

# **City of Flint, Michigan**

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



## **Meeting Agenda – FINAL**

**Wednesday, August 9, 2023**

**5:00 PM**

**POST-DRAFT Agenda Includes Reso No. 230279**

**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

### 230211 Ritz Safety Supplies/Speed Humps

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

### 230226 Award/ARPA Funds/Flint Homeowners Assistance

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

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

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

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

Resolution resolving that the Proper City Officials are hereby authorized to enter into change order #1 with Priority Waste LLC, for two more years beyond the original approved amount. This contract will be for the period ending June 30, 2028 in the amount not to exceed \$26,889,631.20 (and an aggregate amount of \$46,616,378.40: \$6,722,407.80 pending adoption of the FY25 budget; \$6,722,407.80 pending adoption of the FY26 budget; \$6,722,407.80 pending adoption of the FY27 budget; \$6,722,407.80 pending adoption of the FY28 budget. This agreement also comes with optional five (5), one year contract extensions increasing annually 3%. The acceptance of this agreement is contingent upon acceptance of a grant from The Recycling Partnership, Inc. and a grant from EGLE.

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

Resolution resolving that [with regard to the City of Flint's Brownfield Redevelopment Authority Brownfield Plan for a Flint Commerce Center Project]: Definitions - Where used in this Resolution, the terms set forth below shall have the following meaning unless the context clearly requires otherwise: "Eligible Activities or "eligible activity" shall have the meaning described in Act 381. "Eligible Property" means the property designated in the Plan as the Eligible Property, as described in Act 381. "Plan" means the Plan prepared by the Authority, as transmitted to the City Council by the Authority for approval, copies of which Plan are on file in the office of the City Clerk. "Taxing Jurisdiction" shall mean each unit of government levying an ad valorem property tax on the Eligible Property. (1) Public Purpose. The City Council hereby determines that the Plan constitutes a public purpose. (2) Best Interest of the Public. The City Council hereby determines that it is in the best interests of the public to promote the revitalization of environmentally distressed areas in the City to proceed with the Plan. (3) Review Considerations. As required by Act 381, the City Council has in reviewing the Plan taken into account the following considerations: [i] Portions of the property designated in the Plan meets the definition of Eligible Property, as described in Act 381, including consideration of the criteria of "blighted" as defined in Act 381; [ii] The Plan meets the requirements set forth in section 13 of Act 381. [iii] The proposed method of financing the costs of eligible activities is feasible and the Authority has the ability to arrange the financing. [iv] The costs of eligible activities proposed are reasonable and necessary to carry out the purposes of Act 381. [v] The amount of captured taxable value estimated to result from adoption of the Plan is reasonable. (4) Approval and Adoption of Plan. The Plan as submitted by the Authority is hereby approved and adopted. A copy of the Plan

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

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

Resolution resolving that the appropriate City Officials are authorized to do all things necessary to provide funding to Mott Community College, amend the FY24 budget, and appropriate funding for revenue and expenditures in future fiscal years, for as long as funds are available from the funder. Funds will be paid from the American Rescue Plan Act fund (287). Before funds are spent, the City of Flint's ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury final rules. [NOTE: The Administration recommends funding up to \$10,0000 for Mott Community College to provide Homeowner Education Classes for City of Flint residents.]

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

Resolution resolving that the appropriate City Officials are authorized to do all things necessary to provide funding to Habitat for Humanity, amend the FY24 budget, and appropriate funding for revenue and expenditures in future fiscal

years, for as long as funds are available from the funder. Funds will be paid from the American Rescue Plan Act fund (287). Before funds are spent, the City of Flint's ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury final rules. [NOTE: The Administration recommends \$25,000 for Habitat for Humanity to continue to provide down payment assistance resources to City of Flint residents.]

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

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

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

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

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

Resolution resolving that the appropriate City Officials are authorized to do all things necessary to provide funding to The Disability Network, amend the FY24 budget, and appropriate funding for revenue and expenditures in future fiscal years, for as long as funds are available from the funder. Funds will be paid from the American Rescue Plan Act fund (287). Before funds are spent, the City of Flint's ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury final rules. [NOTE: The Administration recommends funding up to \$250,000 for The Disability Network to continue to provide accessibility modification home improvement resources to City of Flint residents.]

**230254**      Contract/ARPA Fund Utilization/Pandemic Impact on Housing for Flint

## Homeowners/GCARD/Home Repair

Resolution resolving that the appropriate City Officials are authorized to do all things necessary to provide funding to GCCARD, amend the FY24 budget, and appropriate funding for revenue and expenditures in future fiscal years, for as long as funds are available from the funder. Funds will be paid from the American Rescue Plan Act fund (287). Before funds are spent, the City of Flint's ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury final rules. [NOTE: The Administration recommends funding up to \$850,000 for GCCARD to continue to provide home repair and improvement resources to City of Flint residents.]

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

Resolution resolving that the appropriate City Officials are authorized to do all things necessary to provide funding to Metro Community Development, amend the FY24 budget, and appropriate funding for revenue and expenditures in future fiscal years, for as long as funds are available from the funder. Funds will be paid from the American Rescue Plan Act fund (287). Before funds are spent, the City of Flint's ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury final rules. [NOTE: The Administration recommends funding up to \$1,550,000 for Metro Community Development to provide home repair and improvement resources to City of Flint residents.]

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

Resolution resolving that the appropriate City Officials are authorized to do all things necessary to provide funding to Habitat for Humanity, amend the FY24 budget, and appropriate funding for revenue and expenditures in future fiscal years, for as long as funds are available from the funder. Funds will be paid from the American Rescue Plan Act fund (287). Before funds are spent, the City of Flint's ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury final rules. [NOTE: The Administration recommends funding up to \$1,550,000 for Habitat for Humanity to continue to provide home repair and improvement resources to City of Flint residents.]

**230257** CO#/Contract/Trio Paint/Flooring, Painting, Window Treatments, and Abatement Services/Police Department

Resolution resolving that the proper City Officials are authorized to enter into a change order with Trio Paint for flooring, painting, window treatments and abatement services, for an additional \$13,838.00 for an aggregate total of \$738,838.00.

**230258** CO#1/Contract/Seven Brothers Painting, Inc./Elevated Water Tower Rehabilitation Program

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

**230259** JCI Jones Chemicals/Sodium Hydroxide 25%NSF

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

**230260** JCI Jones Chemicals/Sodium Hypochlorite

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

**230261** Onix Networking Corporation/Professional Services and Licensing/GMAIL and Google Apps

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

**230262** Deere Credit, Inc./Equipment Leases

Resolution resolving that the Division of Purchases and Supplies is authorized to issue a Purchase Order to Deere Credit, Inc. for Fleet leased heavy equipment during FY24 (07/01/23 - 06/30/24) in an amount not to exceed \$118,687.48.

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

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

**230264** Pomp's Tire Service, Inc./Tires, Tire Repairs and Miscellaneous Tire Services

Resolution resolving that the appropriate City Officials are authorized to do all things necessary to enter into a contract with Pomp's Tire Service, Inc. for tires,

tire repairs, and miscellaneous tire services for the FY24 amount of \$130,000.00 and FY25 amount of \$130,000.00, pending adoption of the FY25 budget, for a total of \$260,000.00.

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

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

**230266** Navistar Capital/Equipment Leases

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

**230267** National Cooperative Leasing/Equipment Leases

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

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

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

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

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

**230270** MacQueen Equipment/Street Sweepers

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



\$1,593,890.00.

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

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

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

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

## **SPECIAL ORDERS/DISCUSSION ITEMS**

- 230248** Special Order/Brownfield Development Plan/Flint Commerce Center

A Special Order as requested by 3rd Ward Councilmember Quincy Murphy to allow for a discussion about the Brownfield Development Plan for a Flint Commerce Center, to include representatives from Ashley Capital and RACER Trust.

## **ADJOURNMENT**



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

PRESENTED: JUL 19 2023

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

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO RITZ SAFETY SUPPLIES FOR SPEED HUMPS**

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

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

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

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

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

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

**APPROVED AS TO FORM:**

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

William Kim  
Chief Legal Officer

**APPROVED AS TO FINANCE:**

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

Jane Mager  
Acting Chief Finance Officer

**FOR THE CITY OF FLINT:**

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

Clyde Edwards, City Administrator

**APPROVED BY CITY COUNCIL:**

**APPROVED AS TO PURCHASING:**

Christopher Mumby

Christopher Mumby, Interim Purchasing Manager



## CITY OF FLINT

### RESOLUTION STAFF REVIEW FORM

**TODAY'S DATE:** July 6, 2023

**BID/PROPOSAL#**

**AGENDA ITEM TITLE:** Speed humps and signs

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

**VENDOR NAME:** Ritz Safety

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

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

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

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

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

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

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

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

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

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

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



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

## QUOTATION

### Order Number

2935791

### Order Date

6/6/2023 15:20:34

### Page

1 of 1

Quote Expires On 7/6/2023

### Bill To:

CITY OF FLINT  
PO BOX 246  
FLINT, MI 48501-0246

### Ship To:

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

Customer ID 44625

Requested By: Mr. ROD MCGAHA

PO Number SPEED HUMP QUOTE			Ship Route UPS		Taker MORGAN JOHNSON				
Ln	Item ID	Item Description	Disposition	Ordered	UOM	Unit Size	Unit Price	Extended Price	
1	NTSW17130HI	30x30 High Intensity Speed Hump Sign		2.00	EA	1.0	81.00	162.00	
2	NTSW17130HIMOD	30X30 High Intensity Speed Hump Ahead		2.00	EA	1.0	81.00	162.00	
see quote 19159									
3	RUBFRKSH36C	Speed Hump Center Module 36"X24		8.00	EA	1.0	115.85	926.80	
5	RUBFRKSH36E	Speed Hump End Module 36"X24"		2.00	EA	1.0	115.85	231.70	
6	RUBRKSH1836HWK	Hardware Kit for RK36 Speed Humps		10.00	EA	1.0	19.79	197.90	
Hardware Kit - RKS-18 & RKSH-36: lag bolt 3/8" x 5" (x4), washer 3/8" x 1" (x4), plastic anchors (x4), dual connector (dog bone) (x1)									

Total Lines: 5

**SUB-TOTAL:** 1,680.40

**TAX:** 0.00

Total Freight In: 0.00

Total Freight Out: 1,665.00

**TOTAL FREIGHT:** 1,665.00

**AMOUNT DUE:** 3,345.40

U.S. Dollars

Signature \_\_\_\_\_

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

Restocking fees may apply.

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

### Dispositions

B = Backorder

H = Hold

S = Special

D = Drop Ship

C = Cancel

T = Transfer

P = Production

M = Make

All products & services are subject to Ritz Safety Terms and Conditions. Please visit [www.ritzsafety.com](http://www.ritzsafety.com) or refer to our current catalog.



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

PRESENTED: JUL 19 2023

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

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

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

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

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

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

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

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

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

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

**For the City:**

CLYDE D EDWARDS

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

**Clyde D. Edwards, City Administrator**

**For the City Council:**

**Approved as to Form:**

William Kim

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

**William Kim, City Attorney**

**Approved as to Finance:**

Jane Mager

Jane Mager (Jul 19, 2023 08:26 EDT)

**Jane Mager, acting Chief Financial Officer**

## **RESOLUTION STAFF REVIEW**

**Date:** July 17, 2023

**Agenda Item Title:**

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

**Prepared by:**

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

**Background/Summary of Proposed Action:**

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

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

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

**Financial Implications:**

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

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

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


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

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

**Requisition #:** \_\_\_\_\_

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

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

**APPROVAL**   
Emily Doerr (Jul 18 2023 18:28 EDT)

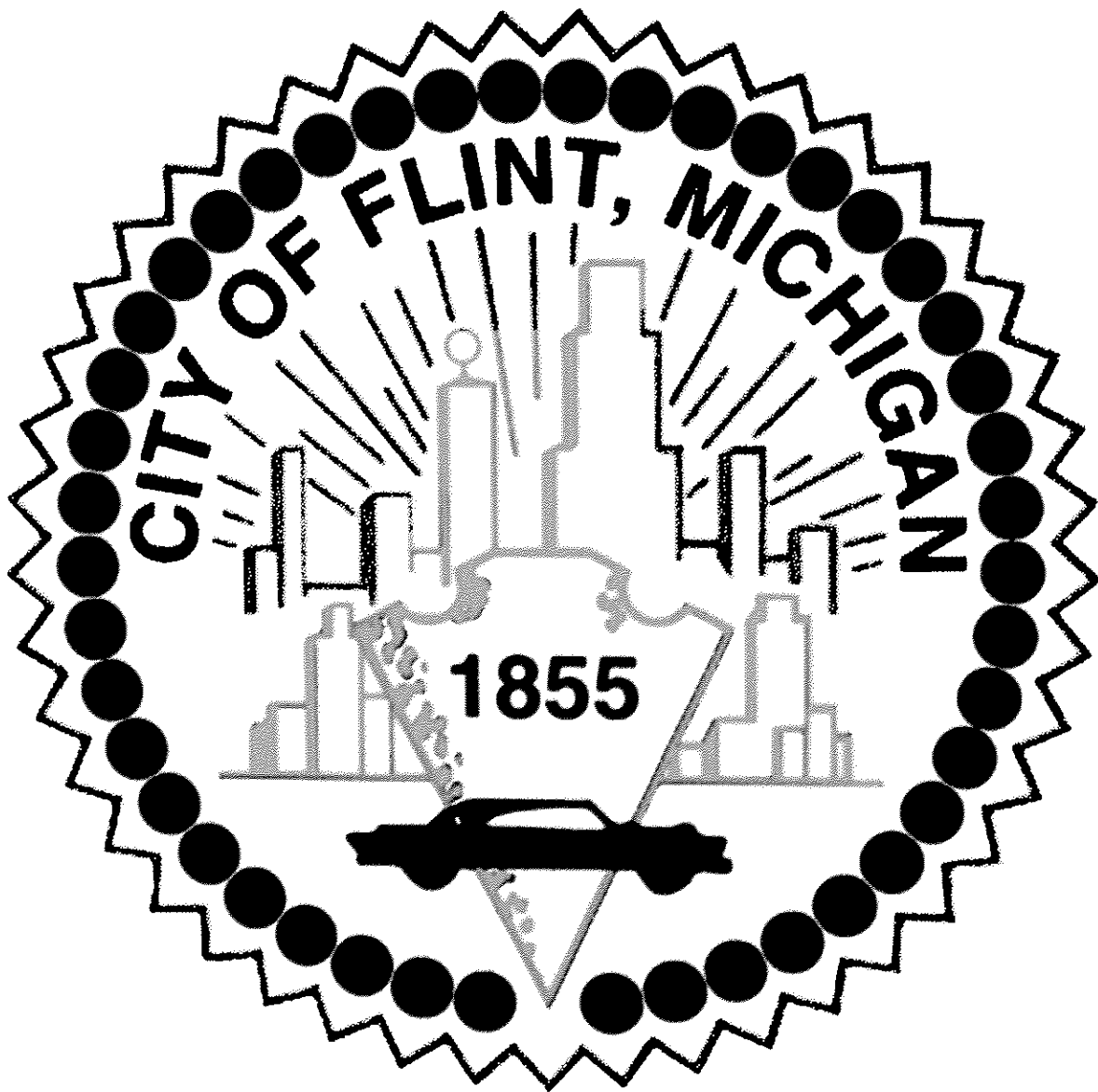
**Emily Doerr, Director, Planning and Development**



### **ARPA CAC Review Process**

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

# Flint ARPA Community Grant Program Portal Application Questions



# Project Overview Questions

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

## Project Overview

Use this section to explain your project.

### Project Description \*

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

### Is this a new or existing project? \*

Please select one of the choices below:

### Geographic Area \*

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

Select or search options

### COVID-19 Minority Population Impact \*

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

### Other Plans, Investments, or Opportunities \*

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

### Project Duration \*

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

### Sustainability \*

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

### Funding \*

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

### Matching Funds \*

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

# Partner Organization Questions

## Partner Organizations




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

You can change this list after the project is awarded.

### List of Planned Partners

 Create

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

Save & Continue

 Create

#### Organization Name

#### Organization Size

#### Organization Tax ID

#### Organization's Role with the Project

#### Organization's Proposed Commitment

Submit

# Budget Questions

Budget



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

Project Budget

Create

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

Save & Continue

Create

Name

Budget category

Description

Amount requested

Contributions from other sources (including your own organization)

Submit

# Key Performance Indicators Questions

## Key Performance Indicators



How will you measure the success of this project?

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

Outputs - Amount of service produced by the project.

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

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

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

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

## Key Performance Indicators

+ Create

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



Create

Name

Type

Year 1 Estimate

Year 2 Estimate

Year 3 Estimate

Submit

# Optional Document Upload Questions

## Optional Document Upload



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

Please upload your documents here if needed.

Add File

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

Save & Continue

# Certification and Submission Questions

## Certification and Submission



By submitting this application, you affirm the following statements:

### Subject to Public Records Disclosure \*

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

☒ No ☐ Yes

### False or Misleading Information \*

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

☒ No ☐ Yes

### Federal Program Compliance \*

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

☒ No ☐ Yes

### General Information and Support Documentation \*

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

☒ No ☐ Yes

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

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

☒ No ☐ Yes

### No Prior Assistance for the Same Expenses \*

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

☒ No ☐ Yes

### Federal, State, and Local Taxes \*

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

☒ No ☐ Yes

### Submission Confirmation \*

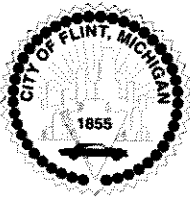
Type your name to confirm submission.

Submit



# Project Evaluation Rubric

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



230233

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

PRESENTED: JUL 24 2023

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

Proposal #23000502

**BY THE CITY ADMINISTRATOR:**

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

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

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

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

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

**APPROVED AS TO FORM:**

  
William Kim (Jul 14, 2023 09:33 EDT)

**William Kim, City Attorney**

**APPROVED AS TO FINANCE:**

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

**Jane Mager, Acting Chief Financial Officer**

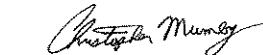
**FOR THE CITY OF FLINT:**

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

**Clyde Edwards, City Administrator**

**APPROVED BY CITY COUNCIL:**

**APPROVED AS TO PURCHASING:**



**Christopher Mumby, Interim Purchasing Manager**





## CITY OF FLINT

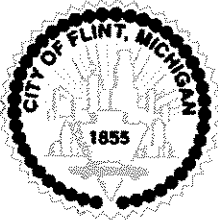
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WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: *(This will depend on the term of the bid proposal)*

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

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

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



PROPOSAL #23000502

BY THE CITY ADMINISTRATOR:

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

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

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

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

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

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


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

APPROVED AS TO FORM:

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

William Kim, City Attorney

APPROVED AS TO FINANCE:

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

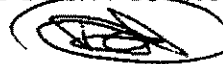
Robert J.F. Widigan, Chief Financial Officer

FOR THE CITY OF FLINT:

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

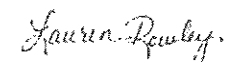
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:



FEB 27 2023

APPROVED AS TO PURCHASING:



Lauren Rowley, Purchasing Manager



## CITY OF FLINT

### RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 01/31/2023

BID/PROPOSAL#: 23-502

AGENDA ITEM TITLE: Towing & Storage

PREPARED BY: Candice Smith - Police Department

VENDOR NAME: Complete Towing

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

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

**FINANCIAL IMPLICATIONS:**

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

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

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

ACCOUNTING APPROVAL: Candice Smith Date: \_\_\_\_\_  
Jan 11 2023 10:15:57

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☒

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

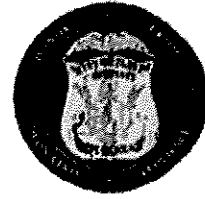
STAFF RECOMMENDATION: (PLEASE SELECT): ☒ APPROVED ☐ NOT APPROVED

DEPARTMENT HEAD SIGNATURE: Terence Green  
Terence Green Jan 11 2023 10:15:57  
(Terence Green – Chief of Police)



**Sheldon Neeley**  
Mayor

**FLINT POLICE DEPARTMENT**  
CITY OF FLINT MICHIGAN



**Terence Green**  
Chief of Police

**MEMORANDUM**

**TO:** Lauren Rowley, Purchasing

**DATE:** January 31, 2022

**FROM:** Terence Green, Chief of Police *tg*

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

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

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

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

*Terence Green*

Terence Green (Jan 31, 2022 10:31 EST)

**Terence Green**  
Chief of Police

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

230239



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

PRESENTED: JUL 24 2023

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

Proposal 21000592

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO PRIORITY WASTE LLC FOR WASTE COLLECTION SERVICES**

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

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


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

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

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

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

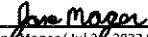
APPROVED AS TO FORM:

  
 William Kim (Jul 24, 2023 12:52 EDT)  
 William Kim  
 Chief Legal Officer

FOR THE CITY OF FLINT:

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

APPROVED AS TO FINANCE:

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

APPROVED BY CITY COUNCIL:



**APPROVED AS TO PURCHASING:**

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

---

Christopher Mumby, Interim Purchasing Manager



## CITY OF FLINT

### STAFF REVIEW FORM

**TODAY'S DATE:** July 20, 2023

**BID/PROPOSAL#** 21-592

**AGENDA ITEM TITLE:** Extension of the waste collection contract

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

**VENDOR NAME:** Priority Waste

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

The City of Flint has been preliminarily awarded two grants for City of Flint residents for the procurement and distribution of recycling and trash carts, educational materials and outreach efforts. To support the implementation of a cart program, the contract with Priority Waste, LLC will need to be amended to support this cart program. Priority Waste has agreed to extend the current contract until September 30, 2028 (with five (5) one year options to extend) and will lock in the pricing at the third year rate from June 30, 2024 through June 30, 2028. After that date, 3% increases will happen annually in fiscal years 29 – 33. In comparison, by keeping the flat rate, the total cost for FY25-28 will save the City of Flint over \$2.2 million dollars.

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

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

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

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

**ACCOUNTING APPROVAL:** Kathryn Neumann Kathryn Neumann (Jul 20, 2023 15:49 EDT) **Date:** \_\_\_\_\_

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

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

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

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



230225.1

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

PRESENTED: AUG - 9 2023

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

**Resolution Approving City of Flint Brownfield Redevelopment Authority Brownfield Plan for Ashley Capital's Flint Commerce Center project**

On July 28, 1997, the Flint City Council adopted a resolution establishing the Brownfield Redevelopment Authority ("Authority") of the City of Flint pursuant to the Brownfield Redevelopment Financing Act 381 of the Public Acts ("Act") of 1996, to promote the revitalization, redevelopment, and reuse of certain blighted, tax reverted and functionally obsolete properties. Under Act 381, the Authority is authorized to develop and propose for adoption by City Council a brownfield plan for one (1) or more parcels of eligible property.

Pursuant to the resolution establishing the Authority and the bylaws of the Authority, the Authority has submitted a proposed brownfield plan for the Flint Commerce Center (the "Plan"). The required notice of the public hearing on the proposed Plan was given in accordance with Section 13 of Act 381, and such hearing held by City Council on August 14, 2023.

Once approved, the brownfield plan will allow for the reimbursement of eligible project expenses from the additional tax revenue realized as a result of the redevelopment. The reimbursement can occur over the life of the plan which is normally 30 years. The eligible reimbursable expenses are estimated at around \$72M.

**IT IS RESOLVED, THAT:**

Definitions. Where used in this Resolution, the terms set forth below shall have the following meaning unless the context clearly requires otherwise:

"Eligible Activities or "eligible activity" shall have the meaning described in Act 381.

"Eligible Property" means the property designated in the Plan as the Eligible Property, as described in Act 381.

"Plan" means the Plan prepared by the Authority, as transmitted to the City Council by the Authority for approval, copies of which Plan are on file in the office of the City Clerk.

"Taxing Jurisdiction" shall mean each unit of government levying an ad valorem property tax on the Eligible Property.

1. Public Purpose. The City Council hereby determines that the Plan constitutes a public purpose.

2. Best Interest of the Public. The City Council hereby determines that it is in the best interests of the public to promote the revitalization of environmentally distressed areas in the City to proceed with the Plan.
3. Review Considerations. As required by Act 381, the City Council has in reviewing the Plan taken into account the following considerations:
  - i. Portions of the property designated in the Plan meets the definition of Eligible Property, as described in Act 381, including consideration of the criteria of "blighted" as defined in Act 381;
  - ii. The Plan meets the requirements set forth in section 13 of Act 381.
  - iii. The proposed method of financing the costs of eligible activities is feasible and the Authority has the ability to arrange the financing.
  - iv. The costs of eligible activities proposed are reasonable and necessary to carry out the purposes of Act 381.
  - v. The amount of captured taxable value estimated to result from adoption of the Plan is reasonable.
4. Approval and Adoption of Plan. The Plan as submitted by the Authority is hereby approved and adopted. A copy of the Plan and all amendments thereto shall be maintained on file in the City Clerk's office.
5. Establishment of Project Fund: Approval of Depositary. The Authority shall establish a separate fund for the Eligible Property subject to this Plan, which shall be kept in a depositary bank account or accounts in a bank or banks approved by the Treasurer of the City. All monies received by the Authority pursuant to the Plan shall be deposited in the Project Fund for the Eligible Property. All monies in the Project Fund and earnings thereon shall be used only in accordance with the Plan and Act 381.
6. Use of Monies in the Project Fund. The monies credited to the Project Fund and on hand therein from time to time shall be used annually to first make those payments authorized by and in accordance with the Plan and any development.
7. Payment of Tax Increment Revenues to Authority. The municipal and the county treasurers shall, as ad valorem and specific local taxes are collected for the Eligible Property, pay the Tax Increment Revenues to the Authority for deposit in the Project Fund. The payments shall be made not more than 30 days after the Tax Increment Revenues are collected.
8. Disclaimer. By adoption of this Resolution and approval of the Plan, the City assumes no obligation or liability to the owner, developer, lessee or lessor of the Eligible Property for any loss or damage that may result to such persons from the adoption of this Resolution and Plan. The City makes no guarantees or representations as to the

determinations of the appropriate state officials regarding the ability of the Authority to capture tax increment revenues from the State and local school district taxes for the Plan.

9. Repealer. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution shall be rescinded.

**FOR THE CITY:**

CLYDE D EDWARDS

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

**Clyde Edwards, City Administrator**

**FOR THE CITY COUNCIL:**

**Flint City Council**

**APPROVED AS TO FORM:**

William Kim

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

**William Kim, City Attorney**

**APPROVED AS TO FINANCE:**

Jane Mager

Jane Mager (Jul 14, 2023 16:20 EDT)

**Jane Mager, Interim Chief Finance Officer**



## CITY OF FLINT

### RESOLUTION STAFF REVIEW FORM

**TODAY'S DATE:** 7/12/23

**BID/PROPOSAL#** [REDACTED]

**AGENDA ITEM TITLE:** Ashley Capital - Flint Commerce Center Phase 2 Brownfield Plan

**PREPARED BY** [REDACTED] Emily Doerr, Director, Planning and Development  
(Please type name and Department)

**VENDOR NAME:**

#### BACKGROUND/SUMMARY OF PROPOSED ACTION:

This is a resolution for City Council to approve the Brownfield Plan from Ashley Capital and approved by the city's Brownfield Redevelopment Authority on June 2, 2023. This is for Phase 2 of their 274 acre Flint Commerce Center redevelopment which is on the former Buick City site which has sat vacant for more than 20 years; they are in the midst of Phase 1 right now with no tax incentives. Phase 2 includes 7 new construction, state-of-the-art light industrial / distribution buildings (approximately 3.5M square feet) with on-going environmental assessment and response activities performed by RACER Trust. New jobs anticipated between 2500-4000 based on averages from other Ashley Capital facilities. Site Preparation Work is planned for fall / winter 2023 with assumed project build-out timelines of a new building every 2 years, subject to market conditions.

