

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

GOVERNMENTAL OPERATIONS COMMITTEE

*Jerri Winfrey-Carter, Chairperson, Ward 5
Ladel Lewis, Vice Chairperson, Ward 2*

*Eric Mays, Ward 1
Judy Priestley, Ward 4
Allie Herkenroder, Ward 7*

*Quincy Murphy, Ward 3
Tonya Burns, Ward 6
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

220384 Special Order/Private Owned Blighted Homes

A Special Order as requested by Councilperson Lewis and Councilperson Priestley to discuss privately owned blighted property in the City of Flint.

220424 Special Order/State Park

A Special Order as requested by Governmental Operations Chairperson Winfrey-Carter to allow representatives from the Department of Natural Resources to discuss establishing and operating a state park.

RESOLUTIONS

220434 Agreement/City of Flint/Michigan Department of Natural Resources (DNR)/Amendment/Two Agreements/Establishment/Operation/State Park

Resolution resolving that the appropriate city officials, upon City Council's approval, to do all things necessary to enter into a lease agreement with the State of Michigan Department of Natural Resources (DNR), as well as enter into amendments of the two identified preexisting agreements as appropriate, for the sole purposes of establishing and operating a state park.

220435 Lease Agreement/City of Flint/Flint Housing Commission/MHT Housing, Inc./Floral Park PLT

Resolution resolving that the Flint City Council authorizes the appropriate city officials to enter into a Lease Agreement with the Flint Housing Commission and MHT Housing, Inc. on the conditions specified in the document.

220436 Street Conversion/Beach Street/Two-Way Traffic

Resolution resolving that the traffic lanes on Beach Street, from Ninth Street to Fifth Street, as well as Beach Street from Tenth Street to Twelfth Street, be converted to two-way traffic.

220437 Designation of Street Administrator/Michigan Department of Transportation (MDOT)/Rodney McGaha

Resolution resolving that the Flint City Council designates Rodney McGaha as Street Administrator for the City of Flint.

220438 Employment Agreement/Interim City Clerk/Davina Donahue

Resolution resolving that the appropriate city official is hereby authorized to enter into an Employment Agreement with Davina Donahue at the rate listed above, retroactive to the commencement of her employment as Interim City Clerk on October 1, 2022. [The annual salary is \$70,817.76, or \$34.047 an hour.]

APPOINTMENTS

DISCUSSION ITEMS

220385 Discussion Item/Security/Police Officers' Cars

A Discussion Item as requested by Councilperson Lewis to discuss security for police officers' cars. [Referral Action Date: 8/29/2022 @ email.]

ADJOURNMENT



RESOLUTION NO.: 220434
PRESENTED: OCT - 5 2022
ADOPTED: _____

**RESOLUTION AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF FLINT
AND MICHIGAN DEPARTMENT OF NATURAL RESOURCES (DNR),
AND THE AMENDMENT OF TWO EXISTING AGREEMENTS FOR THE PURPOSES OF
ESTABLISHING AND OPERATING A STATE PARK**

BY THE CITY ADMINISTRATOR:

WHEREAS, there has long been interest in establishing a state park within the City of Flint, and discussions have been ongoing for at least the last decade; and

WHEREAS, the State of Michigan has dedicated \$30.2 million for the purposes of establishing a state park to be located in the City of Flint; and

WHEREAS, the City in collaboration with state and local partners have identified City-owned parcels to be included in the boundaries of the newly established state park; and

WHEREAS, some of the identified parcels are already included in an agreement with Mott Park Recreation Association (MPRA), which will need to be amended to align with the new state park lease; and

WHEREAS, some of the identified parcels are already included within the Park Partnership Agreement between the City and Genesee County Parks and Recreation Commission, which will need to be amended to align with the new state park lease; and

WHEREAS, there are no financial implications to the City as a result of this lease, aside from cost savings relating to continued maintenance of the identified property; therefore


IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary to enter into a lease agreement with the State of Michigan Department of Natural Resources (DNR), as well as enter into amendments of the two identified preexisting agreements as appropriate, for the sole purposes of establishing and operating a state park.

APPROVED AS TO FORM:


William Kim (Sep 28, 2022 11:57 EDT)

William Kim, City Attorney

ADMINISTRATION:


CLYDE D EDWARDS (Sep 28, 2022 13:40 EDT)

Clyde Edwards, City Administrator

CITY COUNCIL:

, Flint City Council



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 09/27/22

BID/PROPOSAL# N/A

AGENDA ITEM TITLE: RESOLUTION AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF FLINT AND MICHIGAN DEPARTMENT OF NATURAL RESOURCES (DNR), AND THE AMENDMENT OF TWO EXISTING AGREEMENTS FOR THE PURPOSES OF ESTABLISHING AND OPERATING A STATE PARK

PREPARED BY: Roy Lash, Planning and Development Dept., 810.766.7426 x3009

VENDOR NAME:

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The State of Michigan Department of Natural Resources (DNR) has dedicated \$30.2 million for the purposes of establishing a state park to be located in the City of Flint. Since that announcement was made in March of 2022, the City, State, and local partners have identified the boundaries of this newly established state park.

The park is envisioned to consist of 230 acres that stretch across four of Flint's wards (Wards 5, 6, 8, and 9). Of this, approximately 134 acres are City of Flint owned parcels, many of which are currently in use as park land.

Since many of these parcels owned by the City are deed-restricted in nature, it makes the most sense for the City to enter into a long-term lease agreement with the DNR for management and maintenance of this park. Additionally, some of the parcels are currently identified in other lease agreements: the newly signed Mott Park Recreation Area agreement, as well as the Park Partnership Agreement between the City of Flint and Genesee County Parks and Recreation Commission.

This resolution will authorize the City to enter into the long-term lease agreement with the DNR, as well as allow the City to amend the two existing agreements to align their language with the state park lease agreement.

For further information, please see attached draft lease, amendments, and state park overview

FINANCIAL IMPLICATIONS: NONE

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN: N/A



CITY OF FLINT

Dept.	Name of Account	Account Number	Grant Code	Amount
		FY22/23 GRAND TOTAL		

PRE-ENCUMBERED? YES NO REQUISITION NO: N/A

ACCOUNTING APPROVAL: _____ Date: _____

FINANCE APPROVAL: _____ Date: _____

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

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

BUDGET YEAR 1

BUDGET YEAR 2

BUDGET YEAR 3

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

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

DEPARTMENT HEAD SIGNATURE: Suzanne Wilcox
(Suzanne Wilcox, Director of Planning and Development)

LEASE
between
THE CITY OF FLINT, as Lessor
and
THE STATE OF MICHIGAN, as Lessee

This Lease Agreement (this "Lease") is entered into as of the day of _____, 2022, by the City of Flint (the "Lessor"), a municipal corporation, whose address is 1101 S. Saginaw Street, Flint, Michigan 48502, and the State of Michigan (the "Lessee"), by its Department of Natural Resources whose address is Constitution Hall, P.O. Box 30257, Lansing, Michigan 48909 (collectively the "Parties").

