

City of Flint, Michigan

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



Meeting Agenda - Final

Wednesday, October 5, 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

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

220399 Special Order/Municipal Employees' Retirement System (MERS)/Pension Fund Contribution

A Special Order as requested by Finance Chairperson Burns to discuss the Municipal Employees' Retirement System (MERS) and the pension fund contribution for two rounds of five minutes each per Councilperson.

220422 Special Order/W.T. Stevens

A Special Order as requested by Finance Chairperson Burns to discuss W.T. Stevens.

220423 Special Order/House of Esther

A Special Order as requested by Finance Chairperson Burns to discuss House of Esther.

RESOLUTIONS

220425 Additional Funding/Clark Commons III, LDHA/Choice Neighborhoods Initiative/Blight/Housing/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 \$2,000,000.00 for gap financing to Clark Commons III, LDHA, for the Clark Commons development underway as part of the City's Choice Neighborhoods

Initiative. 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).

220426 Deere Credit Services, Inc./Two (2) Lease-End Buyouts/410L Backhoes

Resolution resolving that the Division of Purchases and Supplies, upon City Council's approval, is hereby authorized to do issue a Purchase Order to Deere Credit Services, Inc., for the lease-end buyout (purchase) of two (2) 410L backhoes, in an amount NOT-TO-EXCEED \$135,045.98, as requested by Fleet [Fleet/Central Garage Rentals Fund Acct. No. 661-229.000-977.000.]

220427 Contract/Wade Trim, Inc./Construction Engineering Services/Saginaw Street Bricks

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to enter into a contract with Wade Trim, Inc. for construction engineering services for reconstruction of the Saginaw Street bricks, as requested by DPW, in an amount NOT-TO-EXCEED \$829,680.00 [Major Street Fund Acct. No. 202-450.202-801.000].

220428 CO#1/Great Lakes Tree Experts/Lakewood Drive Urban Forestry Project

Resolution resolving that the Division of Purchases & Supplies, upon City Council's approval, is hereby authorized to issue a [change order to the] Purchase Order to Great Lakes Tree Experts for the Lakewood Drive Urban Forestry project, as requested by Streets, in an amount NOT-TO-EXCEED \$9,700.00, for a total contract amount NOT-TO-EXCEED \$104,700.00 [Local Streets Tree Maintenance Fund Acct. No. 203-449.215-801.000].

220429 CO#1/Contract/L. D'Agostini & Sons, Inc./Secondary Water Source Pipeline

Resolution resolving that the Division of Purchases and Supplies, upon City Council's approval, is hereby authorized to issue Change Order No. 1 to L. D'Agostini & Sons, Inc., in an amount NOT-TO-EXCEED \$205,000.00, as requested by DPW [FEPA18WIIN-1 Fund Acct. No 496-536.801-802.068].

220430 CO#4/Contract/Extend Contract/Rowe Professional Services Co./Comprehensive Zoning Services

Resolution resolving that city officials, upon City Council's approval, are authorized to do all things necessary to enter into Change Order #4 to Contract 20-044 with Rowe Professional Services Co. until June 30, 2023, and to add \$80,000.00 to continue their provision of comprehensive zoning services, for a total contract amount of \$260,000.00, as requested by Planning & Development [Planning & Development Medical Marijuana Compliance Professional Services Acct. No. 101-703.000-801.000 = \$50,000.00 and Kellogg Economic and Community Development Grant Acct. No. 296-737.861-801.000 = \$30,000.00.]

- 220431** CO#1/Agreement/City of Flint/County of Genesee/Flint Holding Facility Operation
- Resolution resolving that the appropriate city officials are to do all things necessary to issue Change Order No. 1 to Genesee County, in an amount NOT-TO-EXCEED \$200,000.00, for a total revised contract amount NOT-TO-EXCEED \$2,758,516.00 [General Fund Professional Services Acct. No. 101-302.205-801.000.]
- 220432** Budget Amendment/Transfer of Funds/Parks & Recreation
- Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to complete a budget amendment to move \$200,000.00 from OFAEC-2021 [296-737.310-963.000] to the Parks & Recreation Fund [208-931.101-699.000] and appropriate it in the Parks and Recreation operating budget.
- 220433** Budget Amendment/Transfer of Funds/Parks & Recreation/St. Johns Memorial Park Project
- Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to complete a budget amendment to transfer \$250,000.00 from the General Fund [101-966.000-995.000] to the Parks & Recreation Fund [208-931.101-699.000] and appropriate it in the Parks and Recreation fund.

DISCUSSION ITEMS

ADJOURNMENT



CITY OF FLINT

220425

RESOLUTION NO.: _____

PRESENTED: OCT - 5 2022

ADOPTED: _____

**RESOLUTION TO AUTHORIZE ADDITIONAL FUNDING IN THE AMOUNT OF \$2 MILLION FROM THE
CATEGORY OF BLIGHT/HOUSING TO BE MADE AVAILABLE TO CLARK COMMONS III LDHA
AS PART OF THE CHOICE NEIGHBORHOODS INITIATIVE
NECESSARY TO RESPOND TO THE NEGATIVE IMPACTS OF THE PANDEMIC**

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, \$2,000,000 for gap financing to be made available to the Clark Commons project in order to cover cost increases brought about as a result of the COVID-19 Pandemic; and

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 \$2,000,000 for gap financing to Clark Commons III, LDHA for the Clark Commons development underway as part of the City's Choice Neighborhoods Initiative. 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 (Sep 14, 2022 11:07 EDT)

William Kim
City Attorney

FOR CITY OF FLINT:

CLYDE D EDWARDS
CLYDE D EDWARDS (Sep 14, 2022 12:12 EDT)

Clyde Edwards
City Administrator

APPROVED AS TO FINANCE:

Robert J.F. Widigan
Robert J.F. Widigan (Sep 27, 2022 15:34 EDT)

Robert J.F. Widigan
Chief Financial Officer

CITY COUNCIL:

Flint City Council



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 9/12/22

BID/PROPOSAL# n/a

AGENDA ITEM TITLE: RESOLUTION TO AUTHORIZE ADDITIONAL FUNDING IN THE AMOUNT OF \$2 MILLION FROM THE CATEGORY OF BLIGHT/HOUSING TO BE MADE AVAILABLE TO CLARK COMMONS III LDHA AS PART OF THE CHOICE NEIGHBORHOODS INITIATIVE NECESSARY TO RESPOND TO THE NEGATIVE IMPACTS OF THE PANDEMIC

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.

Clark Commons is a multi-unit, mixed income housing development underway in the neighborhood bounded by Mary St. on the north, Fifth Avenue on the south, Saginaw St. on the east, and ML King on the west. HUD created the Choice Neighborhoods Initiative (CNI) to help communities revitalize distressed public housing and improve conditions in the surrounding neighborhood using three core goals: 1.) Housing - transform distressed public and assisted housing into energy efficient, mixed-income housing that is physically and financially viable over the long term; 2.) People – support positive outcomes for families who live in target development and the surrounding neighborhoods, and 3.) Neighborhood – transform distressed neighborhood into livable, mixed-income neighborhoods with access to well-functioning services.

This recommendation for funding is proposed to provide gap financing for the project, which has sustained construction cost increases, labor increases, interest rate increases, and additional remediation costs as a result of the COVID-19 pandemic.

Funding for gap financing for Clark Commons will come from account #287-752.701-801.000 in the amount of \$2,000,000. This funding leverages multiple other funding sources, including funding proposed from MSHDA LIHTC equity, Housing Trust Funds, subordinate loans from COF CNI, HOME, and Brownfield, additional CNI funds, the Flint Housing Commission, and developer equity.

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 ongoing to complete this project, proposed to be completed in the fall of 2024.

Jennifer Ryan
Jennifer Ryan, Sep 14, 2022 10:54 EDT.



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	\$2,000,000
		FY22/23 GRAND TOTAL		\$2,000,000

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.

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

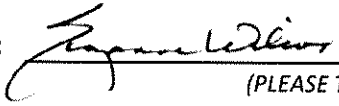
BUDGET YEAR 1

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

Robert J.F. Widigan (Sep 27, 2022 15:34 EDT)

Robert J.F. Widigan
Chief Financial Officer



RESOLUTION NO.: 220426

PRESENTED: OCT - 5 2022

ADOPTED: _____

BY THE CITY ADMINISTRATOR:

RESOLUTION TO DEERE CREDIT FOR EQUIPMENT PURCHASES

WHEREAS, The City of Flint Fleet Division has participated in lease/purchase agreements as part of the fleet maintenance and replacement program for heavy equipment. The Fleet Division has two (2) 410L backhoe leases that have now reached maturity and are currently being utilized, one by the Water Department and the Other by the DPW, Streets Division, and cannot quickly be replaced.


WHEREAS, The City of Flint Fleet Division is recommending the City of Flint exercise its option to purchase both pieces of equipment and issue a Purchase Order to Deere Credit, Inc. in the total amount not to exceed \$135,045.98.

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

Account Number	Account Name/ Grant Code	Amount
661-229.000-977.000	Equipment	\$135,045.98
	FY2023 GRAND TOTAL	\$135,045.98

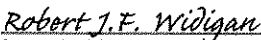
IT IS RESOLVED, that the Division of Purchases and Supplies is hereby authorized to issue a Purchase Order to Deere Credit Inc. for the lease-end buyout (purchase) of two 410L backhoes in an FY23 (07/01/22-06/30/23) amount not to exceed \$135,045.98.

