

City of Flint, Michigan

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



Meeting Agenda - Final

Monday, September 12, 2022

5:30 PM

Council Chambers

CITY COUNCIL

Allie Herkenroder, Vice President, Ward 7

*Eric Mays, Ward 1
Quincy Murphy, Ward 3
Jerri Winfrey-Carter, Ward 5
Dennis Pfeiffer, Ward 8*

*Ladel Lewis, Ward 2
Judy Priestley, Ward 4
Tonya Burns, Ward 6
Eva L. Worthing, Ward 9*

Inez M. Brown, City Clerk

Davina Donahue, Deputy Clerk

CALL TO ORDER**ROLL CALL****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.

PLEDGE OF ALLEGIANCE**PRAYER OR BLESSING****REQUESTS FOR CHANGES OR ADDITIONS TO AGENDA**

Council shall vote to adopt any amended agenda.

PRESENTATION OF MINUTES

- 220388** Summary Minutes/Flint City Council/Regular Meeting/June 13, 2022
- Summary Minutes of the Flint City Council regular meeting held Monday, June 13, 2022, at 9:32 p.m., in the City Council Chambers, 3rd Floor, City Hall.
- 220389** Summary Minutes/Flint City Council/Special Meeting/June 14, 2022
- Summary Minutes of the Flint City Council regular meeting held Tuesday, June 14, 2022, at 5:42 p.m., in the City Council Chambers, 3rd Floor, City Hall.
- 220390** Summary Minutes/Flint City Council/Special Meeting/June 15, 2022
- Summary Minutes of the Flint City Council regular meeting held Wednesday, June 15, 2022, at 5:38 p.m., in the City Council Chambers, 3rd Floor, City Hall.
- 220391** Summary Minutes/Flint City Council/Regular Meeting/June 27, 2022
- Summary Minutes of the Flint City Council regular meeting held Monday, June 27, 2022, at 9:06 p.m., in the City Council Chambers, 3rd Floor, City Hall.
- 220392** Summary Minutes/Flint City Council/Regular Meeting/July 11, 2022
- Summary Minutes of the Flint City Council regular meeting held Monday, July 11, 2022, at 8:42 p.m., in the City Council Chambers, 3rd Floor, City Hall.

- 220393 Summary Minutes/Flint City Council/Regular Meeting/July 25, 2022
- Summary Minutes of the Flint City Council regular meeting held Monday, July 25, 2022, at 6:02 p.m., in the City Council Chambers, 3rd Floor, City Hall.
- 220394 Summary Minutes/Flint City Council/Regular Meeting/August 22, 2022
- Summary Minutes of the Flint City Council regular meeting held Monday, August 22, 2022, at 6:44 p.m., in the City Council Chambers, 3rd Floor, City Hall.

PUBLIC HEARINGS

- 220353.6 Ordinance No. 220353

A Public Hearing on Ordinance No. 220353, an ordinance to amend the Code of the City of Flint as requested by Denise Diller of Crossover Outreach (PC-22-13) to change the district boundaries or regulations established in Chapter 50 thereof, specifically allowing under 50-4 a zoning map amendment, as follows: 807 Oak Street, Flint MI 48503, Parcel No. 41-18-153-009, legally described as STOCKTON'S WEST ADDITION S 3 RDS OF LOT 15, BLK N, from "C-2" Multi-Family High Density Apartments to "D-2" Neighborhood Business. THE PLANNING COMMISSION RECOMMENDS APPROVAL.

PUBLIC SPEAKING

Per the amended Rules Governing Meetings of the Council (as adopted by the City Council on Monday, June 12, 2017), three (3) minutes per speaker. Only one speaking opportunity per speaker. Numbered slips will be provided prior to the start of the meeting to those wishing to speak during this agenda item.

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.

PETITIONS AND UNOFFICIAL COMMUNICATIONS

COMMUNICATIONS (from Mayor and other City Officials)

- 220386 Weekly Traffic Control Update
- Email received August 21 and September 4, 2022, from Traffic Engineering and DPW, identifying the latest lane closures and ramp closures for the I-69 and I-475 Reconstruction projects.
- 220387 Traffic Engineering/Closure Permits

Sidewalk, Lane and Street Closure permits (15) dated August and September 2022, for requested activities/events, with noted responsibility for the placement of the required traffic control devices, and/or personnel, for the protection of traffic and event participants.

ADDITIONAL COMMUNICATIONS

APPOINTMENTS

APPOINTMENTS (May be Referred from Special Affairs)

220381 Reappointment/Zoning Board of Appeals/Lauren Coney (Ward 9)

Resolution resolving that the Flint City Council approves the reappointment of Lauren Coney (2602 Terrace Drive, Flint, MI, 48507 - Ward 9) to the Zoning Board of Appeals for the remainder of a three-year term, commencing immediately upon adoption of this resolution and expiring September 1, 2024. [NOTE: By way of background, Ms. Coney's term on the Zoning Board of Appeals expired August 31, 2021, although she continued to serve.]

RESOLUTIONS

220365 Contract Extension/Office Depot/Office Supplies/Various Departments

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to extend the contract with Office Depot to provide office supplies for FY2023, in an amount NOT-TO-EXCEED \$117,847.00, under the same terms and conditions, as requested by various departments, AND, resolving that the Purchasing Department has the discretion to spend an additional amount of no more than five (5) percent of the annual requested spend amount to Office Depot for unanticipated requests that may be submitted during FY2023.

220366 Detroit Salt Co./Bulk Salt

Resolution resolving that the Division of Purchases and Supplies, upon City Council's approval, is hereby authorized to issue a purchase order to Detroit Salt Co. for bulk salt, as requested by Transportation, in an amount NOT-TO-EXCEED \$375,000.00 [Major Street Fund Acct. No. 202-449.203-752.000 = \$206,500.00 and Local Street Fund Acct. No. 203-449.203-752.000 = \$168,500.00.] [NOTE: The purchase of bulk salt is a cooperative effort with the Genesee County Road Commission.]

220367 Al Serra, Inc./Replacement/General Motors Vehicles

Resolution resolving that the Fleet Division, upon City Council's approval, is authorized to purchase necessary vehicles for city operations from Al Serra Inc., and the Division of Purchases and Supplies is hereby authorized to issue purchase orders to Al Serra, Inc., in an amount NOT-TO-EXCEED \$500,000.00 for FY2023 [Fleet/Central Garage Fund Acct. No. 661-229.000-977.500.]

220368 Contract Extension/Equipment Leases/Deere Credit, Inc.

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to extend the current leasing contract by making FY2023 payments to Deere Credit, Inc., for Fleet leased vehicles, in an amount NOT-TO-EXCEED \$173,171.40, as requested by Fleet [Fleet/Central Garage Rentals Fund Acct. No. 661-229.000-940.000.] [NOTE: According to the Staff Review, the leases are for seven (7) pieces of heavy equipment being used by Water, Sewer, Water Pollution Control and Street Maintenance.]

220369 Contract Extension/Equipment Leases/National Cooperative Leasing

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to extend the lease contract with National Cooperative Leasing to provide seven (7) leased tandem-axle dump truck vehicles for FY2023, in an amount NOT-TO-EXCEED \$272,943.79, as requested by Fleet [Fleet/Central Garage Rentals Fund Acct. No. 661-229.000-940.000.]

220370 Versalift Midwest/Insulated Articulated Telescopic Aerial Platform Lift

Resolution resolving that the Division of Purchases and Supplies, upon City Council's approval, is hereby authorized to issue a purchase order to Versalift Midwest for an insulated articulated telescopic aerial device, in an amount NOT-TO-EXCEED \$149,228.00, as requested by Fleet [Fleet/Central Garage Vehicle Fund Acct. No. 661-229.000-977.500.]

220375 Agreement/City of Flint/County of Genesee/Flint Holding Facility Operation

Resolution resolving that the appropriate city officials, upon City Council's approval, are to do all things necessary to enter into an agreement with Genesee County for operation of the Flint Holding Facility for the period October 1, 2022, through September 30, 2023 [General Fund Professional Services Acct. No. 101-305.205-801.000.] [NOTE: The City of Flint Police Department includes a 110-person holding facility with the ability to hold detainees for up to 72 hours. The Genesee County Sheriff currently operates the holding facility. The city and the sheriff have agreed to the terms of a contract for the sheriff to continue operating the facility for a contract price NOT-TO-EXCEED \$2,410,471.00. The agreement is contingent on the city receiving funding from the State of Michigan to pay the full costs of the contract and the Sheriff receiving a continued waiver from the Michigan Department of Corrections.]

220376 CO #3/Contract/City of Flint/Genesee County Land Bank (GCLB)/Demolition Reimbursement/Fire Insurance

Resolution resolving that the appropriate City Officials, upon City Council's approval, are authorized to do all things necessary to complete and execute

Change Order #3 with the Genesee County Land Bank (GCLB), to increase the contract by \$219,626.90, for a new contract total of \$335,333.44, and to extend the contract by six (6) months to June 30, 2023, Fire Escrow Reserve Acct. No. 249-000.000-393.050.] [NOTE: Building Safety and Inspections (BSI) has identified said dollars in fire insurance funds held by the City. These funds can only be used to pay for the demolition cost of the property to which they are attached and cannot legally be used for any other purpose.]

220377 Partial Settlement/Matthew Baker & Salina Juarez et al v City of Flint et al/Genesee County Circuit Court Case No. 19-1139438-CD

Resolution resolving that the Flint City Council approves partial settlement of the case of Matthew Baker and Salina Juarez et al v City of Flint et al, Case No. 19-1139438-CD, in the amount of \$78,000.00, in satisfaction of any and all claims brought by Baker and Juarez against the city and its employees arising out of said matter, with payment to be drawn from appropriated funds in Litigation & Suits Acct. No. 677-266.200-956.300. [NOTE: An Executive Session was held in this matter on July 6, 2022.]

220378 Contract/Rehmann Robson, LLC/City of Flint/Audit/FY2021

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to engage the services of Rehmann Robson, LLC, for FY2022 auditing services, in the amount of \$242,500.00, for a total contract price of \$711,000.00, plus out-of-pocket expenses [General Fund City Council Acct. No. 101-101.100-801.000.]

RESOLUTIONS (May be Referred from Special Affairs)

220362 Request/Solicit Applications/Revenue Estimation Commission/Human Resources/Labor Relations

Resolution resolving that the City Council requests that the City of Flint's Human Resources/Labor Relations Department solicit and collect applications from persons interested in serving on the Revenue Estimation Commission, and that the collected applications be forwarded to the City Council for review and consideration by September 30, 2022.

220363 Request/Solicit Applications/Flint City Clerk/Human Resources/Labor Relations

Resolution resolving that the City Council requests that the City of Flint's Human Resources/Labor Relations Department solicit and collect applications from persons interested in serving as the Flint City Clerk, for the term beginning on January 1, 2023, and that the applications be forwarded to the City Council for review and consideration by October 31, 2022.

220372 MacQueen Equipment, LLC (DBA Bell Equipment Co.)/Commercial Garbage Truck/American Rescue Plan Act (ARPA) Fund

Resolution resolving that the Division of Purchases and Supplies, upon City Council's approval, is hereby authorized to issue a purchase order to

MacQueen Equipment, LLC for a commercial garbage truck for FY2023, in an amount NOT-TO-EXCEED \$150,000.00 FUSDT-CSLFRF Equipment Acct. No. 287-732.701-977.000.]

- 220373** MacQueen Equipment, LLC (DBA Bell Equipment Co.)/Peterson Lightning Loader for Blight/American Rescue Plan Act (ARPA) Fund

Resolution resolving that the Division of Purchases and Supplies, upon City Council's approval, is hereby authorized to issue a purchase order to MacQueen Equipment, LLC for a Peterson Lightning Loader for FY2023, in an amount NOT-TO-EXCEED \$196,579.00 FUSDT-CSLFRF Equipment Acct. No. 287-732.701-977.000.]

- 220379** Budget Amendment/Justice Assistance Grant (JAG)/Office of Justice Programs/U.S. Department of Justice (DOJ)/Charter Township of Flint

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to enter into the Justice Assistance Grant (JAG) agreement by and between the City of Flint and Flint Township and the Department of Justice, accept the JAG award, amend the FY2022-2023 budget, appropriate award funding for revenue and expenditures in future fiscal years, as long as the funds are available from the funder, and abide by the terms and conditions of the award from the State of Michigan, and to obtain funds in the amount of \$106,387.00, for the period of August 8, 2022, through September 30, 2025, as requested by Police.

LIQUOR LICENSES

INTRODUCTION AND FIRST READING OF ORDINANCES

INTRODUCTION AND FIRST READING OF ORDINANCES (May be Referred from Special Affairs)

- 220364** Amendment/Ordinance/Article VI/Chapter 35 (Personnel)/Section 35-112.16 (Job Description & Qualifications)/City Clerk

An ordinance to amend the Flint City Code of Ordinances by adopting Article VI, Chapter 35 (Personnel); Section 35-112.16 (Job Description and Qualifications), City Clerk.

- 220380** Ordinance/Chapter 50 (Zoning)/Amending Section 50-80 (Marihuana Facilities)

An ordinance to amend the Code of the City of Flint by amending Chapter 50 (Zoning), Section 50-80 (Marihuana Facilities).

SECOND READING AND ENACTMENT OF ORDINANCES

- 220353** Ordinance/Chapter 50/PC-22-13/Denise Diller/Crossover Outreach/Rezoning/807 Oak Street/From 'C-2' to 'D-2'

An ordinance to amend the Code of the City of Flint has been requested by Denise Diller of Crossover Outreach (PC-22-13) to change the district boundaries or regulations established in Chapter 50 thereof, specifically allowing under 50-4 a zoning map amendment, as follows: 807 Oak Street, Flint MI 48503, Parcel No. 41-18-153-009, legally described as STOCKTON'S WEST ADDITION S 3 RDS OF LOT 15, BLK N, from "C-2" Multi-Family High Density Apartments to "D-2" Neighborhood Business. THE PLANNING COMMISSION RECOMMENDS APPROVAL.

ADDITIONAL DISCUSSION ITEMS

FINAL COUNCIL COMMENTS

ADJOURNMENT

City of Flint, Michigan

*Third Floor, City Hall
1101 S. Saginaw Street
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Meeting Minutes - Draft

Monday, June 13, 2022

9:32 PM

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Council Chambers

CITY COUNCIL

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*Eric Mays, Ward 1
Quincy Murphy, Ward 3
Jerri Winfrey-Carter, Ward 5
Dennis Pfeiffer, Ward 8*

*Ladel Lewis, Ward 2
Judy Priestley, Ward 4
Tonya Burns, Ward 6
Eva L. Worthing, Ward 9*

Inez M. Brown, City Clerk

Davina Donahue, Deputy Clerk

CALL TO ORDER

City Council Vice President Allie Herkenroder called this meeting to order at 9:32 p.m.

ROLL CALL

Present: Councilperson: Councilperson Mays, Councilperson Lewis, Councilperson Murphy, Councilperson Priestley, Councilperson Burns, Herkenroder, Councilperson Pfeiffer and Councilperson Worthing

Absent: Councilperson: Councilperson Winfrey-Carter

PLEDGE OF ALLEGIANCE

Councilperson Quincy Murphy led the Pledge of Allegiance.

PRAYER OR BLESSING

Councilperson Ladel Lewis gave the blessing.

REQUESTS FOR CHANGES AND/OR ADDITIONS TO AGENDA

Councilperson Mays asked to have a Special Order on why he's being kept out of the President's Chair. The motion failed 1-6 (Lewis, Murphy, Priestley, Herkenroder, Pfeiffer, Worthing). (Absent: Winfrey-Carter, Burns).

PUBLIC HEARINGS

220166.6 Public Hearing/Ordinance No. 220166.1

A Public Hearing on Ordinance No. 220166.1, an ordinance to amend Chapter 30 (Nuisances) of the Code of the City of Flint by adding Section 30-40 (Reckless Driving). [NOTE Ordinance amended to remove the word "residential" so that ordinance applies to entire city.]

HEARING HELD

220192.6 Public Hearing/Ordinance No. 220192

A Public Hearing on Ordinance No. 220192, an ordinance to amend the Flint City Code of Ordinances by amending Chapter 18, (Taxation; Funds; Purchasing); Article IV, (Purchases), by amending Section 18-21.14, (Sale of City Personal Property).

HEARING HELD

ROLL CALL

Councilperson Murphy left the meeting at 10:17 p.m.

Present: Councilperson: Councilperson Mays, Councilperson Lewis, Councilperson Priestley, Councilperson Burns, Herkenroder, Councilperson Pfeiffer and Councilperson Worthing

Absent: Councilperson: Councilperson Murphy and Councilperson Winfrey-Carter

ORDINANCES

220192 Ordinance/Chapter 18 (Taxation; Funds; Purchasing)/Article IV (Purchases)/Amending Section 18-21.14 (Sale of City Personal Property)

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

A motion was made by Councilperson Mays, seconded by Councilperson Worthing, that this matter be PASSED. The motion carried by the following vote:

Aye: 5 - Councilperson Lewis, Councilperson Priestley, Councilperson Burns, Vice President Herkenroder and Councilperson Worthing

No: 2 - Councilperson Mays and Councilperson Pfeiffer

Absent: 2 - Councilperson Murphy and Councilperson Winfrey-Carter

PUBLIC SPEAKING

Public Speaking was held.

PETITIONS AND UNOFFICIAL COMMUNICATIONS

220231 Entire Tribunal Property Tax Petition/Michigan Tax Tribunal/310 West Oakley Street, LLC, Inc. v City of Flint/MOHR Docket No. 22-001108

Communication received June 1, 2022, re: Proof of Service and Petition filed with the Michigan Tax Tribunal by 310 West Oakley Street, LLC, Inc regarding Parcel No. 41-19-253-030.

This Matter was Placed on File on the Consent Agenda.

220232 2022 Tax Rate Request/Michigan Department of Treasury/Flint Public Library

Form L-4029 dated June 2, 2022, re: Millage Request Report to the County Board of Commissioners for a 2022 Flint Public Library property tax levy.

This Matter was Placed on File on the Consent Agenda.

220233 2022 Tax Rate Request/Michigan Department of Treasury/City of Flint (DDA)

Form L-4029 dated April 20, 2022, re: Millage Request Report to the County Board of Commissioners for a City of Flint - Downtown Development Authority (DDA) 2022 property tax levy.

This Matter was Placed on File on the Consent Agenda.

COMMUNICATIONS (from Mayor and other City Officials)

- 220234** Ramp Closures/I-69 and I-475 Reconstruction Projects
- Email received May 22, 2022, from Traffic Engineering and DPW, identifying lane closures and ramp closures for the I-69 and I-475 Reconstruction projects.
- This Matter was Placed on File on the Consent Agenda.**
- 220235** Ramp Closures/Southbound I-475 Westbound I-69/Reconstruction Projects
- Email received June 8, 2022, from Traffic Engineering and DPW, identifying lane closures and ramp closures for the I-69 and I-475 Reconstruction projects.
- This Matter was Placed on File on the Consent Agenda.**
- 220236** Traffic Engineering/Closure Permits
- Sidewalk, Lane and Street Closure permits (14) dated May and June 2022, for requested activities/events, with noted responsibility for the placement of the required traffic control devices, and/or personnel, for the protection of traffic and event participants.
- This Matter was Placed on File on the Consent Agenda.**

RESOLUTIONS

- 220190.1** Amended Resolution/Approval/2022-2023 Annual Action Plan of the Consolidated Plan/U.S. Department of Housing and Urban Development (HUD)
- Amended resolution resolving that City Officials to approve the funding amounts and projects and authorize entering into contracts for the agencies as listed for the City of Flint's FY2022-2023 Community Development Block Grant (CDBG) Program, in the estimated amount of \$4,005,334.00, FY2022-2023 HOME Investment Partnerships Program, in the estimated amount of \$945,793.00, and FY2022-2023 Emergency Solutions Grant (ESG) Program, in the estimated amount of \$334,935.00, and include any program income which might become available as a result of receipt of these funds. [NOTE: Resolution amended because the amounts were proportionately increased based on increased allocations to each fund.]
- SEPARATED FROM MASTER RESOLUTION**
- 220215** CO#5/Contract/BS&A Software/Software Applications
- Resolution authorizing the appropriate city officials to do all things necessary to enter into Change Order No. 5 to the contract with BS&A Software to provide software applications for the period of May 1, 2022, through May 1, 2023, in the amount of \$128,868.00, and a total contract amount of \$860,252.00, under the same terms and conditions [Information Services Computer Software Acct. No. 636-228.000-814.600.]

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

220216 Multi-Year Contract/Xerox Corp./Multifunctional Copier Devices

Resolution resolving that the proper city officials, upon City Council's approval, are hereby authorized to enter into a five (5)-year contract with Xerox Corp. for multifunctional devices and copying services, as requested by Information Technology, in an annual amount NOT-TO-EXCEED \$108,000.00, for a five-(5) year aggregate amount NOT-TO-EXCEED \$540,000.00.

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

220217 Contract/Mid Michigan Roofing, LLC/Roof Replacement/City Hall/South Building

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to enter into a contract with Mid Michigan Roofing, LLC for roof replacement at the South Building at City Hall, in an amount NOT-TO-EXCEED \$289,700.00 for labor, materials, services and equipment, as well as an additional \$23,750.00 for vapor barrier repair and unknown damages, for an overall contract total NOT-TO-EXCEED \$303,236.00, as requested by Facilities Maintenance [Public Improvement Fund Acct. No. 444-230.200-976.000.]

SEPARATED FROM MASTER RESOLUTION

220218 Multi-Year Contract/Lasercom LLC/Printing, Sorting and Mailing/Water Bills/Shut Off Notices/Property Tax/Postage

Resolution resolving that the appropriate city officials, upon City Council's approval, are hereby authorized to enter a [three-year] contract with Lasercom LLC for the printing, sorting and mailing of water bills, water shut-off notices and property tax bills, along with additional postage costs as needed, as requested by Customer Service, in an amount NOT-TO-EXCEED \$205,025.00 per year, pending adoption of each year's budget, for an aggregate total NOT-TO-EXCEED \$615,075.00 [General Fund Acct. No. 101-253.202-900.000 = \$10,110.00; Acct. No. 101-253.203-900.000 = \$10,110.00; Acct. No. 101-253.202-902.000 = \$78,500.00; Acct. No. 101-253.203-902.000 = \$78,500.00; Acct. No. 101-253.200-900.000 = \$9,805.00; and Acct. No. 101-253.200-902.000 = \$18,000.00.]

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

220219 CO#1/Contract/William E. Walter, Inc./Industrial HVAC Services

Resolution resolving that the Division of Purchases and Supplies, upon City Council's approval, can issue Change Order No. 1 to the contract with William E. Walter, Inc. for Industrial HVAC services, as requested by Water Pollution Control, in an annual amount NOT-TO-EXCEED \$15,000.00 [Sewer Fund Repair/

Maintenance Acct. No. 590-550.202-930.000.]

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

- 220220** CO#1/Contract/J.R. Heineman & Sons, Inc./Northwest Pump Station Rehabilitation/Water Pollution Control

Resolution resolving that the proper city officials, upon City Council's approval, are authorized to do all things necessary to enter into Change Order No. 1 with J.R. Heineman & Sons, Inc. for the additional work, time and materials required to complete the WPC Northwest Pump Station Rehabilitation project, as requested by Water Pollution Control, in an amount NOT-TO-EXCEED \$253,593.37, and a revised contract amount NOT-TO-EXCEED \$2,130,853.37. [NOTE: This project is part of Phase 1 of the Publicly Owned Treatment Works, DPW-WPC Improvements SRF Project Plan.]

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

- 220221** Budget Amendment/Transfer of Funds/FY2022 Fourth Quarter Budget Amendment

Resolution resolving that the appropriate city officials, upon City Council's approval, are hereby authorized to incorporate the approved appropriation changes into the FY2022 operating budget of the City of Flint. [NOTE: Adjustments are needed for repairs at the McKinley Center.]

SEPARATED FROM MASTER RESOLUTION

- 220222** Public Hearing/Brownfield Plan/Carriage Town Neighborhood Project/ 412, 417 and 427 West Second Avenue

Resolution resolving that the Flint City Council will hold a public hearing for the [Brownfield Plan for the Carriage Town Neighborhood project, located at 412, 417 and 427 West Second Avenue] at 5:30 p.m. in the City Council Chambers, 3rd Floor, City Hall on the _____ day of _____, 2022, AND, resolving that the governing body shall provide notice of the hearing to the taxing jurisdictions that levy taxes subject to capture under this Act, and shall fully inform the taxing jurisdictions about the fiscal and economic implications of the proposed Brownfield Plan.

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

- 220223** CO#1/Contract/Genesee County Youth Corp./Emergency Solutions Grant (ESG)

Resolution resolving that the proper city officials, upon City Council's approval, are authorized to process any necessary budget adjustments and to enter into Change Order No. 1 to Contract 21-090 with Genesee County Youth Corp., in the amount of \$132,000.00, for a new total contract amount of \$413,373.00, as requested by Community and Economic Development.

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

220224 CO#2/Contract/My Brother's Keeper of Genesee County Youth Corp./Emergency Solutions Grant (ESG)

Resolution resolving that the proper city officials, upon City Council's approval, are authorized to process any necessary budget adjustments and to enter into Change Order No. 2 to Contract 21-091 with My Brother's Keeper of Genesee County Youth Corp., in the amount of \$86,097.00, for a new total contract amount of \$303,307.00, as requested by Community and Economic Development.

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

220229 Halt Eviction/House of Esther/Flint Freedom School Collaborative/60 Days

Resolution resolving that the Flint City Council hereby asks the Administration to do all things necessary to halt the eviction of the House of Esther and the Flint Freedom School Collaborative for 60 days from the date of the Council vote, May 18, 2022.

SEPARATED FROM MASTER RESOLUTION

RESOLUTIONS (May be Referred from Special Affairs)

220199.1 Amendment/Budget Amendment/Transfer of Funds/U.S. Department of Treasury/American Rescue Plan Act/Coronavirus Local Fiscal Recovery Fund

Amended resolution resolving that the appropriate city officials, upon City Council's approval, are hereby authorized to do all things necessary to appropriate grant funding and abide by terms and conditions of the grant from the U.S. Department of Treasury for addressing the Public Health and Economic Impacts of the COVID-19 Public Health Emergency under Grant Code FUSDT-CSLFRF, in the amount of \$94,726,664.00, and to make available in subsequent fiscal years any remaining funds that are still available from the grantor, AND, resolving that every award, allocation, and/or expenditure of ARPA funds, arising after the adoption of this resolution, shall require the approval and authorization of the City Council, AND, resolving that this resolution supersedes any other allocation or disbursement of ARPA funds, arising after the adoption of this resolution, by any means and under any claimed authority without specific approval and authorization by the City Council. [NOTE: Resolution was amended to take out the words "and the Mayor" in the sentence "City Council and the Mayor."]

SEPARATED FROM MASTER RESOLUTION

220207 Settlement/Deirte Gilbert Tree Claim

Resolution resolving that the appropriate city officials are authorized to do all

things necessary to pay Deirte Gilbert the sum of \$4,000.00, with payment drawn from appropriated funds in Suits & Settlement Acct. No. 677-266.200-662.500. [NOTE: A tree located in the right-of-way fell in front of Ms. Gilbert's residence and damaged her property.]

SEPARATED FROM MASTER RESOLUTION

220227 Settlement/Chrishinda Phifer v Cynthia Earegood et al/Genesee County Circuit Court Case No. 19-112998

Resolution resolving that the Flint City Council approves settlement in the matter of Chrishinda Phifer v Cynthia Earegood et al, Case No. 19-112998, in the amount of \$315,000.00, in satisfaction of any and all claims against the city and its employee arising out of said matter, with payment to be drawn from appropriated funds in Litigation & Suits & Acct. No. 677-266.200-956.300. [NOTE: An Executive Session was held in this matter on June 8, 2022.]

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

220230 CO#2/Contract No. 21-088/Shelter of Flint/Homeless Assistance/Homelessness Prevention/Emergency Solutions Grant (ESG) Program

Resolution resolving that the appropriate city officials are authorized to do all things necessary to enter into Change Order No. 2 to Contract No. 21-088 with Shelter of Flint to increase the contract by \$2,461.00, for a revised contract amount of \$543,290.00, with funds available in Uncommitted Accounts, as requested by Community and Economic Development. [NOTE: The City of Flint was awarded Coronavirus Aid, Relief and Economic Security (CARES) money in the amount of \$2,441,943.00 for the Emergency Solutions Grant (ESG). Shelter of Flint was awarded \$355,926.00 for shelter operations and essential services. The agency has indicated a need for additional funding for wages and salaries and appliances association with operation of the facility.]

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

Passed The Consent Agenda

A motion was made by Councilperson Priestley, seconded by Councilperson Worthing, including all the preceding items marked as having been adopted on a Consent Agenda. The motion carried by the following vote:

Aye: 6 - Councilperson Mays, Councilperson Priestley, Councilperson Burns, Vice President Herkenroder, Councilperson Pfeiffer and Councilperson Worthing

Absent: 3 - Councilperson Lewis, Councilperson Murphy and Councilperson Winfrey-Carter

ROLL CALL

Councilperson Herkenroder left the meeting around 11:05 p.m.

Present: Councilperson: Councilperson Mays, Councilperson Lewis, Councilperson Priestley, Councilperson Burns, Councilperson Pfeiffer and Councilperson Worthing

Absent: Councilperson: Councilperson Murphy, Councilperson Winfrey-Carter and Councilperson Herkenroder

SEPARATED FROM MASTER RESOLUTION

Councilperson Mays, with support from Councilperson Priestley, made a motion to move all separations to the Tuesday, June 14, 2022, agenda. (A Special Meeting was called by Mayor Sheldon Neeley to present his American Rescue Plan Act (ARPA) to the Council).

220190.1 Amended Resolution/Approval/2022-2023 Annual Action Plan of the Consolidated Plan/U.S. Department of Housing and Urban Development (HUD)

Amended resolution resolving that City Officials to approve the funding amounts and projects and authorize entering into contracts for the agencies as listed for the City of Flint's FY2022-2023 Community Development Block Grant (CDBG) Program, in the estimated amount of \$4,005,334.00, FY2022-2023 HOME Investment Partnerships Program, in the estimated amount of \$945,793.00, and FY2022-2023 Emergency Solutions Grant (ESG) Program, in the estimated amount of \$334,935.00, and include any program income which might become available as a result of receipt of these funds. [NOTE: Resolution amended because the amounts were proportionately increased based on increased allocations to each fund.]

A motion was made by Councilperson Mays, seconded by Councilperson Priestley, that this matter be POSTPONED for June 14, 2022. The motion carried by the following vote:

Aye: 5 - Councilperson Mays, Councilperson Priestley, Councilperson Burns, Councilperson Pfeiffer and Councilperson Worthing

Absent: 4 - Councilperson Lewis, Councilperson Murphy, Councilperson Winfrey-Carter and Vice President Herkenroder

220217 Contract/Mid Michigan Roofing, LLC/Roof Replacement/City Hall/South Building

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to enter into a contract with Mid Michigan Roofing, LLC for roof replacement at the South Building at City Hall, in an amount NOT-TO-EXCEED \$289,700.00 for labor, materials, services and equipment, as well as an additional \$23,750.00 for vapor barrier repair and unknown damages, for an overall contract total NOT-TO-EXCEED \$303,236.00, as requested by Facilities Maintenance [Public Improvement Fund Acct. No. 444-230.200-976.000.]

A motion was made by Councilperson Mays, seconded by Councilperson Priestley, that this matter be POSTPONED for June 14, 2022. The motion carried by the following vote:

Aye: 5 - Councilperson Mays, Councilperson Priestley, Councilperson Burns, Councilperson Pfeiffer and Councilperson Worthing

Absent: 4 - Councilperson Lewis, Councilperson Murphy, Councilperson Winfrey-Carter and Vice President Herkenroder

220221 Budget Amendment/Transfer of Funds/FY2022 Fourth Quarter Budget Amendment

Resolution resolving that the appropriate city officials, upon City Council's approval, are hereby authorized to incorporate the approved appropriation changes into the FY2022 operating budget of the City of Flint. [NOTE: Adjustments are needed for repairs at the McKinley Center.]

A motion was made by Councilperson Mays, seconded by Councilperson Priestley, that this matter be POSTPONED for June 14, 2022. The motion carried by the following vote:

Aye: 5 - Councilperson Mays, Councilperson Priestley, Councilperson Burns, Councilperson Pfeiffer and Councilperson Worthing

Absent: 4 - Councilperson Lewis, Councilperson Murphy, Councilperson Winfrey-Carter and Vice President Herkenroder

220229.1 Amendment/Halt Sale, Eviction, Entry/House of Esther/Flint Freedom School Collaborative/Until September 30, 2022

Amended resolution resolving that the Flint City Council hereby asks the Administration to do all things necessary to halt the sale, eviction and entry of the House of Esther and the Flint Freedom School Collaborative until September 30, 2022, except for emergencies or normal maintenance. [NOTE: Resolution amended from "halt eviction" to "halt sale, eviction and entry" and from "60 days" to "September 30, 2022, except for emergencies or normal maintenance."]

A motion was made by Councilperson Mays that this matter be POSTPONED for June 14, 2022. The motion carried by the following vote:

Aye: 5 - Councilperson Mays, Councilperson Priestley, Councilperson Burns, Councilperson Pfeiffer and Councilperson Worthing

Absent: 4 - Councilperson Lewis, Councilperson Murphy, Councilperson Winfrey-Carter and Vice President Herkenroder

220199.1 Amendment/Budget Amendment/Transfer of Funds/U.S. Department of Treasury/American Rescue Plan Act/Coronavirus Local Fiscal Recovery Fund

Amended resolution resolving that the appropriate city officials, upon City Council's approval, are hereby authorized to do all things necessary to appropriate grant funding and abide by terms and conditions of the grant from the U.S. Department of Treasury for addressing the Public Health and Economic Impacts of the COVID-19 Public Health Emergency under Grant Code FUSDT-CSLFRF, in the amount of \$94,726,664.00, and to make available in subsequent fiscal years any remaining funds that are still available from the grantor, AND, resolving that every award, allocation, and/or expenditure of ARPA funds, arising after the adoption of this resolution, shall require the approval and authorization of the City Council, AND, resolving that this resolution supersedes any other allocation or disbursement of

ARPA funds, arising after the adoption of this resolution, by any means and under any claimed authority without specific approval and authorization by the City Council. [NOTE: Resolution was amended to take out the words "and the Mayor" in the sentence "City Council and the Mayor."]

A motion was made by Councilperson Mays, seconded by Councilperson Priestley, that this matter be POSTPONED for June 14, 2022. The motion carried by the following vote:

Aye: 5 - Councilperson Mays, Councilperson Priestley, Councilperson Burns, Councilperson Pfeiffer and Councilperson Worthing

Absent: 4 - Councilperson Lewis, Councilperson Murphy, Councilperson Winfrey-Carter and Vice President Herkenroder

220207 Settlement/Deirte Gilbert Tree Claim

Resolution resolving that the appropriate city officials are authorized to do all things necessary to pay Deirte Gilbert the sum of \$4,000.00, with payment drawn from appropriated funds in Suits & Settlement Acct. No. 677-266.200-662.500. [NOTE: A tree located in the right-of-way fell in front of Ms. Gilbert's residence and damaged her property.]

A motion was made by Councilperson Mays, seconded by Councilperson Priestley, that this matter be POSTPONED for June 14, 2022. The motion carried by the following vote:

Aye: 5 - Councilperson Mays, Councilperson Priestley, Councilperson Burns, Councilperson Pfeiffer and Councilperson Worthing

Absent: 4 - Councilperson Lewis, Councilperson Murphy, Councilperson Winfrey-Carter and Vice President Herkenroder

MOTION

Councilperson Mays, with support from Councilperson Worthing, made a motion to add Resolution No. 220228 (Resolution Declaring June LGBTQ+ Pride Month) to the 6-14-22 Special Meeting on ARPA. The vote was 6-0 (Absent: Murphy, Winfrey-Carter, Herkenroder).

RESOLUTIONS CONTINUED

220228 Recognition/June/LGBTQ+ Pride Month

Resolution resolving that the Mayor and City Council hereby recognize the month of June as LGBTQ+ Pride Month in the City of Flint in support of equal rights for all individuals without regard to sexual orientation of gender identity.

A motion was made by Councilperson Mays, seconded by Councilperson Worthing, that this matter be POSTPONED for June 14, 2022. The motion carried by the following vote:

Aye: 6 - Councilperson Mays, Councilperson Lewis, Councilperson Priestley, Councilperson Burns, Councilperson Pfeiffer and Councilperson Worthing

Absent: 3 - Councilperson Murphy, Councilperson Winfrey-Carter and Vice President Herkenroder

INTRODUCTION AND FIRST READING OF ORDINANCES

220225 Amendment/Ordinance/Chapter 50 (Zoning)

An ordinance to amend the Flint City Code of Ordinances by amending Chapter 50 (Zoning) and by repealing said Ordinance, and adopting Chapter 50 (Zoning), Articles 1 through 18, which will be known as the Zoning Code of the City of Flint, Michigan. [NOTE: This 749-page document replaces the entire Chapter 50 of the Flint City Code of Ordinances (zoning).]

A motion was made by Councilperson Pfeiffer, seconded by Councilperson Priestley, that this matter be ACKNOWLEDGED FOR FIRST READING. The motion carried by the following vote:

Aye: 5 - Councilperson Lewis, Councilperson Priestley, Councilperson Burns, Councilperson Pfeiffer and Councilperson Worthing

No: 1 - Councilperson Mays

Absent: 3 - Councilperson Murphy, Councilperson Winfrey-Carter and Vice President Herkenroder

SECOND READING AND ENACTMENT OF ORDINANCES

220166.1 Amendment/Ordinance/Chapter 30 (Nuisances)/Addition of Section 30-40 (Reckless Driving)

An amended ordinance to amend Chapter 30 (Nuisances) of the Code of the City of Flint by adding Section 30-40 (Reckless Driving). [NOTE Ordinance amended to remove the word "residential" so that ordinance applies to entire city.]

