

City of Flint, Michigan

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



Meeting Agenda - FINAL

Monday, July 24, 2023

4:30 PM

GENESEE COUNTY ADMINISTRATION BUILDING

SPECIAL AFFAIRS COMMITTEE

Ladel Lewis, Chairperson, Ward 2

*Eric Mays, Ward 1
Judy Priestley, Ward 4
Tonya Burns, Ward 6
Dennis Pfeiffer, Ward 8*

*Quincy Murphy, Ward 3
Jerri Winfrey-Carter, Ward 5
VACANT, Ward 7
Eva L. Worthing, Ward 9*

Davina Donahue, City Clerk

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

Members of the public shall have no more than two (2) minutes to address the City Council on any subject.

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 and is subject to all rules of decorum and discipline.

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 (POSTPONED)

[NOTE: Resolutions No. 230211, 230213, 230217, 230225, 230226, 230227, and 230229 were POSTPONED from the 7/19/2023 Council Committee Meetings to this Special Affairs Agenda due to the lack of a quorum.]

230211 Ritz Safety Supplies/Speed Humps

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

230213 Greater Flint Health Coalition/Flint ReCAST Program Implementation

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

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

Resolution resolving that that the Purchasing Division is hereby authorized to issue a purchase order to Jack Doheny Company in the amount of \$239,198.15 for Vactor #7406 repairs, AND, resolving that the appropriate officials are hereby authorized to do all things

necessary to amend the FY2023 City of Flint budget by transferring insurance settlement funds in the amount of \$214,198.15 from the Insurance Fund #677 to Sewer Fund #590.

230225 Public Hearing Date/Brownfield Redevelopment Plan/Flint Commerce Center

Resolution resolving that the Flint City Council will hold a public hearing on the above request at 5:30 p.m. on August 14, 2023 at wherever location the Flint City Council will meet on that date, AND, resolving that the governing body shall provide notice of the hearing to the taxing jurisdictions that levy taxes subject to capture under this Act and shall fully inform the taxing jurisdictions about the fiscal and economic implications of the proposed brownfield plan.

230226 Award/ARPA Funds/Flint Homeowners Assistance

Resolution resolving that the appropriate City officials are authorized to do all things necessary to amend the FY24 budget to provide funding to the six community organizations listed and appropriate funding for revenue and expenditures in future fiscal years, for as long as funds are available. Funds will be paid from the American Rescue Plan Act fund (287). Before funds are spent, the City of Flint's ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury final rules, as follows: Home Repair Grants - Metro Community Development: \$1,500,000; External Paint Project - Court St. Village: \$175,000; Assistance program for water bills, property taxes and home insurance - Habitat for Humanity: \$875,000; City-wide Emergency Repair Program - Habitat for Humanity: \$1,500,000; Home Repair Grants to residents - GCCARD: \$800,000; Roof replacement and Home repair grants to residents - Court St. Village: \$150,000. TOTAL = \$5,000,000.

230227 American Leak Detection/Leak Detection Services

Resolution resolving that the Proper City Officials are authorized to enter into a contract American Leak Detection for water line leak detection in an amount not to exceed of \$151,528.00

230229 Investigative Hearing/Downtown Development Authority (DDA)/Credit Card Usage

Resolution resolving that Flint City Council will schedule an Investigative Hearing regarding the credit card policies of the Downtown Development Authority (DDA) for _____, 2023, at _____ p.m., in order to acquire more in-depth information as it relates to the Downtown Development Authority's credit card usage.

RESOLUTIONS

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

Resolution resolving that City Officials are authorized to do all things necessary to enter into Change Order #5 to Contract 20-044 with Rowe Inc until June 30,

2024 and add \$90,000 to continue their provision of comprehensive zoning services with funds in the amount of \$30,000 available from account #101-701.000-801.000; and funds in the amount of \$60,000 to be made available from account #296-172.000-801.000 LCSM-23-FRTA, for a total new contract amount of \$350,000.00.

230233 CO#1/Contract/Complete Towing Service/Police Department Towing and Storage Services

Resolution resolving that that the Proper City Officials are authorized to enter into a change order with Complete Towing for towing and storage services, for an additional \$45,147.50, for an aggregate total of \$330,147.50.

230234 CO#4/Contract/Genesee County Land Bank/Demolition Reimbursements/Fire Insurance Escrow Funds

Resolution resolving that the appropriate City officials are authorized to do all things necessary to complete and execute Change Order #4 with the Genesee County Land Bank to increase the contract with GCLB by \$5,989.79 for a new contract total of \$341,323.23 and to extend the contract by 2.5 years to December 31, 2025.

230235 Grant Acceptance/State of Michigan (SOM)/Financially Distressed Cities, Villages and Townships Grant/Budget Amendment

Resolution resolving that the appropriate City officials are authorized to participate in the FDCVT Grant for the City of Flint's essential Services Buildings project on behalf of the City of Flint. Proper City officials are authorized to provide this resolution indicating its approval to the State of Michigan, and to submit and execute documents requested by the State of Michigan relating to the FDCVT requirements, AND, resolving that the appropriate City officials do all things necessary to accept the grant funds in the amount of \$129,720.00 and abide by the terms of Grant# 210129 23, to appropriate revenue and expenditure amount;; and to make the grant funds available in the current and any subsequent fiscal years that funding continues to remain available by the grantor.

230236 Suspension/Conduct Unbecoming a City Councilmember/Councilmember Eric Mays

Resolution resolving that the Flint City Council, pursuant to its authority under Section 3-103 of the Flint City Charter, hereby suspends Councilmember Eric Mays, effective immediately and through and including September 1, 2023, AND, resolving that while suspended, Councilmember Eric Mays is prohibited from taking his seat or participating, in any meeting of the City Council or its committees, in his official capacity as a City Councilmember.

230237 Grant Award/Michigan EGLE Recycling Infrastructure Grant/Procurement of Recycling Carts and Educational Material

Resolution resolving that 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 the State of Michigan Department of Environment, Great Lakes, and Energy, in the total not to exceed amount of \$1,000,000.00, AND, resolving that the City Administrator and the Department of Transportation Director be authorized as signatories and representatives for all activities associated with the projects related to the grant listed above. The acceptance of this grant is contingent upon acceptance of the grant from The Recycling Partnership, Inc. and a contract extension with Priority Waste Services.

230238 Grant Acceptance/The Recycling Partnership, Inc./Recycling and Trash Carts

Resolution 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 City Administrator and Department of Transportation Director be authorized as signatories and representatives for all activities associated with the projects related to the grant listed above. The acceptance of this grant is contingent upon acceptance a grant from EGLE and a contract extension with Priority Waste Services.

230239 CO#1/Contract/Priority Waste, LLC/Waste Collection Services

Resolution resolving that the Proper City Officials are hereby authorized to enter into change order #1 with Priority Waste LLC, for two more years beyond the original approved amount. This contract will be for the period ending June 30, 2028 in the amount not to exceed \$26,889,631.20 (and an aggregate amount of \$46,616,378.40: \$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. This agreement also comes with optional five (5), one year contract extensions increasing annually 3%. The acceptance of this agreement is contingent upon acceptance of a grant from The Recycling Partnership, Inc. and a grant from EGLE.

APPOINTMENTS (POSTPONED)

[NOTE: Appointments No. 230118, 230218, 230219, 230220, 230221, 230222, 230223, 230224, 230230, and 230231 were POSTPONED from the 7/19/2023 Council Committee Meetings to this Special Affairs Agenda due to the lack of a quorum.]

230118 Appointment/Hurley Board of Hospital Managers/Dr. Khalid M. Ahmed

Resolution resolving that the Flint City Council approves the appointment of Dr. Khalid M. Ahmed (2700 Robert T. Longway, Suite B, Flint, Michigan, 48503) to the Hurley Board of Hospital Managers for a five-year term, with such term

commencing April 30, 2023, and expiring April 30, 2028. [NOTE: Mayor Sheldon A. Neeley recommends the appointment of Dr. Ahmed to replace Frances Gilcreast, whose term on the Board expires April 30, 2023.]

- 230218** Appointment/Gloria Coles Flint Public Library District Board/Melissa N. Brown
- Resolution resolving that the Flint City Council approves the appointment of Melissa N. Brown (1410 Eldorado Drive Flint, MI 48504) to serve the remainder of a three-year term on the Gloria Coles Flint Public Library District Board, with such term commencing immediately and expiring on September 30, 2025.
- 230219** Appointment/Hurley Board of Hospital Managers/Mildred Silva-Zuccaro
- Resolution resolving that the Flint City Council approves the appointment of Mildred Silva-Zuccaro (710 Loyola Drive Flint, MI 48503) to serve a five-year term on the Hurley Board of Hospital Managers, with such term commencing immediately and expiring on April 30, 2028.
- 230220** Appointment/Flint Planning Commission/Shawn Hairston
- Resolution resolving that the Flint City Council approves the reappointment of Shawn Hairston, of 2038 Copeman Boulevard, Flint, MI 48504, to the Flint Planning Commission, to fill the remainder of the three--year term ending on March 31, 2026.
- 230221** Appointment/Flint Planning Commission/Carol-Anne Blower
- Resolution resolving that the Flint City Council approves the reappointment of Carol-Anne Blower, of 3323 Holly Ave, Flint, MI 48506, to the Flint Planning Commission, to fill the remainder of the term ending on March 31, 2024.
- 230222** Re-Appointment/Economic Development Corporation Board of Directors/Derwin S. Munroe
- Resolution resolving that the Flint City Council approves the [re]appointment of Derwin S. Munroe to serve the remainder of the six-year term on the Board of Directors for the Economic Development Corporation, with such term commencing immediately and expiring on August 7, 2024.
- 230223** Appointment/Economic Development Corporation Board of Directors/Karen Vance
- Resolution resolving that the Flint City Council approves the appointment of Karen Vance, 926 Maxine St., Flint, MI 48503, to the Board of Directors for the Economic Development Corporation, to fill the remainder of the term ending on March 31, 2026.
- 230224** Appointment/Economic Development Corporation Board of Directors/Marsay Wells-Strozier
- Resolution resolving that the Flint City Council approves the appointment of

Marsay Wells-Strozier to serve the remainder of the six-year term on the Board of Directors for the Economic Development Corporation, with such term commencing immediately and expiring on March 27, 2024.

230230 Appointment/Ethics and Accountability Board/Joseph King

Resolution resolving that the Flint City Council approves the reappointment of Joseph King (2401 Lawndale Avenue, Flint, MI, 48504 - 2nd Ward) to the Ethics and Accountability Board for the remainder of a six (6) year term, with such term commencing immediately and expiring June 25, 2028.

230231 Appointment/Ethics and Accountability Board/Billie Dantzler

Resolution resolving that the Flint City Council approves the appointment of Billie Dantzler (2833 Stevenson Street, Flint, MI, 48504 - Ward 6) to the Ethics and Accountability Board to fill a 6th Ward vacancy, for the remainder of a six (6) year term, with such term commencing immediately and expiring June 25, 2028.

SPECIAL ORDERS/DISCUSSION ITEMS

230204 Special Order/Vacancy of the Office of 7th Ward Councilmember

A Special Order as requested by Vice President Lewis to allow for a brief discussion about the council's process for accepting applications from persons interested in the 7th Ward Councilmember appointment.

ADJOURNMENT



230211

RESOLUTION NO.: _____

PRESENTED: JUL 19 2023

ADOPTED: _____

BY THE CITY ADMINISTRATOR:

RESOLUTION TO RITZ SAFETY SUPPLIES FOR SPEED HUMPS

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

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

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

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

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

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

APPROVED AS TO FORM:


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

William Kim
Chief Legal Officer

APPROVED AS TO FINANCE:


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

Jane Mager
Acting Chief Finance Officer

FOR THE CITY OF FLINT:


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

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:



Christopher Mumby, Interim Purchasing Manager



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: July 6, 2023

BID/PROPOSAL#

AGENDA ITEM TITLE: Speed humps and signs

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

VENDOR NAME: Ritz Safety

BACKGROUND/SUMMARY OF PROPOSED ACTION:

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

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

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

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

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

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

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

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

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

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



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

QUOTATION

Order Number	
2935791	
Order Date	Page
6/6/2023 15:20:34	1 of 1

Quote Expires On 7/6/2023

Bill To:
CITY OF FLINT PO BOX 246 FLINT , MI 48501-0246

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

Customer ID 44625

Requested By: Mr. ROD MCGAHA

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

Total Lines: 5

SUB-TOTAL: 1,680.40

TAX: 0.00

Total Freight In: 0.00

Total Freight Out: 1,665.00

TOTAL FREIGHT: 1,665.00

AMOUNT DUE: 3,345.40

U.S. Dollars

Signature _____

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

Restocking fees may apply.

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

Dispositions
B = Backorder
H = Hold
S = Special
D = Drop Ship
C = Cancel
T = Transfer
P = Production
M = Make

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



RESOLUTION NO.: 230213

PRESENTED: JUL 19 2023

ADOPTED: _____

RESOLUTION TO GREATER FLINT HEALTH COALITION FOR FLINT RECAST PROGRAM IMPLEMENTATION

BY THE CITY ADMINISTRATOR:

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

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

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

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

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

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

Approved as to Form:


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

William Kim, Chief Legal Officer

Approved as to Finance:


Jane Mager (Jul 13, 2023 16:46 EDT)

Jane Mager, Acting Chief Financial Officer

For the City of Flint:


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

Clyde D. Edwards, City Administrator

Approved by the City Council:



RESOLUTION NO.: _____

PRESENTED: _____

ADOPTED: _____

RESOLUTION STAFF REVIEW

Date: July 13, 2023

Agenda Item Title:

RESOLUTION TO GREATER FLINT HEALTH COALITION FOR FLINT RECAST PROGRAM IMPLEMENTATION

Prepared by:

Chay Linseman, Budget and Grants Administrator

Background/Summary of Proposed Action:

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

Included in this process:

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

Excluded from this process:

- No known exclusions

Financial Implications:

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

Budgeted Expenditure: Yes ☒ No ☐

Please explain, if no:

Pre-encumbered: Yes ☒ No ☐

Requisition #: 230007376

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

Staff Recommendation:

Staff recommends approval of this resolution.

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

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

CONTRACT BETWEEN THE CITY OF FLINT AND GREATER FLINT HEALTH COALITION

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

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

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

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

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

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

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

THEREFORE, the City and GFHC agree as follows:

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

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

- party shall submit to the other the name of one person to serve as an arbitrator. The two arbitrators together shall then select a third person, the three together shall then serve as a panel in all proceedings. Any unanimous decision of the three arbitrators shall be a final binding decision. The City's failure to respond to a timely, conforming request for arbitration is deemed consent to arbitration.
- c. The costs of the arbitration shall be split and borne equally between the parties and such costs are not subject to shifting by the arbitrator.
 - d. GFHC's failure to comply with any portion (including timeliness) of this provision shall be deemed a permanent waiver and forfeiture of the claim, dispute, or question.
 - e. This provision shall survive the expiration or termination of this Agreement in perpetuity.
7. **Termination:** This contract may be terminated by either party hereto by submitting a notice of termination to the other party. The City, through its City Administrator, may terminate this agreement upon actual notice to GFHC. GFHC may terminate this agreement by providing written notice that shall be effective 30 days from the date it is submitted unless otherwise agreed to by the parties hereto. GFHC, upon receiving such notice and prorated payment upon termination of this contract shall give to the City all pertinent records, data, and information created up to the date of termination to which the City, under the terms of this contract, is entitled.
8. **Force Majeure:** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, and acts of God. Should Force Majeure occur, the Parties shall mutually agree on the terms and conditions upon which the services may continue.
9. **Good Standing:** GFHC must remain current and not be in default of any obligations due the City of Flint, including the payment of taxes, fines, penalties, licenses, or other monies due the City of Flint. Violations of this clause shall constitute a substantial and material breach of this contract. Such breach shall constitute good cause for the termination of this contract should the City of Flint decide to terminate on such basis.
10. **Indemnification:** To the fullest extent permitted by law, GFHC agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Flint, its elected and appointed officials, employees and volunteers and other working on behalf of the City of Flint, against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Flint,

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

11. **Non-Assignability:** GFHC shall not assign or transfer any interest in this Agreement without the prior written consent of the City provided, however, that claims for money due or to become due to GFHC from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
12. **Disclaimer of Contractual Relationship with Employees/Subcontractors:** Nothing contained in this Memorandum of Understanding shall create any employment relationship between the City and GFHC employees or between the City and any Sub-Contractor that GFHC hires relative to this contract.
13. **Non-Disclosure/Confidentiality:** GFHC agrees that GFHC will not disclose any such information provided to it in furtherance of this Agreement, or in any other way make such documents public, without the express written approval of the City or the order of a court of competent jurisdiction.
14. **Non-Discrimination:** GFHC shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq., and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, association with the federal government, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position or status with respect to public assistance. A breach of this covenant is a material breach of this Agreement.
15. **Anti-Lobbying:** GFHC shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive

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


16. **Grant Funds:** Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to "ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements."); 21 U.S.C. §§ 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.
17. **Ethics:** Pursuant to the Flint City Charter §1-602 (I) entitled Notice, every public servant, volunteer and city, GFHC is to receive training and be provided with a copy of these ethical standards upon passage of this Charter or at the time of appointment and or hire or the commencement of services. Therefore, GFHC acknowledges receipt of Flint City Charter §1-602 and agrees to the best of its knowledge and ability, that GFHC and its staff working under this Agreement, shall abide by the terms and participate in any training provided by the City/or update orientation as may be necessary from time to time. Public servants are all persons employed or otherwise engaged by the corporation of the City of Flint to conduct business on its behalf including but not limited to elected officials, appointed employees, members of boards and commissions, classified employees, and volunteers, in accordance with Flint City Charter §1-602.
18. **Notices:** Notices to the City of Flint shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to **Lottie Ferguson and Davina Donahue, Interim City Clerk, City of Flint, 1101 S. Saginaw Street, Flint, Michigan 48502**, or to such other address as may be designated in writing by the City from time to time. Notices to GFHC shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to **426 Auditorium Road, Room 2, East Lansing, MI 48824-2600** or to such other address as may be designated in writing by GFHC from time to time.
19. **Records Property of City:** All documents, information, reports and the like prepared or generated by GFHC as a result of this Agreement shall become the sole property of the

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

20. **Waiver:** Failure of the City to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any term, covenant, or condition. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.
21. **Severability:** In the event that any provision contained herein shall be determined by a court or administrative tribunal to be contrary to a provision of state or federal law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court or administrative tribunal so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision. The invalidation of one or more terms of this contract shall not affect the validity of the remaining terms.
22. **Whole Agreement:** This Agreement and the documents cited herein embody the entire agreement between the parties. Any additions, deletions or modifications hereto must be in writing and signed by both parties. This Agreement may be executed by facsimile and in counterparts, all of which, taken together, shall constitute a single agreement.

<SIGNATURES ON NEXT PAGE>

GREATER FLINT HEALTH COALITION:

 11/7/2022
Date
Its Interim Pres (CTE)

CITY OF FLINT, a Michigan Municipal Corp.:

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

 11/17/2022
Date
Clyde Edwards, City Administrator

APPROVED AS TO FORM:

 11/15/2022
Date
William Kim, Chief Legal Officer



RESOLUTION NO.: 230217
PRESENTED: JUL 19 2023
ADOPTED: _____

BY THE CITY ADMINISTRATOR:

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

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

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

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

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

APPROVED AS TO FORM:


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

William Kim, City Attorney

APPROVED AS TO FINANCE:


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

Jane Mager, Acting Chief Financial Officer

FOR THE CITY OF FLINT:

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

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 4/24/23

AGENDA ITEM TITLE: Vactor Repair

PREPARED BY: Cheri Priest, Utilities - Water Service Center

VENDOR NAME: Jack Doheny Supply

BACKGROUND/SUMMARY OF PROPOSED ACTION:

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

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

FINANCIAL IMPLICATIONS: **None**

BUDGETED EXPENDITURE? YES **X**

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

PRE-ENCUMBERED? YES **X** NO

REQUISITION NO: **2300067022**

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

Date: 04/25/2023

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

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



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

INVOICE

Invoice No.

190828

Invoice Date 3/29/23

SERVICE

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

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

INFORMATION

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

NOTES

Service Job Notes:

CITY OF FLINT ACCIDENT DAMAGE

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

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

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Columbus OH, 43260-3846

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SERVICE

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

DETAILS

Qty	Type	Part No.	Description	Rate	Price	Tax	Amount
98.50	LABOR	MAUL	GENERAL LABOR	\$125.00	\$12,312.50	\$0.00	\$12,312.50
9.50	LABOR	FLES	GENERAL LABOR	\$125.00	\$1,187.50	\$0.00	\$1,187.50
1.00	PART	VA-479620D	2100 PLUS SUBFRAME HARNESS	\$3,199.57	\$3,199.57	\$0.00	\$3,199.57
1.00	PART	VA-502947D	COVER PLATE, SUBFRAME, REAR	\$122.61	\$122.61	\$0.00	\$122.61
1.00	PART	ZZ-TOWING	TOW CHARGES	\$2,850.00	\$2,850.00	\$0.00	\$2,850.00
10.00	PART	VA-508637A	MICROPULSE ULTRA 6 LED	\$157.16	\$1,571.60	\$0.00	\$1,571.60
1.00	PART	VA-504016L	WATERTANK,AL,106L,CNTR,235GA L	\$5,215.25	\$5,215.25	\$0.00	\$5,215.25
1.00	PART	VA-508186A	DECAL,TRASH PUMP GREASE	\$1.50	\$1.50	\$0.00	\$1.50
1.00	PART	VA-63607BA	LOWER TAIL PLATE, SWIRLED	\$141.34	\$141.34	\$0.00	\$141.34
1.00	PART	VA-504019	WATERTANK,AL,30ID,UR,515GAL	\$10,252.36	\$10,252.36	\$0.00	\$10,252.36
1.00	PART	VA-504020	WATERTANK,AL,30ID,UL,515GAL	\$9,229.24	\$9,229.24	\$0.00	\$9,229.24
1.00	PART	VA-510355	CONTACTLESS ROTORY SENSOR	\$581.33	\$581.33	\$0.00	\$581.33
1.00	PART	VA-1099061	CARTRIDGE-HYD FILTER	\$155.49	\$155.49	\$0.00	\$155.49
1.00	PART	VA-1800143	DECAL,SAFETY TIE OFF POINT	\$10.95	\$10.95	\$0.00	\$10.95
1.00	PART	VA-1800148	DECAL,CONFINED SPACE,BILINGUAL	\$21.23	\$21.23	\$0.00	\$21.23
1.00	PART	VA-40620	SWITCH - MICRO	\$362.08	\$362.08	\$0.00	\$362.08
1.00	PART	VA-40621	SWITCH ARM	\$33.92	\$33.92	\$0.00	\$33.92
1.00	PART	VA-45658QA	DOUBLE ACTING TELESCOPIC CYL.	\$2,587.27	\$2,587.27	\$0.00	\$2,587.27
1.00	PART	VA-45716	COMPRESSION JOINT 10IN	\$581.64	\$581.64	\$0.00	\$581.64
4.00	PART	VA-45742AC	GROMMENT,RUBBER	\$3.23	\$12.92	\$0.00	\$12.92
2.00	PART	VA-45742C	LIGHT,RED L.E.D.	\$30.73	\$61.46	\$0.00	\$61.46
2.00	PART	VA-45742G	BACK-UP LIGHT,4" L	\$143.66	\$287.32	\$0.00	\$287.32
4.00	PART	VA-45743E	LIGHT,CLEARANCE,LED,RED	\$24.82	\$99.28	\$0.00	\$99.28
4.00	PART	VA-45746	GROMMET	\$2.78	\$11.12	\$0.00	\$11.12
4.00	PART	VA-46516A	TOGGLE BOLT CLAMP	\$35.27	\$141.08	\$0.00	\$141.08

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Columbus OH, 43260-3846

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Invoice Date 3/29/23

SERVICE

DETAILS

Qty	Type	Part No.	Description	Rate	Price	Tax	Amount
1.00	PART	VA-46608AB	F.S. LATITUDE SIG. MASTER 48IN	\$432.96	\$432.96	\$0.00	\$432.96
1.00	PART	VA-47394K	RUBBER HOSE 10IN X 14IN	\$140.29	\$140.29	\$0.00	\$140.29
1.00	PART	VA-48988FA	GS IP CAMERA W/IR (REAR)	\$672.66	\$672.66	\$0.00	\$672.66
1.00	PART	VA-48988HD	7M M/F ETHERNET CAMERA CABLE	\$298.50	\$298.50	\$0.00	\$298.50
64.00	PART	VA-49240-FT	PRE-LUBED HOSE, FT	\$3.50	\$574.00	\$0.00	\$574.00
1.00	PART	VA-49654A-SP	RUBBER SEAL ASSY - 10IN	\$437.82	\$437.82	\$0.00	\$437.82
2.00	PART	VA-503283R	TAILLIGHT BRACKET,AL	\$172.68	\$345.36	\$0.00	\$345.36
2.00	PART	VA-504642B	BOLTING STRAP, TAIL LIGHT BRKT	\$17.74	\$35.48	\$0.00	\$35.48
1.00	PART	VA-508186	DECAL, 2100 PLUS LUBE CHART	\$73.69	\$73.69	\$0.00	\$73.69
3.00	PART	VA-511843	CAB GUARD STROBE BRACKET	\$28.31	\$84.93	\$0.00	\$84.93
2.00	PART	VA-511957B	LOGO, 2100I 12X5.1	\$157.39	\$314.78	\$0.00	\$314.78
1.00	PART	VA-53676	DECAL, MOVING PARTS	\$8.87	\$8.87	\$0.00	\$6.87
3.00	PART	VA-62161D	DUMP CYL PIN WASHER	\$4.65	\$13.95	\$0.00	\$13.95
1.00	PART	VA-62196J	AIR PIPE WELDMENT	\$1,336.46	\$1,336.46	\$0.00	\$1,336.46
1.00	PART	VA-63833B	INLET HEAD WELDMENT 10IN	\$1,028.61	\$1,028.61	\$0.00	\$1,028.61
12.00	PART	VA-66603AE	TANK STRAP - 30IN ID TANK	\$74.12	\$889.44	\$0.00	\$889.44
1.00	PART	VA-89384CA	DECAL, DOOR PROP	\$10.09	\$10.09	\$0.00	\$10.09
4.00	PART	VA-502801A	CENTER SUPPORT WELDMENT, SUBFRA	\$430.46	\$1,721.84	\$0.00	\$1,721.84
1.00	PART	VA-502672DZZ	DEBRIS BODY, REAR DOOR, CYCLONES	\$88,589.36	\$88,589.36	\$0.00	\$88,589.36
1.00	PART	VA-503746D	COMPLETE SUB FRAME	\$28,262.10	\$28,262.10	\$0.00	\$28,262.10
30.00	LABOR	STRAUB	GENERAL LABOR	\$125.00	\$28,750.00	\$0.00	\$28,750.00
1.00	PART	VA-511308	IP CAMERA PIVOT BRACKET	\$16.57	\$16.57	\$0.00	\$16.57
1.00	PART	VA-58383	SEAL - 3/8 X 11 3/4 X 11 3/4	\$86.01	\$86.01	\$0.00	\$86.01
1.00	OTHER	OUTSIDE LABOR	HOSE ASSY	\$164.70	\$164.70	\$0.00	\$164.70
17.00	LABOR	FUGA	GENERAL LABOR	\$125.00	\$2,125.00	\$0.00	\$2,125.00
1.00	PART	SE-35740R	TRIO LIGHT	\$76.50	\$76.50	\$0.00	\$76.50
2.00	PART	VA-66430JT	RETAINING WASHER / BOLTED	\$5.43	\$10.86	\$0.00	\$10.86
4.00	PART	VA-45730	BAND CLAMP T/BOLT 6.28 - 6.59	\$5.66	\$22.64	\$0.00	\$22.64
50.00	PART	ZZ-SJO164	CABLE 16/4 SJO /FT	\$0.58	\$29.00	\$0.00	\$29.00
1.00	PART	VA-62161C	DUMP CYLINDER PIN WLD	\$55.91	\$55.91	\$0.00	\$55.91

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SERVICE

DETAILS

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

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Jack Doheny Company
L3846
Columbus OH, 43260-3846

INVOICE

Invoice No.

