

# **City of Flint, Michigan**

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



## **Meeting Agenda - FINAL**

**Monday, August 14, 2023**

**5:30 PM**

**POST-DRAFT Agenda Includes Communications No. 230285 and  
230286, and Appointment Reso No. 230284**

**GENESEE COUNTY ADMINISTRATION BUILDING**

### **CITY COUNCIL**

*Ladel Lewis, Vice President, 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  
Candice Mushatt, Ward 7  
Eva L. Worthing, Ward 9*

*Davina Donahue, City Clerk*

**CALL TO ORDER****ROLL CALL****PLEDGE OF ALLEGIANCE****PRAYER OR BLESSING****READING OF DISORDERLY PERSONS CITY CODE SUBSECTION**

*Any person that persists in disrupting this meeting will be in violation of Flint City Code Section 31-10, Disorderly Conduct, Assault and Battery, and Disorderly Persons, and will be subject to arrest for a misdemeanor. Any person who prevents the peaceful and orderly conduct of any meeting will be given one warning. If they persist in disrupting the meeting, that individual will be subject to arrest. Violators shall be removed from meetings.*

**REQUEST FOR CHANGES AND/OR ADDITIONS TO THE AGENDA****PRESENTATION OF MINUTES****PUBLIC HEARINGS**

*Members of the public shall have no more than three (3) minutes to address the City Council during a public hearing.*

**230225.6      Public Hearing/Brownfield Redevelopment Plan/Flint Commerce Center**

A Public Hearing on the City of Flint's Brownfield Redevelopment Authority's Brownfield Plan for a Flint Commerce Center Project, for the purpose of receiving comments from interested persons.

**PUBLIC SPEAKING**

*Members of the public shall have no more than three (3) minutes per speaker during public comment. Only one speaking opportunity per speaker. Numbered speaker slips will be provided prior to the start of the meeting to those wishing to speak during this portion of the agenda. No additional speakers or slips will be accepted after the meeting begins.*

**COUNCIL RESPONSE**

*Councilmembers may respond once to all public speakers only after all public speakers have spoken. An individual Councilmember's response shall be limited to two (2) minutes and is subject to all rules.*

**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.*

## PETITIONS AND UNOFFICIAL COMMUNICATIONS

### 230285 Letters of Support/City of Flint Brownfield Plan/Flint Commerce Center

Communications received August 11th and 14th, 2023, re: Letters of support for the City's Brownfield Plan for the Flint Commerce Center, as sent by Dylan M. Luna and Tyler Rossmassler of the Flint & Genesee Economic Alliance on behalf of the following organizations: AT&T-Michigan, Bishop International Airport Authority, Consumers Energy, Dee Cramer, Goyette Mechanical, GST Michigan Works!, Hamilton Community Health Network, Huntington, Hurley Mecidal Center, Lawrence E. Moon Funeral Home, Lewis & Knopf-CPAs PC, Mass Transportation Authority, McLaren Flint Foundation, Mott Community College, NorthGate, Ruth Mott Foundation, Skypoint Ventures, The Genesee Group, Inc., The Sylvester Broome Empowerment Village, and University of Michigan-Flint.

## OFFICIAL COMMUNICATIONS (From the Mayor and Other City Officials)

### 230286 Traffic Engineering/Closure Permits

Sidewalk, Lane and Street Closure permits (5) dated August 2023, for requested activities/events, with noted responsibility for the placement of the required traffic control devices, and/or personnel, for the protection of traffic and event participants.

## ADDITIONAL COMMUNICATIONS

## APPOINTMENTS

### 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.

### 230272 Appointment/Flint Planning Commission/Jeffrey Curtis Horton

Resolution resolving that the Flint City Council approves the appointment of Jeffrey Curtis Horton, of 763 Leith St Flint, Flint, MI 48505, to the Flint Planning Commission, to fill the remainder of the three-year term ending on March 31,

2026.

**230273** Reappointment/Local Officers Compensation Commission/Martin J. Banks

Resolution resolving that the Flint City Council approves the appointment of Martin J. Banks (4512 Maines Str, Flint, MI 48505), to serve the remainder of the seven-year term on the Local Officers Compensation Commission, with such term commencing immediately and expiring on August 7, 2026.

**230275** Appointment/Board of Review/Wendell Jackson/Ward 2

Resolution resolving that the Flint City Council approves the appointment of Wendell Jackson (2501 Brownell Boulevard, Flint, Michigan, 48504 - Ward 2) to the Board of Review for a three-year term, commencing upon approval of this resolution and expiring December 31, 2024, as recommended by 2nd Ward Councilmember Ladel Lewis. [NOTE: Robert L. Stamps' term on the Board of Review expired January 1, 2016, although he continued to serve. Mr. Stamps no longer resides in the 2nd Ward due to redistricting.]

**230280.1** Amended Resolution/Appointment/Parliamentarian for City Council Meetings

An amended resolution resolving that the Flint City Council is authorized to initiate the process to appoint a Parliamentarian for a three-month period to assist with rules and decorum at every regular and special City Council and Committee meeting. [NOTE: Resolution amended to add the language, "...to initiate the process...".]

## **APPOINTMENTS (May Be Referred from Special Affairs)**

**230282** Reappointment/Downtown Development Authority/Loyst Fletcher, Jr.

Resolution resolving that the Flint City Council approves the [re]appointment of Loyst Fletcher, Jr. (3502 Hawthorne Drive, Flint, MI 48503), to serve the remainder of the four-year term on the Downtown Development Authority, with such term commencing immediately and expiring on March 31, 2027.

**230283** Appointment/Ethics and Accountability Board/Doug Matthews

Resolution resolving that the Flint City Council approves the appointment of Doug Matthews (1520 Linwood Avenue, Flint MI 48503 - Mayoral Appointment), to serve the remainder of the six-year term on the Ethics and Accountability Board, with such term commencing immediately and expiring on June 26, 2026.

**230284** Appointment/Local Officers Compensation Commission/Michael J. Harris

Resolution resolving that the Flint City Council approves the appointment of Michael J. Harris (3702 Seneca Street, Flint, MI 48504), to serve the remainder of a seven-year term on the Local Officers Compensation Commission, with such term commencing immediately and expiring on August 7, 2027.

**RESOLUTIONS**

- 230257** CO#/Contract/Trio Paint/Flooring, Painting, Window Treatments, and Abatement Services/Police Department
- Resolution resolving that the proper City Officials are authorized to enter into a change order with Trio Paint for flooring, painting, window treatments and abatement services, for an additional \$13,838.00 for an aggregate total of \$738,838.00.
- 230258** CO#1/Contract/Seven Brothers Painting, Inc./Elevated Water Tower Rehabilitation Program
- Resolution resolving that the appropriate City Officials are to do all things necessary to enter into change order #1 with Seven Brothers Painting Inc., for the Elevated Water Tower Program, in a change order amount not to exceed \$15,300.00, with a total contract amount not to exceed \$554,800.00.
- 230259** JCI Jones Chemicals/Sodium Hydroxide 25%NSF
- Resolution resolving that the Division of Purchases and Supplies is authorized to issue a purchase order to JCI Jones Chemicals for the supply of sodium hydroxide 25% NSF, in an amount not to exceed \$75,000.00 for FY24 (07/01/23-06/30/24).
- 230260** JCI Jones Chemicals/Sodium Hypochlorite
- Resolution resolving that the Division of Purchases and Supplies is authorized to issue a purchase order to JCI Jones Chemicals for the supply of sodium hypochlorite, in an amount not to exceed \$105,000.00 for FY24 (07/01/23-06/30/24).
- 230261** Onix Networking Corporation/Professional Services and Licensing/GMAIL and Google Apps
- Resolution resolving that the appropriate City Officials are authorized to do all things necessary to enter into an agreement with Onix Networking Corporation to provide GMAIL and Google applications to the City of Flint for a total amount not to exceed \$114,924 for the period of July 3, 2023 through July 2, 2024.
- 230262** Deere Credit, Inc./Equipment Leases
- Resolution resolving that the Division of Purchases and Supplies is authorized to issue a Purchase Order to Deere Credit, Inc. for Fleet leased heavy equipment during FY24 (07/01/23 - 06/30/24) in an amount not to exceed \$118,687.48.
- 230264** Pomp's Tire Service, Inc./Tires, Tire Repairs and Miscellaneous Tire Services

Resolution resolving that the appropriate City Officials are authorized to do all things necessary to enter into a contract with Pomp's Tire Service, Inc. for tires, tire repairs, and miscellaneous tire services for the FY24 amount of \$130,000.00 and FY25 amount of \$130,000.00, pending adoption of the FY25 budget, for a total of \$260,000.00.

**230265**      Shannon Chemical Corporation/Phosphoric Acid 75%

Resolution resolving that the Division of Purchases and Supplies is authorized to issue a purchase order to Shannon Chemical Corporation for the supply of Phosphoric Acid 75% NSF grade, in an amount not to exceed \$140,000.00 for FY24 (07/01/23-06/30/24).

**230266**      Navistar Capital/Equipment Leases

Resolution resolving that the Division of Purchases and Supplies is authorized to issue Purchase Order to Navistar Capital (BMO Harris) in the amount of \$146,979.74 and Fleet Services complete the lease-purchase for these four (4) International plow trucks.

**230267**      National Cooperative Leasing/Equipment Leases

Resolution resolving that the Division of Purchases and Supplies is authorized to issue a Purchase Order to Lease Servicing Center, Inc. dba NCL to provide seven (7) leased 2019 International plow trucks for FY24 (07/01/23-06/30/24) in an amount not-to-exceed \$272,943.79.

**230269**      Duke's Root Control, Inc./Sewer Line Chemical Root Control Service

Resolution resolving that the proper City Officials are authorized to enter into a three year contract with Duke's Root Control for sewer line chemical root control services and chemical degreaser, in the yearly amount of \$356,720.00 and a three year aggregate amount of \$1,070,160.00. (\$356,720.00 pending adoption of the FY25 budget, \$356,720.00 pending adoption of the FY26 budget)

**230270**      MacQueen Equipment/Street Sweepers

Resolution resolving that the Division of Purchases and Supplies is authorized to issue a Purchase Order to MacQueen Equipment for the purchase of (4) street sweepers for Fleet Services to provide to the Street Maintenance division for FY24 (07/01/23-06/30/24) in an amount not-to-exceed \$1,593,890.00.

**230271**      Performance Resolution/Michigan Department of Transportation (MDOT)

Resolution resolving that in consideration of the DEPARTMENT granting such PERMIT, the City agrees that: (1) Each party to this Resolution shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this Resolution, as provided by law. This Resolution is not intended to increase either party's liability for, or immunity from, tort claims, nor

shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement; (2) If any of the work performed for the City is performed by a contractor, the City shall require its contractor to hold harmless, indemnify and defend in litigation, the State of Michigan, MDOT and their agents and employee's, against any claims for damages to public or private property and for injuries to person arising out of the performance of the work, except for claims that result from the sole negligence or willful acts of MDOT, until the contractor achieves final acceptance of the City. Failure of the City to require its contractor to indemnify MDOT, as set forth above, shall be considered a breach of its duties to MDOT; (3) Any work performed for the City by a contractor or subcontractor will be solely as a contractor for the City and not as a contractor or agent of MDOT. MDOT shall not be subject to any obligations or liabilities by vendors and contractors of the City, or their subcontractors or any other person not a party to the PERMIT without MDOT's specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims by any contractor or subcontractor will be the sole responsibility of the City; (4) The City shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, MDOT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for MDOT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, MDOT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages; (5) The City will, by its own volition and/or request by MDOT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the City's facilities according to a PERMIT issued by MDOT; (6) With respect to any activities authorized by a PERMIT, when the City requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, MDOT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for MDOT and all officers, agents, and employees thereof, pursuant to a maintenance contract; (7) The incorporation by MDOT of this Resolution as part of a PERMIT does not prevent MDOT from requiring additional performance security or insurance before issuance of a PERMIT; (8) This Resolution shall continue in force from this date until cancelled by the City or MDOT with no less than thirty (30) days prior written notice provided to the other party. It will not be cancelled or otherwise terminated by the City with regard to any PERMIT which has already been issued or activity which has already been undertaken; AND, Further Resolving that the appropriate City officials in the Department of Public Works, including but not limited to, the Transportation Director and Director of the Department of Public Works, as well as the City Administrator, are authorized to apply to MDOT for the necessary permit to work within the State Highway Right of Way on behalf of the Municipality. [NOTE: The Michigan Department of Transportation (MDOT)

requires that municipalities, prior to issuance of an "Individual Permit for Use of State Highway Right of Way", and/or an "Annual Application and Permit for Miscellaneous Operations within State Highway Right of Way," that municipalities enact a performance resolution.]

**230279** Solicitation of Proposals/Air Quality Monitoring in the City of Flint

Resolution resolving that the Flint City Council requests that City Administration do all things necessary to issue a Request for Proposal from firms able to provide air quality monitoring services on the north side of Flint. [NOTE: On June 20, 2023, the 7th Circuit Court upheld the operating permit issued allowing an asphalt plant to operate just outside the borders of the City of Flint. To ensure that the City and its residents are informed about the effects of the asphalt plant on their local air quality, the Flint City Council believes that additional testing and monitoring of the air quality is necessary.]

## **RESOLUTIONS (May Be Referred from Special Affairs)**

**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.

**230225.1** Approval/Brownfield Redevelopment Authority Brownfield Plan/Flint Commerce Center

Resolution resolving that [with regard to the City of Flint's Brownfield Redevelopment Authority Brownfield Plan for a Flint Commerce Center Project]: Definitions - Where used in this Resolution, the terms set forth below shall have the following meaning unless the context clearly requires otherwise: "Eligible Activities or "eligible activity" shall have the meaning described in Act 381. "Eligible Property" means the property designated in the Plan as the Eligible Property, as described in Act 381. "Plan" means the Plan prepared by the Authority, as transmitted to the City Council by the Authority for approval, copies of which Plan are on file in the office of the City Clerk. "Taxing Jurisdiction" shall mean each unit of government levying an ad valorem property tax on the Eligible Property. (1) Public Purpose. The City Council hereby determines that the Plan constitutes a public purpose. (2) Best Interest of the Public. The City Council hereby determines that it is in the best interests of the public to promote the revitalization of environmentally distressed areas in the City to proceed with the Plan. (3) Review Considerations. As required by Act 381, the City Council has in reviewing the Plan taken into account the following considerations: [i] Portions of the property designated in the Plan meets the definition of Eligible Property, as described in Act 381, including consideration of the criteria of "blighted" as defined in Act 381; [ii] The Plan meets the requirements set forth in section 13 of Act 381. [iii] The proposed method of financing the costs of eligible activities is feasible and the Authority has the ability to arrange the financing. [iv] The costs of eligible activities proposed are reasonable and necessary to carry out the purposes of Act 381.



[v] The amount of captured taxable value estimated to result from adoption of the Plan is reasonable. (4) Approval and Adoption of Plan. The Plan as submitted by the Authority is hereby approved and adopted. A copy of the Plan and all amendments thereto shall be maintained on file in the City Clerk's office. (5) Establishment of Project Fund: Approval of Depositary. The Authority shall establish a separate fund for the Eligible Property subject to this Plan, which shall be kept in a depositary bank account or accounts in a bank or banks approved by the Treasurer of the City. All monies received by the Authority pursuant to the Plan shall be deposited in the Project Fund for the Eligible Property. All monies in the Project Fund and earnings thereon shall be used only in accordance with the Plan and Act 381. (6) Use of Monies in the Project Fund. The monies credited to the Project Fund and on hand therein from time to time shall be used annually to first make those payments authorized by and in accordance with the Plan and any development. (7) Payment of Tax Increment Revenues to Authority. The municipal and the county treasurers shall, as ad valorem and specific local taxes are collected for the Eligible Property, pay the Tax Increment Revenues to the Authority for deposit in the Project Fund. The payments shall be made not more than 30 days after the Tax Increment Revenues are collected. (8) Disclaimer. By adoption of this Resolution and approval of the Plan, the City assumes no obligation or liability to the owner, developer, lessee or lessor of the Eligible Property for any loss or damage that may result to such persons from the adoption of this Resolution and Plan. The City makes no guarantees or representations as to the determinations of the appropriate state officials regarding the ability of the Authority to capture tax increment revenues from the State and local school district taxes for the Plan. (9) Repealer. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution shall be rescinded. [NOTE: Pursuant to a resolution establishing a City of Flint Brownfield Authority and the bylaws of the Authority, the Authority has submitted a proposed Brownfield Plan for the Flint Commerce Center. The required notice of a public hearing on the proposed Plan was given in accordance with Section 13 of Act 381, and such hearing scheduled to be held by the City Council on August 14, 2023.]

**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.

**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.

**230249** Contract/ARPA Fund Utilization/Pandemic Impact on Housing for Flint Homeowners/Mott Community College/Homeowner Education Classes

Resolution resolving that the appropriate City Officials are authorized to do all things necessary to provide funding to Mott Community College, amend the FY24 budget, and appropriate funding for revenue and expenditures in future fiscal years, for as long as funds are available from the funder. 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. [NOTE: The Administration recommends funding up to \$10,000 for Mott Community College to provide Homeowner Education Classes for City of Flint residents.]

**230250** Contract/ARPA Fund Utilization/Pandemic Impact on Housing for Flint Homeowners/Habitat for Humanity/Downpayment Assistance

Resolution resolving that the appropriate City Officials are authorized to do all things necessary to provide funding to Habitat for Humanity, amend the FY24 budget, and appropriate funding for revenue and expenditures in future fiscal years, for as long as funds are available from the funder. 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. [NOTE: The Administration recommends \$25,000 for Habitat for Humanity to continue to provide down payment assistance resources to City of Flint residents.]

**230251** Contract/ARPA Fund Utilization/Pandemic Impact on Housing for Flint Homeowners/Court Street Village/Home Repair

Resolution resolving that the appropriate City Officials are authorized to do all things necessary to provide funding to Court Street Village, amend the FY24 budget, and appropriate funding for revenue and expenditures in future fiscal years, for as long as funds are available from the funder. 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. [NOTE: The Administration recommends funding up to \$200,000 for Court Street Village to continue to provide roof replacement and home repair resources to City of Flint residents.]

**230252** Contract/ARPA Fund Utilization/Pandemic Impact on Housing for Flint Homeowners/Court Street Village/The Paint Project

Resolution resolving that the appropriate City Officials are authorized to do all things necessary to provide funding to Court Street Village, amend the FY24

budget, and appropriate funding for revenue and expenditures in future fiscal years, for as long as funds are available from the funder. 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. [NOTE: The Administration recommends funding up to \$225,000 for Court Street Village to continue to provide home repair and improvement resources through The Paint Project to City of Flint residents.]

**230253**      Contract/ARPA Fund Utilization/Pandemic Impact on Housing for Flint Homeowners/Disability Network/Accessibility Modifications

Resolution resolving that the appropriate City Officials are authorized to do all things necessary to provide funding to The Disability Network, amend the FY24 budget, and appropriate funding for revenue and expenditures in future fiscal years, for as long as funds are available from the funder. 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. [NOTE: The Administration recommends funding up to \$250,000 for The Disability Network to continue to provide accessibility modification home improvement resources to City of Flint residents.]

**230254**      Contract/ARPA Fund Utilization/Pandemic Impact on Housing for Flint Homeowners/GCARD/Home Repair

Resolution resolving that the appropriate City Officials are authorized to do all things necessary to provide funding to GCCARD, amend the FY24 budget, and appropriate funding for revenue and expenditures in future fiscal years, for as long as funds are available from the funder. 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. [NOTE: The Administration recommends funding up to \$850,000 for GCCARD to continue to provide home repair and improvement resources to City of Flint residents.]

**230255**      Contract/ARPA Fund Utilization/Pandemic Impact on Housing for Flint Homeowners/Metro Community Development/Home Repair

Resolution resolving that the appropriate City Officials are authorized to do all things necessary to provide funding to Metro Community Development, amend the FY24 budget, and appropriate funding for revenue and expenditures in future fiscal years, for as long as funds are available from the funder. 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. [NOTE: The Administration recommends funding up to \$1,550,000 for Metro Community Development to provide home repair and improvement resources to City of Flint residents.]

**230256** Contract/ARPA Fund Utilization/Pandemic Impact on Housing for Flint Homeowners/Habitat/Home Repair

Resolution resolving that the appropriate City Officials are authorized to do all things necessary to provide funding to Habitat for Humanity, amend the FY24 budget, and appropriate funding for revenue and expenditures in future fiscal years, for as long as funds are available from the funder. 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. [NOTE: The Administration recommends funding up to \$1,550,000 for Habitat for Humanity to continue to provide home repair and improvement resources to City of Flint residents.]

**230263** Grant Acceptance/C.S. Mott Foundation/Event Policing and Public Safety

Resolution resolving that the appropriate City Officials are authorized to do all things necessary to accept the grant funds set forth in the grant agreement of C.S. Mott Grant #2020-07945 in the amount of \$120,000.000, to appropriate revenue and expenditure amounts using grand code PCSM-EVENT23, and to make the grant funds available in the current and subsequent fiscal years that funding continues to remain available by the grantor. [NOTE: The Charles Stewart Mott Foundation has awarded a grant to the City of Flint for the Flint Police Departments coverage at all downtown events, including traffic redirection and street closures.]

**230268** ARPA Funding Usage/US Department of Housing and Urban Development (HUD)/2018 Lead Based Paint and Hazard Control Grant/Matching Funds

Resolution resolving that the appropriate City Officials are authorized to do all things necessary to utilize ARPA funding as described above for match on the 2018 Lead Based Paint and Hazard Control grant, abide by the terms and conditions of the HUD grant, authorize the use of ARPA funds in the amount of \$326,027.90 for the period of October 24, 2022, the date of the adopted ARPA allocation plan, through October 31, 2023, the end of the 2018 Lead Based Paint and Hazard Control grant.

**230274** Memorandum of Understanding/City of Flint/Police Officers Labor Council/Flint Police Department Lieutenants and Captains for Lump-Sum Payments/Recently Promoted Lieutenants

Resolution resolving that the Flint City Council approves the subject MOU granting lump sum payments as outlined above to Terrance Walker, Nick White, Warren Williams, and Noah Pillsbury for these individuals who would have received the lump sum had they been promoted after the July 25, 2022, ratification of the CBA between the City of Flint and the Police Officers Labor Council- Flint Police Department Sergeants. [NOTE: The following eligible persons are to receive payment as follows: Terrance Walker \$1,675.00; Nick White \$1,005.00; Warren Williams \$1,005.00; Noah Pillsbury \$1,005.00.]

**230281** ARPA Fund Utilization/Pandemic Impact on Health Disparities of Pregnant-New

Mothers and Their Infants in Flint/Michigan State University/Flint Rx Kids Program

Resolution resolving that the appropriate City Officials are authorized to do all things necessary to provide funding to Michigan State University [for the Flint Rx Kids Program], amend the FY24 budget, and appropriate funding for revenue and expenditures in future fiscal years, for as long as funds are available from the funder. 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. [NOTE: The Administration recommends funding up to \$1,000,000 for Michigan State University for the Flint Rx Kids Program.]

## **INTRODUCTION AND FIRST READING OF ORDINANCES (May Be Referred from Special Affairs)**

- 230276** Amendment/Ordinance/Chapter 6 (Alcoholic Liquor Sales)/Article I (In General)/Section 6-6 (Consumption in Public Prohibited; Possession or Consumption in Public Park or Parkway Prohibited; Exception)

An ordinance to amend the Flint City Code of Ordinances by amending Chapter 6 (Alcoholic Liquor Sales), Article I (In General), Section 6-6 (Consumption in Public Prohibited; Possession or Consumption in Public Park or Parkway Prohibited; Exception).

- 230277** Amendment/Ordinance/Chapter 28 (Motor Vehicles and Traffic)/Article I (In General)/Section 28-28.6 (Adoption of State Law Converting Possession of Alcohol in Passenger Compartment of a Motor Vehicle)

An ordinance to amend the Flint City Code of Ordinances by amending Chapter 28 (Motor Vehicles and Traffic), Article I (In General), Section 28-28.6 (Adoption of State Law Converting Possession of Alcohol in Passenger Compartment of a Motor Vehicle).

- 230278** Amendment/Ordinance/Chapter 28 (Motor Vehicles and Traffic)/Article XIV (Motorcycles, Bicycles and the Like)/Division (Bicycles)

An ordinance to amend the Flint City Code of Ordinances by amending Chapter 28 (Motor Vehicles and Traffic), Article XIV (Motorcycles, Bicycles and the Like)/Division (Bicycles).

## **FINAL COUNCIL COMMENTS**

*Final Council Comments shall be limited to two (2) minutes and are subject to all rules.*

## **ADJOURNMENT**

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.

2<sup>nd</sup> Ward Flint City Councilmember Ladel Lewis recommends the reappointment of Joseph King (2401 Lawndale Avenue, Flint, MI, 48504 – 2<sup>nd</sup> 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 – 2<sup>nd</sup> 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

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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

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## **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



230272



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

PRESENTED: AUG - 9 2023


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

**RESOLUTION APPROVING APPOINTMENT OF JEFFREY CURTIS HORTON  
TO THE FLINT PLANNING COMMISSION**

Mayor Sheldon A. Neeley appoints Jeffrey Curtis Horton, of 763 Leith St Flint, Flint, MI 48505, 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 appointment of Jeffrey Curtis Horton, of 763 Leith St Flint, Flint, MI 48505, to the Flint Planning Commission, to fill the remainder of the three-year term ending on March 31, 2026.

**FOR THE CITY OF FLINT:**

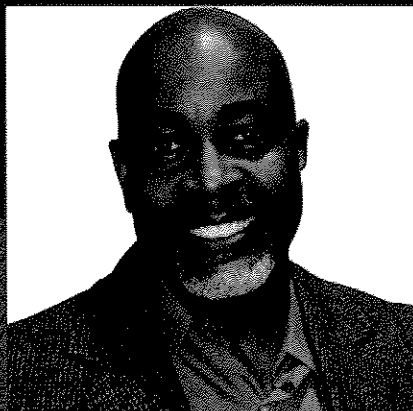
  
\_\_\_\_\_  
**Sheldon A. Neeley, Mayor**

**APPROVED BY CITY COUNCIL:**

\_\_\_\_\_

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
**William Kim, City Attorney**



📍 Flint, MI 48505

📞 833-611-9111

✉️ [done@jeffthecloser.com](mailto:done@jeffthecloser.com)

## SUMMARY

Dedicated and focused Project Management Specialist with over 25 years of experience excelling at prioritizing, completing multiple tasks simultaneously, and following through to achieve project goals. Flexible, detail-oriented and adaptive team leader with expertise in operations, development, and implementation. Exceptional group motivator versed in all aspects of project and personnel management who excels at assisting team members in discovering their internal purpose. Results-oriented, high-energy professional with talent for leading by example and inspiring peak performance. Dedicated to fostering strong effective team relationships.

## SKILLS

- Strategic Planning
- Compliance Monitoring
- Conflict Management
- Risk Management
- Systems Implementation
- Account Development and Networking
- Staff Training and Mentoring
- Financial Administration

# Jeffrey Curtis Horton

## EXPERIENCE

February 2023 - Current

**Project Manager COOL FINANCIALLY LLC | Flint, MI**

- Build and establish strong partnerships with teams, vendors and contractors. Create team objectives and roles with specific goals.
- Review project risks and devise proactive strategies to avoid potential roadblocks. Provide strong and dedicated leadership.
- Identify needs and coordinate resource allocation to deliver quality standards on time and within budget.
- Develop solutions to project risks and issues. Forecast, schedule and monitor project timelines for performance and cost efficiency.

June 2004 - Current

**Co-Founder & Broker REALSYS USA | Atlanta, GA**

- Monitor and analyze short- and long-term performance of investments against targets in identified cities and communities.
- Contribute to research and help create, implement and optimize risk management tools for continuous evaluation.
- Coordinate deal financing by gathering resources from financial institutions, public agencies or private companies.

## EDUCATION AND TRAINING

June 1982

**High School Diploma**

Flint Central HS, Flint, MI

## CERTIFICATIONS

- Real Estate Brokers License - National Association of Realtors - 2004
- Licensed Life Insurance Agent MI | GA | MS | FL - 2022
- Northeast Atlanta Metro Association of Realtors - 2008
- Certified Financial Profile Evaluator - 2013

## ACCOMPLISHMENTS

- Created highly effective new programs that significantly impact efficiency and improve operations.
- Boosted company growth consistently through innovative impact strategies that enhance long term development & progress.
- Moved the family's net worth from zero to approximately 2MM.
- Dedicated husband of over 30 years.
- Proud dad to five (5) college graduates.