WITNESSETH:

WHEREAS, the Lessor is the owner of certain land and improvements located in the City of Flint commonly known as Mott Park Recreation Area, Riverbank Park, Vietnam Veterans Park and several additional parcels which are legally described on the attached Exhibits A through D (collectively the "Park Properties"),

and WHEREAS, the City of Flint desires to lease the Park Properties to Lessee for development as public state park facilities to further enhance the City Flint and to benefit the public;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, agreements, and undertakings contained herein, the parties agree as follows:

1. Lease, Premises, Expansion

1.1. Lease, Premises

The Lessor hereby leases to the Lessee, and the Lessee hereby leases from the Lessor, those certain parcels of land described and shown on the attached Exhibits A through D, but referred to collectively as "Leased Premises" or "Park Properties", for the purpose of constructing, operating and maintaining a state park and recreation facilities in a manner intended to maximize services and benefits to the public in accordance with the Lessee's approved standards and procedures.

1.2. Use During the term of this Lease, including any extensions thereof, the use of the Leased Premises shall be restricted to public recreation or supporting purposes consistent with the uses allowed in the Flint Zoning Ordinance classification "PR-Park" in effect at the time of the commencement of this Lease.

1.3 None of the foregoing shall be deemed to grant a lease to, or allow use by, Lessee of any public utilities contained on the Park Properties other than those typically provided to a property lessee (i.e., water and sewer service for public restrooms, etc.).

2. Term, Options to Terminate, Quiet Enjoyment

2.1 Term

The term of the Lease is thirty (30) years from the date of commencement set forth on Page One (1). The term of this Lease shall be extended for up to two (2) thirty (30) year periods, each under the same

terms and conditions, unless the Lessor provides written notice to the Lessee, not less than one (1) year prior to the expiration of the term or extension that the Lessor does not intend to extend the term. If the Lessor exercises its option not to extend the Lease, the Lessor must pay the Lessee the Fair Market Value of all improvements made by the Lessee existing on the Leased Premises on the date the Lessor exercises its option to terminate pursuant to this paragraph 2.1.

The Fair Market Value of all improvements will be determined in accordance with the following procedure. The Lessor and the Lessee will each select an independent fee appraiser licensed by the State of Michigan as a State Certified Estate Appraiser. Each appraiser will prepare a "complete appraisal report" according to the Uniform Standards of Professional Appraisal Practice (USPAP) and State standards. The Uniform Appraisal Standards for Federal Land Acquisitions ("Yellow Book" standards) will also be incorporated into the appraisal report if federal funds have been used in the construction or maintenance of the improvements. The Lessor and the Lessee will review and jointly select the better appraisal, based on the completeness and accuracy of the report. If the parties are unable to agree which is the better, the two appraisers will mutually select a third State Certified Estate Appraiser. A complete appraisal report, provided by the third appraiser will be determinative of Fair Market Value, unless it shows a value greater than the higher, or less than the lower, of the two original appraisals, in which event the Fair Market Value shall be the higher or lower (as the case may be) of the original appraisals. The Lessor and the Lessee agree to pay the cost for their selected appraiser and equally divide and pay the cost of the third appraiser.

The Lessor shall have ninety (90) days from the date of receipt of the Lessee's selected appraisal or the appraisal submitted by the third appraiser to pay the Lessee the Fair Market Value of all improvements.

From and after the termination of this Lease pursuant to this paragraph 2.1, the Lessor shall operate and maintain the Leased Premises in accordance with the same long term grant obligations and encumbrances imposed under the term of any of the grants obtained by the Lessee to construct the improvements on the Leased Premises. Such grant obligations may extend past the expiration or cancellation of this Lease.

2.2 Lessor's Option to Terminate for Cause

In the event Lessee fails to perform any of its obligations under this Lease, including the making of any property improvements set forth in Exhibit G in accordance with the deadlines set forth therein, the Lessor may at its option terminate this Lease, and the Lessee shall surrender possession of the Leased Premises including all improvements within thirty (30) days. The Lessor and the Lessee may agree to extend the deadlines set forth in Exhibit G in a writing signed by the Lessor and the Lessee.

2.3. Quiet Enjoyment

The Lessee, upon performance of its obligations specified in this Lease, shall and may peacefully and quietly have, hold, and enjoy the Leased Premises for the term of this Lease or any extension hereof.

2.4. Entry by the Lessor

The Lessor or Lessor's agents shall at all times have reasonable access to and over the Park Properties for the purpose of accessing, maintaining, repairing, improving or constructing any utilities, structures or properties owned and/or maintained by the City of Flint.

3. Rent

The Lessee shall not be required to pay any monetary consideration as rent during the term of this Lease or any extension, the parties acknowledging that the value of the improvements and services provided by the Lessee during its possession of the Leased Premises are fair and proper consideration for this Lease.

4. Condition of Title

The Lessor shall furnish to the Lessee and pay the cost of a legible photocopy of the recorded instruments evidencing title in the Lessor with respect to the Leased Premises, and copies of all other recorded documents limiting or restricting the use of, or affecting title to, the Leased Premises. The Lessee shall review the evidence of title provided and accept the Leased Premises subject to the following:

- a) All existing public and private utilities as is, including all utility easements referenced or included in American Land Title Association (ALTA) surveys provided by the Lessor to the Lessee as part of this Lease.
- b) Any special conditions.
- c) Any use restrictions, including those as described in Exhibit E.

5. Condition of the Leased Premises

5.1. "As-Is", No Representations

The Lessee acknowledges that it has examined the Leased Premises prior to the execution of this Lease and, subject to any special conditions, accepts the Leased Premises in its present "as-is" condition. The Lessee also acknowledges that the Lessor has made no representations, express or implied, as to the condition of the Leased Premises, including but not limited to the environmental condition, compliance with any applicable environmental laws or regulations, or state of repair, or any other representations not contained in this Lease. The Lessee at its sole cost may perform a baseline environmental assessment in accordance with Part 201 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended. The Lessee at its sole cost may also take samples, conduct a study for potential contamination, develop a response plan for addressing any hazardous substances and may implement any study, response plan or clean-up with respect to the Leased Premises.

