

# **City of Flint, Michigan**

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



## **Meeting Agenda - FINAL**

**Wednesday, July 5, 2023**

**5:00 PM**

**GENESEE COUNTY ADMINISTRATION BUILDING**

### **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  
Allie Herkenroder, Ward 7  
Eva L. Worthing, Ward 9*

*Davina Donahue, City Clerk*

**ROLL CALL****REQUEST FOR CHANGES AND/OR ADDITIONS TO THE AGENDA****CLOSED (EXECUTIVE) SESSION**

*The Department of Law requests an Executive Session for the purpose of discussing the Local 1600 Union ratification.*

**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%.

**230184**      Donation/Fireman's Challenge

Resolution resolving that that the appropriate City Officials are authorized to do all things necessary to accept the Fireman's Challenge donation check received from Joshua Woods of Livonia, MI and Pi Kappa Alpha fraternity at Kettering University, amend the FY24 budget, appropriate funding for revenue and expenditures for the FY24 budget year in the amount of \$3,847.49 and to record the donation revenue with grant code OPKA-FRCHDN.

**230185**      Grant Acceptance/State of Michigan (SOM)/Public Assistance Grant Program (FEMA)

Resolution resolving that the appropriate City officials are authorized to do all things necessary to process a budget amendment recognizing grant revenue and corresponding appropriations under grant code FFEMA-CRV23 in the amount of \$115,469.69.

**230186**      Grant Acceptance/Charles Stewart Mott Foundation/Financial Recovery Technical Assistance

Resolution resolving that the appropriate City Officials are authorized to do all things necessary to accept the grant funds set forth in the grant agreement of C.S. Mott Grant 2023-11681 in the amount of \$750,000.00 to appropriate revenue and expenditure amounts and to make the grant funds available in the current and any subsequent fiscal years that funding continues to remain available by the grantor.

**230187**      PVS Technologies/Aqueous Ferrous Chloride

Resolution resolving that the Proper City Officials are hereby authorized to issue a Purchase Order for the two year supply of Aqueous Ferrous Chloride for Water Pollution Control to PVS Technologies, Inc. for FY 2024 in the not-to-exceed amount of \$220,000.00, pending budget adoption and for FY2025 in the not to exceed amount of \$240,000.00, pending budget adoption, a two year not-to-exceed amount of \$460,000.00.

**230188**      McNaughton-McKay Electric/Various Supplies

Resolution resolving that the Proper City Officials are hereby authorized to approve a three-year purchase agreement and to issue Purchase Orders to McNaughton-McKay Electric for the supply of electrical and electronic parts as

described for fiscal years, 2024 – not-to-exceed \$343,000.00, 2025 – not-to-exceed \$343,000.00, and 2026 – not-to-exceed \$343,000.00, contingent upon approval and adoption of the respective budgets.

**230189** Polydyne Inc./Liquid Cationic Polymer

Resolution resolving that the Proper City Officials are hereby authorized to issue a Purchase Order for the supply of Liquid Cationic Polymer for Water Pollution Control to Polydyne, Inc. for FY 2024 in the not-to-exceed amount of \$225,000.00.

**230190** Spalding DeDecker/Sidewalk Assessment

Resolution resolving that the Proper City Officials are hereby authorized to enter into a contract with Spalding DeDecker for a city-wide sidewalk assessment, along with GIS integration for Wards 1-9, in an amount not to \$111,000.00.

**230191** Monster Tree Service/Urban Forestry Services

Resolution resolving that the Proper City Officials are hereby authorized to enter change order #1 with Monster Tree Service for the final year (7/1/23 – 6/30/24) of the urban forestry services in the amount of \$95,000.00 and an aggregate amount of \$155,000.00.

**230192** Ace Saginaw Paving Company/Asphalt Paving Materials

Resolution resolving that the Division of Purchases & Supplies is hereby authorized to issue purchase orders to Ace Saginaw Paving Company for asphalt paving materials for FY24, in the amount not to exceed \$2,250,000.00.

**230193** Bolle Contracting LLC/Demolition Contractor Services/Blight Department

Resolution resolving that the proper city of Flint officials are hereby authorized to enter into a contract with Bolle Contracting, LLC for demolition, debris removal, backfill with sand and Topsoil and seed for FY24 (07/01/23 - 06/30/24) in an amount not to exceed \$202,000.

**230194** EJ USA/Hydrants, Grates and Manhole Covers

Resolution resolving that the Division of Purchases & Supplies is hereby authorized to issue purchase orders to EJ USA for hydrants, grates and manhole covers for a three year period (7/1/23 – 6/30/26) in the annual amount not to exceed \$185,000.00. (\$185,000.00 pending adoption of the FY25 budget, \$185,000.00 pending adoption of the FY26 budget).

**230195** Modern Industries/Concrete

Resolution resolving that the Division of Purchases & Supplies is hereby authorized to issue purchase orders to Modern Industries for ready-mix concrete for a two year period (7/1/23 – 6/30/25) in the annual amount not to

exceed \$263,000.00. (\$263,000.00 pending adoption of the FY25 budget).

**230196**      Budget Amendment/Risk and Benefit Insurance Fund/Lighthouse Insurance Group

Resolution resolving that the appropriate City officials are authorized to do all things necessary to incorporate the approved appropriation changes into the FY2024 operating budget of the City of Flint.

**230197**      Lighthouse Insurance Group/Workers Compensation Excess Policy

Resolution resolving that the appropriate City officials are authorized to enter into a contract with Lighthouse Insurance Group to provide the City with excess workers compensation insurance coverage through Midwest Employers Insurance Company at a premium cost amount not to exceed \$124,997.00 for the period beginning 7/1/23 to 7/1/24.

**230198**      Arnold Sales/Janitorial Supplies

Resolution resolving that the Division of Purchases & Supplies is hereby authorized to issue purchase orders to Arnold Sales for janitorial supplies, in the yearly (Fiscal Years 24, 25 and 26) amount not to exceed \$47,200.00 and an aggregate amount of \$141,600.00. (\$47,200 pending adoption of the FY25 budget, \$47,200 pending adoption of the FY26 budget).

**230199**      M & M Pavement Marking, Inc./Pavement Marking Services

Resolution resolving that the Proper City Officials, upon City Council's approval, are hereby authorized to enter into a contract with M & M Pavement Marking, Inc. for pavement marking services for a three year period, in the FY24 amount not to exceed \$145,000.00, FY25 amount not to exceed \$150,000.00 and the FY26 amount not to exceed \$155,000.00. (\$150,000 pending adoption of the FY25 budget, \$155,000 pending adoption of the FY26 budget).

**230200**      William E. Walter/HVAC Services

Resolution resolving that the Division of Purchases & Supplies is hereby authorized to issue a purchase order to William E. Walter for HVAC services, in the amount not to exceed \$100,000.00.

**230201**      Dover & Company/Overhead Door Services

Resolution resolving that the Division of Purchases & Supplies is hereby authorized to issue purchase orders to Dover & Co. for overhead door services, in the yearly (Fiscal Years 24, 25 and 26) amount not to exceed \$84,500.00. (\$84,500 pending adoption of the FY25 budget, \$84,500 pending adoption of the FY26 budget).

**230202**      Approval/Collective Bargaining Wage Reopener Agreement/City of Flint/AFSCME Local 1600

Resolution resolving that the Flint City Council RATIFIES the Tentative Agreement between the City of Flint and AFSCME Local 1600.

## **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.

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**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

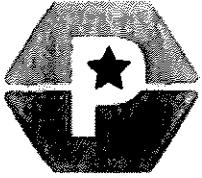
The Parties agree to work collaboratively to develop and maintain a detailed budget that outlines individual expense items under the broad grant element categories outlined in Table 1. The Partnership

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 Nee'ey <saneeley@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  
 The City would be open to accepting a three year extension instead of the current contractual two, one year extensions. The first extension, as is  
 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 to extend the 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

230184



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

PRESENTED: JUL - 5 2023

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

**RESOLUTION TO AUTHORIZE, ACCEPT AND SPEND THE FIREMAN'S CHALLENGE TOURNAMENT DONATION CHECK RECEIVED FROM JOSHUA WOODS OF LIVONIA, MI AND PI KAPPA ALPHA FRATERNITY AT KETTERING UNIVERSITY FLINT, MI IN THE AMOUNT OF \$3,847.49.**

**BY THE CITY ADMINISTRATOR:**


**WHEREAS**, the city of Flint Fire Department received a donation check in the amount of \$3,847.49 from Joshua Woods of Livonia, MI and Pi Kappa Alpha fraternity at Kettering University. The fundraising event, Fireman's Challenge, a philanthropic tournament, occurred May 15-20, 2023.

**WHEREAS**, the Fireman's Challenge Philanthropic Tournament was an event held by Pi Kappa Alpha fraternity for fundraising for the Flint Fire Department.

Account Number & Grant Code	Account Name	Amount
296-337.999-752.000 & OPKA-FRCHDN	FIRE – SUPPLIES	\$1,800.00
296-337.999-977.000 & OPKA-FRCHDN	FIRE – EQUIPMENT	\$2,047.49
	<b>FY2024 TOTAL:</b>	\$3,847.49

**IT IS RESOLVED**, that the appropriate City Officials are authorized to do all things necessary to accept the Fireman's Challenge donation check received from Joshua Woods of Livonia, MI and Pi Kappa Alpha fraternity at Kettering University, amend the FY24 budget, appropriate funding for revenue and expenditures for the FY24 budget year in the amount of \$3,847.49 and to record the donation revenue with grant code OPKA-FRCHDN.

**APPROVED AS TO FORM:**

  
William Kim (Jun 26, 2023 16:49 EDT)

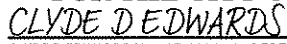
**William Kim, Chief Legal Officer**

**APPROVED AS TO FINANCE:**

  
Jane Mager (Jun 26, 2023 17:04 EDT)

**Jane Mager, Acting Chief Financial Officer**

**FOR THE CITY OF FLINT:**

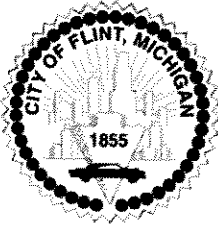
  
CLYDE D EDWARDS (Jun 27, 2023 11:15 EDT)

**Clyde Edwards, City Administrator**

**APPROVED BY CITY COUNCIL:**

\_\_\_\_\_





RESOLUTION NO.: 230185

PRESENTED: JUL - 5 2023

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

**RESOLUTION TO ACCEPT \$115,469.69 FROM THE STATE OF MICHIGAN FOR THE  
PUBLIC ASSISTANCE GRANT PROGRAM (FEMA)**

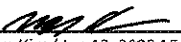
**BY THE MAYOR:**

**WHEREAS**, through the Michigan Department of State Police, Emergency Management and Homeland Security Division as a sub-recipient, \$115,469.69 has been awarded to the City of Flint under the Federal Emergency Management Agency's program titled "FEMA-4494-DR-MI Public Assistance Grant Program; and

**WHEREAS**, the supplemental funding covers emergency operating expenses the City has incurred due to the Coronavirus pandemic allowed under the grant; and

**IT IS RESOLVED** that the appropriate City officials are authorized to do all things necessary to process a budget amendment recognizing grant revenue and corresponding appropriations under grant code FFEMA-CRV23 in the amount of \$115,469.69.

**APPROVED AS TO FORM:**

  
William Kim (Jun 12, 2023 15:21 EDT)

**William Kim, City Attorney**

**APPROVED AS TO FINANCE:**

  
Jane Mager (Jun 12, 2023 15:20 EDT)

**Jane Mager, Acting Chief Financial Officer**

**FOR THE CITY OF FLINT:**

CLYDE D EDWARDS  
CLYDE D EDWARDS (Jun 12, 2023 15:57 EDT)

**Clyde Edwards, City Administrator**

**APPROVED BY CITY COUNCIL:**

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## RESOLUTION STAFF REVIEW

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**Date:** 6/12/23

**Agenda Item Title:** Resolution to Accept \$115,469.69 from State of Michigan for the Public Assistance Grant (FEMA)

**Prepared By:** V. Foster

**Background/Summary of Proposed Action:**

The FEMA-4494-DR-MI, Public Assistance Grant Program provides supplemental disaster grant assistance to governmental organizations for reimbursement of eligible expenses for protective measures related to the COVID-19 pandemic.

A request was submitted to FEMA for reimbursement of qualified expenses and was approved for \$115,469.69. This reimbursement covers supplies and COVID-19 screening and testing of employees for expenses incurred between the dates of 1/20/2020 and 6/30/2022.

The Department of Finance identified the following expenditures eligible for grant funding:

COVID Screening and Testing of Employees	\$97,160.00
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Supplies (including masks, sanitizers, wipes, gloves, and disinfectants)	\$18,309.69
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As the award covers expenses from prior fiscal years, the following details funds that will be reimbursed for the qualified expenditures:

Fund 101 \$70,256.28	Fund 202 \$263.02	Fund 249 \$10.00
Fund 265 \$21.96	Fund 590 \$1,550.33	Fund 591 \$1,529.81
Fund 627 \$41,580.00	Fund 661 \$258.29	

It is the recommendation of the Department of Finance to accept Public Assistance Grant Program funding in the amount of \$115,469.69 as awarded by the Michigan Department of State as a subrecipient of the FEMA grant.

Recommendation approval:

  
Jane Mager (Jun 16, 2023 15:20 EDT)

Jane Mager  
Acting Chief Financial Officer

**State of Michigan**  
**Public Assistance (PA) Grant Program**  
**Grant Agreement**  
**FEMA-4494-DR-MI (COVID-19)**

**Assistance Listings Number (ALN): 97.036**  
**(Previously CFDA Number)**

This Public Assistance (PA) Grant Agreement is hereby entered in to between the Michigan Department of State Police, Emergency Management and Homeland Security Division (MSP/EMHSD) (hereinafter called the Recipient), and

**CITY OF FLINT**

(hereinafter called the Subrecipient)

Public Assistance ID Number: 049-29000-00

PW Number: PA-05-MI-4494-PW-00476(0)

**I. Purpose**

The purpose of the Public Assistance Grant Program is to provide supplemental financial assistance for disaster relief in eligible areas within the state, including funds for emergency protective measures – actions taken to eliminate or lessen immediate threats to lives, public health, or safety. Eligible costs are outlined in the Federal Emergency Management Agency's (FEMA), Public Assistance Program and Policy Guide, FP-104-009-2, April 2018 (PAPPG) and FEMA COVID-19 Fact Sheets and Guidance.

**II. Statutory Authority**

The President of the United States declared a disaster for all counties in Michigan on March 27, 2020, under the authority of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5207 (Stafford Act), in accordance with 44 CFR § 206.44. This disaster declaration is a result of the Coronavirus (COVID-19) Pandemic for the incident period beginning January 20, 2020.

The Subrecipient agrees to comply with all program requirements in accordance with FEMA guidance including, but not limited to, FEMA's PAPPG (April 2018) and other guidance specific to COVID-19. The Subrecipient also agrees to comply with regulations, including, but not limited to, the following, as applicable:

- A. Administrative Requirements, Cost Principles, and Audit Requirements
  1. Public Law 93-288, as amended, *The Robert T. Stafford Disaster Relief and Emergency Assistance Act*, 42 U.S.C., 5121-5207, its implementing regulations contained in Title 44 of the Code of Federal Regulations (CFR) and FEMA policy and guidance.
  2. 2 CFR, Parts 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
  3. 44 CFR, Part 10, *Environmental Considerations*.
  4. 44 CFR, Part 206, *Federal Disaster Assistance* (including Subparts G, H, and I) *Public Assistance Project Administration, Public Assistance Eligibility, and Public Assistance Insurance Requirements*.
- B. Federal Emergency Management Agency (FEMA) Program Guidance
  1. FP 104-009-2, Public Assistance Program and Policy Guide (April 2018).
  2. Federal Emergency Management Agency (FEMA) COVID-19 Fact Sheets and Guidance are located online at <https://www.fema.gov/coronavirus/fact-sheets>.
  3. Public Assistance Management Costs Standard Operating Procedures (February 2019).
- C. Other Federal Regulations
  1. National Environmental Policy Act (NEPA).
  2. 16 U.S.C. § 3501, Coastal Barrier Resources Act.
  3. 16 U.S.C. § 470, National Historic Preservation Act.
  4. 16 U.S.C. § 1531, Endangered Species Act References.

5. The Federal Funding Accountability and Transparency Act (FFATA) (Public Law 109-282, as amended by section 6202(a) of Public Law 110-252).
6. Executive Order (EO) 11988, Floodplain Management.
7. Executive Order (EO) 11990, Protection of Wetlands.
8. Executive Order (EO) 12612, Federalism.
9. Executive Order (EO) 12898, Environmental Justice.
10. Executive Order (EO) 12699, Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction.

### III. Award Amount and Restrictions

The Federal Emergency Management Agency (FEMA) determines program eligibility and grant amounts. Federal assistance will be made available, within the limits of funds available from Congressional appropriations for such purposes, in accordance with the Stafford Act and applicable regulations found in the Code of Federal Regulations (CFR), and applicable policy and guidance. The Federal Emergency Management Agency (FEMA) has obligated funds for the project below:

<b>PW #</b>	PA-05-MI-4494-PW-00476(0)
<b>Project Number and Project Name</b>	700815 - FY21/22 FEMA COVID Expenses
<b>Total Eligible</b>	\$115,469.69
<b>Federal Share Obligated</b>	\$115,469.69
<b>Subrecipient Cost Share</b>	\$0.00

Reimbursement amounts will be based on approved FEMA Project Worksheets (PW) and may be adjusted based upon eligibility reviews in compliance with statutes, rules, and regulations. The Federal Emergency Management Agency (FEMA) may obligate a PW based on estimates; however, actual costs for completion within the eligible scope of work may differ from the estimated amount.

The Subrecipient shall comply with all applicable state and local ordinances, laws, regulations, and building codes and standards. Prior to the start of any construction activity, the Subrecipient shall obtain all applicable federal, state, and local permits and clearances, and comply with all regulations including FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws and executive orders. **Any activities that have been initiated without the necessary Environmental and Historic Preservation (EHP) review and approval will result in a non-compliance finding and will not be eligible for federal funding.**

Category B, Emergency Protective Measures work, for which federal funds have been approved, is usually subject to completion six months from the declaration date; however, for this disaster, the project completion deadline date will be determined by FEMA. If extenuating circumstances or unusual project conditions exist, a time extension may be requested through the Recipient.

### IV. Responsibilities of the Subrecipient

- A. **Federal grant funds must supplement, not replace (supplant), existing state or local funds appropriated for the same purpose.** Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds. Federal funds cannot be used to replace a reduction in non-federal funds or solve budget shortfalls in general fund programs.
- B. **The Subrecipient shall not use Public Assistance Grant Program funds to generate program income.**
- C. **Grant Agreement Package.** In addition to this grant agreement, the Subrecipient shall complete, sign, and submit to the Recipient the following documents, which are incorporated by reference into this grant agreement:
  1. Subrecipient Risk Assessment Certification (EMHSD-RA).

2. Standard Assurances (20\_16 Summary Checklist, 20\_16a Assurances Non-Construction, 20\_16b Assurances Construction, 20\_16c Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements).
  3. Disclosure of Lobbying Activities (SF-LLL).
  4. Audit Certification (EMHSD-053).
  5. Request for Taxpayer Identification Number and Certification (W-9).
  6. Request for Reimbursement of Public Assistance Project Expenses (EMHSD-015a) certifying project expenditures and completion within the grant period (complete and submit upon project completion or for partial reimbursement request as directed by VII. Payment Procedures).
  7. Permits or Waivers. (For projects requiring permits or waivers, including work that requires Michigan Department of Environment, Great Lakes, and Energy (EGLE) review, submit either the EGLE permit that was issued or a written statement or email (waiver) from the Subrecipient's regional EGLE representative to document the crossing/site does not require a permit.)
  8. Other documents that may be required by federal or state officials.
- D. Comply with the requirements of the Stafford Act and all FEMA Public Assistance policies, including, but not limited to, the PAPPG and any policy or guidance document not superseded by the PAPPG.
- E. Comply with applicable financial and administrative requirements set forth in the current edition of 2 CFR, Part 200, including, but not limited to, the following provisions:
1. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.
  2. Retain all financial records, statistical records, supporting documents, and other pertinent materials for at least three years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.
  3. Comply with applicable local, state, and federal procurement rules and regulations, whichever is most restrictive. Federal procurement rules are found at 2 CFR, Part 200.317-327.
  4. Non-federal entities that expend \$750,000 or more in federal funds during their current fiscal year are required to have a single or program-specific audit conducted for that year in accordance with the Single Audit Act of 1984, as amended, and 2 CFR, Part 200.501.
- F. **Civil Rights Compliance.** Subrecipients must carry out programs and activities in a manner that respects and ensures the protection of civil rights for protected populations. These populations include but are not limited to individuals with disabilities and others with access and functional needs, individuals with limited English proficiency, and other diverse racial and ethnic populations, in accordance with Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964, and EO 13347.
- G. **Environmental and Historic Preservation (EHP) Compliance.** The federal government is required to consider the effects on the environment and/or historic properties of any federally funded activities and programs, including grant funded projects. The EHP Program engages in a review process to ensure that federally funded activities comply with federal EHP regulations, laws, and executive orders as applicable. The goal of these compliance requirements is to protect the nation's environmental, historic, and cultural resources. The Subrecipient shall not undertake any project having the potential to impact EHP resources without prior approval. **Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for federal funding.**
- H. **Obtain a Unique Entity Identifier (UEI).** a unique number assigned to all entities doing business with the federal government. It is requested by, and assigned by, the System for Award Management (SAM.gov).
- I. Cooperate with the federal government in seeking recovery of funds that are expended in alleviating the damages and suffering caused by this disaster against any party or parties whose intentional acts or omissions caused or contributed to the damage or hardship for which federal assistance is provided pursuant to the Presidential declaration of this disaster.
- J. **Quarterly Reports.** Submit Quarterly Progress Reports on all large projects over the small project threshold to the MSP/EMHSD each quarter. Deadlines for quarterly report submissions are as follows: January 15, April 15, July 15, and October 15.
- K. **Project Completion.** Notify the Recipient immediately upon completion of each large project and upon completion of the last small project; do not wait for the Quarterly Progress Report to inform the Recipient to comply with FEMA's closeout deadlines.

- L. **Scope Changes.** Ensure the use of PA funding only for eligible work as identified in the approved project. Should the Subrecipient identify a need to amend the scope of the project, it should submit an amendment request in the FEMA Grants Portal and notify Recipient.
- M. **Time Extension.** Submit a time extension request in the FEMA Grants Portal and notify Recipient if it is determined additional time is required to complete work.
- N. Permit FEMA or Recipient access and rights to examine and copy records, accounts, other documents, and other sources of information related to the grant; and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by FEMA regulations, by other applicable state or federal laws or regulations, or by program guidance.
- O. The Federal Emergency Management Agency (FEMA) appeals process is the opportunity for Subrecipient to request reconsideration of decisions regarding the provisions of assistance. The Subrecipient must file an appeal in the FEMA Grants Portal within 60 days of receipt of notice of the action or decision being appealed. However, an appeal for a significant net small project overrun must be filed within 60 days of completion of the Subrecipient's last small project.
- P. Integrate individuals with disabilities into emergency planning in compliance with EO 13347 and the Rehabilitation Act of 1973.

#### V. Responsibilities of the Recipient

The Recipient, in accordance with the general purposes and objectives of this grant agreement, will:

- A. Administer the grant in accordance with all applicable federal and state regulations and guidelines and submit required reports to the awarding federal agency.
- B. Provide direction and technical assistance to the Subrecipient.
- C. Provide to the Subrecipient any special report forms and reporting formats (templates) required for administration of the program.
- D. Reimburse the Subrecipient, in accordance with this grant agreement and **subject to legislative authorization**, based on appropriate documentation submitted by the Subrecipient.
- E. At its discretion, independently, or in conjunction with the federal awarding agency, conduct random on-site reviews of the Subrecipient(s).

#### VI. Reporting Procedures

The Subrecipient must submit quarterly progress reports to the Recipient on the status of all large, open projects. Quarterly progress reports are required whether expenditures are incurred or not. Current forms and instructions are located at <https://www.michigan.gov/msp/divisions/emhsd/public-assistance-grants-program/public-assistance-forms> or can be requested by sending an email to ***MSP-EMHSD-DisasterPA@michigan.gov***.

Failure by the Subrecipient to fulfill quarterly reporting requirements may result in the suspension of grant activities until reports are received.

Quarterly progress reports are to be submitted on the EMHSD-014, Public Assistance Grant Program Project Quarterly Progress Report form, by the 15th of the month following the end of each quarter and should be emailed to ***MSP-EMHSD-DisasterPA@michigan.gov***.

The reporting periods and due dates for each year are as follows:

1st Quarter:	October 1st through December 31st	Due January 15th
2nd Quarter:	January 1st through March 31st	Due April 15th
3rd Quarter:	April 1st through June 30th	Due July 15th
4th Quarter:	July 1st through September 30th	Due October 15th

#### VII. Payment Procedures

Reimbursement amounts are based on the federal share obligated of approved FEMA Project Worksheets (PW) as indicated in Section III, Award Amount and Restrictions.

**A. Small Projects (<= small project threshold):**

The Stafford Act provides for a small project designation, which is a simplified procedure designed to speed payment of disaster assistance funds to applicants when the cost is below the small project threshold. When the PW estimate of eligible costs for a project is below this threshold, payment of the federal share is based on the PW estimate instead of actual costs of the work. In most cases, **Recipient will make payment of the full federal share of small projects as soon as practicable after review and receipt of approved PWs from FEMA.** The federal share payment for a small project will not be reduced if all the approved funds are not spent to complete a project. However, failure to complete a small project will require the federal share be refunded. Subrecipients are also required to maintain supporting documentation and proof of payment and provide them at any time upon request of Recipient or FEMA.