190828

Invoice Date

3/29/23

SERVICE

DETAILS

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

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



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L3846
Columbus OH, 43260-3846

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Qty	Type	Part No.	Description	Rate	Price	Tax	Amount
2.00	PART	JS-JDSMF-B	JDS 24 X 15 MUD FLAP	\$13.50	\$27.00	\$0.00	\$27.00
3.00	PART	VA-49248	UNION, LUBE SYSTEM	\$39.80	\$119.40	\$0.00	\$119.40
2.00	PART	SE-40052	3" REFLECTOR	\$4.00	\$8.00	\$0.00	\$8.00
2.00	PART	ZZ-506-510-VS	10M(1/8)X6M 90 ELBOW	\$19.50	\$39.00	\$0.00	\$39.00
1.00	PART	SE-40053	3" AMBER REFLECTOR	\$2.85	\$2.85	\$0.00	\$2.85
1.00	PART	HF-2406-06-04	06FJ-04MJ	\$3.63	\$3.63	\$0.00	\$3.63
4.00	PART	VA-49241	STRAIGHT PUSHLOCK FITTING FOR	\$25.13	\$100.52	\$0.00	\$100.52
1.00	PART	VA-507635F	TANK VENT STAND PIPE	\$220.47	\$220.47	\$0.00	\$220.47
1.00	PART	VA-508637B	MICROPULSE ULTRA 12 LED	\$194.31	\$194.31	\$0.00	\$194.31
1.00	PART	VA-511843A	REAR DOOR STROBE - P/S BRACKET	\$26.97	\$26.97	\$0.00	\$26.97
1.00	PART	VA-511843B	REAR DOOR STROBE - D/S BRACKET	\$26.92	\$26.92	\$0.00	\$26.92
2.00	PART	VA-1320995	DECAL, CLEAN OUT	\$8.99	\$17.98	\$0.00	\$17.98
3.00	PART	VA-1800128	DECAL, WARNING BOX/DOOR PROP	\$33.70	\$101.10	\$0.00	\$101.10
1.00	PART	VA-47047HC	DECAL, WARNING, PRESSURE RELIEF	\$40.96	\$40.96	\$0.00	\$40.96
5.00	PART	ZZ-SIDEWINDE R3	3" COVER W/ VELCRO	\$8.50	\$42.50	\$0.00	\$42.50
1.00	PART	ZF-1748XD	OIL FILTER	\$54.23	\$54.23	\$0.00	\$54.23
1.00	PART	SE-75028	6 WAY MALE HOUSING	\$1.08	\$1.08	\$0.00	\$1.08
1.00	PART	VA-1800165A	DECAL, GENERAL OPERATION, VACTOR	\$157.40	\$157.40	\$0.00	\$157.40
3.00	LABOR	SKAL	GENERAL LABOR	\$125.00	\$375.00	\$0.00	\$375.00
2.00	PART	ZZ-80W90	GEAR LUBE / QT.	\$13.84	\$27.68	\$0.00	\$27.68
60.00	PART	ZZ-AW68	HYDRAULIC OIL (G)	\$18.75	\$1,125.00	\$0.00	\$1,125.00
1.00	PART	VA-49929	SPRING CLIP HOLDER	\$14.02	\$14.02	\$0.00	\$14.02
1.00	PART	VA-45108HE	SINGLE AXIS J1939 JOYSTICK	\$1,166.38	\$1,166.38	\$0.00	\$1,166.38
1.00	PART	DX-ST35	3IN MALE NPT COMBO NIPPLE W/OUT KNURL UNPLATED STE	\$20.53	\$20.53	\$0.00	\$20.53
1.00	PART	VA-62637	PUMP MOUNTING PLATE	\$112.60	\$112.60	\$0.00	\$112.60
1.00	PART	VA-511694ZA	SHAFT SEAL	\$163.93	\$163.93	\$0.00	\$163.93
1.00	PART	VA-510138	DECAL, CYCLONE WASHOUT	\$3.14	\$3.14	\$0.00	\$3.14
1.00	PART	VA-48988FB	GS IP CAMERA W/IR (FRONT)	\$764.56	\$764.56	\$0.00	\$764.56
1.00	PART	VA-510138B	DECAL, HP CYCLONE WASHOUT	\$3.59	\$3.59	\$0.00	\$3.59

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Qty	Type	Part No.	Description	Rate	Price	Tax	Amount
1.00	PART	ZZ-LSZ52B	MICRO SWITCH	\$64.65	\$64.65	\$0.00	\$64.65
1.00	PART	VA-47049MU	DECAL,RODDER HOSE DATA,1,3000	\$8.20	\$8.20	\$0.00	\$8.20
1.00	PART	VA-505206A	MOUNTING BRACKET, MICROSWITCH	\$44.58	\$44.58	\$0.00	\$44.58
1.00	PART	VA-44542	CONNECTOR,1/2	\$11.98	\$11.98	\$0.00	\$11.98
(1.00)	PART	VA-1099061	CARTRIDGE-HYD FILTER	\$162.49	\$(162.49)	\$0.00	\$(162.49)
8.00	LABOR	GATE	GENERAL LABOR	\$125.00	\$1,000.00	\$0.00	\$1,000.00
1.00	PART	VA-45066E	CYLINDER,HYD,WELDED,3 X 3	\$482.21	\$482.21	\$0.00	\$482.21
1.00	OTHER			\$4,500.00	\$4,500.00	\$0.00	\$4,500.00

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

Name: _____

Signature: _____

Date: _____

Payment Terms: 45 DAYS FROM INVOICE

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PROOF OF LOSS

DATE April 12, 2023

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

Involved Risk : 2019 Freightliner Vactor – VIN: 1FVHG3FE8LHLW1537

LOSS COMPUTATION SUMMARY

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

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

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

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

230225



RESOLUTION NO.: _____

PRESENTED: JUL 19 2023

ADOPTED: _____

**Resolution Setting Public Hearing Date for the Brownfield Redevelopment Plan
for Flint Commerce Center**

The Flint City Council has been presented with a Brownfield Redevelopment Plan ("Plan") for the project described in the brownfield plan for the Flint Commerce Center.

Pursuant to the requirement of Public Act 381 of 1996, as amended, prior to approval of the Plan, the local governing body shall hold a public hearing to provide an opportunity to allow interested persons to be heard and shall receive and consider communications in writing in reference to the brownfield plan.

Any, maps, plats, and the brownfield plan will be available for public inspection at the Flint City Clerk's office and in the Planning and Development Department - Division of Community and Economic Development office by appointment. All aspects of the brownfield plan will be open for discussion at the public hearing.

IT IS RESOLVED that the Flint City Council will hold a public hearing on the above request at 5:30 p.m. on August 14, 2023 at wherever location the Flint City Council will meet on that date;

IT IS FURTHER RESOLVED that the governing body shall provide notice of the hearing to the taxing jurisdictions that levy taxes subject to capture under this Act and shall fully inform the taxing jurisdictions about the fiscal and economic implications of the proposed brownfield plan.

FOR THE CITY:

CLYDE D EDWARDS
CLYDE D EDWARDS (Jul 17, 2023 18:34 EDT)

Clyde Edwards, City Administrator

FOR THE CITY COUNCIL:

Flint City Council

APPROVED AS TO FORM:

William Kim
William Kim (Jul 14, 2023 14:45 EDT)

William Kim, City Attorney

Flint Commerce Center Brownfield Plan



Table of Contents

- Who is Ashley Capital?
- Project Overview for Brownfield Plan
- RACER Trust and Flint Commerce Center (FCC) Roles
- Conceptual Site Plan
- Regulatory Oversight
- Brownfield Plan Summary
- Success Story working with RACER Trust
- Contact Information

Who is Ashley Capital?

opportunity into value

Ownership Structure	Privately held organization focused on long-term ownership
Experience	38 years of development experience
Strong Track Record	22 million square feet in Michigan – 30 million nationally
Nationally Recognized	Consistently ranked as a top 20 commercial development firm
Community Focused	Maintains strong and lasting relationships with communities
Quality Construction	Develops Class A industrial properties using high-quality materials
Employment	Over 100 tenants and approximately 10,000 jobs located in Ashley Capital facilities in Michigan
Experienced	Specializes in the redevelopment of large industrial facilities and new construction on greenfield sites and challenging brownfield sites with wide ranging levels and types of contamination



Flint Commerce Center (formerly Buick City)



Buick City (1984)



Buick City (Today): GM demolished structures in 2000s and left slabs, foundations, and utilities behind.



Flint Commerce Center Project Overview for Brownfield Plan

- Former Buick City Site, vacant for more than 20 years
- Owned by the RACER Trust
- On-going environmental assessment and response activities performed by RACER Trust
- ~274 acres under contract with Ashley Capital (due diligence underway)
- Approximately **3.5M SF**, 7 state-of-the-art, light industrial/distribution buildings planned for the site
- New jobs anticipated **2,500 – 4,000** (based on averages in other Ashley Capital facilities)
- Investment estimated at approximately **\$300M**
- **RACER Trust will continue to have responsibility for preexisting environmental contamination on the site after sale and redevelopment.**

What is the RACER Trust?

- RACER (Revitalizing Auto Communities Environmental Response) Trust is an Environmental Response Trust and has no legal relationship with the current GM, LLC.
 - Old GM doesn't exist, its environmental response liabilities were transferred to the RACER Trust.
 - New GM is a completely different legal entity, and not responsible for property discharged in bankruptcy.
- RACER Trust was established by the U.S. Bankruptcy Court in New York in 2011 and was funded by the federal government with a dual mission of both cleanup and redevelopment.
- RACER Trust works under EGLE and/or USEPA oversight. Buick City was under USEPA oversight until 2020 until it was transferred to EGLE.
- RACER Trust cannot spend money to aid in the redevelopment costs.

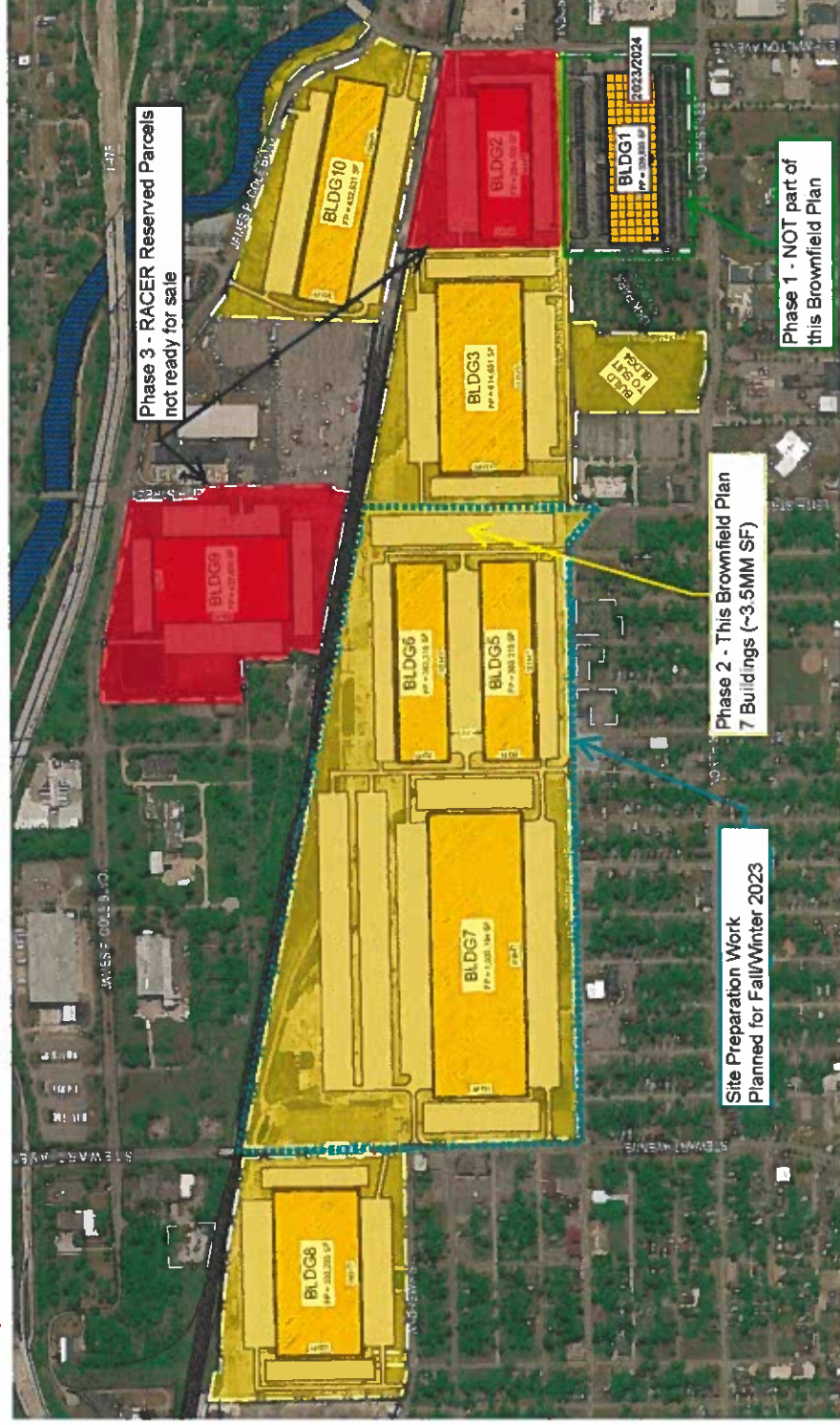
RACER Trust activities to date

- Spent over \$29M on environmental assessment and environmental response activities.
- Collected and analyzed over 4,600 soil samples and 2,000 groundwater samples.
- Installed over 775 groundwater wells to better understand groundwater conditions.
- Excavated and disposed of 1,000 cubic yards of contaminated soil.
- Treated and capped over 10,000 cubic yards of PFAS contaminated soils.
- Collected and treated over 14,000,000 gallons of contaminated groundwater.
- Installed over 50 bulkhead/plugs in old storm sewers to stop contaminated groundwater from migrating to the Flint River.
- Installed over 3,700 feet of new chemically resistant sealed storm sewer pipe to prevent contaminated groundwater from leaching to the Flint River.
- Placed Deed Restrictions on the site to prohibit certain uses, such as residential, schools, etc.

Environmental Responsibilities: RACER Trust vs FCC

- RACER Trust is responsible for:
 - Investigating and documenting the existing contamination: what kind, how much, and where?
 - Mitigating risk from the contamination to industrial standards so that the site is safe in its current vacant state (i.e. with slabs in place) and preventing contamination from leaving the site.
 - Marketing the site and selecting a qualified developer with the expertise to redevelop the brownfield site.
 - On-going monitoring and responding, as necessary, to environmental conditions, even after sale.
- RACER Trust is not responsible for (but FCC is):
 - Site work to facilitate new building construction (i.e. slab removal, demolition, new utilities to support the development, vapor barriers in new buildings).
 - Environmental costs resulting from development activities (i.e. disturbing the soils beneath slabs).

FCC Development Conceptual Site Plan



Regulatory Oversight

- RACER Trust will continue to be regulated by EGLE and USEPA, even after sale, for its environmental responsibilities.
- FCC will be regulated by all applicable laws and by several agreements with RACER Trust, EGLE, and USEPA:
 - Covenant Not Sue (CNS) with EGLE
 - Materials Management Plan (MMP) with EGLE
 - Prospective Purchase Agreement (PPA) with USEPA
 - Environmental Easement Agreement (EEA) and Remediation and Redevelopment Coordination Plan (RRCP) with RACER Trust
 - Due care under Michigan Law (e.g. use the property safely and don't make contamination worse)
 - Brownfield Work Plan will need to be reviewed and approved by EGLE

What is a Brownfield Plan?

- Land (including buildings) can be designated a “brownfield” if it is environmentally contaminated, blighted, or functionally obsolete.
- It is more expensive to develop on a brownfield site than on a greenfield site.
- The Brownfield Redevelopment Financing Act 381 of 1996 was designed to encourage and financially support the redevelopment of brownfield sites.
- Tax Increment Financing (“TIF”) is the tool used to “level the playing field” between greenfield sites and brownfield sites by reimbursing the developer with future taxes, that otherwise wouldn’t exist, for extra costs incurred due to the site being a brownfield.

How TIF Works

- Prior to development, very little property taxes are typically generated from brownfield sites.
- After completion of the redevelopment, the property value increases, and the developer pays the higher taxes.
- The difference between the taxes generated before and after development are eligible for “capture” to be used to reimburse the developer for pre-approved eligible costs.
- Only eligible expenses defined by EGLE (environmental costs) and MEDC/MSF (non-environmental) can be reimbursed.
- Ordinary development costs that would be incurred on a greenfield site are not eligible (e.g. acquisition and vertical construction costs).
- The developer takes the risk to fund the project, including both eligible and not eligible activities, up front.
- After receiving a property tax payments (twice per year), the incremental taxes paid are remitted back to the developer by the City Brownfield Redevelopment Authority.
- City is not at risk financially because developer is only reimbursed from the taxes it pays and only if they incurred the eligible costs.
- Local schools lose no tax dollars; the State reimburses lost revenue from general fund.

Summary of TIF Request

- Only eligible activities defined by the statute can be approved for reimbursement.
- Phase 1 (330K SF building) is not included in Brownfield Plan. No reimbursement of eligible activities and no taxes captured.
- Phase 2 estimated eligible activities = \$72.5M, including 15% contingency allowed by statute. This does not include the \$17M in city, county, state funding. The total estimated cost of \$89.5M was reduced by this amount.
- Capture of only 80% of incremental taxes (100% allowed by statute).
- 20% remaining of incremental taxes will pass through to normal taxing jurisdictions. This will provide immediate tax benefit to the City from the new development.
- Assumed project buildout period is approximately 16 years with a new building approximately every 2 years. This assumption is subject to market conditions.
- No interest paid on reimbursement.

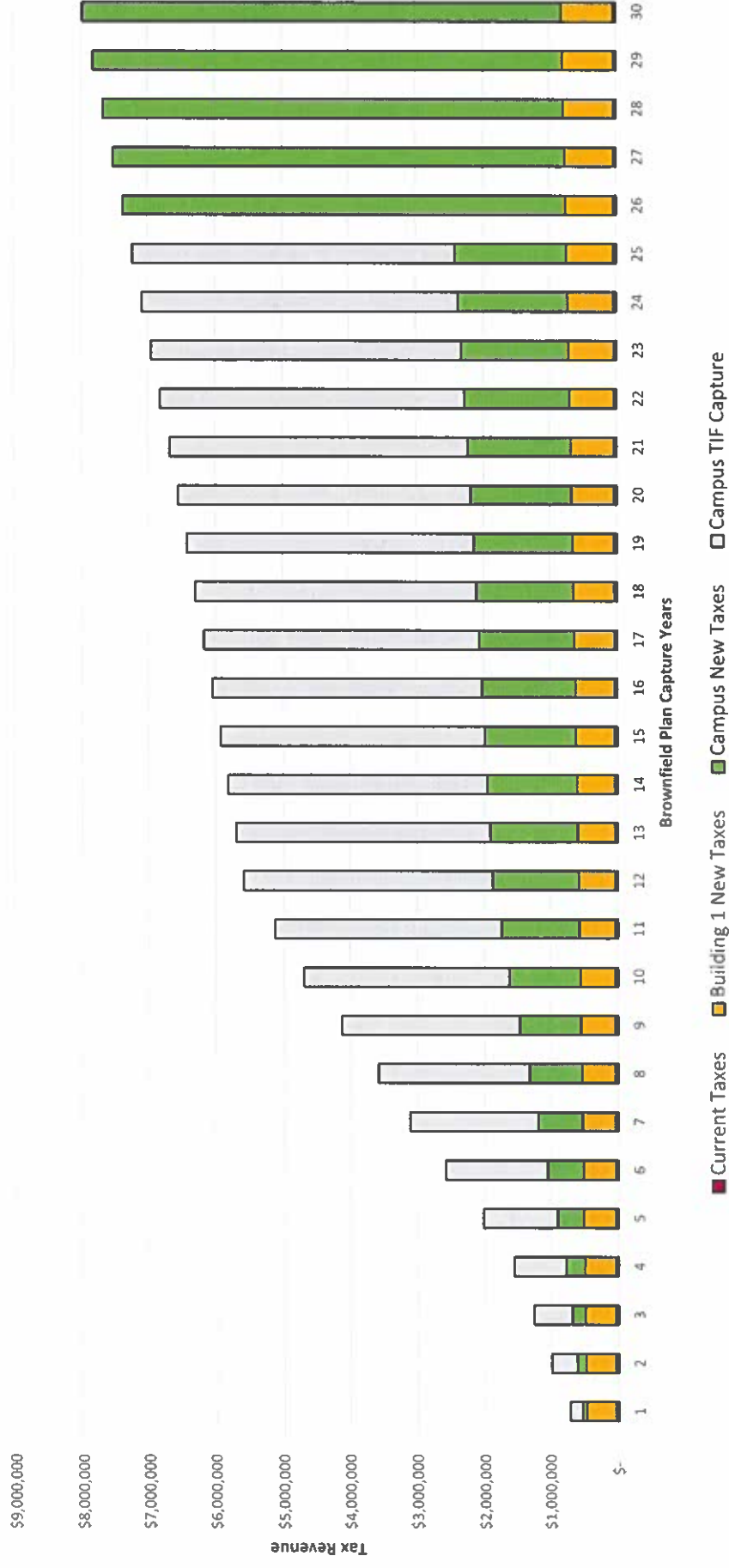
Examples of FCC Brownfield Eligible Activities (RACER Trust not responsible)

- Removal of existing slabs, foundations, and utilities.
- All new sewers will be constructed of chemically resistant materials and be sealed to prevent infiltration of contaminated groundwater.
- Replacing key RACER Trust groundwater testing wells destroyed during construction.
- Management of contaminated soil and groundwater generated during construction:
 - Testing of disturbed soils and groundwater
 - Disposal or treatment of disturbed soil and groundwater
- Installation vapor barriers in new buildings to prevent vapor intrusion, if necessary.
- Environmental oversight during construction.
- Site preparation activities such as mass grading (site is not flat).
- Geopiers to support foundations necessary because of poor soil conditions.
- Importing soil to raise site grades.

Summary of New Taxes Generated by Development

- Tax projections are based on estimated taxable value of Phase 1 provided by City of Flint Assessor.
- City taxes are estimated at 44% of total tax millages.
- Phase 1 is excluded from Plan/capture. Current taxes are estimated at \$4K/year and new taxes are estimated at \$433K/year (330K SF building).
- Phase 2 current taxes are estimated at \$43K/year and new taxes are estimated at \$5M/year (7 buildings totaling 3.5M SF).
- Projected reimbursement over 25 years with 80% capture. This assumes 2% annual inflation.
- Phase 2 new taxes at full buildout from 20% passthrough are estimated at \$1.3M/year during the reimbursement.
- Phase 2 current taxes estimated over the 25-year reimbursement period are \$1.1M, and the 20% passthrough on new taxes is estimated at \$26.9M, an increase of over 25x.
- Plan reserves the right of Flint BRA to capture 80% of new taxes for 5 years after developer reimbursement for Local Brownfield Revolving Fund (LBRF) estimated at \$21.4M.

Estimated Taxes Generated by Development



AshleyCapital

Success Story working with RACER Trust in Livonia, Michigan
Livonia West Commerce Center 2



March 2021

Former GM plating facility in Livonia. GM demolished above grade buildings, but left slabs, foundations, and utilities in place. Ashley Capital worked with RACER Trust and now the site is our ~365K SF Livonia West Commerce Center 2 Building.



August 2022



Thank you for your time

Questions can be emailed to: flint@ashleycapital.com

CITY OF FLINT DEVELOPMENT AND REIMBURSEMENT AGREEMENT

THIS DEVELOPMENT AND REIMBURSEMENT AGREEMENT ("Agreement") is made by and between **CITY OF FLINT BROWNFIELD REDEVELOPMENT AUTHORITY**, a Michigan public body corporation ("FBRA"), whose address is 1101 S. Saginaw Street, Flint, MI 48502, **CITY OF FLINT**, a Michigan municipal corporation ("CITY"), whose address is 1101 S. Saginaw Street, Flint, MI 48502, and **FLINT COMMERCE CENTER, LLC**, a Michigan limited liability company ("the Developer"; "FCC"), whose address is 2575 Haggerty Road, Suite 500, Canton Michigan. This Agreement shall be effective on the date when both FBRA and FCC have executed it ("Effective Date").

RECITALS

- A. The FBRA was created by the CITY pursuant to the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of Michigan of 1996, as amended ("Act 381"), and, pursuant to Act 381, the FBRA has prepared a Brownfield Plan which was duly approved by the City Council of the City (the "Brownfield Plan") on _____ 2023.
- B. The Developer is the owner and/or under contract to purchase 13 parcels of real property totaling 274.46 acres of land located generally south of Pierson Road and Stewart Avenue, west of James P Cole Boulevard, north of Cornelia Street, and east of Industrial Drive and North Street in Flint, Michigan. This real property legally described in "Exhibit A" attached is subsequently referred to in this Agreement as the "Project Site." The general location of the Project Site and the basis for each parcel's qualification as "Eligible Property" under Act 381 are shown on Figures 1 and 2, respectively, also provided in Exhibit A.
- C. FCC is undertaking a substantial redevelopment of the Project Site as described in Exhibit B ("the Eligible Activities"). Included in the Project are activities for which FCC may be eligible for reimbursement from FBRA funds pursuant to and in accordance with the approved Brownfield Plan, as amended. Estimated costs of eligible reimbursable activities for the Project total \$72,489,874. This amount includes \$43,865,899 non-environmental activities costs and \$28,623,975 environmental activities costs as detailed in Exhibit B. By Resolution, on _____, 2023 (the "Resolution"), the CITY OF FLINT through its City Council has approved a Brownfield Plan for FLINT COMMERCE CENTER to facilitate the redevelopment of the Project Site. The Project and Improvements will have the effect of assisting in the redevelopment and reuse of the Property, increasing the tax base within the City, and otherwise enhancing the economic vitality and quality of life in the City.
- D. Act 381 permits the FBRA to capture and use the property tax revenues generated from the Increment increase in property value of a redeveloped brownfield site constituting an "Eligible Property" under Act 381 to pay or to reimburse the payment of costs of conducting activities that meet the requirements under Act 381 of "eligible activities" (herein after "Eligible Costs").

- E. By undertaking the Improvements, the Developer will incur Eligible Costs and cost of preparation of the Brownfield Plan estimated at a cost of up to \$72,489,874 (the "Brownfield Plan Costs"), all as defined in attached Exhibit B.
- F. The amount of taxes reimbursed may be limited by the Interlocal Agreement executed by the Flint Downtown Development Authority (FDDA) and the FRDA for this project. If tax increment revenues are retained by the FDDA to meet debt service obligations per the Interlocal Agreement, the reimbursement to FCC as soon as the debt service obligation has been met.
- G. In addition to the reimbursement of Developer's Eligible Costs and Brownfield Plan Costs, tax increment revenues will be deposited in the Local Brownfield Revolving Fund (LBRF) during the Term of this Agreement.
- H. In accordance with Act 381 and subject to the terms of this Agreement, the parties desire to use the property tax revenues that are generated from an increase in the taxable value of the real property resulting from the redevelopment of the Property which the FBRA is entitled to receive (the "Tax Increment Revenues") to reimburse the Developer for the Eligible Costs and Brownfield Plan Costs and to fund the City's LBRF pursuant to Act 381.
- I. The parties are entering into this Agreement to establish the requirements and procedures for such reimbursement and funding.

TERMS AND CONDITIONS

Therefore, in exchange for the consideration in, and referred to, by this Agreement, the parties agree as follows:

- 1. Capture of Taxes.** During the term of this Agreement, the FBRA shall capture all Tax Increment Revenues from the Property in accordance with the Brownfield Plan and use those Tax Increment Revenues as provided in this Agreement.
- 2. Submission of Costs.** For those Eligible Costs and Brownfield Plan Costs for which the Developer seeks reimbursement from the FBRA, the Developer shall submit to the FBRA:
 - (1) a written statement detailing the Eligible Costs;
 - (2) a written explanation as to why they are Eligible Costs or Brownfield Plan Costs;
 - (3) copies of invoices from contractors, engineers or others who provided such services, or, for the Developer's personnel for whose services reimbursement is being sought, detailed time records showing the work performed by such individuals; and
 - (4) any other information which may be reasonably required by the FBRA or its respective auditors.

3. Payments

(a) Eighty percent (80%) of the Tax Increment Revenues (excluding school or state taxes - they will be paid in accordance with Act 381) received by the FBRA shall be paid to the Developer to reimburse it for Eligible Costs and Brownfield Plan Costs up to a maximum of \$72,489,874 or 30 years of capture, whichever occurs first. The FBRA shall retain 80% of the Tax Increment Revenues (excluding school or state taxes) for administrative fees and deposits to the LBRF for five (5) years following completion of reimbursement of Developer's Eligible Costs and Brownfield Plan Costs, but in no case shall tax increment revenues be retained such that capture extends beyond 30 years. The FBRA shall have no obligation to reimburse the Developer for Eligible Costs or Brownfield Plan Costs from Tax Increment Revenues captured and received by the FBRA after 30 years of capture and reimbursement.

(b) Unless it disputes whether such costs are Eligible Costs or Brownfield Plan Costs or the accuracy of such costs, the FBRA shall, after approval of the FBRA Board, pay to the Developer the amounts for which submissions have been made pursuant to paragraph 2 of this Agreement within 30 days after the FBRA Board has approved such payment provided Tax Increment Revenues have been received from which the submission may be wholly or partially paid. If a partial payment is made by the FBRA because of insufficient Tax Increment Revenues, the FBRA shall make additional payments toward the remaining amount within 30 days of its receipt of additional Tax Increment Revenues until all of the amounts, for which submissions have been made, have been fully paid to the Developer or to the end of the Term, whichever occurs first.

4. Adjustments. If, due to an appeal of any tax assessment or reassessment of any portion of the Property or for any other reason the FBRA is required to reimburse any Tax Increment Revenues to the City or any other tax levying unit of government, the FBRA may deduct the amount of any such reimbursement, including interest and penalties, from any amounts due and owing the Developer. If all amounts due the Developer under this Agreement have been fully paid or the FBRA is no longer obligated to make any further payments to the Developer, the FBRA shall invoice the Developer for the amount of such reimbursement and the Developer shall pay the FBRA such invoiced amount within 30 days of the Developer's receipt of the invoice. Amounts invoiced and paid to the FBRA by the Developer pursuant to this paragraph shall be reinstated as Eligible Costs for which the Developer shall have the opportunity to be reimbursed in accordance with the terms, conditions and limitations of this Agreement. Nothing in this Agreement shall limit the right of the Developer to appeal any tax assessment.

5. Development. The Developer shall commence work on the Project as soon as possible after obtaining all necessary approvals for the Project.

6. Reporting. The Developer shall submit a written report to the FBRA following completion of the Project indicating as of such date the number of new jobs located at the Project, if any, the total private investment and such other information as may be required by the FBRA for reporting purposes. Reimbursement Requests shall be reviewed by FBRA. FCC shall cooperate in the review by FBRA by providing information and documentation to supplement the Reimbursement Request as deemed reasonable and necessary by FBRA. Within thirty (30) days after submission of a Reimbursement Request, FBRA shall either approve the Reimbursement Request or identify in writing to FCC any costs in the Reimbursement Request deemed ineligible for reimbursement and

the basis for the determination. FCC shall be given thirty (30) days thereafter within which to provide supplemental information or documents in support of the Reimbursement Request or portion of it deemed ineligible by FBRA. Thereafter, except as otherwise agreed to in writing by FCC and FBRA, FBRA shall make a decision on the eligibility of the disputed cost and inform FCC in writing of its determination, which determination shall be final. The FBRA shall act on a Reimbursement Request after receipt of the requested supplemental information from FCC at the next scheduled meeting of the FBRA, and if the Reimbursement Request is deemed eligible, the FBRA shall approve the payment of the Reimbursement Request.

7. Interpretation. The Brownfield Plan and this Agreement constitute the entire agreement between the parties as to its subject. This Agreement shall not be amended or modified except in writing signed by the parties. The Agreement shall not be affected by any course of dealing and the waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision.

8. Assignment; Binding Effect. This Agreement and the rights and obligations under this Agreement shall not be assigned or otherwise transferred by any party without the consent of the other party, which shall not be unreasonably withheld, *provided, however*, the Developer may assign its interest in this Agreement to an affiliate without the prior written consent of the FBRA, *provided*, any such assignee shall acknowledge to the FBRA in writing on or prior to the effective date of such assignment its obligations upon assignment under this Agreement, *provided, further*, that the Developer may make a collateral assignment of the Tax Increment Revenues after review of such assignment and consent by FBRA's legal counsel and approval of the FBRA's Executive Director. As used in this paragraph, "affiliate" means any corporation, company, partnership, limited liability company, trust, sole proprietorship or other individual or entity which (a) is owned or controlled by the Developer, (b) owns or controls the Developer or (c) is under common ownership or control with the Developer. This Agreement shall be binding upon any successors or permitted assigns of the parties.

