City of Flint, Michigan

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



Meeting Agenda - DRAFT

Wednesday, August 23, 2023 5:00 PM

DOME AUDITORIUM

FINANCE COMMITTEE

Judy Priestley, Chairperson, Ward 4

Eric Mays, Ward 1 Quincy Murphy, Ward 3 Tonya Burns, Ward 6 Dennis Pfeiffer, Ward 8 Ladel Lewis, Ward 2 Jerri Winfrey-Carter, Ward 5 Candice Mushatt, Ward 7 Eva L. Worthing, Ward 9

Davina Donahue, City Clerk

ROLL CALL

REQUEST FOR CHANGES AND/OR ADDITIONS TO THE AGENDA

PUBLIC SPEAKING

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

COUNCIL RESPONSE

Councilpersons may respond to any public speaker, but only one response and only when all public speakers have been heard. Individual council response is limited to two (2) minutes.

CONSENT AGENDA

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

RESOLUTIONS

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

Resolution resolving that the Proper City Officials are hereby authorized to enter into change order #1 with Priority Waste LLC, for two more years beyond the original approved amount. This contract will be for the period ending June 30, 2028 in the amount not to exceed \$26,889,631.20 (and an aggregate amount of \$46,616,378.40: \$6,722,407.80 pending adoption of the FY25 budget; \$6,722,407.80 pending adoption of the FY26 budget; \$6,722,407.80 pending adoption of the FY28 budget. This agreement also comes with optional five (5), one year contract extensions increasing annually 3%. The acceptance of this agreement is contingent upon acceptance of a grant from The Recycling Partnership, Inc. and a grant from EGLE.

230250

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

Resoloution resolving that the appropriate City Officials are authorized to do all things necessary to provide funding to Habitat for Humanity, amend the FY24 budget, and appropriate funding for revenue and expenditures in future fiscal years, for as long as funds are available from the funder. Funds will be paid from the American Rescue Plan Act fund (287). Before funds are spent, the City of Flint's ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury final

rules. [NOTE: The Administration recommends \$25,000 for Habitat for Humanity to continue to provide down payment assistance resources to City of Flint residents.]

230251

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

Resolution resolving that the appropriate City Officials are authorized to do all things necessary to provide funding to Court Street Village, amend the FY24 budget, and appropriate funding for revenue and expenditures in future fiscal years, for as long as funds are available from the funder. Funds will be paid from the American Rescue Plan Act fund (287). Before funds are spent, the City of Flint's ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury final rules. [NOTE: The Administration recommends funding up to \$200,000 for Court Street Village to continue to provide roof replacement and home repair resources to City of Flint residents.]

230252

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

Resolution resolving that the appropriate City Officials are authorized to do all things necessary to provide funding to Court Street Village, amend the FY24 budget, and appropriate funding for revenue and expenditures in future fiscal years, for as long as funds are available from the funder. Funds will be paid from the American Rescue Plan Act fund (287). Before funds are spent, the City of Flint's ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury final rules. [NOTE: The Administration recommends funding up to \$225,000 for Court Street Village to continue to provide home repair and improvement resources through The Paint Project to City of Flint residents.]

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.

230289 Dell Marketing/Haskell Center - PAL Program

Resolution resolving that the Division of Purchases and Supplies is hereby authorized to issue a Purchase Order to Dell Marketing LP, for PAL Program computers for the Haskell Community Center in an amount not-to-exceed \$22,838.20 for FY24 (07/01/23-06/30/24).

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.

ADJOURNMENT





RESOLUTION NO.:	
PRESENTED:	JUL 2 4 2023
ADOPTED:	

Proposal 21000592

BY THE CITY ADMINISTRATOR:

RESOLUTION TO PRIORITY WASTE LLC FOR WASTE COLLECTION SERVICES

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

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

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

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

\$6,722,407.80 pending adoption of the FY25 budget \$6,722,407.80 pending adoption of the FY26 budget \$6,722,407.80 pending adoption of the FY27 budget \$6,722,407.80 pending adoption of the FY28 budget

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

APPROVED AS TO FORM:	APPROVED AS TO FINANCE:
William Kim (Jul 24, 2023 12:52 EDT)	Jan Mager (Jul 24, 2023 09:12 EDT)
William Kim	Jane Mager
Chief Legal Officer	Acting Chief Finance Officer
FOR THE CITY OF FLINT:	APPROVED BY CITY COUNCIL:
Clyde D. Edwards Clyde D. Edwards (Jul 24, 2023 13:57 EDT)	
Clyde Edwards, City Administrator	

APPROVED AS TO PURCHASING:

Mutagles Mumby Thereim Purchasing Manager



STAFF REVIEW FORM

TODAY'S DATE: July 20, 2023

BID/PROPOSAL# 21-592

AGENDA ITEM TITLE: Extension of the waste collection contract

PREPARED BY Kathryn Neumann, Transportation Administrative Support Technician

VENDOR NAME: Priority Waste

BACKGROUND/SUMMARY OF PROPOSED ACTION:

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

In comparison, by keeping the flat rate, the total cost for FY25-28 will save the City of Flint over \$2.2 million dollars.

FINANCIAL IMPLICATIONS: There is money in the accounts listed below

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

Dept.	Name of Account	Account Number Grant Code	Amount
Transp.	Professional services	226-528.201-801.000	\$ 6,722,407.80
		GRAND TOTAL EACH YEAR	\$ 6,722,407.80

	GRAND TO	OTAL EACH	YEAR	\$ 6,722,407.80
PRE-ENCUMBERED? YES	NO 🗌 R	EQUISITION	NO:	
	thryn Neuma) Ieumana (Jul 20, 2023 15:49		Date	:
WILL YOUR DEPARTMENT NEED (If yes, please indicate how many years		_ ·] NO [\boxtimes
OTHER IMPLICATIONS (i.e., collective b	bargaining): N	lone		
STAFF RECOMMENDATION: (PLEASE S	SELECT): 🛛	APPROVED		OT APPROVED
DEPARTMENT HEAD SIGNATURE:	<u>Rodnoy A</u> Rodney McGaña (Jul			

(Rodney McGaha, Director of Transportation)





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 HABITAT FOR HUMANITY FOR DOWN PAYMENT ASSISTANCE

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 \$25,000 for Habitat for Humanity to continue to provide down payment assistance resources to City of Flint residents. Funding is to come from the following account:

Account Number	Account Name / Grant Code	Amount
287-722.400-958.000	FUSDT-CSLFRF	\$25,000

IT IS RESOLVED 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.