**B. Large Projects (> small project threshold):**

1. **For large projects that are 100% complete at project formulation**, the federal share payment will be processed after the Recipient has received the following items from the Subrecipient:
  - a. All required Grant Agreement package forms and documentation listed above.
  - b. Request for Reimbursement of Public Assistance Project Expenses (EMHSD-015a) form certifying project expenditures and completion within the grant period.
  - c. Proof of payment for project costs.
2. **For large projects that are estimated or partially complete**, Subrecipient **may request** federal share reimbursement for actual expenditures, up to 90% of the Federal share. Approved funding will be processed for payment after Recipient has received the following items from the Subrecipient:
  - a. All required Grant Agreement package forms and documentation listed above.
  - b. Request for Reimbursement of Public Assistance Project Expenses (EMHSD-015a) form certifying project expenditures and completion within the grant period.
  - c. Supporting documentation, including but not limited to, detailed invoices, contracts, etc.
  - d. Proof of payment for project costs.

The Recipient will reimburse up to 90% of the federal share until FEMA final review and project closeout approval (see VIII. Project Closeout). Remaining funds will be reimbursed after FEMA final approval.

**C. Large, Expedited Projects:**

The Federal Emergency Management Agency (FEMA) may provide expedited funding for Emergency Work projects that exceed the small project threshold. For expedited projects, FEMA will base the funding amount on information provided by the Subrecipient. If cost information is not available, FEMA estimates the project cost based on limited information about the work activities the Subrecipient will perform. Expedited projects are limited to defined operational periods (30, 60, 90-days); awarded at 50% of the estimated cost to complete the work; and federally funded at the disasters' cost share for the defined operational period. This process enables funding to be readily available, but it is not a blanket authorization to advance funds to subrecipients without documentation to support the drawdown of funds. Recipient may draw funding in advance of receiving actual cost documentation in accordance with federal regulations. [44 CFR § 206.205 (a), Payment of Claims, Small Projects, and 2 CFR § 200.305 (b), Payment.]

Upon receipt of the "expedited" payment, the subrecipient will be required to reconcile all costs with necessary documentation, including proof of payment as soon as administratively possible, but not later than 90-days following issuance of the expedited payment, unless an extension is granted by the state. Any costs not reconciled by actual cost documentation and proof of payment will be returned to the Recipient within 30 days of notification.

**D. Management Costs (Category Z):**

A management cost is any indirect cost, any direct administrative cost, or any other administrative expense associated with a specific project under a major disaster or emergency. Management costs can be claimed for administering and managing PA awards for up to 5% of the Subrecipient's total award amount based on actual costs, including federal and non-federal cost shares, after insurance and any other reductions. Management costs are funded at a 100% federal cost share and are obligated on one Category Z project. Eligible activities may include, but are not limited to, meetings regarding the PA Program or overall PA damage claim, preparing correspondence, preparing projects, reviewing PWs, collecting, copying, filing, or submitting documents to support a claim, requesting disbursement of PA funds, and training. All Category Z PWs will be reconciled and reimbursed based on actual costs not to exceed the maximum 5% allowed, including those Category Z PWs that are below the large project threshold.

**VIII. Project Close-Out**

- A. The Subrecipient is to notify the Recipient immediately as it completes **each** large project and when it has completed its **last** small project.
- B. **Upon large project completion**, the Subrecipient is to submit to Recipient a Request for Reimbursement of Public Assistance Project Expenses (EMHSD-015a), supporting documentation and proof of payment for costs claimed. Recipient will perform a subsequent review and will forward its recommendation for closeout along with all documents to FEMA for final review and approval for closeout. Recipient will notify Subrecipient when its large project is officially closed by FEMA and any remaining reimbursements will be processed for payment.
- C. **Upon completion of its last small project**, Subrecipient is to notify the Recipient immediately. If Subrecipient has multiple small projects, Recipient will send a list of small projects to Subrecipient and request Subrecipient reply to certify all small projects are completed within the approved scope. At that time Recipient and Subrecipient will determine if a Net Small Project Overrun Appeal is an option for FEMA approval for possible overrun reimbursement(s) **within 60 days** of work completion of its last small project. If requesting a Net Small Project Overrun Appeal, Subrecipient will submit to Recipient a written request and actual cost documentation for all small projects that FEMA originally funded based on estimated amounts.
- D. The Recipient will schedule further field review and final inspections, as necessary. When final inspections are completed, the balance of eligible funds will be reimbursed.
- E. The Subrecipient will perform the required financial and compliance audits in accordance with 2 CFR 200, Subpart F. All documentation must be retained for at least three years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit. If an audit is required, submit a copy of the annual audit report to:

Michigan Department of State Police  
Grants and Community Services Division  
P.O. Box 30634  
Lansing, Michigan 48909

- F. **For federal audit purposes, the Assistance Listings number (previously CFDA number) of the grant is 97.036 and is titled Public Assistance Grants.** The award is passed through the Recipient from FEMA. The disaster award number is included in the title on the first page of this Grant Agreement.
- G. If the Subrecipient will be reimbursed for management costs pursuant to the Public Assistance Management Costs Policy, Subrecipient must provide actual cost documentation and proof of payment with the request for reimbursement.



## **IX. Employment Matters**

The Subrecipient shall comply with Title VI of the *Civil Rights Act of 1964*, as amended; Title VIII of the *Civil Rights Act of 1968*; Title IX of the *Education Amendments of 1972 (Equal Opportunity in Education Act)*; the *Age Discrimination Act of 1975*; Titles I, II and III of the *Americans with Disabilities Act of 1990*; 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. The Subrecipient shall not discriminate against any employee or applicant for employment, to be employed in the performance of this grant 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, limited English proficiency, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Subrecipient agrees to include in every subcontract entered into for the performance of this grant agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of the grant agreement.

The Subrecipient shall ensure that no subcontractor, manufacturer, or supplier of the Subrecipient for approved projects related to this grant agreement appears as an excluded party on the Federal System for Award Management located at <http://www.sam.gov>.

## **X. Construction Requirements**

The Subrecipient shall comply with all applicable state and local ordinances, laws, regulations, building codes, and standards. Prior to the start of any construction activity, the Subrecipient shall obtain all applicable federal, state, and local permits and clearances, and comply with all regulations including FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act and all other environmental laws and executive orders. **Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for federal funding.**

The Subrecipient shall ensure that any work done under this grant complies with the barrier free design requirements of 1966 PA 1, as amended, MCL 125.1351 *et seq.* (Utilization of Public Facilities by Physically Limited Act).

The *Davis-Bacon Act* requires federal agencies to pay workers under contract to them the "prevailing wage" based on the local union wage scale defined by the U.S. Department of Labor. Generally, the provisions of the Davis-Bacon Act do not apply to state or local contracts for work completed using public assistance funds under the Stafford Act. However, the provisions may apply to contracts let by other federal agencies, such as the U.S. Army Corps of Engineers. If a state or local government incorporates prevailing wage rates of the U.S. Department of Labor as part of its normal practice for all contracts, regardless of funding source, then those rates would be eligible.

## **XI. Insurance**

In compliance with P.L. 103-325, Title V National Flood Insurance Reform Act of 1973, section 582 requires that any person who receives federal assistance for the repair, replacement, or restoration for damage to any personal, residential, or commercial property, at any time, must maintain flood insurance if the property is located in a Special Flood Hazard Area.

## **XII. Limitation of Liability**

The Recipient and the Subrecipient to this grant agreement agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

*This is not to be construed as a waiver of governmental immunity for either party.*

### **XIII. Third Parties**

This grant agreement is not intended to make any person or entity, not a party to this grant agreement, a third-party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

### **XIV. Grant Agreement Period**

The effective date of this grant agreement is January 20, 2020, and is in full force and effect from January 20, 2020, until the completion of approved FEMA projects per guidelines stipulated in Section III (Award Amount and Restrictions). This grant agreement may be terminated by either party by giving 30 days written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of the grant agreement. Upon termination, the Subrecipient agrees to return to the Recipient any funds not authorized for use, and the Recipient shall have no further obligation to reimburse the Subrecipient.

### **XV. Entire Grant Agreement**

This grant agreement is governed by the laws of the State of Michigan and supersedes all prior agreements, documents, and representations between the Recipient and the Subrecipient, whether expressed, implied, or oral. This grant agreement constitutes the entire agreement between the parties and may not be amended except by written instrument executed by both parties prior to the grant end date. No party to this grant agreement may assign this grant agreement or any of his/her/its rights, interest, or obligations hereunder without the prior consent of the other party. The Subrecipient agrees to inform the Recipient in writing immediately of any proposed changes of dates, budget, or services indicated in this grant agreement, as well as changes of address or personnel affecting this grant agreement. Changes in dates, budget, or services are subject to prior written approval of the Recipient. If any provision of this grant agreement shall be deemed void or unenforceable, the remainder of the grant agreement shall remain valid.

The Recipient may suspend or terminate grant funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons:

- A. Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
- B. Failure to comply with the requirements or statutory objectives of federal or state law.
- C. Failure to follow grant agreement requirements or special conditions.
- D. Proposal or implementation of substantial plan changes to the extent that, if originally submitted, the project would not have been approved for funding.
- E. Failure to submit required reports.
- F. Filing of a false certification in the application or other report or document.
- G. Failure to adequately manage, monitor or direct the grant funded activities of its Subrecipients.

Before acting, the Recipient will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

### **XVI. Business Integrity Clause**

The Recipient may immediately cancel the grant without further liability to the Recipient or its employees if the Subrecipient, an officer of the Subrecipient, or an owner of a 25% or greater share of the Subrecipient is convicted of a criminal offense incident to the application for or performance of a state, public, or private grant or subcontract; or 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, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the Recipient, reflects on the Subrecipient's business integrity.

## **XVII. Freedom of Information Act (FOIA)**

Much of the information submitted while applying for funding under this program, or provided in the course of grant management activities, may be considered law enforcement-sensitive or otherwise critical to national security interests. This may include threat, risk, and needs assessment information, and discussions of demographics, transportation, public works, and industrial and public health infrastructures. Therefore, each Subrecipient agency Freedom of Information Officer will need to determine what information is to be withheld on a case-by-case basis. The Subrecipient should be familiar with the regulations governing Protected Critical Infrastructure Information (6 CFR, Part 29) and Sensitive Security Information (49 CFR, Part 1520), as these designations may provide additional protection to certain classes of homeland security information.

**XVIII. Official Certification**

**For the Subrecipient**

The individual or officer signing this grant agreement certifies by their signature that they are authorized to sign this grant agreement on behalf of the organization they represent. The Subrecipient agrees to complete all requirements specified in this grant agreement.

CITY OF FLINT

G2XMHBJCHKX5

\_\_\_\_\_  
**Name of Subrecipient**

\_\_\_\_\_  
**Subrecipient's UEI Number**

CV0047760

28F

\_\_\_\_\_  
**Subrecipient's Customer Vendor (CV) #**

\_\_\_\_\_  
**Subrecipient's Address Code**

\_\_\_\_\_  
**Printed Name of Authorized Signatory**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**For the Recipient**

**Michigan State Police, Emergency Management and Homeland Security Division**

Capt. Kevin Sweeney  
**Printed Name**

Commander, Emergency Management  
and Homeland Security Division  
**Title**



6/8/2023

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**



**MICHIGAN STATE POLICE**  
Emergency Management  
and Homeland Security Division

**Grant Agreement Federal Award ID**

<b>FEDERAL AWARD IDENTIFICATION</b>			
<b>Subrecipient Name:</b> City of Flint		<b>Grant Name:</b> Public Assistance Grant Program	
<b>Assistance Listings Number:</b> 97.036	<b>Subrecipient IRS/Vendor Number:</b> 38-6004611	<b>Federal Award Identification Number (FAIN):</b> 4494DRMI000000001	<b>Federal Award Date:</b> March 27, 2020
<b>Subrecipient UEI Number:</b> G2XMHBJCHKX5		<b>Subaward Performance Period:</b> From: March 27, 2020 To: MAY 11, 2023	
<b>Research &amp; Development:</b> N/A		<b>Funding:</b>	<b>Total:</b>
<b>Indirect Cost Rate:</b> N/A		<b>Amount of Federal Funds Obligated by this Action:</b>	\$115,469.69
		<b>Total Amount Federal Funds Obligated to Subrecipient:</b> (including the current financial obligation)	\$246,214.13
		<b>Total Federal Award Committed to Subrecipient:</b>	\$246,214.13
<b>Federal Award Project Description:</b>  FEMA-4494-DR-MI, Public Assistance Grant Program PW Number: PA-05-MI-4494-PW-00476(0)			
<b>Details:</b>  The Public Assistance Grant Program provides supplemental disaster grant assistance to government organizations and certain private nonprofit (PNP) organizations for debris removal, life-saving emergency protective measures, and the repair, replacement, or restoration of disaster-damaged publicly owned facilities, and the facilities of certain PNP organizations.			
<b>Federal Awarding Agency:</b>  Federal Emergency Management Agency Region V 536 South Clark Street, 6th Floor Chicago, Illinois 60605		<b>Pass-Through Entity (Recipient) Name:</b>  Michigan State Police, Emergency Management and Homeland Security Division P.O. Box 30634 Lansing, Michigan 48909	





230186  
RESOLUTION NO.: \_\_\_\_\_

PRESENTED: JUL - 5 2023

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

**RESOLUTION TO ACCEPT THE CHARLES STEWART MOTT FOUNDATION FINANCIAL RECOVERY TECHNICAL ASSISTANCE GRANT, AND AMEND THE FY23 BUDGET IN THE AMOUNT OF \$750,000**

**BY THE CITY ADMINISTRATOR:**

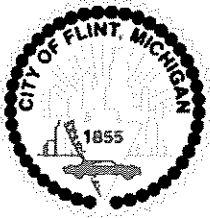
**Whereas,** the Charles Stewart Mott Foundation has awarded the City of Flint, grant number 2023-11681 in the amount of \$750,000.00; and

**Whereas,** these funds will be used to provide operational and staffing support; and

**Whereas,** the FY23 adopted budget must be amended to include the awarded funds; and

**Whereas,** the grant period is January 1 2023 through June 30 2024; and

296-172.000-702.010	WAGES - FULL-TIME (NON-EXEMPT)	\$410,964.17
296-172.000-702.020	SALARIED EMPLOYEE (EXEMPT)	\$0.00
296-172.000-703.000	OVERTIME	\$0.00
296-172.000-704.000	WAGES - PART TIME EMPLOYEES	\$20,160.40
296-172.000-705.000	SICK, VACATION AND ACCRUED LEAVE PAY	\$42,653.73
296-172.000-706.000	HOLIDAY PAY	\$0.00
296-172.000-707.000	TEMPORARY AND SEASONAL EMPLOYEES	\$0.00
296-172.000-708.100	CASH IN LIEU OF BENEFITS (INSURANCE OPT)	\$6,395.49
296-172.000-710.100	UNEMPLOYMENT COMPENSATION (SUTA)	\$28,644.94
296-172.000-710.200	FICA (SOCIAL SECURITY)	\$6,698.74
296-172.000-710.300	MEDICARE	\$13,188.90
296-172.000-713.000	WORKERS COMPENSATION	\$8,288.79
296-172.000-714.300	EMPLOYER HEALTH CARE SAVINGS PLAN (HCSP)	\$18,616.89
296-172.000-716.100	MERS HYBRID DEFINED CONTRIBUTION PENSION	\$0.00
296-172.000-717.010	MERS DEFINED BENEFIT PENSION	\$28,757.26
296-172.000-717.100	MERS HYBRID DEFINED BENEFIT PENSION	\$14,360.18
296-172.000-718.010	HEALTH INSURANCE PREMIUMS	\$126.75
296-172.000-718.300	LIFE INSURANCE	\$70.60
296-172.000-718.400	OPTICAL INSURANCE	\$466.91
296-172.000-718.500	DENTAL INSURANCE	\$2,806.25
296-172.000-719.100	ACCRUED ABSENCES	\$0.00
296-172.000-752.000	SUPPLIES	\$5,500.00
296-172.000-801.000	PROFESSIONAL SERVICES	\$124,800.00



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


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

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

296-172.000-958.000	EDUCATION, TRAINING, & CONFER	\$6,000.00
296-172.000-960.000	PROFESSIONAL DUES AND PUBLICATIONS	\$6,000.00
296-172.000.977.000	EQUIPMENT	\$5,500.00
	<b>TOTAL</b>	<b>\$750,000.00</b>

**IT IS RESOLVED** that the appropriate City officials are authorized to do all things necessary to accept the grant funds set forth in the grant agreement of C.S. Mott Grant 2023-11681 in the amount of \$750,000.00 to appropriate revenue and expenditure amounts and to make the grant funds available in the current and any subsequent fiscal years that funding continues to remain available by the grantor.

**Approved as to Form:**

  
William Kim (Jun 30, 2023 14:52 CDT)

**William Kim, Chief Legal Officer**

**Approved as to Finance:**

  
Jane Mager (Jun 30, 2023 15:56 EDT)

**Jane Mager, Acting Chief Financial Officer**

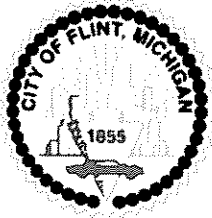
**For the City of Flint**

  
CLYDE D EDWARDS (Jun 30, 2023 15:58 EDT)

**Clyde D. Edwards, City Administrator**

**Approved by City Council**





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

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

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

**RESOLUTION STAFF REVIEW**

**Date:** June 30 2023

**Agenda Item Title:**

**RESOLUTION TO ACCEPT THE CHARLES STEWART MOTT FOUNDATION FINANCIAL RECOVERY TECHNICAL ASSISTANCE GRANT, AND AMEND THE FY23 BUDGET IN THE AMOUNT OF \$750,000**

**Prepared by:**

Chay Linseman – Budget and Grants Administrator

**Background/Summary of Proposed Action:**

The Charles Stewart Mott Foundation has granted the City of Flint, \$750,000.00 to provide operational and staffing support. These funds will build foundational competencies across multiple departments that will enable the City of Flint to provide essential services that meet the immediate needs of residents as well as develop and implement strategies that build citywide resilience.

296-172.000-702.010	WAGES - FULL-TIME (NON-EXEMPT)	\$410,964.17
296-172.000-702.020	SALARIED EMPLOYEE (EXEMPT)	\$0.00
296-172.000-703.000	OVERTIME	\$0.00
296-172.000-704.000	WAGES - PART TIME EMPLOYEES	\$20,160.40
296-172.000-705.000	SICK, VACATION AND ACCRUED LEAVE PAY	\$42,653.73
296-172.000-706.000	HOLIDAY PAY	\$0.00
296-172.000-707.000	TEMPORARY AND SEASONAL EMPLOYEES	\$0.00
296-172.000-708.100	CASH IN LIEU OF BENEFITS (INSURANCE OPT)	\$6,395.49
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296-172.000-713.000	WORKERS COMPENSATION	\$8,288.79
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296-172.000-716.100	MERS HYBRID DEFINED CONTRIBUTION PENSION	\$0.00
296-172.000-717.010	MERS DEFINED BENEFIT PENSION	\$28,757.26
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296-172.000-718.010	HEALTH INSURANCE PREMIUMS	\$126.75
296-172.000-718.300	LIFE INSURANCE	\$70.60
296-172.000-718.400	OPTICAL INSURANCE	\$466.91
296-172.000-718.500	DENTAL INSURANCE	\$2,806.25



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

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

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

296-172.000-719.100	ACCRUED ABSENCES	\$0.00
296-172.000-752.000	SUPPLIES	\$5,500.00
296-172.000-801.000	PROFESSIONAL SERVICES	\$124,800.00
296-172.000-958.000	EDUCATION, TRAINING, & CONFER	\$6,000.00
296-172.000-960.000	PROFESSIONAL DUES AND PUBLICATIONS	\$6,000.00
296-172.000-977.000	EQUIPMENT	\$5,500.00
	<b>TOTAL</b>	<b>\$750,000.00</b>

**Financial Implications:**

\$750,000.00 will be added to the FY23 budget in 296-172.000 grant code LCSM-23-FRTA

**Budgeted Expenditure:** Yes \_\_\_ No x **Please explain, if no: This grant was awarded after the FY23 budget was approved.**

**Pre-encumbered:** Yes \_\_\_ No x **Requisition #:** \_\_\_\_\_

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

**Staff Recommendation:** Staff recommends approval of this resolution.

**APPROVAL:** Seamus Bannan  
Seamus Bannan, Mayor's Office



June 30, 2023

The Honorable Sheldon Neeley  
Mayor, City of Flint  
1101 S. Saginaw Street  
Flint, MI 48502-1420

Project: Financial Recovery Technical Assistance  
(Grant No. 2023-11681)

Dear Mayor Neeley:

We are pleased to inform you that the Charles Stewart Mott Foundation has approved a grant in the amount of \$750,000 to the City of Flint for the above-referenced project for the period January 1, 2023, through June 30, 2024.

Grant Payments

This grant will be paid upon receipt of your acceptance.

This letter or your proposal may set forth specific goals or objectives that your organization expects to achieve during the grant period. For accounting purposes, the Mott Foundation is not requiring that your organization achieve any specific goal or objective as a condition (or barrier) to your receipt and retention of the grant funds, except for the following:

- No conditions.

The Mott Foundation reserves the right to discontinue, modify, or withhold any payments that might otherwise be due under this grant or any other outstanding grant, to require a refund of any unexpended grant funds, or both, if, in the Mott Foundation's judgment, any of the following occur with respect to this grant or any other grant from the Mott Foundation to your organization:

1. Grant funds have been used for purposes other than those contemplated by this commitment letter.
2. Such action is necessary to comply with the requirements of any law or regulation affecting either your organization's or the Mott Foundation's responsibilities under the grant.

The Honorable Sheldon Neeley  
June 30, 2023  
Page 2 (Grant No. 2023-11681)

3. Your organization ceases to conduct this project, or circumstances change such that it becomes impractical or impossible for you to carry out this project.
4. Your organization's performance under this grant has not been satisfactory, as determined by the Mott Foundation in its reasonable discretion. Although the Mott Foundation expects your organization to work toward achieving the goals and objectives described in your proposal, unless a specific condition (or barrier) is identified above, the failure to obtain any specific goal or objective will not, alone, be cause for the Mott Foundation to determine that your organization's performance has not been satisfactory, but may be relevant in determining whether your overall performance has (or has not) been satisfactory.
5. The Mott Foundation has not received and approved all reports due from your organization prior to the payment date.

The Mott Foundation's judgment on these matters will be final and binding.

#### Mott Foundation Contact Person and Resources

Please direct all correspondence and questions relating to this grant to Jamii Tata, Program Officer.

For general information regarding Mott Foundation grant procedures and other grant related questions, we encourage you to visit the Grantee Resources section of our website at [www.mott.org/grantee-resources](http://www.mott.org/grantee-resources).

Another resource available to grantees is the Grantee Portal. The Grantee Portal provides real-time information on your grant's reporting requirements and due dates. By using the Grantee Portal, you may view a copy of this commitment letter, download copies of forms, and upload required reports directly to the Mott Foundation. For more information about the Grantee Portal, contact your program officer or login at <https://mott.fluxx.io>. The grant's primary project contact, Seamus Bannon, can login at <https://mott.fluxx.io> with their registered email address.

#### Use of Grant

Under United States law, Mott Foundation grant funds may be expended only for charitable, scientific, literary, religious, or educational purposes, as specified in section 170(c)(2)(B) of the Internal Revenue Code of 1986, as amended. This grant is to be expended solely in support of the objectives detailed in your proposal submitted June 16, 2023. Your organization shall not, directly or indirectly, engage in, support or promote violence or terrorist activities.



The Honorable Sheldon Neeley  
June 30, 2023  
Page 3 (Grant No. 2023-11681)

Your organization confirms that this project is under its complete control. Your organization further confirms that it has and will exercise control over the process of selecting any consultant, that the decision made or that will be made on any such selection is completely independent of the Mott Foundation, and further, that there does not exist an agreement, written or oral, under which the Mott Foundation has caused or may cause the selection of a consultant.

Mott Foundation grant funds may not be used for lobbying expenditures.

Mott Foundation grant funds may not be used for re-granting to secondary organizations.

Your organization may charge this grant only for expenditures incurred or services performed during the grant period specified in this letter.

Your organization may charge this grant only for line item expenditures that were included in your approved budget as referenced in the "Reports" section of this letter. The addition of new line items must have the prior written approval of the Mott Foundation.

#### Grant Accounting

Your organization is required to maintain financial records for expenditures and receipts relating to this grant, retaining these records and other supporting documentation for five years after the grant's termination date.

Your organization is also required to permit the Mott Foundation to have reasonable access to your files, records and personnel during the term of this grant and for five years thereafter for the purpose of making financial audits, verifications, or program evaluations.

Unless a specific condition (or barrier) is listed in the "Grant Payments" section of this letter, the Mott Foundation does not intend, in its own financial statements, to treat this grant as a "conditional contribution" described under Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2018-08. Your organization should make its own determination as to how to account for this grant in your financial statements and is not required (under FASB ASU 2018-08) to adopt the same accounting treatment as the Mott Foundation.

