

# **City of Flint, Michigan**

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



## **Meeting Agenda - DRAFT**

**Wednesday, July 19, 2023**

**5:00 PM**

**DOME AUDITORIUM**

### **FINANCE COMMITTEE**

*Judy Priestley, Chairperson, Ward 4*

*Eric Mays, Ward 1  
Quincy Murphy, Ward 3  
Tonya Burns, Ward 6  
Dennis Pfeiffer, Ward 8*

*Ladel Lewis, Ward 2  
Jerri Winfrey-Carter, Ward 5  
VACANT, Ward 7  
Eva L. Worthing, Ward 9*

*Davina Donahue, City Clerk*

**ROLL CALL****REQUEST FOR CHANGES AND/OR ADDITIONS TO THE AGENDA****PUBLIC SPEAKING**

*Members of the public shall have no more than two (2) minutes to address the City Council on any subject. Only one speaking opportunity per speaker.*

**COUNCIL RESPONSE**

*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 (2) minutes.*

**CONSENT AGENDA**

*Per the amended Rules Governing Meetings of the Flint City Council (as adopted by the City Council on Monday, February 27, 2023), the Presiding Officer or Chair may request the adoption of a "Consent Agenda". After a motion to adopt a Consent Agenda is made and seconded, the Presiding Officer or Chair shall ask for separations. Any agenda item on a Consent Agenda shall be separated at the request of any Councilmember. After any separations, there is no debate on approving the Consent Agenda - it shall be voted on or adopted without objection.*

**RESOLUTIONS****230183      Contract Amendment/Grant Acceptance/Implementation/EGLE/Recycling Partnership, Inc./Priority Waste LLC**

Resolution resolving that the appropriate City officials are authorized to do all things necessary to accept and appropriate grant award funding, and upon final approval by EGLE, sign and abide by the terms and conditions of the grant award agreement from EGLE, in an amount not to exceed \$1,000,000.00, AND, resolving that the appropriate City officials are authorized to do all things necessary to accept and appropriate grant award funding from The Recycling Partnership, Inc. to support the purchase and distribution of recycling and trash carts in the amount of \$2,492,000.00, as well as in-kind services that are valued up to \$125,000.00 (associated goods and services) and a donation of resin valued at \$900,000.00 in support of recycling carts and trash carts, in the total aggregate amount (including grant and in-kind services) not to exceed \$3,517,000.00, AND, resolving that the appropriate City officials are authorized as signatories and representatives for all activities associated with the projects related to the grants listed, AND, resolving that the appropriate City Officials are authorized to execute an amendment to the contract with Priority Waste LLC. This amended contract will extend the contract through September 30, 2028 for an additional amount not to exceed \$28,570,233.15 and an aggregate amount of \$48,296,980.35 (\$6,722,407.80 pending adoption of the FY25 budget, \$6,722,407.80 pending adoption of the FY26 budget, \$6,722,407.80 pending adoption of the FY27 budget, \$6,722,407.80 pending adoption of the FY28

budget, \$1,680,601.95 pending adoption of the FY29 budget (July 1, 2028 - Sept. 30, 2028) with five (5) optional one-year contract extensions, with annual rate increases of 3%.

**230206** Flint Police Department/Additional Weekend Police Patrols

Resolution resolving that the appropriate City Officials are authorized to do all things necessary to fund overtime for current City of Flint Police officers for additional weekend patrols at various neighborhood hotspots, in the amount of \$300,000.00 to \$400,000.00, with said funding coming from ARPA dollars and/or the Fund Balance.

**230208** CO#5/Contract/Rowe, Inc./Comprehensive Zoning Services

Resolution resolving that City Officials are authorized to do all things necessary to enter into Change Order #5 to Contract 20-044 with Rowe Inc until June 30, 2024 and add \$90,000 to continue their provision of comprehensive zoning services with funds in the amount of \$30,000 available from account #101-701.000-801.000; and funds in the amount of \$60,000 to be made available from account #296-172.000-801.000 LCSCM-23-FRTA, for a total new contract amount of \$350,000.00.

**230209** CO#2/Weinstein Electric/Electrical Services

Resolution resolving that the Division of Purchases & Supplies is hereby authorized to issue a purchase order to Weinstein Electric for change order #2 for qualified electrician services, in the amount not to exceed \$70,000.00 and a total aggregate amount of \$494,832.00.

**230210** Metron-Farnier, LLC/Residential and Commercial Water Meters

Resolution resolving that the Proper City Officials, upon City Council's approval, are hereby authorized to issue a purchase order to Metron-Farnier, LLC for water meter purchases in an amount not to exceed \$400,000.00.

**230211** Ritz Safety Supplies/Speed Humps

Resolution resolving that the Division of Purchases & Supplies is hereby authorized to issue a purchase order to Ritz Safety Supplies for additional speed humps and associated hardware for the FY24 fiscal year in the amount not to exceed \$125,430.00.

**230212** Siemens Mobility, Inc./Eagle Signal Repair Parts and Supplies

Resolution resolving that the Division of Purchases & Supplies is hereby authorized to issue a purchase order to Siemens Mobility, Inc. for Eagle Signal parts for FY24, in the amount not to exceed \$200,000.00.

**230213** Greater Flint Health Coalition/Flint ReCAST Program Implementation

Resolution resolving that the appropriate City Officials are authorized to do all

things necessary to enter into a contract with Greater Flint Health Coalition in the amount not-to-exceed \$506,991.67 over the second 12-month period, September 30, 2022 through September 29, 2023.

**230214** Aldridge Trucking/Aggregates

Resolution resolving that the Division of Purchases & Supplies is authorized to issue purchase orders to Aldridge Trucking for various aggregates, in the FY24 amount not to exceed \$176,000.00 and a total two year aggregate amount of \$332,000.00.

**230215** William E. Walter/HVAC Services

Resolution resolving that the Division of Purchases & Supplies is hereby authorized to issue purchase orders to William E. Walter for HVAC services, in the amount not to exceed \$140,000.00.

**230216** Tyler Technologies/New World Systems

Resolution resolving that the proper City Officials, upon the City are authorized to enter into an agreement for standard software maintenance with Tyler Technologies New World System for the period July 1, 2023 through June 30, 2024, not to exceed \$78,028.72.

**230217** Jack Doheny Company/Vactor Repairs/Budget Amendment/Insurance Settlement Funds

Resolution resolving that that the Purchasing Division is hereby authorized to issue a purchase order to Jack Doheny Company in the amount of \$239,198.15 for Vactor #7406 repairs, AND, resolving that the appropriate officials are hereby authorized to do all things necessary to amend the FY2023 City of Flint budget by transferring insurance settlement funds in the amount of \$214,198.15 from the Insurance Fund #677 to Sewer Fund #590.

## **SPECIAL ORDERS/DISCUSSION ITEMS**

## **ADJOURNMENT**



230183

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

PRESENTED: JUN 12 2023

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

**RESOLUTION AUTHORIZING ACCEPTANCE OF GRANTS FROM EGLE AND THE  
RECYCLING PARTNERSHIP, INC, AND APPROVING AMENDING THE CONTRACT WITH  
PRIORITY WASTE LLC TO IMPLEMENT A CITY-WIDE RECYCLING CART PROGRAM**

The City of Flint, by its Department of Public Works, Transportation Division, has been preliminarily awarded a Recycling Infrastructure Grant, in the amount of \$1,000,000.00, for the procurement and distribution of recycling carts and educational materials from the State of Michigan's Department of Environment, Great Lakes, and Energy (EGLE);

Account Number	Account Name	Amount
TBD – Upon Final State Approval	Professional Services	\$1,000,000.00

The City of Flint, by its Department of Public Works, Transportation Division, has also been preliminarily awarded a Recycling Grant in the amount of \$2,492,000.00 to further support the procurement and distribution of recycling and trash carts, educational materials, and outreach efforts, from the Recycling Partnership, Inc. The Recycling Partnership, Inc., will also provide the City of Flint with projected in-kind services valued up to \$125,000.00, and resin valued at \$900,000.00 in support of recycling carts;

Account Number	Account Name	Amount
TBD – Upon Final State Approval	Professional Services	\$2,492,000.00

This Recycling Infrastructure Grant will be used 100% towards the cost of purchasing carts and educational material to be used for recycling in the City of Flint, and the Recycling Grant will be used 100% towards the cost of purchasing carts to be used for recycling and trash disposal in the City of Flint;

On September 7, 2021, City Council adopted Resolution #210367, authorizing the execution of a contract with Priority Waste LLC for waste collection services in the amount not to exceed \$19,726,747.20 over a three-year period. The current contract contains an option to extend the contract for an additional two years, at increased rates (\$6,973,520.47 in year 4 and \$7,183,467.00 year 5), for a total additional cost of \$14,156,987.47. A recycling cart program is outside the scope of the current contract with Priority Waste. To implement the use of these recycling and trash carts once they have been procured and distributed, the contract between the City and Priority Waste, LLC, will need to be amended to support this grant-funded cart program.

Priority Waste, LLC has agreed to extend the current contract until September 30, 2028 with all years after the third year to be billed at the at the third-year rate in their current contract (\$6,722,407.80), with five (5), one-year options to extend that contract beyond September 30, 2028 (covering FY29, FY30, FY31, FY32 and FY33) with annual rate increases of 3%. Funding will come from the following account:

Account Number	Account Name	Amount
226-528.201-801.000	Rubbish Collection Fund	\$ 6,722,407.80
	<b>GRAND TOTAL PER YEAR</b>	<b>\$ 6,722,407.80</b>

Mayor Sheldon A. Neeley recommends acceptance of the above-listed grant awards and amending the contract with Priority Waste to allow for implementation of the above-listed grant awards.

**IT IS RESOLVED**, that the appropriate City officials are authorized to do all things necessary to accept and appropriate grant award funding, and upon final approval by EGLE, sign and abide by the terms and conditions of the grant award agreement from EGLE, in an amount not to exceed \$1,000,000.00, and

**IT IS RESOLVED**, that the appropriate City officials are authorized to do all things necessary to accept and appropriate grant award funding from The Recycling Partnership, Inc. to support the purchase and distribution of recycling and trash carts in the amount of \$2,492,000.00, as well as in-kind services that are valued up to \$125,000.00 (associated goods and services) and a donation of resin valued at \$900,000.00 in support of recycling carts and trash carts, in the total aggregate amount (including grant and in-kind services) not to exceed \$3,517,000.00, and

**IT IS FURTHER RESOLVED** that the appropriate City officials are authorized as signatories and representatives for all activities associated with the projects related to the grants listed above.

**IT IS FURTHER RESOLVED** that the appropriate City Officials are authorized to execute an amendment to the contract with Priority Waste LLC. This amended contract will extend the contract through September 30, 2028 for an additional amount not to exceed \$28,570,233.15 and an aggregate amount of \$48,296,980.35 (\$6,722,407.80 pending adoption of the FY25 budget, \$6,722,407.80 pending adoption of the FY26 budget, \$6,722,407.80 pending adoption of the FY27 budget, \$6,722,407.80 pending adoption of the FY28 budget, \$1,680,601.95 pending adoption of the FY29 budget (July 1, 2028 – Sept. 30, 2028) with five (5) optional one-year contract extensions, with annual rate increases of 3%.

**FOR THE CITY OF FLINT:**

CLYDE D EDWARDS

CLYDE D EDWARDS (Jun 12, 2023 15:51 EDT)

Clyde Edwards, City Administrator

**APPROVED BY CITY COUNCIL:**

**APPROVED AS TO FORM:**

William Kim

William Kim (Jun 12, 2023 15:22 EDT)

William Kim  
City Attorney

**APPROVED AS TO FINANCE:**

Jane Mager

Jane Mager (Jun 12, 2023 15:08 EDT)

Jane Mager  
Acting Chief Finance Officer

**APPROVED AS TO PURCHASING:**

Christopher Mumby

Christopher Mumby,  
Interim Purchasing Manager



## CITY OF FLINT

### STAFF REVIEW FORM

**TODAY'S DATE:** June 12, 2023

**BID/PROPOSAL#** 21-592

**AGENDA ITEM TITLE:** Acceptance of two grants and extending the waste collection contract

**PREPARED BY** Kathryn Neumann, Transportation Administrative Support Technician

**VENDOR NAME:** EGLE/The Recycling Partnership/Priority Waste

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

The City of Flint has been preliminarily awarded two grants for City of Flint residents for the procurement and distribution of recycling and trash carts, educational materials and outreach efforts. To support the implementation of a cart program, the contract with Priority Waste, LLC will need to be amended to support this cart program. Priority Waste has agreed to extend the current contract until September 30, 2028 (with five (5) one year options to extend) and will lock in the pricing at the third year rate from June 30, 2024 through June 30, 2028. After that date, 3% increases will happen annually in fiscal years 29 – 33. In comparison, by keeping the flat rate, the total cost for FY25-28 will save the City of Flint over \$2.2 million dollars.

**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
Transp.	Professional services	226-528.201-801.000		\$ 6,722,407.80
		<b>GRAND TOTAL EACH YEAR</b>		<b>\$ 6,722,407.80</b>

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

**ACCOUNTING APPROVAL:** Kathryn Neumann Kathryn Neumann (Jun 12, 2023 14:34 EDT) **Date:** \_\_\_\_\_

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

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

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

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

**DEPARTMENT HEAD SIGNATURE:** Rodney McGaha Rodney McGaha (Jun 12, 2023 14:35 EDT)  
(Rodney McGaha, Director of Transportation)



## RECYCLING INFRASTRUCTURE GRANT AGREEMENT

### BETWEEN THE

### MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

### AND THE CITY OF FLINT

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Materials Management Division ("State"), and the **City of Flint** ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. Legislative appropriation of Funds for grant assistance is set forth in **Public Act No. 0166 of 2022**. This Agreement is subject to the terms and conditions specified herein.

#### **PROJECT INFORMATION:**

Project Name: City of Flint Cart Grant

Project #:

Amount of grant: \$1,000,000.00

% of grant state \$100 / % of grant federal 0

Amount of match: \$1,340,000.00 = 57 %

PROJECT TOTAL: \$2,340,000.00 (grant plus match)

Start Date (executed by EGLE): \_\_\_\_\_ End Date: 9/30/2024

#### **GRANTEE CONTACT INFORMATION:**

Name/Title: Heather Griffin, Waste Services Coordinator

Organization: City of Flint

Address: 1101 S. Saginaw Street

City, State, ZIP: Flint, MI, 48502

Phone Number: 810-410-1134

E-Mail Address: hgriffin@cityofflint.com

Grantee DUNS/UEI Number (Required for Federal Funding): 072780067

SIGMA Vendor Number:



**STATE'S CONTACT INFORMATION:**

Name/Title: Jeff Krcmarik/Recycling Specialist

Division/Bureau/Office: Materials Management Division

Address: 7953 Adobe Road.

City, State, ZIP: Kalamazoo, MI 49009

Phone Number: 269-615-2912

E-Mail Address: Krcmarikj@michigan.gov

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

**FOR THE GRANTEE:**

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Signature	Name/Title	Date
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**FOR THE STATE:**

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Signature	Elizabeth M. Browne, Director, MMD Name/Title <i>Elg</i> 10/25/22	Date
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## **I. PROJECT SCOPE**

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

## **II. AGREEMENT PERIOD**

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

## **III. CHANGES**

Any changes to this Agreement other than budget line-item revisions less than 15 percent of the budget line item shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

## **IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS**

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit quarterly financial and/or progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following

<b>Reporting Period</b>	<b>Due Date</b>
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 15*
October 1 – December 31	January 31

\*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee.

If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee must provide a draft final report 45 days prior to the end date of the agreement. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

(C) The Grantee must provide 2 copies of all products and deliverables in accordance with Appendix A.

## **V. GRANTEE RESPONSIBILITIES**

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

## **VI. USE OF MATERIAL**

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

## **VII. ASSIGNABILITY**

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

## **VIII. SUBCONTRACTS**

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

## **IX. NON-DISCRIMINATION**

The Grantee 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 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 covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, 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. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

## **X. UNFAIR LABOR PRACTICES**

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

## **XI. LIABILITY**

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

## **XII. CONFLICT OF INTEREST**

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

## **XIII. ANTI-LOBBYING**

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "'Lobbying' means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

## **XIV. DEBARMENT AND SUSPENSION**

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at [www.SAM.gov](http://www.SAM.gov) to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

## **XV. AUDIT AND ACCESS TO RECORDS**

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of [five] years after the final payment has been issued to the Grantee by the State.

## **XVI. INSURANCE**

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

## **XVII. OTHER SOURCES OF FUNDING**

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

## **XVIII. COMPENSATION**

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement, unless otherwise specified in Appendix A.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>).

(F) An amount equal to 5 percent of the grant award or \$50,000.00 will be withheld by the State until the project is completed in accordance with Section XIX, Closeout, and Appendix A.

(G) The Grantee is committed to the match percentage on page 1 of the Agreement, in accordance with Appendix A. The Grantee shall expend all local match committed to the project by the End Date on page 1 of the Agreement.

#### **XIX. CLOSEOUT**

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

#### **XX. CANCELLATION**

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

#### **XXI. TERMINATION**

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

## **XXII. IRAN SANCTIONS ACT**

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.



## **PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A GRANT PROJECT SCOPE**

The scope of this project is outlined in the Grantee's Project Summary, Workplan, Timeline, and Budget which is included in this Agreement in Appendix B. The grantee shall adhere to the budget, tasks, deliverables, and timeline identified in Appendix B.

### **GRANT REIMBURSEMENT PROCESS**

The Grantee is responsible for the payment of all eligible costs necessary to complete the project. The Grantee shall submit reimbursement requests to the State which specify the time period covered by the reimbursement request and the payments made by the Grantee during the time period. Grant reimbursements will be for up to 80 percent of the documented purchase expenditures, not to exceed the awarded grant amount, less a 5 percent retention amount that will be released upon approval of the final report. The final report is due six months after the infrastructure item(s) have been purchased, installed, and/or constructed, but no later than September 29, 2024. Grantees must agree to supply data related to the project for up to five years from the project end date as requested by EGLE.

All grants are paid through a reimbursement process. All grantees will submit proof of payment (i.e., canceled checks, ACH, wire transfer confirmations, bank statements, etc.) and proof of receipt of goods to EGLE proving that the vendor has been paid prior to receiving reimbursement from the grant program. Reimbursement must be requested in conjunction with required, quarterly progress reports. Total payment made to the Grantee by the State shall not exceed the amount identified in this grant agreement. Any costs associated with the project that exceed the awarded grant amount shall be the responsibility of the Grantee.

The Grantee is responsible for ensuring that all partner entities fulfill their commitments under the grant proposal.

The Grantee is responsible for ensuring that all products requiring reimbursement acknowledge that the project was supported in whole or in part by the EGLE Recycling Grant Program.

**RECAPTURE:** The Grantee is hereby notified and hereby acknowledges that the Grant is subject to recapture and that the Grantee will incur an obligation to repay the Grant (the "Recapture Obligation") immediately, in full, if:

- a. it fails to comply with the entirety of the grantee's grant application attached, including all budget, tasks and timeline;
- b. it sells, exchanges, or disposes of any equipment described in this Agreement without the Grantor's written approval; or
- c. the State of Michigan determines that there has been a default under the Agreement and seeks reimbursement.

In the event that the Grantee becomes liable for a Recapture Obligation, it shall satisfy the Recapture Obligation within the time specified in the written notice thereof to the Grantee by the Grantor.

The Grantee's obligation under this sub-section shall survive five years beyond the term of this Agreement.

## **REPORTING REQUIREMENTS**

The Grantee shall comply with all reporting requirements of the State during the Agreement Period. A reporting calendar can be found in Section IV of the boilerplate agreement language.

### **QUARTERLY REPORTS**

The Grantee shall submit the final quarterly status and financial report, including all supporting documentation for expenses, by September 29, 2024.

**Quarterly progress and financial reports must be submitted at least every three months during the Agreement Period, even if no funds were expended.** Provide the following narrative using the numbers and headings listed below:

#### **I. SUMMARY OF ACTIONS TAKEN DURING THE CURRENT PERIOD**

- A. Describe the tasks completed and how project funds were expended during the time period covered by the report. If no funds were expended during the current period, include a statement to that effect, along with an explanation and a description of tasks completed during the period.
- B. If any products were developed during the time period covered by the report, include a copy of the products with the report.