9. Term. It is understood and agreed that the reimbursement obligation of the FBRA under this Agreement shall commence with taxes collected beginning with the Summer 2026 tax bill (the "Commencement Date"), and shall be satisfied with the Tax Increment Revenues collected after the Commencement Date and otherwise available under the Brownfield Plan. The reimbursement obligation of the FBRA shall terminate upon the payment of all outstanding reimbursement requests up to \$72,489,874 but in no event later than Tax Increment Revenues collected beyond 30 years of capture and reimbursement (2055).

10. Miscellaneous.

10.1 Notices. All requests, demands, notices, certificates or communications desired, permitted or required to be given under this Agreement shall be in writing and deemed delivered when personally served, or when received if mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows, or if received if mailed and delivered through overnight mail:

If to FCC:

Susan Harvey
Senior Vice President
Ashley Capital, LLC
2575 S. Haggerty Road, Suite 500
Canton, MI 48188
Email: sharvey@ashleycapita.com

Copy to:
Robert Auskalnis, Vice President
Ashley Capital, LCC
9810 S. Dorchester Ave, Chicago, IL 60628
rauskalnis@ashleycapital.com

If to FBRA:

Flint Brownfield Redevelopment Authority
CITY OF FLINT
1101 S. Saginaw Street, Flint, MI 48502
Attn: _____

or to such other address as such party may specify by appropriate notice.

10.2 Amendment and Waiver. No amendment or modification of this Agreement shall be binding upon any party to this Agreement until such amendment or modification is reduced to writing and executed by all parties. No waiver of any term of this Agreement shall be binding upon any party until such waiver is reduced to writing, executed by the party to be charged with such waiver, and delivered to the other party to this Agreement.

10.3 Entire Agreement. This Agreement contains all agreements between the parties regarding the subject matter of this Agreement. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, between the parties, except to the extent reference is made to such matters in this Agreement.

10.4 Execution in Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, all of which shall constitute and be deemed an original, but all of which together shall constitute one and the same instrument binding on FCC and FBRA. This Agreement may be executed by either or both parties by electronic signature in lieu of an original signature.

10.5 Captions. The captions and headings in this Agreement are for convenience only and in no way limit, define or describe the scope or intent of any provision of this Agreement.

10.6 Applicable Law. This Agreement shall be governed in all respects, whether as to validity, construction, performance or otherwise, by the laws of the State of Michigan.

10.7 No Waiver. No waiver by a party of any Default by another party in the performance of any portion of this Agreement shall operate or be construed as a waiver of any future Default, whether like or different in character.

10.8 Survival of Covenants. The covenants and provisions into this Agreement shall survive any termination of this Agreement.

CITY OF FLINT, FBRA and FCC have caused this Agreement to be duly executed and delivered as of the date last executed below.

FLINT COMMERCE CENTER, LLC

Date: _____

By: _____

Susan Harvey

Its: Senior Vice President of Ashley Capital, LLC agent for
FLINT COMMERCE CENTER, LLC

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing Reimbursement Agreement was acknowledged before me this _____
day of _____, 2023 by _____ of _____, a
_____ corporation.

Notary Public

_____ County, _____
My Commission Expires: _____

**FLINT BROWNFIELD REDEVELOPMENT
AUTHORITY,**
a Michigan public body corporation

Date: _____

By: _____

Its: _____

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing Reimbursement Agreement was acknowledged before me this _____
day of _____, 2023 by _____ of the CITY OF FLINT
Brownfield Redevelopment Authority, a Michigan municipal corporation.

Notary Public

_____ County, _____
My Commission Expires: _____

CITY OF FLINT,
a Michigan municipal corporation

Date: _____

By: _____

Date: _____

By: _____

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing Reimbursement Agreement was acknowledged before me this _____
day of _____, 2023 by _____, of the CITY
OF FLINT, a Michigan municipal corporation.

Notary Public

_____ County, _____
My Commission Expires: _____

EXHIBIT A
Legal Description of Property

EXHIBIT B

**Brownfield Plan for FLINT COMMERCE CENTER Redevelopment
Prepared by SME dated May 26, 2023**

230226



RESOLUTION NO.: _____

PRESENTED: JUL 19 2023

ADOPTED: _____

**RESOLUTION AWARDED ARPA FUNDS TO ASSIST FLINT HOMEOWNERS IN
RESPONDING TO THE IMPACTS OF THE PANDEMIC ON HOUSING**

On March 11, 2021, the President of the United States of America signed into law the “American Rescue Plan Act of 2021”, an Act approved by the Congress of the United States, and which authorized the Treasury of the United States to disburse certain funds to local governments, including the City of Flint, which could be used for specific and defined purposes;

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

On October 24, 2022, the Flint City Council adopted an ARPA Allocation Plan for allocating the \$60,351,968.00 of the City’s remaining ARPA funding;

The category of Neighborhood Improvement (\$13,735,000 total) consisted of \$9,660,000 to be funded, including \$5,000,000 for home repair / improvement programs to provide assistance to homeowners;

Mayor Sheldon A. Neeley recommends funding up to \$5,000,000 for six community organizations as follows to continue to provide home repair and improvement resources to city of Flint residents.

Project Type	Organization Name	Amount
Home Repair Grants	Metro Community Development	\$1,500,000
External Paint Project	Court St. Village	\$175,000
Assistance program for water bills, property taxes and home insurance	Habitat for Humanity	\$875,000
City-wide Emergency Repair Program	Habitat for Humanity	\$1,500,000
Home Repair Grants to residents	GCCARD	\$800,000
Roof replacement and Home repair grants to residents	Court St. Village	\$150,000
TOTAL		\$5,000,000

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary to amend the FY24 budget to provide funding to the six community organizations listed and appropriate funding for revenue and expenditures in future fiscal years, for as long as funds are available. Funds will be paid from the American Rescue Plan Act fund (287). Before funds are

spent, the City of Flint's ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury final rules.

For the City:

CLYDE D EDWARDS

CLYDE D EDWARDS (Jul 19, 2023 08:29 EDT)

Clyde D. Edwards, City Administrator

For the City Council:

Approved as to Form:



William Kim (Jul 18, 2023 18:27 EDT)

William Kim, City Attorney

Approved as to Finance:

Jane Mager

Jane Mager (Jul 18, 2023 08:26 EDT)

Jane Mager, acting Chief Financial Officer

RESOLUTION STAFF REVIEW

Date: July 17, 2023

Agenda Item Title:

**RESOLUTION AWARDING ARPA FUNDS TO ASSIST FLINT HOMEOWNERS IN
RESPONDING TO THE IMPACTS OF THE PANDEMIC ON HOUSING**

Prepared by:

Latrese Brown, Community Liaison and Emily Doerr, Director of Planning and Development

Background/Summary of Proposed Action:

On October 24, 2022, the Flint City Council adopted an ARPA Allocation Plan for allocating the remaining \$60,351,968.00 of the City's remaining ARPA funding. The category of Neighborhood Improvement (\$13,735,000 total) consisted of \$9,660,000 to be funded, including \$5,000,000 for home repair / improvement programs to provide assistance to homeowners. A Notice of Funds Available was put out to the community and 12 applications for such programs were received with the total requests valuing \$10,720,660.00.

Through the utilization of a specific rubric and review/scoring process, the ARPA Committee recommended awards to 6 of the 12 applications totaling \$5,000,000. These selected organizations address community priorities, meet eligibility requirements, are backed by evidence of effectiveness, promote equitable outcomes, leverage other dollars, and are financially sustainable. There will be a maximum 10% administrative fee that the organizations can use for implementation. The goal for the total number of households assisted is 480 per the chart below.

To be eligible for these grants, homeowners need to have been in their house for at least one (1) year, be under 300% of the federal poverty level depending on their household size and be in good standing with the City of Flint (e.g. water bills and property taxes paid). Lower-income households will take priority over households with greater levels of income. Additionally, residents are encouraged to utilize the Michigan Homeowner Assistance Fund (MIHAF) to receive assistance with property taxes and water bills so that the Habitat for Humanity assistance program (\$875,000) can focus on home insurance assistance.

Financial Implications:

This project is included in the Mayor's American Rescue Plan Act Recovery Plan, presented to Council on July 19, 2023.

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

Project Type	Organization Name	Amount	Max per Household	Goal # Impacted
Home Repair Grants	Metro Community Development	\$1,500,000	\$10,000	135
External Paint Project	Court St. Village	\$175,000	\$10,000	15

Project Type	Organization Name	Amount	Max per Household	Goal # Impacted
Assistance program for water bills, property taxes and home insurance	Habitat for Humanity	\$875,000	\$7,500	110
City-wide Emergency Repair Program	Habitat for Humanity	\$1,500,000	\$10,000	135
Home Repair Grants to residents	GCCARD	\$800,000	\$10,000	72
Roof replacement and Home repair grants to residents	Court St. Village	\$150,000	\$10,000	13
	Total	\$5,000,000		

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 
Emily Doerr (Jul 24 2023 18:28 EDT)

Emily Doerr, Director, Planning and Development

ARPA CAC Review Process

1. Applications are “dropped” (released in system) each Wednesday
2. Committee members have until 11:59pm on Sunday to log in to review & score all applications
3. Committee Chair provides a voting sheet weekly with the application numbers (by funding opportunity) dropped that week
4. Committee Members are responsible for emailing their voting sheet to Committee Chair by Noon on Tuesday
 - Voting Sheet must include a ‘Yes’ or ‘No’ vote for every proposal
 - Proposals where Committee Member made no decision should have a request for Roundtable Discussion
 - Proposals upon which the Committee Member voted yes should have a recommended funding amount included
5. Committee Chair collects all voting sheets and tabulates votes
 - Any application receiving 7 votes of ‘no’ is disqualified from advancement
 - Any application receiving 7 votes of ‘yes’ moves forward to the award stage
6. Meetings take place on Tuesday evenings
 - Meeting is opened with review and approval of prior weeks’ minutes
 - Applications that were disqualified from advancement during e-voting are read aloud for inclusion in the minutes
7. Applications that have advanced to the award stage are reviewed individually to determine an award amount UNLESS there are 7 instances of a specific amount (i.e., Application #2345 receives 9 votes of yes with one vote of \$50,000, one vote of \$60,000, and 7 votes of \$70,000 – that application is awarded \$70,000)
 - Committee Chair reads aloud for the minutes as follows, “In the category of...with 9 votes of yes, 2 votes of no, Application #2345 on behalf of ORGANIZATION NAME is awarded \$70,000 for PROJECT NAME based on 7 votes of \$70,000”
8. If an application receives 7 votes of yes, but no amount is determined, Committee Chair presents the proposed amounts for voting
 - If no amount has been proposed, the Committee Chair opens the floor for recommendations on an award amount.
 - The Committee Chair asks each individual on record for their proposed award amount and any stipulations of said award.
 - The two award amounts with the highest number of votes (if such is the case) are then voted on for the final award amount.
 - Once an amount is set, any stipulations of award are discussed
9. Once all approved applications have been reviewed for award, the Committee moves on to Roundtable requests
 - Committee Chair presents the number of yes votes and no votes per application, then opens the floor for discussion
 - Committee Members are then able to advocate for or against the application, based on facts available to the full Committee.
 - After all interested members are allowed to advocate for/against the application currently on the floor, an in-person vote is called to determine the outcome of the application
 - Once all roundtable discussions have concluded, the meeting adjourns
10. After each meeting Committee Chair puts all finalized recommendations in an updated spreadsheet and runs all totals.
 - Totals are run by funding opportunity (i.e., Home Repair) and Category (Housing & Blight Removal)
 - For Categories with funds remaining, an email is sent to all Committee members requesting any recommendations for increased funding on awarded applications
 - An email is also sent requesting any applications for reconsideration, observing the following rules:
 - Application must have been close to receiving award (i.e., a vote of 5 yes to 6 no)
 - Application cannot have been previously discussed and voted down in Roundtable
11. Once all votes are received and the Category balances Committee Chair sends Committee a finalized document to verify all details of awards
12. Once awards are verified by the full Committee, votes are PDF’d and provided to the Mayor’s Office

Flint ARPA Community Grant Program Portal Application Questions



Project Overview Questions

The applicant must complete all the following questions below in order to save a draft of their grant application.

Project Overview

Use this section to explain your project.

Project Description *

Please describe, in detail, project activities and outcomes. (2000-character limit)

Is this a new or existing project? *

Please select one of the choices below:

Geographic Area *

Does your proposed project serve a specific geographic area(s), and/or is it serving the City's Qualified Census Tracts? Please refer to the City of Flint Wards Map in the "Support" section if needed.

Select or search options

COVID-19 Minority Population Impact *

Does this project benefit minority populations that have been disproportionately impacted by COVID19? As applicable, provide data to support the population focus and be as specific as possible. (2000-character limit)

Other Plans, Investments, or Opportunities *

Identify other plans, investments or opportunities in this geography that creates synergy to maximize project impact. (2000 character limit)

Project Duration *

Please enter the number of months your project will span. All ARPA grants distributed by the City of Flint must be fully expended by December 31, 2026. (the number of months may not exceed 45 months)

Sustainability *

Please describe how this project will be sustainable after ARPA funds are expended. (1000 character limit)

Funding *

Has this proposed project been submitted through any other City, State, Federal, or private funding process? If yes, please provide the information regarding the funding source, amount, and funding details.

Matching Funds *

Does this project have matching funds including in-kind funding? If yes, please provide the source, type of funding, status of the funding, and how much for this project. Please provide a dollar value for all in-kind funding.

Partner Organization Questions

Partner Organizations

Please use this section to describe your commitment to working with small organizations in the community. For each organization with which you plan to partner, please also indicate the dollar amount of your proposed commitment (out of your total proposed budget) that is intended to be sub-granted to each partner listed below.

You can change this list after the project is awarded.

List of Planned Partners

Create

Name	Organization Size	Organization Tax ID	Organizational Role	Estimated Commitment
Good Life LLC	26+	5432-8578	Project Manager	\$10,000.00

Save & Continue

Create

Organization Name

Organization Size

Organization Tax ID

Organization's Role with the Project

Organization's Proposed Commitment

Submit

Budget Questions

Budget



Add a row in the table below for each budget item which exceeds 5% of the total budget. For each budget line item, you may also indicate any funding you plan to receive from other sources or contribute from your organization.

Project Budget

Create

Name	Budget Category	Amount	Other Contributions	Description
Scholarship Program	Scholarships and Student Aid Costs	\$60,000.00	\$10,000.00	Money put towards offering a scholarship to any college.



Save & Continue

Create

Name

Budget category

Description

Amount requested

Contributions from other sources (including your own organization)

Submit

Key Performance Indicators Questions

Key Performance Indicators



How will you measure the success of this project?

Be as specific as possible and include at least one output and one outcome indicator. Please estimate the performance levels for Years 1, 2, and 3 of the project.

Outputs - Amount of service produced by the project.

Examples: # of clients served, meals delivered, classes held

Outcomes - The results of the project in terms of improving human, community, business, and other conditions.

Examples: # of new business start-ups, % of job training graduates who gain employment

If this is for an "existing" project, these key performance indicators should only refer to the funding specifically provided by this grant.

Key Performance Indicators

[+ Create](#)

KPI Number	Type	Name	Year 1 Estimate	Year 2 Estimate	Year 3 Estimate
KPI-1037	Output	Number of Meals Delivered	100.00	200.00	300.00



Create

Name

Type

Year 1 Estimate

Year 2 Estimate

Year 3 Estimate

Submit

Optional Document Upload Questions

Optional Document Upload



Please use this section to upload any additional relevant documents regarding project/program (i.e., letters of support, brochures, pamphlets, logic models, assessment tools, etc.)

Please upload your documents here if needed.

Add File

Name	Document Type
------	---------------

Save & Continue

Certification and Submission Questions

Certification and Submission



By submitting this application, you affirm the following statements:

Subject to Public Records Disclosure *

This application and other materials submitted to the City of Flint may constitute public records subject to disclosure under Michigan's Freedom of Information Act (FOIA).

☒ No ☐ Yes

False or Misleading Information *

Submitting false or misleading information in connection with an application may result in the applicant being found ineligible for financial assistance under the funding program, and the applicant or its representative may be required to repay the grant award. Applicants submitting false or misleading information may also be subject to civil and/or criminal prosecution.

☒ No ☐ Yes

Federal Program Compliance *

Receipt of federal funds through this grant process requires the recipient to agree to all rules, regulations, and reporting associated with this federal program.

☒ No ☐ Yes

General Information and Support Documentation *

The information submitted to the City of Flint in this application, including required supporting documentation, is true and correct.

☒ No ☐ Yes

Compliance with Applicable Laws, Regulations, Ordinances, and Orders *

The applicant is in compliance with all applicable federal, state, and local laws, regulations, ordinances, and orders and must report any and all noncompliance with said laws that could have an adverse material impact on the business. Adverse material impact includes lawsuits, criminal or civil actions, bankruptcy proceedings, or regulatory action by a governmental entity.

☒ No ☐ Yes

No Prior Assistance for the Same Expenses *

The applicant has not received other federal, state, or local assistance for the same expenses as submitted in this application.

☒ No ☐ Yes

Federal, State, and Local Taxes *

The applicant is current on all federal, state, and local (i.e., property taxes) taxes.

☒ No ☐ Yes

Submission Confirmation *

Type your name to confirm submission.

Submit

Project Evaluation Rubric



Score	Eligibility	Timeline/Feasibility	Alignment with Program Goals	Sustainability	Collaboration	Capability	Equity	Outcomes/Evidence
0	Does not meet ARPA guidelines	Low confidence that funds can be obligated by Dec. 2024 expended by Dec. 2026	The project does not align or aligns weakly with the program scope	Project does not leverage other resources and has no plans to continue post-ARPA	The project does not include community partners	Organization does not demonstrate sufficient capacity and capability to execute the proposed project	Project does not promote equity or potentially exacerbates inequities	Outcomes of the project are not well defined or measurable
2	Likely meets ARPA guidelines; may require modifications	Medium confidence that funds can be obligated by Dec. 2024 expended by Dec. 2026	The project aligns partially with the program scope	Project leverages other resources or has a plan to continue post-ARPA, but not both	The project includes partners, but they are not small community organizations	Organization appears able to execute the project, but may need technical assistance	Project generally promotes equity, but does not achieve specific equitable outcomes	Outcomes of the project are defined but not backed by strong evidence
4	Clearly meets ARPA guidelines	High confidence that funds can be obligated by Dec. 2024 expended by Dec. 2026	The project aligns strongly with the program scope	Project leverages other resources and has a plan to continue post-ARPA	The project includes strong partnerships with small community organizations (Double points)	Organization demonstrates strong capacity and capability to execute proposed project	Project promotes specific equitable outcomes (Double points)	Outcomes of the project are clearly defined and backed by strong evidence (Double points)

230227



RESOLUTION NO.: _____

PRESENTED: JUL 19 2023

ADOPTED: _____

Proposal #23000525

BY THE CITY ADMINISTRATOR:

RESOLUTION TO AMERICAN LEAK DETECTION FOR LEAK DETECTION SERVICES

WHEREAS, The Division of Purchases and Supplies solicited proposals for Leak Detection Services as requested by the Department of Public Works, and:

WHEREAS, American Leak Detection, 199 Whitney Avenue, New Haven, CT 06511, was the lowest responsive bidder for said services. Funding for said purchases will come from the following account:

591-540.300-801.000	Capital Improvement	\$151,528.00

IT IS RESOLVED, that the Proper City Officials, upon City Council's approval, are hereby authorized to enter into a contract American Leak Detection for water line leak detection in an amount not to exceed of \$151,528.00

APPROVED AS TO FORM:


William Kim (Jul 17, 2023 17:07 EDT)

William Kim, City Attorney

APPROVED AS TO FINANCE:


Jane Mager (Jul 19, 2023 08:12 EDT)

Jane Mager, Acting Chief Financial Officer

FOR THE CITY OF FLINT:


CLYDE D. EDWARDS
CLYDE D. EDWARDS (Jul 19, 2023 08:37 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:



Christopher Mumby, Acting Purchasing Manager



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 7-14-23

BID/PROPOSAL# P23-525

AGENDA ITEM TITLE: Leak Detection Services

PREPARED BY: Cheri Priest, Utilities - Water Service Center

VENDOR NAME: American Leak Detection

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The Water Department requests that a contract be issued to the above vendor for the purpose of surveying and locating areas of undetected water leaks. This is a project that the Water Department undertakes every two years. The identified leaks, once repaired, will save the City of Flint a considerable amount of both water and money due to water loss. For example, our last leak detection service identified 110 distribution leaks which was causing a water loss of 3,500,000 gallons per day, which represented a significant water and revenue loss for the City. This vendor, as the second lowest bidder, was chosen after the low bidder backed out of the bid award. We have done business with this vendor in the past and were completely satisfied with their services.

FINANCIAL IMPLICATIONS: None

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

Dept.	Name of Account	Account Number	Grant Code	Amount
2493	Capital Improvement	591-540.300-801.000	N/A	\$151,528.00
FY22/23 GRAND TOTAL				\$151,528.00

PRE-ENCUMBERED? YES ☒ NO ☐

REQUISITION NO: 23-00006856

ACCOUNTING APPROVAL Cheri Priest

Date: 07/15/2023



CITY OF FLINT

WILL YOUR DEPARTMENT NEED A CONTRACT? YES X NO

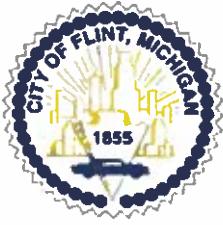
(If yes, please indicate how many years for the contract)

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

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

DEPARTMENT HEAD SIGNATURE: Paul Simpson
Paul Simpson 10/17/2023 9:16 EDT

Paul Simpson, Water Distribution Supervisor



CITY OF FLINT

Department of Public Works & Utilities

Sheldon Neeley
Mayor

Clyde Edwards
City Administrator

Paul Simpson
Water Distribution Supervisor

Entrice Mitchell
Sewer Maintenance Supervisor

MEMORANDUM

TO: Christopher Mumby
Acting Purchasing Manager

FROM: Paul Simpson 
Water Distribution Supervisor

DATE: July 11, 2023

SUBJECT: Bid Recommendation – Leak Detection Services

Recommend that proposal #P23000525 be awarded to American Leak Detection. The lowest bidder, McKim & Creed, Inc. was initially awarded the bid but was unable to agree to the terms of the City of Flint's contract. McKim & Creed, Inc. then advised the City of Flint Water Department that they were withdrawing from the bid award.



**SEALED PROPOSALS RECEIVED IN THE DIVISION OF PURCHASES & SUPPLIES
For Leak Detection Services
P23-525**

Approximate Annual Quantities – Not Guaranteed
Furnish as requested for the period 7/1/22 – 6/30/23

**Bidder #1: American Leak Detection
New Haven, CT**

1. Acoustic Leak Detection Services	Weekly Rate	\$6,400.00
2. Other Services Ass Requested	No response	No response

**Bidder #2: Utilities Services Associates
Kalispell, MT**

1. Acoustic Leak Detection Services	Weekly Rate	\$7,650.00
2. Other Services Ass Requested	N/A	N/A

**Bidder #3: McKim & Creed, Inc.
Raleigh, NC**

1. Acoustic Leak Detection Services	Weekly Rate	\$6,270.00 with a total of 24 weeks. Not to exceed \$150,480 for this project.
2. Other Services Ass Requested	Cost of Additional Pollution Insurance	If needed above the \$5M presented in the COI.

A SPECIAL NOTE FROM THE PURCHASING DIVISION

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

**FINANCE DEPARTMENT
DIVISION OF PURCHASES & SUPPLIES**



Sheldon A. Neeley, Mayor

PROPOSAL #23000525

LEAK DETECTION

Date Posted: 3/20/23

PROPOSAL NO. 23000525**CITY OF FLINT****FINANCE DEPARTMENT****DIVISION OF PURCHASES AND SUPPLIES**

City Hall, 1101 S. Saginaw Street, Room #203 – Flint, Michigan 48502

(810) 766-7340

www.cityofflint.com

Sheldon Neeley

Mayor

REQUEST FOR PROPOSALS**OWNER/RETURN TO:**

THE CITY OF FLINT

FINANCE DEPARTMENT – DIVISION OF PURCHASES AND SUPPLIES

1101 S. SAGINAW ST., ROOM 203, 2nd FLOOR

FLINT, MI 48502

PROPOSAL # 23000525**SCOPE OF WORK:**

The City of Flint, Finance Department of Purchases & Supplies, is soliciting sealed bids for providing:

LEAK DETECTION

Per the attached additional requirements.

If your firm is interested in providing the requested services, please submit:

Submit to City:

1 original, printed, signed, original proposals and signed addenda

2 additional copies unbound

1 electronic copy

Proposal submittal information **MUST** be received by the following dates and times:

1. The mail in **HARD COPY** with the original signature (signed documents) must be received by **Thursday, March 30, 2023 by 11:00 A.M. (EST)**, City of Flint, Finance Department - Division of Purchases and Supplies, 1101 S. Saginaw St., Room 203, Flint, MI, 48502. Bids must be in a sealed envelope clearly identifying the proposal name and proposal number.
2. **Electronic Copy**, please email to PurchasingBids@cityofflint.com by **Thursday, March 30, 2023 by 11:00 A.M. (EST)**. Please note that in the subject line of the email, type in the proposal name and number.
3. Faxed bids are not accepted.
4. Both mail in proposal and electronic submittal must be received by due date and time.

PLEASE NOTE: When dropping off a bid, please do not put bids in drop boxes on the outside of City Hall. Please call if you have any questions and need to drop off a bid.

All additional proposal documents, requirements, addendums, specifications, and plans/drawings (if utilized) are available on the Purchasing page of the City of Flint's web site at <https://www.cityofflint.com/finance/purchasing/bids-2/> under "open bids" and the specific bid or proposal number assigned to this notice.

Effective immediately upon release of these Bidding Documents, and until notice of contract award, all official communications from proposers regarding the requirements of this Bid shall be directed to:

Lauren Rowley
810-766-7340
lrowley@cityofflint.com

The City, or designee, shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this Bid. Addendum to this Bid may be developed and shared with all Vendors. Any other information of any kind from any other source shall not be considered official, and proposers relying on other information do so at their own risk.

NOTICE TO VENDOR Offers, subject to the conditions made a part hereof, will be received at this office, **1101 S. Saginaw St., Flint, MI 48502 for the following:**

All additional proposal documents, requirements, addendums, specifications, and plans/drawings (if utilized) are available on the Purchasing page of the City of Flint's web site at <https://www.cityofflint.com/finance/purchasing/bids-2/> under "open bids" and the specific bid or proposal number assigned to this notice.

New vendors should complete and submit a vendor application, IRS W-9 Form, and Vendor ACH Payment Authorization Form with the City of Flint. Links to these forms are available at <https://www.cityofflint.com/finance/accounts-payable-department/>.

Results may be viewed next business day online EXCEPT when a bid is under review. The bidders/public will only see the names of the bidders that submitted a bid, not their cost. This will protect the bidders cost in case there is a re-bid.
<https://www.cityofflint.com/finance/purchasing/results/> under "bid results".

City of Flint has partnered with BidNet as part of the [MITN Purchasing Group](#) (branded page link) to post

bid opportunities to this site. As a vendor, you can register with the [MITN Purchasing Group](#) and be sure that you see all available bids and opportunities. By selecting automatic bid notification, your company will receive emails once the City of Flint has a bid opportunity that matches your company's business. In addition, the site handles bid opportunities, RFPs, and RFQs for other member governmental agencies throughout Michigan. City of Flint looks forward to providing you with more bid information and simplifying the entire bid, proposal, and quote processes for everyone involved. We appreciate your cooperation and welcome your participation. If you need help registering, please call the MITN Purchasing Group support department toll free 1-800-835-4603 option #2.

Link to City of Flint open solicitations:
[MITN Purchasing Group](#) (branded page link)

Any written questions regarding this project shall be directed to Lauren Rowley, Purchasing Manager at lrowley@cityofflint.com using the subject title of "RFP #23-525 – LEAK DETECTION." Questions must be submitted by **Friday, March 24, 2023** before 10:00 A.M. (EST). Please see attached form for Question submittal form.

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Bid Opening Due Date – Thursday, March 30, 2023 at 11:00 A.M.

Bid Opening via Google Meet. The public is invited to view the opening by joining the Google Meet link below:

Bid Opening - P23-525 - Leak Detection

Thursday, March 30, 2023 · 11:00 – 11:30am

Google Meet joining info

Video call link: <https://meet.google.com/gqs-usfk-nzu>

Or dial: (US) +1 240-800-6036 PIN: 825 609 405#

More phone numbers: <https://tel.meet/gqs-usfk-nzu?pin=4330369065983>

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IN PERSON

The public is invited to view the bid opening in person by attending at McKenzie Conference Room, 2nd Floor, 1101 S. Saginaw St., Flint, MI 48502.

If you have any problems signing in, please email purchasingbids@cityofflint.com.

Sincerely,



Lauren Rowley
Purchasing Manager

INSTRUCTIONS TO VENDORS

- 1) **PRE-BID INFORMATION AND QUESTIONS:** Each bid that is timely received will be evaluated on its merit and completeness of all requested information. In preparing bids, Bidders are advised to rely only upon the contents of this Request for Proposals (RFP) and accompanying documents and any written clarifications or addenda issued by the City of Flint. If a Bidder finds a discrepancy, error or omission in the RFP package, or requires any written addendum thereto, the Bidder is requested to notify the Purchasing contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Bidders. **THE CITY OF FLINT IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.** All questions must be submitted in writing to the Finance Department of Purchases and Supplies before any pre-bid deadline (if specified) or at least one (1) week prior to the proposal opening date indicated on the front of this document.
- 2) **RFP MODIFICATIONS:** The City of Flint has the right to correct, modify or cancel the RFP, in whole or in part, or to reject any Bid, in whole or in part, within the discretion of the City of Flint, or their designee. If any such changes are made, all known recipients of the RFP will be sent a copy of such changes. If any changes are made to this RFP document by any party other than the City of Flint, the original document in the City of Flint's files takes precedence.
- 3) **PROPOSAL SUBMISSION:**
 - a) The Bidder must include the following items, or the proposal may be deemed non-responsive:
 - i) All forms contained in this RFP, fully completed.
 - b) Bids must be submitted to the Finance Department of Purchases and Supplies, City of Flint, 1101 S. Saginaw Street, Room 203, Flint, Michigan 48502 by the date and time indicated as the deadline. The Purchasing Department time stamp will determine the official receipt time. It is each Bidder's responsibility to insure that their proposal is time stamped by the Purchasing Department by the deadline. This responsibility rests entirely with the Bidder, regardless of delays resulting from postal handling or for any other reasons. Proposals will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, legal holidays as exception.
 - c) Bids must be enclosed in a sealed, non-transparent envelope, box or package, and clearly marked on the outside with the following: RFP Title, RFP Number, Deadline and Bidder's name.
 - d) Submission of a bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the Request for Proposals (RFP), and that the Contractor understands and agrees to abide by each and all of the stipulations and requirements contained therein.
 - e) All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person(s) signing the bid.
 - f) Proposals sent by email, facsimile, or other electronic means will not be considered unless specifically authorized in this RFP.
 - g) All costs incurred in the preparation and presentation of the bid are the Bidder's sole responsibility; no pre-bid costs will be reimbursed to any Bidder. All documentation submitted with the proposal will become the property of the City of Flint.