For the City:	For the City Council:	
CLYDE D EDWARDS CLYDE D EDWARDS (Aug 3, 2023 16:03 EDT)		
Clyde D. Edwards, City Administrator		
Approved as to Form:	Approved as to Finance:	
William Kim (Aug 3, 2023 14:04 EDT)	Jane Mager (Aug 9, 2023 14:05 EDT)	
William Kim, City Attorney	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 HABITAT FOR HUMANITY FOR DOWN PAYMENT ASSISTANCE

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 \$50,000 for homeowner education to provide assistance to homeowners. A Notice of Funds Available was put out to the community and 6 applications were received with the total applications valuing \$275,000.00.

Through the utilization of a specific rubric and review/scoring process, 2 of the 12 applications 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, potential or existing homeowners need to 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 to get into Good Standing and potential homeowners are encouraged to also utilize the MSHDA Down Payment Assistance program to receive additional assistance.

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	Amount	Max per	Goal #
A Company of the Comp	Name		Household	Impacted
Down Payment Assistance	Habitat for	\$25,000	\$5,000	5
·	Humanity			

Pre-encumbered: Yes	s No_x	Requisition #
Other Implications:	No other implicati	ons are known at this time.
	n: Staff recommend	ls approval of this resolution.
APPROVAL Emily Doerr (A	ug 2 2023 14:04 EDT)	lanning and Development



RESOLUTION NO.:	WOU AS A
PRESENTED:	AUG - 9 2023
RESENTED.	

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

ADOPTED:

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:	For the City Council:			
Clyde D. Edwards Clyde D. Edwards (Aug 3, 2023 16:03 EDT)				
Clyde D. Edwards, City Administrator				
Approved as to Form:	Approved as to Finance:			
William Kim (Aug 3, 2023 13:58 EDT)	Jane Mager (Aug 9, 2023 14:02 EDT)			
William Kim, City Attorney	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	Court St. Village	\$200,000	\$15,000	12
repair grants to residents				

Pre-encumbered: Yes	s No_x	Requisition #:
Other Implications:	No other implications are know	vn at this time.
	n: Staff recommends approval o	of this resolution.
	Doerr, Director, Planning and	l Development





RESOLUTION NO.:	
PRESENTED:	AUG - 9 2023
	# - ·
ADOPTED:	at the

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:	For the City Council:			
CLYDE D EDWARDS				
CLYDE D EDWARDS (Aug 3, 2023 16:02 EDT) Clyde D. Edwards, City Administrator				
Olyde Di Dawards, Oley Hammistrator				
Approved as to Form:	Approved as to Finance:			
William Kim (Aug 3, 2023 13:57 EDT)	Jane Mager Jane Mager (Aug J. 2023 14:02 EDT)			
William Kim, City Attorney	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 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	Туре	Organization Name	Amount	Max per Household	Goal # Impacted
External Proje		Court St. Village	\$225,000	\$15,000	13

Pre-encumbered: Yes No x	Requisition #:
Other Implications: No other implications are l	known at this time.
Staff Recommendation: Staff recommends appr	roval of this resolution.
APPROVAL Emily Doerr (Author 2023 13:53 EDT)	
Emily Doerr, Director, Plannin	ng and Development





RESOLUTION NO.:	ATIC	9.0	1 1011
PRESENTED:	AUG	40	3 2023
ADOPTED:			

RESOLUTION TO AMEND THE 2023-2024 MASTER FEE SCHEDULE

BY THE MAYOR AND CITY COUNCIL:

Sheldon A. Neeley, Mayor

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, Acting Chief Financial Officer
Ilm & May	



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".

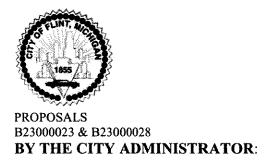
Failure to amend the 2024 Master Fee Schedule could result in a budget deficit for the current fiscal year.

STAFF RECOMMENDATION: (PLEASE SE	LECT):	\boxtimes	APPROVED		NOT APPROVED
DEPARTMENTAL RECOMMENDATION:			<i>1DSON</i> F4, 2023 15:23 EDT)		
	Paul S	imp	son, Water Distrib	oution	Supervisor
TREASURY RECOMMENDATION: Amanda Tru	<u> Dujil</u> ijilo (Aug 14,	lo 2023 15:	39 EDT)		_
Amar	nda Tru	ıjillo,	Treasurer		

City of Flint Master Fee Schedule

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)		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)	Deposit + \$75 install fee + \$50 monthly service charge + \$75 removal fee + Cost of Water.					
n/a	Hydrant Meter Charge 3" (deposit \$2,323)		remains the same.				
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 deposi 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	Riser 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	\$ 500.00	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				





APPROVED AS TO FORM:

RESOLUTION NO.:	
PRESENTED:	AUG 2 3 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 FINANCE:

William Kim (Aug 15, 2023 14:41 EDT)	Jane Mager Jane Mager (Aug 16, 2023 13:49 EDT)
William Kim, City Attorney	Jane Mager, Acting Chief Financial Officer
FOR THE CITY OF FLINT:	APPROVED BY CITY COUNCIL:
Clyde Edwards, City Administrator	City Council President
APPROVED AS TO PURCHASING: Lauren Rowley.	
Lauren Rowley, Purchasing Manager	



RESOLUTION STAFF REVIEW FORM

roday's d	ATE: 8/4/23.			
BID/PROPC	DSAL#			
AGENDA IT	EM TITLE: Electrical Supplies			
PREPARED	BY: Cheri Priest, WSC Admini	strative Manager		
VENDOR N	AME: McNaughton-McKay			
BACKGROU	JND/SUMMARY OF PROPOSE	D ACTION:		
1	equests a purchase order be is parking lot lighting project.	ssued for electrical supplies for	or the WSC	stockroom and the
BUDGETED	EXPENDITURE? YES X NO		Grant	
Dept.	Name of Account	Account Number	Code N/A	Amount
2493 2496	Supplies	591-540.202-752.000 590-540.208-752.000	N/A N/A	6,000.00
2490	Supplies	390-340.206-732.000	19//	0,000.00
		FY24 GRAND TO	TAL	12,000.00
PRE-ENC	CUMBERED? YES X	NO REQUISIT	ION NO:	24-00007633
ACCOUN	TING APPROVAL: Cherl Pries	<u>ri Priest</u> 81:Aug 14, 2023 08.58 EDT:	Date	. 08/14/2023
WILL YO	OUR DEPARTMENT NEED	A CONTRACT? YES	NO X	
STAFF RI	ECOMMENDATION: (PLEAS			T APPROVED
DEPART	MENT HEAD SIGNATURE	E:		
		Entrice Mitchell, Sewer Sy	stems Supe	rvisor

