane over structural concrete in designated area.
2. Brush clean existing concrete and prepare substrate for installation of adhesive and membrane.
3. Furnish and install new 45 mil EPDM covering over the concrete areas indicated.
4. Secure perimeter using termination bar and sealant where applicable.
5. Install new termination bar, waterblock and lap sealant over horizontal and vertical termination points.
6. Repair existing pitch-pans throughout.
7. Clean up all debris and damage done to grounds and building.

**Attachment C: Bid Form - Line Item Pricing Breakdown**

Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
2.12	Tear-off & Dispose of Debris: SYSTEM TYPE Single-Ply W/ Insulation - Concrete Deck	\$ 1.71	6,500	SF	\$ 11,115
17.04.02	FULLY ADHERED SINGLE-PLY ROOF SYSTEMS: CONCRETE DECK - SINGLE-PLY APPLICATION INSULATION OPTION: Minimal Insulation - Must Adhere 1/2" Treated Gypsum Insulation Board with Glass-Mat (e.g. DensDeck / Securock / Equal) in Insulation Adhesive to Provide an Average R-Value of 20	\$ 1.75	6,500	SF	\$ 11,375
17.05.01	FULLY ADHERED SINGLE-PLY ROOF SYSTEMS: ROOF CONFIGURATION: Fully Adhered Single-Ply Roof System Installed Over Prepared Surface or Insulation SINGLE-PLY ROOF TYPE: ASTM D 4637 - Ethylene Propylene Diene Terpolymer (EPDM) - 45 Mil Thickness	\$ 1.68	6,500	SF	\$ 10,920
	<b>Sub Total Prior to Multipliers</b>				<b>\$ 33,410</b>
22.20	MULTIPLIER - ROOF SIZE IS GREATER THAN 5,000 SF, BUT LESS THAN 10,000 SF Multiplier is applied when Roof Size is greater than 5,000 SF, but less than 10,000 SF. Situation creates the fixed costs: equipment, mobilization, demobilization, disposal, & set-up labor to be allocated across a smaller roof area resulting in fixed costs being a larger portion of the overall job costs	15	\$ 33,410	%	\$ 5,012
	<b>Total After Multipliers</b>				<b>\$ 38,422</b>

**Total Maximum Price of Line Items under the MICPA:** **\$ 38,422**

**Proposal Price Based Upon Market Experience:** **\$ 36,172**

**Garland/DBS Price Based Upon Local Market Competition:**

<b>Royal Roofing Co., Inc.</b>	<b>\$ 36,172</b>
<b>Lutz Roofing Company, Inc.</b>	<b>\$ 52,334</b>
<b>National Roofing &amp; Sheet Metal Company Inc.</b>	<b>\$ 57,767</b>
<b>TF Beck Roofing and Sheet Metal</b>	<b>\$ 62,192</b>
<b>Schena Roofing</b>	<b>\$ 64,865</b>

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers. Proposal pricing valid 60 days from proposal date listed above.

**Clarifications/Exclusions:**

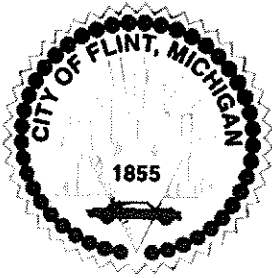
1. Permits are included.
2. Bonds are included.
3. Plumbing, Mechanical, Electrical work is excluded.
4. Masonry work is excluded.
5. Interior Temporary protection is excluded.
6. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

*Matt Egan*

Matt Egan  
Garland/DBS, Inc.  
(216) 430-3662



200259

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

PRESENTED: JUN 22 2020

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

**RESOLUTION TO PURCHASE PROPERTY AT 8537 DORT HWY. MT. MORRIS, MI 48458 TO COMPLETE THE CONSTRUCTION OF THE SECONDARY WATER SOURCE**

**BY THE CITY ADMINISTRATER:**

**WHEREAS,** The City of Flint desire to purchase the property located at 8537 Dort Hwy. Mt. Morris, MI 48458 to complete the construction of the Secondary Water Source that was approved by City Council on May 11, 2020.

**WHEREAS,** an appraisal was completed by a certified appraiser and negotiations were completed, resulting in a recommendation of a purchase price of \$30,000.00.

**WHEREAS,** Documents in support of the purchase are attached.

**WHEREAS,** The City Administrator, recommends approving the purchase of 8537 Dory Hwy. Mt Morris, MI 48458 to complete the construction of the secondary water source.

**THEREFORE, BE IT RESOLVED** that the Flint City Council approves the purchase of 8537 Dort Hwy Mt. Morris, MI 48458 to complete the construction of the Secondary Water Source in the amount of \$30,000.00 to be paid from account number 491-551.000-801.068.

**APPROVED AS TO FORM:**

  
Angela Wheeler, Chief Legal Officer

**FOR THE CITY OF FLINT:**

  
Clyde Edwards, City Administrator

**APPROVED AS TO FINANCE:**

  
Amanda Truillo, Acting Finance Director

**APPROVED BY CITY COUNCIL:**

\_\_\_\_\_  
Monica Galloway, City Council President

Kevin Usealman

usealman@gmail.com

Legacy Realty Professionals  
Main: 810-652-6525



**Schedule a Showing**

Address 8537 N Dort  
Municipality Genesee Twp  
Mail City Mount Morris  
Zip 48458  
Asking Price \$32,500  
Sold Price  
Sale/Rent For Sale  
MLS # 31397867  
Original MLS# 31397867  
Type Vacant Land / Dockminium  
Status Active



**Agent Remarks** BATVIA - check with Genesee Twp. for usage. Billboard income is currently \$1200 annual.

**Public Remarks** Motivated seller, bring all offers on this parcel with great visibility on 7.83 acres recently zoned commercial! Over 500 feet of frontage on Dort and Frances roads! Endless possibilities in this prime location in a recovering area. Billboard contract with Outfront Media transferable to new owner if desired. Old home foundation still exists along Dort, with utilities in place.

**LOCATION INFORMATION**

County	Genesee	Body of Water		Summer Tax/Yr	75.00 / 2018
MLS Area	Genesee Twp (25010)	Lot Size	On file with twp	Winter Tax/Yr	289.00 / 2018
Subdivision		Acres	7.83	Frontage	69
Township		School Dist	MLMorris Consolidated Schools	Total Tax / Year	374.00 /
Section		Property ID	11-06-200-021		
Cross Street	/			Shared Forms	0
Directions					

**Legal** ALL THAT PART OF NE 1/4 OF NE 1/4 LYING WLY OF DORT HWY EXCEPT S 1015 FT SEC 6 T8N R7E

**PROPERTY INFORMATION**

Style	Vacant Land	Water		Sewer		Certified Inspection	
-------	-------------	-------	--	-------	--	----------------------	--

**LISTING INFORMATION**

List Date	10/16/2019	Exp Date	10/18/2020	Lt- Frm Phone	Main: 810-652-6525
-----------	------------	----------	------------	---------------	--------------------

Lt- Agt	125561	Kevin Usealman	Lt-Frm	F1314	Legacy Realty Professionals	Lt-Agt Phone	
Co-Lt Agt			Co-Lt Frm			Co-Lt Agt Phone	
<b>Showing Instructions</b>							
Price Per Acre	\$4,260	Sold \$ Per Acre	0				
Contract	Exclusive Right to Sell	Addl Docs					
Signed Disc	No	Survey on File	No	SA:	No		
Ownership	Private	Assessments	No /	BA:	Ye	2,000.00	Dollar
Short Sale	No	Lease (Y/N)	No	NA:	No		
List Excpn	No			DOM	218 / 218	MLS	East Central Association

**MORTGAGE INFORMATION**

LC Down Pmt		LC Interest Rate	6.00	LC Term (Months)		LC Incl Tax/Insurance	No	LC Monthly Pmt	
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**SOLD INFORMATION**

Selling Agent		Selling Office	
Co-Sell Agent		Co-Sell Office	
Pending Date		How Sold	
Closed Date		Concessions	

**FEATURES**

FINANCIAL TERMS	Cash, Conventional, Land Contract	SEWER SEPTIC	Public Sanitary	WATER	Public Water at Street
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## APPRAISAL OF REAL PROPERTY

Vacant Land  
8537 North Dort Highway  
Mount Morris, Genesee County, MI 48458

## IN AN APPRAISAL REPORT

As of March 29, 2020

### Prepared For.

City of Flint  
1101 S Saginaw Street  
Flint, MI 48502

Client ID: 20-002404

### Prepared By:

Cushman & Wakefield of Illinois, Inc.  
Valuation & Advisory  
27777 Franklin Road, Suite 1050  
Southfield, MI 48034  
Cushman & Wakefield File ID: 20-21009-900112-002

CUSHMAN & WAKEFIELD OF ILLINOIS, INC.  
27777 FRANKLIN ROAD, SUITE 1050  
SOUTHFIELD, MI 48034



**Vacant Land**

**8537 North Dort Highway**

**Mount Morris, Genesee County, MI 48458**



27777 Franklin Road, Suite 1050  
Southfield, MI 48034  
Tel +1 248-358-6129  
cushmanwakefield.com

April 14, 2020

Mr. Clyde Edwards  
City Administrator  
City of Flint  
1101 S Saginaw St  
Flint, MI 48502

Re: Appraisal Report

**Vacant Land**  
8537 North Dort Highway  
Mount Morris, Genesee County, MI 48458

Cushman & Wakefield File ID: 20-21009-900112-002  
Client ID: 20-002404

Dear Mr. Edwards:

In fulfillment of our agreement as outlined in the Letter of Engagement, we are pleased to transmit our appraisal of the above referenced property in the following Appraisal Report.

This is an Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice.

The subject property consists of 326,352 square feet (7.49 acres) of commercial land located in Genesee County, Michigan. The subject property is along the southwest corner of North Dort Highway and East Frances Road, in Genesee Township, but with a Mount Morris street address. The property is vacant but Outfront Media leases a small portion of the site along the East Frances Road frontage on which it has placed two billboards and reportedly pays \$100 per month in ground rent under a month-to-month lease agreement.

This Appraisal Report has been prepared in accordance with our interpretation of your institution's guidelines and the Uniform Standards of Professional Appraisal Practice (USPAP).

In recent times, the CRE market has been driven by investor demand and strong liquidity. Asset values can fall significantly in short periods of time if either of these two factors, often in conjunction with many others, change significantly. While Cushman & Wakefield is closely monitoring the latest developments and will continue to provide updates as events unfold, the reader is cautioned to consider that values and incomes are likely to change more rapidly and significantly than during standard market conditions. Furthermore, the reader should be cautioned and reminded that any conclusions presented in this appraisal report apply only as of the effective date indicated. The appraiser makes no representation as to the effect on the subject property of this event, or any event, subsequent to the effective date of the appraisal.



Based on the agreed-to Scope of Work, and as outlined in the report, we developed the following opinion:

<b>Value Conclusion</b>			
<b>Appraisal Premise</b>	<b>Real Property Interest</b>	<b>Date of Value</b>	<b>Value Conclusion</b>
Market Value As-Is	Leased Fee	March 29, 2020	\$34,000

*Compiled by Cushman & Wakefield of Illinois, Inc.*

The value opinion in this report is qualified by certain assumptions, limiting conditions, certifications, and definitions, as well as the following extraordinary assumptions.

### Extraordinary Assumptions

For a definition of Extraordinary Assumptions please see the Glossary of Terms & Definitions. The use of extraordinary assumptions, if any, might have affected the assignment results.

Kevin Usealan of Legacy Realty Group was the broker on a February 2019 sale of the property. He indicated Outfront Media leases a small portion of the site on which is has placed two billboards and pays \$100 per month gross under a month-to-month lease. A copy of said lease was not available and so this analysis relies on the extraordinary assumption that such lease can be documented.

### Hypothetical Conditions

For a definition of Hypothetical Conditions please see the Glossary of Terms & Definitions. The use of hypothetical conditions, if any, might have affected the assignment results.

This appraisal does not employ any hypothetical conditions.

Mr. Clyde Edwards  
City of Flint  
April 14, 2020  
Page 5

Cushman & Wakefield of Illinois, Inc.

This letter is invalid as an opinion of value if detached from the report, which contains the text, exhibits, and Addenda.

Respectfully submitted,

**CUSHMAN & WAKEFIELD OF ILLINOIS, INC.**



---

Susan P. Shipman, MAI  
Senior Director  
MI Certified General Appraiser  
License No. 1201003814  
susan.shipman@cushwake.com  
248-358-6129 Office Direct

## Summary of Salient Facts and Conclusions

<b>Client:</b>	City of Flint
<b>Intended Use:</b>	This appraisal is intended to provide an opinion of the Market Value of the Leased Fee interest in the property for the use of the Client in making a good faith offer to acquire the property. This report is not intended for any other use.
<b>Intended User:</b>	This Appraisal Report was prepared for the exclusive use of the City of Flint. Use of this report by others is not intended by the appraiser.
<b>Identification of Real Estate:</b>	Vacant Land 8537 North Dort Highway Mount Morris, Genesee County, MI 48458
<b>Highest &amp; Best Use (As if Vacant):</b>	A commercial use built to its maximum feasible building area.
<b>Type of Value</b>	Market Value. (defined later in this report)
<b>Real Property Interest Valued:</b>	Leased Fee
<b>Current Ownership:</b>	James H. Olsted
<b>Sale History:</b>	<p>The property was purchased by the current owner, James H. Olsted, on February 12, 2019 from Tiffini Jones Trust for \$24,140. Subsequently, the purchaser paid off the land contract and a Warranty Deed was recorded in April 2019. The property consisted of two tax parcels and was zoned R-2 at the time of sale. The buyer subsequently combined the parcels and rezoned the property C-2 for commercial use. Kevin Usealan of Legacy Realty Group has a sign on the property offering it for sale at \$45,000. He said there have been a couple of interested parties, but no hard offers made.</p> <p>The most recent sale price is 29.0 percent below our concluded opinion of Market Value As Is. The current market value is higher because the sale involved two discrete but contiguous parcels, the larger one being off the corner, whereas it is now one parcel with corner frontage. Also, the property has been rezoned from R-2 residential to C-2 commercial.</p> <p>To our knowledge, the property has not otherwise sold or transferred within three years of the effective date of the appraisal.</p>
<b>Current Disposition:</b>	To the best of our knowledge, the property is not under contract of sale but it is offered for sale via a broker sign on the property, as noted above. We were not able to find the property offered on the broker's website or in the multi-listing service using RealComp.
<b>Personal Property:</b>	Personal property was excluded from our valuation.

Date of Inspection:	March 29, 2020
Effective Date of Valuation:	March 29, 2020 (As Is)
Date of Report:	April 14, 2020
Extraordinary Assumptions:	Kevin Usealan of Legacy Realty Group was the broker on a February 2019 sale of the property. He indicated Outfront Media leases a small portion of the site on which is has placed two billboards and pays \$100 per month gross under a month-to-month lease. A copy of said lease was not available and so this analysis relies on the extraordinary assumption that such lease can be documented.
Hypothetical Conditions:	This appraisal does not employ any hypothetical conditions.
Exposure and Marketing Times:	There is great uncertainty as to how the COVID-19 global pandemic will impact real estate. A detailed discussion of investment considerations including the pandemic is presented later in this report. In the subject's local market, brokers indicate some deals are cancelled and others stalled when it comes to improved properties. The impact on land deals is multifold: <ul style="list-style-type: none"> <li>• Vacant land can be inspected without violating the social-distancing policy but Michigan Governor Whitmer's "stay-at-home" order will deter and/or delay some doing so.</li> <li>• As new construction is curtailed aside from projects necessary for the public health, new development will likely be limited to build-to-suit projects until the market knows how the pandemic will impact leasing and occupancy in existing improved properties.</li> <li>• Inevitably, there will be investors looking for a good deal with interest rates low and willing to purchase on a speculative basis.</li> </ul>

VALUATION INDICES		Market Value
VALUE DATE		As-Is
		March 29, 2020
<b>Land Value</b>		
Indicated Value:		\$34,000
Per Acre:		\$4,538
<b>FINAL VALUE CONCLUSION</b>		
Real Property Interest:		Leased Fee
Concluded Value:		\$34,000
Per Acre:		\$4,538
<b>EXPOSURE AND MARKETING TIMES</b>		
Exposure Time:		6-18 Months
Marketing Time:		12-24 Months

## Property Photographs



SOURCE: GENESEE COUNTY GIS (FOR ILLUSTRATIVE PURPOSES ONLY, NOT-TO-SCALE)

EAST FRANCES ROAD FRONTAGE, FACING SOUTH/SOUTHEAST



NORTH DORT HIGHWAY FRONTAGE, FACING NORTHWEST



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# Scope of Work

## Overview

Scope of work is the type and extent of research and analyses involved in an assignment. To determine the appropriate scope of work for the assignment, we considered the intended use of the appraisal, the needs of the user, the relevant characteristics of the subject property, and other pertinent factors. Our concluded scope of work is summarized below, and in some instances, additional scope details are included in the appropriate sections of the report:

## Research

- We inspected the property and its environs. Physical information on the subject was obtained from the property owner's representative, public records, and/or third-party sources.
- Regional economic and demographic trends, as well as the specifics of the subject's local area were investigated. Data on the local and regional property market (supply and demand trends, rent levels, etc.) was also obtained. This process was based on interviews with regional and/or local market participants, primary research, available published data, and other various resources.
- Other relevant data was collected, verified, and analyzed. Comparable property data was obtained from various sources (public records, third-party data-reporting services, etc.) and confirmed with a party to the transaction (buyer, seller, broker, owner, tenant, etc.) wherever possible. It is, however, sometimes necessary to rely on other sources deemed reliable, such as data reporting services.

## Analysis

- Based upon the subject property characteristics, prevailing market dynamics, and other information, we developed an opinion of the property's Highest and Best Use.
- We analyzed the data gathered using generally accepted appraisal methodology to arrive at a probable value indication via each applicable approach to value.
- The results of each valuation approach are considered and reconciled into a reasonable value estimate.

This Appraisal Report has been prepared in accordance with our interpretation of your institution's guidelines and the Uniform Standards of Professional Appraisal Practice (USPAP).

Cushman & Wakefield of Illinois, Inc. has an internal Quality Control Oversight Program. This Program mandates a "second read" of all appraisals. Assignments prepared and signed solely by designated members (MAIs) are read by another MAI who is not participating in the assignment. Assignments prepared, in whole or in part, by non-designated appraisers require MAI participation, Quality Control Oversight, and signature.

## Report Option Description

USPAP identifies two written report options: Appraisal Report and Restricted Appraisal Report. This document is prepared as an Appraisal Report in accordance with USPAP guidelines. The terms "describe," "summarize," and "state" connote different levels of detail, with "describe" as the most comprehensive approach and "state" as the



least detailed. As such, the following provides specific descriptions about the level of detail and explanation included within the report:

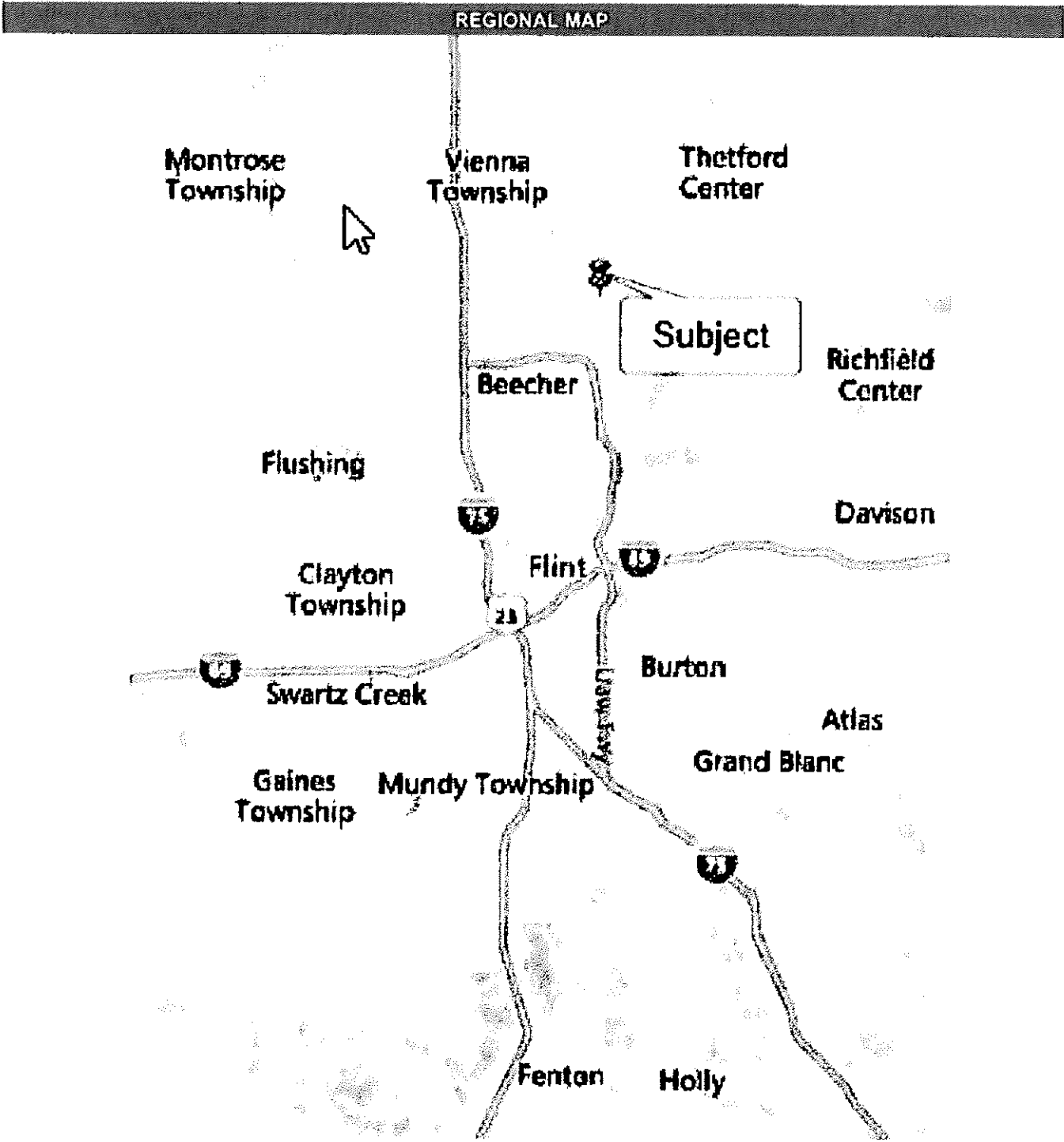
- Summarizes the real estate and/or personal property that is the subject of the appraisal, including physical, economic, and other characteristics that are relevant
- States the type and definition of value and its source
- Summarizes the Scope of Work used to develop the appraisal
- Summarizes the information analyzed, the appraisal methods used, and the reasoning supporting the analyses and opinions; explains the exclusion of any valuation approaches
- States the use of the property as of the valuation date
- Summarizes the rationale for the Highest and Best Use opinion

## Valuation Process

There are three generally accepted approaches to developing an opinion of value: Cost, Sales Comparison and Income Capitalization. We considered each in this appraisal to develop an opinion of the market value of the subject property. In appraisal practice, an approach to value is included or eliminated based on its applicability to the property type being valued and the quality of information available. The reliability of each approach depends on the availability and comparability of market data as well as the motivation and thinking of purchasers.

This appraisal employs only the Sales Comparison Approach. Based on our analysis and knowledge of the subject property type and relevant investor profiles, it is our opinion that this approach would be considered necessary and applicable for market participants. Typical purchasers do not generally rely on the Cost or Income Capitalization Approaches when purchasing a property such as the subject of this report. Therefore, we have not employed the Cost Approach or the Income Capitalization Approach to develop an opinion of market value. The exclusion of these approaches to value does not reduce the credibility of the assignment results.

Regional Analysis



# Regional Analysis

## Introduction

The short- and long-term value of real estate is influenced by a variety of interacting factors. Regional analysis identifies those factors that affect property value, and the role they play within the region. The four primary forces that determine the supply and demand for real property, and consequently affect market value, are: environmental characteristics, governmental forces, social factors, and economic trends.

The subject property is located in the Genesee Township in the north central portion of the Flint CBSA.

## Economic & Demographic Profile

The following profile of the Flint CBSA was provided by Moody's Analytics, whose core assets of proprietary editorial and research content as well as economic and financial databases are a source of information on national and regional economies, industries, financial markets, and demographics.