A motion was made by Councilperson Worthing, seconded by Councilperson Priestley, that this matter be PASSED. The motion carried by the following vote:

Aye: 5 - Councilperson Lewis, Councilperson Priestley, Councilperson Burns, Councilperson Pfeiffer and Councilperson Worthing

No: 1 - Councilperson Mays

Absent: 3 - Councilperson Murphy, Councilperson Winfrey-Carter and Vice President Herkenroder

ADJOURNMENT

Finance Committee Chairperson Tonya Burns adjourned this meeting at 11:42 p.m. after a motion by Councilperson Pfeiffer and support from Councilperson Worthing. The vote was 5-0 (Absent: Mays, Murphy, Winfrey-Carter, Herkenroder).

Respectfully transcribed & submitted,

Janell Johnson, Administrative Secretary to City Council

City of Flint, Michigan

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



Meeting Minutes - Draft

Tuesday, June 14, 2022

5:42 PM

*

Council Chambers

SPECIAL CITY COUNCIL

Allie Herkenroder, Vice President, Ward 7

*Eric Mays, Ward 1
Quincy Murphy, Ward 3
Jerri Winfrey-Carter, Ward 5
Dennis Pfeiffer, Ward 8*

*Ladel Lewis, Ward 2
Judy Priestley, Ward 4
Tonya Burns, Ward 6
Eva L. Worthing, Ward 9*

Inez M. Brown, City Clerk

Davina Donahue, Deputy Clerk

CALL TO ORDER

Council Vice President Allie Herkenroder called this meeting to order at 5:42 p.m.

ROLL CALL

Present: Councilperson Mays, Councilperson Lewis, Councilperson Murphy, Councilperson Priestley, Councilperson Burns, Vice President Herkenroder, Councilperson Pfeiffer and Councilperson Worthing

Absent: Councilperson Winfrey-Carter

PLEDGE OF ALLEGIANCE

Councilperson Dennis Pfeiffer led the Pledge of Allegiance.

PRAYER OR BLESSING

Councilperson Ladel Lewis gave the blessing.

MOTION TO ADOPT AGENDA

Councilperson Pfeiffer, with support from Councilperson Worthing, made a motion to adopt the agenda as written. The vote was 8-0 (Absent: Winfrey-Carter).

PUBLIC SPEAKING

Public Speaking was held.

SPECIAL ORDERS

220239 Special Order/Mayor Sheldon A. Neeley/Presentation of Proposed ARPA Plan

A Special Order to allow Mayor Sheldon A. Neeley to present his proposed American Rescue Plan Act (ARPA) plan to the Flint City Council,

Presented

MOTION TO RECESS

Councilperson Pfeiffer, with support from Councilperson Priestley, made a motion to recess for five minutes. The vote was 5-0 (Absent: Mays, Lewis, Winfrey-Carter, Worthing).

MOTION TO END SPECIAL ORDER

Councilperson Worthing, with support from Councilperson Lewis, made a motion to end the Special Order on ARPA. The vote was 7-0 (Absent: Mays, Winfrey-Carter).

CALL THE QUESTION

Before the vote on Resolution No. 220190.1, Councilperson Pfeiffer, with support from Councilperson Priestley, made a motion to Call the Question. The vote was 6-1 (No: Murphy). (Abstention: Mays). (Absent: Winfrey-Carter).

MOTION

In the middle of the vote for Resolution No. 220190.1, Councilperson Mays, with support from Councilperson Murphy, appealed the ruling of the Chair that he is not allowed to state a reason for abstention. The vote was 4-3 (No: Lewis, Murphy, Burns). (Abstention: Mays). (Absent: Winfrey-Carter).

RESOLUTIONS

220190.1 Amended Resolution/Approval/2022-2023 Annual Action Plan of the Consolidated Plan/U.S. Department of Housing and Urban Development (HUD)

Amended resolution resolving that City Officials to approve the funding amounts and projects and authorize entering into contracts for the agencies as listed for the City of Flint's FY2022-2023 Community Development Block Grant (CDBG) Program, in the estimated amount of \$4,005,334.00, FY2022-2023 HOME Investment Partnerships Program, in the estimated amount of \$945,793.00, and FY2022-2023 Emergency Solutions Grant (ESG) Program, in the estimated amount of \$334,935.00, and include any program income which might become available as a result of receipt of these funds. [NOTE: Resolution amended because the amounts were proportionately increased based on increased allocations to each fund.]

A motion was made by Councilperson Worthing, seconded by Councilperson Pfeiffer, that this matter be Adopted. The motion failed by the following vote:

Aye: 3 - Councilperson Priestley, Councilperson Pfeiffer and Councilperson Worthing

No: 1 - Councilperson Lewis

Abstain: 4 - Councilperson Mays, Councilperson Murphy, Councilperson Burns and Vice President Herkenroder

Absent: 1 - Councilperson Winfrey-Carter

220199.1 Amendment/Budget Amendment/Transfer of Funds/U.S. Department of Treasury/American Rescue Plan Act/Coronavirus Local Fiscal Recovery Fund

Amended resolution resolving that the appropriate city officials, upon City Council's approval, are hereby authorized to do all things necessary to appropriate grant funding and abide by terms and conditions of the grant from the U.S. Department of Treasury for addressing the Public Health and Economic Impacts of the COVID-19 Public Health Emergency under Grant Code FUSDT-CSLFRF, in the amount of \$94,726,664.00, and to make available in subsequent fiscal years any remaining funds that are still available from the grantor, AND, resolving that every award, allocation, and/or expenditure of ARPA funds, arising after the adoption of this resolution, shall require the approval and authorization of the City Council, AND, resolving that this resolution supersedes any other allocation or disbursement of ARPA funds, arising after the adoption of this resolution, by any means and under any claimed authority without specific approval and authorization by the City Council. [NOTE: Resolution was amended to take out the words "and the Mayor"]

in the sentence "City Council and the Mayor."]

A motion was made by Councilperson Priestley, seconded by Councilperson Mays, that this matter be Adopted. The motion carried by the following vote:

Aye: 8 - Councilperson Mays, Councilperson Lewis, Councilperson Murphy, Councilperson Priestley, Councilperson Burns, Vice President Herkenroder, Councilperson Pfeiffer and Councilperson Worthing

Absent: 1 - Councilperson Winfrey-Carter

MOTION

Councilperson Pfeiffer, with support from Councilperson Worthing, made a motion to Reconsider Resolution No. 220190.1. Councilperson Mays, with support from Councilperson Murphy, appealed, stating that a Reconsideration is not in order. The vote was 4-3 (No: Mays, Lewis, Burns). (Abstention: Murphy). (Absent: Winfrey-Carter).

ROLL CALL

Councilperson Worthing left at 9:44 p.m.

Present: Councilperson Mays, Councilperson Lewis, Councilperson Murphy, Councilperson Priestley, Councilperson Burns, Vice President Herkenroder and Councilperson Pfeiffer

Absent: Councilperson Winfrey-Carter and Councilperson Worthing

220207 Settlement/Deirte Gilbert Tree Claim

Resolution resolving that the appropriate city officials are authorized to do all things necessary to pay Deirte Gilbert the sum of \$4,000.00, with payment drawn from appropriated funds in Suits & Settlement Acct. No. 677-266.200-662.500. [NOTE: A tree located in the right-of-way fell in front of Ms. Gilbert's residence and damaged her property.]

A motion was made by Councilperson Murphy, seconded by Councilperson Priestley, that this matter be Adopted. The motion failed by the following vote:

Aye: 4 - Councilperson Priestley, Vice President Herkenroder, Councilperson Pfeiffer and Councilperson Worthing

No: 3 - Councilperson Mays, Councilperson Lewis and Councilperson Burns

Abstain: 1 - Councilperson Murphy

Absent: 1 - Councilperson Winfrey-Carter

220217 Contract/Mid Michigan Roofing, LLC/Roof Replacement/City Hall/South Building

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to enter into a contract with Mid Michigan Roofing, LLC for roof replacement at the South Building at City Hall, in an amount NOT-TO-EXCEED \$289,700.00 for labor, materials, services and equipment, as well as an additional \$23,750.00 for vapor barrier repair and unknown damages, for an overall contract total NOT-TO-EXCEED \$303,236.00, as requested by

Facilities Maintenance [Public Improvement Fund Acct. No. 444-230.200-976.000.]

A motion was made by Councilperson Priestley, seconded by Councilperson Murphy, that this matter be Adopted. The motion carried by the following vote:

Aye: 6 - Councilperson Mays, Councilperson Lewis, Councilperson Murphy, Councilperson Priestley, Vice President Herkenroder and Councilperson Pfeiffer

No: 1 - Councilperson Burns

Absent: 2 - Councilperson Winfrey-Carter and Councilperson Worthing

220221 Budget Amendment/Transfer of Funds/FY2022 Fourth Quarter Budget Amendment

Resolution resolving that the appropriate city officials, upon City Council's approval, are hereby authorized to incorporate the approved appropriation changes into the FY2022 operating budget of the City of Flint. [NOTE: Adjustments are needed for repairs at the McKinley Center.]

A motion was made by Councilperson Murphy, seconded by Councilperson Lewis, that this matter be Adopted. The motion carried by the following vote:

Aye: 5 - Councilperson Lewis, Councilperson Murphy, Councilperson Priestley, Vice President Herkenroder and Councilperson Pfeiffer

No: 1 - Councilperson Burns

Abstain: 1 - Councilperson Mays

Absent: 2 - Councilperson Winfrey-Carter and Councilperson Worthing

ROLL CALL

Councilperson Murphy and Councilperson Mays left the meeting at 10:18 p.m.

Present: Councilperson Lewis, Councilperson Priestley, Councilperson Burns, Vice President Herkenroder and Councilperson Pfeiffer

Absent: Councilperson Mays, Councilperson Murphy, Councilperson Winfrey-Carter and Councilperson Worthing

220229 Halt Eviction/House of Esther/Flint Freedom School Collaborative/60 Days

Resolution resolving that the Flint City Council hereby asks the Administration to do all things necessary to halt the eviction of the House of Esther and the Flint Freedom School Collaborative for 60 days from the date of the Council vote, May 18, 2022.

Adopted

Substituted

The motion was to amend Resolution No. 220229 to include "must provide liability insurance" to the previous motion to "halt the sale, eviction or entry until Sept. 30 unless for emergencies or normal maintenance."

A motion was made by Councilperson Priestley, seconded by Councilperson Burns, that this matter be Amended. The motion failed by the following vote:

Aye: 2 - Councilperson Priestley and Vice President Herkenroder

No: 3 - Councilperson Lewis, Councilperson Burns and Councilperson Pfeiffer

Absent: 4 - Councilperson Mays, Councilperson Murphy, Councilperson Winfrey-Carter and Councilperson Worthing

The vote is on the original motion to "halt the sale, eviction, entry (of House of Esther) until Sept. 30 except for emergencies and normal maintenance."

A motion was made by Councilperson Pfeiffer, seconded by Councilperson Burns, that this matter be Amended. The motion carried by the following vote:

Aye: 5 - Councilperson Lewis, Councilperson Priestley, Councilperson Burns, Vice President Herkenroder and Councilperson Pfeiffer

Absent: 4 - Councilperson Mays, Councilperson Murphy, Councilperson Winfrey-Carter and Councilperson Worthing

220229.1 Amendment/Halt Sale, Eviction, Entry/House of Esther/Flint Freedom School Collaborative/Until September 30, 2022

Amended resolution resolving that the Flint City Council hereby asks the Administration to do all things necessary to halt the sale, eviction and entry of the House of Esther and the Flint Freedom School Collaborative until September 30, 2022, except for emergencies or normal maintenance. [NOTE: Resolution amended from "halt eviction" to "halt sale, eviction and entry" and from "60 days" to "September 30, 2022, except for emergencies or normal maintenance."]

A motion was made by Councilperson Pfeiffer, seconded by Councilperson Burns, that this matter be Adopted. The motion carried by the following vote:

Aye: 5 - Councilperson Lewis, Councilperson Priestley, Councilperson Burns, Vice President Herkenroder and Councilperson Pfeiffer

Absent: 4 - Councilperson Mays, Councilperson Murphy, Councilperson Winfrey-Carter and Councilperson Worthing

220238 Recognition/June/LGBTQ+ Pride Month

Resolution resolving that the Mayor and City Council hereby recognize the month of June as LGBTQ+ Pride Month in the City of Flint in support of equal rights for all individuals without regard to sexual orientation or gender identity. [NOTE: Resolution No. 220228, a Resolution Declaring the Month of June LGBTQ+ Pride Month in the City of Flint, FAILED to move from Special Affairs to the City Council meeting on June 13, 2022; however, an amendment to change wording in Paragraph 3 did pass. The amended resolution is included on this agenda as the result of a Council vote. It has been renumbered for administrative purposes.]

The motion was to amend Resolution No. 220238 to remove the words "to secure formal legislation prohibiting" in the 3rd paragraph.

A motion was made by Councilperson Lewis, seconded by Councilperson Burns, that this matter be Amended. The motion carried by the following vote:

Aye: 5 - Councilperson Lewis, Councilperson Priestley, Councilperson Burns, Vice President Herkenroder and Councilperson Pfeiffer

Absent: 4 - Councilperson Mays, Councilperson Murphy, Councilperson Winfrey-Carter and Councilperson Worthing

220238.1 Amendment/Recognition/June/LGBTQ+ Pride Month

Amended resolution resolving that the Mayor and City Council hereby recognize the month of June as LGBTQ+ Pride Month in the City of Flint in support of equal rights for all individuals without regard to sexual orientation or gender identity. [NOTE: Resolution No. 220228, a Resolution Declaring the Month of June LGBTQ+ Pride Month in the City of Flint, FAILED to move from Special Affairs to the City Council meeting on June 13, 2022; however, an amendment to change wording in Paragraph 3 did pass. The amended resolution is included on this agenda as the result of a Council vote. It has been renumbered for administrative purposes.] [NOTE: Resolution amended to remove the words "to secure formal legislation prohibiting" in the 3rd paragraph.]

A motion was made by Councilperson Pfeiffer, seconded by Councilperson Lewis, that this matter be Adopted. The motion carried by the following vote:

Aye: 5 - Councilperson Lewis, Councilperson Priestley, Councilperson Burns, Vice President Herkenroder and Councilperson Pfeiffer

Absent: 4 - Councilperson Mays, Councilperson Murphy, Councilperson Winfrey-Carter and Councilperson Worthing

ADJOURNMENT

Council Vice President Allie Herkenroder adjourned his Special Council meeting at 11:19 p.m., after a motion by Councilperson Priestley, and a second by Councilperson Lewis. The vote was 5-0 (Absent: Mays, Murphy, Winfrey-Carter, Worthing).

Respectfully transcribed & submitted,

Janell Johnson, City Council Secretary

City of Flint, Michigan

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



Meeting Minutes - Draft

Wednesday, June 15, 2022

5:38 PM

*

Council Chambers

SPECIAL CITY COUNCIL

Allie Herkenroder, Vice President, Ward 7

*Eric Mays, Ward 1
Quincy Murphy, Ward 3
Jerri Winfrey-Carter, Ward 5
Dennis Pfeiffer, Ward 8*

*Ladel Lewis, Ward 2
Judy Priestley, Ward 4
Tonya Burns, Ward 6
Eva L. Worthing, Ward 9*

Inez M. Brown, City Clerk

Davina Donahue, Deputy Clerk

CALL TO ORDER

Council Vice President Allie Herkenroder called this meeting to order at 5:38 p.m.

ROLL CALL

Present: Councilperson Mays, Councilperson Lewis, Councilperson Murphy, Councilperson Priestley, Councilperson Burns, Vice President Herkenroder, Councilperson Pfeiffer and Councilperson Worthing

Absent: Councilperson Winfrey-Carter

PLEDGE OF ALLEGIANCE

Councilperson Pfeiffer led the Pledge of Allegiance.

PRAYER OR BLESSING

Councilperson Judy Priestley gave the blessing.

MOTION TO APPEAL

Councilperson Mays, with support from Councilperson Pfeiffer, appealed the ruling of the chair that the meeting is lawful. Discussion ensued about whether to continue or not, because the notice for the meeting was not posted on the city's web site. Assistant City Attorney Joanne Gurley ruled that the Council can listen to the presentation on the Drinking Water Revolving Fund projects, and hold the Public Hearing, but could not vote. Since the Council was told it could not vote, Vice President Herkenroder dropped the appeal without objection.

ROLL CALL

After the ruling on the legality of the meeting, Councilpersons Mays, Burns and Pfeiffer left the meeting.

Present: Councilperson Lewis, Councilperson Murphy, Councilperson Priestley, Vice President Herkenroder and Councilperson Worthing

Absent: Councilperson Mays, Councilperson Winfrey-Carter, Councilperson Burns and Councilperson Pfeiffer

PRESENTATION - DRINKING WATER SYSTEM IMPROVEMENTS

Presented

PUBLIC HEARINGS

220240.6 Public Hearing/Drinking Water System Improvements/2023 Drinking Water State Revolving Fund (DWSRF) Project Plan

A Public Hearing to present and received comment on the City of Flint's FY2023 Drinking Water State Revolving Fund (DWSRF) Project Plan for the Cedar Street Reservoir and Pump Station Rehabilitation and Northwest Transmission Main Replacements.

HEARING HELD**MEETING ADJOURNED DUE TO LACK OF A QUORUM**

All remaining Councilmembers left after the Public Hearing, thereby causing lack of a quorum at 7:31 p.m.

RESOLUTIONS

220240 Final Project Plan/Drinking Water System Improvements/Authorized Project Representative

Resolution resolving that the City of Flint formally adopts a [drinking water system improvements] Project Plan [which recommends the rehabilitation of the Cedar Street Pumping Station and reservoir and replacement of 6,700 linear feet of the Northwest Transmission Water Main], and agrees to implement the selected alternative (Alternative 4 - Improving Existing Infrastructure), AND, resolving that the City of Flint Public Works Director, a position currently held by Michael J. Brown, is designated as the authorized representative for all activities associated with the Project. This includes the submittal of the Project Plan as the first step in applying to the State of Michigan for a Drinking Water State Revolving Fund (DWSRF) Loan to assist in the implementation of the selected alternative.

POSTPONED**ADJOURNMENT**

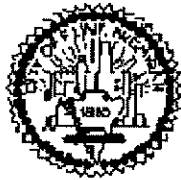
The meeting adjourned at 7:31 p.m. due to lack of a quorum.

Respectfully transcribed & submitted,

Janell Johnson, Administrative Secretary to City Council

City of Flint, Michigan

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



Meeting Minutes - Draft

Monday, June 27, 2022

9:06 PM

*

Council Chambers

CITY COUNCIL

Allie Herkenroder, Vice President, Ward 7

*Eric Mays, Ward 1
Quincy Murphy, Ward 3
Jerri Winfrey-Carter, Ward 5
Dennis Pfeiffer, Ward 8*

*Ladel Lewis, Ward 2
Judy Priestley, Ward 4
Tonya Burns, Ward 6
Eva L. Worthing, Ward 9*

Inez M. Brown, City Clerk

Davina Donahue, Deputy Clerk

CALL TO ORDER

Council Vice President Allie Herkenroder called this meeting to order at 9:06 p.m.

ROLL CALL

Present: Councilperson: Councilperson Mays, Councilperson Lewis, Councilperson Murphy, Councilperson Priestley, Councilperson Winfrey-Carter, Councilperson Burns, Herkenroder, Councilperson Pfeiffer and Councilperson Worthing

PLEDGE OF ALLEGIANCE

Councilperson Quincy Murphy led the Pledge of Allegiance.

PRAYER OR BLESSING

Councilperson Judy Priestley gave the blessing.

PUBLIC SPEAKING

Public Speaking was held.

COMMUNICATIONS (from Mayor and other City Officials)

220261 Press Release/Genesee County Metropolitan Planning Commission/County-Wide Recycle Day Collection Event

Press Release received June 13, 2022, from the Genesee County Metropolitan Planning Commission, re: The next county-wide Recycle Day collection event for hard-to-recycle items is Tuesday, June 21, 2022, from 2 until 6 p.m., at Carman-Ainsworth Middle School.

This Matter was Placed on File on the Consent Agenda.

220262 Traffic Engineering/Closure Permits

Sidewalk, Lane and Street Closure permits (5) dated May and June 2022, for requested activities/events, with noted responsibility for the placement of the required traffic control devices, and/or personnel, for the protection of traffic and event participants.

This Matter was Placed on File on the Consent Agenda.

APPOINTMENTS (May be Referred from Special Affairs)

220259 Appointment/Building Code Board of Appeals/John R. Smith

Resolution resolving that the Flint City Council approves the appointment of John R. Smith, Jr. (SOM Fire Marshal Inspector, 3601 Ogema Avenue, Flint, Michigan, 48507) to serve on the Building Code Board of Appeals for a one-year term, commencing upon resolution approval and expiring March 1, 2023, as

recommended by Mayor Sheldon A. Neeley.

A motion was made by Councilperson Pfeiffer, seconded by Councilperson Priestley, that this matter be Approved. The motion carried by the following vote:

Aye: 8 - Councilperson Mays, Councilperson Lewis, Councilperson Murphy, Councilperson Priestley, Councilperson Winfrey-Carter, Vice President Herkenroder, Councilperson Pfeiffer and Councilperson Worthing

Absent: 1 - Councilperson Burns

ROLL CALL

Councilperson Murphy left around 10:24 p.m.

Present: Councilperson: Councilperson Mays, Councilperson Lewis, Councilperson Priestley, Councilperson Winfrey-Carter, Councilperson Burns, Herkenroder, Councilperson Pfeiffer and Councilperson Worthing

Absent: Councilperson: Councilperson Murphy

RECONSIDERATION

220190.1 Amended Resolution/Approval/2022-2023 Annual Action Plan of the Consolidated Plan/U.S. Department of Housing and Urban Development (HUD)

Amended resolution resolving that City Officials to approve the funding amounts and projects and authorize entering into contracts for the agencies as listed for the City of Flint's FY2022-2023 Community Development Block Grant (CDBG) Program, in the estimated amount of \$4,005,334.00, FY2022-2023 HOME Investment Partnerships Program, in the estimated amount of \$945,793.00, and FY2022-2023 Emergency Solutions Grant (ESG) Program, in the estimated amount of \$334,935.00, and include any program income which might become available as a result of receipt of these funds. [NOTE: Resolution amended because the amounts were proportionately increased based on increased allocations to each fund.]

A motion was made by Councilperson Priestley, seconded by Councilperson Worthing, that this matter be RECONSIDERED. The motion carried by the following vote:

Aye: 6 - Councilperson Lewis, Councilperson Murphy, Councilperson Priestley, Vice President Herkenroder, Councilperson Pfeiffer and Councilperson Worthing

Abstain: 2 - Councilperson Mays and Councilperson Winfrey-Carter

Absent: 1 - Councilperson Burns

RESOLUTIONS

220190.1 Amended Resolution/Approval/2022-2023 Annual Action Plan of the Consolidated Plan/U.S. Department of Housing and Urban Development (HUD)

Amended resolution resolving that City Officials to approve the funding amounts and projects and authorize entering into contracts for the agencies as listed for

the City of Flint's FY2022-2023 Community Development Block Grant (CDBG) Program, in the estimated amount of \$4,005,334.00, FY2022-2023 HOME Investment Partnerships Program, in the estimated amount of \$945,793.00, and FY2022-2023 Emergency Solutions Grant (ESG) Program, in the estimated amount of \$334,935.00, and include any program income which might become available as a result of receipt of these funds. [NOTE: Resolution amended because the amounts were proportionately increased based on increased allocations to each fund.]

Adopted**Substituted**

The motion was to move \$40,000.00 from Cronin Derby Downs Rehab and to give \$20,000.00 each to MADE Institute and Asbury Church. The motion failed 0-6 (No: Mays, Lewis, Priestley, Winfrey-Carter, Pfeiffer, Worthing). (Abstention: Herkenroder). (Absent: Murphy, Burns).

Amended

A motion was made by Councilperson Worthing, seconded by Councilperson Priestley, that this matter be Adopted. The motion carried by the following vote:

Aye: 5 - Councilperson Lewis, Councilperson Priestley, Councilperson Winfrey-Carter, Councilperson Pfeiffer and Councilperson Worthing

Abstain: 3 - Councilperson Mays, Councilperson Burns and Vice President Herkenroder

Absent: 1 - Councilperson Murphy

220242**Modern Concrete/Ready-Mix Concrete**

Resolution resolving that the Division of Purchases & Supplies, upon City Council's approval, is hereby authorized to issue a purchase order and extend the services with Modern Concrete to provide ready-mix concrete, in an amount NOT-TO-EXCEED \$292,700.00, [which includes a ten (10)-percent increase over FY2021.] as requested by Transportation [Major Street Fund Supplies Acct. No. 202-449.200-752.000 = \$3,000.00; Local Street Fund Supplies Acct. No. 203-449.203-752.000 = \$5,000.00; Major Street Fund Supplies Acct. No. 202-449.201-752.000 = \$10,000.00; Local Street Fund Supplies Acct. No. 203-449.201-752.000 = \$12,000.00; Major Street Fund Supplies Acct. No. 202-449.200-752.000 = \$2,700.00; Local Street Fund Supplies Acct. No. 203-449.200-752.000 = \$200,000.00; Major Street Fund Supplies Acct. No. 202-449.211-752.000 = \$20,000.00; Local Street Fund Supplies Acct. No. 203-449.211-752.000 = \$25,000.00; and Sewer Fund Supplies Acct. No. 590-540.208-752.000 = \$15,000.00.]

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

220243**Ace-Saginaw Paving Co./Asphalt Paving Materials**

Resolution resolving that the Division of Purchasing & Supplies, is hereby authorized to issue a purchase order to Ace Saginaw Paving Co. for asphalt paving materials, in an amount NOT-TO-EXCEED \$1,371,500.00, as requested by

DPW [Major Street Asphalt Fund Acct. No. 202-449.201-782.000 = \$95,000.00, Local Street Asphalt Fund Acct. No. 203-449.201-782.000 = \$1,150,000.00; Major Street Asphalt Fund Acct. No. 202-449.203-782.000 = \$13,500.00, Local Street Asphalt Fund Acct. No. 203-449.203-782.000 = \$12,000.00; Major Street Asphalt Fund Acct. No. 202-449.211-782.000 = \$12,000.00, Local Street Asphalt Fund Acct. No. 203-449.211-782.000 = \$9,000.00; Sewer Fund Acct. No. 590-540.208-782.000 = \$30,000.00, and Water Fund Acct. No. 591-540.202-782.000 = \$50,000.00.]

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

220244 CO#1/Hurley Medical Center/Employee Occupational Services

Resolution resolving that the appropriate city officials, upon City Council's approval, are to do all things necessary to issue Change Order No. 1 to Hurley Medical Center [for occupational health services pertinent to the pre-employment health testing for City of Flint employees], as requested by Human Resources, in an amount NOT TO EXCEED \$40,000.00, and an aggregate total of \$120,000.00 [Fringe Benefit Fund Acct. No. 627-270.300-835.000.]

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

220245 Contract/Lighthouse Insurance Group//Excess Workers' Compensation Insurance Coverage

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to enter into a contract with Lighthouse Insurance Group to provide the city with excess Workers' Compensation Insurance coverage through Midwest Employers Insurance Co. at a premium cost amount NOT-TO-EXCEED \$112,427.00 for the period July 1, 2022, to June 30, 2023, as requested by Finance [Self-Insurance Fund Acct. No. 677-267.651-955.000.]

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

220246 Contract/Inliner Solutions, LLC/Storm and Sewer Re-lining Services

Resolution resolving that the proper city officials, upon City Council's approval, are authorized to do all things necessary to enter into a contract with Inliner Solutions, LLC for storm and sewer re-lining services for an additional year, as requested by the Water Service Center (WSC), in an amount NOT-TO-EXCEED \$2,300,000.00 [Sewer Fund Capital Improvement Acct. No. 590-540.300-801.000.]

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

220247 CO#2/Contract/Lasercom, LLC/Additional Postage Costs

Resolution resolving that the appropriate city officials, upon City Council's

approval, are authorized to do all things necessary to enter into Change Order No. 2 to the contract with Lasercom, LLC to provide additional postage for the mailing of water and shut-off notices for FY2022, in the amount of \$20,000.00, for an aggregate a FY2022 total amount of \$193,590.00 under the same terms and conditions [General Fund Acct. No. 101-253.200-902.000 = \$7,000.00; Acct. No. 101-253.202-902.000 = \$6,500.00; and Acct. No. 101-253.203-902.000 = \$6,500.00.]

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

220248 CO#1/Contract/EJ USA, Inc./Additional Fire Hydrants, Catch Basin Grates & Manhole Covers

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to issue Change Order No. 1 to the contract with EJ USA, Inc. to provide additional fire hydrants, catch basin grates and manhole covers, as requested by the Water Service Center, in an amount NOT-TO-EXCEED \$28,500.00, for an aggregate total NOT-TO-EXCEED \$148,500.00 [Water Fund Acct. No. 591-540.202-752.000.]

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

220250 Memorandum of Understanding (MOU)/City of Flint/Flint Fire Fighters' Union Local 352 IAFF, AFL-CIO

Resolution resolving that the Flint City Council approves the Memorandum of Agreement (MOA) between the City of Flint and the Flint Fire Fighters' Union, Local 352 IAFF, AFL-CIO, permitting the Flint Fire Chief to consider for rehire former firefighters, in accordance with the April 26, 2022, MOU. [NOTE: The City of Flint and the Flint Fire Fighters' Union are negotiating a new Collective Bargaining Agreement and entered into a MOU on April 26, 2022, to memorialize the agreement. Under the MOU, there is a vacant firefighter's position and, if a former firefighter meets the stipulated conditions, the Fire Chief has sole discretion, reconsider Letters of Application from former firefighters in accordance with the MOU guidelines. The MOU shall expire upon ratification of a new Collective Bargaining Agreement (CBA).]

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

220251 Memorandum of Understanding (MOU)/City of Flint/Flint Fire Fighters' Union Local 352 IAFF, AFL-CIO/City & Classification Credit/Four Former Employees

Resolution resolving that the Flint City Council approves the Memorandum of Agreement (MOA) between the City of Flint and the Flint Fire Fighters' Union, Local 352 IAFF, AFL-CIO, on rehiring former Flint Fire Department employees Stacy Clark, Tetral Wright, Lawrence Edwards and James Fitzpatrick, and provide them with credit for scale placement and step advancement purposes only, their previous city and classification seniority rounded down to the beginning of the last achieved step before prior employment ended, in accordance with the May 5, 2022, Memorandum of Understanding (MOU).

[NOTE: The City of Flint and the Flint Fire Fighters' Union are negotiating a new Collective Bargaining Agreement and entered into a MOU on April 26, 2022, to memorialize the agreement. The city and the union have tentatively agreed to provisions governing reconsideration of former Fire Department employees for rehire.]

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

220252

Resolution of Support/Donation/Wanco-Radar Speed Trailers/Consumers Energy

Resolution resolving that the Flint City Council wishes to do all things necessary to support the donation of two (2) Wanco Radar speed trailers by Consumers Energy. [NOTE: The speed trailers are valued at \$10,000.00 each, for a total donation of \$20,000.00.]

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

Passed The Consent Agenda

A motion was made by Councilperson Pfeiffer, seconded by Councilperson Priestley, including all the preceding items marked as having been adopted on a Consent Agenda. The motion carried by the following vote:

Aye: 8 - Councilperson Mays, Councilperson Lewis, Councilperson Priestley, Councilperson Winfrey-Carter, Councilperson Burns, Vice President Herkenroder, Councilperson Pfeiffer and Councilperson Worthing

Absent: 1 - Councilperson Murphy

INTRODUCTION AND FIRST READING OF ORDINANCES

220253

Amendment/Ordinance/Chapter 18 (Taxation; Funds; Purchasing)/Article I (In General)/Section 18-4.1 (Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons)

An ordinance to amend the Code of the City of Flint by amending Chapter 18, (Taxation; Funds; Purchasing); Article I, (In General); Section 18-4.1, (Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons) shall be amended by adding subsection (OO). [NOTE: The PILOT is for Mach 1 Limited Dividend Housing Association, LLC, to own and operate a housing project identified as Howard Estates. The annual service charge for the class of persons of low and moderate income shall be equal to three (3) percent of the annual shelter rents, exclusive of charges for gas, electricity, heat or other utilities furnished to the occupants.]

A motion was made by Councilperson Lewis, seconded by Councilperson Priestley, that this matter be ACKNOWLEDGED FOR FIRST READING. The motion carried by the following vote:

Aye: 7 - Councilperson Mays, Councilperson Lewis, Councilperson Priestley, Councilperson Winfrey-Carter, Councilperson Burns, Councilperson Pfeiffer and Councilperson Worthing

Absent: 2 - Councilperson Murphy and Vice President Herkenroder

220254 Amendment/Ordinance/Chapter 18 (Taxation; Funds; Purchasing)/Article I (In General)/Section 18-4.1 (Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons)

An ordinance to amend the Code of the City of Flint by amending Chapter 18, (Taxation; Funds; Purchasing); Article I, (In General); Section 18-4.1, (Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons) shall be amended by adding subsection (PP). [NOTE: The PILOT is for Mach 1 Limited Dividend Housing Association, LLC, to own and operate a housing project identified as Centerview Apartments. The annual service charge for the class of persons of low and moderate income shall be equal to three (3) percent of the annual shelter rents, exclusive of charges for gas, electricity, heat or other utilities furnished to the occupants.]

A motion was made by Councilperson Pfeiffer, seconded by Councilperson Priestley, that this matter be ACKNOWLEDGED FOR FIRST READING. The motion carried by the following vote:

Aye: 7 - Councilperson Lewis, Councilperson Priestley, Councilperson Winfrey-Carter, Councilperson Burns, Vice President Herkenroder, Councilperson Pfeiffer and Councilperson Worthing

Absent: 2 - Councilperson Mays and Councilperson Murphy

220255 Amendment/Ordinance/Chapter 18 (Taxation; Funds; Purchasing)/Article I (In General)/Section 18-4.1 (Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons)

An ordinance to amend the Code of the City of Flint by amending Chapter 18, (Taxation; Funds; Purchasing); Article I, (In General); Section 18-4.1, (Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons) shall be amended by adding subsection (QQ). [NOTE: The PILOT is for Mach 1 Limited Dividend Housing Association, LLC, to own and operate a housing project identified as Aldridge Place Apartments. The annual service charge for the class of persons of low and moderate income shall be equal to three (3) percent of the annual shelter rents, exclusive of charges for gas, electricity, heat or other utilities furnished to the occupants.]

A motion was made by Councilperson Pfeiffer, seconded by Councilperson Priestley, that this matter be ACKNOWLEDGED FOR FIRST READING. The motion carried by the following vote:

Aye: 7 - Councilperson Lewis, Councilperson Priestley, Councilperson Winfrey-Carter, Councilperson Burns, Vice President Herkenroder, Councilperson Pfeiffer and Councilperson Worthing

Absent: 2 - Councilperson Mays and Councilperson Murphy

220256 Amendment/Ordinance/Chapter 18 (Taxation; Funds; Purchasing)/Article I (In General)/Section 18-4.1 (Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons)

An ordinance to amend the Code of the City of Flint by amending Chapter 18, (Taxation; Funds; Purchasing); Article I, (In General); Section 18-4.1, (Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons) shall be amended by adding subsection (RR). [NOTE: The PILOT is for Mach 1 Limited Dividend Housing Association, LLC, to own and operate a housing project identified as Mince Manor. The annual service charge for the class of persons of low and moderate income shall be equal to three (3) percent of the annual shelter rents, exclusive of charges for gas, electricity, heat or other utilities furnished to the occupants.]

A motion was made by Councilperson Priestley, seconded by Councilperson Lewis, that this matter be ACKNOWLEDGED FOR FIRST READING. The motion carried by the following vote:

Aye: 7 - Councilperson Lewis, Councilperson Priestley, Councilperson Winfrey-Carter, Councilperson Burns, Vice President Herkenroder, Councilperson Pfeiffer and Councilperson Worthing

Absent: 2 - Councilperson Mays and Councilperson Murphy

ADJOURNMENT

Vice President Allie Herkenroder adjourned this meeting at 11:12 p.m. after a motion by Councilperson Pfeiffer and support from Councilperson Worthing. The vote was 7-0 (Absent: Mays, Murphy).

Respectfully transcribed & submitted,

Janell Johnson, Administrative Secretary to City Council

City of Flint, Michigan

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



Meeting Minutes - Draft

Monday, July 11, 2022

8:42 PM

Council Chambers

CITY COUNCIL

Allie Herkenroder, Vice President, Ward 7

*Eric Mays, Ward 1
Quincy Murphy, Ward 3
Jerri Winfrey-Carter, Ward 5
Dennis Pfeiffer, Ward 8*

*Ladel Lewis, Ward 2
Judy Priestley, Ward 4
Tonya Burns, Ward 6
Eva L. Worthing, Ward 9*

Inez M. Brown, City Clerk

Davina Donahue, Deputy Clerk

CALL TO ORDER

Vice President Allie Herkenroder called this meeting to order at 8:42 p.m.

ROLL CALL

Present: Councilperson: Councilperson Mays, Councilperson Lewis, Councilperson Murphy, Councilperson Priestley, Councilperson Winfrey-Carter, Councilperson Burns, Herkenroder and Councilperson Pfeiffer

Absent: Councilperson: Councilperson Worthing

PLEDGE OF ALLEGIANCE

Councilperson Dennis Pfeiffer led the Pledge of Allegiance.

PRAYER OR BLESSING

Councilperson Ladel Lewis gave the Blessing.