230188



RESOLUTION NO.:_	
PRESENTED:	JUL - 5 2023
ADOPTED:	JUL 1 0 2023

BY THE CITY ADMINISTRATOR:

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

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

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

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

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

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

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

APPROVED AS TO FORM:	APPROVED AS TO FINANCE:
William Kim (Jun 14, 2023 10:47 EDT)	Jan Mager (Jun 4, 2023 09:57 EDT)
William Kim, City Attorney	Jane Mager, Acting Chief Financial Officer
FOR THE CITY OF FLINT:	APPROVED BY CHTY EQUNCIL:
CLYDE D EDWARDS CLYDE D EDWARDS (Jun 14, 2023 11:42 EDT)	
Clyde Edwards, City Administrator	
APPROVED AS TO PURCHASING:	

Christopher Mumby, Interim Purchasing Manager





RESOLUTION NO.:				
PRESENTED:	AUG	23	2023	
ADOPTED:				

CONTRACT#071B6600111
BY THE CITY ADMINISTRATOR:

RESOLUTION TO DELL MARKETING FOR COMPUTERS FOR HASKELL CENTER-PAL PROGRAM

WHEREAS, On June 12, 2023, Flint City Council adopted Resolution #230181authorizing the allocation of \$250,000.00 to the Police Activities League (PAL) Program which establishes programs and partnerships focusing on youth enrichment for the Flint community.

WHEREAS, The Police Department has requested the use of the State of Michigan's DTMB (MiDEAL) Contract #071B6600111 with Dell Marketing LP., to purchase computers for the city's Haskell Community Center to aid in PAL's Youth Enrichment in an amount not-to-exceed \$22,838.20 using allocated the ARPA funding for PAL.

Funding will come from the following account(s):

GL/ACCOUNT #	ACCOUNT NAME /GRANT CODE	AMOUNT REQUESTED
287-305.701-801.800	PAL Pilot Project / FUSDT-CSLFRF	\$ 22,838.20
	FY2024 TOTAL:	\$ 22,838.20

IT IS RESOLVED, That the Division of Purchases and Supplies is hereby authorized to issue a Purchase Order to Dell Marketing LP, for PAL Program computers for the Haskell Community Center in an amount not-to-exceed \$22,838.20 for FY24 (07/01/23-06/30/24)

APPROVED AS TO FORM:	APPROVED AS TO FINANCE:
William Kim (Aug 10, 2023 09:30 EDT)	Jan Magor Jan Mager (Aug R, 2023 09:33 EDT)
William Kim, City Attorney	Jane Mager, Acting Chief Financial Officer
FOR THE CITY OF FLINT: <u>CLYDE D EDWARDS</u> CLYDE D EDWARDS (Aug 10, 2023 10:56 ED1)	APPROVED BY CITY COUNCIL:
Clyde Edwards, City Administrator	
APPROVED AS TO PURCHASING: Lauren Rowley.	
Lauren Rowley Purchasing Manager	



	RESOL	UTION STAFF REVIEW FO	RM		
TODAY'S D	ATE: 07/26/2023				
BID/PROPO	DSAL#:				
AGENDA IT	EM TITLE: DELL LAPTOPS	FOR THE PAL PROGRAM (HASK	(ELL)		
PREPARED	BY: Candice Smith - Police	e Department			
		•			
VENDOR N	AME: DELL				
BACKGROU	JND/SUMMARY OF PROP	OSED ACTION:			
The Police	Department is requesting t	the approval from the Flint Pur	chasing Depa	rtment to purchase	
eight (8) La	ititude 7440 – Build Your O	wn Laptop and one (1) Precision	n 7780 Lapto	p for the PAL	
Program at	Haskell Community Cente	r.			
	.IMPLICATIONS: None	NO IF NO, PLEASE EXPL	ΔIN:		
	TAN LINDING.				
			Grant		
Dept.	Name of Account	Account Number	Code FUSDT-	Amount	
Police	PAL	287-305.701-801.800	CSLFRF	\$22,838.20	
		FY-24 GRAND TO	TAI	\$22,838.20	
		F1-24 GRAND IV	JIAL	\$22,030.20	
PRE-ENC	CUMBERED? YES	☐ NO 図 REQUISITION	NO: 24-000	7578	
Candice Smith					
ACCOUNTING APPROVAL: Candida Smith (Add 26, 2622 15:32 EDT) Date:					
WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO					
OTHER IM	PLICATIONS (i.e., collective	e bargaining): NONE			
STAFF RECOMMENDATION: (PLEASE SELECT): APPROVED NOT APPROVED					
DEPARTM	ENT HEAD SIGNATURE:	Toronco Groon Tarenza Graca (3al 78, 1893 15:57 EOT)			



Candice Smith <cdsmith@cityofflint.com>

Fwd: Dell Computer - Saved Quote Information -3000157424764

1 message

Tyrone Booth <tbooth@cityofflint.com> To: Candice Smith <cdsmith@cityofflint.com> Wed, Jul 26, 2023 at 12:18 PM

This is coming from PAL.