APPROVED AS TO FORM:


William Kim (Sep 27, 2022 16:20 EDT)

William Kim, City Attorney

APPROVED AS TO FINANCE:


Robert J.F. Widigan (Sep 27, 2022 14:43 EDT)

Robert J.F Widigan, Chief Financial Officer

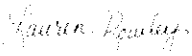
FOR THE CITY OF FLINT:

CLYDE D EDWARDS
CLYDE D EDWARDS (Sep 27, 2022 17:46 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:



Lauren Rowley, Purchasing Manager



CITY OF FLINT

STAFF REVIEW FORM

TODAY'S DATE: 9/19/2022

BID/PROPOSAL#

AGENDA ITEM TITLE: John Deere heavy equipment – lease buyout

PREPARED BY Aaron Cottrell, Fleet Services

(Please type name and Department)

VENDOR NAME: Deere Credit, Inc. / John Deere Financial

BACKGROUND/SUMMARY OF PROPOSED ACTION:

This will cover payments will be for the end-of-lease buyout payments on one backhoe and one front-end loader. Both pieces of equipment are in sufficiently good condition to warrant retention rather than replacement. Currently, new equipment purchases are also showing extended delivery delays.

FINANCIAL IMPLICATIONS: \$135,045.98

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

Dept.	Name of Account	Account Number	Grant Code	Amount
3331	Equipment	661-229.000-977.000		\$135,045.98
		FY23 GRAND TOTAL		\$135,045.98

PRE-ENCUMBERED? YES ☒ NO ☐ **REQUISITION NO:** 230006199

ACCOUNTING APPROVAL: Aaron Cottrell **Date:** September 19, 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 \$135,045.98

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: 2022.09.19 13:29:37 -04'00'
(Aaron R. Cottrell, Fleet Administrator)

DEPARTMENT HEAD MUST SIGN

(Bid 170000060)

SUBMISSION NO.: CA4052017.1

PRESENTED: 5-08-2017

ADOPTED: RTAB 6-14-17

**RESOLUTION TO AIS CONSTRUCTION EQUIPMENT
FOR LEASING OF THREE BACKHOES**

BY THE CITY ADMINISTRATOR

RESOLUTION

The Fleet Department is requesting to lease three (3) backhoe loaders, two (2) to be used by the Street Maintenance Division and one (1) to be used by Water Service Center; and

AIS Construction Equipment, 56555 Pontiac Tr., New Hudson, MI has submitted a cost to lease said equipment through John Deere Financial, 6400 NW 86th St., Johnston, IA for a five year period based on a State of Michigan MiDeal contract # 071B7700090. The funding to lease this equipment will come from the following account number: 661-451.100-940.000 based on the following dollar allocation of each piece of equipment:

Equipment	No. of Units	No. of Payments	Total Payment (Annually)
Backhoe Loader	1	5	\$ 12,886.86
Backhoe Loader	1	5	\$ 13,327.32
Backhoe Loader	1	5	\$ 13,235.53
Total Annual Payment			\$ 39,449.71

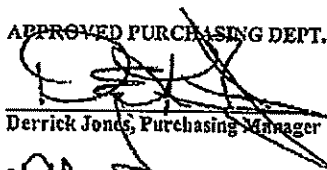
; and

IT IS RESOLVED, that the Proper City Officials, upon City Council's approval, are hereby authorized to order three (3) backhoe loaders through AIS Construction Equipment and enter into a five year lease(s) agreement with John Deere Financial for an amount not to exceed \$39,449.71 annually for five years. (Fleet/Central Garage Fund) \$39,449.71 FY17; \$39,449.71 pending adoption of FY18; \$39,449.71 pending adoption of FY19; \$39,449.71 pending adoption of FY20; \$39,449.71 pending adoption of FY21

APPROVED PURCHASING DEPT.:

APPROVED AS TO FINANCE:

APPROVED AS TO FORM:


Derrick Jones, Purchasing Manager


David Sabuda, Chief Financial Officer


Angela Wheeler
Interim Chief Legal Officer


Sylvester Jones, Jr., City Administrator

CITY COUNCIL:


Kerry Nelson, Council President

RECEIVERSHIP TRANSITION ADVISORY BOARD:

PRESENTED TO CITY COUNCIL:

5-08-2017

ADOPTED BY CITY COUNCIL:

5-08-2017

**ADOPTED BY THE
RECEIVERSHIP TRANSITION
ADVISORY BOARD JUNE 14,
2017**



ORIGINAL INVOICE

Invoice Date 09/07/2022
Page 1 of 2
Invoice Number 0063090
CITY OF FLINT
PO BOX 246
FLINT MI 48501-0246

DID YOU KNOW!

Log on to MyJDFAccount.com for secure and confidential access to your John Deere Financial account.

TOTAL AMOUNT DUE \$68,608.17
Due Date 10/19/22

QUESTIONS?

Visit us online: MyJDFAccount.com
Call us: 1-800-488-8732

LEASE ACCOUNT INFORMATION

Lease Maturity Date 10/19/2022
Lessee's Reference Number 0063090

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Your lease information is now available 24/7 at MyJDFAccount.com. Make payments view your account information and more!

Every dishonored check received will result in a fee of \$20 or in an amount not to exceed the highest amount permitted by state law.

▼ Detach and return the bottom remittance portion with your payment in an enclosed envelope ▼



P.O. Box 6600
Johnston, IA 50131-6600
USA

CITY OF FLINT
Account Number : 030-0063090-007

TOTAL AMOUNT DUE \$68,608.17
Due Date 10/19/22

Amount Enclosed \$

Please include account number and make check payable to:

CITY OF FLINT
PO BOX 246
FLINT MI 48501-0246

JOHN DEERE FINANCIAL
PO BOX 650215
DALLAS, TX 75265-0215



JOHN DEERE
FINANCIAL

ORIGINAL INVOICE

Invoice Date	09/07/2022
Invoice Number	Page 2 of 2
Reference Number	0063090
CITY OF FLINT	22-003953
PO BOX 246	
FLINT MI 48501-0246	

LEASE ACCOUNT INFORMATION

Account Number	030-0063090-007
Lease Maturity Date	10/19/2022
Serial Number(s)	1T0410LXAHF318950

Description	Amount Due
Purchase Price	\$66,512.00
Remaining Payments	\$0.00
Fees	\$0.00
Property Tax	\$2,096.17
Sales Tax	\$0.00
Current Total Amount Due	\$68,608.17
Due Date	10/19/22



ORIGINAL INVOICE

Invoice Date 09/07/2022
Page 1 of 2
Invoice Number 0063090
CITY OF FLINT
PO BOX 246
FLINT MI 48501-0246

DID YOU KNOW!

Log on to MyJDFAccount.com for secure and confidential access to your John Deere Financial account.

TOTAL AMOUNT DUE \$66,437.81
Due Date 10/19/22

QUESTIONS?

Visit us online: MyJDFAccount.com
Call us: 1-800-488-8732

LEASE ACCOUNT INFORMATION

Lease Maturity Date 10/19/2022
Lessee's Reference Number 0063090

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Your lease information is now available 24/7 at MyJDFAccount.com. Make payments view your account information and more!

Every dishonored check received will result in a fee of \$20 or in an amount not to exceed the highest amount permitted by state law.

▼ Detach and return the bottom remittance portion with your payment in an enclosed envelope ▼



P.O. Box 6600
Johnston, IA 50131-6600
USA

CITY OF FLINT
Account Number : 030-0063090-006

TOTAL AMOUNT DUE \$66,437.81
Due Date 10/19/22

Amount \$
Enclosed

Please include account number and make check payable to:

CITY OF FLINT
PO BOX 246
FLINT MI 48501-0246

JOHN DEERE FINANCIAL
PO BOX 650215
DALLAS, TX 75265-0215



JOHN DEERE
FINANCIAL

ORIGINAL INVOICE

Invoice Date

09/07/2022

Invoice Number

Page 2 of 2

Reference Number

0063090

CITY OF FLINT

PO BOX 246

FLINT MI 48501-0246

22-003953

LEASE ACCOUNT INFORMATION

Account Number 030-0063090-006
Lease Maturity Date 10/19/2022
Serial Number(s) 1T0410LXCHF318895

Description

	Amount Due
Purchase Price	\$64,405.86
Remaining Payments	\$0.00
Fees	\$0.00
Property Tax	\$2,031.95
Sales Tax	\$0.00

Current Total Amount Due

\$66,437.81

Due Date

10/19/22



RESOLUTION NO.: 220427

PRESENTED: OCT - 5 2022

ADOPTED: _____

PROPOSAL #23000509

BY THE CITY ADMINISTRATOR:

RESOLUTION TO WADE TRIM, INC. FOR SAGINAW STREET CONSTRUCTION ENGINEERING SERVICES

WHEREAS, The Division of Purchases & Supplies solicited proposals for Saginaw Street Construction Engineering Services for the reconstruction of historical Saginaw Street bricks from Court Street to the Flint River per the request of the Department of Public Works.