Moody's Analytics approach to the analysis of the U.S. economy consists of building a large-scale, simultaneous-equation econometric model, which they simulate and adjust with local market information, creating a model of the U.S. macro economy that is both top-down and bottom-up. In this model, those variables that are national in nature are modeled nationally while those that are regional in nature are modeled regionally. Interest rates, prices, and business investment are modeled as national variables; key sectors such as labor markets (employment, labor force), demographics (population, households, and migration), and construction activity (housing starts and sales) are modeled regionally and then aggregated to national totals. This approach allows local information to influence the macroeconomic outlook. Therefore, changes in fiscal policy at the national level (changes in tax rates, for example) are translated into their corresponding effects on state economies. At the same time, the growth patterns of large states, such as California, New York, and Texas, play a major role in shaping the national outlook.

In addition, on a regional basis, the modeling system is explicitly linked to other states through migration flows and unemployment rates. Moody's Analytics model structure also takes into account migration between states.

ECONOMIC DRIVERS



EMPLOYMENT GROWTH RANK

2018-2020  
**275**  
4th quintile

2018-2023  
**343**  
5th quintile

Best=1, Worst=410

RELATIVE COSTS

LIVING  
**89%**

BUSINESS  
**94%**

U.S.=100%

VITALITY

RELATIVE  
**77%**  
Rank: 326

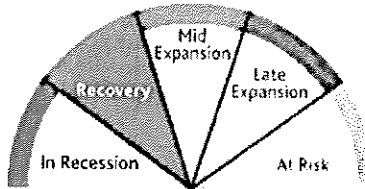
Best=1, Worst=403

QUALITY

OF LIFE  
**374**

Best=1, Worst=378

BUSINESS CYCLE STATUS



ANALYSIS

**Recent Performance.** Flint's auto-centric economy was making progress heading into the current period of COVID-19-related stress. In the wake of the United Automobile Workers strike, FLI has overtaken the state and nation in year-ago job growth for the first time since 2013. The unemployment rate has fallen to a cycle low of 4.3%, the lowest since 2000, but this owes to a hiring spurt that preceded the public health response to the pandemic and unfolding fallout in the labor market. Elsewhere, house price appreciation, while outpacing the state and national rates, has slowed as home sales have slipped.

**COVID-19.** The containment measures in place to combat COVID-19 will sap the economy's momentum, with employment set to fall sharply in the second quarter. Infections are more prevalent in FLI than elsewhere and population density, which puts many areas at risk of expanding contagion, ranks in the top quartile of areas nationwide. Another demographic risk factor working against FLI is its aging population; nearly one-third of residents are older than 55.

Though FLI is less exposed to industries hardest-hit by the COVID-19 pandemic—tourism, finance and foreign trade—the economic consequences will be significant, since factory output will grind to a halt under the statewide "stay at home" order. Additionally, the University of Michigan-Flint has suspended in-person classes and is offering refunds for students who move out of university housing, crimping a key source of revenue. Layoffs are possible if the school cannot weather the financial blow. Finally, FLI's high concentration of business/professional service jobs is misleading since it owes mainly to large numbers of temporary workers who are the first to get laid off when labor demand weakens.

**GM.** The next two quarters will be difficult for manufacturing, which will experience a sharper

than average decline in employment. Nearly half of factory jobs are in transportation equipment and specifically motor vehicle and parts manufacturing. GM has suspended production at its North America plants, including in FLI, where it is the top employer. The automaker has kept a limited number of voluntary workers for customer care, but remaining workers have been classified as temporarily laid off and the Flint assembly plant has closed. Although the current administration has compelled GM to manufacture ventilators, using the power under the Defense Production Act, this not happening in FLI. Moreover, even after automakers resume production, weak demand will be an obstacle with fiscal stimulus providing only a partial offset to ongoing income losses that will hurt spending.

**Healthcare.** Despite a large and growing senior population, healthcare will fail to expand in FLI as the number of younger residents dwindles. Healthcare employment has held relatively steady since 2012 and will continue to do so in the short run. Hospitals face challenges due to a small pool of qualified workers. Furthermore, healthcare workers are on the front lines and are the most likely to fall ill, further decreasing the labor supply. Additionally, medical providers are delaying or canceling nonurgent appointments, diagnostics and procedures, though some such as Hurley Medical are shifting to telemedicine.

**Flint's near-term forecast has been downgraded significantly since the fall. With businesses having to close shop, output, income and employment will fall. FLI's weak demographics, reliance on cyclical manufacturing, and few avenues of growth suggest the area will underperform even after the virus threat is curbed.**

Sebastian Mintah  
February 2020

1-866-275-3266  
help@economy.com

STRENGTHS & WEAKNESSES

STRENGTHS

- » High housing affordability and land for commercial and residential development

WEAKNESSES

- » Reliance on domestic vehicle industry
- » Persistent population losses and low labor force participation
- » Poorly educated workforce
- » Below-average per capita income
- » Lead poisoning from water supply

FORECAST RISKS

SHORT TERM

LONG TERM

RISK EXPOSURE  
2019-2024 **241** 3rd quintile Highest=1 Lowest=403

UPSIDE

- » New infrastructure projects help to sustain strong construction growth

DOWNSIDE

- » COVID-19 becomes a longer-lasting pandemic, significantly damaging manufacturing and the economy
- » Population losses are more pronounced
- » Worsening hospital finances lead to fewer jobs in the healthcare industry

MOODY'S RATING

**A2**

COUNTY  
AS OF SEP 27, 2017

2013	2014	2015	2016	2017	2018	INDICATORS	2019	2020	2021	2022	2023	2024
13.4	13.4	13.5	13.7	13.8	14.1	Gross metro product (C125 bil)	14.2	14.2	14.4	14.6	14.8	15.0
2.6	-0.4	1.1	1.5	0.3	2.5	% change	0.4	0.2	1.6	1.5	1.2	1.1
138.1	138.4	138.2	139.4	139.8	141.0	Total employment (ths)	142.2	143.0	142.9	143.1	143.5	143.5
2.1	0.3	-0.1	0.8	0.3	0.9	% change	0.9	0.5	-0.0	0.1	0.3	0.0
9.7	8.1	6.2	6.0	6.0	5.0	Unemployment rate (%)	5.0	5.3	5.7	6.2	6.3	6.4
1.6	3.3	4.9	3.2	2.4	4.4	Personal income growth (%)	4.6	4.1	3.0	4.4	4.1	3.4
41.6	42.7	43.5	45.0	46.2	48.1	Median household income (\$ ths)	49.5	51.4	53.5	55.5	57.4	59.3
415.6	412.8	410.4	408.8	407.5	406.4	Population (ths)	405.0	403.6	401.9	400.4	399.0	397.5
-0.6	-0.7	-0.6	-0.4	-0.3	-0.3	% change	-0.4	-0.3	-0.4	-0.4	-0.4	-0.4
-3.3	-3.4	-2.5	-1.9	-1.5	-1.2	Net migration (ths)	-1.5	-1.4	-1.8	-1.6	-1.5	-1.4
227	271	345	322	404	435	Single-family permits (#)	481	475	710	990	1,025	972
0	72	68	52	30	195	Multifamily permits (#)	183	78	188	213	207	194
114.3	123.9	132.1	140.1	150.9	162.1	FHFA house price (1995Q1=100)	171.4	181.3	190.1	198.1	204.4	211.1

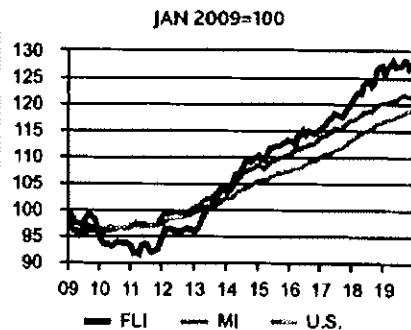
## ECONOMIC HEALTH CHECK

3-MO MA	Jul 19	Aug 19	Sep 19	Oct 19	Nov 19	Dec 19
Employment, change, ths	0.2	0.6	0.7	-0.1	-0.7	0.8
Unemployment rate, %	5.4	5.1	4.9	5.1	5.1	5.0
Labor force participation rate, %	56.7	56.9	56.8	56.9	56.7	56.6
Average weekly hours, #	36.7	37.1	37.3	37.1	37.2	37.4
Industrial production, 2012=100	115.3	117.3	116.5	113.4	113.8	114.1
Residential permits, single-family, #	410	351	416	460	497	551
Residential permits, multi-family, #	34	44	120	127	104	16
Dec/Dec	2014	2015	2016	2017	2018	2019
Employment, change, ths	2.3	0.9	-0.7	1.1	0.3	1.4

Unchanged from prior 3-mo MA

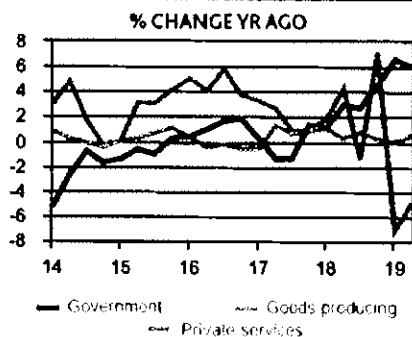
Sources: BLS, Census Bureau, Moody's Analytics

## BUSINESS CYCLE INDEX



Source: Moody's Analytics

## CURRENT EMPLOYMENT TRENDS



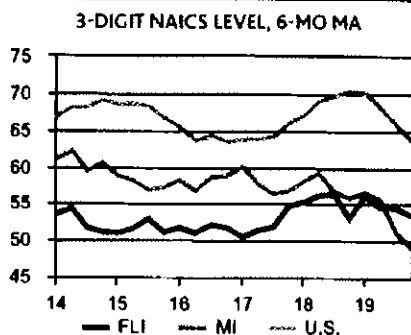
Sources: BLS, Moody's Analytics

% CHANGE YR AGO, 3-MO MA

	Dec 18	Jun 19	Dec 19
Total	11	0.7	0.0
Mining	2.5	1.1	1.0
Construction	8.6	3.7	2.9
Manufacturing	-1	-3.7	-11.8
Trade	0.3	2.0	-0.8
Trans/Utilities	5.1	14.3	1.4
Information	-4.8	0.8	1.7
Financial Activities	0.7	-2.6	0.1
Prof & Business Svcs	7.0	4.4	3.0
Edu & Health Svcs	-1.5	1.2	-2.4
Leisure & Hospitality	1.2	2.9	1.8
Other Services	0.8	1.3	0.7
Government	1.1	2.7	6.6

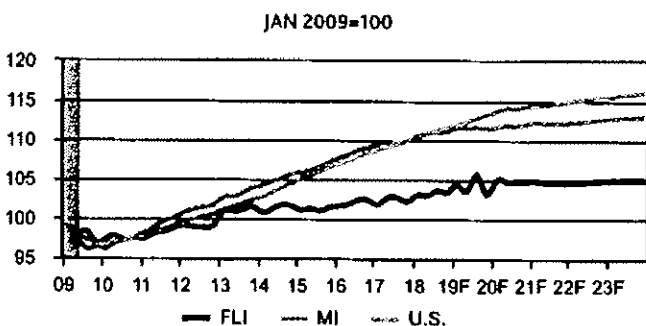
Sources: BLS, Moody's Analytics

## DIFFUSION INDEX



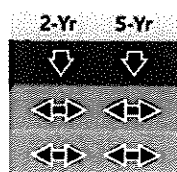
Sources: BLS, Moody's Analytics

## RELATIVE EMPLOYMENT PERFORMANCE

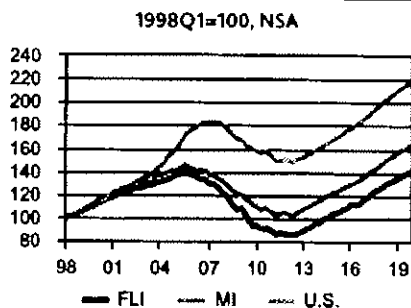


Sources: BLS, Moody's Analytics

## FORECAST VS. 6 MO PRIOR

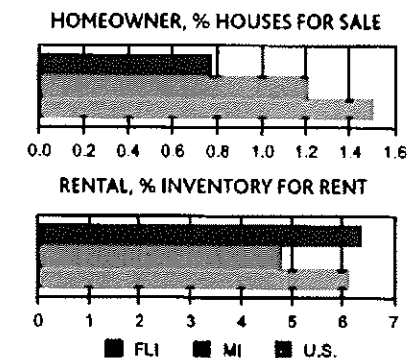


## HOUSE PRICE



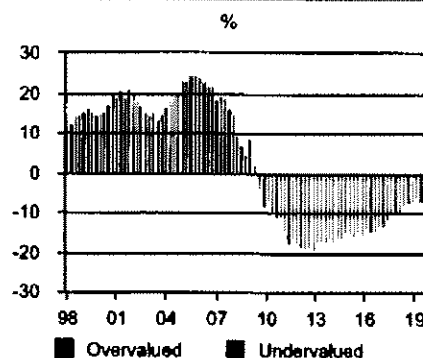
Sources: FHFA, Moody's Analytics

## VACANCY RATES



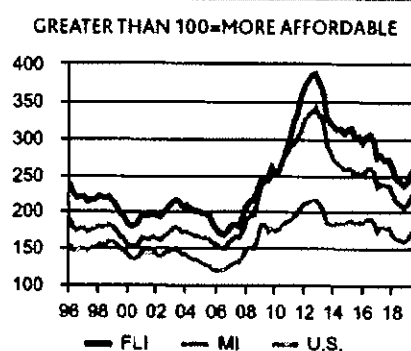
Sources: Census Bureau, ACS, Moody's Analytics, 2018

## HOUSE PRICE TRENDS

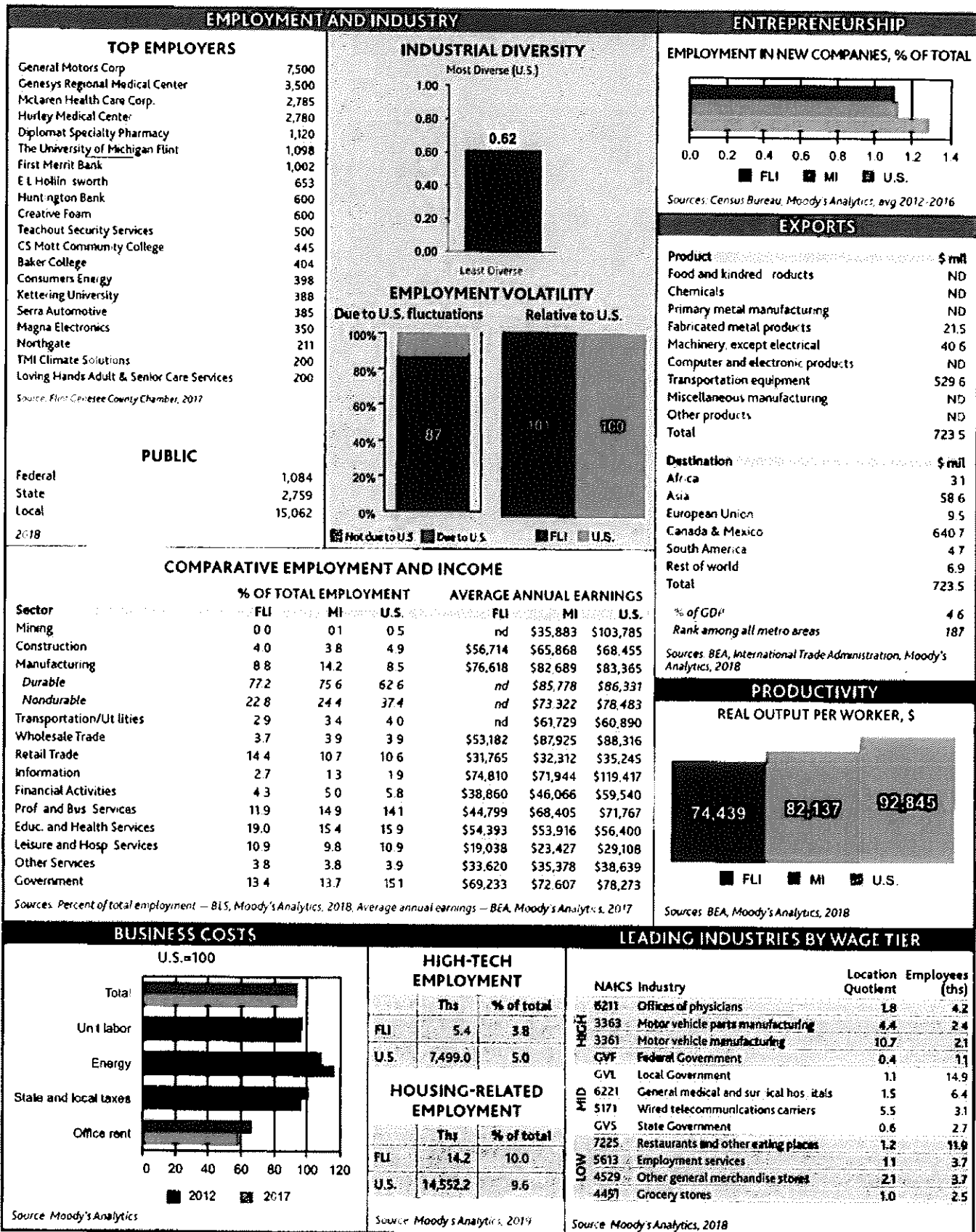


Sources: FHFA, Moody's Analytics

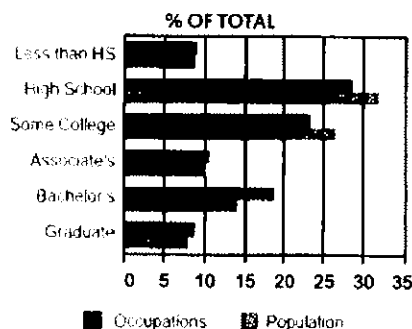
## HOUSING AFFORDABILITY



Sources: NAR, Moody's Analytics



## SKILLS MISMATCH

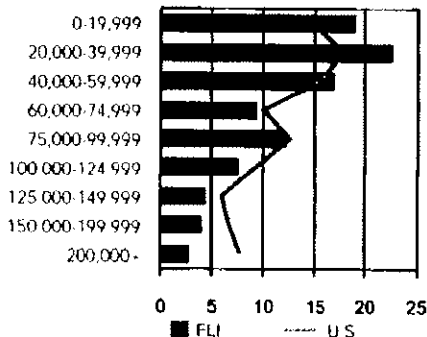


## ECONOMIC DISENFRANCHISEMENT

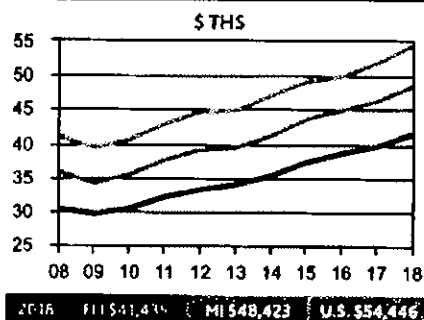
Index	2018	Rank*
Gini coefficient	0.47	131
Palma ratio	3.3	129
Poverty rate	18.8%	54

\*Most unequal=1, Most equal=403

## HOUSEHOLDS BY INCOME, %



## PER CAPITA INCOME



## MIGRATION FLOWS

### INTO FLINT MI

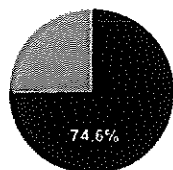
City	Number of Migrants
Warren MI	5,264
Saginaw MI	610
Detroit MI	512
Lansing MI	320
Grand Rapids MI	206
Ann Arbor MI	185
Bay City MI	100
Tampa FL	88
Phoenix AZ	81
Houston TX	73
Total in migration	13,503

### FROM FLINT MI

City	Number of Migrants
Warren MI	3,974
Saginaw MI	639
Detroit MI	508
Lansing MI	379
Grand Rapids MI	322
Ann Arbor MI	210
Phoenix AZ	203
Tampa FL	162
Bay City MI	139
Fort Worth TX	119
Total out-migration	13,567
Net migration	-64

## COMMUTER FLOWS

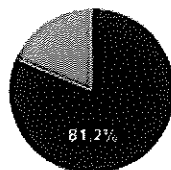
### RESIDENTS WHO WORK IN FLI



### Top Five Outside Sources of Jobs

City	Share
Flint MI	74.6%
Warren MI	16.3
Saginaw MI	2.7
Detroit MI	1.6
Lansing MI	1.1
Ann Arbor MI	0.9

### WORKERS WHO LIVE IN FLI

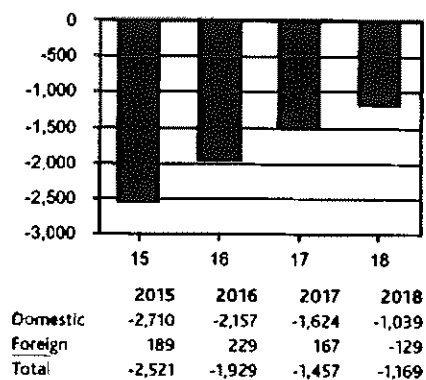


### Top Five Outside Sources of Workers

City	Share
Flint MI	81.2%
Warren MI	10.5
Saginaw MI	2.4
Lansing MI	0.5
Detroit MI	0.4
Bay City MI	0.3