The total investment is estimated at \$300M. Total eligible activities is \$72.5M including 15% contingency allowed by statute. This does not include the \$17M in city, county, and state funding – the total estimated cost of \$89.5M was reduced by this amount. The tax capture proposed to repay the upfront costs is only 80% for somewhere between 23-26 years.

The BRA-approved packet includes the Reimbursement Agreement.

**FINANCIAL IMPLICATIONS:** Because of the proposed 80/20 split, there will be new taxes collected by the City but the full amount will not be collected for up to 30 years until Brownfield Bridge Loan is repaid for upfront redevelopment costs that would otherwise make the project unfeasible.

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

Dept.	Name of Account	Account Number	Grant Code	Amount
		FY24 GRAND TOTAL		



## CITY OF FLINT

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PRE-ENCUMBERED? YES ☐ NO ☐ REQUISITION NO:

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

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☐

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

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

BUDGET YEAR 1

BUDGET YEAR 2

BUDGET YEAR 3

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

STAFF RECOMMENDATION: APPROVED

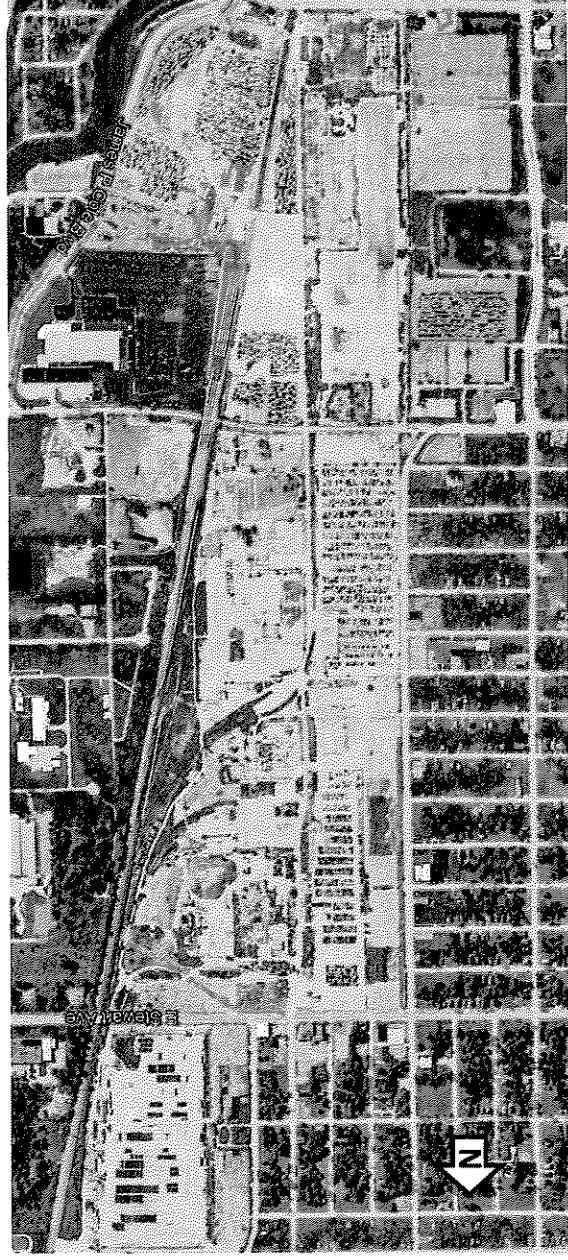
DEPARTMENT HEAD SIGNATURE:

Emily Doerr, Director, Planning and Development

Emily Doerr (Jul 14 2023 15:45 EDT)

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# Flint Commerce Center Brownfield Plan





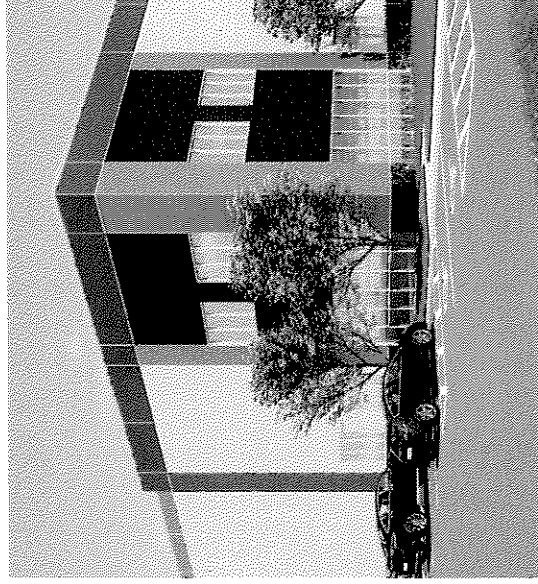
## Table of Contents

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

# AshleyCapital

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## Who is Ashley Capital?



### opportunity into value

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

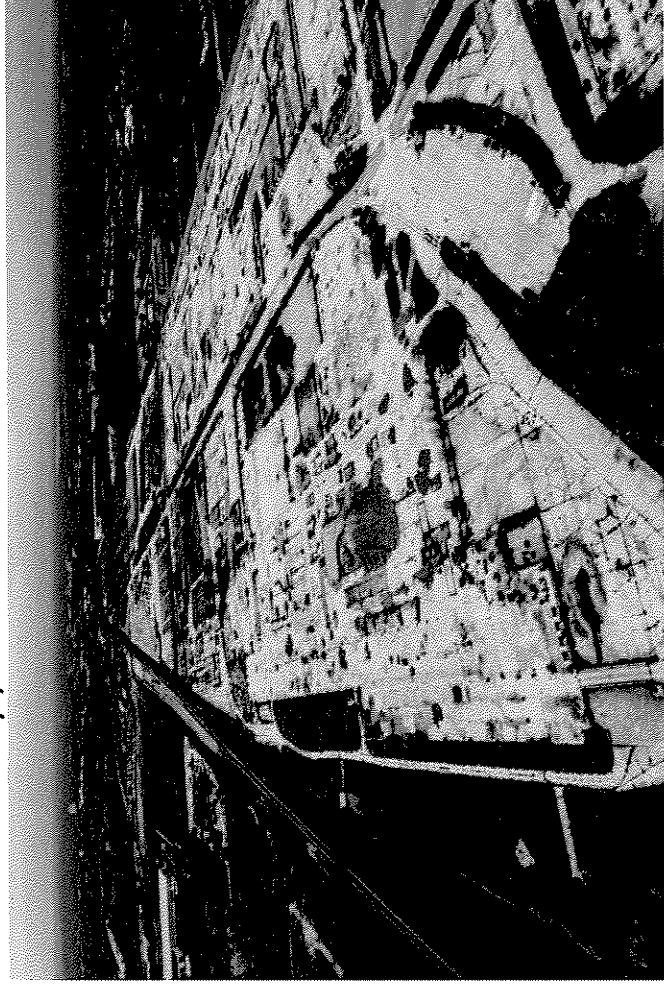
# *AshleyCapital*

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Flint Commerce Center (formerly Buick City)



Buick City (1984)



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

# AshleyCapital

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## Flint Commerce Center Project Overview for Brownfield Plan

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

## What is the RACER Trust?

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

# AshleyCapital

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## RACER Trust activities to date

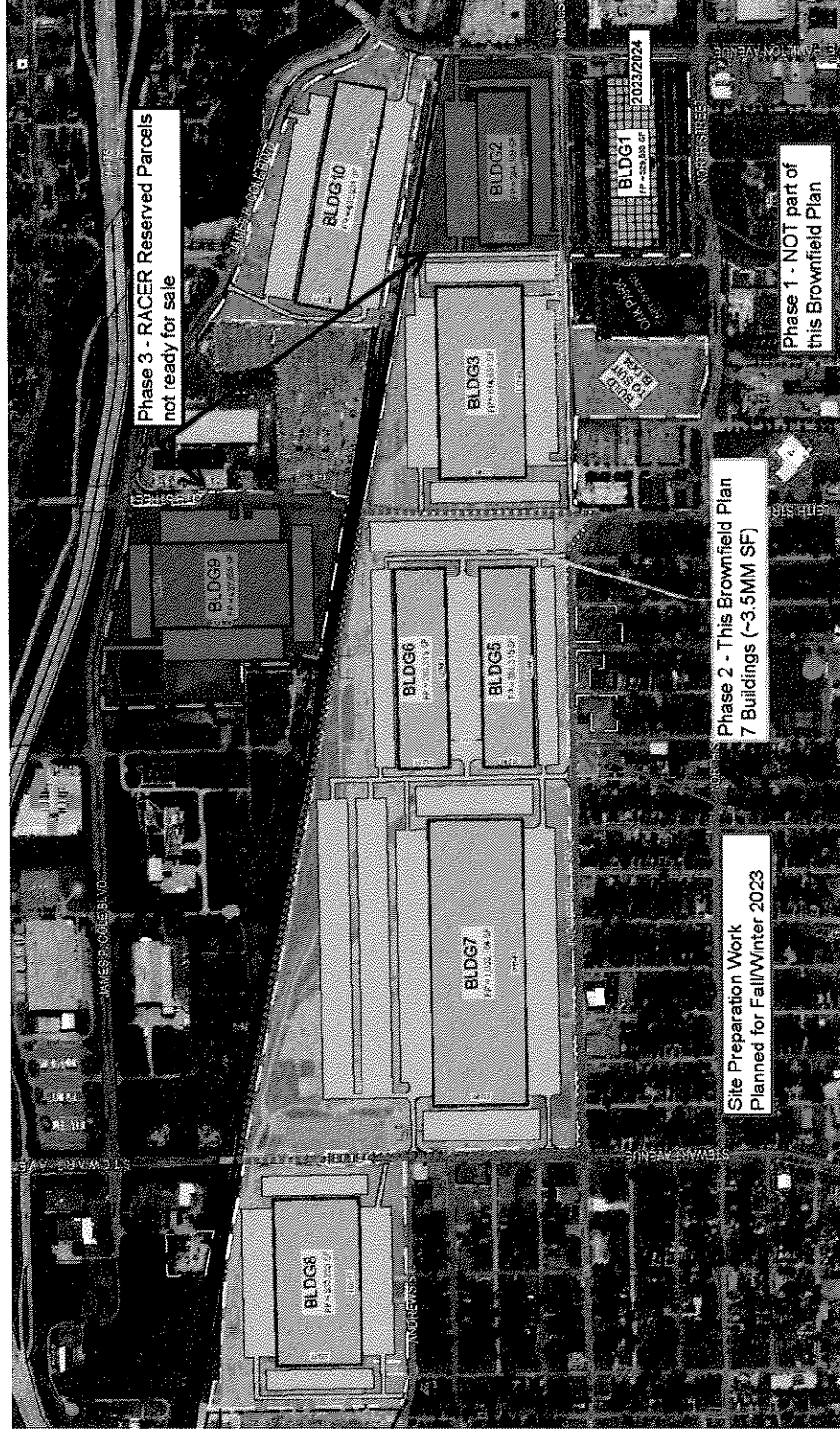
- Spent over \$29M on environmental assessment and environmental response activities.
- Collected and analyzed over 4,600 soil samples and 2,000 groundwater samples.
- Installed over 775 groundwater wells to better understand groundwater conditions.
- Excavated and disposed of 1,000 cubic yards of contaminated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

## Environmental Responsibilities: RACER Trust vs FCC

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

# AshleyCapital

## FCC Development Conceptual Site Plan





# AshleyCapital

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## Regulatory Oversight

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

## What is a Brownfield Plan?

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

## How TIF Works

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

## Summary of TIF Request

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

# AshleyCapital

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

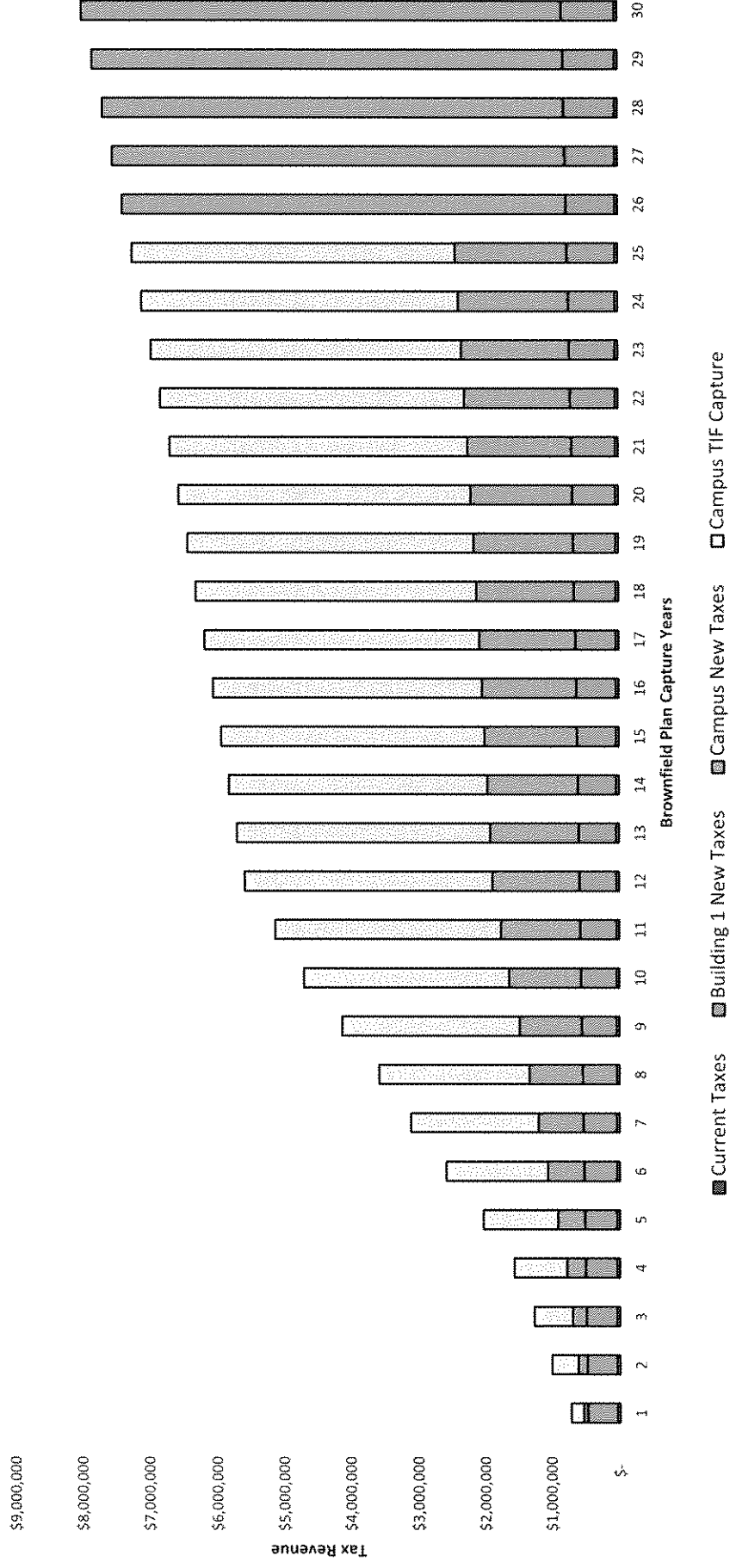
- Removal of existing slabs, foundations, and utilities.
- All new sewers will be constructed of chemically resistant materials and be sealed to prevent infiltration of contaminated groundwater.
- Replacing key RACER Trust groundwater testing wells destroyed during construction.
- Management of contaminated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

## Summary of New Taxes Generated by Development

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

# AshleyCapital

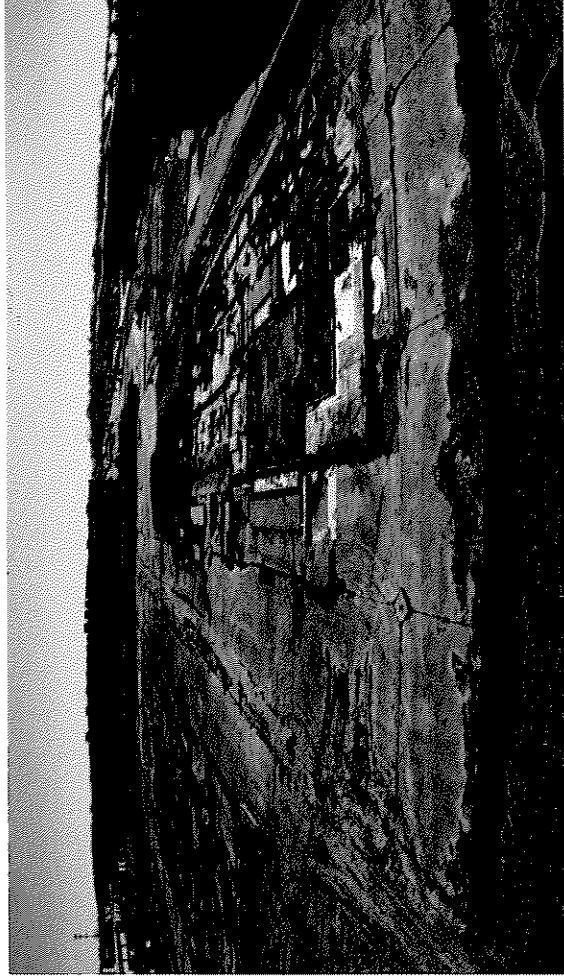
## Estimated Taxes Generated by Development



# ***AshleyCapital***

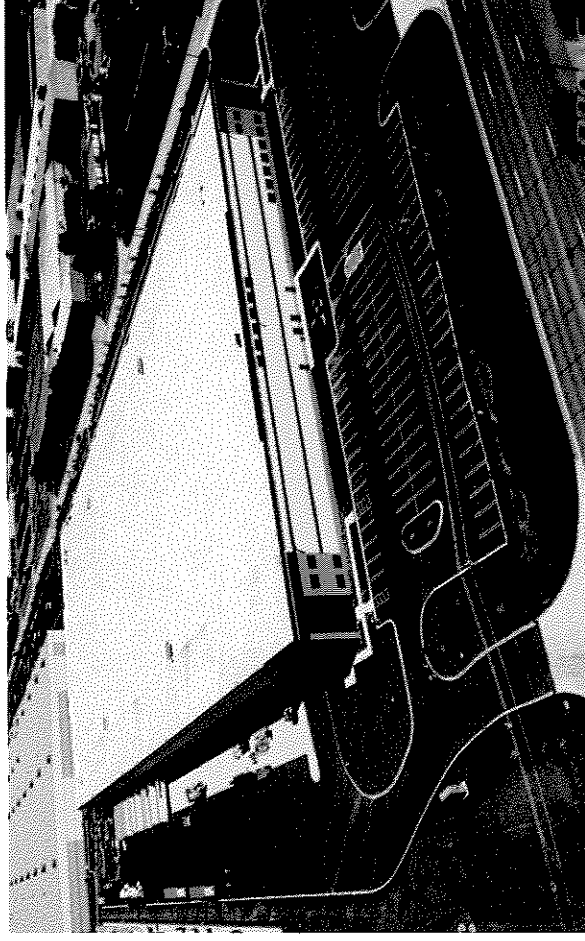
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Success Story working with RACER Trust in Livonia, Michigan  
Livonia West Commerce Center 2



March 2021

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



August 2022



***AshleyCapital***

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Thank you for your time

Questions can be emailed to: [flint@ashleycapital.com](mailto:flint@ashleycapital.com)

**CITY OF FLINT  
DEVELOPMENT AND REIMBURSEMENT AGREEMENT**

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

**RECITALS**

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

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

## **TERMS AND CONDITIONS**

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

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

### **3. Payments**

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

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

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

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

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

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

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

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

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

**10. Miscellaneous.**

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

If to FCC:

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

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

If to FBRA:

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

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

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

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

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

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

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

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

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

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

**FLINT COMMERCE CENTER, LLC**

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

By: \_\_\_\_\_

Susan Harvey

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

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

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

\_\_\_\_\_  
Notary Public

\_\_\_\_\_ County, \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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

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

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

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

\_\_\_\_\_  
Notary Public

\_\_\_\_\_ County, \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**CITY OF FLINT,**  
a Michigan municipal corporation

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

By: \_\_\_\_\_

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

By: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

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

\_\_\_\_\_  
Notary Public

\_\_\_\_\_ County, \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

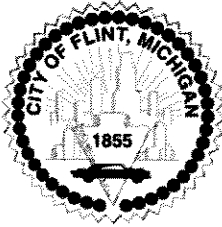


EXHIBIT A

Legal Description of Property

EXHIBIT B

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



RESOLUTION NO.: 230249

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 MOTT  
COMMUNITY COLLEGE FOR HOMEOWNER EDUCATION CLASSES**

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 \$10,000 for Mott Community College to provide Homeowner Education Classes for City of Flint residents. Funding is to come from the following account:

Account Number	Account Name / Grant Code	Amount
287-722.100-958.000	FUSDT-CSLFRF	\$10,000

**IT IS RESOLVED** that the appropriate City officials are authorized to do all things necessary to provide funding to Mott Community College, amend the FY24 budget, and appropriate funding for revenue and expenditures in future fiscal years, for as long as funds are available from the funder. Funds will be paid from the American Rescue Plan Act fund (287). Before funds are spent, the City of Flint’s ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury final rules.

**For the City:**

CLYDE D EDWARDS  
CLYDE D EDWARDS (Aug 3, 2023 16:03 EDT)

**Clyde D. Edwards, City Administrator**

**For the City Council:**

**Approved as to Form:**

William Kim  
William Kim (Aug 3, 2023 14:32 EDT)

**William Kim, City Attorney**

**Approved as to Finance:**

Jane Mager  
Jane Mager (Aug 3, 2023 14:34 EDT)

**Jane Mager, acting Chief Financial Officer**

## **RESOLUTION STAFF REVIEW**

**Date:** August 3, 2023

**Agenda Item Title:**

**RESOLUTION TO UTILIZE ARPA FUNDS TO RESPOND TO THE IMPACTS OF THE PANDEMIC ON HOUSING FOR FLINT HOMEOWNERS – CONTRACT WITH MOTT COMMUNITY COLLEGE FOR HOMEOWNER EDUCATION CLASSES**

**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. Finally working with Flint-based hardware stores will be encouraged.

**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:**

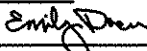
Project Type	Organization Name	Amount	Max per Household	Goal # Impacted
Homeowner Education Classes	Mott Community College	\$10,000	N/A	200

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

**Requisition #:** \_\_\_\_\_

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

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

**APPROVAL**   
Emily Doerr (Aug 3 2023 14:09 EDT)

**Emily Doerr, Director, Planning and Development**



230250

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:**

CLYDE D EDWARDS  
CLYDE D EDWARDS (Aug 3, 2023 16:03 EDT)

**Clyde D. Edwards, City Administrator**

**For the City Council:**

**Approved as to Form:**

William Kim  
William Kim (Aug 3, 2023 14:04 EDT)

**William Kim, City Attorney**

**Approved as to Finance:**

Jane Mager  
Jane Mager (Aug 3, 2023 14:05 EDT)

**Jane Mager, acting Chief Financial Officer**

## RESOLUTION STAFF REVIEW

**Date:** August 3, 2023

**Agenda Item Title:**

**RESOLUTION TO UTILIZE ARPA FUNDS TO RESPOND TO THE IMPACTS OF THE PANDEMIC ON HOUSING FOR FLINT HOMEOWNERS – CONTRACT WITH 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:**

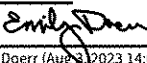
Project Type	Organization Name	Amount	Max per Household	Goal # Impacted
Down Payment Assistance	Habitat for Humanity	\$25,000	\$5,000	5

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

**Requisition #:** \_\_\_\_\_

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

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

**APPROVAL**   
Emily Doerr (Aug 3, 2023 14:04 EDT)

**Emily Doerr, Director, Planning and Development**



RESOLUTION NO.: 230251

PRESENTED: AUG - 9 2023

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

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

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

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

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

The administration recommends funding up to \$200,000 for Court Street Village to continue to provide roof replacement and home repair resources to city of Flint residents. Funding is to come from the following account:

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

**IT IS RESOLVED** that the appropriate City officials are authorized to do all things necessary to provide funding to Court Street Village, amend the FY24 budget, and appropriate funding for revenue and expenditures in future fiscal years, for as long as funds are available from the funder. Funds will be paid from the American Rescue Plan Act fund (287). Before funds are spent, the City of Flint’s ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury final rules.

**For the City:**

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

**Clyde D. Edwards, City Administrator**

**For the City Council:**

**Approved as to Form:**

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

**Approved as to Finance:**

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

## **RESOLUTION STAFF REVIEW**

**Date:** August 3, 2023

**Agenda Item Title:**

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

**Prepared by:**

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

**Background/Summary of Proposed Action:**

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

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

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

**Financial Implications:**

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

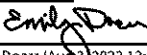
**Budgeted Expenditure:** Yes \_\_\_ No X **Please explain, if no:**

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

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

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

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

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

**Emily Doerr, Director, Planning and Development**





230252

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

PRESENTED: AUG - 9 2023

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

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

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

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

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

The administration recommends funding up to \$225,000 for Court Street Village to continue to provide home repair and improvement resources through The Paint Project to city of Flint residents. Funding is to come from the following account:

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

**IT IS RESOLVED** that the appropriate City officials are authorized to do all things necessary to provide funding to Court Street Village, amend the FY24 budget, and appropriate funding for revenue and expenditures in future fiscal years, for as long as funds are available from the funder. Funds will be paid from the American Rescue Plan Act fund (287). Before funds are spent, the City of Flint’s ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury final rules.

**For the City:**

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

**Clyde D. Edwards, City Administrator**

**For the City Council:**

**Approved as to Form:**

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

**Approved as to Finance:**

Jane Mager  
Jane Mager (Aug 9, 2023 14:02 EDT)  
**Jane Mager, acting Chief Financial Officer**

## **RESOLUTION STAFF REVIEW**

**Date:** August 2, 2023

**Agenda Item Title:**

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

**Prepared by:**

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

**Background/Summary of Proposed Action:**

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

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

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

**Financial Implications:**

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

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


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

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

**Requisition #:** \_\_\_\_\_

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

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

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

**Emily Doerr, Director, Planning and Development**



230253

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 DISABILITY NETWORK TO MAKE ACCESSIBILITY MODIFICATIONS FOR FLINT HOMEOWNERS**

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 \$250,000 for The Disability Network to continue to provide accessibility modification home improvement resources to city of Flint residents. Funding is to come from the following account:

Account Number	Account Name / Grant Code	Amount
287-721.200-801.000	FUSDT-CSLFRF	\$250,000

**IT IS RESOLVED** that the appropriate City officials are authorized to do all things necessary to provide funding to The Disability Network, amend the FY24 budget, and appropriate funding for revenue and expenditures in future fiscal years, for as long as funds are available from the funder. Funds will be paid from the American Rescue Plan Act fund (287). Before funds are spent, the City of Flint’s ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury final rules.