#### Reports

**The Mott Foundation requires the following reports to be submitted for this grant:**

<b>Report Type:</b>	<b>For Period Ending:</b>	<b>Due on or Before:</b>
Interim Report	December 31, 2023	February 1, 2024
Final Report	June 30, 2024	August 1, 2024



The Honorable Sheldon Neeley  
June 30, 2023  
Page 4 (Grant No. 2023-11681)

**The report must include the following parts, which must be submitted together:**

1. A **narrative report** summarizing what was accomplished by the expenditure of funds during the reporting period. Your grant proposal indicated that your organization will work toward achieving certain goals and objectives during the grant period, and the narrative report should include a description of progress made toward achieving the following reporting objectives:
  - Overall assessment of the current state of capacity within city administration.
  - Update on consultants utilized and a summary of their work.
  - Copy of the executive search contract.
  - Number of positions posted.
  - Number of persons hired.
  - Number of raises implemented.
  - Changes or restructuring of departments within city hall to streamline services to residents.
  - New activities that are underway in the economic development office.
  - Number of site plans, permits and business licenses approved/issued.
  - Activities that took place and services provided to Flint residents through the office of public health.
  - List of partnerships with local non-profits that helped the city assist residents during the grant period.
  - The City's use of ARPA funds including uses of all ARPA funds, process for distributing funds, organizations receiving funds and projects completed or ongoing with those funds.
2. A **financial report** showing the approved budget, expenditures against each line item since the start of the grant, and balances remaining (or overruns) for each line item. For the final report, you must explain all overrun variances that exceed both one thousand dollars (\$1,000) and ten percent (10%) of the budgeted line item amount.

**Your organization must report against the approved budget of \$1,531,536 submitted on June 28, 2023** (which may be greater than the amount of the Mott Foundation grant). If the approved budget covers multiple years, each report should include cumulative expenditures since the beginning of the grant period. The report must also include a summary of all funding received for this project (listed by source and grant period).

Unless a specific condition (or barrier) is listed in the "Grant Payments" section of this letter, the Mott Foundation is not requiring that your organization achieve any of the reporting objectives listed above as a condition (or barrier) to your receipt and retention of the grant funds. Rather,



The Honorable Sheldon Neeley  
June 30, 2023  
Page 5 (Grant No. 2023-11681)

the reporting objectives are meant to capture your progress in achieving the goals and objectives identified in your grant proposal.

Reports and other grant requirements should be submitted online via the Mott Foundation's Grantee Portal. A default portal account has been setup for the primary project contact. The project contact can login at <https://mott.fluxx.io> with their registered email address. Please contact your program officer if you need assistance or to change the project contact. Standard reporting templates and other forms are available for download via the Grantee Portal.

#### Undisbursed Funds

Your organization is required to return any undisbursed project funds on a prorata basis to the Mott Foundation within two months after the end of this grant. The prorata refund is computed by multiplying the total undisbursed project funds by the ratio of Mott Foundation funding to total funding received for this project for the grant period. Any refund of less than \$100 will be waived.

#### Compliance with Laws

Your organization may not use any portion of the grant funds to undertake any activity for any purpose other than one specified in section 170(c)(2)(B) of the Internal Revenue Code. Further, the Mott Foundation reserves the right to discontinue, modify, or withhold any payments that might otherwise be due under this grant or to require a refund of any unexpended grant funds if, in the Mott Foundation's judgment, such action is necessary to comply with the requirements of any law or regulation.

#### Public Information

The Mott Foundation will include information on this grant in its periodic public reports. The Mott Foundation also welcomes grantees to make announcements of grants upon return of this signed commitment letter. A copy of any release should be sent to the Mott Foundation's Communications Department prior to its dissemination. The department is available to provide assistance in your communications efforts.

#### Acceptance

This letter contains the entire agreement between your organization and the Charles Stewart Mott Foundation, and there are no conditions or stipulations, oral or written, governing the use of the grant funds other than those contained in this letter.

If your organization agrees to the grant conditions as stated, please **sign and return, via DocuSign**, one complete copy of this letter **with an electronic signature** of an appropriate representative of your organization in the space provided. In countersigning this letter, this



The Honorable Sheldon Neeley  
June 30, 2023  
Page 6 (Grant No. 2023-11681)

individual represents to the Mott Foundation that he/she has the authority to sign this letter on the organization's behalf.

This grant may be withdrawn if the Mott Foundation has not received your acceptance within one month from the date of this letter.

On behalf of the Mott Foundation, I would like to extend our best wishes for the success of this endeavor.

Sincerely,

DocuSigned by:  
  
8A59BF0328DC4EB...

Mary A. Gailbreath  
Vice President-Administration and Secretary/Treasurer

MAG:jap

Our organization acknowledges that appropriate personnel have read and understand this letter, that its terms and conditions are acceptable to us, and that we will comply with those terms and conditions.

Name of Grantee: City of Flint

Printed Name of Authorized Signer: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_  
(This must be an original signature of an authorized representative of the organization.)

Title: \_\_\_\_\_

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





**Certificate Of Completion**

Envelope Id: 3743F85F0E124B3A95813076AC699C83

Status: Completed

Subject: Mott Foundation Commitment Letter #G - 2023-11681 - City of Flint

Source Envelope:

Document Pages: 6

Signatures: 1

Envelope Originator:

Certificate Pages: 2

Initials: 0

Ashley Johnson

AutoNav: Enabled

503 S. Saginaw St.

EnvelopeId Stamping: Enabled

Ste. 1200

Time Zone: (UTC-05:00) Eastern Time (US &amp; Canada)

Flint, MI 48502

AJohnson@mott.org

IP Address: 68.41.163.111

**Record Tracking**

Status: Original

Holder: Ashley Johnson

Location: DocuSign

6/30/2023 8:05:12 AM

AJohnson@mott.org

**Signer Events**

Mary A Gailbreath

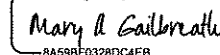
MGailbreath@mott.org

VP-Administration &amp; Secretary/Treasurer

Charles Stewart Mott Foundation

Security Level: Email, Account Authentication  
(None)**Signature**

DocuSigned by:



8A59BF0328DC4EB

Signature Adoption: Pre-selected Style

Using IP Address: 73.191.163.204

**Timestamp**

Sent: 6/30/2023 8:13:43 AM

Viewed: 6/30/2023 8:15:17 AM

Signed: 6/30/2023 8:16:01 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Ashley Johnson

ajohnson@mott.org

Security Level: Email, Account Authentication  
(None)**COPIED**

Sent: 6/30/2023 8:16:02 AM

Resent: 6/30/2023 8:16:03 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Kimberly Roberson

KRoberson@mott.org

Security Level: Email, Account Authentication  
(None)**COPIED**

Sent: 6/30/2023 8:16:02 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Seamus Bannon

sbannon@cityofflint.com

Security Level: Email, Account Authentication  
(None)**COPIED**

Sent: 6/30/2023 8:16:02 AM

Viewed: 6/30/2023 8:23:36 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/30/2023 8:13:43 AM
Certified Delivered	Security Checked	6/30/2023 8:15:17 AM
Signing Complete	Security Checked	6/30/2023 8:16:01 AM
Completed	Security Checked	6/30/2023 8:16:02 AM
Payment Events	Status	Timestamps



BID 23-024

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO PVS TECHNOLOGIES INC. FOR AQUEOUS FERROUS CHLORIDE**

**WHEREAS**, The Division of Purchases and Supplies solicited bids for the 2 year supply of aqueous ferrous chloride (FY 2024 and FY 2025) as requested by Water Pollution Control. Ferrous Chloride is required for phosphorus removal during the wastewater treatment process, and said removal is stipulated by the National Pollution Discharge Elimination System (NPDES) permit.

**WHEREAS**, WPC recommends that the sole responsive bidder, PVS Technologies Inc., be awarded the purchase order for the supply of Aqueous Ferrous Chloride for each of the next two fiscal years, FY 2024 and FY 2025, in the amounts of \$220,000.000 and \$240,000.000 respectively, a two-year total of \$460,000.00.

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

Account Number	Account Name/ Grant Code	Amount
590-550.100-753.000	WPC-Treatment Chemicals	\$220,000.00
	<b>FY 2024 TOTAL</b>	<b>\$220,000.00</b>

**IT IS RESOLVED**, that the Proper City Officials are hereby authorized to issue a Purchase Order for the two year supply of Aqueous Ferrous Chloride for Water Pollution Control to PVS Technologies, Inc. for FY 2024 in the not-to-exceed amount of \$220,000.00, pending budget adoption and for FY 2025 in the not to exceed amount of \$240,000.00, pending budget adoption, a two year not-to-exceed amount of \$460,000.00.

**APPROVED AS TO FORM:**

  
William Kim (Jun 14, 2023 09:55 EDT)

**William Kim, City Attorney**

**APPROVED AS TO FINANCE:**

  
Jane Mager (Jun 14, 2023 09:58 EDT)

**Jane Mager, Acting Chief Financial Officer**

**FOR THE CITY OF FLINT:**


  
CLYDE D EDWARDS (Jun 14, 2023 11:45 EDT)

**Clyde Edwards, City Administrator**

**APPROVED BY CITY COUNCIL:**

\_\_\_\_\_  
**City Council President**

**APPROVED AS TO PURCHASING:**



**Christopher Mumby,  
Interim Purchasing Manager**



# CITY OF FLINT

## STAFF REVIEW FORM

TODAY'S DATE: 05/31/2023

BID/PROPOSAL: B-23-024

AGENDA ITEM TITLE: Aqueous Ferrous Chloride

PREPARED BY: Krystal Wallace, Water Pollution Control

VENDOR NAME: PVS Technologies Inc.

### BACKGROUND/SUMMARY OF PROPOSED ACTION:

Water Pollution Control uses Ferrous Chloride to remove the phosphorus from the wastewater as required by their Michigan National Pollutant Discharge Elimination System (NPDES) Permit. Phosphorus is considered a pollutant for waterways, and must be removed prior to discharging WPC final effluent water into the Flint River. Excess phosphorus causes increased growth of algae, algal toxins, and large aquatic plants, which can result in eutrophication (decreased levels of dissolved oxygen). These toxins are harmful to humans, animals, and the general environment.

WPC received one bid for the supply of Aqueous Ferrous Chloride. WPC recommends that the sole qualified bidder, PVS Technologies, Inc., be awarded the purchase order in the FY 2024 budgeted amount, pending adoption.

FINANCIAL IMPLICATIONS: None

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

Dept.	Name of Account	Account Number	Grant Code	Amount
DPW-WPC	Treatment Chemicals	590-550.100-753.000		\$220,000.00
FY 2024 Amount				\$220,000.00

PRE-ENCUMBERED? YES ☐ NO ☒ REQUISITION NO: 240007176 – The FY 2024 budget is pending adoption affecting funding availability which will be subsequent to July 1, 2023.

ACCOUNTING APPROVAL: *Stella* Date: 06/01/2023

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☒

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

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

AUTHORIZED SIGNATURE: *Jeanette H. Best*

(Jeanette Best, WPC Manager)



PROPOSALS  
B23000023 & B23000028

230188

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

PRESENTED: JUL - 5 2023

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

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO MCNAUGHTON-MCKAY ELECTRIC FOR  
ELECTRICAL, LIGHTING, SQUARE D, AND ALLEN BRADLEY SUPPLIES AND REPAIR PARTS**

**WHEREAS**, The Division of Purchases and Supplies, as requested by various Divisions within the Department of Public Works, solicited bids on May 15, 2023 for the 3-year procurement of Electrical and Lighting Supplies (B23000023) AND Square D and Allen Bradley Supplies (B23000028). McNaughton-McKay Electric was the sole qualified responsive bidder.

**WHEREAS**, These parts and supplies are used to maintain several electric and electronic systems that support City Services which are critical to the health and safety of the residents, such as wastewater treatment, water treatment, and traffic/street lighting.

**WHEREAS**, DPW personnel recommend that the sole qualified responsive bidder, McNaughton-McKay Electric, be awarded the three-(3) year purchase agreement for the supply of these parts in the budgeted amount of \$343,000.00 for each fiscal year commencing with FY 2024, pending budget adoption.

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

Account Number	Account Name/ Grant Code	Amount
590-550.200-775.000	WPC Pump Stations – Repair Parts & Supplies	\$17,000.00
590-550.202-775.000	WPC Operations – Repair Parts & Supplies	\$67,500.00
590-550.100-814.600	WPC Computer – Supplies	\$10,000.00
590-550.202-930.000	WPC Operations – Repairs	\$35,500.00
590-550.300-977.000	WPC Equipment	\$60,000.00
591-545.201-752.000	Water Plant – Supplies	\$78,000.00
202-443.201-752.000	Major Street Fund – Supplies	\$45,000.00
101-230.200-752.000	City Hall Maintenance – Supplies	\$30,000.00
FY 2024 TOTAL		\$343,000.00

**IT IS RESOLVED**, that the Proper City Officials are hereby authorized to approve a three-year purchase agreement and to issue Purchase Orders to McNaughton-McKay Electric for the supply of electrical and electronic parts as described above for fiscal years, 2024 – not-to-exceed \$343,000.00, 2025 – not-to-exceed \$343,000.00, and 2026 – not-to-exceed \$343,000.00, contingent upon approval and adoption of the respective budgets.

**APPROVED AS TO FORM:**

  
William Kim (Jun 14, 2023 10:47 EDT)

William Kim, City Attorney

**FOR THE CITY OF FLINT:**

  
CLYDE D EDWARDS (Jun 14, 2023 11:42 EDT)

Clyde Edwards, City Administrator

**APPROVED AS TO FINANCE:**

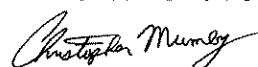
  
Jane Mager (Jun 14, 2023 09:57 EDT)

Jane Mager, Acting Chief Financial Officer

**APPROVED BY CITY COUNCIL:**

\_\_\_\_\_  
City Council President

**APPROVED AS TO PURCHASING:**



Christopher Mumby, Interim Purchasing Manager



# CITY OF FLINT

## STAFF REVIEW FORM

TODAY'S DATE: 05/30/2023

BID/PROPOSAL: 23-023

AGENDA ITEM TITLE: Electrical Parts

PREPARED BY John Florshinger, Utilities Maintenance & SCADA Supervisor

VENDOR NAME: McNaughton-McKay Electric

### BACKGROUND/SUMMARY OF PROPOSED ACTION:

Water Pollution Control Facilities relies on various electrical devices to run, control and monitor facility processes. Parts are needed to keep the facility running and meet NPDES permit requirements.

I recommend that the sole bidder, McNaughton-McKay Electric, be awarded the three (3) year bid in the amount of \$44,000.00 for each of the next three (3) fiscal years, FY2024, FY2025 and FY 2026 pending adoption, a three-year total of \$132,000.00, for electrical parts.

FINANCIAL IMPLICATIONS: None

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

Dept.	Name of Account	Account Number	Grant Code	Amount
DPW-WPC	Repair/Maint Supplies	590-550.200-775.000		17,000.00
DPW-WPC	Repair/Maint Supplies	590-550.202-775.000		27,000.00
		FY24 GRAND TOTAL		\$44,000.00
		THREE YEAR TOTAL		\$132,000.00

PRE-ENCUMBERED? YES ☒ NO ☐ REQUISITION NO: 240007211

ACCOUNTING APPROVAL: *J. Wallace* Date: 6/6/23

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☒

BUDGET YEAR 1 \$44,000.00

BUDGET YEAR 2 \$44,000.00

BUDGET YEAR 3 \$44,000.00

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

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

AUTHORIZED SIGNATURE: *Jeanette Best*  
(Jeanette Best, WPC Manager)



# CITY OF FLINT

## STAFF REVIEW FORM

**TODAY'S DATE:** 06/02/2023

**BID/PROPOSAL:** 23-028

**AGENDA ITEM TITLE:** Allen-Bradley Modules and Parts

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

**VENDOR NAME:** McNaughton-McKay Electric

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

WPC relies on Allen Bradley automation equipment to run and monitor critical plant processes such as filter, pump station control, load out facilities, grit removal, and plant historical data logging. Without adequate parts, these critical plant processes would not be operable resulting in NPDES Permit violations and increased operational and maintenance costs.

I recommend that the sole qualified bidder, McNaughton-McKay Electric., be awarded the three (3) year bid in the amount of \$146,000.00 for FY2024 and \$86,000.00 for each fiscal year FY2025 and FY2026, a three-year total of \$318,000.00, for Allen-Bradley modules and parts.

**FINANCIAL IMPLICATIONS:** None

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

Dept.	Name of Account	Account Number	Grant Code	Amount
DPW-WPC	Repair/Maint Supplies	590-550.202-775.000		40,500.00
DPW-WPC	Repairs/Maintenance	590-550.202-930.000		35,500.00
DPW-WPC	Computer Software	590-550.100-814.600		10,000.00
DPW-WPC	Equipment	590-550.300-977.000		60,000.00
<b>FY24 GRAND TOTAL</b>				<b>\$146,000.00</b>

**PRE-ENCUMBERED?** YES ☒ NO ☐ **REQUISITION NO:** 240007208

**ACCOUNTING APPROVAL:** *J. Neller* **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*

(Jeanette Best, WPC Manager)



## CITY OF FLINT

### RESOLUTION STAFF REVIEW FORM

**TODAY'S DATE:** June 9, 2023

**BID/PROPOSAL#**

**AGENDA ITEM TITLE:** Electrical Parts and Related Items

**PREPARED BY:** Melanie Poisson

**VENDOR NAME:** MCNAUGHTON MCKAY

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

The Water Plant would like to hire McNaughton McKay to supply electrical parts as needed to maintain systems throughout the facility and satellite properties.

Please issue a purchase order for \$3,000 for fiscal year: FY2024, using funds from account 591-545.201-752.000.

**FINANCIAL IMPLICATIONS:**

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

Dept.	Name of Account	Account Number	Grant Code	Amount
DPW-WTP	Supplies	591-545.201-752.000		\$3,000
FY24 GRAND TOTAL				\$3,000

**PRE-ENCUMBERED?** YES ☒ NO ☐ **REQUISITION NO:** 240006948

**ACCOUNTING APPROVAL:** Yolanda Gray **Date:** 6-9-23  
(Yolanda Gray, DPW Accounting Supervisor)

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

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

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

**DEPARTMENT HEAD SIGNATURE:** Scott Dungee **Date:** 6/9/23  
(Scott Dungee, Water Plant Supervisor)

Melanie Poisson





## CITY OF FLINT

### RESOLUTION STAFF REVIEW FORM

**TODAY'S DATE:** June 9, 2023

**BID/PROPOSAL#**

**AGENDA ITEM TITLE:** Allen Bradley Drives

**PREPARED BY:** Melanie Poisson for the Water Plant

**VENDOR NAME:** MCNAUGHTON MCKAY

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

The Water Plant requires Allen Bradley Drives to maintain systems throughout the facility and satellite properties. This is a **sole-source provider** having originally installed and maintained these systems. See Tim Donlan or John Florshinger with any questions.

Please issue a purchase order for \$75,000 for fiscal year FY20243: using funds from account 591-545.201-752.000.

**FINANCIAL IMPLICATIONS:**

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

Dept.	Name of Account	Account Number	Grant Code	Amount
DPW-WTP	Supplies	591-545.201-752.000		\$75,000
<b>FY24 GRAND TOTAL</b>				<b>\$ 75,000</b>

**PRE-ENCUMBERED?** YES ☒ NO ☐ **REQUISITION NO:** 240006946

**ACCOUNTING APPROVAL:**

*Volanda Gray*  
(Volanda Gray, DPW Accounting Supervisor)

**Date:**

6-9-23

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

**WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH**

**BUDGET YEAR:** (This will depend on the term of the bid proposal)

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

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

**DEPARTMENT HEAD SIGNATURE:**

*Scott Dungee*  
(Scott Dungee, Water Plant Supervisor)

**Date:**

6/9/23

Melanie Poisson



## CITY OF FLINT

### RESOLUTION STAFF REVIEW FORM

**TODAY'S DATE:** June 9, 2023

**BID/PROPOSAL#** 23000023

**AGENDA ITEM TITLE:** Electrical parts

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

**VENDOR NAME:** McNaughton McKay Electric

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

The Traffic Engineering Division is requesting a purchase order for electrical parts on an as needed basis. Electrical supplies were bid out and McNaughton McKay Electric were the low bidder. This is year one of a three year bid.

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

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

Dept.	Name of Account	Account Number	Grant Code	Amount
202	Major Street Fund	443.201-752.000		\$ 45,000.00
		<b>FY24 GRAND TOTAL</b>		<b>\$45,000.00</b>

**PRE-ENCUMBERED?** YES ☒ NO ☐ **REQUISITION NO:** 240007068

**ACCOUNTING APPROVAL:** Kathryn Neumann Kathryn Neumann (Jun 9, 2023 12:01 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 (Jun 12, 2023 06:14 EDT)  
(Rodney McGaha, Director of Transportation)



## CITY OF FLINT

### RESOLUTION STAFF REVIEW FORM

**TODAY'S DATE:** June 9, 2023

**BID/PROPOSAL#** 23000023

**AGENDA ITEM TITLE:** Electrical parts

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

**VENDOR NAME:** McNaughton McKay Electric

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

The Maintenance Division is requesting electrical supplies. Bids were solicited and McNaughton McKay were the low bidder. This is for year one of a three year proposal.

**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
101	General Fund	230.200-752.000		\$30,000.00
		<b>FY24 GRAND TOTAL</b>		<b>\$30,000.00</b>

**PRE-ENCUMBERED?** YES ☒ NO ☐ **REQUISITION NO:** 240007068

**ACCOUNTING APPROVAL:** Kathryn Neumann Kathryn Neumann (Jun 9, 2023 12:02 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:** lee osborne lee osborne (Jun 12, 2023 12:11 EDT)  
(Lee Osborne, Facilities Maintenance Operations Manager)



PROPOSAL 22000018

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO POLYDYNE INC. FOR LIQUID CATIONIC POLYMER**

**WHEREAS**, The Division of Purchases and Supplies solicited bids for the 2 year supply of Liquid Cationic Polymer (FY 2023 and FY 2024) as requested by Water Pollution Control. Polymer is used to coagulate the sludge prior to dewatering and as an equipment lubricant during the wastewater treatment process.


**WHEREAS**, WPC recommends that the sole responsive bidder, Polydyne Inc., be awarded the purchase order for the supply of Liquid Cationic Polymer for FY 2024, in the budgeted amount of \$225,000.000.

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

Account Number	Account Name/ Grant Code	Amount
590-550.100-753.000	WPC-Treatment Chemicals	\$225,000.00
	<b>FY 2024 TOTAL</b>	<b>\$225,000.00</b>

**IT IS RESOLVED**, that the Proper City Officials are hereby authorized to issue a Purchase Order for the supply of Liquid Cationic Polymer for Water Pollution Control to Polydyne, Inc. for FY 2024 in the not-to-exceed amount of \$225,000.00.

**APPROVED AS TO FORM:**

  
William Kim (Jun 14, 2023 14:07 EDT)

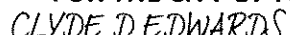
**William Kim, City Attorney**

**APPROVED AS TO FINANCE:**

  
Jane Mager (Jun 14, 2023 14:07 EDT)

**Jane Mager, Acting Chief Financial Officer**

**FOR THE CITY OF FLINT:**

  
CLYDE D EDWARDS (Jun 15, 2023 15:23 EDT)

**Clyde Edwards, City Administrator**

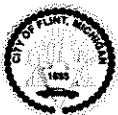
**APPROVED BY CITY COUNCIL:**

**City Council President**

**APPROVED AS TO PURCHASING:**



**Christopher Mumby,  
Interim Purchasing Manager**



# CITY OF FLINT

## STAFF REVIEW FORM

TODAY'S DATE: 06/01/2023

BID/PROPOSAL: Proposal 22000018

AGENDA ITEM TITLE: Liquid Cationic Polymer

PREPARED BY: Krystal Wallace, Water Pollution Control

VENDOR NAME: Polydyne Inc.

### BACKGROUND/SUMMARY OF PROPOSED ACTION:

Water Pollution Control uses polymer to coagulate the sludge in preparation for the dewatering process and as a lubricant for the dewatering equipment. Dewatering of the sludge is a prerequisite to be accepted by the landfill for disposal. The Michigan National Pollutant Discharge Elimination System (NPDES) permit requires that the treated sewage sludge be properly disposed.

WPC received one bid for the supply of Liquid Cationic Polymer. WPC recommends that the sole qualified bidder, Polydyne, Inc., be awarded year 2 of a 2-year purchase order in the FY 2024 budgeted amount, pending adoption.

FINANCIAL IMPLICATIONS: None

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

Dept.	Name of Account	Account Number	Grant Code	Amount
DPW-WPC	Treatment Chemicals	590-550.100-753.000		\$225,000.00
			FY 2024 Amount	\$225,000.00

PRE-ENCUMBERED? YES ☐ NO ☒ REQUISITION NO: 240007177 – The FY 2024 budget is pending adoption affecting funding availability which will be subsequent to July 1, 2023.

ACCOUNTING APPROVAL: J. Malaga Date: 06/01/2023

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☒

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

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

AUTHORIZED SIGNATURE: \_\_\_\_\_

Jeanette H. Best  
(Jeanette Best, WPC Manager)

230190



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

PRESENTED: JUL - 5 2023

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

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO SPALDING DEDECKER FOR A SIDEWALK ASSESSMENT**

WHEREAS, The Department of Public Works, Transportation Division, has utilized the State of Michigan's DTMB MiDEAL Contract 00832 to solicit a quote from Spalding DeDecker, 905 South Blvd. East, Rochester Hills, Michigan for a city-wide sidewalk assessment, along with GIS integration for Wards 1-9 in the City of Flint, and


WHEREAS, The Flint City Council voted to allocate ARPA funding for sidewalk replacements via Resolution #220464.1 on October 24, 2022 and this is the first step in determining the condition of all sidewalks in the City of Flint.

WHEREAS, The City of Flint Transportation Division is requesting the proposed amount of \$111,000.00 for these services. Funding will come from the following account:

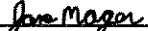
Account Number	Account Name/Grant Code	Amount
287-449.201-801.000	Professional Services/FUSDT-CSLFRF	\$ 111,000.00
	<b>FY24 GRAND TOTAL</b>	<b>\$ 111,000.00</b>

**IT IS RESOLVED**, that the Proper City Officials are hereby authorized to enter into a contract with Spalding DeDecker for a city-wide sidewalk assessment, along with GIS integration for Wards 1-9, in an amount not to \$111,000.00.