230273



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

PRESENTED: AUG - 9 2023

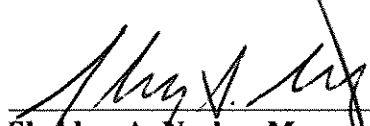
ADOPTED: \_\_\_\_\_

**RESOLUTION APPROVING REAPPOINTMENT OF MARTIN J. BANKS TO THE LOCAL OFFICER COMPENSATION COMMISSION**

Mayor Sheldon A. Neeley reappoints Martin J. Banks, of 4512 Maines Str, Flint, MI 48505, to the Local Officers Compensation Commission, to fill the remainder of the term ending on August 7, 2026.

**BE IT RESOLVED** that the Flint City Council approves the appointment of Martin J. Banks (4512 Maines Str, Flint, MI 48505), to serve the remainder of the seven-year term on the Local Officers Compensation Commission, with such term commencing immediately and expiring on August 7, 2026.

**FOR THE CITY OF FLINT:**

  
\_\_\_\_\_  
Sheldon A. Neeley, Mayor

**APPROVED BY CITY COUNCIL:**

\_\_\_\_\_

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
William Kim, City Attorney

## MARTIN J. BANKS

 FUNERAL DIRECTOR

 FLINT

[CONTACT ME](#)

### SUMMARY

Insightful Manager with experience directing and improving operations through effective employee motivational strategies and strong policy enforcement.

Proficient in best practices, market trends and regulatory requirements of industry operations. Talented leader with analytical approach to business planning and day-to-day problem-solving.

### OVERVIEW

# 26

YEARS OF PROFESSIONAL EXPERIENCE



## WORK HISTORY



**Manager**

The Banks Group, Inc.

2009-09 - Current

[Show Description](#)



**Certified Guest Teacher**

Flint Community Schools

2001-02 - 2012-09

[Show Description](#)



**Manager**

Serenity Funeral Chapel

2008-12 - 2009-08

[Show Description](#)

## EDUCATION



**Bachelor of Science - Mortuary Science**  
Wayne State University



**MBA - Strategic Management**  
Regis University



**High School Diploma**  
Beecher High School

## SKILLS

Verbal and Written Communication

Business Planning

Customer Relationship Management

Brand Management

## TIMELINE

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**Manager**

The Banks Group, Inc.

2009-09 - Current



**Manager**

Serenity Funeral Chapel

2008-12 - 2009-08



**Certified Guest Teacher**

Flint Community Schools

2001-02 - 2012-09



**Bachelor of Science - Mortuary  
Science**

Wayne State University



**MBA - Strategic Management**

Regis University



**High School Diploma**

Beecher High School

**RESOLUTION:**

230275

**PRESENTED: 8-9-2023**

**ADOPTED:**

**Resolution Approving the Appointment of  
Wendell Jackson to the Board of Review**

**BY THE CLERK:**

Robert L. Stamps' term on the Board of Review expired January 1, 2016, although he continued to serve; and

Mr. Stamps is no longer a resident of the 2<sup>nd</sup> Ward due to redistricting; and

2<sup>nd</sup> Ward City Councilmember Ladel Lewis recommends the appointment of Wendell Jackson (2501 Brownell Blvd, Flint, MI 48504) to fill the 2<sup>nd</sup> Ward vacancy.

**IT IS RESOLVED**, the Flint City Council approves the appointment of Wendell Jackson to the Board of Review for a three-year term, commencing upon approval of this resolution, and expiring December 31, 2024.

**APPROVED AS TO FORM:**

**APPROVED BY CITY COUNCIL:**

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William Kim, Chief Legal Officer



# Wendell Jackson

7458 Cell

2501 Brownell Blvd. Flint Michigan 48504 | 903-305-  
[jacksonwj@yahoo.com](mailto:jacksonwj@yahoo.com)

Accomplished leader with general management skills developed through cross-functional leadership positions, enhanced team execution, employee development, and driving best practices to achieve desired results.

Case Management • Change Management • Results Driven • Employee Relations • Training and Development  
•CADC-Development Plan • Microsoft Office Suite (Word, PowerPoint and Excel)

## Professional Skills

- Interview clients and patients to obtain biopsychosocial information as needed.
- Initiate and develop treatment plans as assessed to ensure the quality of the process for the persons served.
- Promote positive decision making and coping skills to persons served.
- Establish and promote collaborative relationships with team members, providers and other agency partners.
- Continually conduct phone calls based on the clients needs and referral options.
- Demonstrate leadership by taking on special project roles as assigned.
- Provide verbal and written reports to District and Circuit Courts as needed.
- Preserve an open line of communication with all upper level supervisors and executive director; and prepare status reports/on client assessments.
- Ensure all documentation is legible and accurate according to standard practice.

## Work History and Education

2022 - Present	Social Service Worker	Genesee County	Flint, MI
2021 - 2022	Therapist/Counselor	New Paths, Inc.	Flint, MI
2017 – 2021	MDOC Program Specialist	New Paths, Inc.	Flint, MI
2003 – 2017	Assistant Store Mgr.	Walgreens	Flint, MI
1999 – 2003	Educator (Special Needs)	Dallas ISD	Dallas, TX
2021 - Current	MBA Graduate Student	University of Phoenix	Phoenix, AZ
1998 Graduate	B.S, Hotel & Rest Mgmt.	Wiley College	Marshall, TX

230280.1

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

PRESENTED: \_\_\_\_\_ AUG – 9 2023

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

**RESOLUTION TO APPOINT A PARLIAMENTARIAN  
FOR CITY COUNCIL MEETINGS**

**BY THE CLERK:**

The Flint City Council has determined that it desires a Parliamentarian to help bring order to its meetings; and

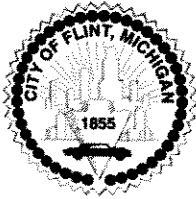
Rule 1.3 of the *Rules Governing Meetings of the Flint City Council* states that, "City Council may appoint a person to serve as its Parliamentarian."

**IT IS RESOLVED**, that the Flint City Council is authorized to initiate the process to appoint a Parliamentarian for a three-month period to assist with rules and decorum at every regular and special City Council and Committee meeting.

**APPROVED AS TO FORM:**

**APPROVED BY CITY COUNCIL:**

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



230257

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

PRESENTED: AUG - 9 2023

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

Proposal #23000507

**BY THE CITY ADMINISTRATOR:**

**RESOLUTION TO TRIO PAINT FOR THE POLICE DEPARTMENT FOR FLOORING,  
PAINTING, WINDOW TREATMENTS AND ABATEMENT SERVICES**

The Division of Purchases and Supplies solicited proposals for General Contractor Services as requested by the Facilities Maintenance Division for (3) years. Trio Paint, Burton, Michigan was the sole responsive bidder for this solicitation.

On September 26, 2022, City Council adopted resolution 220400 authorizing the three-year contract, in and annual amount not to exceed \$100,000 per year (FY23, FY24, and FY25) for each fiscal year.


On February 27, 2023, City Council adopted resolution 230051 authorizing additional Purchase Orders for FY23 (07/01/22-06/30/23) in an amount not-to-exceed \$625,000 for various large Facilities Maintenance projects in an overall grand total amount not to exceed \$725,000 for FY2023.

The Police Department is requesting an additional \$13,838.00 for FY2023 for flooring, painting, window treatments and abatement services,

Account Number	Account Name	Amount
101-315.000-801.000	Professional Services	\$13,838.00

**IT IS RESOLVED**, that the Proper City Officials, upon City Council's approval, are hereby authorized to enter into a change order with Trio Paint for flooring, painting, window treatments and abatement services, for an additional \$13,838.00 for an aggregate total of \$738,838.00.

**APPROVED AS TO FORM:**

  
William Kim (Jul 25, 2023 16:11 EDT)


**William Kim, City Attorney**

**APPROVED AS TO FINANCE:**

  
Jane Mager (Jul 26, 2023 16:23 EDT)

**Jane Mager, Acting Chief Financial Officer**


**FOR THE CITY OF FLINT:**

  
Clyde D. Edwards (Jul 25, 2023 16:52 EDT)

**Clyde Edwards, City Administrator**

**APPROVED BY CITY COUNCIL:**

**APPROVED AS TO PURCHASING:**



**Lauren Rowley, Purchasing Manager**



## CITY OF FLINT

### RESOLUTION STAFF REVIEW FORM

**TODAY'S DATE:** 07/24/2023

**BID/PROPOSAL#:**

**AGENDA ITEM TITLE:** Painting & Flooring (Old CATT Office)

**PREPARED BY:** Candice Smith - Police Department

**VENDOR NAME:** Trio Paint Company

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

The Police Department is requesting the approval from the Flint Purchasing Department for a Purchase Order in the amount of \$13,838.00 for the painting, flooring, window treatments and abstract services in the old "CATT" Office.

**FINANCIAL IMPLICATIONS:** None

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

Dept.	Name of Account	Account Number	Grant Code	Amount
Police	Professional Services	101-315.000-801.000		\$13,838.00
		<b>FY-23 GRAND TOTAL</b>		<b>\$13,838.00</b>

**PRE-ENCUMBERED?** YES ☐ NO ☒ **REQUISITION NO:** 24-0007559

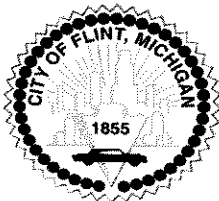
**ACCOUNTING APPROVAL:** Candice Smith  
Candice Smith (Jul 24, 2023 07:15 EDT) **Date:** \_\_\_\_\_

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

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

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

**DEPARTMENT HEAD SIGNATURE:** T. Green  
Terence Green (Jul 24, 2023 09:09 EDT)  
(Terence Green - Chief of Police)




SHELDON NEELEY  
MAYOR

## CITY OF FLINT OFFICE OF FINANCE

August 17, 2022

**TO:** Lauren Rowley  
Purchasing Manager

**FROM:** Lee Osborne   
Facilities Maintenance Operations Manager

**SUBJECT:** RECOMMENDATION – GENERAL CONTRACTOR SERVICES,  
PROPOSAL #23-507

I have carefully reviewed the proposal received for General Contractor Services. I am recommending the sole bidder, Trio Paint, in the three year annual amount not to exceed \$100,000.00.

If you have any questions or concerns, feel free to give me a call at ext. 2641.

/krm

Signature:   
lee osborne (Aug 17, 2022 10:23 EDT)

Email: losborne@cityofflint.com



RESOLUTION NO.: 220400

PRESENTED: SEP 21 2022

ADOPTED: SEP 26 2022

PROPOSAL #23000507

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO TRIO PAINT FOR FACILITIES MAINTENANCE GENERAL CONTRACTING SERVICES**

WHEREAS, The Division of Purchases & Supplies solicited proposals for General Contracting Services as requested by the Facilities Maintenance Division for three (3) years .

WHEREAS, Trio Paint, Burton Michigan was the sole responsive bidder for this solicitation.

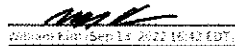
WHEREAS, the Facilities Maintenance Division is requesting an awarded contract to assist in various Facilities Maintenance projects as needed for FY23-FY25, as they are short-staffed and Trio is qualified to help with many projects such as painting, blind installations, carpet replacements, carpentry and other general labor in all city properties.

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

Account Number	Account Name/ Grant Code	Amount
444-230.200-976.000	Public Improvement Fund	\$100,000.00
	<b>FY2023 GRAND TOTAL</b>	<b>\$100,000.00</b>

IT IS RESOLVED, that the Appropriate City Officials are hereby authorized to enter into a three-year contract with Trio Paint for FY23 (07/01/22-06/30/23), FY24 (07/01/23-06/30/24) and FY25 (07/01/24-06/30/25) for an annual amount not to exceed \$100,000.00 for each fiscal year.

APPROVED AS TO FORM:

  
William Kim (Sep 15, 2022 16:43 EDT)

William Kim, City Attorney

APPROVED AS TO FINANCE:

Robert J.F. Widigan  
Robert J.F. Widigan (Sep 15, 2022 08:53 EDT)

Robert J.F Widigan, Chief Financial Officer

FOR THE CITY OF FLINT:

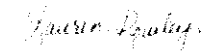
CLYDE D EDWARDS

CLYDE D EDWARDS (Sep 23, 2022 17:11 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:



Lauren Rowley, Purchasing Manager

APPROVED BY  
CITY COUNCIL  
  
SEP 26 2022



## CITY OF FLINT

### RESOLUTION STAFF REVIEW FORM

**TODAY'S DATE:** August 30, 2022

**BID/PROPOSAL#** P23000507

**AGENDA ITEM TITLE:** General contractor services

**PREPARED BY** Kathryn Neumann for Lee Osborne, Facilities Maintenance Supervisor

**VENDOR NAME:** Trio Paint

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

There are several small projects at various City buildings over the course of a year that need a general contractor to perform the services. Maintenance oversees many aging buildings and lacks the staff to be able to perform special projects.

A proposal for General Contractor Services was received by the Purchasing Department and there was only one bidder, Trio Paint. The City has used Trio Paint for many years and they have performed many projects for the City of Flint.

**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
444	Public Improvement Fund	230.200-976.000		\$ 100,000.00
		<b>FY23 GRAND TOTAL</b>		<b>\$ 100,000.00</b>

**PRE-ENCUMBERED?** YES ☒ NO ☐ **REQUISITION NO:** 230006263

**ACCOUNTING APPROVAL:** Kathryn Neumann  
Kathryn Neumann (Aug 30, 2022 09:43 EDT) **Date:** \_\_\_\_\_

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

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

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

**DEPARTMENT HEAD SIGNATURE:** Jennifer Ryan  
Jennifer Ryan (Aug 30, 2022 09:01 EDT)  
(Jennifer Ryan for Lee Osborne, Facilities Maintenance Supervisor)



SEALED PROPOSALS RECEIVED IN THE DIVISION OF PURCHASES & SUPPLIES  
**GENERAL CONTRACTOR SERVICES- (3) YEARS**  
**Proposal# 2300507**

Approximate Annual Quantities – Not Guaranteed  
 Furnish as requested for the period 7/1/22 – 6/30/25

**Bidder# 1: Trio Paint**  
**Burton, MI**

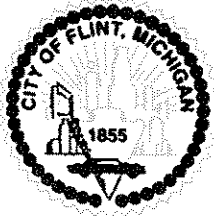
#	DESCRIPTION	HOURLY RATE (Initial Term)	HOURLY RATE (1 <sup>st</sup> Renewal Term)	HOURLY RATE (2 <sup>nd</sup> Renewal Term)	HOURLY RATE (3 <sup>rd</sup> Renewal Term)
1	Carpentry*	\$ 36.50	\$36.50	\$40	\$40
2	Carpentry**	\$54.75	\$54.75	\$60	\$60
3	Cement Finishers*	\$36.50	\$36.50	\$40	\$40
4	Cement Finishers**	\$54.75	\$54.75	\$60	\$60
5	Flooring*	\$36.50	\$36.50	\$40	\$40
6	Flooring**	\$54.75	\$54.75	\$60	\$60
7	General Labor*	\$35.00	\$35.00	\$38.50	\$38.50
8	General Labor**	\$52.50	\$52.50	\$57.75	\$57.75
9	HVAC*	\$50	\$50	\$55	\$55
10	HVAC**	\$75	\$75	\$82.50	\$82.50
11	Landscaper*	\$36.50	\$36.50	\$40	\$40
12	Landscaper**	\$54.75	\$54.75	\$60	\$60
13	Masonry*	\$36.50	\$36.50	\$40	\$40
14	Masonry**	\$54.75	\$54.75	\$60	\$60
15	Painting*	\$36.50	\$36.50	\$40	\$40
16	Painting**	\$54.75	\$54.75	\$60	\$60
17	Roofer*	\$50	\$50	\$55	\$55
18	Roofer**	\$75	\$75	\$82.50	\$82.50

**\*=Straight time \*\*= Overtime/weekend rate**

**A SPECIAL NOTE FROM THE PURCHASING DIVISION**

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





RESOLUTION NO.:

230051

PRESENTED:

FEB 22 2023

ADOPTED:

FEB 27 2023

PROPOSAL #23000507

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO TRIO PAINT FOR FACILITIES MAINTENANCE GENERAL CONTRACTOR SERVICES-  
CHANGE ORDER #1 FY2023**

**WHEREAS**, The Division of Purchases & Supplies solicited proposals for General Contractor Services as requested by the Facilities Maintenance Division for (3) years. Trio Paint, Burton, Michigan was the sole responsive bidder for this solicitation.

**WHEREAS**, On September 21, 2023, City Council adopted Resolution #220400 authorizing the three-year contract, in an annual amount not to exceed \$100,000.00 per year (FY23, FY24, and FY25) for each fiscal year.

**WHEREAS**, The Facilities Maintenance Division is overseeing multiple large facility improvement projects requiring General Contracting Services, leading the Division to request a change order for these services, in which Trio Paint has provided multiple quotes. Projects are to include Fire Department training rooms (2), Fire department kitchen renovations (2), Brennan Center and Hasselbring improvements (partial ARPA spend), City Council chamber upgrades (ARPA spend) and various as-needed City facility improvements.

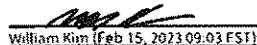
**WHEREAS**, The Facilities Maintenance Division is requesting an additional \$625,000.00 for FY2023 to complete the stated projects.

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

Account Number	Account Name/ Grant Code	Amount
101-337.000-930.000	Repairs & Maintenance (FIRE DEPT)	\$150,000.00
*296-752.161-801.000	Professional Services/ PCSM-HSCI22 (HASSELBRING)	\$150,000.00
*296-752.121-801.000	Professional Services /PCSM-BSCI22 (BRENNAN)	\$99,408.00
*287-752.120-801.000	Professional Services/FUSDT-CSLFRF (ARPA)	\$25,592.00
*287-101.464-930.100	Renovations (City Council)/FUSDT-CSLFRF (ARPA)	\$200,000.00
	<b>FY2023 TOTAL</b>	<b>\$625,000.00</b>

**IT IS RESOLVED**, that the Division of Purchases & Supplies is hereby authorized to issue additional Purchase Orders for FY23 (07/01/22-06/30/23) to Trio Paint in an amount not-to-exceed \$625,000.00 for various large Facilities Maintenance projects in an overall grand total amount not to exceed \$725,000.00 for FY2023.

APPROVED AS TO FORM:

  
William Kim (Feb 15, 2023 09:03 EST)

William Kim, City Attorney

APPROVED AS TO FINANCE:

  
Jane Mager (Feb 15, 2023 09:05 EST)

Jane Mager, Deputy CFO



RESOLUTION NO.:

PRESENTED:

ADOPTED:

FOR THE CITY OF FLINT:

Clyde D. Edwards

Clyde D. Edwards (Feb 15, 2023 16:02 EST)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

FEB 27 2023

APPROVED AS TO PURCHASING:

Lauren Rowley

Lauren Rowley, Purchasing Manager





## CITY OF FLINT

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

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

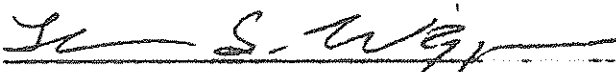
**BUDGET YEAR 1**

**BUDGET YEAR 2**

**BUDGET YEAR 3**

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

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

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

**DEPARTMENT HEAD MUST SIGN**

ATTN:  
Lee Osborne



Five P.O.



64172 S. Saginaw St. Burton MI. Ph. (810) 742-3491 Fax 810-339-6546 Triopaint.com

City of Flint - Fire Dept #1

1-9-23

Item Name	Product	Quantity	Price per Gallon	Extension
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Demo: 8x16 Tin Ceiling: NR ISO

Approx 1,250 sq ft

Vent Blinds: Window Film

General Clean up: Moving

\$1,380

Abatement: 9x9 Floor tile Removal (CASE)

Approx 1,250

Air testing, Neg pressure, Final clean  
Final Air Quality test.

\$4,790

Painting:

Prep all Grated Blinds: Vinyl walls

Boards Primer, Rust primer Caulking, Patching

P-1 P-2, Fire Ret 2 coats each

\$4,475

Rusty Metal Hangers 36" x 4"

Window Blinds: Chalk/Iron Grey 32 Blk trim

Qty 4 @ 80x90 ish, Installed

\$1,825



4172 S. Saginaw St. Burton MI. Ph. (810) 742-5491 Fax 810-339-6346 Triopaint.com

City of Flint Fire Station 1

1-4-23

Item Name

Product

Quantity

Price Per Gallon

Extension

Flooring : Prep Floor smooth  
Prime/Seal 1 coat  
7240.07 Carpet Tile  
135 yds, 160' x 4' Box  
Metal Trim as needed.

# 6,950

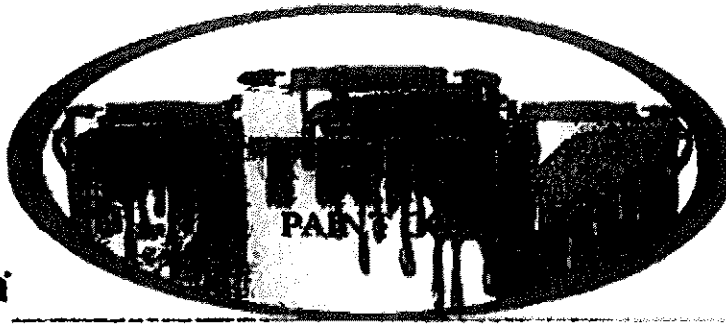
Ceiling : Install new 2x2 Grid system  
2x2 to Ravel to Traylar  
6-8" x 40" soffit where wall  
Prep for Light Lay out? per

Lee Osburn

# 7,245<sup>00</sup>

Total #26,700 / 30,000  
Not to exceed!  
PS 2

City of  
Flint



G-1172 S. Saginaw St. Burton MI. Ph. (810) 742-5491 Fax 810-339-6546 Triopaint.com

File Station #3 Kitchen 1-23-23

Item Name	Product	Quantity	Price per Gallon	Extension
-----------	---------	----------	------------------	-----------

Demo: Ceilings, Cabinets, Base, Trim's,  
Vent Blinds, Misc. etc

Ceiling: 2x2, PVC Coated, New Snd.

Painting: Prep clean, 2 coats P.1, P.2 trim.

Flooring: prep. (MD) floor Glue over 12x12  
with LVT color: size (TBD).

Blinds: Solar shades 3x8

Mithraish Built-in Cabinets, Flooring upper.  
Stainless Top Build Design per Lee-O.

\$ 46,890

Quoted.

City of  
Flint



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Fire Station #6 Kitchen 1-23-23

Item Name	Product	Quantity	Price per Gallon	Extension
-----------	---------	----------	------------------	-----------

Demolition: Cabinetry, Base, Trim.  
Dish, Misc ETC.

Ceilings: 2X2, PVC Coated; New Grid

Painting: Prep clean, 2 coats P-1, P-2 trim

Flooring: LVT color: size TBD.

Blinds: Solar Shades 3%

Millwork: Built in Cabinets, Flocking upper  
Stainless tops Build, Design per Lee O.

\$48,675

Quoted





**CITY OF FLINT**

**RESOLUTION STAFF REVIEW FORM**

**TODAY'S DATE:** January 25, 2023

**BID/PROPOSAL# P23000507**

**AGENDA ITEM TITLE:** Upgrades to Hasselbring Senior Center

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

**VENDOR NAME:** Trio Paint

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

Through competitive bidding, Trio Paint is the City's general contractor. Hasselbring was given grants to pay for upgrades/updates throughout the building. Some of the updates will be as follows: upgrading all of the lighting to LED lighting for greater efficiency. A new air purifying system will be installed for better air quality. Hands free toilets and faucets. New insulation, ceiling tiles, painting and new window shades are just few of the things that will be done.

**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
296	Other Grants Fund	752.161-801.000	PCSM-HSCI22	\$ 150,000.00
		<b>FY23 GRAND TOTAL</b>		<b>\$ 150,000.00</b>

**PRE-ENCUMBERED?** YES ☒ NO ☐ **REQUISITION NO:** 230006665

**ACCOUNTING APPROVAL:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

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

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

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

DEPARTMENT HEAD SIGNATURE: lee asberry  
lee asberry Jan 25, 2013 09:14:51

*(Lee Osborne, Facilities Maintenance Operations Manager)*



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Triopoint.com

**City of Flint**  
**1101 S Saginaw**  
**Flint, MI**  
**48502**

**1-17-23**

**Scope of Job**

**Hasselbring Senior Center**  
**Presented to Beverly Lewis**

**Description of Work**

- **Building-wide**
  - **Prep, prime, caulk (where needed) walls and door frames**
  - **Apply 2 coats of paint to walls and door frames where specified**
  - **Remove and replace ceiling tiles and tees**
  - **Install R19 insulation above ceiling tiles**
  - **Window treatments of 3% solar shades where specified**
- **Main Office**
  - **Remove old and install new solar shades**
  - **Refer to building-wide specs**
- **Directors Office**
  - **Refer to building-wide specs**
- **Finance Office**
  - **Remove old and install new solar shades**
  - **Refer to building wide specs**
- **Snack Room**
  - **Refer to building-wide specs**

- **Exercise Room**
  - **Refer to building-wide specs**
- **Exercise Hallway**
  - **Refer to building-wide specs**
- **Bathrooms**
  - **Refer to building-wide specs**
- **Computer Lab**
  - **Refer to building-wide specs**
- **Card Room**
  - **Refer to building-wide specs**
- **Pool Room**
  - **Refer to building-wide specs**
- **Conference Room**
  - **Remove old and install new solar shades**
  - **Refer to building-wide specs**
- **Service Center**
  - **Refer to building-wide specs**

**Budgeted \$122,800.00 not to exceed \$150,000.00**

**\*\*\*Flooring was not in original walk through and is not included in pricing. Flooring can be added and would be reflected in adjusted pricing.**



## CITY OF FLINT

### RESOLUTION STAFF REVIEW FORM

**TODAY'S DATE:** January 27, 2023

**BID/PROPOSAL#** P23000507

**AGENDA ITEM TITLE:** Upgrades to Brennan Community Center

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

**VENDOR NAME:** Trio Paint

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

Through competitive bidding, Trio Paint is the City's general contractor. Brennan Community Center was given grant money to pay for upgrades/updates throughout the building. New insulation, ceiling tiles, painting and new window shades. Upgrading all of the lighting to LED lighting for greater efficiency. A new air purifying system will be installed for better air quality. Hands free toilets and faucets. Updates to the gymnasium by stripping and applying polyurethane on bleachers and floors are just few things that will be done.

**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
296	Other Grants Fund	752.121-801.000	PCSM-BSC122	\$ 99,408.00
287	ARPA	752.120-801.000	FUSDT-CSLFRF	\$25,592.00
<b>FY23 GRAND TOTAL</b>				<b>\$ 125,000.00</b>

**PRE-ENCUMBERED?** YES ☒ NO ☐ **REQUISITION NO:** 230006666

**ACCOUNTING APPROVAL:** Lee Osborne **Date:** \_\_\_\_\_

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

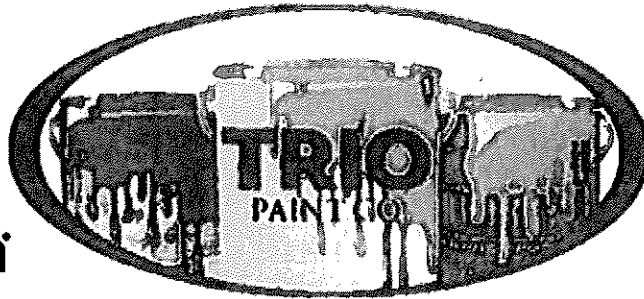
(If yes, please indicate how many years for the contract)

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

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

**DEPARTMENT HEAD SIGNATURE:** \_\_\_\_\_

Lee Osborne  
Lee Osborne (Jan 27, 2023 14:57 EST)  
(Lee Osborne, Facilities Maintenance Operations Manager)



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**City of Flint**  
**1101 S Saginaw**  
**Flint, MI**  
**48502**

**1-17-23**

**Scope of Job**

- Brennan Center

**Description of Work**

- **Exercise Room (Spec # 1,2,4,5,7)**
  - o Remove existing 2x4 ceiling tiles and check for mold
  - o Snap in T bars to make existing grid into 2x2
  - o Drop in new 2x2 Tegular Tiles
  - o Install new LVT flooring (style TBD)
  - o Clean, prep, and prime as needed
  - o Paint 2 coats on all walls and door frames
- **Gymnasium (Spec # 4,5,8)**
  - o Cover floor with heavy duty plastic
  - o Clean, prep, and prime as needed on ceiling and walls
  - o Spray Dry Fall ceiling paint on existing ceiling
  - o Spray and back roll 2 coats on all walls
  - o Paint 2 coats on door frames
  - o Wash bleachers and floor with heavy duty degreasing cleaner
  - o Scuff sand bleachers and gym floor for better adhesion
  - o Wipe floors and bleachers with denatured alcohol for better adhesion
  - o Apply a maintenance coat of heavy duty polyurethane on bleachers and floor

- **Community Room/Kitchen (Spec # 1,3,4)**
  - o Remove existing 2x4 ceiling tiles
  - o Snap in T bars to make existing grid into 2x2
  - o Drop in new 2x2 Tegular Tiles
  - o Build cover skirting to cover plumbing
  - o Build/install a new island
  
- **First office (Spec #4,5,10)**
  - o Remove existing 2x4 ceiling tiles
  - o Snap in T bars to make existing grid into 2x2
  - o Drop in new 2x2 Tegular Tiles
  - o Clean, prep, and prime as needed
  - o Paint 2 coats on all walls and door frames
  - o Remove existing window covering
  - o Install new 3% Solar shades (Charcoal with gray and black trim)
  
- **Second Office (Spec #1,5,11,14)**
  - o Remove existing 2x4 ceiling tiles
  - o Snap in T bars to make existing grid into 2x2
  - o Drop in new 2x2 Tegular Tiles
  - o Clean, prep, and prime as needed
  - o Paint 2 coats on all walls and door frames
  - o Remove existing window covering
  - o Install new 3% Solar shades (Charcoal with gray and black trim)
  - o Clean, prep, and prime as needed in bathroom
  - o Paint 2 coats on trim and walls in bathroom
  
- **Arts and Crafts (Spec #3,4,5,8)**
  - o Remove existing 2x4 ceiling tiles
  - o Snap in T bars to make existing grid into 2x2
  - o Drop in new 2x2 Tegular Tiles
  - o Remove existing carpet
  - o Install new LVT flooring (style TBD)
  - o Clean, prep, and prime as needed
  - o Paint 2 coats on all door frames and walls

- **Game Room (Spec #3,5)**
  - o Remove existing 2x4 ceiling tiles
  - o Snap in T bars to make existing grid into 2x2
  - o Drop in new 2x2 Tegular Tiles
  - o Clean, prep, and prime as needed
  - o Paint 2 coats on door frames and walls
  
- **Hallway Bathrooms (Spec #6)**
  - o Clean, prep, and prime as needed
  - o Paint 2 coats on door frames and walls

**Budgeted \$110,725.00 not to exceed \$125,000.00**



## CITY OF FLINT

### RESOLUTION STAFF REVIEW FORM

**TODAY'S DATE:** January 24, 2023

**BID/PROPOSAL#** P23000507

**AGENDA ITEM TITLE:** Renovations to City Council Chambers

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

**VENDOR NAME:** Trio Paint

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

Through competitive bidding, Trio Paint is the City's general contractor. They have given a proposal to completely renovate the City Council Chambers. All of the steel and wood chairs will be removed (new chairs will come from Office Depot) and the chambers will be gutted. New flooring, painting and bathroom upgrades are a few of the many items that are included in the renovations.