**For the City:**

CLYDE D EDWARDS

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

**Clyde D. Edwards, City Administrator**

**For the City Council:**

**Approved as to Form:**

William Kim

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

**William Kim, City Attorney**

**Approved as to Finance:**

Jane Mager

Jane Mager (Aug 3, 2023 14:01 EDT)

**Jane Mager, acting Chief Financial Officer**

## **RESOLUTION STAFF REVIEW**

**Date:** August 3, 2023

**Agenda Item Title:**

**RESOLUTION TO UTILIZE ARPA FUNDS TO RESPOND TO THE IMPACTS OF THE PANDEMIC ON HOUSING FOR FLINT HOMEOWNERS – CONTRACT WITH DISABILITY NETWORK TO MAKE ACCESSIBILITY MODIFICATIONS FOR FLINT HOMEOWNERS**

**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.

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

**Financial Implications:**

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

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

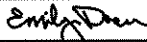
Project Type	Organization Name	Amount	Max per Household	Goal # Impacted
Assistance program for home accessibility to residents	The Disability Network	\$250,000	\$15,000	15

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

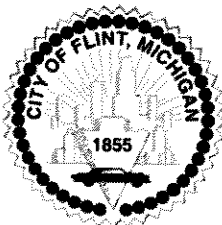
**Requisition #:** \_\_\_\_\_

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

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

**APPROVAL**   
Emily Doerr (Aug 3 2023 13:53 EDT)

**Emily Doerr, Director, Planning and Development**



230254

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 GCCARD TO PERFORM HOME REPAIR**

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

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

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

The administration recommends funding up to \$850,000 for GCCARD to continue to provide home repair and improvement resources to city of Flint residents. Funding is to come from the following account:

Account Number	Account Name / Grant Code	Amount
287-721.300-801.000	FUSDT-CSLFRF	\$850,000

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

**For the City:**CLYDE D EDWARDS

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

**Clyde D. Edwards, City Administrator****For the City Council:****Approved as to Form:**William Kim

William Kim (Aug 3, 2023 13:56 EDT)

**William Kim, City Attorney****Approved as to Finance:**Jane Mager

Jane Mager (Aug 3, 2023 14:01 EDT)

**Jane Mager, acting Chief Financial Officer**

## **RESOLUTION STAFF REVIEW**

**Date:** August 3, 2023

**Agenda Item Title:**

**RESOLUTION TO UTILIZE ARPA FUNDS TO RESPOND TO THE IMPACTS OF THE PANDEMIC ON HOUSING FOR FLINT HOMEOWNERS – CONTRACT WITH GCCARD TO PERFORM 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 at least one (1) year, be under 300% of the federal poverty level depending on their household size and be in good standing with the City of Flint (water bills and property taxes paid). Lower-income households will take priority over households with greater levels of income. Additionally, residents are encouraged to utilize the Michigan Homeowner Assistance Fund (MIHAF) to receive assistance with property taxes and water bills but they can also use ARPA funds (from the \$15,000 per household amount) to get into Good Standing.

**Financial Implications:**

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

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

Project Type	Organization Name	Amount	Max per Household	Goal # Impacted
Home Repair Grants to residents	GCCARD	\$850,000	\$15,000	51

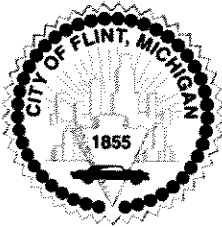
**Pre-encumbered:** Yes \_\_\_ No x

**Requisition #:** \_\_\_\_\_

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

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

  
**APPROVAL** \_\_\_\_\_  
Emily Doerr (Aug 3 2023 13:53 EDT)  
**Emily Doerr, Director, Planning and Development**



230255

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 METRO  
COMMUNITY DEVELOPMENT TO PERFORM HOME REPAIR**

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

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

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

The administration recommends funding up to \$1,550,000 for Metro Community Development to provide home repair and improvement resources to city of Flint residents. Funding is to come from the following account:

Account Number	Account Name / Grant Code	Amount
287-721.500-801.000	FUSDT-CSLFRF	\$1,550,000

**IT IS RESOLVED** that the appropriate City officials are authorized to do all things necessary to provide funding to Metro Community Development, amend the FY24 budget, and appropriate funding for revenue and expenditures in future fiscal years, for as long as funds are available from the funder. Funds will be paid from the American Rescue Plan Act fund (287). Before funds are spent, the City of Flint’s ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury final rules.

**For the City:**

CLYDE D EDWARDS

CLYDE D EDWARDS (Aug 3, 2023 16:01 EDT)

**Clyde D. Edwards, City Administrator**

**For the City Council:**

**Approved as to Form:**

William Kim  
William Kim (Aug 3, 2023 13:56 EDT)

**William Kim, City Attorney**

**Approved as to Finance:**

Jane Mager  
Jane Mager (Aug 9, 2023 14:01 EDT)

**Jane Mager, acting Chief Financial Officer**

## **RESOLUTION STAFF REVIEW**

**Date:** August 3, 2023

**Agenda Item Title:**

**RESOLUTION TO UTILIZE ARPA FUNDS TO RESPOND TO THE IMPACTS OF THE PANDEMIC ON HOUSING FOR FLINT HOMEOWNERS – CONTRACT WITH METRO TO PERFORM 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 at least one (1) year, be under 300% of the federal poverty level depending on their household size and be in good standing with the City of Flint (water bills and property taxes paid). Lower-income households will take priority over households with greater levels of income. Additionally, residents are encouraged to utilize the Michigan Homeowner Assistance Fund (MIHAF) to receive assistance with property taxes and water bills but they can also use ARPA funds (from the \$15,000 per household amount) to get into Good Standing.

**Financial Implications:**

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

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

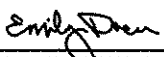
Project Type	Organization Name	Amount	Max per Household	Goal Impact
Home Repair Grants	Metro Community Development	\$1,550,000	\$15,000	93

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

**Requisition #:** \_\_\_\_\_

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

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

**APPROVAL**   
Emily Doerr (August 3, 2023 13:54 EDT)  
**Emily Doerr, Director, Planning and Development**





230256

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 TO PERFORM HOME REPAIR**

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

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

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

The administration recommends funding up to \$1,550,000 for Habitat for Humanity to continue to provide home repair and improvement resources to city of Flint residents. Funding is to come from the following account:

Account Number	Organization Name	Amount
287-721.400-801.000	FUSDT-CSLFRF	\$1,550,000

**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:**

CLYDE D EDWARDS  
CLYDE D EDWARDS (Aug 3, 2023 16:01 EDT)

**Clyde D. Edwards, City Administrator**

**For the City Council:**

**Approved as to Form:**

William Kim  
William Kim (Aug 3, 2023 13:56 EDT)

**William Kim, City Attorney**

**Approved as to Finance:**

Jane Mager  
Jane Mager (Aug 3, 2023 14:00 EDT)

**Jane Mager, acting Chief Financial Officer**

## **RESOLUTION STAFF REVIEW**

**Date:** August 3, 2023

**Agenda Item Title:**

**RESOLUTION TO UTILIZE ARPA FUNDS TO RESPOND TO THE IMPACTS OF THE PANDEMIC ON HOUSING FOR FLINT HOMEOWNERS – CONTRACT WITH HABITAT FOR HUMANITY TO PERFORM 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 at least one (1) year, be under 300% of the federal poverty level depending on their household size and be in good standing with the City of Flint (water bills and property taxes paid). Lower-income households will take priority over households with greater levels of income. Additionally, residents are encouraged to utilize the Michigan Homeowner Assistance Fund (MIHAF) to receive assistance with property taxes and water bills but they can also use ARPA funds (from the \$15,000 per household amount) to get into Good Standing.

**Financial Implications:**

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

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


Project Type	Organization Name	Amount	Max per Household	Goal # Impacted
City-wide Emergency Repair Program	Habitat for Humanity	\$1,550,000	\$15,000	93

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

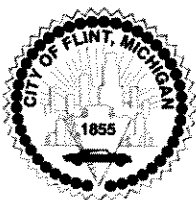
**Requisition #:** \_\_\_\_\_

**Other Implications:** Habitat has allocated all of its current CDBG home repair funds.

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

**APPROVAL**   
Emily Doerr (Aug 3 2023 13:54 EDT)

**Emily Doerr, Director, Planning and Development**



230257

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

PRESENTED: AUG - 9 2023

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

Proposal #23000507

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

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


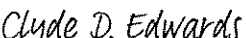

On September 26, 2022, City Council adopted resolution 220400 authorizing the three-year contract, in and annual amount not to exceed \$100,000 per year (FY23, FY24, and FY25) for each fiscal year.

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

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

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

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

**APPROVED AS TO FORM:**  
William Kim (Jul 25, 2023 16:11 EDT)**William Kim, City Attorney****APPROVED AS TO FINANCE:**  
Jane Mager (Jul 26, 2023 16:23 EDT)**Jane Mager, Acting Chief Financial Officer****FOR THE CITY OF FLINT:**  
Clyde D. Edwards (Jul 25, 2023 16:52 EDT)**Clyde Edwards, City Administrator****APPROVED BY CITY COUNCIL:****APPROVED AS TO PURCHASING:****Lauren Rowley, Purchasing Manager**



## CITY OF FLINT

### RESOLUTION STAFF REVIEW FORM

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

**BID/PROPOSAL#:**

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

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

**VENDOR NAME:** Trio Paint Company

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

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

**FINANCIAL IMPLICATIONS:** None

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

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

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

**ACCOUNTING APPROVAL:** Candice Smith  
Candice Smith (Jul 24, 2023 02:19 EDT) **Date:** \_\_\_\_\_

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

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

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

**DEPARTMENT HEAD SIGNATURE:** T. Green  
Terence Green (Jul 24, 2023 08:09 EDT)  
(Terence Green - Chief of Police)



**CITY OF FLINT  
OFFICE OF FINANCE**

August 17, 2022

**TO:** Lauren Rowley  
Purchasing Manager

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

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

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

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

/krm

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

**Email:** losborne@cityofflint.com



RESOLUTION NO.: 220400  
PRESENTED: SEP 21 2022  
ADOPTED: SEP 26 2022

PROPOSAL #23000507

BY THE CITY ADMINISTRATOR:

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

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

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

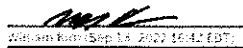
WHEREAS, the Facilities Maintenance Division is requesting an awarded contract to assist in various Facilities Maintenance projects as needed for FY23-FY25, as they are short-staffed and Trio is qualified to help with many projects such as painting, blind installations, carpet replacements, carpentry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

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

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

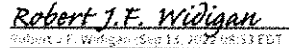
IT IS RESOLVED, that the Appropriate City Officials are hereby authorized to enter into a three-year contract with Trio Paint for FY23 (07/01/22-06/30/23), FY24 (07/01/23-06/30/24) and FY25 (07/01/24-06/30/25) for an annual amount not to exceed \$100,000.00 for each fiscal year.

APPROVED AS TO FORM:

  
William Kim (Sep 14, 2022 10:42 EDT)

William Kim, City Attorney

APPROVED AS TO FINANCE:

  
Robert J.F. Widigan (Sep 14, 2022 08:53 EDT)

Robert J.F Widigan, Chief Financial Officer


FOR THE CITY OF FLINT:

CLYDE D EDWARDS

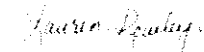
CLYDE D EDWARDS (Sep 13, 2022 17:11 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED BY  
CITY COUNCIL  
  
SEP 26 2022

APPROVED AS TO PURCHASING:



Lauren Rowley, Purchasing Manager



## CITY OF FLINT

### RESOLUTION STAFF REVIEW FORM

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

**BID/PROPOSAL#** P23000507

**AGENDA ITEM TITLE:** General contractor services

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

**VENDOR NAME:** Trio Paint

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

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

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

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

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

Dept.	Name of Account	Account Number	Grant Code	Amount
444	Public Improvement Fund	230.200-976.000		\$ 100,000.00
		<b>FY23 GRAND TOTAL</b>		<b>\$ 100,000.00</b>

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

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

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

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

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

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

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



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

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

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

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

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

**A SPECIAL NOTE FROM THE PURCHASING DIVISION**

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





RESOLUTION NO.:

230051

PRESENTED:

FEB 22 2023

ADOPTED:

FEB 27 2023

PROPOSAL #23000507

BY THE CITY ADMINISTRATOR:

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

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

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

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

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

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

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

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

APPROVED AS TO FORM:

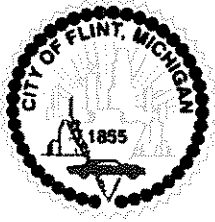
  
William Kim (Feb 15, 2023 09:03 EST)

William Kim, City Attorney

APPROVED AS TO FINANCE:

  
Jane Mager (Feb 16, 2023 09:05 EST)

Jane Mager, Deputy CFO



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

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

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

FOR THE CITY OF FLINT:

Clyde D. Edwards

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

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

[Signature]

FEB 27 2023

APPROVED AS TO PURCHASING:

Lauren Rowley

Lauren Rowley, Purchasing Manager

**STAFF REVIEW FORM**

**TODAY'S DATE:** 2/14/2023

**BID/PROPOSAL#**

**AGENDA ITEM TITLE: Remodel of two training rooms and two kitchens**

**PREPARED BY** Jasmine Green/ Fire Admin Dept.  
(Please type name and Department)

**VENDOR NAME:** Trio Paint

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

**The administration is requesting to use \$150,000.00 for the remodeling of Fire Station 1's two Training Rooms, the remodeling of Fire Station 3 and Fire Station 6 kitchens.**

**FINANCIAL IMPLICATIONS:**

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

Dept.	Name of Account	Account Number	Grant Code	Amount
		FY <sup>23</sup> GRAND TOTAL		\$150,000. <sup>00</sup>

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

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



## CITY OF FLINT

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

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

**BUDGET YEAR 1**

**BUDGET YEAR 2**

**BUDGET YEAR 3**

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

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

**DEPARTMENT HEAD SIGNATURE:**

A handwritten signature in black ink, appearing to read "S. W. G.", written over a horizontal line.

(PLEASE TYPE NAME/TITLE)

**DEPARTMENT HEAD MUST SIGN**

ATTN:  
Lee Osborne!



Fire P.O.



G-4172 S. Saginaw St. Burton MI. Ph. (810) 742-5491 Fax 810-339-6546 Triopaint.com

City of Flint - Fire Dept #1

1.4.23

Item Name	Product	Quantity	Price per Gallon	Extension
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Demo: 8x16 Tin Ceiling & NR ISO  
Approx 1,250 sq ft

Vent Blinds & Window Film

General Clean up & Moving

\$1,380

Abatement: 9x9 Floor tile Removal (CASE)  
Approx 1,250

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

\$4,790

Painting: Prep all Glazed Block & Vinyl walls

Boards Primer, Rust primer Caulking, Patching

P-1 P-2 Fire Ret 2 coats each  
Rusty Metal Hangers 36" x 4

\$4,475

Window Blinds: Chalk/Iron Grey 32 Blk trim

Qty 4 @ 80x90 ish, Installed

\$1,875



41172 S. Saginaw St. Burton MI. Ph. (810) 742-5491 Fax 810-339-6346 Triopaint.com

City of Flint Fire Station 1

1-4-23

Item Name

Project

Quantity

Price per Gallon

Extension

Flooring : Prep Floor smooth  
Prime/Seal 1 coat  
7240.07 Carpet Tile  
135 yds, 160<sup>sq</sup> ft Box  
Metal Trim as needed.

\$6,950

Ceiling : Install new 2x2 Grid system  
2x2 by Raven 7/8 Tee-jack  
6-8" x 40" soft white white wall  
Prep for Light Lay out? per

Lee Osborn

\$7,245<sup>00</sup>

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

City of  
Flint



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

File Station #3 Kitchen

1-23-23

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

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

Ceiling: 2x2, PVC Coated, New Snd.

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

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

Blinds: Solar shades 32

Mithrakh Built in Cabinets, Flooring upper.  
Stainless Top Build Design per Loc-0.

\$ 46,890

Grated.

City of  
Flint



G-4172 S. Saginaw St. Burton MI. Ph. (810) 742-3491 Fax 810-339-6546 Triopaint.com

Fire Station # 6 Kitchen 1-23-23

Item Name	Product	Quantity	Price per Gallon	Extension
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Demol: Ceiling, Cabinets, Base, Trim.  
Dials, Misc ETC.

Ceilings: 2X2, PVC Coated, New Grid

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

Flooring: LVT color: size TBD.

Blinds: Solar Shades 3%

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

# 48,675

Quoted





## CITY OF FLINT

### RESOLUTION STAFF REVIEW FORM

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

**BID/PROPOSAL#** P23000507

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

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

**VENDOR NAME:** Trio Paint

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

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

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

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

Dept.	Name of Account	Account Number	Grant Code	Amount
296	Other Grants Fund	752.161-801.000	PCSM-HSCI22	\$ 150,000.00
FY23 GRAND TOTAL				\$ 150,000.00

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

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

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

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

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

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

**DEPARTMENT HEAD SIGNATURE:** Lee Osborne

(Lee Osborne, Facilities Maintenance Operations Manager)



G-4172 S. Saginaw St. Burton MI. Ph. (810) 742-5491 Fax 810-339-6546  
Triopoint.com

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

**1-17-23**

**Scope of Job**

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

**Description of Work**

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

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

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

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



## CITY OF FLINT

### RESOLUTION STAFF REVIEW FORM

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

**BID/PROPOSAL#** P23000507

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

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

**VENDOR NAME:** Trio Paint

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

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

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

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

Dept.	Name of Account	Account Number	Grant Code	Amount
296	Other Grants Fund	752.121-801.000	PCSM-BSC122	\$ 99,408.00
287	ARPA	752.120-801.000	FUSDT-CSLFRF	\$25,592.00
FY23 GRAND TOTAL				\$ 125,000.00

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

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

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

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

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

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

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



G-4172 S. Saginaw St. Burton MI. Ph. (810) 742-5491 Fax 810-339-6546

City of Flint  
1101 S Saginaw  
Flint, MI  
48502

1-17-23

**Scope of Job**

- Brennan Center

**Description of Work**

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

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

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

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



## CITY OF FLINT

### RESOLUTION STAFF REVIEW FORM

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

**BID/PROPOSAL#** P23000507

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

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

**VENDOR NAME:** Trio Paint

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

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

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

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

Dept.	Name of Account	Account Number	Grant Code	Amount
287	ARPA Fund	101.464-930.100	FUSDT-CSLFRF	\$ 200,000.00
		<b>FY23 GRAND TOTAL</b>		<b>\$ 200,000.00</b>

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

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

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

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

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

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

**DEPARTMENT HEAD SIGNATURE:** Lee Osborne Lee Osborne (Jan 24, 2023 16:57 EST)  
(Lee Osborne, Facilities Maintenance Operations Manager)





G-4172 S. Saginaw St. Burton MI. Ph. (810) 742-5491 Fax 810-339-6546  
Triopaint.com

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

**1-17-23**

**Scope of Job**

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

**Description of Work**

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

- **Painting**

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

- **Bathrooms (qty 2)**

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

- **Millwork**

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

**Budgeted at \$172,000.00**

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



SHELDON NEELEY  
MAYOR

## CITY OF FLINT OFFICE OF FINANCE

August 17, 2022

**TO:** Lauren Rowley  
Purchasing Manager

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

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

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

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

/km

Signature: *lee osborne*  
lee osborne (Aug 17, 2022 10:23:07)

Email: [losborne@cityofflint.com](mailto:losborne@cityofflint.com)



RESOLUTION NO.: 220400

PRESENTED: SEP 21 2022

ADOPTED: SEP 26 2022

PROPOSAL #23000507

BY THE CITY ADMINISTRATOR:

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

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

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

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

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

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

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

APPROVED AS TO FORM:

William Kim  
William Kim, Sep 13 2022 10:41:00

William Kim, City Attorney

APPROVED AS TO FINANCE:

Robert J.F. Widigan  
Robert J.F. Widigan, Sep 13 2022 10:41:00

Robert J.F Widigan, Chief Financial Officer

FOR THE CITY OF FLINT:

Clyde D. Edwards

Clyde D. Edwards, Sep 13 2022 11:11:11

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED BY  
CITY COUNCIL  
SEP 26 2022

APPROVED AS TO PURCHASING:

Lauren Rowley

Lauren Rowley, Purchasing Manager



RESOLUTION NO.:

230258

PRESENTED:

AUG - 9 2023

ADOPTED:

PROPOSAL#21000508

BY THE CITY ADMINISTRATOR:

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

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


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

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

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

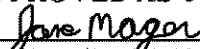
**IT IS RESOLVED** that the appropriate City Officials are to do all things necessary to enter into change order #1 with Seven Brothers Painting Inc., for the Elevated Water Tower Program, in a change order amount not to exceed \$15,300.00, with a total contract amount not to exceed \$554,800.00.

APPROVED AS TO FORM:

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

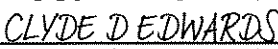
William Kim, City Attorney

APPROVED AS TO FINANCE:

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

Jane Mager, Acting Chief Financial Officer

FOR THE CITY OF FLINT:

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

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:



# CITY OF FLINT

## RESOLUTION STAFF REVIEW FORM

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

**BID/PROPOSAL#**

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

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

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

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

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

**FINANCIAL IMPLICATIONS:**

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

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

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

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

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

**DEPARTMENT HEAD SIGNATURE:** Scott Russell 7/31/23  
(PLEASE TYPE NAME, TITLE)





RESOLUTION NO.:

230259

PRESENTED:

AUG - 9 2023

ADOPTED:

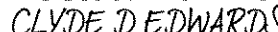
**BY THE CITY ADMINISTRATOR:****RESOLUTION TO JCI JONES CHEMICALS FOR SODIUM HYDROXIDE 25%NSF**

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

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

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

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

**APPROVED AS TO FORM:**  
William Kim (Aug 3, 2023 07:45 EDT)**William Kim, City Attorney****APPROVED AS TO FINANCE:**  
Jane Mager (Aug 3, 2023 09:30 EDT)**Jane Mager, Acting Chief Financial Officer****FOR THE CITY OF FLINT:**  
CLYDE D EDWARDS (Aug 3, 2023 10:34 EDT)**Clyde Edwards, City Administrator****APPROVED BY CITY COUNCIL:**



## RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: July 31, 2023

BID/PROPOSAL#

AGENDA ITEM TITLE: SODIUM HYDROXIDE (CAUSTIC)

PREPARED BY: Melanie Poisson for The Water Plant

VENDOR NAME: JCI JONES

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

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

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

FINANCIAL IMPLICATIONS: NONE

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

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

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

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

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

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

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

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

Melanie Poisson

230260  
RESOLUTION NO.: \_\_\_\_\_PRESENTED: AUG - 9 2023

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

BY THE CITY ADMINISTRATOR:

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


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

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

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

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

APPROVED AS TO FORM:

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


William Kim, City Attorney

APPROVED AS TO FINANCE:

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

Jane Mager, Acting Chief Financial Officer

FOR THE CITY OF FLINT:

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

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

## RESOLUTION STAFF REVIEW FORM

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

**BID/PROPOSAL#**

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

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

**VENDOR NAME:** JCI JONES CHEMICAL

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

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

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

**FINANCIAL IMPLICATIONS:** NONE

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

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

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

**ACCOUNTING APPROVAL:**

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

**Date:** 7-31-23

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

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

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

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

**DEPARTMENT HEAD SIGNATURE:**

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

**Date:** 7/31/23

Melanie Poisson



230261  
RESOLUTION NO.: \_\_\_\_\_

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

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

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

**BY THE CITY ADMINISTRATOR:**

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


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

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

**FY2024 TOTAL                      \$112,656**

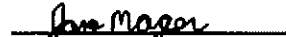
**IT IS RESOLVED**, that the appropriate officials are hereby authorized to do all things necessary to enter into an agreement with Onix Networking Corporation to provide GMAIL and Google applications to the City of Flint for a total amount not to exceed \$114,924 for the period July 3, 2023 through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

**APPROVED AS TO FORM:**

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

**William Kim, City Attorney**

**APPROVED AS TO FINANCE:**

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

**Jane Mager, Acting Chief Financial Officer**

**FOR THE CITY OF FLINT:**

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

**Clyde Edwards, City Administrator**

**APPROVED BY CITY COUNCIL:**

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

**APPROVED AS TO PURCHASING:**

  
\_\_\_\_\_  
Lauren Rowley, Purchasing Manager

**Lauren Rowley, Purchasing Manager**





## CITY OF FLINT

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

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

**BUDGET YEAR 2**

**BUDGET YEAR 3**

**BUDGET YEAR 4**

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

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

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

  
Jeff Keen, IT Director

*(PLEASE TYPE NAME, TITLE)*

**DEPARTMENT HEAD MUST SIGN**



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

# INVOICE

**Billing Address**

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

**Shipping Address**

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

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

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

**Invoice Description**

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

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

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

**Net Total** \$112,656.00

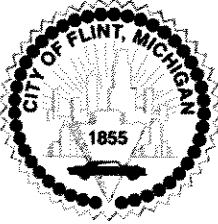
**Tax** \$0.00

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

Sales Tax Rates	
MICHIGAN	0.000%

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





RESOLUTION NO.:

230262

PRESENTED:

AUG - 9 2023

ADOPTED:

BY THE CITY ADMINISTRATOR:

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

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


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

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

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


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

APPROVED AS TO FORM:

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


William Kim, City Attorney

APPROVED AS TO FINANCE:

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

Jane Mager, Acting Chief Financial Officer

FOR THE CITY OF FLINT:

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

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:



Christopher Mumby, Interim Purchasing Manager



## CITY OF FLINT

### STAFF REVIEW FORM

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

**BID/PROPOSAL#**

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

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

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

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

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

**FINANCIAL IMPLICATIONS \$118,687.48**

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

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

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

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

**Date:** July 17, 2023



## CITY OF FLINT

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☒

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

BUDGET YEAR 1 \$118,687.48

BUDGET YEAR 2

BUDGET YEAR 3

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

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

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

(Aaron R. Cottrell, Fleet Administrator)

7448  
Sawyer



**JOHN DEERE  
FINANCIAL**

## Lease Schedule

<b>Lease Schedule No.</b>		<b>030-0063090-014</b>				
<b>Master Lease Agreement No.</b>		<b>0063090</b>				
<b>Lessee:</b> (Name & Address)	<b>CITY OF FLINT</b> 1101 S SAGINAW ST, FLINT, MI 48502-1420					
<b>Lessor:</b>	<b>DEERE CREDIT, INC.</b> 6400 NW 86 <sup>th</sup> ST, PO BOX 6600, JOHNSTON, IA 50131-6600					
<b>LEASE TERM</b>						
<b>Lease Term Start Date</b>	<b>Lease Term End Date</b>	<b># Of Payments</b>	<b>Lease Payment</b>	<b>*Sales/Use Tax</b>	<b>Total Lease Payment</b>	<b>Purchase Option Price</b>
06/25/2020	06/25/2025	5	\$18,869.24	\$0.00	\$18,869.24	\$51,288.00
*If part of the regular scheduled lease payment						
<b>RENEWAL TERM</b>						
<b>Renewal Term Start Date</b>	<b>Renewal Term End Date</b>	<b># Of Payments</b>	<b>Renewal Lease Payment Amount</b>	<b>Sales/Use Tax</b>	<b>Total Renewal Lease Payment</b>	<b>Purchase Option Price</b>
<b>PAYMENT TERMS</b>						
<b>Due Date</b>	<b>1<sup>st</sup> Payment Due Date</b>	<b>Discount Rate</b>		<b>Advance Lease Payment**</b>	<b>\$18,869.24</b>	
25	06/25/2020	Internal Rate of Return minus 2 percent (2%)		<b>Origination Fee</b>	<b>\$0.00</b>	
<b>Billing Period</b>	<b>Irregular Payments</b>			<b>Security Deposit</b>	<b>\$0.00</b>	
<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input checked="" type="checkbox"/> Annual <input type="checkbox"/> Irregular				<b>Total Due At Signing</b>	<b>\$18,869.24</b>	
				<b>**Advance Lease Payment includes the first (1) and last (0) Lease Payment(s)</b>		

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

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

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

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

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

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

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

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

7449  
Water



## Lease Schedule

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

<b>Lessee:</b> (Name & Address)	<b>CITY OF FLINT</b> 1101 S SAGINAW ST, FLINT, MI 48502-1420
<b>Lessor:</b>	<b>DEERE CREDIT, INC.</b> 6400 NW 88 <sup>th</sup> ST, PO BOX 6600, JOHNSTON, IA 50131-6600

### LEASE TERM

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

\*If part of the regular scheduled lease payment

### RENEWAL TERM

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

### PAYMENT TERMS

### PAYMENT DUE AT SIGNING

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

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

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

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

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

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

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

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

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



# JOHN DEERE FINANCIAL

## Lease Schedule

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

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

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

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

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

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

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

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

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



## Lease Schedule

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

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

### LEASE TERM

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

\*If part of the regular scheduled lease payment

### RENEWAL TERM

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

### PAYMENT TERMS

### PAYMENT DUE AT SIGNING

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

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

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

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

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

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

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

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

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



230263

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

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

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

**RESOLUTION TO ACCEPT A GRANT FROM C.S. MOTT FOUNDATION FOR EVENT  
POLICING AND PUBLIC SAFETY**

**BY THE CITY ADMINISTRATOR:**

The Charles Stewart Mott Foundation has awarded a grant to the City of Flint for the Flint Police Departments coverage at all downtown events, including traffic redirection and street closures,


Grant 2020-07945 has been awarded in the amount of \$120,000.00 for Flint Police Department coverage for all downtown events, including traffic redirection and street closures,

The FY24 adopted budget must be amended to include the awarded funds. The funds will be utilized in compliance with the grant agreement and approved grant budget through the end of the grant.