PUBLIC HEARINGS

220222.6 Resolution No. 220222.1

A Public Hearing on Resolution No. 220222.1, a resolution to approve the City of Flint Brownfield Redevelopment Authority Brownfield Plan for the Carriage Town Neighborhood project, located at 412, 417 and 427 West Second Avenue. All aspects of the Brownfield Redevelopment Authority Brownfield Plan are open for discussion at the Public Hearing. [NOTE: The Brownfield Plan is available for public inspection in the City Clerk's Office at Flint City Hall.]

HEARING HELD

220225.6 Ordinance No. 220225

A Public Hearing on Ordinance 220225, an ordinance to amend the Flint City Code of Ordinances by amending Chapter 50 (Zoning) and by repealing said Ordinance, and adopting Chapter 50 (Zoning), Articles 1 through 18, which will be known as the Zoning Code of the City of Flint, Michigan. [NOTE: This 749-page document replaces the entire Chapter 50 of the Flint City Code of Ordinances (zoning).]

HEARING HELD

220253.6 Ordinance 220253

A Public Hearing on Ordinance No. 220253, an ordinance to amend the Code of the City of Flint by amending Chapter 18, (Taxation; Funds; Purchasing); Article I, (In General); Section 18-4.1, (Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons) shall be amended by adding subsection (OO). [NOTE: The PILOT is for Mach 1 Limited Dividend Housing Association, LLC, to own and operate a housing project identified as Howard Estates. The annual service charge

for the class of persons of low and moderate income shall be equal to three (3) percent of the annual shelter rents, exclusive of charges for gas, electricity, heat or other utilities furnished to the occupants.]

HEARING HELD

ORDINANCES

220253 Amendment/Ordinance/Chapter 18 (Taxation; Funds; Purchasing)/Article I (In General)/Section 18-4.1 (Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons)

An ordinance to amend the Code of the City of Flint by amending Chapter 18, (Taxation; Funds; Purchasing); Article I, (In General); Section 18-4.1, (Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons) shall be amended by adding subsection (OO). [NOTE: The PILOT is for Mach 1 Limited Dividend Housing Association, LLC, to own and operate a housing project identified as Howard Estates. The annual service charge for the class of persons of low and moderate income shall be equal to three (3) percent of the annual shelter rents, exclusive of charges for gas, electricity, heat or other utilities furnished to the occupants.]

A motion was made by Councilperson Mays, seconded by Councilperson Murphy, that this matter be PASSED. The motion carried by the following vote:

Aye: 8 - Councilperson Mays, Councilperson Lewis, Councilperson Murphy, Councilperson Priestley, Councilperson Winfrey-Carter, Councilperson Burns, Vice President Herkenroder and Councilperson Pfeiffer

Absent: 1 - Councilperson Worthing

PUBLIC HEARINGS CONTINUED

220254.6 Ordinance No. 220254

A Public Hearing on Ordinance No. 220254, an ordinance to amend the Code of the City of Flint by amending Chapter 18, (Taxation; Funds; Purchasing); Article I, (In General); Section 18-4.1, (Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons) shall be amended by adding subsection (PP). [NOTE: The PILOT is for Mach 1 Limited Dividend Housing Association, LLC, to own and operate a housing project identified as Centerview Apartments. The annual service charge for the class of persons of low and moderate income shall be equal to three (3) percent of the annual shelter rents, exclusive of charges for gas, electricity, heat or other utilities furnished to the occupants.]

HEARING HELD

ORDINANCES CONTINUED

220254 Amendment/Ordinance/Chapter 18 (Taxation; Funds; Purchasing)/Article I (In General)/Section 18-4.1 (Service Charge in Lieu of Taxes for Housing Facilities

for Certain Persons)

An ordinance to amend the Code of the City of Flint by amending Chapter 18, (Taxation; Funds; Purchasing); Article I, (In General); Section 18-4.1, (Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons) shall be amended by adding subsection (PP). [NOTE: The PILOT is for Mach 1 Limited Dividend Housing Association, LLC, to own and operate a housing project identified as Centerview Apartments. The annual service charge for the class of persons of low and moderate income shall be equal to three (3) percent of the annual shelter rents, exclusive of charges for gas, electricity, heat or other utilities furnished to the occupants.]

A motion was made by Councilperson Lewis, seconded by Councilperson Priestley, that this matter be PASSED. The motion carried by the following vote:

Aye: 7 - Councilperson Lewis, Councilperson Murphy, Councilperson Priestley, Councilperson Winfrey-Carter, Councilperson Burns, Vice President Herkenroder and Councilperson Pfeiffer

Abstain: 1 - Councilperson Mays

Absent: 1 - Councilperson Worthing

PUBLIC HEARINGS CONTINUED

220255.6 Ordinance No. 220255

A Public Hearing on Ordinance No. 220255, an ordinance to amend the Code of the City of Flint by amending Chapter 18, (Taxation; Funds; Purchasing); Article I, (In General); Section 18-4.1, (Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons) shall be amended by adding subsection (QQ). [NOTE: The PILOT is for Mach 1 Limited Dividend Housing Association, LLC, to own and operate a housing project identified as Aldridge Place Apartments. The annual service charge for the class of persons of low and moderate income shall be equal to three (3) percent of the annual shelter rents, exclusive of charges for gas, electricity, heat or other utilities furnished to the occupants.]

HEARING HELD

ORDINANCES CONTINUED

220255 Amendment/Ordinance/Chapter 18 (Taxation; Funds; Purchasing)/Article I (In General)/Section 18-4.1 (Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons)

An ordinance to amend the Code of the City of Flint by amending Chapter 18, (Taxation; Funds; Purchasing); Article I, (In General); Section 18-4.1, (Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons) shall be amended by adding subsection (QQ). [NOTE: The PILOT is for Mach 1 Limited Dividend Housing Association, LLC, to own and operate a housing project identified as Aldridge Place Apartments. The annual service charge for the class of persons

of low and moderate income shall be equal to three (3) percent of the annual shelter rents, exclusive of charges for gas, electricity, heat or other utilities furnished to the occupants.]

A motion was made by Councilperson Murphy, seconded by Councilperson Lewis, that this matter be PASSED. The motion carried by the following vote:

Aye: 8 - Councilperson Mays, Councilperson Lewis, Councilperson Murphy, Councilperson Priestley, Councilperson Winfrey-Carter, Councilperson Burns, Vice President Herkenroder and Councilperson Pfeiffer

Absent: 1 - Councilperson Worthing

PUBLIC HEARINGS CONTINUED

220256.6 Ordinance No. 220256

A Public Hearing for Ordinance No. 220256, an ordinance to amend the Code of the City of Flint by amending Chapter 18, (Taxation; Funds; Purchasing); Article I, (In General); Section 18-4.1, (Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons) shall be amended by adding subsection (RR). [NOTE: The PILOT is for Mach 1 Limited Dividend Housing Association, LLC, to own and operate a housing project identified as Mince Manor. The annual service charge for the class of persons of low and moderate income shall be equal to three (3) percent of the annual shelter rents, exclusive of charges for gas, electricity, heat or other utilities furnished to the occupants.]

HEARING HELD

ORDINANCES CONTINUED

220256 Amendment/Ordinance/Chapter 18 (Taxation; Funds; Purchasing)/Article I (In General)/Section 18-4.1 (Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons)

An ordinance to amend the Code of the City of Flint by amending Chapter 18, (Taxation; Funds; Purchasing); Article I, (In General); Section 18-4.1, (Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons) shall be amended by adding subsection (RR). [NOTE: The PILOT is for Mach 1 Limited Dividend Housing Association, LLC, to own and operate a housing project identified as Mince Manor. The annual service charge for the class of persons of low and moderate income shall be equal to three (3) percent of the annual shelter rents, exclusive of charges for gas, electricity, heat or other utilities furnished to the occupants.]

A motion was made by Councilperson Priestley, seconded by Councilperson Murphy, that this matter be PASSED. The motion carried by the following vote:

Aye: 8 - Councilperson Mays, Councilperson Lewis, Councilperson Murphy, Councilperson Priestley, Councilperson Winfrey-Carter, Councilperson Burns, Vice President Herkenroder and Councilperson Pfeiffer

Absent: 1 - Councilperson Worthing

PUBLIC SPEAKING

Public Speaking was held.

PETITIONS AND UNOFFICIAL COMMUNICATIONS

220275 Entire Tribunal Property Tax Petition/Michigan Tax Tribunal/Waterfront Capital, LLC v City of Flint/MOHR Docket No. 22-001746

Communication dated June 22, 2022, re: Entire Tribunal Property Tax Petition and Proof of Service filed with the Michigan Tax Tribunal by Waterfront Capital, LLC, Inc regarding Parcel No. 47-33-302-006.

This Matter was Placed on File on the Consent Agenda.

220276 Mahekal Properties, LLC v City of Flint/MTT Docket No. 22-001200-TT

Communication received June 2022, re: Proof of Service and Petition filed with the Michigan Tax Tribunal by Mahekal Properties, LLC, regarding Parcel No. 41-21-351-050.

This Matter was Placed on File on the Consent Agenda.

220277 Hoxton Properties, LLC v City of Flint/MTT Docket No. 22-001230-TT

Communication received June 2022, re: Proof of Service and Petition filed with the Michigan Tax Tribunal by Hoxton Properties, LLC, regarding Parcel Nos. 46-34-226-010 and 46-34-226-006.

This Matter was Placed on File on the Consent Agenda.

220278 Abbots Meat, Inc. v City of Flint/MTT Docket No. 22-001435

Communication dated June 22, 2022, re: Proof of Service and Petition filed with the Michigan Tax Tribunal by Abbots Meat, Inc, regarding Parcel No. 40-15-489-013.

This Matter was Placed on File on the Consent Agenda.

220279 Genesee County Habitat for Humanity v City of Flint/MTT Docket No. 22-001438

Communication dated June 22, 2022, re: Proof of Service and Petition filed with the Michigan Tax Tribunal by Genesee County Habitat for Humanity, regarding Parcel No. 40-13-126-039.

This Matter was Placed on File on the Consent Agenda.

COMMUNICATIONS (from Mayor and other City Officials)

220280 Communication/Assessor/Board of Review

Communication dated July 5, 2022, from City Assessor Stacey Kaake to City Council, re: the July 2022 Board of Review will be meeting at 1 p.m. Tuesday, July 19, 2022, in the McKenzie Room, 2nd Floor, City Hall.

This Matter was Placed on File on the Consent Agenda.

220281 Ramp Closures/Southbound I-475 Westbound I-69/Reconstruction Projects

Email received June 26, 2022, from Traffic Engineering and DPW, identifying the latest lane closures and ramp closures for the I-69 and I-475 Reconstruction projects.

This Matter was Placed on File on the Consent Agenda.

220282 Traffic Engineering/Closure Permits

Sidewalk, Lane and Street Closure permits (6) dated May, June and July 2022, for requested activities/events, with noted responsibility for the placement of the required traffic control devices, and/or personnel, for the protection of traffic and event participants.

This Matter was Placed on File on the Consent Agenda.

ROLL CALL

Councilperson Murphy left at 10:04 p.m.

Present: Councilperson: Councilperson Mays, Councilperson Lewis, Councilperson Priestley, Councilperson Winfrey-Carter, Councilperson Burns, Herkenroder and Councilperson Pfeiffer

Absent: Councilperson: Councilperson Murphy and Councilperson Worthing

MOTION TO APPEAL

Councilperson Mays, with support from Councilperson Winfrey-Carter, appealed the ruling of the Chair for not following the agenda (for skipping communications). The vote was 1-5 (No: Mays, Priestley, Winfrey-Carter, Burns, Pfeiffer). (Abstention: Lewis). (Absent: Murphy, Worthing).

RESOLUTIONS

220222.1 Approval/Brownfield Redevelopment Authority/Brownfield Plan/Carriage Town Neighborhood Project/ 412, 417 and 427 West Second Avenue

Resolution resolving that the Flint City Council hereby determines that the [Brownfield Plan] constitutes a public purpose, that it is in the best interest of the public to promote the revitalization of environmentally distressed areas in the City to proceed with the Plan and that it meets the requirements set forth in Section 13 of Public Act 381. The Plan as submitted is hereby approved and adopted.

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

- 220249.3** Second Amendment/Sale of City-Owned Land/5518 North Saginaw Street/Donald Dover & McConnie Sanders

Amended resolution resolving that the appropriate city officials are authorized to do all things necessary to enter into and complete the sale of the property commonly known as 5518 North Saginaw Street, Flint, MI 48505, Parcel No. 47-30-352-034, and legally described as OAK KNOLL LOT 116, for a cost of \$3,500.00, and transfer the property to Donald Dover and McConnie Sanders in an AS IS condition by means of conveyance of a Quit Claim Deed. Revenue realized from the sale of this real property will be placed in Revenue Acct. No. 101-371.209-673.100, AND, resolving that the City Clerk shall, within thirty (30) days of this action, record a certified copy of this resolution with the Register of Deeds for Genesee County and forward a certified copy of said resolution to the State Treasurer. [NOTE: Resolution amended to change the sale price from \$1,000.00 to \$3,500.00.]

SEPARATED FROM MASTER RESOLUTION

- 220264** Contract/MEI Total Elevator Solutions/Upgrades/Two-Traction Elevators/City Hall

Resolution authorizing the appropriate city officials, upon City Council's approval, are to do all things necessary to enter into a contract with MEI Total Elevator Solutions for upgrades of two-track elevators at City Hall, as requested by Maintenance, in an amount NOT-TO-EXCEED \$344,153.00 [Public Improvement Fund Acct. No. 444-230.200-976.000.]

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

- 220265** PVS Technologies, Inc./Aqueous Ferrous Chloride

Resolution authorizing the Division of Purchases and Supplies, upon City Council's approval, to issue a purchase order to PVS Technologies, Inc. [for Aqueous Ferrous Chloride], as requested by Water Pollution Control, in an amount NOT-TO-EXCEED \$140,000.00 [Sewer Fund Acct. No. 590-550.100-753.000.]

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

- 220267** Change Order #4/Contract/Boyd's Lawn & Landscaping/Mowing Abatement/Parks, Trails, Cemeteries & Triangles

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to complete and execute Change Order No. 4 [to the contract] with Boyd's Lawn & Landscaping to provide mowing services for parks, trails, cemeteries, and triangles through June 30, 2023, in an amount NOT-TO-EXCEED \$165,000.00, as requested by Planning and Development [Parks Fund Acct. No. 208-752.102-801.000.] [NOTE: No aggregate total is listed.]

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

220268 Resolution of Support/Donation/Energy-Efficient Appliances/Consumers Energy

Resolution resolving that the Flint City Council wishes to do all things necessary to support the donation of energy-efficient appliances by Consumers Energy. [NOTE: The Fire Department is requesting the acceptance of one water heater, one commercial oven and three refrigerators from Consumers energy as part of the Consumers Energy Business Efficient program to be placed in each of the five fire stations located in the City of Flint.]

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

RESOLUTIONS (May be Referred from Special Affairs)

220273 Name Change/Fire Station No. 1/Joe Davis, Jr.

Resolution resolving that the City Council authorizes the renaming of Fire Station No. 1, located at 310 East Fifth Street, as Joe Davis, Jr. Fire Station No. 1. [NOTE: Joe Davis, Jr. was the City of Flint's first African American firefighter. He served for 24 years before retiring in 1985.]

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

220284 Settlement/Donnie Houston v City of Flint et al/Genesee County Circuit Court Case No. 21-115234-NI

Resolution resolving that the Flint City Council approves settlement in the matter of Donnie Houston v City of Flint et al, Case No. 21-115234-NI, in the amount of \$10,000.00, in satisfaction of any and all claims against the city and its employee arising out of said matter, with payment to be drawn from appropriated funds in Litigation & Suits & Acct. No. 677-266.200-956.300. [NOTE: An Executive Session was held in this matter on July 6, 2022.]

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

Passed The Consent Agenda

A motion was made by Councilperson Pfeiffer, seconded by Councilperson Priestley, including all the preceding items marked as having been adopted on a Consent Agenda. The motion carried by the following vote:

Aye: 7 - Councilperson Mays, Councilperson Lewis, Councilperson Priestley, Councilperson Winfrey-Carter, Councilperson Burns, Vice President Herkenroder and Councilperson Pfeiffer

Absent: 2 - Councilperson Murphy and Councilperson Worthing

SEPARATED FROM MASTER RESOLUTION

220249.3 Second Amendment/Sale of City-Owned Land/5518 North Saginaw Street/Donald Dover & McConnie Sanders

Amended resolution resolving that the appropriate city officials are authorized to do all things necessary to enter into and complete the sale of the property commonly known as 5518 North Saginaw Street, Flint, MI 48505, Parcel No. 47-30-352-034, and legally described as OAK KNOLL LOT 116, for a cost of \$3,500.00, and transfer the property to Donald Dover and McConnie Sanders in an AS IS condition by means of conveyance of a Quit Claim Deed. Revenue realized from the sale of this real property will be placed in Revenue Acct. No. 101-371.209-673.100, AND, resolving that the City Clerk shall, within thirty (30) days of this action, record a certified copy of this resolution with the Register of Deeds for Genesee County and forward a certified copy of said resolution to the State Treasurer. [NOTE: Resolution amended to change the sale price from \$1,000.00 to \$3,500.00.]

A motion was made by Councilperson Pfeiffer, seconded by Councilperson Burns, that this matter be Adopted. The motion carried by the following vote:

Aye: 5 - Councilperson Mays, Councilperson Priestley, Councilperson Winfrey-Carter, Councilperson Burns and Councilperson Pfeiffer

No: 1 - Vice President Herkenroder

Absent: 3 - Councilperson Lewis, Councilperson Murphy and Councilperson Worthing

RECESS/ADJOURNMENT

Though Councilperson Priestley, with support from Councilperson Pfeiffer, made a motion to acknowledge Ordinance No. 220272 for First Reading, a tornado siren precipitated a recess from the meeting until 11:58 p.m. After the recess, the meeting adjourned at 11:59 p.m. due to lack of a quorum.

INTRODUCTION AND FIRST READING OF ORDINANCES (May be Referred from Special Affairs)

220272 Ordinance/Amendment/Chapter 31 (General Offenses)/Article III (Blight Violations)/Amendment of Section 31-81

An ordinance to amend the Code of the City of Flint by amending Chapter 31 (General Offenses), Article III (Blight Violations), by amending Section 31-62 (Blight Violation).

POSTPONED

SECOND READING AND ENACTMENT OF ORDINANCES

220225 Amendment/Ordinance/Chapter 50 (Zoning)

An ordinance to amend the Flint City Code of Ordinances by amending Chapter 50 (Zoning) and by repealing said Ordinance, and adopting Chapter 50 (Zoning), Articles 1 through 18, which will be known as the Zoning Code of the

City of Flint, Michigan. [NOTE: This 749-page document replaces the entire Chapter 50 of the Flint City Code of Ordinances (zoning).]

POSTPONED

ADJOURNMENT

The meeting adjourned at 11:59 p.m. due to lack of a quorum.

Respectfully transcribed & submitted,

Janell Johnson, Administrative Secretary to City Council

City of Flint, Michigan

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



Meeting Minutes - Draft

Monday, July 25, 2022

6:02 PM

*

Council Chambers

CITY COUNCIL

Allie Herkenroder, Vice President, Ward 7

*Eric Mays, Ward 1
Quincy Murphy, Ward 3
Jerri Winfrey-Carter, Ward 5
Dennis Pfeiffer, Ward 8*

*Ladel Lewis, Ward 2
Judy Priestley, Ward 4
Tonya Burns, Ward 6
Eva L. Worthing, Ward 9*

Inez M. Brown, City Clerk

Davina Donahue, Deputy Clerk

CALL TO ORDER

Council Vice President Allie Herkenroder called this meeting to order at 6:02 p.m.

ROLL CALL

Present: Councilperson: Councilperson Mays, Councilperson Lewis, Councilperson Murphy, Councilperson Priestley, Councilperson Winfrey-Carter, Councilperson Burns, Herkenroder, Councilperson Pfeiffer and Councilperson Worthing

PLEDGE OF ALLEGIANCE

Councilperson Dennis Pfeiffer led the Pledge of Allegiance.

PRAYER OR BLESSING

Alfred Harris Sr., pastor of Saints of God Church, gave the blessing.

REQUESTS FOR CHANGES OR ADDITIONS TO AGENDA

Councilperson Worthing asked for a Special Order with DPW Director Mike Brown to discuss lead and black mold before Public Speaking/Council Response. She also requested that the Special Order be held to two rounds of five minutes each per Councilperson. The vote on the Amended Agenda was 9-0. Since Mr. Brown was not in attendance when the Special Order was supposed to begin, Councilperson Worthing, with support from Councilperson Burns made a motion to Postpone the Special Order until Mr. Brown returns. The motion passed 9-0.

PUBLIC SPEAKING

Public Speaking was held.

ROLL CALL

Councilperson Burns and Councilperson Mays left around 6:12 p.m.

Present: Councilperson: Councilperson Lewis, Councilperson Murphy, Councilperson Priestley, Councilperson Winfrey-Carter, Herkenroder, Councilperson Pfeiffer and Councilperson Worthing

Absent: Councilperson: Councilperson Mays and Councilperson Burns

SPECIAL ORDER

Councilperson Priestley, with support from Councilperson Lewis, made a motion to take the Special Order off the table. The vote was 7-0.

220332 Special Order/Black Mold/Lead

A Special Order as requested by Councilperson Worthing for a discussion with DPW Director Mike Brown on black mold and lead.

Discussed

MOTIONS

Councilperson Winfrey-Carter, with support from Councilperson Murphy, made a motion to "do all things necessary to have the water tested in the 3600 block of Brownell, from Pasadena to Sonny, from an outside source." Councilperson Murphy, with support from Councilperson Winfrey-Carter, made a substitute motion to add random homes selected from each ward (10) to the original motion. The motion failed 2-5 (No: Lewis, Priestley, Herkenroder, Pfeiffer, Worthing). The Council then voted on the original motion, which passed 7-0.

PETITIONS AND UNOFFICIAL COMMUNICATIONS

220306 Public Notice/Permit Application/Hamilton Dam

Communication received June 16, 2022, re: The Genesee County Parks & Recreation Commission has applied for a permit to make improvements to the Hamilton Dam.

This Matter was Placed on File on the Consent Agenda.

220307 Flint Golf Club v City of Flint/MTT Docket No. 22-002206

Communication dated July 7, 2022, re: Proof of Service and Petition filed with the Michigan Tax Tribunal by the Flint Golf Club, regarding Parcel Nos. 41-20-326-001, 41-20-303-001 and 41-20-032-001.

This Matter was Placed on File on the Consent Agenda.

220308 Eastridge Commons Realty, LLC v City of Flint/MTT Docket No. 22-002243

Communication dated June 28, 2022, re: Proof of Service and Petition filed with the Michigan Tax Tribunal by Eastridge Commons Realty, LLC, regarding Parcel No. 41-16-401-013.

This Matter was Placed on File on the Consent Agenda.

220309 Flintstone Properties v City of Flint/MTT Docket No. 22-001855

Communication received July 22, 2022, re: Proof of Service and Petition filed with the Michigan Tax Tribunal by Flintstone Properties, regarding Parcel No. 41-18-117-011.

This Matter was Placed on File on the Consent Agenda.

220310 Flint Center Properties, LLC v City of Flint/MTT Docket No. 22-001840

Communication received July 22, 2022, re: Proof of Service and Petition filed with the Michigan Tax Tribunal by Flint Center Properties, LLC, regarding Parcel No. 41-09-476-040.

This Matter was Placed on File on the Consent Agenda.

220311 Notification of Meeting/Public Hearing/Karegnondi Water Authority (KWA)/Fiscal Year 2022-2023 Budget

Notification of KWA Board Meeting and Public Hearing received July 14, 2022, re: The KWA will hold a Board Meeting and Public Hearing on the FY2022-2023 Budget at 10 a.m. August 15, 2022, at the Genesee County Water Treatment Plant, 4414 Stanley Road, Columbiaville.

This Matter was Placed on File on the Consent Agenda.

COMMUNICATIONS (from Mayor and other City Officials)

220312 Weekly Traffic Control Update

Email received July 10 and 15, 2022, from Traffic Engineering and DPW, identifying the latest lane closures and ramp closures for the I-69 and I-475 Reconstruction projects.

This Matter was Placed on File on the Consent Agenda.

220313 Traffic Engineering/Closure Permits

Sidewalk, Lane and Street Closure permits (10) dated May, June and July 2022, for requested activities/events, with noted responsibility for the placement of the required traffic control devices, and/or personnel, for the protection of traffic and event participants.

This Matter was Placed on File on the Consent Agenda.

APPOINTMENTS

220293 Appointment/Building Code Board of Appeals/Emily Doerr

Resolution resolving that the Flint City Council approves the appointment of Emily Doerr (Executive Director of the Michigan State Land Bank, 411 West 1st Avenue, Flint, Michigan, 48503) to serve on the Building Code Board of Appeals for a two-year term, commencing upon resolution approval and expiring July 1, 2024, as recommended by Mayor Sheldon A. Neeley.

A motion was made by Councilperson Priestley, seconded by Councilperson Lewis, that this matter be Approved. The motion carried by the following vote:

Aye: 6 - Councilperson Lewis, Councilperson Murphy, Councilperson Priestley, Councilperson Winfrey-Carter, Vice President Herkenroder and Councilperson Worthing

Absent: 3 - Councilperson Mays, Councilperson Burns and Councilperson Pfeiffer

220294 Appointment/Building Code Board of Appeals/Jonathan Mason

Resolution resolving that the Flint City Council approves the appointment of Jonathan Mason (Contractor, 302 University Avenue, Flint, Michigan, 48503) to serve on the Building Code Board of Appeals for a one-year term, commencing upon resolution approval and expiring March 1, 2023, as recommended by Mayor Sheldon A. Neeley.

A motion was made by Councilperson Priestley, seconded by Councilperson Worthing, that this matter be Approved. The motion carried by the following vote:

Aye: 6 - Councilperson Lewis, Councilperson Murphy, Councilperson Priestley, Councilperson Winfrey-Carter, Vice President Herkenroder and Councilperson Worthing

Absent: 3 - Councilperson Mays, Councilperson Burns and Councilperson Pfeiffer

220303 Appointment/Ethics & Accountability Board/William C. Harris

Resolution resolving that 8th Ward Flint City Councilperson Dennis Pfeiffer hereby recommends the appointment of William C. Harris (2222 Colfax Avenue, Flint, MI 48503) to the Ethics and Accountability Board for a six-year (6)-year term, commencing upon resolution adoption, and expiring June 26, 2028. [By way of background, Mr. Harris is replacing Zack Lessner, who resigned from a term that expired June 25, 2022.]

A motion was made by Councilperson Priestley, seconded by Councilperson Lewis, that this matter be Approved. The motion carried by the following vote:

Aye: 6 - Councilperson Lewis, Councilperson Murphy, Councilperson Priestley, Councilperson Winfrey-Carter, Vice President Herkenroder and Councilperson Pfeiffer

No: 1 - Councilperson Worthing

Absent: 2 - Councilperson Mays and Councilperson Burns

RESOLUTIONS

220288 Year Two/Three-Year Contract/DHT Transportation/Sewage Sludge Transport Services

Resolution resolving that the appropriate city officials, upon City Council's approval, are hereby authorized to enter into year two of a [three-year] contract with DHT Transportation to provide sludge disposal transportation services, as requested by Water Pollution Control, in an amount NOT-TO-EXCEED \$250,000.00 [for each of the next two years, pending adoption of each year's respective budget, for a total amount of \$500,000.00] [Sewer Fund Acct. No. 590-550.100-815.550.]

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

220289 Year Two/Three-Year Contract/Republic Services/Sewage Sludge Cake Disposal

Resolution resolving that the appropriate city officials, upon City Council's approval, are hereby authorized to enter into year two of the [three-year] contract with Republic Services to provide sewage sludge cake disposal services, as requested by Water Pollution Control, in an amount NOT-TO-EXCEED \$260,000.00 for FY2023, and \$273,000.00 for FY2024 pending adoption of each year's budget,

for a total amount NOT-TO-EXCEED \$533,000.00 [Sewer Fund Acct. No. 590-550.100-815.500.]

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

220290 Metron Farnier/AMI Water Meters/System Upgrade Project

Resolution authorizing the Division of Purchases and Supplies, upon City Council's approval, to issue a purchase order to Metron Farnier for completion of the AMI water meter upgrade project, as requested by the Water Service Center, in an amount NOT-TO-EXCEED \$438,000,000.00 [Water Infrastructure Improvements for the Nation (WIIN) Grant Fund Acct. No. 496-536.806-802.080.]

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

220291 Macallister Machinery Co., Inc./Dump Trailer/Blight Removal Program

Resolution resolving that the Division of Purchases & Supplies, upon City Council's approval, is hereby authorized to issue a purchase order to Macallister Machinery Co., Inc. for the purchase of a 14-000-pound capacity dump trailer for blight services, in an amount NOT-TO-EXCEED \$17,250.00, as requested by Blight [Acct. No. 287-732.701-977.000].

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

220292 INA Store, Inc./Dump Trailer/Blight Removal Program

Resolution resolving that the Division of Purchases & Supplies, upon City Council's approval, is hereby authorized to issue a purchase order to INA Store, Inc. for the purchase of a 12-000-pound capacity dump trailer for blight services, in an amount NOT-TO-EXCEED \$11,380.00, as requested by Blight [Acct. No. 287-732.701-977.000].

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

220296 Budget Amendment/Transfer of Funds/Grant Acceptance/Charles Stewart Mott Foundation/Public Safety Support Grant/Flint Police Department

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to accept the Charles Stewart (C.S.) Mott Foundation Public Safety Support Grant, amend the FY2022 budget, appropriate funding for future fiscal years, for as long as funds are available from the funder, and abide by the terms and conditions of the grant, in the amount of \$850,000.00 to Grant Code PCSM-PSS22 through May 31, 2023.

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

220297 Budget Amendment/Transfer of Funds/Acceptance/State of Michigan First Responder Training & Recruitment Grant

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to accept the State of Michigan First Responder Training and Recruitment Grant, amend the FY2022 budget, appropriate funding for future fiscal years, for as long as funds are available from the funder, and abide by the terms and conditions of the Grant Agreement, in the amount of \$170,000.00, to Grant Code SMDT-FRTR22 through September 30, 2022.

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

220298 Budget Amendment/Transfer of Funds/Acceptance/Michigan Economic Development Corp. Blight Elimination Grant

Resolution resolving that the appropriate city officials, upon City Council's approval, are hereby authorized to do all things necessary to accept the Michigan Economic Development Corp. Grant, amend the FY2022 budget, appropriate funding for future fiscal years, for as long as funds are available from the funder, and abide by the terms and conditions of the Grant, in the amount of \$1,000,000.00, to Grant Code SMEDC-BLIG22 through December 31, 2023.

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

220299 Partnership Memorandum of Understanding (MOU)/City of Flint/Flint Housing Commission/Choice Neighborhoods Planning Grant

Resolution resolving that the Flint City Council authorizes the city to do all things necessary to enter into a Memorandum of Understanding (MOU) with the Flint Housing Commission to partner with them on the preparation and submission of a Choice Neighborhoods Planning Grant.

SEPARATED FROM MASTER RESOLUTION

220301 Pay Increases/Election Workers

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to process election worker pay increases. Funds for said increases have been approved will come from the FY2022-2023 City Clerk Election Division - Election Workers Acct. No. 101-262.110-702.000.

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

220302 Process Payment/Spectacle Productions/Videotaping Services

Resolution resolving that the appropriate city officials, upon City Council approval,

are authorized to do all things necessary to process an additional payment to Spectacle Productions, in the amount of \$14,000.00, for the videotaping of various Flint City Council meetings/hearings that took place in late Fiscal Year 2022, with said funds coming from City Council Professional Services Acct. No. 101-101.100-801.000 for FY2022.

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

220304 Collective Bargaining Agreement/City of Flint/AFSCME Council 25/Local 1799/Through June 30, 2024

Resolution resolving that the Flint City Council ratifies the Tentative Collective Bargaining Agreement by and between the City of Flint and AFSCME Council 25, Local 1799 (see attached Draft Collective Bargaining Agreement).

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

220305 Collective Bargaining Agreement/City of Flint/Police Officers Labor Council/Flint Police Department Sergeants/Through June 30, 2024

Resolution resolving that the Flint City Council ratifies the Tentative Collective Bargaining Agreement by and between the City of Flint and Police Officers Labor Council -- Flint Police Department Sergeants (see attached Draft Collective Bargaining Agreement).

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

RESOLUTIONS (May be Referred from Special Affairs)

220314 Recognition/July/Parks & Recreation Month

Resolution resolving that the Mayor and City Council hereby recognize the month of July as Parks and Recreation Month and encourage visiting the City of Flint's 70 public parks and open spaces.

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

Passed The Consent Agenda

A motion was made by Councilperson Priestley, seconded by Councilperson Worthing, including all the preceding items marked as having been adopted on a Consent Agenda. The motion carried by the following vote:

Aye: 7 - Councilperson Lewis, Councilperson Murphy, Councilperson Priestley, Councilperson Winfrey-Carter, Vice President Herkenroder, Councilperson Pfeiffer and Councilperson Worthing

Absent: 2 - Councilperson Mays and Councilperson Burns

SEPARATED FROM MASTER RESOLUTION

- 220299** Partnership Memorandum of Understanding (MOU)/City of Flint/Flint Housing Commission/Choice Neighborhoods Planning Grant

Resolution resolving that the Flint City Council authorizes the city to do all things necessary to enter into a Memorandum of Understanding (MOU) with the Flint Housing Commission to partner with them on the preparation and submission of a Choice Neighborhoods Planning Grant.

A motion was made by Councilperson Murphy, seconded by Councilperson Priestley, that this matter be Adopted. The motion carried by the following vote:

Aye: 7 - Councilperson Lewis, Councilperson Murphy, Councilperson Priestley, Councilperson Winfrey-Carter, Vice President Herkenroder, Councilperson Pfeiffer and Councilperson Worthing

Absent: 2 - Councilperson Mays and Councilperson Burns

INTRODUCTION AND FIRST READING OF ORDINANCES

- 220272** Ordinance/Amendment/Chapter 31 (General Offenses)/Article III (Blight Violations)/Amendment of Section 31-81

An ordinance to amend the Code of the City of Flint by amending Chapter 31 (General Offenses), Article III (Blight Violations), by amending Section 31-62 (Blight Violation).

A motion was made by Councilperson Priestley, seconded by Councilperson Pfeiffer, that this matter be ACKNOWLEDGED FOR FIRST READING. The motion carried by the following vote:

Aye: 7 - Councilperson Lewis, Councilperson Murphy, Councilperson Priestley, Councilperson Winfrey-Carter, Vice President Herkenroder, Councilperson Pfeiffer and Councilperson Worthing

Absent: 2 - Councilperson Mays and Councilperson Burns

- 220295** Amended Ordinance/Chapter 50/PC-22-9/Jaycee LLC-Jeff Gappy/Rezoning/3402 Richfield Road/From 'D-3' to 'D-5'/Ward 4

An amended ordinance to amend the Code of the City of Flint has been requested by Jaycee LLC-Jeff Gappy (PC-22-9) to change the district boundaries or regulations established in Chapter 50 thereof, specifically allowing under 50-4 a zoning map amendment, as follows: 3402 Richfield Road, Flint MI 48506, Parcel No. 47-33-452-052, legally described as ASSESSOR'S PLAT OF RICHFIELD WOODS LOTS 46 THRU U48 INCL; ALSO LOTS 50 THRU 57 INCL; ALSO LOT 49 EXC WLY 14FT; ALSO LOT 60 EXC ELY 128.5 FT; ALSO LOT 62 EX ELY 128.5 FT, from "D3" Community Business and future zoned "TN-2" Traditional Neighborhood to "D-5" Metropolitan Commercial Service. THE PLANNING COMMISSION RECOMMENDS DENIAL.

A motion was made by Councilperson Priestley, seconded by Councilperson Pfeiffer, that this matter be ACKNOWLEDGED FOR FIRST READING. The motion carried by the following vote:

Aye: 7 - Councilperson Lewis, Councilperson Murphy, Councilperson Priestley, Councilperson Winfrey-Carter, Vice President Herkenroder, Councilperson Pfeiffer and Councilperson Worthing

Absent: 2 - Councilperson Mays and Councilperson Burns

ROLL CALL

Councilperson Mays arrived at 8:11 p.m.

Present: Councilperson: Councilperson Mays, Councilperson Lewis, Councilperson Murphy, Councilperson Priestley, Councilperson Winfrey-Carter, Herkenroder, Councilperson Pfeiffer and Councilperson Worthing

Absent: Councilperson: Councilperson Burns

SECOND READING AND ENACTMENT OF ORDINANCES

220225 Amendment/Ordinance/Chapter 50 (Zoning)

An ordinance to amend the Flint City Code of Ordinances by amending Chapter 50 (Zoning) and by repealing said Ordinance, and adopting Chapter 50 (Zoning), Articles 1 through 18, which will be known as the Zoning Code of the City of Flint, Michigan. [NOTE: This 749-page document replaces the entire Chapter 50 of the Flint City Code of Ordinances (zoning).]

A motion was made by Councilperson Worthing, seconded by Councilperson Priestley, that this matter be PASSED. The motion carried by the following vote:

Aye: 6 - Councilperson Lewis, Councilperson Murphy, Councilperson Priestley, Vice President Herkenroder, Councilperson Pfeiffer and Councilperson Worthing

No: 1 - Councilperson Mays

Abstain: 1 - Councilperson Winfrey-Carter

Absent: 1 - Councilperson Burns

ADJOURNMENT

Council Vice President Allie Herkenroder adjourned this meeting at 8:20 p.m. after a motion by Councilperson Mays and support from Councilperson Priestley. The vote was 7-0 (Absent: Burns, Pfeiffer).