6. Construction, Renovation, Maintenance, Repair, and Alteration

6.1. Construction and Renovation

a) The Lessee shall at its sole cost and expense program, design, construct and operate the state park on the Leased Premises consistent with the uses allowed under this Lease, according to plans and specifications approved by the Lessor, which approval shall not be unreasonably withheld. The Lessor shall promptly review all plans and specifications and shall endeavor to provide approval or comments within two (2) weeks of receipt of plans and specifications from the Lessee. All work shall conform to all applicable statutes or nationally recognized standards of good construction practice.

b) In all contracts for construction pursuant to this Lease, the Lessee shall include a provision requiring its contractors to provide general liability insurance coverage in the amount of One Million Dollars

(\$1,000,000) per incident and Two Million Dollars (\$2,000,000) aggregate and shall require its contractors to provide the Lessor and the Lessee with copies of certificates of insurance naming both the Lessor and the Lessee as additional insureds under such policies. All such policies shall also provide for thirty (30) days prior written notice to the Lessor and the Lessee of any cancellation or reduction of coverage under the policies.

c) The Lessee agrees to construct and operate the public park and permit the construction within the Leased Premises. A conceptual description of the state park is included within the attached Exhibit F.

6.2. Maintenance and Repair

a) The Lessee agrees, at its sole expense, during its possession of the Leased Premises to maintain the Leased Premises and keep it in good repair. The Lessee shall make all alterations, additions or improvements to the Leased Premises in the manner set forth in paragraph 6.1 (a). Any alterations, additions or improvements to the Leased Premises will be performed at the sole expense of the Lessee.

b) The Lessee agrees at the conclusion of the term of this Lease, including any subsequent extension periods, to deliver the Leased Premises in good condition, reasonable use and wear and tear excepted.

c) Upon the termination of this Lease, unless otherwise agreed to in writing by both the Lessor and the Lessee, all alterations, additions, and improvements shall remain on the Leased Premises, and shall become the property of the Lessor.

d) The Lessee will accept all the storm water from the development sites (as identified in Exhibit G), and pay for the installation, operation, maintenance of the storm water system within the Leased Premises during the term of this Lease and any extensions thereof, at its own expense.

6.3. Other Lessee Obligations

The Lessee shall furnish:

a) Payment of 100% of all public utilities, including but not limited to heating, cooling, illumination, power, water/sewer and telecommunications (if any), restricted to the Lessee's construction, operation or maintenance of the Leased Premises. This includes all utility use charges, as well as any required utility infrastructure improvements or maintenance charges necessitated by the construction, operation or maintenance of the Leased Premises pursuant to this Lease.

b) Exterior grounds maintenance, including grass and weed cutting, clippings removal, leaf raking, litter removal, sidewalk surface and parking lot surface maintenance.

c) Snow and/or ice removal from sidewalks and parking lots according to a defined use schedule determined by the Lessee.

d) Trash removal from wastebaskets, dumpsters, or equivalent containers used by the Lessee.

e) Reimbursement to the Lessor for any repairs to existing structures or infrastructure from damage that exceeds the normal wear and tear expected from the lawful and proper use of the Leased Premises, the

sole cause of which was the negligent acts or omissions of the Lessee's employees, agents, wards, clients, or customers.

7. Assignment and/or Subletting

a) Lessee shall not assign this Lease nor any rights hereunder, nor sublet the Leased Premises nor any part thereof, nor use, nor permit it to be used for any purposes inconsistent with those referred to in paragraph 1.2 without the prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment, subletting, or use, without prior written consent of the Lessor, whether voluntary or by operation of law, shall give the Lessor the right, in its sole discretion, to terminate this Lease, and to re-enter and repossess the Leased Premises.

8. Waiver

One or more waivers of the breach of any covenant or condition under this Lease, or failure by either party to give notice thereof, shall not be construed as a waiver of a further breach of the same covenant or condition.

9. Notices

Any notice which either party may or is required to give under this Lease shall be given by mailing, postage prepaid, by first class mail, addressed as follows:

a) Notice to the Lessee:
Chief, Parks and Recreation Division
Michigan Department of Natural Resources
Constitution Hall
P.O. Box 30257
Lansing, MI 48909

b) Notice to the Lessor: TO BE PROVIDED BY CITY OF FLINT

10. Surrender of Possession

Upon the expiration of the term of this Lease or any extension, the Lessee shall promptly and peacefully yield, surrender, and deliver the Leased Premises to the Lessor.

11. Advertising Displays

All signs and advertising in and about the Leased Premises shall be only such as are customarily displayed at similar recreation facilities operated by the Lessee.

12. Hazardous Substances

a) The Lessee covenants that in the event a release or the threat of a release of a hazardous substance is discovered on, in or under the Leased Premises after the Lessee takes possession pursuant to this Lease, the Lessee shall:

- 1) Promptly notify both the Lessor and the Michigan Department of Environment, Great Lakes and Energy (the "EGLE") of the release or threatened release.
 - 2) Report, investigate, remediate, and take all other actions consistent with Federal, State and local laws and regulations including, without limitation, Part 201 or the Natural Resources and Environmental Protection Act (NREPA), MCL 324.20101, et seq.
 - 3) Inform the Lessor, the EGLE, and all other parties required to be notified under Federal, State or local law, of all actions taken under subparagraph (2) above.
 - 4) Provide the Lessor, the EGLE, and all other parties required to be notified under Federal, State or local law, with all reports, data, analyses and other documents and information related in any way to the investigation, remediation or other steps taken under subparagraph (2) above.
- b) The Lessee agrees to take no administrative or judicial action against the Lessor including, without limitation, any action for damages, contribution, cost recovery, or injunctive relief to compel the Lessor to investigate or take remedial action, , or any action associated with the Lessee's obligations to comply with Federal, State or local law as a result of the release or threat of release of any hazardous substance on, in or below the Leased Premises, except if the release or threatened release is caused solely by the Lessor.
- c) The Lessor and the Lessee mutually agree that they shall not release on, in, or below the Leased Premises any hazardous substance. The Lessee assumes responsibility, to the extent provided by law, for a release or threatened release of a hazardous substance occurring at any time after the commencement of this Lease resulting from the Lessee's use -of the Leased Premises.

13. Representations

No agreement shall be binding upon the parties unless made in writing and signed by them. No representation, guarantee or warranty, except those written in this Lease, nor any collateral agreement hereto, shall be binding upon the parties unless they are in writing and approved by the parties according to the amendment procedure set forth in this Lease.

