

City of Flint, Michigan

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



Meeting Agenda - DRAFT

Monday, August 28, 2023

5:30 PM

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

APPOINTMENTS

230295 Appointment/Building Code Board of Appeals/Kurt Neiswender

Resolution resolving that the Flint City Council approves the appointment of Kurt Neiswender, of 1017 Kensington Ave, Flint, MI 48503, to the Building Code Board of Appeals, to fill the remainder of a three- year term ending March 1, 2026.

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.

230294 Appointment/Flint Housing Commission/Chelesia Brown

Resolution resolving that the Flint City Council approves the appointment of Chelesia Brown, of 2710 E Pierson Rd., Flint, MI 48506, to the Flint Housing Commission, to fill the remainder of the term ending on August 31, 2025.

RESOLUTIONS

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.]

230287 Amendment/FY2023-2024 Master Fee Schedule

Resolution resolving that the Biennial Master Fee Schedule, which includes Water and Wastewater Volumetric Rates and Service Charges be approved and implemented as outlined, and kept on file with the City Clerk, AND, resolving that the FY2024 Master Fee Schedule be modified to include additions and changes as outlined in the document, AND, resolving that the appropriate City Officials be and are hereby authorized to do all things necessary to amend, implement and collect the attached user fees upon adoption of this resolution.

230288 CO#1/McNaughton McKay Electric/Electrical Supplies

Resolution resolving that that the Division of Purchases and Supplies is authorized to issue additional purchase orders for the Water Service Center in the annual amount of \$12,000.00 for FY24, FY25 pending budget adoption, and FY26 pending budget adoption, for an overall annual grand total of \$356,000.00.

230290 Michigan Fence Company/8-Guage Black Chain Link Fence

Resolution resolving that the Proper City Officials are authorized to enter into a contract with Michigan Fence Company for fencing services, for a total not to exceed \$50,118.20, for FY24 (07/01/23 – 06/30/24).

230291 Grant Agreement/Flint Township/Multi-Jurisdictional Edward Byrne Memorial Justice Assistance Grant (JAG)/Department of Justice (DOJ)

Resolution resolving that the appropriate City officials are authorized to do all things necessary to enter into the Justice Assistance Grant (JAG) agreement by and between the City of Flint and Flint Township and the Department of Justice, accept the JAG award, amend the FY24 budget, appropriate award funding for revenue and expenditures in future fiscal years as long as the funds are available from the funder, and abide by the terms and conditions of the award from the State of Michigan, in the amount of \$93,064.00, to grant code FDOJ-JAG23.

230292 Consumers Energy Easement/Wireless Tower/G-4652 Beecher Road

Resolution resolving that the Flint City Council approves the Easement for Electric Facilities between the City of Flint and Consumers Energy Company. [NOTE: The Flint City Council, at a meeting held on April 11, 2022, approved Resolution No. 220143, entitled "RESOLUTION APPROVING LAND LEASE AGREEMENT WITH VERIZON WIRELESS FOR G-4652 BEECHER ROAD". Verizon Wireless requires electric service to the wireless tower that will be built, and Consumers Energy has agreed to provide electric service to the wireless tower to be built, but requires an Easement for Electric Facilities to do so.]

230293 Amendment/Genesee County Solid Waste Management Plan

Resolution resolving that the proposed Amendment to the Genesee County Solid Waste Management Plan is an acceptable amendment to the current Plan and is hereby approved.

RESOLUTIONS (May Be Referred from Special Affairs)

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.]

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.

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.]

230297 CO#3/Contract/Trio Paint/Facilities Maintenance General Contractor Services/City Council Chambers Renovations

Resolution resolving that the proper City Officials are authorized to enter into Change Order No. 3 to the contract with Trio Paint for City Council Chambers renovation work including flooring, painting, carpentry, asbestos abatement, general lavot, and other contractor services, for an additional amount NOT-TO-EXCEED \$40,000.00, and an aggregate total of \$778,838.00.

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

230295



RESOLUTION NO.: _____

PRESENTED: AUG 23 2023

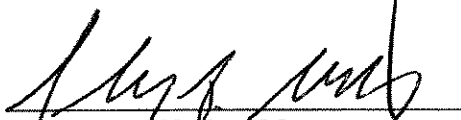
ADOPTED: _____

**RESOLUTION APPROVING APPOINTMENT OF KURT NEISWENDER
TO THE BUILDING CODE BOARD OF APPEALS**

Pursuant to Flint Code of Ordinances 24-121, Mayor Sheldon A. Neeley reappoints Kurt Neiswender, of 1017 Kensington Ave, Flint, MI 48503, to the Building Code Board of Appeals, to fill the remainder of a three-year term ending March 1, 2026.

BE IT RESOLVED that the Flint City Council approves the appointment of Kurt Neiswender, of 1017 Kensington Ave, Flint, MI 48503, to the Building Code Board of Appeals, to fill the remainder of a three-year term ending March 1, 2026.

FOR THE CITY OF FLINT:


Sheldon A. Neeley, Mayor

APPROVED BY CITY COUNCIL:

APPROVED AS TO FORM:


William Kim, City Attorney



www.urbancolab.design

kurt@urbancolab.design

+810-824-8414

1017 Kensington Ave
Flint, Michigan 48503

EDUCATION

- **Lawrence Technological University**
Masters of Urban Design (Distinction)
Completed in 2015
- **University of Southern California**
Bachelors of Architecture
Completed in 2003

FIRM FOCUS

- Affordable Housing
- Multifamily / Mixed-Use
- Sustainability
- Historic Preservation
- Urban Design

AWARDS

September 2018
Building Design + Construction
40 Under 40

June 2017
American Institute of Architects
National Young Architect Award

May 2015
American Institute of Architects
Michigan Young Architect Award



Kurt Neiswender, AIA

Urban Colab Architecture, L.L.C.

Owner, Principal

PROFILE

People first, profit second. We provide design services and products that are directly focused on low-to-no energy consumption. We also extend this focus to developing the site and landscape design that equally serves to reduce environmental impact. With the over 20 years of experience of our founder, we have a proven track record of creating residential and commercial projects that go beyond net-zero energy consumption with some actually producing excess energy.

RELEVANT PROJECTS

Orchard Grove Apartments | Affordable Housing 2025 (expected completion)

Part of a multi-building site development across Flint and Flint Township that includes 40 total units of Low-Income Historic Tax Credit (LIHTC) affordable housing with mixed-use commercial tenant space and community amenity permanent supportive housing amenities. This project is designed to exceed National Green Building Standards (NGBS) Silver Certification.

Orchard Manor Apartments | Affordable Housing 2025 (expected completion)

Part of a multi-building site development across Flint and Flint Township that includes 34 total units of Low-Income Historic Tax Credit (LIHTC) affordable housing with mixed-use commercial tenant space and community amenity permanent supportive housing amenities. This project is designed to exceed National Green Building Standards (NGBS) Net-Zero Ready Capability.

Grand Blanc Mixed-Use | Market Rate Mixed-Use 2025 (expected completion)

A market-rate mixed-use development in downtown Grand Blanc, Michigan that includes 21 rental apartments, and 3,000 SF for commercial restaurant. The project supports health, wellness, and place-making opportunities by activating street corners and promoting walkability and outdoor seating.

Flint Masonic Temple | Historic Renovation 2024 (expected completion)

A national, state, and local historic landmark, the Masonic Temple renovation and rehabilitation includes a commercial kitchen, dining area, mechanical and electrical upgrades, and the repurposing of existing assembly space into event spaces for concerts, conferences, and office use. The entire project scope is 48,000 SF of tenant space.

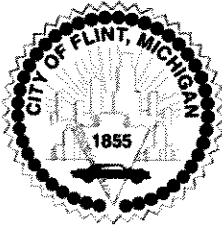
REFERENCES

Glenn Wilson, CEO
Communities First, Inc.

Phone: 810-422-5358
Email: gwilson@communitiesfirstinc.org

David Lurvey, President
Lurvey Construction

Phone: 810-391-2908
Email: dlurvey@dwlurvey.com



RESOLUTION NO.: 230251

PRESENTED: AUG - 9 2023

ADOPTED: _____

**RESOLUTION TO UTILIZE ARPA FUNDS TO RESPOND TO THE IMPACTS OF THE
PANDEMIC ON HOUSING FOR FLINT HOMEOWNERS – CONTRACT WITH COURT
STREET VILLAGE FOR HOME REPAIR**

The City of Flint is a duly created and validly existing political subdivision of the State of Michigan under the Constitution and laws of the state of Michigan, and;

On March 11, 2021, the President of the United States of America signed into law the “American Rescue Plan Act of 2021”, also known as House Resolution 1319, an Act approved by the Congress of the United States, and which authorized the Treasury of the United States to disburse certain funds to local governments, including the City of Flint, which could be used for specific and defined purposes, and;

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

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. Funding is to come from the following account:

Account Number	Account Name / Grant Code	Amount
287-721.100-801.000	FUSDT-CSLFRF	\$200,000

IT IS RESOLVED 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.

