

City of Flint, Michigan

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



Meeting Agenda - Final

Wednesday, September 7, 2022

5:00 PM

COUNCIL CHAMBERS

FINANCE COMMITTEE

*Tonya Burns, Chairperson, Ward 6
Judy Priestley, Vice Chairperson, Ward 4*

*Eric Mays, Ward 1
Quincy Murphy, Ward 3
Allie Herkenroder, Ward 7*

*Ladel Lewis, Ward 2
Jerri Winfrey-Carter, Ward 5
Dennis Pfeiffer, Ward 8*

Eva L. Worthing, Ward 9

Inez M. Brown, City Clerk

Davina Donahue, Deputy City Clerk

ROLL CALL

READING OF DISORDERLY PERSONS CITY CODE SUBSECTION

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.

PUBLIC SPEAKING

Per the amended Rules Governing Meetings of the Council (as adopted by the City Council on Monday, June 12, 2017), two (2) minutes per speaker. Only one speaking opportunity per speaker.

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.

SPECIAL ORDERS

220382 Special Order/Rehmann Robson, LLC

A Special Order to allow representatives of auditing firm Rehmann Robson, LLC, to discuss Resolution No. 220378.

220383 Special Order/Democracy Defense League/Water Affordability

A Special Order as requested by Finance Chairperson Tonya Burns and Councilperson Eric Mays to allow Claire McClinton and Vicki Marx of the Democracy Defense League to present a proposal on water affordability.

RESOLUTIONS

220348 Provide Funding/Office of Public Health/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 provide funding to operate the Office of Public Health, amend the FY2023 budget, and appropriate funding for revenue and expenditures in future fiscal years, for as long as funds are available from the funder. Funds will be paid from the American Rescue Plan Act (ARPA) Fund (287). Before funds are spent, the city's ARPA administration, compliance and implementation firm shall review and ensure compliance with the latest U.S. Department of Treasury final rules.

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.]

220371 Ritz Safety/Speed Humps/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 Ritz Safety for additional speed humps for FY2023, in an amount NOT-TO-EXCEED \$98,900.00 FUSDT-CSLFRF Supplies Acct. No. 287-450.701-752.000.]

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.]

220374 Provide Funding/Park Improvements/Proposed St. Johns Memorial Park/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, in the amount of \$250,000, for capital improvements to be made at the proposed St. Johns Memorial Park. 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).

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

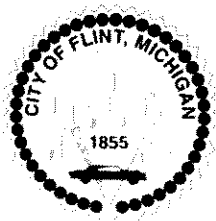
Resolution resolving that the Flint City Council approves partial settlement of the case of Matthew Baker and Salina Juarez et al v City of Flint et al, Case No. 19-1139438-CD, in the amount of \$78,000.00, in satisfaction of any and all claims brought by Baker and Juarez against the city and its employees 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.]

DISCUSSION ITEMS

ADJOURNMENT



RESOLUTION NO.: 220348

PRESENTED: AUG 17 2022

ADOPTED: _____

**RESOLUTION TO RESPOND TO THE PUBLIC HEALTH IMPACTS OF THE PANDEMIC THROUGH
THE CONTINUED WORK OF THE OFFICE OF PUBLIC HEALTH**

BY THE MAYOR:

WHEREAS, the City of Flint is a duly created and validly existing political subdivision of the State of Michigan under the Constitution and laws of the state of Michigan, and;

WHEREAS, on March 11, 2021, the President of the United States of America signed into law the "American Rescue Plan Act of 2021", also known as House Resolution 1319, an Act approved by the Congress of the United States, and which authorized the Treasury of the United States to disburse certain funds to local governments, including the City of Flint, which could be used for specific and defined purposes, and;

WHEREAS, in accordance with the American Rescue Plan Act of 2021, the City of Flint wishes to exercise its right to extend and disseminate assistance to impacted households tied to specific criteria, as authorized by the Act, to assist citizens who may have been impacted financially by the ongoing COVID-19 Pandemic.


WHEREAS, the administration recommends funding up to \$450,000.000 for the City of Flint's Office of Public Health to continue providing needed access to public health resources, direct navigation for city residents to many community resources on a case-by-case basis, continuance of lead mitigation services including distribution of water filtration systems, conducting the distribution of test kits for Lead and Copper Rule testing, and expanding their scope of work to include public health initiatives that focus on equity, environmental justice, food policy mental health, substance abuse, and more.

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary to provide funding to operate the Office of Public Health, amend the FY23 budget, and appropriate funding for revenue and expenditures in future fiscal years, for as long as funds are available from the funder. Funds will be paid from the American Rescue Plan Act fund (287). Before funds are spent, the City of Flint's ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury final rules.

Account Number & Grant Code	Account Name	Amount
287-171.716-702.010 FUSDT-CSLFRF	Wages Full-Time (Non-Exempt)	\$170,000.00
287-171.716-702.020 FUSDT-CSLFRF	Salaried Employee (Exempt)	\$55,000.00
287-171.716-710.100 FUSDT-CSLFRF	Unemployment Compensation (SUTA)	\$3,500.00
287-171.716-710.200 FUSDT-CSLFRF	FICA (Social Security)	\$15,000.00
287-171.716-710.300 FUSDT-CSLFRF	Medicare	\$4,000.00
287-171.716-713.000 FUSDT-CSLFRF	Workers Compensation	\$10,500.00
287-171.716-714.300 FUSDT-CSLFRF	Employer Health Care Savings Plan (HCSP)	\$10,000.00
287-171.716-716.100 FUSDT-CSLFRF	MERS Hybrid Defined Contribution Pension	\$10,500.00
287-171.716-717.100 FUSDT-CSLFRF	MERS Hybrid Defined Benefit Pension	\$20,000.00
287-171.716-718.010 FUSDT-CSLFRF	Health Insurance Premiums	\$40,000.00
287-171.716-718.300 FUSDT-CSLFRF	Life Insurance	\$1,000.00