WHEREAS, The Department of Public Works is requesting the contract for these services be awarded to the bidder with the highest score, Wade Trim, Inc. for an overall contract amount not to exceed \$829,680.00.

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

Account Number	Account Name/ Grant Code	Amount
202-450.202-801.000	Professional Services	\$829,680.00
	FY2023 GRAND TOTAL	\$829,680.00

IT IS RESOLVED, that the Appropriate City Officials are hereby authorized to enter into a contract with Wade Trim, Inc. for the Construction Engineering (CE) Services for reconstruction of the Saginaw Street bricks for an overall total not-to-exceed \$829,680.00 for FY23 (07/01/22-06/30/23).

APPROVED AS TO FORM:

William Kim
William Kim (Sep 27, 2022 16:20 EDT)

William Kim, City Attorney

APPROVED AS TO FINANCE:

Robert J.F. Widigan
Robert J.F. Widigan (Sep 27, 2022 14:42 EDT)

Robert J.F Widigan, Chief Financial Officer

FOR THE CITY OF FLINT:

Clyde D Edwards
CLYDE D EDWARDS (Sep 27, 2022 17:36 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:

Lauren Rowley

Lauren Rowley, Purchasing Manager



Sheldon Neeley
Mayor

CITY OF FLINT, MICHIGAN
Department of Public Works
Transportation Division

Clyde Edwards
City Administrator

Michael J Brown
Director

Rodney McGaha
Director

September 22, 2022

TO: Lauren Rowley
Purchasing Manager

FROM: Rodney McGaha, Director *RM*
Department of Transportation

SUBJECT: RECOMMENDATION – SAGINAW ST. CONSTRUCTION ENGINEERING SERVICES (CE),
PROPOSAL #23-509

We have carefully reviewed the proposals received for the Saginaw Street Construction Engineering (CE) Services. I am recommending the bidder with the highest score, Wade Trim, Inc., be awarded the proposal in the amount not to exceed \$829,680.00. Requisition 23-6341 has been pre-encumbered and the scoring sheet has been attached to the requisition.

If you have any questions or concerns, feel free to give me a call at ext. 2803.

C: Mark Adas, City Engineer

Signature: Rodney McGaha
Rodney McGaha - Sep 23, 2022 06:16 EDT

Email: rmcgaha@cityofflint.com



Wade Trim, Inc.
555 S. Saginaw Street • Suite 201 • Flint, MI 48502
810.235.2555 • www.wadetrim.com

Saginaw Street Construction Engineering Services

Proposal #23000509

Fee Proposal

September 13, 2022

CONSTRUCTION ENGINEERING SERVICES

Fee Breakdown by Category

Task 001 Project Management & Contract Administration

Fee = \$168,520.00

Task 002 Progress Reporting & Website Maintenance

Fee = \$8,800.00

Task 003 Construction Inspection & Testing

Fee = \$568,360.00

Task 004 Survey and Staking

Fee = \$48,800.00

Task 005 Contract Closeout

Fee = \$35,200.00

TOTAL ESTIMATED BASE FEE = \$829,680.00

The costs above indicate the fixed fee estimates, including all related costs, for the tasks outlined in the submitted work plan. Breakdowns for labor hour by employee, applied overhead, direct costs, subconsultant costs, and applied fixed fee will be provided upon request, as necessary. Estimated Base Fee assumed for project duration of 52 weeks with inspection covering 60 hours per week as stated in RFP.



RESOLUTION NO.: 220428

PRESENTED: OCT - 5 2022

ADOPTED: _____

PROPOSAL #22000707

BY THE CITY ADMINISTRATOR:

RESOLUTION TO GREAT LAKES TREE EXPERTS FOR URBAN FORESTRY, LAKEWOOD DR. CHANGE ORDER

WHEREAS, The Division of Purchases & Supplies solicited bids for Urban Forestry for a three year period, in which multiple vendors were awarded to keep up with the City's urban forestry demands (tree trimming, emergency tree removals, etc.). On Aug 10, 2021, City Council approved resolution #210352 awarding Great Lakes Tree Experts a yearly purchase order not to exceed an annual amount of \$95,000.00 for FY22, FY23 and FY24.

WHEREAS, The City of Flint Department of Public Works, Streets Division, is requesting additional funding for Great Lakes Tree Service for an urban forestry project on Lakewood Dr. where it has become overgrown with vegetation and trees, resulting in limited visibility making the area dangerous.

WHEREAS, Quotes for this Lakewood Dr. project were solicited from current Urban Forestry vendors contracted with the City, and Great Lakes Tree Service provided the lowest quote at \$9,700.00.

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

Account Number	Account Name/ Grant Code	Amount
203-449.215-801.000	Tree Maintenance	\$9,700.00
	FY2023 GRAND TOTAL	\$104,700.00

IT IS RESOLVED, that the Division of Purchases and Supplies is hereby authorized to issue a Purchase Order to Great Lakes Tree Service for the Lakewood Dr. Urban Forestry project in an amount not to exceed \$9,700.00, for an overall FY23 (07/01/22-06/30/23) contract amount not to exceed \$104,700.00.

APPROVED AS TO FORM:


William Kim (Sep 27, 2022 16:21 EDT)

William Kim, City Attorney

APPROVED AS TO FINANCE:


Robert J.F. Widigan (Sep 27, 2022 14:44 EDT)

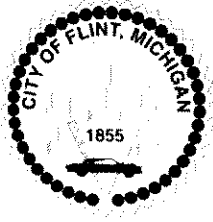
Robert J.F. Widigan, Chief Financial Officer

FOR THE CITY OF FLINT:


CLYDE D EDWARDS (Sep 27, 2022 18:06 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:



RESOLUTION NO.: _____

PRESENTED: _____

ADOPTED: _____

APPROVED AS TO PURCHASING:

Lauren Rowley

Lauren Rowley, Purchasing Manager



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: September 27, 2022

BID/PROPOSAL# 22-707

AGENDA ITEM TITLE: Lakewood Dr. tree trimming

PREPARED BY Kathryn Neumann for Michael J. Brown, Director of Public Works

VENDOR NAME: Great Lakes Tree Experts

BACKGROUND/SUMMARY OF PROPOSED ACTION:

Great Lakes Tree Experts, through the competitive bid process, is one of three vendors that are responsible for tree trimmings and removals in the City of Flint. Quotes were solicited from all three current vendors and Great Lakes Tree Experts was the low bid. Lakewood Dr. is dangerously overgrown with low lying vegetation and trees. Visibility is very limited. This has created a dangerous situation for drivers, as this drive is on a curve and needs to be taken care of as soon as possible.

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
203	Tree Maintenance	449.215-801.000		\$ 9,700.00
FY23 GRAND TOTAL				\$ 9,700.00

PRE-ENCUMBERED? YES ☒ NO ☐ **REQUISITION NO:** 230006337

ACCOUNTING APPROVAL: Kath Neumann **Date:** 9/27/22

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐

OTHER IMPLICATIONS (i.e., collective bargaining): None

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

DEPARTMENT HEAD SIGNATURE:

Michael J. Brown

Michael J. Brown, Director of Public Works



Heather Griffin <hgriffin@cityofflint.com>

Lakewood Dr. - Tree Service Quotes

4 messages

Heather Griffin <hgriffin@cityofflint.com>
 To: Rod McGaha <rmcgaha@cityofflint.com>

Rod,
 I have attached the two quotes that we received for the Lakewood Dr. area discussed. The third quote was informally provided so I did ask for a more formal quote to be provided defining the work being

Here is the informal quote from Great Lakes Tree Service.

From: Great Lakes Tree Service [mailto:glts@gltservice.com]
 Date: Thursday, July 14, 2022 at 4:00 PM

Subject: Re: Lakewood Dr. Tree Removal
 To: Heather Griffin <hgriffin@cityofflint.com>

Hi Heather,

Thank you for your business!

We have received your request for

quote for the removal of the

tree on Lakewood Dr.

Attached you will find J&M's and JB's quotes.

Now we have to decide if we are going to use the current tree budget which will run through the FY 23' budget, and if we run into a bind ask for more money to be allocated to the account from general avenue to take.

It looks like GLTE is the cheapest.

Thank you,
 Heather

Heather Griffin, Waste Services Coordinator

City of Flint - DPW
 1101 S. Saginaw St.
 Flint, MI 48502

Business Phone: (810)766-7135 ext.2605
 Mobile Phone: (810)423-7197
 Facsimile: (810)766-7249

**Confidential Notice**

This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information.

Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

2 attachments

Lakewood Dr Quote - JB's.pdf
 68K

J&M Revised Lakewood Dr Quote (1).docx
 23K

Rod McGaha <rmcgaha@cityofflint.com>
 To: Heather Griffin <hgriffin@cityofflint.com>

Fri, Jul 15, 2022 at 1:06 PM

Thanks Heather,

What are the other options?
 [Quoted text hidden]

JB'S TREE AND YARD SERVICE

JB's Tree & Yard Service

5320 Smith Dr.
Flushing, MI. 48433
810-230-2700
810-659-2500
jbstreeservices@gmail.com

City of Flint Accounts Payable
P.O. Box 246 Flint MI. 48501-0246
PO # 22-004139

07/08/2022 Lakewood Dr Project Estimate

To remove 65 to 70 marked trees in a row from the north & south sides of Lakewood Dr. Between Livingston & Pewanaga. No stumps. Remove all trees under 3" diameter and underbrush to increase visibility and safety. All wood and debris haul off of site.