#### **II. SUMMARY OF ACCOMPLISHMENTS DURING THIS PERIOD**

- A. Goals and objectives as set forth in the grant application and grant contract. List the project's stated goals and objectives and describe how the project is meeting them.
- B. Additional project accomplishments not included in original project goals and objectives.
- C. Project data: Provide any data collected during the current period, as described in the grant application incorporated with this contract. Attach available documentation which supports the data. If the data provided covers a previous reporting period, specify the dates which the data is from.

#### **III. SUMMARY OF REMAINING ACTIONS TO BE TAKEN**

- A. Describe the remaining tasks to be completed and indicate whether or not these tasks will be completed within the approved project schedule. For tasks which will not be completed within the approved project schedule, discuss the reasons for the delay and provide the revised task completion date.

#### **IV. PROBLEMS ENCOUNTERED DURING THIS PERIOD**

- A. Identify any problems encountered during the current reporting period and explain how they were resolved. Describe the impact these problems have had or will have on project design, completion, and operations. If at any time the Grantee becomes aware that any materials collected or processed in association with grant purchases are being disposed, the Grantee must immediately notify EGLE and must document the issue in the next quarterly report.

The Grantee must also submit for EGLE review the steps that will be taken to address the issue and the expected timeframe for resolution.

## **V. ADDITIONAL COMMENTS**

A. Provide any additional comments relevant to the status of the project and its operations.

## **VI. FINANCIAL DOCUMENTATION**

A. Provide required documentation for funds expended during the reporting period, including proof of payment and proof of receipt of goods.

## ***FINAL PROJECT REPORT***

The purpose of the final project report is to provide the State with data on your project and a narrative discussion about your project, including an evaluation of the project to date. The final report is due six months after the infrastructure item(s) have been purchased and/or constructed, but no later than September 29, 2024. Retained funds will be forfeited by the Grantee if the final report is not accepted.

Identify the time period covered by the final project report. Provide the following narrative information using the numbers and headings listed below:

### **I. PROJECT DESCRIPTION**

A. Provide a description of the project funded.

- i. Provide a 4-5 sentence summary of the project.
- ii. Include any news articles and/or photographs as appropriate.
- iii. Include the date project operations began and a discussion of the current status of project operations.

B. List and explain the steps involved in completing the project, from planning through implementation to ongoing operations. Include the dates of major project activities and events.

C. List and discuss other entities (e.g., companies, nonprofit groups, local units of government) that played a role in planning and implementing the project and briefly describe their role. Describe any formal agreements that were entered into as a part of project implementation.

**II. PROJECT COSTS:** Provide the following information regarding costs required to implement the project:

A. Provide the dollar amounts and a description of all program related capital costs which have been incurred during the time period covered by this report. Identify the specific dates these costs were incurred.

B. For the time period covered by this report, provide the dollar amounts and a description of all additional costs (beyond match) required to complete the project. Identify the specific dates these costs were incurred.

- C. For the time period covered by this report, provide the dollar amount and a description of the costs needed to operate the project.
- D. Describe the funding mechanisms utilized to operate and maintain the project activities.

### **III. PROJECT EVALUATION**

- A. Goals and Objectives. Summarize each of the project's goals and objectives as stated in your original proposal. Discuss (in both narrative and numerical terms) how well you are meeting each goal and objective. For each goal or objective that is not being met, discuss why.
  - i. If the project goals and objectives have changed from those that were originally established, discuss how and why. Also, discuss how these changes have impacted the final project.
  - ii. Recovery/Access/Participation Goals: As a part of the above discussion of project goals and objectives, identify the increase in either volume collected (in tons or cubic yards per year) by material type, or geographical access/population served that the project is currently achieving. If the project is not meeting its goals, provide a discussion on why these goals are not being met. Also, indicate what steps you are taking in order to meet the stated goals in the future, and provide a timeframe for meeting these goals.
- B. Discuss any project accomplishments not included in the project's original goals and objectives.
- C. Discuss the economic impact the project has had on the local economy. Include information on new jobs created and sustained and any other relevant economic information.
- D. List and describe all significant problems encountered during project implementation, including any cost overruns, institutional barriers, local issues, etc. Describe how the problems were addressed and resolved. Describe any impact these problems had in project design, implementation and/or ongoing operations.
- E. Describe the most successful components of the project and explain why you think they are successful.
- F. Describe the least successful components of the project and explain why you think they are not successful.
- G. Lessons Learned. Discuss any conclusions you have made about the technical and economic feasibility of carrying out a similar project. Identify what you would do differently if you were to carry out a similar project, and why.
- H. Provide a description of the motivation for pursuing this grant opportunity and how the need for the project was identified.

### **IV. ADDITIONAL COMMENTS**

- A. Provide any additional information relevant to the status of the project and its operations.

I. Provide a description of opportunities that you may have identified after implementing this grant.

The quarterly and final project report must be signed by the authorized contact person for the project. Indicate any name, address, or telephone number changes for the contact person and/or the project.

Submit the quarterly and final project reports to the attention of the State's contact at the following email address: [EGLE-RecyclingGrant@michigan.gov](mailto:EGLE-RecyclingGrant@michigan.gov)

If you need this information in an alternate format, contact [EGLE-Accessibility@Michigan.gov](mailto:EGLE-Accessibility@Michigan.gov) or call 800-662-9278.

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This form and its contents are subject to the Freedom of Information Act and may be released to the public.

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**APPENDIX B  
WORKPLAN, TIMELINE, BUDGET**

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## WORKPLAN, TIMELINE, BUDGET

### PROJECT DESCRIPTION

The City of Flint will provide residents with recycling carts, giving all curbside customers an equal opportunity to recycle in the City.

The City of Flint has a contract with Priority Waste for the collection of curbside recyclables ending September 30, 2024. Priority Waste has agreed to transition to a cart-based recycling collection and the City of Flint anticipates including the funding for collection services through the end of the contraction agreement and beyond.

#### Work Plan and Timeline

Quarterly reports will be submitted according to the following schedule:

Reporting Period	Due Date
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 15*
October 1 – December 31	January 31

The final quarterly status and financial report, including all supporting documentation for expenses, will be submitted by September 29, 2024. The final report will be submitted six months after the infrastructure items have been deployed, but no later than September 29, 2024.

#### Responsible Party

- Cart order and deliver – Cart vendor with supervision by City Representative
- Public Facing, education, and outreach – City Representative with guidance from The Recycling Partnership
- Quarterly Reports – City Representative
- Assessment of program – City Representative, The Recycling Partnership Representative, Priority Waste & the MRF
- All facets of this project would be overseen by the Department of Public Works City Representative



**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY**

MATERIALS MANAGEMENT DIVISION - Recycling Unit

Recycling Grant

**FINANCIAL STATUS REPORT**

**Grantee / Vendor Name:** City of Flint

**Sigma Vendor Number:** \_\_\_\_\_

**Project Name:** Recycling Cart Implementation Program

**Grant Given Number:** \_\_\_\_\_

**Contract Date** From: 10/1/2022 To: 9/30/2024

**Contact Name:** Heather Griffin **Contact Number:** 810-410-1134

**Contact Email:** hgriffin@cityofflint.com

Task/Item	Task/Item Number	Amount
Recycling Carts @\$65/cart	36,000	\$ 2,340,000
<b>Task/Item Subtotal</b>		<b>\$ 2,340,000</b>
<b>INDIRECT BUDGET</b>		<b>Percentage</b>
		0% \$ -
<b>PROJECT BUDGET</b>		
<b>Total</b>	<b>2,340,000</b>	<b>\$ 2,340,000</b>
<b>MATCH BUDGET</b>		<b>Percentage</b>
<b>Total</b>	<b>57.26%</b>	<b>\$ 1,340,000</b>
<b>GRANT BUDGET</b>		
<b>Total</b>		<b>\$ 1,000,000</b>
<b>Retention Rate: 5% \$50,000</b>		





## **RECYCLING PARTNERSHIP GRANT AGREEMENT**

This Grant Agreement is hereby made and entered into on the last date of execution below (“Effective Date”), by and between The Recycling Partnership, Inc. (“The Partnership”) and the City of Flint, Michigan (“Grantee”), which are referred to collectively herein as the “Parties” and individually as a “Party.”

### **RECITALS**

WHEREAS, The Partnership is a tax-exempt organization under Section 501(a) of the Internal Revenue Code of 1986, as amended (“Code”), as an organization described in Code Section 501(c)(3) and is classified as a public charity described in Code Section 170(b)(1)(A)(vi);

WHEREAS, the purposes of The Partnership include furthering charitable and educational purposes within the meaning of Code Section 501(c)(3) by engaging in activities related to increasing recycling;

WHEREAS, the Grantee is a local government in the State of Michigan operating a public recycling program collecting residential recyclables from households within Grantee’s jurisdiction;

WHEREAS, the Grantee desires to further its provision of public recycling services by receiving grants and other distributions from The Partnership in order to support the project that is the subject of this Grant Agreement (the “Project”), including but not limited to, acquiring and distributing recycling carts to all eligible households within the Grantee’s jurisdiction to enhance the Grantee’s curbside recycling program (the “Cart Distribution”);

WHEREAS, households across the Grantee’s jurisdiction do not presently benefit from Grantee-provided waste receptacles, and because the Parties agree that the distribution of recycling carts to households that do not have standardized, publicly provided, waste receptacles creates an undesirable risk to recycling program performance and materials quality, thus the Project and the Cart Distribution will include acquiring and distributing waste carts to all eligible households in Grantee’s jurisdiction in addition to acquiring and distributing recycling carts, enabling Grantee to affect a fully modernized materials management collection system;

WHEREAS, the Cart Distribution is predicated on each of (i) that certain donation to The Partnership from a manufacturer of High Density Polyethylene (HDPE) Resin (the “Resin Donor”) of HDPE Resin (the “Resin Donation”) for delivery to that certain manufacturer of recycling and waste carts for the Project (the “Cart Manufacturer”); (ii) the Grantee or the entity acquiring carts on behalf of

the Grantee (hereafter “Cart Acquirer”) and the Cart Manufacturer entering into an agreement to produce recycling and waste carts for households in the Grantee’s jurisdiction (the “Cart Agreement”) for the Cart Distribution; and (iii) the Parties complying with their obligations hereunder;

WHEREAS, the terms of the Resin Donation make it conditioned on the Cart Acquirer and the Cart Manufacturer entering into the Cart Agreement so the Resin Donation can be completed and the Parties may undertake their respective obligations hereunder;

WHEREAS, the Parties agree that their respective obligations under the terms of this Grant Agreement are conditioned on (i) the Resin Donor making the Resin Donation; and (ii) the Cart Acquirer and the Cart Manufacturer promptly entering into the Cart Agreement; and

WHEREAS, the Parties further agree, as set out more fully in Paragraph 1 hereof, that if (i) the Resin Donor does not make the Resin Donation; or (ii) the Cart Agreement is not entered into promptly, as reasonably determined by The Partnership, The Partnership shall have no obligations hereunder and The Partnership may terminate this Grant Agreement pursuant to the terms of Section a of Attachment A.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereby agree as follows:

1. **Grant Agreement Documents; Entire Agreement:** This Grant Agreement consists of this document and its attachments: (a) Terms and Conditions (Attachment A), and (b) Work Plan (Attachment B). This Grant Agreement comprises the entire agreement between the Parties and supersedes any and all previous and contemporaneous agreements and representations, whether oral or written.
2. **Term:** This Grant Agreement shall be effective during the Grant Period, which begins on the Effective Date and ends on June 30, 2025 unless the Parties agree to amend this Grant Agreement as provided in Paragraph 8.
3. **Grantee’s Duties:** Subject to Paragraph 10 hereof, the Grantee shall take reasonable and appropriate steps to substantially complete the Work Plan as set out in Attachment B and under the conditions set forth in Attachment A.

**4. Duties of Partnership and Grantee:** The Partnership shall make cash grants to the Grantee in an amount not to exceed TWO MILLION FOUR HUNDRED NINETY-TWO THOUSAND DOLLARS (\$2,492,000) to support the purchase and distribution of recycling and waste carts and educational and outreach efforts with the goal of improving and enhancing the Grantee's residential curbside recycling program and modernizing Grantee's materials management system ("Cash Grants"). The details of the Cash Grants and the anticipated costs and expenditures associated with this Project are detailed in the Section g, Project Budget and Grant Funding, of Attachment B.

In addition to the Cash Grants, The Partnership shall also facilitate the delivery of the Resin Donation to the Cart Manufacturer in support of recycling and waste carts, which is described in Section f, Additional Donation in Support of Recycling Carts, of Attachment B, and the projected value of such donation is set out in Section g, Project Budget and Grant Funding, of Attachment B (hereafter, the "Additional Donation").

In further support of the City's public recycling effort, during the Grant Period The Partnership shall also provide the Grantee with access to resources, Partnership staff time, and other in-kind services with an estimated value of ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000). The purpose of these in-kind services is to support the Grantee's public recycling program through the provision of technical assistance and support for strategic planning, program assessment, and recycling education and outreach including graphic design customization. The amounts set forth below represent The Partnership's intended distribution of in-kind resources to the Grantee.

Description of In-Kind Resources from The Recycling Partnership	Projected Value
Access to Recycling Partnership educational campaign materials	Up to \$100,000
Dedicated technical assistance and outreach campaign design support from Partnership staff	Up to \$25,000
Total projected value of in-kind assistance and support	Up to \$125,000

In exchange for the Cash Grants made to the Grantee, the Additional Donation, and the provision of in-kind resources from The Partnership, the Grantee will commit staff time and resources for the planning and implementation of the Project, including finalizing which entity will act as the Cart Acquirer, enabling the Cart Acquirer to enter into the Cart Agreement with the Cart Manufacturer, producing and distributing educational materials, conducting recycling and waste program operations, supporting research and program analysis, and providing additional support as the Project requires in the Work Plan as set out in Attachment B, and under the conditions set forth in Attachment A.

A goal of the Project is that the combination of Cash Grants plus the Additional Donation from The Partnership in conjunction with potential grant funding from other sources, if any, such as those from the Michigan Department of Environment, Great Lakes and Energy, will collectively cover the full cost of Cart Distribution. Should the final cost of the Cart Distribution exceed the combined value of Cash

Grants plus the value of the Additional Donation plus the value of grants from other sources, if any, then the Parties agree to revisit plans for the Project as provided for in Paragraph 8 herein. Subject to Paragraph 10 hereof, the Grantee will take reasonable and appropriate steps to substantially complete the Work Plan in accordance with the Anticipated Implementation Timeline described in Section e of Attachment B.

**5. Distribution Provisions:** The Partnership shall distribute Cash Grants to the Grantee to reimburse the Grantee for actual allowable expenditures the Grantee has made or otherwise incurred during the Grant Period (collectively, "Allowable Expenditures" and individually, an "Allowable Expenditure"). An Allowable Expenditure is one associated with work performed or goods or services acquired to complete the Work Plan as set out in Attachment B as determined by The Partnership in its sole and absolute discretion. As provided in Section w, Vendors Paid on Behalf of Grantee, of Attachment A, with Grantee's prior written approval The Partnership may also make distributions of Cash Grants to vendors on behalf of Grantee to pay for goods and/or services in support of the Project, which may include but is not limited to the distribution of Cash Grants to the Cart Acquirer or the Cart Manufacturer. Cash Grants other than those paid to vendors as described above, excluding the final Cash Grant, shall be distributed to reimburse Grantee for Allowable Expenditures, and The Partnership shall make such distributions to the Grantee within thirty (30) days of receiving from the Grantee invoices prepared as described in Paragraph 6 hereof documenting Allowable Expenditures. Unless otherwise determined by The Partnership in its sole discretion, the total Cash Grants from The Partnership will not exceed ninety percent (90%) of reimbursable costs until the submittal of a final report ("Final Report") as defined in section u, Reporting and Additional Post Award Requirements, of Attachment A; the remaining ten percent (10%) of reimbursable expenses shall be paid upon Final Report submittal. As provided for in Section v, Reimbursement, of Attachment A, when distributing Cash Grants directly to vendors on behalf of the Grantee, The Partnership may, at its sole discretion, choose to waive the requirement to withhold ten percent (10%) of Cash Grants until Final Report submittal. Cash Grants may be distributed to the Grantee or to vendors on behalf of Grantee by check or direct deposit, as the Grantee and The Partnership shall mutually agree prior to the distribution of a Cash Grant. In addition to the distribution of Cash Grants, The Partnership shall work in good faith to facilitate the delivery of the Additional Donation to the Cart Manufacturer.

**6. Invoices:** As described in Section v, Reimbursement, of Attachment A, the Grantee shall submit reimbursement requests to The Partnership in the form of an invoice using a template provided by The Partnership. Except for invoices related to the vendors paid by The Partnership on behalf of the Grantee, all invoices submitted to The Partnership by the Grantee shall be accompanied by reasonable and appropriate evidence for The Partnership to determine the actual amounts paid by the Grantee for work and services associated with each Allowable Expenditure, and shall further be accompanied by

documentation that provides evidence of payment by the Grantee for each Allowable Expenditures submitted, which shall include copies of invoices for Allowable Expenditures for which the Grantee is seeking reimbursement. The Grantee's final invoices must be received by The Partnership with the Grantee's Final Report. In addition to supporting documentation, the Grantee shall provide a summary of the expenses paid by the Grantee in a table or spreadsheet outlining the expense, vendor, and the purpose of the expense. Upon delivery of such invoices and documentation, the Grantee will then be eligible for reimbursement of up to ninety percent (90%) of the amount of the Cash Grants to be provided by The Partnership for Allowable Expenditures with the final ten percent (10%) available as detailed in Paragraph 5 above.

**7. Grant Contacts:** Contacts for purposes of this Grant Agreement are set forth below.

<b>Primary Partnership Contact:</b>	<b>Secondary Partnership Contact:</b>	<b>Grantee Contact:</b>
Rob Taylor, Vice President of Grants and Community Development Telephone: (919) 777-3964 Email: rtaylor@recyclingpartnership.org	Craig Wittig, Vice President of Grant Implementation and Community Engagement Telephone: (919) 830-0547 Email: cwittig@recyclingpartnership.org	Heather Griffin, Waste Services Coordinator Department of Public Works Telephone: (810) 766-7135 x 2605 Email: hgriffin@cityofflint.com

**8. Amendments and Changes to Cash Grants Amount:** This Grant Agreement may be amended in a writing signed by the Parties. Notwithstanding the foregoing, the amount of Cash Grants may be increased or decreased in a writing signed by an authorized person of the Grantee and a primary or secondary contact of The Partnership set out in Paragraph 7 hereof.

**9. Signature Warranty:** Each of the undersigned represents and warrants that he or she is authorized to execute this Grant Agreement.

**10. Appropriations Limitation:** All expenditures and other performance by the Grantee under this Grant Agreement are subject to appropriations by the City Council of the Grantee. Consequently, this Grant Agreement shall bind the Grantee only to the extent the Grantee appropriates sufficient funds for the Grantee to perform its obligations hereunder.

*[signature page follows]*

The Parties have executed this Grant Agreement as of the Effective Date.

THE RECYCLING PARTNERSHIP, INC.