APPROVED AS TO FORM:

  
 William Kim (Jun 16, 2023 11:56 EDT)  
 William Kim  
 Chief Legal Officer

APPROVED AS TO FINANCE:

  
 Jane Mager (Jun 16, 2023 11:52 EDT)  
 Jane Mager  
 Acting Chief Finance Officer


FOR THE CITY OF FLINT:

CLYDE D EDWARDS  
 CLYDE D EDWARDS (Jun 16, 2023 12:40 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:** June 14, 2023

**BID/PROPOSAL#**

**AGENDA ITEM TITLE:** Sidewalk assessment

**PREPARED BY** Kathryn Neumann, Admin. Support Technician

**VENDOR NAME:** Spalding DeDecker

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

City Council authorized \$2,000,000 of American Rescue Plan Act (ARPA) funds to be used for replacing sidewalks in the City of Flint. The Street Maintenance Division has utilized the State of Michigan's DTMB MiDeal Contract #00832 with Spalding DeDecker for a sidewalk assessment, including GIS integration for Wards 1-9. The sidewalk assessment will identify defects necessary for flagging and replacing the sidewalks in the worst condition in each Ward. Each sidewalk square will be rated on the following: cracking in slab, cross slope, longitudinal slope, surface of slab scale and water ponding. Spalding DeDecker has experience in conducting sidewalk assessments in other communities. Quotes were solicited from other vendors, Spalding DeDecker was the only company that responded.

**FINANCIAL IMPLICATIONS:**

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

Dept.	Name of Account	Account Number	Grant Code	Amount
287	ARPA Fund	449.201-801.000	FUSDT-CSLFRF	\$ 111,000.00
		<b>FY24 GRAND TOTAL</b>		<b>\$111,000.00</b>

**PRE-ENCUMBERED?** YES ☒ NO ☐ **REQUISITION NO:** 240007369

**ACCOUNTING APPROVAL:** Kathryn Neumann  
Kathryn Neumann (Jun 14, 2023 12:07 EDT) **Date:** \_\_\_\_\_

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

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

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

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

**DEPARTMENT HEAD SIGNATURE:** Rodney McGaha  
Rodney McGaha (Jun 14, 2023 14:14 EDT)

Rodney McGaha, Director of Transportation



**STATE OF MICHIGAN**  
**DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET**  
This contract authorizes the professional services contractor to provide professional services.  
(Authority: Public Act 431 of 1984, as amended)

**CONTRACT FOR PROFESSIONAL SERVICES: Indefinite Scope – Indefinite Delivery**  
**Billing Rate – Not to Exceed**

THIS CONTRACT, authorized this 17th day of March in the year two-thousand and twenty-three (2023), by the Director, Department of Technology, Management and Budget, BETWEEN the STATE OF MICHIGAN acting through the STATE FACILITIES ADMINISTRATION, DESIGN AND CONSTRUCTION DIVISION of the DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET, 3111 West St. Joseph Street, Lansing, Michigan, hereinafter called the Department, and

Spalding DeDecker Associates, Inc  
905 S. Boulevard East  
Rochester Hills, MI 48307

the Prime Professional Services Contractor, hereinafter called the Professional,

WHEREAS the Department proposes securing professional services FOR THE FOLLOWING PROJECT:

**Indefinite-Scope, Indefinite-Delivery Contract No. 00992**

Department of Technology, Management and Budget

State Facilities Administration, Design and Construction Division

Professional Architectural and Engineering Indefinite-Scope, Indefinite Delivery Contract (ISID) for Minor Projects -

Various State Departments and Facilities

Various Site Locations, Michigan

Provide professional services, technical staff, and support personnel for ISID minor projects on an as-needed basis at various State/Client Agencies within various locations as defined by the State of Michigan. These various ISID minor projects may include projects where the construction costs are between fifteen-thousand dollars (\$15,000) and five-hundred-thousand dollars (\$500,000) for this Contract.

This Contract is for professional design services for an unspecified number of ISID projects. The scope of work for each assigned project will be defined at the time the project is awarded by the State to the Professional firm.



The professional services required for each of these assigned projects requested by the Department may include any or all the Tasks included in the Phase 100 – Study through the Phase 700 – Construction text of the Department's Standard Professional Services Contract.

The Professional firm's services shall be performed in strict accordance with this Professional Services Contract and follow the Department's approved and attached Project/Program Statement.

This Contract does not warrant or imply to the Professional design firm entitlement to perform any specific percentage (%) amount of compensation, work, or projects during the life of this four (4) year Contract.

This Contract will remain in effect for four (4) years from the date of this Contract award but may be unilaterally terminated by the State of Michigan at any time, for cause or its convenience, by written notification of the State, to the Professional. Furthermore, this Contract may be extended for one (1) additional year, at the sole option and discretion of the State upon the Department providing written notice to the Professional prior to the expiration of the original four (4) year Contract period. Any such time extension shall be subject to the terms and conditions of this Contract, including, but not limited to, the existing hourly billing rates included in this Contract for the Professional, their Consultant, and their employees or agents.

**Please note that for this Professional Services Contract your permanent assigned ISID Contract No., as noted on page 1 of this contract, must be provided on all Project correspondence and documents.**

The Professional is not to provide any professional services or incur expenses until individual ISID Projects are assigned to this Contract. (See Article 2 – Compensation and the Project/Program Statement attached to this Contract.)

NOW THEREFORE, the Department and the Professional in consideration of the covenants of this Contract agree as follows:

- I. The Professional shall provide the services for the assigned Project in the study, design, and construction administration, Phase and Task sequence provided in this Professional Services Contract and to the extent authorized by the Department of Technology, Management and Budget State Facilities Administration (SFA), Design and Construction Division (DCD) [Department] and be solely responsible for such professional services. The Professional's services shall be performed in strict accordance with this Professional Services Contract and follow the Project/Program Statement.
- II. The State of Michigan shall compensate the Professional for providing their professional architectural and/or engineering study, design, and construction administration services for the Project in accordance with the conditions of this Professional Services Contract.

IN WITNESS, WHEREOF, each of the parties has caused this Professional Services Contract to be executed in blue ink, a scanned digital signature is also acceptable, by its duly authorized representatives on the dates shown beside their respective signatures, with the Contract to be effective upon the date on which the Professional received an electronic copy executed by the authorized State of Michigan representative(s) by electronic mail.

**FOR THE PROFESSIONAL**

Spalding DeDecker

Firm Name

CV0020408

SIGMA Vendor ID Number



Signature

03/23/2023

Date

Thomas Sovel, P.E. Vice President

Title

**FOR THE STATE OF MICHIGAN:**



Director, DTMB | SFA | Design and Construction

March 31, 2023

Date

April 18, 2023

Mr. Mark Adas, PE  
City Engineer  
City of Flint  
1101 S. Saginaw Street  
Flint, MI 48502

**Re: Proposal for Professional Services for  
Sidewalk Replacement Program  
MI Deal #00832**

Dear Mr. Adas:

Spalding DeDecker(SD) is pleased to provide the following proposal to prepare sidewalk assessments, and GIS integration for Wards 1-9 in the City. As an additional service, SD can develop a program guide that Includes sample correspondence, timelines and ratings for a five-year sidewalk replacement program. SD has successfully run several Township's and City sidewalk replacement program for many years.

#### **PROJECT UNDERSTANDING**

SD understands that the City would like to identify the existing defects that exist within each of the City's Wards utilizing SD's GIS identification and integration services. SD would provide both the field work and the office GIS integration/creation work for use by the City. We understand the intent would be for the City to develop a bid program based on the GIS data provided by SD.

#### **SCOPE OF SERVICES**

The proposed scope of services includes:

Evaluate all sidewalks within wards 1 to 9 and enter evaluation data Into a created GIS framework with defect, location, pictures and quantities.

1. Work with the City to identify the defects necessary for flagging and replacement utilizing SD's previously developed rating schedule. The following is an example of that system.

1. **Cracking In Slab**

- a. #1 – No Cracking
    - b. #2 – 1 Crack <1/4 IN Wide
    - c. #3 – 2+ Cracks <1/4 IN Wide
    - d. #4 – ≤ 2 Cracks > 1/4 IN length = 2FT
    - e. #5 – 2+ Cracks > 1/4 IN Wide length > 2FT

2. **Cross Slope**

- a. #1 – Slope = 0%
    - b. #2 – > 0% Slope <2%
    - c. #3 – Slope > 2% - <4%

- d. #4 – Slope > 4% - <6%
- e. #5 – Slope > 6%
- 3. **Longitudinal Slope**
  - a. #1 – No Tilt (0-2%)
  - b. #2 – Minimal Tilt (2-4%)
  - c. #3 – Slight Tilt <1 inch per FT (4-6%)
  - d. #4 – Noticeable Tilt <1 inch per FT (6-8.33%)
  - e. #5 – Tilt >1 inch per FT (>8.33%)

#### 4. Surface of Slab Scaled

- a. #1 – Little or No Scaling <1/4 IN Deep
- b. #2 – <15% Scaling <1/4 IN Deep
- c. #3 – <25% Scaling <1/4 IN Deep
- d. #4 – <25% Scaling > 1/4 IN Deep
- e. #5 – >25% Scaling > 1/4 IN Deep

#### 5. Water Ponding

- a. #1 – No Ponding
- b. #2 – Ponding <1/4 IN Deep
- c. #3 – Ponding 1/4 IN Deep
- d. #4 – Ponding 1/2 IN Deep
- e. #5 – Ponding ≥ 3/4 IN Deep

2. **SD Recommends starting with a single ward to evaluate the number of sidewalks affected by the proposed rating system and allow the City to pivot for future Wards to limit the overall cost of replacement. The intent would be to stretch the City's sidewalk funding across all nine (9) Wards.**

## FEE

Spalding DeDecker will provide the above scope of services based on rate schedule provided below. We recommend starting with a single Ward to help with the evaluation of total project cost and also streamline future field evaluation costs if the evaluation criteria were to change. The below is based on a full suite of reviews shown in the above referenced sample.

SD proposes to provide these evaluations and documentation on an hourly not to exceed basis:

Ward #	Size	Evaluation Fee
1	2.4 sq miles	\$8,000.00
2	2.6 sq miles	\$8,500.00
3	5.6 sq miles	\$18,500.00
4	3.8 sq miles	\$12,500.00
5	3.6 sq miles	\$12,250.00
6	2.2 sq miles	\$7,500.00
7	4 sq miles	\$13,500.00
8	6.1 sq miles	\$20,250.00
9	3.3 sq miles	\$10,000.00
<b>Total</b>	<b>33.6 sq miles</b>	<b>\$111,000.00</b>



Thank you for the opportunity to submit this proposal, and we look forward to working with the City of Flint. If you wish to discuss this proposal or require additional information, please feel free to contact me.

Sincerely,  
**SPALDING DEDECKER**

A handwritten signature in black ink, appearing to read "Jeremy Schrot".

Jeremy Schrot, PE  
Vice President



230191



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

PRESENTED: JUL - 5 2023

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

Proposal 23000515

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO MONSTER TREE SERVICE FOR URBAN FORESTRY SERVICES**

On January 31, 2023, The Department of Finance, Division of Purchases & Supplies issued a purchase order to Monster Tree Service, 855 N. Hickory Ridge Rd., Highland, Michigan for urban forestry services for the period ending June 30, 2023 as requested by the Department of Public Works in the amount of \$60,000, and

The Department of Public Works has requested a purchase order for the final year in the amount of \$95,000.00. Funding will come from the following accounts:

Account Number	Account Name	Amount
202-449.215-801.000	Major Street Fund	\$ 35,000.00
203-449.215-801.000	Local Street Fund	\$60,000.00
	<b>FY24 GRAND TOTAL</b>	<b>\$95,000.00</b>

**IT IS RESOLVED**, that the Proper City Officials are hereby authorized to enter change order #1 with Monster Tree Service for the final year (7/1/23 – 6/30/24) of the urban forestry services in the amount of \$95,000.00 and an aggregate amount of \$155,000.00.

APPROVED AS TO FORM:

  
William Kim (Jun 26, 2023 11:56 EDT)

William Kim  
Chief Legal Officer

APPROVED AS TO FINANCE:

  
Jane Mager (Jun 26, 2023 11:51 EDT)

Jane Mager  
Acting Chief Finance Officer

FOR THE CITY OF FLINT:

  
CLYDE D. EDWARDS
CLYDE D. EDWARDS (Jun 15, 2023 12:41 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:** June 14, 2023

**BID/PROPOSAL#** 23-515

**AGENDA ITEM TITLE:** Tree trimming, removals, and emergencies

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

**VENDOR NAME:** Monster Tree Service of West Bloomfield

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

The City of Flint is responsible for trees in the right-of-way and Street Maintenance oversees managing them. There are trees that need removal, as well as regular tree trimming to keep the remaining trees healthy. Monster Tree Service of West Bloomfield was the sole bidder for the Urban Forestry Services bid when it was rebid last year and this request for the final year of the contract.

**FINANCIAL IMPLICATIONS:**

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

Dept.	Name of Account	Account Number	Grant Code	Amount
202	Tree Maintenance	449.215-801.000		\$35,000.00
203	Tree Maintenance	449.215-801.000		\$60,000.00
<b>FY43 GRAND TOTAL</b>				<b>\$95,000.00</b>

**PRE-ENCUMBERED?** YES ☒ NO ☐ **REQUISITION NO:** 240007100

**ACCOUNTING APPROVAL:** Kathryn Neumann Kathryn Neumann (Jun 14, 2023 11:54 EDT) **Date:** \_\_\_\_\_

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

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

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

**DEPARTMENT HEAD SIGNATURE:** Rodney McGaha Rodney McGaha (Jun 14, 2023 14:10 EDT)  
(Rodney McGaha, Director of Transportation)





Sheldon Neeley  
Mayor

**CITY OF FLINT, MICHIGAN**  
**Department of Public Works**  
**Transportation Division**


Clyde Edwards  
City Administrator

Michael J Brown  
Director

Rodney McGaha  
Director

December 22, 2022

**TO:** Lauren Rowley  
Purchasing Manager

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

**SUBJECT:** RECOMMENDATION – URBAN FORESTRY SERVICES – PROPOSAL #23-515

I have carefully reviewed the proposal received for the Urban Forestry Services and had a committee meet with the sole proposer. I am recommending Monster Tree Service of West Bloomfield be awarded the proposal in the amount not to exceed \$60,000.00. Requisition 23-6364 has been pre-encumbered and the scoring sheet has been attached to the requisition.

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



RESOLUTION NO.: 230192  
PRESENTED: JUL - 5 2023  
ADOPTED: \_\_\_\_\_

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO ACE SAGINAW PAVING COMPANY FOR ASPHALT PAVING MATERIALS**


Ace Saginaw Paving Company, 115 S. Averill Ave., Flint, Michigan is the sole local vendor for asphalt paving supplies and utilized by multiple departments of the City and has agreed to hold their pricing to last year's rates, and

The Department of Public Works is requesting to enter into an agreement for FY24 with Ace Saginaw Paving Company for asphalt paving materials for the City of Flint. Funding will come from the following accounts:

Account Number	Account Name	Amount
202-449.201-782.000	Asphalt	\$ 100,000.00
203-449.201-782.000	Asphalt	\$2,000,000.00
202-449.203-782.000	Asphalt	\$20,000.00
203-449.203-782.000	Asphalt	\$12,000.00
202-449.211-782.000	Asphalt	\$20,000.00
203-449.211-782.000	Asphalt	\$38,000.00
590-540.208-782.000	Asphalt	\$30,000.00
591-540.202-782.000	Asphalt	\$30,000.00
<b>FY24 GRAND TOTAL</b>		<b>\$2,250,000.00</b>

**IT IS RESOLVED**, that the Division of Purchases & Supplies is hereby authorized to issue purchase orders to Ace Saginaw Paving Company for asphalt paving materials for FY24, in the amount not to exceed \$2,250,000.00.

**APPROVED AS TO FORM:**

  
William Kim (Jun 22, 2023 09:30 EDT)

William Kim  
Chief Legal Officer

**APPROVED AS TO FINANCE:**

  
Jane Mager (Jun 22, 2023 08:53 EDT)

Jane Mager  
Acting Chief Finance Officer


**FOR THE CITY OF FLINT:**

  
CLYDE D EDWARDS (Jun 22, 2023 09:42 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:** June 21, 2023

**BID/PROPOSAL#**

**AGENDA ITEM TITLE:** Asphalt

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

**VENDOR NAME:** Ace Asphalt

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

Asphalt is used to repair hazardous conditions in the road, including potholes, water and sewer main pavement breaks and to repave roads. It is also used to pave roads. Cold patch is used for the temporary repair of water and sewer repairs, as well as filling potholes in winter. Ace Asphalt is the sole provider of asphalt in the area.

**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	Asphalt	202-449.201-782.000		\$100,000.00
Streets	Asphalt	203-449.201-782.000		\$ 2,000,000.00
Streets	Asphalt	202-449.203-782.000		\$ 20,000.00
Streets	Asphalt	203-449.203-782.000		\$ 12,000.00
Streets	Asphalt	202-449.211-782.000		\$ 20,000.00
Streets	Asphalt	203-449.211-782.000		\$ 38,000.00
		<b>FY24 GRAND TOTAL</b>		<b>\$2,190,000.00</b>

**PRE-ENCUMBERED?** YES ☒ NO ☐ **REQUISITION NO:** 240007382

**ACCOUNTING APPROVAL:** Kathryn Neumann  
Kathryn Neumann (Jun 21, 2023 10:25 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 21, 2023 11:18 EDT)  
(Rodney McGaha, Director of Transportation)

230193



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

PRESENTED: JUL - 5 2023

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

BY THE CITY ADMINISTRATOR

**RESOLUTION TO BOLLE CONTRACTING LLC FOR BLIGHT DEPARTMENT DEOMOLITION CONTRACTOR SERVICES-FY24**

**WHEREAS**, the division of purchases and supplies solicited proposals for General Contractor Services as requested by the Blight Department for Demolition Services. The services are for (14) selected properties within the city of Flint to be demolished.

**WHEREAS**, Bolle Contracting, LLC has provided a proposal to the City of Flint Blight Department for all Demolition/Debris clean up, Backfill with sand, and Topsoil and Seed.

GL/ACCOUNT #	ACCOUNT NAME/GRANT CODE	AMOUNT REQUESTED
296-171.719-801.000 SMEDC-BLIG22	#2300530 DEMO OF BLIGHTED PROPERTIES	\$202,000
	<b>FY 2024 TOTAL:</b>	<b>\$202,000</b>

**IT IS RESOLVED**, that the proper city of Flint officials are hereby authorized to enter into a contract with Bolle Contracting, LLC for demolition, debris removal, backfill with sand and Topsoil and seed for FY24 (07/01/23 - 06/30/24) in an amount not to exceed \$202,000

APPROVED AS TO FORM:

William Kim  
William Kim (Jun 22, 2023 09:29 EDT)

William Kim, City Attorney

APPROVED AS TO FINANCE:

Jane Mager  
Jane Mager (Jun 22, 2023 08:54 EDT)

Jane Mager, Acting Chief of Financial Officer

FOR THE CITY OF FLINT:

CLYDE D EDWARDS  
CLYDE D EDWARDS (Jun 22, 2023 09:45 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:

Christopher Mumby

Christopher Mumby, Purchasing Manager





## CITY OF FLINT

DEPARTMENT APPROVAL: W A Brown Date: 06/21/2023  
W A Brown (Jun 23, 2023 10:12 EDT)

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐

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

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

BUDGET YEAR 1

BUDGET YEAR 2

BUDGET YEAR 3

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

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

DEPARTMENT HEAD SIGNATURE: CLYDE D EDWARDS  
CLYDE D EDWARDS (Jun 22, 2023 09:45 EDT)

**DEPARTMENT HEAD MUST SIGN**

❖ **EXHIBIT A - SUBMITTAL WITH DETAILED SUMMARY OF PRICING****PROPOSAL NO. 23000530  
DEMOLITION OF BLIGHTED PROPERTIES**❑ **EXHIBIT A - SPECIFICATIONS**

The City of Flint Office of Blight Elimination is soliciting bids for Demolition Services. The services are for (14) selected properties within the City of Flint to be demolished. Addresses of these properties will be made available during the mandatory Pre-bid meeting. It will be required for each contractor to assess the property and give pricing on the following:

- Inspection/Assessment
- Demolition of identified property
- Removal of Foundation
- Before Backfilling is performed ensure the area is free from any standing water, trash or any other debris.
- Clean tested backfill must be used and a 95% compaction is to be utilized and crowned for ground settling.
- Open Holes will be inspected to ensure these procedures are being followed.
- A 4' cap of topsoil is needed on all areas.
- Clover will be the selected grass seed for use.
- Unattended holes need to be barricaded with snow fence.

Contractor is to supply all labor, materials, necessary tools, equipment, and all utility and transportation services necessary to perform and complete all of the work. This includes compliance with all applicable sections of the City of Flint Building and Code Ordinances and other related ordinances.

The Contractor shall be liable for damage to City or private property resulting from the demolition of the building or removal of equipment or debris from the site. Any public walks, pavement, curbs, streets, etc. which are damaged as a result of the demolition activities shall be replaced at the Contractor's expense.

This project may be subject to **Prevailing Wage Rates.**

**PROPOSAL NO.23000530**  
**DEMOLITION OF BLIGHTED PROPERTIES**

**THE FOLLOWING PAGES MUST BE COMPLETED AND INCLUDED WITH SUBMITTAL IN THE FOLLOWING ORDER.**

**Purchasing Checklist:**

- ☒ Cover Sheet
- ☒ Exhibit A - Complete Proposal Submittal with detailed Summary of Pricing
- ☒ Exhibit B - Qualifications and Licenses Requirements
- ☒ Exhibit C - Disclosure of Supplier Responsibility Statement
- ☒ Exhibit D - List of References
- ☒ Exhibit E - Certificate of Insurance
- ☒ Exhibit F - Non-Bidder's Response
- ☒ City of Flint, Michigan Affidavit
- X Addendum 1
- X Addendum 2



# PROPOSAL

## Bolle Contracting, LLC.

408 East Fourth  
Clare, MI 48617  
(989) 386-7311  
Fax (989) 386-8044

PROPOSAL SUBMITTED TO  
City of Flint

CONTACT  
Jarín McGee

DATE  
5/26/23

STREET  
1101 S Saginaw St

JOB NAME  
"#2300530 Demo of Blighted Properties"

CITY, STATE AND ZIP CODE  
Flint, MI 48502

JOB LOCATION  
City of Flint/Genesee County

PHONE  
810-766-7340

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

**1116 Flushing Rd.**

**Demo/Debris clean up-----**

**Backfill with sand-----**

**Topsoil & Seed-----**

**Total per specs-----\$17,000.00**

# PROPOSAL

## Bolle Contracting, LLC.

408 East Fourth  
Clare, MI 48617  
(989) 386-7311  
Fax (989) 386-8044

PROPOSAL SUBMITTED TO  
City of Flint

CONTACT  
Jarin McGee

DATE  
5/26/23

STREET  
1101 S Saginaw St

JOB NAME  
"#2300530 Demo of Blighted Properties"

CITY, STATE AND ZIP CODE  
Flint, MI 48502

JOB LOCATION  
City of Flint/Genesee County

PHONE  
810-766-7340

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

**1050 Fairfax**

**Demo/Debris clean up-----**

**Backfill with sand-----**

**Topsoil & Seed-----**

**Total per specs-----\$15,000.00**

# PROPOSAL

## Bolle Contracting, LLC.

408 East Fourth  
Clare, MI 48617  
(989) 386-7311  
Fax (989) 386-8044

PROPOSAL SUBMITTED TO  
City of Flint

CONTACT  
Jarín McGee

DATE  
5/26/23

STREET  
101 S Saginaw St

JOB NAME  
"#2300530 Demo of Blighted Properties"

CITY, STATE AND ZIP CODE  
Flint, MI 48502

JOB LOCATION  
City of Flint/Genesee County

PHONE  
810-766-7340

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

**201 E Genesee (garage foundation)**

**Demo/Debris clean up-----**

**Backfill with sand-----**

**Topsoil & Seed-----**

**Total per specs-----\$14,000.00**

# PROPOSAL

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Flint, MI 48502

JOB LOCATION  
City of Flint/Genesee County

PHONE  
810-766-7340

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

**5407 Genesee (garage only)**

*Garage*

**Demo/Debris clean up-----**

**Backfill with sand-----**

**Topsoil & Seed-----**

**Total per specs-----\$12,000.00**

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Flint, MI 48502

JOB LOCATION  
City of Flint/Genesee County

PHONE  
810-766-7340

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

**3502 Herrick (garage foundation)**

**Demo/Debris clean up-----**

**Backfill with sand-----**

**Topsoil & Seed-----**

**Total per specs-----\$12,000.00**

# PROPOSAL

## Bolle Contracting, LLC.

408 East Fourth  
Clare, MI 48617  
(989) 386-7311  
Fax (989) 386-8044

PROPOSAL SUBMITTED TO  
City of Flint

CONTACT  
Jarin McGee

DATE  
5/26/23

STREET  
1101 S Saginaw St

JOB NAME  
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CITY, STATE AND ZIP CODE  
Flint, MI 48502

JOB LOCATION  
City of Flint/Genesee County

PHONE  
810-766-7340

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

**2407 Kellar (garage)**

**Demo/Debris clean up-----**

**Backfill with sand-----**

**Topsoil & Seed-----**

**Total per specs-----\$11,000.00**

# PROPOSAL

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408 East Fourth  
Clare, MI 48617  
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PROPOSAL SUBMITTED TO  
City of Flint

CONTACT  
Jarín McGee

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5/26/23

STREET  
1101 S Saginaw St

JOB NAME  
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CITY, STATE AND ZIP CODE  
Flint, MI 48502