14,000.00

Total 14,000.00

Thank You!

JB's Tree and Yard Service - "We'll Go Out on the Limb for You"

REVISED
**CONTRACTUAL BID
J & M TREE SERVICE**

**4618 MILTON DR
FLINT, MICHIGAN 48507
PHONE (810) 238-3234 FAX (810) 743-6338**

Forrest@Jmtreeservice85.comcastbiz.net www.jmtreeservice.com

July 15, 2022

Genesee CD Forestry
Email: gencdtrees@macd.org

Re: Tree work @ Lakewood Dr between E. Livingston & Pewanaga Place for ROW (right-of-way) work on both sides of Lakewood Dr.

Remove the larger trees marked with neon green paint.

Remove trees smaller than 3 inches in diameter to improve visibility.

Leave the 1 tree that is marked with white paint.

Leave all stumps.

Remove all low line vegetation from the ROW area (brambles, bushes, shrubs, and the like)

(NOTE: ROW is 60 ft long, which means 30 feet each direction from center of street)

There is a Flint Golf Course fence that is near or on the ROW. Any vegetation of the Club side will not be removed.

Clear any obstructions (guard rails, utility poles, etc) of underlying vegetation.

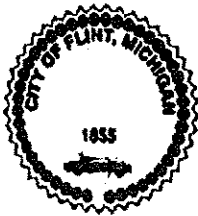
Includes removal of all wood and brush we cut.

Total bid: \$ 90,000.00

Please return a signed copy of the bid and we will schedule the work to be done.

We are licensed and fully insured, submitted upon request. **Thank you for the opportunity to submit a bid.** If you have any questions or concerns, please do not hesitate to contact me at the number listed above.

Thank you,
Forrest "Mike" Spitzer,
Owner- J&M Tree Service



Sheldon Neeley
Mayor

CITY OF FLINT, MICHIGAN
Department of Public Works
Transportation Division

Clyde Edwards
City Administrator

Michael J Brown
Director

John H. Daly, III
Director

July 16, 2021

TO: Lauren Rowley
Purchasing Manager

FROM: John H. Daly, III
Director of Transportation

SUBJECT: RECOMMENDATION - URBAN FORESTRY SERVICES, PROPOSAL 22-707

A committee was formed in Transportation that carefully reviewed the bids for the Urban Forestry Services. Out of the five bids received, Right Tree Service was disqualified because of several reasons. First and foremost, they are located out of state, then they did not return our phone calls requesting additional information and we were unable to confirm non-scheduled (i.e. emergency) service. We are, therefore, recommending a split bid between the following vendors: J & M Tree Service; Great Lakes Tree Experts LLC; Owen Tree Service, Inc. and JB's Tree & Yard Service.

While waiting for the resolutions to be approved by Council, we are requesting an emergency purchase order in the amount of \$20,000 each to J & M Tree Service (req. 22-4749) and Great Lakes Tree Experts (req. 22-4750).

Listed below is a summary for each vendor:

J & M Tree Service - \$95,000 (includes \$20,000 emergency), Requisition 21-4375

Great Lakes Tree Experts - \$95,000 (includes \$20,000 emergency), Requisition 21-4373

JB's Tree & Yard Service - \$85,000, Requisition 21-4376

Owen Tree Service - \$85,000, Requisition 22-4803

Total amount for tree trimming contracts is \$360,000.00. We are also requesting the same amount for FY23 and FY24. All supporting documentation (including scoring sheets and staff reviews) have been attached to the requisitions. Because there is a budget amendment that will be going to Council at the same time as the Urban Forestry resolutions, some of the requisitions have not been pre-encumbered.

If you have any questions or concerns, please do not hesitate to give me a call at ext. 2802.

* CITY HALL, 1101 S. SAGINAW STREET, FLINT, MICHIGAN 48902 (810) 766-7135 Fax (810) 766-7249 *



PROPOSAL #22000707

RESOLUTION NO.: 210352

PRESENTED: AUG - 4 2021

ADOPTED: AUG 10 2021

BY THE CITY ADMINISTRATOR:

RESOLUTION TO GREAT LAKES TREE EXPERTS FOR URBAN FORESTRY SERVICES

WHEREAS, the Street division is responsible for maintaining trees in the Right-of-Ways (ROW), including the removal of dead trees and regular tree trimming. The Purchasing division solicited bids for urban forestry services and received five bids. The Department of Public Works recommends the award for urban forestry services is split between four lowest responsive bidders, including awarding Great Lakes Tree Experts in the amount of \$95,000 for FY2022, FY2023, and FY2024, totaling \$285,000. Of the \$95,000 for FY2022, the Purchasing division has issued a purchase order for \$20,000 for emergency purposes until the resolution could be approved by City Council.

Account Number	Account Name	Amount
202-449.215-801.000	Professional Services	\$30,000.000
203-449.215-801.000	Professional Services	65,000.000
	FY2022 GRAND TOTAL	\$95,000.00

IT IS RESOLVED, that the appropriate City Officials are authorized to do all things necessary to enter into a contract with Great Lakes Tree Experts for urban forestry services for the amount of \$95,000.00 per year for FY2022, FY2023, and FY2024, pending the adoption of the FY2023 and FY2024 budgets, for a total of \$285,000.00.

APPROVED AS TO FORM:


Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:


Shelbi Frayer, Chief Financial Officer

FOR THE CITY OF FLINT:

CLYDE D. EDWARDS
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:


Kate Fields, City Council President

APPROVED AS TO PURCHASING:


Jennifer Ryan, Deputy Finance Director



RESOLUTION NO.: 220429

PRESENTED: OCT - 5 2022

ADOPTED: _____

PROPOSAL #20000562

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO L. D'AGOSTINI & SONS, INC., CHANGE ORDER #1 FOR CONSTRUCTION OF THE
SECONDARY WATER SOURCE PIPELINE**

WHEREAS, On May 11, 2020, Flint City Council approved Resolution #200161 to enter into a contract agreement with L. D'Agostini & Sons, Inc. for construction on the Secondary Water Source Pipeline project in an total contract amount not to exceed \$14,725,899.33.

WHEREAS, Additional scope of services are required for Control Station #2 including replacement of valves and adjustment to flanged valves to fit within the control station. This change order cost is not to exceed \$205,000.00 for a total contract price not to exceed \$14,930,899.33.

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

Account Number	Account Name/ Grant Code	Amount
496-536.801-802.068	FEPA 18WIIN-1	\$205,000.00
	FY2023 TOTAL	\$205,000.00

IT IS RESOLVED, that the Division of Purchases & Supplies is hereby authorized to issue a Change Order to L. D'Agostini & Sons, Inc. in an amount not to exceed \$205,000.00 for FY23 (07/01/22-06/30/23) for an overall contract total not to exceed \$14,930,899.33.

APPROVED AS TO FORM:

William Kim
William Kim (Sep 26, 2022 19:07 EDT)

William Kim, City Attorney

APPROVED AS TO FINANCE:

Robert J.F. Widigan
Robert J.F. Widigan (Sep 26, 2022 19:06 EDT)

Robert J.F Widigan, Chief Financial Officer

FOR THE CITY OF FLINT:

CLYDE D EDWARDS
CLYDE D EDWARDS (Sep 27, 2022 12:46 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:

Lauren Rowley

Lauren Rowley, Purchasing Manager



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: September 16, 2022

BID/PROPOSAL#

AGENDA ITEM TITLE: Resolution Authorizing Appropriate City Officials to Enter Into a Change Order#1 Contract with L. D'Agostini & Sons, Inc

PREPARED BY: Yolanda Gray, Department of Public Works Accounting Supervisor

VENDOR NAME: L. D'Agositni & Sons, Inc

BACKGROUND/SUMMARY OF PROPOSED ACTION:

On May 11, 2020 Flint City Council approved Resolution #200161 to enter into a contract agreement with L. D'Agostini & Sons, Inc., for construction on the Secondary Water Source Pipeline project in an amount not to exceed \$14,725,899.33 for a total contract price not to exceed. Additional scope of services are required for Control Station #2: replacement of valves and adjustment to flanged valves to fit within the control station. The total cost is not to exceed \$205,000.00 with a total contract price not to exceed \$14,930,899.33. Funding is available in account 496-536.801-802.068 FEPA 18WIIN-1.

FINANCIAL IMPLICATIONS:

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

Dept.	Name of Account	Account Number	Grant Code	Amount
496	Secondary Water Source	496-536.801-802.068	FEPA18WIIN-1	\$205,000.00
FY23 GRAND TOTAL				\$205,000.00

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

ACCOUNTING APPROVAL: Yolanda Gray **Date:** 9-26-22

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

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

DEPARTMENT HEAD SIGNATURE: _____
(PLEASE TYPE NAME, TITLE)

Section 00 6363 Change Order)

Date of Issuance: September 14, 2022

Effective Date: September 14, 2022

Project: Secondary Water Supply

Change Order No.: 1

Contract: COF1068F (20-015)

Prepared by: Wade Trim, Inc

Contractor: L. D'Agostini & Sons, Inc.