14. Remedies Not Exclusive

It is agreed that each of the rights, remedies and benefits provided by this Lease shall be cumulative, and shall not be exclusive of any other rights, remedies and benefits contained in this Lease, nor of any other rights, remedies and benefits allowed by law.

15. Binding on Successors, Representatives, and Assigns

The covenants, conditions and agreements made and entered into by the parties shall inure to the benefit of and shall be binding upon their respective successors, representatives and assigns.

16. Fair Employment Practices, Discrimination

a) Both the Lessor and the Lessee shall comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq. the Persons with Disabilities Civil Rights 8 Act, 1976 PA 220, as amended,

MCL 37.1101 et seq, and all other federal, state and local fair employment practices and equal opportunity laws and covenant that they shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Lease, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

b) Both the Lessor and the Lessee shall comply with the requirements of MCL 37.1209 and MCL 37.2209 with respect to any contracts entered into to comply with any of the provisions of this Lease.

c) A breach of subparagraphs 16(a) or (b) is a material breach of this Lease.

17. Entire Agreement

All terms and conditions of this Lease are as set forth in this agreement. This Lease, with all enclosures and attachments, as listed below, constitutes the entire agreement of the parties with regard to this transaction and may be amended only in writing and executed in the same manner as this Lease was originally executed. Should any provision of this Lease or any addendum thereto be found to be illegal or otherwise unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of the Lease and all other terms and conditions of this Lease shall continue in full force and effect. This Lease is not valid or authorized until approved by the Lessor and the Lessee.

18. Amendments

No amendment or extension of this Lease shall be effective and binding on the parties unless it expressly makes reference to this Lease, is in writing and is signed and acknowledged by the duly authorized representatives of the Lessor and the Lessee.

19. Governing Law

This Lease shall be interpreted in accordance with the laws of the State of Michigan.

20. List of Exhibits The following Exhibits are attached to and made a part of this Lease:

Exhibit A: Mott Park Recreation Area Description and sketch

Exhibit B: Riverbank Park Description and sketch

Exhibit C: Vietnam Veterans Park Description and sketch

Exhibit D: Additional properties Description and sketch

Exhibit E: Use Restrictions

Exhibit F: Concept Park Program Description for the public park, State Park in Flint

Exhibit G: Property Improvements

IN WITNESS WHEREOF, the Lessor and the Lessee, by and through their duly authorized officers and representatives, have executed this Lease as of the dates of their respective signatures:

**LESSEE
WITNESS(ES) TO LESSEE**

**STATE OF MICHIGAN
BY THE
DEPARTMENT OF NATURAL RESOURCES**

Witness(es)

Witness Signature

Date

Ronald A. Olson, Chief
DNR Parks and Recreation Division

Date

(please print name)

Witness(es)

Witness Signature

Date

(please print name)

STATE OF MICHIGAN, COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____, day of _____, 2022 by Ronald A. Olson, Parks and Recreation Division Chief, for the Michigan Department of Natural Resources.

_____, Notary Public
(please print name)

My Commission Expires: _____

Acting in the County of: _____

APPROVED AS TO FORM:

William Kim, City Attorney

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Park Partnership Agreement (the "First Amendment") is entered into as of _____, 20__ ("Effective Date"), between the City of Flint, a municipal corporation, 1101 S. Saginaw Street, Flint, MI 48502 (the "City") and Genesee County Parks and Recreation Commission (the "Commission"). City and Commission may be referred to individually as "Party" or collectively as "Parties" herein.

Recitals

A. The City and Commission previously entered into a Park Partnership Agreement (the "Agreement").

B. The City and Commission now wish to modify the Agreement to exclude several Parks from the terms of the Agreement.

Agreement

The City and Commission agree as follows:

1. **Removal of Parks.** Any reference to the following parks is hereby deleted:
 - (a) Riverbank Park (found in sections 1. and 1.a.);
 - (b) Vietnam Veteran's Park (found in sections 1. and 2.5.); and
 - (c) Mott Park Recreation Area (found in section 3.40.).
2. **Continuing Effect.** Except as expressly modified or amended by this First Amendment, all terms and provisions of the Agreement remain in full force and effect. In the case of a conflict in meaning between the Agreement and this First Amendment, this First Amendment prevails.
3. **Counterparts.** This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Facsimile and/or electronic copies of the Parties' signatures shall be valid and treated the same as original signatures. Each Party warrants and represents that the signatory for each Party is fully authorized to execute this First Amendment.

IN WITNESS WHEREOF, the Parties have entered into this First Amendment to be effective as of the Effective Date.

Genesee County parks and Recreation
Commission

City of Flint, a municipal corporation

BY: _____

BY: _____

ITS: _____

ITS: _____

DATE: _____

DATE: _____

APPROVED AS TO FORM:

William Kim, City Attorney

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Mott Park Recreation Agreement (the "First Amendment") is entered into as of September __, 2022 ("Effective Date"), between the City of Flint, a municipal corporation, 1101 S. Saginaw Street, Flint, MI 48502 (the "City") and Mott Park Recreation Association (the "Association"). City and Association may be referred to individually as "Party" or collectively as "Parties" herein.

Recitals

A. The City and Association previously entered into the Mott Park Recreation Agreement (the "Agreement").

B. The City and Association now wish to modify the Agreement to redefine the property which is the subject matter of the Agreement.

Agreement

The City and Association agree as follows:

1. Redefinition of "Park". The Parties agree to redefine the term "Park" found in the Agreement to be the following:

a. That part of Parcel 40-14-128-002 containing the structure commonly known as the "clubhouse" and related adjacent paved parking areas, but excluding the remainder of that parcel.

b. All other parcels (40-11-351-098, 40-14-128-001, 40-14-101-001, 40-14-101-002, 40-14-101-003 and 4014-251-001) are hereby expressly excluded from the definition of "Park" contained within the Agreement.

2. Reaffirmation of City's Obligations Under Paragraph 7 of the Agreement. City reaffirms and agrees as stated in Paragraph 7 of the Agreement that "City will be responsible for the utility payments and security for the building, i.e. security system already located and installed on the property."

3. Continuing Effect. Except as expressly modified or amended by this First Amendment, all terms and provisions of the Agreement remain in full force and effect. In the case of a conflict in meaning between the Agreement and this First Amendment, this First Amendment prevails.

4. Counterparts. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Facsimile and/or electronic copies of the Parties' signatures shall be valid and treated the same as original signatures. Each Party warrants

and represents that the signatory for each Party is fully authorized to execute this First Amendment.