- h) Proposals must be held firm for a minimum of 120 days.
- 4) **EXCEPTIONS:** Bidder shall clearly identify any proposed deviations from the Terms or Scope in the Request for Proposals. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the bid, the City of Flint will assume complete conformance with this specification and the successful Bidder will be required to perform accordingly. Bids not meeting all requirements may be rejected.
- 5) **DUPLICATE BIDS:** No more than one (1) bid from any Bidder including its subsidiaries, affiliated companies and franchises will be considered by the City of Flint. In the event multiple proposals are submitted in violation of this provision, the City will have the right to determine which bid will be considered or, at its sole option, reject all such multiple proposals.
- 6) **WITHDRAWAL:** Bids may only be withdrawn by written notice prior to the date and time set for the opening of bids. No bid may be withdrawn after the deadline for submission.
- 7) **REJECTION/GOOD STANDING:** The City of Flint reserves the right to reject any or all bids, or to accept or reject any bid in part, and to waive any minor informality or irregularity in bids received if it is determined by the City of Flint, or their designee, that the best interest of the City will be served by doing so. No bid will be considered from any person, firm or corporation in arrears or in default to the City on any contract, debt, taxes or other obligation, or if the Bidder is debarred by the City of Flint from consideration for a contract award pursuant to Section 18-21.5 (d) of Article IV of the "Purchasing Ordinance of the City of Flint".
- 8) **PROCUREMENT POLICY:** Procurement for the City of Flint will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City. The City of Flint and their officials have the vested authority to execute a contract, subject to City Council and Mayoral approval where required.
- 9) **BID SIGNATURES:** Bids must be signed by an authorized official of the Bidder. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the City of Flint if the Bidder is determined to be the lowest Responsive and Responsible Bidder.
- 10) **CONTRACT AWARD/SPLIT AWARDS:** The City of Flint reserves the right to award by item and/or group of items. The Bidder to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the bid, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Bidder at the address designated in the bid if a separate Agreement is required to be executed. After a final award of the Agreement by the City of Flint, the Contractor/Vendor must execute and perform said Agreement. All proposals must be firm for at least 120 days from the due date of the proposal. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommendation for award, then the City may recommend the next lowest responsive and responsible Bidder.

- 11) **NO RFP RESPONSE:** Bidders who receive this RFP but who do not submit a bid should return this RFP package stating "No Bid" and are encouraged to list the reason(s) for not responding. Failure to return this form may result in removal of the Bidder's name from all future lists.
- 12) **FREEDOM OF INFORMATION ACT (FOIA) REQUIREMENTS:** Bids are subject to public disclosure after the deadline for submission in accordance with state law.
- 13) **ARBITRATION:** Contractor/Vendor agrees to submit to arbitration all claims, counterclaims, disputes and other matters in question arising out of or relating to this agreement or the breach thereof. The Contractor's/Vendor's agreement to arbitrate shall be specifically enforceable under the prevailing law of any court having jurisdiction to hear such matters. Contractor's/Vendor's obligation to submit to arbitration shall be subject to the following provisions:
- a) Notice of demand for arbitration must be submitted to the City in writing within a reasonable time after the claim, dispute or other matter in question has arisen. A reasonable time is hereby determined to be fourteen (14) days from the date the party demanding the arbitration knows or should have known the facts giving rise to their claim, dispute or question. In no event may the demand for arbitration be made after the time when institution of legal or equitable proceedings based on such claim dispute or other matters in question would be barred by the applicable statute of limitation.
 - b) Within fourteen (14) days from the date that demand for arbitration is received by the City, each party shall submit to the other the name of one person to serve as an arbitrator. The two arbitrators together shall then select a third person, the three together shall then serve as a panel in all proceedings. Any decision concurred in by a majority of the three shall be a final binding decision.
 - c) The final decision rendered by said arbitrators shall be binding and conclusive and shall be subject to specific enforcement by a court of competent jurisdiction.
 - d) The costs of the arbitration shall be split and borne equally between the parties and such costs are not subject to shifting by the arbitrator.
 - e) This provision shall survive the expiration or termination of this Agreement in perpetuity.
- 14) **BID HOLD:** The City of Flint may hold bids for a period of one hundred twenty (120) days from opening, for the purpose of reviewing the results and investigating the qualifications of bidders prior to making an award.
- 15) **NONCOMPLIANCE:** Failure to deliver in accordance with specifications will be cause for the City of Flint and they may cancel the contract or any part thereof and purchase on the open market, charging any additional cost to the Contractor/Vendor.
- 16) **DISCLAIMER OF CONTRACTUAL RELATIONSHIP:** Nothing contained in these documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.

- 17) ERRORS AND OMISSIONS:** Bidder is not permitted to take advantage of any obvious errors or omissions in specifications.
- 18) INTERPRETATION:** In the event that any provision contained herein shall be determined by a court of competent jurisdiction or an appropriate administrative tribunal to be contrary to the provision of law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court or administrative tribunal having jurisdiction over this Agreement and the interpretation thereof, or the parties hereto, so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision.
- 19) LAWS AND ORDINANCES:** The Bidder shall obey and abide by all of the laws, rules and regulations of the Federal Government, State of Michigan, Genesee County and the City of Flint, applicable to the performance of this Agreement, including, but not limited to, labor laws, and laws regulating or applying to public improvement, local government, and its operational requirements.
- 20) LOCAL PREFERENCE:** Contractors/bidders located within the corporate city limits of Flint, Michigan may be given a seven percent (7%) competitive price advantage. Additionally, if the lowest responsible bidder is not located within the limits of the City of Flint, but is located within the County of Genesee, and said bidder does not exceed the bid of the lowest non-local bidder by more than three and one-half percent (3-1/2%), then said lowest Genesee County bidder may be determined to be the lowest responsible bidder, and make the award to such Genesee County bidder accordingly, subject to the approval of the City Council. If the lowest non-local bidder does not exceed that of any Proposers/bidders by (7%) inside the City of Flint or (3-1/2%) inside the County of Genesee, then the Purchasing Director shall be allowed to request that the lowest local vendor match the price offered by the lowest non-local vendor.
- 21) MATERIAL WORKMANSHIP AND STANDARDS OF PERFORMANCE:** The Bidder agrees to exercise independent judgment and to complete performance under this Agreement in accordance with sound professional practices. In entering into this Agreement, the City is relying upon the professional reputation, experience, certification and ability of the Bidder by her/him/themselves or by others employed by her/him/them and working under their direction and control. The continued effectiveness of this Agreement during its term or any renewal term shall be contingent, in part, upon the Bidder maintaining her/his/their operating qualifications in accordance with the requirements of federal, state and local laws. All materials furnished must be new, of latest model and standard first grade quality, or best workmanship and design, unless otherwise expressly specified. Bidder, if required, must furnish satisfactory evidence of quality materials; offers of experimental or unproven equipment may be disregarded.
- 22) MODIFICATIONS/CHANGES:** Any modification to this agreement must be in writing and signed by the authorized employee, officer, board or council representative authorized to make such modifications pursuant to the State law and local ordinances.
- 23) NON-COLLUSION:** The Bidder acknowledges that by signing this document that she/he/they is/are duly authorized to make said offer on behalf of the company she/he/they represent(s) and that said bid is

genuine and not sham or collusive and not made in the interests or on behalf of any person not therein named, and that she/he/they and said bidder have not directly induced or solicited any other person(s) or corporation to refrain from responding to this solicitation and that she/he/they and said bidder have not in any manner sought by collusion to secure to themselves and said bidder any advantage over any other bidder.

- 24) NON-DISCRIMINATION:** Pursuant to the requirements of 1976 P.A. 453 (Michigan Civil Rights Act) and 1976 P.A. 220 (Michigan Handicapped Rights Act), the local unit and its agent agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status or because of a handicap that is unrelated to the person's ability to perform the duties of nondiscrimination provision identical to this provision and binding upon any and all contractors and subcontractors. A breach of this covenant shall be regarded as a material breach of this contract.
- 25) SUBCONTRACTING:** No subcontract work shall be started prior to the written approval of the subcontractor by the City. The City reserves the right to accept or reject any subcontractor.
- 26) UNION COMPLIANCE:** Bidder agrees to comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services or personnel to be furnished by the City.
- 27) WAIVER:** Failure of the City to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of that term, covenant or condition or of any other term, covenant or condition. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.
- 28) CITY INCOME TAX WITHHOLDING:** Contractor and any subcontractor engaged in this contract shall withhold from each payment to his employees the City income tax on all of their compensation subject to tax, after giving effect to exemptions, as follows:
- a) Residents of the City:
At a rate equal to 1% of all compensation paid to the employee who is a resident of the City of Flint.
 - b) Non-residents:
At a rate equal to 1/2% of the compensation paid to the employee for work done or services performed in the City of Flint.
- These taxes shall be held in trust and paid over to the City of Flint in accordance with City ordinances and State law. Any failure to do so shall constitute a substantial and material breach of this contract.
- 29) CONTRACT DOCUMENTS:** The invitation for proposal, instructions to proposal, proposal, affidavit, addenda (if any), statement of Bidder's qualifications (when required), general conditions, special conditions, performance bond, labor and material payment bond, insurance certificates, technical specifications, and drawings, together with this agreement, form the contract, and they are as fully

a part of the contract as if attached hereto or repeated herein.

30) DISCLAIMER OF CONTRACTUAL RELATIONSHIP WITH SUBCONTRACTORS: Nothing contained in the Contract Documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.

31) EFFECTIVE DATE: Any agreement between the City and the Bidder shall be effective upon the date that it is executed by all parties hereto.

32) FORCE MAJEURE: Neither party shall be responsible for damages or delays caused by Force Majeure nor other events beyond the control of the other party and which could not reasonably have anticipated the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, and acts of God. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the services may continue.

33) INDEMNIFICATION: To the fullest extent permitted by law, Bidder agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Flint, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Flint, including the Project Manager, against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Flint, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Flint, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which may arise as a result of Bidder's acts, omissions, faults, and negligence or that of any of his employees, agents, and representatives in connection with the performance of this contract. Should the Bidder fail to indemnify the City in the above-mentioned circumstances, the City may exercise its option to deduct the cost that it incurs from the contract price forthwith.

These provisions shall survive the termination or expiration of any agreement entered into as a result of this request.

- 34) INDEPENDENT CONTRACTOR:** No provision of this contract shall be construed as creating an employer-employee relationship. It is hereby expressly understood and agreed that Bidder is an "independent contractor" as that phrase has been defined and interpreted by the courts of the State of Michigan and, as such, Bidder is not entitled to any benefits not otherwise specified herein.
- 35) NO THIRD-PARTY BENEFICIARY:** No contractor, subcontractor, mechanic, material man, laborer, vendor, or other person dealing with the principal Contractor shall be, nor shall any of them be deemed to be, third-party beneficiaries of this contract, but each such person shall be deemed to have agreed (a) that they shall look to the principal Contractor as their sole source of recovery if not paid, and (b) except as otherwise agreed to by the principal Contractor and any such person in writing, they may not enter any claim or bring any such action against the City under any circumstances. Except as provided by law, or as otherwise agreed to in writing between the City and such person, each such person shall be deemed to have waived in writing all rights to seek redress from the City under any circumstances whatsoever.
- 36) NON-ASSIGNABILITY:** Contractor shall not assign or transfer any interest in this contract without the prior written consent of the City provided, however, that claims for money due or to become due to Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
- 37) NON-DISCLOSURE/CONFIDENTIALITY:** Contractor agrees that the documents identified herein as the contract documents are confidential information intended for the sole use of the City and that Contractor will not disclose any such information, or in any other way make such documents public, without the express written approval of the City or the order of the court of appropriate jurisdiction or as required by the laws of the State of Michigan.
- 38) RECORDS PROPERTY OF CITY:** All documents, information, reports and the like prepared or generated by Contractor as a result of this contract shall become the sole property of the City of Flint.
- 39) SEVERABILITY:** In the event that any provision contained herein shall be determined by a court or administrative tribunal to be contrary to a provision of state or federal law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court or administrative tribunal so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision. The invalidation of one or more terms of this contract shall not affect the validity of the remaining terms.
- 40) TERMINATION:** This contract may be terminated by either party hereto by submitting a notice of termination to the other party. Such notice shall be in writing and shall be effective 30 days from the date it is submitted unless otherwise agreed to by the parties hereto. Contractor, upon receiving such notice and prorated payment upon termination of this contract shall give to the City all pertinent

records, data, and information created up to the date of termination to which the City, under the terms of this contract, is entitled.

- 41) **TIME PERFORMANCE:** Contractor's services shall commence immediately upon receipt of the notice to proceed and shall be carried out forthwith and without reasonable delay.
- 42) **EVALUATION OF PROPOSAL:** In the City's evaluation of proposals, at minimum: cost, serviceability, financial stability, and all requirements set forth in this document shall be considered as selection and award criteria unless otherwise specified.
- 43) **PREVAILING WAGE:** When applicable, all work for this project, including that of any subcontractor or sub-subcontractor, must meet Davis-Bacon Act requirements and full prevailing wage. Information on Davis-Bacon reporting and requirements, including payroll reporting, can be found at: <https://www.dol.gov/whd/govcontracts/dbra.htm>
- 44) **INSURANCE & BONDS:** The bidder whose proposal is accepted will be required to furnish bonds and evidence of insurance within five days from date of Notice of Award. In case of failure or refusal on the part of the bidder to furnish bonds, if required, within the set period, the amount of deposit may be forfeited to the county and the contract may be awarded to the next lowest responsible bidder. Upon the notification of award and approval of the bond, the deposit will be returned to the proposer. The deposit of persons other than the one to whom an award is made will be returned to the person or persons making the proposal immediately after the contract and bonds have been executed.
- 45) **PROPOSAL SUBMISSION:** Proposals and all information requested of the vendor shall be entered in the appropriate spaces. Failure to do so may disqualify the vendor's offer. An authorized officer or employee of the bidder shall submit the proposal.
- 46) **PRICES:** Prices proposed shall be for new products in current production unless otherwise specified. Where refurbished or discontinued items are offered they must be clearly identified as such. Prices proposed shall be exclusive of any rebates due the City. Any rebates the City may be entitled to should be shown as a separate line item and include expiration date. Corrections and/or modifications received after the bid closing time specified will not be accepted. Unit prices prevail.
All prices will be bid F.O.B. DESTINATION, INCLUDE ALL DELIVERY AND ANY ADDITIONAL CHARGES, and remain in effect as specified in the quotation.
- 47) **AWARD:** Unless otherwise stated in the proposal documents, the City cannot guarantee exclusivity of the contract for the proposed products or services.
Award of the proposal shall be based upon a combination of factors, including but not limited to, adherence to proposal requirements, references and any other factors that may be in the City's best interest.
The City reserves the right to reject any and all bids, and to waive any defect or irregularity in bids. The City reserves the right to accept and separate items in the bid;
and to accept the proposal that in the opinion of the City is to the best advantage and interest

of the public we serve. The City also has the right to re-solicit bids if it is deemed to be in the best interest of the City.

The City reserves the right to reject low bids which have major deviations from our specification; to accept a higher quotation which has only minor deviations. By signing the bid, the vendor agrees to accept a split award unless the awarded vendor clearly indicates that it takes exception. The bid will be awarded to that responsible, responsive bidder whose proposal conforms to this solicitation, and will be most advantageous to the City, with regard not only to price, but also to availability of product, location and quality of product considered.

The City reserves the right to award all line items, to make no award or to award on an individual line item basis, whichever is deemed to be in the best interest of the City.

Time of delivery may be a consideration in the award.

- 48) ETHICS IN PURCHASING:** Bidders and proposers are required to comply with Flint City Ordinance 3865 in its entirety. It is incumbent upon and the responsibility of the bidder to become familiar with and comply with the Purchasing ordinances as outlined in 3865 covering chapter 18 of the Flint City Ordinances. Bidder/Proposer acknowledges in accordance with Flint City Ordinance Section 18-21.19 Ethics in Purchasing, any and all communication about the bid selection process should be directed to those City employees delegated with the authority with respect to all purchases of goods and services.

Bidder/Proposer acknowledges and agrees that while a procurement is pending, bidders and proposers shall not communicate about the solicitation with any City employee, agent, or elected official, other than the purchasing director or other City personnel identify in the solicitation. This means that bidder and proposer are prohibited from communicating orally or by written communications, including but not limited to voicemail messages, social media, email, in person, among any other form of communication while the award is pending, to the aforementioned, with the exception to those employees designated by the City. If you are unclear about the process, it is your duty and obligation to contact the designated employee(s) for clarification.

Violations of the ethics provision of the ordinance, without regard to if the violation rises to the level of a criminal violation, may subject the bidder or proposer to debarment.

- 49) BID PROTESTS:** If Bidder/Proposal believe that they are aggrieved in connection with the solicitation or award of the purchase order or contract, they may protest the action to the City as outlined in Flint City Charter Section 18-21.15.

PROPOSAL NO.23000525
LEAK DETECTION

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

❖ EXHIBIT A - SUBMITTAL WITH DETAILED SUMMARY OF PRICING

**PROPOSAL NO.23000525
LEAK DETECTION****INTRODUCTION**

The City of Flint, MI has already begun assessing portions of the water distribution system in an attempt to identify areas where system leaks have developed. This solicitation for proposals from qualified firms is for a period not to exceed (1) year to contract for services described in this RFP, which include: professional management, performance, data collection, and final report for leak detection services for the Owner's water distribution system comprised of approximately 600 miles of water main.

It is the intent of the RFP to determine the most qualified firm to which the Owner would contract these services.

SCOPE AND NATURE OF SERVICES TO BE PROVIDED**I. GENERAL INFORMATION****1.1. Objective of this Request for Proposals**

The City of Flint, MI is seeking proposals from qualified Contractors meeting the professional requirements specified herein for the purpose of providing leak detection services to minimize the amount of water lost, both surfacing and not-surfacing (background leakage) in the Owner's water distribution system using the best available technology for each pipe diameter and material.

1.2. Leak Detection Survey Technology Selection

1.2.1. For the purposes of locating the most leaks possible and reducing water loss to minimal levels, the following technologies shall be used in the leak detection survey:

1.2.1.1. Survey of all metallic (DIP, CIP, steel, galvanized) water lines 24 — inches and smaller in diameter using traditional acoustic sounding technology and methods, including hydrophones, ground mics, and correlation equipment.

1.2.1.2.

1.3. Term of Service

The contractual term for services identified in this RFP is for a period of not more than 120 days.

1.4. Schedule of Work

1.5. All services identified in this RFP will be completed by

American Leak Detection

1.6. Charges for Service

1.7. The Contractor's charge for services shall be included in a separate Cost Proposal, as indicated in this RFP.

RESPONSIBILITIES**2.1. Contractor's Responsibilities**

2.1.2. The Contractor shall obtain and pay for all permits and /or licenses as required. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses.

2.1.3. The Contractor will be required to provide a project and consulting services for those portions of the Work where such services are required to carry out Contractors responsibilities for project means, methods, techniques, sequences, and procedures. Also, a project manager will be required to assist in coordinating all work activities before, during, and after the completed project.

2.1.4. The Contractor will participate in a pre-site project investigation and planning meeting with the Owner's water personnel prior to undertaking the project. At this meeting, the Contractor will establish a timeline for project phases, including the sequencing of leak detection crews throughout the water system. Additionally, issues such as operating procedures, traffic control issues, communications protocol, data format, and any unique project requirement will be discussed.

2.1.5. The Contractor shall provide a fully qualified and properly equipped crew to safely and competently performing all work elements associated with this RFP.

2.1.6. Prior to initiating the work, the Contractor and Owner will meet in order to establish reporting and communication protocol between the two parties, including:

2.1.6.1. The use of standardized forms for field data recordation

2.1.6.2. Processing and formatting of field data using a Geographic Information System (GIS)

2.1.6.3. Use of digital photography

2.1.6.4. The use of a Global Positioning System (GPS) device to record data including configuration of the GPS unit

2.1.6.5. Communication protocol, should problems arise in the field

2.1.6.6. The Contractor shall plan their daily and weekly work schedule with the Owner in advance.

2.1.7. The Contractor shall assign a qualified GIS technician to monitor, observe, and record the activities and results of the leak detection survey, including mapping and data collection of work performed on a daily basis to ensure accuracy, the inclusion of new or revised information, and compliance with the Owner's database / mapping requirements. The Contractor shall process all GPS data associated with the leak detection survey and transfer the data to the Owner's GIS.

2.1.8. The work presented herein is to be performed across a forty (40) hour work-week, normal hours defined as 7:30 am to 4:30 pm, Monday through Friday (excluding Owner holidays). Minor adjustments to normal business hours may be necessary. Certain situations may require the work to be performed outside of normal working hours.

2.1.9. The Contractor shall be responsible for directing, supervising, assigning, and dividing the work among its employees for the full and timely completion of the planning and work required for the services outlined in this RFP.

2.1.10. The Contractor shall provide all material, equipment, and labor to conduct Leak Detection Surveys on the Owner's water system, except as provided under Owner's Responsibilities below in areas specified by the Owner.

2.2. Owner's Responsibilities

2.2.1. The Owner shall provide the Contractor with access to the work site(s). The Owner will provide all information necessary for the Contractor to obtain permits or approvals, along with any other pertinent documentation required for the Contractor's personnel and its equipment to enter the work site(s) and to perform the services outlined in this RFP.

2.2.2. Any construction, clearing, or relocation of Owners or third party's equipment, materials, structures, and / or vegetation from the work sites that might interfere with the Contractor's work shall be the Owner's responsibility.

2.2.3. The Owner will provide a qualified water system operator knowledgeable of the water network operations where the project will be performed to operate any part of the water system (e.g. valves, hydrants, blow offs, air release valves, hose bibs, customer taps, etc.) that may be necessary in performance of the work.

2.2.4.

2.2.5. The Contractor will provide all traffic control measures as necessary, up to and including blocking vehicles, cones, flaggers, and personnel to promote a safe working environment for Contractor's crews, Owner personnel, water system utility operators, and other third-party observers, including the general public.

3. Scope of Work

3.1 Acoustic Leak Detection Services

The Contractor shall perform all acoustic leak detection surveys under this RFP. The Contractor will survey and pinpoint water leaks using state of the art leak detection technology using trained, experienced professionals. Acoustic leak detection should also be able to be performed using the water column as a transmission medium.

3.2.1 A detailed report of leak locations, estimated gallons per minute (GPM) loss, and area covered is to be supplied. A report shall be provided on a monthly basis or at the completion of the project.

3.2.2 The Owner will provide a qualified water system operator knowledgeable of the water network operations where the project will be performed to operate any part of the water system (e.g. valves, hydrants, blow offs, air release valves, hose bibs, customer taps, etc.) that may be necessary in performance of the work. This operator will also be available each work day to provide assistance in the field and answer operational questions about the water system when necessary.

3.2.3 The Owner will conduct a comprehensive leak detection survey by making physical contact with available main line appurtenances (valves, hydrants, meter boxes, etc.) and / or selected customer services. A sonic leak detection sound amplification instrument designed for this purpose is to be used. Contact is then to be made with pipe

appurtenances at intervals no greater than 300 feet where contact points are available and accessible, or at predetermined distances (whichever distance is less).

- 3.2.4 When normal contact points are unavailable or cannot be created within a reasonable distance, the Contractor will make an attempt to use a sonic ground listening instrument, making physical ground contact at intervals no greater than six (6) feet directly over the pipe.
- 3.2.5 If excessive ambient noise precludes the effectiveness of the ground listening device in an area during daytime hours, the Contractor will schedule this portion of the survey for nighttime hours. The Contractor will pre-approve these situations with the Owner.
- 3.2.6 When ground cover is not a hard surface, probe rods will be used at six (6) feet intervals when normal contact points are unavailable. A sound amplification instrument with 1.5VG or greater (volts per "G") transducer is to be used with probe rods. Probe rods will be driven into the ground at a minimum of six (6) inches directly over the pipe when ground conditions allow.
- 3.2.7 A detailed report of decibel levels at suspected leak sound locations and observations will be compiled during the survey for reinvestigation and possible pinpointing at a later time.
- 3.2.8 All indications of leaks found during the survey will be verified a second time, after which the leak shall be pinpointed with a computer-based leak sound correlator. Pinpointing leak locations through interpretation of sound intensity, either by ear, decibel metering or other like methods is not used when contact points are available for use with the correlator.
- 3.2.9 Each leak will be classified according to the estimated size in gallons per minute (GPM) and hazard in order to aid in scheduling repairs. It should be noted that leak classification is not an exact science. In view of this limitation, the classification (including estimated GPM loss) is intended as an aid in scheduling repairs based upon the information available.

Leak Classifications are as follows:

- Class 1. Any leak which is hazardous in terms of potential undermining, possibly resulting in surface collapse, encroachment and / or damage to nearby utilities, commercial or private properties or leaks severe enough to warrant immediate repair.
 - Class 2. All leaks that display water losses significant enough to be monitored on a regular repair schedule.
 - Class 3. Relatively small leaks that should be repaired as workload permits.
- 3.2.10 Whenever the Owner repairs any leak detected by the Contractor, prior to completion of the field work, the Contractor shall re-survey that section of the system to be sure no extremely quiet leaks were missed due to an over powering noisy leak sound or other variable.
- 3.2.10.1.1 The Contractor will furnish, to the Owner, daily leak reports and shall also furnish a final report at the completion of the project.
- 3.2.10.1.2 The Final Report shall include:

Executive Summary showing individually recorded time for correlating, surveying and other time spent on the project. This summary also includes footage covered, approximated GPM loss, types of leaks found, quantity of leaks found and remarks recommending improvements that may be made to the distribution system.

3.2.10.1.3 Survey Review explaining the procedures and methods used during this study.

3.2.10.1.4 Leak Reports with a detailed drawing showing each leak location that was pinpointed, the type of leak found, classification, approximated time spent pinpointing, an estimate of the GPM lost, cover type, if leak location was marked and computer justification when applicable. (This same leak report shall be supplied daily to the client when leaks are found.)

4 Technical Proposal

4.2 Minimal Requirements of Items to be Addressed in RFP

4.2.1 The details of this proposal shall include information on all of the following items. Additionally, each prospective firm may submit such other information as deemed appropriate for the proper evaluation of his or her proposal.

4.2.2 Proposal shall include an informative narrative report introducing your firm. Additionally, a statement of qualifications and resume detailing the experience of all individuals responsible for providing services under this contract shall be submitted. Principals involved should be listed along with their names and addresses of the individuals placed in charge for the administration of the terms and conditions of the contract. Summary resumes of all full time employees dedicated to technical services are mandatory. A copy of the State Contractor's License MUST BE included in the response to this RFP.

4.2.3 Each Contractor shall submit a detailed insurance certificate. This insurance certificate shall detail all levels of insurance that may be required by the Owner to accept a contractual obligation which shall be, at a minimum provided by an insurance Owner, which carries an AM Best rating of A- or better. In addition, all firms shall provide a detailed certificate which indicates they carry Pollution.

Liability Insurance in the amount of no less than \$10,000,000 of coverage as well as Professional Liability Insurance of no less than \$2,000,000 and cover damages from the errors or omissions in the performance of professional engineering duties. Said pollution liability insurance must not be job specific but "blanket" coverage. A sample copy of this insurance certificate must be attached to the last page of this RFP. The Owner must be named as additional insured on certificate to be provided prior to start of work.

4.2.4 Each proposal shall include a detailed Contract Document for review by the Owner for the services requested in this RFP. This document shall be the basis by which the Contractor and Owner contract for services.

4.2.5 Each Contractor shall submit a formal Safety Program that is distributed throughout the organization and required as a condition of employment with the Contractor, stating Contractor policy and procedures on all safety procedures, in

addition to document procedures to include workers protection, confined space, and general safety procedures.

4.2.6 The proposal must demonstrate the capability to successfully manage the information flow during the course of maintaining and managing the Owner's water system components. Capability must exist for the Owner to view information via the internet.

4.2.7 The Contractor must prove that it has sufficient financial health to perform the project identified in this RFP. Therefore, the Contractor must submit the most recent audited financial reports for the past three (3) fiscal years. In no case shall the Contractor's annual revenue in the fiscal year immediately preceding this RFP be less than \$50 million.

5 PROPOSAL SUBMISSION REQUIREMENTS, GUIDELINES & CONSIDERATIONS

5.2 Objective

The Owner desires to enter into an agreement that will provide the best overall value to the Owner. This will be determined by the Owner collectively, weighing the following:

5.2.1 Contractors understanding of the Program

5.2.2 Contractor's qualifications and experience

5.2.3 Contractor's organization, key personnel, and point of contact

5.2.4 Contractor's financial health

5.2.5 Contractor's cost proposal (spreading of costs)

5.2.6 Overall responsiveness to this RFP

5.3 Proposal Submission Requirements

5.3.1 Proposal Submission Address - As stated in the RFP

5.3.2 Number of Copies - As stated in the RFP

5.3.3 Each Contractor's Technical and Cost Proposals must be bound together and submitted as one document

5.4 Late Proposals

Any proposal received after the date and time specified above will not be considered for contract award and will be returned to the Contractor unopened.

5.5 Penalties for Misrepresentation

Any material misrepresentation in the Contractor's proposal may result in termination of the contract or any other appropriate administrative sanctions and/or

legal actions.

6 PROPOSAL SIZE, CONTENT & ORGANIZATION

A proposal will set forth full, accurate, and complete information as required by this section and other sections of this RFP. Proposals will be arranged in two parts. Part I shall be a narrative and entitled "Technical Proposal" and Part II shall be the cost proposal and entitled "Cost Proposal."

PART I: Technical Proposal

Part I of the Contractor's proposal will present the technical elements of the proposal and must consist of the sections outlined herein. The Contractor shall address each of the following sections individually with their written response.

7.1 Contractor's Understanding of the Program

In this section of the technical proposal the Contractor shall present their personal understanding of the Program as defined in this RFP or as formally amended. The Contractor shall specifically state their ability to perform all work elements outlined in Section 3 addressing each item individually. The Contractor shall specifically state their ability to meet the personnel requirements specified in this RFP. The Contractor shall specifically state their ability to meet the reporting and communication requirements specified in this RFP. The Contractor shall provide a comprehensive list of all equipment, tools, and machinery that it has available to perform the work outlined in this RFP.