The Contract Documents are modified as follows upon execution of this Change Order:

This Change Order is to account for additional Work added to the Contract for work to be completed at Control Station #2.

Attachments: (List documents supporting change):

- A. Control Station #2 Pricing, Control Station #2 Exploratory Digging – This work include additional scope of work that was needed once work started at CS #2 and replace the 4 valves around Control Station #2. The existing valves do not operate as originally noted and need replacement to be able to control flows from GLWA Water Supply.
- B. Make adjustments to flanged valves to fit withing control station #02. These were provided by the COF but needed field fitting to tie onto pipe.

CHANGE IN CONTRACT PRICE		CHANGE IN CONTRACT TIME	
Original Contract Price: \$14,725,899.33		Original Contract Times: <input type="checkbox"/> Working Days <input checked="" type="checkbox"/> Calendar Days Substantial Completion (date): 2/6/2021 Ready for final payment (date): 4/17/2021	
Decrease from previously approved Change Order No. 01,02,03: (\$16,939.41)		Increase from previously approved Change Orders No. 03: Substantial completion (days): 78 Ready for final payment (days): 99	
Contract Price prior to this Change Order: \$14,708,953.49		Contract Times prior to this Change Order: Substantial completion (date): 5/5/2021 Ready for final payment (date): 7/22/2021	
Increase of this Change Order: \$205,000		Increase of this Change Order: Substantial completion (days): 232 Ready for final payment (days): 313	
Contract Price incorporating this Change Order: \$14,913,953.49		Contract Times with all approved Change Orders: Substantial completion (date): 12/23/2021 Ready for final payment (date): 5/31/2022	
PREPARED BY: By: _____ <small>Engineer (Authorized Signature)</small> Date: _____		ACCEPTED: By: <u>Scott D'Agostini</u> <small>Owner (Authorized Signature)</small> Date: <u>9/26/2022</u>	
		ACCEPTED: By: _____ <small>Contractor (Authorized Signature)</small> Date: _____	



Date: 9/13/2022

City of Flint

**Mike Brown- DPW Director
1101 S. Saginaw St.
Flint, MI. 48502**

**Jason Martin- Construction Manager
555 S. Saginaw Street
Flint, MI. 48502**

Re: Change Request Summary

Mike,/ Jason, below are summaries for the total change requests. I tried to organize these in groups to be a little clearer. This is an informal summarization, hopefully this will assist in the understanding and explanation of them. Please review and let me know if you need more clarification. I can also come by tomorrow morning to discuss if needed

1st set of Change requests are due to differing site conditions-

- 4, 5, &6 constituted site conditions that required additional or change in work, unforeseen conditions.
- No. 8 was created to gain a credit. CS-2 was in the works and the credit gained from this work was more than the cost. Credit was allocated in CR #2 and put back in CR #3 for the added work for CS-2.

Summary of Change Requests

Site Condition Change Requests			
4	Change Proposal for Electrical Line Relocation	\$	21,900.00
5	Change Proposal for DSC at 3 drain crossings	\$	34,353.88
6	Change Proposal for pipe bend changes	\$	31,249.38
8	Re-routing water main Old Coldwater Rd.	\$	76,026.70
Total Change request			\$ 163,529.96

2nd set of change requests constitute work added to contract. These are separated for location and clarification.

- 2A- CS-2 Exterior Work, Bulk of Change Requests and reason going over original contract.



- Work consisted of replacing 4 existing exterior Valves going into CS-2
 - installing approximately 200 LF of 36" DIP.
 - Installing 60" Line Stop between new Vault and CS-2
 - Installing 4 New Valves
 - 2 MJ Wedge Valves provided by LDS
 - 2 Flange Butterfly Valves provided by the City
 - 4 welded connections
 - 2- 36"
 - 1- 72"
 - 1- 60"
 - Finishing Duct bank from New Chemical Feed building into CS-2
 - Installing copper line from New Vault to CS-2
 - Completing Mechanical connections from new Chemical building to CS-2
 - Copper connections
 - 6" DIP connections

Summary of CS-2 Change Requests

CS-2 Exterior Work

1	Change Proposal for Exploratory at CS2	\$	19,068.36
9	CS-2 Exterior Work	\$	741,773.83
10	Flange BF Valves Rehab- City Provided	\$	58,502.59
14	Interior Copper line hook ups	\$	6,414.62
13	1" Copper line- Vault to control station 2- Interior Added	\$	6,140.68
20	Hook up 6" Line in CS-2	\$	3,245.51
19	Duct Bank-CS-2	\$	12,470.47
Total CS-2 Change Requests		\$	847,616.06

- 2B- Frances Road Vault and Connection-
 - 2,16, & 17- Genesee County requirements
 - 18- GLWA requirement

Summary of Frances Rd. Vault

Frances Road Vault Work

2	Change Proposal for Francis Road Tap Connection	\$	46,492.28
16	24" PSV Solenoids	\$	1,985.46
17	DB Fiber Connection	\$	4,604.25
18	GLWA Panel	\$	8,456.28
Total Frances Road		\$	61,538.27



- 2C- Work added at the City of Flint WTP
 - Spur Gear was added to the 36" Wedge Tap Valve so Flint Valve truck could reach from Surface
 - Actuator was added to the Butterfly Valve in the new Vault with the feeders
 - Controlled from new Chemical feed Building
 - Terminations at CS-2
 - Change existing CS-2 Panel from analog to digital
 - Sump Line added to discharge water from New Flint Vault

Summary of Flint WTP Yard Change Requests

Flint WTP Yard Work

7	Change Proposal for 36" spur gearing	\$	17,531.20
11	Electrical Work- Power Feeders	\$	6,811.20
12	Sump Line- Flint Vault	\$	17,367.34
15	Flint Vault Acuator w/return	\$	7,557.94
21	CS-2 Electrical Terminations and assists	\$	1,972.46
Total Flint WTP Yard		\$	51,240.14

FAILED
4-13-2020
RECONSIDERED
5-11-2020

200161

CITY OF FLINT



PROPOSAL #20000562

RESOLUTION NO: _____
PRESENTED: 4-13-20
PRESENTED: 5-11-2020

BY THE CITY ADMINISTRATOR:

RESOLUTION TO APPROVE L. D'AGOSTINI & SONS, INC. FOR CONSTRUCTION OF SECONDARY WATER SOURCE PIPELINE

The Department of Purchases & Supplies solicited proposals for the construction of a
Secondary Water Source Pipeline as requested by the Department of Public Works/Water Plant, and;

L. D'Agostini & Sons, Inc. was the lowest responsive bidder from out of four proposals
submitted.

Funding for said services are budgeted and will come from the following account:

Dept.	Name of Account	Account #	Grant #	Amount
496	Secondary Water Source	551.000-801.068	FEPA18WIN-1	\$14,725,899.33

IT IS RESOLVED, appropriate City Officials are to do all things necessary, upon City
Council Members approval, to enter into a contract with L. D'Agostini for the construction of a
Secondary Water Source Pipeline in an amount not-to-exceed \$14,725,899.33. (Water Capital Projects
Fund).

APPROVED AS TO PURCHASING:

Joyce A. McClane
Purchasing Manager

APPROVED AS TO FINANCE:

Amenda Trujillo
Acting Chief Financial Officer

APPROVED AS TO FORM:

Angela Wheeler w/p
Angela Wheeler, Chief Legal Officer

Clyde Edwards
Clyde Edwards, City Administrator

CITY COUNCIL
Monica Galloway, Council President

**CITY OF FLINT****220430**

RESOLUTION NO.: _____

PRESENTED: OCT - 5 2022

ADOPTED: _____

Resolution Authorizing Change Order #4 to Contract 20-044 with Rowe, Inc. for Comprehensive Zoning Services to Extend the Contract until June 30, 2023 and add \$80,000

BY THE CITY ADMINISTRATOR:

The City of Flint, through its Department of Planning and Development, Planning & Zoning Division, released an RFP in March 2020 inviting proposals from qualified firms to provide planning/zoning services to the City, including oversight and administration of the medical and recreational marijuana business licensing process. Applicants were required to demonstrate knowledge and experience with respect to all aspects of planning/zoning services required by a municipal entity.

The City selected ROWE Inc as the most responsive applicant and entered into an initial contract with ROWE in the amount of \$60,000 for comprehensive zoning services. That contract was extended through December 31, 2021 for an additional \$60,000 (CO#1), extended again through June 30, 2022 for an additional \$60,000 (CO#2), and then extended again through October 31, 2022 for no additional funds (CO#3). This contract is now fully expended, and expires October 31, 2022.

Due to the volume of work in Planning/Zoning, service continue to be needed, and the City desires to extend this contract until the end of the fiscal year and add \$80,000 to continue the services. Funds have been identified in the following accounts:


Dept.	Name of Account	Account Number	Grant Code	Amount
P & D Medical Marijuana Compliance	Professional Services	101-703.000-801.000	N/A	\$50,000.00
Kellogg Econ. & Comm. Dev. Grant	Professional Services	296-737.861-801.000	LKE::18-E&CD	\$30,000.00
		FY22/23 GRAND TOTAL		\$80,000.00

IT IS RESOLVED, that City Officials are authorized to do all things necessary to enter into Change Order #4 to Contract 20-044 with Rowe Inc until June 30, 2023 and add \$80,000 to continue their provision of comprehensive zoning services with funds in the amount of \$50,000 to be made available from account #101-703.000-801.000; and funds in the amount of \$30,000 to be made available from account #296-737.861-801.000, for a total new contract amount of \$260,000.00.