IN WITNESS WHEREOF, the Parties have entered into this First Amendment to be effective as of the Effective Date.

Mott Park Recreation Association

City of Flint, a municipal corporation

BY: _____

BY: _____

ITS: _____

ITS: _____

DATE: _____

DATE: _____

APPROVED AS TO FORM:

William Kim, City Attorney

CREATING A STATE PARK IN FLINT

September 16, 2022

Overview

In March of 2022, the State of Michigan announced that it would establish a new state park in the city of Flint. Genesee County does not have a state park. Thus, once created, the new state park in Flint will serve as the lone state park for county's population of more than 400,000 individuals and will draw visitors from the greater region. The announcement by the State of Michigan included \$30.2 million to support the creation of the state park. The park is envisioned to consist of 230 acres that stretch across four of Flint's wards. Of this, approximately 134 acres are City of Flint property.

Park Vision

The park is envisioned to consist of 230 acres that stretch across four of Flint's wards (Ward 6, Ward 5, Ward 8 and Ward 9). The area includes five park units and three trailway connections, as described below.

Riverbank Park

Riverbank Park is located on the banks of the Flint River between Harrison Street and Grand Traverse Street. It consists of 6 acres, which are owned by the City of Flint. The Park is in dire need of reinvestment to make it safer and more accessible. Park improvements are expected to include removing the remaining structure of Hamilton Dam; enhancing safety and accessibility along the Flint River by installing rock rapids; and improving and restoring park land along the Flint River by installing new terraces and landscaping, opening site lines, and installing new and updated pedestrian trails, including creating greater ADA access.

Vietnam Veterans Park

Vietnam Veterans Park is located on the bank of the Flint River at Hamilton Avenue and James P. Cole Boulevard. It consists of 7 acres, which are owned by the City of Flint. The Park will be connected to the rest of the state park by constructing a new trail that will run south along the Flint River to Riverbank Park on property owned by the City of Flint. Additional park improvements are expected to include construction of a new pavilion, new landscaping and pathways, and increased watercraft access.

Chevy Commons

Chevy Commons is located on the bank of the Flint River between Grand Traverse Street and Chevrolet Avenue. It consists of 67 acres, which are owned by Genesee County. Genesee County has committed to donating the property to the State of Michigan for the purpose of creating the state park. The current vision is to construct a signature playscape on the northeastern corner of Chevy Commons, across from Atwood Stadium, which would connect to Atwood Stadium by a newly constructed pedestrian bridge.

Mott Park Recreation Area

Mott Park Recreation Area is located on the banks of the Flint River between Nolen Drive and Ballenger Highway. It consists of 72 acres, which are owned by the City of Flint. The Mott Park Recreation Association has been improving and maintaining the park for more than a decade and currently has an agreement with the City of Flint to operate the clubhouse located on Nolen Drive. This agreement remain valid and the clubhouse would be excluded from the state park. The Park will be connected to the rest of the state park by constructing a new trail that will run along the southern bank of the Flint River to Chevy Commons on property owned by the City of Flint.

Happy Hollow Nature Area

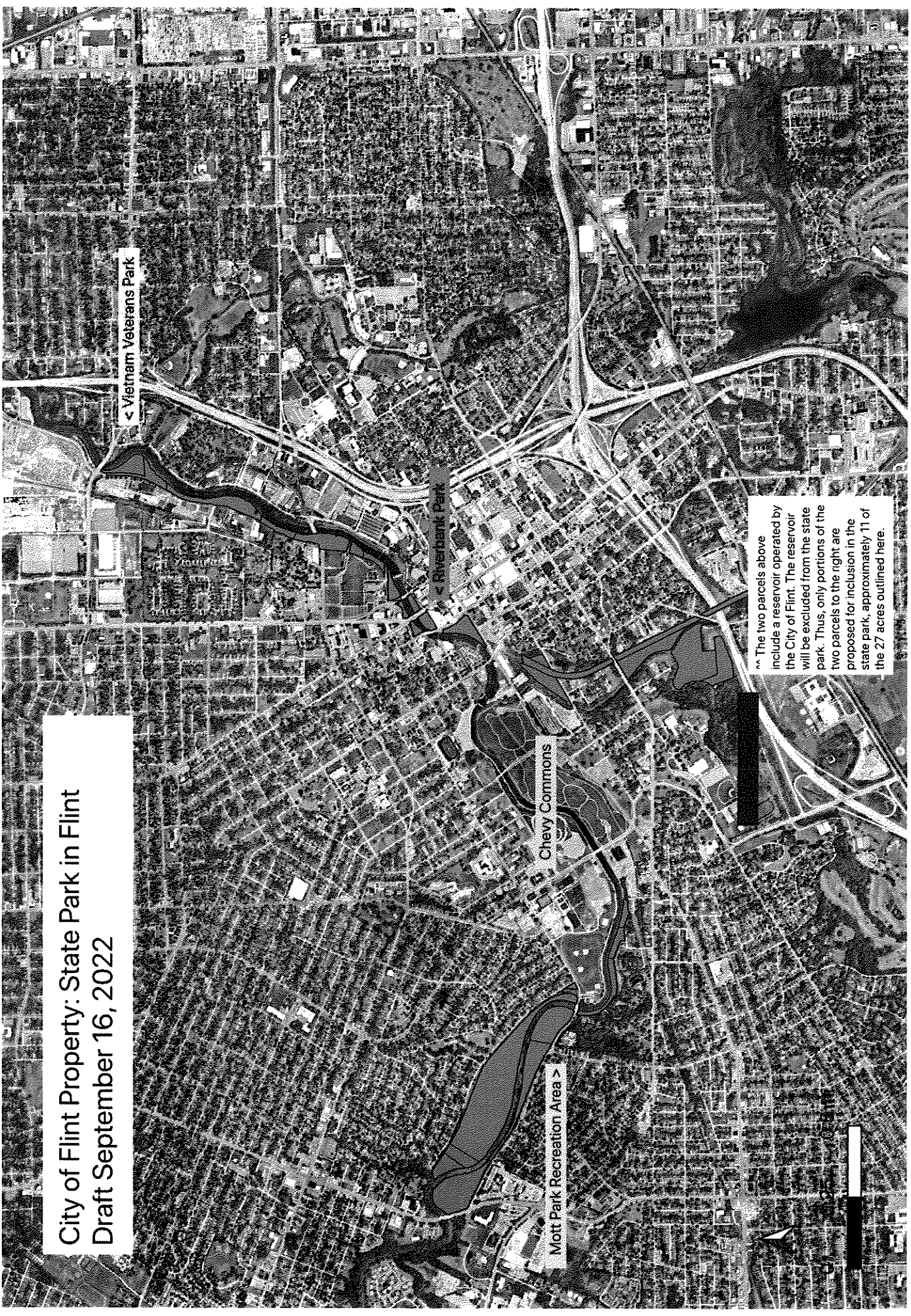
Happy Hollow Nature Area is located on the banks of Swartz Creek, east of Hammerberg Road. It consists of approximately 11 acres, which are privately owned. The property owner intends on donating the property to the State of Michigan for the purpose of creating the state park. Adjacent to the Happy Hollow Nature Area, the City of Flint owns approximately 27 acres that are located west of Fenton Road and Ann Arbor Street. The current vision is to construct a non-motorized trail across the Happy Hollow Nature Area and 11 acres of the adjacent City of Flint property, which would extend to Thread Creek and would connect to the Grand Traverse Greenway Trail by a newly constructed pedestrian bridge. Happy Hollow will be connected to the rest of the state park by constructing a new trail that will run north to both Chevy Commons and Riverbank Park on property owned by the City of Flint. This trail encompasses approximately $\frac{3}{4}$ miles of the Grand Traverse Greenway Trail. The trailhead on Kearsley Street consists of approximately 2 acres of property, which is privately owned. The property owners intend on donating the property to the State of Michigan for the purpose of creating the state park.