Detective Tyrone L. Booth, Intelligence Bureau/Public Information Officer City Of Flint Police Department

Begin forwarded message:

From: "Dell Inc." <dell_automated_email@dell.com>

Date: July 20, 2023 at 1:40:41 PM EDT

To: tbooth@cityofflint.com

Cc: jray@cityofflint.com, zsmith@cityofflint.com

Subject: Dell Computer - Saved Quote Information -3000157424764

Reply-To: "Dell Inc." <dell_automated_email@dell.com>



You have saved an eQuote 3000157424764

An eQuote is now saved in your Dell Online Store. This will be held for 30 days and will expire on 08/19/2023

Your eQuote has been sent to:

Emailed to: tbooth@cityofflint.com iray@cityofflint.com zsmith@cityofflint.com

To retrieve this eQuote

Login to Premier Sign in to Flint, MI

Click on "Quotes" in the top menu bar and search for eQuote number 3000157424764

eQuote Name Pol Laptops

Saved By zsmith@cityofflint.com

eQuote Description **Authorized Buyer Notes/Comments**

Account Name Flint, MI

Contract Code C000000009850 **Contract Name** 071B6600111 **Customer Agreement #** 071B6600111

Shipping Info Zach Smith 1101 S SAGINAW ST Room 20 Flint, MI 48502 (810) 691-1568

Billing Info **ZACH SMITH** 1101 S SAGINAW ST FLINT, MI 48502

eQuote Summary

Description	Quantity	Unit Price	Subtotal
Latitude 7440 - Build Your Own	8	\$2,288.50	\$18,308.00
Precision 7780	1	\$4,530.20	\$4,530.20
		Non Taxable Amount	\$22,838.20
	Enviro	eQuote Subtotal Shipping* Shipping Discount* Tax* onmental Disposal Fee*	\$22,838.20 \$0.00 \$0.00 \$0.00 \$0.00

eQuote Total* \$22,838.20

Note: Your order may contain one or more items which are billed on a recurring basis. See Important Notes for details on your specific offering and, for customers with auto-renewing subscriptions, how to turn off automatic renewal.

eQuote Details

Description	Quantity	Price
xctol7440usr Latitude 7440 - Build Your Own	8	\$36,985.92
Premier Discount		\$18,677.92
(Unit Price after discount: \$2,288.50 ea.)		\$18,308.00

^{*}The eQuote total, including applicable taxes and additional fees, may be viewable online.

Module	Description	Product Code	Sku	ID
Base	Dell Latitude 7440 XCTO	G6A4CKQ	[210-BGGV]	1
Processor	13th Gen Intel® Core™ i7-1365U, vPro® (12 MB cache, 10 cores, 12 threads, up to 5.20 GHz Turbo)	GN5UERB	[379-BFFJ]	146
Operating System	Ubuntu Linux 22.04 with DCA enabler	G35P8HD	[605-BBPD]	11
Microsoft Office	Not Compatible with Windows OS	GEKH8UQ	[630-AAPK]	1002
Base Options	Intel®Iris®Xe Graphics, i7-1365U vPro Processor, 32GB LPDDR5 Memory	GKO6XL3	[338-CHRF]	149
Systems Management	Intel vPro Management Disabled	GHB36IX	[631-BBBG]	49
Memory	32 GB, LPDDR5, 4800 MT/s, integrated	G3TVHXY	[370-BBFG]	3
Hard Drive	512 GB, M.2, PCIe NVMe, SSD, Class 35	GV5O3NR	[400-BOTC]	8
Display	Laptop 14.0" FHD+(1920x1200) AG,SLP,No-Touch, ComfView+,IPS,400 nit,FHD IR Cam+IP,WWAN, Aluminum	GPFT1MB	[391-BHJH]	760
Camera	FHD/IR Camera with ExpressSign-In + Intelligent Privacy, Temporal Noise Reduction, Camera Shutter, Mic	GV4U9RZ	[319-BBIC]	379
Keyboard	English US battery-saving mini LED backlit keyboard, 79-key	GJ705YL	[583-BJPH]	4
Mouse	No Mouse	G8043UZ	[570-AADK]	12
Driver	Wireless Intel AX211 WLAN Driver	GQ3YBN7	[555-BJDX]	7
Wireless	Intel® Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth® wireless card	GWVGM8P	[555-BJNJ]	19
Mobile Broadband	5G - Intel® 5000 Advanced 5G WWAN (DW5931), eSIM, Verizon	GP5T8JV	[556-BDTX]	114
Primary Battery	3-cell, 57 Wh, Express Charge™ Capable, Express Charge Boost™ Capable	G50EBDU	[451-BDBU]	112
AC Adapter	65W AC adapter, USB Type-C, TCO Gen9 compliant	GI417VR	[492-BDHS]	1015
PalmRest	Palmrest, No Security, WWAN, Thunderbolt™4, Aluminum	GEYFH1T	[346-BJKS]	55
Protect your new PC	No anti-virus software	GD4K19S	[650-AAAM]	1014
Operating System Recovery Options	OS-Windows Media Not Included	GLA9OQ1	[620-AALW]	200013
Power Cord	E4 Power Cord 1M for US	GC90V4B	[537-BBDO]	20
Placemat	Quick setup guide Laptop	G7U41EW	[340-DFWW]	60
Documentation	Safety/Environment and Regulatory Guide (English/French Multi-language)	G7RB0GY	[340-AGIK]	21
ENERGY STAR	ENERGY STAR Qualified	G6J34SM	[387-BBLW]	122
FGA Module	No FGA	NOFGA	[817-8BBB]	572
Non-Microsoft Application Software	No Additional Software	G\$5JHOE	[658-BFOH]	1003
Packaging	Mix Model Ship, 65W, Laptop	GIV68KN	[340-DLCS]	465
Processor Branding	Intel® Core™ i7 EVO non-Vpro Processor Label	GLHR5P3	[389-EDDV]	749
Transportation from ODM to region	Standard Shipment (VS)	G1IR983	[800-BBQK]	200080

EAN/UPC Labels	No UPC Label	G8WGTYN	[389-BCGW]	292
Windows AutoPilot	No AutoPilot	GYEO2AP	[340-CKSZ]	291
EPEAT 2018	EPEAT 2018 Registered (Gold)	GBU8CHM	[379-BDZB]	200331
Dell Endpoint Security	Crowdstrike Endpoint Prot Ent,Prevent Insight,EDR XDR,Device Ctrl,ThreatGraph,Essential Support 1yr	GECBXJ0	[634-CCLH]	200465
Chassis Options	Aluminum Chassis for 5G WWAN Laptop	G5YE1OR	[321-BJFH]	116
Intel Responsiveness Technologies	Intel Responsiveness Technologies Driver	G6PF3OM	[409-BCWW]	707
Resource Media	No Resource USB Media	G5KFAU6	[430-XXYG]	50
Service	3Y ProSupport Next Business Day Onsite with In-Region HW-SW Support	GP0D2Y4	[804-2167] [804-2173] [804-2174] [989-3449]	29

s005p7780usr Precision 7780	1	\$8,547.55
Premier Discount		\$4,017.35
		\$4,530.20