Account Number	Account Name	Amount
296-315.000-801.900	Professional Service Intracity	\$70,000.00
296-447.201-801.900	Professional Service Intracity	\$30,000.00
296-315.000-801.901	Professional Service Intrastate	\$20,000.00

**IT IS RESOLVED** that the appropriate City officials, upon the City Council approval, are hereby authorized to do all things necessary to accept the grant funds set forth in the grant agreement of C.S. Mott Grant #2020-07945 in the amount of \$120,000.000, to appropriate revenue and expenditure amounts using grand code PCSM-EVENT23, and to make the grant funds available in the current and subsequent fiscal years that funding continues to remain available by the grantor.

**APPROVED AS TO FORM:**

  
William Kim (Aug 3, 2023 09:16 EDT)

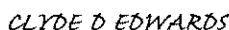
**William Kim, Chief Legal Officer**

**APPROVED AS TO FINANCE:**

  
Jane Mager (Aug 3, 2023 09:32 EDT)

**Jane Mager, Acting Chief Financial Officer**

**FOR THE CITY OF FLINT:**

  
CLYDE D EDWARDS (Aug 3, 2023 12:57 EDT)

**Clyde Edwards, City Administrator**

**APPROVED BY CITY COUNCIL:**

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







## CITY OF FLINT

PRE-ENCUMBERED? YES ☐ NO ☒ REQUISITION NO: \_\_\_\_\_

ACCOUNTING APPROVAL: Angela Amerman  
Angela Amerman (Aug 1, 2023 16:40 EDT) Date: \_\_\_\_\_

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

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

BUDGET YEAR 1

BUDGET YEAR 2

BUDGET YEAR 3

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

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

DEPARTMENT HEAD SIGNATURE: Terence Green  
Terence Green (Aug 3, 2023 09:04 EDT)  
Terence Green Police Chief



July 28, 2023

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

Project: Event Policing and Public Safety  
(Grant No. 2020-07945)

Dear Mayor Neeley:

We are pleased to inform you that the Charles Stewart Mott Foundation has approved a grant in the amount of \$120,000 to the City of Flint for the above-referenced project for the period July 1, 2023, through June 30, 2024.

Grant Payments

This grant will be paid upon receipt of your acceptance.

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

- No conditions.

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

1. Grant funds have been used for purposes other than those contemplated by this commitment letter.

The Honorable Sheldon Neeley  
July 28, 2023  
Page 2 (Grant No. 2020-07945)

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

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

#### Mott Foundation Contact Person and Resources

Please direct all correspondence and questions relating to this grant to Jennifer Acree, Program Officer.

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

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

#### Use of Grant

Under United States law, Mott Foundation grant funds may be expended only for charitable, scientific, literary, religious, or educational purposes, as specified in section 170(c)(2)(B) of the Internal Revenue Code of 1986, as amended. This grant is to be expended solely in support of the objectives detailed in your proposal submitted May 17, 2023.



The Honorable Sheldon Neeley  
July 28, 2023  
Page 3 (Grant No. 2020-07945)

Your organization shall not, directly or indirectly, engage in, support or promote violence or terrorist activities.

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

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

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

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

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

#### Grant Accounting

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

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

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



The Honorable Sheldon Neeley  
July 28, 2023  
Page 4 (Grant No. 2020-07945)

## Reports

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

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

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

1. A **narrative report** summarizing what was accomplished by the expenditure of funds during the reporting period. Your grant proposal indicated that your organization will work toward achieving certain goals and objectives during the grant period, and the narrative report should include a description of progress made toward achieving the following reporting objectives:
  - Number of festivals and events supported by the grant.
  - Data on increase of public safety presence for events and festivals due to grant support, including officer presence.
  - Evidence of maintenance of safe environment for festival goers and participants.
2. A **financial report** showing the approved budget, expenditures against each line item since the start of the grant, and balances remaining (or overruns) for each line item. For the final report, you must explain all overrun variances that exceed both one thousand dollars (\$1,000) and ten percent (10%) of the budgeted line item amount.

**Your organization must report against the approved budget of \$120,000 submitted on May 17, 2023** (which may be greater than the amount of the Mott Foundation grant). If the approved budget covers multiple years, each report should include cumulative expenditures since the beginning of the grant period. The report must also include a summary of all funding received for this project (listed by source and grant period).

Unless a specific condition (or barrier) is listed in the “Grant Payments” section of this letter, the Mott Foundation is not requiring that your organization achieve any of the reporting objectives listed above as a condition (or barrier) to your receipt and retention of the grant funds. Rather, the reporting objectives are meant to capture your progress in achieving the goals and objectives identified in your grant proposal.

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



The Honorable Sheldon Neeley  
July 28, 2023  
Page 5 (Grant No. 2020-07945)

### Undisbursed Funds

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

### Compliance with Laws

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

### Public Information

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

### Acceptance

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

If your organization agrees to the grant conditions as stated, please **sign and return, via DocuSign**, one complete copy of this letter **with an electronic signature** of an appropriate representative of your organization in the space provided. In countersigning this letter, this individual represents to the Mott Foundation that he/she has the authority to sign this letter on the organization's behalf.

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



The Honorable Sheldon Neeley  
July 28, 2023  
Page 6 (Grant No. 2020-07945)

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

Sincerely,

DocuSigned by:



8A59BF0328DC4EB...

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

MAG:aj

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

Name of Grantee: City of Flint

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

Authorized Signature: \_\_\_\_\_

*(This must be an original signature of an authorized representative of the organization.)*

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

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





**Certificate Of Completion**

Envelope Id: DB582F07F0614C1292AB26BC18F151EF

Status: Completed

Subject: Mott Foundation Commitment Letter - City of Flint - #G-2020-07945

Source Envelope:

Document Pages: 6

Signatures: 1

Envelope Originator:

Certificate Pages: 2

Initials: 0

Annette Chamberlain

AutoNav: Enabled

503 S. Saginaw St.

Envelopeld Stamping: Enabled

Ste. 1200

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

Flint, MI 48502

achamberlain@mott.org

IP Address: 172.58.122.62

**Record Tracking**

Status: Original

Holder: Annette Chamberlain

Location: DocuSign

7/31/2023 8:53:38 AM

achamberlain@mott.org

**Signer Events**

Mary A. Gailbreath

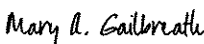
MGailbreath@mott.org

VP-Administration &amp; Secretary/Treasurer

Charles Stewart Mott Foundation

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

DocuSigned by:



8A59BF0328DC4EB

Signature Adoption: Pre-selected Style  
Using IP Address: 12.235.196.69**Timestamp**

Sent: 7/31/2023 8:56:34 AM

Viewed: 7/31/2023 5:41:55 PM

Signed: 7/31/2023 5:42:18 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Seamus Bannon

sbannon@cityofflint.com

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

Sent: 7/31/2023 5:42:18 PM

Viewed: 8/1/2023 8:48:59 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Jennifer Acree

JAcree@mott.org

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

Sent: 7/31/2023 5:42:19 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Ashley Johnson

AJohnson@mott.org

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

Sent: 7/31/2023 5:42:20 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/31/2023 8:56:34 AM
Certified Delivered	Security Checked	7/31/2023 5:41:55 PM
Signing Complete	Security Checked	7/31/2023 5:42:18 PM
Completed	Security Checked	7/31/2023 5:42:20 PM
Payment Events	Status	Timestamps



PROPOSAL #24000016

BY THE CITY ADMINISTRATOR:

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

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


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

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

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

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

**APPROVED AS TO FORM:**

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


**William Kim, City Attorney**

**APPROVED AS TO FINANCE:**

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

**Jane Mager, Acting Chief Financial Officer**

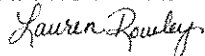
**FOR THE CITY OF FLINT:**

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

**Clyde Edwards, City Administrator**

**APPROVED BY CITY COUNCIL:**

**APPROVED AS TO PURCHASING:**



**Lauren Rowley, Purchasing Manager**

230264

**RESOLUTION NO.:**

**PRESENTED:**

AUG - 9 2023

**ADOPTED:**



## CITY OF FLINT

### STAFF REVIEW FORM

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

**BID/PROPOSAL#** 24000016

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

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

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

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

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

**FINANCIAL IMPLICATIONS**

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

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

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

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

**Date:** 08/03/2023



## CITY OF FLINT

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐

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

BUDGET YEAR 1 \$100,000.00

BUDGET YEAR 2 \$100,000.00

BUDGET YEAR 3

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

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

DEPARTMENT HEAD SIGNATURE:

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

(Aaron R. Cottrell, Fleet Administrator)



## CITY OF FLINT

### RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 8/3/2023

BID/PROPOSAL#

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

PREPARED BY: Cheri Priest, Utilities - Water Service Center

VENDOR NAME: Pomp's Tire Service

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

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

FINANCIAL IMPLICATIONS: None

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

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

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

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

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐

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

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

BUDGET YEAR 1 \$30,000.00

BUDGET YEAR 2 \$30,000.00

**BUDGET YEAR 3**

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

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

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



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

**Bid# 24000016**

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

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

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

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

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

**A SPECIAL NOTE FROM THE PURCHASING DIVISION**

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



Pomps Tire

FY24 AUTO AND TRUCK TIRES

Fire / Emergency vehicles - cannot substitute any given specs							Vendor must fill out this section	
Pattern	Type	Size	Ply	Load Rating (lbs.)	Speed Rating (MPH)	Manufacturer	Model	Unit Cost
								VR1 VR2
Front/Steer	NEW	11R22.5	16	H / 6610	75	Goodyear	Marathon RSA	537.71 516.00
Rear/Drive	NEW	12R22.5	16	H / 7390	75	Goodyear	Marathon RSA	456.34 485.00
Rear/Drive	NEW	315/80R22.5	18	L / 9090	68	Goodyear	G291	555.36 590.00
Front/Steer	NEW	385/65R22.5	18	J / 9370	68	Goodyear	G296 MSA	674.34 715.00
Front/Steer	NEW	425/65R22.5	20	L / 11400	68	Goodyear	G296 MSA	719.35 7165.06
Rear/Drive	NEW	12R22.5	16	H / 7390	75	Firestone	FD663	370.00 395.01

discontinued  
discarding

work horse

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

Police / Pursuit vehicles - cannot substitute any given specs						Vendor must fill out this section		
Pattern	Type	Size	Ply	Load Rating (lbs.)	Speed Rating (MPH)	Manufacturer	Model	Unit Cost
								VR1 VR2
Pursuit	Pursuit	205/65R16		95 (1521)	H (130)	Goodyear	Assurance A/S	86.27 93.00
Pursuit	Pursuit	225/55R17		95 (1521)	H (130)	Goodyear	Assurance A/S	108.47 115.00
Pursuit	Pursuit	225/65R17		102 (1874)	H (130)	Goodyear	Assurance A/S	100.27 110.00
Pursuit	Pursuit	235/50R18		99 (1709)	W (168)	Goodyear	RSA	151.00 162.00
Pursuit	Pursuit	245/45R18		96 (1565)	V (149)	Goodyear	RSA	121.12 124.00
Pursuit	Pursuit	245/55R18		103 (1929)	V (149)	Goodyear	RSA	129.54 150.00
Pursuit	Pursuit	255/70R16		109 (2271)	S (112)	Goodyear	Assurance A/S	88.54 95.00
Pursuit	Pursuit	255/70R17		112 (2469)	T (118)	Goodyear	Assurance A/S	137.00 148.00
Pursuit	Pursuit	265/60R17		108 (2205)	V (149)	Goodyear	RSA	135.00 146.00

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

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

Pomps Tire

Passenger / Light Truck / Medium Truck / Misc. - must comply at minimum with given specs							Vendor must fill out this section		
Pattern	Type	Size	Ply	Load Rating (lbs.)	Speed Rating (MPH)	Manufacturer	Model	Unit Cost	
								YR1	YR2
L-3	OTR/Utility	12.5/80	12	14ply	—	Advanced	Sidewi	345.00	346.00
L-2	OTR/Utility	20.5R25	16	2R	—	Double Low	Rena	1500.00	1625.00
R-4	OTR/Utility	21L-24	12	12ply	—	Advanced	XHD	645.00	730.00
AT	LIGHT TRK	235/80R17		10ply	—	Firestone	Trans AT2	156.90	170.00
AT	LIGHT TRK	245/75R16		10ply	—	Firestone	Trans AT2	139.51	152.00
AT	LIGHT TRK	245/75R17		10ply	—	Firestone	Trans AT2	158.08	172.00
AT	LIGHT TRK	255/55R20		P-metric	—	Firestone	All Season	121.25	130.00
AT	LIGHT TRK	255/65R17	"	"	—	"	Dest LE3	131.87	143.60
AT	LIGHT TRK	255/70R17	"	"	—	"	" AT2	145.73	158.00
AT	LIGHT TRK	265/60R18	"	"	—	"	"	164.02	173.00
AT	LIGHT TRK	265/65R17	"	"	—	"	"	159.30	170.00
AT	LIGHT TRK	265/65R18	"	"	—	"	"	134.18	150.00
AT	LIGHT TRK	265/70R17		10ply	—	Firestone	Trans AT2	173.75	190.00
AT	LIGHT TRK	275/60R20		P-metric	—	Firestone	Dest AT2	184.38	203.00
NEW FRNT/STEER	MED. TRK	11R22.5	16		—	"	560	350.00	385.00
NEW REAR/DRIVE	MED. TRK	11R22.5	16		—	"	6603	355.00	391.00
RETRAD FRNT/STEER	MED. TRK	11R22.5	16		NOT AN OPTION	"	—	—	—
RETRAD REAR/DRIVE	MED. TRK	11R22.5	16		—	DR4.3	—	273.00	300.00
NEW	MED. TRK	225/70R19.5	12		—	Firestone	5614	317.59	328.00
NEW	MED. TRK	245/70R19.5	16		—	"	"	313.51	347.00
NEW	MED. TRK	255/70R22.5	16		—	"	560	320.00	350.00
ALL SEASON	PASS.	225/55R17		97(1609)	T(118)	"	All Season	99.12	108
ALL SEASON	PASS.	225/65R17		102(1874)	T(118)	"	"	101.78	110
ALL SEASON	PASS.	235/50R18		97(1609)	H(130)	"	Dest LE3	135.20	149.00
ALL SEASON	PASS.	235/60R19		99(1709)	V(149)	"	Dest LE3	141.80	155.00
ALL SEASON	PASS.	235/65R18		106(2094)	V(149)	"	"	106.79	118.00

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

6578.82

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

7182.00

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

Pomps Tire

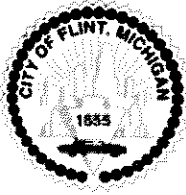
- Vendor must be able to make after-hour, weekend, and holiday service calls. For more information, contact Aaron Cottrell at (810) 766-7499 x2811

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

Total Extended Repairs/Services Cost Year 1 \$ 134.00  
 Total Extended Repairs/Services Cost Year 2 \$ 135.00

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

Additional Charges/Service Call Fees	Unit Cost	
	YR1	YR2
Service call rate	125	130
After hours service call rate	155	140
Weekend service call rate	155	160
Holiday service call rate	155	160



RESOLUTION NO.:

230265

PRESENTED:

AUG - 9 2023

ADOPTED:

BY THE CITY ADMINISTRATOR:

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


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

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

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

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

APPROVED AS TO FORM:

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

William Kim, City Attorney

APPROVED AS TO FINANCE:

  
Jane Mager (Aug 3, 2023 09:29 EDT)

Jane Mager, Acting Chief Financial Officer

FOR THE CITY OF FLINT:

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

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

## RESOLUTION STAFF REVIEW FORM

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

**BID/PROPOSAL#**

**AGENDA ITEM TITLE: PHOSPHORIC ACID**

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

**VENDOR NAME: SHANNON CHEMICAL**

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

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

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

**FINANCIAL IMPLICATIONS: NONE**

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

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

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

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

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

**DEPARTMENT HEAD SIGNATURE:** Scott Dungee **Date:** 7/31/23  
(Scott Dungee, Water Plant Supervisor)

Melanie Poisson

230266  
RESOLUTION NO.: \_\_\_\_\_

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

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

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO NAVISTAR CAPITAL FOR EQUIPMENT LEASES**

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

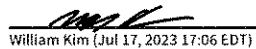
**WHEREAS**, the Fleet Services Division recommends the sixth, and final, annual lease payment be made to Navistar Capital (BMO Harris) for \$146,979.74 for FY24.

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

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

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

APPROVED AS TO FORM:

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

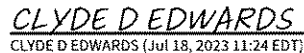
William Kim, City Attorney

APPROVED AS TO FINANCE:

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

Jane Mager, Acting Chief Financial Officer

FOR THE CITY OF FLINT:

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

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:



Christopher Mumby, Interim Purchasing Manager



## CITY OF FLINT

### STAFF REVIEW FORM

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

**BID/PROPOSAL#**

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

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

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

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

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

**FINANCIAL IMPLICATIONS**

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

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

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

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

**Date:** July 17, 2023



## CITY OF FLINT

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☒

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

BUDGET YEAR 1 \$146,979.74

BUDGET YEAR 2

BUDGET YEAR 3

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

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

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

*(Aaron R. Cottrell, Fleet Administrator)*



180164

(Bid 180000050)

SUBMISSION NO.: CA6472018

PRESENTED: 3-28-18

ADOPTED: 4-09-2018

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

BY THE CITY ADMINISTRATOR

**RESOLUTION**

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

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

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

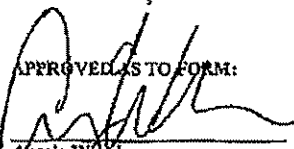
APPROVED PURCHASING DEPT:

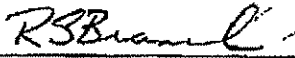
  
Purchasing Manager

APPROVED AS TO FINANCE:

  
Hagley Newsome  
Chief Financial Officer

APPROVED AS TO FORM:

  
Angela Wheeler  
Chief Legal Officer

  
Steve Branch, Acting City Administrator

CITY COUNCIL:

  
Herbert J. Winfrey, Council President

Presented to City Council:

4-04-2018

Adopted by City Council:

4-09-2018



a BMO Financial Group program

Navistar Capital  
110 E. Irving Park Road, 4th Floor  
Roselle, IL 60172

P : 877-450-7579  
W : navistarcapital.com

180000649

January 30, 2018

Tri-County International Trucks, Inc.

Dear Jeremy Kast:

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

**PROPOSED MUNICIPAL LEASE FINANCING**

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

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

**Administrative Fee:** \$150.00

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

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

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

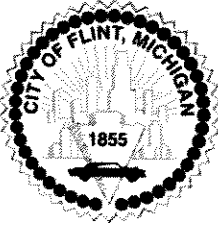
Navistar Capital, a BMO Financial Group program, welcomes the opportunity to provide Tri-County International Trucks, Inc. with this proposal. Should you have any questions, please do not hesitate to contact me.

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

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

Sincerely,

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

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

PRESENTED: AUG - 9 2023

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

BY THE CITY ADMINISTRATOR:

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

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

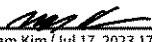
**WHEREAS**, the Fleet Services Division recommends the FY2024 annual lease payment to Lease Servicing Center, Inc. dba NCL for \$272,943.79.

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

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

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

APPROVED AS TO FORM:

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


William Kim, City Attorney

APPROVED AS TO FINANCE:

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

Jane Mager, Acting Chief Financial Officer

FOR THE CITY OF FLINT:

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

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:



Christopher Mumby, Interim Purchasing Manager



## CITY OF FLINT

### STAFF REVIEW FORM

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

**BID/PROPOSAL#**

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

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

**VENDOR NAME:** Lease Servicing Center

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

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

**FINANCIAL IMPLICATIONS**

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

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

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

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

**Date:** July 17, 2023



## CITY OF FLINT

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☒

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

BUDGET YEAR 1 \$272,943.79

BUDGET YEAR 2

BUDGET YEAR 3

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

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

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

*(Aaron R. Cottrell, Fleet Administrator)*

## GOVERNMENT OBLIGATION CONTRACT

### Obligor

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

### Obligee

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

**Dated as of December 27, 2019**

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

### I. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"State" means the state which Obligor is located.

### II. Obligor Warranties

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

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

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

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

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

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

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

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

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

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

**Section 3.07 Contract with Vendor.** Obligor hereby recognizes that Obligor has executed or will be executing a "Sales Contract" with the vendor for the actual sale of the Equipment. This Sales Contract provides, among other things, standard warranty protections to Obligor with regard to the Equipment. Obligor further recognizes and hereby acknowledges that nothing in this Contract shall impair the rights of the Obligor against the manufacturer for any warranty, or other obligations express or implied that the Obligor may have with the Equipment.

### IV. Obligation

**Section 4.01 Obligation.** The Obligation of the Obligor to pay principal and interest under this Contract is a limited general obligation of the Obligor. The Obligor shall include in its budget and pay each year, until this Contract is paid in full, such sums as may be necessary each year to make all Contract Payments due hereunder. Furthermore, the Obligor covenants that it shall comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to delivery of this Contract in order that the interest thereon be excluded from gross income for federal tax purposes.

### V. Insurance, Damage, Insufficiency of Proceeds

**Section 5.01 Insurance.** Under Michigan Law and pursuant to the Resolution of the Obligor, the Obligor is fully responsible as the owner of the Equipment to make sure that it is insured for both property and liability. Obligor agrees to provide proof of such insurance to Obligor in the form satisfactory to Obligor. If the Obligor chooses to obtain insurance through a private insurer, the Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments. Obligor also hereby acknowledges that in the event of a casualty to the Equipment that the Obligor is still fully obligated to make all the scheduled Contract Payments to Obligor or to pay off the applicable Purchase Option Price to Obligor. If requested by Obligor, Obligor will list Obligor as loss payee and additional insured if any policies are obtained through a private insurer.

- (a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligor in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Obligor from liability and property damage in any form and amount satisfactory to Obligor.
- (c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligor with a certificate and/or other documents which evidences such coverage.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligor and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligor or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligor or its assignees. Obligor shall furnish to Obligor certificates evidencing such coverage throughout the Contract Term.

**Section 5.02 Damage to or Destruction of Equipment.** Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligor, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

**Section 5.03 Insufficiency of Net Proceeds.** If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligor, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligor.

**Section 5.04 Obligor Negligence.** Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

**Section 5.05 Reimbursement.** Obligor hereby assumes responsibility for and agrees to reimburse Obligor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Obligor that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

### VI. Title and Security Interest

**Section 6.01 Title.** Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligor in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligor such documents as Obligor may request to evidence the passage of legal title to the Equipment to Obligor.

**Section 6.02 Security Interest.** To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Obligor a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A. Furthermore, Obligor agrees that any other collateral securing any other obligation(s) to Obligor, whether offered prior to or subsequent hereto, also secures this obligation. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Obligor to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

## VII. Assignment

**Section 7.01. Assignment by Obligor.** All of Obligor's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Obligor at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligor or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

**Section 7.02. Assignment by Obligor.** None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Obligor approves of such assignment in writing before such assignment occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

## VIII. Maintenance of Equipment

**Section 8.01. Equipment.** Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligor shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligor is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Obligor or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligor deems necessary or appropriate to protect Obligor's interest in the Equipment and in this Contract. Obligor shall allow Obligor to examine and inspect the Equipment at all reasonable times.

## IX. Default

**Section 9.01. Events of Default defined.** The following events shall constitute an "Event of Default" under this Contract:

- (a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.
- (b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligor that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligor may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligor, unless Obligor agrees in writing to an extension of time. Obligor will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligor under this Contract.
- (e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligor.
- (f) Obligor admits in writing its inability to pay its obligations.
- (g) Obligor defaults on one or more of its other obligations.
- (h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

**Section 9.02. Remedies on Default.** Whenever any Event of Default exists, Obligor shall have the right to take one or any combination of the following remedial steps:

- (a) If Obligor fails to make scheduled Contract Payments, then Obligor shall have the right to obtain a judgment against Obligor in an amount not less than the sum of all Contract Payments due as set forth on Exhibit B plus any other amounts that may be owing hereunder. Obligor will be liable for any damage to the Equipment caused by Obligor or its employees or agents. Obligor shall be responsible to Obligor for all costs incurred by Obligor in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.
- (b) With or without terminating this Contract, Obligor may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligor to a location specified by Obligor. If Obligor exercises this remedy, Obligor will provide Obligor written notice at least fifteen (15) days prior to the date the Equipment is to be delivered to Obligor. If Obligor fails to deliver the Equipment and any additional collateral, Obligor may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for costs incurred. Notwithstanding that Obligor has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the Contract Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.

**Section 9.03. No Remedy Exclusive.** No remedy herein conferred upon or reserved to Obligor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

**Section 9.04. Return of Equipment and Storage.**

- (a) **Surrender:** The Obligor shall, at its own expense, surrender the Equipment, any additional collateral and all required documentation to evidence transfer of title from Obligor to the Obligor in the event of a default by delivering the Equipment and any additional collateral to the Obligor to a location accessible by common carrier and designated by Obligor. In the case that any of the Equipment and any additional collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligor all tangible items constituting such software. At Obligor's request, Obligor shall also certify in a form acceptable to Obligor that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligor and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.
- (b) **Delivery:** The Equipment and any additional collateral shall be delivered to the location designated by the Obligor by a common carrier unless the Obligor agrees in writing that a common carrier is not needed. When the Equipment and any additional collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligor's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any additional collateral or its component parts from the Obligor's property all without liability to the Obligor. Obligor shall pack or crate the Equipment and any additional collateral and all of the component parts of the Equipment and any additional collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligor the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any additional collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any additional collateral.
- (c) **Condition:** When the Equipment is surrendered to the Obligor it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligor to sell or lease it to a third party and be free of all liens. If Obligor reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligor may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligor for all amounts reasonably expended in connection with the foregoing.
- (d) **Storage:** Upon written request by the Obligor, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligor. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligor shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.