Proposed Land Lease between the City of Flint and the State of Michigan

A land lease between the City of Flint and the State of Michigan will allow the property owned by the City of Flint to be included in the state park as described above. The lease contains a 30-year lease term, with two optional 30-year renewals (up to 90 years in total). The lease includes approximately 134 acres of City of Flint property leased to the State of Michigan as follows:

- Riverbank Park: 6 acres
- Vietnam Veterans Park: 7 acres
- Trail connecting Vietnam Veterans Park and Riverbank Park: 16 acres
- Mott Park Recreation Area: 72 acres
- Trail connecting Mott Park Recreation area and Chevy Commons: 7 acres
- Happy Hollow adjacent property: 11 acres
- Grand Traverse Greenway Trail and adjacent property connecting Happy Hollow, Chevy Commons, and Riverbank Park: 15 acres

City of Flint Property: State Park in Flint
Draft September 16, 2022



“ The two parcels above include a reservoir operated by the City of Flint. The reservoir will be excluded from the state park. Thus, only portions of the two parcels to the right are proposed for inclusion in the state park, approximately 11 of the 27 acres outlined here.



RESOLUTION NO.: 220435

PRESENTED: OCT - 5 2022

ADOPTED: _____

RESOLUTION APPROVING LAND LEASE AGREEMENT WITH FLINT HOUSING COMMISSION AND MHT HOUSING, INC. FLORAL PARK PLT LOTS 82-92 INCLUSIVE

BY THE CITY ADMINISTRATOR:

The Flint Housing Commission and MHT Housing seek to enter into a lease of property from the City of Flint, known as Floral Park PLT, Lots 82092 (parcel 41-17-351-017), which is adjacent to Howard Estates, for the purposes of constructing a 40-space parking lot, refurbishing a basketball court, and maintaining a green space for its residents, as part of a substantial renovation of Howard Estates Townhomes located at 1802 Lapeer Road; and

The Flint Housing Commission, MHT Housing, and the City of Flint have tentatively agreed to a Lease Agreement, by which the Flint Housing Commission and MHT Housing will improve and maintain the property, while complying with all use restrictions imposed by state law and city ordinances, in exchange for a ten (10) year lease, renewable with the consent of all parties; and

IT IS RESOLVED, that the Flint City Council authorizes the appropriate City officials to enter into a Lease Agreement with the Flint Housing Commission and MHT Housing, Inc. on the conditions specified here.

APPROVED AS TO FORM:


William Kim | Sep 27, 2022 13:56 EDT |

William Kim, Acting City Attorney

APPROVED BY ADMINISTRATION:


Clyde D. Edwards | Sep 27, 2022 13:20 EDT |

Clyde D. Edwards, City Administrator

APPROVED BY CITY COUNCIL

Flint City Council



CITY OF FLINT

REQUISITION STAFF REVIEW FORM

TODAY'S DATE: 9-23-21

BID/PROPOSAL# N/A

AGENDA ITEM TITLE: RESOLUTION APPROVING A LAND LEASE AGREEMENT WITH THE FLINT HOUSING COMMISSION AND MHT HOUSING, INC. FOR FLORAL PARK PLT LOTS 82-92 INCLUSIVE (PID 41-17-351-017).

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

VENDOR NAME:

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The Flint Housing Commission and MHT Housing seek to enter into a lease of property from the City of Flint, known as Floral Park PLT, Lots 82092 (parcel 41-17-351-017), which is adjacent to Howard Estates, for the purposes of constructing a 40-space parking lot, refurbishing a basketball court, and maintaining a green space for its residents, as part of a substantial renovation of Howard Estates Townhomes located at 1802 Lapeer Road. The Flint Housing Commission, MHT Housing, and the City of Flint have tentatively agreed to a Lease Agreement, by which the Flint Housing Commission and MHT Housing will improve and maintain the property, while complying with all use restrictions imposed by state law and city ordinances, in exchange for a ten (10) year lease, renewable with the consent of all parties. The attached resolution authorizes to City and the FHC/MHT Housing to enter into said lease agreement.

FINANCIAL IMPLICATIONS: No funding is necessary. The city will provide consideration for basketball court improvements, addition of a paved parking lot, and ongoing maintenance in lieu of rent.

BUDGETED EXPENDITURE? YES [X] NO [] IF NO, PLEASE EXPLAIN: N/A

Table with 5 columns: Dept., Name of Account, Account Number, Grant Code, Amount. Includes a row for FY22/23 GRAND TOTAL.