For the City:

Clyde D. Edwards
Clyde D. Edwards (Aug 3, 2023 16:03 EDT)

Clyde D. Edwards, City Administrator

For the City Council:

Approved as to Form:

William Kim
William Kim (Aug 3, 2023 13:58 EDT)
William Kim, City Attorney

Approved as to Finance:

Jane Mager
Jane Mager (Aug 3, 2023 14:02 EDT)
Jane Mager, acting Chief Financial Officer

RESOLUTION STAFF REVIEW

Date: August 3, 2023

Agenda Item Title:

RESOLUTION TO UTILIZE ARPA FUNDS TO RESPOND TO THE IMPACTS OF THE PANDEMIC ON HOUSING FOR FLINT HOMEOWNERS – CONTRACT WITH COURT STREET VILLAGE FOR HOME REPAIR

Prepared by:

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

Background/Summary of Proposed Action:

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

Through the utilization of a specific rubric and review/scoring process, 5 of the 12 applications as well as an additional recommendation for Disability Network for accessibility modifications totaling \$4,625,000 have been chosen by the Mayor for recommendation for funding. These selected organizations address community priorities, meet eligibility requirements, are backed by evidence of effectiveness, promote equitable outcomes, leverage other dollars, and are financially sustainable.

To be eligible for these grants, homeowners need to have been in their house for atleast one (1) year, be under 300% of the federal poverty level depending on their household size and be in good standing with the City of Flint (water bills and property taxes paid). Lower-income households will take priority over households with greater levels of income. Additionally, residents are encouraged to utilize the Michigan Homeowner Assistance Fund (MIHAF) to receive assistance with property taxes and water bills but they can also use ARPA funds (from the \$15,000 per household amount) to get into Good Standing.

Financial Implications:

American Rescue Plan Act funds must be obligated by 12/31/24 and fully expended by 12/31/26.

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

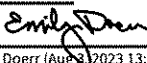
Project Type	Organization Name	Amount	Max per Household	Goal # Impacted
Roof replacement and Home repair grants to residents	Court St. Village	\$200,000	\$15,000	12

Pre-encumbered: Yes ___ No x

Requisition #: _____

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

Staff Recommendation: Staff recommends approval of this resolution.

APPROVAL 
Emily Doerr (Aug 3 2023 13:55 EDT)

Emily Doerr, Director, Planning and Development



230252

RESOLUTION NO.: _____

PRESENTED: AUG - 9 2023

ADOPTED: _____

**RESOLUTION TO UTILIZE ARPA FUNDS TO RESPOND TO THE IMPACTS OF THE
PANDEMIC ON HOUSING FOR FLINT HOMEOWNERS – CONTRACT WITH COURT
STREET VILLAGE FOR THE PAINT PROJECT**

The City of Flint is a duly created and validly existing political subdivision of the State of Michigan under the Constitution and laws of the state of Michigan, and;

On March 11, 2021, the President of the United States of America signed into law the “American Rescue Plan Act of 2021”, also known as House Resolution 1319, an Act approved by the Congress of the United States, and which authorized the Treasury of the United States to disburse certain funds to local governments, including the City of Flint, which could be used for specific and defined purposes, and;

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

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. Funding is to come from the following account:

Account Number	Account Name / Grant Code	Amount
287-721.150-801.000	FUSDT-CSLFRF	\$225,000

IT IS RESOLVED 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.

For the City:

CLYDE D EDWARDS

CLYDE D EDWARDS (Aug 3, 2023 16:02 EDT)

Clyde D. Edwards, City Administrator

For the City Council:

Approved as to Form:

William Kim
William Kim (Aug 3, 2023 13:57 EDT)

William Kim, City Attorney

Approved as to Finance:

Jane Mager
Jane Mager (Aug 3, 2023 14:02 EDT)

Jane Mager, acting Chief Financial Officer

RESOLUTION STAFF REVIEW

Date: August 2, 2023

Agenda Item Title:

RESOLUTION TO UTILIZE ARPA FUNDS TO RESPOND TO THE IMPACTS OF THE PANDEMIC ON HOUSING FOR FLINT HOMEOWNERS – CONTRACT WITH COURT STREET VILLAGE FOR THE PAINT PROJECT

Prepared by:

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

Background/Summary of Proposed Action:

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

Through the utilization of a specific rubric and review/scoring process, 5 of the 12 applications as well as an additional recommendation for Disability Network for accessibility modifications totaling \$4,625,000 have been chosen by the Mayor for recommendation for funding. These selected organizations address community priorities, meet eligibility requirements, are backed by evidence of effectiveness, promote equitable outcomes, leverage other dollars, and are financially sustainable.

To be eligible for these grants, homeowners need to have been in their house for at least one (1) year, be under 300% of the federal poverty level depending on their household size and be in good standing with the City of Flint (water bills and property taxes paid). Lower-income households will take priority over households with greater levels of income. Additionally, residents are encouraged to utilize the Michigan Homeowner Assistance Fund (MIHAF) to receive assistance with property taxes and water bills but they can also use ARPA funds (from the \$15,000 per household amount) to get into Good Standing.

Financial Implications:

American Rescue Plan Act funds must be obligated by 12/31/24 and fully expended by 12/31/26.

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

Project Type	Organization Name	Amount	Max per Household	Goal # Impacted
External Paint Project	Court St. Village	\$225,000	\$15,000	13

Pre-encumbered: Yes ___ No x

Requisition #: _____

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

Staff Recommendation: Staff recommends approval of this resolution.

APPROVAL 
Emily Doerr (Aug 2, 2023 13:53 EDT)

Emily Doerr, Director, Planning and Development



230287

RESOLUTION NO.: _____
PRESENTED: AUG 23 2023
ADOPTED: _____

RESOLUTION TO AMEND THE 2023-2024 MASTER FEE SCHEDULE

BY THE MAYOR AND CITY COUNCIL:

Pursuant to the Home Rule Cities Act, *MCL 117 et seq*, a local unit of government may defray the cost of services by collection of user fees; and

User fees are charged for services that benefit the individual or entity charged, and avoid municipal subsidization of services not provided to the general public; and

It is the desire of the City of Flint to amend the 2023-2024 Master Fee Schedule as adopted by Flint City Council on May 22, 2023, pertaining to the charges assessed by the Water Service Center to reflect the cost of services in fiscal year 2024.


IT IS RESOLVED that the Biennial Master Fee Schedule, which includes Water and Wastewater Volumetric Rates and Service Charges, attached hereto and made a part hereof, be approved and implemented as outlined, and kept on file with the City Clerk.

IT IS FURTHER RESOLVED that the FY2024 Master Fee Schedule be modified to include the additions and changes as outlined in the attached document (Attachment A); and

BE IT FURTHER RESOLVED that the appropriate City Officials be and are hereby authorized to do all things necessary to amend, implement, and collect the attached user fees upon adoption of this resolution.

APPROVED AS TO FORM:

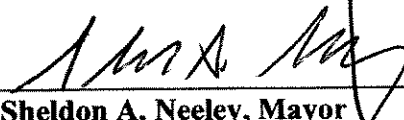
APPROVED AS TO FINANCE:


William Kim (Aug 14, 2023 16:04 EDT)

William Kim, City Attorney


Jane Mager (Aug 14, 2023 15:46 EDT)

Jane Mager, Acting Chief Financial Officer


Sheldon A. Neeley, Mayor

CITY COUNCIL:



CITY OF FLINT

STAFF REVIEW FORM

TODAY'S DATE: 8/14/23

PREPARED BY: Vickie Foster, Dept. of Finance

AGENDA ITEM TITLE: Amendment of the 2023-2024 Master Fee Schedule (Water Service Center)

BACKGROUND/SUMMARY OF PROPOSED ACTION:

Due to the recent rising operational costs of materials, wages, and equipment, the Water Service Center administration conducted a comprehensive review of the current rate schedule as adopted by Flint City Council on May 22, 2023 (reso #230152).

As a result of this study, the WSC is requesting to amend the FYE2024 Master Fee Schedule as outlined in "Attachment A".

Failure to amend the 2024 Master Fee Schedule could result in a budget deficit for the current fiscal year.

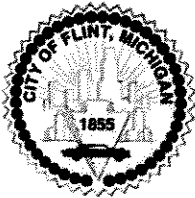
STAFF RECOMMENDATION: (PLEASE SELECT): ☒ **APPROVED** ☐ **NOT APPROVED**

DEPARTMENTAL RECOMMENDATION: Paul Simpson
Paul Simpson (Aug 14, 2023 15:23 EDT)
Paul Simpson, Water Distribution Supervisor

TREASURY RECOMMENDATION: Amanda Trujillo
Amanda Trujillo (Aug 14, 2023 15:39 EDT)
Amanda Trujillo, Treasurer