JOB LOCATION  
City of Flint/Genesee County

PHONE  
810-766-7340

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

**1912 Kentucky Ave**

**Demo/Debris clean up-----**

**Backfill with sand-----**

**Topsoil & Seed-----**

**Total per specs-----\$17,000.00**

# PROPOSAL

## Bolle Contracting, LLC.

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PROPOSAL SUBMITTED TO  
City of Flint

CONTACT  
Jarín McGee

DATE  
5/26/23

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CITY, STATE AND ZIP CODE  
Flint, MI 48502

JOB LOCATION  
City of Flint/Genesee County

PHONE  
810-766-7340

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

**1814 Jane Ave**

**Demo/Debris clean up-----**

**Backfill with sand-----**

**Topsoil & Seed-----**

**Total per specs-----\$14,000.00**



# PROPOSAL

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PROPOSAL SUBMITTED TO  
City of Flint

CONTACT  
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DATE  
5/26/23

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1101 S Saginaw St

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CITY, STATE AND ZIP CODE  
Flint, MI 48502

JOB LOCATION  
City of Flint/Genesee County

PHONE  
810-766-7340

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

**2217 Howard**

**Demo/Debris clean up-----**

**Backfill with sand-----**

**Topsoil & Seed-----**

**Total per specs-----\$17,000.00**

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Flint, MI 48502

JOB LOCATION  
City of Flint/Genesee County

PHONE  
810-766-7340

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

**843 E Genesee**

**Demo/Debris clean up-----**

**Backfill with sand-----**

**Topsoil & Seed-----**

**Total per specs-----\$14,000.00**

# PROPOSAL

## Bolle Contracting, LLC.

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CITY, STATE AND ZIP CODE  
Flint, MI 48502

JOB LOCATION  
City of Flint/Genesee County

PHONE  
810-766-7340

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

**737 Fenton Rd**

**Demo/Debris clean up-----**

**Backfill with sand-----**

**Topsoil & Seed-----**

**Total per specs-----\$15,000.00**

# PROPOSAL

## Bolle Contracting, LLC.

408 East Fourth  
Clare, MI 48617  
(989) 386-7311  
Fax (989) 386-8044

PROPOSAL SUBMITTED TO  
City of Flint

CONTACT  
Jarin McGee

DATE  
5/26/23

STREET  
1101 S Saginaw St

JOB NAME  
"#2300530 Demo of Blighted Properties"

CITY, STATE AND ZIP CODE  
Flint, MI 48502

JOB LOCATION  
City of Flint/Genesee County

PHONE  
810-766-7340

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

**3521 Hogarth**

**Demo/Debris clean up-----**

**Backfill with sand-----**

**Topsoil & Seed-----**

**Total per specs-----\$13,000.00**

# PROPOSAL

## Bolle Contracting, LLC.

408 East Fourth  
Clare, MI 48617  
(989) 386-7311  
Fax (989) 386-8044

PROPOSAL SUBMITTED TO  
City of Flint

CONTACT  
Jarín McGee

DATE  
5/26/23

STREET  
1101 S Saginaw St

JOB NAME  
"#2300530 Demo of Blighted Properties"

CITY, STATE AND ZIP CODE  
Flint, MI 48502

JOB LOCATION  
City of Flint/Genesee County

PHONE  
810-766-7340

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

### Permits

Soil Erosion Permits-----

Demo Permits-----

Water-----

**Total ----- \$21,000.00**

**EXHIBIT B - QUALIFICATIONS REQUIREMENTS****MINIMUM QUALIFICATION REQUIREMENTS**

- a) The Bidder (Company) shall have been in business for a minimum of THREE (3) CONSECUTIVE YEARS and shall be currently legal to perform services within the State of Michigan. Copies of documentation demonstrating meeting this minimum requirement shall be submitted with your Submittal Package. Examples of documentation may include, but not be limited to, local business tax receipts for three (3) years, corporation documents with date of inception, etc.
- b) The acceptable State of Michigan license(s) for this solicitation are Certified General Contractor (CGC), Certified Building Contractor (CBC) or Demolition Specialty License. The Bidder's QUALIFIER shall be a current State of Michigan licensed Certified General Contractor (CGC), Certified Building Contractor (CBC) or Demolition Specialty License.
- c) The Bidder (Firm/Company) shall demonstrate a minimum of THREE (3) CONSECUTIVE YEARS of COMMERCIAL DEMOLITION work similar in scope and size. This requirement shall be based on the Solicitation's due date. The Bidder shall provide references for meeting these requirements in the Bidder Response Form and the references shall be used in determining if a Bidder is responsible. Additional documentation may be submitted with your Submittal Package. In the event the Bidder has performed work for the City of Flint, the City's experience shall be considered when evaluating references for determining a responsible Bidder. The City reserves the right to utilize other sources (i.e. Better Business Bureau, State/Federal databases, etc.) for determining a responsible Bidder. Bidders not demonstrating minimum similar and acceptable experience may be deemed non-responsible.

**Please submit with your proposal package**

- Comprehensive inventory list
- Proof of Certified General Contractor (CGC), Certified Building Contractor (CBC), or Demolition Specialty's License
- Portfolio of three (3) consecutive years of commercial demolition of a similar scope/size

**Bidder shall meet all minimum requirements stated and shall provide copies and/or written documentation to substantiate meeting the requirements.**



**1) Letter of Interest**

**A. Bolle Contracting, LLC.**

- I. 408 E 4<sup>th</sup> St., Clare, MI 48617 (main office/yard)
- II. 7460 State Hwy M-123, Newberry, MI 49868

**B. Contact Information:**

- I. Contact Name: Mark Bolle
- II. Phone: 989-386-7311
- III. Email: [mark@bollecontracting.com](mailto:mark@bollecontracting.com)

**C. Description of organization**

- I. Bolle Contracting is a Limited Liability Company

**D. Summary of the qualifications of the respondent and team**

- I. Years of Experience: 21 years with over 2000 demos & Abatement

**E. Experience with Federal/State grants with specific grants**

- I. 11 years of experience with CDBG, NSP2, and HHF

**2) State of Michigan Licensed**

- I. Builder/Wrecking License
- II. Asbestos Inspector/Supervisor and Abatement License
- III. Scrap Tire Hauler

**3) Demolition Plan**

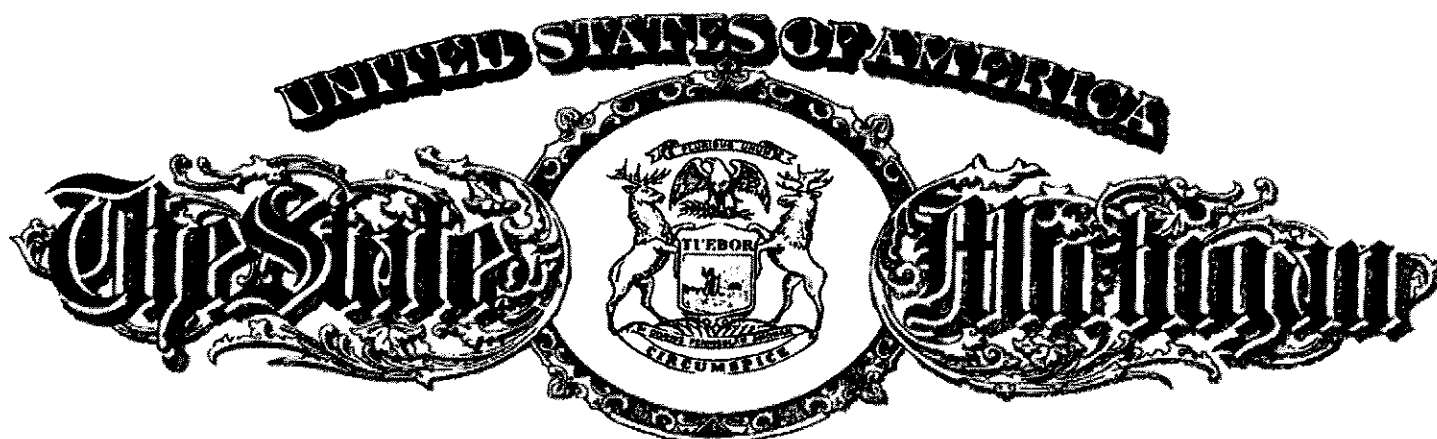
- I. Bolle Contracting can complete 10 to 12 residential homes per week with two crews
- II. All concrete is recycled, any metal is recycled, any wood of value and anything that we can resell for a profit. All waste will be hauled to the landfill
- III. All work is 100% completed by Bolle Contracting LLC employees

**4) Abatement Plan**

- I. Bolle Contracting can complete 3 to 5 residential homes per week, depending on the type and amount of asbestos. We also have the capacity to complete commercial structures in a timely manner.
- II. All asbestos is handled as per safety standards put forth by state. All waste is taken to licensed landfill.
- III. All work is 100% completed by Bolle Contracting licensed employees

**5) Selective Demolition**

- I. All work to be done as per specs/drawings
- II. All debris to be disposed of properly
- III. All work is 100% completed by Bolle Contracting licensed employees



**Department of Licensing and Regulatory Affairs**  
**Lansing, Michigan**

*This is to Certify That*

**BOLLE CONTRACTING, LLC**

*was validly authorized on May 18, 2015, as a Michigan  
DOMESTIC LIMITED LIABILITY COMPANY  
and said limited liability company is validly in existence under the laws of this state and has satisfied its  
annual filing obligations.*

*This certificate is issued pursuant to the provisions of 1993 PA 23 to attest to the fact that the company is  
in good standing in Michigan as of this date.*

*This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit  
given it in every court and office within the United States.*



*Sent by electronic transmission*

**Certificate Number: 22050626601**

*In testimony whereof, I have hereunto set my hand,  
in the City of Lansing, this 23rd day of May, 2022.*

*Linda Clegg*

**Linda Clegg, Director**

**Corporations, Securities & Commercial Licensing Bureau**

Verify this certificate at: URL to eCertificate Verification Search <http://www.michigan.gov/corpverifycertificate>.



0597446

GRETCHEN WHITMER  
Governor

**Michigan Department of Licensing and Regulatory Affairs  
Bureau of Construction Codes  
Company Builder License**

BOLLE CONTRACTING LLC  
408 EAST FOURTH STREET  
CLARE, MI 48617

**Qualifying Officer:  
Tracy Martin Bolle  
Qualifying Officer #  
2101195828**

**MUST BE DISPLAYED IN A CONSPICUOUS PLACE**

**License No.  
2102215385**

**Expiration Date:  
05/31/2026**

This document is duly  
issued under the laws of the  
State of Michigan

Contractor Number  
C45968

Expiration Date  
8/29/2023

*State of Michigan*  
Department of Labor and Economic Opportunity

**Bolle Contracting**

has satisfactorily met the requirements of Michigan Public Act 135 of 1986,  
as amended, and is hereby recognized as a

**LICENSED ASBESTOS ABATEMENT CONTRACTOR**

**Type II (5 + employees)**

**The issuance of this license does not ensure that asbestos indemnification insurance coverage has been acquired by the licensee. This license is nontransferable.**

MIO 3003 (03/2019)  
Authority: Michigan Public Act 135 of 1986 as amended

159905



408 E. 4<sup>th</sup> St. Clare, MI  
989-386-7311



### Demolition / Abatement Equipment List

- |  |                               |
|--|-------------------------------|
| 4 – Komastu 238LC-11 Excavator               | 3 – 45' Sky Track             |
| 1 – John Deere 50G                           | 1 – 55' Sky Track             |
| 4 – Komastu PC228LC-3 Excavators             | 1 – 45' Man Lift              |
| 1 – CAT 320 CLC Excavator – 67" Long Reach   | 1 – 60' Man Lift              |
| 2 – John Deere 350 GLC Excavator             | 1 – Skid Loader Magnet        |
| 1 – John Deere 470GLC Excavator              | 3 – 3 Ton Wrecking Ball       |
| 1 – Volvo E480VHD – 97" High Reach           | 2 – 8'x25' Office Trailers    |
| 1 – Komastu 390LL-10 Excavator               |                               |
| 2 – Gehl 6640 Skid Loader                    | 1 – Vac Truck                 |
| 2 – Bobcat 740 Skid Loader                   |                               |
| 3 – CAT 226 Skid Loader                      | Concrete Crushing Equipment   |
| 1 – Kubota B3000 Street Sweeper              | 1 – Eagle 1200CC Crusher      |
| 3 – Case 621B Loader                         | 4 – 60' Conveyors             |
| 1 – Komastu 320-8 Loader                     |                               |
| 2 – CAT 2620 Skid Loader                     | 2 – 5 Ton Mobile Crane Trucks |
| 3 – CAT 262D Skid Loader                     |                               |
| 1 – CAT 966H Loader                          |                               |
| 3 – CAT 259D3 Skid Loader                    |                               |
| 3 – Bobcat 570 Mini Skid Loader              |                               |
| 6 – Semi Trucks                              |                               |
| 11 – 100 yard push out demo trailers         |                               |
| 4 – Tri-Axle Dump Truck                      |                               |
| 2 – 55-ton Low Boys                          |                               |
| 1 – CAT D-4G Bulldozer                       |                               |
| 6 – 4 Axle Rock Tubs                         |                               |
| 2 – Water Tanker w/ Water Mister             |                               |
| 2 – Asbestos Clean – De-containment Trailer  |                               |
| 11 – Full size Pick-up Trucks for Demo Crews |                               |
| 90 – AFD and 8 Shower units for abatements   |                               |
| 2 – Floor Terminators                        |                               |
| 4 – 36" Floor Grinders                       |                               |
| 6 – Torch w/36" head                         |                               |
| 3 – 60KW Generator Sets                      |                               |



408 E 4<sup>th</sup> St., Clare, MI  
989-386-7311



**Bolle Contracting recent work completed and current work**

Calhoun County Land Bank  
Amy Rose Robinson 269-781-0744  
\$1,700,000.00  
100% completed by Bolle Contracting  
Completed thru 4/2021-ongoing

City of Kalamazoo  
Roger Iveson 269-337-8566  
\$650,000.00  
100% completed by Bolle Contracting  
Completed thru 5/2021-ongoing

Kalamazoo County Land Bank  
269-216-9669  
\$900,000.00  
100% completed by Bolle Contracting  
Completed thru 12/2020-ongoing

Ingham County Land Bank  
Roxanne Case 517-267-5221  
\$2,500,000.00  
100% completed by Bolle Contracting  
Completed thru 12/2020-ongoing

City of Alma  
Aeric Ripley 989-463-8356  
\$121,000.00  
100% completed by Bolle Contracting  
Completed 10/2017

City of Bay City  
Deb Kiesel 989-894-8158  
\$625,000.00  
100% completed by Bolle Contracting  
Completed thru 4/2021-ongoing

City of Battle Creek  
Richard Bolek 269-966-3382  
\$900,000.00  
100% completed by Bolle Contracting  
Completed thru 4/2021-ongoing

Central Michigan University / Clark Construction  
Toni Berry 231-373-6960  
\$370,000.00  
100% completed by Bolle Contracting  
Completed 8/2019

Mid-Michigan College / Three Rivers Corporation  
Adam Jankowiak 989-631-6960  
\$321,000.00  
100% completed by Bolle Contracting  
Completed 10/2019

Clare Public Schools Football Field  
989-386-6055  
\$125,000.00 (in kind work)  
100% completed by Bolle Contracting  
Completed 11/2016

City of Lansing  
Stephanie Robinson 517-702-6197  
\$500,000.00  
100% completed by Bolle Contracting  
Completed thru 12/2020-ongoing

City of Jackson  
Shelly Allard 517-788-4020  
\$700,000.00  
100% completed by Bolle Contracting  
Completed thru 7/2021-ongoing

State Land Bank  
Linda Feldpausch 517-284-7910  
Caro Center - \$582,000.00 / 2020  
Rose Lake - \$144,000.00 / 2019  
100% completed by Bolle Contracting  
Completed thru 2020 – on going

Cherry Capital Airport – Traverse City  
Bob Neelson 231-946-2394  
\$117,500.00  
100% completed by Bolle Contracting  
Completed thru 7/2021

Grand Rapids Public Schools  
Long Nguyen 616-819-2175  
\$47,000.00  
100% completed by Bolle Contracting  
Completed 8/2020

Saginaw Intermediate School District  
John Farver 989-737-1099  
\$78,500.00  
100% completed by Bolle Contracting  
Completed 6/2020

Clare County Drain Commission  
Troy Andrews 810-235-2555  
\$531,000.00  
100% Bolle Contracting  
Started 5/2021 – Completed 9/2022

Pinconning Area Schools  
605 W 5<sup>th</sup> St.  
Pinconning, MI 48650  
\$114,000.00  
100% Bolle Contracting  
Completed 7/6/2021 – 8/6/2021

Gwinn Area Community Schools  
50 W State Hwy M-35  
Gwinn, MI 49841  
\$39,490.00  
100% Bolle Contracting  
Completed 6/21/21 – 7/2/21

Harrison Community Schools  
224 W Main St.  
Harrison, MI 48625  
\$216,000.00  
100% Bolle Contracting  
Completed 7/2021 – 10/2021

Isabella County Road Commission  
2261 E Remus Rd.  
Mt. Pleasant, MI 48858  
989-773-7131  
\$100,000.00  
100% Bolle Contracting – Demo  
Completed 5/2021

JC Penney – Remodel (Selective Demolition)  
2231 S. Mission Rd.  
Mt. Pleasant, MI 48858  
\$50,000.00  
100% Completed by Bolle Contracting  
9/2021 – 11/2021

State of Michigan - DTMB  
Kristi Zakrzewski 517-243-5669  
Cornish Game Area - \$78,000  
Gratiot / Saginaw Game Area - \$19,500  
Thompson State Fish Hatchery - \$59,500  
100% Completed by Bolle Contracting  
Completed through 2021

State of Michigan - DTMB  
Tom Pawlowski 517-242-0973  
MDOC Newberry Correctional Facility  
\$2,800,000.00  
100% Bolle Contracting  
Completed 12/2020 – 9/2022

Cadillac Area Schools  
421 S Mitchell St  
Cadillac, MI 49601  
231-876-5000  
\$141,000.00  
100% Bolle Contracting  
Completed 1/17/22 – 3/25/22

Ferris State University  
1201 S State St.  
Big Rapids, MI 49307  
\$646,600.00  
100% Bolle Contracting  
Completed 2/2022 – 9/2022

Saginaw Chippewa Indian Tribe  
7070 E Broadway  
Mt. Pleasant, MI 48858  
\$31,000  
100% Bolle Contracting  
Completed – 8/2022

Swartz Creek Schools  
8197 Miller Rd.  
Swartz Creek, MI  
\$393,000.00  
100% Bolle Contracting  
Started 8/2022 – ongoing

Flint Public Library  
1026 E Kearsley St.  
Flint, MI 48503  
\$1,560,000  
100% Complete by Bolle Contracting  
6/2020 – 9/2020

Genesee County Land Bank  
452 S Saginaw  
Flint, MI 48502  
Faith Finholm  
810-620-8413  
\$100,000.00  
10/2022 – 12/2022

State of Michigan – DTMB/State Land Bank  
2000 Chambers Rd  
Caro, MI 48723  
Maria Alvaro – DTMB 248-520-6702  
Linda Horak – State Land Bank 517-648-1195  
\$4,700,000.00  
3/2023 - present



408 E. 4<sup>th</sup> St. Clare, MI  
989-386-7311



Although every demolition job is unique, here is a list of a few that we have completed recently that have included environmental contamination and/or Haz-Mat.

**City of Alma – 2017**

29,000 SF Lumberyard w/underground gas tanks.  
Aeric Ripley  
989-463-8356

**Village of Kalkaska – 2015**

40,000 SF Erb Lumber and Chamber of Commerce buildings  
was used prior as a gas station with oil tanks  
Scott Yost  
231-258-9191

**City of Kalamazoo – 2018**

25,000 SF Bowling Alley  
Roger Iveson  
269-337-8560

**Central Michigan University Kelly/Shorts Stadium – 2019**

16,000 SF Football Stadium Locker Room  
Jeff Suty  
989-774-2770

**Main Farm LLC. Greenville MI – 2019**

60,000 SF Farm Equipment Storage Building  
Fire damaged with equipment and oils/gases  
616-754-7760 \$10,000

**Farm Bureau Insurance – 2016**

50,000 SF Hog Farm  
Remus, MI  
Randy Knoll  
[rknoll@fbinsmi.com](mailto:rknoll@fbinsmi.com)

**Michigan Land Bank Fast Track Authority**

4000 SF Laundry Mat / Dry Cleaners  
West Branch, MI \$35,800  
Linda Horak  
517-335-8212

**State of Michigan/DTMB - 2019**

Rose Lake Wildlife Area East Lansing-DNR  
Select structure demolition & Abatement  
Kristi Zakrzewski \$130,350  
517-243-5669

**Vande Bunte Egg Farm - 2020**

50,000 SF Barn Fire Clean up Demolition  
300,000 poultry remains  
Otsego, MI \$55,000  
Adam Dickerson  
269-615-2111

**Rib Shack Restaurant-2020**

2000 SF Fire Clean Up Demolition  
Saginaw, MI \$18,500  
Dave Sova  
989-752-8644

**Keystone Automotive Warehouse-2020**

500,000 sf Fire Clean Up Demolition  
Greenville, MI \$188,000  
Tom Owen  
616-262-7396

**Bay Aggregates Warehouse - 2020**

Demolition & Abatement  
Bay City, MI \$97,500  
Kevin Cotter  
989-667-5990

All work performed 100% by Bolle Contracting employees

☒ EXHIBIT C - COMPLETE PROPOSAL SUBMITTAL WITH DETAILED SUMMARY OF PRICING

Demolish the remaining structure, including the concrete foundation and other labor and materials

\$ 202,000.<sup>00</sup>

Please include a complete proposal submittal with detailed summary of pricing to complete this project.

1. Failure to use this bid form shall result in bid disqualification.
2. Failure to bid on all items shall result in an "incomplete bid" determination.
3. List value-added considerations on a separate sheet of paper.
4. All bid pricing to include shipping and freight charges.

**THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE BID**

The undersigned hereby certifies, on behalf of the respondent named in this Certification (the "Respondent"), that the information provided in this offer submitted to the City of Flint, Department of Purchase and Supplies is accurate and complete, and that I am duly authorized to submit same. I hereby certify that the Respondent has reviewed all documents and requirements included in this offer and accept its terms and conditions.

Terms: Net 30

Fed. ID #: 47-4417445

Company (Respondent):

Bolle Contracting LLC

Address:

408 E 4th St

City, State & Zip Code:

Clare MI 48617

Phone / Fax Number:

989-386-7311 FAX: 989-386-8044

Email:

mark@bollecontracting.com  
amy@bollecontracting.com



Print Name and Title:

Mark Bolle President  
(Authorized Representative)

Signed:

Mark Bolle  
(Authorized Representative)

## ❖ EXHIBIT B - QUALIFICATIONS AND LICENSES REQUIREMENTS

Please give a synopsis of your qualifications and experience with this service:

We specialize in asbestos abatement, lead paint removal and demolition of residential and commercial structures

Please list Licenses:

State of Michigan Asbestos  
State of Michigan Builders

How long have you been in business?

Been doing this work since 1998, LLC 2015

Have you done business with the City of Flint?

Yes.

- Coordinated with Genesee County Land Bank
- Renovated Flint Public Library

If yes, please state the project name.

## ❖ EXHIBIT C – DISCLOSURE OF SUPPLIER RESPONSIBILITY STATEMENT

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract, or subcontract, or in the performance of such contract or subcontract.

None

2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offense indicating a lack of business integrity or business honesty which affect the responsibility of the contractor.

None

3. List any convictions or civil judgments under state or federal antitrust statutes.

None

4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

None

5. List any prior suspensions or debarments by any government agency.

None

6. List any contracts not completed on time.

None

7. List any documented violations of federal or state labor laws, regulations or standards, or occupational safety and health rules.

None

❖ **EXHIBIT D – LIST OF REFERENCES: (3) SIMILAR SCOPE OF WORK FROM  
THE LAST 5 YEARS**

Providing the following contact information enables the City of Flint to contact those accounts as references.

**Reference #1:**

Company/Municipality: ATTACHED

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Type of Project: \_\_\_\_\_

Project Timeline (Dates): \_\_\_\_\_ Budget: \_\_\_\_\_

**Reference #2:**

Company/Municipality: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Type of Project: \_\_\_\_\_

Project Timeline (Dates): \_\_\_\_\_ Budget: \_\_\_\_\_

❖ **EXHIBIT D – LIST OF REFERENCES: (3) SIMILAR SCOPE OF WORK FROM  
THE LAST 5 YEARS (CONTINUES)**

**Reference #3:**

Company/Municipality: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Type of Project: \_\_\_\_\_

Project Timeline (Dates): \_\_\_\_\_ Budget: \_\_\_\_\_



#### Business References

##### Michigan's Hardest Hit Homes

Asbestos Abatement and/or Demolition of structure, fill and return to grade.

Calhoun County Land Bank  
315 W Green St. Marshall, MI  
269-781-0744  
Amy Rose Robinson  
arobinson@calhouncountymi.gov

City of Kalamazoo  
241 W South St. Kalamazoo, MI  
269-337-8566  
Roger Iveson  
ivesonr@kalamazoocty.org

Kalamazoo County Land Bank  
1523 Riverview Dr. Kalamazoo, MI  
269-216-9669

Ingham County Land Bank  
3024 Turner Rd. Lansing, MI  
517-267-5221  
Roxanne Case  
rcase@ingham.org

City of Alma  
525 E Superior St. Alma, MI  
989-463-8356  
Aeric Ripley

City of Bay City  
301 Washington Ave. Bay City, MI  
989-894-8158  
Deb Kiesel  
dkiesel@baycitymi.org

City of Battle Creek  
10 N Division St. Battle Creek, MI  
269-966-3382  
Richard Bolek

Bolle Contracting has also completed many private projects throughout Michigan. We have also contributed a substantial amount of "kind work" to communities, including Clare Public Schools and Central Michigan University.