7.2 Contractor's Qualifications and Experience

In this section, the Contractor will describe why it is uniquely qualified to perform the work outlined in this RFP. The Contractor shall reference those situations or work assignments, where services similar to those proposed within this RFP have been performed for other utilities. The Contractor shall also provide contact information for each client including, client name, individual's name closest to the project, telephone / fax numbers, web addresses, the scope of services provided, effective dates of the contract(s) with this client, and the annual contract cost.

The Contractor shall provide a narrative on the benefits of a leak detection program and how it aligns with a comprehensive approach to Non-Revenue water reduction. Further, the Contractor shall discuss how the data generated from the program can be used to support capital planning, and other water efficiency programs. Within the narrative, the Contractor shall discuss any unique technologies, business approaches / models, information technology, and tools it has developed and is deploying within the United States that would benefit the Owner.

7.3 Contractor's Organization, Key Personnel, and Point of Contact

In this section, the Contractor will present their respective organizational chart indicating all key personnel who will be actively associated with this project, and their specific roles. The Point of Contact for this contract shall be identified as well as methods proposed to ensure responsiveness to Owner requests. Resumes for all key personnel shall be provided in sufficient detail in order to determine the nature and depth of each individual's relevant experience and their relationship to the Contractor. The Contractor shall state each individual's ability to competently perform (or oversee) the technical components of the work, specifically the engineering and GIS support, field personnel, and administrative support.

7.4 Contractor's Financial Health

In this section the Contractor will present a financial overview of their organization and shall include the firm's name, address, phone and fax numbers, history, appropriate state and federal registration numbers; and the name, title, address, and phone number of the firm's authorized

representative for the proposal. The firm's most recent audited financial reports for the past three (3) years shall be appended to the proposal.

PART II: Cost Proposal

Part II of the Contractor's proposal shall present the cost elements of the proposal. This Schedule will serve as the basis for reimbursement to the Contractor for services rendered specific to the services contained in this RFP. The Contractor must complete the Cost Proposal Form included in this RFP.

8 CONTRACTOR SELECTION PROCESS

8.2 The Owner will evaluate all proposals submitted. The Owner expressly reserves the right to reject all proposals received. Furthermore, the Owner expressly reserves the right to reject any and all proposals for any reason, and to waive any of the terms, conditions, and provisions contained in the RFP. Such waiver shall be at the discretion of the Owner, to the advantage of the Owner, and in the Owner's interest.

8.3 The Owner will conduct a preliminary evaluation of all proposals on the basis of the information provided in the technical proposal. The Owner reserves the right to make on-site visitations to assess the capabilities of individual Contractors and to contact references provided with the proposal. In addition, the Owner may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarifications. Following the review of technical proposals, the Owner shall conduct a similar review of cost proposals.

8.4 Based upon the results of the evaluation, a ranking will be established. The Owner may elect to interview the top ranking Contractor(s). The Owner will consider the following attributes of each Contractor's proposal in making this determination. Contractors shall not construe the order of these attributes as a measure of their relative importance in the evaluation.

Contractor's qualifications and experience (pursuant to criteria in Section 6.2.2)	12 Pts.
Full points for 10 or more years of documented experience. (9) points for 6 — 9 years of experience. (6) points for 3 — 5 years experience. No points for less than 3 years experience.	Deduction
Contractors organization, key personnel, and point of contact (pursuant to criteria in Section 6.2.3 .	12 Pts.
Full points for complete documentation and disclosure of all three key components. (4) point deduction for omission or failure to fully disclose each of the key components.	Deduction
Contractors understanding of the Program (pursuant to criteria in Section 6.2.1)	12 Pts.
Full points for complete documentation and disclosure of all three key components. (4) point deduction for omission or failure to fully disclose each of the key components.	Deduction
Contractor's financial health. (pursuant to criteria in Section 6.2.4)	12 Pts.

Full points will be given to the strongest balance sheets based on an average of the three years Total Debt ratio. (4) point deduction taken for all others. (6) point reduction for failure to disclose 3 years records.	Deduction
Contractor's cost proposal	40 Pts.
Lowest cost given full points. Second lowest (35) points. Each additional lower successive offer will be reduced by (10) points.	Deduction
Overall responsiveness to this RFP.	12 Pts.
Full points for completeness of all aspects of proposal. (2) point deduction for proposal elements incomplete or omitted elements of the proposal or insufficient response to any required elements.	Deduction
Maximum possible points	100 Pts.

8.4 The Owner will enter into negotiations with the highest ranked Contractor. The Contractor and the Owner may negotiate any changes desired in the RFP, if deemed in the best interest of the Owner. If a satisfactory proposed agreement cannot be negotiated with the highest ranked Contractor, negotiations will be formally terminated. Negotiations will then be undertaken with the second most qualified Contractor and so on until an agreement is reached or the Owner formally rejects the remaining proposals or cancels the solicitation process.

9 INSURANCE REQUIREMENTS

Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of the Contract. The Contractor shall procure and maintain at their own expense any additional kinds and amounts of insurance that, in their own judgment, may be necessary for their proper protection in the prosecution of the work. The Contractor shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the Owner.

Certificates of insurance shall state that thirty (30) days written notice will be given to Owner's Officials before the policy is canceled or non-renewed. No Contractor or sub-contractor will be allowed to start any work on this contract until certificates of all insurance required herein are filed and approved by Owner's Officials. The certificates shall show the type, amount, class of operations covered, effective dates, and the dates of expiration of policies. In addition, the certificates shall name the Owner as additional insured. The Contractor shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds of insurance.

9.2 Workman's Compensation and Employer's Liability Insurance

This insurance shall protect the Contractor against all claims under applicable State Workmen's Compensation Laws. The liability limits shall not be less than the required Statutory Limits for Workmen's Compensation and Employer's Liability in the amount of \$1 Each Accident, \$1 Disease-Each Employee, \$1,000,000 Disease-Policy Limit.

9.3 Contractor's Comprehensive General Liability Insurance

This insurance shall cover all operations in connection with the performance of this Contract in amounts not less than the following: coverage in the amount of \$1 for each occurrence and \$2,000,000 general aggregate and \$2,000,000 products / completed operations aggregate for claims by third parties for bodily injury, property damage or personal injury. Coverage shall be provided on an occurrence form, not claims made. No exclusions or limitations related to height of work will be

- allowed. The Comprehensive General Liability policy carried by both the prime and the sub-contractor shall be maintained by the contractor for at least two (2) years after completion of services.

9.4 Automotive Liability

The Contractor shall maintain Automobile Liability Insurance in the amount of not less than \$1 combined single limit for bodily injury or property damage liability to protect it from any and all claims arising from the use of the following:

9.4.1 Contractor's own automobiles and trucks

8.4.2 Hired / leased or rented automobiles and trucks

The aforementioned is to cover use of automobiles and trucks on and off the site of the project.

9.5 Pollution Liability

This insurance shall cover Pollution Liability in amounts of at least \$10,000,000. INCLUDE A COPY OF CONTRACTORS POLLUTION LIABILITY INSURANCE CERTIFICATE.

9.6 Contractor's Professional Liability

This insurance shall cover Contractor's Professional Liability in amounts of at least \$2,000,000.

9.7 Umbrella Liability

Umbrella or Excess Liability police in amounts of at least \$10,000,000 shall be provided.

COST PROPOSAL PRICING FORM

City of Flint, MI

CONTRACT FOR SERVICES LEAK DETECTION SERVICES RFP#

23000525

1. Acoustic Leak detection Services

Weekly Rate (based upon definition and criteria of Section 2.1.8) — With Not to Exceed

\$ 6,400.00

2. Other Services As Requested

\$ _____

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: 30 days from receipt of invoice Fed. ID #: 33-0106141

Company (Respondent): American Leak Detection

Address: 199 Whitney Avenue, New Haven, CT

City, State & Zip Code: 06511

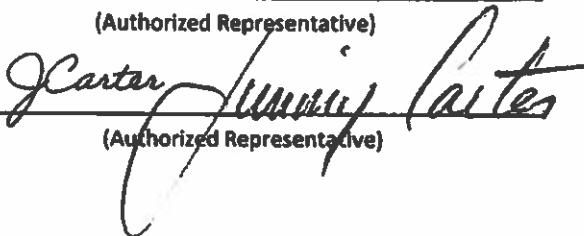
Phone / Fax Number: 760-320-9991 FAX: 760-408-4835

Email: jcarter@americanleakdetection.com

Print Name and Title: Jimmy Carter - Director of Field Services

(Authorized Representative)

Signed:


(Authorized Representative)

❖ EXHIBIT B - QUALIFICATIONS AND LICENSES REQUIREMENTS

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

Steve Gayler - Director of Operations has over 30 years experience in the Water Industry, NRW specialist, Water Management & Conservation, Pressure Management, DMA Design & Build.

Jimmy Carter - Director of Field Services has over 30 years experience in the Water Industry, Project Management, Leak Surveying/Correlation, Trainer.

Please list Licenses:

CA # 527380
OR # 226050
WA # AMERIL 080414
MI # 2102212388
MI # 2101211099

How long have you been in business?

49 years

Have you done business with the City of Flint?

Yes

If yes, please state the project name.

Leak Detection Services

**❖ 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: Golden State WaterContact Person: Larry Dees Title: _____Address: 3005 Gold Canal Dr.City: Rancho Cordova State: CA Zip: 95670Telephone: 916-207-9686 Cell Phone: 805-878-5592 Fax: _____Email: ldees@gswater.comType of Project: Leak detection services 2019,2020,2021, 2022 Rancho Cordova, Arden, Bay Point
& ClearlakeProject Timeline (Dates): 2019 - 2023 Budget: Ranging from \$20,000 - \$75,000**Reference #2:**Company/Municipality: City of SyracuseContact Person: Chris Catalano Title: _____Address: 101 North Beech StreetCity: Syracuse State: NY Zip: 13210Telephone: 315-448-8340 Cell: 315-461-7199 Fax: _____Email: ccatalano@syr.gov.netType of Project: Leak Survey of system, provide 50 days of survey work per year on 2-year contractProject Timeline (Dates): 50 Days per year Budget: \$65,000

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

Reference #3:Company/Municipality: Palm Beach CountyContact Person: Hector R. Rodriguez, P.E. Title: Manager of Operations and MaintenanceAddress: 8100 Forest Hill BoulevardCity: West Palm Beach State: FL Zip: 33413Telephone: 561-493-6219 Fax: _____Email: hrodriguez@pbcwater.comType of Project: Leak Detection Services - 2021 & 2022 & 2023Project Timeline (Dates): 2021 - 2023 Budget: \$280,000.00

❖ 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: _____

_____ OTHER: _____

Thank you for your participation in this bid.

AFFIDAVIT FOR INDIVIDUAL

STATE OF _____

S.S.

COUNTY OF _____

FOR CORPORATION

STATE OF California

S.S. 330106141

COUNTY OF Riverside

Jimmy Carter being duly sworn, deposes and says that she/he/they
is Sr. Director Field Serv of American Leak Detection
(Official Title) (Name of Corporation)

a corporation duly organized and doing business under the laws of the State of California
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 Crook County, OR in said County and State,
this 24th day of March, A.D. 20 23

Kelsey Marie Way
*Notary Public, Oregon County, Crook

My Commission expires 2-28, 20 25



Jimmy Carter / American Leak Detection 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 Crook County, OR in said County and State,
this 24th day of March, A.D. 2023

Kelsey Marie Way
*Notary Public, Crook County, Oregon

My Commission expires 2-28, 2023



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 or 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.

**LEAK DETECTION****SUBMITTAL FORM FOR QUESTIONS****Due March 24, 2023 by 10:00 A.M.**

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

None at this time

Company Name	American Leak Detection
Representative Name	Jimmy Carter
Address:	199 Whitney Ave #2 New Haven Ct 06511
Telephone Number	760-320-9991 or call 760-408-4835
Email Address	JCARTER@AmericanLeakDetection.com

Jimmy Carter
(Representative Signature)

3-24-23
Date

Please email this form to the attention of Lauren Rowley, Purchasing Manager

Email: lrowley@cityofflint.com

230229

RESOLUTION:

PRESENTED: JUL 19 2023

ADOPTED:

**RESOLUTION TO CONDUCT AN INVESTIGATIVE HEARING RELATED TO
THE DDA/DOWNTOWN DEVELOPMENT AUTHORITY
(CREDIT CARD POLICIES)**

BY THE CITY COUNCIL:

Members of the Flint City Council wish to conduct an Investigative Hearing into the credit card policies of the Downtown Development Authority (DDA) based on the individual usage information provided by the DDA to the City Council.

IT IS RESOLVED, the Flint City Council will schedule an Investigative Hearing regarding the credit card policies of the Downtown Development Authority (DDA) for _____, 2023, at _____ p.m., in order to acquire more in-depth information as it relates to the Downtown Development Authority's credit card usage.

APPROVED AS TO FORM:

APPROVED BY CITY COUNCIL:

William Kim, Chief Legal Officer



CITY OF FLINT

230208

RESOLUTION NO.: _____

PRESENTED: JUL 19 2023

ADOPTED: _____

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

BY THE CITY ADMINISTRATOR:

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

The City selected ROWE Inc as the most responsive applicant and entered into an initial contract with ROWE in the amount of \$60,000 for comprehensive zoning services. That contract was extended through December 31, 2021 for an additional \$60,000 (CO#1), extended again through June 30, 2022 for an additional \$60,000 (CO#2), then extended again through October 31, 2022 for no additional funds (CO#3), and then again through June 30, 2023 for an additional \$80,000 (CO#4). This contract is now fully expended, and due to the volume and complexity of the work, services need to continue with no break in service.

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

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



CITY OF FLINT

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

APPROVED AS TO FORM:


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

William Kim, Chief Legal Officer

APPROVED AS TO FINANCE


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

Jane Mager, Acting Chief Financial Officer

ADMINISTRATION:


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

Clyde Edwards, City Administrator

CITY COUNCIL:

Flint City Council



CITY OF FLINT

REQUISITION STAFF REVIEW FORM

TODAY'S DATE: 7/12/2023

BID/PROPOSAL# 20000569

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

PREPARED BY Emily Doerr Director, Department of Planning and Development

VENDOR NAME: Rowe, Inc.

BACKGROUND/SUMMARY OF PROPOSED ACTION:

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

The City received 2 responses, one from ROWE, Inc, and one from Fusco, Shaffer, and Pappas. Staff reviewed and evaluated both proposals. Rowe's proposal was the lowest bid and also scored highest per the evaluation criteria and the City entered into a contract with ROWE in the amount of \$60,000 for comprehensive zoning services and has executed three additional change orders for ongoing work needed and contract extensions. The last change order (Change Order #4) was a no-cost extension through June 30, 2023. The contract is now fully expended. Due to the volume of work in planning/zoning, services continue to be needed with no break in service. This resolution extends the contract until June 30, 2024 and adds an additional \$90,000.

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

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

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

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

ACCOUNTING APPROVAL: Mary Jarvis

Date: 7/12/23

Finance Approval: [Signature]



CITY OF FLINT

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐

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

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

BUDGET YEAR 1

BUDGET YEAR 2

BUDGET YEAR 3

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

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

DEPARTMENT HEAD SIGNATURE: 
Emily Doerr (Jul 20 2023 13:24 EDT)
Emily Doerr, Director, Planning and Development)



230233
RESOLUTION NO.: _____

PRESENTED: JUL 24 2023

ADOPTED: _____

Proposal #23000502

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO COMPLETE TOWING SERVICE FOR THE POLICE DEPARTMENT
TOWING AND STORAGE SERVICES – CHANGE ORDER #1 FOR FY2023**

On February 27, 2023 Flint City Council authorized the proper city officials to enter into a contract for FY23 to Complete Towing 2401 Dort Highway, Flint, MI for towing and storage services in the amount not to exceed \$285,000, and:

Towing and storage services were originally bid out and Complete Towing was the sole bidder. Funding for said services will come from the following accounts:

Account Number	Account Name	Amount
101-303.206-801.000	Professional Services	\$45,147.50

IT IS RESOLVED, that the Proper City Officials, upon City Council's approval, are hereby authorized to enter into change order with Complete Towing for towing and storage services, for an additional \$45,147.50 for an aggregate total of \$330,147.50.

APPROVED AS TO FORM:


William Kim (Jul 14, 2023 09:23 EDT)

William Kim, City Attorney

APPROVED AS TO FINANCE:


Jane Mager (Jul 14, 2023 09:05 EDT)

Jane Mager, Acting Chief Financial Officer

FOR THE CITY OF FLINT:


CLYDE D EDWARDS (Jul 18, 2023 11:25 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:



Christopher Mumby, Interim Purchasing Manager



CITY OF FLINT

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

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

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

DEPARTMENT HEAD SIGNATURE: *Terence Green*
Terence Green (Jul 13, 2023 15:41 EDT)
Terence Green Police Chief



PROPOSAL #23000502

BY THE CITY ADMINISTRATOR:

RESOLUTION TO COMPLETE TOWING SERVICE FOR POLICE DEPARTMENT TOWING AND STORAGE SERVICES

WHEREAS, The Division of Purchases and Supplies solicited proposals for towing and storage services on behalf of the City of Flint Police Department.

WHEREAS, The Police Chief has recommended, that the sole responsive bidder, Complete Towing Service, 3401 N. Dort Hwy, Flint, MI, be awarded the contract for these said services for FY2023.

WHEREAS, The Police Department is requesting a contract with Complete Towing Service, in a FY23 amount not to exceed \$285,000.00 for these stated services.

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

Account Number/Grant Code	Account Name	Amount
101-303.206-801.000	Professional Services	\$285,000.00
	FY2023 GRAND TOTAL	\$285,000.00

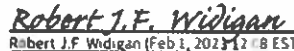
IT IS RESOLVED, that the Proper City Officials can hereby enter into a contract with Complete Towing Service for Police Department Towing and Storage services, for a total not to exceed \$285,000.00, for FY23 (07/01/22-06/30/23).

APPROVED AS TO FORM:


William Kim (Feb 1, 2023 10:22 EST)

William Kim, City Attorney

APPROVED AS TO FINANCE:


Robert J.F. Widigan (Feb 1, 2023 12:08 EST)

Robert J.F. Widigan, Chief Financial Officer

FOR THE CITY OF FLINT:


CLYDE D. EDWARDS (Feb 1, 2023 17:23 EST)

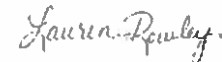
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:



FEB 27 2023

APPROVED AS TO PURCHASING:



Lauren Rowley, Purchasing Manager



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 01/31/2023

BID/PROPOSAL#: 23-502

AGENDA ITEM TITLE: Towing & Storage

PREPARED BY: Candice Smith - Police Department

VENDOR NAME: Complete Towing

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The City of Flint Police Department has to contract out towing and storage services and a bid was sent and out and Complete Towing was the sole bidder. We are requesting Services in FY23 in the amount of \$285,000.00

FINANCIAL IMPLICATIONS:

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

Dept.	Name of Account	Account Number	Grant Code	Amount
Police	Professional Services	101-303.206-801.000		\$285,000.00
		FY-23 TOTAL		\$285,000.00

PRE-ENCUMBERED? YES ☒ NO ☐ REQUISITION NO: 23-0006584

ACCOUNTING APPROVAL: Candice Smith Date: _____
auth. & Sign. (01/31/2023) (P. 1, 157)

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: Terence Green
Terence Green Jan 31 2023 10:15:57
(Terence Green - Chief of Police)



Sheldon Neeley
Mayor

FLINT POLICE DEPARTMENT
CITY OF FLINT, MICHIGAN



Terence Green
Chief of Police

MEMORANDUM

TO: Lauren Rowley, Purchasing

DATE: January 31, 2022

FROM: Terence Green, Chief of Police *tg*

SUBJECT: RECOMMENDATION - TOWING & STORAGE SERVICES - PROPOSAL #23-502

I have reviewed the bid received for Towing and Storage services. I am recommending the only bidder, Complete Towing, in the amount of \$285,000.00 for FY-23.

I am requesting that a resolution be presented to Council for the Flint Police Department to enter into a contract for the above-mentioned amount.

If you have any questions or concerns, feel free to give me a call at (810) 237-6810.

Terence Green
Terence Green (Jan 31, 2023 12:31 EST)

Terence Green
Chief of Police

Flint Police Department
210 E. Fifth Street - Flint, Michigan 48502
(810) 237-6868 FAX: (810) 237-6960

230234



RESOLUTION NO.: _____

PRESENTED: JUL 24 2023

ADOPTED: _____

RESOLUTION AUTHORIZING CHANGE ORDER #4 TO GENESEE COUNTY LAND BANK CONTRACT FOR REIMBURSEMENT AFTER DEMOLISHING PROPERTIES THEY OWN FOR WHICH THERE IS FIRE INSURANCE FUNDS HELD IN ESCROW

BY THE CITY ADMINISTRATOR:

WHEREAS, the Development Division (Building Safety and Inspections) within the Department of Planning and Development has identified an additional \$5,989.79 in fire insurance funds held in escrow by the City for a property owned by the Genesee County Land Bank (GCLB); and

WHEREAS, those funds can only be used to pay for the demolition or repair cost of the property to which they are attached – legally they cannot be used for any other purpose; and

WHEREAS, the existence of these funds has the potential to close the gap between existing resources that the GCLB has slated to demolish this building and the total cost, allowing for this building to be demolished without any financial outlay by the City; and

WHEREAS, the City of Flint has a Memorandum of Understanding in place with the GCLB which has allowed for an executed contract that is in place for a total amount of \$335,333.44 of fire insurance settlement funds held for Authority-owned properties targeted for demolition to allow the City to reimburse the GCLB for demolition work undertaken on those properties for the lesser of the cost of demolition or the amount of funds held in escrow for the subject property; and

WHEREAS, increasing the existing contract with GCLB by \$5,989.79 will allow them to request reimbursement after demolishing the additional property they own at 3201 Fleming Road which has fire insurance funds held in escrow; and

WHEREAS, due to the necessity to secure grants in order to leverage funds to complete demolitions because the fire withholding funds do not provide enough to do so, requesting the contract be extended an additional 2.5 years until December 31, 2025; and
Funding is to come from the following account:

Account Number	Account Name/Grant Code	Amount
249-000.000-393.050	Reserve for Fire Escrow	\$341,323.23
	FY22/23 Grand Total Not to Exceed:	\$341,323.23

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary to complete and execute Change Order #4 with the Genesee County Land Bank to increase the contract with GCLB by \$5,989.79 for a new contract total of \$341,323.23 and to extend the contract by 2.5 years to December 31, 2025.

APPROVED AS TO FORM:


William Kim (Jun 8, 2023 11:08 EDT)

William Kim, City Attorney

FOR THE CITY OF FLINT:


CLYDE D EDWARDS (Jun 8, 2023 17:05 EDT)

Clyde Edwards, City Administrator

APPROVED AS TO FINANCE:


Jane Mager (Jun 8, 2023 11:40 EDT)

Jane Mager, Acting Chief Financial Officer

APPROVED BY CITY COUNCIL:



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 06/05/2023

BID/PROPOSAL#

AGENDA ITEM TITLE: Resolution authoring change order #4 to Genesee County Land Bank Contract for reimbursement after demolishing properties they own for which there is fire insurance funds held in escrow.

PREPARED BY: Mary Jarvis, Planning and Development Accounting Coordinator

VENDOR NAME: Genesee County Land Bank

BACKGROUND/SUMMARY OF PROPOSEDACTION:

The Development Division within the Department of Planning and Development has identified an additional \$5,989.79 in fire insurance funds held in escrow by the City for a property owned by the Genesee County Land Bank (GCLB). Those funds can only be used to pay for the demolition or repair cost of the property to which they are attached – legally they cannot be used for any other purpose. The existence of these funds has the potential to close the gap between existing resources that the GCLB has slated to demolish this building and the total cost, allowing for this building to be demolished without any financial outlay by the City. The City of Flint has a Memorandum of Understanding in place with the GCLB which has allowed for an executed contract that is in place for a total amount of \$335,333.44 of fire insurance settlement funds held for Authority-owned properties targeted for demolition to allow the City to reimburse the GCLB for demolition work undertaken on those properties for the lesser of the cost of demolition or the amount of funds held in escrow for the subject property. Increasing the existing contract with GCLB by \$5,989.79 will allow them to request reimbursement after demolishing the additional property they own at 3201 Fleming Road which has fire insurance funds held in escrow. Due to the the necessity to secure grants in order to leverage funds to complete demolitions because the fire withholding funds do not provide enough to do so, requesting the contract be extended an additional 2.5 years until December 31, 2025.

FINANCIAL IMPLICATIONS: Funds held in the account reserved for fire escrow, 249-000.000-393.050, will be used to pay Genesee County Land Bank for reimbursement after demolishing properties they own.

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

Dept.	Name of Account	Account Number	Grant Code	Amount
Dev.	Reserve for Fire Escrow	249-000.000-393.050	N/A	Not to Exceed: \$341,323.23
FY22/23 GRAND TOTAL NOT TO EXCEED:				341,323.23



CITY OF FLINT

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

ACCOUNTING APPROVAL: Mary Jarvis Date: 06/06/23

FINANCE APPROVAL: [Signature] Date: 06/08/2023

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)

BUDGET YEAR 1

BUDGET YEAR 2

BUDGET YEAR 3

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

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

DEPARTMENT HEAD SIGNATURE:

Michael S. R.

Michael S. Reiter, Chief Development Official

230235



RESOLUTION NO.: _____

PRESENTED: JUL 24 2023

ADOPTED: _____

RESOLUTION TO ACCEPT THE STATE OF MICHIGAN DEPARTMENT OF TREASURY FINANCIALLY DISTRESSED CITIES VILLAGES AND TOWNSHIPS GRANT, AND AMEND THE FY23 BUDGET IN THE AMOUNT OF \$129,720

BY THE CITY ADMINISTRATOR:

Whereas, the State of Michigan Department of Treasury has given preliminary notice of its intent to award a Financially Distressed Cities, Villages and Townships (FDCVT) grant in the amount of \$129,720.00 toward reimbursement of expenditures required to implement the City of Flint's Essential Services Buildings project; and

Whereas, the State of Michigan requires each municipality's governing body to adopt a resolution authorizing participation in the proposed project prior to finalizing the award of grants from the State of Michigan's FDCVT grant program; and

Whereas, the City of Flint acknowledges it meets the following requirements;

1. Has filed its annual financial report (F65) or audit per the Uniform Budgeting and Accounting Act or the Uniform System of Accounting Act,
2. Has filed its financial plan (deficit elimination plan) per the Glenn Steil State Revenue Sharing Act, as applicable,
3. Is not delinquent in making payments that are due on loans issued pursuant to the Emergency Municipal Loan Act, and
4. Does not have a payment due and owing to the state,

And thus is eligible to participate in a FDCVT grant funded project; and

Whereas, the grant period is October 1 2022 through September 30 2027; and

296-172.000-702.010	Equipment	\$129,720.00
	TOTAL	\$129,720.00

IT IS RESOLVED that the appropriate City officials are authorized to participate in the FDCVT Grant for the City of Flint's essential Services Buildings project on behalf of the City of Flint. Proper City officials are authorized to provide this resolution indicating its approval to the State of Michigan, and to submit and execute documents requested by the State of Michigan relating to the FDCVT requirements.

BE IT FURTHER RESOLVED that the appropriate City officials do all things necessary to



RESOLUTION NO.: _____

PRESENTED: _____

ADOPTED: _____

accept the grant funds in the amount of \$129,720.00 and abide by the terms of Grant# 210129-23, 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 (Jul 6, 2023 11:17 EDT)

William Kim, Chief Legal Officer

Approved as to Finance:

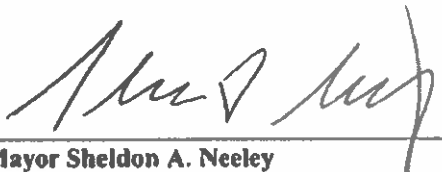

Jane Mager (Jul 6, 2023 15:46 EDT)

Jane Mager, Acting Chief Financial Officer

For the City of Flint


CLYDE D EDWARDS (Jul 6, 2023 16:53 EDT)

Clyde D. Edwards, City Administrator


Mayor Sheldon A. Neeley

Approved by City Council



RESOLUTION NO.: _____

PRESENTED: _____

ADOPTED: _____

RESOLUTION STAFF REVIEW

Date: July 7 2023

Agenda Item Title:

RESOLUTION TO ACCEPT THE STATE OF MICHIGAN DEPARTMENT OF TREASURY FINANCIALLY DISTRESSED CITIES VILLAGES AND TOWNSHIPS GRANT, AND AMEND THE FY23 BUDGET IN THE AMOUNT OF \$129,720

Prepared by:

Seamus Bannon – Mayor's Office

Background/Summary of Proposed Action:

The State of Michigan Department of Treasury has given preliminary notice of its intent to award a Financially Distressed Cities, Villages and Townships (FDCVT) grant in the amount of \$129,720.00 toward reimbursement of expenditures required to implement the City of Flint's Essential Services Buildings project. The State of Michigan requires each municipality's governing body to adopt a resolution authorizing participation in the proposed project prior to finalizing the award of grants from the State of Michigan's FDCVT grant program. This funding will be used to purchase security equipment to be installed at the City's Essential Services Buildings.

296-315.706-977.000	Equipment	\$129,720.00
	TOTAL	\$129,720.00

Financial Implications:

\$129,720.00 will be added to the FY23 budget in 296-315.706 grant code SMDT-FDCVT23

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 Bannon, Mayor's Office

**FINANCIALLY DISTRESSED CITIES, VILLAGES, AND TOWNSHIPS
GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF TREASURY
AND FLINT CITY**

This Grant Agreement ("Agreement") is made between the Michigan Department of Treasury, Revenue Sharing and Grants Division ("Treasury") and Flint City ("Grantee").

The purpose of this Agreement is to provide funding to a financially distressed municipality with conditions that indicate probable financial distress. Legislative appropriation of funds for grant assistance is set forth in 2022 Public Act 166. This Agreement is subject to the terms and conditions specified herein.