Module	Description	Product Code	Sku	ID
Base	Dell Mobile Precision Workstation 7780 BTX	G0VPFEW	[210-BGNY]	1
Processor	Intel® Core™ i9-13950HX vPro® (36 MB cache, 24 cores, 32 threads, up to 5.5 GHz, 55 W)	GKCAS0V	[379-BFCV]	146
Operating System	Windows 11 Pro, English, Brazilian Portuguese, French, Spanish	GA762ER	[619-ARSE]	11
Office Productivity Software	No Microsoft Office License included	GC70FJV	[658-BCSB]	1002
Chassis Options	Intel Core i9-13950HX, 36MB Cache, 32 Threads, 24 Cores (8P+16E) up to 5.5GHz, 55w, vPro	GL4IEZ8	[329-BJGB]	149
Video Card	NVIDIA RTX™ 4000 Ada 12GB GDDR6	GMWUB1H	[490-BJFG]	6
Display	17" FHD 1920x1080 WVA, 60Hz, anti-glare, non-touch, 99% DCI-P3, 500 nits, IR Camera, with Mic	G6S8IXQ	[391-BHNT]	760
Camera	FHD/IR Camera, ExpressSign-In, Intelligent privacy, Camera Shutter, Mic	G0FNEZ5	[319-BBIX]	379
Memory	64GB, 1x64GB 5200MT/s CAMM, non-ECC	GBIW6XS	[370-BBCG]	3
Hard Drive	1 TB, M.2 2280, Gen 4 PCle NVMe, SSD	G6AHEB1	[400-BPJD]	8
Keyboard	English US backlit keyboard with numeric keypad, 99-key	GA6KDNO	[583-BHBG]	4
PalmRest	Contacted Smartcard only, no NFC reader, no Fingerprint reader	G89TF47	[346-BJSF]	55

Wireless	Intel® Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth® wireless card	GF9TP6I	[555-8HLT]	19
Mobile Broadband	No Mobile Broadband Card	GR957IY	[556-BBCD]	114
Primary Battery	6 Cell, 93 Wh, Lithium Ion Polymer	G7ST0Q6	[451-BDDW]	112
Power Supply	240W Power Adapter	GPVNLS5	[492-BDGP]	1015
Systems Management	Intel vPro Enterprise Technology Enabled	GZIB7V6	[631-BBCZ]	49
ENERGY STAR	ENERGY STAR Qualified	G1CNA0R	[387-BBQJ]	122
EPEAT 2018	EPEAT 2018 Registered (Gold)	GBU8CHM	[379-BDZB]	200331
Windows AutoPilot	No AutoPilot	GYEOZAP	[340-CKSZ]	291
Power Cord	E5 Power cord 1M US	GBSC2GX	[450-ALLF]	20
Documentation	Safety and Regulatory Documents English, French, Dutch	GDJVQ4P	[340-AGIK]	21
Mouse	No Mouse	G8043UZ	[570-AADK]	12
Wireless Driver	Intel AX211 WLAN driver	GPSYD1C	[555-BJLC]	7
EAN/UPC Label	POD Label	GAX83SM	[389-EDJB]	292
Packaging	Min Model 240W BTS	GTLA2NS	[340-DJRS]	465
FGA Module	7780_1HFY24_005/US/BTS	FG0010	[998-GDXW]	572
Processor Label	Intel® Core™ i9 vPro Enterprise Label	GJU49X8	[389-EDDK]	749
Dell Application Software	Dell Additional Software	GCUA4G1	[658-BFPP]	1003
Back Cover	No SSD door, Smartcard slot only	G0CMG5B	[354-BBGV]	376
Setup and Features Guides	Quick Setup Guide for Mobile Precision 7780	GYABDZ6	[340-DJQJ]	60
Operating System Recovery Options	OS-Windows Media Not Included	GLA9OQ1	[620-AALW]	200013
Protect your new PC	No anti-virus software	GD4K19S	[650-AAAM]	1014
Raid Connectivity	NO RAID	G0UXYJZ	[780-BBFE]	1009
Additional Hard Drive	No Additional Hard Drive	GBAK075	[401-AAGM]	637
3rd Hard Drive	No Additional Hard Drive	GBAK075	[401-AAGM]	54
4th Hard Drive	No Additional Hard Drive	GBAK075	[401-AAGM]	51
Service	3Y ProSupport Next Business Day Onsite with In-Region HW-SW Support	GG0\$2BL	[823-3810] [823-3822] [823-3832] [989-3449]	29
Transportation from ODM to region	BTS Shipment	GAJROGO	[800-BBGG]	200080
Intel Responsiveness Technologies	Intel® Rapid Storage Technology Driver	GQHX8OB	[409-BCXJ]	707

Non Taxable Amount	\$22,838.20
eQuote Subtotal	\$22,838.20
Shipping*	\$0.00
Shipping Discount*	\$0.00
Tax*	\$0.00
Environmental Disposal Fee*	\$0.00

eQuote Total* \$22,838.20

*The eQuote total, including applicable taxes and additional fees, may be viewable online.

Let's connect.





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Subscription Customers: If your order includes a recurring billing subscription, you authorize Dell to charge your payment method on file on a recurring basis. You may opt out of automatic renewal or update payment information at any time through the web portal used to manage your subscription. Offer specific subscription terms for details (Commercial; Consumer).



RESOLUTION NO.:	230181	٠
PRESENTED:	JUN 1 2 2023	
ADOPTED:	JUN 1 2 2023	

BY THE CITY ADMINISTRATOR:

RESOLUTION AUTHORIZING THE FLINT POLICE DEPARTMENT TO TO UTIZIZE THE ARAPA ALLOCATION TO FUND PAL PROGRAMS FOCUSED ON YOUTH ENRICHMENT.

WHEREAS, The City of Flint Police Department has the PAL Program (Police Activities League) has a goal of trying to reach as many children as possible between the ages of six (6) and 17 to have a positive impact on them and offer an alternative to the street life that they often turn to when not embracing "hope" in their lives. Nationwide, the PAL acronym stands for "Police Activities League"

WHEREAS The ARPA allocation will be utilized to establish programs and partner with other organizations focused on Youth Enrichment.