287-171.716-718.400 FUSDT-CSLFRF	Optical Insurance	\$2,000.00
287-171.716-718.500 FUSDT-CSLFRF	Dental Insurance	\$2,000.00
287-171.716-719.100 FUSDT-CSLFRF	Accrued Absences	\$4,000.00
287-171.716-752.000 FUSDT-CSLFRF	Supplies	\$7,500.00
287-171.716-801.000 FUSDT-CSLFRF	Professional Services	\$50,000.00
287-171.716-861.000 FUSDT-CSLFRF	Transportation – Mileage Reimbursement	\$5,000.00
287-171.716-863.900 FUSDT-CSLFRF	Vehicle & Equipment Intracity	\$10,000.00
287-171.716-900.000 FUSDT-CSLFRF	Printing & Publishing	\$15,000.00
287-171.716-958.000 FUSDT-CSLFRF	Education, Training, & Confer	\$10,000.00
287-171.716-977.000 FUSDT-CSLFRF	Equipment	\$5,000.00
	Total	\$450,000.00

Approved as to Form:


William Kim (Aug 10, 2022 16:21 EDT)

William Kim, Chief Legal Officer

Approved as to Finance:


Robert J.F. Widigan (Aug 10, 2022 16:40 EDT)

Robert J. F. Widigan, Chief Financial Officer

CLYDE D EDWARDS

CLYDE D EDWARDS (Aug 10, 2022 16:49 EDT)

Clyde D. Edwards, City Administrator

Flint City Council

RESOLUTION STAFF REVIEW

Date: August 8, 2022

Agenda Item Title:

RESOLUTION TO RESPOND TO THE PUBLIC HEALTH IMPACTS OF THE PANDEMIC THROUGH THE CONTINUED WORK OF THE OFFICE OF PUBLIC HEALTH

Prepared by:

Lottie Ferguson, Chief Resilience Officer

Background/Summary of Proposed Action:

The grants that previously funded the Office of Public Health, Healthy Start grant provided to the Genesee County Health Department from the Health Resources and Services Administration, an agency of the U.S. Department of Health and Human Services; and Flint Lead Exposure Registry at Michigan State University, have ended, and the office has become an essential part of public health services and referrals for the City of Flint. The Office of Public Health is often the first point of contact for residents in crisis, and the Information Desk is the first point of contact for visitors to City Hall, and includes the only person on city staff who is fluent in Spanish.

The Office of Public Health provides access to public health resources, direct navigation for city residents to many community resources on a case-by-case basis, continuance of lead mitigation services including distribution of water filtration systems, conducting the distribution of test kits for Lead and Copper Rule testing, with plans to expand their scope of work to include public health initiatives that focus on equity, environmental justice, food policy, mental health, substance abuse, and more, in continued partnership with community based organizations and the Genesee County Health Department.

This would fund operations for the Office of Public Health for one year, with the expectation that additional grant funding would be secured for office ongoing sustainability.

Financial Implications:


This project is included in the Mayor's American Rescue Plan Act Recovery Plan, presented to Council on June 14, 2022.

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

Pre-encumbered: Yes ___ No x **Requisition #:** _____

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

Staff Recommendation: Staff recommends approval of this resolution.

APPROVAL 
Lottie Ferguson (Aug 10, 2022 13:54 EDT)

Account Number & Grant Code	Account Name	Amount
287-171.716-702.010 FUSDT-CSLFRF	Wages Full-Time (Non-Exempt)	\$170,000.00
287-171.716-702.020 FUSDT-CSLFRF	Salaried Employee (Exempt)	\$55,000.00

287-171.716-710.100 FUSDT-CSLFRF	Unemployment Compensation (SUTA)	\$3,500.00
287-171.716-710.200 FUSDT-CSLFRF	FICA (Social Security)	\$15,000.00
287-171.716-710.300 FUSDT-CSLFRF	Medicare	\$4,000.00
287-171.716-713.000 FUSDT-CSLFRF	Workers Compensation	\$10,500.00
287-171.716-714.300 FUSDT-CSLFRF	Employer Health Care Savings Plan (HCSP)	\$10,000.00
287-171.716-716.100 FUSDT-CSLFRF	MERS Hybrid Defined Contribution Pension	\$10,500.00
287-171.716-717.100 FUSDT-CSLFRF	MERS Hybrid Defined Benefit Pension	\$20,000.00
287-171.716-718.010 FUSDT-CSLFRF	Health Insurance Premiums	\$40,000.00
287-171.716-718.300 FUSDT-CSLFRF	Life Insurance	\$1,000.00
287-171.716-718.400 FUSDT-CSLFRF	Optical Insurance	\$2,000.00
287-171.716-718.500 FUSDT-CSLFRF	Dental Insurance	\$2,000.00
287-171.716-719.100 FUSDT-CSLFRF	Accrued Absences	\$4,000.00
287-171.716-752.000 FUSDT-CSLFRF	Supplies	\$7,500.00
287-171.716-801.000 FUSDT-CSLFRF	Professional Services	\$50,000.00
287-171.716-861.000 FUSDT-CSLFRF	Transportation – Mileage Reimbursement	\$5,000.00
287-171.716-863.900 FUSDT-CSLFRF	Vehicle & Equipment Intracity	\$10,000.00
287-171.716-900.000 FUSDT-CSLFRF	Printing & Publishing	\$15,000.00
287-171.716-958.000 FUSDT-CSLFRF	Education, Training, & Confer	\$10,000.00
287-171.716-977.000 FUSDT-CSLFRF	Equipment	\$5,000.00
	Total	\$450,000.00



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,	
LRM-NPLAN21	Neighborhood Planning Grant	2,000.00



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.

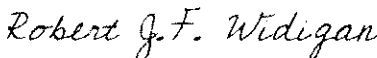
BE IT FURTHER RESOLVED, that the Purchasing division has the discretion to spend an additional amount of no more than 5% of the annual requested spend amount of Office Depot for unanticipated requests that may be submitted during FY2023.