**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	ARPA Fund	101.464-930.100	FUSDT-CSLFRF	\$ 200,000.00
		<b>FY23 GRAND TOTAL</b>		<b>\$ 200,000.00</b>

**PRE-ENCUMBERED?** YES ☒ NO ☐ **REQUISITION NO:** 230006686

**ACCOUNTING APPROVAL:** Kathryn Neumann Kathryn Neumann (Jan 24, 2023 12:25 EST) **Date:** \_\_\_\_\_

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

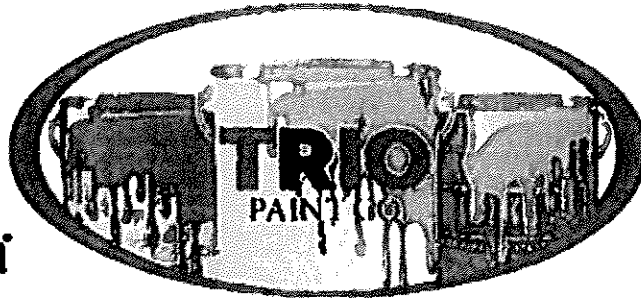
*(If yes, please indicate how many years for the contract)*

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

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

**DEPARTMENT HEAD SIGNATURE:** Lee Osborne Lee Osborne (Jan 24, 2023 10:52 EST)  
(Lee Osborne, Facilities Maintenance Operations Manager)





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Triopaint.com

**City of Flint**  
1101 S Saginaw  
Flint, MI  
48502

**1-17-23**

**Scope of Job**

- 3<sup>rd</sup> Floor Council Chambers

**Description of Work**

- **Demo work**
  - o Remove approximately 500 steel and wood chairs
  - o Remove approximately 100 linear feet of knee wall
  - o Remove and demo base molding and trim
  - o Remove wallpaper and pictures (save pictures)
  - o Build up floor platform (size to be determined)
  - o Remove, clean and properly store existing blinds
  - o Clean site
- **Flooring**
  - o Strip wax and clean floor, prep for moisture barrier
  - o Apply one coat Zephyr moisture barrier (spec to follow)
  - o Trowel on Zephyr Pressure Sensitive Glue carpet (spec to follow)
  - o Install 2x2 carpet squares (F1) on a 1/4 turn pattern (7240-07) roughly 4,000 sq ft
  - o Trowel on Zephyr Pressure Sensitive LVT Glue
  - o Install approximately 2,000 sq ft LVT 6"-8"x48" (style TBD)

- **Painting**

- Clean, prep, caulk, patch, and prime as needed
- Cover where needed to prep for spray application
- Spray 2 coats on entire ceiling of dry fall ceiling paint (color TBD), spec to follow
- Paint 2 coats on arches (color TBD), spec to follow
- Paint 2 coats Aquaborn Ceramic Satin (spec) on all door frames and specified doors (P2)
- Paint 2 coats Aquaborn Ceramic Satin (spec) on all walls in 1 hallway (P1)
- Paint 2 coats on all walls in 30x24 conference room (P1)

- **Bathrooms (qty 2)**

- Install auto flush kits, spec to follow
- Install new ADA approved bathroom partitions, layout per Lee O., color TBD
- Prep and polish floors
- Clean, prep, patch and caulk as needed
- Paint 2 coats bright white on ceilings
- Paint 2 coats on door frames (P2)
- Paint 2 coats on all walls (P1)

- **Millwork**

- Build and install a 13 space multi-use desk
- Approximately 50 ft of plastic laminate
- 16' Radius, and 32' diameter
- 1 pencil drawer per seat
- Color TBD, specs to follow
- Clerk, Lee, Lauren, Scott, Trio, Steve to o.k. specs

**Budgeted at \$172,000.00**

**Not to exceed \$200,000.00**



**SHELDON NEELEY**  
MAYOR

## **CITY OF FLINT OFFICE OF FINANCE**

August 17, 2022

**TO:** Lauren Rowley  
Purchasing Manager

**FROM:** Lee Osborne *lee*  
Facilities Maintenance Operations Manager

**SUBJECT:** RECOMMENDATION – GENERAL CONTRACTOR SERVICES,  
PROPOSAL #23-507

I have carefully reviewed the proposal received for General Contractor Services. I am recommending the sole bidder, Trio Paint, in the three year annual amount not to exceed \$100,000.00.

If you have any questions or concerns, feel free to give me a call at ext. 2641.

/km

**Signature:** lee osborne  
lee osborne (Aug 17 2022 10:23 EDT)

**Email:** losborne@cityofflint.com



RESOLUTION NO.:

**220400**

PRESENTED:

**SEP 21 2022**

ADOPTED:

**SEP 26 2022**

PROPOSAL #23000507

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO TRIO PAINT FOR FACILITIES MAINTENANCE GENERAL CONTRACTING SERVICES**

WHEREAS, The Division of Purchases & Supplies solicited proposals for General Contracting Services as requested by the Facilities Maintenance Division for three (3) years .

WHEREAS, Trio Paint, Burton Michigan was the sole responsive bidder for this solicitation.

WHEREAS, the Facilities Maintenance Division is requesting an awarded contract to assist in various Facilities Maintenance projects as needed for FY23-FY25, as they are short-staffed and Trio is qualified to help with many projects such as painting, blind installations, carpet replacements, carpentry and other general labor in all city properties.

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

Account Number	Account Name/ Grant Code	Amount
444-230.200-976.000	Public Improvement Fund	\$100,000.00
	<b>FY2023 GRAND TOTAL</b>	<b>\$100,000.00</b>

IT IS RESOLVED, that the Appropriate City Officials are hereby authorized to enter into a three-year contract with Trio Paint for FY23 (07/01/22-06/30/23), FY24 (07/01/23-06/30/24) and FY25 (07/01/24-06/30/25) for an annual amount not to exceed \$100,000.00 for each fiscal year.

APPROVED AS TO FORM:

  
Y:\1 Kim Kim (Sep 13, 2022) 15:42:07

William Kim, City Attorney

APPROVED AS TO FINANCE:

  
Y:\1 Widigan (Sep 13, 2022) 15:42:07

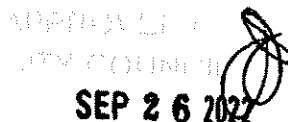
Robert J.F Widigan, Chief Financial Officer

FOR THE CITY OF FLINT:

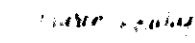
  
Y:\1 D EDWARDS (Sep 13, 2022) 15:42:07

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

  
SEP 26 2022

APPROVED AS TO PURCHASING:

  
Y:\1 Rowley (Sep 13, 2022) 15:42:07

Lauren Rowley, Purchasing Manager



RESOLUTION NO.:

230258

PRESENTED:

AUG - 9 2023

ADOPTED:

PROPOSAL#21000508

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO ENTER INTO A CHANGE ORDER #1 WITH SEVEN BROTHERS PAINTING INC., FOR THE ELEVATED WATER TOWER REHABILITATION PROGRAM**

**WHEREAS**, on April 11, 2022, Flint City Council approved resolution #210081 to enter into a four (4) year contract for a 2MG Elevated Water Tower Rehabilitation program with a contract price not to exceed \$539,300.00 for the Water Treatment Plant. The program contract includes the first-year, interior blast, interior renovation, exterior overcoat, repairs, and mixer installation at a contract price of \$509,00.00 and remaining years visual inspection, washout inspection, and any emergency services at a contract price of \$10,000.00 annually,


**WHEREAS** completion of the work for the first year required additional services to the project including the replacement of nine (9) sidewall/roof beams, re-weld six (6) sidewall/roof beams and patch sixteen (16) holes in roof, for a total cost not to exceed \$15,300.00.

**WHEREAS** the Water Treatment Plant is requesting an authorization to enter into change order #1 with Seven Brothers Painting, Inc, with funding coming from the following account:

GL/ACCOUNT #	ACCOUNT NAME /GRANT CODE	AMOUNT REQUESTED
591-545.200-801.000	Professional Services	\$15,300.00
	<b>FY2024 TOTAL:</b>	<b>\$15,300.00</b>

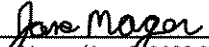
**IT IS RESOLVED** that the appropriate City Officials are to do all things necessary to enter into change order #1 with Seven Brothers Painting Inc., for the Elevated Water Tower Program, in a change order amount not to exceed \$15,300.00, with a total contract amount not to exceed \$554,800.00.

APPROVED AS TO FORM:

  
William Kim (Aug 3, 2023 07:45 EDT)


William Kim, City Attorney

APPROVED AS TO FINANCE:

  
Jane Mager (Aug 3, 2023 09:31 EDT)

Jane Mager, Acting Chief Financial Officer

FOR THE CITY OF FLINT:

  
CLYDE D EDWARDS (Aug 3, 2023 10:34 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:



# CITY OF FLINT

## RESOLUTION STAFF REVIEW FORM

**TODAY'S DATE:** July 30, 2023

**BID/PROPOSAL#**

**AGENDA ITEM TITLE:** Resolution To Enter Into A Change Order #1 With Seven Brothers Painting Inc., For The Elevated Water Tower Rehabilitation Program

**PREPARED BY:** Yolanda Gray, Department of Public Works -Utilities

**VENDOR NAME:** Seven Brothers Painting Inc.

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

April 11, 2022, Flint City Council approved resolution #210081 to enter into a four (4) year contract for a 2MG Elevated Water Tower Rehabilitation program with a contract price not to exceed \$539,300.00 for the Water Treatment Plant. Completion of the work for the first year is requiring additional services to the project including the replacement of nine (9) sidewall/roof beams, re-weld six (6) sidewall/roof beams and patch sixteen (16) holes in roof, for a total cost not to exceed \$15,300.00 with a total contract amount not to exceed \$554,800.00. The Water Treatment Plant is requesting an authorization to enter into Change Order #1 with Seven Brothers Painting, Inc, with funding coming from 591-545.200-801.000.

**FINANCIAL IMPLICATIONS:**

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

Dept.	Name of Account	Account Number	Grant Code	Amount
591	Professional Services	591-545.200-801.000		\$15,300.00
FY24 GRAND TOTAL				\$15,300.00

**PRE-ENCUMBERED?** YES ☒ NO ☐ **REQUISITION NO:** 230006425

**ACCOUNTING APPROVAL:** Yolanda Gray **Date:** 7-30-23

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

**DEPARTMENT HEAD SIGNATURE:** Scott Russell 7/31/23

(PLEASE TYPE NAME, TITLE)





RESOLUTION NO.:

230259

PRESENTED:

AUG - 9 2023

ADOPTED:

**BY THE CITY ADMINISTRATOR:**

**RESOLUTION TO JCI JONES CHEMICALS FOR SODIUM HYDROXIDE 25%NSF**


**WHEREAS** The Division of Purchases & Supplies solicited bids for sodium hydroxide 25% NSF for the period of FY22-FY23 on behalf of the Water Plant. JCI Jones Chemicals, Riverview, MI, was the responsive and awarded bidder for the two-year period.

**WHEREAS** The Water Plant requested to extend the bid for FY24, agreed upon by JCI Jones Chemicals for the supply of this essential water treatment chemical as required by the EPA and EGLE.

GL/ACCOUNT #	ACCOUNT NAME /GRANT CODE	AMOUNT REQUESTED
591-545.200-753.000	Treatment Chemicals	\$75,000.00
	<b>FY2024 TOTAL</b>	<b>\$75,000.00</b>

**IT IS RESOLVED** that the Division of Purchases & Supplies is hereby authorized to issue a purchase order to JCI Jones Chemicals for the supply of sodium hydroxide 25% NSF, in an amount not to exceed \$75,000.00 for FY24 (07/01/23-06/30/24).

**APPROVED AS TO FORM:**

  
William Kim (Aug 3, 2023 07:45 EDT)


**William Kim, City Attorney**

**APPROVED AS TO FINANCE:**

  
Jane Mager (Aug 3, 2023 09:30 EDT)

**Jane Mager, Acting Chief Financial Officer**

**FOR THE CITY OF FLINT:**

  
CLYDE D EDWARDS (Aug 3, 2023 10:34 EDT)

**Clyde Edwards, City Administrator**

**APPROVED BY CITY COUNCIL:**



## RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: July 31, 2023

BID/PROPOSAL#

AGENDA ITEM TITLE: SODIUM HYDROXIDE (CAUSTIC)

PREPARED BY: Melanie Poisson for The Water Plant

VENDOR NAME: JCI JONES

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

SODIUM HYDROXIDE (CAUSTIC) is essential for water treatment to maintain all EPA and EGLE requirements. Pricing has been extended for one year.

Please issue a purchase order for the FY2024 budgeted amount of \$75,000.00 using funds from account 591-545.200-753.000.

FINANCIAL IMPLICATIONS: NONE

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

Dept.	Name of Account	Account Number	Grant Code	Amount
DPW-WTP	Treatment Chemicals FY23	591-545.200-753.000		\$75,000.00
		<b>FY24 GRAND TOTAL</b>		<b>\$75,000.00</b>

PRE-ENCUMBERED? YES ☒ NO ☐ REQUISITION NO: 240007516

ACCOUNTING APPROVAL: Yolanda Gray Date: 7-31-23  
(Yolanda Gray, DPW Accounting Supervisor)

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: Scott Dungee Date: 7/31/23  
(Scott Dungee, Water Plant Supervisor)

Melanie Poisson

RESOLUTION NO.: 230260PRESENTED: AUG - 9 2023

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

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO JCI JONES CHEMICALS FOR SODIUM HYPOCHLORITE**


**WHEREAS** The Division of Purchases & Supplies solicited bids for sodium hypochlorite for the period of FY22-FY23 on behalf of the Water Plant. JCI Jones Chemicals, Riverview, MI ,was the responsive and awarded bidder for the two-year period.

**WHEREAS** The Water Plant requested to extend the bid for FY24, agreed upon by JCI Jones Chemicals for the supply of this essential water treatment chemical as required by the EPA and EGLE.

GL/ACCOUNT #	ACCOUNT NAME /GRANT CODE	AMOUNT REQUESTED
591-545.200-753.000	Treatment Chemicals	\$105,000.00
	FY2024 TOTAL	\$105,000.00

**IT IS RESOLVED** that the Division of Purchases & Supplies is hereby authorized to issue a purchase order to JCI Jones Chemicals for the supply of sodium hypochlorite, in an amount not to exceed \$105,000.00 for FY24 (07/01/23-06/30/24).


APPROVED AS TO FORM:

  
William Kim (Aug 3, 2023 07:45 EDT)**William Kim, City Attorney**

APPROVED AS TO FINANCE:

  
Jane Mager (Aug 3, 2023 09:30 EDT)**Jane Mager, Acting Chief Financial Officer**

FOR THE CITY OF FLINT:

  
CLYDE D EDWARDS (Aug 3, 2023 10:35 EDT)**Clyde Edwards, City Administrator**

APPROVED BY CITY COUNCIL:

## RESOLUTION STAFF REVIEW FORM

**TODAY'S DATE:** July 31, 2023

**BID/PROPOSAL#**

**AGENDA ITEM TITLE:** SODIUM HYPOCHLORITE 12.5%

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

**VENDOR NAME:** JCI JONES CHEMICAL

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

SODIUM HYPOCHLORITE 12.5% is required and is essential for water treatment to maintain all EPA and EGLE requirements. Pricing has been extended for one year.

Please issue a purchase order for the FY2024 budgeted amount of \$105,000.00 using funds from account 591-545.200-753.000.

**FINANCIAL IMPLICATIONS:** NONE

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

Dept.	Name of Account	Account Number	Grant Code	Amount
DPW-WTP	Treatment Chemicals	591-545.200-753.000		\$105,000.00
<b>FY24 GRAND TOTAL</b>				<b>\$105,000.00</b>

**PRE-ENCUMBERED?** YES ☒ NO ☐ **REQUISITION NO:** 240007515

**ACCOUNTING APPROVAL:**

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

**Date:** 7-31-23

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

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

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

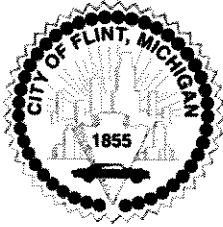
**STAFF RECOMMENDATION: (PLEASE SELECT):** ☒ **APPROVED** ☐ **NOT APPROVED**

**DEPARTMENT HEAD SIGNATURE:**

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

**Date:** 7/31/23

Melanie Poisson



230261

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

PRESENTED: AUG - 9 2023

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

**RESOLUTION TO EXTEND ONIX NETWORKING CORPORATION FOR  
PROFESSIONAL SERVICES AND LICENSING**

**BY THE CITY ADMINISTRATOR:**

**WHEREAS**, the Onix Networking Corporation, 26931 Detroit Road, Westlake, Ohio currently provides the City of Flint with licensing and consultant services for Gmail and Google applications; and

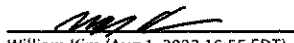
**WHEREAS**, Information Technology Services is requesting to retain the use of Google Workspace Enterprise for GMAIL and Google Apps from said vendor. Onix Networking will provide Google Workspace for standard and Archived users for 12 months for the total amount of \$112,656 for FY24. Funding is available and will come from Data Processing account 636-228.100-814.600; and

Account Number	Account Name	Amount
636-228.000-814.600	Software	\$112,656

**FY2024 TOTAL                      \$112,656**

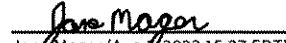
**IT IS RESOLVED**, that the appropriate officials are hereby authorized to do all things necessary to enter into an agreement with Onix Networking Corporation to provide GMAIL and Google applications to the City of Flint for a total amount not to exceed \$114,924 for the period July 3, 2023 through July 2, 2024.

**APPROVED AS TO FORM:**

  
William Kim (Aug 1, 2023 16:55 EDT)

**William Kim, City Attorney**

**APPROVED AS TO FINANCE:**

  
Jane Mager (Aug 1, 2023 15:37 EDT)

**Jane Mager, Acting Chief Financial Officer**

**FOR THE CITY OF FLINT:**

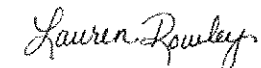
  
CLYDE D EDWARDS (Aug 1, 2023 18:01 EDT)

**Clyde Edwards, City Administrator**

**APPROVED BY CITY COUNCIL:**

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

**APPROVED AS TO PURCHASING:**



**Lauren Rowley, Purchasing Manager**



## CITY OF FLINT

### STAFF REVIEW FORM

**TODAY'S DATE:** 07/26/2023

**BID/PROPOSAL#** [REDACTED]

**AGENDA ITEM TITLE:** Google Workspace Enterprise for All Users

**PREPARED BY** Monique Cole, Information Technology  
(Please type name and Department)

**VENDOR NAME:** Onix Networking Corporation

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

This is the renewal for Google Workspace Licenses for both current and Archived User licenses.  
License is from 7/3/2023 – 7/2/2024

GOOGLE WORKSPACE ENTERPRISE 742 USERS @ \$120 FOR NEXT 12 MOS

GOOGLE WORKSPACE ENTERPRISE ARCHIVED 984 USERS @ \$24 FOR NEXT 12 MOS

The current agreement with Onix Networking is set up for an annual renewal.

**FINANCIAL IMPLICATIONS:**

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

Dept.	Name of Account	Account Number	Grant Code	Amount
IT	SOFTWARE	636-228.100-814.600		\$112,656.00
		FY24 GRAND TOTAL		\$112,656.00

**PRE-ENCUMBERED?** YES ☒ NO ☐ **REQUISITION NO:** 240007574

**ACCOUNTING APPROVAL:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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



## 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)**

**BUDGET YEAR 1** \$112,656.00

**BUDGET YEAR 2**

**BUDGET YEAR 3**

**BUDGET YEAR 4**

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

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

**DEPARTMENT HEAD SIGNATURE:**

  
Jeff Keen, IT Director

(PLEASE TYPE NAME, TITLE)

**DEPARTMENT HEAD MUST SIGN**



Onix Networking Corp.  
1991 Crocker Rd, Westlake, OH 44145 US  
Phone 216-529-3000, Fax 216-529-3020  
www.onixnet.com

# INVOICE

**Billing Address**

City of Flint  
Finance  
P.O. Box 246  
Flint, MI 48501

**Shipping Address**

City of Flint  
Information Services  
1101 S Saginaw St., Room 20  
Flint, MI 48502

<b>Invoice Number</b>	SIN012805
<b>Invoice Date</b>	7/31/2023
<b>P.O. Number</b>	TBD
<b>Invoice Terms</b>	Net 30
<b>Rep</b>	Brian Mansell

<b>Domain</b>	<b>Billing ID</b>	<b>Invoice Currency</b>	<b>Due Date</b>
cityofflint.com		USD	8/30/2023

**Invoice Description**

REPLACEMENT INVOICE for Year 3 Google Workspace renewal. Original invoice SIN012534 cancelled with credit note SCR000367. Please use only this replacement invoice to process your payment.

	<b>Product Name</b>	<b>Line Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Tax Value</b>	<b>Net Value</b>
1	GAPPS-ENT-STD-1USER-12MO <i>Billing Period: 7/3/2023 - 7/2/2024</i>	Google Workspace Enterprise Standard License, 1 user, 12 Months <i>3/27/2023 license add-on</i>	75.00	\$120.00	\$0.00	\$9,000.00
2	GAPPS-AU-ENT-STD-1USER-12MO <i>Billing Period: 7/3/2023 - 7/2/2024</i>	Google Workspace Archived User Enterprise Standard - 12MO <i>3/27/2023 license add-on</i>	87.00	\$24.00	\$0.00	\$2,088.00
3	GAPPS-ENT-STD-1USER-12MO <i>Billing Period: 7/3/2023 - 7/2/2024</i>	Google Workspace Enterprise Standard License, 1 user, 12 Months <i>2/18/2022 license add-on</i>	10.00	\$120.00	\$0.00	\$1,200.00
4	GAPPS-AU-ENT-STD-1USER-12MO <i>Billing Period: 7/3/2023 - 7/2/2024</i>	Google Workspace Archived User Enterprise Standard - 12MO <i>2/25/2022 license add-on</i>	834.00	\$24.00	\$0.00	\$20,016.00
5	GAPPS-AU-ENT-STD-1USER-12MO <i>Billing Period: 7/3/2023 - 7/2/2024</i>	Google Workspace Archived User Enterprise Standard - 12MO <i>1/15/2023 license add-on</i>	38.00	\$24.00	\$0.00	\$912.00

	Product Name	Line Description	Quantity	Unit Price	Tax Value	Net Value
6	GAPPS-AU-ENT-STD-1USER-12MO Billing Period: 7/3/2023 - 7/2/2024	Google Workspace Archived User Enterprise Standard - 12MO 2/16/2023 license add-on	25.00	\$24.00	\$0.00	\$600.00
7	GAPPS-ENT-STD-1USER-12MO Billing Period: 7/3/2023 - 7/2/2024	Google Workspace Enterprise Standard License, 1 user, 12 Months 2/16/2023 license add-on	25.00	\$120.00	\$0.00	\$3,000.00
8	GAPPS-ENT-STD-1USER-12MO Billing Period: 7/3/2023 - 7/2/2024	Google Workspace Enterprise Standard License, 1 user, 12 Months Year 3 of 3	632.00	\$120.00	\$0.00	\$75,840.00

**Net Total** \$112,656.00

**Tax** \$0.00

**Invoice Total(USD)** \$112,656.00

Sales Tax Rates	
MICHIGAN	0.000%

Banking Information		
<b>Payment by Check</b> Onix Networking Corp. PO Box 74184 Cleveland, OH 44194-0002	<b>Payment by ACH</b> Account #: 13112847 Routing Number: 021052053	<b>Payment by Wire</b> KeyBank Account #: 358613244468 ABA Routing Number: 041001039 SWIFT: KEYBUS33
Onix Networking Corp. Tax Information		
GST/HST # 846616308    QST # 1224137873 TQ 0002		
Payment Notification Email Address: arpayments@onixnet.com		



230262  
RESOLUTION NO.: \_\_\_\_\_

PRESENTED: AUG - 9 2023

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

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO DEERE CREDIT, INC. FOR EQUIPMENT LEASES**

**WHEREAS**, The Fleet Services Division leases heavy equipment as part of the fleet maintenance & replacement program; the Fleet Services Division currently has four (4) pieces of heavy equipment requiring lease payment to Deere Credit for FY24; said equipment being utilized by Water and Sewer Distribution, Water Pollution Control, and Streets Maintenance divisions.


**WHEREAS**, the Fleet Services Division is recommending these annual lease payments for Deere Credit to be paid in an FY24 amount of \$118,687.48.

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

Account Number	Account Name/ Grant Code	Amount
661-229.000-940.000	RENTALS	\$118,687.48
	<b>FY2023 TOTAL</b>	<b>\$118,687.48</b>

**IT IS RESOLVED**, that the Division of Purchases & Supplies is hereby authorized to issue a Purchase Order to Deere Credit, Inc. for Fleet leased heavy equipment during FY24 (07/01/23 – 06/30/24) in an amount not to exceed \$118,687.48.

APPROVED AS TO FORM:

  
William Kim (Jul 18, 2023 09:48 EDT)

William Kim, City Attorney

APPROVED AS TO FINANCE:

  
Jane Mager (Jul 18, 2023 10:23 EDT)

Jane Mager, Acting Chief Financial Officer

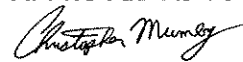
FOR THE CITY OF FLINT:

  
CLYDE D EDWARDS (Jul 18, 2023 12:14 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:



Christopher Mumby, Interim Purchasing Manager



## CITY OF FLINT

### STAFF REVIEW FORM

**TODAY'S DATE:** 7/17/2023

**BID/PROPOSAL#**

**AGENDA ITEM TITLE:** *Lease Payments for Heavy Equipment*

**PREPARED BY:** *Christine Tagg, Fleet Services*

**VENDOR NAME:** *Deere Credit, Inc*

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

Fleet Services is requesting a purchase order be issued for FY24 in the amount of \$118,687.48 to make multiple lease payments throughout FY24 for four (4) pieces of heavy equipment being used by the DPW – Water & Sewer divisions, Water Pollution Control, and Street Maintenance.