CITY OF FLINT

APPROVED AS TO FORM:


William Kim (Sep 28, 2022 12:28 EDT)

William Kim, Chief Legal Officer

APPROVED AS TO FINANCE

Robert J.F. Widigan
Robert J.F. Widigan (Sep 27, 2022 14:54 EDT)

Robert J.W. Widigan, Chief Financial Officer

ADMINISTRATION:

CLYDE D EDWARDS
CLYDE D EDWARDS (Sep 28, 2022 13:51 EDT)

Clyde Edwards, City Administrator

CITY COUNCIL:

Flint City Council



CITY OF FLINT

REQUISITION STAFF REVIEW FORM

TODAY'S DATE: 9-26-22

BID/PROPOSAL# 20000569

AGENDA ITEM TITLE: Requisition to enter into a Change Order #4 to Contract 20-044 with ROWE, Inc for comprehensive zoning services in the amount of \$80,000 for approximately 8 months.

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

VENDOR NAME: Rowe, Inc.

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The City of Flint, through its Department of Planning and Development, Planning & Zoning Division, released an RFP in March 2020 inviting proposals from qualified firms to provide planning/zoning services to the City, including oversight and administration of the medical and recreational marijuana business licensing process. Applicants were required to demonstrate knowledge and experience with respect to all aspects of planning/zoning services required by a municipal entity.

The City received 2 responses, one from ROWE, Inc, and one from Fusco, Shaffer, and Pappas. Staff reviewed and evaluated both proposals. Rowe's proposal was the lowest bid and also scored highest per the evaluation criteria and the City entered into a contract with ROWE in the amount of \$60,000 for comprehensive zoning services and has executed three additional change orders for ongoing work needed and contract extensions. The last change order (Change Order #3) was a no-cost extension through October 31, 2022. The contract is now fully expended and due to expire. Due to the volume of work in planning/zoning, services continue to be needed. This resolution extends the contract until June 30, 2023 and adds an additional \$80,000.

FINANCIAL IMPLICATIONS: Funding is available in the City's FY23 budget for these services.

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

Dept.	Name of Account	Account Number	Grant Code	Amount
P & D Medical Marijuana Compliance	Professional Services	101-703.000-801.000	N/A	\$50,000.00
Kellogg Econ. & Comm. Dev. Grant	Professional Services	296-737.861-801.000	LKE::18-E&CD	\$30,000.00
FY22/23 GRAND TOTAL				\$80,000.00

PRE-ENCUMBERED? YES ☒ NO ☐ **REQUISITION NO:** 2300063467



CITY OF FLINT

ACCOUNTING APPROVAL: Mary Jarvis Date: 09/26/22

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) n/a

BUDGET YEAR 1

BUDGET YEAR 2

BUDGET YEAR 3

OTHER IMPLICATIONS (i.e., collective bargaining): This is a contract through the end of FY23. Services are needed due to the volume of work in Planning/Zoning.

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

DEPARTMENT HEAD SIGNATURE: Suzanne Wilcox Director of Planning and Development
(PLEASE TYPE NAME, TITLE)

RESOLUTION NO.: 220431PRESENTED: OCT - 5 2022

ADOPTED: _____

BY THE CITY ADMINISTRATOR:

**RESOLUTION AUTHORIZING CHANGE ORDER TO AGREEMENT WITH GENESEE COUNTY
FOR OPERATION OF THE FLINT HOLDING FACILITY FOR THE PERIOD OCTOBER 1, 2021,
THROUGH SEPTEMBER 30, 2022**

On February 14, 2022, Flint City Council approved resolution #220057 authorizing an agreement with the Genesee County Sheriff's Department to manage the Flint Holding Facility for the period October 1, 2021, through September 30, 2022, for \$2,558,516.00.


As a result of increased salary, fringe benefits, or other costs incurred due to a newly negotiated collective bargaining contract with its employees, the Office of the Genesee County Sheriff's Department is requesting an amendment to the agreement for an additional \$200,000.00 to cover additional costs incurred through September 30, 2022.

Account Number	Account Name	Amount
101-305.205-801.000	Professional Services	\$200,000.00
	GRAND TOTAL	\$200,000.000

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.

IT IS RESOLVED that the appropriate City Officials are to do all things necessary to issue a Change Order to Genesee County in the amount not-to-exceed \$200,000.00 for a total revised contract amount not to exceed \$2,758,516.00.

APPROVED AS TO FORM:


William Kim (Aug 31, 2022 09:13 EDT)

William Kim, City Attorney

APPROVED AS TO FINANCE:


Jennifer Ryan (Aug 31, 2022 09:08 EDT)

Robert J.F. Widigan, Chief Financial Officer

FOR THE CITY OF FLINT:


Mayor Sheldon A. NeeleyAPPROVED BY CITY COUNCIL:



CITY OF FLINT

STAFF REVIEW FORM

TODAY'S DATE: 08/30/22

AGENDA ITEM TITLE: RESOLUTION AUTHORIZING CHANGE ORDER TO AGREEMENT WITH THE GENESEE COUNTY FOR OPERATION OF THE FLINT HOLDING FACILITY FOR THE PERIOD OCTOBER 1, 2021, THROUGH SEPTEMBER 30, 2022

PREPARED BY: V. Foster

VENDOR NAME: Genesee County

BACKGROUND/SUMMARY OF PROPOSED ACTION:

As approved by Flint City Council, the Genesee County Sheriff's Department currently manages the City's 110-person holding facility. The total contract amount is \$2,558,516, and the agreement runs from 10/1/21-9/30/22 (see attached resolution and agreement).

Collective bargaining contract changes with the County's employees managing the Holding Facility have resulted in increased salary, fringe benefits, or other related costs. The Office of the Genesee County Sheriff's Department is requesting a change order for an additional \$200,000.00 to cover those costs. This will bring the total amount of the current contract to \$2,758,516.

It is the recommendation of the Chief Financial Officer to enter a change order in the amount of \$200,000 to cover the increased costs. The agreement between the City and County is contingent upon 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: None

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		\$200,000.00
GRAND TOTAL				\$200,000.00

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

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

DEPARTMENT HEAD SIGNATURE:

Jennifer Ryan
Jennifer Ryan (Aug 31, 2022 09:08 EDT)

Jennifer Ryan, Deputy Finance Director

**AMENDMENT TO CITY OF FLINT AND GENESEE COUNTY
AGREEMENT FOR OPERATION OF FLINT HOLDING FACILITY
BY GENESEE COUNTY SHERIFF
FY2021-22**

This Amendment is between The City of Flint (the "City") and Genesee County (the "County") (the City and the County together, the "Parties").

WHEREAS, pursuant to Board Resolution 2022-216, the Parties executed an Agreement for Operation of Flint Holding Facility by Genesee County Sheriff FY2021-22, (the "Agreement"), pursuant to which the Office of Genesee County Sheriff would operate the City of Flint pre-arraignment holding facility in the Genesee County Jail; and

WHEREAS, during FY2021-22 most, if not all, employees of the Office of Genesee County Sheriff received an increase in salary, fringe benefits, or other costs as a result of a newly negotiated collective bargaining agreement between the County and the unions, which has resulted in increased costs under the Agreement; and

WHEREAS, the Parties now wish to amend the Agreement, pursuant to paragraphs 16 and 4(4) of said Agreement, to increase the total compensation under the Agreement.

NOW THEREFORE, the Parties agree as follows:

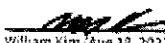
1. Paragraph 4 (Compensation) of the Agreement is amended to increase the total compensation by \$200,000.00 from \$2,558,516.00 to \$2,758,516.00.
2. The remaining terms of the Agreement remain unchanged and in full effect.

CITY OF FLINT

By: 
Sheldon Neeley, Mayor
City of Flint

Date: 08/29/2022

Approved as to form:


William Kim Aug 18 2022 15:55 EDT
William Kim, Chief Legal Officer
City of Flint

Brian MacMillan, Senior APA-Civil Division
County of Genesee

COUNTY OF GENESEE

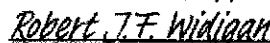
By: _____
Domonique Clemons, Chairperson
County Board of Commissioners

Date: _____

By: _____
Christopher Swanson, Sheriff
County of Genesee

Date: _____

CITY OF FLINT, Approved as to Finance


Robert J.F. Widigan Aug 18, 2022 09:02 EDT

Robert J.F. Widigan, Chief Financial Officer

**CITY OF FLINT AND GENESEE COUNTY
AGREEMENT FOR OPERATION OF FLINT HOLDING FACILITY
BY GENESEE COUNTY SHERIFF
FY2021-22**

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

The Sheriff shall operate the Holding Facility in the Genesee County Jail space in accordance with the following terms and conditions:

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

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

4. **Compensation:** This agreement is contingent on certain conditions described below. In the event the City receives funding, the City shall pay for such services, as set forth herein, a contract price not to exceed \$2,558,516.00 for services as described in the original 3 and 6 page "Genesee County Sheriff's Office Flint City Lockup Proposals" and the attachment to this contract titled, "Proposed Budget 21-22", which governs pricing for this contract term, with the amounts stated in this document superseding any inconsistent amounts stated in the proposals, with the exception of the maintenance fees, not to exceed \$40,000.00, to be paid by the state funding received by the City upon verification of maintenance work completed. The contract price includes all anticipated costs of operating the facility including transport, meals, insurance, service fees, and personnel costs. In no event will County be entitled to a greater amount of payment than is set forth in this contract, nor will the County perform services or acquire equipment for which it will not be reimbursed. Other costs may include vacation payouts upon retirement for time accrued while assigned to the Holding Facility. County expressly recognizes that oral agreements by City officials to pay a greater amount are not binding.