By: \_\_\_\_\_

Keefe Harrison  
Chief Executive Officer

Date: \_\_\_\_\_

CITY OF FLINT, MICHIGAN

By: \_\_\_\_\_

Honorable Sheldon Neeley  
Mayor, City of Flint

Date: \_\_\_\_\_

Approved as to Form

By:  \_\_\_\_\_

William Kim, City Attorney

**Attachment A: Terms and Conditions**

- a. Termination:** Either Party may terminate this Grant Agreement in writing with thirty (30) days' notice to the other Party. If the Grantee fails to substantially fulfill its obligations under this Grant Agreement in a timely and proper manner, The Partnership may provide written notice to the Grantee of its intent to terminate this Grant Agreement. Such notice shall specify the reasons for termination and allow the Grantee thirty (30) days to mitigate any specified reasons. If the Grantee fails to cure, as determined by The Partnership in its sole discretion, The Partnership may terminate this Grant Agreement by giving written notice to the Grantee of such termination and the effective date of such termination. In such event, the Grantee, or vendors paid on behalf of Grantee, may receive Cash Grants equal to the total amount of actual Allowable Expenditures paid or entered into in good faith and subject to the other terms and conditions of this Grant Agreement that were incurred by the Grantee prior to receipt of a notice of termination from The Partnership and submitted for reimbursement within thirty (30) days of such receipt date in accordance with Paragraphs 5 and 6 of this Grant Agreement.
- b. Notices:** All notices required by the terms of this Grant Agreement to be sent to The Partnership must be delivered by email with a read receipt requested to The Partnership's primary and secondary contacts set out in Paragraph 7 hereof. All notices required by the terms of this Grant Agreement to be sent to the Grantee must be delivered by email with a read receipt requested to the Grantee's contact set out in Paragraph 7 hereof.
- c. Recycled Paper:** The Partnership encourages the Grantee, if cost effective, to have all publications produced as a result of this Grant Agreement be printed double-sided on recycled-content paper with minimal thirty percent (30%) post-consumer recycled content.
- d. Lobbying:** The Grantee shall not use or appropriate any Cash Grant to carry on propaganda or otherwise attempt to influence legislation.
- e. Compliance with Work Plan:** The Grantee shall substantially adhere to the timeline and objectives detailed in the Work Plan as set out in Attachment B and strive to make sufficient progress toward fulfilling such timeline and objectives.
- f. Extensions:** The Partnership may grant extensions of time for the Grantee to perform its obligations hereunder, but such extensions are not guaranteed. If the Grantee desires an extension, the Grantee shall submit a written request to the The Partnership's primary and secondary contacts set out in Paragraph 7 hereof at least sixty (60) days prior to the due date of an obligation.
- g. Retroactive Costs:** Costs incurred before the Grant Period are not eligible for reimbursement



unless approved in writing by The Partnership's primary or secondary contacts as set out in Paragraph 7 hereof.

**h. Travel Expenses:** Cash Grants from The Partnership may not be used for travel expenses without prior written approval from The Partnership's primary or secondary contacts as set out in Paragraph 7 hereof.

**i. Technical Assistance:** The Grantee agrees to work with The Partnership during the design, implementation, and monitoring of the program improvements, both educational and operational, during the Grant Period.

**j. Collection Frequency:** The Grantee must provide residents with a recycling program under which recyclables are collected on a weekly or every other week basis. Collection frequency impacts cart size as follows:

- Weekly collection of recyclables: minimum of 64+ gallon recycling cart is required.
- Every other week collection of recyclables: 93+ gallon recycling cart size is required.

The Grantee, or the Cart Acquirer acting on behalf of the Grantee, at Grantee's discretion, may distribute recycling carts that are smaller than required above but such carts will not be eligible for grant funding. These requirements are not intended to constrain Grantee's ability to distribute waste cart of different sizes.

**k. Cart Distribution:** The Grantee, or the Cart Acquirer acting on behalf of the Grantee, must distribute first-time carts for recycling and waste collection free of additional charge to residents beyond Grantee's standard monthly utility rate for waste and recycling services, if any, and in accordance with existing policies and procedures of the Grantee. Grant funding is limited to supporting the distribution of one (1) recycling cart and one (1) waste cart to each eligible household. This requirement is not intended to limit the Grantee's ability to charge residents for replacement carts and/ or to limit the Grantee's ability to charge for additional carts beyond the first-time / initial recycling and waste carts that were distributed at no charge.

**l. RFID (Radio Frequency Identification) Tags:** The Grantee, or the Cart Acquirer acting on behalf of the Grantee, must acquire and distribute recycling and waste carts with embedded RFID tags.

**m. Recycled Content Requirement:** The Grantee, or the Cart Acquirer acting on behalf of the Grantee, must acquire and distribute recycling and waste carts that have been manufactured with a minimum of five percent (5%) residential post-consumer recycled plastic content based on the weight of

the entire mass of the body, lid, and wheels of the recycling cart. To qualify as residential post-consumer content, the reclaimed plastic must have been generated by a household and collected for recycling by a curbside or drop-off recycling program. This recycled content requirement cannot be met through the use of post-industrial plastics or plastic sourced from end-of-life carts or bins.

**n. Material Collection and Management of Recyclable Materials:** The Grantee shall provide The Partnership a listing of the materials currently accepted for recycling by Grantee's program. After a review by The Partnership of recycling materials already accepted by the Grantee, the Grantee shall work with its Materials Recovery Facility ("MRF"), hauler (if applicable) and The Partnership and/or a contractor hired at The Partnership's expense to evaluate the current mix of recycling materials collected residentially and consider the inclusion of other recyclable materials as appropriate in curbside collection.

The Parties agree that recyclable materials meeting reasonable contamination standards established by the Grantee and the MRF operator processing Grantee's recyclables that are collected for recycling by the program benefitted by Cash Grants and Additional Donation made pursuant to this Grant Agreement will be delivered to a reputable processor for recycling and recovery. The Grantee shall work in good faith with The Partnership to address any issues related to the recycling and/or recovery of such materials with the goal that properly prepared recyclable materials collected by the Grantee's program will be managed responsibly.

**o. Educational Best Practices:** When working with communities that are distributing recycling carts The Partnership utilizes a behavior change approach to recycling education that consists of three main components. The key three (3) behavior change educational components include: 1) a direct-to-resident information card/hanger informing them that recycling carts are coming; 2) a kit of information delivered with the recycling cart, which includes an acceptable materials information card/magnet/sticker, an introductory letter, service calendar, etc.; and 3) a plan for the use of oops/congrats tags or other anti-contamination strategies to reinforce correct recycling behavior after carts have been delivered. At a minimum, The Partnership requires that the Grantee procure, distribute and employ these three (3) key components unless otherwise agreed in writing by the Parties. To support an effective campaign, The Partnership encourages the Grantee to select at least two (2) additional awareness communication components, such as digital and/or print advertisements, festival/event kit, billboards, truck signage, etc. Finally, The Partnership requires the Grantee to update its website to communicate the basics of the cart roll out to its citizens and community and that such website include at a minimum a listing of acceptable materials and how to get additional information about the recycling collection schedule.

**p. Publicity and Press Events:** The Grantee may make information regarding this Grant Agreement and the associated Project public at any time after this Grant Agreement is fully executed and in a manner which it deems appropriate. This requirement is not intended to limit or otherwise restrict the Grantee's public information obligations or requirements and is instead intended to allow the Parties to coordinate public announcements about the Project. The Grantee agrees to cooperate with reasonable efforts by The Partnership to publicize the grant, including, but not limited to designating a suitable representative to appear on behalf of the Grantee at publicity events, providing relevant and pertinent information to include in press releases and distributions, and responding as appropriate to relevant and pertinent press inquiries. The Partnership agrees to give reasonable notice to the Grantee's Grant Contacts regarding any such publicity / press events.

**q. Graphic Design Edits:** The Partnership will work with the Grantee to customize educational materials to fit the needs of the Grantee's campaign in accordance with the timeline established by the Parties. The Grantee must give at least five (5) days' notice for any edits or changes to educational materials that are to be conducted by The Partnership. If the Grantee uses a third-party service provider for the design of education and outreach materials, The Partnership will cooperate with the third-party service provider by providing access to Partnership tools, artwork, and images for use by such third-party provider. The Partnership will not, however, provide customized design services to such a third-party service provider. The Partnership will work with the Grantee on campaign materials and will provide two (2) rounds of edits to the graphic design of these materials. Additional rounds of editing on graphic design materials may be provided by mutual agreement between the Parties. The Project timeline may be delayed if there are approval delays during the two rounds of edits. This may result in the extension of the deadline of Project completion. It is a best practice to have one Grantee staff member serve as the point of contact for the Grantee and collect all approvals and edits to educational materials to deliver to The Partnership for graphic design completion. Print buying and approvals are the sole responsibility of the Grantee unless otherwise agreed by the Parties.

**r. Logo Usage:** The Grantee shall use The Partnership logo with the phrase "Funded in part by" on all education materials associated with the Project unless otherwise agreed by the Parties or prohibited by law. When a Partnership project is funded by one or more other funders, then, in addition to The Partnership logo, such funders may also need to be acknowledged by the Grantee in communications materials with the "Funded in part by" language, and the use of one or more funder logos may be requested, with the final acknowledgment to be developed by mutual agreement between the Parties. Prior to finalization, The Partnership requires proof review of any campaign materials developed by the Grantee or a third party that uses campaign images, graphics or logos of The Partnership and any of its funders. Upon presentation of materials for review, The Partnership agrees to review proofs and provide feedback within five (5) business days, or it shall lose the right to require the use of The Partnership

logo, and the logos of any of its funders and associated use of the “Funded in part by” phrasing. The Partnership understands that under no circumstances may the Grantee appear to be endorsing or advertising on behalf of a private business.

**s. Compliance with Patent, Trademark and Copyright Laws:** The Parties agree that all work performed under this Grant Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations, and codes. The Parties further agree that neither will use any protected patent, trademark, or copyright in performance of their respective work unless a Party has obtained proper permission and all releases and other necessary documents.

**t. Electronic Signatures and Electronic Records:** The Partnership consents to the use of electronic signatures by the Grantee. This Grant Agreement, and any other documents requiring a signature that are related to this Grant Agreement, may be signed electronically by the Grantee in the manner specified by the Grantee. The Parties agree not to deny the legal effect or enforceability of this Grant Agreement or any document related thereto solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Grant Agreement or any document related thereto in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**u. Reporting and Additional Post-Award Requirements:** The Grantee shall comply with reporting requirements, including:

- The Grantee shall provide The Partnership, within fifteen (15) days of the Effective Date, a notice as set out in section b hereof with the Grantee’s employer identification number, as that term is defined in Treasury Regulations section 301.7701-12, and was assigned to the Grantee by the Internal Revenue Service pursuant to (i) Section 6011(b) of the Code, (ii) corresponding provisions of prior law, or (iii) Section 6109 of the Code, and which consists of nine digits separated by a hyphen in the following format: 00-0000000.
- In order to establish a baseline for measurement of Project success, the Grantee shall provide The Partnership with monthly waste and recycling tonnage data for a period consisting of at least the twelve (12) month period immediately before the Project is initiated. If such data is not available, then Grantee agrees to work with The Partnership to help develop estimates for waste and recycling tonnage data for the baseline period.
- The Grantee shall deliver to The Partnership monthly waste and recycling data reports on a quarterly basis for the later of (i) through the end of the Grant Period as defined in Paragraph 2 of this Grant Agreement and (ii) one (1) calendar year beyond the date of the full implementation of the Project. Such reports shall be submitted electronically to The Partnership via a reporting system and format

established by The Partnership.

- The Grantee shall establish an account with the Municipal Measurement Program (“MMP”) system for annual reporting. Reporting in the MMP system is free and involves entering annual tonnage data and answering questions about waste and recycling programs and services through a web-based analytical tool. The Grantee, upon finalization of this Grant Agreement, shall submit waste and recycling data about their most recently completed annual period into the MMP system, and to aid in the tracking of the long-term impacts of the work conducted, the Grantee commits to reporting annually in the MMP system for five (5) years following the term of this Grant Agreement.
- The Grantee shall submit to The Partnership for review a draft Final Report at least thirty (30) days prior to the end of the Grant Period. The Partnership will provide the required format for the Final Report and will provide feedback to the Grantee about the draft Final Report, including necessary changes and points of clarification, within fourteen (14) days of receipt of the draft Final Report, and a fully reviewed and finalized Final Report is required to be submitted within sixty (60) days of the end of the Grant Period.
- The Grantee or the Cart Acquirer should Grantee not act as the Cart Acquirer itself shall submit to The Partnership documentation from the Cart Manufacturer providing assurance that the recycling carts purchased with the assistance of Cash Grants have been manufactured with a minimum of five percent (5%) residential post-consumer recycled plastic content meeting the standard described in Section m, Recycled Content Requirement.
- Additional reporting requirements may be included in Work Plan set out in Attachment B.

v. **Reimbursement:** Other than Cash Grants paid directly by The Partnership to vendors on behalf of the Grantee as provided for in Section w, Vendors Paid on Behalf of Grantee, of Attachment A, Cash Grants will be distributed by The Partnership on a reimbursement basis as set out in Paragraph 5 of this Grant Agreement. When seeking reimbursement for grant related expenditures, the Grantee must utilize the format provided by The Partnership. When submitting reimbursement requests, the Grantee must include a copy of any invoices or receipts for which the Grantee seeks reimbursement from The Partnership. Each invoice should be accompanied by associated proof that the Grantee paid the invoice in question. Acceptable proof of payment includes copies of canceled checks or Grantee finance system reports showing that payment was made.

The Partnership shall reimburse the Grantee for actual Allowable Expenditures with The Partnership retaining ten percent (10%) of the amount of the Cash Grants until all grant-related activities are completed and all reports are received and accepted. The remaining ten percent (10%) of reimbursable expenses shall be paid upon completion of a satisfactory Final Report as described in Section u, Reporting and Additional Post-Award Requirements. At its sole discretion, when paying vendors directly on behalf of the Grantee, The Partnership may choose to distribute up to one hundred percent

(100%) of Cash Grants without retaining the ten percent (10%) of Cash Grants that would otherwise be held until the completion of a satisfactory Final Report.

The Partnership may withhold making Cash Grants if the Grantee does not meet its reporting obligations as set out in Section u, Reporting and Additional Post-Award Requirements.

w. **Vendors Paid on Behalf of Grantee:** The Partnership may, in its sole discretion, and with written permission of the Grantee, distribute Cash Grants directly to vendors on behalf of the Grantee for the purpose of securing goods and/or services in support of the Project which can include payments to the Cart Acquirer should Grantee not act as the Cart Acquirer itself. Such vendors may include the Grantee of Cart Acquirer-selected Cart Manufacturer and/or other vendors hired on behalf of the Grantee to provide various goods and services including but not limited to recycling and waste carts, recycling and waste cart distribution, education and outreach activities, and measurement activities, if any, supporting the Project. Should The Partnership distribute Cash Grants directly to the Cart Acquirer or the Cart Manufacturer on behalf of the Grantee, the title to the carts shall be with Grantee as provided for under the terms and conditions of the Cart Agreement. No vendor paid on behalf of the Grantee may be an employee of the Grantee or an entity controlled by an employee of the Grantee or members of his or her family. If The Partnership pays vendors on behalf of the Grantee, The Partnership shall notify the Grantee in writing of its intent to distribute Cash Grants to vendors and shall include the Grantee in the process to integrate the goods or services to be provided by such vendors into the Work Plan as outlined in Attachment B. Such vendors shall (i) provide evidence of commercially reasonable insurance for the services provided and (ii) indemnify and hold harmless The Partnership and the Grantee for third party and other claims related to the goods and services provided, each under such terms and conditions as determined by The Partnership in its sole discretion.

**[The balance of this page is intentionally left blank.]**

**Attachment B: Work Plan**

**a. Background:** The Grantee currently operates a public curbside recycling program with collection and transportation of recyclable materials provided by a Grantee-hired collection contractor. This same contractor also collects residential waste in Grantee's jurisdiction. The Grantee's recycling program provides recycling collection on a weekly basis. Grantee's jurisdiction includes approximately 36,000 households eligible for curbside recycling and waste collection. To participate in the curbside recycling or waste collection programs, eligible households must currently purchase and provide their own recycling bin and/or waste receptacles. Grantee's curbside recycling contractor is responsible for procuring materials processing services and the materials collected by the Grantee's curbside recycling program are currently delivered to a MRF operated by the Southeastern Oakland County Resource Recovery Authority (SOCRRA) in Oakland County, Michigan. Grantee staff estimate that its curbside recycling program collected approximately 625 tons of recyclables during the 2021 calendar year.

In an effort to modernize its curbside recycling program, the Grantee intends to implement a cart-based curbside recycling collection system to serve all of the approximately 36,000 eligible households in its jurisdiction. Curbside recycling will continue to be collected on a weekly basis by the Grantee-hired collection vendor. The purpose of this grant is to support the Grantee's implementation of cart-based curbside recycling in 2023.

**b. Project Description:** With the support of Cash Grants, the Additional Donation, and assistance from The Partnership, the Grantee will distribute recycling and waste carts to all eligible households within its jurisdiction to implement cart-based curbside recycling and waste collection services. The Grantee will work in good faith with The Partnership to determine who shall act as the Cart Acquirer and shall support the acquisition of recycling and waste carts by providing the Cart Manufacturer with a list of addresses for households within Grantee's jurisdiction that are to receive recycling and waste carts during the Cart Distribution. Regardless of which entity acts as the Cart Acquirer, the title to the recycling and waste carts acquired with the benefit of Cash Grants and the Additional Donation shall be with the Grantee. Recycling carts and recycling collection will be automatically available to eligible households. The Grantee, or the Cart Acquirer, will distribute recycling carts and waste carts that are at least ~65 gallons in volume with the goal of providing each eligible household with one (1) recycling cart and one (1) waste cart. Grantee will broadly adopt a uniformly sized recycling and waste cart as the standard while reasonably accommodating those households and citizens with special needs. In addition, with support from The Partnership, the Grantee will implement a jurisdiction-wide education and outreach campaign to support its curbside recycling program.

**c. Measurement Plan:** The Grantee will implement a system for tracking the number of households eligible to receive curbside recycling service along with the number of households that have

been issued a recycling cart and a waste cart. As possible, the Grantee will work with its staff and with curbside recycling collection contractor to measure the curbside recycling set out rate for each of the recycling routes serving its jurisdiction, and as this data is available the Grantee shall share it with The Partnership. The Grantee will also implement a system for tracking monthly tonnage of municipal solid waste and curbside recyclables collected by its curbside waste and recycling programs with the particular goal of measuring waste and recyclables generated by and collected from curbside recycling eligible households. Required reports transmitting the number of households receiving curbside recycling services, monthly tonnage data and other Project elements will be provided to The Partnership as outlined in Section u, Reporting and Additional Post-Award Requirements, of Attachment A.

To the degree possible and as opportunities arise and resources allow, the Grantee will also work with The Partnership, the Grantee's collection contractor, and the MRF operator processing Grantee's recyclables to evaluate contamination and capture rates of recovered materials and this data will be shared with The Partnership as it becomes available. It is further possible, but not required, that The Partnership may present the Grantee with the opportunity to collaborate in a Partnership-funded study to assess pre and/or post implementation capture rates for individual recyclable materials. Such a study, if conducted, will be planned in collaboration with the Grantee, and the Grantee will have access to results of such study.

**d. Public Outreach Plan:** The Grantee will work closely with The Partnership to develop and implement an effective education and outreach campaign in support of the Grantee's curbside recycling program utilizing the approach outlined in Section o, Educational Best Practices, of Attachment A. Technical support will be provided by The Partnership as set out in this Grant Agreement. The Grantee will partner closely with The Partnership to maximize the educational efforts and materials developed during this campaign.

This educational effort will focus on educating residents about how to utilize carts for recycling and waste collection and will also work to ensure that residents are informed of what is acceptable and not acceptable in the recycling carts. A heavy emphasis of this campaign will be related to how to prepare materials for recycling collection and ensuring that residents know their recycling collection schedule and service day. The educational effort will target all curbside recycling households in the Grantee's service jurisdiction and will at a minimum utilize the following supporting tools:

- Direct to resident "Carts are Coming" informational mailers for all curbside recycling eligible households;
- A packet of information about recycling to be delivered with the cart to all households receiving a recycling cart; and
- The implementation of anti-contamination strategies, as needed, to reinforce correct recycling behavior.



In addition, and as agreed upon by the Parties, outreach efforts may be expanded to include one or more of the following outreach elements:

- Public activation event to drive citizen engagement in recycling;
- Social media boosting;
- Paid advertisements; and/or
- Other strategies determined effective by the Parties.

**e. Anticipated Implementation Timeline:** The Parties agree to develop and maintain a detailed timeline providing milestones in the implementation of the Project. The anticipated key dates are as follows:

- June 15, 2023 – Target date for the Parties to finalize the decision about which entity shall act as the Cart Acquirer and for the Cart Acquirer to launch procurement cart process.
- October 1, 2023 – Initiate planning for recycling education and outreach campaign and support the planning by Grantee for the implementation of cart-based recycling and waste collection services.
- January 8, 2024 – Begin public-facing education and outreach efforts to support the distribution of recycling and waste carts and the launch of cart-based curbside recycling and waste collection services.
- February 12, 2024 – Begin distribution of recycling and waste carts and information packets to all eligible households and initiate the collection of cart-based curbside recycling and waste as Grantee's residents receive recycling and waste carts.
- April 1, 2024 – Complete jurisdiction-wide distribution of recycling and waste carts and information packets to all eligible households and begin efforts to reinforce proper recycling behavior through anti-contamination strategies.