**FINANCIAL IMPLICATIONS \$118,687.48**

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

Dept.	Name of Account	Account Number	Grant Code	Amount
3331	Rentals	661-229.000-940.000		\$118,687.48
		<b>FY24 GRAND TOTAL</b>		<b>\$118,687.48</b>

**PRE-ENCUMBERED?** YES ☒ NO ☐ **REQUISITION NO:** 240007501

**ACCOUNTING APPROVAL:** Christine Tagg  
Christine Tagg (Jul 17, 2023 14:31 EDT)

**Date:** July 17, 2023



## CITY OF FLINT

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☒

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

BUDGET YEAR 1 \$118,687.48

BUDGET YEAR 2

BUDGET YEAR 3

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

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

DEPARTMENT HEAD SIGNATURE: Aaron R. Cottrell  
Aaron R. Cottrell (Jul 18, 2023 08:35 EDT)

(Aaron R. Cottrell, Fleet Administrator)

7448  
Sawyer



## Lease Schedule

Lease Schedule No.	030-0063090-014
Master Lease Agreement No.	0063090

<b>Lessee:</b> (Name & Address)	<b>CITY OF FLINT</b> 1101 S SAGINAW ST, FLINT, MI 48502-1420
<b>Lessor:</b>	<b>DEERE CREDIT, INC.</b> 6400 NW 86 <sup>th</sup> ST, PO BOX 6600, JOHNSTON, IA 50131-6600

### LEASE TERM

Lease Term Start Date	Lease Term End Date	# Of Payments	Lease Payment	*Sales/Use Tax	Total Lease Payment	Purchase Option Price
06/25/2020	06/25/2025	5	\$18,869.24	\$0.00	\$18,869.24	\$51,288.00

\*If part of the regular scheduled lease payment

### RENEWAL TERM

Renewal Term Start Date	Renewal Term End Date	# Of Payments	Renewal Lease Payment Amount	Sales/Use Tax	Total Renewal Lease Payment	Purchase Option Price

### PAYMENT TERMS

### PAYMENT DUE AT SIGNING

Due Date	1 <sup>st</sup> Payment Due Date	Discount Rate	Advance Lease Payment**	\$18,869.24
25	06/25/2020	Internal Rate of Return minus 2 percent (2%)	Origination Fee	\$0.00
Billing Period	Irregular Payments		Security Deposit	\$0.00
<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input checked="" type="checkbox"/> Annual <input type="checkbox"/> Irregular			Total Due At Signing	\$18,869.24
			**Advance Lease Payment includes the first (1) and last (0) Lease Payment(s)	

"Master Agreement" shall mean the above referenced Master Lease Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement. All of the terms and conditions set forth in the Master Agreement and any amendment, addendum, schedule or attachment thereto or hereto including, but not limited to, the Equipment Return Provisions are hereby incorporated into and made a part of this Schedule.

**Lease Payments.** You agree to remit the Lease Payments (and applicable sales, use and property taxes) on the dates noted above and all other amounts when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450.

**Hourly Charges.** You certify that the engine hour meter reading on each item of Equipment is accurate as of the date you sign this Schedule. If you use any Equipment during the Lease Term for more than the Engine Hourly Limit indicated above for that item of Equipment, you will pay to us within 10 days of the Lease Term End Date (or any earlier termination of the Lease) an amount equal to the Excess Hour Charge for that item of Equipment for each engine hour in excess of the Engine Hourly Limit. If the Lease is terminated, cancelled or extended for any reason, the Hourly Limit will be prorated by us in our sole discretion.

**Purchase Option.** You may purchase the Equipment on the Lease Term End Date (or the Renewal Term End Date) for the applicable Purchase Option Price (plus applicable Taxes including estimated property taxes), provided (1) you are not in default; and (2) we receive the Purchase Option Price and any other amounts you owe us on or before the Lease Term End Date (or the Renewal Term End Date). Upon receipt of the Purchase Option Price, we will transfer to you all of our right, title and interest in such item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

**Renewal Term.** If (1) a Renewal Term is provided for above, and (2) you notify us at least sixty (60) days prior to the end of the Lease Term that you intend to renew the Lease for the Renewal Term, the Lease shall renew for the Renewal Term. You agree to remit to us the Renewal Lease Payments indicated above (plus applicable taxes and other amounts) when due and payable each Billing Period, even if we do not send you a bill or an invoice.

**Representations and Warranties.** You represent and warrant to us, as of the date you signed this Schedule, that (1) the Equipment was selected by you; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (3) the safe operation and the proper servicing of the Equipment were explained to you; (4) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (5) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (6) the Equipment is in good condition and repair (operating and otherwise); (7) the Equipment shall be used only for the purpose indicated herein; (8) except as disclosed to us, neither you nor any person related to you will have an equity interest in the Equipment on the Lease Term Start Date; and (9) all information provided to us by you is true and correct.

You acknowledge and agree that: (1) we did not select, manufacture or supply any of the Equipment; (2) we acquired the Equipment at your direction; (3) you selected the supplier of the Equipment; (4) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (5) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (6) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508 - 522 of Article 2A of the Uniform Commercial Code.

Lease Payments may be based on the assumption that we will be entitled to certain tax benefits as the owner of the Equipment. If you take or fail to take any action that results in a loss of such tax benefits, you will pay us, on demand, the amount we calculate as the value of such lost tax benefits.

7449  
Water



## Lease Schedule

Lease Schedule No.	030-0063090-015
Master Lease Agreement No.	0063090

<b>Lessee:</b> (Name & Address)	<b>CITY OF FLINT</b> 1101 S SAGINAW ST, FLINT, MI 48502-1420					
<b>Lessor:</b>	<b>DEERE CREDIT, INC.</b> 6400 NW 88 <sup>th</sup> ST, PO BOX 6600, JOHNSTON, IA 50131-6600					
<b>LEASE TERM</b>						
Lease Term Start Date	Lease Term End Date	# Of Payments	Lease Payment	*Sales/Use Tax	Total Lease Payment	Purchase Option Price
06/25/2020	06/25/2025	5	\$18,869.24	\$0.00	\$18,869.24	\$51,288.00
*If part of the regular scheduled lease payment						
<b>RENEWAL TERM</b>						
Renewal Term Start Date	Renewal Term End Date	# Of Payments	Renewal Lease Payment Amount	Sales/Use Tax	Total Renewal Lease Payment	Purchase Option Price
<b>PAYMENT TERMS</b>						
Due Date	1 <sup>st</sup> Payment Due Date	Discount Rate		Advance Lease Payment**		\$18,869.24
25	06/25/2020	Internal Rate of Return minus 2 percent (2%)		Origination Fee		\$0.00
Billing Period	Irregular Payments			Security Deposit		\$0.00
<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input checked="" type="checkbox"/> Annual <input type="checkbox"/> Irregular				Total Due At Signing		\$18,869.24
				**Advance Lease Payment includes the first (1) and last (0) Lease Payment(s)		

"Master Agreement" shall mean the above referenced Master Lease Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement. All of the terms and conditions set forth in the Master Agreement and any amendment, addendum, schedule or attachment thereto or hereto including, but not limited to, the Equipment Return Provisions are hereby incorporated into and made a part of this Schedule.

**Lease Payments.** You agree to remit the Lease Payments (and applicable sales, use and property taxes) on the dates noted above and all other amounts when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450.

**Hourly Charges.** You certify that the engine hour meter reading on each item of Equipment is accurate as of the date you sign this Schedule. If you use any Equipment during the Lease Term for more than the Engine Hourly Limit indicated above for that item of Equipment, you will pay to us within 10 days of the Lease Term End Date (or any earlier termination of the Lease) an amount equal to the Excess Hour Charge for that item of Equipment for each engine hour in excess of the Engine Hourly Limit. If the Lease is terminated, cancelled or extended for any reason, the Hourly Limit will be prorated by us in our sole discretion.

**Purchase Option.** You may purchase the Equipment on the Lease Term End Date (or the Renewal Term End Date) for the applicable Purchase Option Price (plus applicable Taxes including estimated property taxes), provided (1) you are not in default; and (2) we receive the Purchase Option Price and any other amounts you owe us on or before the Lease Term End Date (or the Renewal Term End Date). Upon receipt of the Purchase Option Price, we will transfer to you all of our right, title and interest in such item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

**Renewal Term.** If (1) a Renewal Term is provided for above, and (2) you notify us at least sixty (60) days prior to the end of the Lease Term that you intend to renew the Lease for the Renewal Term, the Lease shall renew for the Renewal Term. You agree to remit to us the Renewal Lease Payments indicated above (plus applicable taxes and other amounts) when due and payable each Billing Period, even if we do not send you a bill or an invoice.

**Representations and Warranties.** You represent and warrant to us, as of the date you signed this Schedule, that (1) the Equipment was selected by you; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (3) the safe operation and the proper servicing of the Equipment were explained to you; (4) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (5) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (6) the Equipment is in good condition and repair (operating and otherwise); (7) the Equipment shall be used only for the purpose indicated herein; (8) except as disclosed to us, neither you nor any person related to you will have an equity interest in the Equipment on the Lease Term Start Date; and (9) all information provided to us by you is true and correct.

You acknowledge and agree that: (1) we did not select, manufacture or supply any of the Equipment; (2) we acquired the Equipment at your direction; (3) you selected the supplier of the Equipment; (4) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (5) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (6) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 506 - 522 of Article 2A of the Uniform Commercial Code.

Lease Payments may be based on the assumption that we will be entitled to certain tax benefits as the owner of the Equipment. If you take or fail to take any action that results in a loss of such tax benefits, you will pay us, on demand, the amount we calculate as the value of such lost tax benefits.



# JOHN DEERE FINANCIAL

## Lease Schedule

Lease Schedule No.		030-0063090-016				
Master Lease Agreement No.		0063090				
Lessee: (Name & Address)		CITY OF FLINT 1101 S SAGINAW ST, FLINT, MI 48502-1420				
Lessor:		DEERE CREDIT, INC. 6400 NW 86 <sup>th</sup> ST, PO BOX 6600, JOHNSTON, IA 50131-6600				
<b>LEASE TERM</b>						
Lease Term Start Date	Lease Term End Date	# Of Payments	Lease Payment	*Sales/Use Tax	Total Lease Payment	Purchase Option Price
07/07/2020	07/07/2025	5	\$26,442.59	\$0.00	\$26,442.59	\$78,220.32
*If part of the regular scheduled lease payment						
<b>RENEWAL TERM</b>						
Renewal Term Start Date	Renewal Term End Date	# Of Payments	Renewal Lease Payment Amount	Sales/Use Tax	Total Renewal Lease Payment	Purchase Option Price
<b>PAYMENT TERMS</b>						
Due Date	1 <sup>st</sup> Payment Due Date	Discount Rate		Advance Lease Payment**		\$26,442.59
07	07/07/2020	Internal Rate of Return minus 2 percent (2%)		Origination Fee		\$0.00
Billing Period	Irregular Payments			Security Deposit		\$0.00
<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input checked="" type="checkbox"/> Annual <input type="checkbox"/> Irregular				Total Due At Signing		\$26,442.59
**Advance Lease Payment includes the first (1) and last (0) Lease Payment(s)						

"Master Agreement" shall mean the above referenced Master Lease Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement. All of the terms and conditions set forth in the Master Agreement and any amendment, addendum, schedule or attachment thereto or hereto including, but not limited to, the Equipment Return Provisions are hereby incorporated into and made a part of this Schedule.

**Lease Payments.** You agree to remit the Lease Payments (and applicable sales, use and property taxes) on the dates noted above and all other amounts when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450.

**Hourly Charges.** You certify that the engine hour meter reading on each item of Equipment is accurate as of the date you sign this Schedule. If you use any Equipment during the Lease Term for more than the Engine Hourly Limit indicated above for that item of Equipment, you will pay to us within 10 days of the Lease Term End Date (or any earlier termination of the Lease) an amount equal to the Excess Hour Charge for that item of Equipment for each engine hour in excess of the Engine Hourly Limit. If the Lease is terminated, cancelled or extended for any reason, the Hourly Limit will be prorated by us in our sole discretion.

**Purchase Option.** You may purchase the Equipment on the Lease Term End Date (or the Renewal Term End Date) for the applicable Purchase Option Price (plus applicable Taxes including estimated property taxes), provided (1) you are not in default; and (2) we receive the Purchase Option Price and any other amounts you owe us on or before the Lease Term End Date (or the Renewal Term End Date). Upon receipt of the Purchase Option Price, we will transfer to you all of our right, title and interest in such item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

**Renewal Term.** If (1) a Renewal Term is provided for above, and (2) you notify us at least sixty (60) days prior to the end of the Lease Term that you intend to renew the Lease for the Renewal Term, the Lease shall renew for the Renewal Term. You agree to remit to us the Renewal Lease Payments indicated above (plus applicable taxes and other amounts) when due and payable each Billing Period, even if we do not send you a bill or an invoice.

**Representations and Warranties.** You represent and warrant to us, as of the date you signed this Schedule, that (1) the Equipment was selected by you; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (3) the safe operation and the proper servicing of the Equipment were explained to you; (4) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (5) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (6) the Equipment is in good condition and repair (operating and otherwise); (7) the Equipment shall be used only for the purpose indicated herein; (8) except as disclosed to us, neither you nor any person related to you will have an equity interest in the Equipment on the Lease Term Start Date; and (9) all information provided to us by you is true and correct.

You acknowledge and agree that: (1) we did not select, manufacture or supply any of the Equipment; (2) we acquired the Equipment at your direction; (3) you selected the supplier of the Equipment; (4) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (5) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (6) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 506 - 522 of Article 2A of the Uniform Commercial Code.

Lease Payments may be based on the assumption that we will be entitled to certain tax benefits as the owner of the Equipment. If you take or fail to take any action that results in a loss of such tax benefits, you will pay us, on demand, the amount we calculate as the value of such lost tax benefits.



## Lease Schedule

Lease Schedule No.	030-0063090-017
Master Lease Agreement No.	0063090

<b>Lessee:</b> (Name & Address)	CITY OF FLINT 1101 S SAGINAW ST, FLINT, MI 48502-1420
<b>Lessor:</b>	DEERE CREDIT, INC. 6400 NW 86 <sup>th</sup> ST, PO BOX 6600, JOHNSTON, IA 50131-6600

### LEASE TERM

Lease Term Start Date	Lease Term End Date	# Of Payments	Lease Payment	*Sales/Use Tax	Total Lease Payment	Purchase Option Price
07/28/2020	07/28/2025	5	\$18,506.41	\$0.00	\$18,506.41	\$54,528.00

\*If part of the regular scheduled lease payment

### RENEWAL TERM

Renewal Term Start Date	Renewal Term End Date	# Of Payments	Renewal Lease Payment Amount	Sales/Use Tax	Total Renewal Lease Payment	Purchase Option Price

### PAYMENT TERMS

Due Date	1 <sup>st</sup> Payment Due Date	Discount Rate	Advance Lease Payment**	\$18,506.41
28	07/28/2020	Internal Rate of Return minus 2 percent (2%)	Origination Fee	\$0.00
Billing Period	Irregular Payments		Security Deposit	\$0.00
<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input checked="" type="checkbox"/> Annual <input type="checkbox"/> Irregular			Total Due At Signing	\$18,506.41
			**Advance Lease Payment includes the first (1) and last (0) Lease Payment(s)	

"Master Agreement" shall mean the above referenced Master Lease Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement. All of the terms and conditions set forth in the Master Agreement and any amendment, addendum, schedule or attachment thereto or hereto including, but not limited to, the Equipment Return Provisions are hereby incorporated into and made a part of this Schedule.

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**Purchase Option.** You may purchase the Equipment on the Lease Term End Date (or the Renewal Term End Date) for the applicable Purchase Option Price (plus applicable Taxes including estimated property taxes), provided (1) you are not in default; and (2) we receive the Purchase Option Price and any other amounts you owe us on or before the Lease Term End Date (or the Renewal Term End Date). Upon receipt of the Purchase Option Price, we will transfer to you all of our right, title and interest in such item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE.

**Renewal Term.** If (1) a Renewal Term is provided for above, and (2) you notify us at least sixty (60) days prior to the end of the Lease Term that you intend to renew the Lease for the Renewal Term, the Lease shall renew for the Renewal Term. You agree to remit to us the Renewal Lease Payments indicated above (plus applicable taxes and other amounts) when due and payable each Billing Period, even if we do not send you a bill or an invoice.

**Representations and Warranties.** You represent and warrant to us, as of the date you signed this Schedule, that (1) the Equipment was selected by you; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (3) the safe operation and the proper servicing of the Equipment were explained to you; (4) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (5) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (6) the Equipment is in good condition and repair (operating and otherwise); (7) the Equipment shall be used only for the purpose indicated herein; (8) except as disclosed to us, neither you nor any person related to you will have an equity interest in the Equipment on the Lease Term Start Date; and (9) all information provided to us by you is true and correct.

You acknowledge and agree that: (1) we did not select, manufacture or supply any of the Equipment; (2) we acquired the Equipment at your direction; (3) you selected the supplier of the Equipment; (4) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (5) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (6) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508 - 522 of Article 2A of the Uniform Commercial Code.

Lease Payments may be based on the assumption that we will be entitled to certain tax benefits as the owner of the Equipment. If you take or fail to take any action that results in a loss of such tax benefits, you will pay us, on demand, the amount we calculate as the value of such lost tax benefits.



PROPOSAL #24000016

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO POMP'S TIRE SERVICE, INC. FOR  
TIRES, TIRE REPAIRS, AND MISCELLANEOUS TIRE SERVICES**

**WHEREAS**, The Division of Purchases and Supplies solicited proposals for the annual supply of tires, tire repairs, and miscellaneous tire services. Fleet Services recommends the lowest responsible bidder, Pomp's Tire Service, Inc. be awarded the bid for the tires, tire repairs, and miscellaneous tire services in the amount of \$130,000.00 each year for FY2024 and FY2025, totaling \$260,000.00.


**WHEREAS**, Pomp's Tire Service, Inc. was the sole responsive bidder for this solicitation to complete all bid submission requirements.

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

Account Number	Account Name/ Grant Code	Amount
590-540.208-863.000	Vehicle & Equipment Charges	\$15,000.00
591-540.202-863.000	Vehicle & Equipment Charges	\$15,000.00
661-000.000-101.114	Central Garage Stockroom Inventory	\$100,000.00
	<b>FY2024 TOTAL</b>	<b>\$130,000.00</b>

**IT IS RESOLVED**, that the appropriate City Officials are authorized to do all things necessary to enter into a contract with Pomp's Tire Service, Inc. for tires, tire repairs, and miscellaneous tire services for the FY24 amount of \$130,000.00 and FY25 amount of \$130,000.00, pending adoption of the FY25 budget, for a total of \$260,000.00

**APPROVED AS TO FORM:**

  
William Kim (Aug 3, 2023 09:58 EDT)

**William Kim, City Attorney**

**APPROVED AS TO FINANCE:**

  
Jane Mager (Aug 3, 2023 10:05 EDT)

**Jane Mager, Acting Chief Financial Officer**

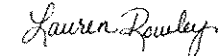
**FOR THE CITY OF FLINT:**

  
CLYDE D EDWARDS (Aug 3, 2023 12:26 EDT)

**Clyde Edwards, City Administrator**

**APPROVED BY CITY COUNCIL:**

**APPROVED AS TO PURCHASING:**



**Lauren Rowley, Purchasing Manager**

230264

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

**PRESENTED:** \_\_\_\_\_ **AUG - 9 2023**

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





## CITY OF FLINT

### STAFF REVIEW FORM

**TODAY'S DATE:** 8/2/2023

**BID/PROPOSAL#** 24000016

**AGENDA ITEM TITLE:** Tires, Tire Repair & Miscellaneous Tire Services

**PREPARED BY:** Christine Tagg, Fleet Services

**VENDOR NAME:** Pomp's Tire Service

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

Fleet Services is requesting a purchase order be issued for FY24 in the amount of \$100,000.00. Pomp's Tire Service provides tires, tire repair, and miscellaneous tire services for vehicles and heavy equipment owned and leased by the City of Flint.

**FINANCIAL IMPLICATIONS**

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

Dept.	Name of Account	Account Number	Grant Code	Amount
3331	Inventories – Central Garage	661-000.000-101.114		\$100,000.00
		<b>FY23 GRAND TOTAL</b>		<b>\$100,000.00</b>

**PRE-ENCUMBERED?** YES ☒ NO ☐ **REQUISITION NO:** 240007598

**ACCOUNTING APPROVAL:** Christine Tagg  
Christine Tagg (Aug 3, 2023 09:32 EDT)

**Date:** 08/03/2023



## CITY OF FLINT

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐

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

BUDGET YEAR 1 \$100,000.00

BUDGET YEAR 2 \$100,000.00

BUDGET YEAR 3

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

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

DEPARTMENT HEAD SIGNATURE: \_\_\_\_\_

A handwritten signature in cursive script, reading "Aaron R. Cottrell".

*(Aaron R. Cottrell, Fleet Administrator)*



## CITY OF FLINT

### RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 8/3/2023

BID/PROPOSAL#

AGENDA ITEM TITLE: Tires, Tire Repair & Miscellaneous Tire Services

PREPARED BY: Cheri Priest, Utilities - Water Service Center

VENDOR NAME: Pomp's Tire Service

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

Per instructions from Fleet that all enterprise departments are to be responsible for their own vehicle purchases and repairs, the Water Service Center requests a purchase order be issued to Pomp's Tire Service. The WSC is piggy-backing from Fleet Services current bid with the above vendor.

FINANCIAL IMPLICATIONS: None

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

Dept.	Name of Account	Account Number	Grant Code	Amount
2496	Vehicle & Equipment Charges	590-540.208-863.000	N/A	15,000.00
2493	Vehicle & Equipment Charges	591-540.202-863.000	N/A	15,000.00
FY24 GRAND TOTAL				30,000.00

PRE-ENCUMBERED? YES ☒ NO ☐ REQUISITION NO: 24-00007490

ACCOUNTING APPROVAL: Cheri Priest Date: 08/03/2023  
Cheri Priest (Aug 3, 2023 09:22 EDT)

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐

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

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

BUDGET YEAR 1 \$30,000.00

BUDGET YEAR 2 \$30,000.00

**BUDGET YEAR 3**

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

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

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



SEALED PROPOSALS RECEIVED IN THE DIVISION OF PURCHASES & SUPPLIES  
**TIRES**

**Bid# 24000016**

Approximate Annual Quantities – Not Guaranteed  
Furnish as requested for the period 7/1/23 – 6/30/24

**Bidder# 1: Jerry's Tire**  
**Flint, MI**

**Incomplete bid. Required information was not provided.**

**Bidder# 2: Pomp's Tire**  
**Flint, MI**

PRICING	YEAR 1	YEAR 2
Section #1 Total:	\$6,578.82	\$7,182.00
Fire Tire Total:	\$3,311.10	\$3,518.00
Police Tire Total:	\$1,067.25	\$1,148.00
Service/Repairs Total:	\$134.00	\$135.00

**A SPECIAL NOTE FROM THE PURCHASING DIVISION**

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

Pomps Tire

FY24 AUTO AND TRUCK TIRES

Fire / Emergency vehicles - cannot substitute any given specs

Pattern	Type	Size	Ply	Load Rating (lbs.)	Speed Rating (MPH)	Manufacturer	Model	Vendor must fill out this section	
								Unit Cost	
Front/Steer	NEW	11R22.5	16	H / 6610	75	Goodyear	Marathon RSA	VR1	VR2
Rear/Drive	NEW	12R22.5	16	H / 7390	75	Goodyear	Marathon RSA	456.34	485.00
Rear/Drive	NEW	315/80R22.5	18	L / 9090	68	Goodyear	G291	555.36	590.00
Front/Steer	NEW	385/65R22.5	18	J / 9370	68	Goodyear	G296 MSA	674.34	715.00
Front/Steer	NEW	425/65R22.5	20	L / 11400	68	Goodyear	G296 MSA	719.35	765.00
Rear/Drive	NEW	12R22.5	16	H / 7390	75	Firestone	FD663	370.00	395.01

work horse

Sub-total Fire Tire Cost Year 1 = \$ 3311.10  
Sub-total Fire Tire Cost Year 2 = \$ 3518.00

Police / Pursuit vehicles - cannot substitute any given specs

Pattern	Type	Size	Ply	Load Rating (lbs.)	Speed Rating (MPH)	Manufacturer	Model	Vendor must fill out this section	
								Unit Cost	
Pursuit	Pursuit	205/65R16		95 (1521)	H (130)	Goodyear	Assurance A/S	VR1	VR2
Pursuit	Pursuit	225/55R17		95 (1521)	H (130)	Goodyear	Assurance A/S	108.49	115.00
Pursuit	Pursuit	225/65R17		102 (1874)	H (130)	Goodyear	Assurance A/S	100.29	110.00
Pursuit	Pursuit	235/50R18		99 (1709)	W (168)	Goodyear	RSA	151.00	162.00
Pursuit	Pursuit	245/45R18		96 (1565)	V (149)	Goodyear	RSA	131.13	129.00
Pursuit	Pursuit	245/55R18		103 (1929)	V (149)	Goodyear	RSA	139.54	150.00
Pursuit	Pursuit	255/70R16		109 (2271)	S (112)	Goodyear	Assurance A/S	88.54	95.00
Pursuit	Pursuit	255/70R17		112 (2469)	T (118)	Goodyear	Assurance A/S	137.00	148.00
Pursuit	Pursuit	265/60R17		108 (2205)	V (149)	Goodyear	RSA	135.00	146.00

Sub-total Police Tire Cost Year 1 = \$ 1067.25  
Sub-total Police Tire Cost Year 2 = \$ 1148.00

Pass. | Trk | Equip, Fire, & Police combined sub-totals here:  
Total Extended Cost Year 1 \$ 4,370.35  
Total Extended Cost Year 2 \$ 4,666.00

Pomps Tire

Passenger / Light Truck / Medium Truck / Misc. - must comply at minimum with given specs						Vendor must fill out this section			
Pattern	Type	Size	Ply	Load Rating (lbs.)	Speed Rating (MPH)	Manufacturer	Model	Unit Cost	
L-3	OTR/Utility	12.5/80	12	14ply	—	Advanced	Sidewi	YR1	YR2
L-2	OTR/Utility	20.5R25	16	2R	—	Double Low	REMS	1500.00	1625.00
R-4	OTR/Utility	24L-24	12	12ply	—	Advanced	XHD	645.00	730.00
AT	LIGHT TRK	235/80R17		10ply	—	Firestone	Trans AT2	156.90	170.00
AT	LIGHT TRK	245/75R16		10ply	—	Firestone	Trans AT2	139.51	152.00
AT	LIGHT TRK	245/75R17		10ply	—	Firestone	Trans AT2	158.08	172.00
AT	LIGHT TRK	255/55R20		P-metric		"	All Season	131.25	130.00
AT	LIGHT TRK	255/65R17	"	"		"	Dest LE3	131.87	143.00
AT	LIGHT TRK	255/70R17	"	"		"	" AT2	145.73	158.00
AT	LIGHT TRK	265/60R18	"	"		"	"	164.02	173.00
AT	LIGHT TRK	265/65R17	"	"		"	"	159.30	170.00
AT	LIGHT TRK	265/65R18	"	"		"	"	134.18	150.00
AT	LIGHT TRK	265/70R17		10ply		"	Trans AT2	173.75	190.00
AT	LIGHT TRK	275/60R20		P-metric		"	Dest AT2	184.38	203.00
NEW FRNT/STEER	MED. TRK	11R22.5	16			"	560	350.00	385.00
NEW REAR/DRIVE	MED. TRK	11R22.5	16			"	660	355.00	391.00
RETRAD FRNT/STEER	MED. TRK	11R22.5	16			"	—	—	—
RETRAD REAR/DRIVE	MED. TRK	11R22.5	16			"	—	—	—
NEW	MED. TRK	225/70R19.5	12			"	561A	317.59	328.00
NEW	MED. TRK	245/70R19.5	16			"	"	313.51	347.00
NEW	MED. TRK	255/70R22.5	16			"	560	320.00	350.00
ALL SEASON	PASS.	225/55R17		97(1609)	T(118)	"	All Season	99.12	108
ALL SEASON	PASS.	225/65R17		102(1874)	T(118)	"	"	101.78	110
ALL SEASON	PASS.	235/50R18		97(1609)	H(130)	"	Dest LE3	135.20	149.00
ALL SEASON	PASS.	235/60R19		99(1709)	V(149)	"	Dest LE3	141.80	165.00
ALL SEASON	PASS.	235/65R18		106(2094)	V(149)	"	"	106.79	118.00

Sub-total This Section Tire Cost Year 1 = \$ 6578.82  
 Sub-total This Section Tire Cost Year 2 = \$ 7182.00

- Tires listed are examples of items contained in the bid requirements but are not inclusive of tire sizes that may be ordered.  
 - No quantities are guaranteed.