**X. Miscellaneous**

**Section 10.01 Notices.** All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

**Section 10.02 Binding Effect.** Obligor acknowledges this Contract is not binding upon the Obligee or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligee's satisfaction, and Obligee has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligee and Obligor and their respective successors and assigns.

**Section 10.03 Severability.** In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 10.04 Amendments, Addenda, Changes or Modifications.** This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligee and Obligor. Furthermore, Obligee reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligee for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

**Section 10.05 Execution in Counterparts.** This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 10.06 Captions.** The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.


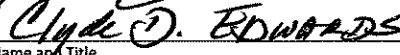
**Section 10.07 Master Contract.** This Contract can be utilized as a Master Contract. This means that the Obligee and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligee. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

**Section 10.08 Entire Writing.** This Contract constitutes the entire writing between Obligee and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligee and will not apply to this Contract.

Obligee and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

**City of Flint, Michigan**

**Lease Servicing Center, Inc. dba National Cooperative  
Leasing**

  
Signature  
  
Printed Name and Title

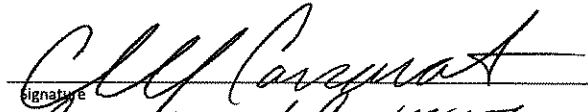
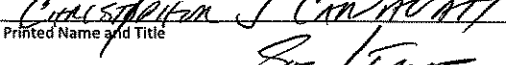
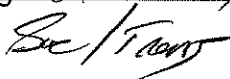
  
Signature  
  
Printed Name and Title  


EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of December 27, 2019, between Lease Servicing Center, Inc. dba National Cooperative Leasing (Obligee) and City of Flint, Michigan (Obligor)

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Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

Seven (7) 2020 International HV607 Plow Trucks

Physical Address of Equipment after Delivery :

702 W. 12<sup>th</sup> Street, Flint, MI 48503

## EXHIBIT B

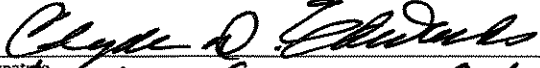
## PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of December 27, 2019, between Lease Servicing Center, Inc. dba National Cooperative Leasing (Obligee) and City of Flint, Michigan (Obligor)

Date of First Payment:	At Closing
Original Balance:	\$1,491,805.00
Total Number of Payments:	Six (6)
Number of Payments Per Year:	One (1)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	At Closing	\$272,943.78	\$0.00	\$272,943.78	\$1,269,664.26
2	27-Sep-20	\$272,943.78	\$39,415.58	\$233,528.20	\$1,022,616.34
3	27-Sep-21	\$272,943.78	\$41,712.52	\$231,231.26	\$776,976.42
4	27-Sep-22	\$272,943.78	\$31,923.71	\$241,020.07	\$524,777.91
5	27-Sep-23	\$272,943.78	\$21,720.51	\$251,223.27	\$265,845.70
6	27-Sep-24	\$272,943.78	\$11,085.36	\$261,858.42	\$0.00

City of Flint, Michigan



Signature

*Clyde D. Edwards, City Administrator*

Printed Name and Title

\*Assumes all Contract Payments due to date are paid

## EXHIBIT C

## CERTIFICATE OF ACCEPTANCE

RE: Government Obligation Contract dated as of December 27, 2019, between Lease Servicing Center, Inc. dba National Cooperative Leasing (Obligee) and City of Flint, Michigan (Obligor)

---

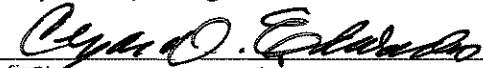
I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the Governing Body of Obligor to sign this Certificate of Acceptance with respect to the above referenced Contract. I hereby certify that:

1. The Equipment described on Exhibit A has been delivered and installed in accordance with Obligor's specifications.
2. Obligor has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
4. Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
5. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.
6. The governing body of Obligor has approved the authorization, execution and delivery of this Contract on its behalf by the authorized representative of Obligor who signed the Contract.
7. Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

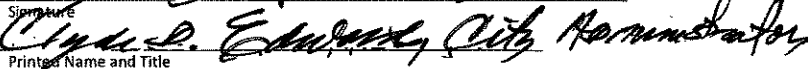
Source of Funds : Fleet Fund

By signing below, Obligor hereby authorizes the General Fund of the Obligor as a backup source of funds from which the Contract Payments can be made.

City of Flint, Michigan



Signature



Printed Name and Title

190417

(CONTRACT)

SUBMISSION NO.

PRESENTED:

10-9-19

ADOPTED:

10-14-2019

**RESOLUTION TO NATIONAL COOPERATIVE LEASING FOR  
SEVEN (7) TANDEM AXLE DUMP TRUCKS**

BY THE CITY ADMINISTRATOR:

**RESOLUTION**

As part of the replacement plan for FY20, the Fleet Department is requesting the issuance of a purchase order to lease/purchase seven (7) each 2019 Tandem Axle Dump Trucks with underbody, wing and front snow plows from the MIDEAL vendor, Tri County International Trucks (Contract #071B6600122) with financing through National Cooperative Leasing using Sourcewell Contract#032615-NCL; and

National Cooperative Leasing, 220 22<sup>nd</sup> Ave. E. Suite 106, Alexandria, MN has submitted a municipal cost agreement to lease/purchase said vehicles using NCL's Source well Contract #032615-NCL. The trucks are to be utilized by the Street Maintenance Department for construction operations and snow removal. The trucks will replace seven (7) 2006 Peterbilt Dump Trucks that have been in service for fourteen (14) years. The Municipal lease term is for six (6) years with an annual payment of \$278,186.65 per year, with a \$1 per vehicle buyout at the end of the lease. Funding for said services will come from the following account: 661-451 100-940.000.

IT IS RESOLVED, that the Proper City Officials are hereby authorized to approve the issuance of a purchase order for the first year of a six years lease/purchase of seven (7) each Tandem Axle Dump Trucks with underbody, wing and front snow plows with financing through National Cooperative Leasing over a six year lease/per year, in an amount not to exceed annually of \$278,186.6 with a \$1 per vehicle buyout at the end of the lease

APPROVED PURCHASING DEPT.

*Joyce A. McClane*  
Joyce A. McClane  
Purchasing Manager

APPROVED AS TO FINANCE:

*Tamar A. Lewis*  
Tamar A. Lewis  
Deputy Finance Director

APPROVED AS TO FORM:

*Angela Wheeler*  
Angela Wheeler  
Chief Legal Officer

*Steve Branch*  
Steve Branch, City Administrator

*Herbert J. Winfrey*  
Herbert J. Winfrey, Council President

FY19 20 JAW

Resolution resolving that 8th Ward Flint City Councilperson Allan Griggs hereby appoints Zack Lessner (1813 Lincoln Drive, Flint, MI 48503) to the Ethics and Accountability Board to serve the remainder of a four (4)-year term, commencing November 25, 2019, and expiring June 25, 2022. [By way of background, Mr. Lessner is replacing John Daly III, who resigned from the Board effective November 12, 2019.]

### **APPOINTMENTS (May Be Referred from Special Affairs)**

**190478**      Mayoral Appointment/City Administrator/Clyde D. Edwards

Resolution resolving that the Flint City Council approves the recommendation by Mayor Sheldon A. Neeley to appoint Clyde D. Edwards as City Administrator, at an annual compensation rate of \$90,000.00, with such earnings paid from Salary and Wages Acct. No. 101-172.100-702.000.

**190481**      Appointment/Ethics and Accountability Board/Joseph Pettigrew

Resolution resolving that 9th Ward Flint City Councilperson Eva L. Worthing hereby appoints Joseph Pettigrew 3214 Cheyenne Avenue, Flint, Michigan, 48507) to the Ethics and Accountability Board for the remainder of a six-year term of office, commencing November 25, 2019, and expiring June 25, 2024. [NOTE: By way of background, Bob Gallagher resigned from his position on the EAB Board effective October 30, 2019.]

### **RESOLUTIONS**

**190394**      Sale of Properties/Acquired from the Genesee County Treasurer

Resolution resolving that the Flint City Council authorizes the appropriate City Officials to do all things necessary to facilitate the sale of the following properties in the following amounts: 6722 Fleming Road, Flint, for \$1,000.00. [NOTE: The Flint City Council adopted a policy, Resolution No. 180627, on April 8, 2019, entitled "City of Flint Policy of Disposition of Acquired Genesee County Treasurer Properties," to handle the sale of such properties.]

**190477**      CO#1/Wade Trim, Inc./Construction Engineering Services/Atherton Road/Dupont Street

Resolution authorizing the Department of Purchases and Supplies to issue change order #1 to Wade Trim, Inc. for Construction Engineering Services for Atherton Road and Dupont Street, to change the account from the Tiger Grant (296-446.300-810.000), to the Major Street Fund Acct. No. 202-441.702-801.000, as requested by Transportation. [NOTE: The Department of Purchases & Supplies was authorized to issue a purchase order to Wade Trim, Inc. for construction engineering services for Atherton Road and Dupont Street in an amount NOT-TO-EXCEED \$3,304,735.00. The remaining money (\$1,180,000.00) is still allocated from the Water Infrastructure Improvements for the Nation (WIIN) and Major Street funds.]

190478

RESOLUTION NO. \_\_\_\_\_

PRESENTED: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

**RESOLUTION APPROVING THE APPOINTMENT OF CLYDE D. EDWARDS AS THE  
CITY ADMINISTRATOR**

**BY THE MAYOR:**

Pursuant to Flint City Charter Section 4-201, the Mayor of the City of Flint hereby appoints Clyde D. Edwards as the City Administrator.

**WHEREAS**, the City Administrator shall be paid a salary based on an annual compensation rate of \$90,000.00 and paid from account number 101-172.100-702.000. The terms of appointment are attached.

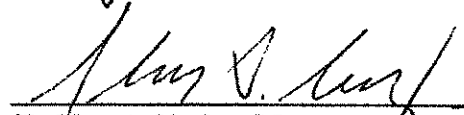
**WHEREAS**, Mayor Sheldon A. Neeley recommends that Clyde D. Edwards be appointed as the City Administrator.

**NOW THEREFORE BE IT RESOLVED**, that the Flint City Council approves the recommendation by Mayor Sheldon A. Neeley to appoint Clyde D. Edwards as the City Administrator.

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Angela Wheeler, Chief Legal Officer

**FOR THE CITY OF FLINT:**

  
\_\_\_\_\_  
Sheldon A. Neeley, Mayor

**APPROVED AS TO FINANCE:**

  
\_\_\_\_\_  
Tamar Lewis, Deputy Financial Officer

**APPROVED BY CITY COUNCIL:**

\_\_\_\_\_  
Monica Galloway, City Council President

EXHIBIT E

ACT 99 CERTIFICATE

RE: Government Obligation Contract dated as of December 27, 2019, between Lease Servicing Center, Inc. dba National Cooperative Leasing (Obligee) and City of Flint, Michigan (Obligor)

---

The undersigned, the duly authorized and qualified Finance Director of City of Flint, Michigan, County of Genesee, State of Michigan (the "Obligor"), in connection with the execution by the Obligor of the Government Obligation Contract (the "Contract"), in the amount of \$1,491,805.00, dated as of December 27, 2019 by and between the Obligor and Lease Servicing Center, Inc. dba National Cooperative Leasing, hereby certifies as follows:

1. The outstanding balance of all purchases authorized under Act 99 of 1933, exclusive of interest, do not exceed 1-1/4% of the taxable value of the real and personal property in the municipality as of the date of this Contract.
2. Upon request, Obligor can provide to Obligee specific dollar amounts to support this certification.

City of Flint, Michigan

Amanda Trujillo

Signature of Finance Director

Amanda Trujillo, Acting Chief Financial Officer

Printed Name and Title

12/19/19

Dated





**Sheldon A. Neeley**  
Mayor

## **CITY OF FLINT, MICHIGAN**

### **Department of Law**

**Angela Wheeler**  
Chief Legal Officer

#### **OPINION OF COUNSEL**

December 16, 2019

Lease Servicing Center, Inc. dba National Cooperative Leasing  
220 22<sup>nd</sup> Avenue East, Suite 106  
Alexandria, Minnesota 56308

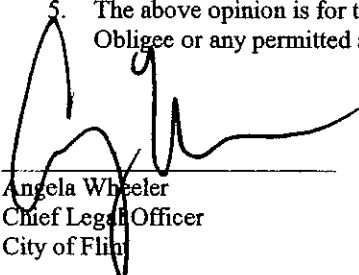
RE: Government Obligation Contract dated as of December 16, 2019 between Lease Servicing Center, Inc. dba National Cooperative Leasing (Obligee) and City of Flint, Michigan (Obligor)

---

Ladies and Gentlemen:

As legal counsel to Obligor, I have examined the foregoing Contract and such other opinions, documents and matters of law as I have deemed necessary in connection with the Contract. Based on the foregoing, I am of the following opinions:

1. Obligor is a political subdivision of the State of Michigan, or a constituted authority authorized to issue obligations on behalf of a political subdivision of the State.
2. Obligor has the requisite power and authority to purchase the Equipment and to execute and deliver the Contract and to perform its obligations under the Contract. The Contract and the other documents either attached hereto or required herein have been duly authorized, approved and executed by and on behalf of Obligor, and the Contract is a legal, valid and binding obligation of Obligor enforceable in accordance with its terms.
3. The authorization, approval and execution of the Contract and all other proceedings of Obligor relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws.
4. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges the authority of the Obligor or any of the Obligor's officers or employees to enter into the Contracts.
5. The above opinion is for the sole benefit of the Obligee listed above and can only be relied upon by the Obligee or any permitted assignee or subassignee or successor of Obligee under the Contract.

  
\_\_\_\_\_  
Angela Wheeler  
Chief Legal Officer  
City of Flint

190417

(CONTRACT)

SUBMISSION NC

PRESENTED: 10-9-19

ADOPTED: 10-14-2019

**RESOLUTION TO NATIONAL COOPERATIVE LEASING FOR  
SEVEN (7) TANDEM AXLE DUMP TRUCKS**

BY THE CITY ADMINISTRATOR:


**RESOLUTION**

As part of the replacement plan for FY20, the Fleet Department is requesting the issuance of a purchase order to lease/purchase seven (7) each 2019 Tandem Axle Dump Trucks with underbody, wing and front snow plows from the MIDeal vendor, Tri County International Trucks (Contract #071B6600122) with financing through National Cooperative Leasing using Sourcewell Contract#032615-NCL ; and

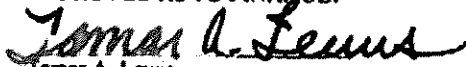
National Cooperative Leasing, 220 22<sup>nd</sup> Ave. E. Suite 106, Alexandria, MN has submitted a municipal cost agreement to lease/purchase said vehicles using NCL's Source well Contract #032615-NCL. The trucks are to be utilized by the Street Maintenance Department for construction operations and snow removal. The trucks will replace seven (7) 2006 Peterbilt Dump Trucks that have been in service for fourteen (14) years. The Municipal lease term is for six (6) years with an annual payment of \$278,186.65 per year, with a \$1 per vehicle buyout at the end of the lease. Funding for said services will come from the following account: 661-451 100-940.000.

IT IS RESOLVED, that the Proper City Officials are hereby authorized to approve the issuance of a purchase order for the first year of a six years lease/purchase of seven (7) each Tandem Axle Dump Trucks with underbody, wing and front snow plows with financing through National Cooperative Leasing over a six year lease/per year, in an amount not to exceed annually of \$278,186.6 with a \$1 per vehicle buyout at the end of the lease

APPROVED PURCHASING DEPT:

  
Joyce A. McClane  
Purchasing Manager

APPROVED AS TO FINANCE:

  
Tamar A. Lewis  
Deputy Finance Director

APPROVED AS TO FORM:

  
Angela Wheeler  
Chief Legal Officer

  
Steve Branch, City Administrator

  
Herbert J. Winfrey, Council President



RESOLUTION NO.:

230268

PRESENTED:

AUG - 9 2023

ADOPTED:

**Resolution Authorizing the Use of ARPA Funding for the Department of Housing and Urban Development 2018 Lead Based Paint and Hazard Control Grant Matching Funds**

**By the City Administrator:**

**WHEREAS**, in May of 2019 the Department of Housing and Urban Development (HUD) granted the City of Flint a Lead Based Paint and Hazard Control award for lead abatement; and

**WHEREAS**, the amount awarded was \$2,299,437 in which the City of Flint was to match with \$326,027.90 funding from the Community Development Block Grant (CDBG) as stipulated by the grant agreement from HUD; and

**WHEREAS**, CDBG did not offer the matching funds originally requested; and

**WHEREAS**, the City of Flint was awarded funding as part of the American Rescue Plan Act (ARPA) through the Coronavirus Local Fiscal Recovery Fund in the amount of \$94,726,644, adopted with resolution 210280 by the City; and


**WHEREAS**, with resolution 220464.1, an allocation for remaining ARPA funding was created and the ARPA funding now included \$5,000,000 in Contingency; and

**WHEREAS**, Ernst & Young, managing firm for the ARPA funding for the City of Flint, has deemed these funds eligible for matching on the Lead Based Paint and Hazard Control grant.


Account Number & Grant Code	Account Name	Amount
287-171.711-801.000 FUSDT-CSLFRF	Professional Services	\$326,027.90

**IT IS RESOLVED** that the appropriate City officials are hereby authorized to do all things necessary to utilize ARPA funding as described above for match on the 2018 Lead Based Paint and Hazard Control grant, abide by the terms and conditions of the HUD grant, authorize the use of ARPA funds in the amount of \$326,027.90 for the period of October 24, 2022, the date of the adopted ARPA allocation plan, through October 31, 2023, the end of the 2018 Lead Based Paint and Hazard Control grant.


**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
William Kim (Jul 27, 2023 17:00 EDT)  
William Kim, Chief Legal Officer

**APPROVED AS TO FINANCES:**

  
\_\_\_\_\_  
Jane Mager (Jul 27, 2023 17:06 EDT)  
Jane Mager, Acting Chief Financial Officer

**FOR THE CITY OF FLINT:**

  
\_\_\_\_\_  
Clyde D. Edwards (Jul 27, 2023 17:26 EDT)  
Clyde Edwards, City Administrator

**APPROVED BY CITY COUNCIL:**

\_\_\_\_\_



## CITY OF FLINT

### RESOLUTION STAFF REVIEW

**AGENDA ITEM TITLE:** Resolution Authorizing the Use of ARPA Funding for the Department of Housing and Urban Development 2018 Lead Based Paint and Hazard Control Grant Matching Funds

**PREPARED BY:** Chay Linseman – Budget and Grant Administrator

**VENDOR NAME:** N/A

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

Use of ARPA funding is being requested in the amount of \$326,027.90 from the Neighborhood Improvement section of the allocation plan adopted by council on 10/24/2022 in resolution 220464.1. The contingency portion of ARPA included an allocation of \$5,000,000; of the \$5,000,000, \$4,500,000 remains. Ernst & Young, managing partner for this grant, recognizes this as eligible funding.

Funding is needed due to the loss of CDBG match funding in the first (2018) Lead Based Paint and Hazard Control grant meant for lead abatement of houses within the city. Originally, CDBG was written into the grant award as the match partner, however, the City was not awarded those matching funds. This funding fills that gap.

**FINANCIAL IMPLICATIONS:** Without this funding the City will be responsible for the match, possibly requiring use of General fund balance.

**BUDGETED EXPENDITURE?** YES ☐ NO ☒ **IF NO, PLEASE EXPLAIN:** The original matching funding fell through.

Account Number & Grant Code	Account Name	Amount
287-171.711-801.000 FUSDT-CSLFRF	Professional Services	\$326,027.90

**PRE-ENCUMBERED?** YES ☐ NO ☒ **REQUISITION NO:**

**ACCOUNTING/FINANCE APPROVAL:** 

**WILL YOUR DEPARTMENT NEED A CONTRACT?** YES ☐ NO ☒  
(If yes, please indicate how many years for the contract) YEARS

**WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: (This will depend on the term of the bid proposal)** N/A

**OTHER IMPLICATIONS (i.e., collective bargaining):** None

**STAFF RECOMMENDATION: (PLEASE SELECT):** ☒ **APPROVED** ☐ **NOT APPROVED**

**DEPARTMENT HEAD SIGNATURE:**

\_\_\_\_\_  
Clyde Edwards, City Administrator

# Assistance Award/Amendment

U.S. Department of Housing and  
Urban Development  
Office of Administration

1 Assistance Instrument <input type="checkbox"/> Cooperative Agreement <input checked="" type="checkbox"/> Grant		2 Type of Action <input checked="" type="checkbox"/> Award <input type="checkbox"/> Amendment																															
3 Instrument Number <b>MILH0683-18</b>	4 Amendment Number <b>1</b>	5 Effective Date of this Action <b>See Block #20</b>	6 Control Number																														
7 Name and Address of Recipient <b>City of Flint 1101 S. Saginaw St Flint, Michigan 48502-1411</b>		8 HUD Administering Office <b>HUD, Office of Lead Hazard Control and Healthy Homes 451 Seventh Street, SW Room 8236 Washington, DC 20410</b>																															
10 Recipient Project Manager <b>Dr. Pamela Pugh, (810)237-2041, ppugh@cityofflint.com</b>		8a Name of Administrator <b>Robert M. Houston</b>	8b Telephone Number <b>202-402-5056</b>																														
11 Assistance Arrangement <input checked="" type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Cost Sharing <input type="checkbox"/> Fixed Price		9 HUD Government Technical Representative <b>Victoria L. Jackson, (202)402-3167, victoria.l.jackson@hud.gov</b>																															
12 Payment Method <input type="checkbox"/> Treasury Check Reimbursement <input type="checkbox"/> Advance Check <input checked="" type="checkbox"/> Automated Clearinghouse		13 HUD Payment Office <b>U.S. Dept. of HUD CFO Accounting Center, 6AF 801 Cherry St., Unit #45 Ste. 2500 Fort Worth, TX 76102</b>																															
14 Assistance Amount		15 HUD Accounting and Appropriation Data																															
<table border="1"> <tr> <td>Previous HUD Amount</td> <td>Lead</td> <td>\$1,999,437.00</td> </tr> <tr> <td></td> <td>HH</td> <td>\$ 300,000.00</td> </tr> <tr> <td>HUD Amount this action</td> <td></td> <td>\$ 0.00</td> </tr> <tr> <td>Total HUD Amount</td> <td></td> <td>\$2,299,437.00</td> </tr> <tr> <td>Recipient Amount</td> <td>\$</td> <td>\$ 326,027.90</td> </tr> <tr> <td>Total Instrument Amount</td> <td>\$</td> <td>\$2,624,464.90</td> </tr> </table>		Previous HUD Amount	Lead	\$1,999,437.00		HH	\$ 300,000.00	HUD Amount this action		\$ 0.00	Total HUD Amount		\$2,299,437.00	Recipient Amount	\$	\$ 326,027.90	Total Instrument Amount	\$	\$2,624,464.90	<table border="1"> <tr> <td>8618/190174 18LRLH/LRLHR</td> <td>15b Reservation number</td> </tr> <tr> <td>8618/190174 18LRHH/LRHHI</td> <td>LHC18-24</td> </tr> <tr> <td>Amount Previously Obligated</td> <td>Lead \$1,999,437.00</td> </tr> <tr> <td></td> <td>HH \$ 300,000.00</td> </tr> <tr> <td>Obligation by this action</td> <td>\$ 0.00</td> </tr> <tr> <td>Total Obligation</td> <td>\$2,299,437.00</td> </tr> </table>		8618/190174 18LRLH/LRLHR	15b Reservation number	8618/190174 18LRHH/LRHHI	LHC18-24	Amount Previously Obligated	Lead \$1,999,437.00		HH \$ 300,000.00	Obligation by this action	\$ 0.00	Total Obligation	\$2,299,437.00
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## 16 Description

Employer Identification: 38-6004611

DUNS: 072780067

Program: LBPFC

This instrument sets forth the agreement between the parties as to all terms and conditions and provisions herein. By signing this award document, the Grantee certifies that it is in compliance with all administrative and financial provisions of this award. This grant instrument consists of the following, some of which are incorporated by reference:

- Cover Page, HUD 1044
  - Schedule of Articles / FY 2018 Terms and Conditions
  - Lead Hazard Control Program Policy Guidance Issuances, "PGI-2015-01- Clarification of Costs for LHRD and LBPFC Grant Programs"
  - New Grantee Orientation
  - Program Manager School
  - TITLE 2: GRANTS AND AGREEMENTS - PART 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS** <http://www.ecfr.gov/cgi-bin/text-idx?code=2:1.1.2.2.1>
  - Notice of Grant Opportunity announced in GRANTS.GOV (FR-6200-N-12) POSTED DATE: August 10, 2018
- Period of Performance: May 1, 2019 to October 30, 2022-42 months.

**ALL OTHER TERMS AND CONDITIONS OF THIS GRANT REMAIN UNCHANGED**

17 <input checked="" type="checkbox"/> Recipient is required to sign and return three (3) copies of this document to the HUD Administering Office		18 <input type="checkbox"/> Recipient is not required to sign this document.	
19 Recipient (By Name)		20 HUD (By Name)	
Signature & Title <i>Robert M. Houston - Mayor</i>		Signature <b>Robert M. Houston</b>	
Date (mm/dd/yyyy) <b>5/1/19</b>		Digitally signed by Robert M. Houston DN: cn = Robert M. Houston, o = U.S. Department of Housing and Urban Development, ou = Office of Lead Hazard Control and Healthy Homes, email = robert.m.houston@hud.gov, c = US Date: 2019.05.01 17:47:44 -0400	

form HUD-1044 (8/90)  
ref. Handbook 2210 17



RESOLUTION NO.:

230269

PRESENTED:

AUG - 9 2023

ADOPTED:

Proposal #23000545

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO DUKE'S ROOT CONTROL, INC. FOR SEWER LINE  
CHEMICAL ROOT CONTROL SERVICES**


**WHEREAS**, The Division of Purchases and Supplies solicited proposals for the City of Flint Sewer Line Chemical Root Control Services and chemical degreaser for a three year period as requested by the Department of Public Works, and:

**WHEREAS**, Dukes Root Control, Inc., 1020 Hiawatha Blvd., Syracuse, NY was the sole bidder for said services. Funding for said purchases will come from the following accounts:

590-540.300-801.000	Capital Improvement	\$350,000.00
590-540.208-752.000	Supplies	\$6,720.00


**IT IS RESOLVED**, that the Proper City Officials, upon City Council's approval, are hereby authorized to enter into a three year contract with Duke's Root Control for sewer line chemical root control services and chemical degreaser, in the yearly amount of \$356,720.00 and a three year aggregate amount of \$1,070,160.00. (\$356,720.00 pending adoption of the FY25 budget, \$356,720.00 pending adoption of the FY26 budget)

APPROVED AS TO FORM:

  
William Kim (Jul 9, 2023 10:49 EDT)

William Kim, City Attorney

APPROVED AS TO FINANCE:

  
Jane Mager (Jul 10, 2023 13:20 EDT)

Jane Mager, Acting Chief Financial Officer

FOR THE CITY OF FLINT:



CLYDE D EDWARDS (Jul 10, 2023 13:53 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:



Christopher Mumby, Acting Purchasing Manager



# CITY OF FLINT

## Department of Public Works & Utilities

**Sheldon Neeley**  
Mayor

**Clyde Edwards**  
City Administrator

**Paul Simpson**  
Water Distribution Supervisor

**Entrice Mitchell**  
Sewer Maintenance Supervisor

### MEMORANDUM

**TO: Christopher Mumby**  
**Acting Purchasing Manager**

**FROM: Entrice Mitchell** *EM*  
**Sewer Systems Supervisor**

**DATE: July 7, 2023**

**SUBJECT: Bid Recommendation – Root Control**

Recommend that proposal#23-000545 for **SEWER LINE CHEMICAL ROOT CONTROL** be awarded to the sole bidder, Dukes Root Control.