**❖ EXHIBIT E – CERTIFICATE OF INSURANCE****INSURANCE REQUIREMENTS**

The Contractor shall notify all insurance agents and companies retained by the Contractor that these insurance requirements shall be included in any Agreement between the Contractor and the City of Flint.

The Contractor shall purchase and maintain, at its sole expense and as long as it is providing services to the City, the following insurance coverage:

Commercial General Liability - Occurrence form, including coverage for bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual, and products/completed operations. Coverage shall be endorsed to include the City as an additional insured for work performed by the Contractor in accordance with the Agreement.

**Minimum Limits:**

- \$1,000,000 per occurrence/\$2,000,000 general aggregate
- \$2,000,000 aggregate for products and completed operations
- \$1,000,000 personal and advertising injury

Automobile - Michigan "no-fault" coverage, and residual automobile liability, comprehensive form, covering owned, hired, and non-owned automobiles. Coverage shall be endorsed to include the City as an additional insured for work performed by the Contractor in accordance with the Agreement.

**Minimum Limits:**

- No-fault coverages - statutory
- \$500,000 per person/\$1,000,000 per accident - bodily injury
- \$500,000 per occurrence - property damage
- A combined single limit of \$1,000,000 per occurrence

Workers' Compensation and Employer's Liability- Statutory coverage or proof acceptable to the City of approval as a self-insurer by the State of Michigan.

**❖ EXHIBIT E – CERTIFICATE OF INSURANCE (CONTINUES)**



## Minimum Limits:

- Workers' Compensation - statutory
- Employer's Liability - \$100,000 each accident/\$100,000 disease - each employee
- \$500,000 disease - policy limit

Professional Liability – Covering acts, errors or omissions of a professional nature committed or alleged to have been committed by the Contractor or any of its subcontractors. Coverage shall be effective upon the date of the Agreement and shall remain effective for a period of three (3) years after the date of final payment thereunder. Such coverage shall be endorsed to include any subcontractors hired by the City.

## Minimum Limits:

- \$1,000,000 per occurrence, \$1,000,000 annual aggregate

Insurance coverage shall cover all claims against the City of Flint, its officials and employees, arising out of the work performed by the Contractor or any subcontractors under the Agreement. Should any work be subcontracted, it shall be the responsibility of the Contractor to maintain Independent Contractor's Protective Liability Insurance with limits equal to those specified above for Commercial General Liability Insurance. In addition, the Contractor shall provide proof of Workers' Compensation Insurance for all subcontractors in compliance with the required statutory limits of the State of Michigan.

Said policies of insurance shall be with companies licensed to do business in the State of Michigan and in a form satisfactory to the City. All insurance companies must maintain a rating of B+, VIII or better from AM. Best Company. Certificates of insurance with a thirty-(30) day cancellation clause shall be filed with and approved by the City at least five (5) days in advance of commencing work under the Agreement. Cancellation, material restriction, non-renewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the City.

The City reserves the right to request a complete certified copy of the policies for the above coverage's.

Any reduction or exhaustion in the limits of required insurance coverage shall not be deemed to limit the indemnification afforded in accordance with the Agreement or any amendments thereto.

Depending on the subject matter of the transaction, the City may require other insurance coverage in addition to the coverage's contained herein.

**THE BID NUMBER IS TO APPEAR ON ALL INSURANCE CERTIFICATES**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## PRODUCER

Mid Valley Insurance  
9080 Gratiot Rd  
Saginaw, MI 48609

CONTACT NAME: Kyle Kolbe  
PHONE (A/C No. Ext): (989)781-3076 FAX (A/C No.): (989)781-1640  
E-MAIL: kkolbe@midv.net  
ADDRESS:

## INSURER(S) AFFORDING COVERAGE

NAIC #

## INSURED

Bolle Contracting LLC  
DBA Bolle Environmental LLC  
408 E 4th  
Clare, MI 48617

INSURER A: NAUTILUS INSURANCE  
INSURER B: Michigan Millers Mutual Insurance Company 14508  
INSURER C: Accident Fund  
INSURER D:  
INSURER E:  
INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 00002248-2290790

REVISION NUMBER: 20

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Contractual Cov <input checked="" type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	ECP2027631-15	11/09/2022	11/09/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		C0524410	10/27/2022	10/27/2023	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	ARP12005193800	10/06/2022	10/06/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab		ECP2027631-15	11/09/2022	11/09/2023	1,000,000
A	Pollution Liab		ECP2027631-15	11/09/2022	11/09/2023	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate Holder is considered Additional Insured

Workers Comp: Mark Bolle

## CERTIFICATE HOLDER

## CANCELLATION

\*\* For Informational purposes only \*\*

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(KMK)

## ❖ EXHIBIT F – NON-BIDDER'S RESPONSE

VENDOR'S NAME: \_\_\_\_\_

**NON-BIDDER'S RESPONSE**

For the purpose of facilitating your firm's response to our invitation to bid, the City of Flint is interested in ascertaining reasons for prospective bidder's failure to respond to "Invitations to Bid". If your firm is not responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and return this form to the above address.

We are *not* responding to this "Invitation to Bid" for the following reason(s):

\_\_\_\_\_ Items or materials requested not manufactured by us or not available to our company.

\_\_\_\_\_ Our items and/or materials do not meet specifications.

\_\_\_\_\_ Specifications not clearly understood or applicable (too vague, too rigid, etc.).

\_\_\_\_\_ Quantities too Small.

\_\_\_\_\_ Insufficient time allowed for preparation of bid.

\_\_\_\_\_ Incorrect address used. Our correct mailing address is:

\_\_\_\_\_

\_\_\_\_\_ Our branch / division handles this type of bid. We have forwarded this bid on to them but for the future the correct name and mailing address is: \_\_\_\_\_

\_\_\_\_\_ OTHER: \_\_\_\_\_

\_\_\_\_\_

Thank you for your participation in this bid.

**AFFIDAVIT FOR INDIVIDUAL**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

S.S.

\_\_\_\_\_ being duly sworn,  
deposes and says that they are the person making the above bid; and that said bid is genuine and not sham or  
collusive, and is not made in the interest of or on behalf of any person not therein named, and that they have not  
directly or indirectly induced or solicited any bidder to put in a sham bid; that they have not directly or indirectly  
induced or solicited any other person or corporation to refrain from bidding, and that they have not in any manner  
sought by collusion to secure themselves any advantage over other bidders.

Subscribed and sworn to before me at \_\_\_\_\_, in said County and State,  
this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20 \_\_\_\_\_,

\_\_\_\_\_  
\*Notary Public, \_\_\_\_\_ County, \_\_\_\_\_

My Commission expires \_\_\_\_\_, 20 \_\_\_\_\_

## FOR CORPORATION

STATE OF MichiganCOUNTY OF Clare

S.S.

Mark Rolfe being duly sworn, deposes and says that she/he/they  
is President of Rolfe Contracting LLC  
(Official Title) (Name of Corporation)

a corporation duly organized and doing business under the laws of the State of Michigan  
the corporation making the within and foregoing bid; that they executed said bid in behalf of said corporation by  
authority of its Board of Directors; that said bid is genuine and not sham or collusive and is not made in the  
interests of or on behalf of any person not herein named, and that they have not and said bidder has not directly  
or indirectly induced or solicited any other person or corporation to refrain from bidding; that they have not and  
said bidder has not in any manner sought by collusion to secure to themselves or to said corporation an advantage  
over other bidders.

Subscribed and sworn to before me at 408 E 4th St., Clare, in said County and State,  
this 25th day of May, A.D. 2023

My Commission expires 3-18, 2025 \*Notary Public, Clare County, MI

**Amanda K Beyerle**

Notary Public, State of Michigan, County of Clare

My commission expires Mar. 18, 2025

Acting in the County of Clare

## FOR PARTNERSHIP

STATE OF \_\_\_\_\_

S.S.

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being duly sworn,  
deposes and says that they are a member of the firm of \_\_\_\_\_, a co-  
partnership, making the above bid; that they are duly authorized to make said bid on behalf of said co-partnership;  
that said bid is genuine and not sham of collusive, and is not made in the interest of or on behalf of any person not  
therein named, and that they have and said bidder has not directly or indirectly induced or solicited any other  
person or corporation to refrain from bidding, and that they have not and said bidder has not in any manner  
sought by collusion to secure to themselves or to said bidder any advantage over other bidders.

Subscribed and sworn to before me at \_\_\_\_\_, in said County and State,

this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_,

\_\_\_\_\_  
\*Notary Public, \_\_\_\_\_ County, \_\_\_\_\_

My Commission expires \_\_\_\_\_, 20\_\_\_\_

## FOR AGENT

STATE OF \_\_\_\_\_

S.S.

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being duly sworn, deposes and says that they executed the within and foregoing bid in behalf of \_\_\_\_\_ the bidder therein named, they having been theretofore lawfully authorized, as the agent of said bidder, so to do; that said bid is genuine and not sham or collusive and not made in the interests of or on behalf of any person not therein named, and that they have not and said bidder has not directly or indirectly induced or solicited any bidder to put in a sham bid; that they have not and said bidder has not directly or indirectly induced or solicited any other person or corporation to refrain from bidding, and that they have not and said bidder has not in any manner sought by collusion to secure to themselves or to said bidder any advantage over other bidders.

Subscribed and sworn to before me at \_\_\_\_\_, in said County and State,  
this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20 \_\_\_\_\_

\_\_\_\_\_  
\*Notary Public, \_\_\_\_\_ County, \_\_\_\_\_

My Commission expires \_\_\_\_\_, 20 \_\_\_\_\_

*NOTE: If executed outside of the State of Michigan, certificate by the Clerk of the Court of Record, authenticating the Notary's Signature and authority should be attached.*



**DEMOLITION OF BLIGHTED PROPERTIES**  
**SUBMITTAL FORM FOR QUESTIONS**  
**Due Thursday, May 18, 2023 by 10:00 A.M.**

- 1.
- 2.
- 3.
- 4.
- 5.

<b>Company Name</b>	
<b>Representative Name</b>	
<b>Address:</b>	
<b>Telephone Number</b>	
<b>Email Address</b>	

\_\_\_\_\_  
(Representative Signature)

\_\_\_\_\_  
Date

Please email this form to the attention of Jarin McGee, Chief Buyer  
Email: [jamcgee@cityofflint.com](mailto:jamcgee@cityofflint.com)





# City of Flint

## Department of Purchases & Supplies

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Sheldon A. Neeley

TO: All Proposers  
FROM: Jarin McGee, Chief Buyer  
DATE: May 19, 2023  
SUBJECT: Addendum #01 – P23-530 – Demolition of Blighted Properties

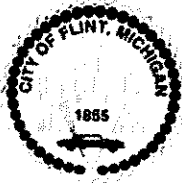
This addendum has been published to address the following:

Due to the wrong property list being provided, the due date of this RFP will be extended from Tues. May 23 to Fri. May 26. Updated Google Meet information is as follows:

Bid Opening - P23-530 - Demolition of Blighted Properties  
✂ Friday, May 26 · 11:00am – 12:00pm  
Time zone: America/New\_York  
Google Meet joining info  
Video call link: <https://meet.google.com/afs-yffd-yby>  
Or dial: (US) +1 507-323-2449 PIN: 546 968 556#  
More phone numbers: <https://tel.meet/afs-yffd-yby?pin=6432748596312>

All other bidding terms, requirements, and conditions continue as indicated in the remaining original bid documents.

The Chief Buyer, Jarin McGee, is an officer for the City of Flint with respect to this RFP.



# City of Flint

## Department of Purchases & Supplies

In the submission of their proposal, Proposer must acknowledge receipt of this addendum. Proposer shall acknowledge this addendum by signing and returning one copy of this notice with their submission.

Company Name:

Bolle Contracting LLC

Address:

408 E 4th St

City / State / Zip:

Clare MI 48617

Telephone:

888-386-7311

Fax:

888-386-8044

Email:

mark@bollecontracting.com  
mark@bollecontracting.com

Print Name:

Mark Bolle

Title:

President

Signature:

[Handwritten Signature]

Date:

5/25/23

Thank you.



# City of Flint

## Department of Purchases & Supplies

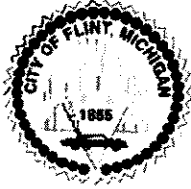
---

Sheldon A. Neeley

TO: All Proposers  
FROM: Jarin McGee, Chief Buyer  
DATE: May 19, 2023  
SUBJECT: Addendum #02 – P23-530 – Demolition of Blighted Properties

**This addendum has been published to address the following:**

1. Will this be prevailing wages?  
A. No.
2. Will there be charges for demo permits on city properties?  
A. Yes.
3. Will sidewalk repair be required?  
A. Only if the vendor damages it.
4. Will sidewalk permits be required?  
A. Yes.
5. Will any soil erosion permits be required?  
A. Only within 500ft of water.
6. Will the use of city hydrants/water be available?  
A. For a fee. Contact Water Service Center for meter.
7. Will building inspections be available the same day?  
A. Sometimes.
8. What is the expected completion date?  
A. Permits are good for 6 months.



# City of Flint

## Department of Purchases & Supplies

All other bidding terms, requirements, and conditions continue as indicated in the remaining original bid documents.

The Chief Buyer, Jarin McGee, is an officer for the City of Flint with respect to this RFP.

**In the submission of their proposal, Proposer must acknowledge receipt of this addendum. Proposer shall acknowledge this addendum by signing and returning one copy of this notice with their submission.**

Company Name: Bolle Contracting LLC

Address: 408 E 4th St.

City / State / Zip: Cleve MA 48617

Telephone: 989-386-7311 Fax: 989-386-8044 Email: mark@bollecontracting.com  
amy@bollecontracting.com

Print Name: Mark Bolle Title: President

Signature: [Signature] Date: 5/25/23

Thank you.

230194



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

PRESENTED: JUL - 5 2023

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

Bid 23000020

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO EJ USA FOR HYDRANTS, GRATES AND MANHOLE COVERS**

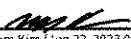
The Department of Finance, Division of Purchases & Supplies, solicited bids for hydrants, grates and manhole covers for a three year period as requested by the Department of Public Works and

EJ USA, 13001 Northend Ave., Oak Park, Michigan was the low bidder for said supplies. Funding will come from the following accounts:

Account Number	Account Name	Amount
202-449.201-752.000	Major Street Fund	\$ 25,000.00
591-540.202-752.000	Water Fund	\$160,000.00
	<b>FY24 GRAND TOTAL</b>	<b>\$185,000.00</b>

**IT IS RESOLVED**, that the Division of Purchases & Supplies is hereby authorized to issue purchase orders to EJ USA for hydrants, grates and manhole covers for a three year period (7/1/23 – 6/30/26) in the annual amount not to exceed \$185,000.00. (\$185,000.00 pending adoption of the FY25 budget, \$185,000.00 pending adoption of the FY26 budget)

APPROVED AS TO FORM:

  
 William Kim (Jun 22, 2023 09:29 EDT)

William Kim  
Chief Legal Officer

APPROVED AS TO FINANCE:

  
 Jane Mager (Jun 22, 2023 09:55 EDT)

Jane Mager  
Acting Chief Finance Officer

FOR THE CITY OF FLINT:

  
 CLYDE D EDWARDS (Jun 22, 2023 09:48 EDT)

Clyde Edwards, City Administrator

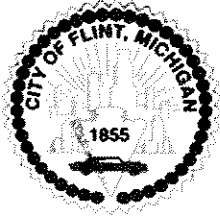
APPROVED BY CITY COUNCIL:

\_\_\_\_\_

APPROVED AS TO PURCHASING:



Christopher Mumby, Interim Purchasing Manager



# CITY OF FLINT


## Department of Public Works & Utilities

Sheldon A. Neeley  
Mayor

### MEMORANDUM

**TO:** Christopher Mumby  
Acting Purchasing Manager

**FROM:** Cheri Priest  
Water Service Center Administrative Manager

**THRU:** Paul Simpson   
Water Distribution Supervisor

**DATE:** April 24, 2023

**SUBJECT:** Bid Recommendation –Hydrants, Grates and Covers

Recommend that proposal #23000020 for 3 years be awarded to the lowest cumulative bidder, EJ USA, Inc.



## CITY OF FLINT

### RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 6/14/23

BID/PROPOSAL# 23000020

AGENDA ITEM TITLE: Hydrants, Grates and MH Covers

PREPARED BY: Cheri Priest, Utilities - Water Service Center

VENDOR NAME: EJ USA, Inc.

#### BACKGROUND/SUMMARY OF PROPOSED ACTION:

Request a purchase order be issued to EJ USA for the purchase of hydrants, valves, manhole covers and catch basin materials (grates, castings and hoods). This material is used in the repair and maintenance of water and sewer structures. This is year 1 of 3.

FINANCIAL IMPLICATIONS: None

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

Dept.	Name of Account	Account Number	Grant Code	Amount
2493	Supplies	591-540.202-752.000	N/A	127,500.00
2496	Supplies	590-540.208-752.000	NA	32,500.00
FY24 GRAND TOTAL				160,000.00

PRE-ENCUMBERED? YES ☒ NO ☐

REQUISITION NO: 23-0007024

ACCOUNTING APPROVAL Cheri Priest Date: 06/14/2023

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 1 160,000.00

BUDGET YEAR 2 160,000.00

BUDGET YEAR 3 170,000.00

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

DEPARTMENT HEAD SIGNATURE: Entrice Mitchell

Entrice Mitchell, Sewer Systems Supervisor



## CITY OF FLINT

### STAFF REVIEW FORM

**TODAY'S DATE:** June 21, 2023

**BID/PROPOSAL#** 23-020

**AGENDA ITEM TITLE:** Hydrants, manhole covers, risers and valve box covers

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

**VENDOR NAME:** EJ USA

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

Street Maintenance is requesting the purchase of hydrants, hydrant riser rings, manhole covers and valve boxes which are used during the paving season. When paving, the asphalt or concrete material lifts the street by two to three inches. Riser rings lift manhole covers, catch basins and various pipes in the road and brings the street flush with them so when a vehicle drives over those areas it is a smooth ride. EJ USA was the lowest bidder from three bids received.

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

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

Dept.	Name of Account	Account Number	Amount
202	Major Street Fund	449.201-752.000	\$25,000.00

**PRE-ENCUMBERED?** YES ☒ NO ☐ **REQUISITION NO:** 240007031

**ACCOUNTING APPROVAL:** Kathryn Neumann Kathryn Neumann (Jun 21, 2023 10:22 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

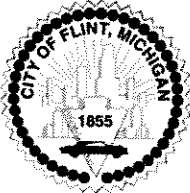
**STAFF RECOMMENDATION: (PLEASE SELECT):** ☒ **APPROVED** ☐ **NOT APPROVED**

**DEPARTMENT HEAD SIGNATURE:** Rodney McGaha Rodney McGaha (Jun 21, 2023 11:19 EDT)  
Rodney McGaha, Director of Transportation



SEALED PROPOSALS RECEIVED IN THE PURCHASING DEPARTMENT  
ON APRIL 14, 2023  
BID 23000022

EI USA, INC. 301 Spring St. East Jordan, MI	FERGUSON WATERWORKS 4040 Eagles Nest Dr. Flushing, MI	ETNA SUPPLY LLC 2395 Lapeer Rd. Flint, MI
\$ 8,278.42  Local Preference \$ 8,857.91	\$ 8,478.00	\$ 9,004.00



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

PRESENTED: JUL - 5 2023

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

Bid 23000019

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO MODERN INDUSTRIES FOR CONCRETE**

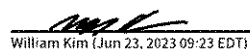
The Department of Finance, Division of Purchases & Supplies, solicited bids for ready-mix concrete for a two year period as requested by the Department of Public Works and

Modern Industries, 3275 W. Pasadena, Ave., Flint, Michigan was the sole bidder for said supplies. Funding will come from the following accounts:

Account Number	Account Name	Amount
202-449.203-752.000	Supplies	\$ 5,500.00
203-449.203-752.000	Supplies	\$ 5,000.00
202-449.201-752.000	Supplies	\$ 10,000.00
203-449.201-752.000	Supplies	\$ 12,000.00
202-449.200-752.000	Supplies	\$ 5,500.00
203-449.200-752.000	Supplies	\$ 120,000.00
202-449.211-752.000	Supplies	\$ 36,000.00
203-449.211-752.000	Supplies	\$ 59,000.00
590-540.208-752.000	Supplies	\$ 10,000.00
	<b>FY24 GRAND TOTAL</b>	<b>\$263,000.00</b>

**IT IS RESOLVED**, that the Division of Purchases & Supplies is hereby authorized to issue purchase orders to Modern Industries for ready-mix concrete for a two year period (7/1/23 – 6/30/25) in the annual amount not to exceed \$263,000.00. (\$263,000.00 pending adoption of the FY25 budget)

**APPROVED AS TO FORM:**

  
William Kim (Jun 23, 2023 09:23 EDT)

William Kim  
Chief Legal Officer

**FOR THE CITY OF FLINT:**

CLYDE D. EDWARDS  
CLYDE D. EDWARDS (Jun 23, 2023 11:52 EDT)

Clyde Edwards, City Administrator

**APPROVED AS TO FINANCE:**

  
Jane Mager (Jun 26, 2023 08:52 EDT)

Jane Mager  
Acting Chief Finance Officer

**APPROVED BY CITY COUNCIL:****APPROVED AS TO PURCHASING:**



Christopher Mumby, Interim Purchasing Manager



## CITY OF FLINT

### STAFF REVIEW FORM

**TODAY'S DATE:** June 23, 2023

**BID/PROPOSAL#** 23000019

**AGENDA ITEM TITLE:** Concrete

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

**VENDOR NAME:** Modern Concrete

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

Concrete is used many ways in Street Maintenance and Water Service Center, including sidewalks, repairs of street cuts, curbs and driveways.

**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	202-449.203-752.000		\$ 5,500.00
		203-449.203-752.000		\$ 5,000.00
		202-449.201-752.000		\$10,000.00
		203-449.201-752.000		\$12,000.00
		202-449.200-752.000		\$ 5,500.00
		203-449.200-752.000		\$120,000.00
		202-449.211-752.000		\$36,000.00
		203-449.211-752.000		\$59,000.00
WSC	Supplies	590-540.208-752.000		\$10,000.00
<b>FY24 GRAND TOTAL</b>				<b>\$263,000.00</b>

**PRE-ENCUMBERED?** YES ☒ NO ☐ **REQUISITION NO:** 240007099, 240007444

**ACCOUNTING APPROVAL:** Kathryn Neumann Kathryn Neumann (Jun 23, 2023 07:17 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 23, 2023 08:05 EDT)  
(Rodney McGaha, Director of Transportation)



Sheldon Neeley  
Mayor


**CITY OF FLINT, MICHIGAN**  
**Department of Public Works**  
**Transportation Division**

Clyde Edwards  
City Administrator

Rodney McGaha  
Director

June 22, 2023

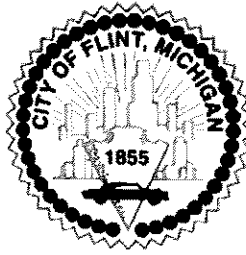
**TO:** Christopher Mumby  
Acting Purchasing Manager

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

**SUBJECT:** RECOMMENDATION – REDI MIX CONCRETE, BID 23-019

I have carefully reviewed the bid received for redi-mix concrete. I am recommending the sole bidder, Modern Concrete be awarded the bid for a two year amount not to exceed \$263,000.00 for FY25 and \$263,000.00 for FY26 (total aggregate amount of \$526,000.00). Requisition 24-7099 has been pre-encumbered.

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



SEALED PROPOSALS RECEIVED IN THE DIVISION OF PURCHASES & SUPPLIES

**Supply Ready-Mix Concrete – (2) Years**

**B23-019**

Approximate Annual Quantities – Not Guaranteed  
Furnish as requested for the period 7/1/23 – 6/30/25

	Year 1	Year 2
Total Unit Costs	<b>\$2,827.00</b>	<b>\$2,971.00</b>
Saturday Charge	<b>\$10.00</b>	<b>\$10.00</b>

**A SPECIAL NOTE FROM THE PURCHASING DIVISION**

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



CITY OF FLINT - PAGE 2 OF 2

Item #	Description	UOM	Unit Price Year 1	Unit Price Year 2
1	CONCRETE, 35S, NAME: CURB/BASES SOURCE CLASS OF COURSE AGGREGATE: 6AA 1" Limestone. 564BL/CYD, MIN 28PSI:3500	YD	\$140.00	\$148.00
2	CONCRETE, 35HE; NAME: HIGH EARLY BASE COURSE, CLASS OF COURSE AGGREGATE: 6AA 1" Limestone. 658 LB/C.YD, MIN 28 DAY PSI: 3500	YD	\$150.00	\$158.0
3	CALCIUMCHLORIDE, 2%	YD	\$5.00	\$5.00
4	CONCRETE, PARTIAL LOADS: MIXES 1 AND 2-3/4 C. YDS	EA	\$175.00	\$175.00
5	CONCRETE, MULTIPLE STOPS**	EA	\$75.00	\$75.00
6	CONCRETE, HEATING CHARGE	YD	\$10.00	\$10.00
7	FLOWABLE FILL	YD	\$115.00	\$123.00
8	5 THRU 9 SACK CONCRETE MIXES	YD	\$10.00	\$10.00
9	CONCRETE, 3000, NAME: SIDEWALKS	YD	\$124.00	\$132.00
10	FIBERMESH 1 1/2, LBS.	YD	\$8.00	\$8.00
11	FIBERMESH 1 LB.	YD	\$6.00	\$6.00
12	FLOWABLE FILL	YD	\$115.00	\$123.00
13	P1	YD	\$140.00	\$148.00
14	S2	YD	\$140.00	\$148.00
15	S2 5.6 SACK CONCRETE	YD	\$137.00	\$145.00
16	1% CHLORIDE	YD	\$2.50	\$2.50
17	1 % NON-CHLORIDE	YD	\$5.00	\$5.00
18	3500AE	YD	\$154.00	\$162.00
19	4" EXPANSION MATERIAL	FT	\$0.90	\$0.90
20	4000AE	YD	\$156.00	\$164.00
21	4500	YD	\$145.00	\$153.00
22	45D	YD	\$145.00	\$153.00
23	5 SK	YD	\$124.00	\$132.00
24	5.6 SK	YD	\$143.00	\$151.00
25	6 SK	YD	\$154.00	\$162.00
26	6" EXPANSION MATERIAL	FT	\$1.20	\$1.20
27	7 SK	YD	\$150.00	\$158.00
28	8 SK	YD	\$145.00	\$153.00
29	8" EXPANSION MATERIAL	FT	\$1.40	\$1.40
30	9 SK	YD	\$150.00	\$158.00
TOTAL UNIT COSTS			\$2827.00	\$2971.00

Company Name Modern Concrete Saturday Charge \$10.00 \$10.00

In the event the awarded bidder is unable to provide any of the bid item(s)/service(s) would you be willing to do so?