Respectfully transcribed & submitted,

Janell Johnson, Administrative Secretary to City Council

City of Flint, Michigan

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



Meeting Minutes - Draft

Monday, August 22, 2022

6:44 PM

*

Council Chambers

CITY COUNCIL

Allie Herkenroder, Vice President, Ward 7

*Eric Mays, Ward 1
Quincy Murphy, Ward 3
Jerri Winfrey-Carter, Ward 5
Dennis Pfeiffer, Ward 8*

*Ladel Lewis, Ward 2
Judy Priestley, Ward 4
Tonya Burns, Ward 6
Eva L. Worthing, Ward 9*

Inez M. Brown, City Clerk

Davina Donahue, Deputy Clerk

CALL TO ORDER

Council Vice President Allie Herkenroder called this meeting to order at 6:44 p.m.

ROLL CALL

Present: Councilperson: Councilperson Mays, Councilperson Lewis, Councilperson Murphy, Councilperson Priestley, Councilperson Winfrey-Carter, Councilperson Burns, Herkenroder, Councilperson Pfeiffer and Councilperson Worthing

PLEDGE OF ALLEGIANCE

Councilperson Jerri Winfrey-Carter led the Pledge of Allegiance.

PRAYER OR BLESSING

Pastor Allen Gilbert gave the blessing.

ADD-ON RESOLUTION

220363 Request/Solicit Applications/Flint City Clerk/Human Resources/Labor Relations

Resolution resolving that the City Council requests that the City of Flint's Human Resources/Labor Relations Department solicit and collect applications from persons interested in serving as the Flint City Clerk, for the term beginning on January 1, 2023, and that the applications be forwarded to the City Council for review and consideration by October 31, 2022.

A motion was made by Councilperson Mays, seconded by Councilperson Winfrey-Carter, that this matter be REFERRED TO COMMITTEE to the GOVERNMENTAL OPERATIONS COMMITTEE, due back on September 7, 2022. The motion carried by the following vote:

Aye: 8 - Councilperson Mays, Councilperson Lewis, Councilperson Priestley, Councilperson Winfrey-Carter, Councilperson Burns, Vice President Herkenroder, Councilperson Pfeiffer and Councilperson Worthing

No: 1 - Councilperson Murphy

ADD-ON ORDINANCE

220364 Amendment/Ordinance/Article VI/Chapter 35 (Personnel)/Section 35-112.16 (Job Description & Qualifications)/City Clerk

An ordinance to amend the Flint City Code of Ordinances by adopting Article VI, Chapter 35 (Personnel); Section 35-112.16 (Job Description and Qualifications), City Clerk.

A motion was made by Councilperson Mays, seconded by Councilperson Winfrey-Carter, that this matter be REFERRED TO COMMITTEE to the LEGISLATIVE COMMITTEE, due back on September 7, 2022. The motion carried by the following vote:

Aye: 8 - Councilperson Mays, Councilperson Lewis, Councilperson Priestley, Councilperson Winfrey-Carter, Councilperson Burns, Vice President Herkenroder, Councilperson Pfeiffer and Councilperson Worthing

No: 1 - Councilperson Murphy

PRESENTATION OF MINUTES

220361 Summary Minutes/Flint City Council/Regular Meeting/August 8, 2022

Summary Minutes of the Flint City Council regular meeting held Monday, August 8, 2022, at 7:33 p.m., in the City Council Chambers, 3rd Floor, City Hall.

A motion was made by Councilperson Mays, seconded by Councilperson Priestley, that this matter be Placed on File. The motion carried by the following vote:

Aye: 7 - Councilperson Mays, Councilperson Lewis, Councilperson Murphy, Councilperson Priestley, Councilperson Winfrey-Carter, Councilperson Pfeiffer and Councilperson Worthing

Abstain, COI: 1 - Vice President Herkenroder

Absent: 1 - Councilperson Burns

PUBLIC HEARINGS

220295.6 Ordinance 220295

A Public Hearing for Ordinance No. 220295, an ordinance to amend the Code of the City of Flint that was requested by Jaycee LLC-Jeff Gappy (PC-22-9) to change the district boundaries or regulations established in Chapter 50 thereof, specifically allowing under 50-4 a zoning map amendment, as follows: 3402 Richfield Road, Flint MI 48506, Parcel No. 47-33-452-052, legally described as ASSESSOR'S PLAT OF RICHFIELD WOODS LOTS 46 THRU U48 INCL; ALSO LOTS 50 THRU 57 INCL; ALSO LOT 49 EXC WLY 14FT; ALSO LOT 60 EXC ELY 128.5 FT; ALSO LOT 62 EX ELY 128.5 FT, from "D3" Community Business and future zoned "TN-2" Traditional Neighborhood to "D-5" Metropolitan Commercial Service. THE PLANNING COMMISSION RECOMMENDS DENIAL.

HEARING HELD

PUBLIC SPEAKING

Public Speaking was held.

PETITIONS AND UNOFFICIAL COMMUNICATIONS

220356 Entire Tribunal Property Tax Petition/Michigan Tax Tribunal/Rainier GSAP 1-Flint, LLC v City of Flint/MOAHHR Docket No. 22-001633

Communication received August 9, 2022, re: Entire Tribunal Property Tax Petition and Proof of Service filed with the Michigan Tax Tribunal by Rainier GSAP 1-Flint, LLC, regarding Parcel No. 40-12-283-038.

This Matter was Placed on File on the Consent Agenda.

- 220357** Entire Tribunal Property Tax Petition/Michigan Tax Tribunal/Flex High School of Michigan v City of Flint/MOHR Docket No. 22-001675

Communication received August 8, 2022, re: Entire Tribunal Property Tax Petition and Proof of Service filed with the Michigan Tax Tribunal by Flex High School of Michigan, regarding Parcel No. 46-34-226-010.

This Matter was Placed on File on the Consent Agenda.

- 220358** 2022 Tax Rate Request/Michigan Department of Treasury/Bishop International Airport Authority/Resolution to Spread Tax Levy

Form L-4029 dated July 26, 2022, re: Millage Request Report to the County Board of Commissioners for a Bishop International Airport Authority 2022 property tax levy, as well as the associated resolution to spread the tax levy.

This Matter was Placed on File on the Consent Agenda.

COMMUNICATIONS (from Mayor and other City Officials)

- 220359** Weekly Traffic Control Update

Email received August 13, 2022, from Traffic Engineering and DPW, identifying the latest lane closures and ramp closures for the I-69 and I-475 Reconstruction projects.

This Matter was Placed on File on the Consent Agenda.

- 220360** Traffic Engineering/Closure Permits

Sidewalk, Lane and Street Closure permits (17) dated July and August 2022, for requested activities/events, with noted responsibility for the placement of the required traffic control devices, and/or personnel, for the protection of traffic and event participants.

This Matter was Placed on File on the Consent Agenda.

RECONSIDERATION

- 220316** Multi-Year/Contract/RNA Facilities Management/Janitorial Services

Resolution resolving that the appropriate city officials, upon City Council's approval, are to do all things necessary to enter into years two and three of the contract with RNA Facilities Management to provide janitorial services, as requested by DPW, in an amount NOT-TO-EXCEED \$190,720.00 for FY2023, and \$195,000.00 for FY2024, pending budget adoption, for an aggregate two-year total NOT-

TO-EXCEED \$385,720.00 [General Fund Acct. No. 101-230.200-801.000 = \$145,000.00 and Acct. No. 101-230.200-801.000 = \$5,000.00; Major Street Fund Acct. No. 202-449.201-801.000 = \$20,000.00; Sewer Fund Acct. No. 590-540.100-801.000 = \$10,360.00; and Water Fund Acct. No. 591-540.100-801.000 = \$10,360.00.]

A motion was made by Councilperson Priestley, seconded by Councilperson Pfeiffer, that this matter be RECONSIDERED. The motion carried by the following vote:

Aye: 8 - Councilperson Lewis, Councilperson Murphy, Councilperson Priestley, Councilperson Winfrey-Carter, Councilperson Burns, Vice President Herkenroder, Councilperson Pfeiffer and Councilperson Worthing

No: 1 - Councilperson Mays

RESOLUTIONS CONTINUED

220316 Multi-Year/Contract/RNA Facilities Management/Janitorial Services

Resolution resolving that the appropriate city officials, upon City Council's approval, are to do all things necessary to enter into years two and three of the contract with RNA Facilities Management to provide janitorial services, as requested by DPW, in an amount NOT-TO-EXCEED \$190,720.00 for FY2023, and \$195,000.00 for FY2024, pending budget adoption, for an aggregate two-year total NOT-TO-EXCEED \$385,720.00 [General Fund Acct. No. 101-230.200-801.000 = \$145,000.00 and Acct. No. 101-230.200-801.000 = \$5,000.00; Major Street Fund Acct. No. 202-449.201-801.000 = \$20,000.00; Sewer Fund Acct. No. 590-540.100-801.000 = \$10,360.00; and Water Fund Acct. No. 591-540.100-801.000 = \$10,360.00.]

A motion was made by Councilperson Priestley, seconded by Councilperson Murphy, that this matter be Adopted. The motion carried by the following vote:

Aye: 8 - Councilperson Lewis, Councilperson Murphy, Councilperson Priestley, Councilperson Winfrey-Carter, Councilperson Burns, Vice President Herkenroder, Councilperson Pfeiffer and Councilperson Worthing

No: 1 - Councilperson Mays

220300.1 Amendment/Addressing Water Bills/City of Flint/American Rescue Plan Act (ARPA) Funding

Amended resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to facilitate a \$300.00 water credit per residential household, NOT-TO-EXCEED \$8,600,000.00, for those accounts with active meters as of the date credits are applied. Before funds are distributed, the city's ARPA administration, compliance and implementation firm shall review and ensure compliance with the latest U.S. Department of Treasury final rules. Funds will be paid from the American Rescue Plan Act (ARPA) Fund (287). [NOTE: Resolution amended to include: "the appropriate city officials are authorized to do all things necessary to facilitate a \$300 water credit and or \$300 payment assistance toward their past due bill with the agreement to keep their monthly water accounts current, and arrangement to pay on their past due

account with the approval of the water department.]

SEPARATED FROM MASTER RESOLUTION

220339 Flock Safety/Public Safety Surveillance Cameras/Phase III

Resolution resolving that the Division of Purchases & Supplies, upon City Council's approval, is hereby authorized to issue a Purchase Order to Flock Group, Inc. (Flock Safety) for the use of current cameras and acquisition of additional cameras, for an overall total NOT-TO-EXCEED \$92,500.00 [Maintenance Agreements Fund Acct. No. 296-303.200-801.000.]

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

220340 William E. Walter, Inc./Industrial HVAC Services

Resolution resolving that the Division of Purchases and Supplies, upon City Council's approval, is hereby authorized to issue Purchase Orders to William E. Walter, Inc. for Industrial HVAC services, as requested by DPW, in an overall total NOT-TO-EXCEED \$208,168.00 [Sewer Fund Professional Services Acct. No. 590-540.100-801.000 = \$12,500.00, Repair/Maintenance Supplies Acct. No. 590-550.200-775.000 = \$5,000.00, Repair/Maintenance Acct. No. 590-550.202-930.000 = \$12,500.00, Repair/Maintenance Acct. No. 590-550.202-775.000 = \$20,000.00, Repair/Maintenance Supplies Acct. No. 590-550.202-930.000 = \$12,500.00; Water Fund Professional Services Acct. No. 591-540.100-801.000 = \$12,500.00, HVAC Supplies Acct. No. 591-545.201-752.000 = \$9,000.00, Inspect/Repair HVAC Supplies Acct. No. 591-545.201-930.000 = \$16,000.00, RPZ Inspections Acct. No. 591-545.201-801.000 = \$4,000.00, General Fund Heating & Cooling Repairs Acct. No. 101-230.200-930.000 = \$100,000.00, and OBC Repairs/Maintenance Fund Acct. No. 223-728.304-930.000 = \$4,168.00.]

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

220341 McNaughton McKay Electric Co./Electrical & Lighting Supplies & Parts

Resolution resolving that the Division of Purchases and Supplies, upon City Council's approval, is hereby authorized to issue Purchase Orders for year 3 of 3 for various electrical parts to McNaughton McKay Electric Co., as requested by various departments, for an overall total NOT-TO-EXCEED \$253,500.00 [Sewer Fund Repair & Maintenance Supplies Acct. No. 590-550.202-775.000 = \$67,500.00, WPC Maintenance Acct. No. 590-550.202-930.000 = \$35,500.00, WPC Operations Acct. No. 590-550.100-814.600 = \$10,000.00, Repair & Maintenance Supplies Acct. No. 590-550.200-775.000 = \$17,000.00, WPC Supplies Acct. No. 590-540.208-752.000 = \$10,000.00; General Fund Facilities Supplies Acct. No. 101-230.200-752.000 = \$30,000.00, Fire Department Supplies Acct. No. 101-339.201-752.000 = \$500.00; Water Fund WPC Supplies Acct. No. 591-545.201-752.000 = \$28,000.00, WPC Supplies Acct. No. 591-540.202-752.000 = \$10,000.00 and Major Street Traffic Engineering Supplies Acct. No.

202-447.201-752.000 = \$45,000.00.]

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

220342 Dover & Co./Overhead Door Services

Resolution resolving that the Division of Purchases & Supplies, upon City Council's approval, is hereby authorized to issue Purchase Order to Dover & Co. for overhead door services, as requested by Facilities Maintenance, for an overall total NOT-TO-EXCEED \$108,553.00 [Sewer Fund WPC Repairs & Maintenance Acct. No. 590-550.202-930.000 = \$5,000.00 and WSC Repairs & Maintenance Acct. No. 590-540.208-930.000 = \$2,250.00; Water Fund Water Plant Repairs & Maintenance Acct. No. 591-545.201-930.000 = \$3,000.00, and WSC Repairs & Maintenance 591-540.202-930.000 = \$2,250.00; General Fund Facilities Professional Services Acct. No. 101-230.200-801.000 = \$50,000.00 and Facilities Repairs & Maintenance Acct. No. 101-230.200-930.000 = \$40,000.00; and CED Additions & Improvements Acct. No. 223-728.304-976.000 = \$6,053.00.]

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

220343 Contract Extension//M&M Pavement Marking, Inc./Traffic Pavement Marking Services & Supplies

Resolution resolving that the appropriate city officials, upon City Council's approval, are hereby authorized to extend the contract with M&M Pavement Marking, Inc., and that the Division of Purchases & Supplies is hereby authorized to issue a Purchase Order to M&M Pavement Marking, Inc., as requested by Transportation, for an overall total NOT-TO-EXCEED \$140,000.00 [Major Street Fund Acct. No. 202-447.201-801.000.]

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

220344 Contract/W.S.I Industrial Services, Inc./Water Pollution Control (WPC) East Tank Cleaning

Resolution resolving that the proper city officials, upon City Council's approval, are authorized to enter into a contract with W.S.I Industrial Services, Inc. for the WPC East Tank Cleaning in the approved budgeted amount NOT-TO-EXCEED \$570,000.00, as requested by WPC [Sewer WPC Professional Services Acct. No. 590-550.300-801.000.]

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

220345 CO#1/Contract/DLZ/Additional Engineering Services/Secondary Water Source/Dort Pump Station Rehabilitation

Resolution resolving that the appropriate city officials, upon City Council's approval, are hereby authorized to enter into Change Order #1 [to the contract] with DLZ

for additional engineering services for the Secondary Water Source and the Dort Pump Station, as requested by Water Pollution Control, in an amount NOT-TO-EXCEED \$63,000.00, for an aggregate total price NOT-TO-EXCEED \$883,583.00 [FEPA18WIIN-1 Dort Pump Station Acct. No. 496-536.802-802.058.]

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

220346 CO#2/Contract/Sorensen Gross Construction Co./Dort Pump Station Rehabilitation

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to enter into Change Order #2 with Sorensen Gross Construction Co. for the Dort Pump Station Rehabilitation Project, in an amount NOT-TO-EXCEED \$299,225.00, for an aggregate grand total amount NOT-TO-EXCEED \$4,369,169.47, as requested by the Water Plant [FEPA18WIIN-1 Dort Pump Station Acct. No. 496-536.802-802.076.]

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

220349 Sale of City-Owned Land/Side Lot/1107 South Grand Traverse/Lena Pridegon

Resolution resolving that the appropriate city officials are authorized to do all things necessary to enter into and complete the sale of the property commonly known as 1107 South Grand Traverse, Flint, MI 48502, Parcel No. 41-18-309-005, and legally described as HENDERSON'S ADDITION ELY 51 FT OF LOT 11. The city's interest in the aforementioned property will be conveyed by a Quit Claim Deed and sold in AS IS condition. Revenue realized from the sale of this property will be placed in Revenue Acct. No. 101-371.209-673.100. Lena Pridegon shall pay the recording fees to register the conveyance documents at the Genesee County Register of Deeds, AND, resolving that the City Clerk shall, within thirty (30) days of this action, record a certified copy of this resolution with the Register of Deeds for Genesee County and forward a certified copy of said resolution to the State Treasurer.

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

220350 Sale of City-Owned Land/Side Lot/1217 Root Street/Pamila G. Price

Resolution resolving that the appropriate city officials are authorized to do all things necessary to enter into and complete the sale of the property commonly known as 1217 Root Street, Flint, MI 48503, Parcel No. 40-12-277-043, and legally described as THE SUBDIVISION OF PT OF SEC 2 OF THE SMITH RESERVATION, PART OF LOT 11 DESC AS: BEG AT THE INTERSEC OF THE N LINE OF WILLIAMS ST AND THE W LINE OF ROOT ST; TH NLY ALG SD W LINE, 189FT; TH WLY = WITH SD N LINE TO THE E LINE OF MCFARLAN & CO'S DETROIT STREET ADDITION; TH N ALG SD E LINE, 60 FT; TH ELY 88 FT TO SD W LINE OF ROOT ST; TH SLY TO POB; ALSO LOT D, BLK 1 MCFARLAN & CO'S DETROIT STREET ADDITION, for a cost of \$501.00 and transfer the property to Pamila G. Price in an AS IS condition.

Revenue realized from the sale of this property will be placed in Revenue Acct. No. 101-371.209-673.100, AND, resolving that the City Clerk shall, within thirty (30) days of this action, record a certified copy of this resolution with the Register of Deeds for Genesee County and forward a certified copy of said resolution to the State Treasurer.

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

220351 Acquisition of Vacant Land/1563 Fenton Road

Resolution resolving that the Flint City Council approves the acquisition of vacant land located at 1563 Fenton Road, Flint, MI 48507, pursuant to the Purchase Agreement between the City of Flint and Bryan Graczyk, and authorizes the appropriate city officials to do all things necessary to close the purchase of 1563 Fenton Road, including to pay \$5,000.00 to Bryan Graczyk, to pay a sum NOT-TO-EXCEED \$1,000.00 to the closing title company, and to execute all required real estate closing documents.

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

RESOLUTIONS (May be Referred from Special Affairs)

220347 Provide Funding/Community Senior Centers/Capital Improvements/American Rescue Plan Act (ARPA) Funding

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to make funding available for capital improvements to the Brennan Senior Center and the Hasselbring Senior Center, NOT-TO-EXCEED \$300,000.00 total. Before funds are distributed, the city's ARPA administration, compliance and implementation firm shall review and ensure compliance with the latest U.S. Department of Treasury final rules. Funds will be paid from the American Rescue Plan Act (ARPA) Fund (287).

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

220352 Approval/Group E Marihuana Retail -- Adult Use License/Quality Roots, Inc./3001 Robert T. Longway Boulevard

Resolution resolving that pursuant to Flint City Ordinance No. 50-183(E)(5), the appropriate city officials are hereby authorized to do all things necessary to issue a [Group E Marihuana Retail -- Adult Use] license to applicants Aric Klar and Jonathan Klar of Quality Roots, Inc., located at 3001 Robert T. Longway Boulevard.

SEPARATED FROM MASTER RESOLUTION

220354 Budget Amendment/Transfer of Funds/Grant Acceptance/Charles Stewart Mott Foundation/Capital Improvements Grant/Hasselbring Senior Center

Resolution resolving that the appropriate city officials, upon City Council's approval, are hereby authorized to do all things necessary to accept the Charles Stewart (C.S.) Mott Foundation Capital Improvements Grant to Hasselbring Senior Center, amend the FY2023 budget, appropriate funding for future fiscal years, for as long as funds are available from the funder, and abide by the terms and conditions of the grant, in the amount of \$450,000.00 to Grant Budget Code PCSM-HSC122 through February 28, 2023.

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

220355

Budget Amendment/Transfer of Funds/Grant Acceptance/Charles Stewart Mott Foundation/Capital Improvements Grant/Brennan Community Senior Center

Resolution resolving that the appropriate city officials, upon City Council's approval, are hereby authorized to do all things necessary to accept the Charles Stewart (C.S.) Mott Foundation Capital Improvements Grant to Brennan Community Senior Center, amend the FY2023 budget, appropriate funding for future fiscal years, for as long as funds are available from the funder, and abide by the terms and conditions of the grant, in the amount of \$300,000.00 to Grant Budget Code PCSM-BSC122 through February 28, 2023.

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

Passed The Consent Agenda

A motion was made by Councilperson Priestley, seconded by Councilperson Worthing, including all the preceding items marked as having been adopted on a Consent Agenda. The motion carried by the following vote:

Aye: 7 - Councilperson Murphy, Councilperson Priestley, Councilperson Winfrey-Carter, Councilperson Burns, Vice President Herkenroder, Councilperson Pfeiffer and Councilperson Worthing

Abstain: 1 - Councilperson Mays

Absent: 1 - Councilperson Lewis

CALL THE QUESTION

Before the vote on Resolution No. 220300.1, Councilperson Mays, with support from Councilperson Winfrey-Carter, made a motion to Call the Question. The motion passed 6-2 (No: Murphy, Worthing). (Absent: Lewis).

SEPARATED FROM THE MASTER RESOLUTION

220300.1

Amendment/Addressing Water Bills/City of Flint/American Rescue Plan Act (ARPA) Funding

Amended resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to facilitate a \$300.00 water credit per residential household, NOT-TO-EXCEED \$8,600,000.00, for those accounts with active meters as of the date credits are applied. Before funds are distributed, the city's ARPA administration, compliance and implementation

firm shall review and ensure compliance with the latest U.S. Department of Treasury final rules. Funds will be paid from the American Rescue Plan Act (ARPA) Fund (287). [NOTE: Resolution amended to include: "the appropriate city officials are authorized to do all things necessary to facilitate a \$300 water credit and or \$300 payment assistance toward their past due bill with the agreement to keep their monthly water accounts current, and arrangement to pay on their past due account with the approval of the water department.]"

A motion was made by Councilperson Priestley, seconded by Councilperson Pfeiffer, that this matter be Adopted. The motion failed by the following vote:

Aye: 4 - Councilperson Murphy, Vice President Herkenroder, Councilperson Pfeiffer and Councilperson Worthing

No: 4 - Councilperson Mays, Councilperson Priestley, Councilperson Winfrey-Carter and Councilperson Burns

Absent: 1 - Councilperson Lewis

220352

Approval/Group E Marihuana Retail -- Adult Use License/Quality Roots, Inc./3001 Robert T. Longway Boulevard

Resolution resolving that pursuant to Flint City Ordinance No. 50-183(E)(5), the appropriate city officials are hereby authorized to do all things necessary to issue a [Group E Marihuana Retail -- Adult Use] license to applicants Aric Klar and Jonathan Klar of Quality Roots, Inc., located at 3001 Robert T. Longway Boulevard.

Adopted

Substituted

A motion was made by Councilperson Mays, seconded by Councilperson Burns, that this matter be REFERRED TO COMMITTEE to the GOVERNMENTAL OPERATIONS COMMITTEE, due back on September 7, 2022. The motion failed by the following vote:

Aye: 4 - Councilperson Mays, Councilperson Winfrey-Carter, Councilperson Burns and Vice President Herkenroder

No: 4 - Councilperson Murphy, Councilperson Priestley, Councilperson Pfeiffer and Councilperson Worthing

Absent: 1 - Councilperson Lewis

A motion was made by Councilperson Mays, seconded by Councilperson Priestley, that this matter be Adopted. The motion carried by the following vote:

Aye: 9 - Councilperson Mays, Councilperson Lewis, Councilperson Murphy, Councilperson Priestley, Councilperson Winfrey-Carter, Councilperson Burns, Vice President Herkenroder, Councilperson Pfeiffer and Councilperson Worthing

220362

Request/Solicit Applications/Revenue Estimation Commission/Human Resources/Labor Relations

Resolution resolving that the City Council requests that the City of Flint's Human

Resources/Labor Relations Department solicit and collect applications from persons interested in serving on the Revenue Estimation Commission, and that the collected applications be forwarded to the City Council for review and consideration by September 30, 2022.

Adopted

Substituted

CALL THE QUESTION

Before the vote on Resolution No. 220362, Councilperson Worthing, with support from Councilperson Murphy, made a motion to Call the Question. The motion passed 7-2 (No: Mays, Winfrey-Carter).

RESOLUTIONS CONTINUED

220362 Request/Solicit Applications/Revenue Estimation Commission/Human Resources/Labor Relations

Resolution resolving that the City Council requests that the City of Flint's Human Resources/Labor Relations Department solicit and collect applications from persons interested in serving on the Revenue Estimation Commission, and that the collected applications be forwarded to the City Council for review and consideration by September 30, 2022.

A motion was made by Councilperson Mays, seconded by Councilperson Burns, that this matter be REFERRED TO COMMITTEE to the GOVERNMENTAL OPERATIONS COMMITTEE, due back on September 7, 2022. The motion carried by the following vote:

Aye: 7 - Councilperson Mays, Councilperson Lewis, Councilperson Priestley, Councilperson Winfrey-Carter, Councilperson Burns, Vice President Herkenroder and Councilperson Pfeiffer

No: 2 - Councilperson Murphy and Councilperson Worthing

INTRODUCTION AND FIRST READING OF ORDINANCES (May be Referred from Special Affairs)

220353 Ordinance/Chapter 50/PC-22-13/Denise Diller/Crossover Outreach/Rezoning/807 Oak Street/From 'C-2' to 'D-2'

An ordinance to amend the Code of the City of Flint has been requested by Denise Diller of Crossover Outreach (PC-22-13) to change the district boundaries or regulations established in Chapter 50 thereof, specifically allowing under 50-4 a zoning map amendment, as follows: 807 Oak Street, Flint MI 48503, Parcel No. 41-18-153-009, legally described as STOCKTON'S WEST ADDITION S 3 RDS OF LOT 15, BLK N, from "C-2" Multi-Family High Density Apartments to "D-2" Neighborhood Business. THE PLANNING COMMISSION RECOMMENDS APPROVAL.

A motion was made by Councilperson Priestley, seconded by Councilperson Murphy, that this matter be **ACKNOWLEDGED FOR FIRST READING**. The motion carried by the following vote:

Aye: 9 - Councilperson Mays, Councilperson Lewis, Councilperson Murphy, Councilperson Priestley, Councilperson Winfrey-Carter, Councilperson Burns, Vice President Herkenroder, Councilperson Pfeiffer and Councilperson Worthing

SECOND READING AND ENACTMENT OF ORDINANCES

220295 Amended Ordinance/Chapter 50/PC-22-9/Jaycee LLC-Jeff Gappy/Rezoning/3402 Richfield Road/From 'D-3' to 'D-5'/Ward 4

An amended ordinance to amend the Code of the City of Flint has been requested by Jaycee LLC-Jeff Gappy (PC-22-9) to change the district boundaries or regulations established in Chapter 50 thereof, specifically allowing under 50-4 a zoning map amendment, as follows: 3402 Richfield Road, Flint MI 48506, Parcel No. 47-33-452-052, legally described as ASSESSOR'S PLAT OF RICHFIELD WOODS LOTS 46 THRU U48 INCL; ALSO LOTS 50 THRU 57 INCL; ALSO LOT 49 EXC WLY 14FT; ALSO LOT 60 EXC ELY 128.5 FT; ALSO LOT 62 EX ELY 128.5 FT, from "D3" Community Business and future zoned "TN-2" Traditional Neighborhood to "D-5" Metropolitan Commercial Service. THE PLANNING COMMISSION RECOMMENDS DENIAL.

A motion was made by Councilperson Priestley, seconded by Councilperson Murphy, that this matter be **PASSED**. The motion carried by the following vote:

Aye: 9 - Councilperson Mays, Councilperson Lewis, Councilperson Murphy, Councilperson Priestley, Councilperson Winfrey-Carter, Councilperson Burns, Vice President Herkenroder, Councilperson Pfeiffer and Councilperson Worthing

ADJOURNMENT

Council Vice President Allie Herkenroder adjourned this meeting at 11:08 p.m. after a motion by Councilperson Pfeiffer and support from Councilperson Murphy. The vote was 8-0 (Abstention: Mays).

Respectfully transcribed & submitted,

Janell Johnson, Administrative Secretary to City Council



RESOLUTION NO.: 220365

PRESENTED: SEP - 7 2022

ADOPTED: _____

BY THE CITY ADMINISTRATOR:

RESOLUTION TO OFFICE DEPOT FOR OFFICE SUPPLIES

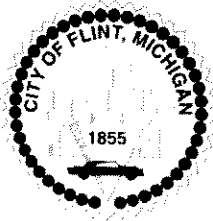
WHEREAS, the Purchasing division entered into a three-year agreement (FY2019-2021) for office supplies from Office Depot through the Oakland County, MI America Saves cooperative procurement contract. Oakland County has extended the contract for FY2022 and FY2023.

WHEREAS, Flint City Council approved the FY2022 contract extension via Resolution #210349 on August 10, 2021.

WHEREAS, The Division of Purchases and Supplies recommends extending the City's contract with Office Depot for FY2023 for an amount of \$117,847.00.

Funding is to come from the following account(s):

Account Number	Account Name/Department	Amount
202-449.201-752.000	Supplies-DPW, Streets	3,000.00
202-447.201-752.000	Supplies-DPW Transportation	2,000.00
101-191.100-752.000	Supplies-Finance	2,000.00
590-550.100-752.000	Supplies-WPC	6,000.00
591-536.100-752.000	Supplies-Water Plant, Admin.	1,500.00
591-545.200-752.000	Supplies-Water Plant, Office	4,000.00
661-229.000-752.000	Supplies-Fleet	3,000.00
590-540.208-752.000	Supplies-WSC	2,750.00
591-540.208-752.000	Supplies-WSC	2,750.00
101-262.000-752.000	Supplies-Clerk, N. Building	4,000.00
101-262.000-752.000	Supplies-Clerk, Elections	6,000.00
101-101.000-752.000	Supplies-Clerk, City Council	3,500.00
101-215.200-752.000	Supplies-Clerk, Licensing	4,500.00
101-266.000-752.000	Supplies-Law	1,850.00
249-371.000-752.000	Supplies-Dev, BSI	6,000.00
101-305.000-752.000	Supplies-Police, Chief	1,500.00
101-303.200-752.000	Supplies-Police, Records I.D.	4,500.00
101-310.200-752.000	Supplies-Police, Criminal I.B.	3,500.00
101-301.202-752.000	Supplies-Police, Juvenile	450.00
265-310.206-752.000	Supplies-Police, SIU	1,000.00
101-315.000-752.000	Supplies-Police, Ops Bureau	3,500.00
207-315.204-752.000	Supplies-COPS Office	3,000.00
101-701.000-752.000	Supplies-Masterplan, Planning	2,000.00
101-703.000-752.000	Supplies-Zoning, Med Marij.	7,000.00
296-721.000-752.000	Supplies-Masterplan,	2,000.00
LRM-NPLAN21	Neighborhood Planning Grant	



RESOLUTION NO.: _____

PRESENTED: _____

ADOPTED: _____

Account Number	Account Name/Department	Amount
296-704.801-752.000 FHUD18CHOICE	Supplies-Neighborhood Choice Implementation	5,000.00
101-257.000-752.000	Supplies-Assessment	3,000.00
208-752.102-752.000	Supplies-Parks	400.00
279-737.000-752.000 FHUD-CDBG21	Supplies-CED, CDBG Office	5,000.00
202-450.100-752.000	Supplies-Trans Admin Office	1,400.00
226-528.201-752.000	Supplies-Trans Admin Sanitation	500.00
636-228.000-752.000	Supplies-IT, IS Office	3,000.00
296-301.732-752.000 FDOJ-SAKI19	Supplies-Police, Saki Grant Office	2,447.00
101-233.000-752.000	Supplies-Finance, Purchasing	1,300.00
101-253.200-752.000	Supplies-CSC	1,500.00
101-253.202-752.000	Supplies-CSC	1,500.00
101-253.203-752.000	Supplies-CSC	1,500.00
101-253.204-752.000	Supplies-CSC	500.00
101-270.000-752.000	Supplies-CSC Personnel	2,000.00
101-337.000-752.000	Supplies- Fire Dept.	\$7,500.00
	FY2023 GRAND TOTAL	\$117,847.00

IT IS RESOLVED, that the appropriate City Officials are authorized to do all things necessary to extend the contract with Office Depot to provide office supplies for FY2023(07/01/22-06/30/23) for the amount of \$117,847.00 under the same terms and conditions.

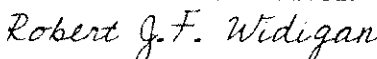
BE IT FURTHER RESOLVED, that the Purchasing division has the discretion to spend an additional amount of no more than 5% of the annual requested spend amount of Office Depot for unanticipated requests that may be submitted during FY2023.

APPROVED AS TO FORM:


William Kim (Aug 29, 2022 12:17 EDT)

William Kim, City Attorney

APPROVED AS TO FINANCE:



Robert J.F. Widigan, Chief Financial Officer

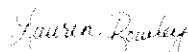
FOR THE CITY OF FLINT:


Clyde D. Edwards (Aug 29, 2022 12:27 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:



Lauren Rowley, Purchasing Manager

Office DEPOT OfficeMax

Ms. Joyce McClane, Purchasing Manager
City of Flint MI
1101 S Saginaw St
Flint MI 48502

Dear Ms. McClane:

Office Depot is pleased to confirm that the City of Flint is participating in the America Saves Program and that the City of Flint is also attached to the Oakland County consortium.

The City of Flint, by participating in the America Saves Program, is entitled to all the benefits currently in place for the participating members. There are no additional terms and conditions that require approval or apply outside the general participation in the program to either party.

The program content and all related current contract materials are noted at the Oakland County MI site;

America Saves <https://www.oakgov.com/purchasing/programs/Pages/america-saves-program.aspx>

We look forward to growing our partnership, and servicing your business for years to come.

Thank You

Larry Cheaney
Office Depot OfficeMax
Sr Key Account Manager
17335 Haggerty Rd
Northville MI 48168
E - Larry.Cheaney@officedepot.com
P- (734) 259-9265



OAKLAND COUNTY EXECUTIVE DAVID COULTER

 Purchasing
 (248) 858-0511 | purchasing@oakgov.com

All

SNG

AMENDMENT OF CONTRACT 005489**AMENDMENT 10****AMENDMENT DATE: July 21, 2021**

This AMENDMENT 10 OF CONTRACT 005489 (hereafter this "Amendment") is made and entered into by and between the Contractor named and identified below, (hereafter "Contractor") and the COUNTY OF OAKLAND (hereafter "County") whose address is 2100 Pontiac Lake Rd, Waterford, MI 48328.

CONTRACTOR	ADDRESS
Office Depot, LLC	6600 North Military Trail Boca Raton, FL 33496
Vendor Number: 5836	

The County and Contractor agree and acknowledge that the purpose of this Amendment is to modify as provided herein and otherwise continue the present contractual relationship between the Parties as described in their current contract with the same contract number as above.

In consideration of the extension of the mutual promises, representations, assurances, agreements, and provisions in the Contract and this Amendment, the adequacy of which is hereby acknowledged by the Parties, the County and Contractor hereby agree to amend the current Contract as follows:

- 1.0 The County and Contractor agree that any and all defined words or phrases in the current Contract between the parties will apply equally to and throughout Amendment.
- 2.0 The Parties agree that any and all other terms and conditions set forth in the current Contract between the Parties shall remain in full force and effect and shall not be modified, excepted, diminished, or otherwise changed or altered by this Amendment except as otherwise expressly provided for in this Amendment.
- 3.0 Description of Change:
 - Extend the contract expiration date from 9-30-2021 to 9-30-2023
 - Update Core Pricing List, effective 07-26-2021 per the attached file titled "Oakland County - Core Pricing List"
 - As of September 30, 2021, the definition of Spend in Appendix VII attached the Contract is deleted and replaced with the following definition:
 "Spend" shall mean County's paid-for purchases, net of taxes, shipping costs, returns,



OAKLAND COUNTY EXECUTIVE DAVID COULTER

Purchasing

(248) 858-0511 | purchasing@oakgov.com

discounts, credits, any incentives amortized for the applicable period, rebates actually paid, employee purchases under any type of purchasing program, postage, shipping and mailing services, gift cards and warranties, non-code and special order furniture, and Technology (except PC Accessories and Business Machines).

For and in consideration of the mutual assurances, promises, acknowledgments, warrants, representations, and agreements set forth in the Contract and this Amendment, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Amendment on behalf of the County and Contractor and by doing so legally obligate and bind the County and Contractor to the terms and conditions of the Contract and this Amendment.

THE CONTRACTOR:

SIGN: *Brian Abramowitz*

Office Depot, LLC



Date: 7/22/2021

THE COUNTY OF OAKLAND:

SIGN / DATE: *Scott N. Guzy*

7/22/2021

Scott N. Guzy, CPPO, MBA, Purchasing Administrator



RESOLUTION NO.: 210349

PRESENTED: AUG - 4 2021

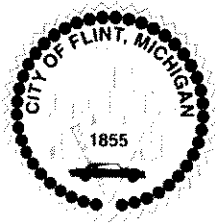
ADOPTED: AUG 10 2021

BY THE CITY ADMINISTRATOR:

RESOLUTION TO OFFICE DEPOT FOR OFFICE SUPPLIES

WHEREAS, the Purchasing division entered into a three-year agreement (FY2019-2021) for offices supplies from Office Depot through the Oakland County, MI America Saves cooperative procurement contract. Oakland County has extended the contract for FY2022 and FY2023, so the Purchasing division recommends extending the City's contract with Office Depot for FY2022 for an amount of \$112,850.