Grant #: 210129-23
Project Name: City of Flint's Essential Services Buildings
Amount of grant: \$129,720.00
Start Date: October 1, 2022
End Date: September 30, 2027

GRANTEE CONTACT:

Lottie Ferguson, Chief Resilience Officer

Name/Title

Flint City

Municipality Name

1101 S Saginaw St

Address

Flint, MI 48502

City, State, Zip Code

(810) 237-2006

Telephone Number

lferguson@cityofflint.com

E-mail Address

CV0047760

Vendor/Customer Number

TREASURY CONTACT:

Evah Cole, Division Administrator

Name/Title

Revenue Sharing and Grants Division

Division

P.O. Box 30722

Address

Lansing, MI 48909

City, State, Zip Code

(517) 335-7484

Telephone Number

(517) 335-3298

Fax Number

TreasRevenueSharing@michigan.gov

E-mail Address

I. AGREEMENT SCOPE

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

- (A) The scope of this agreement is limited to activities specified in Appendix A, and such activities as are authorized by Treasury under this Agreement. Any change in agreement scope requires written approval in accordance with Section III (Amendments) of this Agreement.
- (B) By entering into 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. CONTRACT PERIOD

The Agreement shall be effective from the Start Date until the End Date specified on page 1. Treasury 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 incurred or paid by the Grantee prior to the Start Date or after the End Date of this Agreement will not be reimbursed under the Agreement.

III. AMENDMENTS

Any desired amendments to this Agreement shall be requested by the Grantee in writing and shall not be effective unless approved in writing by Treasury. Treasury reserves the right to deny requests for amendments to the Agreement or to the appendices. No amendments can be implemented without written approval by Treasury.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

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

- (A) The Grantee must complete and submit semiannually the *Financially Distressed Cities, Villages, and Townships Narrative Report* (Form 5196) and the *Financially Distressed Cities, Villages, and Townships Financial Status Report* (Form 5198). These forms shall be due according to the following schedule:

Reporting Period	Due Date
October 1 – March 31	April 30
April 1 – September 30	October 30

The forms shall be submitted to Treasury's contact at the e-mail address on page 1.

- (B) For a payment reimbursement, the Grantee must complete and submit a *Financially Distressed Cities, Villages, and Townships Reimbursement Request* (Form 5199). The reimbursement request

Financially Distressed Cities, Villages, and Townships Grant Agreement
Flint City
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must include supporting documentation (copies of original invoices, cancelled checks, and any other report that would support the request) of eligible project expenditures.

The form shall be submitted to Treasury's contact at the address on page 1.

Treasury shall make reimbursements upon receipt of a reimbursement request form, not more than once a month, provided that the Grantee is in compliance with all terms and conditions of this Agreement, and dependent upon state appropriations.

Funds may not be released to the Grantee, if the Grantee:

1. Has not filed its annual financial report (F66) or audit per the Uniform Budgeting and Accounting Act, 1968 Public Act 2, as amended (MCL 141.421 to 141.440a) or the Uniform System of Accounting Act, 1919 Public Act 71, as amended (MCL 21.41 to 21.55), or
2. Has not filed its financial plan (deficit elimination plan) per the Glenn Steil State Revenue Sharing Act, 1971 Public Act 140, as amended (MCL 141.921), or
3. Is delinquent in making payments that are due on loans issued pursuant to the Emergency Municipal Loan Act, 1980 Public Act 243, as amended (MCL 141.931 to 141.942), or
4. Has a payment due and owing to the state.

(C) The Grantee must complete and submit a final *Financially Distressed Cities, Villages, and Townships Narrative Report* (Form 5196) and *Financially Distressed Cities, Villages, and Townships Financial Status Report* (Form 5198). The Grantee shall submit the final reports, including any outstanding deliverables, within 30 days from the End Date of the Grant, specified on page 1.

The forms shall be submitted to Treasury's contact at the e-mail address on page 1.

(D) One year after the date of the Final Closeout letter from Treasury, the Grantee must complete and submit a *Financially Distressed Cities, Villages, and Townships Final Follow-up Report* (Form 5197).

The form shall be submitted to Treasury's contact at the e-mail address on page 1.

V. GRANTEE RESPONSIBILITIES

- (A) The Grantee agrees to abide by all local, state, and federal laws, rules, ordinances, and regulations in the performance of the activities funded by 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 of Michigan or any other entity.
- (C) The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this grant or from any expenditure of grant funds.

- (D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the Grantee or its contractor(s) under this Agreement. The Grantee or its contractor(s) shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.
- (E) Treasury'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. Treasury'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 (or failure of performance) of this Agreement.
- (F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with Treasury 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 prosecution, civil suit, and/or termination of the grant.
- (G) The Grantee must comply with all Conditions contained in its application for the grant, a copy of which is attached as Appendix B.

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 Treasury funded all or a portion of its development.

Treasury retains an irrevocable license to reproduce, publish and use in whole or in part, and authorize others to do so, any copyrightable material submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that Treasury can use in accordance with this paragraph.

Unless otherwise specified in this Agreement, the Grantee may not patent products or processes developed under this Agreement.

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 Treasury. Treasury does not assume responsibility regarding the contractual relationships between the Grantee and any contractor.

VIII. CONTRACTS

Treasury 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, Treasury will consider the Grantee to be the sole point of contact regarding contractual matters, including payment of any and all charges resulting from the anticipated Grant. All contractors used by the Grantee in completing 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 Public Act 453, as amended (MCL 37.2101 et seq), the Persons with Disabilities Civil Rights Act, 1976 Public Act 220, as amended (MCL 37.1101 et seq), and all other federal, state, and local fair employment practices and equal opportunity laws. The Grantee agrees to include in every contract 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. LIABILITY

- (A) The Grantee, not Treasury, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities carried out or to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, any contractor, or anyone employed by the Grantee.
- (B) All liability as a result of claims, demands, costs, or judgments arising out of activities carried out or to be carried out by Treasury in the performance of this Agreement is the responsibility of Treasury and not the responsibility of the Grantee, if the liability is caused by any Treasury employee or agent.
- (C) In the event that liability arises as a result of activities conducted jointly by the Grantee and Treasury in fulfillment of their responsibilities under this Agreement, such liability is held by the Grantee and Treasury in relation to each party's responsibilities under these joint activities.
- (D) Nothing in this Agreement may be construed as a waiver of any governmental immunity by the Grantee, Treasury, their agents, or their employees as provided by statute or court decisions.

XI. ANTI-LOBBYING

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 of Michigan.

XII. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its contractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from 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 agreement under a public transaction; 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.

XIII. AUDIT AND ACCESS TO RECORDS

Treasury reserves the right to conduct a programmatic and financial audit of the project, and Treasury may withhold payment until the audit is satisfactorily completed. The Grantee is required to maintain all pertinent records and evidence pertaining to the Grant Agreement, including grant funds, in accordance with generally accepted accounting principles and other procedures specified by Treasury. Treasury 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 seven years after the Final Closeout letter has been issued to the Grantee by Treasury.

XIV. INSURANCE

- (A) The Grantee must maintain insurance or self-insurance, satisfactory to Treasury, that will protect Treasury from claims that may arise from the Grantee's actions under this Agreement or from the actions of others for whom the Grantee may be held liable.
- (B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XV. OTHER SOURCES OF FUNDING

The Grantee guarantees that any payments for which claims for reimbursement are made to Treasury under this Agreement will not be financed by any source other than Treasury under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from the Grantee's reimbursement request(s), or to immediately refund to Treasury, the total amount representing such duplication of funding.

XVI. COMPENSATION

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

Financially Distressed Cities, Villages, and Townships Grant Agreement
Flint City
Grant # 210129-23
June 23, 2023

- (B) Expenditures incurred or paid by the Grantee prior to the Start Date or after the End Date of this Agreement will not be reimbursed under the Agreement.
- (C) Treasury will approve reimbursement requests after approval of reports and related documentation as required under this Agreement.
- (D) Treasury reserves the right to request additional information necessary to substantiate reimbursement requests.
- (E) Reimbursements under this Agreement may be processed by Electronic Funds Transfer (EFT) at Treasury's discretion. In order to be eligible to receive reimbursements by EFT, the Grantee must register at the SIGMA Vendor Self Service website (www.michigan.gov/SigmaVSS).

XVII. CLOSEOUT

- (A) A determination of project completion, which may include a site inspection and an audit, shall be made by Treasury after the Grantee has satisfactorily completed the activities, and provided products and deliverables described in Appendix A.
- (B) Upon issuance of the Final Closeout letter from Treasury, the Grantee releases Treasury from all claims against Treasury arising under this Agreement. Unless otherwise provided in this Agreement or by State law, the Final Closeout letter shall not constitute a waiver of Treasury's claims against the Grantee.
- (C) The Grantee shall immediately refund to Treasury any reimbursements in excess of the costs allowed by this Agreement.

XVIII. CANCELLATION

This Agreement may be cancelled by Treasury, upon thirty (30) days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by Treasury and the Grantee.

XIX. TERMINATION

- (A) This Agreement may be terminated by Treasury as follows.
 - (1) Upon thirty (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 other applicable laws or rules.
 - b. If the Grantee knowingly and willingly presents false information to Treasury for the purpose of obtaining this Agreement or any reimbursement under this Agreement.
 - c. If Treasury 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

Financially Distressed Cities, Villages, and Townships Grant Agreement
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Treasury in an attempt to secure a contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.

- d. During the thirty (30) day written notice period, Treasury will withhold reimbursement for any terminations under subparagraphs a through c, above.
 - e. If the Grantee or any contractor of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Department of Licensing and Regulatory Affairs or its successor.
- (2) Immediately, upon written notice, and without further liability to Treasury, if the Grantee, or any agent of the Grantee, or any agent of any contractor 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;
 - d. Convicted of any other criminal offense which, in the sole discretion of Treasury, reflects on the Grantee's business integrity; or
 - e. Added to the federal or state Suspension and Debarment list.

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

XX. DISCLOSURE OF INFORMATION

All reports or other printed or electronic material are public information under the Freedom of Information Act, 1976 Public Act 442, as amended (MCL 15.231 to 15.246).

Financially Distressed Cities, Villages, and Townships Grant Agreement
Flint City
Grant # 210129-23
June 23, 2023

XXI. CERTIFICATION

The individuals signing below certify by their signatures that they are authorized to sign this Grant Agreement on behalf of their agencies, that the parties will fulfill the terms of this Agreement, including the attached appendices, as set forth herein, and that no part of the agreement has been altered or changed.

FOR THE GRANTEE:

Signature

MAMOR SHELDON ANGELEY

Name/Title

Date

7/11/23

FOR TREASURY:

Signature

Date

Name/Title

Financially Distressed Cities, Villages, and Townships Grant Agreement
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**APPENDIX A -
 APPROVED BUDGET AMOUNTS**

City of Flint's Essential Services Buildings

Below is the approved budget for your grant project. Please note, we have assigned budget categories to each of your original budget line items. Use these categories when submitting your reimbursement requests* and when completing your Financial Status Reports.

Budget Category	Budget Description	Application Budget Amount	Award Budget Amount	Comments
Equipment - Replacement	Surveillance Cameras for Water Service Center - 3310 E. Court St.	\$48,006.84	\$48,007.00	Includes cameras, installation, hardware, and support
Equipment - Replacement	Surveillance Cameras for Water Plant - 4500 Dort Hwy.	\$81,713.10	\$81,713.00	Includes cameras, installation, hardware, and support
	Water Pumping Station - 2401 University Ave.	\$34,142.76	\$.00	Denied
	Water Pollution Control - G4652 Beecher Rd.	\$62,854.13	\$.00	Denied
	Budget Total	\$226,716.83	\$129,720.00	

*Reimbursement requests must include copies of invoices and cancelled checks (or equivalent) supporting the costs.

Grant Administration Fees: Grant administration fees are not reimbursable expenses.

Work Plan/Timeline: Prior to the release of funds, the grantee will provide to Treasury an updated work plan/timeline, related to the line items for which grant funding was received. The work plan/timeline should include estimated completion dates and a description of the deliverable for each step.

Initials: *Kn* Date: 7/11/23

Financially Distressed Cities, Villages, and Townships Application (FY 2023)

(Issued under authority of 2022 Public Act 168)

CONDITIONS

Implementation of Proposal:

Within sixty (60) days following the Michigan Department of Treasury's Notification of Intent to Award letter, the grantee agrees to submit the signed Grant Agreement and Board Resolution, indicating approval of the proposal and Financially Distressed Cities, Villages, and Townships grant funding, or be subject to automatic cancellation of the grant. No grant funding will be released until the required signed Grant Agreement, Board Resolution, and a final work plan pertaining to the funds awarded have been received by Treasury.

Proposal Clarification:

The Michigan Department of Treasury reserves the right to award funds for an amount other than requested and/or request changes to, or clarification of, any and all applications received.

Prior to executing any changes to the scope of the proposal, the selected grantee must inform (in writing) the Michigan Department of Treasury of the proposed changes. The department will notify the grantee within thirty (30) days whether the proposed changes fall under the original grant award.

Eligible Expenditures:

Grant award funds must be used to make payments to reduce unfunded accrued liability; to repair or replace critical infrastructure and equipment owned or maintained by the city, village, or township; to reduce debt obligations; for costs associated with a transition to shared services with another jurisdiction; or to administer other projects that move the city, village, or township toward financial stability. The focus will be on the repair or replacement of obsolete critical infrastructure or equipment, and service consolidation(s).

Expenditures:

1. The grantee understands and agrees that all expenditures from the grant will:
 - Be used to ensure efficient administration of the proposal.
 - Be permissible under state and federal law and consistent with statewide policies, regulations, and practices.
 - Be adequately supported by source documentation, including invoices, cancelled checks and electronic payment confirmations.
 - Only be for items approved in the Grant Agreement.
2. The grantee agrees to use the approved purchasing practices and bid procedures required by the "Grantee" for expenditures involving proposal activity.
3. The grantee agrees to maintain accounting records following generally accepted accounting principles for the expenditure of grant funds. The grantee agrees to record all revenues and expenditures in a fund or account separate from the grantee's other funds or accounts.
4. The grantee agrees to maintain all documentation for costs incurred for a seven-year period following the Michigan Department of Treasury Final Closeout letter.

Release of Funds:

Payments to the "Grantee" may be made on a monthly reimbursement basis, providing the grantee is in compliance with all terms and conditions of the grant, and dependent upon state appropriations.

For a payment reimbursement, a completed *Financially Distressed Cities, Villages, and Townships Reimbursement Request* (Form 5199) must be submitted to the Michigan Department of Treasury. Source documentation supporting the requested reimbursement amount must be attached to the reimbursement request form. At a minimum, the source documentation should include copies of the original invoices, cancelled checks, and any other report that would support the request.

Financially Distressed Cities, Villages, and Townships Application (FY 2023)

Issued under authority of 2022 Public Act 168

CONDITIONS CONTINUED

The "Grantee's" Chief Financial Officer or Chief Administrative Officer must sign and date the *Financially Distressed Cities, Villages, and Townships Reimbursement Request* (Form 5199).

Funds may not be released to the "Grantee" if the grantee:

1. Has not filed their annual financial report (F65) or audit per the Uniform Budgeting and Accounting Act, 1968 Public Act 2, as amended (MCL 141.421 to 141.440a) or the Uniform System of Accounting Act, 1919 Public Act 71, as amended (MCL 21.41 to 21.55), or
2. Has not filed their financial plan (deficit elimination plan) per the Glenn Steil State Revenue Sharing Act, 1971 Public Act 140, as amended (MCL 141.921), or
3. Are delinquent in making payments that are due on loans issued pursuant to the Emergency Municipal Loan Act, 1980 Public Act 243, as amended (MCL 141.931 to 141.942), or
4. Has a payment due and owing to the state.

Forfeiture and Repayment of Grant Funds:

If any conditions and provisions in the Grant Agreement are not met by the grantee, the grantee agrees to forfeit any future grant funds for this proposal and agrees that any grant funds previously reimbursed to the grantee may be required to be repaid to the State. At the discretion of the State Treasurer, repayments may be fulfilled by the Michigan Department of Treasury through the diversion of revenue sharing payments issued to the grantee under the Glenn Steil State Revenue Sharing Act of 1971 (1971 PA 140) or the Michigan Department of Treasury's FY 2023 appropriation act (2022 PA 166), until all grant funds previously reimbursed for this project have been repaid to the State.

Reporting Requirements:

1. *Semiannual Narrative and Financial Status Reports* – The awarded grantee shall submit to the Michigan Department of Treasury semiannually, signed and dated, narrative and financial status reports. The reports are due April 30 and October 30.
 - a. *Narrative Report (NR)* (Form 5196) – should present the following information:
 - i. Name of Grantee and Grant Number
 - ii. Reporting Period (i.e. October 1, 2022-March 31, 2023, April 1, 2023-September 1, 2023, etc. ...). The initial filing will be due on October 30, 2023, and cover the period of October 1, 2022, to September 30, 2023.
 - iii. The percentage (%) completed of the proposal's work plan
 - iv. The estimated proposal completion date. For the final report, indicate the actual proposal completion date
 - v. A brief outline of the work accomplished during the reporting period (or grant period, if this is the final report) relative to the proposal's work plan and timeline
 - vi. A brief outline of the work to be completed during the subsequent reporting period
 - vii. A brief description of any problems or delays, real or anticipated, experienced
 - b. *Financial Status Report (FSR)* (Form 5198) – should present the following information:
 - i. Name of Grantee and Grant Number
 - ii. Reporting Period (i.e. October 1, 2022-March 31, 2023, April 1, 2023-September 1, 2023, etc. ...). The initial filing will be due on October 30, 2023, and cover the period of October 1, 2022, to September 30, 2023.
 - iii. The percentage (%) completed of the proposal's work plan
 - iv. The estimated proposal completion date. For the final report, indicate the actual proposal completion date
 - v. The amount of funds expended through the reporting period (i.e. from the beginning of the grant proposal to the end of the reporting period)
 - vi. The projected future expenditures for the proposal
 - vii. Total projected expenditures for the proposal
 - viii. Original or amended (per grant award) budget per Appendix A of the Grant Agreement
 - ix. The difference between current projected proposal expenditures and original or amended budget

Financially Distressed Cities, Villages, and Townships Application (FY 2023)

Issued under authority of 2022 Public Act 186

CONDITIONS CONTINUED

2. **Final Narrative Report (Form 5196) and Final Financial Status Report (Form 5198)** – The awarded grantee shall submit to the Michigan Department of Treasury final, signed and dated, narrative and financial status reports. The reports are due within thirty (30) days after the completion of the proposal.
 - a. The reports shall include the information as indicated under *Semiannual Narrative and Financial Status Reports* (above).
 - b. Indicate "Final Report" on the top of the Final Narrative and Financial Status Reports.
 - c. In addition to the items listed above, the final narrative report must include a description of the proposal's accomplishments and any unanticipated benefits/difficulties experienced while completing the proposal. Additionally, attach a copy of the proposal deliverables, if applicable (i.e. pictures of completed construction or equipment, etc. ...).
3. **Final Follow-up Report (Form 5197)** – One year after the date of the Final Closeout Letter from the Michigan Department of Treasury, the grantee agrees to provide a Final Follow-up Report to the Michigan Department of Treasury on the status of the proposal. The report will include:
 - a. A detailed description of service changes and improvements.
 - b. A detailed status update on the goals and measures used to determine the success of the proposal and outcomes presented in the application (i.e. have they been met, what has changed, etc. ...).
 - c. A detailed description of set-backs or difficulties experienced in implementing the proposal.
 - d. An analysis of cost savings realized related to the implementation of the proposal.
 - e. A detailed description of how the funding was utilized and assisted the grantee toward financial stability.

Audit and Review:

The grantee agrees to allow the Michigan Department of Treasury and the State Auditor General's Office (and/or any of their duly authorized representatives) access, for the purposes of inspection, audit, and examination, to any books, documents, papers, and records of the grantee which are related to this proposal.

The Michigan Department of Treasury may conduct periodic program reviews of the proposal. The purpose of these reviews will be to determine adherence to stated proposal goals and to review progress of the proposal in meeting its objectives.

The grantee agrees to submit semiannual and final progress reports, along with a final follow-up report to the Michigan Department of Treasury. The grantee understands that failure to submit any required reports may result in the termination of the grant.

Grant Termination:

The grantee understands that this grant may be terminated if the Michigan Department of Treasury concludes that the grantee is not in compliance with the conditions and provisions of this grant, or has falsified any information. The Michigan Department of Treasury will extend an opportunity for the grantee to demonstrate compliance. Notification of termination will be in writing.

The grantee acknowledges that continuation of this grant is subject to appropriation or availability of funds for this grant. If appropriations to enable the Michigan Department of Treasury to effect continued payment under this grant are reduced, the Michigan Department of Treasury shall have the right to terminate this grant. The Michigan Department of Treasury shall give the grantee at least thirty (30) days advance written notice of termination for non-appropriation.

230236



RESOLUTION NO.: _____

PRESENTED: JUL 24 2023

ADOPTED: _____

**Resolution Suspending Councilmember Eric Mays for Conduct
Unbecoming a City Councilmember**

Section 3-103 of the Flint City Charter provides that the City Council “may punish its own members for misconduct” and Section 3-104 of the Flint City Charter provides that City Councilmembers are “expected to conduct themselves with appropriate decorum [and] act respectfully with constituents, each other, and other public servants;”

At the July 10, 2023, meeting of the Special Affairs committee of the City Council, the chair of that committee, with the approval of a majority of the Councilmembers present, ordered Councilmember Eric Mays to leave the meeting for multiple violations of order;

After his appeal failed, Councilmember Mays, without being recognized, shouted profanities at the chair and the other councilmembers present, took over a minute to leave the room where the meeting was being held, and stopped multiple times while exiting to continue shouting at his colleagues on the City Council;

Councilmember Mays, on July 10, 2023, failed to conduct himself with appropriate decorum and acted disrespectfully towards other Councilmembers, in violation of the Flint City Charter and in a manner unbecoming a Flint City Councilmember;

BE IT RESOLVED that that the Flint City Council, pursuant to its authority under Section 3-103 of the Flint City Charter, hereby suspends Councilmember Eric Mays, effective immediately and through and including September 1, 2023.

BE IF FURTHER RESOLVED that while suspended, Councilmember Eric Mays is prohibited from taking his seat or participating, in any meeting of the City Council or its committees, in his official capacity as a City Councilmember.

FOR THE CITY COUNCIL

APPROVED AS TO FORM:



William Y. Kim, City Attorney

230237



RESOLUTION NO.: _____

PRESENTED: JUL 24 2023

ADOPTED: _____

BY THE CITY ADMINISTRATOR:

**RESOLUTION AUTHORIZING DPW – TRANSPORTATION TO ACCEPT THE MICHIGAN EGLE
RECYCLING INFRASTRUCTURE GRANT AWARD AND, UPON FINAL APPROVAL, TO ENTER
INTO THE GRANT AGREEMENT**

The City of Flint, Department of Public Works, Transportation Division, has been preliminarily awarded the Recycling Infrastructure Grant for the procurement of carts and educational material from the State of Michigan, Department of Environment, Great Lakes, and Energy (EGLE), and

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.

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

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 the State of Michigan Department of Environment, Great Lakes, and Energy, in the total not to exceed amount of \$1,000,000.00, and

BE IT FURTHER RESOLVED, that the City Administrator and the Department of Transportation Director be authorized as signatories and representatives for all activities associated with the projects related to the grant listed above. The acceptance of this grant is contingent upon acceptance of the grant from The Recycling Partnership, Inc. and a contract extension with Priority Waste Services.

APPROVED AS TO FORM:


 William Kim (Jul 24, 2023 12:51 EDT)

William Kim
Chief Legal Officer

APPROVED AS TO FINANCE:


 Jane Mager (Jul 24, 2023 09:07 EDT)

Jane Mager
Acting Chief Finance Officer

FOR THE CITY OF FLINT:


 Clyde D. Edwards (Jul 24, 2023 13:56 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

 City Council



CITY OF FLINT

STAFF REVIEW FORM

TODAY'S DATE: July 20, 2023

BID/PROPOSAL#

AGENDA ITEM TITLE: Acceptance of a grant

PREPARED BY Kathryn Neumann, Transportation Administrative Support Technician

VENDOR NAME: Michigan EGLE

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The City of Flint has been preliminarily awarded a grant for City of Flint residents for the procurement and distribution of recycling and trash carts, educational materials and outreach efforts. The DPW - Transportation Division is requesting acceptance of a Michigan EGLE Recycling Infrastructure grant award in the amount of \$1,000,000.00.

FINANCIAL IMPLICATIONS: This is for acceptance of a grant

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

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

ACCOUNTING APPROVAL: Kathryn Neumann Kathryn Neumann (Jul 20, 2023 15:45 EDT) **Date:** _____

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

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

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

DEPARTMENT HEAD SIGNATURE: Rodney McGaha Rodney McGaha (Jul 21, 2023 06:06 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:

Signature	Name/Title	Date
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FOR THE STATE:

	Elizabeth M. Browne, Director, MMD	
Signature	Name/Title <i>Elg</i> 10/25/22	Date

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

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

*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 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

If you need this information in an alternate format, contact EGLE-Accessibility@Michigan.gov or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations. Questions or concerns should be directed to the Nondiscrimination Compliance Coordinator at EGLE-NondiscriminationCC@Michigan.gov or 517-249-0906.

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
Task/Item Subtotal		\$ 2,340,000

INDIRECT BUDGET	Percentage
	0% \$ -

PROJECT BUDGET
Total 2,340,000 \$ 2,340,000

MATCH BUDGET	Percentage		
Total	57.26%	\$	1,340,000

GRANT BUDGET
Total \$ 1,000,000

Retention Rate: 5% \$50,000



RESOLUTION NO.: _____

PRESENTED: JUL 24 2023

ADOPTED: _____

BY THE CITY ADMINISTRATOR:

**RESOLUTION AUTHORIZING DPW – TRANSPORTATION TO ACCEPT A GRANT AWARD
FROM THE RECYCLING PARTNERSHIP, INC. AND, UPON FINAL APPROVAL, TO ENTER
INTO THE GRANT AGREEMENT**

The City of Flint, Department of Public Works, Transportation Division, has been preliminarily awarded a Recycling Grant in the amount of \$2,492,000.00 to support the purchase and distribution of recycling and trash carts and educational and outreach efforts. The Recycling Partnership, Inc. will also provide the City of Flint with projected 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

This 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.

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

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

BE IT FURTHER RESOLVED, that the City Administrator and Department of Transportation Director be authorized as signatories and representatives for all activities associated with the projects related to the grant listed above. The acceptance of this grant is contingent upon acceptance a grant from EGLE and a contract extension with Priority Waste Services.

APPROVED AS TO FORM:


William Kim (Jul 24, 2023 12:51 EDT)

William Kim
Chief Legal Officer

FOR THE CITY OF FLINT:


Clyde D. Edwards (Jul 24, 2023 13:57 EDT)

Clyde Edwards, City Administrator

APPROVED AS TO FINANCE:


Jane Mager (Jul 24, 2023 09:11 EDT)

Jane Mager
Acting Chief Finance Officer

APPROVED BY CITY COUNCIL:

City Council



CITY OF FLINT

STAFF REVIEW FORM

TODAY'S DATE: July 20, 2023

BID/PROPOSAL#

AGENDA ITEM TITLE: Acceptance of a grant

PREPARED BY Kathryn Neumann, Transportation Administrative Support Technician

VENDOR NAME: The Recycling Partnership, Inc.

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The City of Flint has been preliminarily awarded a grant for City of Flint residents for the procurement and distribution of recycling and trash carts, educational materials and outreach efforts. The DPW - Transportation Division is requesting acceptance of a grant award from The Recycling Partnership, Inc. in the amount of \$900,000.00.

FINANCIAL IMPLICATIONS: This is for acceptance of a grant

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

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

ACCOUNTING APPROVAL: Kathryn Neumann

Kathryn Neumann (Jul 20, 2023 15:47 EDT)

Date: _____

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

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

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

DEPARTMENT HEAD SIGNATURE: _____

Rodney McGaha
Rodney McGaha (Jul 21, 2023 06:07 EDT)

(Rodney McGaha, Director of Transportation)

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.

Primary Partnership Contact:	Secondary Partnership Contact:	Grantee Contact:
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.

230239



RESOLUTION NO.: _____

PRESENTED: JUL 24 2023

ADOPTED: _____

Proposal 21000592

BY THE CITY ADMINISTRATOR:

RESOLUTION TO PRIORITY WASTE LLC FOR WASTE COLLECTION SERVICES

On September 7, 2021, City Council adopted resolution #210367, authorizing the Proper City Officials to enter into a contract with Priority Waste LLC, 42822 Garfield Rd., Clinton Township, MI for waste collection services in the amount not to exceed \$19,726,747.20 for the period ending June 30, 2024 with an option to extend the contract for an additional two years, and

The City of Flint recently received two grants to purchase trash and recycling carts. In order to support the deployment of a cart program, Priority Waste, LLC has agreed to hold their third year rate pricing for an additional two years beyond what was initially approved, for the period ending June 30, 2028. In addition, optional five (5), one year contract extension(s) (FY29, FY30, FY31, FY32 and FY33) have been proposed. Funding will come from the following accounts:

Account Number	Account Name	Amount
226-528.201-801.000	Rubbish Collection Fund	\$ 6,722,407.80
	FY25 GRAND TOTAL	\$ 6,722,407.80

IT IS RESOLVED, that the Proper City Officials are hereby authorized to enter into change order #1 with Priority Waste LLC, for two more years beyond the original approved amount. This contract will be for the period ending June 30, 2028 in the amount not to exceed \$26,889,631.20 (and an aggregate amount of \$46,616,378.40

\$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

This agreement also comes with optional five (5), one year contract extensions increasing annually 3%. The acceptance of this agreement is contingent upon acceptance of a grant from The Recycling Partnership, Inc. and a grant from EGLE.

APPROVED AS TO FORM:

William Kim
 William Kim
 Chief Legal Officer

FOR THE CITY OF FLINT:

Clyde D. Edwards
 Clyde D. Edwards (Jul 24, 2023 13:57 EDT)
 Clyde Edwards, City Administrator

APPROVED AS TO FINANCE:

Jane Mager
 Jane Mager (Jul 24, 2023 09:12 EDT)
 Jane Mager
 Acting Chief Finance Officer

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:

A handwritten signature in black ink, appearing to read "Christopher Mumby". The signature is written in a cursive, flowing style.