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

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

Invoices shall be submitted to:

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

- (2) Invoices shall be paid by the City within forty-five (45) days of submission of a proper invoice.
- (3) It is solely within the discretion of the City as to whether County has provided a proper invoice. The City may require additional information or waive requirements as it sees fit but will not unreasonably withhold funds.
- (4) If, during the period covered by this Agreement, an increase in salary, fringe benefits, or other costs is implemented as a result of negotiation between the County and the collective bargaining organization (labor union) of the employees or as a result of rate increases, this Agreement shall be amended to include the increased cost of providing the

services covered by this Agreement, and the City agrees to reimburse the County to the extent of the increased costs and available funding.

5. **Contingencies:** This agreement is contingent on the City receiving funding to pay the full costs of this contract for the services described in paragraph 4, above, from the State of Michigan for the Holding Facility, and the Sheriff receiving a continued waiver from the Michigan Department of Corrections regarding the standards applicable to the Holding Facility. Failure to obtain either contingency shall render this contract void.
6. **Contract Documents:** The invitation for bids, instructions to bidders, proposal, affidavit, addenda (if any), statement of bidder's qualifications (when required), general conditions, special conditions, performance bond, labor and material payment bond, insurance certificates, technical specifications, and drawings, together with this agreement, form the contract, and they are as fully a part of the contract as if attached hereto or repeated herein.
7. **Disclaimer of Contractual Relationship with Subcontractors:** Nothing contained in the Contract Documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.
8. **Term:** The term of this contract is October 1, 2021, through September 30, 2022.
9. **Certification, Licensing, Debarment, Suspension and Other Responsibilities:** County warrants and certifies that County and/or any of its principals are properly certified and licensed to perform the duties required by this contract in accord with laws, rules, and regulations, and is not presently debarred, suspended, proposed for debarment or declared ineligible for the award of any Federal contracts by any Federal agency. County may not continue to or be compensated for any work performed during any time period where the debarment, suspension or ineligibility described above exists or may arise in the course of County contractual relationship with the City. Failure to comply with this section constitutes a material breach of this Contract. Should it be determined that County performed work under this contract while in non-compliance with this provision, County agrees to reimburse the City for any costs that the City must repay to any and all entities.
10. **Force Majeure:** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, and acts of God. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the services may continue.
11. **Good Standing:** County must remain current and not be in default of any obligations due the City of Flint, including the payment of taxes, fines, penalties, licenses, or other monies due the City of Flint. Violations of this clause shall constitute a substantial and material breach of this contract. Such breach shall constitute good cause for the termination of this contract should the City of Flint decide to terminate on such basis.
12. **Liability:** Each party to this Agreement will remain responsible for any claims arising out of that party's performance of this Agreement, as provided for in this Agreement or by law. This Agreement is not intended to either increase or decrease either party's liability to, or immunity from, tort claims.

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

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

14. **Insurance/Worker's Compensation:** County shall provide evidence of having acquired the insurance for this Contract. All coverage shall be obtained from insurance companies licensed and authorized to do business in the State of Michigan unless otherwise approved by the City's designated representative. Policies shall be reviewed by the City's designated representative for completeness and limits of coverage. All coverage shall be with insurance carriers acceptable to the City of Flint. County shall maintain the following insurance coverage for the duration of the contract:

(a) Commercial General Liability coverage of not less than \$11,000,000 combined single limit. This coverage shall include: Bodily Injury, Personal Injury, Property Damage, Contractual Liability, Products and Completed Operations, Independent Contractors; Broad Form Commercial General Liability Endorsement, (XCU) Exclusions deleted and a per contract aggregate coverage.

(b) Workers Compensation Insurance in accordance with Michigan statutory requirements. The Parties agree that this coverage is included in the personnel costs in the Proposal.

(c) SIR Charges. It is understood that no County resources will be expended which are not reimbursed. County shall establish and maintain, and City shall pay into utilizing the approved State funding, an account, designated on the Proposed Budget 2021-22 as "Damage Claims General/SIR," to be utilized solely as the Self Insured Retention source of funding for settlements or payments on claims, including legal fees, arising from the Holding Facility. The City's contribution to the payment on claims, including legal fees, arising from the Holding Facility is limited to the source funding provided by the State. The contribution into this account agreed upon by the Parties for this term is \$50,000 to be invoiced and paid in the first billing cycle. County agrees to provide a quarterly accounting of this fund.

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

15. **Laws and Ordinances:** County shall obey and abide by all of the laws, rules and regulations of the Federal Government, the Constitution of the United States, State of Michigan, Genesee County and the City of Flint, applicable to the performance of this agreement, including, but not limited to, labor laws, and laws regulating or applying to public improvements.

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

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

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

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

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

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

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

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

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

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

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

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

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


25. **Severability:** In the event that any provision contained herein shall be determined by a court or administrative tribunal to be contrary to a provision of state or federal law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court or administrative tribunal so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision. The invalidation of one or more terms of this contract shall not affect the validity of the remaining terms.
26. **Standards of Performance:** County agrees to exercise independent judgment and to perform its duties under this contract in accordance with sound professional practices. The City is relying upon the professional reputation, experience, certification, and ability of County. County agrees that all of the obligations required by it under this Contract shall be performed by the County and its employees and working under County direction and control.
27. **Subcontracting:** No subcontract work, if permitted by the City, shall be started prior to the written approval of the subcontractor by the City. The City reserves the right to accept or reject any subcontractor.
28. **Termination:** Either party may terminate this contract upon giving written notice 2 months in advance. The contract will be automatically terminated should the State of Michigan not provide funds to operate the Holding Facility. The City will immediately notify the County if it learns that the State will not renew funding for the Holding Facility for the purpose of implementing an organized transition or shut down of the Facility.

- 29. Time of Performance:** County's services shall commence immediately upon receipt of the notice to proceed and shall be carried out forthwith and without reasonable delay.
- 30. Waiver:** Failure of the any of the Parties to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any term, covenant, or condition. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.
- 31. Whole Agreement:** This written agreement and the documents cited herein embody the entire agreement between the parties. Any additions, deletions or modifications hereto must be in writing and signed by both parties.

SIGNATURE PAGE FOLLOWS

HOLDING FACILITY CONTRACT 2021-22
SIGNATURE PAGE

COUNTY OF GENESEE:


Mark Young, Chairperson
Genesee County Board of Commissioners

3/4/2022
Date


Christopher Swanson, Sheriff


3/4/22
Date

CITY OF FLINT, a Michigan Municipal Corp.:


Sheldon Neesley, Mayor

3/2/22
Date

APPROVED AS TO FORM:


Brooke E. Tucker
Senior Assistant Prosecuting Atty.-Civil Division

3/4/2022
Date


William Kim
Acting City Attorney

3-2-22
Date



Vickie Foster <vfoster@cityofflint.com>

RE: City of Flint Holding Facility

1 message

Root, Kim (MDOC) <RootK@michigan.gov>
To: Vickie Foster <vfoster@cityofflint.com>
Cc: Robert Widigan <rwidigan@cityofflint.com>

Thu, Aug 18, 2022 at 8:16 AM

The additional funds will be coming through the normal billing process. The county has realized that they will exceed the original MOU amount. That is why they requested the additional \$200,000.

Kim

From: Vickie Foster <vfoster@cityofflint.com>
Sent: Thursday, August 18, 2022 8:04 AM
To: Root, Kim (MDOC) <RootK@michigan.gov>
Cc: Robert Widigan <rwidigan@cityofflint.com>
Subject: Re: City of Flint Holding Facility

CAUTION: This is an External email. Please send suspicious emails to abuse@michigan.gov

Good morning,

Thank you! We will get a copy of the agreement once it is signed and an invoice over to you right away.

Vickie

On Thu, Aug 18, 2022 at 7:59 AM Root, Kim (MDOC) <RootK@michigan.gov> wrote:

Morning!

Yes, MDOC Administration has agreed to fund the additional \$200,000 for personnel costs. They requested that it was memorialized in writing with both parties agreeing to the terms.

Let me know if you need anything else.

Thank you!