Account Number	Account Name	Amount
542-371.100-752.000	Supplies	2,000.00
591-536.100-752.000	Supplies	1,500.00
591-545.200-752.000	Supplies	4,000.00
590-550.100-752.000	Supplies	6,000.00
101-371.209-752.000	Supplies	2,900.00
101-371.220-752.000	Supplies	7,000.00
296-691.401-752.000 FHUD18CHOICE	Supplies	5,000.00
296-721.200-752.000 LRM-NPLAN21	Supplies	2,000.00
590-540.208-752.000	Supplies	2,750.00
591-540.202-752.000	Supplies	2,750.00
202-443.201-752.000	Supplies	2,000.00
202-442.100-752.000	Supplies	1,400.00
226-528.201-752.000	Supplies	500.00
202-449.201-752.000	Supplies	2,500.00
101-337.100-752.000	Supplies	1,000.00
101-257.100-752.000	Supplies	3,000.00
101-270.100-752.000	Supplies	4,000.00
661-451.100-752.000	Supplies	3,000.00
101-253.200-752.000	Supplies	1,900.00
101-253.202-752.000	Supplies	2,000.00
101-253.203-752.000	Supplies	2,000.00
101-253.204-752.000	Supplies	500.00
101-302.100-752.000	Supplies	1,500.00
101-305.200-752.000	Supplies	4,500.00
101-308.200-752.000	Supplies	3,500.00
101-308.202-752.000	Supplies	450.00
265-308.206-752.000	Supplies	1,000.00
101-315.100-752.000	Supplies	3,000.00



RESOLUTION NO.: 220366
PRESENTED: SEP - 7 2022
ADOPTED: _____

BY THE CITY ADMINISTRATOR:

RESOLUTION TO DETROIT SALT COMPANY FOR BULK SALT

The Finance Department- Division of Purchases and Supplies has received notification from Genesee County Road Commission, that the bulk salt cooperative agreement with Detroit Salt Co., 12841 Sanders St., Detroit MI has been negotiated (\$69.90 per ton) for the City of Flint to procure bulk salt for winter maintenance.

Account Number	Account Name	Amount
202-449.203-752.000	SALT-MAJORS	\$ 206,500.00
203-449.203-752.000	SALT-LOCALS	\$168,500.00
	FY23 GRAND TOTAL	\$375,000.00

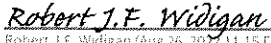
IT IS RESOLVED, The Division of Purchases and Supplies is hereby authorized to issue a purchase order to Detroit Salt Company for bulk salt FY23 (07/01/22 – 06/30/23) in an amount not-to-exceed \$375,000.00.

APPROVED AS TO FORM:


William Kim (Aug 26, 2022 12:20 EDT)

William Kim, City Attorney

APPROVED AS TO FINANCE:


Robert J.F. Widigan (Aug 26, 2022 11:15 EDT)

Robert J.F Widigan, Chief Financial Officer

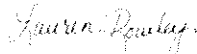
FOR THE CITY OF FLINT:


Clyde D. Edwards (Aug 26, 2022 12:35 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:



Lauren Rowley, Purchasing Manager



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: June 6, 2022

BID/PROPOSAL#

AGENDA ITEM TITLE: Rock salt for roadways

PREPARED BY Kathryn Neumann for Rodney McGaha, Provisional Director of Transportation

VENDOR NAME: Detroit Salt

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The purchase of road salt for the FY23 winter season is necessary in the winter months to maintain a safe and hazard free driving surface. The City purchases salt through a cooperative bid with the Genesee County Road Commission.

FINANCIAL IMPLICATIONS: There is money in the accounts listed below

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

Dept.	Name of Account	Account Number	Grant Code	Amount
202	Major Street Fund	449.203-752.000		\$206,500.00
203	Local Street Fund	449.203-752.000		\$168,500.00
FY23 GRAND TOTAL				\$375,000.00

PRE-ENCUMBERED? YES ☒ NO ☐ **REQUISITION NO:** 230005660

ACCOUNTING APPROVAL: Kathryn Neumann **Date:** _____

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

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

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

DEPARTMENT HEAD SIGNATURE: Rodney McGaha
(Rodney McGaha, Provisional Director of Transportation)



**GENESEE COUNTY ROAD COMMISSION
PURCHASING OFFICE**

April 5, 2022

City of Flint
1101 S. Saginaw Street, Room #304
Flint, MI 48502

Subject: **2022-2023 - Winter Season—Item #32--Bulk Rock Salt**

Ms. Kathryn Neumann:

This correspondence is to inform you that the Genesee County Road Commission Board of Commissioners approved the 2022-2023 Winter Season—Bulk Rock Salt Bid to the following company:

Detroit Salt Company
12841 Sanders Street
Detroit, MI 48217
Phone: (313) 841-5144

Due to the partnering/business relationship with the Genesee County Road Commission and the agencies that piggyback from our contract, Detroit Salt Company/CEO and the GCRC Purchasing negotiated the unit price of **\$69.90/ton** for the 2022-2023 Budget Year.

Each agency that is cooperatively purchasing from our salt bid will be responsible for ordering their salt separately. Salt will be ordered on an as needed basis.

Your projected usage of Salt for the 2022-2023 Winter Season is **8,000 tons**.

I would like to reiterate that you will be dealing directly with the vendor for ordering and invoicing of your salt.

If you have any questions, please contact me at (810) 767-4920, ext. 271 or email: sjaeger@gcrc.org.

Sincerely,

A handwritten signature in cursive script that reads "Stephanie Jaeger".

Stephanie Jaeger
Purchasing Administrator



RESOLUTION NO.: 220367
PRESENTED: SEP - 7 2022
ADOPTED: _____

PROPOSAL# 23000504

BY THE CITY ADMINISTRATOR:

RESOLUTION TO AL SERRA INC. FOR REPLACEMENT GENERAL MOTORS VEHICLES

WHEREAS, The City of Flint Division of Purchases and Supplies solicited proposals to all Genesee County General Motors Authorized dealers for the procurement of GM vehicles as needed by the City's Fleet Division. the City's Fleet Manager hand delivered all proposals to each individual qualifying dealership.

WHEREAS, Due to the market's lack of vehicle inventory, mainly due to the COVID 19 pandemic, we felt it in the City's best interest to solicit proposals by completing a competitive bid process, as dealerships part of the State's cooperative contract program remained unresponsive after multiple attempts to contact the contract representatives.

WHEREAS, The City received one sole proposal from Al Serra Inc., Grand Blanc MI. Their bid indicated that new vehicles would be sold to the City at the dealer invoice pricing on the MSRP. Used vehicles would be sold to the City at the competitive market price as indicated on their website.

WHEREAS, The City of Flint Fleet Division is requesting the allowance of procuring needed vehicles for operation of the City from the sole bidder, Al Serra Inc. in Fiscal Year 2023, for an overall amount not to exceed \$500,000.

The necessary funds will come from the following account(s):

Account Number	Account Name	Amount
661-229.000-977.500	Vehicle	\$ 500,000.00
	FY23 GRAND TOTAL	\$500,000.00


IT IS RESOLVED, The Fleet Division is hereby authorized to purchase necessary vehicles for city operations From Al Serra Inc., and the Division of Purchases and Supplies is hereby authorized to issue Purchase Orders to Al Serra Inc., in a FY23 (07/01/22-06/30-23) amount not-to-exceed \$500,000.00.

APPROVED AS TO FORM:


William Kim Aug 25, 2022 12:17 EDT

William Kim, City Attorney

APPROVED AS TO FINANCE:


Robert J.F. Widigan Aug 25, 2022 12:04 EDT

Robert J.F. Widigan, Interim Chief Financial Officer


FOR THE CITY OF FLINT:


CLYDE D. EDWARDS
CLYDE D. EDWARDS Aug 25, 2022 12:35 EDT

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:


Lauren Rowley, Purchasing Manager



CITY OF FLINT

STAFF REVIEW FORM

TODAY'S DATE: 8/24/2022

BID/PROPOSAL#

AGENDA ITEM TITLE: Replacement GM Vehicles

PREPARED BY: Christine Tagg, Fleet Services

VENDOR NAME: Al Serra Inc

BACKGROUND/SUMMARY OF PROPOSED ACTION:

Fleet Services is requesting a purchase order be issued for FY23 in the amount of \$500,000.00. Al Serra Inc provided the sole response to Proposal No 23000504 for GM Fleet Vehicles. The most immediate needs include 27± Passenger vehicles for the Police Department (CIB and Patrol) and 59± Light-Duty trucks across all City departments.

FINANCIAL IMPLICATIONS

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

Dept.	Name of Account	Account Number	Grant Code	Amount
3331	Vehicle	661-229.000-977.500		\$500,000.00
		FY23 GRAND TOTAL		\$500,000.00

PRE-ENCUMBERED? YES ☒ NO ☐ **REQUISITION NO:** 230006256

ACCOUNTING APPROVAL: Christine Tagg
Christine Tagg (Aug 24, 2022 09:15 EDT)

Date: August 24, 2022



CITY OF FLINT

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☒

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 \$500,000.00

BUDGET YEAR 2

BUDGET YEAR 3

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

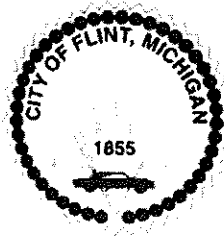
STAFF RECOMMENDATION: (PLEASE SELECT): ☒ APPROVED ☐ NOT APPROVED

DEPARTMENT HEAD SIGNATURE: _____


Aaron R. Cottrell - Aug 24, 2017 09:34 EDT

(Aaron R. Cottrell, Fleet Administrator)

DEPARTMENT HEAD MUST SIGN



SEALED PROPOSALS RECEIVED IN THE DIVISION OF PURCHASES & SUPPLIES
General Motors Fleet Vehicles – Genesee County, MI ONLY
Approximate Annual Quantities – Not Guaranteed
Furnish as requested for the years 2022-2023

Bidder# 1: Al Serra Auto Plaza
Grand Blanc Twp, MI

****New vehicles will be sold to the City at the invoice pricing on the MSRP. Used vehicles will be sold at the very competitive price marked on the internet.**

A SPECIAL NOTE FROM THE PURCHASING DIVISION

Bid results posted are before evaluation team review and award recommendation.



Sheldon Neeley
Mayor

CITY OF FLINT, MICHIGAN
Department of Finance
Fleet Services Division

Clyde Edwards
City Administrator

Robert J.F. Widigan
Chief Financial Officer

Aaron Cottrell
Fleet Administrator

August 22, 2022

TO: Lauren Rowley, Purchasing Manager
Jarín McGee, Chief Buyer

FROM: Aaron Cottrell, Fleet Administrator

SUBJECT: Bid Award – GM Fleet Vehicles, Genesee Co. MI ONLY
Proposal No.23000504

The Division of Purchases & Supplies solicited proposals for the supplementation of certified new/used GM vehicles. Only one proposal was received.

After careful review and consideration of this sole proposal, I believe that Al Serra Auto Plaza can, to a large extent, supply sufficient vehicles to support the ongoing needs of the City of Flint and recommend this bid be awarded to them.

Thank you,

Aaron Cottrell
Fleet Administrator



RESOLUTION NO.: 220368

PRESENTED: SEP - 7 2022

ADOPTED: _____

BY THE CITY ADMINISTRATOR:

RESOLUTION TO DEERE CREDIT INC. FOR EQUIPMENT LEASES

WHEREAS, The Fleet Division leases vehicles as part of the fleet maintenance and replacement program. The Fleet Division currently has seven (7) pieces of heavy equipment requiring lease payment to Deere Credit Inc for FY23. This equipment is used by Water and Sewer Divisions, Water Pollution Control and Streets Maintenance.

WHEREAS, The Fleet Division is recommending the annual lease payment for Deere Credit to be paid in an FY2023 amount of \$173,171.40.

Funding will come from the following account(s):

Account Number	Account Name	Amount
661-229.000-940.000	Rentals	\$ 173,171.40
	FY23 GRAND TOTAL	\$173,171.40

IT IS RESOLVED, that the Appropriate City Officials are authorized to do all things necessary to extend the current leasing contract by making FY2023 payments to Deere Credit Inc. for Fleet leased vehicles in an amount not to exceed \$173,171.40 for FY23 (07/01/22-06/30/23).

APPROVED AS TO FORM:

William Kim
William Kim (Aug 29, 2022 13:49 EDT)

William Kim, City Attorney

APPROVED AS TO FINANCE:

Robert J.F. Widigan

Robert J.F. Widigan, Chief Financial Officer

FOR THE CITY OF FLINT:

Clyde D. Edwards
Clyde D. Edwards (Aug 29, 2022 14:12 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:

Lauren Rowley

Lauren Rowley, Purchasing Manager



CITY OF FLINT

STAFF REVIEW FORM

TODAY'S DATE: 8/3/2022

BID/PROPOSAL#

AGENDA ITEM TITLE: Lease Payments for Heavy Equipment

PREPARED BY Aaron Cottrell, Fleet Services
(Please type name and Department)

VENDOR NAME: Deere Credit, Inc.

BACKGROUND/SUMMARY OF PROPOSED ACTION:

Fleet Services is requesting a Purchase Order be issued with Deere Credit, Inc. in the amount of \$173,171.40 to make multiple lease payments throughout FY23 for seven (7) pieces of heavy equipment being used by the DPW – Water & Sewer divisions, Water Pollution Control, and Streets Maintenance.

FINANCIAL IMPLICATIONS: \$173,171.40

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

Dept.	Name of Account	Account Number	Grant Code	Amount
3331	Rentals	661-229.000-940.000		\$173,171.40
		FY22 GRAND TOTAL		\$173,171.40

PRE-ENCUMBERED? YES ☒ NO ☐ **REQUISITION NO:** 230006173

ACCOUNTING APPROVAL: Aaron Cottrell **Date:** August 3, 2022



CITY OF FLINT

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 \$173,171.40

BUDGET YEAR 2 \$

BUDGET YEAR 3 \$

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

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

DEPARTMENT HEAD SIGNATURE: Aaron R. Cottrell Digitally signed by Aaron R. Co
Date: 2022.08.26 07:00:49 -04'00'

(Aaron R. Cottrell, Fleet Administrator)

DEPARTMENT HEAD MUST SIGN



JOHN DEERE

Customer Purchase Order for John Deere Construction and Forestry Products - USA

PURCHASER NAME AND ADDRESS (First Signer)

NAME (First, Middle, Last)

CITY OF FLINT

STREET or RR

1101 S. SAGINAW STREET

CITY

FLINT

STATE

MI

ZIP CODE

48502

COUNTY

GENESEE

PHONE NUMBER

EMAIL ADDRESS

PURCHASER NAME AND ADDRESS (Second Signer)

NAME (First, Middle, Last)

STREET or RR

CITY

STATE

ZIP CODE

COUNTY

PHONE NUMBER

EMAIL ADDRESS

DEALER NAME AND ADDRESS

DEALER NAME

AIS CONSTRUCTION EQUIPMENT CORP.

Dealer Account No

17-8022

STREET or RR

56555 PONTIAC TRAIL

CITY

NEW HUDSON

STATE

MI

ZIP CODE

48165

Date of Order:

3/6/2019

Dealer Order No.:

TYPE OF SALE:

LEASE

PURCHASER TYPE:

5 City/Town/Village

MARKET USE CODE:

98 Undefined Government Use

Add purchaser to Mailing List (Check One or More)

☐ Construction☐ Utility☐ Forestry☒ Government

PURCHASER IS:

☒ Business ☐ Individual

Purchaser Acct.:

53715

☐ SOCIAL SECURITY☐ IRS TAX ID NO☐ EIN

NO.:

EXTENDED WARRANTY IS:

☐ Accepted☒ Rejected

(Initials)

LOCATION OF FIRST WORKING USE:

County GENESEE

City FLINT

STATE

MI

COUNTY CODE

049

Ultimate Uptime Package Purchased:

☐ Yes☐ No

Initials

QTY	NEW	DEMO	RENT	USED	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price
1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	JOHN DEERE 410L BACKHOE	74427 3	1T0410LXJKF35370 3	\$118,746.00
1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	JOHN DEERE 410L BACKHOE	7446 3	1T0410LXHFK353739	\$118,746.00
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	AS PER QUOTE DATED 1/14/2019			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	USING GOVERNMENTAL OPERATING LEASE			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	WITH 5 ANNUAL PAYMENTS OF \$16,457.85			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	EACH MACHINE THEN RETURN OR PURCHASE			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	FOR \$64,078.00 EACH MACHINE			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
(1) TOTAL CASH PRICE								\$237,492.00

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN OR SERIAL NUMBER	AMOUNT
				\$0.00
				\$0.00
				(2) TOTAL TRADE-IN ALLOWANCE \$0.00
				(3) BALANCE (1-2) \$237,492.00
				(4) SALES TAX RATE _____ % \$0.00
				(5) ADDITIONAL FEES
				(6) SUBTOTAL (3 & 4 & 5) \$237,492.00
				(7) RENTAL APPLIED
				(8) CASH WITH ORDER
				(9) BALANCE DUE (6-(7 & 8)) \$237,492.00

ACKNOWLEDGMENTS: Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay the balance due (line 9) shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the equipment ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. The Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order.

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msprog/offroad/offroad.html>.

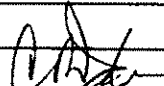
IMPORTANT WARRANTY NOTICE: The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER WHERE PERMITTED BY LAW. NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.

TERMS & CONDITIONS VERIFICATION STATEMENT

Use of John Deere Data Services ("Services") if applicable, and all rights and obligations of John Deere and the Purchaser (or "Customer" as identified in the applicable agreement), are governed by the terms and conditions outlined in the Warranty Statement and the applicable John Deere Construction & Forestry Company Subscriptions & Data Services Dealer Agreement and/or Customer Data Services agreements available at www.johndeere.com/Agreements. Purchaser agrees to be bound by these terms and conditions if Purchaser activates or otherwise uses any of the Data Services. If Purchaser does not agree to these terms and conditions, Purchaser must not activate or otherwise use the Data Services.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version _____ (Initials) _____ and understands its terms and conditions.

Purchaser (First Signer) _____	CITY OF FLINT	Signature _____	Date 3/6/2019
Purchaser (Second Signer) _____		Signature _____	Date _____
Dealer Representative _____		Signature 	Date _____
Salesperson _____	CHRIS ROBINSON	Signature _____	Date 3/6/2019

DELIVERY ACKNOWLEDGEMENT	Delivered with Operator's Manual On. 5/29/2019	Purchaser Signature: _____
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JOHN DEERE FINANCIAL

Lease Schedule

Lease Schedule No.	030-0063090-011
Master Lease Agreement No.	0063090

Lessee: (Name & Address)	CITY OF FLINT 1101 S SAGINAW ST., FLINT, MI 48502-1420
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

LEASE TERM

Lease Term Start Date	Lease Term End Date	# Of Payments	Lease Payment	*Sales/Use Tax	Total Lease Payment	Purchase Option Price
05/29/2019	05/29/2024	5	\$32,915.70	\$0.00	\$32,915.70	\$128,156.00

*If part of the regular scheduled lease payment

RENEWAL TERM

Renewal Term Start Date	Renewal Term End Date	# Of Payments	Renewal Lease Payment Amount	Sales/Use Tax	Total Renewal Lease Payment	Purchase Option Price

PAYMENT TERMS

PAYMENT DUE AT SIGNING

Due Date	1 st Payment Due Date	Discount Rate	Advance Lease Payment**	\$32,915.70
29		Internal Rate of Return minus 2 percent (2%)	Origination Fee	\$0.00
Billing Period	Irregular Payments		Security Deposit	\$0.00
<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input checked="" type="checkbox"/> Annual <input type="checkbox"/> Irregular			Total Due At Signing	\$32,915.70
			**Advance Lease Payment includes the first (1) and last (0) Lease Payment(s)	

"Master Agreement" shall mean the above referenced Master Lease Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement. All of the terms and conditions set forth in the Master Agreement and any amendment, addendum, schedule or attachment thereto or hereto including, but not limited to, the Equipment Return Provisions are hereby incorporated into and made a part of this Schedule.

Lease Payments. You agree to remit the Lease Payments (and applicable sales, use and property taxes) on the dates noted above and all other amounts when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450.

Hourly Charges. You certify that the engine hour meter reading on each item of Equipment is accurate as of the date you sign this Schedule. If you use any Equipment during the Lease Term for more than the Engine Hourly Limit indicated above for that item of Equipment, you will pay to us within 10 days of the Lease Term End Date (or any earlier termination of the Lease) an amount equal to the Excess Hour Charge for that item of Equipment for each engine hour in excess of the Engine Hourly Limit. If the Lease is terminated, cancelled or extended for any reason, the Hourly Limit will be prorated by us in our sole discretion.

Purchase Option. You may purchase the Equipment on the Lease Term End Date (or the Renewal Term End Date) for the applicable Purchase Option Price (plus applicable Taxes including estimated property taxes), provided (1) you are not in default; and (2) we receive the Purchase Option Price and any other amounts you owe us on or before the Lease Term End Date (or the Renewal Term End Date). Upon receipt of the Purchase Option Price, we will transfer to you all of our right, title and interest in such item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

Renewal Term. If (1) a Renewal Term is provided for above, and (2) you notify us at least sixty (60) days prior to the end of the Lease Term that you intend to renew the Lease for the Renewal Term, the Lease shall renew for the Renewal Term. You agree to remit to us the Renewal Lease Payments indicated above (plus applicable taxes and other amounts) when due and payable each Billing Period, even if we do not send you a bill or an invoice.

Representations and Warranties. You represent and warrant to us, as of the date you signed this Schedule, that (1) the Equipment was selected by you; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (3) the safe operation and the proper servicing of the Equipment were explained to you; (4) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (5) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (6) the Equipment is in good condition and repair (operating and otherwise); (7) the Equipment shall be used only for the purpose indicated herein; (8) except as disclosed to us, neither you nor any person related to you will have an equity interest in the Equipment on the Lease Term Start Date; and (9) all information provided to us by you is true and correct.

You acknowledge and agree that: (1) we did not select, manufacture or supply any of the Equipment; (2) we acquired the Equipment at your direction; (3) you selected the supplier of the Equipment; (4) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (5) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (6) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508 - 522 of Article 2A of the Uniform Commercial Code.

Lease Payments may be based on the assumption that we will be entitled to certain tax benefits as the owner of the Equipment. If you take or fail to take any action that results in a loss of such tax benefits, you will pay us, on demand, the amount we calculate as the value of such lost tax benefits.

7446 - WATER

[illegible]

(Bid #19000015)

SUBMISSION NO.:

PRESENTED: 2 1

ADOPTED: 2 11-201

PO # 19-001269

RESOLUTION TO AIS CONSTRUCTION EQUIPMENT FOR THE LEASE
OF TWO JOHN DEERE BACKHOE TRACTORS AND ONE FRONT END WHEEL LOADER

BY THE CITY ADMINISTRATOR:

RESOLUTION

The Fleet Department is requesting the issuance of a purchase order to lease two John Deere backhoe tractors and one front end wheel loader; and

AIS Construction Equipment, 5655 Pontiac Trail, New Hudson, MI was the lowest vendor to submit a price and has submitted a cost to lease said equipment through the State of Michigan MiDeal program contract #071B7700090 and based upon the best financing lease purchase option over five years with Deere Credit, Inc.. Funding for said services will come from the following account 661-451.100 940.000; and

IT IS RESOLVED, that the Department of Purchases and Supplies, upon City Council's approval, is hereby authorized to issue a purchase order to AIS Construction Equipment for a five year lease of two John Deere backhoe tractors and one front end wheel loader in an annual amount not to exceed \$54,483.92 and an aggregate amount of \$272,419.60. If the City decides to purchase said equipment at the end of the lease, the additional purchase cost will be \$236,239.00 for a total purchase of \$508,658.60. (Fleet/Central Garage Fund) \$54,483.92 FY19, \$54,483.92 FY20, \$54,483.92 FY21, \$54,483.92 FY22 If final purchase is made, an additional \$428,473.00 will be in FY22

APPROVED PURCHASING DEPT:

APPROVED S TO FINANCE


Bryan D. Bond
Interim Purchasing Manager

cy Newsome
Chief Financial Officer

APPROVED AS TO FORM


Angela Wheeler
Chief Legal Officer

Steve Branch, City Administrator


Herbert J. Winfrey, President
City Council



JOHN DEERE

Customer Purchase Order for John Deere Construction and Forestry Products - USA

PURCHASER NAME AND ADDRESS (First Signer)

NAME (First, Middle, Last)			
CITY OF FLINT			
STREET or RR 1101 S. SAGINAW			
CITY FLINT	STATE MI	ZIP CODE 48502	COUNTY GENESEE
PHONE NUMBER		EMAIL ADDRESS	

PURCHASER NAME AND ADDRESS (Second Signer)

NAME (First, Middle, Last)			
STREET or RR			
CITY	STATE	ZIP CODE	COUNTY
PHONE NUMBER		EMAIL ADDRESS	

DEALER NAME AND ADDRESS

DEALER NAME AIS CONSTRUCTION EQUIPMENT CORP.			Dealer Account No. 17-8022	
STREET or RR 56555 PONTIAC TRAIL				
CITY NEW HUDSON	STATE MI	ZIP CODE 48165	Date of Order 3/6/2019	
Dealer Order No.:		TYPE OF SALE: LEASE		
PURCHASER TYPE: 5 City/Town/Village			MARKET USE CODE: 98 Undefined Government Use	
Add purchaser to Mailing List (Check One or More) <input type="checkbox"/> Construction <input type="checkbox"/> Utility <input type="checkbox"/> Forestry <input checked="" type="checkbox"/> Government				
PURCHASER IS: <input checked="" type="checkbox"/> Business <input type="checkbox"/> Individual			Purchaser Acct.: 53715	
<input type="checkbox"/> SOCIAL SECURITY <input type="checkbox"/> IRS TAX ID NO <input type="checkbox"/> EIN				
NO.:				

EXTENDED WARRANTY IS:

☐ Accepted ☒ Rejected _____ (Initials)

LOCATION OF FIRST WORKING USE:

County GENESEE City FLINT

STATE

MI

COUNTY CODE

049

Ultimate Uptime Package Purchased:

☐ Yes ☐ No _____ Initials

QTY	NEW	DEMO	RENT	USED	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price
1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	NEW JOHN DEERE 544L HIGH LIFT	2	1DW544LHHKF697138	\$155,908.00
1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	MULTI PURPOSE LOADER BUCKET - INSTALLED			\$16,950.00
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
(1) TOTAL CASH PRICE								\$172,858.00

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN OR SERIAL NUMBER	AMOUNT
ACKNOWLEDGMENTS: Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay the balance due (line 9) shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the equipment ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. The Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order.				(2) TOTAL TRADE-IN ALLOWANCE
				(3) BALANCE (1-2)
				\$172,858.00
				(4) SALES TAX RATE _____ %
				\$0.00
				(5) ADDITIONAL FEES
				(6) SUBTOTAL (3 & 4 & 5)
				\$172,858.00
				(7) RENTAL APPLIED
				(8) CASH WITH ORDER
				(9) BALANCE DUE (6-(7 & 8))
				\$172,858.00

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board's Non-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/marproffordiesel/ordiesel.htm>.

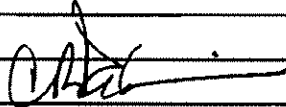
IMPORTANT WARRANTY NOTICE: The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.

TERMS & CONDITIONS VERIFICATION STATEMENT

Use of John Deere Data Services ("Services"), if applicable, and all rights and obligations of John Deere and the Purchaser (or "Customer" as identified in the applicable agreement), are governed by the terms and conditions outlined in the Warranty Statement and the applicable John Deere Construction & Forestry Company Subscriptions & Data Services Dealer Agreement and/or Customer Data Services agreements available at www.johndeere.com/Agreements. Purchaser agrees to be bound by these terms and conditions if Purchaser activates or otherwise uses any of the Data Services. If Purchaser does not agree to these terms and conditions, Purchaser must not activate or otherwise use the Data Services.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version _____ (Initials) _____ and understands its terms and conditions.

Purchaser (First Signer) _____	CITY OF FLINT	Signature _____	Date 3/6/2019
Purchaser (Second Signer) _____		Signature _____	Date _____
Dealer Representative _____		Signature 	Date _____
Salesperson _____	CHRIS ROBINSON	Signature _____	Date 3/6/2019

DELIVERY ACKNOWLEDGEMENT	Delivered with Operator's Manual On: 6/18/2019	Purchaser Signature: _____
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JOHN DEERE FINANCIAL

Lease Schedule

Lease Schedule No.	030-0063090-012
Master Lease Agreement No.	0063090

Lessee: (Name & Address)	CITY OF FLINT 1101 S SAGINAW ST, FLINT, MI 48502-1420
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

LEASE TERM

Lease Term Start Date	Lease Term End Date	# Of Payments	Lease Payment	*Sales/Use Tax	Total Lease Payment	Purchase Option Price
06/18/2019	06/18/2024	5	\$21,568.22	\$0.00	\$21,568.22	\$108,083.00

*If part of the regular scheduled lease payment

RENEWAL TERM

Renewal Term Start Date	Renewal Term End Date	# Of Payments	Renewal Lease Payment Amount	Sales/Use Tax	Total Renewal Lease Payment	Purchase Option Price

PAYMENT TERMS

PAYMENT DUE AT SIGNING

Due Date	1 st Payment Due Date	Discount Rate	Advance Lease Payment**	\$21,568.22
18	06/18/2019	Internal Rate of Return minus 2 percent (2%)	Origination Fee	\$0.00
Billing Period	Irregular Payments		Security Deposit	\$0.00
<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input checked="" type="checkbox"/> Annual <input type="checkbox"/> Irregular			Total Due At Signing	\$21,568.22
			**Advance Lease Payment includes the first (1) and last (0) Lease Payment(s)	

"Master Agreement" shall mean the above referenced Master Lease Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement. All of the terms and conditions set forth in the Master Agreement and any amendment, addendum, schedule or attachment thereto or hereto including, but not limited to, the Equipment Return Provisions are hereby incorporated into and made a part of this Schedule.

Lease Payments. You agree to remit the Lease Payments (and applicable sales, use and property taxes) on the dates noted above and all other amounts when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450.

Hourly Charges. You certify that the engine hour meter reading on each item of Equipment is accurate as of the date you sign this Schedule. If you use any Equipment during the Lease Term for more than the Engine Hourly Limit indicated above for that item of Equipment, you will pay to us within 10 days of the Lease Term End Date (or any earlier termination of the Lease) an amount equal to the Excess Hour Charge for that item of Equipment for each engine hour in excess of the Engine Hourly Limit. If the Lease is terminated, cancelled or extended for any reason, the Hourly Limit will be prorated by us in our sole discretion.

Purchase Option. You may purchase the Equipment on the Lease Term End Date (or the Renewal Term End Date) for the applicable Purchase Option Price (plus applicable Taxes including estimated property taxes), provided (1) you are not in default, and (2) we receive the Purchase Option Price and any other amounts you owe us on or before the Lease Term End Date (or the Renewal Term End Date). Upon receipt of the Purchase Option Price, we will transfer to you all of our right, title and interest in such item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

Renewal Term. If (1) a Renewal Term is provided for above, and (2) you notify us at least sixty (60) days prior to the end of the Lease Term that you intend to renew the Lease for the Renewal Term, the Lease shall renew for the Renewal Term. You agree to remit to us the Renewal Lease Payments indicated above (plus applicable taxes and other amounts) when due and payable each Billing Period, even if we do not send you a bill or an invoice.

Representations and Warranties. You represent and warrant to us, as of the date you signed this Schedule, that (1) the Equipment was selected by you; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (3) the safe operation and the proper servicing of the Equipment were explained to you; (4) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (5) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (6) the Equipment is in good condition and repair (operating and otherwise); (7) the Equipment shall be used only for the purpose indicated herein; (8) except as disclosed to us, neither you nor any person related to you will have an equity interest in the Equipment on the Lease Term Start Date; and (9) all information provided to us by you is true and correct.

You acknowledge and agree that: (1) we did not select, manufacture or supply any of the Equipment; (2) we acquired the Equipment at your direction; (3) you selected the supplier of the Equipment; (4) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (5) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (6) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508 - 522 of Article 2A of the Uniform Commercial Code.

Lease Payments may be based on the assumption that we will be entitled to certain tax benefits as the owner of the Equipment. If you take or fail to take any action that results in a loss of such tax benefits, you will pay us, on demand, the amount we calculate as the value of such lost tax benefits.

Lease Schedule – Equipment List

[illegible]



PURCHASER NAME AND ADDRESS (First Signer)			
NAME (First, Middle, Last)			
City of Flint			
STREET or RR 702 W. 12th Street			
CITY Flint	STATE MI	ZIP CODE 48502	COUNTY Genesee
PHONE NUMBER	EMAIL ADDRESS		
PURCHASER NAME AND ADDRESS (Second Signer)			
NAME (First, Middle, Last)			
STREET or RR			
CITY	STATE	ZIP CODE	COUNTY
PHONE NUMBER	EMAIL ADDRESS		

DEALER NAME AND ADDRESS			
DEALER NAME AIS Construction Equipment Corp.		Dealer Account No.: 17-8022	
STREET or RR 56555 Pontiac Trail			
CITY New Hudson		STATE MI	ZIP CODE 48165
Date of Order: 3/31/2020			
Dealer Order No.:		TYPE OF SALE: LEASE	
PURCHASER TYPE: 5 City/Town/Village		MARKET USE CODE: 98 Undefined Government Use	
Add purchaser to Mailing List (Check One or More) <input type="checkbox"/> Construction <input type="checkbox"/> Utility <input type="checkbox"/> Forestry <input checked="" type="checkbox"/> Government			
PURCHASER IS: <input checked="" type="checkbox"/> Business <input type="checkbox"/> Individual		Purchaser Acct.: 53715	
<input type="checkbox"/> SOCIAL SECURITY <input type="checkbox"/> IRS TAX ID NO <input type="checkbox"/> EIN NO.:			

EXTENDED WARRANTY IS:		LOCATION OF FIRST WORKING USE:		STATE	COUNTY CODE
<input type="checkbox"/> Accepted	<input checked="" type="checkbox"/> Rejected	_____ (Initials)	County <u>Genesee</u> City <u>Flint</u>	MI	049

Ultimate Uptime Package Purchased: ☐ Yes ☒ No _____ Initials

QTY	NEW	DEMO	RENT	USED	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price
1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	John Deere 410L Backhoe	7449 4	1T0410LXALF384391	\$123,346.00
1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	John Deere 410L Backhoe	7448 4	1T0410LXHLLF384412	\$123,346.00
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	As per quote dated 1/14/2020 @ \$123,346 ea			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Each machine on 5 Year Governmental			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Operating Lease w/5 Annual Payments of			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$18,869.24 each machine			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			(1) TOTAL CASH PRICE	\$246,692.00

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN OR SERIAL NUMBER	AMOUNT
ACKNOWLEDGMENTS: Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay the balance due (line 9) shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the equipment ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. The Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order.			(2) TOTAL TRADE-IN ALLOWANCE	
			(3) BALANCE (1-2)	\$246,692.00
			(4) SALES TAX RATE _____ %	\$0.00
			(5) ADDITIONAL FEES	
			(6) SUBTOTAL (3 & 4 & 5)	\$246,692.00
			(7) RENTAL APPLIED	
			(8) CASH WITH ORDER	
			(9) BALANCE DUE (6-(7 & 8))	\$246,692.00

Page 1 of 2

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/marproffordiesel/for diesel.htm>.

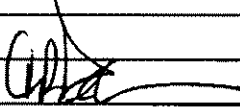
IMPORTANT WARRANTY NOTICE: The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.

TERMS & CONDITIONS VERIFICATION STATEMENT

Use of John Deere Data Services ("Services"), if applicable, and all rights and obligations of John Deere and the Purchaser (or "Customer" as identified in the applicable agreement), are governed by the terms and conditions outlined in the Warranty Statement and the applicable John Deere Construction & Forestry Company Subscriptions & Data Services Dealer Agreement and/or Customer Data Services agreements available at www.johndeere.com/Agreements. Purchaser agrees to be bound by these terms and conditions if Purchaser activates or otherwise uses any of the Data Services. If Purchaser does not agree to these terms and conditions, Purchaser must not activate or otherwise use the Data Services.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version _____ (Initials) _____ and understands its terms and conditions.

Purchaser (First Signer) _____	City of Flint	Signature _____	Date 3/31/2020
Purchaser (Second Signer) _____		Signature _____	Date _____
Dealer Representative _____		Signature 	Date _____
Salesperson Chris Robinson		Signature _____	Date 3/31/2020

DELIVERY ACKNOWLEDGEMENT	Delivered with Operator's Manual On: 6/25/2020	Purchaser Signature: _____
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**JOHN DEERE
FINANCIAL**

7448
Deere Credit, Inc.
PO Box 6600
Johnston, IA 50131-6600

CITY OF FLINT
PO BOX 246
FLINT, MI 48501-0246

Co-Obligor or Guarantor.
See Contract for Details

Dear CITY OF FLINT,

Thank you for choosing John Deere Financial. We appreciate your business and the opportunity to be your trusted financial resource. We are committed to understanding your business, and providing the flexible financing solutions and customer service to accommodate your needs in good and challenging times. Please review and retain the enclosed insert filled with helpful information and tools to get the most from your John Deere Financial experience.