Division	Service Name / Fee Type	FY24 Amendment Request	Requested Change
WATER SERVICE CENTER			
n/a	Meter Inspection (Requested by Customer)	\$ 75.00	Adding "Requested by Customer"
n/a	Meter Test Requested by Customer	\$ 225.00	Increasing from \$150
NEW	See Why Low Pressure/No Water (no charge if caused by COF Water Dept.)	\$ 75.00	New Fee
n/a	Transponder	Cost of Transponder + \$75.00	Increasing from \$50
NEW	Adding "6" Enduro 2800"	Cost of Meter + \$250.00	New Fee that includes the 6"
n/a	1" - 5/8" Line Reduction (meter reduction)	\$ 102.00	New Fee
n/a	1.5" - 5/8" Line Reduction (meter reduction)	\$ 320.00	Increase from \$150
n/a	Water Service Turn On or Off: Regular: Shop	\$ 75.00	Increasing from \$65
n/a	Frozen Meter Charge	Cost of Meter + \$75.00	Increasing from \$50
n/a	Hydrant Meter Charge 5/8" (deposit \$779)	Deposit + \$75 install fee + \$50 monthly service charge + \$75 removal fee + Cost of Water.	Increasing the Install Fee from \$50 and increasing the Removal Fee from \$50. The \$50 monthly service charge remains the same.
n/a	Hydrant Meter Charge 1" (deposit \$1,050)		
n/a	Hydrant Meter Charge 3" (deposit \$2,323)		
n/a	No Show Appointment	\$ 75.00	Increasing from \$50
n/a	Seasonal Meter Installation or Removal	\$ 75.00	Increasing from \$50
NEW	Riso Repair 1.0" (deposit will be applied to T&M)	\$150 minimum deposit plus T&M	New Fee
n/a	Risor Repair 1.5" (deposit will be applied to T&M)	\$150 minimum deposit plus T&M	Increasing deposit to include "minimum"
n/a	Risor Repair 2.0" (deposit will be applied to T&M)	\$150 minimum deposit plus T&M	Increasing deposit to include "minimum"
n/a	Risor with Check & Waste Repair 3/4" Water	\$ 222.00	Removing Fee from Schedule
NEW	Risor Repair 3/4" Water (deposit will be applied to T&M)	\$150 minimum deposit plus T&M	New Fee
n/a	Annual Fire Line 2" line or smaller	\$ 250.00	REMOVING (switching to monthly fee-see below)
NEW	Monthly Fire Line 2" line or smaller	\$ 25.00 per month	New Fee - replaces Annual Fee
n/a	Annual Fire Line 3" line or larger	\$ 600.00	REMOVING (switching to monthly fee-see below)
NEW	Monthly Fire Line 3" line or larger	\$ 50.00	New Fee - Monthly replaces Annual Fee
n/a	Make sure off found on-turned off & stuffed curb box	\$ 100.00	Increasing from \$75 (also removed language "meter room")
NEW	Turn on after Dig Up	\$ Equipment + T&M	New Fee

230188



PROPOSALS
B23000023 & B23000028

BY THE CITY ADMINISTRATOR:

RESOLUTION NO.: _____

PRESENTED: AUG 23 2023

ADOPTED: _____

**RESOLUTION TO MCNAUGHTON MCKAY ELECTRIC FOR THE PURCHASE OF
ELECTRICAL SUPPLIES- CHANGE ORDER #1**

WHEREAS, The Division of Purchases and Supplies solicited bids for 3 years for electrical and lighting supplies and Square D and Allen Bradley supplies. McNaughton McKay was the sole qualified responsive bidder.

WHEREAS, on July 10, 2023, City Council adopted Resolution #230188 authorizing the issuance of purchase orders for multiple city departments in an annual total not-to-exceed \$343,000.00 for each of the three fiscal years (FY24, FY25 and FY26).


WHEREAS, The City of Flint Water Service Center is requesting a purchase order be issued to the above vendor as the Water and Sewer Departments were not included in the original request for electrical supplies.

WHEREAS, The City of Flint Water Service Center is requesting the amount of \$12,000.00 for electric supplies for each year for FY24, FY25, and FY26. Funding for said purchase will come from the following accounts:

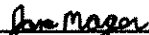
591-540.202-752.000	Supplies	\$6,000.00
590-540.208-752.000	Supplies	\$6,000.00

IT IS RESOLVED, that the Division of Purchases and Supplies, upon City Council's approval, is hereby authorized to issue additional purchase orders for the Water Service Center in the annual amount of \$12,000.00 for FY24, FY25 pending budget adoption, and FY26 pending budget adoption, for an overall annual grand total of \$356,000.00.

APPROVED AS TO FORM:


William Kim (Aug 15, 2023 14:41 EDT)
William Kim, City Attorney

APPROVED AS TO FINANCE:


Jane Mager (Aug 15, 2023 13:49 EDT)
Jane Mager, Acting Chief Financial Officer


FOR THE CITY OF FLINT:

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

City Council President

APPROVED AS TO PURCHASING:


Lauren Rowley, Purchasing Manager



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 8/4/23.

BID/PROPOSAL#

AGENDA ITEM TITLE: Electrical Supplies

PREPARED BY: Cheri Priest, WSC Administrative Manager

VENDOR NAME: McNaughton-McKay

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The WSC requests a purchase order be issued for electrical supplies for the WSC stockroom and the continuing parking lot lighting project.

FINANCIAL IMPLICATIONS: None

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

Dept.	Name of Account	Account Number	Grant Code	Amount
2493	Supplies	591-540.202-752.000	N/A	6,000.00
2496	Supplies	590-540.208-752.000	N/A	6,000.00
		FY24 GRAND TOTAL		12,000.00

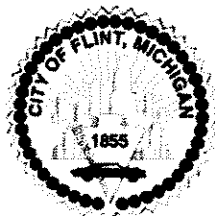
PRE-ENCUMBERED? YES ☒ NO ☐ REQUISITION NO: 24-00007633

ACCOUNTING APPROVAL: Cheri Priest Date: 08/14/2023
Cheri Priest, Aug 14, 2023 08:58 EDT

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☒

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

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



PROPOSALS
B23000023 & B23000028

BY THE CITY ADMINISTRATOR:

230188

RESOLUTION NO.: _____
PRESENTED: JUL - 5 2023
ADOPTED: JUL 10 2023

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

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

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

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

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

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

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

APPROVED AS TO FORM:


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

William Kim, City Attorney

FOR THE CITY OF FLINT:


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

Clyde Edwards, City Administrator

APPROVED AS TO FINANCE:


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

Jane Mager, Acting Chief Financial Officer

APPROVED BY CITY COUNCIL:



APPROVED AS TO PURCHASING:



Christopher Mumby, Interim Purchasing Manager

230290



RESOLUTION NO.: _____

PRESENTED: AUG 23 2023

ADOPTED: _____

Proposal #23000542

BY THE CITY ADMINISTRATOR:

RESOLUTION TO MICHIGAN FENCE COMPANY FOR AN 8-GAUGE BLACK CHAIN LINK FENCE FOR THE POLICE DEPARTMENT

The Division of Purchases and Supplies solicited proposals for fencing to secure the parking lots surrounding employee and department vehicle parking for the City of Flint Police Department and the Water Service Center. Three sealed proposals were received and:

The Police Department has recommended, that the lowest bidder Michigan Fence Company, 3059 W. Hill Road, Flint, MI be awarded the contract for these said services:

The Police Department is requesting a contract with Michigan Fence Company for \$50,118.20, in an FY24 amount not to exceed \$50,118.20. The bid was for \$45,562.00 and would like to include a ten percent contingency of \$4,556.20 for unforeseen circumstances.

Account Number	Account Name	Amount
287-305.701-976.000	ARPA – Building Additions & Improve	\$50,118.20

IT IS RESOLVED, that the Proper City Officials, upon City Council's approval, are hereby authorized to enter into a contract with Michigan Fence Company for fencing services, for a total not to exceed \$50,118.20, for FY24 (07/01/23 – 06/30/24).

APPROVED AS TO FORM:

William Kim
William Kim (Jul 19, 2023 09:25 EDT)

William Kim, City Attorney

APPROVED AS TO FINANCE:

Jane Mager
Jane Mager (Jul 20, 2023 09:33 EDT)

Jane Mager, Acting Chief Financial Officer

FOR THE CITY OF FLINT:

Clyde D. Edwards
Clyde D. Edwards (Jul 20, 2023 18:19 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:

Christopher Mumby

Christopher Mumby, Interim Purchasing Manager



CITY OF FLINT

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐

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

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

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: 
Terence Green [Jul 19, 2023 08:28 EDT]

(PLEASE TYPE NAME, TITLE)



FLINT POLICE DEPARTMENT

City of Flint, Michigan



Sheldon Neeley
Mayor

Terence Green
Chief of Police

July 13, 2023

TO: Jarin McGee, Chief Buyer

From: Tyrone Booth, Flint Police Department

Subject: BID AWARD P23000542

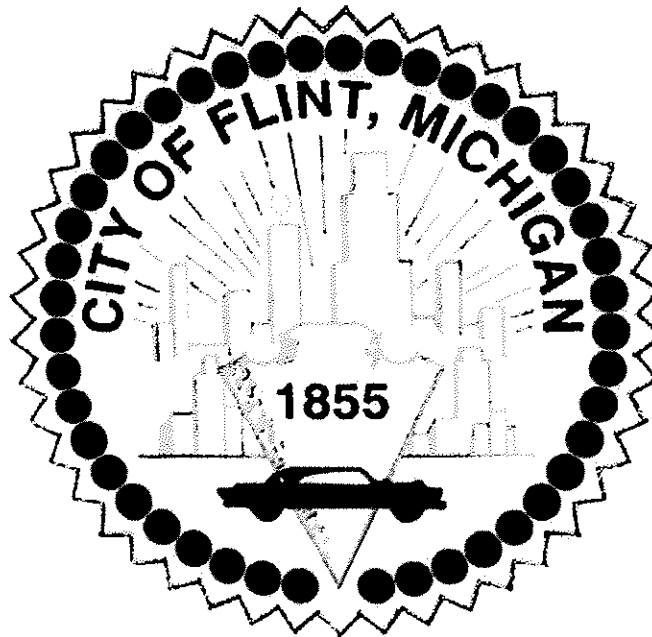
The Flint Police Department solicited proposals for fencing to secure the parking lots surrounding employee and department vehicle parking. (5) sealed proposals were received.

Upon review and consideration of these proposals. Our agency recommends that Michigan Fence Company be awarded the project as they provide the proposal that best suits the needs of the Police Department.