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

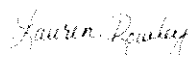
FOR THE CITY OF FLINT:


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. Guzzy*

7/22/2021

Scott N. Guzzy, CPPO, MBA, Purchasing Administrator



RESOLUTION NO.: 210349

PRESENTED: AUG - 4 2021

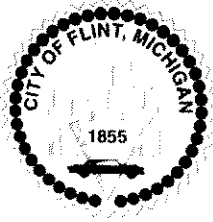
ADOPTED: AUG 10 2021

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

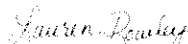
FOR THE CITY OF FLINT:


Clyde D. Edwards (Aug 26, 2022 12:36 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,

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 23, 2022 10:17 EDT

William Kim, City Attorney

APPROVED AS TO FINANCE:


Robert J.F. Widigan Aug 23, 2022 10:34 EDT

Robert J.F. Widigan, Interim Chief Financial Officer

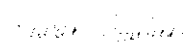
FOR THE CITY OF FLINT:


CLYDE D. EDWARDS Aug 23, 2022 10:35 EDT

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:


Lauren Rowlev Aug 23, 2022 10:35 EDT

Lauren Rowlev, 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 6:15 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)*:

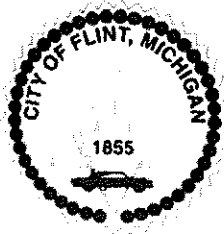
STAFF RECOMMENDATION: *(PLEASE SELECT)*: ☒ APPROVED ☐ NOT APPROVED

DEPARTMENT HEAD SIGNATURE:


Aaron R. Cottrell Aug 26, 2023 09:54 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) <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)		MI	049
Ultimate Uptime Package Purchased:		County GENESEE City FLINT			
		<input type="checkbox"/> Yes <input type="checkbox"/> 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	1T0410LXHFKF353739	\$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	
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	\$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

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/off-road/off-road.html>.

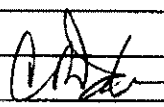
IMPORTANT WARRANTY NOTICE: The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S 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) <u>CITY OF FLINT</u>	Signature _____	Date <u>3/6/2019</u>
Purchaser (Second Signer) _____	Signature _____	Date _____
Dealer Representative _____	Signature 	Date _____
Salesperson <u>CHRIS ROBINSON</u>	Signature _____	Date <u>3/6/2019</u>

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 AS 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



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's 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/maproc/ordiesel/ordiesel.htm>.

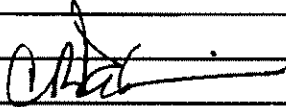
IMPORTANT WARRANTY NOTICE: The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S 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) _____	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]

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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

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)

☐ 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	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	1T0410LXHLF384412	\$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

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/improvement/offroadiesel/ordiesel.htm>.

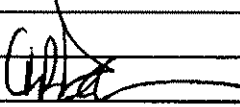
IMPORTANT WARRANTY NOTICE: The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S 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: 6/25/2020	Purchaser Signature: _____
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**JOHN DEERE
FINANCIAL**

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

7448

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. 1T0410LXHFL384412				

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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Lease Schedule

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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. 8400 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 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]

**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:
 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 030-0063090-015

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

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 8800, JOHNSTON, IA 50131-8600

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	\$51,268.00

*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	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 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.

7499
Water

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/msprog/offdiesel/offdiesel.htm>.

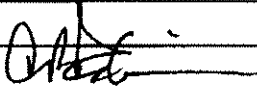
IMPORTANT WARRANTY NOTICE: The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S 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: 7/7/2020	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.



JOHN DEERE FINANCIAL

Lease Schedule

Lease Schedule No.	030-0063090-016
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 50131-8600

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

PAYMENT DUE AT SIGNING

PAYMENT TERMS			PAYMENT DUE AT SIGNING	
Due Date	1 st Payment Due Date	Discount Rate	Advance Lease Payment**	\$26,442.59
07	07/07/2020	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	\$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

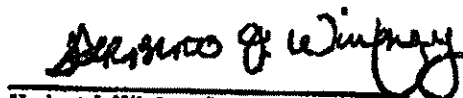
APPROVED AS TO FINANCE


Hedy Newsome
Chief Financial Officer

APPROVED AS TO FORM:


Angela Wheeler
Chief Legal Officer


Steve Branch, City Administrator


Herbert J. Winfrey, President
City Council



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/msprogfordiesel/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: 7/28/2020	Purchaser Signature:
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JOHN DEERE
FINANCIAL

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

PAYMENT DUE AT SIGNING

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 (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.

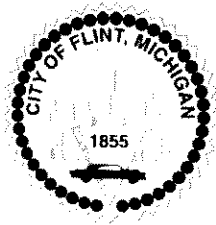
Representations and Warranties. You represent and warrant to us, as of the date you signed this Schedule, that (1) the Equipment was selected by you; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (3) the safe operation and the proper 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]



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 06:53 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



220 22nd Ave. E Suite 106 * Alexandria, MN 56308 * Telephone 320 763 7600 * Fax 706 591 9057
www.nationalcooperativeleasing.com

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 YOU 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.

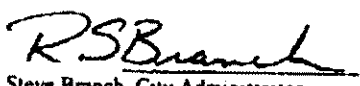

Joyce A. McClane
Purchasing Manager

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

FY19 20 JAN



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 12:26 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 17:55 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 22, 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
William Kim (Aug 26, 2022 12:29 EDT)

William Kim, City Attorney

APPROVED AS TO FINANCE:

Robert J.F. Widigan
Robert J.F. Widigan (Aug 26, 2022 11:16 EDT)

Robert J.F. Widigan, Chief Financial Officer

FOR THE CITY OF FLINT:

Clyde D. Edwards
Clyde D. Edwards (Aug 26, 2022 12:31 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: 8/10/2022

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: <i>Aaron R. Cottrell</i>	Digitally signed by Aaron R. Cottrell Date: 2022.08.09 10:25:25 -04'00'	Date: 8/9/2022
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VST-36/40/47/52-I