This letter is confirmation that your lease contract described below has been accepted by John Deere Financial and your account is setup. This is not an invoice.

The account number is 030-0063090-014

The details for this transaction include:

LEASE TERM START DATE	25 June 2020
LEASE TERM END DATE	25 June 2025
FIRST PAYMENT DUE DATE	25 June 2020
NUMBER OF PAYMENTS	5

LEASED EQUIPMENT				
QTY.	NEW/ USED	MFR.	MODEL	EQUIPMENT DESCRIPTION
1	NEW	JD	410L	410L BACKHOE LOADER
PRODUCT ID NO. 1T0410LXHLLF384412				

Equipment Location:
1101 S SAGINAW ST
FLINT, MI 48502-1420

You can easily manage your account or make a payment online by using MYJDFACCOUNT.COM.

If you prefer to mail a payment, please include your account number on the check and mail to:
John Deere Financial, PO Box 4450, Carol Stream, IL 60197-4450

For additional questions, please contact our Customer Service Representatives at 1-800-771-0681

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**JOHN DEERE
FINANCIAL**

Lease Schedule

7448
Sawyer

Lease Schedule No.		030-0063090-014				
Master Lease Agreement No.		0063090				
Lessee: (Name & Address)	CITY OF FLINT 1101 S SAGINAW ST, FLINT, MI 48502-1420					
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600					
LEASE TERM						
Lease Term Start Date	Lease Term End Date	# Of Payments	Lease Payment	*Sales/Use Tax	Total Lease Payment	Purchase Option Price
06/25/2020	06/25/2025	5	\$18,869.24	\$0.00	\$18,869.24	\$51,288.00
*If part of the regular scheduled lease payment						
RENEWAL TERM						
Renewal Term Start Date	Renewal Term End Date	# Of Payments	Renewal Lease Payment Amount	Sales/Use Tax	Total Renewal Lease Payment	Purchase Option Price
PAYMENT TERMS						
Due Date	1st Payment Due Date	Discount Rate	Advance Lease Payment**		\$18,869.24	
25	06/25/2020	Internal Rate of Return minus 2 percent (2%)	Origination Fee		\$0.00	
Billing Period	Irregular Payments		Security Deposit		\$0.00	
<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input checked="" type="checkbox"/> Annual <input type="checkbox"/> Irregular			Total Due At Signing		\$18,869.24	
			**Advance Lease Payment includes the first (1) and last (0) Lease Payment(s)			

"Master Agreement" shall mean the above referenced Master Lease Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement. All of the terms and conditions set forth in the Master Agreement and any amendment, addendum, schedule or attachment thereto or hereto including, but not limited to, the Equipment Return Provisions are hereby incorporated into and made a part of this Schedule.

Lease Payments. You agree to remit the Lease Payments (and applicable sales, use and property taxes) on the dates noted above and all other amounts when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60187-4450.

Hourly Charges. You certify that the engine hour meter reading on each item of Equipment is accurate as of the date you sign this Schedule. If you use any Equipment during the Lease Term for more than the Engine Hourly Limit indicated above for that item of Equipment, you will pay to us within 10 days of the Lease Term End Date (or any earlier termination of the Lease) an amount equal to the Excess Hour Charge for that item of Equipment for each engine hour in excess of the Engine Hourly Limit. If the Lease is terminated, cancelled or extended for any reason, the Hourly Limit will be prorated by us in our sole discretion.

Purchase Option. You may purchase the Equipment on the Lease Term End Date (or the Renewal Term End Date) for the applicable Purchase Option Price (plus applicable Taxes including estimated property taxes), provided (1) you are not in default; and (2) we receive the Purchase Option Price and any other amounts you owe us on or before the Lease Term End Date (or the Renewal Term End Date). Upon receipt of the Purchase Option Price, we will transfer to you all of our right, title and interest in such item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

Renewal Term. If (1) a Renewal Term is provided for above, and (2) you notify us at least sixty (60) days prior to the end of the Lease Term that you intend to renew the Lease for the Renewal Term, the Lease shall renew for the Renewal Term. You agree to remit to us the Renewal Lease Payments indicated above (plus applicable taxes and other amounts) when due and payable each Billing Period, even if we do not send you a bill or an invoice.

Representations and Warranties. You represent and warrant to us, as of the date you signed this Schedule, that (1) the Equipment was selected by you; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (3) the safe operation and the proper servicing of the Equipment were explained to you; (4) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (5) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (6) the Equipment is in good condition and repair (operating and otherwise); (7) the Equipment shall be used only for the purpose indicated herein; (8) except as disclosed to us, neither you nor any person related to you will have an equity interest in the Equipment on the Lease Term Start Date; and (9) all information provided to us by you is true and correct.

You acknowledge and agree that: (1) we did not select, manufacture or supply any of the Equipment; (2) we acquired the Equipment at your direction; (3) you selected the supplier of the Equipment; (4) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (5) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (6) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508 -- 522 of Article 2A of the Uniform Commercial Code.

Lease Payments may be based on the assumption that we will be entitled to certain tax benefits as the owner of the Equipment. If you take or fail to take any action that results in a loss of such tax benefits, you will pay us, on demand, the amount we calculate as the value of such lost tax benefits.

Lease Schedule – Equipment List

[illegible]

**JOHN DEERE
FINANCIAL**Deere Credit, Inc.
PO Box 6600
Johnston, IA 50131-6600CITY OF FLINT
PO BOX 246
FLINT, MI 48501-0246Co-Obligor or Guarantor:

Dear CITY OF FLINT,

Thank you for choosing John Deere Financial. We appreciate your business and the opportunity to be your trusted financial resource. We are committed to understanding your business, and providing the flexible financing solutions and customer service to accommodate your needs in good and challenging times. Please review and retain the enclosed insert filled with helpful information and tools to get the most from your John Deere Financial experience.

This letter is confirmation that your lease contract described below has been accepted by John Deere Financial and your account is setup. This is not an invoice.

The account number is 030-0063090-015

The details for this transaction include:

LEASE TERM START DATE	25 June 2020
LEASE TERM END DATE	25 June 2025
FIRST PAYMENT DUE DATE	25 June 2020
NUMBER OF PAYMENTS	5

LEASED EQUIPMENT				
QTY.	NEW/ USED	MFR.	MODEL	EQUIPMENT DESCRIPTION
1	NEW	JD	410L	410L BACKHOE LOADER
PRODUCT ID NO 1T0410LXALF384391				

Equipment Location:
1101 S SAGINAW ST
FLINT, MI 48502-1420

You can easily manage your account or make a payment online by using MYJDFACCOUNT.COM

If you prefer to mail a payment, please include your account number on the check and mail to:
John Deere Financial, PO Box 4450, Carol Stream, IL 60197-4450

For additional questions, please contact our Customer Service Representatives at 1-800-771-0681.

=====



**JOHN DEERE
FINANCIAL**

Lease Schedule

7449
Water

Lease Schedule No.	030-0063090-015
Master Lease Agreement No.	0063090

Lessee: (Name & Address)	CITY OF FLINT 1101 S SAGINAW ST, FLINT, MI 48502-1420
Lessor:	DEERE CREDIT, INC. 6400 NW 88 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

LEASE TERM

Lease Term Start Date	Lease Term End Date	# Of Payments	Lease Payment	*Sales/Use Tax	Total Lease Payment	Purchase Option Price
08/25/2020	06/25/2025	5	\$18,869.24	\$0.00	\$18,869.24	\$51,268.00

*If part of the regular scheduled lease payment

RENEWAL TERM

Renewal Term Start Date	Renewal Term End Date	# Of Payments	Renewal Lease Payment Amount	Sales/Use Tax	Total Renewal Lease Payment	Purchase Option Price

PAYMENT TERMS

PAYMENT DUE AT SIGNING

Due Date	1 st Payment Due Date	Discount Rate	Advance Lease Payment**	\$18,869.24
25	08/25/2020	Internal Rate of Return minus 2 percent (2%)	Origination Fee	\$0.00
Billing Period	Irregular Payments		Security Deposit	\$0.00
<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input checked="" type="checkbox"/> Annual <input type="checkbox"/> Irregular			Total Due At Signing	\$18,869.24
			**Advance Lease Payment includes the first (1) and last (0) Lease Payment(s)	

"Master Agreement" shall mean the above referenced Master Lease Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement. All of the terms and conditions set forth in the Master Agreement and any amendment, addendum, schedule or attachment thereto or hereto including, but not limited to, the Equipment Return Provisions are hereby incorporated into and made a part of this Schedule.

Lease Payments. You agree to remit the Lease Payments (and applicable sales, use and property taxes) on the dates noted above and all other amounts when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450.

Hourly Charges. You certify that the engine hour meter reading on each item of Equipment is accurate as of the date you sign this Schedule. If you use any Equipment during the Lease Term for more than the Engine Hourly Limit indicated above for that item of Equipment, you will pay to us within 10 days of the Lease Term End Date (or any earlier termination of the Lease) an amount equal to the Excess Hour Charge for that item of Equipment for each engine hour in excess of the Engine Hourly Limit. If the Lease is terminated, cancelled or extended for any reason, the Hourly Limit will be prorated by us in our sole discretion.

Purchase Option. You may purchase the Equipment on the Lease Term End Date (or the Renewal Term End Date) for the applicable Purchase Option Price (plus applicable Taxes including estimated property taxes), provided (1) you are not in default; and (2) we receive the Purchase Option Price and any other amounts you owe us on or before the Lease Term End Date (or the Renewal Term End Date). Upon receipt of the Purchase Option Price, we will transfer to you all of our right, title and interest in such item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

Renewal Term. If (1) a Renewal Term is provided for above, and (2) you notify us at least sixty (60) days prior to the end of the Lease Term that you intend to renew the Lease for the Renewal Term, the Lease shall renew for the Renewal Term. You agree to remit to us the Renewal Lease Payments indicated above (plus applicable taxes and other amounts) when due and payable each Billing Period, even if we do not send you a bill or an invoice.

Representations and Warranties. You represent and warrant to us, as of the date you signed this Schedule, that (1) the Equipment was selected by you; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (3) the safe operation and the proper servicing of the Equipment were explained to you; (4) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (5) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (6) the Equipment is in good condition and repair (operating and otherwise); (7) the Equipment shall be used only for the purpose indicated herein; (8) except as disclosed to us, neither you nor any person related to you will have an equity interest in the Equipment on the Lease Term Start Date; and (9) all information provided to us by you is true and correct.

You acknowledge and agree that: (1) we did not select, manufacture or supply any of the Equipment; (2) we acquired the Equipment at your direction; (3) you selected the supplier of the Equipment; (4) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (5) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (6) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508 - 522 of Article 2A of the Uniform Commercial Code.

Lease Payments may be based on the assumption that we will be entitled to certain tax benefits as the owner of the Equipment. If you take or fail to take any action that results in a loss of such tax benefits, you will pay us, on demand, the amount we calculate as the value of such lost tax benefits.

Lease Schedule – Equipment List

[illegible]



Page 1 of 2

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/marpo/ordiesel/ordiesel.htm>.

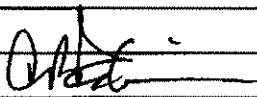
IMPORTANT WARRANTY NOTICE: The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER WHERE PERMITTED BY LAW. NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.

TERMS & CONDITIONS VERIFICATION STATEMENT

Use of John Deere Data Services ("Services"), if applicable, and all rights and obligations of John Deere and the Purchaser (or "Customer" as identified in the applicable agreement), are governed by the terms and conditions outlined in the Warranty Statement and the applicable John Deere Construction & Forestry Company Subscriptions & Data Services Dealer Agreement and/or Customer Data Services agreements available at www.johndeere.com/Agreements. Purchaser agrees to be bound by these terms and conditions if Purchaser activates or otherwise uses any of the Data Services. If Purchaser does not agree to these terms and conditions, Purchaser must not activate or otherwise use the Data Services.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version _____ (Initials) _____ and understands its terms and conditions.

Purchaser (First Signer) _____	City of Flint	Signature _____	Date 3/31/2020
Purchaser (Second Signer) _____		Signature _____	Date _____
Dealer Representative _____		Signature 	Date _____
Salesperson Chris Robinson		Signature _____	Date 3/31/2020

DELIVERY ACKNOWLEDGEMENT	Delivered with Operator's Manual On: 7/7/2020	Purchaser Signature:
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6092



JOHN DEERE FINANCIAL

Deere Credit, Inc.
PO Box 6600
Johnston, IA 50131-6600

CITY OF FLINT
PO BOX 246
FLINT, MI 48501-0246

Co-Obligor or Guarantor:
See Contract for Details

Dear CITY OF FLINT,

Thank you for choosing John Deere Financial. We appreciate your business and the opportunity to be your trusted financial resource. We are committed to understanding your business and providing the flexible financing solutions and customer service to accommodate your needs in good and challenging times. Please review and retain the enclosed insert filled with helpful information and tools to get the most from your John Deere Financial experience.

This letter is confirmation that your lease contract described below has been accepted by John Deere Financial and your account is setup. This is not an invoice.

The account number is 030-0063090-016

The details for this transaction include:

LEASE TERM START DATE	07 July 2020
LEASE TERM END DATE	07 July 2025
FIRST PAYMENT DUE DATE	07 July 2020
NUMBER OF PAYMENTS	5

LEASED EQUIPMENT				
QTY.	NEW/ USED	MFR.	MODEL	EQUIPMENT DESCRIPTION
1	NEW	JD	544L	544L WHEEL LOADER
PRODUCT ID NO. 1DW544LHCLF706957				

Equipment Location:
1101 S SAGINAW ST
FLINT, MI 48502-1420

You can easily manage your account or make a payment online by using MYJDFACCOUNT.COM.

If you prefer to mail a payment, please include your account number on the check and mail to:
John Deere Financial, PO Box 4450, Carol Stream, IL 60197-4450

For additional questions, please contact our Customer Service Representatives at 1-800-771-0681.

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JOHN DEERE FINANCIAL

Lease Schedule

Lessee: (Name & Address)		CITY OF FLINT 1101 S SAGINAW ST, FLINT, MI 48502-1420		Lease Schedule No.		030-0063090-016	
Lessor:		DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600		Master Lease Agreement No.		0063090	
LEASE TERM							
Lease Term Start Date	Lease Term End Date	# Of Payments	Lease Payment	*Sales/Use Tax	Total Lease Payment	Purchase Option Price	
07/07/2020	07/07/2025	5	\$26,442.59	\$0.00	\$26,442.59	\$78,220.32	
*If part of the regular scheduled lease payment							
RENEWAL TERM							
Renewal Term Start Date	Renewal Term End Date	# Of Payments	Renewal Lease Payment Amount	Sales/Use Tax	Total Renewal Lease Payment	Purchase Option Price	
PAYMENT TERMS							
Due Date	1st Payment Due Date	Discount Rate		PAYMENT DUE AT SIGNING			
07	07/07/2020	Internal Rate of Return minus 2 percent (2%)		Advance Lease Payment**		\$26,442.59	
Billing Period	Irregular Payments			Origination Fee		\$0.00	
<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input checked="" type="checkbox"/> Annual <input type="checkbox"/> Irregular				Security Deposit		\$0.00	
				Total Due At Signing		\$26,442.59	
				**Advance Lease Payment includes the first (1) and last (0) Lease Payment(s)			

"Master Agreement" shall mean the above referenced Master Lease Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement. All of the terms and conditions set forth in the Master Agreement and any amendment, addendum, schedule or attachment thereto or hereto including, but not limited to, the Equipment Return Provisions are hereby incorporated into and made a part of this Schedule.

Lease Payments. You agree to remit the Lease Payments (and applicable sales, use and property taxes) on the dates noted above and all other amounts when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450.

Hourly Charges. You certify that the engine hour meter reading on each item of Equipment is accurate as of the date you sign this Schedule. If you use any Equipment during the Lease Term for more than the Engine Hourly Limit indicated above for that item of Equipment, you will pay to us within 10 days of the Lease Term End Date (or any earlier termination of the Lease) an amount equal to the Excess Hour Charge for that item of Equipment for each engine hour in excess of the Engine Hourly Limit. If the Lease is terminated, cancelled or extended for any reason, the Hourly Limit will be prorated by us in our sole discretion.

Purchase Option. You may purchase the Equipment on the Lease Term End Date (or the Renewal Term End Date) for the applicable Purchase Option Price (plus applicable Taxes including estimated property taxes), provided (1) you are not in default; and (2) we receive the Purchase Option Price and any other amounts you owe us on or before the Lease Term End Date (or the Renewal Term End Date). Upon receipt of the Purchase Option Price, we will transfer to you all of our right, title and interest in such item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

Renewal Term. If (1) a Renewal Term is provided for above, and (2) you notify us at least sixty (60) days prior to the end of the Lease Term that you intend to renew the Lease for the Renewal Term, the Lease shall renew for the Renewal Term. You agree to remit to us the Renewal Lease Payments indicated above (plus applicable taxes and other amounts) when due and payable each Billing Period, even if we do not send you a bill or an invoice.

Representations and Warranties. You represent and warrant to us, as of the date you signed this Schedule, that (1) the Equipment was selected by you; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (3) the safe operation and the proper servicing of the Equipment were explained to you; (4) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (5) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (6) the Equipment is in good condition and repair (operating and otherwise); (7) the Equipment shall be used only for the purpose indicated herein; (8) except as disclosed to us, neither you nor any person related to you will have an equity interest in the Equipment on the Lease Term Start Date; and (9) all information provided to us by you is true and correct.

You acknowledge and agree that: (1) we did not select, manufacture or supply any of the Equipment; (2) we acquired the Equipment at your direction; (3) you selected the supplier of the Equipment; (4) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (5) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (6) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508 - 522 of Article 2A of the Uniform Commercial Code.

Lease Payments may be based on the assumption that we will be entitled to certain tax benefits as the owner of the Equipment. If you take or fail to take any action that results in a loss of such tax benefits, you will pay us, on demand, the amount we calculate as the value of such lost tax benefits.

Lease Schedule – Equipment List

[illegible]

190027

(Bid #19000015)

SUBMISSION NO.: _____

PRESENTED: 2-6-19

ADOPTED: 2-11-2019

**RESOLUTION TO AIS CONSTRUCTION EQUIPMENT FOR THE LEASE
OF TWO JOHN DEERE BACKHOE TRACTORS AND ONE FRONT END WHEEL LOADER**

BY THE CITY ADMINISTRATOR:

RESOLUTION

The Fleet Department is requesting the issuance of a purchase order to lease two John Deere backhoe tractors and one front end wheel loader; and

AIS Construction Equipment, 5655 Pontiac Trail, New Hudson, MI was the lowest vendor to submit a price and has submitted a cost to lease said equipment through the State of Michigan MiDeal program contract #071B7700090 and based upon the best financing lease/purchase option over five years with Deere Credit, Inc.. Funding for said services will come from the following account: 661-451.100. 940.000; and

IT IS RESOLVED, that the Department of Purchases and Supplies, upon City Council's approval, is hereby authorized to issue a purchase order to AIS Construction Equipment for a five year lease of two John Deere backhoe tractors and one front end wheel loader in an annual amount not to exceed \$54,483.92 and an aggregate amount of \$272,419.60. If the City decides to purchase said equipment at the end of the lease, the additional purchase cost will be \$236,239.00 for a total purchase of \$508,658.60. (Fleet/Central Garage Fund) \$54,483.92 FY19, \$54,483.92 FY20, \$54,483.92 FY21, \$54,483.92 FY22. If final purchase is made, an additional \$428,473.00 will be in FY22.

APPROVED PURCHASING DEPT:


Bryan D. Bond
Interim Purchasing Manager

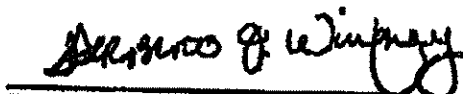
APPROVED AS TO FORM:


Angela Wheeler
Chief Legal Officer

APPROVED AS TO FINANCE


Hayley Newsome
Chief Financial Officer


Steve Branch, City Administrator


Herbert J. Winfrey, President
City Council



PURCHASER NAME AND ADDRESS (First Signer)			
NAME (First, Middle, Last)			
City of Flint			
STREET or RR 702 W. 12th Street			
CITY Flint	STATE MI	ZIP CODE 48502	COUNTY Genesee
PHONE NUMBER	EMAIL ADDRESS		
PURCHASER NAME AND ADDRESS (Second Signer)			
NAME (First, Middle, Last)			
STREET or RR			
CITY	STATE	ZIP CODE	COUNTY
PHONE NUMBER	EMAIL ADDRESS		

DEALER NAME AND ADDRESS			
DEALER NAME AIS Construction Equipment Corp.		Dealer Account No.: 17-8022	
STREET or RR 56555 Pontiac Trail			
CITY New Hudson		STATE MI	ZIP CODE 48165
		Date of Order: 3/31/2020	
Dealer Order No.:		TYPE OF SALE: LEASE	
PURCHASER TYPE: 5 City/Town/Village		MARKET USE CODE: 98 Undefined Government Use	
Add purchaser to Mailing List (Check One or More) <input type="checkbox"/> Construction <input type="checkbox"/> Utility <input type="checkbox"/> Forestry <input checked="" type="checkbox"/> Government			
PURCHASER IS: <input type="checkbox"/> Business <input type="checkbox"/> Individual		Purchaser Acct.: 53715	
<input type="checkbox"/> SOCIAL SECURITY <input type="checkbox"/> IRS TAX ID NO <input type="checkbox"/> EIN NO.: _____			

EXTENDED WARRANTY IS:		LOCATION OF FIRST WORKING USE:		STATE	COUNTY CODE
<input type="checkbox"/> Accepted	<input checked="" type="checkbox"/> Rejected _____ (Initials)	County Genesee	City Flint	MI	049

Ultimate Uptime Package Purchased:								
	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="text"/>	Initials		
QTY	NEW	DEMO	RENT	USED	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price
1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	John Deere 410L Backhoe	4	1T0410LXHLF386242	\$124,178.00
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	As per quote dated 1/14/2020			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5 Year Governmental Operating Lease			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	with 5 Annual Payments of \$18,506.40 each			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Then return or purchase for \$54,528.00			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			(1) TOTAL CASH PRICE	\$124,178.00

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN OR SERIAL NUMBER	AMOUNT	
ACKNOWLEDGMENTS: Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade in" to the Dealer at or prior to the time of delivery of the above product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay the balance due (line 9) shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the equipment ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. The Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order.			(2) TOTAL TRADE-IN ALLOWANCE		
			(3) BALANCE (1-2)		\$124,178.00
			(4) SALES TAX	RATE _____ %	\$0.00
			(5) ADDITIONAL FEES		
			(6) SUBTOTAL (3 & 4 & 5)		\$124,178.00
			(7) RENTAL APPLIED		
			(8) CASH WITH ORDER		
			(9) BALANCE DUE (6-(7 & 8))		\$124,178.00

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msprog/offdiesel/offdiesel.htm>


IMPORTANT WARRANTY NOTICE: The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.

TERMS & CONDITIONS VERIFICATION STATEMENT

Use of John Deere Data Services ("Services"), if applicable, and all rights and obligations of John Deere and the Purchaser (or "Customer" as identified in the applicable agreement), are governed by the terms and conditions outlined in the Warranty Statement and the applicable John Deere Construction & Forestry Company Subscriptions & Data Services Dealer Agreement and/or Customer Data Services agreements available at www.johndeere.com/Agreements. Purchaser agrees to be bound by these terms and conditions if Purchaser activates or otherwise uses any of the Data Services. If Purchaser does not agree to these terms and conditions, Purchaser must not activate or otherwise use the Data Services.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version _____ (Initials) _____ and understands its terms and conditions.

Purchaser (First Signer) _____	City of Flint	Signature _____	Date 3/31/2020
Purchaser (Second Signer) _____		Signature _____	Date _____
Dealer Representative _____		Signature 	Date _____
Salesperson _____	Chris Robinson	Signature _____	Date 3/31/2020

DELIVERY ACKNOWLEDGEMENT	Delivered with Operator's Manual On: 7/28/2020	Purchaser Signature: _____
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Lease Schedule

Lease Schedule No.	030-0063090-017
Master Lease Agreement No.	0063090

Lessee: (Name & Address)	CITY OF FLINT 1101 S SAGINAW ST, FLINT, MI 48502-1420
Lessor:	DEERE CREDIT, INC. 6400 NW 86 th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

LEASE TERM

Lease Term Start Date	Lease Term End Date	# Of Payments	Lease Payment	*Sales/Use Tax	Total Lease Payment	Purchase Option Price
07/28/2020	07/28/2025	5	\$18,506.41	\$0.00	\$18,506.41	\$54,528.00

*If part of the regular scheduled lease payment

RENEWAL TERM

Renewal Term Start Date	Renewal Term End Date	# Of Payments	Renewal Lease Payment Amount	Sales/Use Tax	Total Renewal Lease Payment	Purchase Option Price

PAYMENT TERMS

Due Date	1 st Payment Due Date	Discount Rate	Advance Lease Payment**	\$18,506.41
28	07/28/2020	Internal Rate of Return minus 2 percent (2%)	Origination Fee	\$0.00
Billing Period	Irregular Payments		Security Deposit	\$0.00
<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input checked="" type="checkbox"/> Annual <input type="checkbox"/> Irregular			Total Due At Signing	\$18,506.41
			**Advance Lease Payment includes the first (1) and last (5) Lease Payment(s)	

"Master Agreement" shall mean the above referenced Master Lease Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement. All of the terms and conditions set forth in the Master Agreement and any amendment, addendum, schedule or attachment thereto or hereto including, but not limited to, the Equipment Return Provisions are hereby incorporated into and made a part of this Schedule.

Lease Payments. You agree to remit the Lease Payments (and applicable sales, use and property taxes) on the dates noted above and all other amounts when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450.

Hourly Charges. You certify that the engine hour meter reading on each item of Equipment is accurate as of the date you sign this Schedule. If you use any Equipment during the Lease Term for more than the Engine Hourly Limit indicated above for that item of Equipment, you will pay to us within 10 days of the Lease Term End Date (or any earlier termination of the Lease) an amount equal to the Excess Hour Charge for that item of Equipment for each engine hour in excess of the Engine Hourly Limit. If the Lease is terminated, cancelled or extended for any reason, the Hourly Limit will be prorated by us in our sole discretion.

Purchase Option. You may purchase the Equipment on the Lease Term End Date (or the Renewal Term End Date) for the applicable Purchase Option Price (plus applicable Taxes including estimated property taxes), provided (1) you are not in default; and (2) we receive the Purchase Option Price and any other amounts you owe us on or before the Lease Term End Date (or the Renewal Term End Date). Upon receipt of the Purchase Option Price, we will transfer to you all of our right, title and interest in such item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

Renewal Term. If (1) a Renewal Term is provided for above, and (2) you notify us at least sixty (60) days prior to the end of the Lease Term that you intend to renew the Lease for the Renewal Term, the Lease shall renew for the Renewal Term. You agree to remit to us the Renewal Lease Payments indicated above (plus applicable taxes and other amounts) when due and payable each Billing Period, even if we do not send you a bill or an invoice.

Representations and Warranties. You represent and warrant to us, as of the date you signed this Schedule, that (1) the Equipment was selected by you; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (3) the safe operation and the proper servicing of the Equipment were explained to you; (4) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (5) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (6) the Equipment is in good condition and repair (operating and otherwise); (7) the Equipment shall be used only for the purpose indicated herein; (8) except as disclosed to us, neither you nor any person related to you will have an equity interest in the Equipment on the Lease Term Start Date; and (9) all information provided to us by you is true and correct.

You acknowledge and agree that: (1) we did not select, manufacture or supply any of the Equipment; (2) we acquired the Equipment at your direction; (3) you selected the supplier of the Equipment; (4) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (5) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (6) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508 - 522 of Article 2A of the Uniform Commercial Code.

Lease Payments may be based on the assumption that we will be entitled to certain tax benefits as the owner of the Equipment. If you take or fail to take any action that results in a loss of such tax benefits, you will pay us, on demand, the amount we calculate as the value of such lost tax benefits.

Lease Schedule – Equipment List

[illegible]



RESOLUTION NO.: 220369
PRESENTED: SEP - 7 2022
ADOPTED: _____

BY THE CITY ADMINISTRATOR:

RESOLUTION TO NATIONAL COOPERATIVE LEASING FOR EQUIPMENT LEASES

WHEREAS, The Fleet department leases vehicles as part of the fleet maintenance and replacement program. The Fleet Department currently has lease agreements with National Cooperative Leasing for seven (7) 2019 Tandem Axle Dump Trucks.

WHEREAS, The Fleet Department recommends the annual lease payment for National Cooperative Leasing for \$272,943.79 for FY2023.

Funds are to come from the following account(s):

Account Number	Account Name	Amount
661-229.000-940.000	Rentals	\$ 272,943.79
	FY23 GRAND TOTAL	\$272,943.79

IT IS RESOLVED, that the Appropriate City Officials are authorized to do all things necessary to extend the lease contract with National Cooperative Leasing to provide seven (7) leased tandem Axle Dump Truck Vehicles for FY23 (07/01/22-06/30-23) in an amount not-to-exceed \$272, 943.79.

APPROVED AS TO FORM:

William Kim
William Kim (Aug 25, 2022 16:28 EDT)

William Kim, City Attorney

APPROVED AS TO FINANCE:

Robert J.F. Widigan
Robert J.F. Widigan (Aug 25, 2022 14:56 EDT)

Robert J.F. Widigan, Chief Financial Officer

FOR THE CITY OF FLINT:

Clyde D. Edwards
Clyde D. Edwards (Aug 26, 2022 10:35 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:

Lauren Rowley

Lauren Rowley, Purchasing Manager



CITY OF FLINT

STAFF REVIEW FORM

TODAY'S DATE: 8/11/2022

BID/PROPOSAL#

AGENDA ITEM TITLE: Lease Payment for Seven (7) Plow Trucks

PREPARED BY: Christine Tagg, Fleet Services

VENDOR NAME: Lease Servicing Center

BACKGROUND/SUMMARY OF PROPOSED ACTION:

Fleet Services is requesting a purchase order be issued for FY23 in the amount of \$272,943.79 for the fourth lease payment of the 6-year lease on seven (7) International HV607 plow trucks originally purchased through the MIDeal vendor/dealer Tri County International Trucks, Inc utilizing the National Cooperative Leasing Sourcewell Contract #032615-NCL. Original Council Resolution #190417.

FINANCIAL IMPLICATIONS

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

Dept.	Name of Account	Account Number	Grant Code	Amount
3331	Rentals	661-229.000-940.000		\$272,943.79
		FY23 GRAND TOTAL		\$272,943.79

PRE-ENCUMBERED? YES ☒ NO ☐ **REQUISITION NO:** 230005962

ACCOUNTING APPROVAL: Christine Tagg
Christine Tagg (Aug 11, 2022 06:57 EDT)

Date: August 11, 2022



CITY OF FLINT

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☒

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 \$272,943.79

BUDGET YEAR 2

BUDGET YEAR 3

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

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

DEPARTMENT HEAD SIGNATURE: _____


Aaron Cottrell (Aug 11 2022 07:02 EDT)

(Aaron R. Cottrell, Fleet Administrator)

DEPARTMENT HEAD MUST SIGN



June 19, 2019

City of Flint, MI

Re: Municipal Lease/Purchase Financing Proposal

Dear Sir or Madam:

Lease Servicing Center, Inc. dba National Cooperative Leasing ("NCL") is pleased to propose to the City of Flint, MI the following tax-exempt Lease/purchase transaction as outlined below. Under this transaction, the City of Flint, MI would enter into a municipal Lease/purchase agreement with NCL for the purpose of acquiring a 2020 HV607. This transaction is subject to formal review and approval by both the Lessor and Lessee.

LESSEE:	City of Flint, MI
LESSOR:	Lease Servicing Center, Inc. dba National Cooperative Leasing & it's assigns
EQUIPMENT:	2020 HV607
EQUIPMENT COST:	\$213,115.00
DOWN-PAYMENT:	\$0
AMOUNT FINANCED:	<u>\$213,115.00</u>
TERM:	<u>6 Years</u>
ANNUAL LEASE PAYMENTS:	\$ 39,740.95
FIRST PAYMENT DUE:	At Lease Commencement
PURCHASE OPTION:	\$1.00
PRICING:	The Rates and Payments outlined above are locked, provided this proposal is accepted by the Lessee by June 30, 2019 and the transaction closes/funds prior to July 31, 2019. After these days, the final Rate and Payments shall be adjusted commensurately with market rates in effect at the time of funding and shall be fixed for the entire lease term.
DOCUMENTATION FEE:	\$250 paid to Lessor at closing

DOCUMENTATION:

Lessor shall provide all of the documentation necessary to close this transaction. This documentation shall be governed by the laws of the State of lessee.

TITLE / INSURANCE:

Lessee shall retain title to the equipment during the lease term. Lessor shall be granted a perfected security interest in the equipment and the Lessee shall keep the equipment free from any/all liens or encumbrances during the term. Lessee shall provide adequate loss and liability insurance coverage, naming Lessor as additional insured and loss-payee.

TAX STATUS:

Interest under the Financing will be tax-exempt and shall be designated by Lessee as a Qualified Tax Exempt Obligation pursuant to Section 265(b)(3) of the IRS Code.

**SOURCEWELL CONTRACT:
#032615-NCL**

NCL has been competitively bid and awarded a contract through Sourcewell (Formerly NJPA).
NCL's Sourcewell Contract # is 032615-NCL.

We appreciate this opportunity to offer an NCL Financing Solution. Please do not hesitate to contact me if you have any questions at (866) 763-7600. Acceptance of this proposal is required prior to credit underwriting by NCL. Upon acceptance of this proposal, please scan and e-mail to my attention. Thank you again.

Sincerely,

Jake Ost -(866) 763-7600

jost@lscfinancial.com

ACCEPTANCE

As a duly authorized agent of the City of Flint, MI, I hereby accept the terms of this proposal as outlined above and intend to close this financing with NCL, subject to final approval.

ACCEPTED: _____ DATE: _____

NAME: _____ TITLE: _____

PHONE: _____

WE ARE PROVIDING THE INFORMATION CONTAINED HEREIN FOR INFORMATIONAL PURPOSES ONLY IN CONNECTION WITH POTENTIAL ARMS-LENGTH COMMERCIAL BANKING TRANSACTIONS. IN PROVIDING THIS INFORMATION, WE ARE ACTING FOR OUR OWN INTEREST AND HAVE FINANCIAL AND OTHER INTERESTS THAT DIFFER FROM YOURS. WE ARE NOT ACTING AS A MUNICIPAL ADVISOR OR FINANCIAL ADVISOR TO YOU, AND HAVE NO FIDUCIARY DUTY TO YOUR OR ANY OTHER PERSON PURSUANT TO SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934. THE INFORMATION CONTAINED IN THIS DOCUMENT IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUED AS "ADVICE" WITHIN THE MEANING OF SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934 AND THE MUNICIPAL ADVISOR RULES OF THE SEC. WE ARE NOT RECOMMENDING THAT YOU TAKE AN ACTION WITH RESPECT TO THE INFORMATION CONTAINED HEREIN. BEFORE ACTING ON THIS INFORMATION, YOU SHOULD DISCUSS IT WITH YOUR OWN FINANCIAL AND/OR MUNICIPAL, LEGAL, ACCOUNTING, TAX AND OTHER ADVISORS AS YOU DEEM APPROPRIATE. IF YOU WOULD LIKE A MUNICIPAL ADVISOR THAT HAS LEGAL FIDUCIARY DUTIES TO YOU, THEN YOU ARE FREE TO ENGAGE A MUNICIPAL ADVISOR TO SERVE IN THAT CAPACITY.

(CONTRACT)

190417
SUBMISSION NC

PRESENTED: 10-9-19

ADOPTED: 10-14-2019

**RESOLUTION TO NATIONAL COOPERATIVE LEASING FOR
SEVEN (7) TANDEM AXLE DUMP TRUCKS**

BY THE CITY ADMINISTRATOR:

RESOLUTION

As part of the replacement plan for FY20, the Fleet Department is requesting the issuance of a purchase order to lease/purchase seven (7) each 2019 Tandem Axle Dump Trucks with underbody, wing and front snow plows from the MIDeal vendor, Tri County International Trucks (Contract #071B6600122) with financing through National Cooperative Leasing using Sourcewell Contract#032615-NCL; and

National Cooperative Leasing, 220 22nd Ave. E. Suite 106, Alexandria, MN has submitted a municipal cost agreement to lease/purchase said vehicles using NCL's Source well Contract #032615-NCL. The trucks are to be utilized by the Street Maintenance Department for construction operations and snow removal. The trucks will replace seven (7) 2006 Peterbilt Dump Trucks that have been in service for fourteen (14) years. The Municipal lease term is for six (6) years with an annual payment of \$278,186.65 per year, with a \$1 per vehicle buyout at the end of the lease. Funding for said services will come from the following account: 661-451 100-940.000.

IT IS RESOLVED, that the Proper City Officials are hereby authorized to approve the issuance of a purchase order for the first year of a six years lease/purchase of seven (7) each Tandem Axle Dump Trucks with underbody, wing and front snow plows with financing through National Cooperative Leasing over a six year lease/per year, in an amount not to exceed annually of \$278,186.6 with a \$1 per vehicle buyout at the end of the lease

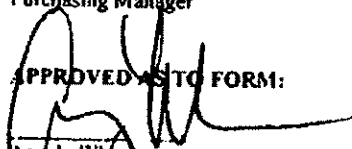
APPROVED PURCHASING DEPT:


Joyce A. McClane
Purchasing Manager


APPROVED AS TO FINANCE:


Tamar A. Lewis
Deputy Finance Director

APPROVED AS TO FORM:


Angela Wheeler
Chief Legal Officer


Steve Branch, City Administrator


Herbert J. Winfrey, Council President



RESOLUTION NO.: 210360
PRESENTED: AUG - 4 2021
ADOPTED: AUG 10 2021

BY THE CITY ADMINISTRATOR:

RESOLUTION TO NATIONAL COOPERATIVE LEASING FOR EQUIPMENT LEASES

WHEREAS, the Fleet department leases vehicles as part of the fleet maintenance and replacement program. The Fleet department currently has leases with National Cooperative Leasing for seven 2019 Tandem Axle Dump Trucks. The Fleet department recommends the annual lease payment for National Cooperative Leasing for \$272,943.78 for FY2022.