Pomps Tire

- Vendor must be able to make after-hour, weekend, and holiday service calls. For more information, contact Aaron Cottrell at (810) 766-7499 x2811

Tire Repairs and Related Services	Unit Cost	
	YR1	YR2
Valve stem replacement	4.00	5.00
Pass. & light truck flat repairs	20.00	20.00
Medium truck and off-the-road flat repairs	35.00	35.00
Spin wheel balancing	30.00	30.00
Pass. & light truck tire mount/dismount	20.00	20.00
Medium truck and off-the-road/utility tire mount/dismount	25.00	25.00

Total Extended Repairs/Services Cost Year 1 \$ 134.00

Total Extended Repairs/Services Cost Year 2 \$ 135.00

Tire Disposal	Unit Cost	
	YR1	YR2
Passenger & light-duty truck tires	4.00	5.00
Heavy-duty truck tires	12.00	13.00
Off-the-road/utility tires	30.00	30.00

Additional Charges/Service Call Fees	Unit Cost	
	YR1	YR2
Service call rate	125	130
After hours service call rate	155	140
Weekend service call rate	155	140
Holiday service call rate	155	140





RESOLUTION NO.:

**230265**

PRESENTED:

AUG - 9 2023

ADOPTED:

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO SHANNON CHEMICAL CORPORATION FOR PHOSPHORIC ACID 75%**

**WHEREAS,** The Division of Purchases & Supplies solicited bids for Phosphoric Acid 75% NSF Grade for the period of FY22-FY23 on behalf of the Water Plant. Shannon Chemical Corporation, Malvern, PA was the responsive and awarded bidder for the two-year period.

**WHEREAS,** The Water Plant requested to extend the bid for FY24, agreed upon by Shannon Chemical Corporation, for the supply of this essential water treatment chemical which is utilized to create a protective coating on pipes to prevent contaminants such as lead from entering into the water supply as required by the EPA and EGLE.

GL/ACCOUNT #	ACCOUNT NAME /GRANT CODE	AMOUNT REQUESTED
591-545.200-753.000	Treatment Chemicals	\$140,000.00
	FY2024 TOTAL:	\$140,000.00

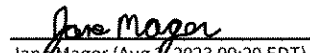
**IT IS RESOLVED,** that the Division of Purchases & Supplies is hereby authorized to issue a purchase order to Shannon Chemical Corporation for the supply of Phosphoric Acid 75% NSF grade, in an amount not to exceed \$140,000.00 for FY24 (07/01/23-06/30/24).

APPROVED AS TO FORM:

  
William Kim (Aug 3, 2023 07:44 EDT)


William Kim, City Attorney

APPROVED AS TO FINANCE:

  
Jane Mager (Aug 9, 2023 09:29 EDT)

Jane Mager, Acting Chief Financial Officer

FOR THE CITY OF FLINT:

  
CLYDE D EDWARDS (Aug 3, 2023 10:35 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

## RESOLUTION STAFF REVIEW FORM

**TODAY'S DATE:** July 31, 2023

**BID/PROPOSAL#**

**AGENDA ITEM TITLE:** PHOSPHORIC ACID

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

**VENDOR NAME:** SHANNON CHEMICAL

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

PHOSPHORIC ACID 75% is essential for water treatment to create a protective coating on pipes which can prevent contaminants such as lead from entering the water supply as well as to maintain all EPA and EGLE requirements. One year extension of pricing has been granted.

Please issue a purchase order for the FY2024 budgeted amount of \$140,000.00 using funds from account 591-545.200-753.000.

**FINANCIAL IMPLICATIONS:** NONE

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

Dept.	Name of Account	Account Number	Grant Code	Amount
DPW-WTP	Treatment Chemicals FY24	591-545.200-753.000		\$140,000.00
<b>FY24 GRAND TOTAL</b>				<b>\$140,000.00</b>

**PRE-ENCUMBERED?** YES ☒ NO ☐ **REQUISITION NO:** 240007517

**ACCOUNTING APPROVAL:**

(Yolanda Gray, DPW Accounting Supervisor)

**Date:** 7/31/23

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

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

YEARS

**DEPARTMENT HEAD SIGNATURE:**

(Scott Dungee, Water Plant Supervisor)

**Date:** 7/31/23

Melanie Poisson

230266  
RESOLUTION NO.: \_\_\_\_\_PRESENTED: AUG - 9 2023

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

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO NAVISTAR CAPITAL FOR EQUIPMENT LEASES**

**WHEREAS**, The Fleet Services Division leases vehicles as part of the fleet maintenance & replacement program and currently maintains a lease-purchase agreement with Navistar Capital, a BMO Financial Group program, for four (4) International plow trucks.

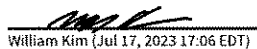
**WHEREAS**, the Fleet Services Division recommends the sixth, and final, annual lease payment be made to Navistar Capital (BMO Harris) for \$146,979.74 for FY24.

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

Account Number	Account Name/ Grant Code	Amount
661-229.000-940.000	RENTALS	\$146,979.74
	<b>FY2024 TOTAL</b>	<b>\$146,979.74</b>

**IT IS RESOLVED**, that the Division of Purchases & Supplies is hereby authorized to issue Purchase Order to Navistar Capital (BMO Harris) in the amount of \$146,979.74 and Fleet Services complete the lease-purchase for these four (4) International plow trucks.

APPROVED AS TO FORM:

  
William Kim (Jul 17, 2023 17:06 EDT)

William Kim, City Attorney

APPROVED AS TO FINANCE:

  
Jane Mager (Jul 18, 2023 08:50 EDT)

Jane Mager, Acting Chief Financial Officer

FOR THE CITY OF FLINT:

  
CLYDE D EDWARDS (Jul 18, 2023 11:24 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:



Christopher Mumby, Interim Purchasing Manager



## CITY OF FLINT

### STAFF REVIEW FORM

**TODAY'S DATE:** 7/17/2023

**BID/PROPOSAL#**

**AGENDA ITEM TITLE:** Lease Payment for Four (4) 2019 International Plow Trucks

**PREPARED BY:** Christine Tagg, Fleet Services

**VENDOR NAME:** BMO Harris Bank N.A.

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

Fleet Services is requesting a purchase order be issued for FY24 in the amount of \$146,979.74 for the sixth (6<sup>th</sup>) lease payment of the 6-year lease on four (4) each 20219 International 7400 plow trucks originally purchased through the MIDeal vendor/dealer Tri County International Trucks, Inc. BMO Harris Bank N.A. is the lienholder on this Master Vehicle Lease Agreement. Original Council Resolution #180164.

**FINANCIAL IMPLICATIONS**

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

Dept.	Name of Account	Account Number	Grant Code	Amount
3331	Rentals	661-229.000-940.000		\$146,979.74
		<b>FY23 GRAND TOTAL</b>		<b>\$146,979.74</b>

**PRE-ENCUMBERED?** YES ☒ NO ☐ **REQUISITION NO:** 240007169

**ACCOUNTING APPROVAL:** Christine Tagg  
Christine Tagg (Jul 17, 2023 11:42 EDT) **Date:** July 17, 2023



## CITY OF FLINT

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☒

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

BUDGET YEAR 1 \$146,979.74

BUDGET YEAR 2

BUDGET YEAR 3

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

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

DEPARTMENT HEAD SIGNATURE: Aaron R. Cottrell  
Aaron R. Cottrell (Jul 17, 2023 12:14 EDT)

(Aaron R. Cottrell, Fleet Administrator)

180164

(Bid 180000050)

SUBMISSION NO.: CA6472018

PRESENTED: 3-28-18

ADOPTED: 4-09-2018

**RESOLUTION TO TRI-COUNTY INTERNATIONAL TRUCKS, INC.**  
**FOR LEASING OF FOUR TANDEM AXLE DUMP TRUCKS**

BY THE CITY ADMINISTRATOR

**RESOLUTION**

The Fleet Department is requesting to lease four (4) tandem axle dump trucks with underbody, wing and front snow plows to be used by the Street Maintenance Division; and

Pursuant to cooperative bidding with the State of Michigan, Tri-County International Trucks, Inc., 989 W. Sanilac Rd., Sandusky, Michigan was the low bidder and has submitted a cost to lease said equipment through Navistar Capital, 110 E. Irving Park Blvd., Roselle, IL for a six year period based on a State of Michigan MiDeal contract # 071B6600122. The funding to lease this equipment will come from the following account number: 661-451.100-940.000; and

IT IS RESOLVED, that the Proper City Officials, upon City Council's approval, are hereby authorized to order four (4) tandem axle dump trucks with underbody, wing and front snow plows and to enter into a six year lease agreement with Tri-County International Trucks, Inc. with leasing through Navistar Capital for an amount not to exceed \$146,979.74 annually for six years with a \$1 buyout at the end. (Fleet/Central Garage Fund) \$146,979.74 FY18; \$146,979.74 pending adoption of FY19; \$146,979.74 pending adoption of FY20; \$146,979.74 pending adoption of FY21; \$146,979.74 pending adoption of FY22; \$146,979.74 pending adoption of FY23

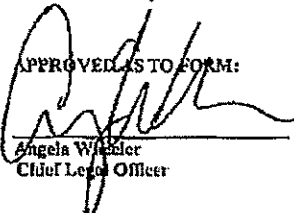
APPROVED PURCHASING DEPT.:

  
Purchasing Manager

APPROVED AS TO FINANCE:

  
Hugh Newsome  
Chief Financial Officer

APPROVED AS TO FORM:

  
Angela Wheeler  
Chief Legal Officer

  
Steve Branch, Acting City Administrator

CITY COUNCIL:

  
Herbert J. Winfrey, Council President

Presented to City Council:

4-04-2018

Adopted by City Council:

4-09-2018



a BMO Financial Group program

Navistar Capital  
110 E. Irving Park Road, 4th Floor  
Roselle, IL 60172  
P : 877-450-7579  
W : navistarcapital.com

180000649

January 30, 2018

Tri-County International Trucks, Inc.

Dear Jeremy Kast:

Navistar Capital, a BMO Financial Group program, is pleased to submit the following municipal lease financing proposal for your consideration:

**PROPOSED MUNICIPAL LEASE FINANCING**

**Lessor:** Tri-County International Trucks, Inc.  
**Lessee:** City of Flint  
**Assignee:** BMO Harris Bank N.A., an affiliate or its assigns ("Bank")  
**Transaction Type:** Municipal Lease, \$1.00 Buy Out  
**Equipment Description:** (4) New 2019 7400 SBA 6X4 with Construction Dump Body @ \$196,936.72 each = \$787,746.88  
**Delivery & Acceptance Date:** On or before 2nd or 3rd Quarter 2018

**Lease Quote:**

Equipment Cost	Lessee's Rate	Estimated Payment	Payment Frequency	Term / Years	Total Payments	Advance / Arrears
\$787,746.88	4.75%	\$146,979.74	Annual	6	6	Advance

**Administrative Fee:** \$150.00

**Insurance:** Lessee shall be required to purchase and maintain property and liability insurance satisfactory to Bank.

**Indexing:** The Lessee's Rate and Estimated Payment set forth above are good for thirty (30) days from the date of this proposal. The Lessee's Rate and Estimated Payment are only indicative of today's pricing and after thirty (30) days, pricing may be adjusted by Bank at its sole discretion for any reason, in any amount and at any time prior to the execution of the lease documents.

This proposal is valid until the close of business 30 days from the date hereof. This proposal does not create any binding legal obligation on the part of either party, and satisfaction of any condition or requirement with respect to the proposed Transaction, without execution by Lessee and Lessor of a definitive agreement for the Transaction (which may be withheld by either party in its sole discretion and for any reason) and disbursement of funds by Bank (which may be withheld by Bank in its sole discretion and for any reason), will not be deemed to create any binding legal obligation on the part of either party. This proposal is not a commitment on the part of Bank. As you know, this proposal is delivered to you at a time when we have not undertaken our full business, credit and legal due diligence and analysis nor obtained the approval of our internal credit authorities and, accordingly, we must emphasize that this letter is to be used as a basis for continued discussion and does not constitute a commitment of, nor shall it be deemed to obligate, us or our affiliates, in any manner whatsoever; it being understood that this proposal may be modified, terminated and/or subject to additional terms and conditions not set forth herein as a result of our continuing due diligence (including our review of any request for proposal issued by Lessee), changes in the Equipment, changes in market conditions, changes in applicable laws, and changes to the business, operations, prospects or condition (financial or otherwise) of Lessee. Without limiting the foregoing, the proposed transaction will be subject to additional conditions that are typical for transactions of this type. This proposal does not create a binding legal obligation on the part of either party, and the terms and conditions of this proposal may change due to changes in Equipment Cost and other factors. We do not communicate commitments orally, and you should not rely on any oral communication of commitment. This proposal supersedes all prior discussions, writings, indications of interest and proposals previously delivered to you, with respect to the financing proposed herein. This proposal is confidential and may not be disseminated to third parties. Nothing contained herein constitutes tax, accounting, financial or legal advice by us or any of our employees to any person.

Navistar Capital, a BMO Financial Group program, welcomes the opportunity to provide Tri-County International Trucks, Inc. with this proposal. Should you have any questions, please do not hesitate to contact me.

**IMPORTANT INFORMATION ABOUT ESTABLISHING A RELATIONSHIP WITH BANK**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, and other information that will allow us to identify you. We may also ask to see identifying documents. You shall comply with all laws, rules and regulations applicable to you, including without limitation, the USA PATRIOT ACT and all laws, rules and regulations relating to import or export controls, anti-money laundering and terrorist financing.

Sincerely,

Lisa Wayman  
BMO Transportation Finance – Navistar Capital  
Senior Program Manager  
T: 630-980-2717  
C: 224-567-9902  
E: lisa.wayman@bmo.com

230267  
RESOLUTION NO.: \_\_\_\_\_

PRESENTED: AUG - 9 2023

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

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO NATIONAL COOPERATIVE LEASING FOR EQUIPMENT LEASES**

**WHEREAS,** The Fleet Services Division leases vehicles as part of the fleet maintenance & replacement program; the Fleet Services Division currently has a lease-purchase agreement with Lease Servicing Center, Inc. dba National Cooperative Leasing (NCL) for seven (7) 2019 International tandem axle plow trucks.


**WHEREAS,** the Fleet Services Division recommends the FY2024 annual lease payment to Lease Servicing Center, Inc. dba NCL for \$272,943.79.

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

Account Number	Account Name/ Grant Code	Amount
661-229.000-940.000	RENTALS	\$272,943.79
	<b>FY2024 TOTAL</b>	<b>\$272,943.79</b>

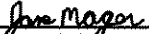
**IT IS RESOLVED,** that the Division of Purchases & Supplies is hereby authorized to issue a Purchase Order to Lease Servicing Center, Inc. dba NCL to provide seven (7) leased 2019 International plow trucks for FY24 (07/01/23-06/30/24) in an amount not-to-exceed \$272,943.79

APPROVED AS TO FORM:

  
William Kim (Jul 17, 2023 17:06 EDT)

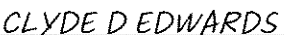
William Kim, City Attorney

APPROVED AS TO FINANCE:

  
Jane Mager (Jul 18, 2023 08:49 EDT)

Jane Mager, Acting Chief Financial Officer

FOR THE CITY OF FLINT:

  
CLYDE D EDWARDS (Jul 18, 2023 11:24 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:



Christopher Mumby, Interim Purchasing Manager





## CITY OF FLINT

### STAFF REVIEW FORM

**TODAY'S DATE:** 7/17/2023

**BID/PROPOSAL#**

**AGENDA ITEM TITLE:** Lease Payment for Seven (7) Plow Trucks

**PREPARED BY:** Christine Tagg, Fleet Services

**VENDOR NAME:** Lease Servicing Center

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

Fleet Services is requesting a purchase order be issued for FY24 in the amount of \$272,943.79 for the fifth (5<sup>th</sup>) lease payment of the 6-year lease on seven (7) International HV607 plow trucks originally purchased through the MIDeal vendor/dealer Tri County International Trucks, Inc utilizing the National Cooperative Leasing Sourcewell Contract #032615-NCL. Original Council Resolution #190417.

**FINANCIAL IMPLICATIONS**

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

Dept.	Name of Account	Account Number	Grant Code	Amount
3331	Rentals	661-229.000-940.000		\$272,943.79
		<b>FY23 GRAND TOTAL</b>		<b>\$272,943.79</b>

**PRE-ENCUMBERED?** YES ☒ NO ☐ **REQUISITION NO:** 240007312

**ACCOUNTING APPROVAL:** Christine Tagg  
Christine Tagg (Jul 17, 2023 13:00 EDT)

**Date:** July 17, 2023



## CITY OF FLINT

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☒

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

BUDGET YEAR 1 \$272,943.79

BUDGET YEAR 2

BUDGET YEAR 3

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

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

DEPARTMENT HEAD SIGNATURE: Aaron R. Cottrell  
Aaron R. Cottrell (Jul 17, 2023 13:03 EDT)

*(Aaron R. Cottrell, Fleet Administrator)*

# GOVERNMENT OBLIGATION CONTRACT

## Obligor

City of Flint, Michigan  
1101 South Saginaw Street  
Flint, Michigan 48502

## Obligee

Lease Servicing Center, Inc. dba National Cooperative Leasing  
220 22nd Avenue East, Suite 106  
Alexandria, Minnesota 56308

**Dated as of December 27, 2019**

This Government Obligation Contract dated as of the date listed above is between Obligor and Obligee listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligee finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

### I. Definitions

**Section 1.01 Definitions.** The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligor all of which relate to the financing of additional Equipment.

"Budget Year" means the Obligor's fiscal year.

"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.

"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligor prior to execution of this Contract.

"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.

"Contract Term" means the Original Term and all Renewal Terms.

"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.

"Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.

"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

"Obligee" means the entity originally listed above as Obligee or any of its assignees.

"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligor under the provisions of this Contract.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.

"State" means the state which Obligor is located.

### II. Obligor Warranties

**Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligor or its assignees:**

- (a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
- (b) Obligor has complied with any requirement for a referendum and/or competitive bidding.
- (c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.
- (d) Obligor shall use the Equipment only for essential, traditional government purposes.
- (e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligor or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligor or its assignees would attain if the transaction continued to be tax-exempt.
- (f) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.
- (g) Upon request by Obligor, Obligor will provide Obligor with current financial statements, reports, budgets or other relevant fiscal information.
- (h) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
- (i) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.
- (j) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.
- (k) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.
- (l) Obligor owns the Equipment and any additional collateral free and clear of any liens, and Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment or any additional collateral except those created by this Contract.
- (m) The outstanding balance of all purchases authorized under Act 99 of 1933, exclusive of interest, shall not exceed 1-1/4% of the taxable value of the real and personal property in the municipality as of the date of this Contract. If requested by Obligor, the finance officer of the Obligor will provide the statistical information to show that this obligation is within the 1-1/4% limitation.
- (n) The Equipment financed hereunder has a useful life in excess of the term of this Contract.
- (o) The Obligor hereby agrees to include in its budget for each year commencing with the current Budget Year, a sum which will be sufficient to pay the principal and interest due as set forth on Exhibit B of this Contract. In addition, the Obligor hereby pledges to levy ad valorem taxes on all taxable property in the Obligor each year in an amount necessary to make its debt service payments under this Contract, subject to applicable constitutional, statutory and charter tax rate limitations.
- (p) If Obligor defaults in its obligations under this Contract and Obligor receives judgment against Obligor, Obligor will be obligated to pay such judgment in full.

**Section 2.02 Escrow Agreement.** In the event both Obligor and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligor and Obligor agree to execute and deliver to and cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligor shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

### III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

**Section 3.01 Acquisition and Acceptance.** Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. Execution of the Certificate of Acceptance or, alternatively, Payment Request and Equipment Acceptance Form, by a duly authorized representative of Obligor, shall constitute acceptance of the Equipment on behalf of the Obligor.

**Section 3.02 Contract Payments.** Obligor shall pay Contract Payments exclusively to Obligees or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligor or its assignees. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligor shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligor shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligor hereunder have been received, Obligor will release any and all of its rights, title and interest in the Equipment.

**SECTION 3.03 CONTRACT PAYMENTS UNCONDITIONAL.** THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

**Section 3.04 Purchase Option Price.** Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligor then Obligor will transfer any and all of its rights, title and interest in the Equipment to Obligor.

**Section 3.05 Contract Term.** The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 9.01 below.

**Section 3.06 Disclaimer of Warranties.** OBLIGOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGOR IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGOR A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

**Section 3.07 Contract with Vendor.** Obligor hereby recognizes that Obligor has executed or will be executing a "Sales Contract" with the vendor for the actual sale of the Equipment. This Sales Contract provides, among other things, standard warranty protections to Obligor with regard to the Equipment. Obligor further recognizes and hereby acknowledges that nothing in this Contract shall impair the rights of the Obligor against the manufacturer for any warranty, or other obligations express or implied that the Obligor may have with the Equipment.

### IV. Obligation

**Section 4.01 Obligation.** The Obligation of the Obligor to pay principal and interest under this Contract is a limited general obligation of the Obligor. The Obligor shall include in its budget and pay each year, until this Contract is paid in full, such sums as may be necessary each year to make all Contract Payments due hereunder. Furthermore, the Obligor covenants that it shall comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to delivery of this Contract in order that the interest thereon be excluded from gross income for federal tax purposes.

### V. Insurance, Damage, Insufficiency of Proceeds

**Section 5.01 Insurance.** Under Michigan Law and pursuant to the Resolution of the Obligor, the Obligor is fully responsible as the owner of the Equipment to make sure that it is insured for both property and liability. Obligor agrees to provide proof of such insurance to Obligor in the form satisfactory to Obligor. If the Obligor chooses to obtain insurance through a private insurer, the Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments. Obligor also hereby acknowledges that in the event of a casualty to the Equipment that the Obligor is still fully obligated to make all the scheduled Contract Payments to Obligor or to pay off the applicable Purchase Option Price to Obligor. If requested by Obligor, Obligor will list Obligor as loss payee and additional insured if any policies are obtained through a private insurer.

- (a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligor in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Obligor from liability and property damage in any form and amount satisfactory to Obligor.
- (c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligor with a certificate and/or other documents which evidences such coverage.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligor and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligor or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligor or its assignees. Obligor shall furnish to Obligor certificates evidencing such coverage throughout the Contract Term.

**Section 5.02 Damage to or Destruction of Equipment.** Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligor, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

**Section 5.03 Insufficiency of Net Proceeds.** If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligor, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligor.

**Section 5.04 Obligor Negligence.** Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

**Section 5.05 Reimbursement.** Obligor hereby assumes responsibility for and agrees to reimburse Obligor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Obligor that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

### VI. Title and Security Interest

**Section 6.01 Title.** Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligor in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligor such documents as Obligor may request to evidence the passage of legal title to the Equipment to Obligor.

**Section 6.02 Security Interest.** To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Obligor a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A. Furthermore, Obligor agrees that any other collateral securing any other obligation(s) to Obligor, whether offered prior to or subsequent hereto, also secures this obligation. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Obligor to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

## VII. Assignment

**Section 7.01 Assignment by Obligor.** All of Obligor's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Obligor at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligor or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

**Section 7.02 Assignment by Obligor.** None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Obligor approves of such assignment in writing before such assignment occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

## VIII. Maintenance of Equipment

**Section 8.01 Equipment.** Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligor shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligor is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Obligor or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligor deems necessary or appropriate to protect Obligor's interest in the Equipment and in this Contract. Obligor shall allow Obligor to examine and inspect the Equipment at all reasonable times.

## IX. Default

**Section 9.01 Events of Default defined.** The following events shall constitute an "Event of Default" under this Contract:

- (a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.
- (b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligor that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligor may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligor, unless Obligor agrees in writing to an extension of time. Obligor will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligor under this Contract.
- (e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligor.
- (f) Obligor admits in writing its inability to pay its obligations.
- (g) Obligor defaults on one or more of its other obligations.
- (h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

**Section 9.02 Remedies on Default.** Whenever any Event of Default exists, Obligor shall have the right to take one or any combination of the following remedial steps:

- (a) If Obligor fails to make scheduled Contract Payments, then Obligor shall have the right to obtain a judgment against Obligor in an amount not less than the sum of all Contract Payments due as set forth on Exhibit B plus any other amounts that may be owing hereunder. Obligor will be liable for any damage to the Equipment caused by Obligor or its employees or agents. Obligor shall be responsible to Obligor for all costs incurred by Obligor in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.
- (b) With or without terminating this Contract, Obligor may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligor to a location specified by Obligor. If Obligor exercises this remedy, Obligor will provide Obligor written notice at least fifteen (15) days prior to the date the Equipment is to be delivered to Obligor. If Obligor fails to deliver the Equipment and any additional collateral, Obligor may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for costs incurred. Notwithstanding that Obligor has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the Contract Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.

**Section 9.03 No Remedy Exclusive.** No remedy herein conferred upon or reserved to Obligor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

**Section 9.04 Return of Equipment and Storage.**

- (a) **Surrender:** The Obligor shall, at its own expense, surrender the Equipment, any additional collateral and all required documentation to evidence transfer of title from Obligor to the Obligor in the event of a default by delivering the Equipment and any additional collateral to the Obligor to a location accessible by common carrier and designated by Obligor. In the case that any of the Equipment and any additional collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligor all tangible items constituting such software. At Obligor's request, Obligor shall also certify in a form acceptable to Obligor that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligor and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.
- (b) **Delivery:** The Equipment and any additional collateral shall be delivered to the location designated by the Obligor by a common carrier unless the Obligor agrees in writing that a common carrier is not needed. When the Equipment and any additional collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligor's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any additional collateral or its component parts from the Obligor's property all without liability to the Obligor. Obligor shall pack or crate the Equipment and any additional collateral and all of the component parts of the Equipment and any additional collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligor the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any additional collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any additional collateral.
- (c) **Condition:** When the Equipment is surrendered to the Obligor it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligor to sell or lease it to a third party and be free of all liens. If Obligor reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligor may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligor for all amounts reasonably expended in connection with the foregoing.
- (d) **Storage:** Upon written request by the Obligor, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligor. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligor shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

X. **Miscellaneous**

**Section 10.01 Notices.** All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

**Section 10.02 Binding Effect.** Obligor acknowledges this Contract is not binding upon the Obligee or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligee's satisfaction, and Obligee has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligee and Obligor and their respective successors and assigns.

**Section 10.03 Severability.** In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 10.04 Amendments, Addenda, Changes or Modifications.** This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligee and Obligor. Furthermore, Obligee reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligee for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

**Section 10.05 Execution in Counterparts.** This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 10.06 Captions.** The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.


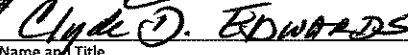
**Section 10.07 Master Contract.** This Contract can be utilized as a Master Contract. This means that the Obligee and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligee. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

**Section 10.08 Entire Writing.** This Contract constitutes the entire writing between Obligee and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligee and will not apply to this Contract.

Obligee and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

**City of Flint, Michigan**

**Lease Servicing Center, Inc. dba National Cooperative  
Leasing**

  
Signature  
  
Printed Name and Title

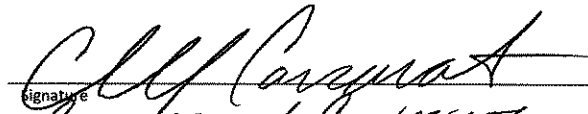
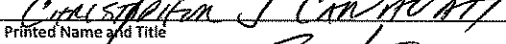
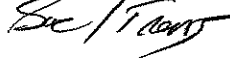
  
Signature  
  
Printed Name and Title  


EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of December 27, 2019, between Lease Servicing Center, Inc. dba National Cooperative Leasing (Obligee) and City of Flint, Michigan (Obligor)

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Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

Seven (7) 2020 International HV607 Plow Trucks

Physical Address of Equipment after Delivery :

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

## EXHIBIT B

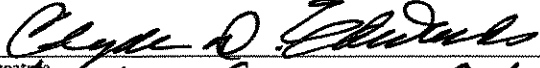
## PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of December 27, 2019, between Lease Servicing Center, Inc. dba National Cooperative Leasing (Obligee) and City of Flint, Michigan (Obligor)

Date of First Payment:	At Closing
Original Balance:	\$1,491,805.00
Total Number of Payments:	Six (6)
Number of Payments Per Year:	One (1)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	At Closing	\$272,943.78	\$0.00	\$272,943.78	\$1,269,664.26
2	27-Sep-20	\$272,943.78	\$39,415.58	\$233,528.20	\$1,022,616.34
3	27-Sep-21	\$272,943.78	\$41,712.52	\$231,231.26	\$776,976.42
4	27-Sep-22	\$272,943.78	\$31,923.71	\$241,020.07	\$524,777.91
5	27-Sep-23	\$272,943.78	\$21,720.51	\$251,223.27	\$265,845.70
6	27-Sep-24	\$272,943.78	\$11,085.36	\$261,858.42	\$0.00

City of Flint, Michigan



Signature

*Clyde D. Edwards, City Administrator*

Printed Name and Title

\*Assumes all Contract Payments due to date are paid



## EXHIBIT C

## CERTIFICATE OF ACCEPTANCE

RE: Government Obligation Contract dated as of December 27, 2019, between Lease Servicing Center, Inc. dba National Cooperative Leasing (Obligee) and City of Flint, Michigan (Obligor)

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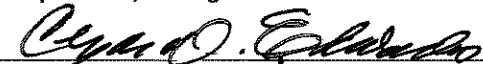
I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the Governing Body of Obligor to sign this Certificate of Acceptance with respect to the above referenced Contract. I hereby certify that:

1. The Equipment described on Exhibit A has been delivered and installed in accordance with Obligor's specifications.
2. Obligor has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
4. Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
5. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.
6. The governing body of Obligor has approved the authorization, execution and delivery of this Contract on its behalf by the authorized representative of Obligor who signed the Contract.
7. Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

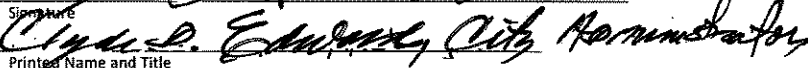
Source of Funds : Fleet Fund

By signing below, Obligor hereby authorizes the General Fund of the Obligor as a backup source of funds from which the Contract Payments can be made.