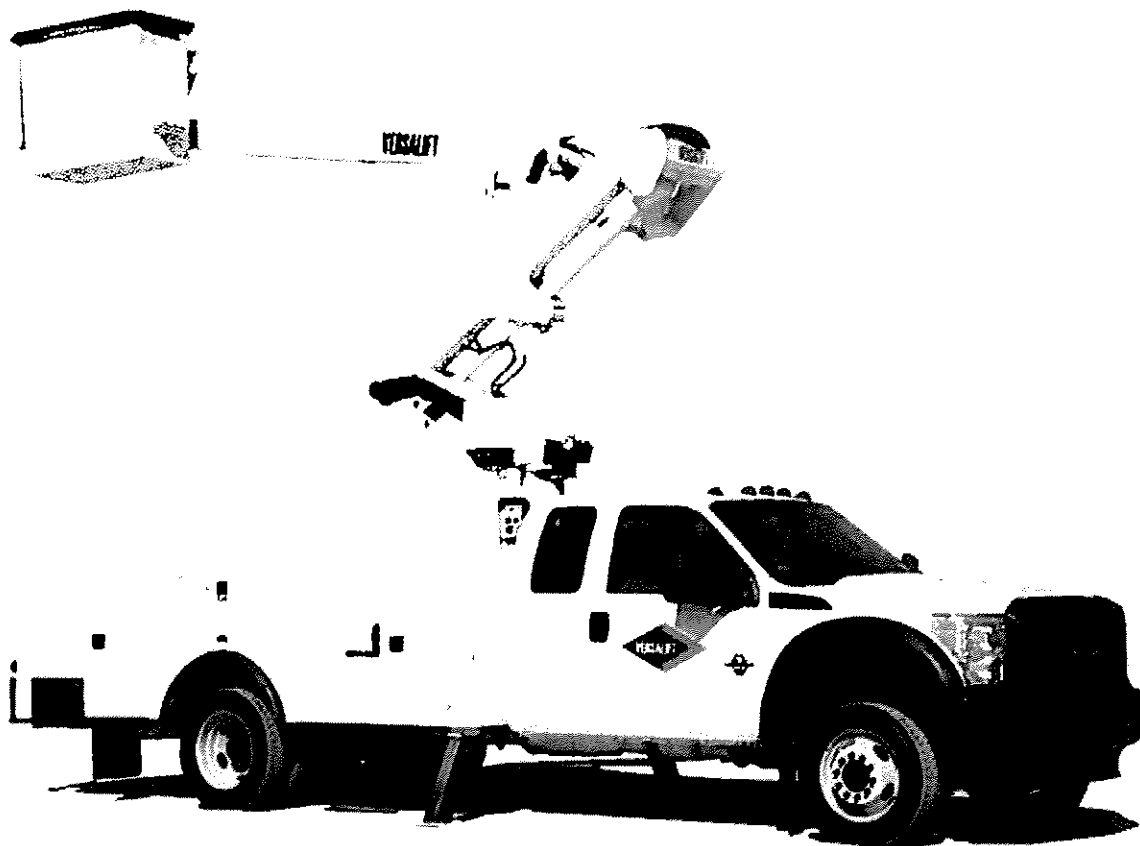
Insulated Articulated Telescopic Aerial Device

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 29' 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	35.2 m (115' 6")	40.2 m (132' 0")	47.8 m (156' 9")	51.8 m (170' 1")
Maximum Platform Capacity	500 lbs. (227 kg)	500 lbs. (227 kg)	500 lbs. (227 kg)	500 lbs. (227 kg)
Platform Rotation	360°	360°	360°	360°
Maximum Jib Capacity	500 lbs. (227 kg)	500 lbs. (227 kg)	500 lbs. (227 kg)	500 lbs. (227 kg)

HEIGHT WITH STANDARD PEDESTAL

Bottom of Platform Height	36.4 m (119' 5")	40.4 m (132' 7")	47.4 m (155' 8")	51.4 m (168' 8")
Working Height	37.4 m (122' 8")	41.4 m (135' 9")	48.4 m (158' 9")	52.4 m (172' 1")
Stowed Travel Height	36.4 m (119' 5")	40.4 m (132' 7")	47.4 m (155' 8")	51.4 m (168' 8")

BOOM ACTION

Outer/Inner Boom Articulation	15°/15°	15°/15°	15°/15°	15°/15°
Inner Boom Extension	41 m (134' 6")	41 m (134' 6")	41 m (134' 6")	41 m (134' 6")
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	10 m (32' 8")	10 m (32' 8")	10 m (32' 8")	10 m (32' 8")
Lower Boom Insulation Gap	10 m (32' 8")	10 m (32' 8")	10 m (32' 8")	10 m (32' 8")

VEHICLE REQUIREMENTS

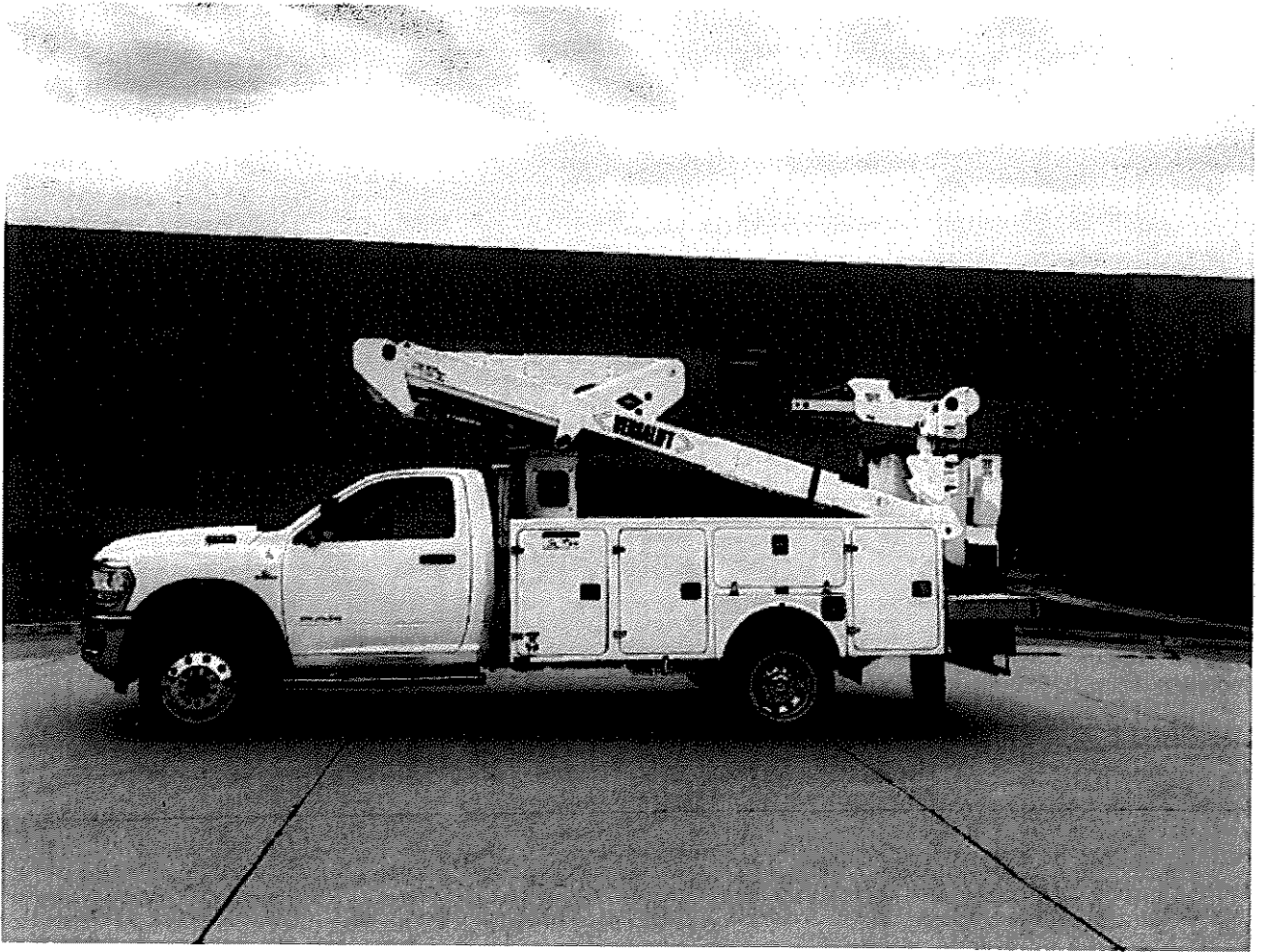
Cab to Axle (minimum)	4.1 m (13' 5")	4.1 m (13' 5")	4.1 m (13' 5")	4.1 m (13' 5")
GVWR	10,000 lbs. (4,536 kg)	10,000 lbs. (4,536 kg)	10,000 lbs. (4,536 kg)	10,000 lbs. (4,536 kg)