\*\*The City of Flint may request deliveries of materials at different locations. The vendor is to provide a price if the delivery is outside a one (1) mile radius of initial stop.

VENDOR TO PROVIDE INFORMATION REGARDING ADDITIONAL FEES REFLECTED IN DELIVERY COSTS, I.E. ENVIRONMENTAL FEES, WASH OUT FEES, FUEL SURCHARGES, SATURDAY DELIVERIES, ETC.

## **READY-MIX CONCRETE REQUIREMENTS**

FURNISH AS REQUESTED, WITHIN 2 HR NOTICE, TO VARIOUS LOCATIONS FOR THE PERIOD BEGINNING 7/1/2023 AND ENDING 6/30/2025, APPROXIMATE QUANTITIES NOT GUARANTEED.

- Vendor should consider Saturdays (in addition to Mon-Fri) as a normal delivery day.
- Vendor is required to deliver and pour requested materials at designated areas using appropriate, workable, licensed equipment and operators.
- The City of Flint reserves the right to require the inspection of any load of concrete that does not meet specifications at the vendor's cost.
- Load receipts must be signed by a City of Flint representative on site and a copy left at the time of each delivery.
- Quantities on which bids are being received are estimated only and any increases or decreases in the stated quantities shall not affect the bid price in any way.
- Prices shall remain firm until the end of this contract.
- All items should be priced F.O.B. DESTINATION FULL FREIGHT ALLOWED, INSIDE DELIVERY. The City of Flint will not pay for any additional transportation and/or shipping charges.
- Delivery is to be made on an "as needed" basis.
- The City of Flint may add similar parts, materials, models and sizes or delete items from this list as it deems appropriate and in the best interest of the City of Flint.

### **Requesting Departments:**

City of Flint  
Street Maintenance  
702 W. 12<sup>th</sup> Street  
Flint, MI 48503

City of Flint  
Traffic Engineering  
702 W. 12<sup>th</sup> Street  
Flint, MI 48503

City of Flint  
Water Service Center  
3301 E. Court St.  
Flint, MI 48506

LOCAL AND MAJOR STREET RESURFACING CONCRETE FOR SIDEWALKS AND CATCH BASINS



**BID NO.23000019**  
**SUPPLY READY-MIX CONCRETE - (2) YEARS**

**THE FOLLOWING PAGES MUST BE COMPLETED AND INCLUDED WITH SUBMITTAL IN THE FOLLOWING ORDER.**

**Purchasing Checklist:**

- ☐ Exhibit A - Complete Proposal Submittal with detailed Summary of Pricing
- ☐ Exhibit B –Qualifications and Licenses Requirements
- ☐ Exhibit C – Disclosure of Supplier Responsibility Statement
- ☐ Exhibit D - List of References
- ☐ Exhibit E - Certificate of Insurance
- ☐ Exhibit F – Non-Bidder's Response

**❖ EXHIBIT A - SUBMITTAL WITH DETAILED SUMMARY OF PRICING**

**SCOPE OF WORK WITH PRICING SHEET ATTACHED SEPARATELY.**

**All proposals will be evaluated on the following criteria:**

**B23000019 – SUPPLY READY-MIX CONCRETE - (2) YEARS**

1. Failure to use this bid form shall result in bid disqualification.
2. Failure to bid on all items shall result in an "incomplete bid" determination.
3. List value-added considerations on a separate sheet of paper.
4. Additional items as requested.

Terms: Net 30 Days Dest: \_\_\_\_\_ Fed. ID#: \_\_\_\_\_

Firm Name: Modern Concrete

Address: 3275 W. Pasadena Ave.

City/State/Zip Flint, MI 48504

Phone: 810-767-6250 Fax: 810-767-0578 Email/Website: jasonp@modernconcrete.us

Signed: Jason Piper Date: 6/15/2023

**Please submit one (1) original and one (1) copy.**

Bid results may be viewed next business day online at [www.cityofflint.com/purchasing](http://www.cityofflint.com/purchasing)

❖ **EXHIBIT B - QUALIFICATIONS AND LICENSES REQUIREMENTS**

**Please give a synopsis of your qualifications and experience with this service:**

**We held this contract the last 4 consecutive years and various years prior to that.**

**Please list Licenses:**

**N/A**

**How long have you been in business?**

**Since 1963**

**Have you done business with the City of Flint?**

**Yes**

**If yes, please state the project name.**

**City of Flint – Ready-Mix Concrete Contracts**

## ❖ EXHIBIT C – DISCLOSURE OF SUPPLIER RESPONSIBILITY STATEMENT

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract, or subcontract, or in the performance of such contract or subcontract.

N/A

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2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offense indicating a lack of business integrity or business honesty which affect the responsibility of the contractor.

N/A

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3. List any convictions or civil judgments under state or federal antitrust statutes.

N/A

---

4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

N/A

---

5. List any prior suspensions or debarments by any government agency.

N/A

---

6. List any contracts not completed on time.

N/A

---

7. List any documented violations of federal or state labor laws, regulations or standards, or occupational safety and health rules.

N/A

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**❖ EXHIBIT D – LIST OF REFERENCES: (3) SIMILAR SCOPE OF WORK FROM  
THE LAST 5 YEARS**

Providing the following contact information enables the City of Flint to contact those accounts as references.

**Reference #1:**Company/Municipality: City of FlintContact Person: Finance Department Title: \_\_\_\_\_Address: 1101 S. Saginaw StCity: Flint State: MI Zip: 48502Telephone: 810-766-7340 Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Type of Project: Supply Ready Mix ConcreteProject Timeline (Dates): Most Recent 2021-22 Budget: \_\_\_\_\_**Reference #2:**Company/Municipality: Genesee County Road Commission

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: 211 W. OakleyCity: Flint State: MI Zip: 48502

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Type of Project: Various County Concrete ProjectsProject Timeline (Dates): Most Recent 2023 Budget: \_\_\_\_\_

❖ **EXHIBIT D – LIST OF REFERENCES: (3) SIMILAR SCOPE OF WORK FROM  
THE LAST 5 YEARS (CONTINUES)**

**Reference #3:**Company/Municipality: T & DContact Person: Rick Torres Title: OwnerAddress: 5835 Ellendale DrCity: Lansing State: MI Zip: 48911Telephone: 517-455-5453 Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Type of Project: MDOTProject Timeline (Dates): 2023-24 Budget: \_\_\_\_\_

**❖ EXHIBIT E – CERTIFICATE OF INSURANCE****INSURANCE REQUIREMENTS**

The Contractor shall notify all insurance agents and companies retained by the Contractor that these insurance requirements shall be included in any Agreement between the Contractor and the City of Flint.

The Contractor shall purchase and maintain, at its sole expense and as long as it is providing services to the City, the following insurance coverage:

Commercial General Liability - Occurrence form, including coverage for bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual, and products/completed operations. Coverage shall be endorsed to include the City as an additional insured for work performed by the Contractor in accordance with the Agreement.

**Minimum Limits:**

- \$1,000,000 per occurrence/\$2,000,000 general aggregate
- \$2,000,000 aggregate for products and completed operations
- \$1,000,000 personal and advertising injury

Automobile - Michigan "no-fault" coverage, and residual automobile liability, comprehensive form, covering owned, hired, and non-owned automobiles. Coverage shall be endorsed to include the City as an additional insured for work performed by the Contractor in accordance with the Agreement.

**Minimum Limits:**

- No-fault coverages - statutory
- \$500,000 per person/\$1,000,000 per accident - bodily injury
- \$500,000 per occurrence - property damage
- A combined single limit of \$1,000,000 per occurrence

Workers' Compensation and Employer's Liability- Statutory coverage or proof acceptable to the City of approval as a self-insurer by the State of Michigan.



**❖ EXHIBIT E – CERTIFICATE OF INSURANCE (CONTINUES)****Minimum Limits:**

- Workers' Compensation - statutory
- Employer's Liability - \$100,000 each accident/\$100,000 disease - each employee
- \$500,000 disease - policy limit

Professional Liability – Covering acts, errors or omissions of a professional nature committed or alleged to have been committed by the Contractor or any of its subcontractors. Coverage shall be effective upon the date of the Agreement and shall remain effective for a period of three (3) years after the date of final payment thereunder. Such coverage shall be endorsed to include any subcontractors hired by the City.

**Minimum Limits:**

- \$1,000,000 per occurrence, \$1,000,000 annual aggregate

Insurance coverage shall cover all claims against the City of Flint, its officials and employees, arising out of the work performed by the Contractor or any subcontractors under the Agreement. Should any work be subcontracted, it shall be the responsibility of the Contractor to maintain Independent Contractor's Protective Liability Insurance with limits equal to those specified above for Commercial General Liability Insurance. In addition, the Contractor shall provide proof of Workers' Compensation Insurance for all subcontractors in compliance with the required statutory limits of the State of Michigan.

Said policies of insurance shall be with companies licensed to do business in the State of Michigan and in a form satisfactory to the City. All insurance companies must maintain a rating of B+, VIII or better from AM. Best Company. Certificates of insurance with a thirty-(30) day cancellation clause shall be filed with and approved by the City at least five (5) days in advance of commencing work under the Agreement. Cancellation, material restriction, non-renewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the City.

The City reserves the right to request a complete certified copy of the policies for the above coverage's.

Any reduction or exhaustion in the limits of required insurance coverage shall not be deemed to limit the indemnification afforded in accordance with the Agreement or any amendments thereto.

Depending on the subject matter of the transaction, the City may require other insurance coverage in addition to the coverage's contained herein.

**THE BID NUMBER IS TO APPEAR ON ALL INSURANCE CERTIFICATES**

## ❖ EXHIBIT F – NON-BIDDER'S RESPONSE

VENDOR'S NAME: \_\_\_\_\_

## NON-BIDDER'S RESPONSE

For the purpose of facilitating your firm's response to our invitation to bid, the City of Flint is interested in ascertaining reasons for prospective bidder's failure to respond to "Invitations to Bid". If your firm is not responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and return this form to the above address.

We are **not** responding to this "Invitation to Bid" for the following reason(s):

\_\_\_\_\_ Items or materials requested not manufactured by us or not available to our company.

\_\_\_\_\_ Our items and/or materials do not meet specifications.

\_\_\_\_\_ Specifications not clearly understood or applicable (too vague, too rigid, etc.).

\_\_\_\_\_ Quantities too Small.

\_\_\_\_\_ Insufficient time allowed for preparation of bid.

\_\_\_\_\_ Incorrect address used. Our correct mailing address is: \_\_\_\_\_

\_\_\_\_\_ Our branch / division handles this type of bid. We have forwarded this bid on to them but for the future the correct name and mailing address is: \_\_\_\_\_

**Thank you for your participation in this bid.**

**SUPPLY READY-MIX CONCRETE - (2) YEARS****SUBMITTAL FORM FOR QUESTIONS**  
**Due Friday, June 9, 2023 by 10:00 am**

- 1.
- 2.
- 3.
- 4.
- 5.

Company Name	Modern Concrete
Representative Name	Jason Piper
Address:	3275 W. Pasadena Ave., Flint MI 48504
Telephone Number	810-767-8525
Email Address	jasonp@modernconcrete.us

Jason Piper  
(Representative Signature)

6/15/2023

Date

Please email this form to the attention of Jarin McGee, Chief Buyer

Email: [jamcgee@cityofflint.com](mailto:jamcgee@cityofflint.com)



230196



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

PRESENTED: JUL - 5 2023

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

BY THE CITY ADMINISTRATOR:

**RESOLUTION AUTHORIZING FY2024 BUDGET AMENDMENT  
RISK AND BENEFIT – INSURANCE FUND #677  
LIGHTHOUSE INSURANCE GROUP**


WHEREAS, THE City of Flint's operating budget is monitored on an ongoing basis by the Finance Department and City Department heads and changes to an approved operating budget are required from time to time; and

WHEREAS, the Department of Finance is recommending the following amendment to the FY2024 City of Flint Operating budget as follows in accordance with State Public Act 2 of 1968 as amended.

FY2024 PROPOSED BUDGET AMENDMENT	PROPOSED AMENDMENT	ESTIMATED ENDING FUND BALANCE
GL Account #677-267.651-955.000	\$1,700,000.00	
Total Amendment from Fund 677 Balance	<b>\$1,700,000.00</b>	<b>\$1,129,853.00</b>

**IT IS RESOLVED**, that the appropriate City officials are authorized to do all things necessary to incorporate the approved appropriation changes into the FY2024 operating budget of the City of Flint.

APPROVED AS TO FORM:

  
William Kim (Jun 27, 2023 13:46 CDT)

William Kim, City Attorney

APPROVED AS TO FINANCE:

  
Jane Mager (Jun 27, 2023 13:12 EDT)

Jane Mager, Acting Chief Financial Officer

CLYDE D EDWARDS  
CLYDE D EDWARDS (Jun 27, 2023 17:18 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL

\_\_\_\_\_

## RESOLUTION STAFF REVIEW

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**DATE:** June 27, 2023

**Agenda Item:** Budget Amendment – Insurance Fund #677

**Prepared By:** V. Foster, Department of Finance

**Background/Summary of Proposed Action:**

Inadvertently, the insurance expense was not included in the FY2024 Budget as adopted by the Flint City Council. It is projected that the insurance costs will amount to \$1,700,000.00.

The Department of Finance is requesting use of fund balance to fund the City's insurance premiums that cover the following policies: Excess Workers Compensation, Excess General Liability, Inland Marine and Equipment, Terrorism, Hi-Value Vehicles and Equipment, Crime, Boiler, Vehicle Self-Insurance Actuarial and Assessment Fees.

As a result of this oversight, the Acting Chief Financial Officer and the Budget and Grants Administrator have reviewed the FY2024 adopted budget and have determined that this is the only account to have been excluded.

As of 6/27/2023, the projected fund balance for 7/1/24 is \$2,829,853.00. Use of \$1,700,000.00 to cover the projected insurance expenses for FY2024 will result in a projected remaining fund balance of \$1,129,853.00 after the amendment.


**Financial Implications:** Lack of funding will result in insurance policies lapsing if premiums are not funded.

**Account No.:** 677-267.651-955.000

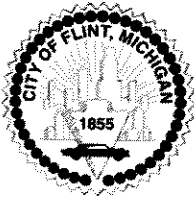
**Other Implications (i.e., collective bargaining):** N/A

**Staff Recommendation:** It is the recommendation of the Department of Finance to amend the FY2024 Budget as outlined above.

**Staff Person:** V. Foster  
Vickie Foster

**Approval:**   
Jane Mager  
Acting Chief Financial Officer

230197



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

PRESENTED: JUL - 5 2023

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

BY THE MAYOR:

**RESOLUTION AUTHORIZING LIGHTHOUSE INSURANCE GROUP  
TO PROVIDE THE CITY OF FLINT WITH WORKERS COMPENSATION  
EXCESS POLICY FOR THE PERIOD 7/1/23-7/1/24**


WHEREAS, Lighthouse Insurance Group, the City's insurance broker solicited proposals for Excess Worker's Compensation coverage. Lighthouse Insurance Group recommends the selection of Midwest Employers Insurance Company at the cost of \$124,997.00; and

WHEREAS, the Department of Finance recommends retaining Lighthouse Insurance Group to provide the City with excess workers compensation insurance coverage through Midwest Employers Insurance Company. The policy will cover the period of 7/1/23 through 7/1/24 at the cost of \$124,997.00. The policy maintains the same coverage as the prior year.

GL/Account #	Account Name	Amount Requested
677-267.651-955.000	Risk and Benefit – Insurance	\$124,997.00
	<b>FY2024 Total:</b>	<b>\$124,997.00</b>

**IT IS RESOLVED**, that the appropriate City officials are authorized to enter into a contract with Lighthouse Insurance Group to provide the City with excess workers compensation insurance coverage through Midwest Employers Insurance Company at a premium cost amount not to exceed \$124,997.00 for the period beginning 7/1/23 to 7/1/24. Funding for these services will come from account 677-267.651-955.000.

APPROVED AS TO FORM:

  
William Kim (Jun 27, 2023 17:17 CDT)

William Kim, City Attorney

  
CLYDE D EDWARDS (Jun 28, 2023 09:07 EDT)

Clyde Edwards, City Administrator

APPROVED AS TO FINANCE:

  
Jane Mager (Jun 27, 2023 12:31 EDT)

Jane Mager, Acting Chief Financial Officer

Sheldon Neeley, Mayor

City Council

## RESOLUTION STAFF REVIEW

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**DATE:** June 27, 2023

**Agenda Item:** Excess Workers Compensation Insurance Proposal from Midwest Employers Insurance Company for the City of Flint for the period of 7/1/23-7/1/24

**Prepared By:** V. Foster, Department of Finance

**Background/Summary of Proposed Action:** The City of Flint's current Excess Workers Compensation insurance policy expires on June 30, 2023. The City is utilizing its insurance broker Lighthouse Group (formerly known as Lake Agency) to bid and negotiate an Excess Workers Compensation Insurance Policy for the City for the period of 7/1/23–7/1/24.

The City's current provider, Midwest Employers Insurance Company, submitted a quote in the amount of \$124,997.00. Safety National declined to bid due to pricing and being unable to complete. Travelers Insurance declined due to the financial rating of the City of Flint. Liberty Mutual and Acuity insurance companies declined to submit quotes. The new rate reflects a 2% increase from the prior year.

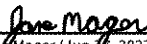
Based on the bid results, Lighthouse is recommending the City' Midwest Employers Insurance Company, to be the provider of the excess workers compensation policy in the amount of \$124,997.00.

**Account No.:** 677-267.651-955.000

**Other Implications (i.e., collective bargaining):** None.

**Staff Recommendation:** It is the recommendation of the Department of Finance to retain the Lighthouse Group as the provider for the City's excess workers compensation insurance and retain Midwest Employers Casualty Company as the City of Flint's excess workers compensation carrier for a total price of \$124,997.00 for the period of 7/1/23 through 6/30/24.

**Staff Person:** Vickie Foster  
Vickie Foster

**Approval:**   
Jane Mager (Jun 27, 2023 12:31 EDT)  
Jane Mager  
Acting Chief Financial Officer





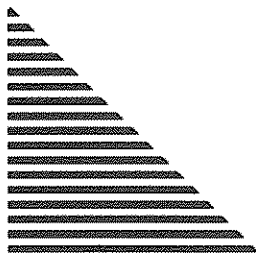
# Lighthouse

AN **ALERA GROUP** COMPANY

Excess Workers Compensation Insurance Proposal  
Prepared For

City of Flint

**EFFECTIVE 07/01/2023 TO 07/01/2024**



# Lighthouse, An Alera Group Company

Our mission at the Lighthouse is the profitable and ethical delivery of innovative insurance solutions for the protection of our clients.

We are well positioned to provide excellent service for all your business and personal insurance needs including:

- Commercial Insurance
- Personal Insurance
- Employee Benefits
- Individual Insurance/Medicare
- Financial Services

Along with these business units, Lighthouse provides seminars for clients and the public on relevant issues. These are done in conjunction with several insurance companies, with which we have solid, long term relationships.

We have multiple locations throughout Michigan and sister agencies across the nation to serve your needs. Our investment in technology has allowed Lighthouse to provide exemplary response time, as well as comprehensive claims and risk management services.

We have active memberships with local Chambers of Commerce, various industry associations, and serve on Advisory Boards of several insurance companies. We also have many Industry Specific Programs tailored to give specialized coverages when they are needed.

# Named Insureds

City of Flint

## Location Schedule

Loc#	Bldg#	Address	City	State	Zip
00001	00001	1101 S Saginaw St	Flint	MI	48502
00002	00001	210 E Fifth St	Flint	MI	48502
00003	00001	310 E 5 <sup>th</sup> St	Flint	MI	48502
00004	00001	1525 ML King Ave	Flint	MI	48502
00005	00001	3402 Western Rd	Flint	MI	48502
00006	00001	702 W 12 <sup>th</sup> St	Flint	MI	48503
00007	00001	716 W Pierson	Flint	MI	48503
00008	00001	3310 E Court St	Flint	MI	48503
00009	00001	202 E Atherton Rd	Flint	MI	48504
00010	00001	4500 N Dort Hwy	Flint	MI	48506
00011	00001	G-4652 Beecher Rd	Flint	MI	48507

# Workers Compensation

## PART 1 WORKERS COMPENSATION STATE INFORMATION

State
MI

## PART 2 EMPLOYERS LIABILITY INFORMATION

Coverage	Limit
Each Accident	As Required
Disease-Policy Limit	1,000,000
Disease-Each Employee	1,000,000

## RATING INFORMATION

State	Class Code	Categories, Duties, Classifications	Proposed Exposure	Expiring Exposure
MI	5509	Street or Road Maintenance	1,125,339	1,031,681
MI	6806	Sewer Op or Drivers	844,004	773,760
MI	6819	Gas Main or Connections	1,125,339	1,031,681
MI	7520	Waterworks	1,969,341	1,805,440
MI	7539	Meter Readers	490,485	449,663
MI	7704	Firefighters	4,275,874	3,920,009
MI	7720	Police Officers	6,752,028	6,190,082
MI	8392	Garage Employee's	282,750	259,218
MI	8810	Clerical	7,900,141	7,242,642
MI	8820	Attorney	488,166	447,538
MI	9015	Janitorial / Maintenance	328,279	300,958
MI	9402	Street Cleaning	286,790	262,921
MI	9410	Municipal Employee's	1,135,616	1,041,103
MI	7580	Sewage Disposal Plant Operations	1,129,298	1,035,311
TOTAL PAYROLL			\$28,133,449	\$25,792,007

## Premium Summary

Coverage	Carrier	Expiring Premium	Renewal Premium
Workers Compensation	Midwest Employers Insurance Company	\$112,427.00	\$124,997.00
	Rate per \$100 of Payroll	0.4359	0.4443

All quoted premiums are annual estimates.

*This insurance proposal is based upon your insurance history and the information that you have provided. It is your responsibility to review each item to make sure that you have all the coverages that you need, and that the limits of liability are appropriate.*

## Markets Approached

- Safety National – declined due to pricing and not able to compete
- Travelers – declined due to financial rating of the City of Flint
- Accident Fund – verbal declination, no market
- Liberty Mutual – verbal declination, no market
- Acuity – verbal declination, no market

## Payment Plans

Required Down Payment: \$124,997  
Minimum Premium Earned \$112,497



## Electronic Delivery Supplement

Your insurer may be required by law to obtain consent from insureds prior to engaging in any electronic delivery of insurance policies and/or other supporting documents in connection with the policy. You have the right to:

- Select electronic delivery;
- Reject electronic delivery;
- Withdraw your consent if you decide you no longer want to receive electronic delivery of your insurance policy and/or other supporting documents in connection with your insurance policy.

### ☐ ELECTION OF ELECTRONIC INSURANCE POLICY DELIVERY OPTION

I select the option to receive the following documents in connection with my insurance policy electronically, for myself and all those covered under the policy. I acknowledge I may no longer receive paper copies of my insurance policy, unless I advise my insurer to continue to provide paper copies in addition to electronic copies.

- ☐ Insurance Policy
- ☐ Identification Card
- ☐ Notices of Cancellation
- ☐ Notices of Nonrenewal
- ☐ Other supporting documents in connection with my insurance policy

### ☐ REJECTION OF ELECTRONIC DELIVERY OPTION

I reject the option to receive my insurance policy and/or other supporting documents in connection with my insurance policy electronically, for myself and all those covered under the policy. I will continue to receive paper copies of such documents.

### ☐ WITHDRAWAL OF CONSENT OF ELECTRONIC DELIVERY

I withdraw my previous consent of electronic delivery of my insurance policy and/or other supporting documents in connection with my insurance policy, for myself and all those covered under the policy. I elect to receive paper copies of such documents in the future.

### LIGHTHOUSE INVOICE PREFERENCE

Invoice made out to: \_\_\_\_\_

Invoice by: ☐ Mail | Address: \_\_\_\_\_

☐ Email | Email Address: \_\_\_\_\_

### ELECTRONIC DELIVERY DISCLOSURE

The policyholder who elects to allow for insurance policy and/or other supporting documents in connection with the insurance policy to be sent to the electronic mail address provided should be diligent in updating the electronic mail address provided to the insurer in the event that the address should change.

Client and Lighthouse have caused this Agreement to be signed by authorized individuals.

**CLIENT**

\_\_\_\_\_  
Name of Recipient to Receive Policy Documents Via Email

\_\_\_\_\_  
Relationship to Insured

\_\_\_\_\_  
Applicant/Name Insured Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address of Recipient

# Agreement and Acceptance

The undersigned insured acknowledges that they have read and understood the Insurance Proposal as presented by Lighthouse Group, an Alera Group Agency LLC and authorizes them to bind coverage.