The Parties acknowledge the difficulty of predicting the specific dates for implementation of the various elements of this Project. With this in mind the above dates are intended as milestones, and with the understanding that if unanticipated changes or delays in the above schedule occur, then the Parties agree to revisit the timeline and adjust it as necessary to pursue the successful implementation of the Project as described in Section b, Project Description, above. In addition, and as necessary, the Parties may modify the Grant Period as set out in Paragraph 2 of this Grant Agreement.

**f. Additional Donation in Support of Recycling Carts:** The Partnership has collaborated with the Resin Donor to secure the Resin Donation and the further contribution of other goods and services, if any, that will result in the cost-efficient procurement of the recycling and waste carts for eligible households within Grantee's jurisdiction. The Resin Donor has made pledges to The Partnership to make such contributions to The Partnership, which are conditioned on the Grantee or the Cart Acquirer

accordingly entering into the Cart Agreement with the Cart Manufacturer, and The Partnership has determined it appropriate to facilitate the Resin Donation to the Cart Manufacturer for the benefit of the Grantee. The estimated value of the Additional Donation is set out in Section g, Project Budget and Grant Funding, below. The use of the Additional Donation is limited to supporting those recycling and waste carts to be distributed under this Grant Agreement and the Grantee or the Cart Acquirer accordingly is responsible for any applicable sales, use or other taxes, if any, owed in connection with the purchase of the recycling carts.

**g. Project Budget and Grant Funding:** The amounts set forth in the tables below represent The Partnership's intended distribution of Cash Grants and the Additional Donation. The budget for Cash Grants as illustrated in Table 1 below assumes the provision of recycling carts, waste carts and supportive education and outreach to all curbside recycling eligible households in the Grantee's jurisdiction, and the payment of Cash Grants is dependent on the Grantee or the Cart Acquirer acquiring and delivering qualifying recycling carts, waste carts and education and outreach to households throughout the Grantee's jurisdiction. The figures reflected in Table 2 are intended to represent the estimated cash value of the Additional Donation and this estimate is provided to solely for the purpose of offering the Grantee a sense of the savings that may be realized by the Grantee or the Cart Acquirer during the purchase of qualified recycling and waste carts as a result of the Additional Donation. Qualified recycling and waste carts as used herein means those carts that meet the conditions defined in Sections j, k, l and m of Attachment A ("Qualified Carts"). Cash Grants paid for Qualified Carts will be limited to paying for one (1) cart for waste and one (1) cart for recycling per eligible household and, as agreed to by the Parties, may also include a predetermined number of additional of waste and recycling carts for inventory. The Grantee or the Cart Acquirer accordingly may provide households with more than one (1) recycling or waste cart, but in such instances Cash Grants shall only be available for one (1) recycling or waste cart per household. The amounts set forth in Table 1 below represent The Partnership's intended distribution of Cash Grants to or on behalf of the Grantee:

Table 1 – Intended Distribution of Cash Grants		
Grant Element	Description	Grant Amount
Recycling Carts	Cash Grants to support the purchase and distribution of approximately thirty-six thousand (36,000) Qualified Carts for recycling and thirty-six thousand (36,000) Qualified Carts for waste to all eligible households in Grantee's jurisdiction for automatic weekly curbside recycling collection of both waste and recyclables.	\$2,420,000
Education and Outreach Support	Cash Grants, if any, to support the implementation of a recycling education and outreach campaign in support of the Cart Distribution and the initiation of cart-based curbside recycling in Grantee's jurisdiction.	\$72,000
Total		\$2,492,000

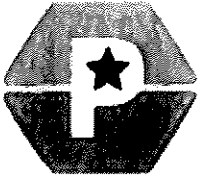
The Parties agree to work collaboratively to develop and maintain a detailed budget that outlines individual expense items under the broad grant element categories outlined in Table 1. The Partnership

shall provide Grantee with information and/or documentation validating expenditure of Cash Grants paid directly to vendors by The Partnership as allowed for in Section w, Vendors Paid on Behalf of Grantee, of Attachment A.

Table 2 – Additional Donation		
Donation Element	Description	Anticipated Value
Resin Donation and associated goods and services in support of Recycling Carts	Donation of Resin, goods and services to support the purchase and distribution of Qualified Recycling Carts to all curbside-recycling eligible households within Grantee's jurisdiction. The value of the Additional Donation is projected to be realized as a reduction in price of the recycling carts provided to Grantee or the Cart Acquirer accordingly by the Cart Manufacturer.	\$900,000

As indicated in Paragraph 4, a goal of the Project is that the combination of Cash Grants plus the Additional Donation from The Partnership in conjunction with potential grant funding from other sources, if any, such as those from the Michigan Department of Environment, Great Lakes and Energy, will collectively cover the full cost of Cart Distribution. All costs associated with implementation of the Project beyond the direct grant funding and the Additional Donation as described herein will be the responsibility of the Grantee.

It is understood by the Parties that Cash Grants may be combined with local funding as well as grant funding from other sources to purchase and distribute recycling and waste carts and recycling outreach. It is also understood by the Parties that actual expenses may vary depending on a variety of factors, including the number of Qualified Carts acquired for waste and recycling collection, the actual expenses associated with the Grantee's education and outreach effort, and the value of the Additional Donation including the value of other in-kind contributions from the Resin Donor and/or the Cart Manufacturer, if any. Upon mutual written agreement of the Parties, the final allocation of Cash Grants may be adjusted between expense categories. The actual amount of Cash Grants will be based on actual reimbursable expenditures as outlined in Section v, Reimbursement, of Attachment A, and the total amount of Cash Grants shall not exceed the amount specified in Paragraph 4 of this Grant Agreement. Any Cash Grants to the Grantee are subject to the requirements set out in Paragraph 10 of this Grant Agreement. The Grantee shall only invoice and receive reimbursement for actual Allowable Expenditures incurred.



# PRIORITY waste

## **TAB 11 – ADDITIONAL REQUESTS**

### **Residential Permits for Waste Disposal**

We will provide a safer alternative to the resident of Flint to dispose up to 1 ton of waste annually. The individual residents will be able to bring materials to our yard in Flint. By bringing the materials to our yard, they will avoid the hazards of a landfill and the potential damage to their cars, their tires, etc. They will not need a permit and they will be able to come to our facility every first Monday of a month, year-round. This property is inside the City of Flint on Consumers Drive.

### **Converting to a Cart Program**

Priority Waste is open to discussing with the City of Flint a transitional plan to convert both trash and recycling to a cart program. The requirements would be a longer guaranteed term contract. As the RFP is written and designed, waste or recycling carts can be purchased by any resident. We offer 96 gallon trash and 65 gallon recycling carts.



Heather Griffin &lt;hgriffin@cityofflint.com&gt;

**CONFIDENTIAL: Waste Contract Proposal**

13 messages

Heather Griffin &lt;hgriffin@cityofflint.com&gt;

To: Sheldon Neeley <saneley@cityofflint.com>, Clyde Edwards <cedwards@cityofflint.com>, Rod McGaha <rmcgaha@cityofflint.com>, Wilfred Brown <wfbrown@cityofflint.com>  
 Cc: Joseph Kuptz <jkuptz@cityofflint.com>

Good morning!

The City provided the following offer for an extension of the current waste contract to incorporate the deployment and management of the cart program.  
 "During discussion with the City Administration, it was decided that in order to move forward with the cart program we would need to consider the City would be open to accepting a three year extension instead of the current contractual two, one year extensions. The first extension, as the anticipated annual rate increase as defined in our current contractual annual increase."

Priority Waste has considered our offer, and counter-offered with the following terms.

This is such great and exciting news for the City of Flint and the residents. Priority is excited to be the partner that assists implementing this program with effectiveness overall.

"Todd and I spoke about the proposed contract amendment you provided in your email earlier today. Priority is proposing the amendment for the additional optional 5-year extension upon mutual agreement between the City and Priority. I have included the pricing below for your review.

**Extension of the Contract**

10/1/2023-9/30/2024 - \$16.45  
 10/1/2024-9/30/2025 - \$16.45  
 10/1/2025-9/30/2026 - \$16.45  
 10/1/2026-9/30/2027 - \$16.45  
 10/1/2027-9/30/2028 - \$16.45

**Optional Extension of the Contract**

10/1/2028-9/30/2029 - \$16.94  
 10/1/2029-9/30/2030 - \$17.45  
 10/1/2030-9/30/2031 - \$17.97  
 10/1/2031-9/30/2032 - \$18.51  
 10/1/2032-9/30/2033 - \$19.07

By having the Optional Extension (years 10/1/2028-9/30/2033) written into the amended contract, the city now has competitive options. We want period."

As a reminder, we are meeting with Priority Waste on Thursday, April 20, 2023 at 10:00 AM in the DPW Conference Room located in the North Building.

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

230206

RESOLUTION: \_\_\_\_\_

PRESENTED: JUL 10 2023

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

**RESOLUTION TO DO ALL THINGS NECESSARY TO PROVIDE ADDITIONAL  
WEEKEND POLICE PATROLS IN THE CITY OF FLINT**

**BY THE CITY COUNCIL:**

**WHEREAS,** Public safety is a priority in the City of Flint; and

**WHEREAS,** the City needs to operate proactively to provide public safety through additional weekend patrols at various neighborhood hotspots.

**IT IS RESOLVED,** that the appropriate City Officials are authorized to do all things necessary to fund overtime for current City of Flint Police officers for additional weekend patrols at various neighborhood hotspots, in the amount of \$300,000.00 to \$400,000.00, with said funding coming from ARPA dollars and/or the Fund Balance.

**APPROVED AS TO FORM:**

**APPROVED AS TO FINANCE:**

\_\_\_\_\_  
William Kim, Chief Legal Officer

\_\_\_\_\_  
Jane Mager  
Acting Chief Financial Officer

**APPROVED BY CITY COUNCIL:**

\_\_\_\_\_



# CITY OF FLINT

230208

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

PRESENTED: JUL 19 2023

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

**Resolution Authorizing Change Order #5 to Contract 20-044 with Rowe, Inc. for Comprehensive Zoning Services to Extend the Contract until June 30, 2024 and add \$90,000**

**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. 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), then extended again through October 31, 2022 for no additional funds (CO#3), and then again through June 30, 2023 for an additional \$80,000 (CO#4). This contract is now fully expended, and due to the volume and complexity of the work, services need to continue with no break in service.

The City desires to extend this contract until the end of the fiscal year and add \$90,000 to continue the services. Funds have been identified in the following accounts:

Dept.	Name of Account	Account Number	Grant Code	Amount
Planning GF	Professional Services	101-701.000-801.000	N/A	\$30,000.00
Mott Grant	Professional Services	296-172.000-801.000	LCSM-23-FRTA	\$60,000.00
<b>FY24 GRAND TOTAL</b>				<b>\$90,000.00</b>




## CITY OF FLINT

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**IT IS RESOLVED**, that City Officials are authorized to do all things necessary to enter into Change Order #5 to Contract 20-044 with Rowe Inc until June 30, 2024 and add \$90,000 to continue their provision of comprehensive zoning services with funds in the amount of \$30,000 available from account #101-701.000-801.000; and funds in the amount of \$60,000 to be made available from account #296-172.000-801.000 LCSM-23-FRTA, for a total new contract amount of \$350,000.00.

### APPROVED AS TO FORM:

  
William Kim (Jul 12, 2023 14:58 EDT)


**William Kim, Chief Legal Officer**

### APPROVED AS TO FINANCE

  
Jane Mager (Jul 12, 2023 09:02 EDT)

**Jane Mager, Acting Chief Financial Officer**

### ADMINISTRATION:

  
Clyde Edwards (Jul 13, 2023 10:27 CDT)

**Clyde Edwards, City Administrator**

### CITY COUNCIL:

\_\_\_\_\_  
**Flint City Council**





## CITY OF FLINT

### REQUISITION STAFF REVIEW FORM

**TODAY'S DATE:** 7/12/2023

**BID/PROPOSAL#** 20000569

**AGENDA ITEM TITLE:** Requisition to enter into a Change Order #5 to Contract 20-044 with ROWE, Inc for comprehensive zoning services in the amount of \$90,000 for approximately 11 months.

**PREPARED BY** Emily Doerr 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. 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 #4) was a no-cost extension through June 30, 2023. The contract is now fully expended. Due to the volume of work in planning/zoning, services continue to be needed with no break in service. This resolution extends the contract until June 30, 2024 and adds an additional \$90,000.

**FINANCIAL IMPLICATIONS:** Funding is available in the City's FY24 budget for these services.

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

Dept.	Name of Account	Account Number	Grant Code	Amount
Planning GF	Professional Services	101-701.000-801.000	N/A	\$30,000.00
Mott Grant	Professional Services	296-172.000-801.000	LCSM-23-FRTA	\$60,000.00
FY24 GRAND TOTAL				\$90,000.00

**PRE-ENCUMBERED?** YES ☐ NO ☒ **REQUISITION NO:** Funds will be requisitioned and encumbered upon approval of the resolution.

**ACCOUNTING APPROVAL:** Mary Jarvis

**Date:** 7/12/23

**Finance Approval:** [Signature]



## CITY OF FLINT

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

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

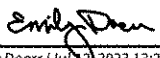
**BUDGET YEAR 1**

**BUDGET YEAR 2**

**BUDGET YEAR 3**

**OTHER IMPLICATIONS (i.e., collective bargaining):** This is a contract through the end of FY24. Services are needed due to the volume and complexity of work in Planning/Zoning.

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

**DEPARTMENT HEAD SIGNATURE:**   
Emily Doerr (Jul 2023 13:24 EDT)  
*Emily Doerr, Director, Planning and Development)*

230209  
RESOLUTION NO.: \_\_\_\_\_

PRESENTED: JUL 19 2023

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

Proposal 22000544

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO WEINSTEIN ELECTRIC FOR ELECTRICAL SERVICES - CHANGE ORDER  
#2 FOR FY2024**


On February 13, 2023, Flint City Council authorized the Division of Purchases & Supplies to issue purchase orders for FY23 to Weinstein Electric, 213 W. First Avenue, Flint, MI for change order #1 for various qualified electrician services in an amount not to exceed \$384,832,000 for an overall FY23 aggregate amount not to exceed \$424,832.00, and

Electrical services were originally bid out as a two year proposal and Weinstein Electric has agreed to extend pricing for an additional year ending June 30, 2024. Funding will come from the following account:


Account Number	Account Name	Amount
101-230.200-801.000	Professional Services Fund	\$70,000.00
	<b>FY24 GRAND TOTAL</b>	<b>\$70,000.00</b>

**IT IS RESOLVED**, that the Division of Purchases & Supplies is hereby authorized to issue a purchase order to Weinstein Electric for change order #2 for qualified electrician services, in the amount not to exceed \$70,000.00 and a total aggregate amount of \$494,832.00.

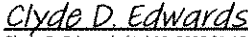
APPROVED AS TO FORM:

  
\_\_\_\_\_  
William Kim  
Chief Legal Officer

APPROVED AS TO FINANCE:

  
\_\_\_\_\_  
Jane Mager  
Acting Chief Finance Officer


FOR THE CITY OF FLINT:

  
\_\_\_\_\_  
Clyde D. Edwards (Jul 13, 2023 21:18 EDT)  
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

\_\_\_\_\_

APPROVED AS TO PURCHASING:

  
\_\_\_\_\_  
Christopher Mumby, Interim Purchasing Manager



## CITY OF FLINT

### RESOLUTION STAFF REVIEW FORM

**TODAY'S DATE:** July 13, 2023

**BID/PROPOSAL#** 22-544

**AGENDA ITEM TITLE:** Various Electrical Services

**PREPARED BY** Kathryn Neumann for Lee Osborne

**VENDOR NAME:** Weinstein Electric Company

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

The Purchasing Department received bids for various electrical services for a two year period. The Maintenance division is responsible for the building maintenance in all city buildings. Weinstein Electric has agreed to extend their prices for an additional year at the same rates.

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

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

Dept.	Name of Account	Account Number	Grant Code	Amount
101	Major Street Fund	230.200-801.000		\$ 70,000.00
		<b>FY24 GRAND TOTAL</b>		<b>\$70,000.00</b>

**PRE-ENCUMBERED?** YES ☒ NO ☐ **REQUISITION NO:** 240007074

**ACCOUNTING APPROVAL:** Kathryn Neumann  
Kathryn Neumann (Jul 13, 2023 09:37 EDT) **Date:** \_\_\_\_\_

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

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

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

**DEPARTMENT HEAD SIGNATURE:** Lee Osborne  
lee osborne (Jul 13, 2023 11:34 EDT)  
Lee Osborne, Facilities Maintenance Supervisor



PROPOSAL #22000544

BY THE CITY ADMINISTRATOR:

RESOLUTION NO.: **230034**  
PRESENTED: **FEB 08 2023**  
ADOPTED: **2/13/2023**

**RESOLUTION TO WEINSTEIN ELECTRIC FOR ELECTRICAL SERVICES- CHANGE ORDER #1 FOR  
FY2023**

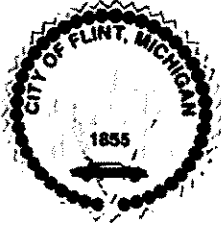
**WHEREAS**, The Division of Purchases & Supplies solicited proposals for qualified electrician services needed for various city buildings and projects as-needed by the Facilities Maintenance Division. Weinstein Electric, 213 w. 1<sup>st</sup> Avenue, Flint, MI was the sole responsive bidder for this proposal, and \$40,000.00 per year for each year for FY2022 and FY2023 was approved by City Council via Resolution #210356 on August 10, 2021.

**WHEREAS**, Numerous ongoing projects are currently underway in various city facilities, requiring more electrical services needed than originally anticipated. Specific projects include but are not limited to, Brennan Center and Hasselbring upgrades, City Hall elevator upgrade, City Hall Panic Button installation, McKenzie Conference room lighting and electrical upgrades, electrical components to the gates at 12th Street yards, electricity improvements to a traffic engineering storage barn, Brivo key card additions, Audio/Visual upgrades to Brennan Senior Center and (ARPA Funded) and audio/visual upgrades to Hasselbring Community Center.

**WHEREAS**, the Facilities Maintenance Division is requesting an additional \$384,832.00 for Weinstein Electric FY2023 to fund these electrical projects.

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

Account Number	Account Name/ Grant Code	Amount
296-752.161-801.000	Other Grant Fund/PCSM-HSC122	\$55,881.00
296-752.121-801.000	Other Grant Fund/PCSM-BSC122	\$121,987.00
444-230.200-976.000	Public Improvement Fund	48,167.00
444-230.200-976.000	Public Improvement Fund	4,920.00
636-228.000-977.000	Data processing Fund	\$23,657.00
101-230.000-801.000	Professional Services	\$30,000.00
202-449.201-801.000	Professional Services	\$1,908.06
101-230.200-801.000	Professional Services	\$1,965.88
661-229.222-956.000	Misc. Expense	\$1,908.06
202-449.201-801.000	Professional Services	\$12,117.00
661-229.000-956.000	Misc. Expense	\$2,249.50
202-449.201-801.000	Professional Services	\$2,249.50
*287-752.120-801.000	Professional Services/CC FUSDT- CSLFRF	\$43,422.00
*296-752.161-801.000	Professional Services/PCSM-HSC122	\$34,400.00
	<b>FY2023 TOTAL</b>	<b>\$384,832.00</b>



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

PRESENTED: \_\_\_\_\_

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

IT IS RESOLVED, that the Division of Purchases & Supplies is hereby authorized to issue Purchase Orders for FY23 (07/01/22-06/30/23) to Weinstein Electric for various qualified electrician services in an amount not-to-exceed \$384,832.00 for an overall FY2023 Grand total not to exceed \$424,832.00.