NOTE

1. Specifications may vary without prior notice
2. Required GVWR can vary significantly with chassis, lift mounting, location, service body, accessories and desired payload.

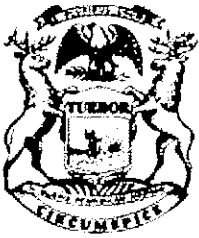
OPTIONS:

- 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			517-284-6448	
	Shelby Twp., MI 48315		Contract Administrator	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
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

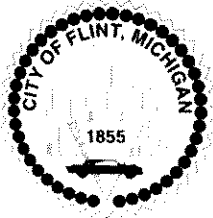
MINIMUM DELIVERY REQUIREMENTS

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.: 220371
PRESENTED: SEP - 7 2022
ADOPTED: _____

PROPOSAL#

BY THE CITY ADMINISTRATOR:

RESOLUTION TO RITZ SAFETY SUPPLIES FOR SPEED HUMPS

WHEREAS, additional speed humps are being requested to increase traffic and pedestrian safety throughout the city.

WHEREAS, (50) speed humps were previously purchased with ARPA grant funding, and speed humps have been installed by City DPW-Transportation employees.

WHEREAS, Ritz Safety, the sole source vendor for these particular speed humps, has the speed humps in stock for purchase and will match the previously purchased humps which also have the same installation requirements.

WHEREAS, This purchase has been vetted for Federal ARPA spending compliance with Ernst & Young.

Funding will come from the following account(s):

Account Number	Account Name/Grant Code	Amount
287-450.701-752.000	Supplies/FUSDT-CSLFRF	\$ 98,900.00
	FY23 GRAND TOTAL	\$98,900.00

IT IS RESOLVED, that The Division of Purchases and Supplies is hereby authorized to issue a Purchase Order to Ritz Safety Supplies for additional speed humps for FY23 (07/01/22-06/30/23) for the amount not to exceed \$98,900.00.

APPROVED AS TO FORM:


William Kim (Aug 31, 2022 16:42 EDT)

William Kim, City Attorney

APPROVED AS TO FINANCE:


Jennifer Ryan (Aug 31, 2022 16:38 EDT)

Robert J. F. Widigan, Chief Finance Officer

FOR THE CITY OF FLINT:


CLYDE D EDWARDS (Aug 31, 2022 16:43 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:



Lauren Rowley

Lauren Rowley, Purchasing Manager

RESOLUTION NO.: _____

PRESENTED: _____

ADOPTED: _____



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: August 23, 2022

BID/PROPOSAL#

AGENDA ITEM TITLE: Speed humps and signs

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

VENDOR NAME: Ritz Safety

BACKGROUND/SUMMARY OF PROPOSED ACTION:

Per the mayor's request, this is a request for additional speed humps, along with the installment kits and safety signs. Two additional vendors were contacted for quotes to comply with Federal ARPA funding guidelines, in which only one alternate vendor supplied a quote that was higher than Ritz. Ritz Safety has supplied the City with speed humps previously, and they do not include additional shipping/freight charges. This complies with ARPA spending per Ernest & Young, as it qualifies as a Public Safety expense to slow down traffic.

FINANCIAL IMPLICATIONS: There is money in the account listed below.

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

Dept.	Name of Account	Account Number	Grant Code	Amount
287	Supplies	450.701-752.000	FUSDT-CSLRFR	\$98,900.00
		FY23 GRAND TOTAL		\$98,900.00

PRE-ENCUMBERED? YES ☒ NO ☐ **REQUISITION NO:** 230006262

ACCOUNTING APPROVAL: Jennifer Ryan Jennifer Ryan - Aug 23 2022 10:40 EDT **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 (Aug 23, 2022 1:52 EDT)
Rodney McGaha, Director of Transportation



Sale Products Sound Advice Delivered
3330 N. Shadeland Ave,
Indianapolis, IN 46226-6257
317-263-3500

QUOTATION

Order Number

2800299

Order Date

8/17/2022 10:50:36

Page

1 of 1

Quote Expires On 9/16/2022

Bill To:

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

Ship To:

CITY OF FLINT STREET MAINTENANCE
702 W 12TH STREET
FLINT, MI 48503
US

Customer ID 44625

Requested By: KATHRYN NEUMANN

PO Number RFQ -SPEED HUMPS			Ship Route UPS		Taker		SHARON.WULF	
Ln	Item ID	Item Description	Disposition	Ordered	UOM	Unit Price	Extended Price	
1	RUBFRRKSH36C	Speed Hump Center Module 36"X24		400.00	EA	147.00	58,800.00	
2	RUBRFRKSH36E	Speed Hump End Module 36"X24"		100.00	EA	146.00	14,600.00	
3	RUBRKSH1836HWK	Hardware Kit for RK36 Speed Humps		500.00	EA	22.00	11,000.00	
		Hardware Kit - RKSb-18 & RKSH-36. lag bolt 3/8" x 5" (x4), washer 3/8" x 1" (x4), plastic anchors (x4), dual connector (dog bone) (x1)						
4	NTSW17130HI	30x30 High Intensity Speed Hump Sign		100.00	EA	64.00	6,400.00	
5	NTSW17130HIMOD	30X30 High Intensity Speed Hump Ahead		100.00	EA	81.00	8,100.00	
see quote 19159								

Total Lines 5

SUB-TOTAL: 98,900.00

TAX: 0.00

AMOUNT DUE: 98,900.00

U.S. Dollars

Signature

Returns: Special order, non-stock and drop ship items are subject to prior approval and returned goods policy of the manufacturer.