Christopher Mumby, Interim Purchasing Manager



CITY OF FLINT

STAFF REVIEW FORM

TODAY'S DATE: July 20, 2023

BID/PROPOSAL# 21-592

AGENDA ITEM TITLE: Extension of the waste collection contract

PREPARED BY Kathryn Neumann, Transportation Administrative Support Technician

VENDOR NAME: 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
		GRAND TOTAL EACH YEAR		\$ 6,722,407.80

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

ACCOUNTING APPROVAL: Kathryn Neumann Date: _____
Kathryn Neumann (Jul 20, 2023 15:49 EDT)

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

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

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

DEPARTMENT HEAD SIGNATURE: Rodney McGaha
Rodney McGaha (Jul 21, 2023 06:08 EDT)
(Rodney McGaha, Director of Transportation)

230118



RESOLUTION NO.: _____

PRESENTED: APR 19 2023

ADOPTED: _____

**RESOLUTION RECOMMENDING THE RE-APPOINTMENT OF DR. KHALID M. AHMED
TO THE HURLEY BOARD OF HOSPITAL MANAGERS.**

BY THE MAYOR:

Mayor Sheldon A. Neeley recommends the appointment of Dr. Khalid M. Ahmed to fill the expired term of Frances Gilcrest that expires on April 30, 2023; and

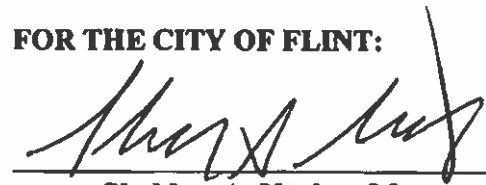
Mayor Sheldon A. Neeley recommends the appointment of Dr. Khalid M. Ahmed (2700 Robert T- Longway. Suite B, Flint, MI 48503) to complete a five-year term on the Hurley Board of Hospital Managers, with such term that commenced on April 30, 2023, and expires April 30, 2028.

THEREFORE, BE IT RESOLVED that the Flint City Council approves the appointment of Dr. Khalid M. Ahmed (2700 Robert T-Longway. Suite B, Flint, MI 48503) to serve a five-year term on the Hurley Board of Hospital Managers, with such term commenced on April 30, 2023, and expires April 30, 2028.

APPROVED AS TO FORM:


William Kim, Chief Legal Officer

FOR THE CITY OF FLINT:


Sheldon A. Neeley, Mayor

FOR THE CITY COUNCIL:

KHALID M. AHMED, M.D

2700 Robert T-longway Blvd. Suite B, Flint, MI 48503 ♦ P. 810-235-2004 ♦ F. 810-235-2841 ♦ kahmed2700@gmail.com

EDUCATION

- 2006** American Board of Internal Medicine
- 1992** Royal College of Physicians of Ireland
- 1981** M.B.B.S., Faculty of Medicine University of Khartoum,
Khartoum, Sudan

CURRENT POSITIONS

- 2021 - Present** Chief of Staff, Hurley Medical Center, Flint, MI
- 2021 - 2022** President, Genesee County Medical Society
- 2018 - Present** Board member, Genesee County Medical Society
- 2018 - Present** Board member, Islamic Medical Association of Mid-Michigan
- 2012 - 2016** Board member, Genesee Academy School
- 2014 - Present** Clinical Director, Internal Medicine, Hurley Medical Center. Flint, MI
- 2013 - 2021** Chairman, Department of Medicine, Hurley Medical Center, Flint, MI.
- 2010 - 2019** Vice Chief of Staff, Interim Chief of staff, Hurley Medical Center, Flint, MI
- 1996 - Present** Attending & Consultant Physician, Department of Internal Medicine. Hurley Medical Center and Michigan Health Specialists, Flint, MI
- 1996 - Present** Associate Professor of Internal Medicine, Michigan State University, College of Human Medicine, Flint, MI.
- 1996 - Present** Internal Medicine Physician, Flint, MI

AWARDS

- Pinnacle Award, Hurley Medical Center, **2013**
- Physician of the Year, Arab American Heritage Council, **2019**

ORGANIZATION

Active Member of the African American Physicians Association.

Active Member of the Genesee County Medical Society.

Active Member of the Michigan State Medical Society.

Active Member of the American Medical Association.

Active Member of the American College of Physicians

AFFILIATION WITH RESEARCH CENTER

2015-Present Principal investigator, Flint Clinical Research PLLC, Flint, MI

2015-Present Sub-investigator, Elite Research Center, Flint, MI

CLINICAL RESEARCH EXPERIENCE AND PUBLICATIONS

- A Phase 2b, Multicenter, Randomized, Double-Blind, Placebo-Controlled, Parallel-Group Study to Assess the Efficacy and Safety of Oral Etrasimod as Induction Therapy in Subjects with Moderately to Severely Active Crohn's Disease(CULTIVATE). **2020**
- A Phase 2, Multi-Center, Randomized, Double-Blind, Placebo-Controlled Parallel-Group Study to Evaluate the Safety, Tolerability, and Efficacy of Olorinab in Subjects with Irritable Bowel Syndrome Experiencing Abdominal Pain (CAPTIVATE). **2019**
- A Phase 3, Randomized, Double-Blind, Placebo-Controlled, 52-Week Study to Assess the Efficacy and Safety of Etrasimod in Subjects with Moderately to Severely Active Ulcerative Colitis (ELEVATE). **2019**
- A randomized, double blind controlled factorial clinical trial of edetate disodium-based chelation and high dose oral vitamins and minerals to prevent recurrent cardiac events in diabetic patients with a prior myocardial infarction. **2018**
- A randomized, Parallel –group , Placebo-Controlled, clinical endpoint bioequivalence study of generic Fluticasone Propionate 100 ug and Salmeterol Xinafoate 50 ug inhalation powder compared with Advair DiskusR 100/50 in subjects with Asthma. **2018**
- A randomized, double blind controlled factorial clinical trial of Edetate disodium-based chelation and high-dose oral vitamins and minerals to prevent recurrent cardiac events in diabetic patients with a prior myocardial infarction. **2018**
- A Phase IV, 12-week, randomized, double-blind, triple dummy study to compare single inhaler triple therapy, Fluticasone Furoate/ Umeclidinium/ Vilanterol (FF/UMEC/VI) with multiple inhaler therapy (Budesonide/Formoterol plus Tiotropium) based on lung function and symptoms in participants with chronic obstructive pulmonary disease. **2018**

- A Phase 3, multi-center, multi-national, placebo controlled, randomized, double-blind 26-week study to assess the safety and efficacy of CaPre® in patients with severe hypertriglyceridemia. 2018
- Inflammatory Bowel Disease registry. Corrona. 2017
- A double-blind, placebo-controlled, randomized dose ranging trial to determine the safety and efficacy of three dose levels of EMA401 in reducing 24-hour average pain intensity score in patients with post-herpetic neuralgia (EMPHENE). 2017
- A randomized, double-blind, placebo-controlled, event-driven trial of weekly low-dose methotrexate (LDM) in the prevention of cardiovascular events among stable coronary artery disease patients with type 2 diabetes or metabolic syndrome. 2017
- A Phase 2, Randomized, Double-Blind, Placebo-Controlled, Multicenter Study to Assess the Efficacy, Safety, and Tolerability of VK2809 Administered for 12 Weeks Followed by a 4-Week Off-Drug Phase in Patients with Primary Hypercholesterolemia and Non-Alcoholic Fatty Liver Disease, VK2809-201. 2017
- A double-blind, randomized, placebo-controlled, parallel-group, phase IV study to evaluate to effect of Acridinium Bromide on long-term cardiovascular safety and COPD exacerbations in patients with moderate to very severe COPD (ASCENT COPD). 2016
- A Multi-Center, Randomized, Double-Blind, Active-Controlled, Parallel Group, Phase III Trial to Evaluate the Safety and Efficacy of Saxagliptin 5 mg Co – administered with Dapagliflozin 5 mg compared to Saxagliptin 5 mg or Dapagliflozin 5 mg all given as add –on therapy to metformin in Patients with Type 2 Diabetes who have inadequate Glycemic Control on Metformin Alone. 2016
- A phase 2 Randomized, Double Blind, Placebo-Controlled Study to Assess the Efficacy and Safety of Gemcabene in Patients with Severe Hypertriglyceridemia (INDIGO-1). 2016
- A phase 3, randomized, double-blind, placebo controlled study of the efficacy and safety of Roxadustat (FG-4592) for the treatment of anemia in chronic kidney disease patients not on dialysis. 2015
- An open label, long-term study to assess the immunogenicity of Linaclotide administered orally to adult patients with irritable bowel syndrome with constipation or chronic idiopathic constipation. 2015
- Ahmed K., Managing Malnutrition in Inflammatory Bowel Disease, Hospital Physicians. Vol 30 12:13-17 1994
- Ahmed K., Saeed E. Nephrotic Syndrome and Pulmonary Artery Thrombosis, case report, American Journal of Nephrology. 1995; 15:181-185
- Ahmed K., Jackson L. Heparin Use In Right Arterial Thrombosis, Oral Presentation ACP Michigan Chapter Annual Meeting, Traverse City 1995
- Ahmed K. , Chan S. Mixed Lineage Hematologic Malignancy (Myeloblastic and T Lymphoblastic), Abstract, Blood Vol 86 No. 10 Supp. Nov. 1995
- Ahmed K. , Issawi I. Use of Flecainide for Refractory Arterial Tachycardia of Pregnancy, A case report, Manuscript Accepted for Publication, American Journal of Critical Care.
- Ahmed K., Filos O., Rapid Infusion of Magnesium Sulfate In Severe Acute Asthma, Case Series, Oral Presentation, ACP Michigan Chapter Conference, Sept. 1995
- Ahmed K., Seedahmed E . Holt-Oram Syndrome. Cases Presentations Community Wide Research Forum, April 2005. Flint, Michigan.

230218



RESOLUTION NO.: _____

PRESENTED: JUL 19 2023

ADOPTED: _____

**RESOLUTION APPOINTING MELISSA N. BROWN
TO THE GLORIA COLES FLINT PUBLIC LIBRARY DISTRICT BOARD**

Paragraph 3 of the District Library Agreement of the Gloria Coles Flint Public Library District Board provides that three of the members of the board shall be appointed by the City. Pursuant to that authority, Mayor Sheldon A. Neeley recommends the appointment of Melissa N. Brown, of 1410 Eldorado Drive Flint, MI 48504, to the Gloria Coles Flint Public Library District Board, to fill the vacancy created by the September 30, 2022 expiration of Dean Yeotis' appointment to that body.

BE IT RESOLVED that the Flint City Council approves the appointment of Melissa N. Brown (1410 Eldorado Drive Flint, MI 48504) to serve the remainder of a three-year term on the Gloria Coles Flint Public Library District Board, with such term commencing immediately and expiring on September 30, 2025.

FOR THE CITY OF FLINT:

APPROVED BY CITY COUNCIL:

Sheldon A. Neeley, Mayor

APPROVED AS TO FORM:

William Kim, City Attorney

Melissa N. Brown

Communications & Marketing Strategist

CONTACT

1410 Eldorado Drive
Flint, MI 48504

P: 810.577.1704

E: mnbrown2010@gmail.com

EDUCATION

University of Michigan-Flint

Bachelor of Arts: Communication

Master of Business Administration

Wayne State University

Master of Arts: Public Relations & Organizational Communication

ACCOMPLISHMENTS

- 20+ years of strategic communications and marketing experience
- Implemented Genesee Health System and Genesee Community Health Center redesigned websites
- Created City of Flint Water Progress Report website
- Increased City of Flint social media engagement by 20%
- Implemented City of Flint Small Business campaign
- Instrumental in UM-Flint being the fastest-growing public institution in the state (2004-2013)
- Wrote and implemented UM-Flint's first virtual tour
- Implemented and streamlined a UM-Flint campus work order system for multimedia work requests
- Streamlined a housing application process to help eliminate incomplete applications
- Implemented digital asset management system for UM-Flint images and documents
- Increased UM-Flint marketing budget by 2.5% through budget proposals to executive leadership
- Increased UM-Flint mobile web users by 40%
- Oversaw UM-Flint's first social media strategy and web governance plan
- Implemented UM-Flint brand refresh in partnership with U-M Ann Arbor and Dearborn campuses

SKILLS

- Social media strategies
- Online marketing and advertising
- Government relations
- Executive communications
- Strategic internal and external communication planning
- Business strategy writing
- Crisis management
- Web analytics and User-experience testing and strategies
- Strategic enrollment management
- Brand management
- Project management
- Strategic communication and tactical work plans
- Content management systems: WordPress, Wix, MailChimp, Drupal, Basecamp, Digital Asset Manager, Cision

Melissa N. Brown

1410 Eldorado Drive
Flint, MI 48504
(810) 577-1704
mnbrown2010@gmail.com

EXPERIENCE

GENESEE HEALTH SYSTEM

Department of Communications and Public Relations

(04.2022 – present) *Marketing Manager*

- Supervise the development of special events
- Supervise community resource fair and speaker bureau requests and attendance
- Develop marketing strategies for GHS and the Genesee Community Health Center
- Write and develop communications and marketing materials, including social media, website, and press releases
- Expand community service area reach across Genesee County
- Assist and coordinate agency communication policy, plan, and protocols
- Oversee donations to and solicitations for the agency in conjunction with leadership
- Assist with Community Benefit Interactions with target groups (medical, schools, community, faith-based, etc.)

CITY OF FLINT

Department of Communications

(01.2021 – 04.2022) *Marketing Coordinator/Interim Communications Director*

- Wrote all mayoral communications, including speeches, talking points, and presentations
- Maintained City of Flint Mayor activities and appearances
- Developed marketing strategies for Economic Development
- Wrote and developed communications and marketing materials that included social media, website, and press releases
- Coordinated with service providers for support services, including design, photography, videography
- Worked with department directors on communications for the service area
- Developed overall strategic communications for the City of Flint's major initiatives
- Met with City of Flint constituents and residents

SMALL BUSINESS ENTREPRENEUR

Twelve15

(12.2020 – present) *Owner*

Twelve15 is my communications boutique focused on helping other startups and small businesses with public relations, brand management, project management, and communications strategy.

The John L Group

(06.2019 – present) *Chief Marketing Officer*

The John L Group is my family-owned and operated company offering financial services, logistics, and government construction. I handle public relations, multimedia, customer relationship communications, and marketing. The company reached over \$1 million in top-line revenue in 2021.

UNIVERSITY OF MICHIGAN-FLINT

Office of University Relations/Communications & Marketing

(09.2008 – 09.2020) *Associate Director*

- Oversaw and managed a \$1.3m department budget

Melissa N. Brown

1410 Eldorado Drive
Flint, MI 48504
(810) 577-1704
mnbrown2010@gmail.com

- Implemented overall print and online marketing plans
- Determined content on the university website and social media accounts
- Worked directly with university executives and department directors on marketing and recruitment strategies
- Day-to-day department operations and strategic project management
- Developed strategic marketing communication and reports
- Knowledge of human resources, accounting, and procurement policies and procedures
- Supervised full-time creative and multimedia staff

(01.2017 – 07.2017 & 09.2019 – 09.2020) *Interim Executive Director*

- Prepared and delivered all public relations (releases, interviews, and press conferences) for UM-Flint
- Supervised all department staff
- Represented UM-Flint at community partnership projects
- Work directly with extended university leadership on internal communications (briefings, remarks, presentations)
- Liaison for all crisis communications
- Maintained all duties of assistant director position

(09.2004 – 09.2008) *Marketing Manager*

- Developed marketing and strategic plans
- Created efficient database management of work orders and marketing outcomes
- Attended management meetings as needed
- Media buyer and planning
- Supervised three full-time staff

(07.2002 – 09.2004) *Project Coordinator*

- Produced internal and external communications
- Coordinated and produced programs, recruitment events, and publications
- Maintained marketing database
- Media buyer and planning

Department of Communication

(01.2002 – 04.2003) *Adjunct Lecturer*

Course: Communication 200 - Survey of Communication Theory

Instructed on the major theories of communication as applied to the interpersonal, organizational, and mass communication processes.

Information Technology Services

(11.1998 – 09.2002) *Staff Development Coordinator*

- Trained over 800 faculty and staff on various computer software programs in MS Office, Banner, web content management
- Conducted needs assessment and program review of activities
- Scheduled and developed training program
- Wrote necessary materials and documentation for training

230219



RESOLUTION NO.: _____

PRESENTED: JUL 19 2023

ADOPTED: _____

**RESOLUTION APPROVING APPOINTMENT OF MILDRED SILVA- ZUCCARO
TO THE HURLEY BOARD OF HOSPITAL MANAGERS.**


Section 6-201(A) of the Flint City Charter provides that members of the Board of Hospital Managers shall "consist of fifteen (15) members appointed by the Mayor with the approval of the City Council."

Pursuant to that authority, Mayor Sheldon A. Neeley appoints Mildred Silva-Zuccaro, of 710 Loyola Drive Flint, MI 48503, to the Board of Hospital Managers, to fill the vacancy created by the April 30, 2023 expiration of Frances Gilcreast's appointment to that body.

BE IT RESOLVED that the Flint City Council approves the appointment of Mildred Silva-Zuccaro (710 Loyola Drive Flint, MI 48503) to serve a five-year term on the Hurley Board of Hospital Managers, with such term commencing immediately and expiring on April 30, 2028.

FOR THE CITY OF FLINT:

APPROVED BY CITY COUNCIL:


Sheldon A. Neeley, Mayor

APPROVED AS TO FORM:


William Kim (Jun 29, 2023 16:09 EDT)
William Kim, City Attorney

Mildred Silva-Zuccaro

810. 280. 5154
mildredsilvazuccaro@gmail.com

Professional Summary

Highly educated graduate of the Universidad Cristobal Colon with a Bachelor degree of Medical Surgery. Superior care and conduct management practice applied through performing patient care procedures including consultations, diagnosis and health plan implementation. Accomplished research abilities with published work in International Journal.

Professional Experience

Clinical Subjects Coordinator

Michigan Medicine Ophthal. & Visual Science/ Flint, MI/ May.2022-Present

- Examine optical health for individuals screening for short term and long term health complications.
- Connect community members to eye health research study by sharing marketing materials and direct outreach.
- Educate research participants about glaucoma and other vision threatening diseases.

Outreach & Navigator

Hamilton Community Health Network/ Flint, MI/ Jan.2021-Present

- Assisted over 100 individuals with health care coverage by answering questions and submitting enrolment applications
- Connected community members to health services by sharing over 3700 marketing materials and administering 215 covid vaccines at pop-up vaccination sites.
- Provided language and cultural interventions with over 282 hours of interpretation services and registering 40 new patients

Latinx Culture Ambassador

Latinx Tech & Community Center/ Flint, MI/ Mar.2018-Nov.2020

- Connect and help Spanish-speaking community member by serving as an interpreter, assisting them as they seek to understand and navigate various services and issues (domestic violence, immigration).

Data Collector (FASt Project and Church Challenge)

MSU College of Human Medicine/ Flint, MI/ Jan.2018-July 2019

- Identify and establish observation methods with people and organizations to ensure obtainment of data accuracy and integrity.

General Physician Consultation

Millennium Hospital/Veracruz, Ver./Nov.2014-Jan. 2016

- Conduct physical examinations of patients; develop treatment plans for patients, considering patient preferences, clinical data or risks and benefits of treatments.

Publication

International Journal for Vitamin and Nutrition Research

December 07, 2015 Ref.:Ms. No. IJVN-R-15-00085R3

Tissue changes in the development of fatty liver by chronic ingestion of sucrose associated with obesity and dyslipidemia in rats.

Education

Universidad Cristobal Colon

Boca del Rio, Ver., Mexico.

Bachelor of Medical Surgery

September 27, 2014. GPA 3.67

Undergraduate Internship

General Hospital of IMSS

Cardel, Ver., Mexico July

2012-June, 2013.

Social Service

Rural Hospital of IMSS

Papantla, Ver., Mexico.

August, 2013- July 2014

Educational Courses

Kaplan Step 1

Currently

Great Lakes Bay Hispanic

Leadership Institute.

Saginaw, MI.

February 2019 – 2020

Leadership Program

Cardiopulmonary

Resuscitation American Heart

Association

October 2017

Gynecology and Obstetrics

October,2014

Boca del Rio, Ver., Mexico

Language

English

Spanish

230220



SRESOLUTION NO.: _____

PRESENTED: JUL 19 2023

ADOPTED: _____

**RESOLUTION APPROVING APPOINTMENT OF SEAN HAIRSTON
TO THE FLINT PLANNING COMMISSION**

Mayor Sheldon A. Neeley appoints Shawn Hairston, of 2038 Copeman Boulevard, Flint, MI 48504, to the Flint Planning Commission, to fill the remainder of the three-year term ending on March 31, 2026.

BE IT RESOLVED that the Flint City Council approves the reappointment of Shawn Hairston, of 2038 Copeman Boulevard, Flint, MI 48504, to the Flint Planning Commission, to fill the remainder of the three-year term ending on March 31, 2026.

FOR THE CITY OF FLINT:

Sheldon A. Neeley, Mayor

APPROVED BY CITY COUNCIL:

APPROVED AS TO FORM:

William Kim, City Attorney

Shawn Hairston

2038 Copeman Boulevard ♦ Flint, MI 48504 ♦ 810-449-7186 ♦ Shawnhairston144@gmail.com

Objective

I am seeking an opportunity that will allow me to utilize my knowledge, strength and skills in a team environment.

Professional Summary

Excellent verbal and written communication skills with the ability to demonstrate accuracy in preparation and maintenance in a variety of environments. Very skilled in interaction with a variety of people and personalities. The ability to work well with others closely as well as work independently and demonstrate initiative.

Education

- Business Administration, Western Michigan University 1982 – 1984
- Northwestern High School 1982

Honors, Award, Professional Organizations

- President of Bel-Aire Woods Neighborhood Association
- Campaign Organizer for Andy Dillon (Speaker of the House)
- Campaign Organizer for Leon Jukowski (Mayor)
- Volunteer Assistant for Tim Melton (State Representative)
- Volunteer Assistant for Governor Jennifer Granholm

Work History

- Take One Community Program, Pontiac, MI 2005 – Present
- Assistant Director, Activity Planner, Mentoring Teens, Community Activist
- TRW, Fenton, MI 2012 – 2013
- Machinist, Cell Operator, Relief and Line Leader
- Passages Hospice LLS, Southfield, MI 2010 – 2012
- Admissions coordinator, Presentations, Admissions, Family and Bereavement Counseling
- All-Star Investigations, Pontiac, MI 2005 – 2012
- Supervisor, Employee Weekly Scheduling, Routing, Negotiating Contracts, Preparing Daily Reports, Payroll
- Teen Learning and Entertainment Center, Pontiac, MI 2004 – 2008
- Computer Training, Teen mentoring, Reading Program, Activity Planning
- Brelin Home Mortgage, Farmington Hills, MI 2004 – 2008
- Loan Officer for home and business loans and worked with OLHSA Housing Program.
- Art Van Furniture, Weatherford, MI 2000 – 2002
- Sales Representative

References Available

230221



RESOLUTION NO.: _____

PRESENTED: JUL 19 2023

ADOPTED: _____

**RESOLUTION APPROVING RE-APPOINTMENT OF CAROL-ANNE BLOWER
TO THE FLINT PLANNING COMMISSION**

Mayor Sheldon A. Neeley re-appoints Carol-Anne Blower, of 3323 Holly Ave, Flint, MI 48506, to the Flint Planning Commission, to fill the remainder of the three-year term ending on March 31, 2024.

BE IT RESOLVED that the Flint City Council approves the reappointment of Carol-Anne Blower, of 3323 Holly Ave, Flint, MI 48506, to the Flint Planning Commission, to fill the remainder of the term ending on March 31, 2024.

FOR THE CITY OF FLINT:

Sheldon A. Neeley, Mayor

APPROVED BY CITY COUNCIL:

APPROVED AS TO FORM:

William Kim (Jul 12, 2023 13:27 EDT)

William Kim, City Attorney

CAROL-ANNE BLOWER

Flint, MI 48506 • 517-980-4363 • carolanneelise@gmail.com

Professional Summary

Committed and highly-motivated professional, with a background in marketing/photography, city planning and non-profit leadership, seeking a role where skills can be put to use in the public sphere. Uses independent decision-making skills and sound judgement to positively impact community success.

Skills

Decisive problem solver
Exceptional multi-tasker
Organized and efficient
Motivated team player
Public speaking

Citizen engagement
Effective communicator
Community development
Media relations
Computer literate

Work History

Planning Commissioner, 08/2012 to Current

City Of Flint – Flint, MI

Works directly with staff, consultants, and community stakeholders to produce, edit and implement guiding documents like the Comprehensive Plan, Zoning Code, Marihuana Ordinance and Capital Improvement Plan;

Review rezoning requests, site plans, special use and other land use applications;

Assist in the current efforts to certify Flint as a Redevelopment Ready Community;

Attend and contribute to executive meetings, communicating directly with staff on current applications and projects.

Freelance Photographer, 01/2008 to Current

Carol Anne Elise Photography – Flint, MI

Photograph high-quality images for various clients seeking portrait and event content;

Edit images and format for social media and print;

Manage photography business including fostering clientele relationships to promote work and attract new clients

Zoning Board of Appeals Representative, 05/2015 to 04/2022

City Of Flint – Flint, MI

Only Planning Commission member to simultaneously serve on the Zoning Board of Appeals as the Planning Commission Representative and serve as formal liaison between the two bodies;
Assisted in granting variances and resolving disputes regarding decisions of the zoning department;
Provided information and summaries between the two bodies for consideration and review;
Worked directly with staff to assure applications and meeting minutes were consistent.

Interim Executive Director, 08/2009 to 09/2010

Flint Club – Flint, MI

Represented organization to local public by giving presentations and speeches and participating in community events;
Maintained a membership of over 3000 former Flint residents in 22 states, and provided them with opportunities for local civic engagement;
Developed and maintained operational and programming budget of over \$100,000 and created new revenue streams through grants and fund raising;
Developed and published a monthly membership newsletter;
Made recommendations to Executive Board for budget, vision and programming needs.

Program and Membership Director, 01/2006 to 07/2009

Flint Club – Flint, MI

Created and maintained databases for over 1000 local members and 3000 non local members;
Authored and distributed press releases for organization;
Updated organization website and social media sites;
Collaborated with community leaders and organizations to promote community service projects;
Created and organized Flint's first young professionals networking organization;
Developed and reviewed programming, including monthly networking breakfasts focused on topics relevant to Flint's revitalization.

Education

Flint Central High School - Flint, MI

Interdisciplinary Social Science

Michigan State University - East Lansing, MI

230222



RESOLUTION NO.: _____

PRESENTED: JUL 19 2023

ADOPTED: _____

**RESOLUTION APPROVING REAPPOINTMENT OF DERWIN S. MUNROE TO THE
ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS**

Mayor Sheldon A. Neeley reappoints Derwin S. Munroe to the Board of Directors for the Economic Development Corporation, to fill the remainder of the term ending on 8/7/2024.

BE IT RESOLVED that the Flint City Council approves the appointment of Derwin S. Munroe to serve the remainder of the six-year term on the Board of Directors for the Economic Development Corporation, with such term commencing immediately and expiring on August 7, 2024.

FOR THE CITY OF FLINT:

Sheldon A. Neeley, Mayor

APPROVED BY CITY COUNCIL:

APPROVED AS TO FORM:

William Kim (Jul 12, 2023 13:28 EDT)

William Kim, City Attorney

CURRICULUM VITAE

Derwin S. Munroe

Department of Social Sciences and Humanities, University of Michigan-Flint
220 French Hall, 303 E. Kearsley Street, Flint, MI. 48502

EMPLOYMENT

- 1999 - present **University of Michigan-Flint**
-**Collegiate Lecturer IV. 2020-present, Lecturer IV 1999-2020**
-**Political Science Department Chair (2006 -2012; 2019- 2021); Political Science Program Coordinator 2022-present**
- 1997-98 **Information Analyst;** National Institute for Social Science Information, Chicago, Illinois.
- 1995-96 **Research Fellow:** Institute of Social and Economic Research, University of the West Indies, Jamaica. Research on occupational mobility, life histories and human resource development in Jamaica
- 1995-96 **Instructor:** University of the West Indies, Departments of Government and Sociology.
- 1993-99 **Adjunct Lecturer:** Northwestern University, Department of Political Science
- 1988-89 **Junior Research Fellow:** Institute of Social and Economic Research, University of the West Indies, Jamaica. United Nations Development Program sponsored research project on Rural Community Development in Jamaica.

EDUCATION

Wayne State University, Detroit, Michigan.

Doctoral Candidate. Department of Political Science, Major Field: Comparative Politics. Minor Fields: Public Policy, Urban Politics. **Dissertation title:** *"Power Choices: The Political Economy of Electricity Generation in Developing Countries."* Defense expected Summer 2023

Wayne State University, Detroit, Michigan.

2016 Graduate Certificate in Economic Development

Northwestern University, Evanston, Illinois

Doctoral Candidate 1989-1993. Department of Political Science. Fields: Comparative Politics, Political Economy

University of the West Indies, Kingston Jamaica

1989 Master of Philosophy (M.Phil.) in Social Sciences/Development Studies.

University of the West Indies, Kingston Jamaica

1986 Bachelor of Arts (Economics, Political Science, Philosophy). Class II Honors (Division I)

Additional Methodological Training

2014 Inter-University Consortium for Social and Political Research (ICPSR) Summer Institute in Quantitative Methods. University of Michigan, Ann Arbor, Michigan: Courses: Regression Analysis II; Longitudinal Analysis; Spatial Econometrics

RESEARCH AND TEACHING INTERESTS

Energy Policy, Economic Development, Urban and Fiscal policy
 Comparative Politics: Development, Democratization, Urban politics; Latin America and Caribbean
 International Relations, International Political Economy, Law and Organizations, US Foreign Policy

SCHOLARSHIPS, RESEARCH AWARDS and HONOR SOCIETY MEMBERSHIP

Member: Pi Alpha Alpha, National Public Administration Honors Society. Inducted 2018

Graduate Professional Scholarship (full tuition waiver), Wayne State University, 2015-16

Research/Conference Travel Grants, College of Arts and Sciences, University of Michigan-Flint. 1999, 2000, 2001, 2002, 20009, 2011, 2015

Member: Pi Sigma Alpha, National Political Science Honors Society. Inducted 2003

Northwestern University Conference Travel Grants, Department of Political Science, 1997, 1998

Ford Foundation, Project Grant (research on education policy and institutions in Jamaica) 1996

Organization of American States Dissertation Research Fellowship (field research in Venezuela) 1994-95

Northwestern University: Dissertation Year Award (field research in Venezuela) 1993

Graduate Teaching Assistantship, Northwestern University, 1991-92

University Scholarship: Northwestern University (full tuition waiver) 1989-1993

Fulbright International Graduate Fellowship, 1989-1993

United Nations Development Program, Project Grant (research on rural economic development programs) 1988-89

Adlith Brown Memorial Prize for Graduate Research, University of the West Indies, 1989

Graduate Fellowship (tuition waiver and stipend), Consortium Graduate School, University of the West Indies, 1986 -1988

Faculty Honors Prize, University of the West Indies, 1984

PUBLICATIONS and REPORTS

Refereed Publications

"British Virgin Islands" and "St. Kitts and Nevis" *Governments of the World: A Global Guide to Citizen's Rights and Responsibilities*. C. Neal Tate (editor) 4 volumes New York: Macmillan, 2005

Policy Analysis and Evaluation Reports

"Conditional Cash Transfer and Primary Health Care Provision: Program Evaluation Design". Report to the Caribbean Development Bank 2021

"Life Histories and Career Choices: Patterns of Occupational Mobility among Jamaican Teachers". Report to the Ford Foundation. Kingston, Jamaica: Institute of Social and Economic Research. 1996

"Constraints to Induced Community Cooperation in Rural Jamaica" Report to the United Nations Development Program. Kingston, Jamaica: Institute of Social and Economic Research. 1989

RESEARCH IN PROGRESS

- Financing Renewable Energy Initiatives in Urban Settings: American Cities and Global Comparisons
- Energy policy in the developing world: policy options and strategies for energy diversification in developing countries.
- Electoral Performance and Party Structure in Jamaica: Recruitment and the Nationalization of Politics
- Fiscal Performance and the Structure of Local Government: evidence from the economic crisis in Michigan municipalities.