Detective Tyrone Booth

Flint Police Department
Detective Tyrone Booth
210 E. Fifth Street - Flint, Michigan 48502
(810) 237-6924 tbooth@cityofflint.com

**FINANCE DEPARTMENT
DIVISION OF PURCHASES & SUPPLIES**



Sheldon A. Neeley, Mayor

PROPOSAL #23000542

FENCING FOR CITY HALL AND WATER SERVICE CENTER - REBID

Date Posted: 6/5/23

Submitted By:

Michigan Fence Company, Inc.
3059 West Hill Road
Flint, Michigan 48507
Telephone: (810) 235-4581
Fax: (810) 235-9348

PROPOSAL NO. 23000542**CITY OF FLINT****FINANCE DEPARTMENT****DIVISION OF PURCHASES AND SUPPLIES**

City Hall, 1101 S. Saginaw Street, Room #203 – Flint, Michigan 48502
(810) 766-7340 www.cityofflint.com



Sheldon Neeley
Mayor

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

THE CITY OF FLINT
FINANCE DEPARTMENT – DIVISION OF PURCHASES AND SUPPLIES
1101 S. SAGINAW ST., ROOM 203, 2nd FLOOR
FLINT, MI 48502

PROPOSAL # 23000542**SCOPE OF WORK:**

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

FENCING FOR CITY HALL AND WATER SERVICE CENTER - REBID

Per the attached additional requirements.

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

Submit to City:

- 1 original, printed, signed, original proposals and signed addenda
- 2 additional copies unbound
- 1 electronic copy

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

1. The mail in **HARD COPY** with the original signature (signed documents) must be received by **Thursday, June 15, 2023 by 2:30 P.M. (EST)**, City of Flint, Finance Department - Division of Purchases and Supplies, 1101 S. Saginaw St., Room 203, Flint, MI, 48502. Bids must be in a sealed envelope clearly identifying the proposal name and proposal number.
2. **Electronic Copy**, please email to **PurchasingBids@cityofflint.com** by **Thursday, June 15, 2023 by 2:30 P.M. (EST)**. Please note that in the subject line of the email, type in the proposal name and number.
3. Faxed bids are not accepted.
4. Both mail in proposal and electronic submittal must be received by due date and time.

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

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

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

Jarin McGee
810-766-7340
jamcgee@cityofflint.com

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

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

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

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

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

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

Link to City of Flint open solicitations:

[MITN Purchasing Group](#) (branded page link)

Any written questions regarding this project shall be directed to Jarin McGee, Chief Buyer at jamcgee@cityofflint.com using the subject title of "RFP #23-542 – FENCING FOR CITY HALL AND WATER SERVICE CENTER - REBID." Questions must be submitted by Monday, June 12, 2023 before 10:00 A.M. (EST). Please see attached form for Question submittal form.

Bid Opening Due Date – Thursday, June 15, 2023 at 2:30 P.M.

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

Bid Opening - Fencing for WSC/ City Hall REBID

Thursday, June 15 · 2:30 – 3:00pm

Time zone: America/New York

Google Meet joining info

Video call link: <https://meet.google.com/der-mzju-ohh>

Or dial: (US) +1 650-817-8436 PIN: 898 162 949#

More phone numbers: <https://tel.meet/der-mzju-ohh?pin=5259262737831>

IN PERSON

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

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

Sincerely,



Jarin McGee

Chief Buyer

INSTRUCTIONS TO VENDORS

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

with the proposal will become the property of the City of Flint.

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

recommend the next lowest responsive and responsible Bidder.

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

any contractual relationship between the City and any Subcontractor or Sub-subcontractor.

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

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

conditions, performance bond, labor and material payment bond, insurance certificates, technical specifications, and drawings, together with this agreement, form the contract, and they are as fully a part of the contract as if attached hereto or repeated herein.

- 30) **DISCLAIMER OF CONTRACTUAL RELATIONSHIP WITH SUBCONTRACTORS:** Nothing contained in the Contract Documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.
- 31) **EFFECTIVE DATE:** Any agreement between the City and the Bidder shall be effective upon the date that it is executed by all parties hereto.
- 32) **FORCE MAJEURE:** Neither party shall be responsible for damages or delays caused by Force Majeure nor other events beyond the control of the other party and which could not reasonably have anticipated the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, and acts of God. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the services may continue.
- 33) **INDEMNIFICATION:** To the fullest extent permitted by law, Bidder agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Flint, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Flint, including the Project Manager, against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Flint, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Flint, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which may arise as a result of Bidder's acts, omissions, faults, and negligence or that of any of his employees, agents, and representatives in connection with the performance of this contract. Should the Bidder fail to indemnify the City in the above-mentioned circumstances, the City may exercise its option to deduct the cost that it incurs from the contract price forthwith.

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

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

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

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

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

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

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

Time of delivery may be a consideration in the award.

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

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

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

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

PROPOSAL NO.23000542
FENCING FOR CITY HALL AND WATER SERVICE CENTER - REBID

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

Purchasing Checklist:

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

❖ EXHIBIT A - SUBMITTAL WITH DETAILED SUMMARY OF PRICING

PROPOSAL NO. 23000542
FENCING FOR CITY HALL AND WATER SERVICE CENTER - REBID

WATER SERVICE CENTER 3310 E. COURT ST, FLINT, MI 48506

Entrance Gate: Furnish and install approximately 28 feet of 72" high 9-gauge commercial chain link fence with 3-strands of barbwire using 3" SS40 terminal posts, 2-1/2" SS20 line posts, 1 - 5/8" SS20 top rail and 7-gauge bottom tension wire. Install one (1) 28' x 72" high cantilever gate on 4" Sch40 roller posts with nylon rollers. Install one (1) commercial gate operator with heater, safety edge, loop detectors and one (1) keypad at entry. Supply forty (40) key fob remotes and program to all gates with commercial access control receiver. All posts to be set in 42" deep concrete footings.

Labor & Material\$29,864.00

Rear Double Drive Gate: Furnish and install two (2) commercial gate operators with heater, safety edge, loop detectors and one (1) keypad. Adjust and install new guide rollers for gate.

Labor & Material\$22,168.00

South Maintenance Gate: Furnish and install one (1) 30' x 72" high cantilever gate on 4" Sch40 roller posts with nylon rollers. Install one (1) commercial gate operator with heater, safety edge and one (1) keypad.

Labor & Material\$19,342.00**TOTAL**\$71,374.00**FLINT CITY HALL 1101 S. SAGINAW ST, FLINT, MI, 48502**

Parking Lot: Furnish and install approximately 734 feet of 72" high 9-gauge commercial chain link fence using 3" SS40 terminal posts, 2-1/2" SS20 line posts, 1-5/8" SS20 top rail and 7-gauge bottom tension wire. Install one (1) 48" wide walk gate with a keyless mechanical lock with box hinges, one (1) 15' x 72" high cantilever gate and one (1) 39' x 72" high cantilever gate on 4" Sch40 roller posts. All posts to be set in 42" deep concrete footings. The fence will be off of Stevens St on the South end of City Hall.

Labor & Material\$37,946.00**Labor & Material – 8-Gauge Black Chain Link**\$45,562.00**TOTAL**TBD – Per Material Choice

Please attach any additional pricing sheet/proposals as needed.



MICHIGAN FENCE COMPANY, INC.

G-3059 West Hill Rd.
Flint, MI 48507

Phone: (810) 235-4581
Fax: (810) 235-9348

April 28, 2023 - Revised

City of Flint
1101 S Saginaw Street
Flint, Michigan 48502

RE: Water Service Center, 3310 E Court St, Flint, MI
Chain Link Fence, Gates & Operators

Dear Jiggy Mitchell,

We appreciate the opportunity to present this proposal for your fence requirements. The following is a brief description of the materials to be supplied by Michigan Fence Company, Inc.

Entrance Gate: Furnish and install approximately 28 feet of 72" high 9-gauge commercial chain link fence with 3-strands of barbwire using 3" SS40 terminal posts, 2-1/2" SS20 line posts, 1-5/8" SS20 top rail and 7-gauge bottom tension wire. Install one (1) 28' x 72" high cantilever gate on 4" Sch40 roller posts with nylon rollers. Install one (1) LiftMaster ISHL24UL commercial gate operator with heater, safety edge, loop detectors and one (1) keypad at entry. Supply forty (75) key fob remotes and program to all gates with commercial access control receiver. All posts to be set in 42" deep concrete footings.

Labor & Material

\$29,864.00

Rear Double Drive Gate: Furnish and install two (2) LiftMaster ISHL24UL commercial gate operator with heater, safety edge, loop detectors and one (1) keypad. Adjust and install new guide rollers for gate.

Labor & Material

\$22,168.00

South Maintenance Gate: Furnish and install one (1) 30' x 72" high cantilever gate on 4" Sch40 roller posts with nylon rollers. Install one (1) LiftMaster ISHL24UL commercial gate operator with heater, safety edge and one (1) keypad.

Labor & Material

\$19,342.00

*** Please note that key fobs for all gates are included in Entrance Gate price.

To accept this proposal, please sign, date and return by fax or mail.

Signed by _____ Date _____



Pride In Fencing Since 1955



Due to the changes happening within the current steel market, prices are subject to change according to the market.

Electrical service to operator and conduit to the keypad or gooseneck stand is not included in this estimate and is provided by others.

The price quoted above is only for the listed material and footages and any changes will result in a change in price.

PLEASE NOTE THAT THE PROPERTY OWNER IS RESPONSIBLE TO MARK ALL PROPERTY LINES AND TO OBTAIN ANY AND ALL PERMITS NECESSARY.