Restocking fees may apply.

Logo items with custom artwork or imprints are not cancelable or returnable, unless the problem is a Ritz Safety error or a manufacturer defect.

Dispositions

B = Backorder

H = Hold

S = Special

D = Drop Ship

C = Cancel

T = Transfer

P = Production

M = Make

All products & services are subject to Ritz Safety Terms and Conditions. Please visit www.ritz-safety.com or refer to our current catalog.



RESOLUTION NO.: 220372

PRESENTED: SEP - 7 2022

ADOPTED: _____

CONTRACT# 071B7700091

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO MACQUEEN EQUIPMENT LLC, DBA BELL EQUIPMENT CO. FOR BLIGHT
GARBAGE TRUCK**

WHEREAS, The City of Flint Blight Division is requesting a commercial garbage truck to aid in blight clean up assistance.

WHEREAS, A quote was obtained from MacQueen Equipment LLC, Lake Orion, MI, (DBA Bell Equipment Co.) for a commercial garbage truck utilizing the pricing from the MiDeal State of Michigan cooperative contract #071B7700091.

WHEREAS, this request will be completed using ARPA funding, and has been properly vetted through the City's ARPA compliance firm Ernst & Young where approval of ARPA compliance has been verified.

Funds will come from the following account(s):

Account Number	Account Name/Grant	Amount
287-732.701-977.000	Equipment/FUSDT-CSLFRF	\$ 150,000.00
	FY23 GRAND TOTAL	\$150,000.00

IT IS RESOLVED, that the Division of Purchases and Supplies is hereby authorized to issue a Purchase Order to MacQueen Equipment LLC for a commercial garbage truck for an FY23 (07/01/22-06/30/23) amount not to exceed \$150,000.00.

APPROVED AS TO FORM:

William Kim
William Kim (Aug 25, 2022 12:17 EDT)

William Kim, City Attorney

APPROVED AS TO FINANCE:

Robert J.F. Widigan
Robert J.F. Widigan (Aug 25, 2022 10:03 EDT)

Robert J.F. Widigan, Chief Financial Officer

FOR THE CITY OF FLINT:

Clyde D. Edwards
Clyde D. Edwards (Aug 26, 2022 12:42 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:

Lauren Rowley

Lauren Rowley, Purchasing Manager



CITY OF FLINT

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐

(If yes, please indicate how many years for the contract) 1 YEAR

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

BUDGET YEAR 1

BUDGET YEAR 2

BUDGET YEAR 3

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

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

DEPARTMENT HEAD SIGNATURE: *W A Brown*
W A Brown Aug 23 2022 21:30 EDT

DEPARTMENT HEAD MUST SIGN



78 Northpointe Dr.
Lake Orion, MI 48359
(248) 370-0000
Fax: (248) 370-0011

Ship To: CITY OF FLINT
702 12TH STREET
FLINT, MI 48503

Invoice To: CITY OF FLINT
ACCT PAYABLE
P.O. BOX 246
FLINT MI 48501

Branch 13 - LAKE ORION MI		
Date 07/18/2022	Time 15:07:56 (O)	Page 1
Account No FLINT003	Phone No	Est No 01 Q00275
Ship Via		Purchase Order QUOTE
Tax ID No		
DAN BELL		Salesperson 288

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 08/17/2022 Amount

QUOTED PRICES ARE BASED ON CURRENT COSTS AND THEREFORE SUBJECT TO CHANGE
WITH WRITTEN NOTICE TO ACCOUNT FOR PRICING CHANGES BEYOND SELLER'S CONTROL
Stock #: C040319 Serial #: FP5802641 150000.00
Used 2018 HE DURAPK 5000
2018 25 CUBIC YARD HEIL PT COMMERCIAL GARBAGE TRUCK
HOT SHIFT PTO W/ REMOTE MOUNT PUMP
HOPPER FLOOD LIGHTS
DUAL WORK LIGHTS OUTSIDE OF HOPPER
BODY SIDE BACKING ASSIST LIGHTS
PETERSON MULTI-FUNCTION LED STROBE LIGHTS
FRONT OVAL STROBES
SINGLE COLOR CAMERA SYSTEM
15,000 LB CAPACITY REAR LOAD CONTAINER LIP AND LATCH KIT
BODY SIDE DOOR WITH INTERLOCK
HD CONTRACTOR PACKAGE
SPILL KIT FRONT OF BODY
1,200 POUNDS PER CUBIC YARD OF PACKING FORCE
3.64 CUBIC YARD HOPPER
BODY PAINTED CUSTOMER COLOR OF CHOICE

Sale # 01 Subtotal: 150000.00
TOTAL: 150000.00

Subtotal: 150000.00
Quote Total: 150000.00

Authorization: _____



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 **8**
 to
 Contract Number **071B7700091**

CONTRACTOR	MacQueen Equipment LLC, DBA Bell Equipment Co.
	78 Northpointe Drive
	Lake Orion, MI 48359
	Dan Bell
	248-370-0000
	dbell@bellequip.com
	CV0022702

STATE	Program Manager	Scott Poyer	SW
		517-284-6448	
		poyers@Michigan.gov	
	Contract Administrator	Yvon Dufour	DTMB
		(517) 249-0455	
		dufour@michigan.gov	

CONTRACT SUMMARY

CONSTRUCTION EQUIPMENT PURCHASE & RENTAL

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
January 13, 2017	January 12, 2021	2 - 1 Year	January 12, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

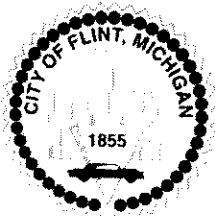
MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		January 12, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$3,500,000.00	\$500,000.00	\$4,000,000.00		

DESCRIPTION

Effective December 7, 2021, this contract is hereby increased by \$500,000.00. All other terms, conditions, specifications, and pricing remain the same. Per Vendor and Agency agreement, DTMB Central Procurement approval and Ad Board approval on December 7, 2021.