WHEREAS, according to adopted Resolution #220464 1, the ARPA allocation plan allocates \$250,000.00 for the PAL Program.

Funding is to come from the	e following account(s):	
Account Number	Account Name/ Grant Code	Amount
287-305.701-801.800	PAL FUSDT-CSLFRF	\$250,000 00
The second of th	FY2023 TOTAL	\$250,000.00

IT IS RESOLVED that the Proper City Officials are hereby authorized to do all things necessary to utilize ARPA to fund PAL programs in the amount not to exceed \$250,000, for a 2-year period June 1, 2023-June 1 2025. Or until funds are exhausted.

APPROVED AS TO FORM:	APPROVED AS TO FINANCE:
Walaum Ren: May 23, 1923 16 15 (DT)	And Magor
William Kim, City Attorney	Jane Mager, Acting Chief Financial Officer
FOR THE CITY OF FLINT:	APPROVED BY CITY COUNCIL:
CLYDE D EDWARDS	
Clyde Edwards, City Administrator	U



	RESOLU	JTION STAFF REVIEW FO	RM	
TODAY'S DAT	TE: 05/19/2023			
BID/PROPOS	SAL#:			
AGENDA ITEI		THORIZING THE CITY OF FLIN FUND PAL PROGRAMS FOCU		
PREPARED B	Y: Candice Smith - Police	Department		
VENDOR NA	ME:			
BACKGROUN	ND/SUMMARY OF PROPO	SED ACTION:		
utilized to es	stablish programs and part	or PAL is "Police Activities Leating ther with other organizations NO IF NO, PLEASE EXP	focused on Youth	Enrichment.
			Grant Code	Amount
Dept. Police	Name of Account Professional Services	Account Number 287-305.701-801.800	FUSDT-CSLFRF	\$250,000.00
Tonce	[[[(I d d d d d d d d d d d d d d d d d d			
		FY-23 GRANI) TOTAL	\$250,000.00
ACCOUNT WILL YOU OTHER IMP			□ NO ⊠	S-1023

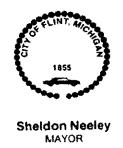
Flint City Council Proposed ARPA Allocation Plan

		Council Proposed Allocation with Remaining Funds	Community Grants
Neighborho	od Improvement		
HB-02	Neighborhood Clean Up	2,210,000 00	1,210,000 00
HB-03	Alternative Uses for Vacant Lots	250,000 00	500,000 00
HB-04	Homeowner Education	50,000 00	50,000 00
HB-05	Home Repair & Improvement Grants	5,000,000 00	5,000,000 00
HB-06	Community Development Gap Financing Improve Parks and Community Centers (Moved from	1,400,000 00	1,400,000 00
PH-02	Public Health)	4,825,000.00	1,500,000.00
	aborhood Improvement	13,735,000 00	9,660,000 00
Economic	Development		
ED-02	Loans to Businesses	375,000 00	
ED-03	Clean-up Buick City	3,250,000.00	
ED-04	Property Disposition	175,000 00	
ED-05	Improve Technology For Economic Development	600,000 00	
ED-06	Oak Business Center	875,000 00	
ED-06	Business Grants Covid Recovery	500,000.00	500,000 00
	Youth Job Training	2,500,000.00	2,500,000.00
Total Ecor	nomic Development	8,275,000 00	3,000,000 00
Public Saf		~ ^ ^	
PS-01	Hiring Bonuses (Police and Fire)	0 00	
PS-02	Police Training	100,000 00	
PS-03	Purchase 20 Cameras	200,000 00	
	Purchase 15 Vehicles for Detective Bureau (Moved to	2.22	
PS-04	Revenue Replacement)	0000	
PS-05	Witness Protection Program Clear Cold Cases in Conjunction with Detroit Crime	300,000 00	
PS-06	Commission (Moved to Revenue Replacement) Add 500 streelights, Replace 2000 Lights With LED	0.00	
PS-07	Bulbs	2,800,000.00	
PS-08	PAL Pilot Project (500 children)	250,000.00	
PS-09	Pilot for Dispute Resolution	250,000.00	1,000,000.00
PS-10	Gun Bounty	0 00	
PS-11	Speed Humps (Moved to Revenue Replacement)	0 00	
PS-12	Third Party Review of 911 Response to City Calls	0.00	
	Secured Lot for City Employees, including Police	70,000.00	
Total Put	olic Safety	3,970,000.00	1,000,000.00
Public He	ealth and Youth Development		
	Food Access and Food System Support (Ex. Food		4 000 000 00
PH-04	Pantries, Urban Gardens)	1,000,000 00	1,000,000.00
PH-05	Mental Health Referrals and Services and Support	1,000,000.00	1,000,000.00
	Homelessness	500,000.00	
	Water Affordability Project	250,000.00	
	f Youth Wellness (education, leadership, recreation)	500,000.00	
proposed	Health Care Access, Equity & Research	2,000,000.00	
Total Pu	blic Health	5,250,000.00	4,500,000 00

10/26/2022 Page 1 of 2

Flint City Council Proposed ARPA Allocation Plan

		Council Proposed Allocation with Remaining Funds	Community Grants
Infrastruct		400 000 00	
	Water Main Miller Road	400,000.00	^ ^^
Total Infra	structure	400,000 00	0 00
Revenue	Replacement		
	·	13,142 188.00	
	Speed Humps (74 570 spent) (Moved from Public Safety)	125,430 00	
	Sidewalk Repair	2,000,000 00	
	City Public Health Office (moved from Public Health & Youth C	425,000 00 .	
	Excavator (moved from Infrastructure)	320,000 00	
	Dump Truck (moved from infrastructure)	150,000 00	
	Skid Steer (moved from Infrastructure)	140,000 00	
	Renovate Council Chambers	500,000 00	
	Additional Fire Department Equipment	1 000,000 00	
	Ward Priorities (30,000/Ward)	270,000 00	
	Clear Cold Cases in Conjunction with Detroit Crime		
PS-06	Commission (Moved from Public Safety)	350,000 00	
	Purchase Vehicles for Detective Bureau (Moved from		
PS-04	Public Safety)	450,000.00	
HB-09	Removal of City Owned Trees (Moved from Neighborhood In	2,000,000.00	
Total Re	venue Replacement	20,872,618 00	0 00
Continge	nocy.		
Commiga	Future Reserves	5,000,000.00	
Total Co	ntingency	5,000,000 00	0 00
Premiun	n Pav		
1 107111011	Premium Pay	0 00	
Total Pro	emium Pay	0 00	0 00
Adminis	tration		
		2,849,350.00	
Total Ac	Immistration	2,849,350.00	0 00
Grand 1	Fotals	\$ 60,351,968.00	\$ 18,160,000.00