Installer shall call Miss-Dig for location of underground utilities; however, the customer is responsible for the location and marking of all other buried cables and/or any underground obstructions not designed by Miss-Dig. Some of these cables and/or obstructions may be, but are not limited to, cable TV lines, underground sprinkler lines, swimming pool electrical and water lines, and electrical, gas, or telephone lines.

Again, we appreciate this opportunity to present you with this proposal. We look forward to hearing from you.

Sincerely,

Jason Stefanik



MICHIGAN FENCE COMPANY, INC.

G-3059 West Hill Rd.
Flint, MI 48507

Phone: (810) 235-4581
Fax: (810) 235-9348

March 17, 2023 - Revised

City of Flint
1101 S. Saginaw Street
Flint, Michigan 48503

RE: Chain Link Fence & Gate Repairs

Dear Lee Osborn,

We appreciate the opportunity to present this proposal for your fence requirements. The following is a brief description of the materials to be supplied by Michigan Fence Company, Inc.

Parking Lot: Furnish and install approximately 734 feet of 72" high 9-gauge commercial chain link fence using 3" SS40 terminal posts, 2-1/2" SS20 line posts, 1-5/8" SS20 top rail and 7-gauge bottom tension wire. Install one (1) 48" wide walk gate with a keyless mechanical lock with box hinges, one (1) 15' x 72" high cantilever gate and one (1) 39' x 72" high cantilever gate on 4" Sch40 roller posts. All posts to be set in 42" deep concrete footings.

Labor & Material	\$37,946.00
Labor & Material – 8-gauge black chain link	\$45,562.00

To accept this proposal, please sign, date and return by fax or mail.

Signed by _____ Date _____

Due to the changes happening within the current steel market, prices are subject to change according to the market.

The price quoted above is only for the listed material and footages and any changes will result in a change in price. **PLEASE NOTE THAT THE PROPERTY OWNER IS RESPONSIBLE TO MARK ALL PROPOSERTY LINES AND TO OBTAIN ANY AND ALL PERMITS NECESSARY.** *Installer shall call Miss-Dig for location of underground utilities; however, the customer is responsible for the location and marking of all other buried cables and/or any underground obstructions not designed by Miss-Dig. Some of these cables and/or obstructions may be, but are not limited to, cable TV lines, underground sprinkler lines, swimming pool electrical and water lines, and electrical, gas, or telephone lines.*

Once again, we appreciate this opportunity to present you with this proposal. We look forward to hearing from you.

Sincerely,

Jason Stefanik



Pride In Fencing Since 1955



EXHIBIT B - QUALIFICATIONS AND LICENSES REQUIREMENTS

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

Michigan Fence Company (MFC) has been in business since 1955 and has been locally owned and operated by the same family since the beginning. MFC installs chain link fence, ornamental aluminum fence, vinyl fence and wood fence. MFC also installs gates and operators.

Please list Licenses:

Fence installation does not require a license to install/operate. We abide by all ordinances/regulations for each project that we install.

How long have you been in business?

Michigan Fence Company (MFC) has been in business since 1955 and has been locally owned and operated by the same family since the beginning.

Have you done business with the City of Flint?

MFC has been doing business with the City of Flint for over 25 years.

If yes, please state the project name.

MFC has worked with the City of Flint on many projects over the years including but not limited to installing electric gate operators, ornamental aluminum fence, Water Service Center gate & fence, DPW fence. MFC has performed numerous repairs to all City fences throughout the years.

❖ EXHIBIT C – DISCLOSURE OF SUPPLIER RESPONSIBILITY STATEMENT

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

N/A

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

N/A

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

N/A

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

N/A

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

N/A

6. List any contracts not completed on time.

N/A

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

N/A

❖ **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: Consumers Energy Service

Contact Person: _____ Title: _____

Address: One Energy Plaza

City: Jackson State: MI Zip: 49201

Telephone: 517-788-1001 Fax: _____

Email: supplychain@cmsenergy.com

Type of Project: maintain a 5-year Statewide contract for the past 25+ years for all services for fence, gates and operators.

Project Timeline (Dates): Ongoing Budget: _____

Reference #2:

Company/Municipality: Lurvey Construction

Contact Person: David Lurvey Title: President & CEO

Address: 601 S. Grand Traverse Street

City: Flint State: MI Zip: 48502

Telephone: 810-391-2908 Fax: 810-391-2986

Email: dlurvey@dwlurvey.com

Type of Project: numerous projects over the past 15+ years including Berkley Place Apts, Genesee Health Systems, Georgia Manor and current contract for The Grand on University

Project Timeline (Dates): Ongoing Budget: _____

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

Reference #3:Company/Municipality: Mundy TownshipContact Person: Tonya Ketzler Title: SupervisorAddress: 3478 Mundy AvenueCity: Swartz Creek State: MI Zip: 48473Telephone: 810-655-4631 Fax: 810-655-6621Email: tonya.ketzler@mundytwp-mi.govType of Project: Chain link fence, gates and install park benches, picnic tables and trash receptaclesProject Timeline (Dates): Ongoing Budget: _____

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

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

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

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

Minimum Limits:

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

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

Minimum Limits:

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

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

❖ EXHIBIT E – CERTIFICATE OF INSURANCE (CONTINUES)**Minimum Limits:**

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

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

Minimum Limits:

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

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

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

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

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

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

THE BID NUMBER IS TO APPEAR ON ALL INSURANCE CERTIFICATES



MICH28

OP ID: KR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/13/2023

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

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

PRODUCER Oakland Insurance Agency 8055 Ortonville Rd Clarkston, MI 48348 Brian Furmanlak	248-647-2500	CONTACT NAME: PHONE (A/C, No, Ext): 248-647-2500 FAX (A/C, No): 248-647-4889 E-MAIL ADDRESS: certrequest@oaklandinsurance.com
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Emcasco Insurance Company		21407
INSURER B: EMC Insurance Companies		21415
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Michigan Fence Company Inc.
G-3059 W Hill Rd
Flint, MI 48507

COVERAGES

CERTIFICATE NUMBER:

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 W/O	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 <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	5D88088	06/01/2023	06/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		5E88088	06/01/2023	06/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		5J88088	06/01/2023	06/01/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	5H88088	06/01/2023	06/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Leased/Rented		5C88088	06/01/2023	06/01/2024	Limit 100,000 Ded 500

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

Additional insureds as required by written contract, City of Flint, with respects general liability.

CERTIFICATE HOLDER

CANCELLATION

FLINT01 City of Flint 1101 S Saginaw St 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 John A. Murawski
--	---

❖ EXHIBIT F – NON-BIDDER'S RESPONSE

VENDOR'S NAME: _____

NON-BIDDER'S RESPONSE

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

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

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

_____ Our items and/or materials do not meet specifications.

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

_____ Quantities too Small.

_____ Insufficient time allowed for preparation of bid.

_____ Incorrect address used. Our correct mailing address is:

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

_____ **OTHER:** _____

Thank you for your participation in this bid.

**FENCING FOR CITY HALL AND WATER SERVICE CENTER - REBID****SUBMITTAL FORM FOR QUESTIONS****Due June 12, 2023 by 10:00 A.M.**

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

Company Name	Michigan Fence Company, Inc.
Representative Name	Deborah L Harris, CEO
Address:	3059 W Hill Rd., Flint, MI 48507
Telephone Number	(810) 235-4581
Email Address	(810) 235-9348

A handwritten signature in black ink, appearing to read "Deborah L. Harris", written over a horizontal line.

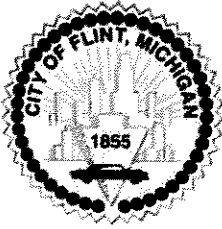
(Representative Signature)

6-13-23

Date

Please email this form to the attention of Jarin McGee, Chief Buyer

Email: jamcgee@cityofflint.com



RESOLUTION NO.: 230291
PRESENTED: AUG 23 2023
ADOPTED: _____

Resolution Authorizing entering into a grant agreement with Flint Township for participation in a Multi-Jurisdictional Edward Byrne Memorial Justice Assistance Grant (JAG) funded by the Department of Justice

BY THE CITY ADMINISTRATOR:

WHEREAS, The City of Flint Police Department has been awarded grant funds, in the amount of \$93,064.00, from Flint Township for the purpose of participating with other police agencies in a multi-jurisdictional grant, known as the Justice Assistance Grant (JAG); and


WHEREAS, The Justice Assistance Grant (JAG) is a three-year grant, funded by the Department of Justice, with no local match required; and

WHEREAS, Funding from this grant allows for overtime initiatives, education, training, conferences and equipment for the police department;

Account Number	Account Name	Amount
293-301.797-958.000	Education, Training & Confer	\$10,000.00
296-301.797-977.000	Equipment	\$83,064.00

IT IS RESOLVED, that the appropriate City officials, upon the City Council approval, are hereby authorized to do all things necessary to enter into the Justice Assistance Grant (JAG) agreement by and between the City of Flint and Flint Township and the Department of Justice, accept the JAG award, amend the FY24 budget, appropriate award funding for revenue and expenditures in future fiscal years as long as the funds are available from the funder, and abide by the terms and conditions of the award from the State of Michigan, in the amount of \$93,064.00, to grant code FDOJ-JAG23.