# CITY OF FLINT

## RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 07/07/23

BID/PROPOSAL# 23-000545

AGENDA ITEM TITLE: Chemical Root Control

PREPARED BY: Cheri Priest, WSC Administrative Manager

VENDOR NAME: Dukes Root Control

### BACKGROUND/SUMMARY OF PROPOSED ACTION:

The Sewer Department is requesting a purchase order be issued to Dukes Root Control for chemical root control treatment services for the City of Flint's sewer systems. This process is used yearly to control root infiltration in the city's sewer system. Dukes Root Control was the sole bidder and will be awarded a 3-year contract, per the bid specifications.

FINANCIAL IMPLICATIONS: None

BUDGETED EXPENDITURE? YES ☒ NO ☐ IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
2496	Capital Improvement	590-540.300-801.000	N/A	350,000.00
2496	Supplies	590-540.208-752.000	N/A	6,720.00
FY/24 GRAND TOTAL				356,720.00

PRE-ENCUMBERED? YES ☒ NO ☐ REQUISITION NO: 24-0007408

ACCOUNTING APPROVAL:

*Cheri Priest*

Date: 7/7/23





## CITY OF FLINT

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**WILL YOUR DEPARTMENT NEED A CONTRACT? YES X NO**

*(If yes, please indicate how many years for the contract)*

**WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: (This will depend on the term of the bid proposal)**

**BUDGET YEAR 1 \$350,000.00**

**BUDGET YEAR 2 \$350,000.00**

**BUDGET YEAR 3 \$350,000.00**

**OTHER IMPLICATIONS (i.e., collective bargaining):**

**STAFF RECOMMENDATION: (PLEASE SELECT): X APPROVED ☐ NOT APPROVED**

**DEPARTMENT HEAD SIGNATURE:** Entrice Mitchell

**Entrice Mitchell, Sewer Maintenance Supervisor**

## SALES QUOTATION

Document Number  
**1363**

Document Date      Page  
**06/13/2023**      **1/1**

Customer No.  
**C-000596**

Contact / Phone / Email  
**ENTRICE "JIGGY MITCHELL 3310 EAST**

**jmitchell@cityofflint.com**

Your Contact  
**Bob Hunn 131**

Payment Terms  
**Net 30**

**Bob@dukes.com**

Shipping Type

FOB Point

**FLINT, CITY**  
PO Box 246

**FLINT MI 48501**  
USA

Delivery Address  
**FLINT, CITY**  
Same as Bill-to

Description	Quantity	UoM	Price	Total
<b>JET POWER II - SKID (120 GALS)</b>	<b>120</b>	<b>GA</b>	<b>\$ 28.00</b>	<b>\$ 3,360.00</b>
Item Code:      V-F-JPR-JPOW2-01X120GA				

Quotation Subtotal:      **\$ 3,360.00**

**Total Amount:**      **\$ 3,360.00**

Plus applicable Sales Tax

Quotation Valid Until: 09/28/2023

400 E. AIRPORT ROAD, STE E  
ELGIN, IL 60123  
800-447-6687 | www.dukes.com



REQUEST FOR PROPOSAL FOR

# ROOT CONTROL SERVICES (23000545)

June 13, 2023

PREPARED FOR **CITY OF FLINT**  
1101 S SAGINAW ST, ROOM 203  
FLINT, MI 48502



ROOT CONTROL SERVICES (23000545)

CITY OF FLINT | JUNE 13, 2023

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June 13, 2023

City of Flint  
Finance Department - Division of Purchases and Supplies  
1101 S. Saginaw Street, Room 203  
Flint, MI 48502

RE: 23000545 Root Control Services

To Whom it May Concern,

Thank you for the opportunity to be of service to the City of Flint. Enclosed you will find completed Bid Documents for the 23000545 Root Control Services Bid scheduled to open on June 13, 2023.

Should you need further assistance, please feel free to contact me at (800) 477-6687.

Sincerely,

A handwritten signature in black ink, appearing to read "V. Kielp".

Valerie Kielp  
Opportunity Coordinator

❖ EXHIBIT A - SUBMITTAL WITH DETAILED SUMMARY OF PRICING

**PROPOSAL NO.23000545**  
**ROOT CONTROL SERVICES - (3) YEARS**

**SCOPE OF WORK ATTACHED SEPARATELY.**

**PROPOSAL PRICE PAGE**  
(Submit with Bid)

Sewer line chemical root control, including all labor, materials, equipment and associated costs, shall be paid for at the unit price bid per linear foot of each size pipe. Unit prices are to be computed per linear foot manhole-to-manhole.

Actual Quantities Unknown

PIPE SIZE	UNIT PRICE PER LINEAR FOOT	ESTIMATED FOOTAGE	TOTAL PRICE
6 inch	\$1.96	1,000	\$1,960.00
8 inch	\$1.96	1,000	\$1,960.00
10 inch	\$2.16	1,000	\$2,160.00
12 inch	\$2.36	1,000	\$2,360.00
15 inch	\$3.29	1,000	\$3,290.00
18 inch	\$4.73	1,000	\$4,730.00
21 inch	\$5.86	1,000	\$5,860.00
Additional Manholes*	\$175.00	100	\$17,500.00
Sum Total Price (in figures)			\$39,820.00

\* Manholes not directly connected to main-line sections of pipe specified for treatment.

The Owner reserves the right to reject any or all bids. Bidders are cautioned not to attach any conditions, limitations, or provisions to the proposal as such conditions, limitations or provisions will render their bid informal and cause its rejection.

**Submittals:** Failure to enclose the following will render this bid non-responsive and result in the rejection of this bid. Indicate whether the following are enclosed.

Yes	No	
X		Proposal Price Page
X		Specimen Label
X		Safety Data Sheet
X		Pollution Liability Insurance Certificate
X		Environmental Hazard Submittal
X		Contractor's Qualification Page
X		Contractor's Reference Page
X		Pesticide Applicator Experience Submittal
X		Confined Space Entry Certificates

**ENVIRONMENTAL HAZARD SUBMITTAL**  
(Submit With Bid)

Complete the following questionnaire with respect to the product submitted for use by the bidder.

1. Check the US EPA classification for the submitted product.

Restricted use \_\_\_\_ General use X

2. What are the Active Ingredients in the product submitted? Diquat

3. Check the classification the U.S. Environment Protection Agency has assigned to the active ingredient(s) in your product with regards to whether it causes cancer:

✓	1985 Classification
<input type="checkbox"/>	Human carcinogen
<input type="checkbox"/>	Probable human carcinogen
<input type="checkbox"/>	Possible human carcinogen
<input type="checkbox"/>	Not classifiable as to Human Carcinogenicity
<input type="checkbox"/>	Evidence of Non-carcinogenicity for humans

✓	2005 Classification
<input type="checkbox"/>	Carcinogenic to humans
<input type="checkbox"/>	Likely to be carcinogenic to humans
<input type="checkbox"/>	Suggestive evidence of carcinogenic potential
<input type="checkbox"/>	Inadequate information to assess carcinogenic potential
<input type="checkbox"/>	Not likely to be carcinogenic to humans

4. Volatile organic compounds (VOC) present an inhalation exposure hazard to humans. Does the product submitted contain active herbicide(s) that are considered (VOC) at ambient temperatures.  
Yes \_\_\_\_, No X.

If yes, list the volatile herbicide(s) below: \_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR'S QUALIFICATION SUBMITTAL**  
**(Submit With Bid)**

Failure to complete this page in full, and to provide valid, existing licenses and insurance, as required, will render this bid non-responsive and result in the rejection of this bid.

Contractor name: Duke's Root Control, Inc.

Street Address: 400 Airport Road, Suite E

City/State/Zip: Elgin, Illinois 60123

Contractor's MDARD Pesticide Business license #: 64898-8

Contractor US DOT #: 1559146

Brand name of proposed chemical root control product: Razorooter

US EPA root control product registration #: 64898-8

MDARD root control product registration #: 64898-8

Does the Contractor have pollution liability insurance as specified? Yes ☒ No ☐

Contractor's pollution liability insurance carrier: Nautilus Insurance Company

What is the current a.m. best rating for your pollution insurance carrier? A+ XV

Using the product submitted, does the Contractor have:

1. A minimum 5 years of experience? Yes ☒ No ☐
2. A total of 500,000 linear feet completed in the type of work specified? Yes ☒ No ☐
3. Three other jobs completed, each consisting in excess of 25,000 linear feet, which the owner can verify? Yes ☒ No ☐

Is a product label and Safety Data Sheet (SDS) attached? Yes ☒ No ☐

As per federal code 29 CFR 1910.146, are certificates of completion in confined space entry training attached for all pesticide applicators listed below? Yes ☒ No ☐

**Contractor's MDARD Certified Pesticide Applicators**  
**(List 3 minimum)**

1. Name: David P. Wall Certification #: C006100332 Years of Experience: 25

2. Name: Jeffrey Burdick Certification #: C006130419 Years of Experience: 17

3. Name: Scott Brenno Certification #: C006990429 Years of Experience: 20



**CONTRACTOR'S ROOT CONTROL REFERENCE PAGE**  
**(Submit With Bid)**

The Contractor must submit three municipal references of similar scope using the product submitted, which the owner can verify.

<b>Owner/Agency:</b>	City of Flint
<b>Address:</b>	3310 East Court Street
<b>City, State, Zip:</b>	Flint, MI 48506
<b>Contact &amp; Phone:</b>	Entrice "Jiggy" Mitchell 810-691-4345
<b>Footage Treated:</b>	3,600,000 LF
<b>Date of Treatment:</b>	Multi-Year since 1994

<b>Owner/Agency:</b>	Genesee County
<b>Address:</b>	4610 Beecher Road
<b>City, State, Zip:</b>	Flint, MI 48532
<b>Contact &amp; Phone:</b>	Lony Smith 810-732-7870 ext 4014
<b>Footage Treated:</b>	60,000 LF
<b>Date of Treatment:</b>	Multi-Year since 1999

<b>Owner/Agency:</b>	City of Livonia
<b>Address:</b>	12973 Farmington Road
<b>City, State, Zip:</b>	Livonia, MI 48150
<b>Contact &amp; Phone:</b>	Don Rohraff 734-466-2607
<b>Footage Treated:</b>	165,000 LF
<b>Date of Treatment:</b>	Multi-Year since 1993

Only experienced Contractor's in this type of work will be considered for award. Failure to provide sufficient verifiable references will result in rejection of this bid.

**PESTICIDE APPLICATOR SUBMITTAL**  
**(Submit With Bid)**

Complete this form for each qualified Certified Applicator. Make copies as necessary.

**License Information**

Applicator's Name: Jeffrey C. Burdick

Pesticide Applicators License #: C006130419

State Issuing Pesticide Licensing: Michigan

Date License Issued: \_\_\_\_\_ Date License Expires: 12/31/2024

Name of Licensing Agency: Dept. of Agriculture Phone: \_\_\_\_\_

Copy of License Submitted with Bid (Yes, No)? X

**Applicator's Experience Obtained with above License**

Owner (Name of Municipality)	Date Complete	Footage Treated
------------------------------	---------------	-----------------

Our Applicators execute hundreds of projects every month. A fully compiled list can be provided upon award.		
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_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total Footage Treated under this License:	<u>500,000</u>
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**END OF SECTION**

**EXHIBIT B - QUALIFICATIONS AND LICENSES REQUIREMENTS****Please give a synopsis of your qualifications and experience with this service:**

Since 1979, Duke's has been a leader in the sewer industry for providing chemical maintenance services to extend the life of infrastructure. Duke's has a reputation for providing effective, proven methods for controlling sewer line root problems. More than 2,000 municipalities have used Duke's to effectively treat over 400 million LF of sewers. Since that time, we have expanded our offerings to meet the ever-growing needs of local governments with innovative and quality driven sanitary sewer evaluation services. To meet that need, we now have more than 300 talented sewer professionals at Duke's, many with over 20 years of direct sewer industry experience. We are ready to collaborate, manage, and execute this program within the timelines set forth by the City.

**Please list Licenses:**

Please see the attached Department of Agriculture License.

**How long have you been in business?**

Since 1979

**Have you done business with the City of Flint?**

Yes

**If yes, please state the project name.**

Please see the included Project Reference for Chemical Root Control.

**❖ EXHIBIT C – DISCLOSURE OF SUPPLIER RESPONSIBILITY STATEMENT**

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract, or subcontract, or in the performance of such contract or subcontract.

None.

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2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offense indicating a lack of business integrity or business honesty which affect the responsibility of the contractor.

None.

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3. List any convictions or civil judgments under state or federal antitrust statutes.

None.

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4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

None.

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5. List any prior suspensions or debarments by any government agency.

None.

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6. List any contracts not completed on time.

None.

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7. List any documented violations of federal or state labor laws, regulations or standards, or occupational safety and health rules.

None.

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**❖ EXHIBIT D – LIST OF REFERENCES: (3) SIMILAR SCOPE OF WORK FROM  
THE LAST 5 YEARS**

Providing the following contact information enables the City of Flint to contact those accounts as references.

**Reference #1:**Company/Municipality: City of FlintContact Person: Entrice "Jiggy" MitchellTitle: Sewer SupervisorAddress: 3310 East Court StreetCity: FlintState: MIZip: 48506Telephone: 810-691-4345

Fax: \_\_\_\_\_

Email: jmittell@cityofflint.comType of Project: Sewer Chemical Root ControlProject Timeline (Dates): 1994 - CurrentBudget: \$4,169,000.00**Reference #2:**Company/Municipality: Genesee CountyContact Person: Lony SmithTitle: Field Manager of I&IAddress: 4610 Beecher RoadCity: FlintState: MIZip: 48532Telephone: 810-732-7870 ext 4014

Fax: \_\_\_\_\_

Email: lsmith@gcdcwws.comType of Project: Sewer Chemical Root ControlProject Timeline (Dates): 1999 - CurrentBudget: \$110,500.00

❖ **EXHIBIT D – LIST OF REFERENCES: (3) SIMILAR SCOPE OF WORK FROM  
THE LAST 5 YEARS (CONTINUES)**

**Reference #3:**Company/Municipality: City of LivoniaContact Person: Don Rohradd Title: Director of Public WorksAddress: 12973 Farmington RoadCity: Livonia State: MI Zip: 48150Telephone: 734-466-2607 Fax: \_\_\_\_\_Email: drohradd@ci.livonia.mi.usType of Project: Sewer Chemical Root ControlProject Timeline (Dates): 1993 - Current Budget: \$333,500.00

**❖ EXHIBIT E – CERTIFICATE OF INSURANCE****INSURANCE REQUIREMENTS**

The Contractor shall notify all insurance agents and companies retained by the Contractor that these insurance requirements shall be included in any Agreement between the Contractor and the City of Flint.

The Contractor shall purchase and maintain, at its sole expense and as long as it is providing services to the City, the following insurance coverage:

Commercial General Liability - Occurrence form, including coverage for bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual, and products/completed operations. Coverage shall be endorsed to include the City as an additional insured for work performed by the Contractor in accordance with the Agreement.

**Minimum Limits:**

- \$1,000,000 per occurrence/\$2,000,000 general aggregate
- \$2,000,000 aggregate for products and completed operations
- \$1,000,000 personal and advertising injury

Automobile - Michigan "no-fault" coverage, and residual automobile liability, comprehensive form, covering owned, hired, and non-owned automobiles. Coverage shall be endorsed to include the City as an additional insured for work performed by the Contractor in accordance with the Agreement.

**Minimum Limits:**

- No-fault coverages - statutory
- \$500,000 per person/\$1,000,000 per accident - bodily injury
- \$500,000 per occurrence - property damage
- A combined single limit of \$1,000,000 per occurrence

Workers' Compensation and Employer's Liability- Statutory coverage or proof acceptable to the City of approval as a self-insurer by the State of Michigan.

**❖ EXHIBIT E – CERTIFICATE OF INSURANCE (CONTINUES)****Minimum Limits:**

- Workers' Compensation - statutory
- Employer's Liability - \$100,000 each accident/\$100,000 disease - each employee
- \$500,000 disease - policy limit

Professional Liability – Covering acts, errors or omissions of a professional nature committed or alleged to have been committed by the Contractor or any of its subcontractors. Coverage shall be effective upon the date of the Agreement and shall remain effective for a period of three (3) years after the date of final payment thereunder. Such coverage shall be endorsed to include any subcontractors hired by the City.

**Minimum Limits:**

- \$1,000,000 per occurrence, \$1,000,000 annual aggregate

Insurance coverage shall cover all claims against the City of Flint, its officials and employees, arising out of the work performed by the Contractor or any subcontractors under the Agreement. Should any work be subcontracted, it shall be the responsibility of the Contractor to maintain Independent Contractor's Protective Liability Insurance with limits equal to those specified above for Commercial General Liability Insurance. In addition, the Contractor shall provide proof of Workers' Compensation Insurance for all subcontractors in compliance with the required statutory limits of the State of Michigan.

Said policies of insurance shall be with companies licensed to do business in the State of Michigan and in a form satisfactory to the City. All insurance companies must maintain a rating of B+, VIII or better from AM. Best Company. Certificates of insurance with a thirty-(30) day cancellation clause shall be filed with and approved by the City at least five (5) days in advance of commencing work under the Agreement. Cancellation, material restriction, non-renewal or lapse of any of the required policies shall be grounds for immediate termination of the Agreement by the City.

The City reserves the right to request a complete certified copy of the policies for the above coverage's.

Any reduction or exhaustion in the limits of required insurance coverage shall not be deemed to limit the indemnification afforded in accordance with the Agreement or any amendments thereto.

Depending on the subject matter of the transaction, the City may require other insurance coverage in addition to the coverage's contained herein.

**THE BID NUMBER IS TO APPEAR ON ALL INSURANCE CERTIFICATES**





# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
06/05/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C, No, Ext):</b> 1-877-945-7378 <b>FAX (A/C, No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com																					
<b>INSURED</b> Duke's Root Control, Inc. 400 Airport Rd, Unit E Elgin, IL 60123	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Nautilus Insurance Company</td><td>17370</td></tr><tr><td>INSURER B:</td><td>Starr Indemnity &amp; Liability Company</td><td>38318</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Nautilus Insurance Company	17370	INSURER B:	Starr Indemnity & Liability Company	38318	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

**COVERAGES****CERTIFICATE NUMBER:** W29239265**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	ECP2039143-10	12/08/2022	12/08/2023	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000					
	MED EXP (Any one person) \$ 25,000					
	PERSONAL & ADV INJURY \$ 1,000,000					
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	1000679525221	12/08/2022	12/08/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	BODILY INJURY (Per person) \$					
	BODILY INJURY (Per accident) \$					
	PROPERTY DAMAGE (Per accident) \$					
						\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
						\$
						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	100 0005190	12/08/2022	12/08/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000					
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000					
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000					
A	Professional Liability		ECP2039143-10	12/08/2022	12/08/2023	Limit Each Claim \$1,000,000 Deductible Each Claim \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This Voids and Replaces Previously Issued Certificate Dated 06/02/2023 WITH ID: W29228702.

RE: Proposal # 23000545  
SEE ATTACHED**CERTIFICATE HOLDER**City of Flint  
City Hall  
1101 S. Saginaw Street, Room #203  
Flint, MI 48502**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# **ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Duke's Root Control, Inc. 400 Airport Rd, Unit E Elgin, IL 60123	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

## **ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

City of Flint, its officials, and employees are included as an Additional Insureds as respects to General Liability and Automobile Liability.

Coverage for Contractual Liability is provided under the General Liability policy.

INSURER AFFORDING COVERAGE: Nautilus Insurance Company

NAIC#: 17370

POLICY NUMBER: ECP2039143-10

EFF DATE: 12/08/2022

EXP DATE: 12/08/2023

TYPE OF INSURANCE:  
Pollution Liability

LIMIT DESCRIPTION:  
See Below

LIMIT AMOUNT:

ADDITIONAL REMARKS:  
Pollution Liability

Limit \$1,000,000 Each Pollution Condition - CPL

Deductible \$25,000 Each Pollution Condition Per Occurrence

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION TO DESIGNATED PERSON OR ORGANIZATION**

<b>Policy Number</b>	<b>Policy Effective Date</b>	<b>Policy Expiration Date</b>	<b>Endorsement Effective Date</b>
ECP2039143-10	12/8/2022	12/8/2023	6/5/2023

This endorsement modifies insurance provided under the following:

**ENVIRONMENTAL COMBINED POLICY**

The following is added to **SECTION VII – CONDITIONS 2. Cancellation:**

**SCHEDULE**

<b>Number of Days Advance Notice Of Cancellation:</b>	Ninety (90) Days
<b>Name and Address of Designated Person(s) or Organization(s):</b>	City of Flint City Hall 1101 S. Saginaw Street, Room #203 Flint, MI 48502
<b>Additional Premium:</b>	\$0

In consideration of the payment of an additional premium, and notwithstanding anything contained in the policy to the contrary, it is understood and agreed that if we cancel this policy on or before the expiration date set forth in the Declarations, we will mail or deliver to the first **Named Insured** at the last known address, and the person(s) or organization(s) at the address designated in the **SCHEDULE** above, written notice of cancellation not less than the number of days shown in the **SCHEDULE** before the effective date of cancellation. Proof of mailing of notice shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall be the end of the **policy period**.

This endorsement shall not apply if:

1. We cancel due to non-payment of premium, or
2. The policy is non-renewed for any reason.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**

PI-228 (1/05)

Michigan Department of Agriculture & Rural Development

Pesticide and Plant Pest Management Division

**Restricted Use Pesticide Dealer License**

License No: 2182

Issue Date: 04/27/2023

Expiration: 12/31/2023

Issued To:

DUKES ROOT CONTROL INC

400 AIRPORT RD SUITE E

ELGIN, IL 60123 -

Person In Charge and Mailing Address:

ROBERT S HUNN

DUKES ROOT CONTROL INC

400 AIRPORT RD SUITE E

ELGIN, IL 60123 -

This license is issued in accordance with the provisions of Act 451, Part 83, PA of 1994, as amended & is only valid for the establishment and address listed above. This license is not transferable.

RUP

DR. TIM BORING

Director of Agriculture  
& Rural Development



**SEALED PROPOSALS RECEIVED IN THE DIVISION OF PURCHASES & SUPPLIES**

**Root Control Services**

**P23-545**

**Approximate Annual Quantities – Not Guaranteed**

**Furnish as requested for the period 7/1/23 – 6/30/26**

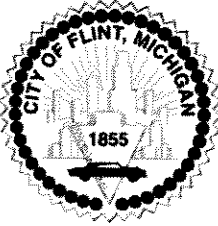
**Bidder #1: Duke's Root Control**

**Elgin, IL.**

<b>Total</b>	<b>\$39,820.00</b>
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**A SPECIAL NOTE FROM THE PURCHASING DIVISION**

*Bid results posted are before evaluation team review and award recommendation.*



230270

RESOLUTION NO.: \_\_\_\_\_

PRESENTED: \_\_\_\_\_ AUG - 9 2023

ADOPTED: \_\_\_\_\_

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO MACQUEEN EQUIPMENT FOR (4) STREET SWEEPERS**

**WHEREAS**, The Division of Purchases and Supplies has utilized the Sourcewell cooperative contract purchasing platform to complete a two-tier quotation process from their qualified vendor database for the procurement of (4) new street sweepers with the Fleet Division.

**WHEREAS**, MacQueen Equipment (dba Bell Equipment) is our regional dealer for the Elgin Sweeper Company and was responsive to the City's request for multiple sweepers required by the DPW – Street Maintenance division.


**WHEREAS**, the Fleet Services Division and Street Maintenance are requesting a total of \$1,593,890.00 for these (4) new sweepers.

Funding is to come from the following account(s):

Account Number	Account Name/ Grant Code	Amount
661-229.000-977.000	EQUIPMENT	\$1,593,890.00
	<b>FY2023 TOTAL</b>	<b>\$1,593,890.00</b>

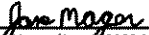
**IT IS RESOLVED**, that the Division of Purchases & Supplies is hereby authorized to issue a Purchase Order to MacQueen Equipment for the purchase of (4) street sweepers for Fleet Services to provide to the Street Maintenance division for FY24 (07/01/23-06/30/24) in an amount not-to-exceed \$1,593,890.00.

APPROVED AS TO FORM:

  
William Kim (Aug 3, 2023 12:40 EDT)

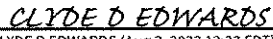
William Kim, City Attorney

APPROVED AS TO FINANCE:

  
Jane Mager (Aug 3, 2023 12:43 EDT)

Jane Mager, Acting Chief Financial Officer

FOR THE CITY OF FLINT:


  
CLYDE D EDWARDS (Aug 3, 2023 13:33 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

\_\_\_\_\_

APPROVED AS TO PURCHASING:



Lauren Rowley, Purchasing Manager



## CITY OF FLINT

### STAFF REVIEW FORM

**TODAY'S DATE:** 8/1/2023

**BID/PROPOSAL#**

**AGENDA ITEM TITLE:** Elgin Sweepers

**PREPARED BY** Aaron Cottrell, Fleet Services  
(Please type name and Department)

**VENDOR NAME:** MacQueen Equipment

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

Fleet Services is requesting a Purchase Order be issued to MacQueen Equipment in the amount of \$1,593,890.00 for the purchase of four (4) new Elgin street sweepers. Our existing sweepers are in need of refurbishment and eventual replacement.

This purchase will be made through the regional Elgin dealer, MacQueen Equipment (dba Bell Equipment), utilizing the Sourcwell contract #093021-ELG. The Elgin contract option is exercised and effective with an expiration date of 11/16/2025. This Sourcwell Purchasing Program evaluates participating vendors based on conformance to RFP requirements, pricing, financial viability and marketplace success, ability to sell and deliver services, value added attributes, warranty, and the depth/breadth of offered equipment, products, and services.