Kim

MDOC

8/18/22, 8:36 AM

City of Flint Mail - RE: City of Flint Holding Facility

517-420-7641

From: Vickie Foster <vfoster@cityofflint.com>
Sent: Wednesday, August 17, 2022 5:03 PM
To: Root, Kim (MDOC) <RootK@michigan.gov>
Cc: Robert Widigan <rwidigan@cityofflint.com>
Subject: City of Flint Holding Facility

CAUTION: This is an External email. Please send suspicious emails to abuse@michigan.gov

Hi Kim,

Can you confirm if the State of Michigan is approved to reimburse the City an additional \$200,000 for increased personnel costs? A new bargaining agreement between the County and Sheriff's Department was enacted. I've attached a copy of the original contract and the proposed amendment.

Please let me know if you have any questions.

Thank you,

Vickie

--

Vickie Foster

City of Flint - Finance Dept.

1101 S. Saginaw Street

Flint, MI 48502

www.cityofflint.com

Direct: (810)766-7268

--

Vickie Foster

8/18/22, 8:36 AM

City of Flint Mail - RE: City of Flint Holding Facility

City of Flint - Finance Dept.

1101 S. Saginaw Street

Flint, MI 48502

www.cityofflint.com

Direct: (810)766-7268



220057

RESOLUTION NO.: _____

PRESENTED: FEB - 9 2021

ADOPTED: 2/14/2022

**RESOLUTION AUTHORIZING AN AGREEMENT WITH GENESEE COUNTY FOR
OPERATION OF THE FLINT HOLDING FACILITY FOR THE PERIOD OCTOBER 01, 2021
THROUGH SEPTEMBER 30, 2022**

BY THE CITY ADMINISTRATOR:

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

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

The Genesee County Sheriff currently operates the holding facility. The City and the Sheriff have agreed to the terms of a contract for the Sheriff to continue operating the facility for the period October 01, 2021 through September 30, 2022. Pursuant to that agreement, the Sheriff will operate the Flint Holding Facility for a contract price not-to-exceed \$2,558,516.00; and

Account Number	Account Name	Amount
101-302.205-801.000	Professional Services	\$2,558,516.00
Grand Total for September 01, 2021 – October 31, 2022		\$2,558,516.00.

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, 2021 through September 30, 2022.

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, 2021 through September 30, 2022.

APPROVED AS TO FORM:


Angela Wheeler
Chief Legal Officer

APPROVED AS TO FINANCE:


Robert J.F. Widigan
Chief Financial Officer

FOR CITY OF FLINT:


Claude Edwards, City Administrator

CITY COUNCIL: 
Eric B. Mays, Council President



RESOLUTION NO. 220432
PRESENTED: OCT - 5 2022
ADOPTED: _____

**RESOLUTION AUTHORIZING BUDGET AMENDMENT TO MOVE FUNDS TO PARKS
AND RECREATION OPERATING BUDGET**

BY THE CITY ADMINISTRATOR:

WHEREAS, the City received a share of the final assets as a result of the dissolution of the Flint Area Enterprise Community, Inc.; and

WHEREAS, the City has a gap in funding needed to complete planned Parks and Recreation Improvements; and

WHEREAS, the requested funding is restricted in its usage, and needs to address goals and objectives as outlined in the original program guidelines; and

WHEREAS, it has been decided that the identified end use of the funded projects meet the intent and help to address the goals and objectives as outlined in the original program guidelines; and

WHEREAS, funding has been identified in the following accounts, and accounts are as follows:

Dept.	Name of Account	Account Number	Grant Code	Amount
CED	Unallocated Budget Appropriations	296-737.310-963.000	OFAEC-2021	\$200,000.00
Parks	Intra fund Transfers In	208-931.101-699.000		\$200,000.00
Parks	Professional Services	208-752.102-801.000		\$200,000.00

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary to complete a Budget Amendment to move \$200,000.00 from OFAEC-2021 to the Parks and Recreation Fund and appropriate it in the Parks and Recreation operating budget.

APPROVED AS TO FINANCE:

Robert J.F. Widigan

Robert J.F. Widigan (Sep 28, 2022 08:22 EDT)

Robert Widigan, Chief Financial Officer

APPROVED AS TO FORM:

William Kim

William Kim (Sep 27, 2022 17:59 EDT)

William Kim, City Attorney

ADMINISTRATION:

CLYDE D EDWARDS

CLYDE D EDWARDS (Sep 28, 2022 14:38 EDT)

Clyde Edwards, City Administrator

CITY COUNCIL:

CITY OF FLINT



CITY OF FLINT

ACCOUNTING APPROVAL:

Mary Garrison

Date: **09/13/2022**

FINANCE APPROVAL: *Jennifer Ryan*

Jennifer.Ryan (Sep 27, 2022 4:17:54 EDT)

09/27/2022

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO

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

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

DEPARTMENT HEAD SIGNATURE: _____

Suzanne Wilcox

Director of Planning and Development

(Suzanne Wilcox, Director of Planning and Development)



CITY OF FLINT

220433

RESOLUTION NO.: _____

PRESENTED: OCT - 5 2022

ADOPTED: _____

**RESOLUTION AUTHORIZING BUDGET AMENDMENT TO MOVE FUNDS FROM THE
GENERAL FUND BALANCE TO THE
PARKS AND RECREATION OPERATING BUDGET FOR THE
ST. JOHN MEMORIAL PARK PROJECT**

BY THE CITY ADMINISTRATOR:

WHEREAS, the City of Flint has funds previously available from the sale of City-owned lands, including a recent sale of the former St. John Community Center, located at 3420 St. John St.; and

WHEREAS, those funds were received in FY2022 and were not appropriated by the end of the fiscal year, so they are now included in the General Fund balance; and

WHEREAS, The St. John Street Historical Committee is an association of residents who lived in the St. John Street neighborhood, and come together to keep families from the neighborhood connected and history of the neighborhood documented and memorialized. This neighborhood was destroyed through decades of racist urban renewal practices: and

WHEREAS, the St. John Street Historical Committee, in partnership with City of Flint planners, have developed a plan for a memorial park recognizing the contributions of the hundreds of families that were displaced and the City has committed to ongoing support of the project; including fundraising and funding portions of the plan. The plan includes several phases, and includes placemaking initiatives, such as memorial signage, historical markers, active and passive recreational features, landscaping, and infrastructure improvements; and




CITY OF FLINT

WHEREAS, funding in the amount of \$250,000 is available from the land sale to be moved to the Parks and Recreation Operating Budget to undertake projects as identified in the St. John Memorial, and accounts are as follows:

Dept.	Name of Account	Account Number	Grant Code	Amount
General	Transfers Out to Other Funds	101-966.000-995.000	N/A	\$250,000.00
Parks	Intra fund Transfers	208-931.101-699.000	N/A	\$250,000.00
Parks	Professional Service	208-752.102--801.000	N/A	\$250,000.00
FY22/23 GRAND TOTAL				\$250,000.00

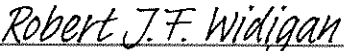
IT IS RESOLVED, that the appropriate City Officials are authorized to do all things necessary to complete a Budget Amendment to transfer \$250,000.00 from the General Fund to the Parks and Recreation Fund and appropriate in the Parks and Recreation Fund.

APPROVED AS TO FORM:


William Kim (Sep 27, 2022 17:00 EDT)

William Kim
City Attorney

APPROVED AS TO FINANCE:


Robert J.F. Widigan (Sep 27, 2022 15:34 EDT)

Robert J .F. Widigan
Chief Financial Officer

FOR CITY OF FLINT:


CLYDE D EDWARDS (Sep 27, 2022 14:23 EDT)

Clyde Edwards
City Administrator

CITY COUNCIL:

Flint City Council



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 9/12/22

BID/PROPOSAL# n/a

AGENDA ITEM TITLE: RESOLUTION AUTHORIZING BUDGET AMENDMENT TO MOVE FUNDS TO PARKS AND RECREATION OPERATING BUDGET

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

BACKGROUND/SUMMARY OF PROPOSED ACTION:

This recommendation for funding is for the St. John Memorial Park (plan attached) 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 General Fund account 101-701.000-673.100 in the amount of \$250,000.00. The City received revenue of \$492,310.50 in FY2022, placed in account 101-701.000-673.100 for the sale of 3420 St. John Street, which was the former St. John Street Community Center. The intent of the City was that a portion of these funds would be made available to help establish the memorial park. The funds were not appropriated at the end of FY2022, so they are now incorporated into the General Fund balance. The Parks Department would like to use as identified above. Approval is needed to transfer the funds from General Fund to the Parks and Recreation Fund, including creating a budget in the transfer out and transfer in accounts. Additionally, Planning and Development needs to appropriate the revenue in the Parks fund by creating a budget in the expense account #208-752.102-801.000 to use for the St. John Street Memorial Park project.

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 ongoing to complete this project, expected to be completed in a phased approach according to the Draft St. John Memorial Park Plan.

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

Dept.	Name of Account	Account Number	Grant Code	Amount
General Fund	Transfers Out to Other Funds	101-966.000-995.000	N/A	\$250,000.00
Parks	Intra fund Transfers In	208-931.101-699.000	N/A	\$250,000.00
Parks	Professional Service	208-752.102--801.000	N/A	\$250,000.00
FY22/23 GRAND TOTAL				\$250,000.00



CITY OF FLINT

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.

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:

A handwritten signature in cursive script, appearing to read "Eugene L. Davis".

Director, Dept of Planning and Dev.

(PLEASE TYPE NAME, TITLE)