City of Flint, Michigan



Signature



Printed Name and Title

190417

(CONTRACT)

SUBMISSION NO.

PRESENTED:

10-9-19

ADOPTED:

10-14-2019

**RESOLUTION TO NATIONAL COOPERATIVE LEASING FOR  
SEVEN (7) TANDEM AXLE DUMP TRUCKS**

BY THE CITY ADMINISTRATOR:

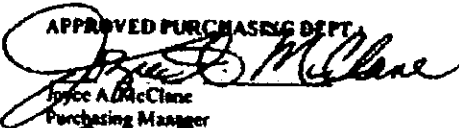
**RESOLUTION**

As part of the replacement plan for FY20, the Fleet Department is requesting the issuance of a purchase order to lease/purchase seven (7) each 2019 Tandem Axle Dump Trucks with underbody, wing and front snow plows from the MDeal vendor, Tri County International Trucks (Contract #071B6600122) with financing through National Cooperative Leasing using Sourcewell Contract#032615-NCL; and

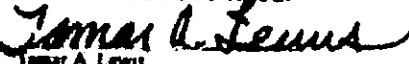
National Cooperative Leasing, 220 22<sup>nd</sup> Ave. E. Suite 106, Alexandria, MN has submitted a municipal cost agreement to lease/purchase said vehicles using NCL's Source well Contract #032615-NCL. The trucks are to be utilized by the Street Maintenance Department for construction operations and snow removal. The trucks will replace seven (7) 2006 Peterbilt Dump Trucks that have been in service for fourteen (14) years. The Municipal lease term is for six (6) years with an annual payment of \$278,186.65 per year, with a \$1 per vehicle buyout at the end of the lease. Funding for said services will come from the following account: 661-451 100-940.000.

IT IS RESOLVED, that the Proper City Officials are hereby authorized to approve the issuance of a purchase order for the first year of a six years lease/purchase of seven (7) each Tandem Axle Dump Trucks with underbody, wing and front snow plows with financing through National Cooperative Leasing over a six year lease/per year, in an amount not to exceed annually of \$278,186.6 with a \$1 per vehicle buyout at the end of the lease

APPROVED PURCHASING DEPT:

  
Joyce A. McClane  
Purchasing Manager

APPROVED AS TO FINANCE:

  
Tamar A. Lewis  
Deputy Finance Director

APPROVED AS TO FORM:

  
Angela Wheeler  
Chief Legal Officer

  
Steve Branch, City Administrator

  
Herbert J. Winfrey, Council President

FY19 20 JAW

Resolution resolving that 8th Ward Flint City Councilperson Allan Griggs hereby appoints Zack Lessner (1813 Lincoln Drive, Flint, MI 48503) to the Ethics and Accountability Board to serve the remainder of a four (4)-year term, commencing November 25, 2019, and expiring June 25, 2022. [By way of background, Mr. Lessner is replacing John Daly III, who resigned from the Board effective November 12, 2019.]

### **APPOINTMENTS (May Be Referred from Special Affairs)**

**190478** Mayoral Appointment/City Administrator/Clyde D. Edwards

Resolution resolving that the Flint City Council approves the recommendation by Mayor Sheldon A. Neeley to appoint Clyde D. Edwards as City Administrator, at an annual compensation rate of \$90,000.00, with such earnings paid from Salary and Wages Acct. No. 101-172.100-702.000.

**190481** Appointment/Ethics and Accountability Board/Joseph Pettigrew

Resolution resolving that 9th Ward Flint City Councilperson Eva L. Worthing hereby appoints Joseph Pettigrew 3214 Cheyenne Avenue, Flint, Michigan, 48507) to the Ethics and Accountability Board for the remainder of a six-year term of office, commencing November 25, 2019, and expiring June 25, 2024. [NOTE: By way of background, Bob Gallagher resigned from his position on the EAB Board effective October 30, 2019.]

### **RESOLUTIONS**

**190394** Sale of Properties/Acquired from the Genesee County Treasurer

Resolution resolving that the Flint City Council authorizes the appropriate City Officials to do all things necessary to facilitate the sale of the following properties in the following amounts: 6722 Fleming Road, Flint, for \$1,000.00. [NOTE: The Flint City Council adopted a policy, Resolution No. 180627, on April 8, 2019, entitled "City of Flint Policy of Disposition of Acquired Genesee County Treasurer Properties," to handle the sale of such properties.]

**190477** CO#1/Wade Trim, Inc./Construction Engineering Services/Atherton Road/Dupont Street

Resolution authorizing the Department of Purchases and Supplies to issue change order #1 to Wade Trim, Inc. for Construction Engineering Services for Atherton Road and Dupont Street, to change the account from the Tiger Grant (296-446.300-810.000), to the Major Street Fund Acct. No. 202-441.702-801.000, as requested by Transportation. [NOTE: The Department of Purchases & Supplies was authorized to issue a purchase order to Wade Trim, Inc. for construction engineering services for Atherton Road and Dupont Street in an amount NOT-TO-EXCEED \$3,304,735.00. The remaining money (\$1,180,000.00) is still allocated from the Water Infrastructure Improvements for the Nation (WIIN) and Major Street funds.]

190478

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

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

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

**RESOLUTION APPROVING THE APPOINTMENT OF CLYDE D. EDWARDS AS THE  
CITY ADMINISTRATOR**

**BY THE MAYOR:**

Pursuant to Flint City Charter Section 4-201, the Mayor of the City of Flint hereby appoints Clyde D. Edwards as the City Administrator.

**WHEREAS**, the City Administrator shall be paid a salary based on an annual compensation rate of \$90,000.00 and paid from account number 101-172.100-702.000. The terms of appointment are attached.

**WHEREAS**, Mayor Sheldon A. Neeley recommends that Clyde D. Edwards be appointed as the City Administrator.

**NOW THEREFORE BE IT RESOLVED**, that the Flint City Council approves the recommendation by Mayor Sheldon A. Neeley to appoint Clyde D. Edwards as the City Administrator.

**APPROVED AS TO FORM:**

  
Angela Wheeler, Chief Legal Officer

**FOR THE CITY OF FLINT:**

  
Sheldon A. Neeley, Mayor

**APPROVED AS TO FINANCE:**

  
Tamar Lewis, Deputy Financial Officer

**APPROVED BY CITY COUNCIL:**

\_\_\_\_\_  
Monica Galloway, City Council President

EXHIBIT E

ACT 99 CERTIFICATE

RE: Government Obligation Contract dated as of December 27, 2019, between Lease Servicing Center, Inc. dba National Cooperative Leasing (Obligee) and City of Flint, Michigan (Obligor)

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The undersigned, the duly authorized and qualified Finance Director of City of Flint, Michigan, County of Genesee, State of Michigan (the "Obligor"), in connection with the execution by the Obligor of the Government Obligation Contract (the "Contract"), in the amount of \$1,491,805.00, dated as of December 27, 2019 by and between the Obligor and Lease Servicing Center, Inc. dba National Cooperative Leasing, hereby certifies as follows:

1. The outstanding balance of all purchases authorized under Act 99 of 1933, exclusive of interest, do not exceed 1-1/4% of the taxable value of the real and personal property in the municipality as of the date of this Contract.
2. Upon request, Obligor can provide to Obligee specific dollar amounts to support this certification.

City of Flint, Michigan



Signature of Finance Director

Amanda Trujillo, Acting Chief Financial Officer

Printed Name and Title

12/19/19

Dated



## CITY OF FLINT, MICHIGAN Department of Law

Angela Wheeler  
Chief Legal Officer

Sheldon A. Neeley  
Mayor

### OPINION OF COUNSEL

December 16, 2019

Lease Servicing Center, Inc. dba National Cooperative Leasing  
220 22<sup>nd</sup> Avenue East, Suite 106  
Alexandria, Minnesota 56308

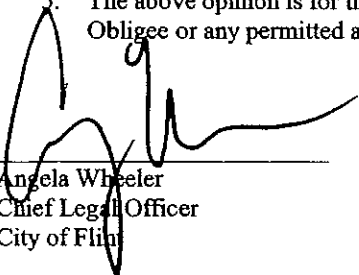
RE: Government Obligation Contract dated as of December 16, 2019 between Lease Servicing Center, Inc. dba National Cooperative Leasing (Obligee) and City of Flint, Michigan (Obligor)

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Ladies and Gentlemen:

As legal counsel to Obligor, I have examined the foregoing Contract and such other opinions, documents and matters of law as I have deemed necessary in connection with the Contract. Based on the foregoing, I am of the following opinions:

1. Obligor is a political subdivision of the State of Michigan, or a constituted authority authorized to issue obligations on behalf of a political subdivision of the State.
2. Obligor has the requisite power and authority to purchase the Equipment and to execute and deliver the Contract and to perform its obligations under the Contract. The Contract and the other documents either attached hereto or required herein have been duly authorized, approved and executed by and on behalf of Obligor, and the Contract is a legal, valid and binding obligation of Obligor enforceable in accordance with its terms.
3. The authorization, approval and execution of the Contract and all other proceedings of Obligor relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws.
4. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges the authority of the Obligor or any of the Obligor's officers or employees to enter into the Contracts.
5. The above opinion is for the sole benefit of the Obligee listed above and can only be relied upon by the Obligee or any permitted assignee or subassignee or successor of Obligee under the Contract.

  
Angela Wheeler  
Chief Legal Officer  
City of Flint

190417

(CONTRACT)

SUBMISSION NC

PRESENTED: 10-9-19

ADOPTED: 10-14-2019

**RESOLUTION TO NATIONAL COOPERATIVE LEASING FOR  
SEVEN (7) TANDEM AXLE DUMP TRUCKS**

BY THE CITY ADMINISTRATOR:


**RESOLUTION**

As part of the replacement plan for FY20, the Fleet Department is requesting the issuance of a purchase order to lease/purchase seven (7) each 2019 Tandem Axle Dump Trucks with underbody, wing and front snow plows from the MIDeal vendor, Tri County International Trucks (Contract #071B6600122) with financing through National Cooperative Leasing using Sourcewell Contract#032615-NCL ; and


National Cooperative Leasing, 220 22<sup>nd</sup> Ave. E. Suite 106, Alexandria, MN has submitted a municipal cost agreement to lease/purchase said vehicles using NCL's Source well Contract #032615-NCL. The trucks are to be utilized by the Street Maintenance Department for construction operations and snow removal. The trucks will replace seven (7) 2006 Peterbilt Dump Trucks that have been in service for fourteen (14) years. The Municipal lease term is for six (6) years with an annual payment of \$278,186.65 per year, with a \$1 per vehicle buyout at the end of the lease. Funding for said services will come from the following account: 661-451 100-940.000.

IT IS RESOLVED, that the Proper City Officials are hereby authorized to approve the issuance of a purchase order for the first year of a six years lease/purchase of seven (7) each Tandem Axle Dump Trucks with underbody, wing and front snow plows with financing through National Cooperative Leasing over a six year lease/per year, in an amount not to exceed annually of \$278,186.6 with a \$1 per vehicle buyout at the end of the lease


APPROVED PURCHASING DEPT:

  
Joyce A. McClane  
Purchasing Manager

APPROVED AS TO FINANCE:

  
Tamar A. Lewis  
Deputy Finance Director

APPROVED AS TO FORM:

  
Angela Wheeler  
Chief Legal Officer

  
Steve Branch, City Administrator

  
Herbert J. Winfrey, Council President



230269

RESOLUTION NO.: \_\_\_\_\_  
PRESENTED: AUG - 9 2023  
ADOPTED: \_\_\_\_\_

Proposal #23000545

**BY THE CITY ADMINISTRATOR:**

**RESOLUTION TO DUKE'S ROOT CONTROL, INC. FOR SEWER LINE  
CHEMICAL ROOT CONTROL SERVICES**

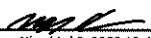
**WHEREAS**, The Division of Purchases and Supplies solicited proposals for the City of Flint Sewer Line Chemical Root Control Services and chemical degreaser for a three year period as requested by the Department of Public Works, and:

**WHEREAS**, Dukes Root Control, Inc., 1020 Hiawatha Blvd., Syracuse, NY was the sole bidder for said services. Funding for said purchases will come from the following accounts:

590-540.300-801.000	Capital Improvement	\$350,000.00
590-540.208-752.000	Supplies	\$6,720.00

**IT IS RESOLVED**, that the Proper City Officials, upon City Council's approval, are hereby authorized to enter into a three year contract with Duke's Root Control for sewer line chemical root control services and chemical degreaser, in the yearly amount of \$356,720.00 and a three year aggregate amount of \$1,070,160.00. (\$356,720.00 pending adoption of the FY25 budget, \$356,720.00 pending adoption of the FY26 budget)

**APPROVED AS TO FORM:**

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


**William Kim, City Attorney**

**APPROVED AS TO FINANCE:**

  
Jane Mager (Jul 16, 2023 13:20 EDT)

**Jane Mager, Acting Chief Financial Officer**

**FOR THE CITY OF FLINT:**

  
CLYDE D EDWARDS (Jul 10, 2023 13:53 EDT)

**Clyde Edwards, City Administrator**

**APPROVED BY CITY COUNCIL:**

**APPROVED AS TO PURCHASING:**



**Christopher Mumby, Acting Purchasing Manager**





# 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:** Entrice Mitchell *EM*  
Sewer Systems Supervisor

**DATE:** July 7, 2023

**SUBJECT:** Bid Recommendation – Root Control

Recommend that proposal#23-000545 for **SEWER LINE CHEMICAL ROOT CONTROL** be awarded to the sole bidder, Dukes Root Control.



# CITY OF FLINT

## RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 07/07/23

BID/PROPOSAL# 23-000545

AGENDA ITEM TITLE: Chemical Root Control

PREPARED BY: Cheri Priest, WSC Administrative Manager

VENDOR NAME: Dukes Root Control

### BACKGROUND/SUMMARY OF PROPOSED ACTION:

The Sewer Department is requesting a purchase order be issued to Dukes Root Control for chemical root control treatment services for the City of Flint's sewer systems. This process is used yearly to control root infiltration in the city's sewer system. Dukes Root Control was the sole bidder and will be awarded a 3-year contract, per the bid specifications.

FINANCIAL IMPLICATIONS: None

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

Dept.	Name of Account	Account Number	Grant Code	Amount
2496	Capital Improvement	590-540.300-801.000	N/A	350,000.00
2496	Supplies	590-540.208-752.000	N/A	6,720.00
FY/24 GRAND TOTAL				356,720.00

PRE-ENCUMBERED? YES ☒ NO ☐ REQUISITION NO: 24-0007408

ACCOUNTING APPROVAL:

*Cheri Priest*

Date:

*7/7/23*



## CITY OF FLINT

**WILL YOUR DEPARTMENT NEED A CONTRACT? YES X NO**

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

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

**BUDGET YEAR 1 \$350,000.00**

**BUDGET YEAR 2 \$350,000.00**

**BUDGET YEAR 3 \$350,000.00**

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

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

**DEPARTMENT HEAD SIGNATURE:** Entrice Mitchell

**Entrice Mitchell, Sewer Maintenance Supervisor**

## SALES QUOTATION

Document Number  
**1363**

Document Date      Page  
**06/13/2023**      **1/1**

Customer No.  
**C-000596**

Contact / Phone / Email  
**ENTRICE "JIGGY MITCHELL 3310 EAST**

**jrmitchell@cityofflint.com**

Your Contact  
**Bob Hunn 131**

Payment Terms  
**Net 30**

**Bob@dukes.com**

Shipping Type

FOB Point

**FLINT, CITY**  
PO Box 246

**FLINT MI 48501**  
USA

Delivery Address  
**FLINT, CITY**  
Same as Bill-to

Description	Quantity	UoM	Price	Total
<b>JET POWER II - SKID (120 GALS)</b>	<b>120</b>	<b>GA</b>	<b>\$ 28.00</b>	<b>\$ 3,360.00</b>
Item Code:      V-F-JPR-JPOW2-01X120GA				

Quotation Subtotal:      **\$ 3,360.00**

**Total Amount:**      **\$ 3,360.00**

Plus applicable Sales Tax

Quotation Valid Until: 09/28/2023

400 E. AIRPORT ROAD, STE E  
ELGIN, IL 60123  
800-447-6687 | www.dukes.com



REQUEST FOR PROPOSAL FOR

# ROOT CONTROL SERVICES (23000545)

June 13, 2023

PREPARED FOR **CITY OF FLINT**  
1101 S SAGINAW ST, ROOM 203  
FLINT, MI 48502



ROOT CONTROL SERVICES (23000545)

CITY OF FLINT | JUNE 13, 2023

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June 13, 2023

City of Flint  
Finance Department - Division of Purchases and Supplies  
1101 S. Saginaw Street, Room 203  
Flint, MI 48502

RE: 23000545 Root Control Services

To Whom it May Concern,

Thank you for the opportunity to be of service to the City of Flint. Enclosed you will find completed Bid Documents for the 23000545 Root Control Services Bid scheduled to open on June 13, 2023.

Should you need further assistance, please feel free to contact me at (800) 477-6687.

Sincerely,

A handwritten signature in black ink that reads "V. Kielp". The signature is written in a cursive, flowing style.

Valerie Kielp  
Opportunity Coordinator

❖ EXHIBIT A - SUBMITTAL WITH DETAILED SUMMARY OF PRICING

**PROPOSAL NO.23000545**  
**ROOT CONTROL SERVICES - (3) YEARS**

**SCOPE OF WORK ATTACHED SEPARATELY.**

**PROPOSAL PRICE PAGE**  
(Submit with Bid)

Sewer line chemical root control, including all labor, materials, equipment and associated costs, shall be paid for at the unit price bid per linear foot of each size pipe. Unit prices are to be computed per linear foot manhole-to-manhole.

Actual Quantities Unknown

PIPE SIZE	UNIT PRICE PER LINEAR FOOT	ESTIMATED FOOTAGE	TOTAL PRICE
6 inch	\$1.96	1,000	\$1,960.00
8 inch	\$1.96	1,000	\$1,960.00
10 inch	\$2.16	1,000	\$2,160.00
12 inch	\$2.36	1,000	\$2,360.00
15 inch	\$3.29	1,000	\$3,290.00
18 inch	\$4.73	1,000	\$4,730.00
21 inch	\$5.86	1,000	\$5,860.00
Additional Manholes*	\$175.00	100	\$17,500.00
Sum Total Price (In figures)			\$39,820.00

\* Manholes not directly connected to main-line sections of pipe specified for treatment.

The Owner reserves the right to reject any or all bids. Bidders are cautioned not to attach any conditions, limitations, or provisions to the proposal as such conditions, limitations or provisions will render their bid informal and cause its rejection.

**Submittals:** Failure to enclose the following will render this bid non-responsive and result in the rejection of this bid. Indicate whether the following are enclosed.

Yes	No	
X		Proposal Price Page
X		Specimen Label
X		Safety Data Sheet
X		Pollution Liability Insurance Certificate
X		Environmental Hazard Submittal
X		Contractor's Qualification Page
X		Contractor's Reference Page
X		Pesticide Applicator Experience Submittal
X		Confined Space Entry Certificates



**ENVIRONMENTAL HAZARD SUBMITTAL**  
(Submit With Bid)

Complete the following questionnaire with respect to the product submitted for use by the bidder.

1. Check the US EPA classification for the submitted product.

Restricted use \_\_\_\_ General use X

2. What are the Active Ingredients in the product submitted? Diquat

3. Check the classification the U.S. Environment Protection Agency has assigned to the active ingredient(s) in your product with regards to whether it causes cancer:

✓	1985 Classification
	Human carcinogen
	Probable human carcinogen
	Possible human carcinogen
	Not classifiable as to Human Carcinogenicity
	Evidence of Non-carcinogenicity for humans

✓	2005 Classification
	Carcinogenic to humans
	Likely to be carcinogenic to humans
	Suggestive evidence of carcinogenic potential
	Inadequate information to assess carcinogenic potential
	Not likely to be carcinogenic to humans

4. Volatile organic compounds (VOC) present an inhalation exposure hazard to humans. Does the product submitted contain active herbicide(s) that are considered (VOC) at ambient temperatures. Yes \_\_\_\_, No X.

If yes, list the volatile herbicide(s) below: \_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR'S QUALIFICATION SUBMITTAL**  
**(Submit With Bid)**

Failure to complete this page in full, and to provide valid, existing licenses and insurance, as required, will render this bid non-responsive and result in the rejection of this bid.

Contractor name: Duke's Root Control, Inc.

Street Address: 400 Airport Road, Suite E

City/State/Zip: Elgin, Illinois 60123

Contractor's MDARD Pesticide Business license #: 64898-8

Contractor US DOT #: 1559146

Brand name of proposed chemical root control product: Razorooter

US EPA root control product registration #: 64898-8

MDARD root control product registration #: 64898-8

Does the Contractor have pollution liability insurance as specified? Yes ☒ No ☐

Contractor's pollution liability insurance carrier: Nautilus Insurance Company

What is the current a.m. best rating for your pollution insurance carrier? A+ XV

Using the product submitted, does the Contractor have:

1. A minimum 5 years of experience? Yes ☒ No ☐
2. A total of 500,000 linear feet completed in the type of work specified? Yes ☒ No ☐
3. Three other jobs completed, each consisting in excess of 25,000 linear feet, which the owner can verify? Yes ☒ No ☐

Is a product label and Safety Data Sheet (SDS) attached? Yes ☒ No ☐

As per federal code 29 CFR 1910.146, are certificates of completion in confined space entry training attached for all pesticide applicators listed below? Yes ☒ No ☐

**Contractor's MDARD Certified Pesticide Applicators**  
**(List 3 minimum)**

1. Name: David P. Wall Certification #: C006100332 Years of Experience: 25

2. Name: Jeffrey Burdick Certification #: C006130419 Years of Experience: 17

3. Name: Scott Brenno Certification #: C006990429 Years of Experience: 20

**CONTRACTOR'S ROOT CONTROL REFERENCE PAGE**  
**(Submit With Bid)**

The Contractor must submit three municipal references of similar scope using the product submitted, which the owner can verify.

<b>Owner/Agency:</b>	City of Flint
<b>Address:</b>	3310 East Court Street
<b>City, State, Zip:</b>	Flint, MI 48506
<b>Contact &amp; Phone:</b>	Entrice "Jiggy" Mitchell 810-691-4345
<b>Footage Treated:</b>	3,600,000 LF
<b>Date of Treatment:</b>	Multi-Year since 1994

<b>Owner/Agency:</b>	Genesee County
<b>Address:</b>	4610 Beecher Road
<b>City, State, Zip:</b>	Flint, MI 48532
<b>Contact &amp; Phone:</b>	Lony Smith 810 732 7870 ext 4014
<b>Footage Treated:</b>	60,000 LF
<b>Date of Treatment:</b>	Multi-Year since 1999

<b>Owner/Agency:</b>	City of Livonia
<b>Address:</b>	12973 Farmington Road
<b>City, State, Zip:</b>	Livonia, MI 48150
<b>Contact &amp; Phone:</b>	Don Rohraff 734-466-2607
<b>Footage Treated:</b>	165,000 LF
<b>Date of Treatment:</b>	Multi-Year since 1993

Only experienced Contractor's in this type of work will be considered for award. Failure to provide sufficient verifiable references will result in rejection of this bid.

**PESTICIDE APPLICATOR SUBMITTAL**  
**(Submit With Bid)**

Complete this form for each qualified Certified Applicator. Make copies as necessary.

**License Information**

Applicator's Name: Jeffrey C. Burdick

Pesticide Applicators License #: C006130419

State Issuing Pesticide Licensing: Michigan

Date License Issued: \_\_\_\_\_ Date License Expires: 12/31/2024

Name of Licensing Agency: Dept. of Agriculture Phone: \_\_\_\_\_

Copy of License Submitted with Bid (Yes, No)? X

**Applicator's Experience Obtained with above License**

Owner (Name of Municipality)	Date Complete	Footage Treated
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Our Applicators execute hundreds of projects every month. A fully compiled list can be provided upon award.		
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Total Footage Treated under this License:	<u>500,000</u>
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**END OF SECTION**

**EXHIBIT B - QUALIFICATIONS AND LICENSES REQUIREMENTS****Please give a synopsis of your qualifications and experience with this service:**

Since 1979, Duke's has been a leader in the sewer industry for providing chemical maintenance services to extend the life of infrastructure. Duke's has a reputation for providing effective, proven methods for controlling sewer line root problems. More than 2,000 municipalities have used Duke's to effectively treat over 400 million LF of sewers. Since that time, we have expanded our offerings to meet the ever-growing needs of local governments with innovative and quality driven sanitary sewer evaluation services. To meet that need, we now have more than 300 talented sewer professionals at Duke's, many with over 20 years of direct sewer industry experience. We are ready to collaborate, manage, and execute this program within the timelines set forth by the City.

**Please list Licenses:**

Please see the attached Department of Agriculture License.

**How long have you been in business?**

Since 1979

**Have you done business with the City of Flint?**

Yes

**If yes, please state the project name.**

Please see the included Project Reference for Chemical Root Control.

**❖ EXHIBIT C – DISCLOSURE OF SUPPLIER RESPONSIBILITY STATEMENT**

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

None.

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

None.

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

None.

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

None.

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

None.

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6. List any contracts not completed on time.

None.

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

None.

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

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

**Reference #1:**Company/Municipality: City of FlintContact Person: Entrice "Jiggy" Mitchell Title: Sewer SupervisorAddress: 3310 East Court StreetCity: Flint State: MI Zip: 48506Telephone: 810-691-4345 Fax: \_\_\_\_\_Email: jmittell@cityofflint.comType of Project: Sewer Chemical Root ControlProject Timeline (Dates): 1994 - Current Budget: \$4,169,000.00**Reference #2:**Company/Municipality: Genessee CountyContact Person: Lony Smith Title: Field Manager of I&IAddress: 4610 Beecher RoadCity: Flint State: MI Zip: 48532Telephone: 810-732-7870 ext 4014 Fax: \_\_\_\_\_Email: lsmith@gcdcwws.comType of Project: Sewer Chemical Root ControlProject Timeline (Dates): 1999 - Current Budget: \$110,500.00

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

**Reference #3:**Company/Municipality: City of LivoniaContact Person: Don Rohradd Title: Director of Public WorksAddress: 12973 Farmington RoadCity: Livonia State: MI Zip: 48150Telephone: 734-466-2607 Fax: \_\_\_\_\_Email: drohradd@ci.livonia.mi.usType of Project: Sewer Chemical Root ControlProject Timeline (Dates): 1993 - Current Budget: \$333,500.00



**❖ 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**



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)

06/05/2023

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

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

<b>PRODUCER</b> Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA		<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C, No, Ext):</b> 1-877-945-7378 <b>FAX (A/C, No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com	
<b>INSURED</b> Duke's Root Control, Inc. 400 Airport Rd, Unit E Elgin, IL 60123		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Nautilus Insurance Company <b>INSURER B:</b> Starr Indemnity & Liability Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 17370 38318	

**COVERAGES**

CERTIFICATE NUMBER: W29239265

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	ECP2039143-10	12/08/2022	12/08/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	1000679525221	12/08/2022	12/08/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	100 0005190	12/08/2022	12/08/2023	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability		ECP2039143-10	12/08/2022	12/08/2023	Limit Each Claim \$1,000,000 Deductible Each Claim \$25,000

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

This Voids and Replaces Previously Issued Certificate Dated 06/02/2023 WITH ID: W29228702.

RE: Proposal # 23000545

SEE ATTACHED

**CERTIFICATE HOLDER****CANCELLATION**

City of Flint City Hall 1101 S. Saginaw Street, Room #203 Flint, MI 48502	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 24235333

BATCH: 3000400

AGENCY CUSTOMER ID:

LOC #:



# **ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Duke's Root Control, Inc. 400 Airport Rd, Unit E Elgin, IL 60123	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

## **ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

City of Flint, its officials, and employees are included as an Additional Insureds as respects to General Liability and Automobile Liability.

Coverage for Contractual Liability is provided under the General Liability policy.