APPROVED AS TO FORM:


William Kim (Aug 16, 2023 17:39 EDT)

William Kim, Chief Legal Officer

APPROVED AS TO FINANCE:


Jane Mager (Aug 16, 2023 18:03 EDT)

Jane Mager, Acting Chief Financial Officer

FOR THE CITY OF FLINT:


CLYDE D EDWARDS (Aug 17, 2023 12:24 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

, City Council President



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 08/01/2023

BID/PROPOSAL#

AGENDA ITEM TITLE: EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)

PREPARED BY: Angela Amerman – Finance/Police Department

VENDOR NAME: Department of Justice

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The Police Department is requesting the approval for the acceptance of \$93,064.00 from the Department of Justice for the purpose of participating with other police agencies in the multi-jurisdictional grant. This is a three-year grant funded by the Department of Justice. Funding from this grant allows for overtime initiatives, education, training, conferences, and equipment for the Police Department.

FINANCIAL IMPLICATIONS: None

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

Dept.	Name of Account	Account Number	Grant Code	Amount
Police	Education, Training & Confer	293-301.797-958.000	FDOJ-JAG23	\$10,000.00
Police	Equipment	296-301.797-977.000	FDOJ-JAG23	\$83,064.00
FY23/24 GRAND TOTAL				\$93,064.00

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

ACCOUNTING APPROVAL: Angela Amerman
Angela Amerman (Aug 15, 2023 16:51 EDT) **Date:** _____

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



CITY OF FLINT

BUDGET YEAR 2

BUDGET YEAR 3

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

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

DEPARTMENT HEAD SIGNATURE: Terence Green
Terence Green (Aug 16, 2023 16:28 EDT)
(Terence Green, Police Chief)

GMS APPLICATION NUMBER:

Application A-479506, FY2023

The State of Michigan
County of Genesee

Known by all these present

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BURTON, CITY OF FLINT,
TOWNSHIP OF FLINT, TOWNSHIP OF MOUNT MORRIS
AND COUNTY OF GENESEE.

2023 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This agreement is made and entered into this ~~XXX~~ day of August, 2023 by and between the City of Burton, City of Flint, Township of Mount Morris, Township of Flint, and the County of Genesee, acting as lawfully authorized by and through their governing bodies, witnesseth:

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party or parties: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the service or functions under this agreement: and:

WHEREAS, the municipalities believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the City of Burton, City of Flint, Township of Flint, Township of Mount Morris and County of Genesee, agree as follows:

Section 1.

The Charter Township of Flint shall act as the applicant, reporting, and fiduciary entity for the FY 2023 Genesee County JAG Initiative.

Section 2.

FY 2023 JAG funds shall be allocated as follows:

Genesee County	\$ 18,685
City of Burton	\$ 14,397
City of Flint	\$ 93,064
Flint Township	\$ 32,022
Mount Morris Township	<u>\$ 11,905</u>
Total	\$170,073

GMS APPLICATION NUMBER:

Application A-479506, FY2023

Section 3.

The Charter Township of Flint shall be the applicant, reporting, and fiduciary entity.

Section 4.

The Charter Township of Flint shall establish and maintain an interest-bearing trust account for the FY 2023 JAG award and shall allocate interest earned to each municipality in accordance with said municipality's unexpended award amount.

Section 5.

The Charter Township of Flint shall reimburse each municipality for authorized expenses and costs associated with FY 2023 JAG programs, from the trust account upon receipt of documentation of expenditure from the requesting municipality.

Section 6.

Each municipality agrees to use their allocated funds for the FY 2023 JAG Initiative program until September 30, 2026.

Section 7.

Nothing in the performance of this Agreement shall impose any liability for claims against the City of Burton, City of Flint, Township of Flint, Township of Mount Morris, and the County of Genesee.

Section 8.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other parties.

Section 9.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

GMS APPLICATION NUMBER:

Application A-479506, FY2023

Section 10.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Mayor Duane Haskins
City of Burton

Chairperson Ellen Ellenbug
Genesee County Board of Commissioners

Mayor Sheldon Neely
City of Flint

Supervisor Jolena Sims
Charter Township of Mount Morris

Supervisor Karyn Miller
Charter Township of Flint



Sheldon Neeley
MAYOR

FLINT POLICE DEPARTMENT
City of Flint, Michigan



Terence Green
CHIEF OF POLICE

FY 2023 Justice Assistance Grant Budget

The Flint Police Department shall use their \$93,064.00 in 2023 JAG funding to provide for , advanced police training, police equipment and technology. \$10,000 will be expended in the project area of advanced police training. \$83,064.00 will be expended in the project area of equipment and technology

The Flint Police Department will also use \$10,000 of their JAG 2023 funding to provide specialized police training for advanced police techniques that would otherwise not be provided.

In order to address crime and officer safety issues the **Flint Police Department will use \$83,064.00 of their JAG 2023 funding.** for the purchase of innovative technology, police equipment ranging from computer software/hardware, uniforms and tactical equipment.

<u>Item Description</u>	<u>Cost/Units</u>	<u>Total cost</u>
Advanced Police Training	\$100/officer	\$10,000
<u>Technology/equipment:</u> Tactical equipment, ballistic vests, Criminal investigations/crime analysis software, computer software, less lethal subject control devices	\$830.64/officer	\$83,064.00

Flint PD total allocation: \$93,064.00

230292



RESOLUTION NO.: _____

PRESENTED: AUG 23 2023

ADOPTED: _____

Resolution Approving Consumers Energy Easement for Electric Facilities for Wireless Tower to Be Built at G-4652 Beecher Road

The Flint City Council, at a meeting held on April 11, 2022, approved Resolution No. 220143, entitled "RESOLUTION APPROVING LAND LEASE AGREEMENT WITH VERIZON WIRELESS FOR G-4652 BEECHER ROAD"; and

Verizon Wireless requires electric service to the wireless tower that will be built; and

Consumers Energy has agreed to provide electric service to the wireless tower to be built, but requires an Easement for Electric Facilities to do so;

IT IS RESOLVED that the Flint City Council approves the Easement for Electric Facilities between the City of Flint and Consumers Energy Company.

FOR THE CITY:

CLYDE D EDWARDS
CLYDE D EDWARDS (Aug 15, 2023 17:02 EDT)

Clyde Edwards, City Administrator

FOR THE CITY COUNCIL

APPROVED AS TO FORM:

William Y. Kim
William Y. Kim (Aug 15, 2023 16:42 EDT)

William Y. Kim, City Attorney



RESOLUTION STAFF REVIEW FORM

AGENDA ITEM TITLE:	Resolution Approving Consumers Energy Easement for Electric Facilities for Wireless Tower to Be Built at G-4652 Beecher Road				BID/PROPOSAL #:	N/A		
PREPARED BY: (NAME & DEPARTMENT)	Joseph N. Kuptz, Assistant City Attorney, Law Department				DATE:	August 15, 2023		
VENDOR NAME:	Consumers Energy Company							
BACKGROUND/SUMMARY OF PROPOSED ACTION/FINANCIAL IMPLICATIONS:								
<p>The Flint City Council, at a meeting held on April 11, 2022, approved Resolution No. 220143, entitled "RESOLUTION APPROVING LAND LEASE AGREEMENT WITH VERIZON WIRELESS FOR G-4652 BEECHER ROAD"; and</p> <p>Verizon Wireless requires electric service to the wireless tower that will be built; and</p> <p>Consumers Energy has agreed to provide electric service to the wireless tower to be built, but requires an Easement for Electric Facilities to do so.</p>								
BUDGETED EXPENDITURE?	Yes	<input type="checkbox"/>	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	<input type="checkbox"/>	IF NO, PLEASE EXPLAIN:	N/A – No financial implications
PRE-ENCUMBERED?	Yes	<input type="checkbox"/>	<input type="checkbox"/>	No	<input type="checkbox"/>	<input type="checkbox"/>	REQUISITION NUMBER:	N/A
IS A CONTRACT NEEDED?	Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	No	<input type="checkbox"/>	<input type="checkbox"/>	LENGTH OF CONTRACT	YEARS
IF APPLICABLE, ESTIMATE AMOUNT BY BUDGET YEAR:	N/A – No financial implications							
OTHER IMPLICATIONS (I.E. COLLECTIVE BARGAINING)	None.							

STAFF RECOMMENDS APPROVAL

DEPARTMENT HEAD SIGNATURE:

ACCOUNTING APPROVAL: N/A

William Y. Kim, City Attorney



RESOLUTION NO.: 220143

PRESENTED: APR - 6 2022

ADOPTED: _____

**RESOLUTION APPROVING LAND LEASE AGREEMENT WITH VERIZON
WIRELESS FOR G-4652 BEECHER ROAD**

BY THE MAYOR:

WHEREAS, Verizon Wireless seeks to enter into a long-term lease of property from the City of Flint, approximately 3,600 square feet located at an estimated address of G-4652 Beecher Rd., Flint Township, Genesee County, Michigan, 48503, for the purposes of constructing and operating a cellular communications tower at that location; and

WHEREAS, Verizon Wireless and the City of Flint have agreed to the terms of a Land Lease Agreement, attached here by reference, by which the City shall be paid \$18,000.00/year, with that amount increasing by 1% each year that the agreement remains in effect; and

IT IS RESOLVED, that the Flint City Council approves the Land Lease Agreement between the City of Flint and Verizon Wireless.