APPROVED AS TO FORM:

  
William Kim (Jan 30, 2023 15:01 EST)

William Kim, City Attorney

APPROVED AS TO FINANCE:

  
Robert J.F. Widigan (Jan 31, 2023 08:53 EST)

Robert J.F. Widigan, Chief Financial Officer

FOR THE CITY OF FLINT:

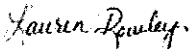
  
CLYDE D. EDWARDS (Feb 1, 2023 11:30 EST)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

  
\_\_\_\_\_  
" " " " " "

APPROVED AS TO PURCHASING:



Lauren Rowley, Purchasing Manager



213 West First Avenue • Flint, Michigan 48503  
Tel. (810) 232-5934 • Fax (810) 232-3218

March 10, 2023

City Of Flint  
1101 S. Saginaw st.  
Flint 48503

Attention: Mrs. Lauren Rowley  
Purchasing Manager  
Email: lrowley@cityofflint.com  
Subject: Resolution to Weinstein Electric for Electrical Services  
Resolution #210356

Ladies and Gentlemen:

Weinstein Electric Company will maintain our July 1 2022 to June 30, 2023 pricing for the July 1, 2023 to June 30, 2024 contract year.

If you have any questions or if we may be of further assistance, please do not hesitate to contact our office at (810) 232-5934.

Sincerely,  
WEINSTEIN ELECTRIC COMPANY

Steven H. Cook  
Senior Business Development



Rev 0 04/02/01





230210  
RESOLUTION NO.: \_\_\_\_\_

PRESENTED: JUL 19 2023

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

Proposal #23000525

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO PURCHASE RESIDENTIAL AND COMMERCIAL WATER METERS**

**WHEREAS**, The Division of Purchases and Supplies requests a purchase order be issued to Metron-Farnier, LLC, 5661 Airport Blvd., Suite B, Boulder, CO 80301 for the purchase of water meters, as requested by the Department of Public Works, and:

**WHEREAS**, Metron-Farnier, LLC is the most responsible vendor for this product. Funding for said purchases will come from the following account:


591-540.200-752.000	Supplies	\$200,000.00
590-540.207-752.000	Supplies	\$200,000.00

**IT IS RESOLVED**, that the Proper City Officials, upon City Council's approval, are hereby authorized to issue a purchase order to Metron-Farnier, LLC for water meter purchases in an amount not to exceed \$400,000.00.

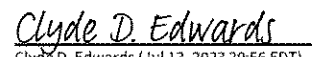
**APPROVED AS TO FORM:**

  
William Kim (Jul 13, 2023 15:23 EDT)  
**William Kim, City Attorney**

**APPROVED AS TO FINANCE:**

  
Jane Mager (Jul 18, 2023 16:44 EDT)  
**Jane Mager, Acting Chief Financial Officer**

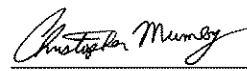
**FOR THE CITY OF FLINT:**

  
Clyde D. Edwards (Jul 13, 2023 20:56 EDT)  
**Clyde Edwards, City Administrator**

**APPROVED BY CITY COUNCIL:**

\_\_\_\_\_

**APPROVED AS TO PURCHASING:**

  
Christopher Mumby (Jul 13, 2023 16:44 EDT)  
**Christopher Mumby, Acting Purchasing Manager**





## CITY OF FLINT

### STAFF REVIEW FORM

TODAY'S DATE: 07/07/23

BID/PROPOSAL#

AGENDA ITEM TITLE: WATER METERS

PREPARED BY: Cheri Priest, Utilities-Water Service Center

VENDOR NAME: Metron-Farnier LLC

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

The Water Service Center is requesting a purchase order be issued to Metron-Farnier LLC for the purchase of residential and commercial water meters. We prefer to keep the current vendor as they have provided excellent services and products and changing vendors will require an additional meter reading system in addition to what is currently in use. We have had issues with meter failures in our latest meter change out program with the vendor (Badger Meter) being unable to advise what the issue is.

**FINANCIAL IMPLICATIONS:**

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

Dept.	Name of Account	Account Number	Grant Code	Amount
Sewer	Supplies	590-540.207-752.000		200,000.00
Water	Supplies	591-540.200-752.000		200,000.00
FY24 GRAND TOTAL				400,000.00

PRE-ENCUMBERED? YES ☒ NO ☐ REQUISITION NO: 24-0007482

ACCOUNTING APPROVAL: Cheri Priest Date: 07/11/2023  
Cheri Priest, Jul 11, 2023 07:13 EDT

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☒

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

DEPARTMENT HEAD SIGNATURE: Paul Simpson  
Paul Simpson, Jul 11, 2023 09:26 EDT  
Paul Simpson, Water Distribution Supervisor

Column1	Column2	Column3
Advanced Single-Jet Technology		
	Confidential	
	2023-2024 Meter / 18 VN Price List	
	Single Jet Water Meters	
Model	Size	Sale Price
Spectrum 30/Altair (composite)	5/8" x 3/4"	\$375
Spectrum 50DL	1"	\$605
Spectrum 88DL	1 1/2"	\$840
Spectrum 130D	2"	\$1,250
Spectrum 175D	3"	\$2,100
Spectrum 500D	4"	\$3,200
Spectrum 1000D	6"	\$4,500
Enduro 2800D	6"	\$6,000
Enduro 2800D	8"	\$7,250



230211

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

PRESENTED: JUL 19 2023

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

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO RITZ SAFETY SUPPLIES FOR SPEED HUMPS**

Additional speed humps are being requested to increase traffic and pedestrian safety throughout the City of Flint, and

Speed humps and related hardware were previously purchased with ARPA grant funding, and speed humps have been installed by City of Flint DPW Street Maintenance employees.


Ritz Safety Supplies, PO Box 713139, Cincinnati, OH has supplied a quote for these particular speed humps and have them in stock for purchase.

This purchase has been vetted for Federal ARPA spending compliance with Ernst & Young. Funding will come from the following account:

Account Number	Account Name	Amount
287-450.701-752.000	Supplies/FUSDT-CSLRFR	\$ 125,430.00
	<b>FY23 GRAND TOTAL</b>	<b>\$125,430.00</b>

**IT IS RESOLVED**, that the Division of Purchases & Supplies is hereby authorized to issue a purchase order to Ritz Safety Supplies for additional speed humps and associated hardware for the FY24 fiscal year in the amount not to exceed \$125,430.00.

APPROVED AS TO FORM:

  
William Kim (Jul 9, 2023 10:49 EDT)


William Kim  
Chief Legal Officer

APPROVED AS TO FINANCE:

  
Jane Mager (Jul 9, 2023 10:22 EDT)

Jane Mager  
Acting Chief Finance Officer

FOR THE CITY OF FLINT:

  
Clyde D. Edwards (Jul 11, 2023 20:15 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:



Christopher Mumby, Interim Purchasing Manager



## CITY OF FLINT

### RESOLUTION STAFF REVIEW FORM

**TODAY'S DATE:** July 6, 2023

**BID/PROPOSAL#**

**AGENDA ITEM TITLE:** Speed humps and signs

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

**VENDOR NAME:** Ritz Safety

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

Per the mayor's request, this is a request for additional speed humps, along with the installment kits, safety signs, along with associated hardware. Bids were solicited and there were no responses. Ritz Safety has supplied the City with speed humps previously and they do not include additional shipping/freight charges. This complies with ARPA spending per Ernest & Young, as it qualifies as a Public Safety expense to slow down traffic.

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

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

Dept.	Name of Account	Account Number	Grant Code	Amount
287	Supplies	450.701-752.000	FUSDT-CSLRFR	\$125,430.00
		<b>FY23 GRAND TOTAL</b>		<b>\$125,430.00</b>

**PRE-ENCUMBERED?** YES ☒ NO ☐ **REQUISITION NO:** 230007356

**ACCOUNTING APPROVAL:** Kathryn Neumann Kathryn Neumann (Jul 6, 2023 15:42 EDT) **Date:** \_\_\_\_\_

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

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

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

**DEPARTMENT HEAD SIGNATURE:** Rodney McGaha Rodney McGaha (Jul 7, 2023 06:09 EDT)  
Rodney McGaha, Director of Transportation



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

## QUOTATION

**Order Number**

2935791

**Order Date**

6/6/2023 15:20:34

**Page**

1 of 1

**Quote Expires On 7/6/2023****Bill To:**

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

**Ship To:**

CITY OF FLINT  
3310 E. Court St.  
FLINT, MI 48506  
US

**Customer ID** 44625

Requested By: Mr. ROD MCGAHA

PO Number SPEED HUMP QUOTE			Ship Route UPS		Taker MORGAN JOHNSON				
Ln	Item ID	Item Description	Disposition	Ordered	UOM	Unit Size	Unit Price	Extended Price	
1	NTSW17130HI	30x30 High Intensity Speed Hump Sign		2.00	EA	1.0	81.00	162.00	
2	NTSW17130HIMOD	30X30 High Intensity Speed Hump Ahead		2.00	EA	1.0	81.00	162.00	
see quote 19159									
3	RUBFRKSH36C	Speed Hump Center Module 36"X24		8.00	EA	1.0	115.85	926.80	
5	RUBRFRKSH36E	Speed Hump End Module 36"X24"		2.00	EA	1.0	115.85	231.70	
6	RUBRKSH1836HWK	Hardware Kit for RK36 Speed Humps		10.00	EA	1.0	19.79	197.90	
Hardware Kit - RKS8-18 & RKSH-36: lag bolt 3/8" x 5" (x4), washer 3/8" x 1" (x4),plastic anchors (x4), dual connector (dog bone) (x1)									

Total Lines: 5

**SUB-TOTAL:** 1,680.40**TAX:** 0.00

Total Freight In: 0.00

Total Freight Out: 1,665.00

**TOTAL FREIGHT:** 1,665.00**AMOUNT DUE:** 3,345.40

U.S. Dollars

Signature \_\_\_\_\_

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

Restocking fees may apply.

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

**Dispositions**

B = Backorder

H = Hold

S = Special

D = Drop Ship

C = Cancel

T = Transfer

P = Production

M = Make

All products & services are subject to Ritz Safety Terms and Conditions. Please visit [www.ritzsafety.com](http://www.ritzsafety.com) or refer to our current catalog.

230212



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

PRESENTED: JUL 19 2023

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

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO SIEMENS MOBILITY, INC. FOR  
EAGLE SIGNAL REPAIR PARTS AND SUPPLIES**

The City of Flint Traffic Engineering Division, uses Eagle Signal parts for the City of Flint traffic lights, and

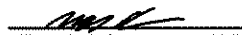
Siemens Mobility, 44425 Phoenix Dr., Sterling Heights, MI is the current exclusive distributor and sole source for said parts in the State of Michigan.

The City of Flint Traffic Engineering Division is requesting a purchase order for FY24 in the amount of \$200,000.00. Funding will come from the following account:

Account Number	Account Name	Amount
202-447.201-752.000	Supplies	\$ 200,000.00
	<b>FY24 GRAND TOTAL</b>	<b>\$200,000.00</b>

**IT IS RESOLVED**, that the Division of Purchases & Supplies is hereby authorized to issue a purchase order to Siemens Mobility, Inc. for Eagle Signal parts for FY24, in the amount not to exceed \$200,000.00.

APPROVED AS TO FORM:

  
William Kim (Jul 13, 2023 10:59 EDT)

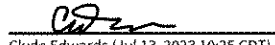
William Kim  
Chief Legal Officer

APPROVED AS TO FINANCE:

  
Jane Mager (Jul 14, 2023 10:41 EDT)

Jane Mager  
Acting Chief Finance Officer

FOR THE CITY OF FLINT:

  
Clyde Edwards (Jul 13, 2023 10:25 CDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

\_\_\_\_\_

APPROVED AS TO PURCHASING:



Christopher Mumby, Interim Purchasing Manager



## CITY OF FLINT

### RESOLUTION STAFF REVIEW FORM

**TODAY'S DATE:** July 13, 2023

**BID/PROPOSAL#**

**AGENDA ITEM TITLE:** Eagle signal repair parts and services

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

**VENDOR NAME:** Siemens Mobility

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

The Traffic Engineering Division, electrical side, uses Eagle signal parts for City of Flint traffic lights. Siemens Mobility is the current exclusive distributor and sole source of said parts. These parts are used for replacement parts, emergency knock down of intersections replacement parts and supplies, as well as the ongoing project of upgrading the signals.

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

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

Dept.	Name of Account	Account Number	Grant Code	Amount
202	Major Street Fund	447.201-752.000		\$200,000.00
		<b>FY24 GRAND TOTAL</b>		<b>\$200,000.00</b>

**PRE-ENCUMBERED?** YES ☒ NO ☐ **REQUISITION NO:** 220007058

**ACCOUNTING APPROVAL:** Kathryn Neumann Kathryn Neumann (Jul 13, 2023 07:16 EDT) **Date:** \_\_\_\_\_

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

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

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

**DEPARTMENT HEAD SIGNATURE:** Rodney McGaha Rodney McGaha (Jul 13, 2023 08:41 EDT)  
(Rodney McGaha, Director of Transportation)

July 11, 2019

RE: Sole source letter

To whom it may concern,

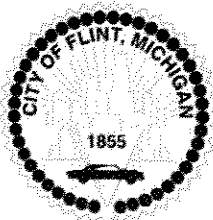
MoboTrex is pleased to notify you that as of July 5, 2019, Siemens ITS Michigan is the sole distributor authorized to sell, install, and support Eagle traffic control products within the state of Michigan for new projects. MoboTrex's cabinets and signals, and associated products, are sold under the brand name Eagle Traffic Control Systems.

Sincerely,



Brent Katauskas  
Channel Sales Director  
[bkatauskas@mobotrex.com](mailto:bkatauskas@mobotrex.com)  
(512) 521-3081





RESOLUTION NO.: 230213

PRESENTED: JUL 19 2023

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

**RESOLUTION TO GREATER FLINT HEALTH COALITION FOR FLINT RECAST PROGRAM IMPLEMENTATION**

**BY THE CITY ADMINISTRATOR:**

**WHEREAS**, in July 2021, the City of Flint was awarded grant number: 1 H79 SM084918-01, for \$5,000,000.00, over a five-year period. The funding is allocated for the Flint Resiliency in Communities After Stress and Trauma (ReCAST) (Performance period September 30, 2021 through September 29, 2026);

**WHEREAS**, the primary strategy of Flint ReCAST is to assist high-risk youth and families in the City of Flint impacted by the Flint Water Emergency by promoting resilience and equity through implementation of evidence-based programming as well as linkages to trauma-informed behavioral health services.


**WHEREAS**, the Greater Flint Health Coalition mission is to improve the health of status of residents and improve the quality and cost effectiveness of the health care system in the City of Flint.

**WHEREAS**, the Greater Flint Health Coalition is the established Flint ReCAST community implementation program manager as approved by the Substance Abuse and Mental Health Service Administration (SAMHSA) authorized workplan, with an established role as convener of the ReCAST Community Advisory Board and a track-record of success designing and implementing effective community-based recovery strategies in response to the Flint Water Crisis among community agencies, residents, and institutional partners participating in ReCAST's Community Initiated Trauma Informed Program Strategy.

**WHEREAS**, the Greater Flint Health Coalition will enter a performance-based MOU over the duration of the grant program, providing program implementation, serve as the neutral convener of the Flint ReCAST Community Advisory Board, and coordinate integration and collaboration with community-based partners.

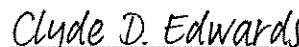
**IT IS RESOLVED** that the appropriate City Officials are authorized to do all things necessary to enter into a contract with Greater Flint Health Coalition in the amount not-to-exceed \$506,991.67 over the second 12-month period, September 30, 2022 through September 29, 2023.

**Approved as to Form:**

  
William Kim (Jul 13, 2023 16:45 EDT)

**William Kim, Chief Legal Officer**

**For the City of Flint:**

  
Clyde D. Edwards (Jul 13, 2023 20:53 EDT)

**Clyde D. Edwards, City Administrator**

**Approved as to Finance:**

  
Jane Mager (Jul 16, 2023 16:46 EDT)

**Jane Mager, Acting Chief Financial Officer**

**Approved by the City Council:**

\_\_\_\_\_



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

PRESENTED: \_\_\_\_\_

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

**RESOLUTION STAFF REVIEW**

**Date:** July 13, 2023

**Agenda Item Title:**

**RESOLUTION TO GREATER FLINT HEALTH COALITION FOR FLINT RECAST PROGRAM IMPLEMENTATION**

**Prepared by:**

Chay Linseman, Budget and Grants Administrator

**Background/Summary of Proposed Action:**

The purpose of this resolution is to award a contract to Greater Flint Health Coalition for program implementation of Flint ReCAST

Included in this process:

- Lead the implementation of Flint ReCAST in collaboration with the City of Flint administration
- Serve as the neutral convener of the expanded Flint ReCAST Community Advisory Board
- Assist with the integration of Flint ReCAST community-based implementation partners, promoting collective impact work with youth and families to advance the project's goals and objectives
- Grant funds to community-based implementation partners as decided upon by the residents of Flint through community participatory budgeting
- Oversee data collection and reporting from the collective of community-implementation partners

Excluded from this process:

- No known exclusions

**Financial Implications:**

The \$506,991.67 will be encumbered from the Professional services line in the Flint ReCAST budget: 1 H79 SM084918-01

**Budgeted Expenditure:** Yes   X   No       

**Please explain, if no:**

**Pre-encumbered:** Yes   X   No       

**Requisition #:**   230007376  

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

**Staff Recommendation:**

Staff recommends approval of this resolution.

**APPROVAL** Clyde D. Edwards  
Clyde D. Edwards (Jul 13, 2023 20:53 EDT)

Account Number & Grant Code	Account Name	Amount
296-649.500-801.000 - FHHS21RECAST	Professional Services	\$506,991.67

## **CONTRACT BETWEEN THE CITY OF FLINT AND GREATER FLINT HEALTH COALITION**

This agreement (hereinafter "Agreement") is entered into between the City of Flint, a municipal corporation (hereinafter "City"), 1101 S. Saginaw Street, Flint, MI 48502, Greater Flint Health Coalition (hereinafter "GFHC"), 120 W 1st Street, Flint, MI 48502, Flint, MI 48503, which shall be collectively referred to herein as the "Parties".

**WHEREAS**, The City has identified the need to build the size of the City's trauma-informed community and support resiliency skill building to manage complex stress;

**WHEREAS**, in 2021, the City obtained grant funding from the Substance Abuse and Mental Health Services Administration (SAMHSA), to establish Flint ReCAST.

**WHEREAS**, Flint ReCAST works to use sustainable approaches that enable trauma-informed approaches and awareness to stay visible and active in Flint.

**WHEREAS**, Flint ReCAST realizes the importance of health and wellness in managing trauma and managing stress.

**WHEREAS**, the GFHC is the established Flint ReCAST community implementation program manager as approved by the Substance Abuse and Mental Health Service Administration (SAMHSA) authorized work plan, with an established role as convener of the ReCAST Community Advisory Board and a track record of success designing and implementing effective community-based recovery strategies in response to the Flint Water Crisis among community agencies, residents and institutional partners participating in ReCAST's Community Initiated Trauma Informed Program Strategy

**WHEREAS**, GFHC has agreed to enter into a performance-based Memorandum of Understanding over the duration of the grant program to provide the described services for Flint ReCAST as outlined in the Agreement;

**THEREFORE**, the City and GFHC agree as follows:

1. **Duties of GFHC:** GFHC will endeavor to complete the following deliverables in accordance with the timeline and scope described in this memorandum and subject to timely provision of relevant information, data, and connections from the City.
  - a. Lead the implementation of Flint ReCAST in collaboration with City of Flint Administration
  - b. Serve as the neutral convener of the expanded Flint ReCAST Community Advisory Board.
  - c. Assist with the integration of Flint ReCAST community-based implementation partners.