PRE-ENCUMBERED? YES [X] NO [] REQUISITION NO:

ACCOUNTING APPROVAL: Mary Jarvis Date: _____



CITY OF FLINT

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO

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

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

BUDGET YEAR 1

BUDGET YEAR 2

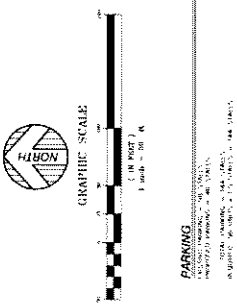
BUDGET YEAR 3

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

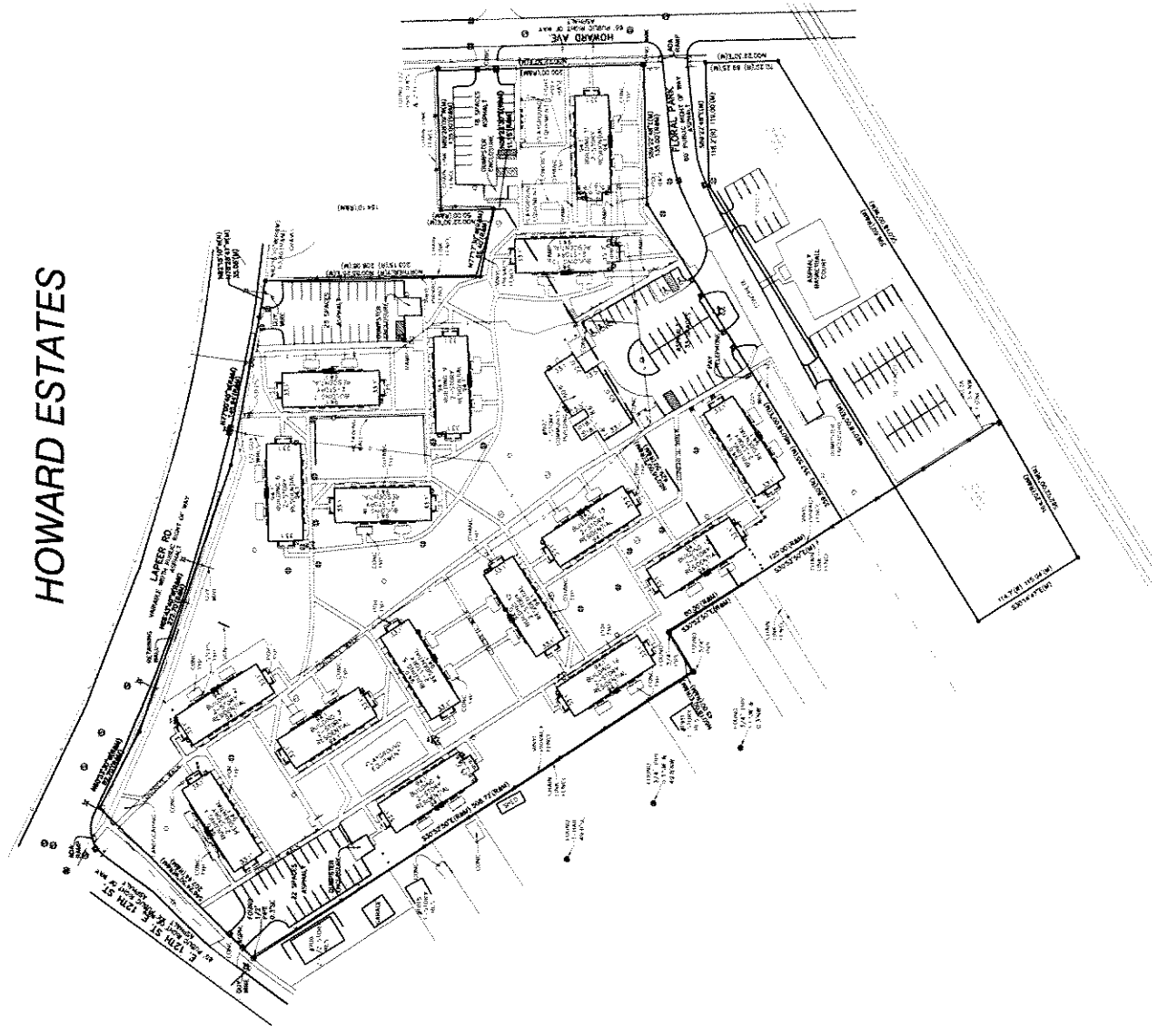
STAFF RECOMMENDATION: (PLEASE SELECT): **APPROVED** **NOT APPROVED**

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

NO. 1	DATE	DESCRIPTION
1	05-18-07	ISSUED FOR PERMIT
2	05-18-07	ISSUED FOR PERMIT
3	05-18-07	ISSUED FOR PERMIT
4	05-18-07	ISSUED FOR PERMIT
5	05-18-07	ISSUED FOR PERMIT
6	05-18-07	ISSUED FOR PERMIT
7	05-18-07	ISSUED FOR PERMIT
8	05-18-07	ISSUED FOR PERMIT
9	05-18-07	ISSUED FOR PERMIT
10	05-18-07	ISSUED FOR PERMIT



HOWARD ESTATES

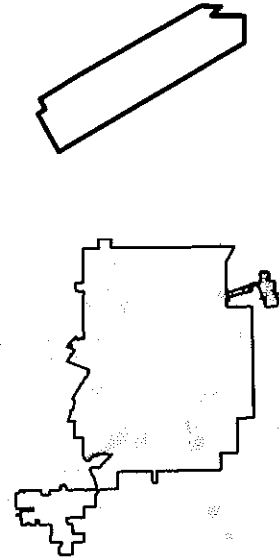
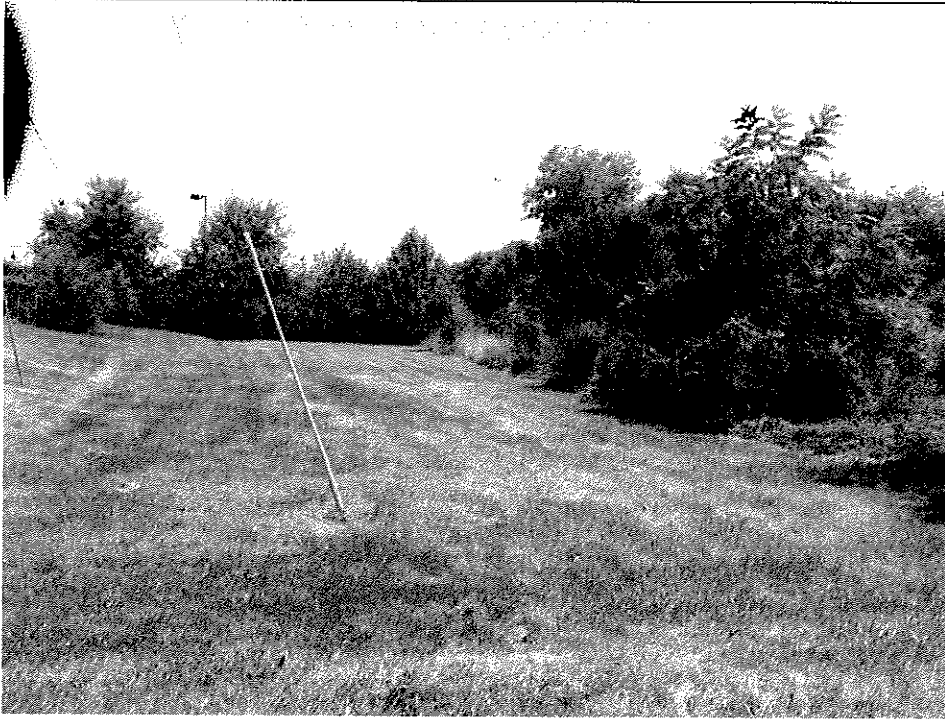