APPROVED BY CITY COUNCIL:

Eric Mays, City Council President

APPROVED BY THE MAYOR:

Sheldon A Neeley, Mayor

APPROVED AS TO FORM:

William Kim, Acting City Attorney

EASEMENT FOR ELECTRIC FACILITIES

Master Tract# ROW000916078786
SAP# 1067555259
Design# 11533711
Agreement# MI00000072478

CITY OF FLINT, a municipal corporation, whose address is 1101 South Saginaw Street, Flint, Michigan 48502 (hereinafter "Owner")

for \$1.00 and other good and valuable consideration [exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to MCLA 207.526(f)] grants and warrants to

CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201 (hereinafter "Consumers")

a permanent easement to enter Owner's land (hereinafter "Owner's Land") located in the Township of Flint, County of Genesee, and State of Michigan as more particularly described in the attached Exhibit A to construct, operate, maintain, inspect (including aerial patrol), survey, replace, reconstruct, improve, remove, relocate, change the size of, enlarge, and protect a line or lines of electric facilities in, on, over, under, across, and through a portion of Owner's Land (hereinafter "Easement Area") as more fully described in the attached Exhibit B, together with any pole structures, poles, or any combination of same, wires, cables, conduits, crossarms, braces, guys, anchors, transformers, electric control circuits and devices, location markers and signs, communication systems, utility lines, protective apparatus and all other equipment, appurtenances, associated fixtures, and facilities, whether above or below grade, useful or incidental to or for the operation or protection thereof, and to conduct such other activities as may be convenient in connection therewith as determined by Consumers for the purpose of transmitting and distributing electricity. Consumers may attach additional lines outside the Easement Area, running laterally from a line within the Easement Area to the North, East and West edges of Owner's Land, in which event the Easement Area shall include a 12-foot-wide strip of land, being 6 feet on each side of each such lateral line.

Additional Work Space: In addition to the Easement rights granted herein, Owner further grants to Consumers, during initial construction and installation only, the right to temporarily use such additional work space reasonably required to construct said lines. Said temporary work space shall abut the Easement Area, on either side, as required by construction.

Access: Consumers shall have the right to unimpaired access to said line or lines, and the right of ingress and egress on, over, and through Owner's Land for any and all purposes necessary, convenient, or incidental to the exercise by Consumers of the rights granted hereunder.

Trees and Other Vegetation: Owner shall not plant any trees within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, or other vegetation located outside of the Easement Area which are of such a height or are of such a species whose mature height that in falling directly to the ground could come into contact with or land directly above Consumers' facilities.

Buildings/Structures: Owner agrees not to build, create, construct, or permit to be built, created, or constructed, any obstruction, building, septic system, drain field, fuel tank, pond, swimming pool, lake, pit, well, foundation, engineering works, installation or

any other type of structure over, under, or on said Easement Area, whether temporary or permanent, natural or man-made, without a prior written agreement executed by Consumers' Real Estate Department expressly allowing the aforementioned.

Ground Elevation: Owner shall not materially alter the ground elevation within the Easement Area without a prior written agreement executed by Consumers Real Estate Department allowing said alteration.

Exercise of Easement: Consumers' nonuse or limited use of this Easement shall not preclude Consumers' later use of this Easement to its full extent.

Ownership: Owner covenants with Consumers that they are the lawful fee simple owner of the aforesaid lands, and that they have the right and authority to make this grant, and that they will forever warrant and defend the title thereto against all claims whatsoever.

Successors: This Easement shall bind and benefit Owner's and Consumers' respective heirs, successors, lessees, licensees, and assigns.

Counterparts: This Easement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It is not necessary that all parties execute any single counterpart if each party executes at least one counterpart.

Date: _____

Owner: CITY OF FLINT, a municipal corporation

Signature

By: _____

Print name

Its: _____

Print title

Acknowledgment

The foregoing instrument was acknowledged before me in _____ County, _____
on _____ by _____ of the City of Flint, a municipal
Date Name Title
corporation, on behalf of the corporation.

Notary Public

Print Name

County, _____

Acting in

County

My Commission expires: _____

PROPERTY OWNERS MAIL SIGNED EASEMENT TO:

Justin Latimer
Consumers Energy Company
4141 Wilder Road
Bay City MI 48706

Prepared By:
Nicole Corts 07/06/2023, EP7-464
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

REGISTER OF DEEDS OFFICE USE ONLY

Return recorded instrument to:
Carrie J. Main, EP7-464
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

EXHIBIT A

Owner's Land

Land situated in the Township of Flint, County of Genesee, State of Michigan:

A parcel of land in the Southwest 1/4 of Section 4, Town 7 North, Range 6 East, describe as: Beginning at the Southeast corner of Section 5; thence Westerly along the South line of said section 20.00 feet; thence Northerly parallel with East line of said section, 400.00 feet; thence Easterly parallel with said South line of South line of Section 4, 200.00 feet; thence Southerly parallel with said East line 400.00 feet to said South line of Section 4; thence Westerly 100.00 feet to beginning.

Also known as: Beecher Road, Flint, Michigan 48504

Parcel ID: 07 04 300-001

AND

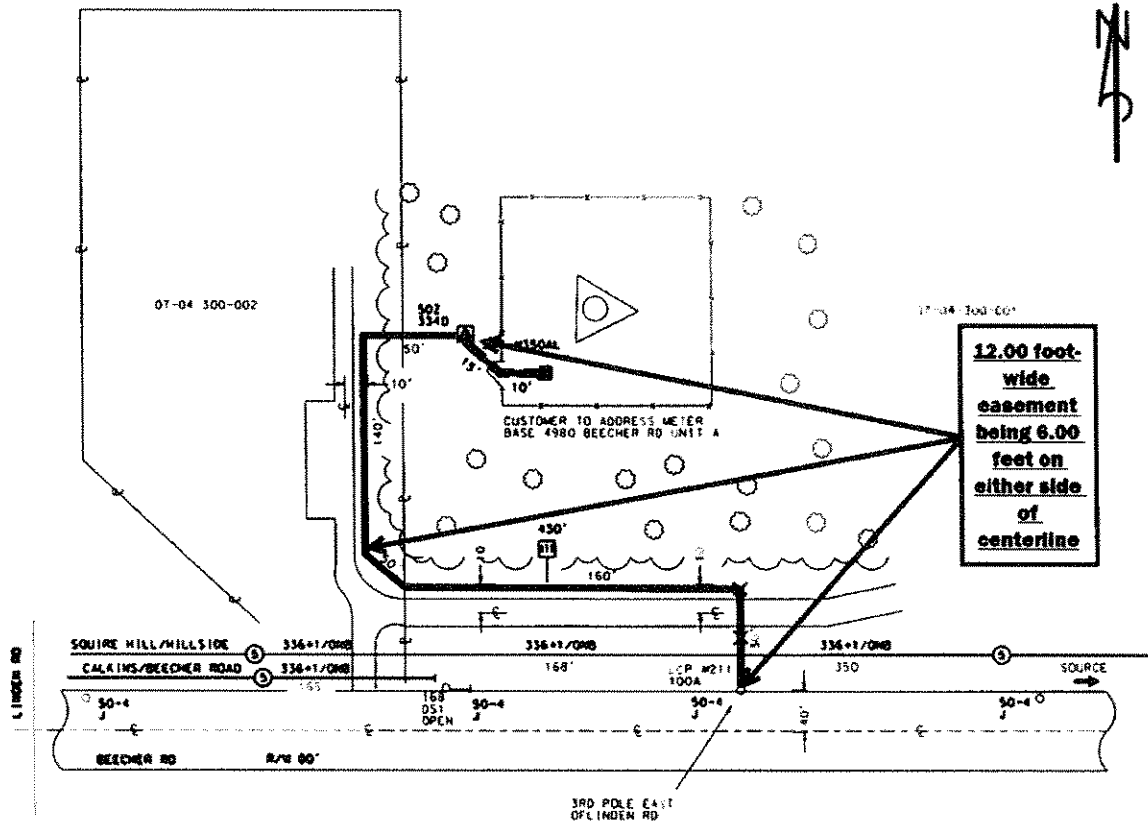
The West 49.35 acres of the Southwest fractional 1/4 of Section 4, Town 7 North, Range 6 East.

Also known as: 4772 Beecher Road, Flint, Michigan 48504

Parcel ID: 07 04 300-002

Easement Area

A 12.00-foot-wide strip of land, being 6.00 feet on each side of the centerline of the line constructed on Owner's Land, the centerline to be located approximately as shown in the attached drawing.



230293



RESOLUTION NO.: _____

PRESENTED: AUG 23 2023

ADOPTED: _____

Resolution Approving the Amendment to the Genesee County Solid Waste Management Plan

The Genesee County Solid Waste Management Plan was prepared pursuant to the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, Part 115, Solid Waste Management, and its Administrative Rules by the Solid Waste Management Planning Committee and the staff of the Genesee County Metropolitan Planning Commission; and


The proposed amendment to the Genesee County Solid Waste Management Plan has been approved by the Solid Waste Management Planning Committee and the Genesee County Board of Commissioners; and

The members of the City Council have had an opportunity to review the Plan amendment and have determined the proposed Plan amendment is acceptable.

IT IS RESOLVED by the City of Flint that the proposed Amendment to the Genesee County Solid Waste Management Plan is an acceptable amendment to the current Plan, and is hereby approved.