CONFERENCE PRESENTATIONS AND PARTICIPATION (since 2010)

"Oil and Development Aid: Venezuela's Petro-Diplomacy in the Caribbean." International Studies Association International Convention. Baltimore, Maryland. February 23, 2017

"Cities, Institutional Structures and Energy Policy: Do Legislative Veto Points or Urban Structures determine Energy Investment Policy?" International Studies Association International Convention. Baltimore, Maryland. February 23, 2017

"Global Oil Prices and US Exchange Rate Policy: Developing Country Responses." International Studies Association-Midwest. St. Louis, Missouri. November 18-21, 2016

"Sustainable Energy Policy in Developing Countries: The Role of Urban Political Economy" Global Studies Association 14th Annual Conference, University of Toledo. June 12-14, 2015

"State of Emergency: Explaining Fiscal Performance in Michigan Cities" Urban Affairs Association Conference. Miami, Florida. April 8-11, 2015

"New or Old Power? Explaining Energy Diversification Policy in Developing Countries" International Studies Association International Convention. New Orleans, Louisiana, February 19-21, 2015

"Changing Power: Energy Policy Choices in Developing Countries" International Studies Association-Midwest. St. Louis, Missouri. November 7-9, 2014

"Violence and Repression in Teaching about Latin America" (Workshop Presenter and Discussant) Teaching and Learning Workshop, North Central Council of Latin Americanists, University of Wisconsin-Milwaukee, April 21, 2012

"Narratives and Biography in Teaching Latin American Politics" (Workshop Presenter and Discussant) 'Bringing Latin America Home' Teaching and Learning Workshop, North Central Council of Latin Americanists, University of Wisconsin-Milwaukee, April 9, 2011

"Gen Ed on Our Minds: What can an assessment of Introduction to American Government tell us about General Education Outcomes?" (with Dana Dyson and William Lavery) American Political Science Association Teaching and Learning Conference February 11-13, 2011 Albuquerque, New Mexico

COURSES: DESIGNED AND TAUGHT

University of Michigan-Flint: Lecturer (Fall 1999-present)

POL 190	Introduction to Comparative Politics
POL 230	International Relations
POL 235	Global Energy
POL 245	Political Movements
POL 301	Capstone Research Seminar in Political Science
POL 330	Political Economy of Development (graduate and undergraduate)
POL 333	International Law and Organizations (graduate and undergraduate)
POL 344	Latin American Politics (graduate and undergraduate)
POL 359	Comparative Revolutions (graduate and undergraduate)
POL 391	Directed Reading courses: American Government; Russian Politics; Latin American Politics; Human Rights in Latin America; Race in American Politics; International Human Rights Organizations; Global Public Health, Democratic Theory
POL 394	Special Topics: War and Peace
POL 437	US Foreign Policy (graduate and undergraduate)
PUB 500	Politics, Policy and Public Administration (graduate)
PUB 501	Administrative Organization and Behavior (graduate)
PUB 508	Program Evaluation (graduate)

Northwestern University: Lecturer (instructor of record) (Fall 1993- Spring1999: all undergraduate)

PS 240	International Relations
PS 340	Global Society
PS 341	American Foreign Policy
PS 358	Nationalism
PS 364	Caribbean Politics
PS 395	Senior Seminar: Social Movements and Politics of Protest

CAMPUS SERVICE and ADMINISTRATIVE EXPERIENCE

University of Michigan - Flint

- *Department of Social Science and Humanities*
 - Political Science Program Coordinator 2022-
 - Strategic Planning Committee member 2021-
 - Curriculum and Assessment Committee member 2021-
 - Master of Public Administration (MPA) program: Core faculty 2022-
- *Department of Political Science*
 - Department Chair: January 2006- June 2012; January 2019-2021
 - Faculty Advisor: undergraduate Political Science and Public Administration programs
 - Faculty Search Committees: initiate/coordinate multiple tenure-track and lecturer searches 2000-17
 - Program Assessment: Design, Implementation, Preparation of Annual Reports and Review/Redesign
 - Scholarship Committee Chair: 2006-2012
 - Website administrator: 2000-2014
 - Representative: Social Studies Teacher Certification program, 2009-present
 - Representative: American Democracy Project at UM-Flint

- *College of Arts and Sciences:*
 - Lecturer Major Review Committee Winter 2011, 2017, 2018, 2019, 2020, 2022, 2023
 - Master of Public Administration program faculty searches 2016-2017
 - Anthropology Department tenure-track faculty post 2016
 - Earth and Resource Science Department tenure-track faculty post 2011-12
 - Task Force on Academic Advising and Retention 2008-11
 - Economics Department tenure-track faculty post 2007, 2008
 - Africana Studies Department tenure-track faculty post 2003, 2009
 - Anthropology Department tenure-track faculty post 2000
- *University of Michigan-Flint Campus:*
 - 'World 101' American Democracy Project/Council for Foreign Relations 2020-21
 - Campus Pre-Law Advisor, 2013-2019
 - Campus Advising Working group 2018-present
 - University Chancellor Search Committee, 2018-2019
 - Climate Study Planning and Design Working Group, 2016
 - Admissions and Scholarships Committee: Member 2001-03
 - Women's Educational Center Director Search Committee 2000-01
 - International Student Center: Faculty Advisory Board 2013-2016
 - Women and Gender Studies Program: Affiliated Member 1999-2010
 - Women's Educational Center: Faculty Advisory Board 2001-03
- *International and Global Studies Program:*
 - Global Issues Film Festival, Organizing Committee member 2016-17
 - Interim Director, Fall 2010
 - Governing Committee, 2000-present
 - Department Advisor: 1999-present
 - Curriculum Committee: Member 1999-2003; Committee Chair: 2000-02
- *Master of Arts in Social Sciences Graduate Program*
 - Interim Director, Winter 2014
 - Governing Faculty Committee 2006-2011
 - Faculty Advisor: multiple graduate students in MA in Social Science program
 - Assessment Committee: 2011-13
- *Faculty Advisor/ Coordinator to Student Organizations:*
 - Amnesty International Chapter at UM-Flint
 - Pi Sigma Alpha (National political science honors society): Alpha Alpha Tau Chapter at UM-Flint

PROFESSIONAL ACTIVITIES

Membership in Professional and Academic Organizations:

- American Political Science Association
- Latin American Studies Association
- International Studies Association
- Urban Studies Association
- Midwest Political Science Association
- Association for Public Policy Analysis and Management

Other Professional Service/Activities

- Invited Expert to the 'Parliamentary Powers Index' project. Funded by the Economic and Social Research Council, UK. Principal Investigator: Prof. Timothy Powers, Oxford University. Fall 2014

- Invited Country Expert: Contributor to research project on parliamentary procedures Jamaica. Principal Investigators: Prof. Simon Hug, Simone Wegmann and Reto Wuest, University of Geneva. Funded by the Swiss National Science Foundation Spring 2012
- Invited Country Expert: Contributor to the “Legislative Powers Index” Database Project (on Jamaica). Principal Investigator: Prof. M. Steven Fish, University of California-Berkeley. Fall 2005
- Court-authorized Expert Witness in US Federal Immigration Court. Executive Office for Immigration Review. Baltimore, August 2009

PUBLIC SERVICE and MEDIA PRESENTATIONS (since 2005)

- Board Member. Brownfield Rehabilitation Authority of the City of Flint. 2012-present
- Board Member. Economic Development Corporation of the City of Flint. 2012-present
- Member, City Charter Review Advisory Committee, City of Flint Charter Review Commission, 2015-2016
- Member. City of Flint Master Planning Advisory Group on ‘Economic Development and Education.’ 2012-2013
- Interview. WJRT-TV ABC, Channel 12 Flint News: discussion of North Korea leadership transition December 2011
- Board member. A. G. Bishop Charitable Trust: non-profit organization providing community grants 2010-2011
- Moderator: Discussion with Hon. Dr. Madeleine Albright. Critical Issues Forum Series, UM-Flint. 15 April 2010
- Interview. WJRT-TV ABC, Channel 12 Flint News: discussion of Haiti Earthquake Crisis, January 2010
- Interview. WJRT-TV ABC, Channel 12 Flint News: discussion of Georgia-Russia Conflict, August 2008
- Participant in Public Forum “Race and the 2008 Election” at UM-Flint Winter 2008
- Community Lecture series: “Politics, Economics and Identity in the Middle East” Flint, Michigan, Fall 2007
- Workshop on “Health Care Policies and the US Presidential Candidates” organized for the Genesee County Medical Society Alliance in March 2008
- Moderator and participant: Radio talk-show at Kettering University (Flint). Topics: Darfur crisis in Sudan, US health care costs, Congressional politics. Winter 2005

CONTACT/BIOGRAPHICAL INFORMATION

Mailing Address: P.O. Box 211, Flint, MI. 48501

Residency and Citizenship status: US Citizen (naturalized). Country of Origin: Jamaica

Languages: Spanish: reading ability: excellent; writing: good; spoken ability: fair
Portuguese: reading ability: fair

Statistical software skills: Statistical analysis (Stata, R, SPSS); Spatial analysis (introductory GIS); Qualitative Data analysis (NVivo, fs/QCA); Online survey development (Qualtrics)

230223



RESOLUTION NO.: _____

PRESENTED: _____

ADOPTED: _____

**RESOLUTION APPROVING APPOINTMENT OF KAREN VANCE TO THE ECONOMIC
DEVELOPMENT CORPORATION BOARD OF DIRECTORS**

Mayor Sheldon A. Neeley appoints Karen Vance, 926 Maxine St., Flint, MI 48503, to the Board of Directors for the Economic Development Corporation, to fill the remainder of the term ending on March 31, 2026.

BE IT RESOLVED that the Flint City Council approves the appointment of Karen Vance, 926 Maxine St., Flint, MI 48503, to the Board of Directors for the Economic Development Corporation, to fill the remainder of the term ending on March 31, 2026.

FOR THE CITY OF FLINT:



Sheldon A. Neeley, Mayor

APPROVED BY CITY COUNCIL:

APPROVED AS TO FORM:



William Kim (Jul 12, 2023 13:28 EDT)

William Kim, City Attorney

KAREN F. VANCE

926 Maxine Street
Flint, Michigan 48503

karenfvance@yahoo.com
810-210-2864

EDUCATION

**CONSUMER BANKERS ASSOCIATION
GRADUATE SCHOOL OF
RETAIL BANK MANAGEMENT**
Furman University
Greenville, South Carolina

July 2010

Graduate school program tailored to enable high-potential regional managers to envision and implement an integrated strategy for their entire bank, participate effectively in an executive management committee setting, and drive long-term soundness and profitability.

SAGINAW VALLEY STATE UNIVERSITY
Saginaw, Michigan

Attended August 1994 to December 1995
Concentration in Marketing and Management

C.S. MOTT COMMUNITY COLLEGE
Flint, Michigan

Associates Degree, May 1994
Major: Marketing Management

EXPERIENCE

HUNTINGTON NATIONAL BANK
Flint, Michigan
Senior Credit Analyst
Assistant Vice President
February 2015 – Present

Underwrite and review indirect marine and RV loan applications. Analyze credit worthiness of the applicants, while following the procedures as outlined in the bank's policy manual and loan underwriting guidelines. Inform dealer partners of consumer loan decisions within established time frame. Work in a high pressure environment analyzing hundreds of loan applications per day. Serve over 1,100 dealers in 26 states.

FIRSTMERIT CORPORATION
Flint, Michigan
Assistant Vice President
Commercial Loan Fulfillment
February 2014 – February 2015

Managed, lead, and directed the commercial loan fulfillment teams. Oversaw closing due diligence, preparation of legal documentation, review of attorney prepared loans, and quality control functions that support the Lines of Business: Commercial Banking, Long Term Health Care, Construction, Franchise, Managed Assets, Core Business Banking, Retail, Private Client Services for the corporation. Ensured appropriate, consistent, and uniform processes and procedures, in accordance with established bank policies, regulatory compliance and system capabilities.

FIRSTMERIT CORPORATION
Flint, Michigan
Supervisor - Commercial Credit Advisors
October 2012 – February 2014

Managed a credit advisor team which provided oversight and guidance to the point of contact for commercial branch assigned loans. The team consisted of four credit advisors who service 275 branches. The team guided and coached branch management through the credit delivery process from application to booking. Provided support to foster a greater self-sufficiency on completing loan applications, executing the closing process, and pro-managing loan requests/situations including current loan portfolios.

CITIZENS REPUBLIC BANCORP, INC.
Flint, Michigan
Consumer Loan Officer II
Corporate Headquarters
February 2010 – October 2012

Underwrote and reviewed direct and indirect consumer loan applications. Analyzed credit worthiness of the applicant, while following the procedures as outlined in the bank's policy manual and loan underwriting guidelines. Informed dealer partners and bank staff of consumer loan decisions within established time frame. Counseled dealer partners and branch staff on alternative financing when appropriate.

CITIZENS REPUBLIC BANCORP, INC.
Flint, Michigan
Branch Manager
Corporate Headquarters Branch
October 2005 – February 2010

Branch Manager for two branch offices in the metropolitan Flint area, including the Corporate Headquarters Branch. Responsible for consumer banking sales, service delivery, relationship management encompassing consumer deposits, loans, and customer numbers. Generated client contacts, identified customer needs, and proposed appropriate services and products. Ensured compliance with bank wide standard operating practices within the branches. Responsible for over ten employees. Recipient of Chairman's Club Award (2006, 2007).

CITIZENS REPUBLIC BANCORP, INC.
Flint, Michigan
Branch Manager
Grand Blanc Branch
October 2003 – October 2005

Branch Manager for Grand Blanc, Michigan branch. Responsible for consumer banking sales, service delivery, and relationship management encompassing consumer deposits, loans, and customer numbers. Generated client contacts, identified customer needs, and proposed appropriate services and products. Ensured compliance with bank wide standard operating practices within the branch.

CITIZENS REPUBLIC BANCORP, INC.
Flint, Michigan
Personal Banker
Grand Blanc Branch
October 2001 – October 2003

Performed intermediate duties and support related to branch operational activities and financial services. Processed new account transactions; assisted customers in their selection of various accounts and financial services. Opened, maintained, and closed all account types. Promoted Bank business by maintaining good customer relations and referring customers to appropriate staff for new services.

PROFESSIONAL AND COMMUNITY ORGANIZATIONS

Corporate Women of Achievement Award - YWCA Women of Achievement (2009)
Flint Vocational Independence Program Board, Secretary
College Cultural Neighborhood Association
St. John Vianney Catholic Church

SKILLS/INTERESTS

Windows, Microsoft Word, Microsoft Excel, Microsoft Outlook
Harland, Banker Insight, Citizens Banking Express, e-mail

Film, Travel, Music, Sports

REFERENCES

Available upon request.

230224



RESOLUTION NO.: _____

PRESENTED: JUL 19 2023

ADOPTED: _____

**RESOLUTION APPROVING APPOINTMENT OF MARSAY WELLS-STROZIER TO THE
ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS**

The Bylaws of the Economic Development Corporation of the City of Flint provides that, "[t]he Mayor of the City of Flint with the advice and consent of the Governing Body of the City of Flint, shall appoint the members of the board of directors."

Pursuant to that authority, Mayor Sheldon A. Neeley appoints Marsay Wells-Strozier, of 3414 Eastman Dr. Flushing MI 48433, to the Board of Directors for the Economic Development Corporation, to fill the vacancy created by the resignation of Leon El-Alamin from that body.

BE IT RESOLVED that the Flint City Council approves the appointment of Marsay Wells-Strozier to serve the remainder of the six-year term on the Board of Directors for the Economic Development Corporation, with such term commencing immediately and expiring on March 27, 2024.

FOR THE CITY OF FLINT:


Sheldon A. Neeley, Mayor

APPROVED BY CITY COUNCIL:

APPROVED AS TO FORM:


William Kim (Jul 6, 2023 10:24 EDT)
William Kim, City Attorney

February 17, 2023

City of Flint
1101 Saginaw Street
Flint, MI 48503
Re: Flint Economic Development Board Selection

Dear Mayor Neeley:

I am writing to express my keen interest in serving as a member of The Flint Economic Development Board. As a business owner, investor in The City of Flint, and its residents, I am committed to ensuring The City's continued growth and success.

I have a background in business development, and I have worked in the field for several years. During this time, I have gained valuable experience in grant writing, property management and rehabilitation, neighborhood stabilization, developing literacy programs and community outreach services for disadvantage and marginalized communities, and developing strategies to promote growth and stability. I believe that this experience will be invaluable to The City of Flint's Economic Development Board, and I am excited about the prospect of contributing to its work.

In addition to my professional experience, I have also been actively involved in the community. I have volunteered with local organizations and have participated in various initiatives aimed at improving the economic well-being of The City of Flint and its residents. Through these experiences, I have gained a deep appreciation for the challenges and opportunities facing The City of Flint, and I am eager to contribute my skills and expertise to help address them.

I believe that serving on The Flint Economic Development Board will be an excellent opportunity for me to make a meaningful contribution to the community. I would welcome the chance to discuss my qualifications further with you and to learn more about the board's priorities and initiatives.

Thank you for considering my application. I look forward to the opportunity to serve on the The Flint Economic Development Board

Sincerely,

Dr. Marsey Wells-Strozier, Ed.D.

Dr. Marsey Wells-Strozier, Ed.D.

Dr. Marsay Wells-Strozier, Ed. D.
dr. wells-strozier@mychea.org
(810) 610-1040

PROFESSIONAL EXPERIENCE PROFILE

- ❖ 21 years For-Profit Entrepreneur
- ❖ 18 years Not-for-Profit Business Founder
- ❖ 16 years Grant Writer
- ❖ 21 years Educational Leadership
- ❖ 17 years Adult Education Instructor
- ❖ 10 years Property Management & Investing
- ❖ 3 years Community College Instructor
- ❖ 2 years Radio Broadcasting
- ❖ 1 year Prime-Time Television Co-Producer & Host
- ❖ Published Author & Journal Writer

EDUCATION

- ❖ Walden University-Boston, MA- Post Graduate Degree-Education Doctorate in Administrator Leadership (Ed.D.)
- ❖ Central Michigan University-Troy, MI- Graduate Degree-Master of Arts in Education & Instruction (M.A., Ed.)
- ❖ Baker College-Flint, MI - Undergraduate Degree-Bachelor of Business Administration (B.B.A.)
- ❖ Baker College-Flint, MI-Undergraduate Degree-Interior Design (A.A.)

CERTIFICATIONS

- ❖ Central Michigan University-Troy, MI-Certificate: Master of Arts General Administration (M.S.A.)

PUBLICATIONS

- ❖ (2010, September). Parent Enrichment Courses Key for Supporting Children, Examiner.com
- ❖ (2000, October). Urban Crisis: Reeducating Parents May Be One Solution, Examiner.com

PUBLISHED WORKS

- ❖ Wells-Strozier, M. (2016). Keira & Yo: Homonimos y Homofonos: United States: Yasram Publishing.
- ❖ Wells-Strozier, M. (2015). Keira & Me: Homonyms and Homophones. United States: Yasram Publishing.
- ❖ Allen, V., Camp, S., Davis, A., Handy, K., Holiday, R., Steiner, D., & Wells-Strozier M. (2011). Our Book: Sisters and Brothers in Strength, United States: CreateSpace Publishing.
- ❖ Allen, V., Camp, S., Davis, A., Handy, K., & Wells-Strozier M. (2010). Our Book: Sisters in Strength, United States: CreateSpace Publishing.

GRADUATE RESEARCH WORK

- ❖ **Doctoral Dissertation-** Qualitative Research: Michigan's school board professional development training and its efficacy towards student achievement
- ❖ **Master of Arts in Education /Instruction Thesis-Mix Method:** 8th-Grade Afrocentric Social Studies Curriculum

BUSINESS/ENTERPENUAL EXPERIENCE

Center for Higher Educational Achievement (CHEA)-Flint, MI
Director of Operations (Founder)

September 2005- Present

- ❖ Success Grant Writer of corporate, federal, state, and local philanthropy funding.
- ❖ Developed and property manager for low-to-moderate income housing program for homeless veterans and returning-home citizen.
- ❖ Project Mangers for low-income housing renovations.
- ❖ Created Consumers Energy partnership to establish energy efficient homes for low-income families.
- ❖ Coordinator for the organization's federally funded blight removal project.

Dr. Marsay Wells-Strozier, Ed. D.
dr. wells-strozier@mychea.org
(810) 610-1040

- ❖ Curriculum and program development for adult literacy programs for marginalized adults aged 25 and older.
- ❖ Created and implemented a community resource center designed to address the needs of low-income individuals and families by reducing barriers to employment, access to COVID-19 resources, healthcare, food benefits, and legal assistance.
- ❖ Established contract to provide adult literacy training for housing commission residents.
- ❖ Created academic and job readiness programs for subsidized (Title 5) senior employment programs.
- ❖ Established partnerships with Michigan's Department of Corrections and post-incarcerated job training programs, for the implementation of adult literacy training for returning-home citizens.
- ❖ Organized banking partnerships for adult financial literacy programs.
- ❖ Created legal aid partnerships with Legal Services of Eastern Michigan for community civil legal services for low-income individuals and families.
- ❖ Established online credit recovery High School Diploma program for 14-19-year-olds.
- ❖ Produced and hosted community broadcast radio show.
- ❖ Hosted prime-time television CW Network television show.
- ❖ Human Resources (payroll, hiring, training of staff, and volunteers)
- ❖ Marketing, policy development, and maintain all documents for State of Michigan and IRS not-for-profit status.

Yasram Global Industries, LLC-Grand Blanc, MI
Education Services & Publishing Company

February 2014-Present

- ❖ Adult Basic Education & Youth Literacy Author
- ❖ Program development & implementation of afterschool Title 1 Literacy Programs
- ❖ Curriculum Development
- ❖ Book distribution sales across the United States, Mexico & Africa
- ❖ Online digital marketing & sales
- ❖ Public Relations & oral book readings

MLS 51 Holdings, LLC-Grand Blanc, MI
Property Management & Investment

March 2021-Present

Homer Allen's Silk Floral & Interior Design-Flint Township
Interior Designer

April 1998-June 2003

TEACHING EXPERIENCE

CHEA Adult Skill Center-Flint, MI

August 2011-Present

- ❖ Adult Literacy Instructor
- ❖ Curriculum Development & Implementation
- ❖ Basic Computer Instructor (Microsoft Office)
- ❖ Online High School Instructor

Mott Community College- Flint, MI

April 2007-June 2010

- ❖ Lead Adult Literacy Instructor

Academy of Flint Charter School- Flint, MI

August 2000-June 2003

- ❖ Middle School Instructor

Academy of Flint Charter School- Flint, MI

August 2003-June 2007

- ❖ Assistant Principal

Detroit Job Corps-Detroit, MI

June 2006-April 2007

- ❖ General Education Development Instructor

Flint Salvation Army-Flint, MI

June 2005-June 2006

- ❖ Lead General Education Development Instructor

Dr. Marsay Wells-Strozier, Ed. D.
dr. wells-strozier@mychea.org
(810) 610-1040

AWARDS & RECOGNITION

- | | |
|---|--------------|
| ❖ Enterprising Ventures of Color Fellow | 2023 |
| ❖ Extraordinary Woman Recognition | 2019 |
| ❖ Harvest Community Award | 2019 |
| ❖ Zeta Beta Omega Chapter Extraordinary Woman Award | 2018 |
| ❖ Flint & Genesee County Chamber of Commerce, Clair M. White Business Award | Nominee-2015 |

COMMITTEES

- | | |
|---|--------------|
| ❖ Continuum of Care | 2022-Present |
| ❖ East Side Coalition-Flint, MI | 2017-2020 |
| ❖ Fling Housing Commission Family Sufficiency-Flint, MI | 2011-2013 |
| ❖ Genesee County Literacy Coalition-Flint, MI | 2013-2017 |

PROFESSIONAL DEVELOPMENT

- | | |
|---|------|
| ❖ State of Michigan WIOA Conference | 2022 |
| ❖ Keywe Professional Development Learning Management System (State of Michigan) | 2021 |
| ❖ Grant Writing & Strategy Workshop (Mott Foundation) | 2021 |
| ❖ Revenue, Finance & Program Impact (Mott Foundation) | 2021 |
| ❖ Transfer of Knowledge (Central Michigan University Global Campus) | 2019 |
| ❖ Project Management (Central Michigan University Global Campus) | 2019 |
| ❖ The Culture is Your Team Machine (Central Michigan University Global Campus) | 2019 |
| ❖ Transition Leadership Role (Central Michigan University Global Campus) | 2019 |

References available upon request.

230230

RESOLUTION NO.: _____

PRESENTED: JUL 19 2023

ADOPTED: _____

**RESOLUTION OF REAPPOINTMENT TO THE ETHICS
AND ACCOUNTABILITY BOARD**

BY THE CITY COUNCIL:

Pursuant to §3-502 of the Flint City Charter (effective January 1, 2018), the Ethics and Accountability Board shall consist of eleven (11) members, with two at-large members appointed by the Mayor, and each Councilperson appointing one resident from their respective ward.

Joseph King's appointment to the Ethics and Accountability Board expired effective June 25, 2022, although he continued to serve.

2nd Ward Flint City Councilmember Ladel Lewis recommends the reappointment of Joseph King (2401 Lawndale Avenue, Flint, MI, 48504 – 2nd Ward) to the Ethics and Accountability Board for the remainder of a six (6) year term, with such term commencing immediately and expiring June 25, 2028.

IT IS RESOLVED, that the Flint City Council approves the reappointment of Joseph King (2401 Lawndale Avenue, Flint, MI, 48504 – 2nd Ward) to the Ethics and Accountability Board for the remainder of a six (6) year term, with such term commencing immediately and expiring June 25, 2028.

APPROVED AS TO FORM:

APPROVED BY CITY COUNCIL:

William Kim, Chief Legal Officer

Joseph King

2401 Lawndale ave
Flint mi 48504

Phone: 810 577 4770
Fax: 810 789 9997
E-mail: bluemax223@yahoo.com

Work History

1966 to 1968

Work at Yankee store on receiving dock

1966 to 1967

Work at top hat car wash

Washing cars

1967 to 1998

Work at ac spark plug

Hourly—retire 1998

1968 to 1970

Serve in united army (honorable discharge as E5)

1993

Started JL King construction company

Owner/manger and worker

1998 to 2005

Became 50 per cent partner travel dynasty

A full serve travel agency

My duty were to manger the day to day operation

2005

Started magnum express tour and charter llc

Charter bus company

Duty manger operation and driver

Education

1963 to 1966

Attend mcts-shield high school Beatrice al

High school diploma

1970 to 1972

Attend baker college flint mi

Study business management (23 cr hr) no degree

1973 to 1974

Attend Detroit college of business flint mi

Study business marketing (14 cr hr) no degree

Joseph King

Volunteer Experience

2004 to present

Appointed to Genesee county land bank citizens advisor board

2004 to present

Join north east village citizens district council

Elected vice chairman in 2007

Elected chairman in 2009 to present

2006 to present

Join north Saginaw st. business association

Elected vice chair in 2007

Elected chairman 2009 to present

2009 to present

Flint neighborhood restoration group

Flint police volunteers

2010 to present

Flint police blue badge volunteers

1984

Vietnam veteran of American chapter

Licenses and Certificates

1993—residential builder license state of mi.

1993—lead risk assessment and lead inspection certificate of completion from univ. of cinn.

1994—bathroom remodeling

Kitchen remodeling

Home inspection

Certificates from Oakland builders institute of Rochester hills mi.

1996—home inspection certificate from Mott community college

1996—real estate salesman license state of Michigan

1998—limited real estate appraisers license state of mi.

2001—lead abatement supervisor license state of mi.

1982 to 2003 masa umpire

1984 to 2007 Michigan high school football, basketball, softball and baseball official

230231

RESOLUTION NO.: _____

PRESENTED: JUL 19 2023

ADOPTED: _____

**RESOLUTION OF REAPPOINTMENT TO THE ETHICS
AND ACCOUNTABILITY BOARD**

BY THE CITY COUNCIL:

Pursuant to §3-502 of the Flint City Charter (effective January 1, 2018), the Ethics and Accountability Board shall consist of eleven (11) members, with two at-large members appointed by the Mayor, and each Councilperson appointing one resident from their respective ward.

6th Ward Flint City Councilmember Tonya Burns recommends the appointment of Billie Dantzler (2833 Stevenson Street, Flint, MI, 48504 – Ward 6) to the Ethics and Accountability Board to fill a 6th Ward vacancy, for the remainder of a six (6) year term, with such term commencing immediately and expiring June 25, 2028.

IT IS RESOLVED, that the Flint City Council approves the appointment of Billie Dantzler (2833 Stevenson Street, Flint, MI, 48504 – Ward 6) to the Ethics and Accountability Board to fill a 6th Ward vacancy, for the remainder of a six (6) year term, with such term commencing immediately and expiring June 25, 2028.

APPROVED AS TO FORM:

APPROVED BY CITY COUNCIL:

William Kim, Chief Legal Officer

Billie Dantzler

810-449-5884 | bdantzler@fpl.info 2833 Stevenson Street, Flint, Mi. 48504

Objective

Seeking a position on the Ethics and Accountability Board for the city of Flint, Mi.

Community Volunteer Experience

Flint Local Authors

Community Block Grant Committee (CBG)

Ballenger Square Neighborhood Association

Work Experience

Flint Public Library, Flint, Mi

Children Learning Specialist

- work with preschoolers and their parents and professionals to promote early childhood literacy through the “*Every Child Ready to Read*” program,
- work with emerging readers to provide books, resources, programs and experiences to engage kids with reading and learning,
- plan and provide community programs and services to families/community members that will keep them engaged with the library through their child’s development.

Education

Wayne State University, Detroit, Mi.

Master Library and Information Science (MLIS)