Account Number	Account Name	Amount
661-451.100-940.000	Rentals	\$272,943.78
	FY2022 GRAND TOTAL	\$272,943.78

IT IS RESOLVED, that the appropriate City Officials are authorized to do all things necessary to extend the contract with National Cooperative Leasing to provide seven leased vehicles for FY2022 in the amount of \$272,943.78.

APPROVED AS TO FORM:

Angela Wheeler
Angela Wheeler (Jul 27, 2021 12:45 EDT)
Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:

Shelbi Frayer
Shelbi Frayer (Jul 27, 2021 10:58 EDT)
Shelbi Frayer, Chief Financial Officer

FOR THE CITY OF FLINT:

CLYDE D EDWARDS
CLYDE D EDWARDS (Jul 27, 2021 17:58 EDT)
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

Kate Fields
Kate Fields, City Council President

APPROVED AS TO PURCHASING:

Jennifer Ryan
Jennifer Ryan (Jul 28, 2021 13:55 EDT)
Jennifer Ryan, Deputy Finance Director



RESOLUTION NO.: 220370

PRESENTED: SEP - 7 2022

ADOPTED: _____

BY THE CITY ADMINISTRATOR:

RESOLUTION TO VERSALIFT MIDWEST FOR AERIAL PLATFORM LIFT

WHEREAS, The City of Flint DPW Department, Transportation and Traffic Engineering Divisions, is in need of an articulating and telescopic aerial platform lift to be used for the installation, repair and maintenance of all city traffic signals.


WHEREAS, The City of Flint Fleet Division is recommending a Purchase Order for FY2023 be issued to Versalift Midwest, Shelby Township, MI, in the amount of \$149,228.00. They have the sole available apparatus that the city needs, currently in production. Versalift Midwest also has a State of Michigan MIDeal contract available for city utilization for this type of equipment (aerial towers and accessories.)

The funds will come from the following account(s):

Account Number	Account Name	Amount
661-229.000-977.500	Vehicle	\$ 149,228.00
	FY23 GRAND TOTAL	\$149,228.00


IT IS RESOLVED, that the Division of Purchases and Supplies is hereby authorized to issue a Purchase Order to Versalift Midwest, for an Insulated Articulated Telescopic Aerial Device for an FY23 (07/01/22-06/30/23) amount not to exceed \$149,228.00.

APPROVED AS TO FORM:


William Kim (Aug 26, 2022 17:20 EDT)

William Kim, City Attorney

APPROVED AS TO FINANCE:


Robert J.F. Widigan (Aug 26, 2022 11:18 EDT)

Robert J.F. Widigan, Chief Financial Officer

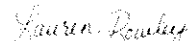
FOR THE CITY OF FLINT:


Clyde D. Edwards (Aug 26, 2022 12:31 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:



Lauren Rowley, Purchasing Manager



CITY OF FLINT

STAFF REVIEW FORM

TODAY'S DATE: 8/10/2022

BID/PROPOSAL#

AGENDA ITEM TITLE: Aerial Platform Lift – Articulating, Telescopic

PREPARED BY Aaron Cottrell, Fleet Services
(Please type name and Department)

VENDOR NAME: Versalift Midwest

BACKGROUND/SUMMARY OF PROPOSED ACTION:

After researching, evaluation, and discussion with Traffic Engineering and Transportation Admin, Fleet Administration is recommending a Purchase Order be issued with Versalift Midwest for the purchase of a new VST-40MHI insulated, articulating, telescopic aerial platform lift to be used in the installation, repair, and maintenance of all traffic signals and all regulatory, warning, and directional signage within the City of Flint public right-of way. A new aerial platform is needed to replace an older truck that cannot be recertified for use.

This is the sole available apparatus Fleet has been able to find of this type, in production at this time, and has an estimated delivery date in May 2023; any new custom-builds are predicted to have available delivery dates in late 2025.

FINANCIAL IMPLICATIONS: \$149,228.00

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

Dept.	Name of Account	Account Number	Grant Code	Amount
3331	Vehicle	661-229.000-977.500		\$149,228.00
		FY23 GRAND TOTAL		\$149,228.00

PRE-ENCUMBERED? YES ☒ NO ☐ **REQUISITION NO:** 230006209

ACCOUNTING APPROVAL: Aaron Cottrell **Date:** August 10, 2022



CITY OF FLINT

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 \$149,228.00

BUDGET YEAR 2 \$

BUDGET YEAR 3 \$

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

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

DEPARTMENT HEAD SIGNATURE: Aaron R. Cottrell Digitally signed by Aaron R. Cottrell
Date: 2022.08.26 08:20:39 -04'00'
(Aaron R. Cottrell, Fleet Administrator)

DEPARTMENT HEAD MUST SIGN



Quote Summary Form

Finance Department - Division of Purchases & Supplies

Instructions: Use this form to summarize verbal or written quotes \$10,000 and under and to recommend a vendor for award. Purchaser must request a minimum of three quotes; if a vendor declines to quote, indicate so under "Total Quote Amount". **Check appropriate box below and complete form.**

PURSUANT TO SECTION 18-21.6
SMALL PURCHASES
\$10,000 OR LESS

- ☐ A minimum of three quotes - To the extent possible and practical
- ☒ Sole Source (Please Explain Below & Indicate Name of Sole Source)
- ☒ Cooperative Bid (Mideal, Sourcewell and Other...) Indicate Vendor's Name - Detailed Explanation Below
- ☐ Other (Please Explain Below - Detailed Explanation)

PLEASE ATTACH THIS FORM TO YOUR REQUISITION AND/OR FORWARD TO PURCHASING AT LROWLEY@CITYOFFLINT.COM

Requestor Name Aaron Cottrell	Department/Division Fleet Services	Requisition Number 230006209
----------------------------------	---------------------------------------	---------------------------------

	Date	Vendor Name	Contact Person	Phone and/or Email	Total Quote Amount, Incl. Freight /Shipping
1	8/9/22	Versalift Midwest	John Willerer	(586) 991-0054 johnwillerer@versalift.com	\$149,228.00
2					
3					

DETAILED EXPLANATION:

Versalift Midwest is the only vendor with a vehicle currently in production that can meet the needs of Traffic Engineering. This vehicle has an expected delivery date in May 2023; custom ordering a different vehicle through this, or any other, vendor would result in an expected delivery of late-2024.

Requestor Signature:

Aaron R. Cottrell

Digitally signed by Aaron R. Cottrell
Date: 2022.08.09 10:25:25 -04'00'

Date:

8/9/2022

VST-36/40/47/52-I

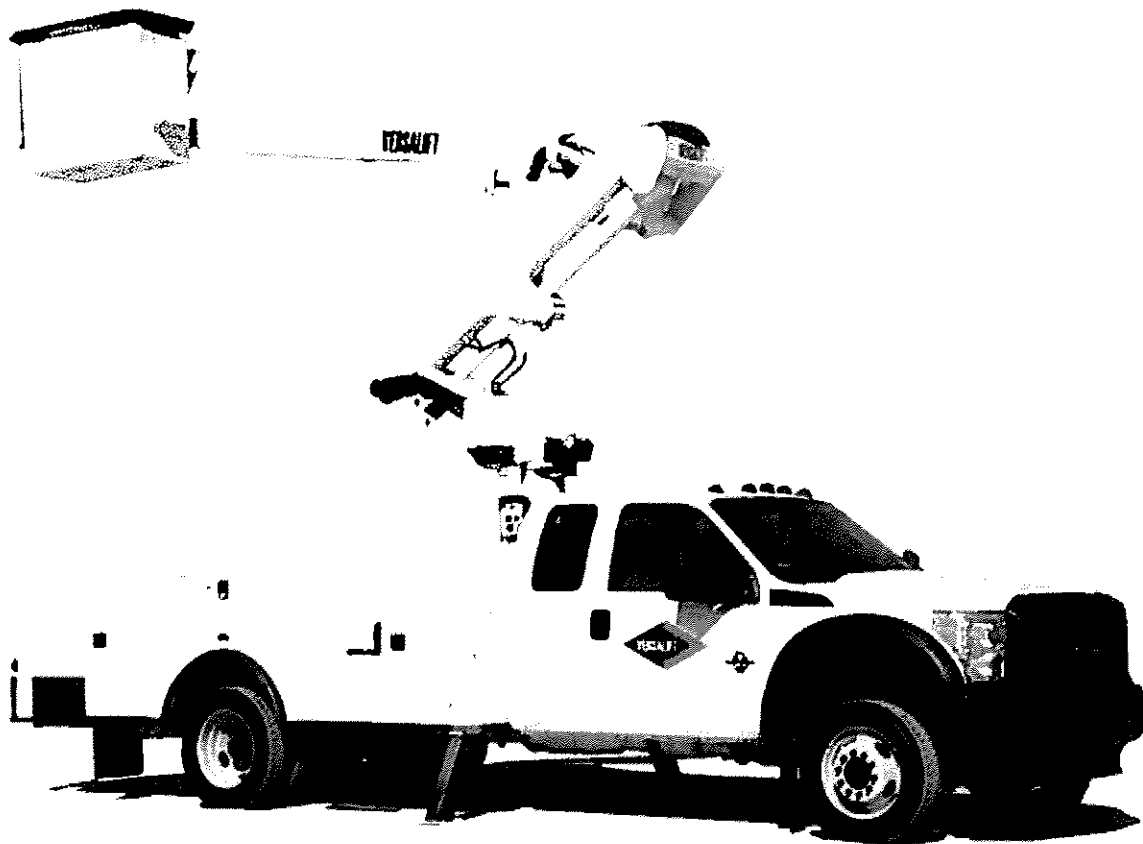
Insulated Articulated Telescopic Aerial Device

PLATFORM ROTATION: 180° Hydraulic

JIB CAPACITY: Up to 1000 lbs

WORKING HEIGHT: Up to 45' 4"

HORIZONTAL REACH: Up to 30' 2"



The **VERSALIFT** product line has grown to encompass models for every market. Whether it be a 229' man lift or a 160' material handler, there is a **VERSALIFT** to get the job done.

For more information

Versalift
254-399-2100
www.VERSALIFT.com

VERSALIFT - Time Manufacturing 7601 Imperial Drive Waco, Texas 76712 254-399-2100 | www.VERSALIFT.com

VST-36/40/47/52-I

Articulated Telescopic Aerial Device



General Specifications (based on 40" frame)	VST-36-I	VST-40-I	VST-47-I	VST-52-I
Horizontal Reach	36' 2" (10.9m)	40' 2" (12.2m)	47' 2" (14.4m)	52' 8" (16.0m)
Maximum Platform Capacity	1250 lbs. (567 kg)	1250 lbs. (567 kg)	1250 lbs. (567 kg)	1250 lbs. (567 kg)
Platform Rotation	360°	360°	360°	360°
Maximum Jib Capacity	1400 lbs. (635 kg)	1400 lbs. (635 kg)	1400 lbs. (635 kg)	1400 lbs. (635 kg)
HEIGHT WITH STANDARD PEDESTAL				
Bottom of Platform Height	35' 1" (10.7m)	39' 4" (12.0m)	46' 4" (14.1m)	51' 6" (15.7m)
Working Height	39' 4" (12.0m)	43' 7" (13.3m)	50' 1" (15.3m)	55' 8" (17.0m)
Stowed Travel Height	35' 5" (10.8m)	40' 7" (12.4m)	47' 0" (14.3m)	52' 1" (15.9m)
BOOM ACTION				
Outer/Inner Boom Articulation	15° / 15°	15° / 15°	15° / 15°	15° / 15°
Inner Boom Extension	10' 0" (3.0m)	10' 0" (3.0m)	10' 0" (3.0m)	10' 0" (3.0m)
Lower Boom Articulation	15° / 15°	15° / 15°	15° / 15°	15° / 15°
Rotation	360° / 360°	360° / 360°	360° / 360°	360° / 360°
INSULATION (WHERE APPLICABLE)				
Upper Boom Insulation Gap	1' 0" (0.3m)	1' 0" (0.3m)	1' 0" (0.3m)	1' 0" (0.3m)
Lower Boom Insulation Gap	1' 0" (0.3m)	1' 0" (0.3m)	1' 0" (0.3m)	1' 0" (0.3m)
VEHICLE REQUIREMENTS				
Cab to Axle (minimum)	12' 0" (3.7m)	12' 0" (3.7m)	12' 0" (3.7m)	12' 0" (3.7m)
GVWR	12500 lbs. (5670 kg)	12500 lbs. (5670 kg)	12500 lbs. (5670 kg)	12500 lbs. (5670 kg)

NOTE

- Specifications may vary without prior notice
- Required GVWR can vary significantly with chassis, lift mounting, location, service body, accessories and desired payload.

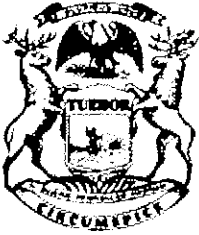
OPTIONS:

- Auxiliary Outriggers
- Second Set of Tool Power Ports
- Backup Pump
- Hydraulic Jib/Winch (Reduces Platform Capacity 100 lbs.)
- Various Pedestal Heights
- TruGuard
- Automatic Boom Latch
- Platform Elevator









**STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES**

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **6**

to

Contract Number **071B7700166**

CONTRACTOR	VERSALIFT MIDWEST LLC	STATE	Program Manager	Scott Poyer	SW
	51761 Danview Tech		Contract Administrator	517-284-6448	
	Shelby Twp., MI 48315			poyers@Michigan.gov	
	John Willerer			Yvon Dufour	DTMB
	586-991-0054			(517) 249-0455	
	johnwillerer@versalift.com			dufoury@michigan.gov	
	CV0043297				

CONTRACT SUMMARY

AERIAL TOWERS FOR PURCHASE

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 1, 2017	June 30, 2022	2 - 1 Year	June 30, 2022

PAYMENT TERMS

DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS

EXTENDED PURCHASING

☐ P-Card

☐ PRC

☐ Other

☒ Yes

☐ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	2 years	<input type="checkbox"/>		June 30, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$4,500,000.00	\$0.00	\$4,500,000.00		

DESCRIPTION

Effective 4/25/2022, the first and second option years on this contract are hereby exercised. The revised contract expiration date is 6/30/2024. All other terms, conditions, specifications and pricing remain the same. Per DTMB request, and DTMB Procurement approval.



RESOLUTION NO.: 220375

PRESENTED: SEP - 7 2022

ADOPTED: _____

**RESOLUTION AUTHORIZING AGREEMENT WITH GENESEE COUNTY FOR
OPERATION OF THE FLINT HOLDING FACILITY FROM OCTOBER 01, 2022 THROUGH
SEPTEMBER 30, 2023**

The City of Flint Police Department includes a 110-person holding facility with the ability to hold detainees for up to 72 hours, the City desires to continue utilizing the holding facility, and has sought funding from the State of Michigan to operate the facility; and

The Genesee County Sheriff currently operates the holding facility. The City and the Sheriff have agreed to the terms of a contract for the Sheriff to continue operating the facility for the period October 01, 2022 through September 30, 2023. Pursuant to that agreement, the Sheriff will operate the Flint Holding Facility for a contract price not-to-exceed \$2,410,471.00; and

Account Number	Account Name	Amount
101-305.205-801.000	Professional Services	\$2,410,471.00
Grand Total for October 01, 2022 – September 30, 2023		\$2,410,471.00.

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

It is the determination of the City that it is in best interest to enter into a contract with the Sheriff to continue operating the holding facility for the period October 01, 2022 through September 30, 2023.

IT IS RESOLVED, that the appropriate City Officials are to do all things necessary to enter into the attached agreement with the Genesee County for operations of the Flint Holding Facility for the period October 01, 2022 through September 30, 2023.

FOR CITY OF FLINT:

Clyde D. Edwards

Clyde D. Edwards (Aug 29, 2022 10:55 EDT)

Clyde Edwards, City Administrator

CITY COUNCIL:

APPROVED AS TO FORM:

William Kim

William Kim (Aug 26, 2022 15:55 EDT)

William Kim, City Attorney

APPROVED AS TO FINANCE:

Robert J. F. Widigan

Robert J. F. Widigan (Aug 26, 2022 16:15 EDT)

Robert J. F. Widigan, Chief Financial Officer



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: August 26, 2022

BID/PROPOSAL#

AGENDA ITEM TITLE: RESOLUTION AUTHORIZING AN AGREEMENT WITH GENESEE COUNTY FOR OPERATION OF THE FLINT HOLDING FACILITY FOR THE PERIOD OCTOBER 01, 2022 THROUGH SEPTEMBER 30, 2023

PREPARED BY: William Kim / Legal Department

VENDOR NAME:

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The City of Flint Police Department includes a 110-person holding facility with the ability to hold detainees for up to 72 hours. The Genesee County Sheriff currently operates the holding facility. The City desires to continue utilizing the holding facility and has sought funding from the State of Michigan to operate the facility.

The City and the Sheriff have agreed to the terms of a contract for the Sheriff to continue operating the facility for the period October 01, 2022 through September 30, 2023. Pursuant to that agreement, the Sheriff will operate the Flint Holding Facility for a contract price not-to-exceed \$2,410,471.00 for September 01, 2021 – October 31, 2022. See proposed Genesee County 22-23 Budget attached here.

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

FINANCIAL IMPLICATIONS:

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

Dept.	Name of Account	Account Number	Grant Code	Amount
Police	Professional Services	101-305.205-801.000		\$2,410,471.00
		FY20/21 GRAND TOTAL		\$2,410,471.00



CITY OF FLINT

PRE-ENCUMBERED? YES ☐ NO ☐ REQUISITION NO: _____

ACCOUNTING APPROVAL: Robert J.F. Widigan
Robert J.F. Widigan (Aug 26, 2022 10:15 EDT)

Date: _____

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐

(If yes, please indicate how many years for the contract) 1 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: William Kim
William Kim (Aug 26, 2022 15:55 EDT)

(PLEASE TYPE NAME, TITLE)

GL NUMBER	DESCRIPTION	Proposed Budget 22-23
Fund 2863 - CITY OF FLINT LOCKUP		
Dept 351.00 - CORRECTIONS		
2863-351.00-674.035	LOCAL CONTRIBUTION FLINT	2,410,471.00
	Revenues Total	2,410,471.00
2863-351.00-702.000	SALARIES & WAGES	1,215,737.00
2863-351.00-713.000	OVERTIME	250,000.00
2863-351.00-714.000	LONGEVITY	21,041.00
	Salary Total	1,486,778.00
2863-351.00-709.000	SOCIAL SECURITY	119,731.00
2863-351.00-718.000	MEDICAL INSURANCE	284,992.00
2863-351.00-723.000	POST-RETIREMENT BENEFIT	134,578.00
2863-351.00-725.000	OPTICAL INSURANCE	2,225.00
2863-351.00-726.000	DENTAL INSURANCE	17,493.00
2863-351.00-727.000	LIFE HEALTH INSURANCE	12,839.00
2863-351.00-728.000	RETIREMENT	179,429.00
2863-351.00-729.000	WORKERS COMPENSATION	24,537.00
2863-351.00-730.000	UNEMPLOYMENT	2,974.00
	Fringe Total	778,798.00
2863-351.00-752.000	SUPPLIES OTHER	5,000.00
2863-351.00-754.000	SUPPLIES OFFICE	5,000.00
2863-351.00-762.000	SUPPLIES FOOD	40,000.00
2863-351.00-763.000	SUPPLIES	12,000.00
2863-351.00-768.000	SUPPLIES-INMATE CLOTHING	5,000.00
2863-351.00-768.001	LAUNDRY ROBES UNIFORMS	5,000.00
2863-351.00-801.008	INTERNET PROVIDER CHGS	5,000.00
2863-351.00-931.000	REPAIRS EQUIPMENT	2,000.00
2863-351.00-957.004	CONVENIENCE COPIER CHARGES	7,000.00
2863-351.00-957.005	MOTOR POOL CHARGES	3600
2863-351.00-958.014	CSA	55,295.00
	Total Non Personnel Exp	144,895.00
 Fund 2863 - CITY OF FLINT LOCKUP:		
TOTAL REVENUES		2,410,471.00
TOTAL EXPENDITURES		2,410,471.00



RESOLUTION NO.: 220376

PRESENTED: SEP - 7 2022

ADOPTED: _____

RESOLUTION AUTHORIZING CHANGE ORDER #3 TO GENESEE COUNTY LAND BANK CONTRACT FOR REIMBURSEMENT AFTER DEMOLISHING PROPERTIES THEY OWN FOR WHICH THERE IS FIRE INSURANCE FUNDS HELD IN ESCROW

BY THE CITY ADMINISTRATOR:

WHEREAS, the Development Division (Building Safety and Inspections) within the Department of Planning and Development has identified an additional \$219,626.90 in fire insurance funds held in escrow by the City for properties owned by the Genesee County Land Bank (GCLB); and

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

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

WHEREAS, the City of Flint has a Memorandum of Understanding in place with the GCLB which has allowed for an executed contract that is in place for a total amount of \$115,706.64 of fire insurance settlement funds held for Authority-owned properties targeted for demolition to allow the City to reimburse the GCLB for demolition work undertaken on those properties for the lesser of the cost of demolition or the amount of funds held in escrow for the subject property; and

WHEREAS, increasing the existing contract with GCLB by \$219,626.90 will allow them to request reimbursement after demolishing the additional properties they own which have fire insurance funds held in escrow and are correlated to the \$219,626.90; and


WHEREAS, due to the increase in properties to be demolished, requesting the contract be extended an additional 6 months until June 30, 2023; and

Funding is to come from the following account:

Account Number	Account Name/Grant Code	Amount
249-000.000-393.050	Reserve for Fire Escrow	\$335,333.44
	FY22/23 Grand Total Not to Exceed:	\$335,333.44

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary to complete and execute Change Order #3 with the Genesee County Land Bank to increase the contract with GCLB by \$219,626.90 for a new contract total of \$335,333.44 and to extend the contract by 6 months to June 30, 2023.

APPROVED AS TO FORM:


William Kim (Aug 11, 2022 16:30 EDT)

William Kim, City Attorney

FOR THE CITY OF FLINT:


CLYDE D EDWARDS (Aug 24, 2022 16:25 EDT)

Clyde Edwards, City Administrator

APPROVED AS TO FINANCE:


Robert J.F. Widigan (Aug 12, 2022 13:50 EDT)

Robert J.F. Widigan, Chief Financial Officer

APPROVED BY CITY COUNCIL:



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 07/29/2022

BID/PROPOSAL#

AGENDA ITEM TITLE: Resolution authoring change order #3 to Genesee County Land Bank Contract for reimbursement after demolishing properties they own for which there is fire insurance funds held in escrow.

PREPARED BY : Mary Jarvis, Planning and Development Accounting Coordinator

VENDOR NAME: Genesee County Land Bank

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The Development Division within the Department of Planning and Development has identified an additional \$219,626.90 in fire insurance funds held in escrow by the City for properties owned by the Genesee County Land Bank (GCLB). Those funds can only be used to pay for the demolition or repair cost of the property to which they are attached – legally they cannot be used for any other purpose. The existence of these funds has the potential to close the gap between existing resources that the GCLB has slated to demolish these buildings and the total cost, allowing for more dangerous buildings to be demolished without any financial outlay by the City. The City of Flint has a Memorandum of Understanding in place with the GCLB which has allowed for an executed contract that is in place for a total amount of \$115,706.64 of fire insurance settlement funds held for Authority-owned properties targeted for demolition to allow the City to reimburse the GCLB for demolition work undertaken on those properties for the lesser of the cost of demolition or the amount of funds held in escrow for the subject property. Increasing the existing contract with GCLB by \$219,626.90 will allow them to request reimbursement after demolishing the additional properties they own which have fire insurance funds held in escrow and are correlated to the \$219,626.90. Due to the increase in properties to be demolished, requesting the contract be extended an additional 6 months until June 30, 2023.

FINANCIAL IMPLICATIONS: Funds held in the account reserved for fire escrow, 249-000.000-393.050, will be used to pay Genesee County Land Bank for reimbursement after demolishing properties they own.

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

Dept.	Name of Account	Account Number	Grant Code	Amount
Dev.	Reserve for Fire Escrow	249-000.000-393.050	N/A	Not to Exceed: \$335,333.44
FY22/23 GRAND TOTAL NOT TO EXCEED:				335,333.44



CITY OF FLINT

PRE-ENCUMBERED? YES ☐ NO ☒ REQUISITION NO: N/A

ACCOUNTING APPROVAL: Mary Jarvis Date: 08/11/22
FINANCE APPROVAL: Jennifer Ryan Date: 08/12/2022
Jennifer Ryan (Aug 12, 2022 10:07 EDT)

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, Planning & Development Director

Additional Properties to be added to Contract #20-043 per Change Order #3:

ParcelNo	PropertyAddress	BondNo	BondHolder	Held
4001105020	3119 IROQUOIS AVE	B17-00019	LOMAX, CLARA M	\$10,875.00
4001328005	227 White St.	B08-0328	LEWIS, CHARLES	\$7,443.00
4001356021	410 W. Paterson St.	B15-00005	WARTHON, ROBERT	\$8,426.00
4001376040	2101 M L KING AVE	B19-00023	WILLIAMS, CHRISTINA	\$10,000.00
4001377023	224 Josephine St.	B14-00009	REVERSE MORTGAGE SOLUTIONS	\$8,295.00
4001380042	1717 M L King Ave.	B14-00029	J P MORGAN CHASE	\$7,781.41
4001435011	438 E. Newall St.	B11-00043	CROWDER, IRVING	\$2,687.65
4001477011	438 DELIA ST	B16-00004	WYNN, MACK & WF DOROTHY	\$3,429.75
4001485002	402 Harriet St.	B11-00006	DRIVER, LOIS M	\$1,000.00
4001485005	410 HARRIET ST	B20-00021	DRIVER, LOIS	\$1,312.50
4002177012	1509 W. Dartmouth	B07-0255	COULTER, CASSANDRA	\$3,937.50
4002254004	2645 LAWNDAL AVE	B18-00024	GAINES, DARNELLA	\$5,250.00
4002259014	2535 Proctor Ave.	B11-00038	JACKSON, MELISSIA	\$2,750.00
4010234012	3001 STEVENSON ST	B06-0184	WELLS FARGO C/O DIMONT & ASSOC.	\$7,064.00
4011134029	1409 Forest Hill Ave.	B14-00028	MCCLINTON, DONNA S	\$4,746.00
4011230008	801 Copeman Blvd.	B11-00001	MOORE, MARY D	\$7,812.00
4011234008	2227 Concord St.	B13-00043	WOODURD, DRECEIE D	\$1,500.00
4014354017	912 STOCKER AVE.	B15-00034	KEN ANDREWS	\$5,741.45
4022228010	3825 AUGUSTA ST	B16-00011	JC GEMINI II B and JC Gemini III	\$5,000.00
4105156003	1506 DAKOTA AVE	B16-00014	RAY, KENNETH J	\$4,538.00
4105255013	2014 Oklahoma Ave.	B14-00010	NATIONSTAR MORTGAGE LLC	\$8,295.00
4130106011	833 LELAND ST	B17-00021	RUPRIGHT, JOSHUA	\$8,750.00
4625437015	5635 N. Saginaw St.	B13-00018	HALL, JIMMY	\$7,520.89
4626156042	6060 Clio Rd.	B14-00027	ABUNDANT LIFE MINISTRIES INT'L	\$8,426.00
4626206060	1210 Chatham Dr.	B15-00015	OCWEN LOAN SERVICING LLC	\$12,000.00
4636203021	230 E. Marengo Ave.	B12-00056	FANNIE MAE	\$11,038.75
4636378011	3606 Mason St.	B13-00005	DICKERSON, CHANTEL	\$8,129.00
4729179003	6401 Cecil Dr.	B12-00029	BOWMAN, RICHARD M	\$7,873.00
4730354043	743 E RIDGEWAY AVE	B18-00008	HOME AMERICA	\$6,500.00
4733452034	3801 HUGGINS ST	B20-00013	SPEARS, LOUIS & HODGE, LAQUINDRA P	\$20,005.00
4001252051	2927 Bonbright St.	B13-00051	STEWART, JAMES & ANNIE	\$6,250.00
4002404016	2310 Forest Hill Ave.	B08-0301	JONSON, MCHENRY & MARVA	\$5,250.00
Total				\$219,626.90



RESOLUTION NO.: 220377
PRESENTED: SEP - 7 2022
ADOPTED: _____

**RESOLUTION APPROVING PARTIAL SETTLEMENT
OF MATTHEW BAKER ET AL v CITY OF FLINT ET AL**

Executive Session was held in this matter on July 6, 2022; and

Although the City of Flint admits no liability in the claims filed by Matthew Baker and Salina Juarez, the Department of Law recommends settling all claims against the City and its employee in this matter for \$40,000.00 as to Plaintiff Matthew Baker and \$38,000.00 as to Plaintiff Salina Juarez.

IT IS RESOLVED that the City Council approves partial settlement of the case of *Matthew Baker et al v City of Flint et al*, Genesee County Circuit Court Case No. 19-1139438-CD, in in the amount of \$78,000, in satisfaction of any and all claims brought by Baker and Juarez, against the City and its employees arising out of said matter. Payment shall be drawn from appropriated funds in the Litigation and Suits line item 677-266.200-956.300.

For the City

For the City Council

Clyde D. Edwards

Clyde Edwards, City Administrator

APPROVED AS TO FORM:

APPROVED AS TO FINANCE:

William Kim

William Kim, City Attorney

Robert J.F. Widigan

Robert J.F. Widigan, Chief Financial Officer

RESOLUTION NO. 220378

PRESENTED: 9-7-2022

ADOPTED:

**RESOLUTION AUTHORIZING THE CITY OF FLINT TO ENTER INTO AN AGREEMENT FOR
AUDITING SERVICES WITH REHMANN ROBSON, LLC FOR THE FY2022 AUDIT**

BY THE CITY COUNCIL:

On June 22, 2020, Flint City Council adopted Resolution No. 200258 to enter into a three-year agreement with Rehmann Robson, LLC for a total contract amount of \$701,000.00 to conduct the FY 2020 audit at a cost of \$225,000.00 for FY2020, \$233,500 for FY2021, and \$242,500.00 for FY2022, for a total contract amount of \$701,000.00; and

On November 23, 2020, Flint City Council adopted Resolution No. 200479 authorizing an additional \$7,500.00 in spending to cover single audit services, for a total aggregate three-year amount of \$708,500; and

Last year Rehmann Robson, LLC submitted an engagement letter to perform the City of Flint annual audit for FY2021 for \$236,000.00, which represented an increase of \$2,500.00 to present the city's financial statement in conformity with the Government Financial Officers Association criteria, plus out-of-pocket expenses; and

This year's cost for the audit is \$242,500.00 as outlined in the original agreement.

NOW, THEREFORE, BE IT RESOLVED, that the appropriate city officials are authorized to do all things necessary to engage the services of Rehmann Robson, LLC for FY2022 auditing services, for the amount of \$242,500.00, for a total contract price of \$711,000.00, plus out-of-pocket expenses. Funding for the audit will come from City Council Professional Services Acct. No. 101-101.100-801.000.

APPROVED AS TO FORM:

APPROVED BY CITY COUNCIL:

William Kim, Chief Legal Officer

Flint City Council

July 28, 2022

Allie Herkenroder
Council Vice President
City of Flint
1101 South Saginaw Street
Flint, MI 48502

Enclosed is the engagement letter for the *City of Flint* for the year then ended June 30, 2022. *Government Auditing Standards* (as amended) require that we communicate, during the planning stage of an audit, certain information to the City Council. This information includes the auditors' responsibilities in a financial statement audit, including our responsibilities for testing and reporting on compliance with laws and regulations and internal control over financial reporting. The engagement letter includes the items which must be communicated to the City Council.

Therefore, please make copies of the attached engagement letter and forward the copies to the City Council.

Please sign and return the enclosed copy of the attached engagement letter to us at your earliest convenience.

Sincerely,

Rehmann Loborn LLC

Enclosures



THE GLOBAL ADVISORY
AND ACCOUNTING NETWORK

July 28, 2022

City Council
City of Flint
1101 South Saginaw Street
Flint, MI 48502

We are pleased to confirm our understanding of the services we are to provide the **City of Flint** (the "City") for the year then ended June 30, 2022.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the year then ended June 30, 2022. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion nor provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Schedules Required by GASB 68 – Pension Plan
3. Schedules Required by GASB 75 – OPEB Plan

We have also been engaged to report on supplementary information other than RSI, such as combining and individual fund financial statements, that accompanies the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves and other additional procedures, in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Combining and individual fund financial statements
2. Schedule of expenditures of federal awards



The following other information accompanying the basic financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion:

1. Introductory section of the Annual Comprehensive Financial Report
2. Statistical section of the Annual Comprehensive Financial Report

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions as to whether the City's financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the basic financial statements taken as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objective also includes reporting on -

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (2) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance, and (3) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance and with the Uniform Guidance in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose. Noncompliance with the compliance requirements applicable to a major program is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements applicable to each major program taken as a whole.

The concept of materiality is inherent in the work of an independent auditor. An independent auditor places greater emphasis on those items that have, on a relative basis, more importance to the financial statements and greater possibilities of material error than with those items of lesser importance or those in which the possibility of material error is remote.

Auditors' Responsibilities for the Audit of the Financial Statements

Our audit of the City's financial statements does not relieve management or those charged with governance of their responsibilities. We will conduct our audit 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, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that comes to our attention including such matters related to components. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, including those related to components, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We have advised the City of the limitations of our audit regarding the detection of fraud and the possible effect on the financial statements (including misappropriation of cash or other assets) notwithstanding our obligations per the Single Audit Amendments of 1996 and the Uniform Guidance. We can, as a separate engagement, perform extended procedures specifically designed to potentially detect defalcations. Management acknowledges that the City has not engaged us to do so and does not wish us to do so at this time.

Internal Control Over Financial Reporting and Compliance

We will obtain an understanding of the City and its business environment, including internal control relevant to the audit, sufficient to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion,

forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control, or to identify significant deficiencies or material weaknesses in internal control, or to express an opinion on the effectiveness of internal control over financial reporting. Accordingly, we will express no such opinion. However, during the audit, we will communicate to the appropriate level of management and those charged with governance internal control related matters that are required to be communicated under professional standards, *Government Auditing Standards* and the Uniform Guidance including such matters related to components. These matters refer to significant matters related to the financial statement audit that are, in our professional judgment, relevant to the responsibilities of those charged with governance in overseeing the City's financial reporting process. When applicable, we are responsible for communicating certain matters required by laws or regulations, or by additional requirements that may be applicable to this engagement. Auditing standards generally accepted in the United States of America do not require the independent auditor to design or perform procedures for the purpose of identifying other matters to communicate with those charged with governance. Management is responsible for assessing the implications of and correcting any internal control-related matters brought to the City's attention by us.

We have identified the following significant risk(s) of material misstatement as part of our audit planning: management override of internal controls and revenue recognition. However, planning for our audit has not concluded, and modifications to our risk assessment may still be made. If new significant risks are identified during the course of our audit, we will so inform you.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories (if applicable), and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We may request written representations from the City's attorneys as part of the engagement, and they may bill the City for responding to this inquiry.

Compliance with Laws and Regulations and the Provisions of Grant Agreements

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of those procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

Assistance provided by our Firm in the preparation of a reasonably adjusted trial balance is considered an additional billable service.

Responsibilities of Management for the Financial Statements and Compliance

Our audit will be conducted on the basis that you acknowledge and understand your sole and complete responsibility for designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and internal control over compliance, and for ongoing monitoring activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. Management is also responsible for the selection and application of accounting principles including those related to components; for the preparation and fair presentation of the financial statements in conformity with an acceptable financial reporting framework, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Management is responsible for determining, and has determined, that the applicable and appropriate financial reporting framework to be used in the preparation of the City's financial statements is accounting principles generally accepted in the United States of America (GAAP).

Management is also solely and completely responsible for making drafts of financial statements, all financial records and related information available to us, including a reasonably adjusted trial balance, and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). Management is also responsible for providing us with (1) access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, (2) additional information that we may request from management for the purpose of the audit, and (3) unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will also require certain written representations from management about the financial statements and related matters.

For the purposes of this letter, related parties mean members of the governing body; board members; administrative officials; immediate families of administrative officials, board members, and members of the governing body; and any companies affiliated with or owned by such individuals.

Management's responsibilities also include identifying significant vendor relationships in which the vendor has the responsibility for program compliance and for the accuracy and completeness of that information. Management's responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

We will advise management and the City Council about appropriate accounting principles and their application and may assist in the preparation of the City's financial statements, but the ultimate responsibility for the financial statements remains with management with oversight by those charged with governance. As part of our engagement, we may propose standard, adjusting, or correcting journal entries to the City's financial statements. Management is responsible for reviewing the entries, understanding the nature of any proposed entries and the impact they have on the financial statements, and the implications of such entries on the City's internal control over financial reporting. Further, the City is responsible for designating a qualified management-level individual to be responsible and accountable for overseeing these nonattest services.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Management's responsibilities include informing us of its knowledge of any allegations of fraud, suspected fraud or illegal acts affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, management is responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by the Uniform Guidance, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review at the conclusion of fieldwork.

Management is responsible for designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the City is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards, and for identifying and ensuring that the City complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs, and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs.