FLINT POLICE DEPARTMENT City of Flint, Michigan



FLINT POLICE DEPARTMENT PAL PROGRAM BUDGET PROPOSAL

Personnel:	Budget:		
Program Instructors	\$50,000		
Staffing	\$35,000		
Miscellaneous	\$15,000		
Equipment/Software:			
Laptops Desk Tops	\$\$15,000		
Office Equipment	\$\$25,000		
Program Essentials	\$50,000		
General Expenses:			
Building Maintenance	\$25,000		
Program fees event sponsorships	\$25,000		
PAL Van maintenance	\$10.000		
Total Expenses:	\$250,000		





RESOLUTION NO.:	
PRESENTED:	AUG 23 2023
ADOPTED:	

Proposal #23000542

BY THE CITY ADMINISTRATOR:

ADDROVED ACTO FORM.

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:	APPROVED AS TO FINANCE:
William Kim (Jul 19, 2023 09:25 EDT)	Jane Mager (Jul 2f, 2023 09:33 EDT)
William Kim, City Attorney	Jane Mager, Acting Chief Financial Officer
FOR THE CITY OF FLINT: CLydo D. Edwards	APPROVED BY CITY COUNCIL:
Clyde Edwards, City Administrator	
APPROVED AS TO PURCHASING:	
Instante Mundy	
Christopher Mumby, Interim Purchasing	Manager



RESOLUTION STAFF REVIEW FORM

	RESULUTION STA	AFF REVIEW FURIVI		
TODAY'S	DATE: 07/14/2023			
BID/PRO	POSAL# 23000542			
	ITEM TITLE: Resolution to Michigan Fencolice Department.	e Company for an 8-gaug	e black cha	ain link fence
PREPARE	D BY Angela Amerman Finance/Police De	partment		
VENDOR	NAME: Michigan Fence Company			
BACKGR	DUND/SUMMARY OF PROPOSED ACTION	ł:		
	Police Department solicited proposals for e and department vehicle parking.	rencing to secure the pai	rking lots s	urrounding
	AL IMPLICATIONS: ED EXPENDITURE? YES NO IF I	NO, PLEASE EXPLAIN:		
Dept.	Name of Account	Account Number	Grant Gode	Amount
Police	ARPA- Building Additions & Improve	287-305.701-976.000		\$50,118.20

		FY23/24 GRAND T	OTAL	\$50,118.20
PRE-EN	ICUMBERED? YES X NO			New York Control of the Control of t
ACCOU	INTING APPROVAL: Angela Amerma (Jul 17, 2023)	3 <u>M</u> 15:13 EDT)	Date:	



WILL YOUR DEPARTMENT NEED.	A CONTRACT? YES 🛛 NO 🗌
(If yes, please indicate how many years fo	or the contract) 1 YEARS
WHEN APPLICABLE, IF MORE THAN ONE BUDGET YEAR: (This will depend on the s	(1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH term of the bid proposal)
BUDGET YEAR 1	
BUDGET YEAR 2	
BUDGET YEAR 3	
OTHER IMPLICATIONS (i.e., collective ba	rgaining):
STAFF RECOMMENDATION: (PLEASE SEE	LECT): X APPROVED NOT APPROVED
DEPARTMENT HEAD SIGNATURE:	ـــــــــــــــــــــــــــــــــــــ
	(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

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 <u>HARD COPY</u> with the original signature (signed documents) must be received by <u>Thursday</u>, <u>June 15</u>, 2023 by 2:30 P.M. (EST), City of Flint, Finance Department Division of Purchases and <u>Supplies</u>, 1101 S. Saginaw St., Room 203, Flint, MI, 48502. Bids must be in a sealed envelope clearly identifying the proposal name and proposal number.
- Electronic Copy, please email to <u>PurchasingBids@cityofflint.com</u> by Thursday, June 15, 2023 by 2:30
 P.M. (EST). Pease 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.

<u>Bid Opening Due Date – Thursday, June 15, 2023 at 2:30 P.M.</u>
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 <u>purchasingbids@cityofflint.com</u>.

Sincerely,

faith

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 such provision. relation to the entire Agreement of purpose the
- 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
- 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 MAJURE: 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 and 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, I - 5/8" SS20 top rail and 7-gauge bottom tension wire. Install one (l) 28' x 72" high cantilever gate on 4" Sch40 roller posts with nylon rollers. Install one (l) commercial gate operator with heater, safety edge, loop detectors and one (l) 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 (l) keypad. Adjust and install new guide rollers for gate.

Labor & Material

\$22,168.00

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

Labor & Material

<u>\$19,342.00</u>

TOTAL

<u>\$71,374.00</u>

FLINT CITY HALL 1101 S. SAGINAW ST, FLINT, MI, 48502

Parking Lot: Furnish and install approximately 734 feet of 72" high 9-guage 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.

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
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WBENC

City of Flint Water Service Center April 28, 2023 - Revised Page Two

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 my 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







Flint, MI 48507

Fax: (810) 235-9348

March 17, 2023 - Revised

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

Chain Link Fence & Gate Repairs RE.