RESOLUTION NO.: 220373

PRESENTED: SEP - 7 2022

ADOPTED: _____

CONTRACT# 071B7700091

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO MACQUEEN EQUIPMENT LLC, DBA BELL EQUIPMENT CO. FOR BLIGHT
LIGHTNING LOADER**

WHEREAS, The City of Flint Blight Division is requesting a Petersen Lightning Loader to aid in blight clean up assistance.

WHEREAS, A quote was obtained from MacQueen Equipment LLC, Lake Orion, MI, (DBA Bell Equipment Co.) for a Petersen Lightning Loader utilizing the pricing from the MiDeal State of Michigan cooperative contract #071B7700091.


WHEREAS, this request will be completed using ARPA funding, and has been properly vetted through the City's ARPA compliance firm Ernst & Young where approval of ARPA compliance has been verified.

Funds will come from the following account(s):

Account Number	Account Name/Grant	Amount
287-732.701-977.000	Equipment/FUSDT-CSLFRF	\$ 196,579.00
	FY23 GRAND TOTAL	\$196,579.00

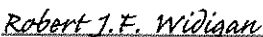
IT IS RESOLVED, that the Division of Purchases and Supplies is hereby authorized to issue a Purchase Order to MacQueen Equipment LLC for a Peterson Lightning Loader for an FY23 (07/01/22- 06/30/23) amount not to exceed \$196,579.00.

APPROVED AS TO FORM:


William Kim (Aug 25, 2022 12:16 EDT)

William Kim, City Attorney

APPROVED AS TO FINANCE:


Robert J.F. Widigan (Aug 25, 2022 13:04 EDT)

Robert J.F. Widigan, Chief Financial Officer

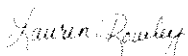
FOR THE CITY OF FLINT:

CLYDE D EDWARDS
CLYDE D EDWARDS (Aug 25, 2022 12:40 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:



Lauren Rowley, Purchasing Manager

**STAFF REVIEW FORM**



CITY OF FLINT

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐

(If yes, please indicate how many years for the contract) 1 YEAR

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

BUDGET YEAR 1

BUDGET YEAR 2

BUDGET YEAR 3

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

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

DEPARTMENT HEAD SIGNATURE:

W A Brown

W A Brown (Aug 23, 2022 21:18 EDT)

DEPARTMENT HEAD MUST SIGN



78 Northpointe Dr.
Lake Orion, MI 48359
(248) 370-0000
Fax: (248) 370-0011

Ship To: CITY OF FLINT
ATTN ARNOLD BROWN
702 W12TH STREET
FLINT, MI 48503

Invoice To: CITY OF FLINT
ACCT PAYABLE
P.O. BOX 246
FLINT MI 48501

Branch 13 LAKE ORION MI		
Date 06/27/2022	Time 15:52:55 (O)	Page 1
Account No FLINT003	Phone No	Est No 01 Q00265
Ship Via		Purchase Order ARNOLD BROWN
Tax ID No		
DAN BELL		Salesperson 288

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 07/27/2022 Amount

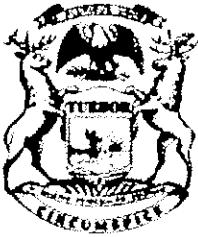
QUOTED PRICES ARE BASED ON CURRENT COSTS AND THEREFORE SUBJECT TO CHANGE
WITH WRITTEN NOTICE TO ACCOUNT FOR PRICING CHANGES BEYOND SELLER'S CONTROL
NEW TL3 PETERSEN LIGHTNING LOADER 196579.00
EQUIPPED WITH:
HEAVY DUTY SWING MOTOR
STANDARD HEIGHT PEDESTAL
QUADSTICK MECHANICAL CONTROLS
GRATING HEAT SHIELD
OUTRIGGER STROBES
STANDARD BUCKET
BOOM-UP WARNING LIGHT/AUDIBLE
HD CONTROL BOX
TANDEM PUMP IN LIEU OF SINGLE
LOADER SINGLE COLOR ORANGE
20 FOOT 30 YARD HARDOX BODY
SELF WINDING LOAD COVERING DEVICE
STANDARD BARN DOORS FOR BODY
WIRE LOOM FOR BODY WIRING
LED TYPE BODY LIGHTS
AMBER LED FLASHERS IN REAR
REAR CAMERA MOUNTED IN REAR
BODY COLOR BLACK
MOUNTED ON A 2023 MACK CHASSIS
CUMMINS B6.7 ENGINE
33000 GVW SINGLE AXLE CHASSIS
ALLISON 2500RDS TRANSMISSION
DELIVERY 90-120 DAYS FROM RECEIPT OF PURCHASE ORDER

Sale # 01 Subtotal: 196579.00
TOTAL: 196579.00

Authorization:

Subtotal: 196579.00
Quote Total: 196579.00

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www.bellequip.com



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 **8**
 to
 Contract Number **071B7700091**

CONTRACTOR	MacQueen Equipment LLC, DBA Bell Equipment Co.
	78 Northpointe Drive
	Lake Orion, MI 48359
	Dan Bell
	248-370-0000
	dbell@bellequip.com
	CV0022702

STATE	Program Manager	Scott Poyer	SW
		517-284-6448	
	poyers@Michigan.gov		
	Contract Administrator	Yvon Dufour	DTMB
		(517) 249-0455	
		dufoury@michigan.gov	

CONTRACT SUMMARY

CONSTRUCTION EQUIPMENT PURCHASE & RENTAL

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
January 13, 2017	January 12, 2021	2 - 1 Year	January 12, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		January 12, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$3,500,000.00	\$500,000.00	\$4,000,000.00		

DESCRIPTION

Effective December 7, 2021, this contract is hereby increased by \$500,000.00. All other terms, conditions, specifications, and pricing remain the same. Per Vendor and Agency agreement, DTMB Central Procurement approval and Ad Board approval on December 7, 2021.