Effective Date: 07/01/2023

Policy Type: Workers Compensation

PROPOSED COVERAGE HAS BEEN REJECTED/MODIFIED AS OUTLINED:

- 1.
- 2.
- 3.
- 4.

Named Insured: City of Flint

Title: \_\_\_\_\_

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

RETURN TO THE ATTENTION OF: Cort Niemi  
EMAIL : cniemi@lighthousegroup.com  
MAIL: Lighthouse, An Alera Group Company  
56 Grandville Ave, Ste 300  
Grand Rapids, MI 49503



# Cyber Liability Quiz

## What is your Internet Privacy and/or Security Risk?

Take this quick quiz to determine your level of risk.

1. Are you involved in any of the following industries:
  - Education
  - Healthcare
  - Financial Services
  - Retail
2. Do you provide services to clients on your website?
3. Do you collect, receive, transmit or store personally identifiable information or personal health information? For example, Social Security numbers, driver's license numbers, email addresses, bank account numbers, credit/debit card numbers, etc.
4. Do you need to develop or update procedures to comply with privacy legislation? For Example, Health Insurance Portability and Accountability Act – HIPPA, The Gramm-Leach Bliley Act or other legislation with respect to the protection of other confidential information?
5. Do your employees use laptops, cell phones, smart phones, or tablets?
6. Do you store sensitive data on your network in the cloud or even in paper files?
7. Do you manage the content of your website and/or host the infrastructure yourself instead of using a third party?
8. Do you have a Written Information Security Plan?

### Your Score:

#### 2 or less answered yes:

Your risk is low. However, Cyber Liability coverage is worth considering.

#### 3 to 4 answered yes:

Your risk is great and obtaining Cyber Liability should be a priority

#### 5 or more answered yes:

Your risk is significant! Without proper coverage afforded by Cyber Liability, the financial well being of your company is at risk!



**for individuals and families**

- Life Insurance
- Return of Premium Life Insurance
- Annuities
- Disability Income Protection
- Long-term Care
- Life Insurance Review and Audit Program
- Individual Mortgage Pay-off in Event of Death

**for business owners**

- Business Continuation Planning (Life and Disability Insurance)
- Key Person Coverage (Life and Disability Insurance)
- Debt Coverage or Life Insurance Required by Bank
- Estate Analysis - Legacy Trust
- Executive Owner Premier Audit Program
- Voluntary Products

As a client of Lighthouse, An Alera Group Company, you are eligible to take advantage of our Life Insurance Review & Audit Program free of charge. An evaluation of your personal and business life insurance policies can provide the reassurance your plans are set to meet your needs when and how you expect them to.

With more than 100 years of combined experience, our Life Insurance and Executive Benefits team will provide an in-depth and objective review of the life insurance you have in place today. With direct access to more than 30 insurance carriers, we will propose only the best alternatives directly in line with your goals and budget. Life insurance coverage can change over time, therefore we recommend policies be reviewed every three years.

Since over 80 percent of life insurance policies don't live up to client expectations due to overpriced premiums, incorrect design or early termination, this review is of tremendous value by providing peace of mind and protection for what matters most.

If you are interested in Lighthouse's life insurance services, contact your sales executive to get started.



Lighthouse's personalized and innovative approach to the ever-changing world of healthcare allows for your business to keep moving forward. By leveraging our extensive network of resources, we craft the plan you and your employees desire.

#### COMPLIANCE

- MyWave access and support
- Miller Johnson - Legal Firm
- Compliance Checklist
- Benchmarking
- SPD Review
- 5500 Assistance

#### TECHNOLOGY

- Benefit Adm. - Employee Navigator
- Member Management
- Self-serve enrollment
- Variable Hour Tracking
- ACA Reporting - 1095 reporting

#### HR SUPPORT

- Employee Handbook Review
- Compensation Benchmarking
- Mock DOL Audit
- Training Resources
- On Staff HR Consultant

#### WELLNESS

- On Staff Resources
- Consulting/Design
- Implementation/Ongoing Assistance
- Reporting/Analysis/Vendors

#### MEDICARE/INDIVIDUALS

- Onsite Educational Meetings
- 1 on 1 Consultations
- Transition to Medicare
- Employee Separation Services
- Individual Plan Options

#### DATA ANALYTICS

- Underwriter on Staff
- Monthly Claims Reporting
- PA 152 Analysis
- Predictive Modeling
- 3-5 Year Strategic Plan
- Milliman Reporting Services

#### EMPLOYEE COMMUNICATION

- Benefits Booklets
- Custom Communications
- ACA Updates
- Electronic & Print



230198

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

PRESENTED: JUL - 5 2023

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

Bid 23000034

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO ARNOLD SALES FOR JANITORIAL SUPPLIES**

The Department of Finance, Division of Purchases & Supplies, solicited bids for janitorial supplies for a three year period as requested by the Maintenance Division, and

Arnold Sales, 1218 N. Lincoln Ave., Bay City, Michigan was the lowest responsive bidder for said services. Funding will come from the following accounts:

Account Number	Account Name	Amount
101-230.200-752.000	Supplies Fund	\$ 32,000.00
590-550.202-775.000	Supplies Fund	\$ 7,000.00
591-545.200-752.000	Supplies Fund	\$ 3,000.00
590-540.208-752.000	Supplies Fund	\$ 2,600.00
591-540.202-752.000	Supplies Fund	\$ 2,600.00
	<b>FY24 GRAND TOTAL</b>	<b>\$ 47,200.00</b>

**IT IS RESOLVED**, that the Division of Purchases & Supplies is hereby authorized to issue purchase orders to Arnold Sales for janitorial supplies, in the yearly (Fiscal Years 24, 25 and 26) amount not to exceed \$47,200.00 and an aggregate amount of \$141,600.00. (\$47,200 pending adoption of the FY25 budget, \$47,200 pending adoption of the FY26 budget).

APPROVED AS TO FORM:



William Kim

Chief Legal Officer

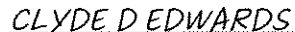
APPROVED AS TO FINANCE:



Jane Mager

Acting Chief Finance Officer

FOR THE CITY OF FLINT:



CLYDE D EDWARDS (Jun 28, 2023 11:14 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:



Christopher Mumby, Interim Purchasing Manager

**JANITORIAL SUPPLIES - 3 YEAR PRICING (FY 24-26)**  
**BID 23000034**

Vendor	YEAR 1	YEAR 2	YEAR 3
Arnold Sales	\$ 139,636.91	\$ 139,636.91	\$ 139,636.91
Beaver Research Comp[any	Incomplete	Incomplete	Incomplete
Pyramid School Supply	Incomplete	Incomplete	Incomplete
Supply Den	Incomplete	Incomplete	Incomplete



## CITY OF FLINT

### RESOLUTION STAFF REVIEW FORM

**TODAY'S DATE:** June 27, 2023

**BID/PROPOSAL#** 23-034

**AGENDA ITEM TITLE:** Janitorial supplies

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

**VENDOR NAME:** Arnold Sales

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

This is for janitorial supplies that are used in various city buildings. Bids were solicited for a three year period and Arnold Sales was the only bidder to submit a complete bid.

**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	General Fund	230.200-752.000		\$ 32,000.00
591	Water Fund	545.200-752.000		\$ 3,000.00
591	Water Fund	540.202-752.000		\$ 2,600.00
590	Sewer Fund	540.208-752.000		\$ 2,600.00
<b>FY24 GRAND TOTAL</b>				<b>\$40,200.00</b>

**PRE-ENCUMBERED?** YES ☒ NO ☐ **REQUISITION NO:** 240006907, 2400070652, 240007396

**ACCOUNTING APPROVAL:** Kathryn Neumann Kathryn Neumann (Jun 27, 2023 08:00 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 (Jun 27, 2023 09:35 EDT)  
(Lee Osborne, Facilities Operations Manager)



# CITY OF FLINT

## STAFF REVIEW FORM

TODAY'S DATE: 06/15/2023

BID/PROPOSAL: 23-034

ITEM TITLE: Janitorial Supplies

PREPARED BY John Florshinger, Water Pollution Control

VENDOR NAME: Arnold Sales

### BACKGROUND/SUMMARY OF PROPOSED ACTION:

DPW - Water Pollution Control (WPC) Staff requires materials and equipment in order to maintain and clean our facilities. Routine cleaning is a prevention measure used to hinder the spread of bacteria and viruses. Bids were received for this janitorial supply service. The sole complete bidder for the three-year agreement (FY24, FY25, & FY 26) was Arnold Sales.

I recommend that a purchase order for WPC Janitorial Supplies be awarded to Arnold Sales in the approved budget amount.

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	N/A	\$7,000.00
		FY2024 GRAND TOTAL		\$7,000.00

PRE-ENCUMBERED? YES ☒ NO ☐ REQUISITION NO: 240007258

ACCOUNTING APPROVAL: [Signature] Date: 6/15/2023

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)

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

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

AUTHORIZED SIGNATURE: [Signature]  
(Jeanette M. Best, WPC Manager)

230199



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

PRESENTED: JUL - 5 2023

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

Bid 23000022

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO M & M PAVEMENT MARKING, INC.  
FOR PAVEMENT MARKING SERVICES**


The Department of Finance, Division of Purchases & Supplies, solicited bids for pavement marking services for a three year period as requested by the Department of Public Works/Traffic Engineering Division, and

M & M Pavement Marking, Inc., PO Box 190257, Burton, Michigan was the lowest responsive bidder from two solicitations for said services. Funding will come from the following accounts:


Account Number	Account Name	Amount
202-447.201-801.000	Professional Services	\$ 125,000.00
202-447.201-752.000	Supplies	\$ 20,000.00
	<b>FY24 GRAND TOTAL</b>	<b>\$ 145,000.00</b>

**IT IS RESOLVED**, that the Proper City Officials, upon City Council's approval, are hereby authorized to enter into a contract with M & M Pavement Marking, Inc. for pavement marking services for a three year period, in the FY24 amount not to exceed \$145,000.00, FY25 amount not to exceed \$150,000.00 and the FY26 amount not to exceed \$155,000.00. (\$150,000 pending adoption of the FY25 budget, \$155,000 pending adoption of the FY26 budget).

**APPROVED AS TO FORM:**

  
 William Kim (Jun 27, 2023 12:03 CDT)  
 William Kim  
 Chief Legal Officer

**APPROVED AS TO FINANCE:**

  
 Jane Mager (Jun 27, 2023 13:00 EDT)  
 Jane Mager  
 Acting Chief Finance Officer

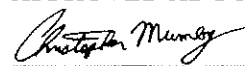
**FOR THE CITY OF FLINT:**

CLYDE D EDWARDS  
 CLYDE D EDWARDS (Jun 27, 2023 17:58 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:** June 26, 2023

**BID/PROPOSAL#** 23-022

**AGENDA ITEM TITLE:** pavement markings and paint

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

**VENDOR NAME:** M & M Pavement Marking, Inc.

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

To maintain traffic, a pavement marking contractor is needed to provide a variety of traffic pavement marking applications on City of Flint streets. Traffic painting is to be applied from the Fall of 2023 to the Spring of 2026. These markings are traffic control devices, mandated by State of Michigan law, used for public safety purposes and to convey regulations, warnings and guidance that otherwise might not be clearly understandable. As marking acuity diminishes over time/traffic wear, the markings must be periodically renewed to ensure their effectiveness. The City had difficulties obtaining traffic marking paint from different sources due to the scarcity of paint, M & M Pavement has agreed to let the City buy its' marking paint from them.

**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
TE	Professional services	202-447.201-801.000		\$ 125,000.00
TE	Supplies	202-447.201-752.000		\$ 20,000.00
		<b>FY24 GRAND TOTAL</b>		<b>\$ 145,000.00</b>

**PRE-ENCUMBERED?** YES ☒ NO ☐ **REQUISITION NO:** 240007031

**ACCOUNTING APPROVAL:** Kathryn Neumann Kathryn Neumann (Jun 26, 2023 16:24 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 27, 2023 06:03 EDT)  
(Rodney McGaha, Director of Transportation)



SEALED PROPOSALS RECEIVED IN THE DIVISION OF PURCHASES & SUPPLIES  
**For Traffic Pavement Line Markings – (3) Years**  
 823-022  
 Approximate Annual Quantities – Not Guaranteed  
 Furnish as requested for the period 7/1/23 – 6/30/26

**Bidder #1: M&M Pavement Marking, Inc.**  
**Grand Blanc, MI.**

Item #	Description	Width	Color	Approx. Qty.	Unit Price Fall 2023	Unit Price Spring 2024	Unit Price Fall 2024	Unit Price Spring 2025	Unit Price Fall 2025	Unit Price Spring 2026
1	Solid Yellow Line (two application single line with gap	4 inch	Yellow	755,446 linear ft.	.060	.062	.062	.064	.064	.066
2	Skip Line	4 inch	White	190,033 linear ft..	.080	.082	.082	.084	.084	.086
3	Skip Line	4 inch	Yellow	64,521 linear ft.	.080	.082	.082	.084	.084	.086
4	Edge Line	4 inch	White	4,358 linear ft.	.060	.062	.062	.064	.064	.066
5	Lane Line	4 inch	White	49,489 linear ft.	.060	.062	.062	.064	.064	.066
<b>TOTAL UNIT PRICE</b>										
<b>6" White Line</b>					.080	.082	.082	.084	.084	.086

**A SPECIAL NOTE FROM THE PURCHASING DIVISION**

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



**Bidder #2: P.K. Contracting, LLC**  
**Troy, MI.**

Item #	Description	Width	Color	Approx. Qty.	Unit Price Fall 2023	Unit Price Spring 2024	Unit Price Fall 2024	Unit Price Spring 2025	Unit Price Fall 2025	Unit Price Spring 2026
1	Solid Yellow Line (two application single line with gap	4 inch	Yellow	755,446 square ft.	.060	.062	.062	.064	.064	.066
2	Skip Line	4 inch	White	190,033 square ft	.12	.13	.13	.15	.15	.15
3	Skip Line	4 inch	Yellow	64,521 square ft	.11	.12	.12	.14	.14	.16
4	Edge Line	4 inch	White	4,358 square ft	.12	.13	.13	.15	.15	.17
5	Lane Line	4 inch	White	49,489 square ft	.12	.13	.13	.15	.15	.17
<b>TOTAL UNIT PRICE</b>										

**\*\* Please note that the bidder did not bid on the updated price sheet listed on the addendum.**

**A SPECIAL NOTE FROM THE PURCHASING DIVISION**

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



Sheldon Neeley  
Mayor

**CITY OF FLINT, MICHIGAN**  
**Department of Public Works**  
**Transportation Division**

Clyde Edwards  
City Administrator

Rodney McGaha  
Director

April 26, 2023

**TO:** Christopher Mumby  
Acting Purchasing Manager

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

**SUBJECT:** RECOMMENDATION – TRAFFIC PAVEMENT LINE MARKING, BID 23-022

We have carefully reviewed the two bids received for the traffic pavement line marking. I am recommending the lowest responsive bidder, M & M Pavement Marking, Inc. be awarded the bid for a three year amount not to exceed \$125,000.00 for FY25, \$130,000.00 for FY26 and \$135,000 for FY27 (total aggregate amount of \$390,000.00). There was one other bid received, PK Contracting, but they did not respond using the corrected form that was sent out as addendum #1. Requisition 24-7032 has been pre-encumbered.

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



230200  
RESOLUTION NO.: \_\_\_\_\_

PRESENTED: JUL - 5 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

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 account:

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

**IT IS RESOLVED**, that the Division of Purchases & Supplies is hereby authorized to issue a purchase order to William E. Walter for HVAC services, in the amount not to exceed \$100,000.00.

**APPROVED AS TO FORM:**

  
William Kim (Jun 29, 2023 14:10 EDT)


William Kim  
Chief Legal Officer

**APPROVED AS TO FINANCE:**

  
Jane Mager (Jun 29, 2023 13:26 EDT)

Jane Mager  
Acting Chief Finance Officer

**FOR THE CITY OF FLINT:**

  
Clyde D. Edwards (Jun 29, 2023 15:58 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:** 6/28/2023

**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 fund 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
		<b>FY24 GRAND TOTAL</b>		<b>\$100,000.00</b>

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

**ACCOUNTING APPROVAL:** Kathryn Neumann  
Kathryn Neumann (Jun 28, 2023 14:17 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 (Jun 29, 2023 08:55 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

---

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

230201  
RESOLUTION NO.: \_\_\_\_\_

PRESENTED: JUL - 5 2023

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

Proposal 23000523

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO DOVER & COMPANY FOR OVERHEAD DOOR SERVICES**

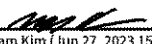
The Department of Finance, Division of Purchases & Supplies, solicited bids for overhead door services for a three year period as requested by the Maintenance Division, and

Dover & Co., 2435 S. Grand Traverse, Flint, Michigan was the low bidder for said services. Funding will come from the following accounts:

Account Number	Account Name	Amount
101-230.200-801.000	Professional Services Fund	\$60,000.00
223-728.304-976.000	Bldg. additions and improvements	\$12,000.00
590-550.202-930.000	Professional Services Fund	\$5,000.00
591-545.201-930.000	Professional Services Fund	\$3,000.00
590-540.208-930.000	Professional Services Fund	\$2,250.00
591-540.202-930.000	Professional Services Fund	\$2,250.00
	<b>FY24 GRAND TOTAL</b>	<b>\$84,500.00</b>

**IT IS RESOLVED**, that the Division of Purchases & Supplies is hereby authorized to issue purchase orders to Dover & Co. for overhead door services, in the yearly (Fiscal Years 24, 25 and 26) amount not to exceed \$84,500.00. (\$84,500 pending adoption of the FY25 budget, \$84,500 pending adoption of the FY26 budget).

APPROVED AS TO FORM:

  
William Kim (Jun 27, 2023 15:01 CDT)William Kim  
Chief Legal Officer

APPROVED AS TO FINANCE:

  
Jane Mager (Jun 27, 2023 15:59 EDT)Jane Mager  
Acting Chief Finance Officer

FOR THE CITY OF FLINT:

  
CLYDE D. EDWARDS (Jun 27, 2023 17:17 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:** June 27, 2023

**BID/PROPOSAL#** 23-523

**AGENDA ITEM TITLE:** Overhead door repair services

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

**VENDOR NAME:** Dover Door

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

Bids were solicited for overhead door repairs/replacements and Dover Door was the low bidder for the next three years. This bid is used by Maintenance, Community & Economic Development, Water Plant, Water Pollution Control and Water Service Center.

**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
101	General Fund	230.200-801.000		\$ 60,000.00
223	CED Additions	728.304-976.000		\$ 12,000.00
590	Sewer Fund	550.202-930.000		\$ 5,000.00
591	Water Fund	545.201-930.000		\$ 3,000.00
590	Sewer Fund	540.208-930.000		\$ 2,250.00
591	Water Fund	540.202-930.000		\$ 2,250.00
<b>FY24 GRAND TOTAL</b>				<b>\$ 84,500.00</b>

**PRE-ENCUMBERED?** YES ☐ NO ☒ **REQUISITION NO:** 240007061, 240007407, 240006927, 240007266, 240007458

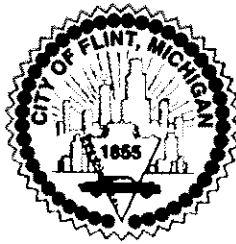
**ACCOUNTING APPROVAL:** Kathryn Neumann Kathryn Neumann (Jun 27, 2023 09:54 EDT) **Date:** \_\_\_\_\_

**WILL YOUR DEPARTMENT NEED A CONTRACT?** YES ☐ NO ☒  
(There is an existing contract)

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

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

**DEPARTMENT HEAD SIGNATURE:** Lee Osborne lee osborne (Jun 27, 2023 14:09 EDT)  
(Lee Osborne, Facilities Maintenance Operations Manager)



SEALED PROPOSALS RECEIVED IN THE DIVISION OF PURCHASES & SUPPLIES  
For Overhead/Garage Door Services – (3) Years  
P23-523

Approximate Annual Quantities – Not Guaranteed  
Furnish as requested for the period 7/1/23 – 6/30/26

**Bidder #1: Allied Building Service**  
**Detroit, MI**

1. Labor, Normal Business Hours	\$95.00 per hr
2. Labor, After Hours	\$142.50 per hr
3. Labor, Weekends and Holidays	\$190.00 per hr
4. Labor, For services outside the scope of contract	\$95.00 per hr

**Bidder #2: Dover and Company**  
**Flint, MI**

1. Labor, Normal Business Hours	\$75.00 per hr
2. Labor, After Hours	\$112.50 per hr
3. Labor, Weekends and Holidays	\$112.50 per hr
4. Labor, For services outside the scope of contract	\$185.00 per hr

**A SPECIAL NOTE FROM THE PURCHASING DIVISION**

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



SHELDON NEELEY  
MAYOR

## CITY OF FLINT OFFICE OF FINANCE

April 29, 2023

**TO:** Christopher Mumby  
Acting Purchasing Manager

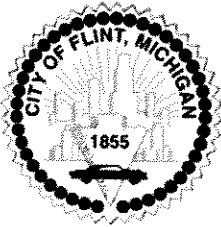
**FROM:** Lee Osborne *lee osborne*  
lee osborne (May 1, 2023) 08:39 (EST)  
Facilities Maintenance Operations Supervisor

**SUBJECT:** RECOMMENDATION – OVERHEAD DOOR REPAIR SERVICES,  
PROPOSAL #23-523

I have carefully reviewed the bids received for overhead door repair services. Dover & Company was the low bidder and performed overhead door services for the City of Flint for the past several years. Dover Door is also the area distributor for Raynor door opener system.

I am recommending the award be made to Dover Door in the yearly amount of \$60,000.00. Requisition 240007061 has been pre-encumbered.

If you have any questions or concerns, feel free to give me a call at ext. 810 691-6786.



RESOLUTION NO.: 230202

PRESENTED: JUL - 5 2023

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

**RESOLUTION TO APPROVE COLLECTIVE BARGAINING WAGE  
REOPENER AGREEMENT BETWEEN THE CITY OF FLINT  
AND AFSCME LOCAL 1600**

**BY THE CITY ADMINISTRATOR:**

The City of Flint and AFSCME Local 1600 negotiated a Collective Bargaining Wage Reopener Agreement on June 15, 2023.

**WHEREAS**, the parties have reached a Tentative Agreement regarding the Wage Reopener Agreement which extends their collective bargaining agreement until June 30, 2025. The Tentative Agreement is attached.

**WHEREAS**, on June 28, 2023, the membership of AFSCME 1600 ratified the Tentative Agreement.

**WHEREAS**, City Administrator Clyde Edwards recommends that the Flint City Council ratify the Tentative Agreement.

**THEREFORE, IT IS RESOLVED** that the Flint City Council **RATIFIES** the Tentative Agreement between the City of Flint and AFSCME Local 1600.

**APPROVED AS TO FORM:**

William Kim  
William Kim (Jun 29, 2023 16:10 CDT)

**William Kim, Chief Legal Officer**

**APPROVED AS TO FINANCE:**

Jane Mager  
Jane Mager (Jun 29, 2023 17:08 EDT)

**Jane Mager, Acting Chief Financial Officer**

**FOR THE CITY OF FLINT:**

CLYDE D EDWARDS  
CLYDE D EDWARDS (Jun 30, 2023 18:05 EDT)

**Clyde Edwards, City Administrator**

**APPROVED BY CITY COUNCIL:**

\_\_\_\_\_



## CITY OF FLINT

### STAFF REVIEW FORM

**TODAY'S DATE:** 06/29/2023

**AGENDA ITEM TITLE:** Collective Bargaining Agreement between City of Flint and AFSCME Local 1600

**PREPARED BY:** Ed Smith, Human Resources/Labor Relations

**VENDOR NAME:** N/A

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

We seek approval of a tentatively agreed collective bargaining agreement between City of Flint and AFSCME Local 1600. The tentative agreement provides a wage scale increase for all 1600 bargaining unit members. This increase includes \$2.00 per hour increase to all steps on the first full pay periods following adoption and a \$0.50 (fifty cents) increase to all steps for the first full pay period following July 1, 2024. The wage reopener extends the collective bargaining agreement with AFSCME Local 1600 until June 30, 2025.

**FINANCIAL IMPLICATIONS:** \$1,064,830 from ratification through expiration of CBA. This estimate is based on current bargaining unit employees and includes an estimate for increases to wage rate for regular hours and ratification incentives.

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

Dept.	Name of Account	Account Number	Grant Code	Amount

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

**ACCOUNTING APPROVAL:** Jane Mager

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

**DEPARTMENT HEAD SIGNATURE:** Eddie L. Smith  
Eddie Smith, Director of Human Resources and Labor Relations

**City of Flint  
-and-  
AFSCME Local 1600**

**Tentative Agreement**

**June 15, 2023**

1. **Wages:** General wage increases as follows:
  - a. Effective at the beginning of the first full pay period following June 30, 2023, a two dollar (\$2.00) increase to all steps on all bargaining unit wage scales.
  - b. Effective at the beginning of the first full pay period following June 30, 2024, a fifty cent (\$0.50) increase to all steps on all bargaining unit wage scales.
2. **Wage Equity Reopeners.** On August 1, 2023 and on August 1, 2024, either party may reopen this Agreement, by providing thirty (30) days' advance written notice to the other, for the sole purpose of negotiating wage rate adjustments for identified job classifications, informed by wage comparison data. The parties will meet promptly upon receipt of notice to identify the information needed for negotiation. A party may identify no more than eight (8) classifications for negotiation under this provision in any year.
3. All other economic items *status quo*.
4. **Duration:** Current contract extended through June 30, 2025.
5. **Wage Scales:** Upon ratification of this agreement by the parties, the parties will meet and confer to address possible clerical errors in the Local 1600 wage scale.