INSURER AFFORDING COVERAGE: Nautilus Insurance Company

NAIC#: 17370

POLICY NUMBER: ECP2039143-10

EFF DATE: 12/08/2022

EXP DATE: 12/08/2023

TYPE OF INSURANCE:  
Pollution Liability

LIMIT DESCRIPTION:  
See Below

LIMIT AMOUNT:

ADDITIONAL REMARKS:  
Pollution Liability

Limit \$1,000,000 Each Pollution Condition - CPL

Deductible \$25,000 Each Pollution Condition Per Occurrence

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION TO DESIGNATED PERSON OR ORGANIZATION**

<b>Policy Number</b>	<b>Policy Effective Date</b>	<b>Policy Expiration Date</b>	<b>Endorsement Effective Date</b>
ECP2039143-10	12/8/2022	12/8/2023	6/5/2023

This endorsement modifies insurance provided under the following:

**ENVIRONMENTAL COMBINED POLICY**

The following is added to **SECTION VII – CONDITIONS 2. Cancellation:**

**SCHEDULE**

<b>Number of Days Advance Notice Of Cancellation:</b>	Ninety (90) Days
<b>Name and Address of Designated Person(s) or Organization(s):</b>	City of Flint City Hall 1101 S. Saginaw Street, Room #203 Flint, MI 48502
<b>Additional Premium:</b>	\$0

In consideration of the payment of an additional premium, and notwithstanding anything contained in the policy to the contrary, it is understood and agreed that if we cancel this policy on or before the expiration date set forth in the Declarations, we will mail or deliver to the first **Named Insured** at the last known address, and the person(s) or organization(s) at the address designated in the **SCHEDULE** above, written notice of cancellation not less than the number of days shown in the **SCHEDULE** before the effective date of cancellation. Proof of mailing of notice shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall be the end of the **policy period**.

This endorsement shall not apply if:

1. We cancel due to non-payment of premium, or
2. The policy is non-renewed for any reason.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**

PI-228 (1/05)

Michigan Department of Agriculture & Rural Development

**Pesticide and Plant Pest Management Division  
Restricted Use Pesticide Dealer License**

**License No:** 2182

**Issue Date:** 04/27/2023

**Expiration:** 12/31/2023

**Issued To:**

DUKES ROOT CONTROL INC  
400 AIRPORT RD SUITE E  
ELGIN, IL 60123 -

**Person In Charge and Mailing Address:**

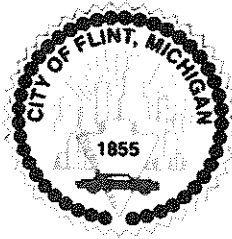
ROBERT S HUNN  
DUKES ROOT CONTROL INC  
400 AIRPORT RD SUITE E  
ELGIN, IL 60123 -

This license is issued in accordance with the provisions of Act 451, Part 83, PA of 1994, as amended & is only valid for the establishment and address listed above. This license is not transferable.

RUP

DR. TIM BORING

Director of Agriculture  
& Rural Development



**SEALED PROPOSALS RECEIVED IN THE DIVISION OF PURCHASES & SUPPLIES**

**Root Control Services**

**P23-545**

**Approximate Annual Quantities – Not Guaranteed  
Furnish as requested for the period 7/1/23 – 6/30/26**

**Bidder #1: Duke's Root Control**

**Elgin, IL.**

<b>Total</b>	<b>\$39,820.00</b>
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**A SPECIAL NOTE FROM THE PURCHASING DIVISION**

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



230270

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

PRESENTED: AUG - 9 2023

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

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO MACQUEEN EQUIPMENT FOR (4) STREET SWEEPERS**

**WHEREAS**, The Division of Purchases and Supplies has utilized the Sourcewell cooperative contract purchasing platform to complete a two-tier quotation process from their qualified vendor database for the procurement of (4) new street sweepers with the Fleet Division.

**WHEREAS**, MacQueen Equipment (dba Bell Equipment) is our regional dealer for the Elgin Sweeper Company and was responsive to the City's request for multiple sweepers required by the DPW – Street Maintenance division.

**WHEREAS**, the Fleet Services Division and Street Maintenance are requesting a total of \$1,593,890.00 for these (4) new sweepers.

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

Account Number	Account Name/ Grant Code	Amount
661-229.000-977.000	EQUIPMENT	\$1,593,890.00
	<b>FY2023 TOTAL</b>	<b>\$1,593,890.00</b>

**IT IS RESOLVED**, that the Division of Purchases & Supplies is hereby authorized to issue a Purchase Order to MacQueen Equipment for the purchase of (4) street sweepers for Fleet Services to provide to the Street Maintenance division for FY24 (07/01/23-06/30/24) in an amount not-to-exceed \$1,593,890.00.

APPROVED AS TO FORM:

  
William Kim (Aug 3, 2023 12:40 EDT)

William Kim, City Attorney

APPROVED AS TO FINANCE:

  
Jane Mager (Aug 3, 2023 12:43 EDT)

Jane Mager, Acting Chief Financial Officer

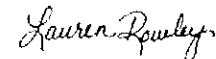
FOR THE CITY OF FLINT:

  
CLYDE D EDWARDS (Aug 3, 2023 13:33 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:



Lauren Rowley, Purchasing Manager





## CITY OF FLINT

### STAFF REVIEW FORM

**TODAY'S DATE:** 8/1/2023

**BID/PROPOSAL#**

**AGENDA ITEM TITLE:** Elgin Sweepers

**PREPARED BY** Aaron Cottrell, Fleet Services  
(Please type name and Department)

**VENDOR NAME:** MacQueen Equipment

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

Fleet Services is requesting a Purchase Order be issued to MacQueen Equipment in the amount of \$1,593,890.00 for the purchase of four (4) new Elgin street sweepers. Our existing sweepers are in need of refurbishment and eventual replacement.

This purchase will be made through the regional Elgin dealer, MacQueen Equipment (dba Bell Equipment), utilizing the Sourcwell contract #093021-ELG. The Elgin contract option is exercised and effective with an expiration date of 11/16/2025. This Sourcwell Purchasing Program evaluates participating vendors based on conformance to RFP requirements, pricing, financial viability and marketplace success, ability to sell and deliver services, value added attributes, warranty, and the depth/breadth of offered equipment, products, and services.

**FINANCIAL IMPLICATIONS:** \$1,593,890.00

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

Dept.	Name of Account	Account Number	Grant Code	Amount
3331	Equipment	661-229.000-977.000		\$1,593,890.00
		<b>FY24 GRAND TOTAL</b>		<b>\$1,593,890.00</b>

**PRE-ENCUMBERED?** YES ☒ NO ☐ **REQUISITION NO:** 240007602

**ACCOUNTING APPROVAL:** Christine Tagg  
Christine Tagg (Aug 2, 2023 14:07 EDT)

**Date:** 08/02/2023



## CITY OF FLINT

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

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

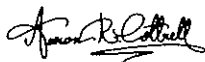
**BUDGET YEAR 1** \$1,593,890.00

**BUDGET YEAR 2** \$

**BUDGET YEAR 3** \$

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

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

**DEPARTMENT HEAD SIGNATURE:**   
(Aaron R. Cottrell, Fleet Administrator)

**DEPARTMENT HEAD MUST SIGN**



**Michigan Office:**  
78 Northpointe Drive  
Lake Orion, Michigan 48359  
Phone: (248) 370-0000  
Fax: (248) 370-0011

**Ohio Office:**  
850 Science Blvd.  
Gahanna, OH  
Phone 614-655-0022

**2024 Elgin Eagle Sweeper for City of Flint**

1 – Elgin Eagle Mechanical Sweeper on Freightliner M2 106 Including

ALL MANUALS  
VARIABLE SPEED BROOMS  
SIDEBROOM TILT LEFT & RIGHT HAND W/DISPLAY  
HOPPER FULL INDICATOR  
AUTO LUBE SYSTEM ON MODULE  
CARBIDE DIRT SHOES IN LIEU OF RUBBER  
HOPPER UP CONSTANT ALARM  
HIGH TEMP HYDRAULIC SHUTDOWN  
HYDRAULIC LEVEL SHUTDOWN  
HIGH SPEED CONVEYOR MOTOR  
SLOW MOVING VEHICLE SIGN  
LEFT HAND FENDER MOUNTED MIRROR  
SY-KLONE AUXILIARY PRE-CLEANER  
AUX BATTERY DISCONNECT  
AIR PURGE  
RESUME SWEEP FUNCTION  
5 LBS FIRE EXTINGUISHER  
LED/STOP/TAIL/REAR TURN LIGHTS  
AMBER LED BEACON LIGHTS WITH GUARDS, REAR & HOPPER MOUNT  
REAR CAMERA WITH COLOR LCD MONITOR  
ARROWBOARD  
BOSTROM AIR 905 CLOTH HI BACK SEATS  
DUAL CLOTH ARMS RESTS  
ADDITIONAL AUX ENGINE AND CHASSIS KEY  
FRONT SPRAY BAR  
FREIGHT  
PREP, DELIVERY & TRAINING INCLUDED  
ALL OTHER FEATURES STANDARD

**Total - \$399,705**

If you would like to proceed with this purchase, please sign and date below and return it to  
[CBaldas@bellequip.com](mailto:CBaldas@bellequip.com)

**Signature:**

**Date:**

---

Provided by Chris Baldas  
Territory Sales Representative for Bell Equipment  
Sourcewell Contract # 093021-ELG  
7-24-23

**Elgin Street Sweepers • Bonnell Leaf Machines • KEG Nozzles • Setcom Headsets**



**Michigan Office:**  
78 Northpointe Drive  
Lake Orion, Michigan 48359  
Phone: (248) 370-0000  
Fax: (248) 370-0011

**Ohio Office:**  
850 Science Blvd.  
Gahanna, OH  
Phone 614-655-0022

**2024 Elgin Whirlwind Sweeper for City of Flint**

1 – Elgin Whirlwind Air Sweeper on Freightliner M2 106 Including

ALL MANUALS  
DUAL VARIABLE SPEED GUTTER BROOMS  
HOPPER DELUGE SYSTEM  
6" HOPPER DRAIN  
AUTO LUBE SYSTEM ON MODULE  
AUX HYDRAULIC PUMP  
REAR LED FLOOD LIGHTS  
SIDEBROOM TILT LEFT & RIGHT HAND W/DISPLAY  
NOZZLE 3RD CASTER WHEEL – DUAL  
AIR PURGE  
SY-KLONE AUXILIARY PRE-CLEANER  
2.5 LBS FIRE EXTINGUISHER  
HYDRAULIC WANDERING HOSE  
HIGH PRESSURE WASHDOWN - HIGH PSI AT LOW RPM  
HIGH PRESSURE WASHDOWN HOSE REEL  
LED/STOP/TAIL/REAR TURN LIGHTS  
2 REAR BEACONS & ARROWBOARD  
FRONT SPRAY BAR  
BACK UP ALARM  
ADDITIONAL AUX ENGINE AND CHASSIS KEY  
SLOW MOVING BEHICLE SIGN  
RH INSPECTION DOOR AND STEP  
12" CONVEX MIRRORS IN LIEU OF 8"  
FREIGHT  
PREP, DELIVERY & TRAINING INCLUDED  
ALL OTHER FEATURES STANDARD

**Total - \$397,240**

If you would like to proceed with this purchase, please sign and date below and return it to  
[CBaldas@bellequip.com](mailto:CBaldas@bellequip.com)

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

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

Provided by Chris Baldas  
Territory Sales Representative for Bell Equipment  
Sourcewell Contract # 093021-ELG  
7-24-23

**Elgin Street Sweepers • Bonnell Leaf Machines • KEG Nozzles • Setcom Headsets**

# ***Eagle®***



**ELGIN**  
Subsidiary of Federal Signal Corporation



## POWERFUL, PROVEN, SINGLE ENGINE MECHANICAL SWEEPER

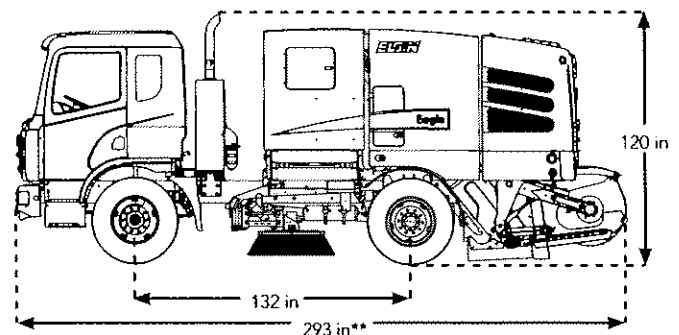
If you need a proven mechanical broom sweeper with reliable heavy duty performance, high dump capability and superior operator comfort look to the Elgin Eagle. The Eagle, first introduced as part of the Elgin family of sweepers in 1988 has been continuously improved, retaining all of the features that made it popular. These include a simplified dual-engine design, increased operator efficiency and productivity, along with the latest technology for superior results. If you haven't tried sweeping with the Eagle – now is the time to take another look.





## RELIABLE, HEAVY-DUTY, VERSATILE MECHANICAL SWEEPER

- Sweep system is powered by a low emission, 74 hp Cummins diesel engine, (55 kW @ 2500 RPM), one of the most powerful standard auxiliary engines available on a mechanical sweeper.
- Control console, located between the operator stations, provides quick, easy access for increased productivity and safe operation.
- Dual free-floating gutter brooms adjust to variable road surfaces, a sweep path of 10 feet (305 cm) and a powerful free floating direct-drive main broom, ensure reliable and complete pickup of debris.
- Superior dust control is maintained with an in-cab zone-controlled diaphragm water pump and a 360 gallon (1,363 L) water tank for long sweep times between refills.
- 4.5 cubic yard (3.4 cubic meters) hopper features a center mounted double-scissors lifting mechanism for greater stability and trouble-free operation. Dumping height is variable up to 11 feet, 2 inches (3,404 mm) and an 11 inch (279 mm) side shift enables a cleaner more efficient unloading of material.
- Flexible range of chassis choices including cab-over or conventional chassis. The cab-over chassis cab is dualized with OEM parts, including full factory controls, steering, and OEM gauge package that is identical for both left and right operator stations.





# INNOVATIONS AT WORK

A closer look at the Elgin Eagle reveals innovative design features, systems, and components that not only simplify operation and improve performance but also make maintenance and servicing faster and easier. The result is the optimal efficiency of your operations, as you reduce maintenance requirements and downtime. The Elgin Eagle brings you an array of innovative systems including:



## Commercial Chassis Engine

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Conventional chassis are built for sweeping and provide outstanding visibility, comfort, safety, and productivity. The short wheel base and unique steering geometry allow maximum maneuverability. A choice of Freightliner or International conventional chassis are also available.



## Waterless Dust Control Option

---

The Elgin Eagle is available with an optional dry dust control system. This model maintains all the features and performance that have made the Eagle a popular four wheel mechanical sweeper, but does not require water for dust suppression. The Eagle with dry dust control's patented dust control system includes a dust skirting system, dust separator in the hopper, and a dust control fan with a maintenance-free filter. This model is ideal for industrial applications where heavy, dry materials must be swept up while keeping dust emissions to an absolute minimum.



## Memory Sweep

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Elgin's exclusive Memory Sweep feature allows the operator to resume ALL previous sweeper settings with one-touch control to increase productivity. The feature provides a multi-screen display for tilt angle, broom hours, water level, and diagnostic information.



## Pause Sweep

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To further improve both fuel efficiency and sweep component life, the sweep system can automatically pause when the sweeper is not sweeping and re-engages immediately upon vehicle movement without leaving any material behind.

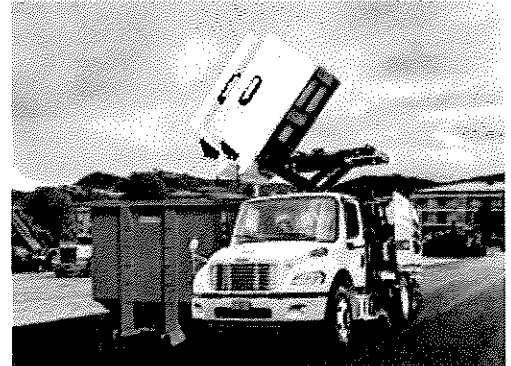


# BUILT TO LAST

## Large, Variable Dump Height Hopper

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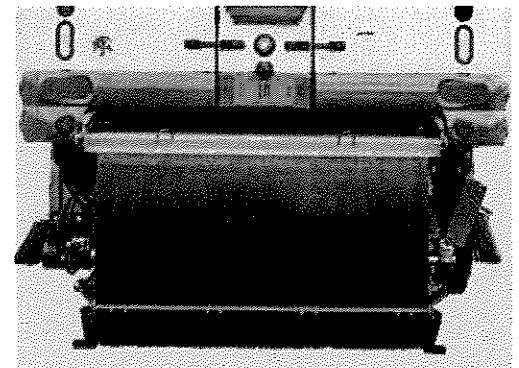
The hopper has a capacity of 4.5 cubic yards (3.4 m<sup>3</sup>) and a variable dump height between 38inch and 11 feet - 2 inch. The double scissor hoist provides a payload of 10,000 lbs (4,436 kg) and incorporates an 11 inch (279 mm) side shift and a 50 degree dump angle to deposit material nearer the center of the dump truck. All controls are operated from the in-cab control console.



## Main Broom

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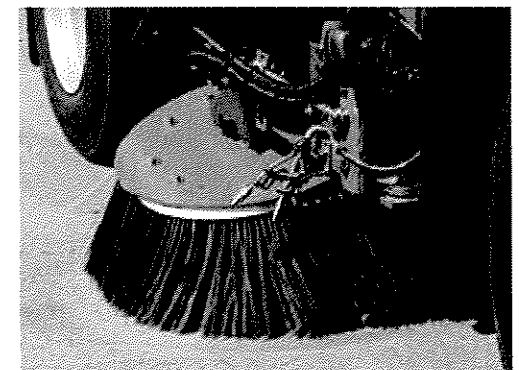
The main broom is attached to a fully floating trailing arm to better conform to road contours. Performance is optimized using mechanical main broom suspension that dynamically adjusts to various road conditions while on-the-go. Lift and lower functions are controlled from the cab. Main broom arm bearings are sealed, can be re-lubricated and are self-aligning for self-adjustment when experiencing an uneven load which decreases wear and increases main broom life.



## Side Brooms

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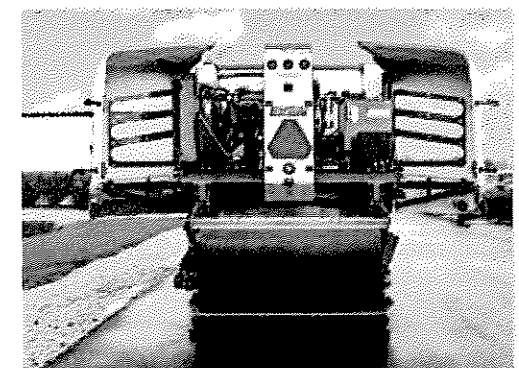
46 inch (1,168 mm) trailing arm, free-floating side brooms offer four-way motion and protection against damaging impacts. Pneumatic lift and extension control enhances performance while sweeping within a 10 foot (3,048 mm) wide path.



## Simple, Easy-Access Maintenance

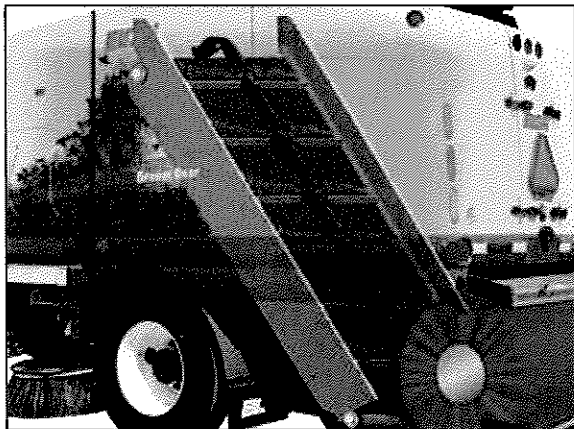
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The Eagle was designed so that systems are accessible and easy to service. Large access doors allow for 180 degree accessibility to engine maintenance components. The hydraulic system with o-ring face seal fittings is designed for long life and leak-free operation. Heavy-duty waterproof electrical connectors and color-coded wires have stamped identification for quick location during troubleshooting. A stainless steel toolbox provides additional storage.



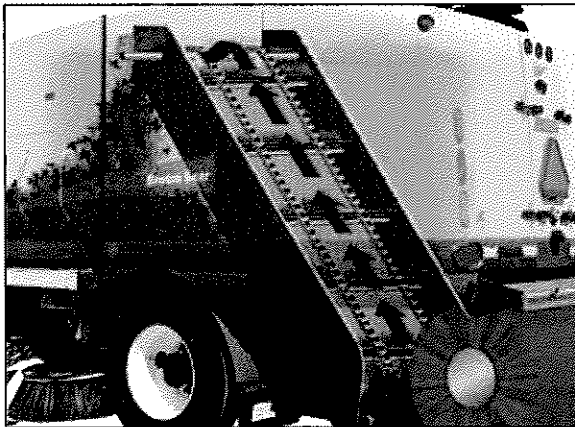
# UNIQUE APPLICATION VERSATILITY

The Eagle comes standard with a no jam debris conveyor belt featuring molded-in full-width cleats that move debris without jamming. High-strength belt material provides long wear and maximum uptime. The Eagle is specifically designed to provide versatile and reliable performance in a wide range of applications including highway sweeping, general municipal sweeping, trash, leaves, and other organics.



## ELGIN CHEVRON BELT CONVEYOR

- Full-width angled cleats moves more material to hopper to maximize productivity.
- Direct-drive hydraulic motor for optimal power transfer to conveyor system.
- Improved hopper fill by throwing debris toward center of hopper.
- Heavy-duty poly/nylon belt construction resists stretching and requires fewer adjustments.
- Ribs between cleats enhance effectiveness of moving fine debris into hopper.



## ELGIN SQUEEGEE CONVEYOR

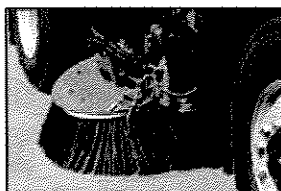
- Chain side-plate constructed from hardened steel for long life and smooth operation.
- Three-piece design for easy service without removing complete assembly.
- Thick, multi-ply rubber-edged flights efficiently moves debris into hopper.
- Unique, interlocking, wavy-plate joint design prevents excessive wear and "thumping" over plate seams.
- Abrasion-resistant steel floor for durability.
- Direct-drive hydraulic motor for optimal power transfer to conveyor system.

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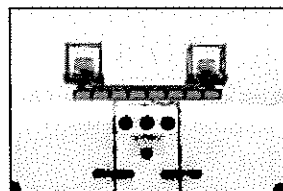
## ENHANCEMENTS



Lifeline® hopper system



In-cab side broom tilt and extended reach



Lighting Packages

### ADDITIONAL ENHANCEMENTS

- Automatic lubrication system
- Broom camera system (rear standard)
- Front spray bar
- Carbide dirt shoes
- PM-10 dust suppression
- High-speed conveyor
- And more



## OUR COMMITMENT TO QUALITY ONLY BEGINS WITH OUR EQUIPMENT

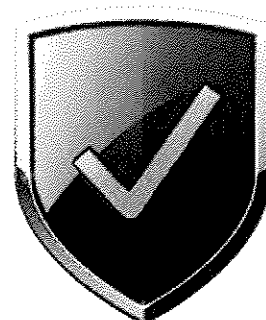
The Elgin Eagle is manufactured in an ISO 9001 certified, advanced industrial plant. We employ the latest technology to build the most reliable equipment, including high-precision laser cutters, efficient, accurate computer numerical controls (CNC), and a sophisticated powder coating system..

When you build a quality product you can back it up with a full one-year, unlimited hours warranty. Elgin also backs up your investment with superior local service and support. Our goal is to keep your machine—and your entire operation—up and running.

The Eagle can be customized to your unique requirements to meet local standards and regulations by means of a broad selection of configurations, options and accessories.

Through our international dealer network, we maintain a vast inventory of spare parts and offer fast shipment to any region of the world.

Altogether, the rugged, reliable Elgin Eagle is easy to operate, easy to maintain, and an easy choice when you are looking for quality equipment that is built to last.



### Eagle Mechanical Sweeper Specifications

Engine	Electrical System	Dust Control System	Sweep System	Conveyor
<b>Make</b> Cummins QSF <b>2.8 L</b> <b>Type</b> 4 cylinder <b>Displacement</b> 2.8 L <b>Horsepower</b> 74 @ 2500 RPM <b>Torque</b> 221 lb ft (299 Nm) <b>Aspiration</b> Turbo charged	<b>Voltage</b> 12 VDC / negative ground <b>Alternator</b> 60 amp <b>Battery</b> 2 12v 1000 CCA <b>Circuit Protection</b> Activated by ignition switched constant duty solenoid <b>Wiring</b> Hot stamp identified with weatherproof connectors	<b>Tank Construction</b> Polyethylene/SS <b>Tank Capacity</b> 360 gallon (1,362 L) <b>Fill Hose</b> 16 in 8 ft (5,080 mm) with 2.5 in (64 mm) NST hydrant coupling <b>Pump</b> Electric diaphragm <b>Spray Nozzles</b> 9 total: 3 main, 3 left & 3 right side brooms	<b>Sweep System Pump</b> Triple section gear pump <b>Capacity</b> 13.5 GPM @ 1200 RPM <b>Fittings</b> O-ring face seal <b>Reservoir Capacity</b> 13.5 GPM @ 1200 RPM <b>Inlet Strainer</b> 100 mesh <b>Return Filter</b> 6 micron	<b>Type</b> Exclusive Chevron belt <b>Material</b> (belt) Rubber reinforced fabric <b>Speed</b> Variable, with auxiliary engine RPM <b>Lift Control</b> Hydraulic

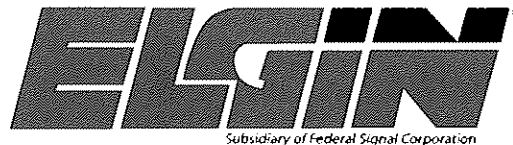
# Eagle®

## RELIABLE, HEAVY DUTY, VERSATILE MECHANICAL SWEEPER

For a sweep system with variable high dump capabilities and highway transport speeds, look no further than the Elgin® Eagle® four-wheel mechanical (broom) sweeper. Eagle sweepers are equipped with a no-jam conveyor or the optional elevator squeegee system, wide sweep path and an industry proven variable height lift system; 11" (279 mm) of hopper side-shift ensures easy dumping. Built on a conventional or cab-over commercial chassis, the Elgin Eagle features a dual mode air suspension system, so an operator can go from a solid rear axle for dumping stability to a fully sprung chassis for operator comfort and control during high speed transport.

### WHY EAGLE?

- 74hp Cummins Tier 4 final auxiliary engine
- 4.5 cubic yard (3.4 m<sup>3</sup>) hopper standard
- Variable dump height up to 11 feet 2 inch (3404 mm)
- 11 inch (279 mm) hopper side shift for maximizing dump truck/container payload distribution
- Chevron conveyor belt system with patented interchangeability to squeegee system



Elgin Sweeper • 1300 West Bartlett Road, Illinois 60120 USA  
Phone 847-741-5370 | Parts & Service 877-800-1111

Specifications subject to change without notice. Some products shown with optional equipment. Elgin® is a registered trademarks of Elgin Sweeper. Products may be covered by one or more United States Patents and/or pending patent applications. Elgin Sweeper is a subsidiary of Federal Signal Corp. | Federal Signal Corp. is listed in the NYSE by the symbol FSS.

Effective Date 01/23

P/N 070594 C

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Printed in the USA

# ELGIN®

Subsidiary of Federal Signal Corporation

## Whirlwind®



# WHIRLWIND® - POWERFUL, DURABLE VACUUM SWEEPER

Need a powerful vacuum sweeper that not only cleans but is durable, easy to operate and easy to maintain? The Elgin® Whirlwind is the answer. Suited for municipalities, contractors and general maintenance sweeping, the Whirlwind has evolved over four decades to bring out the best in vacuum street sweeping. The high performance sweep system, user-friendly controls, customizable suction nozzle and side broom configurations, and selection of cab-over or conventional chassis make the Whirlwind the obvious choice. Thanks to our worldwide factory-trained dealer network, you can be sure of satisfaction on delivery and far down the road.