Sources: Census Bureau, Moody's Analytics, avg 2009-2013

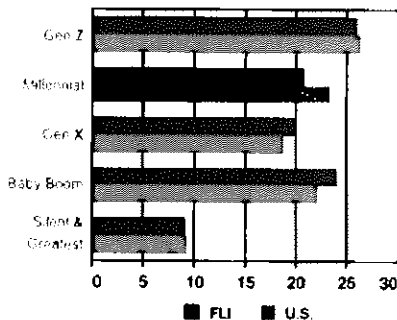
## NET MIGRATION, #



Sources: IRS (top), 2018, Census Bureau, Moody's Analytics

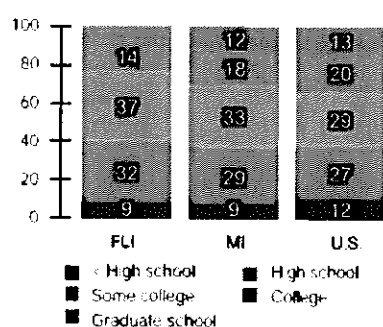
## GENERATIONAL BREAKDOWN

### POPULATION BY GENERATION, %

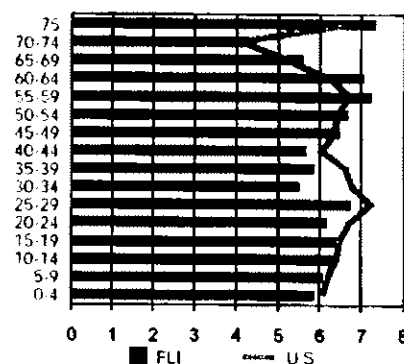


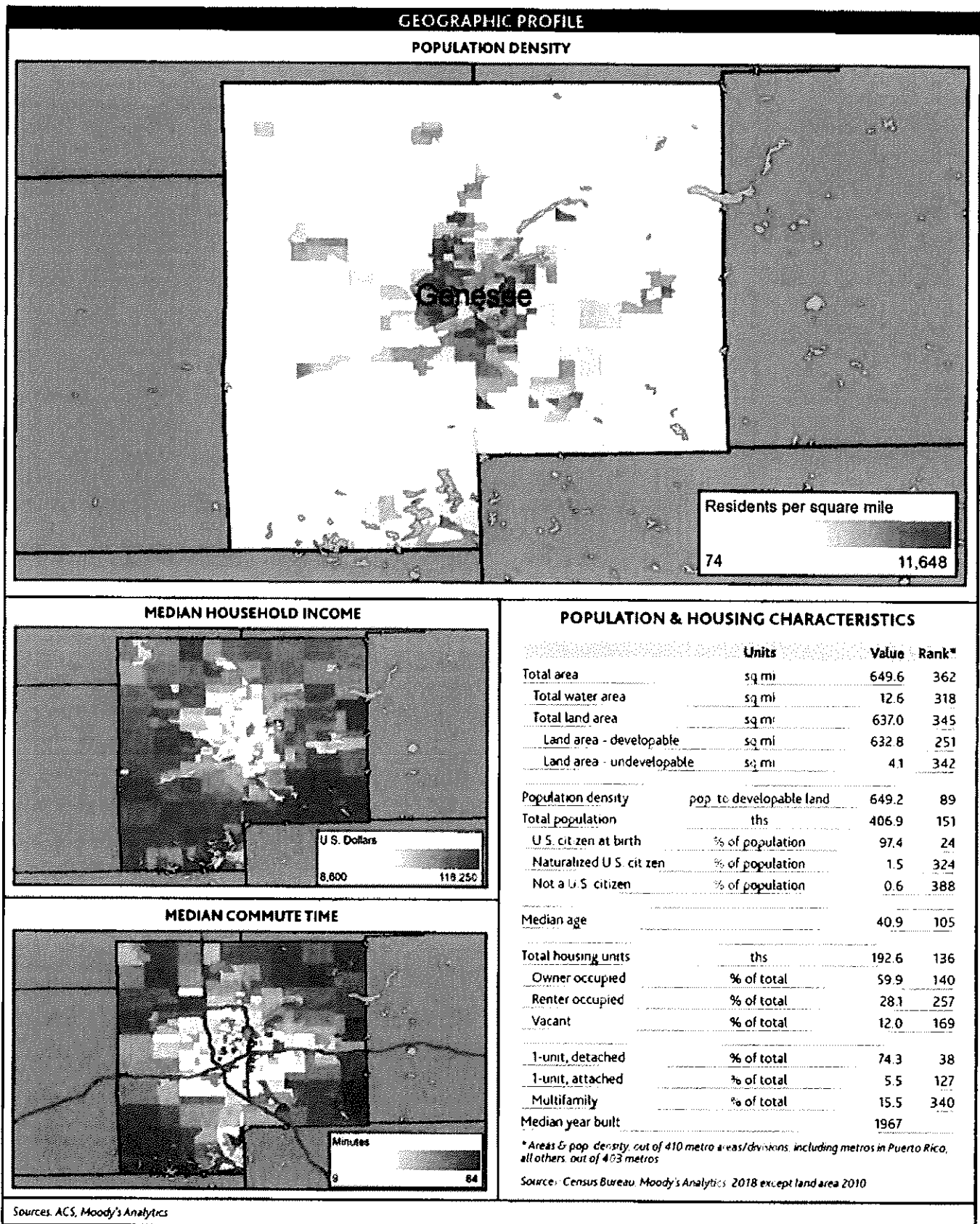
## EDUCATIONAL ATTAINMENT

### % OF ADULTS 25 AND OLDER



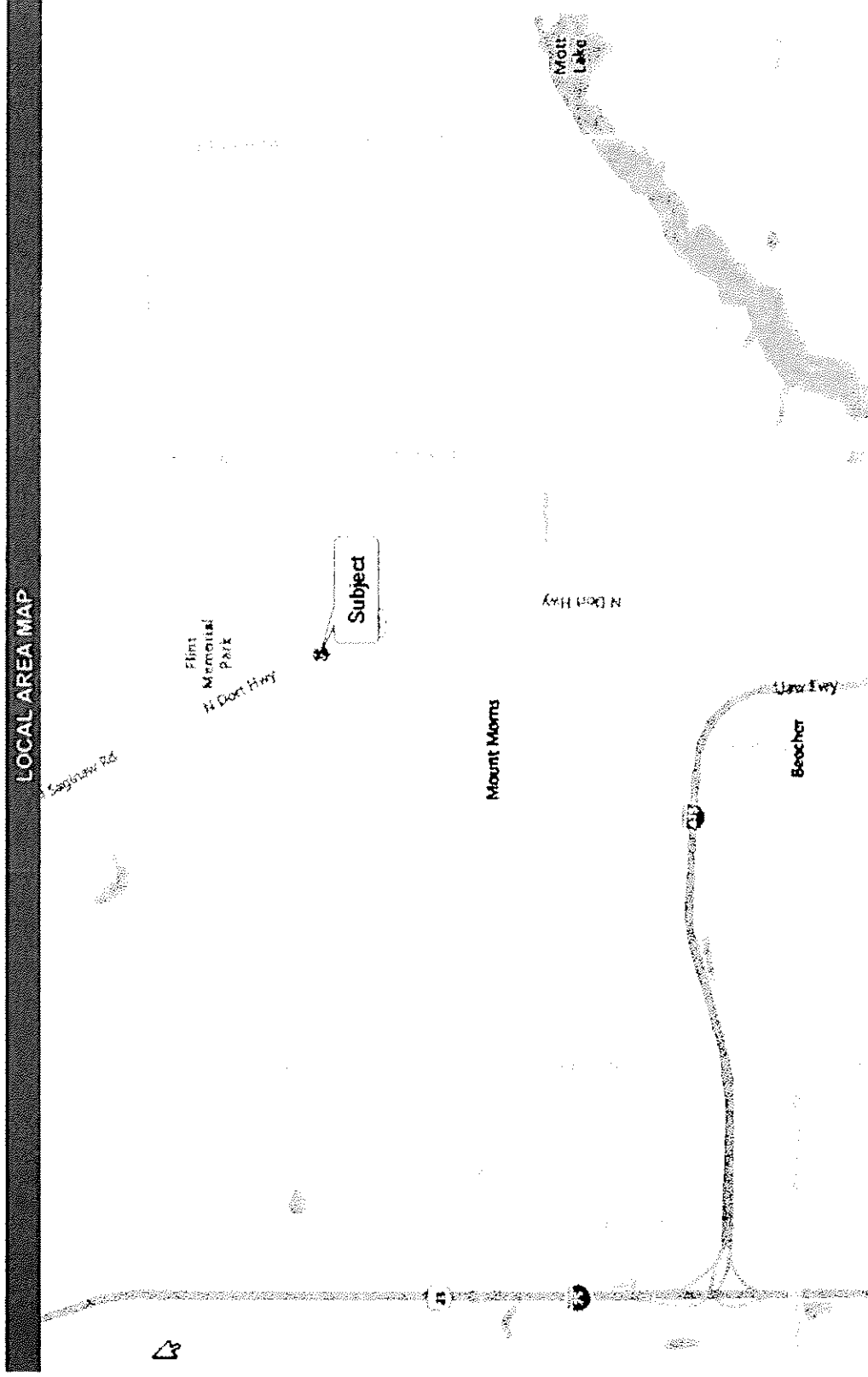
## POPULATION BY AGE, %







# Local Area Analysis



## Demographics Information

### Local Area Analysis

We analyzed a primary demographic profile for the subject based on a radius of approximately three miles from the property. To add perspective to this analysis, we segregated our survey into one, three, and five mile concentric circles with a comparison to the CBSA, state, and the United States. This data is presented on the following page.

<b>DEMOGRAPHIC SUMMARY</b>					
	<b>1.0-Mile Radius</b>	<b>3.0-Mile Radius</b>	<b>5.0-Mile Radius</b>	<b>48458 Zip Code</b>	<b>Filnt CBSA</b>
<b>POPULATION STATISTICS</b>					
2000	5,095	19,639	63,923	24,229	436,135
2019	3,852	16,435	53,827	20,321	416,378
2024	3,748	16,076	52,618	19,929	410,513
<b>Compound Annual Change</b>					
2000 - 2019	-1.46%	-0.93%	-0.90%	-0.92%	-0.24%
2019 - 2024	-0.55%	-0.44%	-0.45%	-0.39%	-0.28%
<b>HOUSEHOLD STATISTICS</b>					
2000	2,147	7,672	24,034	9,398	169,824
2019	1,648	6,531	20,822	7,992	163,872
2024	1,614	6,434	20,506	7,887	162,596
<b>Compound Annual Change</b>					
2000 - 2019	-1.38%	-0.84%	-0.75%	-0.85%	-0.19%
2019 - 2024	-0.42%	-0.30%	-0.31%	-0.26%	-0.16%
<b>AVERAGE HOUSEHOLD INCOME</b>					
2000	\$38,842	\$45,157	\$44,238	\$44,396	\$53,130
2019	\$44,112	\$47,668	\$46,232	\$47,009	\$62,544
2024	\$49,878	\$54,095	\$52,912	\$53,902	\$70,679
<b>Compound Annual Change</b>					
2000 - 2019	0.67%	0.29%	0.23%	0.30%	0.86%
2019 - 2024	2.49%	2.56%	2.74%	2.77%	2.48%
<b>OCCUPANCY</b>					
Owner Occupied	69.20%	70.19%	66.68%	70.22%	69.47%
Renter Occupied	30.80%	29.81%	33.32%	29.78%	30.53%

SOURCE: © 2019 Experian Marketing Solutions, Inc. • All rights reserved

### Population

Experian Marketing Solutions, Inc., provides historic, current and forecasted population estimates. Patterns of development density and migration are reflected in the current levels of population estimates.

Between 2000 and 2019, Experian Marketing Solutions, Inc., reports that the population within the three-mile radius declined at a compound annual rate of -0.93 percent. This is characteristic of suburban areas in this market. This trend is expected to continue into the near future albeit at a slightly slower pace. Expanding to the five-mile radius, population is expected to decline -0.45 percent per annum over the next five years.

### Households

A household consists of a person or group of people occupying a single housing unit, and is not necessarily a family unit. When an individual purchases goods and services, these purchases are a reflection of the entire household's

needs and decisions, making the household a critical unit to be considered when reviewing market data and forming conclusions about the trade area as it impacts the retail center.

Figures provided by Experian Marketing Solutions, Inc., indicate that the number of households are increasing at a faster rate than the growth of the population. Several changes in the way households are being formed have caused this acceleration, specifically:

- The population is living longer on average. This results in an increase of single-and two-person households;
- Higher divorce rates have resulted in an increase in single-person households; and
- Many individuals have postponed marriage, also resulting in more single-person households.

According to Experian Marketing Solutions, Inc., the three-mile radius grew at a compound annual rate of -0.84 percent between 2000 and 2019. Consistent with national trends the trade area is experiencing household changes at a rate that varies from population changes. That pace is expected to continue through 2024, and is estimated at -0.3 percent.

### Local Market Area Income

Income levels, either on a per capita, per family or household basis, indicate the economic level of the residents of the trade area and form an important component of this total analysis. Average household income, when combined with the number of households, is a major determinant of an area's retail sales potential.

Trade area income figures for the subject support the profile of a broad middle-income market. According to Experian Marketing Solutions, Inc., average household income in the three-mile radius in 2019 was approximately \$47,668, 112.93 percent of the CBSA average (\$42,211) and 101.40 percent of the state average (\$47,009).

Further analysis shows a relatively broad-based distribution of income, although skewed toward the lower income brackets similar to the distribution within the larger CBSA. This information is summarized as follows:

DISTRIBUTION OF HOUSEHOLD INCOME					
Category	1.0-Mile Radius	3.0-Mile Radius	5.0-Mile Radius	48450 Zip Code	Front CBSA
\$150,000 or more	1.88%	2.34%	2.29%	2.30%	5.54%
\$125,000 to \$149,999	1.03%	1.85%	2.03%	1.99%	3.85%
\$100,000 to \$124,999	3.58%	4.69%	4.11%	4.22%	6.67%
\$75,000 to \$99,999	8.20%	7.89%	7.91%	7.47%	11.11%
\$50,000 to \$74,999	16.21%	17.49%	16.21%	16.88%	18.95%
\$35,000 to \$49,999	17.91%	18.47%	16.71%	18.33%	15.65%
\$25,000 to \$34,999	12.99%	13.11%	13.09%	13.75%	11.28%
\$15,000 to \$24,999	20.34%	17.09%	16.49%	17.16%	12.02%
Under \$15,000	17.85%	17.06%	21.16%	17.90%	14.91%

SOURCE: © 2019 Experian Marketing Solutions, Inc. -All rights reserved

The previous chart makes it clear that the distribution of higher income level households increases as distance from the subject increases.

### Conclusion

We analyzed the retail trade history and profile of the subject's region and local market area, defined as a three-mile radius from the subject, in order to make reasonable assumptions regarding the continued performance of the market.

- As such we believe the property will serve a market encompassing a radius of five miles. Over the next five years, both the population and number of households in the subject's trade area are projected to remain fairly stable. Household income levels in the area are lower than the state or CBSA both significantly above national levels.
- The subject has average accessibility via the regional Interstate network and local arterials that provide linkages throughout the Flint CBSA.
- Based on our analysis we concluded that the subject is well positioned within its market area and the prospect for net appreciation in real estate values is expected to be good.

## Neighborhood Analysis

The subject is in Genesee Township but influenced by the nearby city of Mount Morris. This location is outside the expressway ring that circles the urban Flint area. Growth in the area has been a result of the urban migration to the surrounding townships. The primary land use is residential, as can be seen in the aerial photograph below, with supportive commercial uses along the connecting arteries and ample agricultural land as one moves away from such arteries.



Access to the neighborhood is by way of the US-23/Mount Morris Road interchange to the subject's west or the I-475/Saginaw Highway interchange, to the southwest.

The land uses immediately surrounding the subject property are primarily single-family residential with commercial uses interspersed. The North Dort Mobile Home Park is immediately across the highway from the subject and is an older park probably developed in the 1950s with smaller home sites and older homes, in plain view with very little natural vegetation to screen it. We also observed two larger, older commercial buildings within view of the subject property to be vacant mostly vacant. Both appear to have originally been industrial uses. There were no signs of new development occurring and most of the properties are in fair to average condition at best.

The outlook for the neighborhood is not positive but neither negative – more of the same. There is nothing on the horizon to suggest any significant change for the better or worse, except for the COVID-19 situation. The Flint area in general was hard hit in the last recession and the recent shutdown of the automotive plants due to the COVID pandemic has resulted in increases in unemployment and as a consequence, declining household income for consumer expenditures.

# Investment Considerations

## Overview

Prior to the current market disruption brought on by the Covid-19 pandemic, the U.S. economy had officially begun its eleventh consecutive year of growth in the second half of 2019; a new record for the longest economic expansion in history. Economic growth beat market expectations during the fourth quarter of 2019, and the unemployment rate hit a 50-year low as it sits at 3.5%. As the economy moved closer to full employment in what many viewed as late-cycle growth, the uncertainty of the global economy had raised the fears of a recession. During the year, American consumers continued to profit from the expansion, despite the threat of possible recession. The Federal Reserve cut interest rates for the third time in 2019 as a means of shielding the U.S. economy from global slowing. Additionally, payroll employment rose by 2.1 million in 2019, falling short of payroll employment gains in 2018, at 2.7 million, according to the Bureau of Labor Statistics. The trade war between the U.S. and China took a step in the right direction, as phase one of the deal was signed by President Donald Trump and senior Chinese leaders on January 15. Further considerations include:

- Throughout the holiday season there were concerns by consumers over business conditions and job prospects. Despite confidence levels being high, there was an expectation that holiday spending would drop. During fourth quarter 2019, the Consumer Confidence Index came in at 125.9 in October, 126.8 in November and 126.5 in December. Momentum looked to further growth in early-2020 as the economy had not shown signs of weakening.
- Consumer spending growth estimates for the fourth quarter currently sit around 2.5%. Retail sales rose each month during the fourth quarter and in December retail sales increased 0.3%. Despite major big-box retailers reporting a decline in sales during the holiday period, coupled with a lack of mall foot traffic, retail sales improved in December.
- All major U.S. Indices rose during the fourth quarter, with the S&P 500, Dow Jones and Nasdaq improving by 0.3%. Materials and energy were the best-performing sectors in the S&P 500, while IBM, Cisco Systems and Apple led the Dow Jones. For the year, the S&P 500, Nasdaq and the Dow rose 28.9%, 35.2% and 22.3%, respectively.
- U.S. commercial real estate investment activity was generally down during 2019, as transaction volume sat 2% below 2018's year-end total. For the fourth quarter, transaction volume was down 7% in a year-over-year comparison, ending the quarter with \$162.1 billion in activity, according to Real Capital Analytics.
- With Boris Johnson as the new United Kingdom Prime Minister, the United Kingdom left the European Union (EU) on January 31, 2020. The Brexit deal has been passed through the House of Commons and is now in the House of Lords and is expected to pass. During the United Kingdom's transition period, the UK will follow all of the EU's rules and the trading relationship will remain the same. The transition period will last until December 31, 2020 or until the two sides agree upon a United Kingdom-EU free trade deal.
- Entering 2020 on a stable, if not strong economic footing, the novel coronavirus has clearly had a severe impact on the economy. Keeping in mind that a majority of the information in this report contains the latest concrete data available (typically as of 4Q 2019), events have been changing rapidly, and the latest statistical information available has been provided, as available. Some further thoughts on recent events:
- The commercial real estate sector is not the stock market. It is often slower moving and the leasing fundamentals do not swing wildly from day-to-day. If the virus has a sustained and material impact on the broader economy, it will have feed through impacts on property as well.

- The outbreak has prompted a flight to quality, driving investors into the bond markets, where lower rates are creating more attractive debt/refinance options.
- If past outbreaks are a useful guide, then COVID-19 should largely be contained by the first half of 2020. Most anticipate a strong rebound in markets in the second half of the year.

## Economic Conditions

Leading up to the current economic turbulence, the current U.S. economic expansion cycle was over a decade old and was, by general consent, a strong economy and getting stronger. Despite this, interest rates, which help determine the cost of borrowing money for investments, had lingered near historic lows since the 2008 recession. Interest rates went unchanged through December 2015, when the Federal Reserve increased the rate for the first time in almost a decade. Following more tariffs being implemented on trade and inventories, the Federal Reserve Chairman Jerome Powell had shown an openness to cutting rates based on how the economy responded to the new trade deals made during the past year. In turn, the Federal Reserve reduced interest rates for a third time in 2019 to combat the trade war and boost the economy. The benchmark interest rate was reduced to a range of 1.5% to 1.75%. As of Q4, the central bank did not see a recession coming in the near-term and the reduced rate looked to offer additional protection from global slowdown and uncertainty. The Federal Reserve spent much of 2019 providing the American economy with insurance through interest rate cuts.

In addition, the U.S.-China trade war appears to have come to halt, as the two sides reached agreement on a deal that will see the U.S. reduce tariffs on \$120 billion in Chinese products from 15% to 7.5%. China has agreed to purchase \$200 billion worth of U.S. products over the next two years as part of the deal. The deal is a huge win for the U.S. as total exports to China would increase to approximately \$260 billion 2020 and almost \$310 billion in 2021.

On March 11, 2020, the World Health Organization (WHO) declared the novel coronavirus (COVID-19) outbreak a global pandemic. Economies around the world face significant headwinds as seen by the severe drop in demand for some services (such as travel, hospitality and entertainment). Further reduced economic activity has resulted from increasing social distance measures, including quarantines or lockdowns, throughout Europe and North America, as governments have taken unprecedented actions to stop the spread of the virus. As the stock market remains extremely volatile and financial markets struggle to quantify events that are still unfolding, there remains a lack of comparable transactions and market data. This leaves many CRE participants reporting that they are not yet able to accurately assess risk. Proceeding through these uncertain times, the reader is asked to consider some key events that have transpired:

- The disintegration of an alliance between OPEC and Russia has caused crude oil prices to dip to the lowest level since 2016 (and approaching levels not seen since the early 2000s). The steep decline has also deeply impacted the stock market, as reduced economic activity caused by the coronavirus has resulted in a notable global drop in 2020-Q1 oil consumption as compared to the same time last year.
- On Thursday March 12, 2020, the Federal Reserve announced that it would inject up to \$5 trillion into short-term markets to offset economic impacts brought on by the novel coronavirus.
- On Sunday, March 15, 2020, the Federal Open Market Committee cut interest rates to near zero for the first time since the 2008 recession. Since then, it has announced dollar swap lines with various foreign central banks, as well as various credit facilities aimed at backstopping and providing liquidity to key parts of financial markets.
- On Tuesday, March 17, 2020, Amazon announced the hiring of 100,000 new distribution workers to keep up with the online shopping surge caused by the coronavirus. Amazon has stated that the coronavirus

outbreak has caused a surge of online shopping in the United States to keep with the demand. The company will also invest more than \$355 million to raise pay for hourly employees in warehouse and distribution roles through April. Amazon is prioritizing medical supplies, household staples and other high-demand products through its warehouses until April 5, 2020.

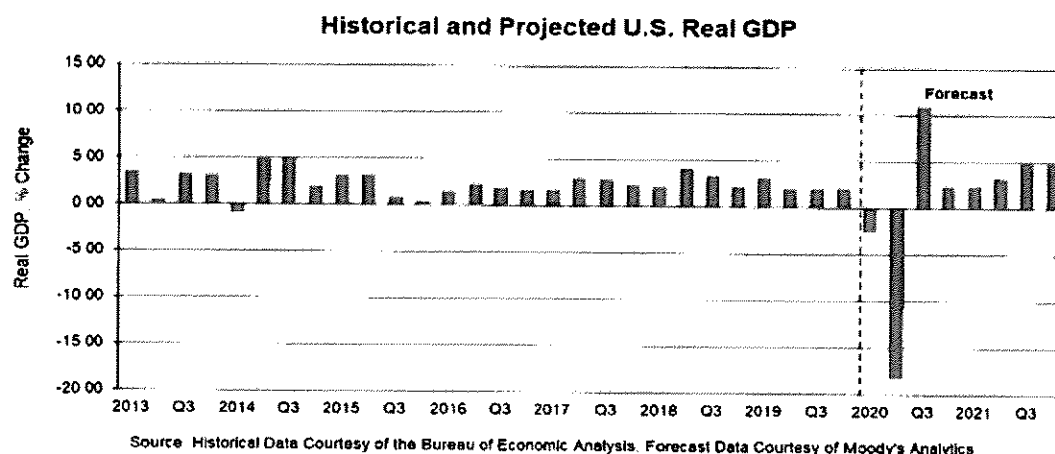
- On Thursday, March 19, California Governor Gavin Newsom put into effect a shelter-in-place order to extend to all 40-million Californians.
- Also on Thursday March 19, The Labor Department reported a 30% increase in unemployment claims.
- On Friday March 20, New York Governor Andrew Cuomo ordered residents to shelter in their homes, which was subsequently followed by Illinois Governor J.B. Pritzker. Many other states increased precautions throughout the week as well.
- On Friday March 20, President Trump announced that he had invoked the Defense Production Act, a law
- On Wednesday March 25, the White House and Congress agreed to deliver \$2 trillion in government relief. This is the largest stimulus in history and more than double the \$800 billion bill that was passed in 2008 during the financial crisis.
- On Friday March 27, the President signed the "Coronavirus Aid, Relief, and Economic Security Act," or "CARES Act" into law. The unparalleled \$2.2 trillion economic rescue package provides measures that include \$1,200 in direct payments to eligible Americans, and \$500 to children. The Treasury Department received \$500 billion that will support programs direct loans to airlines, cargo, and companies deemed important to national security. Additionally, the Treasury can provide loans or loan guarantees for other companies as well as provide funds to backstop lending programs to the Fed. Other funds will be divided as such: \$377 billion will go to loans and other forms of aid to small businesses; \$250 billion will help provide relief for unemployed workers; and \$100 billion has been assigned to boost healthcare. The bill finances a response with a price tag that amounts to 10% of 2019 nominal GDP.

In recent times, the CRE market has been driven by investor demand and strong liquidity. Asset values can fall significantly in short periods of time if either of these two factors, often in conjunction with many others, change significantly. While Cushman & Wakefield is closely monitoring the latest developments and will continue to provide updates as events unfold, the reader is cautioned to consider that values and incomes are likely to change more rapidly and significantly than during standard market conditions. Furthermore, the reader should be cautioned and reminded that any conclusions presented in this appraisal report apply only as of the effective date(s) indicated. The appraiser makes no representation as to the effect on the subject property(ies) of this event, or any event, subsequent to the effective date of the appraisal.

While the consensus generally suggests that the U.S. is falling into recession, with GDP expected to decline significantly in Q2 2020, the market may be anticipating a second-half snap-back following the initial impacts of the Covid-19 pandemic. Although it is too soon to know how the economy will respond once the challenges pass, the world appears to be watching markets such as China to see how fast (or slow) the recovery may be. At this writing, there are a myriad of potential scenarios, some that include a sharp "V"-shaped recovery in the latter-part of 2020, and others that show a more moderate trend line for improvement. As an example, some forecasts show U.S. GDP declining as much as 10% (or more) during Q2 2020, while some recovery forecasts show GDP expanding by as much as 15% in Q4. Again, it is too soon to know.