**FINANCIAL IMPLICATIONS:** \$1,593,890.00

**BUDGETED EXPENDITURE?** YES ☒ NO ☐ IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
3331	Equipment	661-229.000-977.000		\$1,593,890.00
		<b>FY24 GRAND TOTAL</b>		<b>\$1,593,890.00</b>

**PRE-ENCUMBERED?** YES ☒ NO ☐ **REQUISITION NO:** 240007602

**ACCOUNTING APPROVAL:** Christine Tagg  
Christine Tagg (Aug 2, 2023 14:07 EDT)

**Date:** 08/02/2023



## CITY OF FLINT

**WILL YOUR DEPARTMENT NEED A CONTRACT?** YES ☐ NO ☒

*(If yes, please indicate how many years for the contract)* YEARS

**WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: *(This will depend on the term of the bid proposal)***


**BUDGET YEAR 1** \$1,593,890.00

**BUDGET YEAR 2** \$

**BUDGET YEAR 3** \$

**OTHER IMPLICATIONS *(i.e., collective bargaining)*:**

**STAFF RECOMMENDATION: *(PLEASE SELECT)*:** ☒ **APPROVED** ☐ **NOT APPROVED**

**DEPARTMENT HEAD SIGNATURE:**   
(Aaron R. Cottrell, Fleet Administrator)

**DEPARTMENT HEAD MUST SIGN**





**Michigan Office:**  
78 Northpointe Drive  
Lake Orion, Michigan 48359  
Phone: (248) 370-0000  
Fax: (248) 370-0011

**Ohio Office:**  
850 Science Blvd.  
Gahanna, OH  
Phone 614-655-0022

### **2024 Elgin Eagle Sweeper for City of Flint**

1 – Elgin Eagle Mechanical Sweeper on Freightliner M2 106 Including

ALL MANUALS  
VARIABLE SPEED BROOMS  
SIDEBROOM TILT LEFT & RIGHT HAND W/DISPLAY  
HOPPER FULL INDICATOR  
AUTO LUBE SYSTEM ON MODULE  
CARBIDE DIRT SHOES IN LIEU OF RUBBER  
HOPPER UP CONSTANT ALARM  
HIGH TEMP HYDRAULIC SHUTDOWN  
HYDRAULIC LEVEL SHUTDOWN  
HIGH SPEED CONVEYOR MOTOR  
SLOW MOVING VEHICLE SIGN  
LEFT HAND FENDER MOUNTED MIRROR  
SY-KLONE AUXILIARY PRE-CLEANER  
AUX BATTERY DISCONNECT  
AIR PURGE  
RESUME SWEEP FUNCTION  
5 LBS FIRE EXTINGUISHER  
LED/STOP/TAIL/REAR TURN LIGHTS  
AMBER LED BEACON LIGHTS WITH GUARDS, REAR & HOPPER MOUNT  
REAR CAMERA WITH COLOR LCD MONITOR  
ARROWBOARD  
BOSTROM AIR 905 CLOTH HI BACK SEATS  
DUAL CLOTH ARMS RESTS  
ADDITIONAL AUX ENGINE AND CHASSIS KEY  
FRONT SPRAY BAR  
FREIGHT  
PREP, DELIVERY & TRAINING INCLUDED  
ALL OTHER FEATURES STANDARD

**Total - \$399,705**

If you would like to proceed with this purchase, please sign and date below and return it to  
[CBaldas@bellequip.com](mailto:CBaldas@bellequip.com)

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Provided by Chris Baldas  
Territory Sales Representative for Bell Equipment  
Sourcewell Contract # 093021-ELG  
7-24-23

**Elgin Street Sweepers • Bonnell Leaf Machines • KEG Nozzles • Setcom Headsets**



**Michigan Office:**  
78 Northpointe Drive  
Lake Orion, Michigan 48359  
Phone: (248) 370-0000  
Fax: (248) 370-0011

**Ohio Office:**  
850 Science Blvd.  
Gahanna, OH  
Phone 614-655-0022

**2024 Elgin Whirlwind Sweeper for City of Flint**

1 – Elgin Whirlwind Air Sweeper on Freightliner M2 106 Including

ALL MANUALS  
DUAL VARIABLE SPEED GUTTER BROOMS  
HOPPER DELUGE SYSTEM  
6" HOPPER DRAIN  
AUTO LUBE SYSTEM ON MODULE  
AUX HYDRAULIC PUMP  
REAR LED FLOOD LIGHTS  
SIDEBROOM TILT LEFT & RIGHT HAND W/DISPLAY  
NOZZLE 3RD CASTER WHEEL – DUAL  
AIR PURGE  
SY-KLONE AUXILIARY PRE-CLEANER  
2.5 LBS FIRE EXTINGUISHER  
HYDRAULIC WANDERING HOSE  
HIGH PRESSURE WASHDOWN - HIGH PSI AT LOW RPM  
HIGH PRESSURE WASHDOWN HOSE REEL  
LED/STOP/TAIL/REAR TURN LIGHTS  
2 REAR BEACONS & ARROWBOARD  
FRONT SPRAY BAR  
BACK UP ALARM  
ADDITIONAL AUX ENGINE AND CHASSIS KEY  
SLOW MOVING BEHICLE SIGN  
RH INSPECTION DOOR AND STEP  
12" CONVEX MIRRORS IN LIEU OF 8"  
FREIGHT  
PREP, DELIVERY & TRAINING INCLUDED  
ALL OTHER FEATURES STANDARD

**Total - \$397,240**

If you would like to proceed with this purchase, please sign and date below and return it to  
[CBaldas@bellequip.com](mailto:CBaldas@bellequip.com)

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Provided by Chris Baldas  
Territory Sales Representative for Bell Equipment  
Sourcewell Contract # 093021-ELG  
7-24-23

**Elgin Street Sweepers • Bonnell Leaf Machines • KEG Nozzles • Setcom Headsets**

# ***Eagle®***



**ELGIN®**  
Subsidiary of Federal Signal Corporation



## POWERFUL, PROVEN, SINGLE ENGINE MECHANICAL SWEEPER

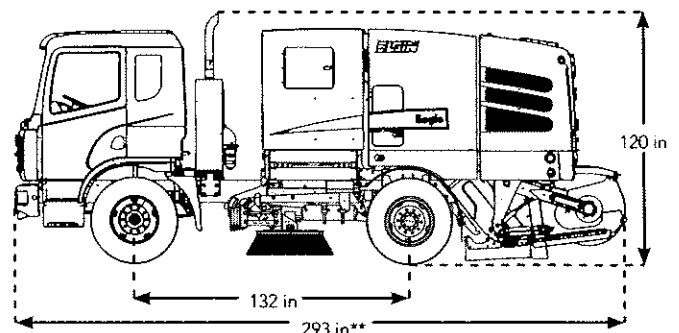
If you need a proven mechanical broom sweeper with reliable heavy duty performance, high dump capability and superior operator comfort look to the Elgin Eagle. The Eagle, first introduced as part of the Elgin family of sweepers in 1988 has been continuously improved, retaining all of the features that made it popular. These include a simplified dual-engine design, increased operator efficiency and productivity, along with the latest technology for superior results. If you haven't tried sweeping with the Eagle – now is the time to take another look.





## RELIABLE, HEAVY-DUTY, VERSATILE MECHANICAL SWEEPER

- Sweep system is powered by a low emission, 74 hp Cummins diesel engine, (55 kW @ 2500 RPM), one of the most powerful standard auxiliary engines available on a mechanical sweeper.
- Control console, located between the operator stations, provides quick, easy access for increased productivity and safe operation.
- Dual free-floating gutter brooms adjust to variable road surfaces, a sweep path of 10 feet (305 cm) and a powerful free floating direct-drive main broom, ensure reliable and complete pickup of debris.
- Superior dust control is maintained with an in-cab zone-controlled diaphragm water pump and a 360 gallon (1,363 L) water tank for long sweep times between refills.
- 4.5 cubic yard (3.4 cubic meters) hopper features a center mounted double-scissors lifting mechanism for greater stability and trouble-free operation. Dumping height is variable up to 11 feet, 2 inches (3,404 mm) and an 11 inch (279 mm) side shift enables a cleaner more efficient unloading of material.
- Flexible range of chassis choices including cab-over or conventional chassis. The cab-over chassis cab is dualized with OEM parts, including full factory controls, steering, and OEM gauge package that is identical for both left and right operator stations.



# INNOVATIONS AT WORK

A closer look at the Elgin Eagle reveals innovative design features, systems, and components that not only simplify operation and improve performance but also make maintenance and servicing faster and easier. The result is the optimal efficiency of your operations, as you reduce maintenance requirements and downtime. The Elgin Eagle brings you an array of innovative systems including:



## Commercial Chassis Engine

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Conventional chassis are built for sweeping and provide outstanding visibility, comfort, safety, and productivity. The short wheel base and unique steering geometry allow maximum maneuverability. A choice of Freightliner or International conventional chassis are also available.



## Waterless Dust Control Option

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The Elgin Eagle is available with an optional dry dust control system. This model maintains all the features and performance that have made the Eagle a popular four wheel mechanical sweeper, but does not require water for dust suppression. The Eagle with dry dust control's patented dust control system includes a dust skirting system, dust separator in the hopper, and a dust control fan with a maintenance-free filter. This model is ideal for industrial applications where heavy, dry materials must be swept up while keeping dust emissions to an absolute minimum.



## Memory Sweep

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Elgin's exclusive Memory Sweep feature allows the operator to resume ALL previous sweeper settings with one-touch control to increase productivity. The feature provides a multi-screen display for tilt angle, broom hours, water level, and diagnostic information.



## Pause Sweep

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To further improve both fuel efficiency and sweep component life, the sweep system can automatically pause when the sweeper is not sweeping and re-engages immediately upon vehicle movement without leaving any material behind.



# BUILT TO LAST

## Large, Variable Dump Height Hopper

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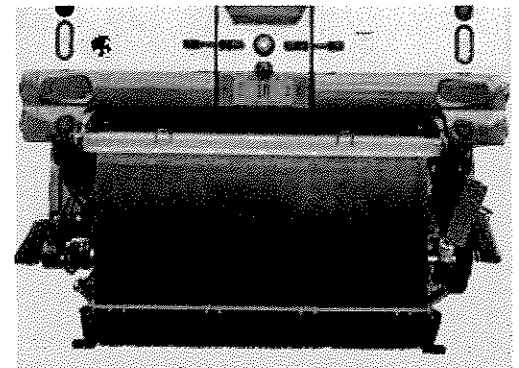
The hopper has a capacity of 4.5 cubic yards (3.4 m<sup>3</sup>) and a variable dump height between 38inch and 11 feet - 2 inch. The double scissor hoist provides a payload of 10,000 lbs (4,436 kg) and incorporates an 11 inch (279 mm) side shift and a 50 degree dump angle to deposit material nearer the center of the dump truck. All controls are operated from the in-cab control console.



## Main Broom

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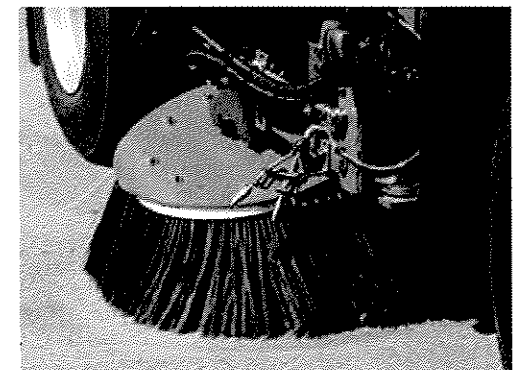
The main broom is attached to a fully floating trailing arm to better conform to road contours. Performance is optimized using mechanical main broom suspension that dynamically adjusts to various road conditions while on-the-go. Lift and lower functions are controlled from the cab. Main broom arm bearings are sealed, can be re-lubricated and are self-aligning for self-adjustment when experiencing an uneven load which decreases wear and increases main broom life.



## Side Brooms

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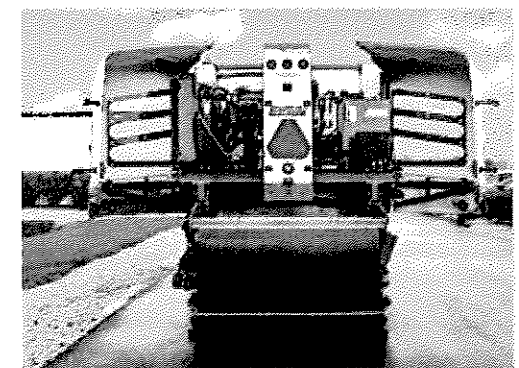
46 inch (1,168 mm) trailing arm, free-floating side brooms offer four-way motion and protection against damaging impacts. Pneumatic lift and extension control enhances performance while sweeping within a 10 foot (3,048 mm) wide path.



## Simple, Easy-Access Maintenance

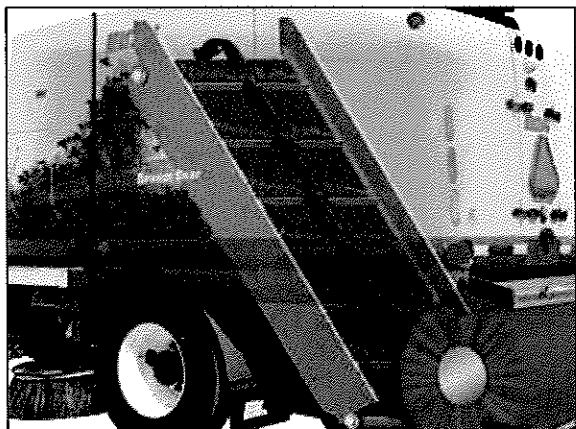
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The Eagle was designed so that systems are accessible and easy to service. Large access doors allow for 180 degree accessibility to engine maintenance components. The hydraulic system with o-ring face seal fittings is designed for long life and leak-free operation. Heavy-duty waterproof electrical connectors and color-coded wires have stamped identification for quick location during troubleshooting. A stainless steel toolbox provides additional storage.



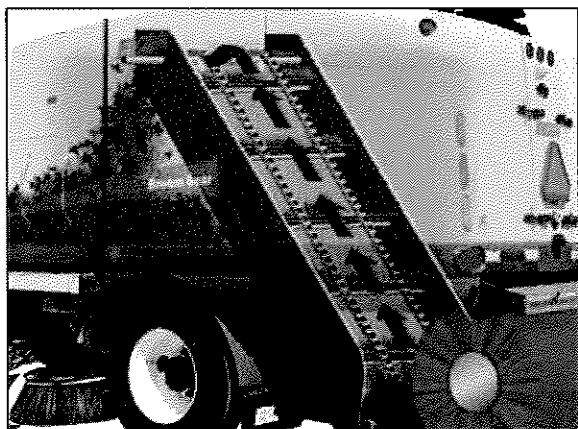
# UNIQUE APPLICATION VERSATILITY

The Eagle comes standard with a no jam debris conveyor belt featuring molded-in full-width cleats that move debris without jamming. High-strength belt material provides long wear and maximum uptime. The Eagle is specifically designed to provide versatile and reliable performance in a wide range of applications including highway sweeping, general municipal sweeping, trash, leaves, and other organics.



## ELGIN CHEVRON BELT CONVEYOR

- Full-width angled cleats moves more material to hopper to maximize productivity.
- Direct-drive hydraulic motor for optimal power transfer to conveyor system.
- Improved hopper fill by throwing debris toward center of hopper.
- Heavy-duty poly/nylon belt construction resists stretching and requires fewer adjustments.
- Ribs between cleats enhance effectiveness of moving fine debris into hopper.



## ELGIN SQUEEGEE CONVEYOR

- Chain side-plate constructed from hardened steel for long life and smooth operation.
- Three-piece design for easy service without removing complete assembly.
- Thick, multi-ply rubber-edged flights efficiently moves debris into hopper.
- Unique, interlocking, wavy-plate joint design prevents excessive wear and "thumping" over plate seams.
- Abrasion-resistant steel floor for durability.
- Direct-drive hydraulic motor for optimal power transfer to conveyor system.

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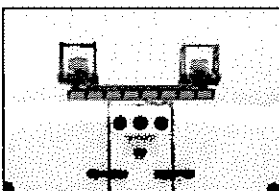
## ENHANCEMENTS



Lifeline<sup>®</sup> hopper system



In-cab side broom tilt and extended reach



Lighting Packages

### ADDITIONAL ENHANCEMENTS

- Automatic lubrication system
- Broom camera system (rear standard)
- Front spray bar
- Carbide dirt shoes
- PM-10 dust suppression
- High-speed conveyor
- And more





## OUR COMMITMENT TO QUALITY ONLY BEGINS WITH OUR EQUIPMENT

The Elgin Eagle is manufactured in an ISO 9001 certified, advanced industrial plant. We employ the latest technology to build the most reliable equipment, including high-precision laser cutters, efficient, accurate computer numerical controls (CNC), and a sophisticated powder coating system..

When you build a quality product you can back it up with a full one-year, unlimited hours warranty. Elgin also backs up your investment with superior local service and support. Our goal is to keep your machine—and your entire operation—up and running.

The Eagle can be customized to your unique requirements to meet local standards and regulations by means of a broad selection of configurations, options and accessories.

Through our international dealer network, we maintain a vast inventory of spare parts and offer fast shipment to any region of the world.

Altogether, the rugged, reliable Elgin Eagle is easy to operate, easy to maintain, and an easy choice when you are looking for quality equipment that is built to last.



### Eagle Mechanical Sweeper Specifications

Engine	Electrical System	Dust Control System	Sweep System	Conveyor
<b>Make</b> Cummins QSF <b>2.8 L</b> <b>Type</b> 4 cylinder <b>Displacement</b> 2.8 L <b>Horsepower</b> 74 @ 2500 RPM <b>Torque</b> 221 lb ft (299 Nm) <b>Aspiration</b> Turbo charged	<b>Voltage</b> 12 VDC / negative ground <b>Alternator</b> 60 amp <b>Battery 2</b> 12v 1000 CCA <b>Circuit Protection</b> Activated by ignition switched constant duty solenoid <b>Wiring</b> Hot stamp identified with weatherproof connectors	<b>Tank Construction</b> Polyethylene/SS <b>Tank Capacity</b> 360 gallon (1,362 L) <b>Fill Hose</b> 16 in 8 ft (5,080 mm) with 2.5 in (64 mm) NST hydrant coupling <b>Pump</b> Electric diaphragm <b>Spray Nozzles</b> 9 total: 3 main, 3 left & 3 right side brooms	<b>Sweep System Pump</b> Triple section gear pump <b>Capacity</b> 13.5 GPM @ 1200 RPM <b>Fittings</b> O-ring face seal <b>Reservoir Capacity</b> 13.5 GPM @ 1200 RPM <b>Inlet Strainer</b> 100 mesh <b>Return Filter</b> 6 micron	<b>Type</b> Exclusive Chevron belt <b>Material</b> (belt) Rubber reinforced fabric <b>Speed</b> Variable, with auxiliary engine RPM <b>Lift Control</b> Hydraulic

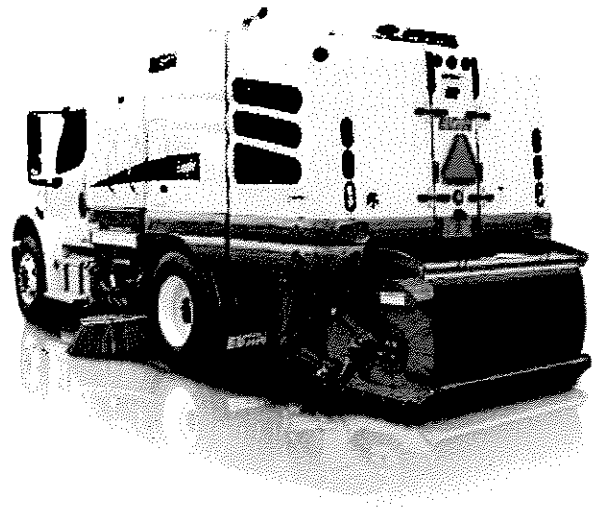
# Eagle®

## RELIABLE, HEAVY DUTY, VERSATILE MECHANICAL SWEEPER

For a sweep system with variable high dump capabilities and highway transport speeds, look no further than the Elgin® Eagle® four-wheel mechanical (broom) sweeper. Eagle sweepers are equipped with a no-jam conveyor or the optional elevator squeegee system, wide sweep path and an industry proven variable height lift system; 11" (279 mm) of hopper side-shift ensures easy dumping. Built on a conventional or cab-over commercial chassis, the Elgin Eagle features a dual mode air suspension system, so an operator can go from a solid rear axle for dumping stability to a fully sprung chassis for operator comfort and control during high speed transport.

### WHY EAGLE?

- 74hp Cummins Tier 4 final auxiliary engine
- 4.5 cubic yard (3.4 m<sup>3</sup>) hopper standard
- Variable dump height up to 11 feet 2 inch (3404 mm)
- 11 inch (279 mm) hopper side shift for maximizing dump truck/container payload distribution
- Chevron conveyor belt system with patented interchangeability to squeegee system



Elgin Sweeper • 1300 West Bartlett Road, Illinois 60120 USA  
Phone 847-741-5370 | Parts & Service 877-800-1111

Specifications subject to change without notice. Some products shown with optional equipment. Elgin® is a registered trademarks of Elgin Sweeper. Products may be covered by one or more United States Patents and/or pending patent applications. Elgin Sweeper is a subsidiary of Federal Signal Corp. | Federal Signal Corp. is listed in the NYSE by the symbol FSS.

Effective Date 01/23

P/N 070594 C

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Printed in the USA

# ELGIN®

Subsidiary of Federal Signal Corporation

## Whirlwind®



# WHIRLWIND® - POWERFUL, DURABLE VACUUM SWEEPER

Need a powerful vacuum sweeper that not only cleans but is durable, easy to operate and easy to maintain? The Elgin® Whirlwind is the answer. Suited for municipalities, contractors and general maintenance sweeping, the Whirlwind has evolved over four decades to bring out the best in vacuum street sweeping. The high performance sweep system, user-friendly controls, customizable suction nozzle and side broom configurations, and selection of cab-over or conventional chassis make the Whirlwind the obvious choice. Thanks to our worldwide factory-trained dealer network, you can be sure of satisfaction on delivery and far down the road.



## APPLICATION SOLUTIONS

*Elgin Sweeper doesn't offer just one sweeping technology — we take an application-based approach to solving our customers' sweeping needs. Our team works with each customer to ensure that you get a machine that fits your specifications, with the right truck, engine configuration, fuel requirements, and options.*

## POWERFUL SUPPORT

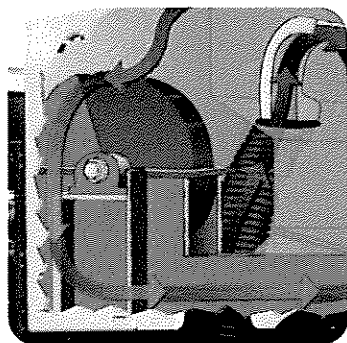
*Elgin's sweepers are built for clean, backed for life. Throughout the life of the sweeper, we offer training to your team on proper use and maintenance. We have a world-wide network of experienced dealers with factory trained technicians and a local stock of OEM parts and accessories, to ensure total customer peace of mind.*

## UNMATCHED QUALITY

*The Whirlwind was introduced over 40 years ago and has been continuously improved. Manufactured in an ISO:9001 certified plant, Elgin's are quality inspected and functionally tested prior to shipment. Paint prior to assembly ensures uniform, durable coverage. Whirlwinds are proudly assembled in the U.S.A.*

# POWERFUL CLEANING SYSTEM

How well a street sweeper picks up material is determined by its overall design. The air conveyance, sweeping and dust suppression systems, as well as ease of sweeper maintenance must all work together to achieve maximum sweeping performance.



## HIGHLY EFFICIENT AIR CONVEYANCE SYSTEM

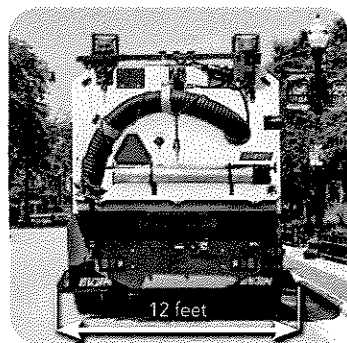
Efficient air flow, including a superior vacuum source and air routing path, is at the heart of the Whirlwind.

- High volume air flow at high velocity results in exceptional one-pass pickup while eliminating plugging that can occur in similar type sweepers.
- A nine-vane closed face turbine fan is powered by a turbo-charged diesel auxiliary engine for maximum airflow.

## HIGH PRODUCTIVITY SWEEP SYSTEM

The Whirlwind's versatile sweep path picks up debris close to the curb and across the widest expanse of road in its class.

- The sweep system includes one or two suction nozzles, trailing arm side brooms, and a centrally-mounted extension broom.
- You can choose 28 in (711 mm) or 36 in (914 mm) diameter trailing arm side brooms that can be operated individually or simultaneously for a sweep path of up to 144 in (3658 mm)\*.
- Simultaneous sweep is standard with the dual nozzle configuration. Choose between single or dual 32 in (813 mm) welded-steel suction nozzles that can be operated individually or simultaneously.
- The 11 in (279 mm) diameter suction hose accepts large debris. Quick disconnect allows an operator to inspect and clean the hose intake without raising the hopper.



## ECOINFUSED® SHAREDPOWER TECHNOLOGY

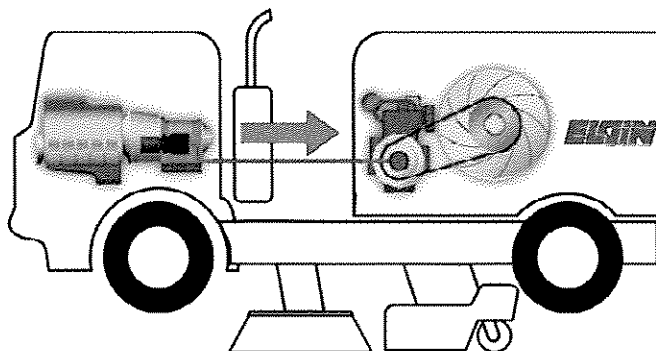
The Whirlwind's patented shared power system is a Tier 4F compliant solution that delivers proven performance, increased fuel efficiency, reduced emissions and lower noise levels at engine-rated speeds.

- The system was developed to share chassis power when using a 74 hp auxiliary engine to maintain outstanding sweep performance while providing a simple emission compliant solution that doesn't involve complex, higher maintenance, and expensive exhaust after treatment devices.
- Typically the chassis engine is underutilized while sweeping. EcoInfused SharedPower technology taps into that unused potential and allows power to be hydraulically transferred to, and shared with, the auxiliary engine.
- Power can also come from regenerative braking. Using a transmission mounted PTO, energy normally lost to vehicle momentum while sweeping on downhill grades or coasting can be reclaimed and immediately applied back into the sweeper system.



**EcoInfused**  
Technology  
**SharedPower**

To see an animation on how the SharedPower system works, scan the QR code or visit:  
[elginsweeper.com/Products/AirSweepers/Whirlwind](http://elginsweeper.com/Products/AirSweepers/Whirlwind)



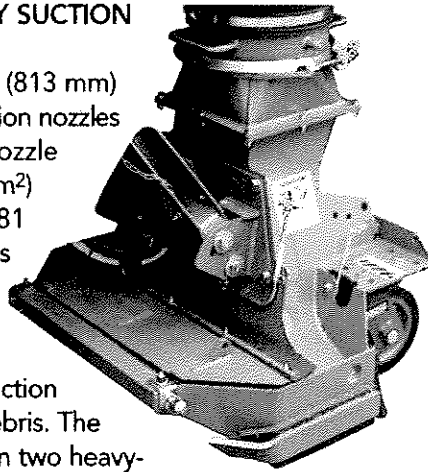
\*With 36 in side brooms



# THE ELGIN WHIRLWIND

## HIGH PRODUCTIVITY SUCTION NOZZLE(S)

A single or dual 32 in (813 mm) abrasion-resistant suction nozzles are available. Each nozzle covers 174 in<sup>2</sup> (1123 cm<sup>2</sup>) and extends 15 in (381 mm) beyond the tire's track for increased performance closer to the curb. The 11 in (279 mm) diameter suction hose accepts large debris. The suction nozzle rides on two heavy-duty pivoting caster wheels allowing it to track, staying in the path of the debris and following road contours. The suction nozzles are equipped with a front-mounted shutter that allows easy entry of larger/bulky objects and large quantities of leaves.