Management is responsible for preparation of the schedule of expenditures of federal awards in conformity with the Uniform Guidance. Management agrees to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we reported on the schedule of expenditures of federal awards. Management also agrees to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Management's responsibilities include acknowledging to us in the representation letter that (a) management is responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (b) that management believes the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) management has disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is also responsible for the preparation of the other supplementary information, which we have been engaged to report on, that is presented fairly in relation to the basic financial statements. Management agrees to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. Management also agrees to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Management's responsibilities include acknowledging to us in the representation letter that (a) management is responsible for presentation of the supplementary information in accordance with GAAP; (b) that management believes the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) management has disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. Management is also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as management's planned corrective actions, for the report, and for the timing and format for providing that information.

The City is required to disclose the date through which subsequent events have been evaluated, which ordinarily is the date the financial statements were available to be issued. The City will not date the subsequent event note earlier than the date of management's written representation letter and the date of our independent auditors' report.

During the course of our engagement, we will request information and explanations from management regarding the City's operations, internal control over financial reporting, various matters concerning fraud risk, future plans, specific transactions, and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide certain representations in a written management representation letter.

Management is responsible for the basic financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of the Uniform Guidance. As part of the audit, we will assist with preparation of the City's financial statements, schedule of expenditures of federal awards, and related notes, as well as the data collection form. Management will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and the data collection form, and that management has reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Management agrees to assume all management responsibilities for any nonaudit services we provide; oversee the services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, and/or experience; evaluate the adequacy and results of these or other nonattest services performed by our Firm; and understand and accept responsibility for the results of such services.

We are not hosts for any City information. Management is expected to retain all financial and non-financial information that management uploads to a portal (document sharing site), and management is responsible for downloading and retaining in a timely manner anything we upload. Portals are meant as a method only of transferring and sharing data, and are not intended for the storage of City information, which may be deleted at any time. Management is expected to maintain control over the City's accounting systems to include the licensing of applications and the hosting of said applications and data. We do not provide electronic security or back-up services for any of the City's data or records. Giving us access to the City's accounting system does not make us hosts of information contained within.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management functions or responsibilities.

Fees

The estimated fee for the audit of the financial statements will be charged at rates commensurate with the value of our professional services rendered and are not expected to exceed \$242,500, plus out-of-pocket costs such as mileage, food and hotels for the staff assigned to the City's audit while they are on-site at the City performing the audit. Out-of-pocket expenses are not expected to exceed \$10,000. The above fee includes 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. Rehmann will notify City Council in writing as soon as practical after identification of the need for testing of additional major programs in accordance with the Uniform Guidance and in advance of incurring these fees. Since advanced preparation is essential to an efficient audit process, (as trying to audit a moving target is inherently difficult and costly), if the City does not have the necessary staff (either City employees or supplemental employees provided by outside contractors) to appropriately prepare for the audit there will be an additional fee of \$41,200. Rehmann will notify City Council in writing explaining the additional fee as soon as practical after the identification of the problem and in advance of incurring the aforementioned fees. This additional fee is separate from any change orders that the City may approve for our assistance in preparing a reasonably adjusted trial balance.

The City will be required to implement Governmental Accounting Standards Board Statement #87 (GASB 87), *Leases*, any additional assistance the City requires from Rehmann related to the implementation of this new standard will be considered an additional service outside the scope of the audit and will result in a fee in addition to the items noted in the above paragraph. A fee for this service will be discussed with the City Council prior to commencement of any additional services and a change order will be issued.

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, at which time a change order will be prepared for Council's approval prior to Rehmann incurring additional cost. In these circumstances, we will issue a change order form (an attached example is provided) to document the agreement between the City and Rehmann.

Our invoices for these fees will be rendered each month as work progresses and are payable within 14 days of presentation.

The following items will be required of the City:

1. City finance staff will meet with Rehmann by August 31, 2022 to develop a mutually agreed upon milestone timeline for the entire audit process that will allow for the issuance of the City's reports no later than December 16, 2022.
2. Once this timeline is set, if the City is not able to meet certain milestones in the agreed upon timeline and the audit cannot be issued by December 16, 2022, then the audit will not be completed and issued until subsequent to December 31, 2022 (i.e., it is understood that Rehmann staff will be unavailable during the holidays (December 17-31).
3. The City will provide reasonably adjusted trial balances, schedule of expenditures of federal awards, general ledger detail and substantially all reconciled supporting documentation one week before the agreed upon fieldwork date.
4. The City staff (and outside contractors, if any) will be responsive to all audit requests and provide necessary information in a timely manner.

This fee is based on the assumption that unexpected circumstances will not be encountered during the audit. This fee is based on anticipated cooperation from the City's personnel, continued readiness and proactive assistance on their part in providing us with complete and accurate information (whether financial or nonfinancial in nature) considered necessary by us to form an appropriate opinion, and the assumption that unexpected circumstances will not be encountered during the audit. Such circumstances include, but are not necessarily limited to significant addition or deletion of funds, component units or related entities and first-time application of significant new professional accounting or auditing pronouncements. In addition, the fee above assumes management will analyze and maintain appropriate support for significant valuation assertions embodied in the financial statements including the valuation of investment securities, the actuarial methods and assumptions used to calculate the net pension and other postemployment benefits liabilities, impairment of capital assets including those held for sale, the valuation of inventories and land held for resale, allowances for uncollectible receivables, and the estimate for incurred-but-not-reported self-insurance claims. If significant additional time is necessary, we will discuss the related circumstances with management and arrive at a new fee estimate, which may or may not occur before we incur the additional time. In these circumstances, we may also issue a change order form (an attached example is provided.)

Engagement Administration and Other

Management shall discuss any independence matters with Rehmann that, in management's judgment, could bear upon Rehmann's independence.

By applying a digital signature to this engagement letter or other document via DocuSign or a similar third-party digital signature service, management acknowledges the City's consent to receive and execute such documents via this method. Management further acknowledges that a digital signature applied via DocuSign or a similar third-party digital signature service has the same legal commitment as a traditional physical signature.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and a corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with management the electronic submission and certification. If applicable, we will provide copies of our reports for the City to include with the reporting package the City will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted

within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Rehmann and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a cognizant or grantor agency for audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify management of any such request. If requested, access to such audit documentation will be provided under the supervision of Rehmann personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the cognizant agency, oversight agency for audit, or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

Our audit engagement and our responsibility as auditors ends on delivery of our audit report to the City Council at the Regular or Special Board meeting. Any follow-up services that might be required will be part of a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Government Auditing Standards require that we provide the City with a copy of our most recent external peer review report and any subsequent peer review reports received during the period of the contract. Our 2020 peer review report accompanies this letter.

This engagement letter, including the attached Rehmann Audit Engagement Letter Terms and Conditions which are incorporated herein by reference as if set forth within the body of this engagement letter in their entirety, reflect the entire understanding between us relating to the audit services covered by this agreement. This agreement may not be amended or varied except by a written document signed by both parties. It replaces and supersedes any previous proposals, correspondence, and understandings, whether written or oral. The agreements of the City and Rehmann contained in this document shall survive the completion or termination of this engagement. If any term hereof is found unenforceable or invalid, this shall not affect the other terms hereof, all of which shall continue in effect as if the stricken term had not been included.

Reporting

We will issue a written report upon completion of our audit of the City's financial statements. As we have discussed, we intend to make reference to the auditors of the Hurley Medical Center and Downtown Development Authority in our report on the City's financial statements. Our report will be addressed to the City Council. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add emphasis-of-matter or other-matter paragraphs to our audit report, or if necessary, withdraw from this engagement. If our opinions on the financial statements or the Single Audit compliance opinion are other than unmodified, we will discuss the reasons with management in advance. If circumstances

occur and come to our attention related to the condition of the City's records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, or we become aware that information provided by the City is incorrect, incomplete, inconsistent, misleading, contains material omissions, or is otherwise unsatisfactory which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

We appreciate the opportunity to be of service to the City and believe the arrangements outlined above and in the attached Rehmann Audit Engagement Letter Terms and Conditions accurately summarize the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement, please sign the enclosed copy of this document and return it to us.

A handwritten signature in black ink that reads "Rehmann Lohman LLC". The signature is written in a cursive, flowing style.

Doug Deeter CPA
Principal
Executive responsible for supervising the
engagement and signing our report

ACKNOWLEDGED AND ACCEPTED:

This letter correctly sets forth the understanding of *City of Flint*.

City Council Signature

Printed Name

Title

Date

Management Signature

Printed Name

Title

Date

Rehmann Audit Engagement Letter Terms and Conditions

ADDITIONAL SERVICES - The City may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with management regarding the scope of the additional services and the estimated separate fees. We also may issue a change order form (an attached example is provided), or a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our attest services will continue to be governed by the terms of this engagement letter.

CODE OF CONDUCT - Management is responsible for identifying any violations by employees of the City's code of conduct.

CHANGES IN STANDARDS, LAWS AND REGULATIONS - We perform services for the City based on present professional standards, laws and regulations. While we may on occasion be able to communicate with management with respect to changes in professional standards, laws and regulations, as a general principle we cannot undertake with clients to advise them of every change that may occur. The City can always obtain reassurance in this regard by contacting us for an updated review of the City's situation.

MANAGEMENT'S REPRESENTATIONS - The procedures we will perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. Accordingly, false, misleading, incomplete, inconsistent, or omitted representations could cause us to expend unnecessary efforts or could cause material error or a fraud to go undetected by our procedures. In view of the foregoing, the City agrees that we shall not be responsible for any material misstatements in the City's financial statements that we may fail to detect as a result of false, inaccurate, incomplete, inconsistent, or misleading representations that are made to us by management. In addition, the City further agrees to indemnify and hold us harmless for any liability and all reasonable costs, including legal fees, that we may incur as a result of the services performed under this engagement in the event there are false or misleading representations made to us by any member of the City's management.

CLIENT ASSISTANCE - We understand that the City's employees will prepare all cash, accounts receivable, and other confirmations we request and will locate and refile any documents selected by us for testing. In addition, management will provide us with copies of all minutes and other documents that we believe may have a bearing on our evaluation of the City's financial affairs.

WORK SPACE - The City shall provide reasonable work space for Rehmann personnel at audit work sites, as well as occasional clerical support services.

TIMELY DECISIONS AND APPROVALS - The City understands that Rehmann's performance is dependent on the City's timely and effective satisfaction of its own activities and responsibilities in connection with this engagement, as well as timely decisions and approvals by City personnel.

ACCURACY AND COMPLETENESS OF INFORMATION - Management agrees to ensure that all information provided to us is accurate, complete, and consistent in all material respects, contains no material omissions and is updated on a prompt and continuous basis. In addition, management will also be responsible for obtaining all third-party consents, if any, required to enable Rehmann to access and use any third-party products necessary to our performance.

EMAIL - The City acknowledges that (a) Rehmann, the City and others, if any, participating in this engagement may correspond or convey documentation via Internet e-mail unless the City expressly requests otherwise, (b) no party has control over the performance, reliability, availability, or security of Internet e-mail, and (c) Rehmann shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail due to any reason beyond Rehmann's reasonable control.

OFFERS OF EMPLOYMENT - Professional standards require us to be independent with respect to the City in the performance of our services. Any discussions that management has with personnel of our Firm regarding employment could pose a threat to our independence. Therefore, we

request that management inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

Neither party shall, during the term of this engagement letter and for one (1) year after its termination, solicit for hire as an employee, consultant or otherwise any of the other party's personnel without such other party's express written consent. If the City desires to offer employment to a Rehmann associate and the associate is hired in any capacity by the City, a market-driven compensation placement fee may apply.

ADDITIONAL FEES AND BILLING POLICIES - It must be understood that the nature of our engagement requires us to exercise our independent professional judgment with respect to various auditing, accounting and related issues. In reaching our conclusions, we must retain the right to judge the nature and scope of the work required in order to conform to professional standards, as well as the work we deem necessary to enable us to reach the conclusions and form the opinions required of us. If our judgment as to the scope of the work required causes us to reassess our estimate of fees for this engagement, we will so advise the City. We reserve the right to refrain from performing additional work (and thereby incurring additional time charges) unless and until the City has confirmed its understanding of, and agreement to, any additional estimated charges.

Our fee estimate is based upon our discussions with management, in which management has disclosed no unusual problems or issues which would require us to conduct an audit of unusual scope or otherwise expend time and effort in excess of that normally anticipated in an engagement of this type. The estimate also assumes that we will have the full cooperation of City personnel, as required, and that there is a reasonable continuity of City personnel familiar with the matters to which our engagement relates. In addition, our fee is based on the experience level of our personnel, at their respective standard hourly rates, performing certain audit procedures at certain timeframes. If we are caused to vary from that planning formula, additional fees will need to be charged to allow for more experienced personnel performing the work, reallocation of our client priority, overtime, etc. Further, management will provide us with the schedules and records that we request (which ordinarily are detailed in a request list in advance of our fieldwork) and that all such schedules and records will be provided to us timely in accordance with the scheduled fieldwork dates, to be mutually agreed upon. If the requested schedules and records are not provided to us in accordance with the scheduled dates and we are unable to continue our work, we will attempt to resume our work as soon as the schedules and records are provided to us and our professionals assigned to the engagement again become available.

As a result of well-publicized events, global economic convergence, and the continued evolution of the accounting profession, accounting and auditing standard setters and regulators are continually evaluating the need for changes that may affect the City. Such changes may result in changes in financial reporting and expanding the nature, timing and scope of activities we are required to perform to provide the services discussed in this letter. Proposed changes and shortened deadlines could result in a reduction of the level of assistance and preparedness the City is able to provide. We expect that our clients may continue to look to us to assist them with these changes. To the extent any changes require us to increase the time required to provide the services described in this letter or to complete new tasks required by such changes, we reserve the right to adjust our fees appropriately. We will endeavor to advise the City of anticipated changes to our fees on a timely basis.

In accordance with our Firm policies, work may be suspended if the City's account becomes 30 days or more overdue and will not be resumed until the account is paid in full or we have a definitive payment agreement approved by our Firm administrator in Saginaw, Michigan. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. The City will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Our terms and conditions impose a late charge of 1.5% per month, which is an annual percentage rate of 18%. Balances not paid within 30 days of the receipt of invoice are past due and a late charge of 1.5% will be applied to the entire past due amount.

Rehmann Audit Engagement Letter Terms and Conditions

Rehmann charges a 3% convenience fee on credit card payments.

CLAIMS - Because there are inherent difficulties in recalling or preserving information as the period after an engagement increases, the City agrees that, notwithstanding the statute of limitations of any particular State or U.S. Territory, any claim based on the audit engagement must be filed within 12 months after performance of our service, unless management has previously provided us with a written notice of a specific defect in our services that forms the basis of the claim.

TERMINATION OF SERVICES - We reserve the right to suspend or terminate services for reasonable cause such as failure to pay our invoices on a timely basis or failure to provide adequate information in response to our inquiries necessary for successful performance of our audit services. Our engagement will be deemed to be completed upon written notification of termination, even if we have not completed the audit and issued our signed auditors' report. The City is obligated to compensate us for the time expended to that point and to reimburse us for all out-of-pocket expenditures through the date of termination.

We acknowledge the City's right to terminate our services at any time, and the City acknowledges our right to withdraw at any time, including, but not limited to, for example, instances where, in our judgment, (a) the conditions in the first paragraph of the Audit Objectives section of this letter exist, (b) our independence has been impaired, (c) we can no longer rely on the integrity of management, (d) management fails to reasonably support our efforts to perform the engagement in accordance with what we believe is necessary to comply with professional standards, or (e) a lack of professionalism exhibited by management appears to demonstrate a lack of respect for our personnel such as that evidenced in inappropriate or threatening language/emails, subject in either case to our right to payment for charges incurred to the date of termination or our resignation.

In the event that we determine to resign, and the City seeks damages allegedly resulting from such resignation, our maximum liability to the City in the event we are held liable because of such resignation shall be limited to the fees actually paid to us for current year audit work performed up to the date of resignation.

INITIAL ISSUANCE OF OUR AUDIT REPORT ON FINANCIAL STATEMENTS - If the City intends to publish or otherwise reproduce our audit report on the financial statements and/or make reference to our Firm name, such as for inclusion in an annual report (such as, for example, in a Comprehensive Annual Financial Report), prospectus, official statement, or similar disclosure document, including incorporation by reference thereto, the City agrees to provide us with a copy of the final reproduced document for our review and approval before it is distributed, circulated or submitted. Additional fees for issuance or inclusion of our audit report and/or any other reference to our Firm in such other document, will be based on our standard hourly rates.

With regard to electronic dissemination of audited financial statements, including financial statements published electronically on the City's Internet Web site, the City understands that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

SUBSEQUENT REPRODUCTION OF OUR AUDIT REPORT ON FINANCIAL STATEMENTS - If the City decides to include, publish or otherwise reproduce our audit report on the financial statements at a date subsequent to our original report issuance, such as for inclusion in a Preliminary or Official Statement, an exempt offering in connection with a sale of bonds or notes, or other securities, or in a similar exempt offering or other disclosure document such as a prospectus, official statement, etc. (hereinafter referred to as the "document"), our Firm is presumed not to be associated with such document, and we have no obligation to perform any procedures with respect to such document. In these circumstances, the City agrees to include in such document a statement that Rehmann has not been engaged to perform and has not performed, since the date of our audit report being reproduced, any procedures on the financial statements contained in such document or on any unaudited financial or other information contained in the document, or on the document itself. If, however, management or the City's agent (such as an underwriter, bond

counsel, placement agent, financial advisor, broker-dealer, etc.) requests our involvement, thereby causing us to be engaged to or otherwise prepare a written acknowledgement (sometimes referred to as a "consent" or "agree to include") letter prior to including our audit report in such a document, or requests or engages us to assist in preparing or reviewing financial or other information contained in such document, or participate in related oral due diligence meetings or offering discussions, our Firm then becomes associated with the document. In this event, in accordance with professional standards, we will be required to perform certain subsequent events-based or other limited procedures with respect to this or other unaudited information contained in the document shortly before the initial and any subsequent distribution, circulation, or submission. Fees for reissuance or inclusion of our audit report in such a document will be based on our standard hourly rates. If the City wishes to make reference in such a document to our Firm's role in connection with the purpose and dissemination of the document, the caption "Independent Auditors" may be used to title or label that section of the document. In accordance with professional standards, the caption "Experts" should not be used, nor should our Firm be referred to as "Experts" anywhere in the document.

INFORMAL ADVICE - As part of our engagement we may provide advice on operating, internal control over financial reporting and other matters that come to our attention. Informal advice is not considered to be a consulting service unless we have entered into a separate engagement.

THIRD PARTY PROCEEDINGS - As a result of our prior or future services to the City, we might be requested or subpoenaed to provide information or documents to management, a court, a trier of fact, or a third party in a legal, investigative, regulatory, administrative, mediation, or arbitration or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be billable to the City as a separate engagement. We shall be entitled to compensation for our time at our standard or special hourly rates and reasonable reimbursement for our expenses (including our legal fees) in complying with this request. For all such requests, we will observe the confidentiality requirements of our profession and will notify management promptly of the request. This paragraph will survive the termination of this agreement for any reason, and will be binding upon successors to the City.

PEER REVIEW - Our Firm, as well as other major accounting firms, participates in a "peer review" program covering our audit and accounting practices. This program requires that once every three years we subject our quality assurance practices to an examination by another accounting firm. As part of the process, the peer reviewer will review a sample of our work. It is possible that the work we perform for the City may be selected by the peer reviewer for their inspection. If it is, the peer reviewer is bound by professional standards to keep all information confidential. If management objects to having the work we perform for the City reviewed by our peer reviewer, please notify us in writing.

PROMOTIONAL MATERIALS - The City consents to Rehmann's use of your City name and a factual description of the services to be performed by Rehmann under this agreement in Rehmann's advertising and promotional materials and other proposal opportunities.

MEDIATION - If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to binding arbitration or litigation. Costs of any mediation proceeding shall be shared equally by all parties.

GOVERNING LAW - This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to the principles of conflicts of law thereof.

Rehmann

EXAMPLE CHANGE ORDER

Client: **City of Flint** (the "City")

Date:

Project Description (and estimated completion date, if appropriate):

Estimated Additional Fees: \$ _____

We believe it is our responsibility to exceed the City's expectations. This Change Order is being prepared because performance by us of the above project and/or additional service efforts was not anticipated in our original Agreement dated July 28, 2022. The estimated fees for the above project have been mutually agreed upon by the City and Rehmann. It is our goal to ensure that the City is never surprised by the price for any Rehmann service and, therefore, we have adopted the Change Order Policy. The estimated additional amount above is due and payable upon completion of the project described.

If management agrees with the above project description and the estimated fee amount, please authorize and date the Change Order below. A copy is enclosed for the City's records. Thank you for letting us serve the City.

Agreed to and accepted:

Officer Signature

Printed Name

Title

Date

Rehmann

E-Billing Enrollment/Confirmation

Timely and easy-to-access invoices and statements will now be emailed to you. Please provide your contact information below to start taking advantage of electronic invoicing and statements.

Primary Billing Contact: _____

Billing Phone Number: _____

Email Address: _____

Comments:

If you are already taking advantage of e-Billing, we will confirm this information in our systems. Additionally, the billing contact will receive information on e-Payment options to simplify your accounts payable process.

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

September 15, 2020

To the Principals of Rehmann Robson LLC
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Rehmann Robson LLC (the Firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The Firm is responsible for designing a system of quality control and complying with it to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The Firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the Firm's compliance therewith based on our review.

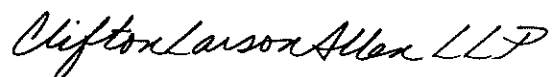
Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards* (including compliance audits under the Single Audit Act), audits of employee benefit plans, an audit performed under the Federal Deposit Insurance Corporation Improvement Act (FDICIA), and an examination of a service organization (SOC 1 engagement).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Rehmann Robson LLC applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2020, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Rehmann Robson LLC has received a peer review rating of *pass*.

A handwritten signature in black ink that reads "CliftonLarsonAllen LLP". The signature is written in a cursive, flowing style.

CliftonLarsonAllen LLP

220353

ORDINANCE NO. _____

A Proposed ordinance to amend Chapter 50 of the Code of the City of Flint has been requested by Denise Diller/Crossover Outreach (PC 22-13) for a rezoning change for the property at 807 Oak St. (Parcel ID# 41-18-153-009) from C-2 Multi-Family High Density Apartments to D-2 Neighborhood Business.

The Planning Commission recommends **APPROVAL** of a Zoning Ordinance map amendment concerning this property located in WARD 5.

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

Sec. 1. That the code of the City of Flint is hereby amended to change the District boundaries or regulations established in Chapter 50 thereof, specifically allowing under 50-4 a zoning map amendment, as follows:

807 OAK ST. FLINT, MI 48503
PARCEL #41-18-153-009 legally
described as STOCKTON'S WEST
ADDITION S 3 RDS OF LOT 15, BLK N
from "C-2" Multi-Family High Density
Apartments to "D-2" Neighborhood
Business.

Sec. 2. This ordinance shall take effect on the ___ day of _____, 2022 A.D.

Approved this ___ day of _____, 2022 A.D.

Sheldon A. Neeley, Mayor

Inez M. Brown, City Clerk

APPROVED AS TO FORM:


William Kim (Aug 9, 2022 13:17 EDT)

William Kim, City Attorney

CITY COUNCIL:

City Council



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 8/4/2022

BID/PROPOSAL# n/a

AGENDA ITEM TITLE: RESOLUTION AUTHORIZING A REZONING CHANGE FOR THE PROPERTY AT 807 OAK ST. (PARCEL ID# 41-18-153-009) NOW IDENTIFIED AS A PART OF 414 W. COURT ST. (PARCEL ID# 41-18-153-029) FROM C-2 MULTI-FAMILY HIGH DENSITY APPARTMENTS TO D-2 NEIGHBORHOOD BUSINESS.

PREPARED BY Suzanne Wilcox, Director of Planning and Development
(Please type Name, Department, Phone Number)

VENDOR NAME: n/a

BACKGROUND/SUMMARY OF PROPOSED ACTION:

At its meeting on July 26th, 2022, the Flint Planning Commission APPROVED the submitted request for a rezoning from C-2 Multi-Family High Density Apartments to D-2 Neighborhood Business (PID# 41-18-153-009). The applicant, Denise Diller/Crossover Outreach, requests a rezoning in order to tie it to the adjacent property located at 414 W. Court St. The plan is to construct a new facility for their non-profit corporation.

FINANCIAL IMPLICATIONS: No financial implications

BUDGETED EXPENDITURE? YES ☐ NO ☒ IF NO, PLEASE EXPLAIN: n/a

Dept.	Name of Account	Account Number	Grant Code	Amount
		FY19/20 GRAND TOTAL		

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

ACCOUNTING APPROVAL: n/a **Date:** _____

FINANCE APPROVAL: n/a **Date:** _____



CITY OF FLINT

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, Director, Dept. of Planning and Development
(PLEASE TYPE NAME, TITLE)

CITY ADMINISTRATOR APPROVAL: CLYDE D EDWARDS
CLYDE D EDWARDS (Aug 9, 2022 17:53 EDT)
Clyde Edwards, City Administrator

SUBMIT TO:

City of Flint
 Zoning Office
 1101 South Saginaw Street Rm. S105
 Flint, MI 48502
 810.766.7355
 Fax: 810.766.7249 www.cityofflint.com

For Office Use Only

Case No. PC 22-13Date Rec'd 7-7-2022Meeting Date 7-26-2022**APPLICATION FOR FLINT PLANNING COMMISSION**

Concerning a request to amend, supplement, or change the district boundaries of regulations established in Chapter 50, commonly referred to as the Zoning Ordinance of the City of Flint.

Application Filing Fee due at time of submission. Fees are non-refundable.

To be completed by applicant:

<u>Applicant/Agent</u>			<u>Property Owner (if different than Applicant)</u>		
Name <u>Denise Diller, Executive Director</u>			Name <u>BECKY TE FULLER</u>		
Address <u>414 West Court Street</u>			Address _____		
Flint	MI	48503	(City)	(State)	(Zip)
Telephone <u>810-234-2479</u> Fax <u>810-234-8688</u>			Telephone _____ Fax _____		
Email <u>ddiller@crossoveroutreach.org</u>			Email _____		

Requested Action and Non-refundable Filing Fee:

- | | |
|--|--|
| <input type="checkbox"/> Street Name Change - \$1,002.00 | <input type="checkbox"/> Street/Alley Vacations - \$1,002.00 |
| <input checked="" type="checkbox"/> Rezoning - \$1,253.00 | <input type="checkbox"/> Conditional Use - \$1,002.00 |
| <input type="checkbox"/> Conditional Rezoning - \$1,002.00 | <input type="checkbox"/> Special Regulated Use - \$1,002.00 |

Information regarding the site:

Street Address 807 Oak Street

Major Cross Streets Oak Street, West Court Street

Parcel No. 41-18-153-009 Current Zoning District C-2

Current Use Vacant Lot, Previously single family rental property.

Information regarding request:

Proposed Use Commercial to be tied with adjacent D-2 property Proposed Zoning District D-2/NC

Explain Request (On Page 2)

(Please continue to complete application on page 2)

N2r 5. 100 19 A plane

Explain Request: We would like to rezone the aforementioned lot that we own from C-2 to D-2 in order to tie it to the adjacent property located at 418 West Court Street that we own. Our proposed plan is to construct a new facility for our nonprofit corporation on these lots. We understand that in the Future Master Plan, the parcel in question is expected to become NC - Neighborhood Commercial. Our proposed building would meet the as of right zoning of NC, however, until the ordinance is adopted by the city council, the lot in question remains a residential use. Please see the attached diagram for clarification, along with our lot tie application previously filed.

PROPERTY OWNER MUST ATTEND PLANNING COMMISSION MEETINGS OR BE REPRESENTED BY A PERSON WITH NOTORIZED LETTER OF REPRESENTATION TO ACT ON BEHALF OF OWNER.

I hereby affirm that the above information is correct to the best of my knowledge and grant permission for City Officials and or City Staff to conduct an on-site inspection.

Signature of Property Owner

Print Name

Date


Signature of Applicant

Denise Diller

7/7/2022

Print Name

Date

----- For Office Use Only ----->

July 26, 2022

Date Planning Commission Hearing is Scheduled

July 19, 2022

Date notice of Planning Commission meeting published

July 8, 2022

Date notice of Planning Commission meeting was mailed to property owners/occupants within 300ft of parcel

Planning Commission Decision:

☐ Approved

☐ Denied

☐ Approved as Amended

☐ Other: _____

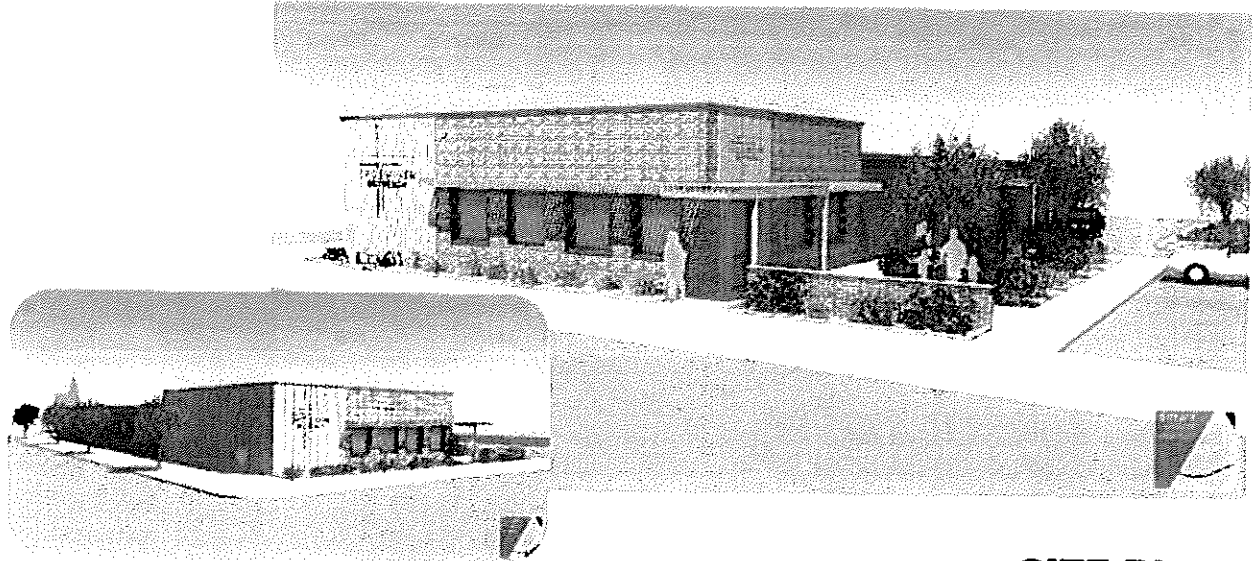
Remarks:

BUILDING
On our legacy

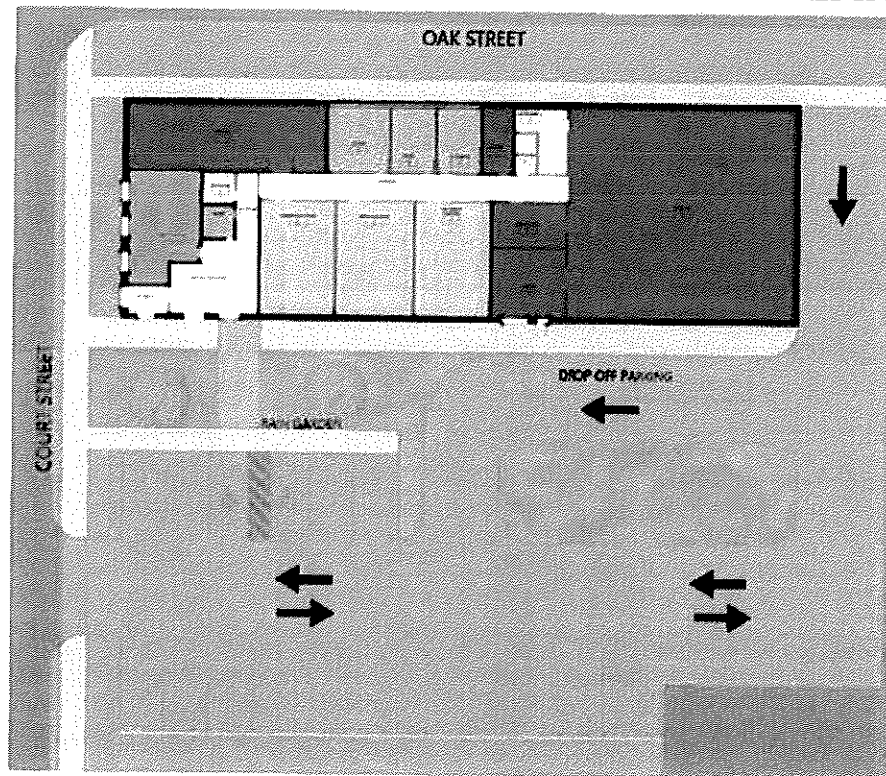
BELIEVING
In our future

Showing the Love of Christ · Restoring Hope · Rebuilding Lives

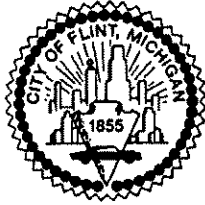
BUILDING RENDERINGS



SITE PLAN



CROSSOVER OUTREACH • 414 W. Court Street • Flint, MI 48503
www.crossoveroutreach.org • (810) 234-2479 • info@crossoveroutreach.org



CITY OF FLINT

FLINT PLANNING COMMISSION
ROBERT WESLEY, CHAIRMAN

STAFF REPORT (22-13)

DATE: July 22, 2022

TO: City of Flint Planning Commission

STAFF REPORT BY: Bill Vandercook, Zoning Coordinator

ADMINISTRATIVE DEPT: Department of Planning and Development

SUBJECT: Denise Diller/ Crossover Outreach, request a rezoning from C-2 to D-2 at 807 Oak Street (PID 41-18-153-009) now identified as a part of 414 W Court Street (PID 41-18-15-029).

LOCATION: 807 Oak Street (PID 41-18-153-009) now identified as a part of 414 W Court Street (PID 41-18-15-029).

AFFECTED WARD: Subject site is in Ward 5.

PERTINENT SECTION OF THE ORDINANCE:

D-2 Permitted Uses (50-41 and 50-42).

EXISTING LAND USE PATTERNS:

North-Residential
East- Commercial
South- Commercial
West-Residential

EXISTING ZONING PATTERNS:

Subject Property C-2 Multi Family High Density Apartment District

North- C-2 Multi Family High Density Apartment District
East- D-5 Metropolitan Commercial Service District
South- D-2 Neighborhood Business District
West-C-2 Multi Family High Density Apartment District

BACKGROUND

Planning and Zoning historical records indicate that 807 Oak Street (PID 41-18-153-009) now identified as a part of 414 W Court Street (PID 41-18-15-029) was never

properly rezoned from C-2 to D-2, but inadvertently combined with 414 W Court (PID 41-18-15-029). Property combinations cannot take place unless 1. The zoning districts match and/or the property is rezoned to match prior to a parcel combination.

APPLICANT REQUEST:

The applicant is requesting a rezoning from the C-2 zoning district to the D-2 zoning district to construct a new facility for non-profit corporation.

A rezoning from C-2 to D-2 represents a shift from residential to business.

The D-2 district: It is the purpose of D-2 districts to provide principally for convenience goods needs of persons residing in the residential area nearby. Uses permitted outright or conditionally shall be limited to those required to satisfy basic needs for goods and services required for daily or frequently and other uses, which while not serving basic day to day needs, nonetheless can be considered to have little impact on surrounding residential areas (50-41 and 50-42).

The future land use classification for this parcel is NC - Neighborhood Center. This Land Use is described in the Master Plan as: focal points of Flint's neighborhoods and are distributed throughout the city. Neighborhood Centers are primarily located at the intersection of busy streets that provide ease of access for nearby residents and contribute to the overall activity of the area.

STAFF COMMENTS

Rezoning this parcel from C-2 to D-2 Aligns with current and future zoning, are compliant with City and State codes and will give the applicant the ability to build a nonprofit facility. Rezoning this parcel from C-2 to D-2 will rectify a past error in current City of Flint planning, zoning, and assessment records.

Based on the information provided, at this time we recommend approval of the rezoning request.



CITY OF FLINT

FLINT PLANNING COMMISSION
ROBERT WESLEY, CHAIRMAN

August 3rd, 2022

Denise Diller/Crossover Outreach
414 W. Court St.
Flint, MI 48503

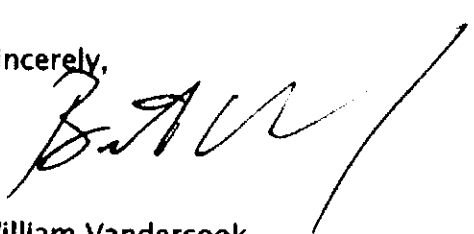
RE: Planning Commission Public Hearing Action Notification

PC 22-13: Applicant, Denise Diller/Crossover Outreach, requests a rezoning from C-2 to D-2 at 807 Oak Street (PID 41-18-153-009) now identified as a part of 414 W Court St. (PID 41-18-153-029).

At its meeting on July 26th, 2022, the Flint Planning Commission **Approved** the rezoning request from C-2 to D-2 at 807 Oak Street (PID 41-18-153-009) now identified as a part of 414 W. Court St. (PID 41-18-153-029).

If you have any questions, please contact the Planning & Zoning Office at (810) 766-7426 ext. 3060

Sincerely,


William Vandercook
Zoning Coordinator
City of Flint - Planning & Zoning Division
1101 S. Saginaw St. Rm. S105
P: 810.766.7426 x.3060

PC 22-13: Applicant, Denise Diller/Crossover Outreach, requests a rezoning from C-2 to D-2 at 807 Oak Street (PID 41-18-153-009) now identified as a part of 414 W Court St. (PID 41-18-153-029).