The following graph displays historical and projected U.S. real GDP percentage change (annualized on a quarterly basis) from first quarter 2013 through fourth quarter 2021:



Further points regarding current economic conditions are as follows:

- Moody's baseline forecasts a 2.5% drop in GDP for 1Q 2020, followed by a drop of 18.3% in the second quarter. By 3Q 2020, Moody's is expecting a strong rebound at 11.0% as we move out of the bottleneck and then maintain healthy growth rates through the end of 2021.
- Gross domestic product grew by an annualized rate of 2.1% in the fourth quarter 2019, according to the "advance" estimate released by the Bureau of Economic Analysis. And prior to the current disruption, economists had forecast continued economic expansion through 2021. The National Association for Business Economics had forecast 1.8% GDP growth in 2020, while the Urban Land Institute's annual forecast survey expected the economy to grow 1.9% in 2021. GDP correlates strongly with the commercial real estate sector, so a strong economy indicates strong support for our business going forward.
- Commercial and multifamily mortgage loan originations increased 7% in third quarter 2019 (latest data available) when compared to the end of 2018, according to the Mortgage Bankers Association's Quarterly Survey of Commercial/Multifamily Mortgage Banker. Low interest rates are the cause for increased commercial and multifamily borrowing and lending and should lead to continued support into 2020.

## Property Analysis

### Site Description

<b>Shape:</b>	<b>Irregularly shaped</b>	
<b>Topography:</b>	<b>Level at street grade</b>	
<b>Primary Land Area:</b>	<b>7.49 acres / 326,352 square feet</b>	
<b>Frontage/Access/Visibility:</b>	The subject property has frontage on the following streets:	
	N Dort Hwy	579 feet (est.)
	E Frances Rd	230 feet (est.)
<b>Site Improvements:</b>	There are no traditional site improvements on the property – e.g. parking lots, yard lighting, and the like. The site is reported to have been previously improved with a single-family residence with a foundation remaining and likely well and septic systems, but such have been unused in years it is assumed they do not contribute value to the property.	
<b>Land Use Restrictions:</b>	<p>There is a communications tower on the site near the billboards and the property owner reported it is controlled by the County Drain Commission with no income to the property. It lies at the frontage near the billboards and requires nominal land area to support it. The billboards are taxed as personal property in the state of Michigan and also required relatively nominal land area to support them.</p> <p>We were not given a title report to review. We do not know of any easements, encroachments, or restrictions that would adversely affect the site's use and do not perceive that the tower and billboards would do so. Still, we highly recommend a title search to determine whether any adverse conditions exist.</p>	

**Flood Zone Description:** The subject property is located in flood zone X (Areas determined to be outside the 500 year flood plain) as indicated by FEMA Map 260490075D, dated September 25, 2009.

The flood zone determination and other related data are provided by a third-party vendor deemed to be reliable. If further details are required, additional research is required that is beyond the scope of this analysis.



**Overall Site Utility:** Average

**Location Rating:** Average

## Real Property Taxes and Assessments

### Current Property Taxes

The subject property is located in the taxing jurisdiction of Genesee Township, and the assessor's parcel identification is 11-06-200-037. In Michigan, taxes are based on the assessment level multiplied by the tax rate. For existing owners, the assessment rate used is the Taxable Value (TV), which is based on the previous year's TV multiplied by an annual inflation factor that tends to constrict increases. Upon sale, however, the cap is lifted and the TV is reset to the State Equalized Value (SEV), which is supposed to represent 50 percent of the actual market value of the property. Based on the market value definition, which presupposes a sale of the property, the appraiser will estimate property taxes to a new owner.

According to the online tax records, the subject's 2019 property taxes are delinquent. As this analysis assumes a sale of the property on the valuation date, it is likewise assumed delinquent taxes would be paid by the seller at closing such that a buyer of the site would not incur any tax liability from before the valuation date.

The assessment and taxes for the property are presented in the following table:

<b>PROPERTY ASSESSMENT INFORMATION</b>	
Assessor's Parcel Number:	11-06-200-037
Assessing Authority:	Genesee Township
Tax Year:	2020
Equalization Rate:	50.00%
Are Taxes Current?	Taxes are not current
<b>ESTIMATED TAXES</b>	
SEV:	\$23,400
Total Tax Rate:	5.43%
Total Property Taxes:	\$1,270
<i>Compiled by Cushman &amp; Wakefield of Illinois, Inc.</i>	

## Zoning

### General Information

The property is zoned C-2, Highway Commercial by Genesee Township. A summary of the subject's zoning is provided in the following table:

<b>ZONING</b>			
<b>Municipality Governing Zoning:</b>	Genesee Township		
<b>Current Zoning:</b>	C-2, Highway Commercial		
<b>Is Current Use Permitted:</b>	Not applicable		
<b>Permitted Uses:</b>	Uses permitted by right include but are not limited to antique shops; appliance sales and service; art galleries; bakeries; bowling alleys; administrative, executive, governmental and professional offices; contractor services and offices; clinics; clubs; curio stores; florist shops; furniture stores; golf driving range and miniature golf; grocery stores; hardware stores; libraries; museums; hospitals; hotels or motels; strip malls; music shops; nurseries; parking lots; pet sales and supply; printing, publishing, blueprint, photocopy shops; radio and TV sales and service; real estate offices; restaurant, including drive-through; second-hand stores excluding outdoor sales or displays; single-family dwellings on same parcel as business; sporting goods shops; public swimming pools; taverns and bars; indoor theaters; and accessory uses.		

<b>ZONING REQUIREMENTS</b>	<b>CODE</b>	<b>SUBJECT INFORMATION</b>	<b>SUBJECT COMPLIANCE</b>
Minimum Lot Area:	30,000 SF	326,532 SF	Complying
Minimum Lot Width:	120 feet	450 feet	Complying
Maximum Building Height:	3 stories	Not Applicable	Not Applicable
Maximum Lot Coverage (% of Lot Area):	35.0%	Not Applicable	Not Applicable
Minimum Yard Setbacks:			
Front (Feet):	40	Not Applicable	Not Applicable
Rear (Feet):	25	Not Applicable	Not Applicable
Side (Feet):	15 (each)	Not Applicable	Not Applicable

*Compiled by Cushman & Wakefield of Illinois, Inc.*

We analyzed the zoning requirements in relation to the subject property and considered the compliance of the existing or proposed use. We are not experts in the interpretation of complex zoning ordinances but based on our review of public information, the subject property appears to be a conforming parcel. Detailed zoning studies are typically performed by a zoning or land use expert, including attorneys, land use planners, or architects. The depth of our study correlates directly with the scope of this assignment, and it considers all pertinent issues that have been discovered through our due diligence.

This appraisal is not intended to be a detailed determination of compliance, as that determination is beyond the scope of this real estate appraisal assignment.

## Valuation

### Highest and Best Use

#### Highest and Best Use of Site as though Vacant

We considered the legal issues related to zoning and legal restrictions. We also analyzed the physical characteristics of the site to determine what legal uses would be possible and considered the financial feasibility of these uses to determine the use that is maximally productive. Considering the subject site's physical characteristics and location, as well as the state of the local market, it is our opinion that the Highest and Best Use of the subject site as though vacant is for development with a commercial use built to its maximum feasible building area, as demands warrants.

## Land Valuation

### Methodology

We used the Sales Comparison Approach to develop an opinion of land value. We examined current offerings and analyzed prices buyers have recently paid for comparable sites. A summary chart of the selected comparables as well as our analysis of the sales is presented on the following pages. Emphasis was placed on finding sales of larger (four acres or more) vacant land parcels in Genesee County, without public sewer available and zoned for some type of commercial development. All comparables meet that description with some variance as to utilities available. Also, Sale 5 is the purchase of over 14 acres with a small building on it. We adjusted the sale price of this comparable downward based on the contributory value of the building, estimated based on assessment records and *Marshall Valuation Service*.

Comparable land sale data sheets are presented in the Addenda of this report.

### Analysis of Comparable Data

#### Property Rights Conveyed

The property rights conveyed in a transaction typically have an impact on the price that is paid. Acquiring the fee simple interest implies that the buyer is acquiring the full bundle of rights. Acquiring a leased fee interest typically means that the property being acquired is encumbered by at least one lease, which is a binding agreement transferring rights of use and occupancy to the tenant. A leasehold interest involves the acquisition of a lease, which conveys the rights to use and occupy the property to the buyer for a finite period of time. At the end of the lease term, there is typically no reversionary value to the leasehold interest.

The subject's fee simple estate is being valued and all of the sales involved a transfer of fee simple title and so no adjustments are applied.

#### Conditions of Sale

Adjustments for conditions of sale usually reflect the motivations of the buyer and the seller. In many situations the conditions of sale may significantly affect transaction prices. However, all sales used in this analysis are considered to be "arm's-length" market transactions between both knowledgeable buyers and sellers on the open market. Therefore, no adjustments are required.

#### Financial Terms

The financial terms of a transaction can have an impact on the sale price of a property. A buyer who purchases an asset with favorable financing might pay a higher price, as the reduced cost of debt creates a favorable debt coverage ratio. A transaction involving above-market debt will typically involve a lower purchase price tied to the lower equity returns after debt service. We analyzed all of the transactions to account for atypical financing terms. To the best of our knowledge, all of the sales used in this analysis were accomplished with cash or market-oriented financing. In some cases, that included short-term land contract terms but brokers suggest that is typical of the market. Therefore, no adjustments are required.

#### Market Conditions

The comparable data analyzed occurred between October 2015 and May 2018. *RealComp*® indicates the market for commercial land improved over that span of time but has leveled off in the last couple of years. An overall adjustment of 2.0 percent per annum is applied.

**Location**

The sales are all in Genesee County but in communities with very different demographics. We primarily relied on household income demographics since this is an indicator of consumer expenditures and thus best relates to the potential commercial use of the subject property. We also considered the quality and type of proximate development.

**Size**

Size adjustments are based on the tendency in real estate unit pricing for the price per unit (in this case, the price per acre) to decrease as the number of units the real estate increases, and vice versa, all else being equal. In this case, there was no significant variance to warrant adjustment.

**Public Utilities**

Generally, the availability of public utilities is a desirable trait. This is particularly true with public sewer because septic systems are increasingly subject to local health code regulations, expensive to build and require land that cannot be otherwise developed. The subject has public water available but improvements would rely on a private septic system. None of the comparables match this exact description – one has public water and sewer available and the others have neither available. Those without either are adjusted upward by ten percent; the one with both available is adjusted downward by five percent.

**Utility**

Frontage, access, visibility and site configuration can impact the development potential of a property regardless of its zoning. In this case, the subject and all the comparable sales have sufficient frontage and size to accommodate a substantial development regardless with the possible exception of Comparable 1. It is a relatively narrow, deep lot unlike the subject and the other sales and is adjusted upward by five percent. Comparable 4, on the other hand is a regular, clear site with good frontage on two roadways and adjusted downward by ten percent.



SUMMARY OF LAND SALES											
PROPERTY INFORMATION					TRANSACTION INFORMATION						
No.	Location	Size (Acres)	Zoning	Configuration	Water/ Sewer	Grantor	Grantee	Sale Date	Sale Price	\$/Acre	COMMENTS
S	Subject Property	7.49	Commercial	Irregular	Public Water						
1	3164 Coldwater Road (Adjacent to) Mt. Morris, MI	10.35	Commercial	Rectangular, Deep Lot	Well & Septic	Champion Auto Properties	Auto Dealers Auction Inc.	5/18	\$42,500	\$4,106	Multiple zoning (C1 and C2) permits outside storage; purchased by adjacent property owner to expand auto auction operation
2	8176 N Genesee Road Flint, MI (Mt. Morris Twp)	11.57	R-2	Irregular	Public Water & Sewer	Guy & Jena Locke	Judi McIlroy	4/17	\$36,000	\$3,111	Lot widens out at back, advertised as having very sandy soils and potential uses from truck farm to small development
3	6500 State Road Goodrich, MI (Atlas Twp)	8.45	C-2 and Res	Rectangular, Deep Lot	Well & Septic	Deschner Family Trust	Brian Chouinard	3/16	\$40,000	\$4,734	Zoned C-2 with (front 600 feet) and residential at rear; buyer rezoned to M-1 to develop a self-storage facility; long and narrow site
4	SEC W Grand Blanc Rd and Duffield Rd Gairies, MI	8.05	C-2	Rectangular	Well & Septic	Dean O & Suzanne Minnick	Nabeel Abby	1/16	\$24,000	\$2,981	Commercial-zoned parcel in a residential area
5	4150 E Bristol Road Burton, MI	10.17	C-3	Rectangular, Deep Lot	Well & Septic	4150 Bristol LLC	Associated Plumbing Heating & Cooling	10/15	\$34,000	\$3,343	500 FF along Bristol Road, improved with a 1,440-SF office/garage building built 1992 and renovated 2004
STATISTICS											
Low		8.05						10/15	\$24,000	\$2,981	
High		11.57						5/18	\$42,500	\$4,734	
Average		9.72						9/16	\$35,300	\$3,655	
Compiled by Cushman & Wakefield of Illinois, Inc.											

Compiled by Cushman &amp; Wakefield of Illinois, Inc.

**LAND SALE ADJUSTMENT GRID**

Economic Adjustments (Cumulative)						Property Characteristic Adjustments (Additive)						
No.	Price/Acre & Date	Property Rights Conveyed	Conditions of Sale	Financing	Market <sup>(1)</sup> Conditions	Price/Acre	Location	Size	Utilities	Utility <sup>(2)</sup>	Other	Adj Price/Acre
1	\$4,106 5/18	Fee Simple 0.0%	Arm's-Length 0.0%	Market 0.0%	Inferior 3.7%	\$4,258 3.7%	Superior -20.0%	Similar 0.0%	Inferior 10.0%	Inferior 5.0%	Similar 0.0%	\$4,045 -5.0%
2	\$3,111 4/17	Fee Simple 0.0%	Arm's-Length 0.0%	Market 0.0%	Inferior 6.0%	\$3,298 6.0%	Inferior 15.0%	Similar 0.0%	Superior -5.0%	Similar 0.0%	Similar 0.0%	\$3,628 10.0%
3	\$4,734 3/16	Fee Simple 0.0%	Arm's-Length 0.0%	Market 0.0%	Inferior 8.4%	\$5,131 8.4%	Superior -30.0%	Similar 0.0%	Inferior 10.0%	Similar 0.0%	Similar 0.0%	\$4,105 -20.0%
4	\$2,981 1/16	Fee Simple 0.0%	Arm's-Length 0.0%	Market 0.0%	Inferior 8.8%	\$3,244 8.8%	Inferior 10.0%	Similar 0.0%	Inferior 10.0%	Superior -10.0%	Similar 0.0%	\$3,568 10.0%
5	\$3,343 10/15	Fee Simple 0.0%	Arm's-Length 0.0%	Market 0.0%	Inferior 9.3%	\$3,654 9.3%	Superior -20.0%	Similar 0.0%	Inferior 10.0%	Similar 0.0%	Similar 0.0%	\$3,289 -10.0%
STATISTICS												
	\$2,981	- Low									Low -	\$3,289
	\$4,734	- High									High -	\$4,105
	\$3,655	- Average									Average -	\$3,727

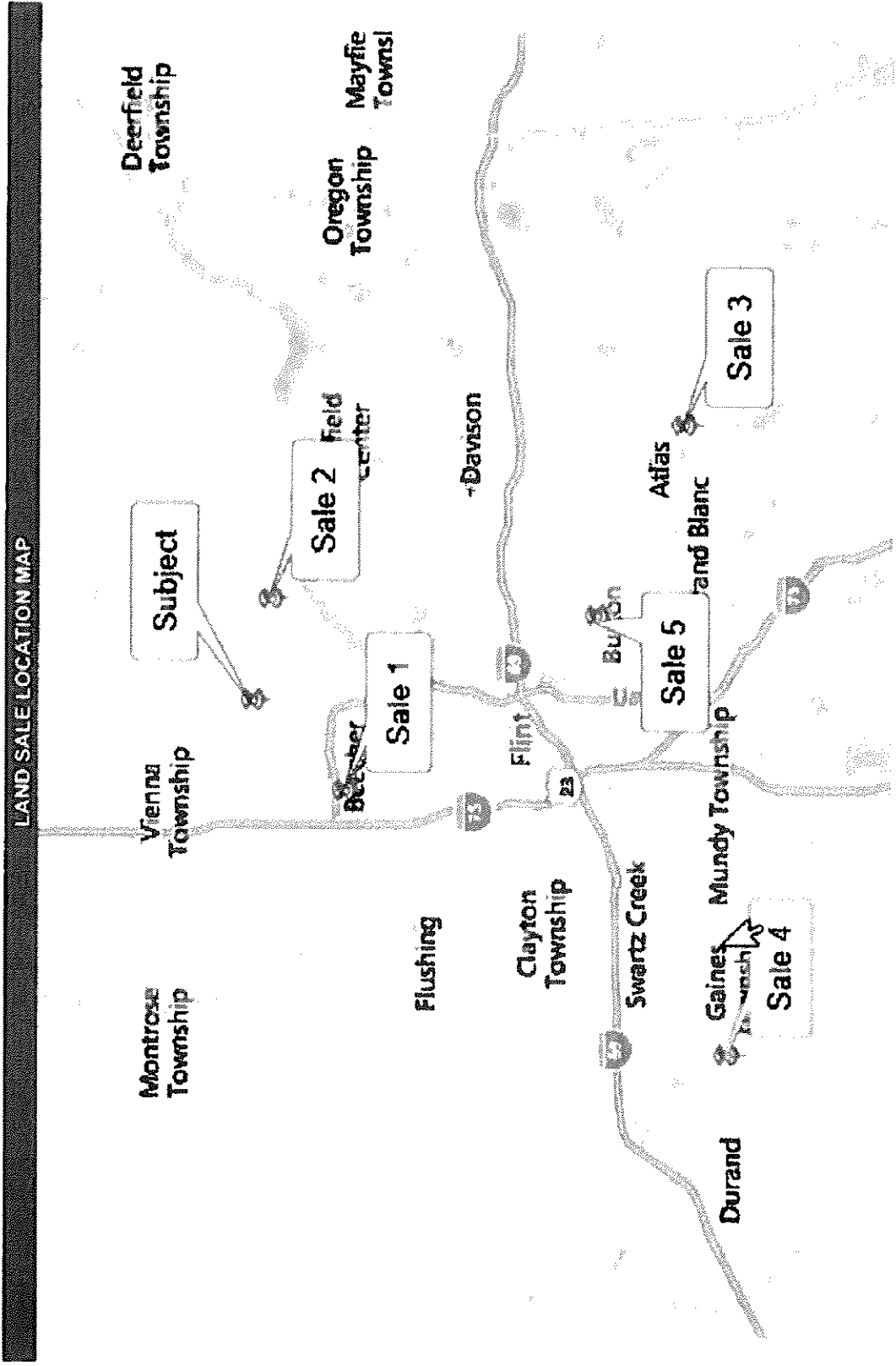
Compiled by Cushman &amp; Wakefield of Illinois, Inc.

**(1) Market Conditions Adjustment Footnote**

Compound annual change in market conditions: 2.00%  
Date of Value (for adjustment calculations): 3/29/20

**(2) Utility Footnote**

Utility includes shape, access, frontage and visibility.



## Conclusion of Site Value

The adjustments applied to the comparable sales in the Land Sale Adjustment Chart reflect what we determined is appropriate in the marketplace.

Despite the subjectivity, the adjustments were considered reasonable and were applied consistently.

After a thorough analysis, the comparable land sales reflect adjusted unit values ranging from \$3,288.67 per square foot to \$4,105.09 per square foot, with an average of \$3,726.97 per square foot. We placed greatest reliance on Sale 2 as it required the least adjustment overall and concluded value of \$3,600 per acre for the land.

## Contributory Value of the Ground Rent

The lease with Outfront Media pays \$100 per month in rent or \$1,200 per year. The lease is reportedly month-to-month and thus could be terminated at any time by either part with 30-day notice. The billboard use is "grandfathered" and can continue for as long as the billboards remain intact. The placement of the billboards on the site, generally along the northeast corner of the site, would not preclude commercial development of the rest of the site as there is ample frontage along both North Dort Highway.

We do not know when the billboards were erected but we do know that they were present in 2002 based on aerial photography observed, so they are at least 18 years old. We assumed another 10 to 20 years of economic life based on their observed quality and that the tenant would continue to advertise for another 10 years. The annual rent fixed at \$1,200 is reduced by 10% vacancy resulting in \$1,080 in annual effective net income. *RealtyRates.com* includes land leases as a property type in its Investor Survey. The subject would categorize as a "special purpose" with capitalization rates cited ranging widely from 2.84 to 15.19 percent.

RealtyRates.com INVESTOR SURVEY - 1st Quarter 2020*						
LAND LEASES						
Property Type	Capitalization Rates			Discount Rates		
	Min.	Max.	Avg.	Min.	Max.	Avg.
Apartments	2.63%	9.50%	6.06%	4.63%	10.01%	7.06%
Golf	1.73%	15.75%	8.48%	4.33%	16.25%	9.48%
Health Care/Senior Housing	2.59%	10.79%	6.79%	5.19%	11.29%	7.79%
Industrial	2.25%	9.67%	6.43%	4.65%	10.17%	7.43%
Lodging	1.96%	15.06%	7.00%	4.56%	15.56%	8.00%
Mobile Home/PV Park	2.42%	12.96%	7.38%	4.72%	13.06%	8.38%
Office	2.35%	9.27%	6.10%	4.96%	9.77%	7.10%
Restaurant	3.55%	14.85%	8.00%	6.15%	15.31%	9.00%
Retail	2.25%	10.76%	6.55%	4.69%	11.26%	7.55%
Self-Storage	2.45%	9.77%	7.62%	5.05%	10.27%	8.62%
Special Purpose	2.84%	15.19%	8.44%	6.68%	16.25%	9.98%
All Properties	1.78%	15.75%	7.17%	4.35%	16.25%	8.04%

\*4th Quarter 2019 Data

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Given the risk associated with the lease being month-to-month, we believe a 15.0 percent capitalization rate is appropriate. Applying a 15.0 cap rate to the \$1,080 annual effective income forecast results in a contributory value of \$7,200 from the ground rent.

CONTRIBUTORY VALUE OF GROUND RENT	
Gross Potential Rent	\$1,200
Less Vacancy & Collection Loss @ 10%	-\$120
Effective Gross Rent	\$1,080
Divided by Capitalization Rate	15%
Indicated Contributory Value	\$7,200

Compiled by Cushman & Wakefield of Illinois, Inc.

Therefore, we concluded that the current market of the subject property as follows:

AS IS LAND VALUE CONCLUSION	
Value Per Acre	\$3,600
Total Acres	x 7.49
Indicated Value of Land	\$26,971
Contributory Value Land Lease	\$7,200
Indicate Value of Subject Property	\$34,171
Rounded to nearest \$1,000	\$34,000
LAND VALUE CONCLUSION	\$34,000
\$/Acre Basis	\$4,538

*Compiled by Cushman & Wakefield of Illinois, Inc.*

## Reconciliation and Final Value Opinion

### Valuation Methodology Review and Reconciliation

This appraisal employs only the Sales Comparison Approach. Based on our analysis and knowledge of the subject property type and relevant investor profiles, it is our opinion that this approach would be considered necessary and applicable for market participants. Typical purchasers do not generally rely on the Cost or Income Capitalization Approaches when purchasing a property such as the subject of this report. Therefore, we have not employed the Cost Approach or the Income Capitalization Approach to develop an opinion of market value. The exclusion of these approaches to value does not reduce the credibility of the assignment results.

The approach indicated the following:

<b>FINAL VALUE RECONCILIATION</b>		
	<b>Market Value As-Is</b>	<b>Per Acre</b>
<b>Date of Value</b>	<b>March 29, 2020</b>	
<b>Land Valuation</b>		
Land Value	\$34,000	
Land Value per Acre		\$4,538
<b>Final Value Conclusion</b>	<b>\$34,000</b>	<b>\$4,538</b>
<i>Compiled by Cushman &amp; Wakefield of Illinois, Inc.</i>		

We gave sole weight to the Sales Comparison Approach because this mirrors the methodology used by purchasers of this property type.