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-guage 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
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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



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 STATE

embezzlement, theft, fraudulent schemes, etc. or any other offense indicating a lack 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 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 safety and health rules.	obtaining, or uch contract
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 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 safety and health rules.	
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 N/A List any documented violations of federal or state labor laws, regulations or standards, or safety and health rules. 	
7. List any documented violations of federal or state labor laws, regulations or standards, or safety and health rules.	
safety and health rules.	
N/A	occupational
<u>N/A</u>	

❖ EXHIBIT D – LIST OF REFERENCES: (3) SIMILAR SCOPE OF WORK FROMTHE 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	<u>e</u>				
Contact Person:			_Title:		
Address: One Energy Plaza					
City: <u>Jackson</u>	······································	_State:	MI	Zip: _	49201
Telephone: <u>517-788-1001</u>	Fax: _				
Email: supplychain@cmsenergy.com					
Type of Project: <u>maintain a 5-year Statewide cor</u>	ntract fo	the pas	st 25+	years fo	or all services for fence
gates and operators.		······		A. 14 M. 14 V. 17 T. 18 M.	
Project Timeline (Dates): Ongoing	Budg	et:			
Reference #2:					
Company/Municipality: <u>Lurvey Construction</u>	w.m 1.2.2000			······································	
Contact Person: David Lurvey			Title	: <u>Presi</u>	dent & CEO
Address: 601 S. Grand Traverse Street					
City: Flint		State	: <u>MI</u>	Zip:	48502
Telephone: 810-391-2908	Fax:	810-3	91-29	86	
Email: dlurvey@dwlurvey.com					
Type of Project: <u>numerous projects over th</u>	ne past 1	5+ years	s includ	ding Bei	rkley Place Apts, Gene
Health Systems, Georgia Manor and current con	tract for	The Gra	nd on	Univer	sity
	· · · · · · · · · · · · · · · · · · ·				
Project Timeline (Dates): Ongoing	Bud	get:			

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

Reference #3:	
Company/Municipality: Mundy Township	
Contact Person: Tonya Ketzler	Title: <u>Supervisor</u>
Address: 3478 Mundy Avenue	
City: Swartz Creek	State: <u>Ml</u> Zip: <u>48473</u>
Telephone: 810-655-4631	Fax: 810-655-6621
Email: tonya.ketzler@mundytwp-mi.gov	
Type of Project: Chain link fence, gates and in	stall park benches, picnic tables and trash receptacles
Project 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

MICHI28

ACORD

CERTIFICATE OF LIABILITY INSURANCE

OP ID: KR

DATE (MIM/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.

MEPORTANT: If the certificate politic is an ADDITIONAL INSURED, the policy/fee) must have ADDITIONAL INSURED, providence of he and applicated.

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191492	RED				NEURER A : Emcasco Insurance Company				21415			
Vic	higan Fence Company Inc. 059 W Hill Rd				HEURE	O. H. J.	idianice Co	ill Pattres	21413			
Film	t, MI 48507				PRURE		~ 					
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								PERSONAL & ADV INJURY \$	1,000,000			
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								Ded	500			
Add res	cription of operations / Locations / Vehic ditional insureds as required by v pects general liability.				ule, may b	e attached if mor	e spece la requir					
CE	RTIFICATE HOLDER				CAN	CELLATION						
	City of Flint 1101 8 Saginaw St Flint, MI 48502			FLINT01	THE	EXPIRATION	I DATE TH	PESCRIBED POLICIES BE CANCE EREOF, NOTICE WILL BE I BY PROVISIONS.	ELLED BEFORE DELIVERED IN			
	riini, mi 46902				AUTHO	RIZED REPRESE	NTATIVE	******	· ·····			
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ACORD 25 (2016/03)

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❖ EXHIBIT F - NON-BIDDER'S RESPONSE

	AME:
	NON-BIDDER'S RESPONSE
in ascertainin firm is not re	se of facilitating your firm's response to our invitation to bid, the City of Flint is interested by reasons for prospective bidder's failure to respond to "Invitations to Bid". If your sponding to this bid, please indicate the reason(s) by checking any appropriate item(s) turn this form to the above address.
We are <i>not</i> re	esponding to this "Invitation to Bid" for the following reason(s):
- throng and the same and the s	Items or materials requested not manufactured by us or not available to our company
-18-18-18-18-18-18-18-18-18-18-18-18-18-	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:



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

(Representative Signature)

Date

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

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	AUG	Ζ,	}	2023
PRESENTED:			•	

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:	APPROVED AS TO FINANCE: January Janua		
William Kim, Chief Legal Officer	Jane Mager, Acting Chief Financial Officer		
FOR THE CITY OF FLINT: <u>CLYDE D EDWARDS</u> CLYDE D EDWARDS CLYDE D EDWARDS (Aug 17, 2023 12 24 607)	APPROVED BY CITY COUNCIL:		
Clyde Edwards, City Administrator	, City Council President		



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

	INESOLO I I	ON STATE NEVIEW IC	VI/IVI	
TODAY'S	DATE: 08/01/2023			
BID/PRO	POSAL#			
AGENDA	ITEM TITLE: EDWARD BYRNE M	EMORIAL JUSTICE ASSISTA	ANCE GRANT (JAC	i)
PREPARE	D BY: Angela Amerman – Financ	ce/Police Department		
VENDOR	NAME: Department of Justice			
BACKGRO	OUND/SUMMARY OF PROPOSED	O ACTION:		
Departm jurisdiction	e Department is requesting the a ent of Justice for the purpose of onal grant. This is a three-year gr ows for overtime initiatives, educ ent.	participating with other prant funded by the Depart	olice agencies in temperature. Find the second seco	the multi- unding from this
FINANCIAL IMPLICATIONS: None BUDGETED EXPENDITURE? YES X NO IF NO, PLEASE EXPLAIN:				
Dept.	Name of Account	Account Number	Grant Gode	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 GRAN	D TOTAL	\$93,064.00
PRE-ENCUMBERED? YES NO X REQUISITION NO: Angela Amerman Angela Amerman Angela Amerman Angela Amerman (Aug 15, 2023 16:51 EDT) Date: WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO X (If yes, please indicate how many years for the contract) YEARS				
	PPLICABLE, IF MORE THAN ONE YEAR: (This will depend on the t	* *		INT FOR EACH

BUDGET YEAR 1



CITY OF FLINT

BUDGET YEAR 2	
BUDGET YEAR 3	
OTHER IMPLICATIONS (i.e., collective bargaining):	
STAFF RECOMMENDATION: (PLEASE SELECT): X APPRO	VED NOT APPROVED
DEPARTMENT HEAD SIGNATURE: Terence Green (Aug 16, 2023 16 28 ED) (Terence Green)	n, 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:

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

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.

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	Chairperson Ellen Ellenbug	
City of Burton	Genesee County Board of Commissione	
Mayor Sheldon Neely	Supervisor Jolena Sims	
City of Flint	Charter Township of Mount Morris	
Supervisor Karyn Miller		
Charter Township of Flint		



FLINT POLICE DEPARTMENT City of Flint, Michigan



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.

Item Description	Cost/Units	Total cost
Advanced Police Training	\$100/officer	\$10,000
Technology/equipment: 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