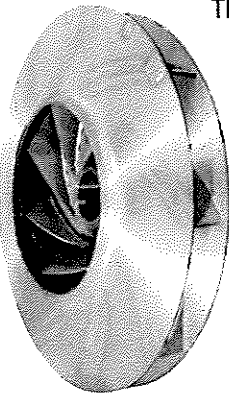


## HIGH-PERFORMANCE SWEEPER ENGINE

The heavy-duty John Deere 4045T diesel engine provides exceptional power and extended service life. Auto shut-down of engine functions comes standard. The latest EPA Tier 4F and CARB emission compliant packages are now standard.

## POWERFUL BLOWER

The high velocity, 9-vane blower generates the necessary airflow to convey the debris from the suction nozzle into the hopper and vacuum needed to overcome any restrictions such as rocks or bulky debris. More power means one-pass pickup, increasing operator productivity. The vanes are constructed of Hardox® brand steel for durability and maximum service life.



## HIGH CAPACITY/EFFICIENT LOADING

The 8 yd<sup>3</sup> (6 m<sup>3</sup>) capacity hopper provides extended sweeping time. Abrasion-resistant steel inlet deflector(s) direct debris flow to the center of the hopper for even, efficient material loading and maximum capacity utilization.

## COMPACT DESIGN

The sweeper mounts on conventional or cab-over chassis with short wheelbases, enabling a tight turn radius for better reach in cul-de-sac sweeping and greater maneuverability around corners. The standard auto-pickup in reverse allows for quick change of sweeping locations.

## UNIQUE TRAILING ARM SIDE BROOMS

The trailing arm design provides special 4-way action to closely follow road contours, provide inward safety for obstacles, and maintain a consistent broom angle even as the broom starts to wear. Digging pressure is adjustable in-cab.

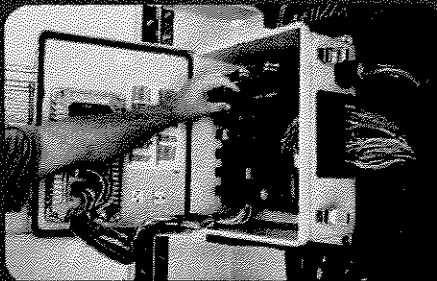
## EFFECTIVE WINDROW EXTENSION BROOM

The 54 in (1372 mm) hydraulically-driven extension broom operates at an 18 degree windrow angle, directing the debris into the path of the nozzle. The broom can pivot for left or right side sweeping and is pivoted by a heavy duty pneumatic cylinder.



## SIMPLE, EASY, ACCESS MAINTENANCE

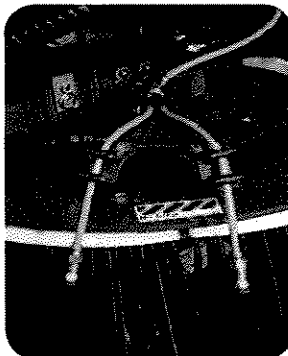
The Whirlwind is designed so that systems are accessible and easy to service. Large access doors allow for quick inspection of the auxiliary engine, electrical, water and hydraulic systems without tilting the hopper. The engine oil and pneumatic pressure can be checked, hydraulic filter changed and the fan bearings greased. The hydraulic system with o-ring seal fittings is designed for long life and leak-free operation. Heavy-duty, waterproof electrical connectors and color-coded wires have stamped identification for quick location during trouble shooting.



# SUPERIOR VACUUM SWEEPER DESIGN

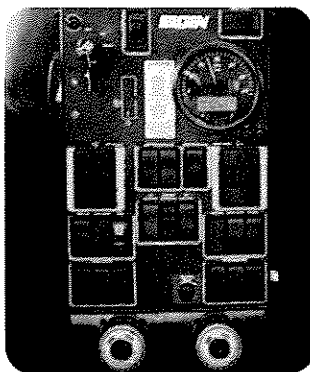
## COMPREHENSIVE WATER SYSTEM

Proper use of water is essential for dust suppression, sweeping performance and longevity of sweeper components. Up to 20 spray nozzles are located at the side brooms and inside the suction nozzles. The extension broom has 4 rubber mounted, quick-disconnect spray nozzles for easy cleaning and maintenance. The spray system is powered by two water pumps, one for each side of the sweeper. The pumps are controlled in-cab, with high/low settings to adjust for sweeping conditions. Two durable polyethylene water tanks provide 335 gal (1268 L) of water.



## ERGONOMIC CONTROLS

All sweep and water functions use rocker switches located on a centrally-mounted console for easy operation from either operator position. Air regulators provide positive side broom down pressure and separate switches control the deployment. Easy-to-read gauges provide quick assessment of all sweep and engine systems. Water level indicator is standard. A standard back-up camera and alarm enhance operator and sweeper safety.

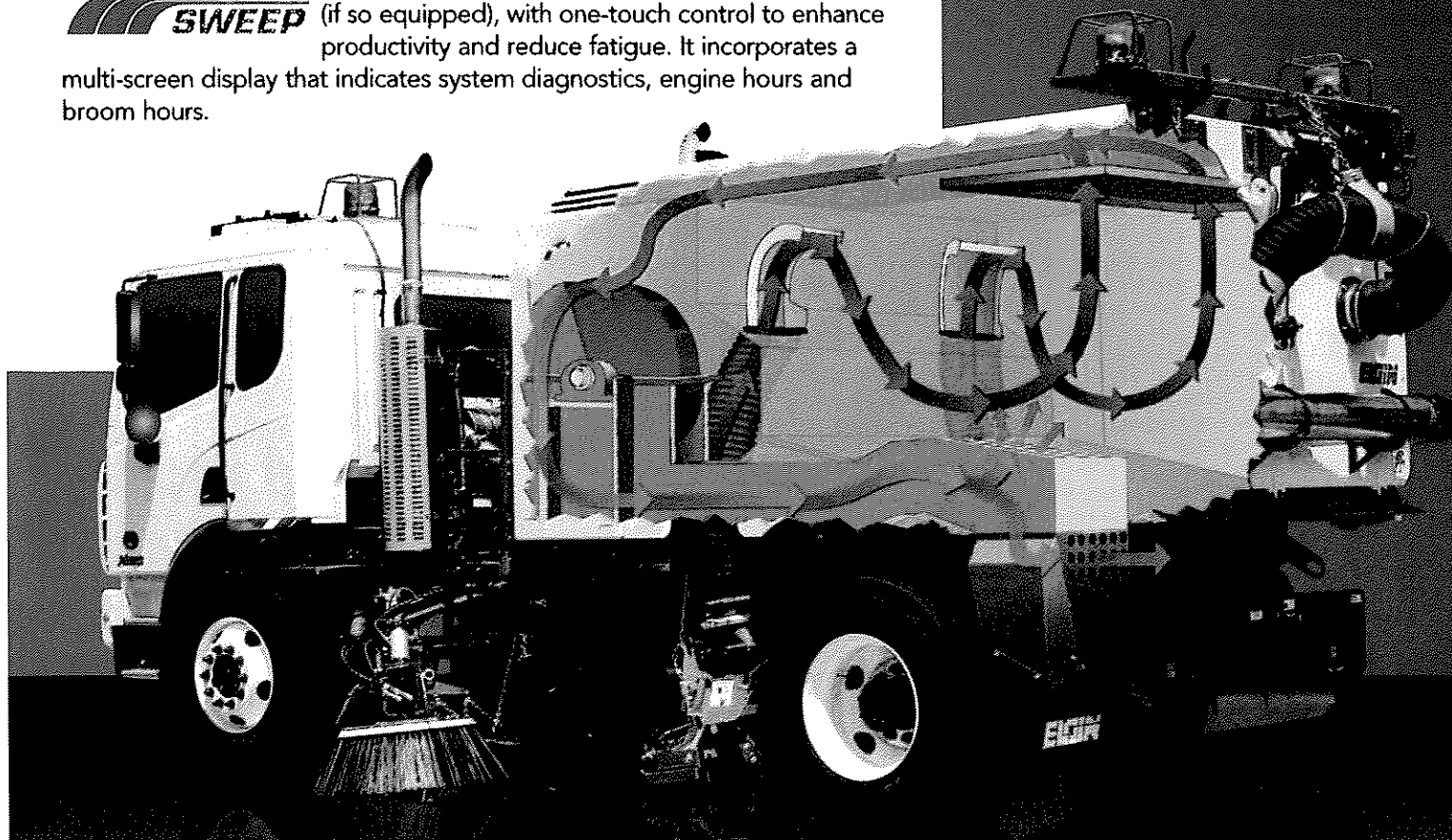
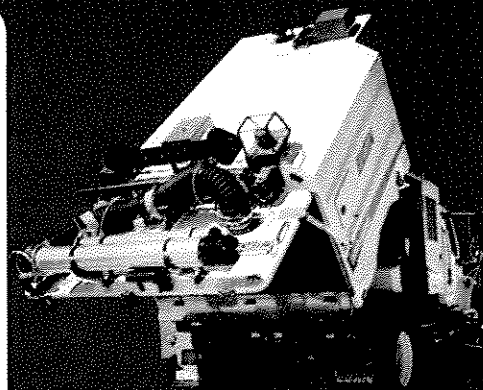


## MEMORY SWEEP

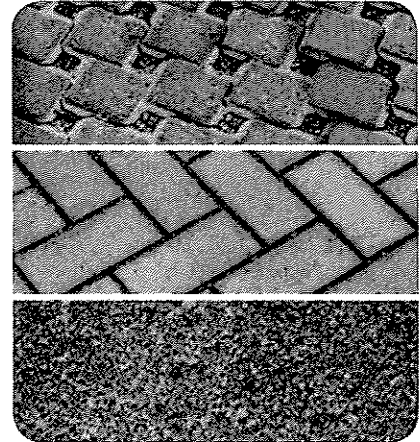
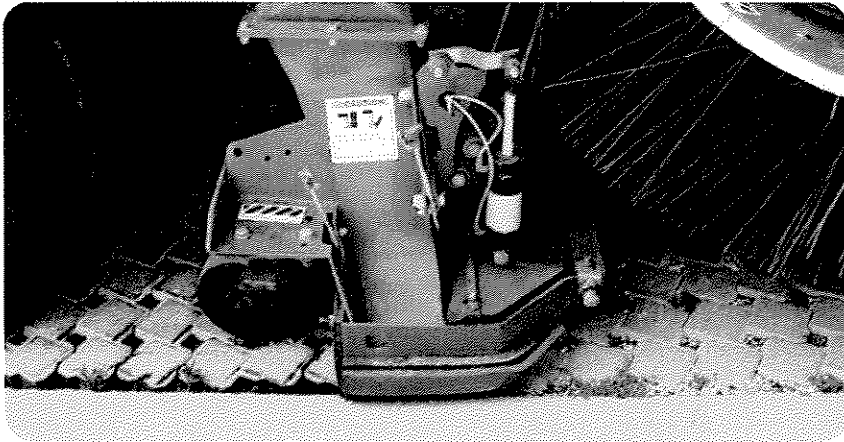
Elgin's Memory Sweep® system allows the operator to resume all previous sweep settings, even broom tilt (if so equipped), with one-touch control to enhance productivity and reduce fatigue. It incorporates a multi-screen display that indicates system diagnostics, engine hours and broom hours.

## QUICK COMPLETE DUMPING

The 8 cubic yard (6 cubic meter) hopper is constructed of 10 gauge steel walls, a ¼ inch (6.35 mm) thick steel floor with easy drop-down screens for quick cleanup. A 50 degree tilt angle ensures efficient dumping. Hopper controls are safely accessible on the curb side of the sweeper and conveniently located in-cab for quick unloading of the hopper.

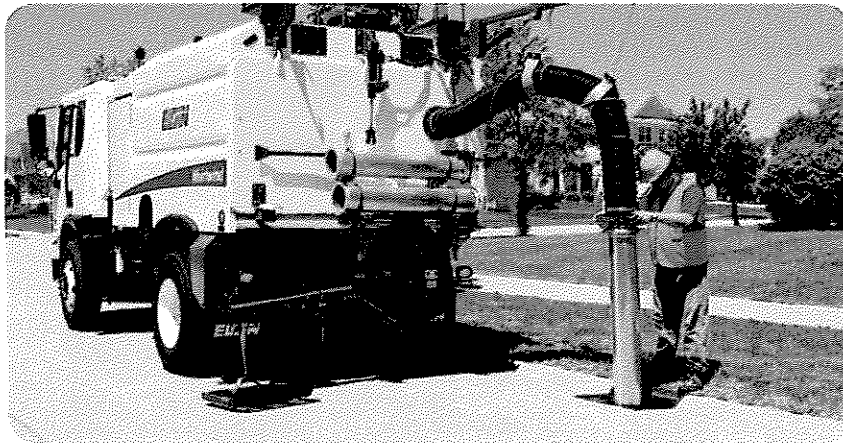


## APPLICATION-SPECIFIC CONFIGURATIONS



### PERMEABLE PAVEMENT CLEANING & RESTORATION

Installation of permeable pavement has increased in recent years as a best management practice (BMP) to deal with storm water runoff. These surfaces effectively reduce the amount of untreated water and accompanying pollutants directed into waterways. Both regenerative air sweepers and high-power pure vacuum sweepers can be used as part of a practical maintenance program for permeable pavement. However, for restoration when the surface is blocked and water is no longer able to infiltrate the ground, pure vacuum sweepers, such as the Whirlwind, work better due to highly concentrated vacuum levels which exceed that of a regenerative air sweeper. The Whirlwind's incredible vacuum is able to pull out embedded debris that plugs drainage paths. Most permeable pavement periodically requires this degree of vacuum to restore infiltration of clogged areas.



### CATCH BASIN CLEANING

Catch basins allow surface water runoff to enter the storm water conveyance system, while trapping solids and sediments that might otherwise end up polluting the receiving waters. Catch basin cleaning is an efficient and cost-effective method for preventing flooding as well as removing the sediment and pollutants before they can get into the waterways. A regular schedule of catch basin cleaning improves both aesthetics and local water quality.

A Whirlwind equipped with a heavy duty wandering hose becomes a versatile machine capable of street sweeping and catch basin cleaning.

- Multiple aluminum hose extensions can be added to the 4 ft long (1.2 m) catch basin nozzle for deep and thorough cleaning.
- Fingertip hydraulic controls on the handles easily adjust the height of the nozzle.
- The rear auxiliary engine throttle control improves operator productivity and adjustment of vacuum power.

The combination Elgin Whirlwind sweeper with wandering hose option provides a cost-effective tool to facilitate storm water management.



## OPTIONAL ENHANCEMENTS



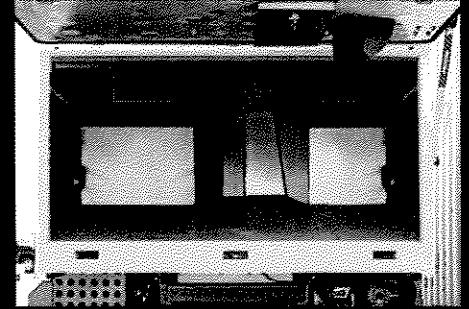
### WANDERING HOSE

The versatile, hydraulic-assist hose gets into hard-to-reach places and is effective in catch basin cleaning. It handles multiple tubes for especially deep catch basin cleaning.



### LIFELINE® HOPPER SYSTEM

The LifeLiner® hopper liner and finish system greatly improves the life, durability, and dumping functionality of a hopper. It is backed by a lifetime warranty.\*\*



### STAINLESS STEEL HOPPER SYSTEM

This complete hopper body is constructed entirely of 304 grade stainless steel to provide maximum service life, even in the most corrosive applications. It is backed by a lifetime warranty.\*\*

## ADDITIONAL OPTIONS:

- Variable broom speed
- Auto nozzle shutter
- Front spray bar
- Hopper inspection doors
- Rear flood light(s) LED
- Rotating beacon/strobe light LED
- Automatic lubrication system
- Hopper deluge
- Auxiliary hydraulic pump
- Additional water:  
140 gal (530 L), 280 gal (1060 L), 360 gal (1363 L)
- High/low pressure washdown
- In-cab side broom tilt
- Utility cover lifter
- PM-10 compliant
- 10 yd<sup>3</sup> (7.6 m<sup>3</sup>) hopper

## SPECIFICATIONS:

### SWEEP SYSTEM

High performance vacuum sweeper

### SWEEP PATH\*

One suction nozzle, one side broom, and extension broom: 95 in (2413 mm)

Dual suction nozzles, two sidebrooms and extension broom:

144 in (3658 mm)

### NOZZLE

Single 32 in (813 mm) abrasion-resistant suction nozzle (dual nozzles available)

Pick-up area: 174 in<sup>2</sup> (1123 cm<sup>2</sup>)

Extension beyond tire track: 15 in (381 mm)

### AUXILIARY ENGINE

John Deere 4045T

Tier 4F low emission diesel

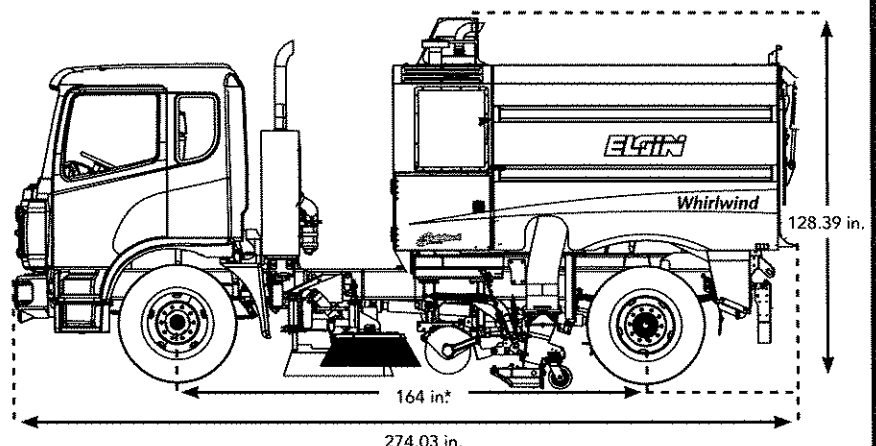
\*Tier 3 and Tier 2 for export only

### CHASSIS

Choice of conventional or cab-over chassis

### TRAVEL SPEED

Highway speeds



\*With 36 (914 mm) in side brooms \*\*Consult factory for warranty details

# ELGIN SWEEPER IS YOUR PARTNER...

## IN THE PLANNING

Instead of one-size-fits-all solutions, we'll work with you to select the sweeping technology that fits your specific needs.



## IN THE STREETS

We're here to help you maintain your Elgin and train your operators to ensure the job is done right.



## INTO THE FUTURE

Our dealers don't just sell you an Elgin; they're available to answer your questions and provide service for the life of the machine.



### WARRANTY

Elgin Sweeper Company backs the Whirlwind sweeper with a one-year limited warranty. The Whirlwind is warranted against defects in material or workmanship for a period of 12 months from the date of delivery to the original purchaser. Optional extended warranty packages are available. Consult your Elgin dealer for complete warranty details.

Your Local Elgin Dealer Is:



[elginsweeper.com](http://elginsweeper.com)

1300 W. Bartlett Road • Elgin, IL 60120 U.S.A.  
(847) 741-5370 Phone • (847) 742-3035 Fax

Specifications subject to change without notice. Some items shown may be optional. Elgin® Whirlwind®, LifeLine® and Memory Sweep™ are registered trademarks of Federal Signal Corporation. Hardox® is a registered trademark of Hardox wear plate. Federal Signal Corporation is listed on the NYSE by the symbol FSS. ©2017 Elgin Sweeper Company. U.S. Patent #9,010,467 B2 Effective 4/17 P/N 0705312-H



230274

PROCLAMATION NO.: \_\_\_\_\_

PRESENTED: AUG - 9 2023

ADOPTED: \_\_\_\_\_

**RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF FLINT AND POLICE OFFICERS LABOR COUNCIL  
FLINT POLICE DEPARTMENT LIEUTENANTS AND CAPTAINS FOR LUMP-SUM  
PAYMENTS FOR RECENTLY PROMOTED LIEUTENANTS**

**BY THE CITY ADMINISTRATOR:**

**WHEREAS**, Pursuant to the Flint City Charter, §4-406 (D), The Mayor shall submit to City Council for approval all collective bargaining contracts and amendments thereto before they become effective; and

**WHEREAS**, Flint City Council approved a bargaining agreement with the Flint Police Officers Labor Council on May 22, 2023 (see reso #230139); and

**WHEREAS**, the City of Flint, by its Human Resources/Labor Relations department, and the Police Officers Labor Council-Flint Police Department Lieutenants and Captains have discussed and tentatively agreed on the attached Memorandum of Understanding ("MOU"); and


**WHEREAS**, this MOU permits four (4) recently promoted Lieutenants to receive lump sum payments they were eligible for had they been promoted after the July 25, 2022, ratification of the Collective Bargaining Agreement ("CBA") between the City of Flint and the Police Officers Labor Council- Flint Police Department Sergeants; and

**WHEREAS**, the following eligible persons are to receive payment as follows:

- a. Terrance Walker \$1,675.00
- b. Nick White \$1,005.00
- c. Warren Williams \$1,005.00
- d. Noah Pillsbury \$1,005.00

**NOW THEREFORE BE IT RESOLVED** that the Flint City Council hereby approves the subject MOU granting lump sum payments as outlined above to Terrance Walker, Nick White, Warren Williams, and Noah Pillsbury for these individuals who would have received the lump sum had they been promoted after the July 25, 2022, ratification of the CBA between the City of Flint and the Police Officers Labor Council- Flint Police Department Sergeants.

**APPROVED AS TO FORM:**

  
William Kim (Aug 8, 2023 13:45 EDT)

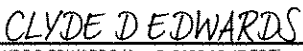
William Kim, City Attorney

**AS TO FINANCE:**

  
Jane Mager (Aug 8, 2023 11:57 EDT)

Jane Mager, Acting Chief Financial Officer

**FOR THE CITY:**

  
CLYDE D EDWARDS (Aug 8, 2023 13:47 EDT)

Clyde Edwards, City Administrator

**FOR THE CITY COUNCIL:**



## CITY OF FLINT

### STAFF REVIEW FORM

**TODAY'S DATE:** 06/29/2023

**AGENDA ITEM TITLE:** Collective Bargaining Agreement between City of Flint and POLC – Flint Police Department Lieutenants and Captains

**PREPARED BY:** Ed Smith, Human Resources/Labor Relations

**VENDOR NAME:** N/A

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

Flint City Council approved a collective bargaining agreement between the City of Flint and Flint Police Labor Council (see reso #230139 adopted 5/22/23).

The parties wish to provide recently promoted Lieutenants with lump sum payments to four officers that would have been eligible for had they promoted to the rank of Lieutenant after July 25, 2022, ratification of the CBA between the City of Flint and the Police Officers Labor Council.

Funding is available and will be paid from the appropriate wage account numbers according to each officer's individual primary general ledger account number as assigned in the payroll system.

**FINANCIAL IMPLICATIONS: \$**

from ratification through expiration of CBA. This estimate is based on current bargaining unit employees and includes an estimate for increases to wage rate for regular hours and ratification incentives.

**BUDGETED EXPENDITURE?** YES ☐ NO ☐ IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Total Expense Amount
Police	Wages	101-xxx.xxx-702.010	\$4,690.00

**PRE-ENCUMBERED?** YES ☐ NO ☐ **REQUISITION NO:**

**ACCOUNTING APPROVAL:**

**STAFF RECOMMENDATION: (PLEASE SELECT):** ☒ **APPROVED** ☐ **NOT APPROVED**

**DEPARTMENT HEAD SIGNATURE:** Eddie L. Smith

Eddie Smith, Director of Human Resources and Labor Relations

**MEMORANDUM OF UNDERSTANDING**  
**CITY OF FLINT**  
**-and-**  
**POLICE OFFICERS LABOR COUNCIL**  
**FLINT POLICE DEPARTMENT LIEUTENANTS AND CAPTAINS**

**Recently Promoted Sergeant Lump Sums**

This Memorandum of Understanding ("MOU"), made on \_\_\_\_\_, 2023, is between the City of Flint ("City") and the Police Officers Labor Council – Flint Police Department Sergeants ("Union").

**RECITALS**

The City and Union are parties to a Collective Bargaining Agreement ("CBA") with an initial effective term through June 30, 2024; and

The parties wish to provide Sergeants who were promoted after the ratification of the current CBA, but before the ratification of the 2023-2025 Collective Bargaining Agreement between the City of Flint and the Flint Police Officers' Association CBA, lump sum payments; and

The parties commit their agreement to writing in this MOU;

NOW, THEREFORE, the parties agree as follows:

1. **Eligible Individuals and Amounts.** The following persons shall receive the following lump sum payments:
  - a. Terrance Walker – One thousand six hundred seventy-five dollars (\$1,675).
  - b. Nick White – one thousand five dollars (\$1,005).
  - c. Warren Williams – one thousand five dollars (\$1,005).
  - d. Noah Pillsbury – one thousand five dollars (\$1,005).
2. The Lump Sum payments to the persons identified in paragraph 1 are subject to the following:
  - a. The Lump Sum payments will be paid via separate check during the first full pay period following the effective date of this Agreement.

DRAFT MOU

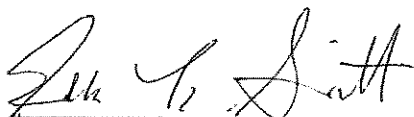
- b. The Lump Sum payments will be subject to usual payroll taxes and withholdings.
- c. The Lump Sum payments are not included as wages for the purpose of computing Final Average Compensation.

3. This MOU does not affect the wages or benefits of Eligible Individuals following their permanent promotion to the rank of Sergeant.


IN WITNESS WHEREOF, the parties executed this Memorandum of Understanding on the day and year first above written.

*This MOU is not effective until approved by the Flint City Council.*


City of Flint ("City")



Police Officers Labor Council  
Flint Police Department Sergeant  
("Union")



Sgt. Randy Matteson



Chris Hill 8/3/23  
POLICE LABOUR REP.

Approved as to form:

William Kim, City Attorney

230279



RESOLUTION NO.: \_\_\_\_\_

PRESENTED: AUG - 9 2023

ADOPTED: \_\_\_\_\_

**Resolution Requesting Solicitation of Proposals for Air Quality  
Monitoring in the City of Flint**

On June 20, 2023, the 7<sup>th</sup> Circuit Court upheld the operating permit issued allowing an asphalt plant to operate just outside the borders of the City of Flint;

The Flint City Council is gravely concerned that the operation of this asphalt plant may negatively impact the residents of Flint, particularly those on the north side of Flint who are closest to this asphalt plant and who may potentially be exposed to pollutants that may be emitted by the asphalt plant;

To ensure that the City and its residents are informed about the effects of the asphalt plant on their local air quality, the Flint City Council believes that additional testing and monitoring of the air quality is necessary.

**BE IT RESOLVED** that that the Flint City Council requests that City Administration do all things necessary to issue a Request for Proposal from firms able to provide air quality monitoring services on the north side of Flint.

**FOR THE CITY COUNCIL**

\_\_\_\_\_  
**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
William Y. Kim, City Attorney