<b>Value Conclusion</b>			
<b>Appraisal Premise</b>	<b>Real Property Interest</b>	<b>Date of Value</b>	<b>Value Conclusion</b>
Market Value As-Is	Leased Fee	March 29, 2020	\$34,000
<i>Compiled by Cushman &amp; Wakefield of Illinois, Inc.</i>			

## Assumptions and Limiting Conditions

"Report" means the appraisal or consulting report and conclusions stated therein, to which these Assumptions and Limiting Conditions are annexed.

"Property" means the subject of the Report.

"Cushman & Wakefield" means Cushman & Wakefield, Inc. or its subsidiary that issued the Report.

"Appraiser(s)" means the employee(s) of Cushman & Wakefield who prepared and signed the Report.

The Report has been made subject to the following assumptions and limiting conditions:

- No opinion is intended to be expressed and no responsibility is assumed for the legal description or for any matters that are legal in nature or require legal expertise or specialized knowledge beyond that of a real estate appraiser. Title to the Property is assumed to be good and marketable and the Property is assumed to be free and clear of all liens unless otherwise stated. No survey of the Property was undertaken.
- The information contained in the Report or upon which the Report is based has been gathered from sources the Appraiser assumes to be reliable and accurate. The owner of the Property may have provided some of such information. Neither the Appraiser nor Cushman & Wakefield shall be responsible for the accuracy or completeness of such information, including the correctness of estimates, opinions, dimensions, sketches, exhibits and factual matters. Any authorized user of the Report is obligated to bring to the attention of Cushman & Wakefield any inaccuracies or errors that it believes are contained in the Report.
- The opinions are only as of the date stated in the Report. Changes since that date in external and market factors or in the Property itself can significantly affect the conclusions in the Report.
- The Report is to be used in whole and not in part. No part of the Report shall be used in conjunction with any other analyses. Publication of the Report or any portion thereof without the prior written consent of Cushman & Wakefield is prohibited. Reference to the Appraisal Institute or to the MAI designation is prohibited. Except as may be otherwise stated in the letter of engagement, the Report may not be used by any person(s) other than the party(ies) to whom it is addressed or for purposes other than that for which it was prepared. No part of the Report shall be conveyed to the public through advertising, or used in any sales, promotion, offering or SEC material without Cushman & Wakefield's prior written consent. Any authorized user(s) of this Report who provides a copy to, or permits reliance thereon by, any person or entity not authorized by Cushman & Wakefield in writing to use or rely thereon, hereby agrees to indemnify and hold Cushman & Wakefield, its affiliates and their respective shareholders, directors, officers and employees, harmless from and against all damages, expenses, claims and costs, including attorneys' fees, incurred in investigating and defending any claim arising from or in any way connected to the use of, or reliance upon, the Report by any such unauthorized person(s) or entity(ies).
- Except as may be otherwise stated in the letter of engagement, the Appraiser shall not be required to give testimony in any court or administrative proceeding relating to the Property or the Appraisal.
- The Report assumes (a) responsible ownership and competent management of the Property; (b) there are no hidden or unapparent conditions of the Property, subsoil or structures that render the Property more or less valuable (no responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them); (c) full compliance with all applicable federal, state and local zoning and environmental regulations and laws, unless noncompliance is stated, defined and considered in the Report; and (d) all required licenses, certificates of occupancy and other governmental consents have been or can be obtained and renewed for any use on which the value opinion contained in the Report is based.
- The physical condition of the improvements considered by the Report is based on visual inspection by the Appraiser or other person identified in the Report. Cushman & Wakefield assumes no responsibility for the soundness of structural components or for the condition of mechanical equipment, plumbing or electrical components.
- The forecasted potential gross income referred to in the Report may be based on lease summaries provided by the owner or third parties. The Report assumes no responsibility for the authenticity or completeness of lease information provided by others. Cushman & Wakefield recommends that legal advice be obtained regarding the interpretation of lease provisions and the contractual rights of parties.

- The forecasts of income and expenses are not predictions of the future. Rather, they are the Appraiser's best opinions of current market thinking on future income and expenses. The Appraiser and Cushman & Wakefield make no warranty or representation that these forecasts will materialize. The real estate market is constantly fluctuating and changing. It is not the Appraiser's task to predict or in any way warrant the conditions of a future real estate market; the Appraiser can only reflect what the investment community, as of the date of the Report, envisages for the future in terms of rental rates, expenses, and supply and demand.
- Unless otherwise stated in the Report, the existence of potentially hazardous or toxic materials that may have been used in the construction or maintenance of the improvements or may be located at or about the Property was not considered in arriving at the opinion of value. These materials (such as formaldehyde foam insulation, asbestos insulation and other potentially hazardous materials) may adversely affect the value of the Property. The Appraisers are not qualified to detect such substances. Cushman & Wakefield recommends that an environmental expert be employed to determine the impact of these matters on the opinion of value.
- Unless otherwise stated in the Report, compliance with the requirements of the Americans with Disabilities Act of 1990 (ADA) has not been considered in arriving at the opinion of value. Failure to comply with the requirements of the ADA may adversely affect the value of the Property. Cushman & Wakefield recommends that an expert in this field be employed to determine the compliance of the Property with the requirements of the ADA and the impact of these matters on the opinion of value.
- If the Report is submitted to a lender or investor with the prior approval of Cushman & Wakefield, such party should consider this Report as only one factor, together with its independent investment considerations and underwriting criteria, in its overall investment decision. Such lender or investor is specifically cautioned to understand all Extraordinary Assumptions and Hypothetical Conditions and the Assumptions and Limiting Conditions incorporated in this Report.
- In the event of a claim against Cushman & Wakefield or its affiliates or their respective officers or employees or the Appraisers in connection with or in any way relating to this Report or this engagement, the maximum damages recoverable shall be the amount of the monies actually collected by Cushman & Wakefield or its affiliates for this Report and under no circumstances shall any claim for consequential damages be made.
- If the Report is referred to or included in any offering material or prospectus, the Report shall be deemed referred to or included for informational purposes only and Cushman & Wakefield, its employees and the Appraiser have no liability to such recipients. Cushman & Wakefield disclaims any and all liability to any party other than the party that retained Cushman & Wakefield to prepare the Report.
- Unless otherwise noted, we were not given a soil report to review. However, we assume that the soil's load-bearing capacity is sufficient to support existing and/or proposed structure(s). We did not observe any evidence to the contrary during our physical inspection of the property. Drainage appears to be adequate.
- Unless otherwise noted, we were not given a title report to review. We do not know of any easements, encroachments, or restrictions that would adversely affect the site's use. However, we recommend a title search to determine whether any adverse conditions exist.
- Unless otherwise noted, we were not given a wetlands survey to review. If subsequent engineering data reveal the presence of regulated wetlands, it could materially affect property value. We recommend a wetlands survey by a professional engineer with expertise in this field.
- Unless otherwise noted, we observed no evidence of toxic or hazardous substances during our inspection of the site. However, we are not trained to perform technical environmental inspections and recommend the hiring of a professional engineer with expertise in this field.
- Unless otherwise noted, we did not inspect the roof nor did we make a detailed inspection of the mechanical systems. The appraisers are not qualified to render an opinion regarding the adequacy or condition of these components. The client is urged to retain an expert in this field if detailed information is needed.
- By use of this Report each party that uses this Report agrees to be bound by all of the Assumptions and Limiting Conditions, Hypothetical Conditions and Extraordinary Assumptions stated herein.



## Certification

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- Susan P. Shipman, MAI did make a personal inspection of the property that is the subject of this report.
- Susan P. Shipman, MAI has not provided prior services, as an appraiser or in any other capacity, within the three-year period immediately preceding acceptance of this assignment.
- No one provided significant real property appraisal assistance to the persons signing this report.
- As of the date of this report, Susan P. Shipman, MAI has completed the continuing education program for Designated Members of the Appraisal Institute.



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Susan P. Shipman, MAI  
Senior Director  
MI Certified General Appraiser  
License No. 1201003814  
susan.shipman@cushwake.com  
248-358-6129 Office Direct

## Addenda Contents

- Addendum A: Glossary of Terms & Definitions
- Addendum B: Comparable Land Sale Data Sheets
- Addendum C: Qualifications of the Appraiser

## Addendum A: Glossary of Terms & Definitions

The following definitions of pertinent terms are taken from *The Dictionary of Real Estate Appraisal*, Sixth Edition (2015), published by the Appraisal Institute, Chicago, IL, as well as other sources.

### As Is Market Value

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date. (Proposed Interagency Appraisal and Evaluation Guidelines, OCC-4810-33-P 20%)

### Band of Investment

A technique in which the capitalization rates attributable to components of a capital investment are weighted and combined to derive a weighted-average rate attributable to the total investment.

### Cash Equivalency

An analytical process in which the sale price of a transaction with nonmarket financing or financing with unusual conditions or incentives is converted into a price expressed in terms of cash.

### Depreciation

1. In appraising, a loss in property value from any cause, the difference between the cost of an improvement on the effective date of the appraisal and the market value of the improvement on the same date. 2. In accounting, an allowance made against the loss in value of an asset for a defined purpose and computed using a specified method.

### Disposition Value

The most probable price that a specified interest in real property is likely to bring under all of the following conditions:

- Consummation of a sale will occur within a limited future marketing period specified by the client.
- The actual market conditions currently prevailing are those to which the appraised property interest is subject.
- The buyer and seller is each acting prudently and knowledgeably.
- The seller is under compulsion to sell.
- The buyer is typically motivated.
- Both parties are acting in what they consider their best interest.
- An adequate marketing effort will be made in the limited time allowed for the completion of a sale.
- Payment will be made in cash in U.S. dollars or in terms of financial arrangements comparable thereto.
- The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Note that this definition differs from the definition of market value. The most notable difference relates to the motivation of the seller. In the case of Disposition value, the seller would be acting under compulsion within a limited future marketing period.

### Ellwood Formula

A yield capitalization method that provides a formulaic solution for developing a capitalization rate for various combinations of equity yields and mortgage terms. The formula is applicable only to properties with stable or stabilized income streams and properties with income streams expected to change according to the J- or K-factor pattern. The formula is

$$RO = [YE - M (YE + P \frac{1}{S} n^{\frac{1}{n}} - RM) - \Delta O \frac{1}{S} n^{\frac{1}{n}}] / [1 + \Delta I J]$$

where

RO = Overall Capitalization Rate

YE = Equity Yield Rate

M = Loan-to-Value Ratio

P = Percentage of Loan Paid Off

$\frac{1}{S} n^{\frac{1}{n}}$  = Sinking Fund Factor at the Equity Yield Rate

RM = Mortgage Capitalization Rate

$\Delta O$  = Change in Total Property Value

$\Delta I$  = Total Ratio Change in Income

J = J Factor

Also called mortgage-equity formula.

## Exposure Time

1. The time a property remains on the market. 2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal a retrospective estimate based on an analysis of past events assuming a competitive and open market. See also marketing time.

## Extraordinary Assumption

An assignment-specific assumption, as of the effective date regarding uncertain information used in an analysis, which, if found to be false, could alter the appraiser's opinions or conclusions.

Comment: Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in an analysis.

## Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

## Highest and Best Use

The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

## Highest and Best Use of Property as Improved

The use that should be made of a property as it exists. An existing improvement should be renovated or retained as is so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one.

## Hypothetical Conditions

A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

## Insurable Replacement Cost/Insurable Value

A type of value for insurance purposes.

## Intended Use

The use or uses of an appraiser's reported appraisal, appraisal review, or appraisal consulting assignment opinions and conclusions, as identified by the appraiser based on communication with the client at the time of the assignment.

## Intended User

The client and any other party as identified, by name or type, as users of the appraisal, appraisal review, or appraisal consulting report by the appraiser on the basis of communication with the client at the time of the assignment.

## Leased Fee Interest

A freehold (ownership interest) where the possessory interest has been granted to another party by creation of a contractual landlord-tenant relationship (i.e., a lease).

## Leasehold Interest

The tenant's possessory interest created by a lease. See also negative leasehold; positive leasehold.

## Liquidation Value

The most probable price that a specified interest in real property is likely to bring under all of the following conditions:

- Consummation of a sale will occur within a severely limited future marketing period specified by the client.
- The actual market conditions currently prevailing are those to which the appraised property interest is subject.
- The buyer is acting prudently and knowledgeably.
- The seller is under extreme compulsion to sell.
- The buyer is typically motivated.
- The buyer is acting in what he or she considers his or her best interest.
- A limited marketing effort and time will be allowed for the completion of a sale.
- Payment will be made in cash in U.S. dollars or in terms of financial arrangements comparable thereto.
- The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Note that this definition differs from the definition of market value. The most notable difference relates to the motivation of the seller. Under market value, the seller would be acting in his or her own best interests. The seller would be acting prudently and knowledgeably, assuming the price is not affected by undue stimulus or atypical motivation. In the case of liquidation value, the seller would be acting under extreme compulsion within a severely limited future marketing period.

## Market Rent

The most probable rent that a property should bring in a competitive and open market reflecting all conditions and restrictions of the lease agreement, including permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options and tenant improvements (TIs).

## Market Value

As defined in the Agencies' appraisal regulations, the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus.

Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.<sup>1</sup>

## Marketing Time

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time.) See also exposure time.

## Mortgage-Equity Analysis

Capitalization and investment analysis procedures that recognize how mortgage terms and equity requirements affect the value of income-producing property.

## Prospective Opinion of Value

A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not yet achieved sellout or a stabilized level of long-term occupancy.

## Prospective Value upon Reaching Stabilized Occupancy

The value of a property as of a point in time when all improvements have been physically constructed and the property has been leased to its optimum level of long term occupancy. At such point, all capital outlays for tenant improvements, leasing commissions, marketing costs and other carrying charges are assumed to have been incurred.

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<sup>1</sup> "Interagency Appraisal and Evaluation Guidelines," Federal Register 75:237 (December 10, 2010) p. 77472.

## Special, Unusual, or Extraordinary Assumptions

Before completing the acquisition of a property, a prudent purchaser in the market typically exercises due diligence by making customary enquiries about the property. It is normal for a Valuer to make assumptions as to the most likely outcome of this due diligence process and to rely on actual information regarding such matters as provided by the client. Special, unusual, or extraordinary assumptions may be any additional assumptions relating to matters covered in the due diligence process, or may relate to other issues, such as the identity of the purchaser, the physical state of the property, the presence of environmental pollutants (e.g., ground water contamination), or the ability to redevelop the property.

Addendum B:  
Comparable Land Sale Data Sheets

# LAND SALE COMPARABLE 1



**Property Name:** Vacant Commercial Land  
**Address:** 3164 Coldwater Road  
 (Adjacent to)  
 Mount Morris MI 48458  
**Jurisdiction:** Genesee  
**MSA:** Flint  
**Submarket:**  
**Property Type:** Land  
**Property Subtype:** Commercial  
**Classification:** N/A  
**ID:** 544907  
**Tax Number(s):** 1415400006

## PROPERTY INFORMATION

Site Area (Acres):	10.3500	Public Utilities:	Partially Available
Site Area (Sq.Ft.):	450,846	Electricity:	Yes
Zoning:	C-1 and C-2 (permits outdoor storage/parking)	Water:	No
Utility:	Average	Sewer:	No
Access:	Average	Gas:	Yes
Frontage:	Good	Proposed Use:	Retail-Commercial
Visibility:	Good	Maximum FAR:	N/A
Shape:	Rectangular	Potential Building Area:	N/A
Topography:	Level	Potential Units:	N/A

## SALE INFORMATION

Status:	Recorded Sale	OAR:	N/A
Deed Reference:	201806050069960	NOI:	N/A
Sale Date:	5/2018	Price per Sq.Ft.:	\$0.09
Sale Price:	\$42,500	Price per Acre:	\$4,106
Value Interest:	Fee Simple	Price per Potential Building Area:	N/A
Grantor:	Champion Auto Properties	Price per Potential Units:	N/A
Grantee:	Auto Dealers Auction Inc.		
Financing:	Market Rate		
Condition of Sale:	Arm's Length		

## VERIFICATION COMMENTS

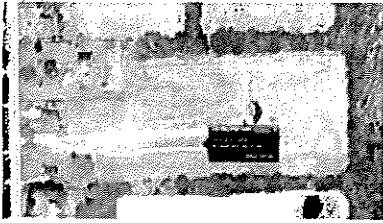
MLS #630000220439; Warranty Deed 201806050069960; Appraisal

## COMMENTS

Sale of a 10.35-acre, deep rectangular site with 220 FF on Coldwater Road and the I-475 exit ramp to Clio Road, within the southwest quadrant of the I-475/Clio Road Interchange, in Mt. Morris Township. Site depth is about 2,050 feet. Purchased by adjacent property owner to the west to expand existing auto auction operation but property had been listed for sale for 7.6 months at an asking price of \$59,900.



## LAND SALE COMPARABLE 2



Property Name	Vacant Land
Address:	8176 North Genesee Road (Mt. Morris Twp)
	Flint MI 48458
City, State, Zip	Genesee
Jurisdiction:	Flint
MSA:	
Submarket:	
Property Type:	Land
Property Subtype:	To Be Determined
Classification:	N/A
ID:	544924
Tax Number(s)	1102300020

### PROPERTY INFORMATION

Site Area (Acres):	11.5710	Public Utilities:	All Available
Site Area (Sq.Ft.):	504,033	Electricity:	N/A
Zoning:	R-2	Water:	N/A
Utility:	Average	Sewer:	N/A
Access:	Average	Gas:	N/A
Frontage:	Average	Proposed Use:	N/A
Visibility:	Average	Maximum FAR:	N/A
Shape:	N/A	Potential Building Area:	N/A
Topography:	N/A	Potential Units:	N/A

### SALE INFORMATION

Status:	Recorded Sale	OAR:	N/A
Deed Reference:	201705050037775	NOI:	N/A
Sale Date:	4/2017	Price per Sq.Ft.:	\$0.07
Sale Price:	\$36,000	Price per Acre:	\$3,111
Value Interest:	Fee Simple	Price per Potential Building Area:	N/A
Grantor:	Guy & Jena Locke	Price per Potential Units:	N/A
Grantee:	Judi McIlroy		
Financing:	Short term LC, cash equivalent		
Condition of Sale:	Arm's Length		

### VERIFICATION COMMENTS

MLS #216078215, Assessment Records, WD, Broker

### COMMENTS

Sale of a 11.57-acre site with 100 FF along the east side of N Genesee Road, advertised as having "lots of potential for truck farm to a small development" with "very sandy soils".

## LAND SALE COMPARABLE 3



Property Name: Vacant Commercial Land  
 Address: 6500 State Road  
 (Atlas Township)  
 City, State Zip: Goodrich MI 48438-8710  
 Jurisdiction: Genesee  
 MSA: Flint  
 Submarket:  
 Property Type: Land  
 Property Subtype: Commercial  
 Classification: N/A  
 ID: 90702  
 Tax Number(s): 02-10-300-018

### PROPERTY INFORMATION

Site Area (Acres):	8.4500	Public Utilities:	Partially Available
Site Area (Sq.Ft.):	368,082	Electricity:	Yes
Zoning:	C-2 and Res	Water:	No
Utility:	Average	Sewer:	No
Access:	Average	Gas:	Yes
Frontage:	Average	Proposed Use:	Self-Storage
Visibility:	Average	Maximum FAR:	N/A
Shape:	Rectangular	Potential Building Area:	N/A
Topography:	Level	Potential Units:	N/A

### SALE INFORMATION

Status:	Recorded Sale	OAR:	N/A
Deed Reference:		NOI:	N/A
Sale Date:	3/2016	Price per Sq Ft.:	\$0.11
Sale Price:	\$40,000	Price per Acre:	\$4,734
Value Interest:	N/A	Price per Potential Building Area:	N/A
Grantor:	Deschner Family Trust	Price per Potential Units:	N/A
Grantee:	Brian Chouinard		
Financing:	N/A		
Condition of Sale:	N/A		

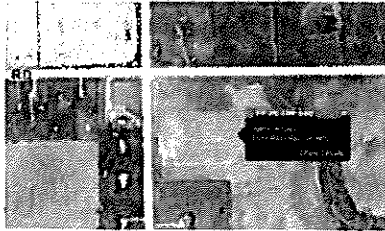
### VERIFICATION COMMENTS

Warranty Deed, Atlas Township Minutes, MLS #216001489, Costar, Assessment Records, PTA

### COMMENTS

This is the sale of a vacant parcel that was zoned both C-2 commercial, (front 600 feet) and residential in the rear. The buyer petitioned the township for rezoning to M-1, for development of self storage condo units. The site is long and narrow with 215 feet of frontage on State Road and a depth of approximately 1,300 feet.

## LAND SALE COMPARABLE 4



Property Name	Vacant Commercial Site
Address	SE Corner W Grand Blanc Road and Duffield Road
City, State, Zip	Gaines MI 48438
Jurisdiction	Genesee
MSA	Flint
Submarket	
Property Type	Land
Property Subtype	Commercial
Classification	N/A
ID	220652
Tax Number(s)	10-20-100-010

### PROPERTY INFORMATION

Site Area (Acres):	8.0500	Public Utilities:	Partially Available
Site Area (Sq.Ft.):	350,658	Electricity:	Yes
Zoning:	C-2	Water:	No
Utility:	Good	Sewer	No
Access	Average	Gas:	Yes
Frontage:	Good	Proposed Use:	N/A
Visibility:	Good	Maximum FAR:	N/A
Shape:	Rectangular	Potential Building Area:	N/A
Topography:	Level	Potential Units:	N/A

### SALE INFORMATION

Status:	Recorded Sale	OAR:	N/A
Deed Reference:	201601220003723	NOI:	N/A
Sale Date:	1/2016	Price per Sq.Ft.:	\$0.07
Sale Price:	\$24,000	Price per Acre:	\$2,981
Value Interest:	Fee Simple	Price per Potential Building Area:	N/A
Grantor	Dean O & Suzanne Minnick	Price per Potential Units:	N/A
Grantee:	Nabeel Abdy		
Financing:	Market Rate		
Condition of Sale:	Arm's Length		

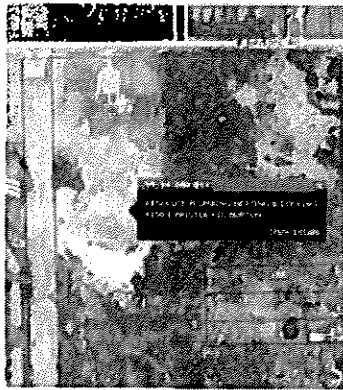
### VERIFICATION COMMENTS

Warranty Deed, Assessment Records, CoStar

### COMMENTS

Commercial-zoned parcel along the southeast corner of W Grand Blanc Road and Duffield Road in a residential area

## LAND SALE COMPARABLE 5



Property Name:	15 Acres of Land with a Small Building
Address:	4150 East Bristol Road
City State, Zip:	Burton MI 48519
Jurisdiction:	Genesee
MSA:	Flint
Submarket:	
Property Type:	Land
Property Subtype:	Commercial
Classification:	N/A
ID:	13004
Tax Number(s):	59-34-100-011

### PROPERTY INFORMATION

Site Area (Acres):	14.4300	Public Utilities:	Partially Available
Site Area (Sq Ft):	628,571	Electricity:	Yes
Zoning:	C-3	Water:	No
Utility:	Average	Sewer:	No
Access:	Average	Gas:	Yes
Frontage:	Average	Proposed Use:	N/A
Visibility:	N/A	Maximum FAR:	N/A
Shape:	N/A	Potential Building Area:	N/A
Topography:	N/A	Potential Units:	N/A

### SALE INFORMATION

Status:	Recorded Sale	OAR:	N/A
Deed Reference:		NOI:	N/A
Sale Date:	10/2015	Price per Sq Ft:	\$0.19
Sale Price:	\$120,000	Price per Acre:	\$8,316
Value Interest:	Fee Simple	Price per Potential Building Area:	N/A
Grantor:	4150 Bristol LLC	Price per Potential Units:	N/A
Grantee:	Associated Plumbing Heating and Cooling		
Financing:	Short-term L/C		
Condition of Sale:	Arm's Length		

### VERIFICATION COMMENTS

Assessment records, Realcomp MLS # 214075365

### COMMENTS

This commercially-zoned parcel has nearly 500 feet of Bristol Road frontage, and 1,440 square foot office/garage building situated at the front of the site. Most of the rear or south portion of the site is considered to be surplus land for the current improvements. The building is centered along the street (northern) site boundary. The building is comprised of a 440-square foot garage area and a 1,000-square foot basic office area. Water is available at the street but the property relies on a private well and a septic system. This has been marketed for sale on and off since 2011.