- d. Promote collective impact work with youth and families to advance the project's goals and objectives.
  - e. Grant funds to community-based implementation partners (within the allowed scope of SAMHSA approved ReCAST work plan objectives) as decided upon by the residents of Flint through community participatory budgeting.
  - f. Oversee data collection and reporting from the collective of community implementation partners.
2. **Duties of the City:** The City will endeavor to complete the following deliverables in accordance with the timeline and scope described in this memorandum and subject to timely provision of relevant information, data, and connections from GFHC.
- a. The City shall provide grant funding in the amount of \$506,991.67 to GFHC.
  - b. The City shall pay detailed invoices within thirty (30) days as provided by GFHC shall to the City at the end of each month.
  - c. The City will work as needed to assist GFHC in accordance with their timeline and scope in carrying out its mission.
  - d. Notify GFHC should funding become reduced or unavailable
3. **Effective Date:** This Agreement shall not become effective until signed by all parties. This agreement is effective October 1, 2022 through September 30, 2023.
4. **Compliance with Laws and Regulation:** The Parties agree to comply with federal, state, and local laws, regulations and policies (including those regarding expenditure of federal funding) in performance of this Agreement.
5. **Applicable Law:** This Agreement and all related disputes shall be governed by and interpreted in accordance with the laws of the State of Michigan.
6. **Arbitration:** GFHC agrees that for all claims, disputes, and other matters arising out of or relating to this agreement, GFHC must request the City's consent to arbitrate within 30 days from the date the GFHC knows or should have known the facts giving rise to the claim, dispute or question.
- a. Notice of a request for arbitration must be submitted in writing by certified mail or personal service upon the Chief Legal Officer.
  - b. Within 60 days from the date a request for arbitration is received by the City, the City shall inform GFHC whether it agrees to arbitrate. If the City does not consent, GFHC may proceed with an action in a court of competent jurisdiction within the State of Michigan. If the City does consent, then within 30 days of the consent each

party shall submit to the other the name of one person to serve as an arbitrator. The two arbitrators together shall then select a third person, the three together shall then serve as a panel in all proceedings. Any unanimous decision of the three arbitrators shall be a final binding decision. The City's failure to respond to a timely, conforming request for arbitration is deemed consent to arbitration.

- c. The costs of the arbitration shall be split and borne equally between the parties and such costs are not subject to shifting by the arbitrator.
  - d. GFHC's failure to comply with any portion (including timeliness) of this provision shall be deemed a permanent waiver and forfeiture of the claim, dispute, or question.
  - e. This provision shall survive the expiration or termination of this Agreement in perpetuity.
7. **Termination:** This contract may be terminated by either party hereto by submitting a notice of termination to the other party. The City, through its City Administrator, may terminate this agreement upon actual notice to GFHC. GFHC may terminate this agreement by providing written notice that shall be effective 30 days from the date it is submitted unless otherwise agreed to by the parties hereto. GFHC, upon receiving such notice and prorated payment upon termination of this contract shall give to the City all pertinent records, data, and information created up to the date of termination to which the City, under the terms of this contract, is entitled.
8. **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.
9. **Good Standing:** GFHC 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.
10. **Indemnification:** To the fullest extent permitted by law, GFHC agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Flint, its elected and appointed officials, employees and volunteers and other working on behalf of the City of Flint, against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Flint,

its elected and appointed officials, employees, volunteers or others working on behalf of the City of Flint, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which may arise as a result of GFHC acts, omissions, faults, and negligence, or that of any of his employees, agents, and representatives in connection with the performance of this Agreement. Should the GFHC fail to indemnify the City in the above-mentioned circumstances, the City may exercise its option to deduct the cost that it incurs from the Agreement price forthwith or may file an action in a court of competent jurisdiction, the costs of which shall be paid by GFHC. This provision shall survive the termination and/or expiration of this agreement, in perpetuity.

11. **Non-Assignability:** GFHC shall not assign or transfer any interest in this Agreement without the prior written consent of the City provided, however, that claims for money due or to become due to GFHC from the City under this Agreement 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.
12. **Disclaimer of Contractual Relationship with Employees/Subcontractors:** Nothing contained in this Memorandum of Understanding shall create any employment relationship between the City and GFHC employees or between the City and any Sub-Contractor that GFHC hires relative to this contract.
13. **Non-Disclosure/Confidentiality:** GFHC agrees that GFHC will not disclose any such information provided to it in furtherance of this Agreement, or in any other way make such documents public, without the express written approval of the City or the order of a court of competent jurisdiction.
14. **Non-Discrimination:** GFHC 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 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 covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, 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, association with the federal government, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position or status with respect to public assistance. A breach of this covenant is a material breach of this Agreement.
15. **Anti-Lobbying:** GFHC shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive

branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." GFHC shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State or City. Further, GFHC agrees to require that language of this assurance be included in the award documents of all sub awards.

16. **Grant Funds:** Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to "ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements."); 21 U.S.C. §§ 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.
17. **Ethics:** Pursuant to the Flint City Charter §1-602 (I) entitled Notice, every public servant, volunteer and city, GFHC is to receive training and be provided with a copy of these ethical standards upon passage of this Charter or at the time of appointment and or hire or the commencement of services. Therefore, GFHC acknowledges receipt of Flint City Charter §1-602 and agrees to the best of its knowledge and ability, that GFHC and its staff working under this Agreement, shall abide by the terms and participate in any training provided by the City/or update orientation as may be necessary from time to time. Public servants are all persons employed or otherwise engaged by the corporation of the City of Flint to conduct business on its behalf including but not limited to elected officials, appointed employees, members of boards and commissions, classified employees, and volunteers, in accordance with Flint City Charter §1-602.
18. **Notices:** Notices to the City of Flint shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to **Lottie Ferguson and Davina Donahue, Interim 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 GFHC shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to **426 Auditorium Road, Room 2, East Lansing, MI 48824-2600** or to such other address as may be designated in writing by GFHC from time to time.
19. **Records Property of City:** All documents, information, reports and the like prepared or generated by GFHC as a result of this Agreement shall become the sole property of the


City of Flint and shall be disclosed to the City upon request. Any publication of project results would require prior written approval, which shall not be unreasonably withheld.

20. **Waiver:** Failure of the City to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any term, covenant, or condition. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.
21. **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.
22. **Whole Agreement:** This 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. This Agreement may be executed by facsimile and in counterparts, all of which, taken together, shall constitute a single agreement.

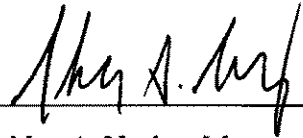
<SIGNATURES ON NEXT PAGE>



**GREATER FLINT HEALTH COALITION:**


 11/7/2022  
Date  
Its interim Pres/CEO

**CITY OF FLINT, a Michigan Municipal Corp.:**

 11/20/22  
Date  
Sheldon A. Neeley, Mayor

CLYDE D. EDWARDS 11/17/2022  
CLYDE D. EDWARDS (Nov 17, 2022 11:58 EST)  
Clyde Edwards, City Administrator Date

**APPROVED AS TO FORM:**

 11/15/2022  
William Kim (Nov 15, 2022 10:01 EST)  
William Kim, Chief Legal Officer Date



230714  
RESOLUTION NO.: \_\_\_\_\_

PRESENTED: JUL 19 2023

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

Proposal 2300001

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO ALDRIDGE TRUCKING FOR AGGREGATES**

On August 8, 2022, Flint City Council authorized the Division of Purchases & Supplies to issue purchase orders for the first year of a two year bid to Aldridge Trucking, 7210 Burpee Ave., Grand Blanc, Michigan for the supply of various aggregates in the FY23 amount not to exceed \$156,000.00; and

The Department of Public Works is requesting purchases orders for the second year for the period ending June 30, 2024. Funding will come from the following accounts:

Account Number	Account Name	Amount
202-449.201-752.000	Supplies	\$ 24,500.00
203-449.201-752.000	Supplies	\$ 8,500.00
590-540.208-752.000	Supplies	\$ 44,000.00
591-540.202-752.000	Supplies	\$ 66,000.00
590-550.202-775.000	Repairs & Maint.	\$ 30,000.00
591-545.201-752.000	Supplies	\$ 3,000.00
	<b>FY24 GRAND TOTAL</b>	<b>\$176,000.00</b>

**IT IS RESOLVED**, that upon City Council's approval, the Division of Purchases & Supplies is hereby authorized to issue purchase orders to Aldridge Trucking for various aggregates, in the FY24 amount not to exceed \$176,000.00 and a total two year aggregate amount of \$332,000.00.

**APPROVED AS TO FORM:**

  
William Kim (Jul 7, 2023 09:32 EDT)

William Kim  
Chief Legal Officer

**APPROVED AS TO FINANCE:**

  
Jane Mager (Jul 7, 2023 08:48 EDT)

Jane Mager  
Acting Chief Finance Officer

**FOR THE CITY OF FLINT:**

CLYDE D EDWARDS  
CLYDE D EDWARDS (Jul 7, 2023 10:44 EDT)

Clyde Edwards, City Administrator

**APPROVED BY CITY COUNCIL:**

**APPROVED AS TO PURCHASING:**



Christopher Mumby, Interim Purchasing Manager



## CITY OF FLINT

### STAFF REVIEW FORM

**TODAY'S DATE:** July 6, 2023

**BID/PROPOSAL#**

**AGENDA ITEM TITLE:** Aggregates – topsoil, fill sand, 23A limestone and 3CS sand

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

**VENDOR NAME:**

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

Aggregates are used for road repairs, yard repairs, sidewalks and other construction activities.

**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
Streets	Supplies	203-449.201-752.000		\$ 8,500.00
Streets	Supplies	202-449.201-752.000		\$ 24,500.00
WSC	Supplies	590-540.208-752.000		\$ 44,000.00
WSC	Supplies	591-540.202-752.000		\$ 66,000.00
WP	Supplies	591-545.201-752.000		\$ 3,000.00
<b>FY24 GRAND TOTAL</b>				<b>\$146,000.00</b>

**PRE-ENCUMBERED?** YES ☒ NO ☐ **REQUISITION NO:** 230006847, 240007079, 240007392

**ACCOUNTING APPROVAL:** Kathryn Neumann Kathryn Neumann (Jul 6, 2023 14:38 EDT) **Date:** \_\_\_\_\_

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

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

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

**DEPARTMENT HEAD SIGNATURE:** Rodney McGaha Rodney McGaha (Jul 6, 2023 14:48 EDT)  
(Rodney McGaha, Director of Transportation)



**CITY OF FLINT**

# STAFF REVIEW FORM

**TODAY'S DATE: 05/25/2023**

**BID/PROPOSAL: 23000001 (Rebid)**

**AGENDA ITEM TITLE:** Aggregates

**PREPARED BY John Florshinger, Utilities Maintenance & SCADA Supervisor**

**VENDOR NAME:** Aldridge Trucking

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

WPC uses aggregates for various applications such as backfilling, road restorations, landscaping, new construction, etc. This purchase order allows WPC to complete some preventative maintenance tasks as well as maintain the grounds at the facilities.

I recommend that the lowest qualified bidder, Aldridge Trucking, be awarded year 2 of the 2-year bid in the amount of \$30,000.00.

**FINANCIAL IMPLICATIONS:** None

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

Dept.	Name of Account	Account Number	Grant Code	Amount
DPW-WPC	Repair & Maintenance Supplies	590-550.202-775.000		\$30,000.00
		<b>FY24 GRAND TOTAL</b>		<b>\$30,000.00</b>

**PRE-ENCUMBERED?** YES ☒ NO ☐ **REQUISITION NO:** 240007231

ACCOUNTING APPROVAL: *[Signature]* Date: 6/6/23

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

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

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

AUTHORIZED SIGNATURE:   
(Jeanette Best, WPC Manager)



RESOLUTION NO.: 220321

PRESENTED: AUG - 3 2022

ADOPTED: AUG - 8 2022

PROPOSAL# 23000001

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO ALDRIDGE TRUCKING FOR AGGREGATES**

WHEREAS, The Division of Purchases & Supplies solicited bids for various aggregates (fill sand, soil and stone) on behalf of The Department of Public Works.

WHEREAS, Aldridge Trucking, Grand Blanc, MI, was the lowest qualified bidder whom solicited their bid in the requested unit of measurement.

WHEREAS, the Department of Public Works is requesting multiple Purchase Order to be issued to Aldridge Aggregates for the supply of these needed aggregates for The Water Service Center, Water Pollution Control Facility, Streets and Water Plant.

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

Account Number	Account Name/ Grant Code	Amount
591-540.202-752.000	Supplies	\$ 66,000.00
590-540.208-752.000	Supplies	\$ 44,000.00
203-449.201-752.000	Supplies	\$ 8,500.00
202-449.201-752.000	Supplies	\$24,500.00
590-550.202-775.000	Repair & Maint. Supplies	\$10,000.00
591-545.201-752.000	Supplies	\$3,000.00
	<b>FY23 GRAND TOTAL</b>	<b>\$ 156,000.00</b>

IT IS RESOLVED, That the Division of Purchases & Supplies is hereby authorized to issue Purchase Orders to Aldridge Trucking for the supply of various aggregates for The Department of Public Works for FY23 (07/01/22-06/30/23), in an overall amount not-to-exceed \$156,000.00 .

APPROVED AS TO FORM:

Joanne Gurley  
Joanne Gurley, City Attorney

Joanne Gurley, City Attorney

APPROVED AS TO FINANCE:

Robert J.F. Widigan  
Robert J.F. Widigan, Chief Financial Officer

Robert J.F. Widigan, Chief Financial Officer

FOR THE CITY OF FLINT:

CLYDE D. EDWARDS  
CLYDE D. EDWARDS July 27, 2022 12:45 EDT

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED BY  
CITY COUNCIL

AUG - 8 2022

APPROVED AS TO PURCHASING:

Lauren Rowley

Lauren Rowley, Purchasing Manager



230215  
RESOLUTION NO.: \_\_\_\_\_

PRESENTED: JUL 19 2023 \_\_\_\_\_

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

Proposal 21000540

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO WILLIAM E WALTER FOR HVAC SERVICES**

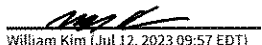
The Department of Finance, Division of Purchases & Supplies, solicited bids for HVAC services for a three year period ending June 30, 2023 as requested by the Maintenance Division and Water Service Center, and

William E. Walter, 1917 Howard Ave., Flint, Michigan was the lowest responsive bidder for said services and has agreed to extend pricing for an additional year ending June 30, 2024. Funding will come from the following accounts:

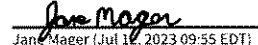
Account Number	Account Name	Amount
101-230.200-801.000	Professional Services Fund	\$100,000.00
590-540.100-801.000	Professional Services Fund	\$20,000.00
591-540.100-801.000	Professional Services Fund	\$20,000.00
	<b>FY24 GRAND TOTAL</b>	<b>\$140,000.00</b>

**IT IS RESOLVED**, that the Division of Purchases & Supplies is hereby authorized to issue purchase orders to William E. Walter for HVAC services, in the amount not to exceed \$140,000.00.


**APPROVED AS TO FORM:**

  
William Kim (Jul 12, 2023 09:57 EDT)  
William Kim  
Chief Legal Officer

**APPROVED AS TO FINANCE:**

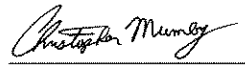
  
Jane Mager (Jul 12, 2023 09:55 EDT)  
Jane Mager  
Acting Chief Finance Officer

**FOR THE CITY OF FLINT:**

  
Clyde D. Edwards (Jul 12, 2023 22:06 EDT)  
Clyde Edwards, City Administrator

**APPROVED BY CITY COUNCIL:**  
\_\_\_\_\_

**APPROVED AS TO PURCHASING:**

  
Christopher Mumby, Interim Purchasing Manager



## CITY OF FLINT

### RESOLUTION STAFF REVIEW FORM

**TODAY'S DATE:** 7/12/2023

**BID/PROPOSAL#** 21-540

**AGENDA ITEM TITLE:** HVAC services

**PREPARED BY** Kathryn Neumann for Lee Osborne, Facilities Maintenance Operations Manager

**VENDOR NAME:** William E Walter

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

William E. Walter has agreed to extend their three year pricing for an additional year. HVAC services are used in all city buildings. Maintenance is in charge of City Hall, the fire stations, the police department and the buildings at 12<sup>th</sup> Street. The heating and cooling systems require constant upkeep because they are working hard in old buildings.

**FINANCIAL IMPLICATIONS:** There is money in the funds listed below.

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

Dept.	Name of Account	Account Number	Grant Code	Amount
101	General Fund	230.200-930.000		\$ 100,000.00
590	Water Fund	540.100-801.000		\$20,000.00
591	Sewer Fund	540.100-801.000		\$20,000.00
		<b>FY24 GRAND TOTAL</b>		<b>\$140,000.00</b>

**PRE-ENCUMBERED?** YES ☐ NO ☒ **REQUISITION NO:** 240007076, 230007498

**ACCOUNTING APPROVAL:** Kathryn Neumann Kathryn Neumann (Jul 12, 2023 08:05 EDT) **Date:** \_\_\_\_\_

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

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

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

**DEPARTMENT HEAD SIGNATURE:** Lee Osborne lee osborne (Jul 12, 2023 08:23 EDT)  
(Lee Osborne, Facilities Maintenance Supervisor)



**Service Division**

Date: March 7, 2023

To: City of Flint  
1101 S. Saginaw St.  
Flint, MI 48502

Attn: Kathryn Neumann

Re: 3-Year HVAC Contract Extension

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In reference to the current 3-year HVAC contract which expires June 30, 2023, William E. Walter, Inc. is in full agreement with The City of Flint to extend the current terms for one more year expiring June 30, 2024.

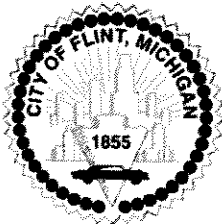
Thank you again for our continued relationship and allowing us to provide you with professional and timely heating and cooling services.

Sincerely,

*Randy McQuillin*

Randy McQuillin  
General Manager, Service Division





RESOLUTION NO.:

230216

PRESENTED:

JUL 19 2023

ADOPTED:

**Resolution Authorizing the Maintenance Renewal of Police  
Management System Tyler Technologies New World Systems for  
FY24**

**BY THE CITY ADMINISTRATOR:**

**WHEREAS**, the City of Flint Police Department is requesting the maintenance renewal of Tyler Technologies New World Systems Software; and

**WHEREAS**, the City of Flint Police Department utilize Tyler Technologies New World Systems software for CAD, Law Enforcement Records, Fire Records, Public Safety Interface, Photo Imaging, Mobile Management server, and Mobile Client Laptop; and

Account Number	Account Name	Amount
101-303.200-931.000	Maintenance Agreements	\$78,028.72

**IT IS RESOLVED**, that the proper City Officials, upon the City Council approval, are hereby authorized to enter into an agreement for standard software maintenance with Tyler Technologies New World System for the period July 1, 2023 through June 30, 2024, not to exceed \$78,028.72.