## APPLICATION SOLUTIONS

*Elgin Sweeper doesn't offer just one sweeping technology — we take an application-based approach to solving our customers' sweeping needs. Our team works with each customer to ensure that you get a machine that fits your specifications, with the right truck, engine configuration, fuel requirements, and options.*

## POWERFUL SUPPORT

*Elgin's sweepers are built for clean, backed for life. Throughout the life of the sweeper, we offer training to your team on proper use and maintenance. We have a world-wide network of experienced dealers with factory trained technicians and a local stock of OEM parts and accessories, to ensure total customer peace of mind.*

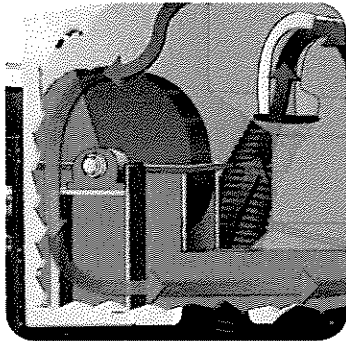
## UNMATCHED QUALITY

*The Whirlwind was introduced over 40 years ago and has been continuously improved. Manufactured in an ISO:9001 certified plant, Elgin's are quality inspected and functionally tested prior to shipment. Paint prior to assembly ensures uniform, durable coverage. Whirlwinds are proudly assembled in the U.S.A.*



# POWERFUL CLEANING SYSTEM

How well a street sweeper picks up material is determined by its overall design. The air conveyance, sweeping and dust suppression systems, as well as ease of sweeper maintenance must all work together to achieve maximum sweeping performance.



## HIGHLY EFFICIENT AIR CONVEYANCE SYSTEM

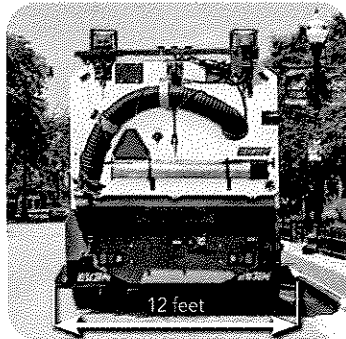
Efficient air flow, including a superior vacuum source and air routing path, is at the heart of the Whirlwind.

- High volume air flow at high velocity results in exceptional one-pass pickup while eliminating plugging that can occur in similar type sweepers.
- A nine-vane closed face turbine fan is powered by a turbo-charged diesel auxiliary engine for maximum airflow.

## HIGH PRODUCTIVITY SWEEP SYSTEM

The Whirlwind's versatile sweep path picks up debris close to the curb and across the widest expanse of road in its class.

- The sweep system includes one or two suction nozzles, trailing arm side brooms, and a centrally-mounted extension broom.
- You can choose 28 in (711 mm) or 36 in (914 mm) diameter trailing arm side brooms that can be operated individually or simultaneously for a sweep path of up to 144 in (3658 mm)\*.
- Simultaneous sweep is standard with the dual nozzle configuration. Choose between single or dual 32 in (813 mm) welded-steel suction nozzles that can be operated individually or simultaneously.
- The 11 in (279 mm) diameter suction hose accepts large debris. Quick disconnect allows an operator to inspect and clean the hose intake without raising the hopper.



## ECOINFUSED® SHAREDPOWER TECHNOLOGY

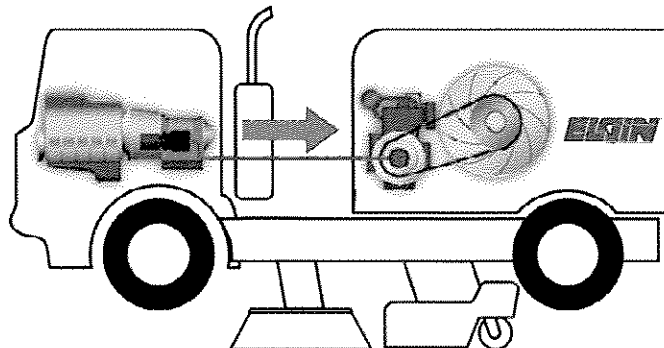
The Whirlwind's patented shared power system is a Tier 4F compliant solution that delivers proven performance, increased fuel efficiency, reduced emissions and lower noise levels at engine-rated speeds.

- The system was developed to share chassis power when using a 74 hp auxiliary engine to maintain outstanding sweep performance while providing a simple emission compliant solution that doesn't involve complex, higher maintenance, and expensive exhaust after treatment devices.
- Typically the chassis engine is underutilized while sweeping. EcoInfused SharedPower technology taps into that unused potential and allows power to be hydraulically transferred to, and shared with, the auxiliary engine.
- Power can also come from regenerative braking. Using a transmission mounted PTO, energy normally lost to vehicle momentum while sweeping on downhill grades or coasting can be reclaimed and immediately applied back into the sweeper system.



**EcoInfused**  
Technology  
**SharedPower**

To see an animation on how the SharedPower system works, scan the QR code or visit:  
[elginsweeper.com/Products/AirSweepers/Whirlwind](http://elginsweeper.com/Products/AirSweepers/Whirlwind)

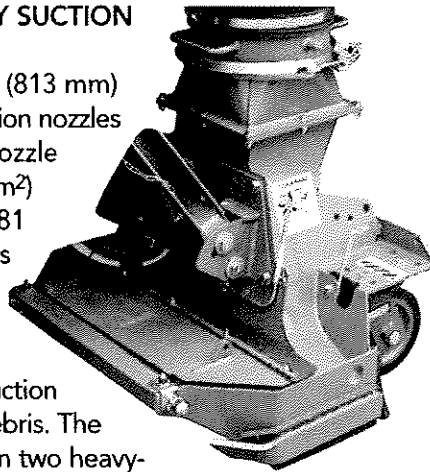


\*With 36 in side brooms

# THE ELGIN WHIRLWIND

## HIGH PRODUCTIVITY SUCTION NOZZLE(S)

A single or dual 32 in (813 mm) abrasion-resistant suction nozzles are available. Each nozzle covers 174 in<sup>2</sup> (1123 cm<sup>2</sup>) and extends 15 in (381 mm) beyond the tire's track for increased performance closer to the curb. The 11 in (279 mm) diameter suction hose accepts large debris. The suction nozzle rides on two heavy-duty pivoting caster wheels allowing it to track, staying in the path of the debris and following road contours. The suction nozzles are equipped with a front-mounted shutter that allows easy entry of larger/bulky objects and large quantities of leaves.

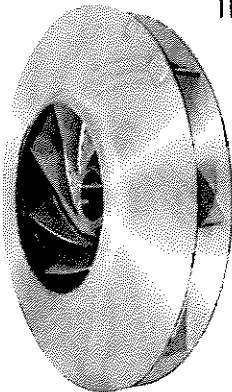


## HIGH-PERFORMANCE SWEEPER ENGINE

The heavy-duty John Deere 4045T diesel engine provides exceptional power and extended service life. Auto shut-down of engine functions comes standard. The latest EPA Tier 4F and CARB emission compliant packages are now standard.

## POWERFUL BLOWER

The high velocity, 9-vane blower generates the necessary airflow to convey the debris from the suction nozzle into the hopper and vacuum needed to overcome any restrictions such as rocks or bulky debris. More power means one-pass pickup, increasing operator productivity. The vanes are constructed of Hardox® brand steel for durability and maximum service life.



## HIGH CAPACITY/EFFICIENT LOADING

The 8 yd<sup>3</sup> (6 m<sup>3</sup>) capacity hopper provides extended sweeping time. Abrasion-resistant steel inlet deflector(s) direct debris flow to the center of the hopper for even, efficient material loading and maximum capacity utilization.

## COMPACT DESIGN

The sweeper mounts on conventional or cab-over chassis with short wheelbases, enabling a tight turn radius for better reach in cul-de-sac sweeping and greater maneuverability around corners. The standard auto-pickup in reverse allows for quick change of sweeping locations.

## UNIQUE TRAILING ARM SIDE BROOMS

The trailing arm design provides special 4-way action to closely follow road contours, provide inward safety for obstacles, and maintain a consistent broom angle even as the broom starts to wear. Digging pressure is adjustable in-cab.

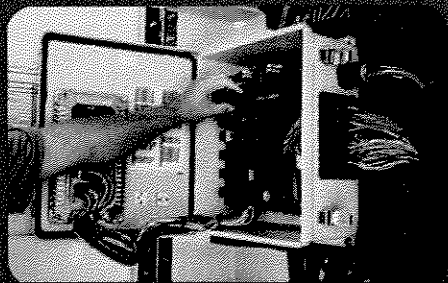
## EFFECTIVE WINDROW EXTENSION BROOM

The 54 in (1372 mm) hydraulically-driven extension broom operates at an 18 degree windrow angle, directing the debris into the path of the nozzle. The broom can pivot for left or right side sweeping and is pivoted by a heavy duty pneumatic cylinder.



## SIMPLE, EASY, ACCESS MAINTENANCE

The Whirlwind is designed so that systems are accessible and easy to service. Large access doors allow for quick inspection of the auxiliary engine, electrical, water and hydraulic systems without tilting the hopper. The engine oil and pneumatic pressure can be checked, hydraulic filter changed and the fan bearings greased. The hydraulic system with o-ring seal fittings is designed for long life and leak-free operation. Heavy-duty, waterproof electrical connectors and color-coded wires have stamped identification for quick location during trouble shooting.





# SUPERIOR VACUUM SWEEPER DESIGN

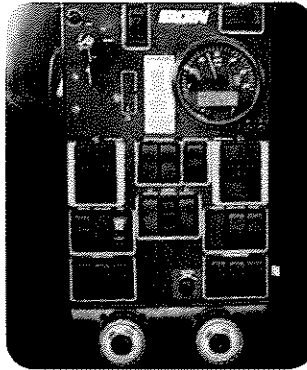
## COMPREHENSIVE WATER SYSTEM

Proper use of water is essential for dust suppression, sweeping performance and longevity of sweeper components. Up to 20 spray nozzles are located at the side brooms and inside the suction nozzles. The extension broom has 4 rubber mounted, quick-disconnect spray nozzles for easy cleaning and maintenance. The spray system is powered by two water pumps, one for each side of the sweeper. The pumps are controlled in-cab, with high/low settings to adjust for sweeping conditions. Two durable polyethylene water tanks provide 335 gal (1268 L) of water.



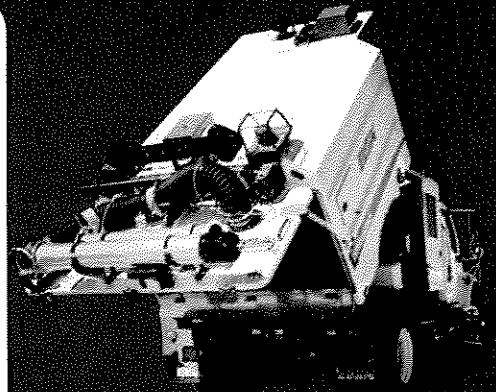
## ERGONOMIC CONTROLS

All sweep and water functions use rocker switches located on a centrally-mounted console for easy operation from either operator position. Air regulators provide positive side broom down pressure and separate switches control the deployment. Easy-to-read gauges provide quick assessment of all sweep and engine systems. Water level indicator is standard. A standard back-up camera and alarm enhance operator and sweeper safety.



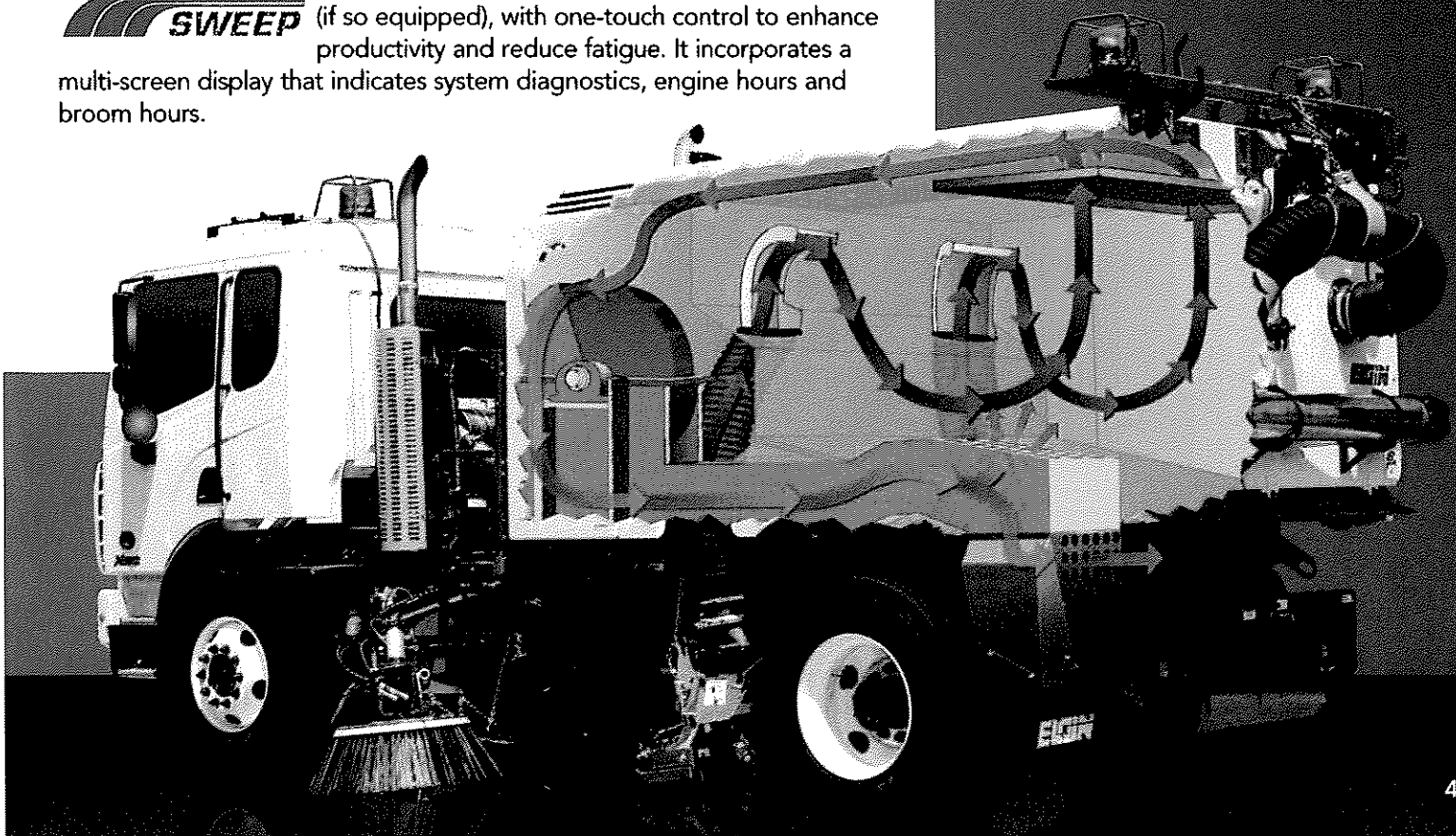
## MEMORY SWEEP

Elgin's Memory Sweep® system allows the operator to resume all previous sweep settings, even broom tilt (if so equipped), with one-touch control to enhance productivity and reduce fatigue. It incorporates a multi-screen display that indicates system diagnostics, engine hours and broom hours.

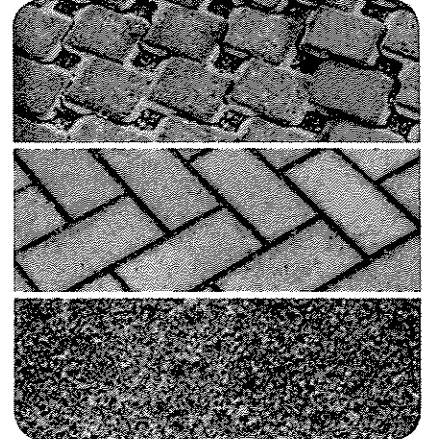
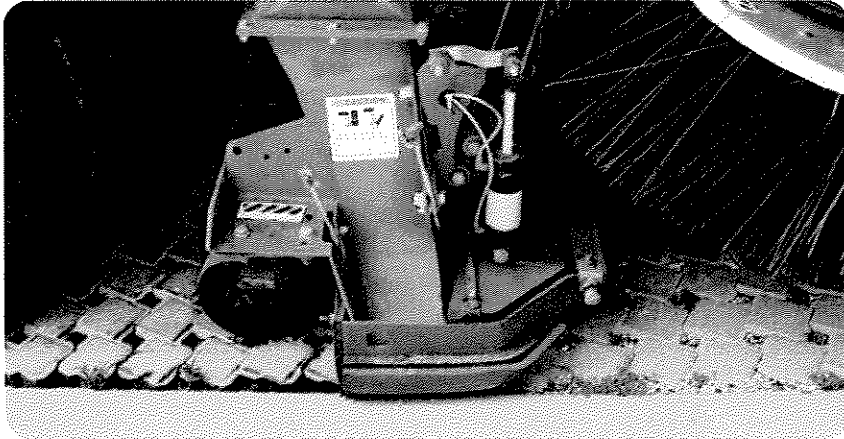


## QUICK COMPLETE DUMPING

The 8 cubic yard (6 cubic meter) hopper is constructed of 10 gauge steel walls, a 1/4 inch (6.35 mm) thick steel floor with easy drop-down screens for quick cleanup. A 50 degree tilt angle ensures efficient dumping. Hopper controls are safely accessible on the curb side of the sweeper and conveniently located in-cab for quick unloading of the hopper.



## APPLICATION-SPECIFIC CONFIGURATIONS



### PERMEABLE PAVEMENT CLEANING & RESTORATION

Installation of permeable pavement has increased in recent years as a best management practice (BMP) to deal with storm water runoff. These surfaces effectively reduce the amount of untreated water and accompanying pollutants directed into waterways. Both regenerative air sweepers and high-power pure vacuum sweepers can be used as part of a practical maintenance program for permeable pavement. However, for restoration when the surface is blocked and water is no longer able to infiltrate the ground, pure vacuum sweepers, such as the Whirlwind, work better due to highly concentrated vacuum levels which exceed that of a regenerative air sweeper. The Whirlwind's incredible vacuum is able to pull out embedded debris that plugs drainage paths. Most permeable pavement periodically requires this degree of vacuum to restore infiltration of clogged areas.



### CATCH BASIN CLEANING

Catch basins allow surface water runoff to enter the storm water conveyance system, while trapping solids and sediments that might otherwise end up polluting the receiving waters. Catch basin cleaning is an efficient and cost-effective method for preventing flooding as well as removing the sediment and pollutants before they can get into the waterways. A regular schedule of catch basin cleaning improves both aesthetics and local water quality.

A Whirlwind equipped with a heavy duty wandering hose becomes a versatile machine capable of street sweeping and catch basin cleaning.

- Multiple aluminum hose extensions can be added to the 4 ft long (1.2 m) catch basin nozzle for deep and thorough cleaning.
- Fingertip hydraulic controls on the handles easily adjust the height of the nozzle.
- The rear auxiliary engine throttle control improves operator productivity and adjustment of vacuum power.

The combination Elgin Whirlwind sweeper with wandering hose option provides a cost-effective tool to facilitate storm water management.

## OPTIONAL ENHANCEMENTS



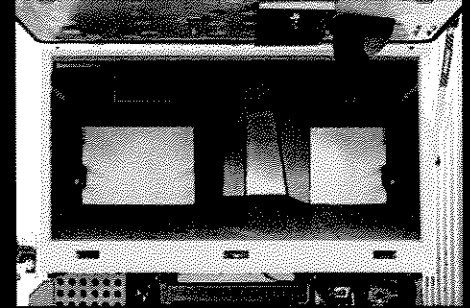
### WANDERING HOSE

The versatile, hydraulic-assist hose gets into hard-to-reach places and is effective in catch basin cleaning. It handles multiple tubes for especially deep catch basin cleaning.



### LIFELINE® HOPPER SYSTEM

The LifeLiner® hopper liner and finish system greatly improves the life, durability, and dumping functionality of a sweeper hopper. It is backed by a lifetime warranty.\*\*



### STAINLESS STEEL HOPPER SYSTEM

This complete hopper body is constructed entirely of 304 grade stainless steel to provide maximum service life, even in the most corrosive applications. It is backed by a lifetime warranty.\*\*

## ADDITIONAL OPTIONS:

- Variable broom speed
- Auto nozzle shutter
- Front spray bar
- Hopper inspection doors
- Rear flood light(s) LED
- Rotating beacon/strobe light LED
- Automatic lubrication system
- Hopper deluge
- Auxiliary hydraulic pump
- Additional water:  
140 gal (530 L), 280 gal (1060 L), 360 gal (1363 L)
- High/low pressure washdown
- In-cab side broom tilt
- Utility cover lifter
- PM-10 compliant
- 10 yd<sup>3</sup> (7.6 m<sup>3</sup>) hopper

## SPECIFICATIONS:

### SWEEP SYSTEM

High performance vacuum sweeper

### SWEEP PATH\*

One suction nozzle, one side broom, and extension broom: 95 in (2413 mm)

Dual suction nozzles, two sidebrooms and extension broom:  
144 in (3658 mm)

### NOZZLE

Single 32 in (813 mm) abrasion-resistant suction nozzle (dual nozzles available)

Pick-up area: 174 in<sup>2</sup> (1123 cm<sup>2</sup>)

Extension beyond tire track: 15 in (381 mm)

### AUXILIARY ENGINE

John Deere 4045T

Tier 4F low emission diesel

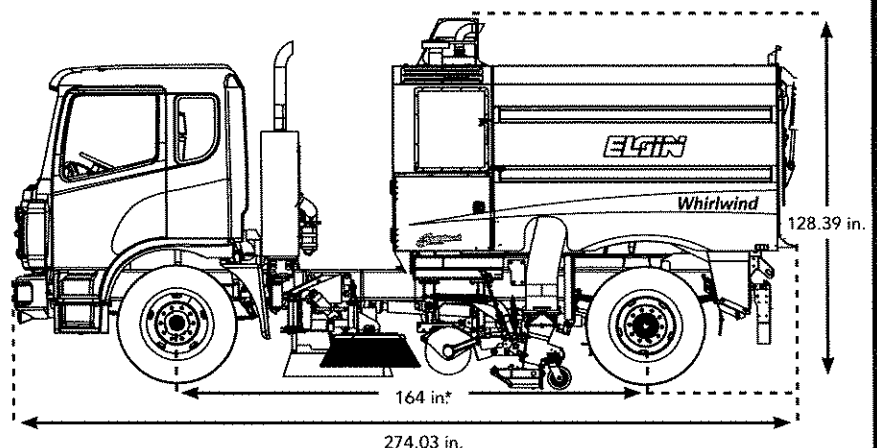
\*Tier 3 and Tier 2 for export only

### CHASSIS

Choice of conventional or cab-over chassis

### TRAVEL SPEED

Highway speeds



\*With 36 (914 mm) in side brooms \*\*Consult factory for warranty details

# ELGIN SWEEPER IS YOUR PARTNER...

## IN THE PLANNING

Instead of one-size-fits-all solutions, we'll work with you to select the sweeping technology that fits your specific needs.

## IN THE STREETS

We're here to help you maintain your Elgin and train your operators to ensure the job is done right.

## INTO THE FUTURE

Our dealers don't just sell you an Elgin; they're available to answer your questions and provide service for the life of the machine.



### WARRANTY

Elgin Sweeper Company backs the Whirlwind sweeper with a one-year limited warranty. The Whirlwind is warranted against defects in material or workmanship for a period of 12 months from the date of delivery to the original purchaser. Optional extended warranty packages are available. Consult your Elgin dealer for complete warranty details.

Your Local Elgin Dealer Is:



[elginsweeper.com](http://elginsweeper.com)

1300 W. Bartlett Road • Elgin, IL 60120 U.S.A.  
(847) 741-5370 Phone • (847) 742-3035 Fax

Specifications subject to change without notice. Some items shown may be optional. Elgin® Whirlwind®, Lifeline®, and Memory Sweep™ are registered trademarks of Federal Signal Corporation. Hardox® is a registered trademark of Hardox wear plate. Federal Signal Corporation is listed on the NYSE by the symbol FSS.  
©2017 Elgin Sweeper Company. U.S. Patent #9,010,467 B2 Effective 4/17 P/N 0705312-H





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

PRESENTED: AUG - 9 2023

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

### MDOT Performance Resolution

The Michigan Department of Transportation (MDOT) requires that municipalities, prior to issuance of an "Individual Permit for Use of State Highway Right of Way", and/or an "Annual Application and Permit for Miscellaneous Operations within State Highway Right of Way," that municipalities enact a performance resolution.

The City of Flint periodically applies to MDOT for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utilities or other facilities, or to conduct other activities, on, over, and under State Highway Right of Way at various locations within and adjacent to its corporate limits;

**IT IS RESOLVED** that, in consideration of the DEPARTMENT granting such PERMIT, the City agrees that:

1. Each party to this Resolution shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this Resolution, as provided by law. This Resolution is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
2. If any of the work performed for the City is performed by a contractor, the City shall require its contractor to hold harmless, indemnify and defend in litigation, the State of Michigan, MDOT and their agents and employee's, against any claims for damages to public or private property and for injuries to person arising out of the performance of the work, except for claims that result from the sole negligence or willful acts of MDOT, until the contractor achieves final acceptance of the City. Failure of the City to require its contractor to indemnify MDOT, as set forth above, shall be considered a breach of its duties to MDOT.
3. Any work performed for the City by a contractor or subcontractor will be solely as a contractor for the City and not as a contractor or agent of MDOT. MDOT shall not be subject to any obligations or liabilities by vendors and contractors of the City, or their subcontractors or any other person not a party to the PERMIT without MDOT's specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims by any contractor or subcontractor will be the sole responsibility of the City.
4. The City shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, MDOT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for

5. The City will, by its own volition and/or request by MDOT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the City's facilities according to a PERMIT issued by MDOT.
6. With respect to any activities authorized by a PERMIT, when the City requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, MDOT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for MDOT and all officers, agents, and employees thereof, pursuant to a maintenance contract.
7. The incorporation by MDOT of this Resolution as part of a PERMIT does not prevent MDOT from requiring additional performance security or insurance before issuance of a PERMIT.
8. This Resolution shall continue in force from this date until cancelled by the City or MDOT with no less than thirty (30) days prior written notice provided to the other party. It will not be cancelled or otherwise terminated by the City with regard to any PERMIT which has already been issued or activity which has already been undertaken.

2 of 2



## RESOLUTION STAFF REVIEW FORM

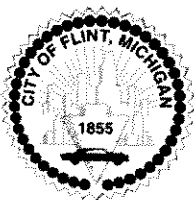
<b>AGENDA ITEM TITLE:</b>	MDOT Permits	<b>BID/PROPOSAL #:</b>					
<b>PREPARED BY: (NAME &amp; DEPARTMENT)</b>	Kathryn Neumann, Transportation	<b>DATE:</b>	7/20/23				
<b>VENDOR NAME:</b>	MDOT (Michigan Dept. of Transportation)						
<b>BACKGROUND/SUMMARY OF PROPOSED ACTION/FINANCIAL IMPLICATIONS:</b>							
<p>MDOT requires every municipality to enact a performance resolution that allows them to issue permits. The City of Flint periodically applies to MDOT for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utilities or other facilities, or to conduct other activities, on, over, and under State Highway Right of Way at various locations within and adjacent to its corporate limits.</p> <p>Whenever the City of Flint works on a trunkline, a permit must be requested from MDOT. An example is when streets are shut down for Back to the Bricks or for the Crim, an MDOT permit must be pulled.</p>							
<b>BUDGETED EXPENDITURE?</b>	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	<b>IF NO, PLEASE EXPLAIN:</b>	No money is required	
<b>PRE-ENCUMBERED?</b>	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	<b>REQUISITION NUMBER:</b>		
<b>IS A CONTRACT NEEDED?</b>	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	<b>LENGTH OF CONTRACT</b>		<b>YEARS</b>
<b>IF APPLICABLE, ESTIMATE AMOUNT BY BUDGET YEAR:</b>							
<b>OTHER IMPLICATIONS (I.E. COLLECTIVE BARGAINING)</b>							

### STAFF RECOMMENDS APPROVAL

**DEPARTMENT HEAD SIGNATURE:**

Rodney McGaha  
Rodney McGaha (Jul 21, 2023 10:16 EDT)  
 Rodney McGaha, Director of Transportation

230279



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

PRESENTED: AUG - 9 2023

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

**Resolution Requesting Solicitation of Proposals for Air Quality  
Monitoring in the City of Flint**

On June 20, 2023, the 7<sup>th</sup> Circuit Court upheld the operating permit issued allowing an asphalt plant to operate just outside the borders of the City of Flint;

The Flint City Council is gravely concerned that the operation of this asphalt plant may negatively impact the residents of Flint, particularly those on the north side of Flint who are closest to this asphalt plant and who may potentially be exposed to pollutants that may be emitted by the asphalt plant;

To ensure that the City and its residents are informed about the effects of the asphalt plant on their local air quality, the Flint City Council believes that additional testing and monitoring of the air quality is necessary.

**BE IT RESOLVED** that that the Flint City Council requests that City Administration do all things necessary to issue a Request for Proposal from firms able to provide air quality monitoring services on the north side of Flint.

**FOR THE CITY COUNCIL**

\_\_\_\_\_  
**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
William Y. Kim, City Attorney