## Addendum C: Qualifications of the Appraiser



**Susan P. Shipman, MAI** Senior Director

Valuation & Advisory  
Michigan Office  
Cushman & Wakefield of Illinois, Inc  
38701 West Seven Mile Road, Suite 140  
Livonia, MI 48152  
Direct 248-358-6129

### **Professional Expertise**

Ms. Shipman, MAI, joined Cushman & Wakefield in 2019 and has been active in the real estate industry for over 25 years. Before joining Cushman & Wakefield she was a principal and treasurer for Terzo & Bologna. Prior to that, she was the owner and principal appraiser of Shipman & Associates, Director in the Real Estate Valuation & Advisory Services Group at Stout Risius Ross, and Director of Finance & Administration for Hobbs + Black Architects. She has also worked with the regional appraisal firms Oetzel Hanton & Williams and the Gerald Alcock Company.

Ms. Shipman's experience encompasses a variety of commercial, residential, and industrial engagements for numerous purposes including financing, estate and gift taxation, divorce proceedings, ad valorem taxation, condemnation, general litigation, financial reporting, purchase and sale advice, and insurance placement. She has appraised a wide range of property types including: apartments, office, senior housing, industrial, residential development, manufactured housing communities, retail self-storage, and special-purpose facilities. Her assignments have involved properties ranging in value from \$50,000 to \$120 million. Ms. Shipman also has vast experience in feasibility and market studies.

### **Memberships, Licenses, Professional Affiliations and Education**

- Designated Member, Appraisal Institute (MAI #47255). As of the current date, Susan Shipman, MAI has completed the requirements of the continuing education program of the Appraisal Institute
- Certified General Real Estate Appraiser Michigan – License #12003814
- Previously held the position of Chapter President on the Board of Directors for the Appraisal Institute Great Lakes Chapter
- Alumnus of the Appraisal Institute's Leadership Development & Advisory Council
- 2017 recipient of the Appraisal Institute Great Lakes Chapter's Distinguished Service Award
- Detroit Chapter of Commercial Real Estate Women (formerly, CREW Treasurer on the Board of Directors)
- Masters of Business Administration, University of Michigan
- Bachelor Fine Arts, Florida Atlantic University

### **Publications, Presentations, Speaker Engagements**

- Guest lecturer for the Institute for Professionals in Property Tax (IPT), the International Right-of-Way Association (RWA), the Turnaround Management Association (TMA), and the University of Michigan School of Business

RICK SNYDER  
GOVERNOR

N425907

STATE OF MICHIGAN  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
BUREAU OF PROFESSIONAL LICENSING

CERTIFIED GENERAL APPRAISER  
LICENSE

BRUCE ALAN DAUBNER

LICENSE NO.  
1201075335

EXPIRATION DATE  
07/31/2020

AUDIT NO  
3340789

THIS DOCUMENT IS DULY ISSUED  
UNDER THE LAWS OF THE STATE  
OF MICHIGAN



RESOLUTION NO.:

200260

PRESENTED:

JUN 22 2020

ADOPTED:

**RESOLUTION TO ENTER INTO PURCHASE AGREEMENT BETWEEN THE CITY OF FLINT AND CSX TRANSPORTATION, INC. TO BENEFIT THE GRAND TRAVERSE GREENWAY TRAIL PROJECT**

**BY THE MAYOR:**

**WHEREAS**, the City of Flint (the "City") desires to extend the regional trail network and trails connected to the Flint River Trail and, such desire has been cited as a priority in the City of Flint Parks & Recreation Departments Parks & Recreation Master Plan and the Imagine Flint Master Plan;

**WHEREAS**, the Grand Traverse Greenway Trail has been identified as a Top Priority Trail project for Genesee County and will become a non-motorized trail connection between the cities of Flint and Burton, with a future planned connection from Burton to Grand Blanc;

**WHEREAS**, the City entered into an agreement with the Michigan Department of Natural Resources ("MDNR") with respect to Michigan Natural Resources Trust Fund ("MNRTF") acquisition grant number TF08-075 for the acquisition of abandoned railroad property from CSX Transportation, Inc. ("CSX") in connection with the development of the Grand Traverse Greenway Trail Project ("GTGTP");

**WHEREAS**, the City has agreed to purchase four (4) parcels containing 47.26 acres, more or less, of real property located in the City of Flint, Genesee County, State of Michigan (the "Property"), for the development of the GTGTP in accordance with the terms and conditions set forth in the attached purchase agreement (the "Purchase Agreement");

**WHEREAS**, CSX desires to sell the Property to the City of Flint;

**WHEREAS**, the total purchase price for the Property shall be Five Hundred Twenty-Five Thousand and no/100 (\$525,000.00) Dollars (the "Purchase Price"). The Purchase Price is budgeted and funded from the following accounts:

Dept.	Name of Account	Account #	Grant #	Amount
DPD	Revenue	296-751.718-539.000	SMDNR10DRWY	\$521,505.25
DPD	Expense	296-751.718-971.000	SMDNR10DRWY	\$521,505.25
DPD	Expense	101-371.209-801.000	Available	\$3,494.75
DPD	Expense	101-371.209-971.000	(pending BA from 801.000)	\$3,494.75



**WHEREAS**, a deposit in the amount of Fifty-Two Thousand Five Hundred and no/100 (\$52,500.00) Dollars (the "Deposit") is required to be made by the City upon its execution of the Purchase Agreement;

**WHEREAS**, the City shall have a due diligence period of One Hundred Twenty (120) days from the execution of the Purchase Agreement to complete all of its inspections and investigations, including environmental reviews and to perform a baseline environmental assessment, of the Property;

**WHEREAS**, in the event that the City is not satisfied with the results of its investigations and inspections during the due diligence period, the City may terminate the Purchase Agreement by providing a notice of cancellation and request a refund of the Deposit;

**WHEREAS**, the Purchase Agreement provides, among other things, that the Parties will restrict the use of the Property by utilizing deed restrictions which: a) will limit the use of the Property to a recreational trail and ancillary uses; b) will limit the use of the groundwater underneath the Property; c) provides that CSX is not required to erect or maintain any fencing, railing or guard rails along any boundary lines between adjacent land(s) of CSX or its affiliates; d) will maintain the existing drainage on the Property in such a manner as not to impair the drainage of surface water from adjacent railroad operating property owned by CSX and not to redirect or increase the quantity or velocity of surface water runoff or any streams into CSX's drainage system or upon adjacent railroad operating property or other lands and facilities owned by CSX ; and e) will restrict the City from using the Property, or any portion thereof, for railroad freight service;

**WHEREAS**, subject to certain terms more fully described in the Purchase Agreement, CSX will reserve a number of easements, rights and interests associated with the Property, such as the mineral rights and exclusive perpetual utility easements, and these easements and other rights and interests will not be conveyed to the City with the Property. CSX will not provide copies to the City of any leases, licenses, easements, occupancies or limitations that are being retained by CSX. In the event that CSX or any third parties holding any such easements or other rights damage or disturb the railway, CSX or such third party is required to restore the railway to its former condition at its sole expense;

**WHEREAS**, the City is acquiring the Property subject to the terms and conditions of certain other existing leases, licenses, easements, occupancies and limitations which are identified in Exhibit D to the Purchase Agreement, and these specific leases, licenses, easements, occupancies and limitations will be conveyed by CSX to the City with the Property. CSX will provide the City copies, to the extent that such copies are within CSX's possession, of all leases, licenses, easements, occupancies and limitations that CSX is assigning to the City;

**WHEREAS**, the Purchase Agreement further provides that the City, to the extent permitted by law, will assume all risks associated with the environmental condition of the Property, regardless of the cause or date of origin of such condition; and will release all rights or claims against CSX relating to such condition or for any costs of remediation or cure of any environmental condition;

**WHEREAS**, the GTGTP will significantly enhance the revitalization of the Flint River system. The Flint River system and its watershed are vital resources to the City. The GTGTP will add miles of trails that will connect neighborhoods to the river and provide plenty of opportunities for children to play;

**WHEREAS**, the City's investment in the trailway is cited in the Master Plan as an important part of the strategy to link neighborhoods by non-motorized connections to parks, recreational facilities, the Flint River Trail, and Michigan's Iron Belle Trail and other regional trails;

**WHEREAS**, the provision of improved water quality and additional recreational opportunities will result in additional health benefits for residents. All residents deserve to have access to safe walking trails, places for kids to ride bicycles, and opportunities to enjoy a healthier river. By creating a healthier environment, the City will create a healthier place to live, which makes it easier for residents to live healthy lives;

**WHEREAS**, by caring for our natural resources, the City and Genesee County are being made a better place to live for residents and providing people across the state even more reasons to visit Flint, which increases the quality of life in Flint and attracts more businesses. Given the far reaching implications of this project, it would be in the City's best interests to expand the momentum of development from downtown Flint across the entire corridor along the river upstream and into the City's neighborhoods; and

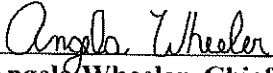
**WHEREAS**, Mayor Sheldon Neeley recommends entering into the Purchase Agreement between the City of Flint and CSX, in the form attached hereto.

**NOW, THEREFORE, BE IT RESOLVED** that the Flint City Council approves entering into the Purchase Agreement between the City of Flint and CSX with respect to the City's acquisition of four (4) parcels of real property consisting of 47.26 acres, more or less.

**FURTHER, BE IT RESOLVED**, Mayor Sheldon Neeley shall have the authority to execute the Purchase Agreement, together with such ancillary documents and such immaterial modifications to the Purchase Agreement as he shall deem necessary or advisable in order to effectuate these resolutions.

**FURTHER, BE IT RESOLVED**, that all lawful conduct and actions of the employees, contractors and/or agents of the City of Flint to effectuate this resolution are hereby ratified, adopted, affirmed and approved.

**APPROVED AS TO FORM:**

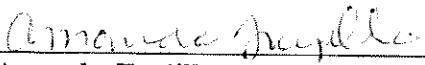
  
\_\_\_\_\_  
Angela Wheeler, Chief Legal Officer

**FOR THE CITY OF FLINT:**

\_\_\_\_\_  
Sheldon Neeley, Mayor



**APPROVED AS TO FINANCE:**

  
\_\_\_\_\_  
Amanda Trujillo, Acting Chief Financial Officer

**APPROVED BY CITY COUNCIL:**

\_\_\_\_\_  
Monica Galloway, City Council President



## CITY OF FLINT

### RESOLUTION STAFF REVIEW FORM

**TODAY'S DATE:** 6 / 5 / 2020

**BID/PROPOSAL#** N/A

**AGENDA ITEM TITLE:** Resolution to Enter into Purchase Agreement Between the City of Flint and CSX Transportation, Inc. to Benefit the Grand Traverse Greenway Trail Project

**PREPARED BY:** Kristin Stevenson, Planning & Development

**VENDOR NAME:** CSX Transportation, Inc. ("CSX")

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

The regional trail network and trails connected to the Flint River Trail has been cited as a priority in the City of Flint Parks & Recreation Department's Parks & Recreation Master Plan and the Imagine Flint Master Plan. In order to extend the regional trail network, the City secured funding from the Michigan Department of Natural Resources ("MDNR") through Michigan Natural Resources Trust Fund ("MNRTF") acquisition grant number TF08-075 for the acquisition of abandoned railroad property from CSX Transportation, Inc. ("CSX") in connection with the development of the Grand Traverse Greenway Trail Project ("GTGTP"). The acquisition of the property will allow for further advancement of the Grand Traverse Greenway Trail Project. The GTGTP works to provide: 1) more recreation, 2) health benefits, 3) economic development in and along the river.

**FINANCIAL IMPLICATIONS:** The purchase price for the property, consisting of 4 parcels and containing 47.26 acres, more or less, of real property located in the City of Flint, shall be \$525,000.00 from Michigan Department of Natural Resource grant funds. The grant was specifically written for this purpose and funds may only be used to invest in the GTGTP.

**BUDGETED EXPENDITURE?** YES ☒ NO ☐ IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
DPD	Revenue	296-751.718-539.000	SMDNR10GRWY	\$521,505.25
DPD	Expense	296-751.718-971.000	SMDNR10GRWY	\$521,505.25
DPD	Expense	101-371.209-801.000	Available in	\$3,494.75
DPD	Expense	101-371.209-971.000	(pending BA from 801.000)	\$3,494.75
<b>FY 20/21 GRAND TOTAL</b>				<b>\$525,000.00</b>

**PRE-ENCUMBERED?** YES ☐ NO ☒ **REQUISITION NO:** FY21



## CITY OF FLINT

ACCOUNTING APPROVAL: Carissa Nelson Date: 06/16/20

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☒  
(If yes, please indicate how many years for the contract) YEARS

WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: (This will depend on the term of the bid proposal)

BUDGET YEAR 1

BUDGET YEAR 2

BUDGET YEAR 3

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

STAFF RECOMMENDATION: (PLEASE SELECT): ☒ APPROVED ☐ NOT APPROVED

DEPARTMENT HEAD SIGNATURE: Suzanne Wilcox  
Suzanne Wilcox, Director



## CITY OF FLINT

SHELDON A. NEELEY  
Mayor

RESOLUTION NO.:

200261

PRESENTED:

JUN 22 2020

ADOPTED:

**RESOLUTION FOR THE CITY OF FLINT ("CITY") TO ACCEPT PAYMENT FROM THE GENESEE COUNTY CLERK - REGISTER OF DEEDS ("COUNTY"), FOR THE NOTARIZED AFFIDAVITS OF COMPLETED WORK FOR ADDRESSES INVOLVED IN THE FAST START PROGRAM, IN THE AMOUNT OF \$12,000**

**BY THE CITY ADMINISTRATOR:**

**WHEREAS**, in 2016, the City launched the FAST Start pipe replacement program to remove and replace lead and galvanized steel service lines to residential homes in the City of Flint; and

**WHEREAS**, on May 10, 2019 the County entered into a Memorandum of Understanding ("MOU") with the Michigan Department of Treasury, to support the necessary contract work to append the property records maintained by Genesee County information documenting the composition of water service line properties within the City of Flint; and

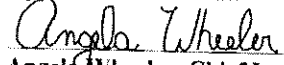
**WHEREAS**, under this MOU, the Michigan Department of Treasury will reimburse the County for payments made to relevant contractors up to \$50,000.00 from funds appropriated in PA 207 of 2018, Article XX, Sec. 118(6); and

**WHEREAS**, the county has developed the Genesee County Lead Pipe Software to create a record of City addresses serviced during the FAST Start pipe replacement program; and

**WHEREAS**, the City has entered an agreement to provide 5,000 notarized affidavits, obtained by Goyette Mechanical, the vendor that serviced the lines, to the County for indexing;

**IT IS RESOLVED** that the appropriate City officials are authorized to do all things necessary, to accept the funding for the stated purpose, from the Genesee County - Register of Deeds, in the amount of \$12,000.

Approved as to Form:


  
Angela Wheeler, Chief Legal Officer

Approved as to Finances:

  
Amanda Trujillo, Deputy Finance Director

  
Clyde Edwards, City Administrator

**CITY COUNCIL:**

  
Monica Galloway, Council President

RESOLUTION STAFF REVIEW

Date:

June 8, 2020

Agenda Item Title:

**RESOLUTION FOR THE CITY OF FLINT ("CITY") TO ACCEPT PAYMENT FROM THE GENESEE COUNTY CLERK - REGISTER OF DEEDS ("COUNTY"), FOR THE NOTARIZED AFFIDAVITS OF COMPLETED WORK FOR ADDRESSES INVOLVED IN THE FAST START PROGRAM, IN THE AMOUNT OF \$12,000**

Prepared By:

Mayor's Office

Background/Summary of Proposed Action:

The county shall perform the following services:

1. Provide an index of notarized affidavits for the first 5,000 City of Flint addresses that received replacement of lead and galvanized steel service lines as part of the FAST Start pipe replacement program.
2. Each notarized affidavit will certify that the referenced address has complete copper water service lines and that all pre-existing, non-copper, service line material, has been removed.

The City shall perform the following services:

1. Provide 5,000 notarized affidavits for City of Flint addresses that received replacement of lead and galvanized steel service lines as part of the FAST Start pipe replacement program.
2. The affidavits provided by the City will comply with the template provided in Exhibit C of the contract between the County and the City.

Subject to providing the services as outlined above, the City will be paid ten-thousand dollars (\$12,000.00) upon providing 5,000 notarized affidavits to the County for indexing.

Financial Implications:

The \$12,000 will be added to the Mayor's Office budget, Professional Services Line *101-171.100-801.000*.

Budgeted Expenditure: Yes ☐ No ☒

Please explain, if no: The Mayor's Budget will be adjusted for the additional funds.

Pre-encumbered: Yes ☐ No ☒

Requisition #: NA

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

Staff Recommendation: Staff recommends approval of this resolution.

APPROVAL



## **Genesee County and City of Flint Lead Pipe Annotation Program Agreement**

This Agreement ("Agreement") between the City of Flint, a Michigan municipal corporation, 1101 S. Saginaw Street, Flint, MI 48502 ("City") and Genesee County Clerk-Register of Deeds ("County") describes the mutual benefits and obligations and City and County hereby enter into this Agreement and agree to the following:

### **I. RECITALS**

- a. In 2016, the City of Flint launched the FAST Start pipe replacement program to remove and replace lead and galvanized steel service lines to residential homes in the City of Flint.
- b. On May 10, 2019, the Genesee County Clerk-Register of Deeds entered into a Memorandum of Understanding with the Michigan Department of Treasury, attached as **Exhibit A**, to support the necessary contract work to append the property records maintained by Genesee County information documenting the composition of water service line properties within the City of Flint. Under this Memorandum of Understanding, the Michigan Department of Treasury will reimburse the County for payments made to relevant contractors up to \$50,000.00 from funds appropriated in PA 207 of 2018, Article XX, Sec. 118(6) in Accounting Template 271T45625 as referenced in **Exhibit B**.
- c. The Genesee County Clerk/Register Office has developed the Genesee County Lead Pipe Software to create a record of City of Flint addresses serviced during the FAST Start pipe replacement program.

### **II. TERMS**

- a. **Term:** This Agreement shall commence on February 3, 2020 until February 3, 2021.
- b. **Scope of Services:**
  - i. County shall perform the following services:
    1. Provide an index of notarized affidavits for the first 5,000 City of Flint addresses that received replacement of lead and galvanized



steel service lines as part of the FAST Start pipe replacement program.

2. Each notarized affidavit will certify that the referenced address has complete copper water service lines and that all pre-existing non copper service line material has been removed.

ii. City shall perform the following services:

1. Provide 5,000 notarized affidavits for City of Flint address that received replacement of lead and galvanized steel service lines as part of the FAST Start pipe replacement program.
2. The Affidavits provided by the City will comply with the template attached as **Exhibit C**.

c. **Compensation:**

- i. Subject to providing, the services as outline above, the City will be paid twelve-thousand dollars (\$12,000.00) upon providing 5,000 notarized affidavits to the County for indexing.

d. **Expenses:** The County is responsible for all expenses.

e. **Termination:** The County may terminate this Agreement by giving fourteen (14) days written notice to the City. The City, by its City Administrator, may terminate this Agreement at any time and for any reason. Should the City terminate this Agreement, the City shall be financially obligated to County for documented, unpaid work performed prior to the City's notification.

f. **Confidentiality:** County agrees that any information or records provided to County by the City, its officials, or employees, shall remain the property of the City and shall not be disclosed to third parties without the prior written consent of the City unless required by law. This paragraph shall survive the expiration or termination of this Agreement in perpetuity.

g. **Records Property of the City:** All documents, information, reports and the like prepared or generated by City as a result of this contract shall become the sole property of the City of Flint.

h. **Governing Law:** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan.

- i. **Ethics:** Pursuant to the Flint City Charter Section 1-602 (I) entitled Notice, every public servant, volunteer and city, contractor is to receive training and be provided with a copy of these ethical standards upon passage of this Charter or at the time of appointment and or hire or the commencement of services. Therefore, the contractor acknowledges receipt of Flint City Charter Section 1-602 and agrees that contractor and its staff shall abide by the terms and participate in any training provided by the City/or update orientation as may be necessary from time to time. Public servants are 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. In accordance with Flint City Charter Section 1-602.
- j. **Severability:** The invalidity of any portion of this Agreement shall not invalidate the remainder of this Agreement, unless the elimination of the invalid portions shall substantially defeat the intent and purposes of the parties.
- k. **Non-Assignment:** This Agreement is personal to each of the parties and neither party may assign or delegate any of its rights or obligations under this Agreement without first obtaining the other's written consent.
- l. **No Third-Party Beneficiary:** No contractor, subcontractor, mechanic, materialman, laborer, vendor, or other person dealing with the principal County shall be, nor shall any of them be deemed to be third-party beneficiaries of this agreement, but each such person shall be deemed to have agreed (a) that they shall look to the principal County as their sole source of recovery if not paid and (b) except as otherwise agreed to by the principal County and any such person in writing, they may not enter any claim or bring any such action against the City under any circumstances. Except as provided by law, or as otherwise agreed to in writing between the City and such person, each such person shall be deemed to have waived in writing all rights to seek redress from the City under any circumstances whatsoever.
- m. **Time of Performance:** City's services shall commence immediately upon receipt of the notice to proceed and shall be carried out forthwith and without reasonable

delay. City and County agree that the schedule for completing the work plans detailed in the "Scope of Services" will be determined mutually by the City Administrator and the County.

- n. **Waiver:** Failure of the City 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.
- o. **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.
- p. **Integration:** This Agreement contains all of the terms and conditions of the agreement between the Parties. No amendments or modification to this Agreement will be valid unless in writing and signed by both parties. The Agreement shall be binding on the parties, their legal representatives, successors, and assigns. This Agreement abrogates and takes the place of all prior agreements or understandings that may have been made by the parties.
- q. **Arbitration:** County agrees that for all claims, disputes, and other matters arising out of or relating to this Agreement, County must provide Notice of the claim and 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.
  - i. Notice of a request for arbitration must be submitted in writing by certified mail or personal service upon the City Attorney.
  - ii. 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 a court of

competent jurisdiction within the State of Michigan. If the City does consent, the 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.

- iii. The costs of arbitration shall be split and borne equally between the parties and such costs are not subject to shifting by the arbitrator.
- iv. The arbitrators shall have no power to add, subtract, or alter the terms of this Agreement.
- v. County's failure to comply with any portion (including timeliness) of this provision shall be deemed a permanent waiver and forfeiture of the claim, dispute, or question.
- r. **Whole Agreement:** This written agreement and any 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 on following page)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Clyde Edwards, City Administrator

\_\_\_\_\_  
Amanda Trujillo, Acting Finance Director

DocuSigned by:

*Martin Cousineau*

136677440183474

\_\_\_\_\_  
Genesee County, a Michigan Municipal Corporation  
Martin Cousineau, Board Chair



TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Clerk/Register to authorize a contract between the City of Flint and Genesee County, whereby the City of Flint will prepare and provide 5,000 notarized affidavits, to be filed in the office of the Register of Deeds, for the purpose of creating an enduring record of the maintenance of lead water lines within the city of Flint, at a cost not to exceed \$12,000.00 to be paid from account 231.00.00.23643.46205.000, with no General Fund appropriation being necessary, is approved (a copy of the memorandum request dated April 30, 2020, and supporting documents being on file with the official records of May 13, 2020 meeting of this Board of Commissioners), and the Chairperson of this Board is authorized to execute any necessary documents on behalf of Genesee County.

**RESOLUTION REVIEW FORM**

FROM: DOH/Mayor's Office  
Division

DATE June 8, 2020  
NO.

Law Office Login #

20-1078

**RESOLUTION FOR THE CITY OF FLINT ("CITY") TO ACCEPT PAYMENT FROM THE GENESEE COUNTY CLERK - REGISTER OF DEEDS ("COUNTY"), FOR THE NOTARIZED AFFIDAVITS OF COMPLETED WORK FOR ADDRESSES INVOLVED IN THE FAST START PROGRAM, IN THE AMOUNT OF \$12,000 RECOVERY TECHNICAL ASSISTANCE GRANT (2016-00651) IN THE AMOUNT OF \$550,000 FOR FY20**

RESOLUTION NAME:

Date in: 6/8/2020

**1. RESOLUTION REVIEW - Chief of Staff**

The attached RESOLUTION is approved by a Chief of Staff in the Division. By signing, the Chief of Staff approves this resolution to be processed for signatures.