**APPROVED AS TO FORM:**

  
William Kim (Jul 7, 2023 15:50 EDT)

**Will Kim, Chief Legal Officer**

**FOR THE CITY OF FLINT:**

  
CLYDE D EDWARDS (Jul 10, 2023 11:43 EDT)

**Clyde Edwards, City Administrator**

**APPROVED AS TO FINANCE:**

  
Jane Mager (Jul 7, 2023 16:10 EDT)

**Jane Mager, Acting Chief Financial Officer**

**APPROVED BY CITY COUNCIL:**

**City Council President**





## CITY OF FLINT

---

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

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

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

**BUDGET YEAR 1**

**BUDGET YEAR 2**

**BUDGET YEAR 3**

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

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

**DEPARTMENT HEAD SIGNATURE:** \_\_\_\_\_  
*(PLEASE TYPE NAME, TITLE)*



**Remittance:**  
Tyler Technologies, Inc  
(FEIN 75-2303920)  
P.O. Box 203556  
Dallas, TX 75320-3556

# Invoice

Invoice No	Date	Page
130-136766	06/01/2023	1 of 3

## Questions:

Tyler Technologies- Public Safety  
Phone: 1-800-772-2260 Press 2, then 5  
Email: ar@tylertech.com



Bill To FLINT, MI POLICE DEPARTMENT  
PO BOX 246  
FLINT, MI 48501-0246

Ship To FLINT, MI POLICE DEPARTMENT  
PO BOX 246  
FLINT, MI 48501-0246

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
49941 - MAIN - MAIN	25233		USD	NET30	07/01/2023

Date	Description	Units	Rate	Extended Price
Contract No.: Flint, MI Police Departm				
	New World Fire Mobile Unit Standard Maintenance - Mobile Upload of Field Reports	80	41.90	3,352.00
	Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024			
	Briefing Notes - Maintenance	1	1,513.24	1,513.24
	Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024			
	Bookings - Maintenance	1	2,095.16	2,095.16
	Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024			
	Case Management - Maintenance	1	1,396.37	1,396.37
	Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024			
	Data Analysis/Crime Mapping/Management Reporting (LERMS) - Maintenance	1	4,190.32	4,190.32
	Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024			
	Field Investigations - Maintenance	1	1,396.37	1,396.37
	Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024			
	Gang Tracking - Maintenance	1	2,327.68	2,327.68
	Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024			
	Gun Permits and Registrations - Maintenance	1	1,396.37	1,396.37
	Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024			
	New World Standard Maintenance - Identix Interface MSP	1	1,396.37	1,396.37
	Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024			
	Federal UCR/IBR - Maintenance	1	1,396.37	1,396.37
	Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024			
	New World MSP Single Jurisdiction Law Enforcement CAD - Maintenance	80	122.21	9,776.80
	Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024			
	Narcotics Management - Maintenance	1	1,745.76	1,745.76
	Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024			
	Property Room Bar Coding - LERMS - Maintenance	1	1,396.37	1,396.37
	Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024			
	Equipment Tracking and Maintenance - Maintenance	1	0.00	0.00
	Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024			
	NFIRS 5.0 Electronic Reporting - Maintenance	1	1,513.24	1,513.24
	Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024			
	Citizen Reporting Interface - Maintenance	1	2,677.08	2,677.08
	Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024			
	On-Line Impounds Interface to State/NCIC - Maintenance	1	1,280.71	1,280.71
	Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024			
	New World Fire Records Standard Maintenance Base Package	18	426.76	7,681.68
	Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024			



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P.O. Box 203556  
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130-136766	06/01/2023	2 of 3

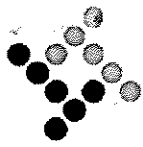
**Questions:**  
Tyler Technologies- Public Safety  
Phone: 1-800-772-2260 Press 2, then 5  
Email: ar@tylertech.com

Bill To: FLINT, MI POLICE DEPARTMENT  
PO BOX 246  
FLINT, MI 48501-0246

Ship To: FLINT, MI POLICE DEPARTMENT  
PO BOX 246  
FLINT, MI 48501-0246

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
49941 - MAIN - MAIN	25233		USD	NET30	07/01/2023

Date	Description	Units	Rate	Extended Price
	New World Third Party Maintenance - ArcGIS Advanced Enterprise Server Integration Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024	1	2,511.33	2,511.33
	Law Enforcement Management Data Mart (^CAD, RMS) Standard Maintenance - Includes 2 users Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024	2	349.40	698.80
	Web Query - Maintenance Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024	1	2,327.68	2,327.68
	New World Field Reporting Server Standard Maintenance Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024	30	27.15	814.50
	New World Decision Support Base Datamart Standard Maintenance Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024	1	0.00	0.00
	New World Mobile on MSP Server Integration Standard Maintenance - Mobile Upload Software (16-30 units) Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024	30	62.10	1,863.00
	Mugshot Image Download - Maintenance Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024	20	98.92	1,978.40
	Field Investigation Field Reporting (1 form) - Maintenance Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024	80	26.19	2,095.20
	Public Safety Lineups/Mug Shots (LERMS) - Maintenance Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024	1	4,655.39	4,655.39
	New World State/NCIC Interface - Maintenance Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024	1	2,560.23	2,560.23
	New World Data Merge to Aegis/MSP LE Records Standard Maintenance Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024	30	6.99	209.70
	New World Law Enforcement Mobile Unit Standard Maintenance - Field-Based Reporting - LE Field Reporting Compliance Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024	80	13.97	1,117.60
	New World Law Enforcement Mobile Unit Standard Maintenance - Mobile Message - LE State/NCIC via Switch Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024	50	75.92	3,796.00
	LE Field Reporting (Federal Standard) - Maintenance Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024	80	69.85	5,588.00
	New World Mobile on MSP Server Integration Standard Maintenance - MDT/MCT Base CAD/RMS Interface (51-100 units) Maintenance: Start: 01/Jul/2023, End: 30/Jun/2024	100	12.81	1,281.00



**tyler**  
technologies

**Remittance:**

Tyler Technologies, Inc  
(FEIN 75-2303920)  
P.O. Box 203556  
Dallas, TX 75320-3556

**Invoice**

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130-136766	06/01/2023	3 of 3

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Phone: 1-800-772-2260 Press 2, then 5  
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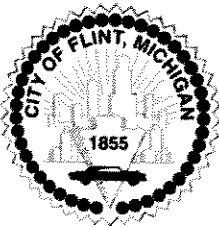
Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
49941 - MAIN - MAIN	25233		USD	NET30	07/01/2023

Date	Description	Units	Rate	Extended Price
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**\*\*ATTENTION\*\***

Order your checks and forms from  
Tyler Business Forms at 877-749-2090 or  
[tylerbusinessforms.com](http://tylerbusinessforms.com) to guarantee  
100% compliance with your software.

Subtotal	78,028.72
Sales Tax	0.00
Invoice Total	78,028.72



RESOLUTION NO.: 230217  
PRESENTED: JUL 19 2023  
ADOPTED: \_\_\_\_\_

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO JACK DOHENY COMPANY FOR VACTOR REPAIRS AND  
AUTHORIZING BUDGET AMENDMENT TO MOVE INSURANCE SETTLEMENT FUNDS**


WHEREAS, the Department of Public Works is requesting the issuance of a purchase order to Jack Doheny Company in the amount of \$239,198.15 to cover the cost of repairs to Vactor #7406.

WHEREAS, the Department of Finance is requesting to amend the FY2023 budget by moving \$214,198.15 insurance settlement proceeds received from Starr Surplus Lines Insurance Co. from Insurance Fund #677 to Sewer Fund #590 to cover the cost of repairs. The remaining balance of \$25,000.00 represents the City of Flint's responsibility to cover the insurance deductible.

IT IS RESOLVED, that the Purchasing Division is hereby authorized to issue a purchase order to Jack Doheny Company in the amount of \$239,198.15 for Vactor #7406 repairs.

IT IS FURTHER RESOLVED, that the appropriate officials are hereby authorized to do all things necessary to amend the FY2023 City of Flint budget by transferring insurance settlement funds in the amount of \$214,198.15 from the Insurance Fund #677 to Sewer Fund #590.

APPROVED AS TO FORM:

  
William Kim (Apr 25, 2023 10:05 EDT)

William Kim, City Attorney

APPROVED AS TO FINANCE:

  
Jane Mager (Apr 26, 2023 09:33 EDT)

Jane Mager, Acting Chief Financial Officer

FOR THE CITY OF FLINT:

CLYDE D. EDWARDS  
CLYDE D. EDWARDS (Apr 26, 2023 16:35 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

\_\_\_\_\_



## CITY OF FLINT

### RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 4/24/23

AGENDA ITEM TITLE: Vactor Repair

PREPARED BY: Cheri Priest, Utilities - Water Service Center

VENDOR NAME: Jack Doheny Supply

#### BACKGROUND/SUMMARY OF PROPOSED ACTION:

The Sewer Department requests a purchase order be issued to Jack Doheny Company for the repair of Vactor #7406, which was involved in an accident and sustained extensive damage. Of the \$239,198.15 required for repairs, \$214,198.15 is covered by the City of Flint's insurance. There is a remaining balance of \$25,000 for the insurance deductible to be paid by the Sewer Department. Please see the attached invoice for a detailed list of repairs. Jack Doheny was the original selling dealer when the vactor was purchased and considered the sole source provider for this repair.

A budget amendment of \$214,198.15 is being requested to move the insurance settlement funds from the #677 Insurance Fund to the #590 Sewer Fund. **The total cost not covered by insurance is the \$25,000 deductible.** A copy of the proof of loss from the insurance carrier is also attached.

FINANCIAL IMPLICATIONS: None

BUDGETED EXPENDITURE? YES ☒ X

Dept.	Name of Account	Account Number	Grant Code	Amount
Sewer Fund	Vehicle and Equipment Charges	590-540.208-863.000	N/A	\$239,198.15
FY23 GRAND TOTAL				\$239,198.15

PRE-ENCUMBERED? YES ☒ X NO REQUISITION NO: 2300067022

ACCOUNTING APPROVAL: Cheri Priest Date: 04/25/2023  
Cheri Priest (Apr 25, 2023 07:07 EDT)

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

DEPARTMENT HEAD SIGNATURE: Entrice Mitchell  
Entrice Mitchell, Sewer Maintenance Supervisor





Remit To  
**Jack Doheny Company**  
L3846  
Columbus OH, 43260-3846

## INVOICE

Invoice No.

190828

Invoice Date 3/29/23

SERVICE

**Invoice To**  
FLINT MICHIGAN, CITY OF  
P.O. BOX 246  
FINANCE DEPARTMENT  
FLINT MI 48501

**Ship To:**  
FLINT MICHIGAN, CITY OF  
P.O. BOX 246  
FINANCE DEPARTMENT  
FLINT MI 48501

## INFORMATION

Job Number:	38091	Due Date:	05/13/2023	Customer Code.:	FLIN0002
Service Date:	2/7/23	Taken By:	DJOHNS	Site Code:	_MAIN
Branch:	1100	Equip. Hours:	0	Site Contact:	
P.O. No.:	UNIT 7406	Equip. Miles:	6,970	Phone:	
Equip. No:	16747	Make:	VA	Serial No.:	19-11V-18917
Customer Eq. No:	7406	Model:	2100I	Chassis VIN:	1FVHG3FE8LHLW1537
Equip. Desc: 2115824I100A - VACTOR 2115 824 100G AUTO					

## NOTES

### Service Job Notes:

CITY OF FLINT ACCIDENT DAMAGE

THIS ESTMATE IS FOR REPAIRING EXTENSIVE DAMAGE TO THE CITY OF FLINT 2100 I COMBINATION SEWER TRUCK SERIAL #19-11V-18917, INVOLVED IN A COLLISION WITH A LOW BRIDGE. THE SCOPE OF REPAIRS INVOLVED TO PUT THE TRUCK INTO FULL OPERATING CONDITION AS DELIVERED FROM THE THE DATE AT MANUFACTURE. THE ORDER OF REPAIRS WILL INVOLVE JDC WILL PROVIDE TOWING FOR THE CHASSIS AND DEBRIS BODY TO JDC REPAIR FACILITY. NOTE THAT DAMAGED DEBRIS BODY MUST BE FREE OF MATERIAL BEFORE TRANSPORT AS THIS WILL BE RESPONSIBLE BY THE CITY OF FLINT. THE COMPLETE SUBFRAME, HYDRAULIC SYSTEM . VACUUM BLOWER, TRANSFERCASE WILL BE REMOVED TO BARE CHASSIS. THE BARE CHASSIS WILL THEN BE TOWED TO OUTSIDE REPAIR FACILITY FOR CHASSIS FRAME TO BE CHECKED AND STRAIGHTENED TO OEM SPECS WITH FULL AXLE ALIGNMENT. ONCE COMPLETED AT FRAME SHOP UNIT WILL BE TOWED BACK TO JDC FACILITY AND ASSEMBLY WILL PROCEED AS FOLLOWS. NEW SUBFRAME WILL BE INSTALLED, COMPLETE HYDRAULIC SYSTEM AND PUMPS WILL BE INSTALLED, TRANSFERCASE AND DRIVE LINE REINSTALLED, VACUUM BLOWER WILL BE EVALUATED AT TIME OF DISSASSEMBLY THE CONDITION OF THE BLOWER IS UNKNOWN IN MOST CIRCUMSTANCES IN THIS ACCIDENT THE BLOWER FEET MOUNTING CASTINGS CRACK. EITHER EXISTING OR NEW BLOWER WILL BE INSTALLED. BOOM WILL BE REINSTALLED, NEW DEBRIS BODY WILL BE INSTALLED AND FITTED ALL MOUNTING FEET AND PIVOT JOINTS, AND REAR DOOR MOUNTING HINGES AND LOCK BLOCKS ARE TACK WELDED AT FACTORY. FINAL FIT AND WELDING WILL BE PERFORMED. DEBRIS BODY WILL BE REMOVED AND PAINTED FACTORY FINISH WHITE. SUBFRAME AND ALL RELATED COMPONENTS WILL BE PAINTED FACTORY FINISH BLACK. FINAL ASSEMBLY WILL INCLUDE NEW TRASH PUMP IN DEBRIS BODY. THE REMAINDER OF ASSEMBLY WILL INCLUDE ALL TOOL BOXES, FENDERS, LIGHTING , SAFETY LIGHTING , WIRING HARNESSSES WILL BE NEW FROM CAB BACK TO REAR OF TRUCK. UPON FINAL ASSEMBLY A FULL OPERATIONAL TEST RUN OF ALL FUNCTIONS WILL BE TESTED. UPON COMPLETION UNIT WILL BE DOT COMPLIANT WITH ALL SAFTEY FUNCTIONS IN PLACE AT OEM SPEC.

THIS IS AN ESTIMATE ONLY, FURTHER CHARGES MAY BE NECESSARY UPON DISSASSEMBLY. AFTER ALL ISSUES ARE IDENTIFIED FROM THE INSPECTION OF COLLISION. THE LEAD TIMES FOR DEBRIS BODY AND SUBFRAME ARE

PLEASE SEE OUR TERMS AND CONDITIONS ON OUR WEBSITE TEAMJDC.COM



Remit To:  
**Jack Doheny Company**  
L3846  
Columbus OH, 43260-3846

## INVOICE

Invoice No.

190828

Invoice Date 3/29/23

SERVICE

16 TO 18 WEEKS UPON APPROVAL. IF THE JOB IS AWARDED ALL OF THE KNOWN PARTS WILL BE ORDERED, AND DISSASSEMBLY AND FRAME STRAIGHTENING WILL BE PERFORMED WHILE WAITING FOR PARTS TO ARRIVE. ESTIMATE DOES NOT INCLUDE BLOWER, WE WILL NEED TO REMOVE AND INSPECT BLOWER FOR DAMAGE. - 10 HOURS TO REMOVE AND INSPECT. IF BLOWER NEEDS TO BE REPLACED, REPLACEMENT BLOWER IS \$26,944.35. NOTE ALL REPAIRS PERFORMED IN CONJUNCTION WITH ESTIMATE 38091  
INSTALLED NEW DEBRIS BODY ASSEMBLY.

## DETAILS

Qty	Type	Part No.	Description	Rate	Price	Tax	Amount
98.50	LABOR	MAUL	GENERAL LABOR	\$125.00	\$12,312.50	\$0.00	\$12,312.50
9.50	LABOR	FLES	GENERAL LABOR	\$125.00	\$1,187.50	\$0.00	\$1,187.50
1.00	PART	VA-479620D	2100 PLUS SUBFRAME HARNESS	\$3,199.57	\$3,199.57	\$0.00	\$3,199.57
1.00	PART	VA-502947D	COVER PLATE, SUBFRAME, REAR	\$122.61	\$122.61	\$0.00	\$122.61
1.00	PART	ZZ-TOWING	TOW CHARGES	\$2,850.00	\$2,850.00	\$0.00	\$2,850.00
10.00	PART	VA-508837A	MICROPULSE ULTRA 6 LED	\$157.16	\$1,571.60	\$0.00	\$1,571.60
1.00	PART	VA-504016L	WATERTANK,AL,106L,CNTR,235GA L	\$5,215.25	\$5,215.25	\$0.00	\$5,215.25
1.00	PART	VA-508186A	DECAL,TRASH PUMP GREASE	\$1.50	\$1.50	\$0.00	\$1.50
1.00	PART	VA-63607BA	LOWER TAIL PLATE, SWIRLED	\$141.34	\$141.34	\$0.00	\$141.34
1.00	PART	VA-504019	WATERTANK,AL,30ID,UR,515GAL	\$10,252.36	\$10,252.36	\$0.00	\$10,252.36
1.00	PART	VA-504020	WATERTANK,AL,30ID,UL,515GAL	\$9,229.24	\$9,229.24	\$0.00	\$9,229.24
1.00	PART	VA-510355	CONTACTLESS ROTORY SENSOR	\$581.33	\$581.33	\$0.00	\$581.33
1.00	PART	VA-1099061	CARTRIDGE-HYD FILTER	\$155.49	\$155.49	\$0.00	\$155.49
1.00	PART	VA-1800143	DECAL,SAFETY TIE OFF POINT	\$10.95	\$10.95	\$0.00	\$10.95
1.00	PART	VA-1800148	DECAL,CONFINED SPACE,BILINGUAL	\$21.23	\$21.23	\$0.00	\$21.23
1.00	PART	VA-40620	SWITCH - MICRO	\$362.08	\$362.08	\$0.00	\$362.08
1.00	PART	VA-40621	SWITCH ARM	\$33.92	\$33.92	\$0.00	\$33.92
1.00	PART	VA-45658QA	DOUBLE ACTING TELESCOPIC CYL.	\$2,587.27	\$2,587.27	\$0.00	\$2,587.27
1.00	PART	VA-45716	COMPRESSION JOINT 10IN	\$581.64	\$581.64	\$0.00	\$581.64
4.00	PART	VA-45742AC	GROMMENT,RUBBER	\$3.23	\$12.92	\$0.00	\$12.92
2.00	PART	VA-45742C	LIGHT,RED L.E.D.	\$30.73	\$61.46	\$0.00	\$61.46
2.00	PART	VA-45742G	BACK-UP LIGHT,4" L	\$143.66	\$287.32	\$0.00	\$287.32
4.00	PART	VA-45743E	LIGHT,CLEARANCE,LED,RED	\$24.82	\$99.28	\$0.00	\$99.28
4.00	PART	VA-45746	GROMMET	\$2.78	\$11.12	\$0.00	\$11.12
4.00	PART	VA-46516A	TOGGLE BOLT CLAMP	\$35.27	\$141.08	\$0.00	\$141.08

PLEASE SEE OUR TERMS AND CONDITIONS ON OUR WEBSITE TEAMJDC.COM



Remit To:  
**Jack Doheny Company**  
L3846  
Columbus OH, 43260-3846

## INVOICE

Invoice No.