APPROVED AS TO FORM:

FOR THE CITY COUNCIL


William Kim (Aug 16, 2023 09:58 EDT)
William Y. Kim, City Attorney

FOR THE CITY:

CLYDE D EDWARDS
CLYDE D EDWARDS (Aug 17, 2023 10:46 EDT)
Clyde Edwards, City Administrator



RESOLUTION STAFF REVIEW FORM

AGENDA ITEM TITLE:	Resolution Approving the Amendment to the Genesee County Solid Waste Management Plan				BID/PROPOSAL #:	N/A	
PREPARED BY: (NAME & DEPARTMENT)	Heather Griffin, Waste Services Coordinator				DATE:	August 15, 2023	
VENDOR NAME:	N/A						
BACKGROUND/SUMMARY OF PROPOSED ACTION/FINANCIAL IMPLICATIONS:							
<p>The Genesee County Solid Waste Management Plan was prepared pursuant to the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, Part 115, Solid Waste Management, and its Administrative Rules by the Solid Waste Management Planning Committee and the staff of the Genesee County Metropolitan Planning Commission; and</p> <p>The proposed amendment to the Genesee County Solid Waste Management Plan has been approved by the Solid Waste Management Planning Committee and the Genesee County Board of Commissioners; and</p> <p>The members of the City Council have had an opportunity to review the Plan amendment and have determined the proposed Plan amendment is acceptable.</p>							
BUDGETED EXPENDITURE?	Yes	<input type="checkbox"/>	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	IF NO, PLEASE EXPLAIN:	N/A – No financial implications
PRE-ENCUMBERED?	Yes	<input type="checkbox"/>	<input type="checkbox"/>	No	<input type="checkbox"/>	REQUISITION NUMBER:	N/A
IS A CONTRACT NEEDED?	Yes	<input type="checkbox"/>	<input type="checkbox"/>	No	<input type="checkbox"/>	LENGTH OF CONTRACT	<input type="text"/> YEARS
IF APPLICABLE, ESTIMATE AMOUNT BY BUDGET YEAR:	N/A – No financial implications						
OTHER IMPLICATIONS (I.E. COLLECTIVE BARGAINING)	None.						

STAFF RECOMMENDS APPROVAL

DEPARTMENT HEAD SIGNATURE:

ACCOUNTING APPROVAL (IF APPLICABLE):

CLYDE D EDWARDS
CLYDE D EDWARDS (Aug 16, 2023 09:57 EDT)

Clyde Edwards, Interim Public Works Director



GENESEE COUNTY
METROPOLITAN PLANNING
COMMISSION

MEMORANDUM

TO: Clerks – Participating Local Units of Government

FROM: Cody Roblyer, Lead Planner
Genesee County Metropolitan Planning Commission

DATE: July 20, 2023

SUBJECT: Genesee County Solid Waste Management Plan Amendment Approval

On July 19, 2023, the Genesee County Board of Commissioners approved an amendment to the Genesee County Solid Waste Management Plan (SWMP). The Genesee County SWMP is required by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) to ensure that the county can properly dispose of waste for the next ten years. More specifically, the SWMP describes materials management data, public input, deficiencies, goals and objectives to enhance materials management practices, solid waste facilities, as well as implementation strategies to improve Genesee County's solid waste system.

Part 115 of Michigan Public Act 451 of 1994 requires that 67% of all local units of government approve the plan amendment through a resolution of support prior to submitting the plan to the Michigan Department of Environment, Great Lakes, and Energy (EGLE) for final approval. Staff is requesting that local units begin to review the plan and move the plan through your local approval process. Please keep us up to date on the progress of local approval. We will be contacting local units throughout the next month to check on the status of local approval. An example resolution of support is attached for your convenience.

A link to a summary sheet of the SWMP can be found here:

<http://gcmpc.org/wp-content/uploads/2023/07/SWMP-Summary-Sheet.pdf>

A link to the full copy of the SWMP can be found here:

<http://gcmpc.org/wp-content/uploads/2023/07/Genesee-County-SWMP-Amendment-Approved.pdf>

Please be aware that in March 2023, Governor Whitmer approved changes to Part 115 regulations which will require all Michigan counties to develop new Materials Management Plans (MMP) replacing existing Solid Waste Management Plans. Receiving approval for Genesee County's SWMP amendment may overlap with the start of the MMP process. Due to this, EGLE will only review and approve specific components of the SWMP amendment. This primarily includes two changes to Genesee County solid waste facilities: the removal of

the closed Richfield Landfill in Richfield Township from the SWMP and changes to property acreage at Brent Run Landfill in Montrose Township.

Should you require additional information about the SWMP amendment or have any questions about the approval process, please contact me at (810) 766-6570 or croblyer@geneseecountymi.gov.

Sincerely,

A handwritten signature in black ink that reads "Cody Roblyer". The signature is written in a cursive, slightly slanted style.

Cody Roblyer, Lead Planner
Genesee County Metropolitan Planning Commission



WHAT IS IT?

- Ensures that Genesee County can properly dispose of waste for the next 10 years
- Creates goals to enhance materials management practices like recycling in the community
- Recommended by state agencies to be updated every 5 years
- Plan development guided by a committee of solid waste industry reps and citizens

WHAT WAS AMENDED?

- Socioeconomic and materials management data
- Solid waste deficiencies
- Goals and objectives
- Strategies for plan implementation
- Solid waste facilities operating in Genesee County

WHAT WILL THIS AMENDMENT ACHIEVE?

- Prolong landfill capacity through improved materials management practices
- Enhance materials management education and awareness
- Increase recycling and other material diversion opportunities
- Encourage recycling best practices and partnerships between local agencies

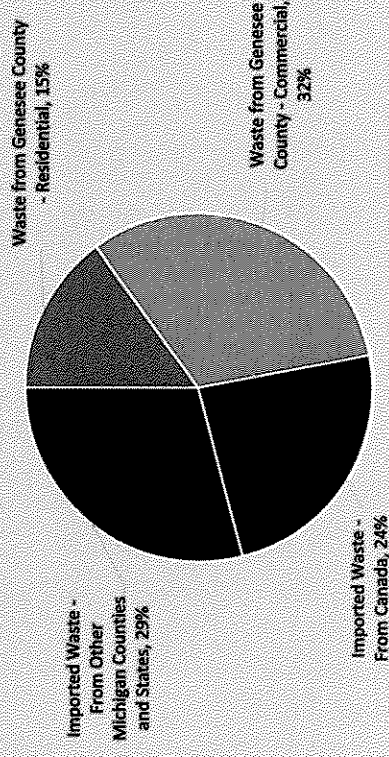
HOW IS THE PUBLIC INVOLVED IN THIS PROCESS?

- Citizen representatives on the solid waste management planning committee
- Two surveys available to the public and one provided to local government officials
- Multiple public open houses across the County
- 90-day public comment period
- Public hearing

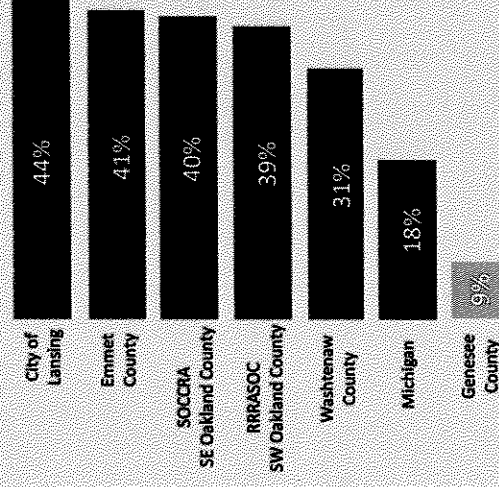
CURRENT STATE OF MATERIALS MANAGEMENT IN GENESEE COUNTY

The current waste diversion rate in Genesee County is 9% which includes both recycling and composting materials. This means that the county is behind other Michigan communities since the average statewide diversion rate is 18%. Knowing there is room for improvement, the solid waste management plan amendment sets forth goals, objectives, and strategies to establish materials management best practices and enhance local waste diversion programs.

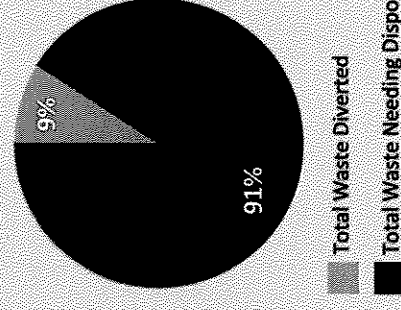
Waste Disposed in Genesee County Landfills (2016-2020)



Diversion Rate Comparison



Genesee County Diversion Rate



GENESEE COUNTY
METROPOLITAN PLANNING
COMMISSION

230296

RESOLUTION NO.: _____

PRESENTED: AUG 23 2023

ADOPTED: _____

**RESOLUTION OF SUPPORT FOR SUBMISSION OF GRANT APPLICATION
(MI COMMUNITY CENTER GRANT – 2024 PROGRAM)**

BY THE CITY COUNCIL:

The Flint City Council supports organizations within our County that are submitting applications for the MI Community Center Grant - 2024 program in the amount of \$2.4 million.

The Friends of Berston, Revive Community Health Center, and the Flint Community Lab are working together to address critical needs with in the Genesee County community; and

The renovation and expansion of Flint’s historic Berston Fieldhouse was a dream of former County Commissioner Bryant “BB” Nolden as he worked to provide opportunity and recreation for children in the surrounding north Flint neighborhoods; and

Revive Community Health Center is seeking to further aid their work in decreasing the maternal infant mortality rates throughout Genesee County; and

The Flint Community Lab is seeking to establish an independent water testing lab that Flint residents use for questions about water quality and water testing; and

The location of these proposed projects is within the jurisdiction of Genesee County and;

The proposed projects, if completed, will be a benefit and catalyst to our entire county; and,

With this resolution of support, it is acknowledged that the City of Flint is not committing to any obligations; financial or otherwise.

IT IS RESOLVED that the Flint City Council supports the submission of a MI Community Center Grant Application for Friends of Berston, Revive Community Health Center, and Flint Community Lab in their efforts to better Genesee County for all residents.

APPROVED AS TO FORM:

APPROVED BY CITY COUNCIL:

William Kim, Chief Legal Officer