By: Brian Larkin

DATE: 6/8/2020  
(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.

By: Angela Wheeler  
Chief Legal Officer

DATE: 6/9/2020  
(Date)

DATE:

6/9/2020

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.

(Date)

By: Amanda Trujillo  
Deputy Finance Director

DATE:

6/10/20

RESOLUTION NO.: **200262**  
PRESENTED: 6-22-20  
ADOPTED: \_\_\_\_\_

**RESOLUTION AUTHORIZING THE, DPW - WATER POLLUTION CONTROL  
TO TERMINATE THE GAS TRANSPORTATION AND STORAGE AGREEMENT  
WITH CONSUMERS ENERGY**

**BY THE CITY ADMINISTRATION:**

Since 1990, City Council has approved Gas Transportation and Storage Agreements with Consumers Energy to support the Water Pollution Control Facilities purchase of natural gas on the open market at a significant cost savings.

The Department of Public Works, Water Pollution Control has since then reduced the consumption of natural gas usage by permanently decommissioning their incinerators. Additionally, the cost of natural gas has declined greatly.

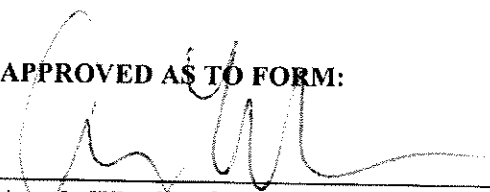
The current natural gas consumption projections support termination of the Transportation and Storage Agreement. Consumers Energy has proposed a Sales Rate Program Agreement which will no longer require the City to obtain natural gas on the open spot market.

Water Pollution Control has included funding for the cost of natural gas in the FY 20-21 budget.

**IT IS RESOLVED**, that the appropriate City Officials are hereby authorized to do all things necessary to terminate the Gas Transportation and Storage Agreement with the intent to enter into the Sales Rate Program between the City of Flint and Consumers Energy.

**BE IT FURTHER RESOLVED**, that the Department of Public Works Director and Water Pollution Control Manager be designated as the authorized representatives for all activities associated with intent to return DPW-WPC, address G-4652 Beecher Road, Flint, Michigan to the Sales Rate Program.

**APPROVED AS TO FORM:**

  
Angela Wheeler, Chief Legal Officer

**APPROVED AS TO FINANCE:**

  
Amanda Trujillo, Interim Finance Director

**FOR THE CITY OF FLINT:**

  
Clyde Edwards, City Administrator

**APPROVED BY CITY COUNCIL:**

\_\_\_\_\_  
Monica Galloway, City Council President



## RESOLUTION STAFF REVIEW

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May 14, 2020

**Agenda Item Title:** Termination of the Natural Gas Transportation Agreement with Consumers Energy with the intent to enter into the Sales Rate Program for WPC

**Prepared By:** Krystal Wallace

**Background/Summary of Proposed Action:**

The Department of Public Works - Water Pollution Control seeks to terminate their current natural gas transportation agreement with Consumers Energy. The City originally entered into this agreement due to the high volume of gas consumption by the main Water Pollution Control Facility. Since that time WPC has decommissioned their incinerators, upgraded their HVAC systems, and completed several energy savings projects. These projects resulted in a 75% reduction of natural gas consumption at the main facility. Additional savings have also been realized due to the reduction of natural gas prices on the open wholesale market. These factors combined along with the difficulty of obtaining a Natural Gas Supplier on the Spot (Wholesale) Market that will sell small increments of natural gas to the City is the basis for this request. Additionally, once the gas transportation agreement is terminated the City will be allowed to enroll in a Sales Rate Program Agreement which will no longer require the City to obtain natural gas on the open spot market.

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

Failure to obtain a natural gas supplier will result in an unauthorized use charge (tariff) of \$30.00 per MCF of natural gas consumed during the billing period, in addition to the actual cost of the gas. The average monthly consumption for the facility is @2100 MCF. The exact costs cannot be predicted, due to the volatility of market conditions. Termination of the Consumers Energy Natural Gas Transportation and Storage and approving the proposed Sales Rate Program Agreement will reduce the City's possibility of an unauthorized use tariff. There is a 12-month waiting period from date the Termination Agreement is approved to the date of approval to enroll in the Sales Rate Program Agreement. The City will be responsible for securing a natural gas supplier for the 12-month waiting period.

**Budgeted Expenditure?** Yes ☒ No ☐ Please explain if no:

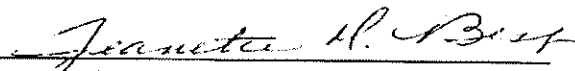
**Account No.:** 590-550.100-920.200

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

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

**Staff Recommendation:** Approve

**Staff Person**

  
Jeanette M. Best, WPC Manager

**AMENDMENT TO GAS TRANSPORTATION AGREEMENT**

Date: February 3, 2015

Amendment No. 1

CONSUMERS ENERGY COMPANY  
a Michigan Corporation  
One Energy Plaza  
Jackson, Michigan 49201-2276

CITY OF FLINT  
1101 South Saginaw Street  
Flint, Michigan 48502

(Herein called "Consumers")

(Herein called "Customer")

Date of Gas Transportation Agreement: June 5, 2006

Effective February 1, 2015, the above Gas Transportation Agreement between Consumers and Customer is amended as follows:

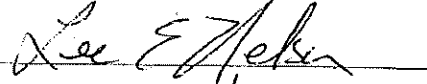
1. In Part I, Section 4 (ACQ), change "92,180 MMBtu" to "119,400 MMBtu."
2. In Part I, Section 6 (MDQ), change "350 MMBtu" to "515 MMBtu."
3. In Part I, Section 11, This Agreement may be executed and delivered in counterparts, including by facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.
4. Exhibit A. Identification of Plant Locations and Rates, is replaced by Exhibit A Identification of Plant Locations and Rates, Revision 1, attached hereto: To update ACQ for Water Pollution Control Facility located at 4652 Beecher Road, Flint, Michigan, Account #1000-0000-4430.

All other terms and provisions of said Gas Transportation Agreement as amended by previous amendments, if any, remain unchanged and said Agreement remains in full force and effect.

CONSUMERS ENERGY COMPANY

CITY OF FLINT

By



By



Lee E Nelson

Gerald Ambrose,  
(Print or Type Name)

(Print or Type Name)

Title

Director, West Corp Accts

Title

Emergency Manager

**EXHIBIT A**

## IDENTIFICATION OF PLANTS' LOCATIONS AND RATES

<u>Plant Name/ Address/ Account No</u>	<u>Annual Contract Quantity (MMBtu)</u>	<u>Designated Rate and Rate Code</u>	<u>Type of Account*</u>	<u>Alternate Fuel Type and Percentage</u>	<u>"Authorized Gas" Rate</u>
City of Flint Water Pollution Control Facility 4652 Beecher Road Flint, MI 48532 # 1000-0000-4430	119,400	CB-LT 3503	M		GS3 287

**TOTAL** **119,400**

\*M - Master Account, C - Contiguous Account, A - Aggregated Account

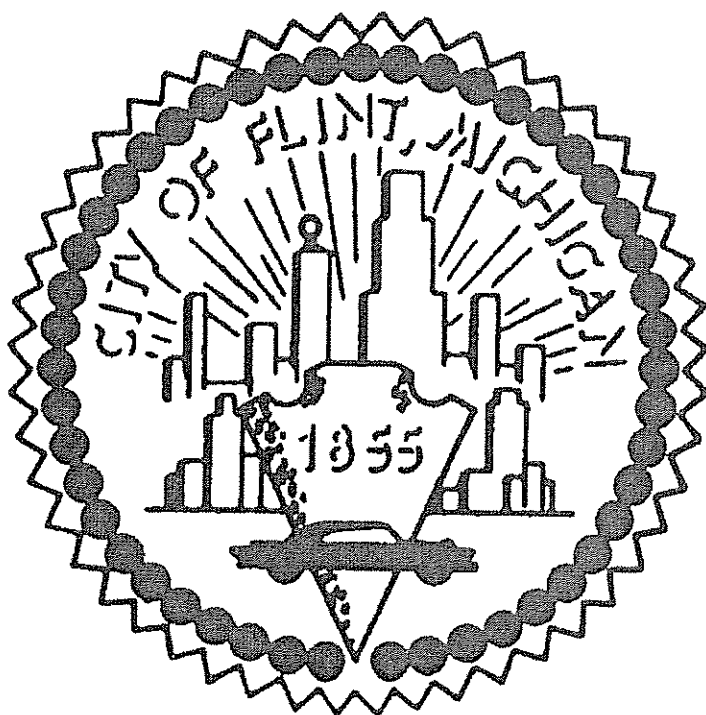
**WPC- Natural Gas Storage  
and Transportation**

**CONTRACT 03-155**

**CONSUMERS ENERGY**

# **CITY OF FLINT**

## **MICHIGAN**



Contract 3-155

(Purchasing No. 30000202)

SEP 03 2003

PRESENTED: SEP 03 2003  
ADOPTED:  
Submission #: O3EFM 0608

BY THE EMERGENCY FINANCIAL MANAGER

RESOLUTION

Since 1990, City Council has approved Gas Transportation and Storage Agreements with Consumers Energy, 212 West Michigan Ave., Jackson, Michigan to support the Water Pollution Control Facilities purchase of natural gas on the open market at a significant cost savings. The contract must be renewed September 1, annually, and

Consumers Energy has proposed a renewal contract similar to last year's, with the same terms and conditions, and a slight increase in storage price from \$0.0345/million btu to \$0.0360/million btu. This will result in an annual cost increase of about \$444. Water Pollution Control has included the costs for gas storage and transportation in the operations and maintenance budget line item for gas. Funding for said services will come from account 590-2495-56900-920200.

The Proper City Officials, upon the Emergency Financial Manager's approval, are hereby authorized to enter into a contract with Consumers Energy for Gas Transportation and Storage Agreement and to provide for the same transportation rates and the lease renewal for 53,825 MMBTU of non-interruptible storage volume at \$0.0360/million btu. (Sewer Fund)

Approved-Purchasing Department

  
Derrick F. Jones

Approved as to Funds

  
Peter M. Dobrzeniecki

Approved - Contract Compliance

  
Derrick F. Jones

Approved as to Form

  
Karen L. Folks

Approved as to Budget

  
Melanie D. Purcell

082703 - KRN

DIRECTED TO:

ENACT ☒ REFER TO COUNCIL ☐ FAIL ☐  
 DATED: 9-9-03  
Edward J. Kurtz  
Emergency Financial Manager



## **GAS STORAGE AGREEMENT PART I**

Date of Agreement: August 8, 2003

**CONSUMERS ENERGY COMPANY**  
a Michigan Corporation  
212 West Michigan Avenue  
Jackson, Michigan 49201-2277

**CITY OF FLINT**  
a Municipal corporation  
1101 South Saginaw Street  
Flint, Michigan 48502

(Herein Called "Consumers")

(Herein Called "Customer")

In consideration of the mutual commitments contained herein, Consumers and Customer agree as follows:

1. This Agreement shall be effective: September 1, 2003
2. Date of Gas Transportation Agreement: August 26, 1996
3. Consumers shall provide the Customer gas storage service in accordance with the terms of this Agreement. This Agreement consists of this Part I, Part II, Terms and Conditions of Gas Storage Service, attached hereto and made a part hereof, and Contract Storage Service Rate CS, attached hereto as Attachment A and made a part hereof. Attachment A is subject to modification by the Michigan Public Service Commission.
4. Maximum quantity of gas to be stored hereunder at any time is 53,825 MMBtu.
5. Maximum quantity of gas to be injected into storage in any calendar month is 53,825 MMBtu.
6. Maximum quantity of gas to be withdrawn from storage in any calendar month is 53,825 MMBtu.
7. The primary term will continue through August 31, 2004
8. Date of existing Gas Storage Agreement which is being terminated: June 27, 2002

9. Customer's address(es) for notices referred to in Part II, Terms and Conditions of Gas Storage Service, Section 10, Notices:

Billing:

City of Flint  
PO Box 1900  
Flint, Michigan 48502

All Other Notices:

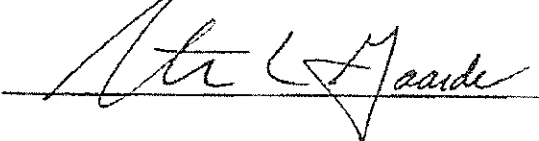
City of Flint  
Water Pollution Control Facility  
Attn: WPC Supervisor  
G4652 Beecher Road  
Flint, Michigan  
Phone: (810) 766-7210  
Fax: (810) 230-3154

Inez Brown  
City Clerk  
1101 South Saginaw Street  
Flint, Michigan 48502  
Phone: (313) 766-7413

CUSTOMER ACKNOWLEDGES THAT IT HAS RECEIVED THE ATTACHED TERMS AND CONDITIONS REFERRED TO IN SECTION 3 ABOVE.

CONSUMERS ENERGY COMPANY

By: \_\_\_\_\_



Steven L. Gaarde  
(Print or Type Name)

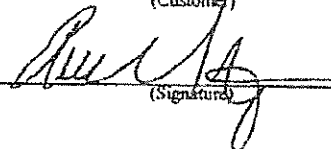
Title: \_\_\_\_\_

Director of Pricing and  
Rate Admin.

CITY OF FLINT

(Customer)

By: \_\_\_\_\_



Edward Kurtz

(Print or Type Name)

Title: Emergency Financial Manager

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be executed on its behalf by its respective officers, duly authorized.

WITNESSES,

THE CITY OF FLINT, A Municipal Corporation,

\_\_\_\_\_

Karen Folks

James W. Rutherford

James W. Rutherford, Mayor

Inez M. Brown

Inez M. Brown, City Clerk

APPROVED AS TO FORM:

Karen Folks

Karen Folks  
Provisional Chief Legal Officer

APPROVED AS TO FUNDS:

Peter Dobrzeniecki

Peter Dobrzeniecki, Finance Director

Melanie Purcell

Melanie Purcell, Budget Director

APPROVED AS TO AFFIRMATIVE ACTION:

Derrick Jones

Derrick Jones, Purchasing Agent  
Contract Compliance Officer



## GAS STORAGE AGREEMENT PART II

### TERMS AND CONDITIONS OF GAS STORAGE SERVICE

#### 1. DEFINITIONS

As used in this Agreement, the following terms have the following meanings:

- (1) **Allowance for Use and Loss** - See Section F1.1(b) of Gas Rate Schedule
- (2) **Annual Contract Quantity (ACQ)** - See Section F1.1(c) of Gas Rate Schedule
- (3) **Authorized Tolerance Level** - See Section F1.1(d) of Gas Rate Schedule
- (4) **Cubic Foot of Gas** - See Section F1.1(e) of Gas Rate Schedule
- (5) **Day** - See Section F1.1(f) of Gas Rate Schedule
- (6) **Gas** - See Section F1.1(h) of Gas Rate Schedule
- (7) **Gas Rate Schedule** - The Company's Schedule of Rates Governing the Sale of Natural Gas Service as approved by the Michigan Public Service Commission
- (8) **Gas Transportation Agreement** - The Gas Transportation Agreement between Consumers and Customer identified in Part I
- (9) **Maximum Daily Quantity (MDQ)** - The MDQ specified in Part I of the Gas Transportation Agreement pursuant to Section F1.1(k) of Gas Rate Schedule
- (10) **MMBtu** - See Section F1.1(l) of Gas Rate Schedule
- (11) **Month** - See Section F1.1(m) of Gas Rate Schedule
- (12) **System Supply Gas** - Gas procured by Consumers for sale to its customers
- (13) **Total Heating Value Per Cubic Foot** - See Section F1.1(o) of Gas Rate Schedule

#### 2. STORAGE QUANTITIES

Customer may deliver and withdraw gas from storage in daily quantities that are not in excess of the MDQ; provided, however, if requested by the Customer, Consumers may, if it determines that conditions on its system permit, accept gas for storage in excess of the MDQ.

Gas delivered to Consumers under the Gas Transportation Agreement in excess of the Authorized Tolerance Level shall be stored by Consumers pursuant to this Agreement subject to the limitations stated herein.

The gross quantity of gas delivered to Consumers for storage under this Agreement during each month shall be calculated as follows:

$$SG_D = D - C - AT_c$$

$SG_D$  = The gross quantity of gas delivered to Consumers during the month for storage. If  $SG_D$  is a negative number, it will equal net withdrawals from storage; provided, net withdrawals shall never exceed the quantity of gas in storage at the beginning of the month.

- D = Net quantity of gas delivered to Consumers under the Gas Transportation Agreement during the month for which the calculation is being made. Net quantity equals total deliveries minus quantities Consumers will retain under the Gas Transportation Agreement.
- C = Total deliveries by Consumers to the Customer under the Gas Transportation Agreement (excluding any System Supply Gas) during the month for which the calculation is being made.
- AT<sub>c</sub> = The net change, between the beginning and end of the month for which the calculation is being made, in the quantity of gas Customer is maintaining in Consumers system under the Gas Transportation Agreement pursuant to the applicable Authorized Tolerance Level during the month for which the calculation is being made.

The Customer shall not use gas from the Authorized Tolerance quantities being held by Consumers under the Gas Transportation Agreement while there is gas in storage under this Agreement except to the extent the Customer is prevented from withdrawing gas from storage by an event or occurrence by Subsection A of Section 7, Force Majeure.

If SG<sub>D</sub> is greater than zero, the net quantity of gas injected for storage pursuant to the Agreement during the month will be the gross quantity of gas delivered to Consumers for storage (SG<sub>D</sub>) minus two percent of SG<sub>D</sub> which will be retained by Consumers for compressor fuel.

Total gas in storage at the end of the month will equal the total gas in storage at the beginning of such month plus the net quantity of gas injected for storage during such month or minus the net withdrawals from storage (see definition of SG<sub>D</sub> above), whichever is applicable, but in no event less than zero.

### 3. CHARGES

A monthly administration charge of \$200.00 per account per month will be charged to Customer. A storage charge of \$0.0360 per MMBtu/month will be charged to Customer on the net volumes of gas remaining in storage each month.

If the quantity of gas in storage at the end of any month exceeds the maximum quantity stated in Part I which Customer is permitted to store hereunder, the Customer shall pay an additional charge of \$0.25 per MMBtu/month for all excess gas in storage.

For gas remaining in storage after termination of Customer's right to put additional gas into storage hereunder, Customer will, in lieu of the above storage charges, be assessed a holdover charge of \$0.25 per MMBtu/month until it is removed.

### 4. PAYMENT

Each month, Consumers will endeavor to render a bill to the Customer for service during the prior calendar month. Payment shall be due 21 days from the date of mailing of said bill. A late payment charge will be assessed in accordance with Section F, Transportation Service, of the Gas Rate Schedule on any bill not paid when due provided that the late payment charge shall not exceed the maximum rate permitted by law.

### 5. TERM

This Agreement shall be effective on the effective date stated in Part I and shall remain in effect for a primary term ending on the date stated in Part I. All gas stored under this Agreement must be removed from storage by the end of the primary term ending on the date stated in Part I.

Notwithstanding the foregoing, Customer's right to put additional gas into storage shall terminate if the Gas Transportation Agreement terminates.

### 6. DELIVERY OF GAS

All gas to be stored hereunder will be delivered to Consumers in accordance with the Gas Transportation Agreement.

## 7. FORCE MAJEURE

- A. The provisions of the Gas Rate Schedule excusing Consumers performance in the event of interruptions in service, variations in the pressure, variations in the service characteristics or other causes beyond Consumers reasonable control (currently Rule B2.1, Character of Service) shall apply to all service provided by Consumers under this Agreement.
- B. The term "Force Majeure" as used in this section shall mean any act, omission or circumstance occasioned by or as a consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind enumerated or otherwise, beyond the reasonable control of the Customer.
- C. Except as provided below in this section, the Customer shall not be considered in default or be liable for any failure in performing its duties and obligations hereunder to the extent and for so long as such duties and obligations are prevented from being performed by Force Majeure. The Customer shall give notice and full particulars of such Force Majeure in writing to Consumers as soon as practicable after the occurrence of the cause relied upon. Failure to give such notice shall constitute waiver of the right to the benefits of this Subsection C. Such Force Majeure affecting the performance hereunder by Customer, however, shall not relieve it of liability in the event of its failure to use due diligence to remedy the situation and to remove the Force Majeure in an adequate manner and with all reasonable dispatch, nor shall such Force Majeure relieve Customer from its obligations to make payments of amounts when due hereunder.

## 8. SUCCESSORS AND ASSIGNS

Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. Unauthorized assignments shall be void. Any such assignment shall not release the assigning party from any of its obligations under this Agreement. Nothing herein contained shall prevent or restrict either party from pledging, granting a security interest in, or assigning as collateral all or any portion of such party's interest in this Agreement to secure any debt or obligation of such party under any mortgage, deed of trust, security agreement or similar instrument.

## 9. NOTICES

All notices, bills and payments shall be addressed to Consumers at the applicable address stated below, or to Customer at the applicable address stated in Part I.

### For Payments:

Consumers Energy Company  
Addressed in accordance  
with the instructions set  
forth on the invoice.

### For Nomination and All Other Notices:

Consumers Energy Company  
Attn: Gas Transportation Services Dept  
Room P11-433  
1945 W Parnall Road  
Jackson MI 49201

Any nomination changes by Customer or its agent shall be made by telephoning Consumers' Gas Transportation Services Department at (517) 788-2491 or (517) 788-5808.

The addresses and phone numbers of either party may be changed by the addressee giving at least thirty (30) days' written notice to the other party.

**10. APPLICABLE LAW**

This Agreement will be construed in accordance with the laws of the State of Michigan and shall be subject to all valid laws of the United States and the State of Michigan, and to the applicable valid orders, rules and regulations of duly constituted governmental authorities having jurisdiction.

**11. TERMINATION OF PRIOR AGREEMENTS AND ENTIRE AGREEMENT**

Any existing Gas Storage Agreement(s) designed in Part I as being terminated is terminated as of the effective date of this Agreement. As of the effective date of this Agreement, all gas in storage pursuant to said terminated agreement(s) shall be covered by this Agreement.

With respect of the subject matter hereof, this Agreement supersedes all previous agreements, representations, understandings and negotiations, either written or oral, and constitutes the entire Agreement between the parties hereto.

**CONTRACT STORAGE SERVICE RATE CS**

**Availability**

Subject to any restrictions, this rate is available to any customer desiring storage service provided the Company has determined that it has sufficient available and uncommitted storage capacity to perform the service requested.

Delivery of gas into or out of storage may be subject to interruption at the sole discretion of the Company.

A customer requesting service on this rate shall make written application for such service on a form provided by the Company. A storage agreement shall also be required.

**Monthly Rate**

**Administrative Fee**

\$200 per account per month, plus

**Storage Charge**

\$0.20 per Mcf to \$1.50 per Mcf, as negotiated.

**Unauthorized Gas Usage Charge**

The Company is authorized to charge storage customers for deliveries to, or redeliveries from, storage in excess of the maximum volumes set forth in the storage agreement. The penalty rates shall not exceed the sum of \$6.00 per Mcf plus the currently effective Gas Cost Recovery Factor.

**Fuel Used for Injection**

All volumes placed in storage shall be subject to a 2.0 percent gas-in-kind for fuel used for injection.

**Due Date and Late Payment Charge**

The due date of the customer's bill shall be not more than 21 days from the date of mailing. A late payment charge of 2% of the unpaid balance outstanding, net of taxes, shall be assessed to any bill which is not paid in full on or before the due date shown thereon.

**General Terms and Conditions**

This rate is subject to all general terms and conditions shown on Sheet No. E-1.00 of the Company's Gas Rate Schedule.

**Term and Form of Contract**

All service under this rate shall require a written contract which must be approved by an officer of the Company or a duly authorized agent before it shall be binding upon the Company.

Issued April 1, 1998 by  
P. A. Elbert,  
President and Chief Executive Officer - Gas,  
Jackson, Michigan

Form 858 5-99

Effective for service rendered on  
and after April 1, 1998

Issued under authority of the  
Michigan Public Service Commission  
dated March 24, 1998  
in Case No. U-11645

Please contact Krystal Wallace at extension 3621 once signed or if there are any questions.