190828

Invoice Date

3/29/23

SERVICE

### DETAILS

Qty	Type	Part No.	Description	Rate	Price	Tax	Amount
1.00	PART	VA-46608AB	F.S. LATITUDE SIG. MASTER 48IN	\$432.96	\$432.96	\$0.00	\$432.96
1.00	PART	VA-47394K	RUBBER HOSE 10IN X 14IN	\$140.29	\$140.29	\$0.00	\$140.29
1.00	PART	VA-48988FA	GS IP CAMERA W/IR (REAR)	\$672.66	\$672.66	\$0.00	\$672.66
1.00	PART	VA-48988HD	7M M/F ETHERNET CAMERA CABLE	\$298.50	\$298.50	\$0.00	\$298.50
64.00	PART	VA-49240-FT	PRE-LUBED HOSE, FT	\$3.50	\$574.00	\$0.00	\$574.00
1.00	PART	VA-49654A-SP	RUBBER SEAL ASSY - 10IN	\$437.82	\$437.82	\$0.00	\$437.82
2.00	PART	VA-503283R	TAILLIGHT BRACKET,AL	\$172.68	\$345.36	\$0.00	\$345.36
2.00	PART	VA-504842B	BOLTING STRAP, TAIL LIGHT BRKT	\$17.74	\$35.48	\$0.00	\$35.48
1.00	PART	VA-508186	DECAL, 2100 PLUS LUBE CHART	\$73.69	\$73.69	\$0.00	\$73.69
3.00	PART	VA-511843	CAB GUARD STROBE BRACKET	\$28.31	\$84.93	\$0.00	\$84.93
2.00	PART	VA-511957B	LOGO, 2100I 12X5.1	\$157.39	\$314.78	\$0.00	\$314.78
1.00	PART	VA-53676	DECAL, MOVING PARTS	\$6.87	\$6.87	\$0.00	\$6.87
3.00	PART	VA-62161D	DUMP CYL PIN WASHER	\$4.65	\$13.95	\$0.00	\$13.95
1.00	PART	VA-62196J	AIR PIPE WELDMENT	\$1,336.46	\$1,336.46	\$0.00	\$1,336.46
1.00	PART	VA-63833B	INLET HEAD WELDMENT 10IN	\$1,028.61	\$1,028.61	\$0.00	\$1,028.61
12.00	PART	VA-66603AE	TANK STRAP - 30IN ID TANK	\$74.12	\$889.44	\$0.00	\$889.44
1.00	PART	VA-89384CA	DECAL, DOOR PROP	\$10.09	\$10.09	\$0.00	\$10.09
4.00	PART	VA-502801A	CENTER SUPPORT WELDMENT, SUBFRA	\$430.46	\$1,721.84	\$0.00	\$1,721.84
1.00	PART	VA-502672DZZ	DEBRIS BODY, REAR DOOR, CYCLONES	\$88,589.36	\$88,589.36	\$0.00	\$88,589.36
1.00	PART	VA-503746D	COMPLETE SUB FRAME	\$28,262.10	\$28,262.10	\$0.00	\$28,262.10
30.00	LABOR	STRAUB	GENERAL LABOR	\$125.00	\$28,750.00	\$0.00	\$28,750.00
1.00	PART	VA-511308	IP CAMERA PIVOT BRACKET	\$16.57	\$16.57	\$0.00	\$16.57
1.00	PART	VA-58383	SEAL - 3/8 X 11 3/4 X 11 3/4	\$86.01	\$86.01	\$0.00	\$86.01
1.00	OTHER	OUTSIDE LABOR	HOSE ASSY	\$164.70	\$164.70	\$0.00	\$164.70
17.00	LABOR	FUGA	GENERAL LABOR	\$125.00	\$2,125.00	\$0.00	\$2,125.00
1.00	PART	SE-35740R	TRIO LIGHT	\$76.50	\$76.50	\$0.00	\$76.50
2.00	PART	VA-66430JT	RETAINING WASHER / BOLTED	\$5.43	\$10.86	\$0.00	\$10.86
4.00	PART	VA-45730	BAND CLAMP T/BOLT 6.28 - 6.59	\$5.66	\$22.64	\$0.00	\$22.64
50.00	PART	ZZ-SJO164	CABLE 16/4 SJO /FT	\$0.58	\$29.00	\$0.00	\$29.00
1.00	PART	VA-62161C	DUMP CYLINDER PIN WLD	\$55.91	\$55.91	\$0.00	\$55.91

PLEASE SEE OUR TERMS AND CONDITIONS ON OUR WEBSITE TEAMJDC.COM



Remit To  
**Jack Doheny Company**  
L3846  
Columbus OH, 43260-3846

## INVOICE

Invoice No.

190828

Invoice Date 3/29/23

SERVICE

### DETAILS

Qty	Type	Part No.	Description	Rate	Price	Tax	Amount
1.00	PART	SE-15208	LICENSE PLATE LIGHT	\$3.47	\$3.47	\$0.00	\$3.47
1.00	PART	SE-43960	LICENSE LT BRKT	\$8.75	\$8.75	\$0.00	\$8.75
20.00	PART	ZZ-T605AA300	3" VAC HOSE, OIL	\$14.25	\$285.00	\$0.00	\$285.00
1.00	PART	JS-1009-HF-KIT	HYD FITTINGS	\$20.78	\$20.78	\$0.00	\$20.78
36.00	LABOR	SLIZ	GENERAL LABOR	\$125.00	\$4,500.00	\$0.00	\$4,500.00
1.00	OTHER	OUTSIDE PART	PVC PIPE COUPLERS AND GLUE	\$38.23	\$38.23	\$0.00	\$38.23
20.00	PART	ZZ-T605AA250	2 1/2" VAC HOSE, OIL	\$17.83	\$356.60	\$0.00	\$356.60
30.50	LABOR	NOVO	GENERAL LABOR	\$125.00	\$3,812.50	\$0.00	\$3,812.50
1.00	PART	ZZ-BPN3X8	3" X 8" NIPPLE	\$42.25	\$42.25	\$0.00	\$42.25
2.00	PART	TX-HS3K-20	1 1/4IN ISOBARIC SPIRAL 3,000 PSI TERA-GLIDE CVR	\$21.09	\$42.18	\$0.00	\$42.18
1.00	PART	TX-F4-2020-JFS	2020 JIC FEMALE SWIVEL	\$56.79	\$56.79	\$0.00	\$56.79
1.00	PART	TX-F4-2020-JFS 45M	2020 JIC FEMALE SWIVEL 45" BENT TUBE MEDIUM DROP	\$92.03	\$92.03	\$0.00	\$92.03
46.00	PART	TX-HB5K-8	3/8IN ISOBARIC BRAID 5,100 PSI TERA-GLIDE CVR	\$3.25	\$149.50	\$0.00	\$149.50
25.00	PART	TX-HB5K-8	1/2IN ISOBARIC BRAID 5,100 PSI TERA-GLIDE CVR	\$3.25	\$81.25	\$0.00	\$81.25
4.00	PART	TX-F2-0806-JFS	0606 JIC FEMALE SWIVEL	\$5.51	\$22.04	\$0.00	\$22.04
2.00	PART	TX-F2-0808-JFS	0808 JIC FEMALE SWIVEL	\$6.72	\$13.44	\$0.00	\$13.44
3.00	PART	TX-F2-1212-JFS	1212 JIC FEMALE SWIVEL	\$11.88	\$35.64	\$0.00	\$35.64
27.00	PART	TX-HB4K-12	3/4IN ISOBARIC BRAID 4,100 PSI TERA-GLIDE CVR	\$5.93	\$160.11	\$0.00	\$160.11
1.00	PART	HF-5000-08-08	08FP-08FP	\$7.05	\$7.05	\$0.00	\$7.05
1.00	PART	HF-2501-8-8	1/2MJ X 1/2MP 90 ELB	\$7.77	\$7.77	\$0.00	\$7.77
1.00	PART	TX-F2-0808-JFS 45M	0808 JIC FEMALE SWIVEL 45" BENT TUBE MEDIUM DROP	\$15.11	\$15.11	\$0.00	\$15.11
3.00	PART	JS-4EF4-S-LS	1/2" COUPLING FXF	\$35.00	\$105.00	\$0.00	\$105.00
1.00	PART	JS-E4F4-S	1/2" MALE X FEMALE	\$7.50	\$7.50	\$0.00	\$7.50
1.00	PART	VA-70537B	ADAPT, HYD, 8JICX10ORB 90° LG	\$20.87	\$20.87	\$0.00	\$20.87
1.00	PART	VA-70524B	ADAPT, HYD, 8JICX12ORB 45°	\$11.89	\$11.89	\$0.00	\$11.89
1.00	PART	TX-F2-0808-PM	0808 NPT MALE	\$4.98	\$4.98	\$0.00	\$4.98
1.00	OTHER	MISC CHARGE	PAINT SUPPLIES FOR MAIN VAC PIPE	\$1,975.00	\$1,975.00	\$0.00	\$1,975.00
2.00	PART	HF-2403-6	3/8 TUBE UNION	\$1.35	\$2.70	\$0.00	\$2.70
1.00	PART	HF-6500-12	MALE JIC X FEMALE JI	\$10.75	\$10.75	\$0.00	\$10.75

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Remit To:  
**Jack Doheny Company**  
L3846  
Columbus OH 43260-3846

# INVOICE

Invoice No. 190828

Invoice Date 3/29/23

SERVICE

## DETAILS

Qty	Type	Part No.	Description	Rate	Price	Tax	Amount
1.00	PART	VA-479620E	2100 PLUS DEBRIS BODY HARNESS	\$1,226.44	\$1,226.44	\$0.00	\$1,226.44
2.00	PART	VA-45817F	6IN X 4IN RUBBER HUMP HOSE	\$124.75	\$249.50	\$0.00	\$249.50
2.00	PART	VA-34999D	REAR BODY HINGE PIN WLD	\$60.35	\$120.70	\$0.00	\$120.70
7.00	PART	VA-45824F	HOSE,SUCTION/DISCHRG,3,ROY ALF	\$57.30	\$401.10	\$0.00	\$401.10
2.00	PART	JS-E4M4-S	1/2" MALE X MALE	\$7.50	\$15.00	\$0.00	\$15.00
2.00	PART	VA-36582A	BRACKET WELDMENT,HOSE MOUNTING	\$56.43	\$112.86	\$0.00	\$112.86
3.50	LABOR	SNOW	GENERAL LABOR	\$125.00	\$437.50	\$0.00	\$437.50
1.00	PART	ST-TP0300301	TRASH PUMP-CE MODEL	\$1,800.00	\$1,800.00	\$0.00	\$1,800.00
1.00	PART	HF-2403-12-12	12MJ-12MJ	\$7.45	\$7.45	\$0.00	\$7.45
2.00	PART	HF-2404-08-08	08MJ-08MP	\$3.54	\$7.08	\$0.00	\$7.08
1.00	PART	VA-502947D	COVER PLATE, SUBFRAME, REAR	\$1,109.03	\$1,109.03	\$0.00	\$1,109.03
2.00	PART	VA-44669	PIN - .500 DIA X 2.125	\$2.79	\$5.58	\$0.00	\$5.58
8.00	PART	VA 47974B	TT, P/T, 10/32X5/8, Z/C	\$0.59	\$4.72	\$0.00	\$4.72
2.00	PART	ZZ-451-006-518 VS	10M GREASE FITTING S	\$15.00	\$30.00	\$0.00	\$30.00
1.00	PART	HF-6801-4	1/4 MJIC X MOR 90°	\$3.95	\$3.95	\$0.00	\$3.95
1.00	PART	TX-F2-1212-JM	1212 JIC MALE	\$12.95	\$12.95	\$0.00	\$12.95
1.00	PART	VA-48988HD	7M M/F ETHERNET CAMERA CABLE	\$311.94	\$311.94	\$0.00	\$311.94
2.00	PART	VA-508637A	MICROPULSE ULTRA Y 6 LED	\$164.23	\$328.46	\$0.00	\$328.46
2.00	PART	SE-10385R	LAMP RED	\$26.75	\$53.50	\$0.00	\$53.50
2.00	PART	SE-94718	PIG TAIL / TL	\$3.51	\$7.02	\$0.00	\$7.02
2.00	PART	VA-45746	GROMMET	\$2.91	\$5.82	\$0.00	\$5.82
1.00	PART	SE-75020	3 WAY MALE HOUSING	\$1.00	\$1.00	\$0.00	\$1.00
1.00	PART	SE-75018	3 WAY FEMALE HSG	\$1.00	\$1.00	\$0.00	\$1.00
1.00	PART	VA-511656E	VACUUM PIPE WELDMENT, 7IN HXX	\$673.71	\$673.71	\$0.00	\$673.71
1.00	PART	VA-511656D	VACUUM PIPE WELDMENT, 7IN X 72IN	\$491.14	\$491.14	\$0.00	\$491.14
10.50	LABOR	MART	GENERAL LABOR	\$125.00	\$1,312.50	\$0.00	\$1,312.50
3.00	PART	SE-94707	LED PL3,PIGTAIL	\$5.50	\$16.50	\$0.00	\$16.50
1.00	PART	SE-725178	WIRE HARNESS TERMINAL HOUSING - OEM GROTE	\$7.84	\$7.84	\$0.00	\$7.84
1.00	PART	SE-725177	PRIMARY WIRE TERMINALS	\$7.86	\$7.86	\$0.00	\$7.86

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Remit To  
**Jack Doheny Company**  
L3846  
Columbus OH, 43260-3846

# INVOICE

Invoice No.

190828

Invoice Date

3/29/23

SERVICE

## DETAILS

Qty	Type	Part No.	Description	Rate	Price	Tax	Amount
2.00	PART	JS-JDSMF-B	JDS 24 X 15 MUD FLAP	\$13.50	\$27.00	\$0.00	\$27.00
3.00	PART	VA-49248	UNION, LUBE SYSTEM	\$39.80	\$119.40	\$0.00	\$119.40
2.00	PART	SE-40052	3" REFLECTOR	\$4.00	\$8.00	\$0.00	\$8.00
2.00	PART	ZZ-508-510-VS	10M(1/8)X6M 90 ELBOW	\$19.50	\$39.00	\$0.00	\$39.00
1.00	PART	SE-40053	3" AMBER REFLECTOR	\$2.85	\$2.85	\$0.00	\$2.85
1.00	PART	HF-2406-06-04	06FJ-04MJ	\$3.63	\$3.63	\$0.00	\$3.63
4.00	PART	VA-49241	STRAIGHT PUSHLOCK FITTING FOR	\$25.13	\$100.52	\$0.00	\$100.52
1.00	PART	VA-507635F	TANK VENT STAND PIPE	\$220.47	\$220.47	\$0.00	\$220.47
1.00	PART	VA-508637B	MICROPULSE ULTRA 12 LED	\$194.31	\$194.31	\$0.00	\$194.31
1.00	PART	VA-511843A	REAR DOOR STROBE - P/S BRACKET	\$26.97	\$26.97	\$0.00	\$26.97
1.00	PART	VA-511843B	REAR DOOR STROBE - D/S BRACKET	\$26.92	\$26.92	\$0.00	\$26.92
2.00	PART	VA-1320995	DECAL, CLEAN OUT	\$8.99	\$17.98	\$0.00	\$17.98
3.00	PART	VA-1800128	DECAL, WARNING BOX/DOOR PROP	\$33.70	\$101.10	\$0.00	\$101.10
1.00	PART	VA-47047HC	DECAL, WARNING, PRESSURE RELIEF	\$40.96	\$40.96	\$0.00	\$40.96
5.00	PART	ZZ-SIDEWINDE R3	3" COVER W/ VELCRO	\$8.50	\$42.50	\$0.00	\$42.50
1.00	PART	ZF-1748XD	OIL FILTER	\$54.23	\$54.23	\$0.00	\$54.23
1.00	PART	SE-75028	6 WAY MALE HOUSING	\$1.08	\$1.08	\$0.00	\$1.08
1.00	PART	VA-1800165A	DECAL, GENERAL OPERATION, VACTOR	\$157.40	\$157.40	\$0.00	\$157.40
3.00	LABOR	SKAL	GENERAL LABOR	\$125.00	\$375.00	\$0.00	\$375.00
2.00	PART	ZZ-80W90	GEAR LUBE / QT.	\$13.84	\$27.68	\$0.00	\$27.68
60.00	PART	ZZ-AW68	HYDRAULIC OIL ( G )	\$18.75	\$1,125.00	\$0.00	\$1,125.00
1.00	PART	VA-49929	SPRING CLIP HOLDER	\$14.02	\$14.02	\$0.00	\$14.02
1.00	PART	VA-45108HE	SINGLE AXIS J1939 JOYSTICK	\$1,166.38	\$1,166.38	\$0.00	\$1,166.38
1.00	PART	DX-ST35	3IN MALE NPT COMBO NIPPLE W/OUT KNURL UNPLATED STE	\$20.53	\$20.53	\$0.00	\$20.53
1.00	PART	VA-62637	PUMP MOUNTING PLATE	\$112.60	\$112.60	\$0.00	\$112.60
1.00	PART	VA-511694ZA	SHAFT SEAL	\$163.93	\$163.93	\$0.00	\$163.93
1.00	PART	VA-510138	DECAL, CYCLONE WASHOUT	\$3.14	\$3.14	\$0.00	\$3.14
1.00	PART	VA-48988FB	GS IP CAMERA W/IR (FRONT)	\$764.56	\$764.56	\$0.00	\$764.56
1.00	PART	VA-510138B	DECAL, HP CYCLONE WASHOUT	\$3.59	\$3.59	\$0.00	\$3.59

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Remit To:  
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L3846  
Columbus OH, 43260-3846

# INVOICE

Invoice No.

190828

Invoice Date

3/29/23

SERVICE

## DETAILS

Qty	Type	Part No.	Description	Rate	Price	Tax	Amount
1.00	PART	ZZ-LSZ52B	MICRO SWITCH	\$64.65	\$64.65	\$0.00	\$64.65
1.00	PART	VA-47049MU	DECAL,RODDER HOSE DATA,1,3000	\$8.20	\$8.20	\$0.00	\$8.20
1.00	PART	VA-505206A	MOUNTING BRACKET, MICROSWITCH	\$44.58	\$44.58	\$0.00	\$44.58
1.00	PART	VA-44542	CONNECTOR,1/2	\$11.98	\$11.98	\$0.00	\$11.98
(1.00)	PART	VA-1099061	CARTRIDGE-HYD FILTER	\$162.49	\$(162.49)	\$0.00	\$(162.49)
8.00	LABOR	GATE	GENERAL LABOR	\$125.00	\$1,000.00	\$0.00	\$1,000.00
1.00	PART	VA-45068E	CYLINDER,HYD,WELDED,3 X 3	\$482.21	\$482.21	\$0.00	\$482.21
1.00	OTHER			\$4,500.00	\$4,500.00	\$0.00	\$4,500.00

Labor Total:	\$55,812.50
Parts Total:	\$176,707.72
Consumables:	\$0.00
Freight:	\$0.00
Other:	\$6,677.93
Tax:	\$0.00
Total:	\$239,198.15

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Payment Terms: 45 DAYS FROM INVOICE

PLEASE SEE OUR TERMS AND CONDITIONS ON OUR WEBSITE TEAMJDC.COM





## PROOF OF LOSS

DATE April 12, 2023

RE: INSURED : City of Flint  
ADDRESS : 1101 S. Saginaw St. Room 203  
CITY, STATE, ZIP : Flint, MI 48502  
CLAIM NO : CHI22692461  
POLICY NUMBER : ITC11203321  
POLICY PERIOD : December 25, 2021 to December 25, 2022  
INSURANCE CO. : Starr Surplus Lines Insurance Co.  
AGENT/BROKER : AmWINS Brokerage of Illinois  
TYPE LOSS : Collision  
LOSS DATE : March 1, 2022  
LOSS LOCATION : Flint, MI  
SEDGWICK CLAIM NO : MIC22053780  
LIEN HOLDER : None

Involved Risk : 2019 Freightliner Vactor – VIN: 1FVHG3FE8LHLW1537

### LOSS COMPUTATION SUMMARY

PROPERTY DAMAGE : \$239,198.15  
LESS DEDUCTIBLE : \$25,000.00  
LESS PRIOR PAYMENT : \$150,000.00  
FINAL PAYMENT : \$64,198.15

No property is mentioned herein but that involved in the loss and insured under this policy. The insured(s) agree(s) to notify the insurer in case of recovery of any part of the property for which a claim is being made. The said loss or damage did not originate by any intentional act, or design on part of the insured(s) and nothing has been done by or with the insured's(s) knowledge or consent to violate any of the conditions of the policy or render it void. Any attachments hereto are made a part of this Proof of Loss and Subrogation Agreement. It is expressly understood and agreed that the furnishing of the Proof of Loss and Subrogation Agreement to the insured(s), or the assistance of an adjuster or any person otherwise an agent of the Company in making of this Proof of Loss and Subrogation Agreement is an act of courtesy and is not a waiver of any of the rights of the insurance company. Any other information and/or documents required by the insurance company shall be furnished, wherever possible, on request and considered a part of this document. The insured(s) hereby assign(s), transfer(s), and set(s) over to the insurance company any and all claims or causes of action of whatsoever kind and nature, held now and hereafter by the policyholder(s), to recover against any person(s) or entity(ies) as the result of the loss described above to the extent of the payment(s) made by the insurance company. The insured(s) agree(s) that the insurance company may enforce the same in such manner as shall be necessary or appropriate for the use and benefit of the insurer, either in its own name or in the name of the insured(s) and that the insured(s) will furnish such materials, information or evidence within the insured(s) possession or control for any such claim, demand or cause of action has been made in favor of any person(s) or entity(ies). The insured(s) hereby make claim upon the insurance company as follows, in full and final settlement of the loss and damage arising therefrom, and agree that payment of the amount presented above constitutes full performance of the obligation(s) of the insurance company under the policy.

Witness my hand on : Date 4 / 17 / 2023 State Michigan County Genesee  
Signature : Jane Mager  
Personally appeared : Jane Mager signer of this document and made oath that it  
is true and that no material fact of any kind is withheld. Subscribed and sworn to me on the date above.  
Notary Public : Kelley Campbell Commission Expires 2 / 14 / 2026

ANY PERSON WHO KNOWINGLY, WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURANCE COMPANY  
FILES A STATEMENT OF CLAIM CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS  
GUILTY OF A CRIME.