RESOLUTION NO.: _____

PRESENTED: SEP - 7 2022

ADOPTED: _____

**RESOLUTION TO RESPOND TO THE PUBLIC HEALTH AND NEGATIVE IMPACTS OF THE PANDEMIC BY
FUNDING PARK IMPROVEMENTS AT THE PROPOSED ST JOHN MEMORIAL PARK****BY THE CITY ADMINISTRATOR:**

WHEREAS, the City of Flint is a duly created and validly existing political subdivision of the State of Michigan under the Constitution and laws of the state of Michigan; and

WHEREAS, on March 11, 2021, the President of the United States of America signed into law the "American Rescue Plan Act of 2021", also known as House Resolution 1319, an Act approved by the Congress of the United States, and which authorized the Treasury of the United States to disburse certain funds to local governments, including the City of Flint, which could be used for specific and defined purposes; and

WHEREAS, in accordance with the American Rescue Plan Act of 2021, the City of Flint wishes to exercise its right to extend and disseminate assistance to impacted households tied to specific criteria, as authorized by the Act, to assist citizens who may have been impacted financially by the ongoing COVID-19 Pandemic; and

WHEREAS, the Administration recommends funding be provided, as indicated in the Mayor's American Rescue Plan Act Recovery Plan presented to Council on June 14, 2022, \$250,000 for capital improvements to the proposed St. John Memorial Park in order to provide additional recreational opportunities to promote the health and wellbeing of the residents of our cities and to recognize and reinvest in neighborhoods and communities that were stripped of generational wealth and power due to racist systems and practices; and

WHEREAS, first phase improvements proposed for the Park, as identified by the St. John Street Historical Committee and residents of the City of Flint, include: historical marker plaques, park name signage, interpretive signage, Flint River Trail and Watershed sign, decorative benches, pavilion, picnic tables and grills, and statues.

THEREFORE, BE IT IS RESOLVED, that the appropriate City Officials are authorized to do all things necessary to make funding available in the amount of \$250,000 for capital improvements to be made at the proposed St. John Memorial Park. Before funds are distributed, the City of Flint's ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of the Treasury final rules. Funds will be paid from the American Rescue Plan Act fund (287).

APPROVED AS TO FORM:


William Kim (Aug 30, 2022 13:10 EDT)

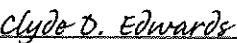
William Kim
City Attorney

APPROVED AS TO FINANCE:


Robert J.F. Widigan (Aug 30, 2022 14:59 EDT)

Robert J.F. Widigan
Chief Financial Officer

FOR CITY OF FLINT:


Clyde D. Edwards (Aug 31, 2022 13:11 EDT)

Clyde Edwards
City Administrator

CITY COUNCIL:

Flint City Council



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 7/26/22

BID/PROPOSAL# n/a

AGENDA ITEM TITLE: RESOLUTION TO RESPOND TO THE PUBLIC HEALTH AND NEGATIVE IMPACTS OF THE PANDEMIC BY FUNDING PARK IMPROVEMENTS AT THE PROPOSED ST JOHN MEMORIAL PARK

PREPARED BY: Suzanne Wilcox, Director, Department of Planning and Development

BACKGROUND/SUMMARY OF PROPOSED ACTION:

City residents have been impacted financially by the Pandemic. Therefore, in accordance with the American Rescue Plan Act of 2021, the City of Flint wishes to exercise its right to utilize ARPA funds to extend and disseminate assistance to Impacted Households tied to specific criteria, as authorized by the Act, to assist citizens who may have been impacted financially by the ongoing COVID-19 Pandemic.

This recommended for funding for the St. John Memorial Park (plan attached) is to provide funding for capital improvements that would create an additional recreational opportunity in the City of Flint while honoring and reinvesting in neighborhoods and communities that were stripped of generational wealth and power due to racist systems and practices, with the goal of strengthening the health and well being of our residents for generations to come. Proposed first phase improvements include historical marker plaques, park name signage, interpretive signate, Flint River Trail and Watershed sign, decorative benches, pavilion, picnic tables and grills, and statues.

Funding for first phase improvements for the St. John Memorial Park will come from account #287-752.701-801.000 in the amount of \$250,000.00. Other fundraising is underway for future improvements, including the removal of the Minnesota Dam and installation of a pedestrian bridge.

FINANCIAL IMPLICATIONS: There is money in the account listed below. This project is included in the Mayor's American Rescue Plan Act Recovery Plan, presented to Council on June 14, 2022. Fundraising is underway to fully develop this park as proposed by the members of the St. John Street Historical Committee and residents of the City of Flint.

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

Dept.	Name of Account	Account Number	Grant Code	Amount
		287-752.701-801.000	FUDST-CSLFRF	\$250,000
		FY22/23 GRAND TOTAL		\$250,000.00

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

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐

(If yes, please indicate how many years for the contract) 2 YEARS – Vendors to be identified based upon bids received.



CITY OF FLINT

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)* n/a

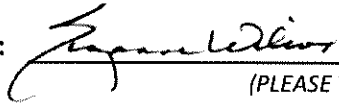
BUDGET YEAR 1

BUDGET YEAR 2

BUDGET YEAR 3

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

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

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

Compliance with latest U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Final Rule


Robert J.F. Widigan (Aug 30, 2022 14:59 EDT)

Robert J.F. Widigan
Chief Financial Officer

Public Health

Project Identification Number / Project Name:	PH-02/Improve community centers and city parks
Funding Amount:	\$2,900,000
Project Expenditure Category:	2.22 - Strong Healthy Communities: Neighborhood features that Promote Health and Safety
Implementation Strategy: Project Overview	Contracting

Invest in updating the facilities and parks to make them usable and equip the facilities for disabled residents. Gain additional support to operate programs in the selected locations.

Use of Evidence

Evidence Level: Preliminary
Expert opinion is that community members use public parks and centers for a variety of reasons, including socializing, participating in recreational or educational activities, gaining information, and seeking counseling or support services. Community centers - County Health Rankings & Roadmaps

Equity Impact

Targeting parks and community spaces in Flint's OCTs to uplift these communities

Key Performance Indicators

Increased use of community recreation facilities
Improved mental health based on Michigan health surveillance survey





RESOLUTION NO.: 320375

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 13:55 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 16:15 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 D. Edwards July 6, 2022 14:01 EDT

Clyde Edwards, City Administrator

APPROVED AS TO FORM:

APPROVED AS TO FINANCE:

William Kim
William Kim July 6, 2022 15:58 EDT

William Kim, City Attorney

Robert J.F. Widigan
Robert J.F. Widigan July 6, 2022 17:26 EDT

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 Loburn LLC

Enclosures

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.

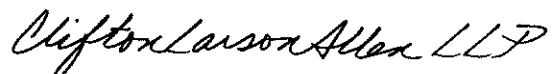
Required Selections and Considerations

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