### RESOLUTION REVIEW FORM

FROM: DPW - WATER POLLUTION CONTROL

Department

Law Office Login #

RESOLUTION NAME:

*Consumers Energy Resolution Terminate the Natural Gas Storage and Transportation with the intent to enter into the Sales Rate Program*

#### RESOLUTION REVIEW - LEGAL

Date In:

5/19/2020

Date Out:

5/19/2020

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

By: Angela Wheeler

*[Signature]*  
Chief Legal Officer

#### RESOLUTION REVIEW - FINANCE

Date In:

6/15/2020

Date Out:

6/16/20

The attached RESOLUTION is submitted to the Finance Department for Approval as to **FUNDING/FINANCE ONLY:**

By: Amada Trujillo

*[Signature]*  
Interim Financial Director

**THIS RESOLUTION MAY NOW GO TO THE CITY ADMINISTRATION FOR SIGNATURE AND APPROVAL**



RESOLUTION NO.: 200263

PRESENTED: JUN 22 2020

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

**RESOLUTION TO APPROVE PERMANENT EASEMENT FOR THE WALKING  
PATH AT HURLEY MEDICAL CENTER TO HONOR ALISA STEWART**

**BY THE CITY ADMINISTRATOR:**

WHEREAS, The City desires to dedicate an easement and walking path. The purpose of the easement and walking path is to honor Alisa Stewart, a Hurley employee who was killed in a car accident.

WHEREAS, Hurley Medical Center assumes responsibility for construction of and maintenance for the walking path. Hurley Medical Center will also insure it as well as assume full liability. The City of Flint will be able to terminate the easement at any time and Hurley will not have any assigning rights. Below is the legal description.

MCFARLAN & CO'S WESTERN ADDITION. THAT PART OF LOT 8 AND SLY 44 FT OF LOT 6 LYING SLY OF FOLL DESC LINE: BEG AT A PT ON ELY LINE OF SD LOT 8, 29 FT NWLY FROM SELY COR OF SD LOT; TH WLY TO A PT ON NLY LINE OF SD LOT, 42 FT SWLY FROM NELY COR OF SD LOT; TH WLY TO P.O.E. ON ELY LINE OF PATRICK ST., 22 FT NWLY FROM NWLY COR OF SD LOT 6; ALSO THAT PART OF NLY 19 FT OF LOT 10 LYING NLY OF FOLL DESC LINE: BEG AT SELY COR OF SD LOT 10; TH WLY TO P.O.E. ON NLY LINE OF SD LOT, 40 FT NELY FROM NWLY COR OF SD LOT. BLK 34.

**IT IS RESOLVED** that the City Administrator is hereby authorized to do all this necessary to enter into this Easement and Walking Path with Hurley Medical Center.

**APPROVED AS TO FORM:**

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

**FOR THE CITY OF FLINT:**

  
\_\_\_\_\_  
Clyde Edwards, City Administrator

**APPROVED AS TO FINANCE:**

\_\_\_\_\_  
Amanda Trujillo, Acting Finance Director

**APPROVED BY CITY COUNCIL:**

\_\_\_\_\_  
Monica Galloway, City Council President



## **RESOLUTION STAFF REVIEW**

June \_\_, 2020

### **Agenda Item Title:**

Resolution to Approve Permanent Easement for Walking Path at Hurley Medical Center to Honor Alisa Stewart

### **Submitted By:**

Victoria Cooper Legal Department

### **Summary of Proposed Action:**

The City desires to dedicate an easement and walking path. The purpose of the easement and walking path is to honor Alisa Stewart, a Hurley employee who was killed in a car accident.

### **Financial Implications:**

None

Dept.	Name of Account	Account #	Grant #	Amount

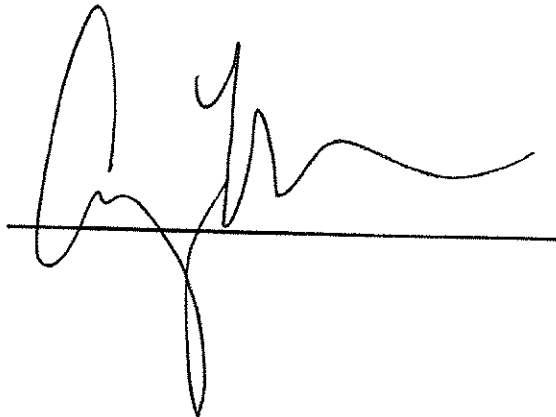
### **Other Implications:**

None

### **Staff Recommendation:**

Approval.

Staff Person: \_\_\_\_\_





## **HURLEY MEDICAL CENTER WALKING PATH EASEMENT AGREEMENT**

This agreement (the Agreement) is entered into on this June \_\_, 2020, between the City of Flint, a Michigan municipal corporation, of 1101 S. Saginaw St., Flint, MI (Grantor), and Hurley Medical Center, a Michigan municipal hospital, of One Hurley Plaza, Flint, MI (Grantee), on the following terms and conditions.

Grantee is developing a walking path on a vacant city block in the City of Flint, Michigan bordered by Fifth Avenue, Patrick Street, Begole St. and University Avenue. The block is comprised of numerous parcels, one (1) of which is owned by Grantor. The walking path would be available for use by the public and would beautify the area.

### **Terms**

1. **Purpose.** Grantor and Grantee own adjacent parcels of vacant land. Grantee wishes to purchase an easement from Grantor across Grantor's land for purposes of an asphalt walking path, which will burden Grantor's parcel (#40-12-386-017) for the benefit of Grantee's adjacent parcels.
2. **Burdened Property.** Grantor owns land in City of Flint, County of Genesee, Michigan, described on the attached exhibit 1 (the Burdened Property).
3. **Consideration.** Grantee, in consideration of the grant of the easement stated in this Agreement agrees to pay Grantor \$1.00 payable at the time of the signing of this Agreement.
4. **Description of the Easement.** Grantor grants to Grantee an easement for constructing and maintain an asphalt walking path for pedestrian use over the Burdened Property 5 feet in width and as described and shown on the attached exhibit 1 (the Easement), for the benefit of the benefited property (the Benefited Property). See Exhibit 2.
5. **Condition and maintenance.** Grantee shall be solely responsible for maintaining the Easement and shall not allow it to become unsightly or a nuisance. Any ruts or deterioration shall be promptly filled/corrected. The walking path shall be used only by pedestrians and non-motorized travel (e.g. bicycles).

6. **Interest in realty.** The walking path is to be an easement over the Burdened Property for the use and benefit of the Benefited Property and cannot be assigned unless with the express written permission of Grantor.

7. **Insurance.** The Grantee shall obtain liability insurance as part of its owner's policy for the Benefited Property to cover any liabilities that arise as a result of the use of the Benefited Property of the Easement and the owner of the Benefited Property's liability policy shall name the owner of the Burdened Property as an insured party for the owner of the Benefited Property's use of the Easement.

8. **Indemnification.** Grantee agrees to indemnify and hold Grantor harmless from any and all claims, debts, causes of actions, or judgments for any damage to any property or injury to any person that may arise out of use of the Easement. This provision shall survive the termination of this Agreement.

9. **Entire agreement.** This Agreement and all exhibits constitute the entire agreement between the parties regarding the subject matter of this Agreement, and all prior negotiations and agreements regarding the Easement between the parties, whether written or oral, shall be of no further force and effect. This Agreement may not be modified except by a written document signed by both parties

10. **Notice.** Except as otherwise provided, all notices required under this Agreement shall be effective only if in writing or in a form of electronic or facsimile transmission that provides evidence of receipt and shall be either personally served, electronically transmitted, or sent with postage prepaid to the appropriate party at its address as set forth in the introductory paragraph of this Agreement. Either party may change its address by giving notice of the change or a new facsimile transmission number to the other as provided in this section.

Notices for the City of Flint and Hurley Medical Center should be submitted to the following:

The Mayor of the City of Flint and the City Administrator to:

Mayor Sheldon A. Neeley and Clyde Edwards, City Administrator at  
[saneeley@cityofflint.com](mailto:saneeley@cityofflint.com) and [cedwards@cityofflint.com](mailto:cedwards@cityofflint.com) or

Address: 1101 S. Saginaw Street

Flint, MI 48502

And

Hurley Medical Center, Attn. Risk/Legal, One Hurley Plaza, Flint, MI 48503

11. **Severability.** If any term, covenant, or condition of this Agreement or the application of which to any party or circumstance shall be to any extent invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall be effective, and each term, covenant, or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

12. **Termination.** Grantor may terminate this Easement upon sixty (60) days' notice to Grantee.

13. **Jurisdiction and venue.** Any disputes under this conveyance shall be subject to the laws of the state of Michigan and venue for any disputes shall lie in Genesee, Michigan.

14. **Time is of the essence.** Time shall be of the essence in the performance and actions undertaken under this Agreement.

15. **Exhibits.** The following exhibits are attached to and are a part of this Agreement:

Exhibit 1—Legal Description of the Burdened Property

Exhibit 2—Schematic of the Easement

15. **Effective date.** Owner and Grantee have signed this Agreement, and it shall be effective as of the day and year first above written.

**Grantor: City of Flint**

**Grantee: Hurley Medical Center**

\_\_\_\_\_  
**Sheldon Neeley, Mayor**

\_\_\_\_\_  
**Melany Gavulic, President & CEO**

STATE OF MICHIGAN       )  
GENESEE COUNTY        )

Acknowledged before me in Genesee County, Michigan, on June \_\_\_, 2020, by Sheldon Neeley, Mayor of the City of Flint.

---

Notary public, State of Michigan, County of Genesee.  
My commission expires:

STATE OF MICHIGAN       )  
GENESEE COUNTY        )

Acknowledged before me in Genesee County, Michigan, on June \_\_\_\_, 2020, by Melany Gavulic, President  
& CEO, Hurley Medical Center.

---

Notary public, State of Michigan, County of Genesee.  
My commission expires:

Drafted by and when recorded return to:  
Peter M. Bade  
One Hurley Plaza  
Flint, MI 48503

## **Exhibit 1**

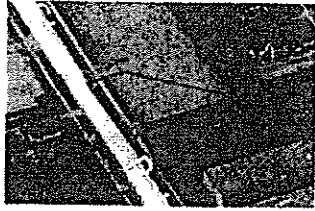
### **Legal Description of the Burdened Property**

MCFARLAN & CO'S WESTERN ADDITION. THAT PART OF LOT 8 AND SLY 44 FT OF LOT 6 LYING SLY OF FOLL DESC LINE: BEG AT A PT ON ELY LINE OF SD LOT 8, 29 FT NWLY FROM SELY COR OF SD LOT; TH WLY TO A PT ON NLY LINE OF SD LOT, 42 FT SWLY FROM NELY COR OF SD LOT; TH WLY TO P.O.E. ON ELY LINE OF PATRICK ST., 22 FT NWLY FROM NWLY COR OF SD LOT 6; ALSO THAT PART OF NLY 19 FT OF LOT 10 LYING NLY OF FOLL DESC LINE: BEG AT SELY COR OF SD LOT 10; TH WLY TO P.O.E. ON NLY LINE OF SD LOT, 40 FT NELY FROM NWLY COR OF SD LOT. BLK 34.

11/2/2017

Flint Property Portal

## Patrick St



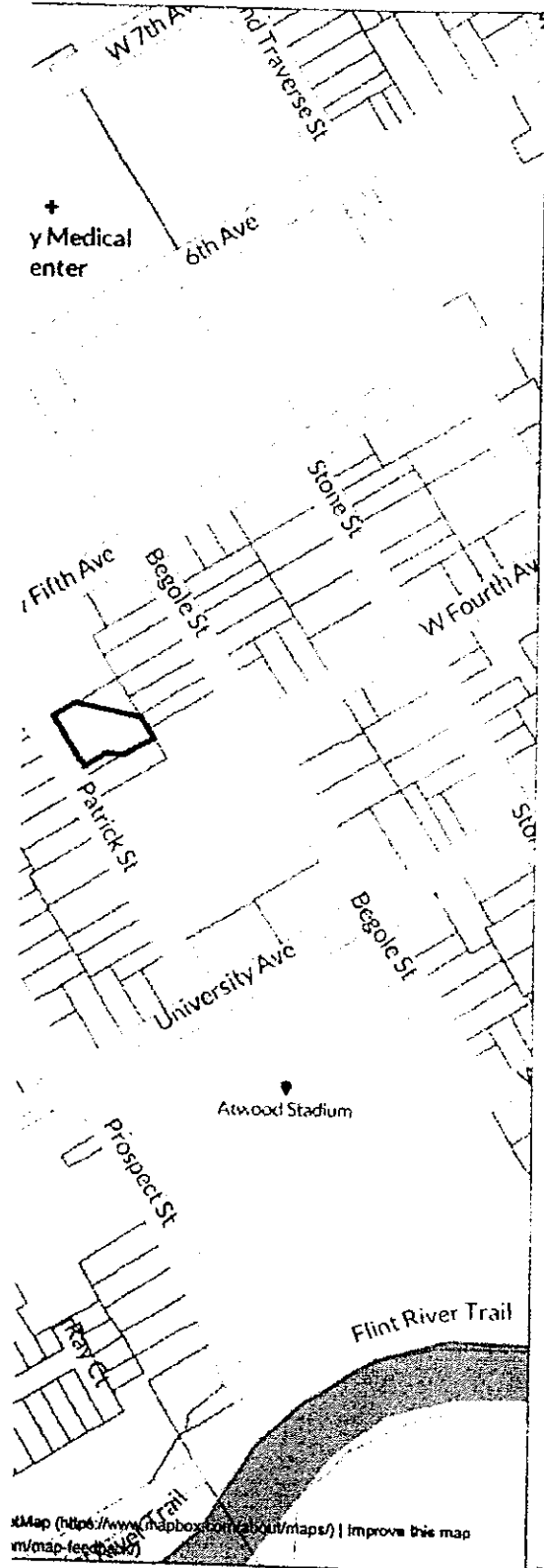
Street photo: October 5 2017

Parcel Number	40-12-386-017
Zip Code	48503
Future Land Use	University Avenue Core
Structure on Property	No
Use	Residential
Owner Name	CITY OF FLINT
Owner Address	1 HURLEY PLAZA, FLINT, MI, 48503
Publicly Owned	Yes
Parcel Size (Acres)	0.28
City Ward	Ward 5
Census Tract	15
Census Block Group	Block 2008
Current Zoning District	C1
Draft Zoning District	UC
Tall Grass	No
Trash and/or Debris	No
Community Maintenance Commitment	No
Mowed by the Community	September 2016
Cleaned up by the Community	No

Please remember that the information on this website reflects the Land Bank and City of Flint's current data, but is not always accurate as property conditions change quickly. You can help us correct inaccurate information by sending Property Updates.

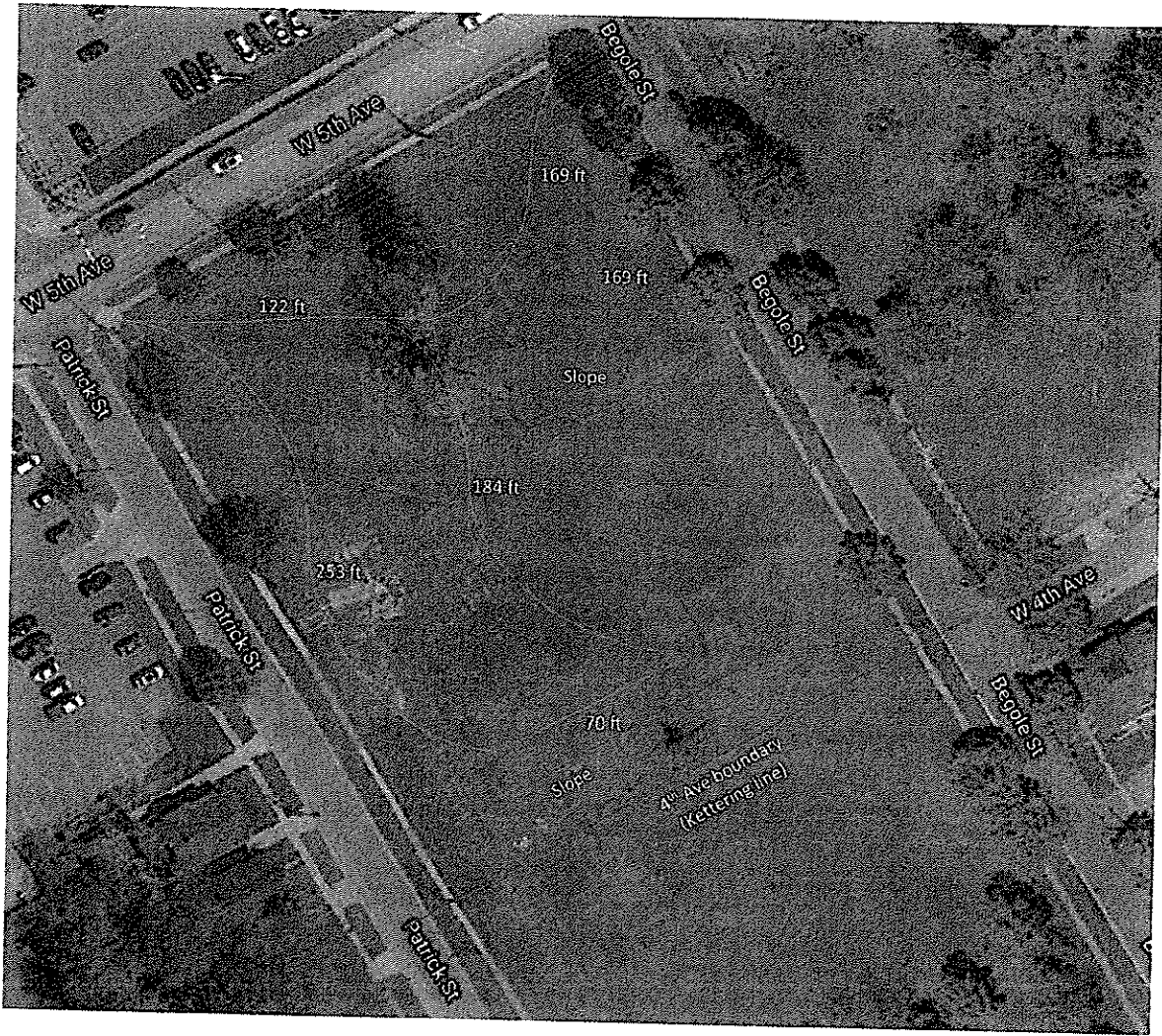
- Parcel is NOT on Hurley Holdings .xls

<https://flintpropertyportal.com/>

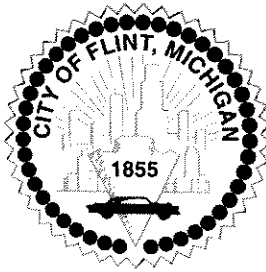


xMap (<https://www.mapbox.com/about/maps/>) | Improve this map  
in/[map-feedback](#)

## Exhibit 2



200269



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

PRESENTED: 6-22-2020

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

**RESOLUTION TO ESTABLISH JUNETEENTH AS A HOLIDAY IN THE CITY OF FLINT  
AND ENCOURAGE GOVERNOR WHITMER TO ESTABLISH JUNETEENTH AS AN  
OFFICIAL STATE RECOGNIZED HOLIDAY IN PURSUANT TO MCL 435.101.**

**BY THE MAYOR AND THE CITY COUNCIL:**

**WHEREAS**, in 1863, President Abraham Lincoln issued the Emancipation Proclamation declaring all slaves free. However, this freedom was not made known to many enslaved African Americans until two years after its passage. Juneteenth recognizes that on June 19, 1865, the last enslaved people in Galveston, Texas were informed that slavery had been abolished; and

**WHEREAS**, When the former slaves heard of this news, they began to celebrate with prayer, feasting, song, and dance.<sup>1</sup> The following year, on June 19, the first official Juneteenth celebrations took place in Texas.<sup>2</sup> Within a few years, African Americans in other states were celebrating the day, making it an annual tradition.<sup>3</sup>

**WHEREAS**, celebrations have continued across the United States including a rich history in the Flint community recognizing the end of slavery and the triumphs, culture and achievements of African Americans locally and across the United States and throughout the world.; and

**WHEREAS**, the City of Flint believes that Juneteenth should be recognized as an official holiday in the City of Flint and the State of Michigan as it was recognized as an official holiday in the state of Texas in 1980. Therefore it is the desire of the Mayor and the Flint City Council to establish Juneteenth as an officially recognized holiday in the City of Flint.

**WHEREAS**, the State legislature, in 2005, declared the third Saturday in June of each year as "Juneteenth National Freedom Day." However we encourage Governor Gretchen Whitmer to declare Juneteenth an officially recognized state holiday under MCL 435.101.

**NOW, THEREFORE BE IT RESOLVED** that the Mayor and the City Council and do all things necessary to establish Juneteenth as a holiday in the City of Flint and encourage Governor Whitmer to establish Juneteenth as an official state recognized holiday in accordance with MCL 435.101.

**FOR THE CITY OF FLINT:**

**APPROVED BY CITY COUNCIL:**

\_\_\_\_\_  
Sheldon A. Neeley, Mayor

\_\_\_\_\_  
Monica Galloway, City Council President

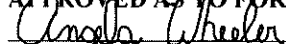
<sup>1</sup> Encyclopedia Britannica, Juneteenth United States Holiday

<sup>2</sup> Encyclopedia Britannica, Juneteenth United States Holiday

<sup>3</sup> Encyclopedia Britannica, Juneteenth United States Holiday



APPROVED AS TO FORM:



Angela Wheeler, Chief Legal Officer

200267

ORDINANCE NO. \_\_\_\_\_

An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 18, Taxation; Funds; Purchasing; Article IV, Purchases.

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

Sec. 1. An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 18, Taxation; Funds; Purchasing; Article IV, by the addition of Section 18-21.14 Sale of City Personal Property which shall read in its entirety as follows:

**§ 18-21.14 SALE OF CITY PERSONAL PROPERTY.**

- (A) THE CITY MAY DISPOSE BY SALE AT PUBLIC AUCTION OF CERTAIN PERSONAL PROPERTY BELONGING TO THE CITY. THE PROCEDURE FOR SELLING PERSONAL PROPERTY OF THE CITY AT AUCTION SHALL BE SET FORTH IN THIS SECTION.
- (B) THE PURCHASING DIRECTOR IS RESPONSIBLE FOR THE SALE, LEASE, AND TRANSFER OF ALL CITY PERSONAL PROPERTY.
- (C) WHEN IT HAS BEEN DETERMINED BY ANY DEPARTMENT HEAD OF A DEPARTMENT OF THE CITY THAT SAID DEPARTMENT HAS PERSONAL PROPERTY OWNED BY THE CITY WHICH MAY IN THE BEST INTEREST OF THE CITY BE DISPOSED OF, SAID DEPARTMENT HEAD MUST SUBMIT TO THE PURCHASING DIRECTOR A REPORT OF SUCH PROPERTY WHICH SHALL BE SUFFICIENTLY DETAILED LISTING THE ITEMS AND THE ESTIMATED FAIR MARKET VALUE OF EACH ITEM. IF THE PURCHASING DIRECTOR CONCURS

WITH THE DEPARTMENT HEAD'S RECOMMENDATION, THE PURCHASING DIRECTOR SHALL FIND THE PERSONAL PROPERTY ELIGIBLE FOR SALE BY AUCTION.

- (D) THE PURCHASIN DIRECTOR SHALL APPOINT OR DESIGNATE A QUALIFIED AUCTION COMPANY TO COMPETEIVELY BID, SALE, LEASE AND TRANSFER PERSONAL PROPERTY OWNED BY THE CITY AND MAINTAIN RECORDS OF ALL SALES.
- (E) THE SALES UNDER THIS SECTION SHALL BE CONDUCTED IN ACCORDANCE WITH THE UNIFORM COMMERICAL CODE AND ANY OTHER APPLICABLE LAW OF THE STATE OF MICHIGAN.
- (F) NOTHING CONTAINED HEREIN IS INTENDED TO CONTRADICT OTHER MEANS OF SELLING PERSONAL PROPERTY OWNED BY THE CITY.

Sec. 2. This Ordinance shall become effective this \_\_\_\_\_ day of \_\_\_\_\_, 2020, A.D.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020, A.D.

FOR THE CITY:

\_\_\_\_\_  
Sheldon A. Neeley, Mayor



\_\_\_\_\_  
Inez M. Brown, City Clerk

APPROVED AS TO FORM:

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