Floral Park Ave (41-17-351-017)

In: 48503, Census Tract 32, Flint, Genesee County, Michigan **Lat/Long:** 43.00769, -83.67021

Flint Property Portal

Sep 21, 2022



Parcel Data

Parcel Number:	41-17-351-017	City Ward:	Ward 7
Zip Code:	48503	Census Tract:	32
Future Land Use:	Community Open Space	Census Block Group:	1
Structure on Property:	No	Current Zoning District:	D-6
Use:	Commercial	Draft Zoning District:	OS
State Equalized Value:	0	Tall Grass:	No
Owner Name:	CITY OF FLINT	Trash and/or Debris:	No
Owner Address:	1101 S SAGINAW ST, FLINT, MI, 48502	Community Maintenance Commitment:	No
Publicly Owned:	Yes	Mowed by the Community:	No
Parcel Size (Acres):	0.0	Cleaned up by the Community:	No



RESOLUTION NO.: 220436

PRESENTED: OCT - 5 2022

ADOPTED: _____

BY THE CITY ADMINISTRATOR:

RESOLUTION TO CONVERT BEACH STREET FROM NINTH STREET TO FIFTH STREET
AND BEACH STREET FROM TENTH STREET TO TWELFTH ST
TO TWO-WAY TRAFFIC


A new building was built on the corner of Ninth Street and Saginaw Street. To support the new building, a parking lot was created that paved over Beach Street between Ninth Street and Wellington. City Council authorized the vacating of the street on December 21, 2020, resolution number 200486.1.

The City wishes to convert Beach Street to two way traffic from Ninth Street to Fifth Street, as well as Beach Street from Tenth Street to Twelfth St.

The engineering company that is working on the new building/new parking lot, Rowe Engineering, has studied the proposed changes to the traffic pattern and has given their approval. There is no cost to the City of Flint to make these changes.

IT IS RESOLVED, that the traffic lanes on Beach Street, from Ninth Street to Fifth Street, as well as Beach Street from Tenth Street to Twelfth Street be converted to two-way traffic.

APPROVED AS TO FORM:


William Kim | Sep 27, 2022 13:36 EDT
William Kim
Chief Legal Officer


Clyde Edwards, City Administrator

CITY COUNCIL:

Dennis Pfeiffer, President

FY22 – KRN

TODAY'S DATE: September 27, 2022

BID/PROPOSAL# N/A

AGENDA ITEM TITLE – Converting Beach Street between Ninth St. and Court St.

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

VENDOR NAME:

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The purpose of this resolution is to change Beach Street from a one way street to a two-way street from Ninth Street to Fifth Street. This change will include a middle turn lane, as well as one lane of traffic traveling north and two lanes traveling south.

This resolution also includes Beach Street from Tenth Street to Twelfth Street, changing the road from a one-way to a two-way.

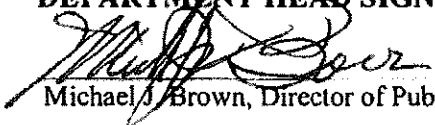
FINANCIAL IMPLICATIONS: None

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

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

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

DEPARTMENT HEAD SIGNATURE:


Michael J. Brown, Director of Public Works



RESOLUTION NO.: 220437

PRESENTED: OCT - 5 2022

ADOPTED: _____

BY THE CITY ADMINISTRATOR:

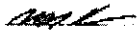
RESOLUTION FOR THE DESIGNATION OF STREET ADMINISTRATOR

Section 13(9) of Act 1, Public Acts of 1951 provided that each incorporated city and village to which funds are returned under the provisions of this section, that, "the responsibility for street improvements, maintenance, and traffic operations work, and the development, construction, or repair of off-street parking facilities and construction or repair of street lighting shall be coordinated by a single administrator to be designated by the governing body who shall be responsible for and shall represent the municipality in transaction with the State Transportation Department pursuant to this act."

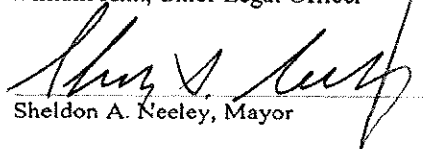
Mayor Sheldon A. Neeley recommends that Rodney McGaha be designated as the Street Administrator for the City of Flint;

IT IS RESOLVED, that the Flint City Council designates Rodney McGaha as Street Administrator for the City of Flint.

APPROVED AS TO FORM:



William Kim, Chief Legal Officer



Sheldon A. Neeley, Mayor

CITY COUNCIL:

FY22 – KRN

TODAY'S DATE: August 23, 2022

BID/PROPOSAL# N/A

AGENDA ITEM TITLE -- Designation of Street Administrator

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

VENDOR NAME:

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The purpose of this resolution is to designate Rodney McGaha as the Street Administrator. The Transportation Director holds this title. Per Act 51, this designation must take place and the Street Administrator is the person that signs the final report for Act 51.

FINANCIAL IMPLICATIONS:

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

DEPARTMENT HEAD SIGNATURE:

Michael J. Brown

Michael J. Brown, Director of Public Works



RESOLUTION NO.: 220438
PRESENTED: _____
ADOPTED: _____

**RESOLUTION APPROVING EMPLOYMENT AGREEMENT
FOR DAVINA DONAHUE AS INTERIM CITY CLERK**

On September 12, 2022, the City Council appointed Davina Donahue as interim City Clerk from October 1, 2022 through December 31, 2022.

A proposed employment agreement has been drafted and agreed to by Ms. Donahue, with an annual salary of \$70,817.76, paid at a hourly rate of \$34.047/hour, the same salary that was paid to retired City Clerk Inez Brown, whose position is being filled by Ms. Donahue on an interim basis.

IT IS RESOLVED that the appropriate City official is hereby authorized enter into an employment agreement with Ms. Donahue at the rate listed above, retroactive to the commencement of her employment as interim City Clerk on October 1, 2022.

For the City Council

APPROVED AS TO FORM:

William Kim, City Attorney