City of Flint, Michigan

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



Meeting Agenda - DRAFT

Wednesday, August 9, 2023 5:00 PM

DOME AUDITORIUM

GOVERNMENTAL OPERATIONS COMMITTEE

Dennis Pfeiffer, Chairperson, Ward 8

Eric Mays, Ward 1 Quincy Murphy, Ward 3 Jerri Winfrey-Carter, Ward 5 Candice Mushatt, Ward 7 Ladel Lewis, Ward 2 Judy Priestley, Ward 4 Tonya Burns, Ward 6 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

230271 Performance Resolution/Michigan Department of Transportation (MDOT)

Resolution resolving that in consideration of the DEPARTMENT granting such PERMIT, the City agrees that: (1) Each party to this Resolution shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this Resolution, as provided by law. This Resolution is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification. either by Agreement or at law, for claims arising out of the performance of this Agreement; (2) If any of the work performed for the City is performed by a contractor, the City shall require its contractor to hold harmless, indemnify and defend in litigation, the State of Michigan, MDOT and their agents and employee's, against any claims for damages to public or private property and for injuries to person arising out of the performance of the work, except for claims that result from the sole negligence or willful acts of MDOT, until the contractor achieves final acceptance of the City. Failure of the City to require its contractor to indemnify MDOT, as set forth above, shall be considered a breach of its duties to MDOT; (3) Any work performed for the City by a contractor or subcontractor will be solely as a contractor for the City and not as a contractor or agent of MDOT. MDOT shall not be subject to any obligations or liabilities by vendors and contractors of the City, or their subcontractors or any other person not a party to the PERMIT without MDOT's specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims

by any contractor or subcontractor will be the sole responsibility of the City; (4) The City shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission. MDOT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for MDOT and all officers. agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, MDOT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages; (5) The City will, by its own volition and/or request by MDOT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the City's facilities according to a PERMIT issued by MDOT: (6) With respect to any activities authorized by a PERMIT, when the City requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, MDOT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for MDOT and all officers, agents, and employees thereof, pursuant to a maintenance contract; (7) The incorporation by MDOT of this Resolution as part of a PERMIT does not prevent MDOT from requiring additional performance security or insurance before issuance of a PERMIT; (8) This Resolution shall continue in force from this date until cancelled by the City or MDOT with no less than thirty (30) days prior written notice provided to the other party. It will not be cancelled or otherwise terminated by the City with regard to any PERMIT which has already been issued or activity which has already been undertaken; AND, Futher Resolving that the appropriate City officials in the Department of Public Works, including but not limited to, the Transportation Director and Director of the Department of Public Works, as well as the City Administrator, are authorized to apply to MDOT for the necessary permit to work within the State Highway Right of Way on behalf of the Municipality. [NOTE: The Michigan Department of Transportation (MDOT) requires that municipalities, prior to issuance of an "Individual Permit for Use of State Highway Right of Way", and/or an "Annual Application and Permit for Miscellaneous Operations within State Highway Right of Way," that municipalities enact a performance resolution.]

APPOINTMENTS

230230 Appointment/Ethics and Accountability Board/Joseph King

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

230272 Appointment/Flint Planning Commission/Jeffrey Curtis Horton

Resolution resolving that the Flint City Council approves the appointment of Jeffrey Curtis Horton, of763 Leith St Flint, Flint, MI 48505, to the Flint Planning Commission, to fill the remainder of the three-year term ending on March 31, 2026.

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

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

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

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

ADJOURNMENT





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

MDOT Performance Resolution

The Michigan Department of Transportation (MDOT) requires that municipalities, prior to issuance of an "Individual Permit for Use of State Highway Right of Way", and/or an "Annual Application and Permit for Miscellaneous Operations within State Highway Right of Way," that municipalities enact a performance resolution.

The City of Flint periodically applies to MDOT for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utilities or other facilities, or to conduct other activities, on, over, and under State Highway Right of Way at various locations within and adjacent to its corporate limits;

IT IS RESOLVED that, in consideration of the DEPARTMENT granting such PERMIT, the City agrees that:

- Each party to this Resolution shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this Resolution, as provided by law. This Resolution is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
- 2. If any of the work performed for the City is performed by a contractor, the City shall require its contractor to hold harmless, indemnify and defend in litigation, the State of Michigan, MDOT and their agents and employee's, against any claims for damages to public or private property and for injuries to person arising out of the performance of the work, except for claims that result from the sole negligence or willful acts of MDOT, until the contractor achieves final acceptance of the City. Failure of the City to require its contractor to indemnify MDOT, as set forth above, shall be considered a breach of its duties to MDOT.
- 3. Any work performed for the City by a contractor or subcontractor will be solely as a contractor for the City and not as a contractor or agent of MDOT. MDOT shall not be subject to any obligations or liabilities by vendors and contractors of the City, or their subcontractors or any other person not a party to the PERMIT without MDOT's specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims by any contractor or subcontractor will be the sole responsibility of the City.
- 4. The City shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, MDOT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for

MDOT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, MDOT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

- 5. The City will, by its own volition and/or request by MDOT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the City's facilities according to a PERMIT issued by MDOT.
- 6. With respect to any activities authorized by a PERMIT, when the City requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, MDOT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for MDOT and all officers, agents, and employees thereof, pursuant to a maintenance contract.
- 7. The incorporation by MDOT of this Resolution as part of a PERMIT does not prevent MDOT from requiring additional performance security or insurance before issuance of a PERMIT.
- 8. This Resolution shall continue in force from this date until cancelled by the City or MDOT with no less than thirty (30) days prior written notice provided to the other party. It will not be cancelled or otherwise terminated by the City with regard to any PERMIT which has already been issued or activity which has already been undertaken.

IT IS FURTHER RESOLVED that the appropriate City officials in the Department of Public Works, including but not limited to, the Transportation Director and Director of the Department of Public Works, as well as the City Administrator, are authorized to apply to MDOT for the necessary permit to work within the State Highway Right of Way on behalf of the Municipality.

FOR THE CITY:	FOR THE CITY COUNCIL:	
<u>Clyde D. Edwards</u> Clyde D. Edwards (Jul 21, 2023 12:34 EDT)		
Clyde Edwards, City Administrator	Flint City Council	
APPROVED AS TO FORM:		
William Kim (Jul 21, 2023 10:16 EDT)		
William Kim, City Attorney		



RESOLUTION STAFF REVIEW FORM

AGENDA ITEM TITLE:	MDOT Permits	BID/PROPOSAL#:	
PREPARED BY: (NAME & DEPARTMENT)	Kathryn Neumann, Transportation	DATE:	7/20/23
VENDOR NAME:	MDOT (Michigan Dept. of Transportation)		

BACKGROUND/SUMMARY OF PROPOSED ACTION/FINANCIAL IMPLICATIONS:

MDOT requires every municipality to enact a performance resolution that allows them to issue permits. The City of Flint periodically applies to MDOT for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utilities or other facilities, or to conduct other activities, on, over, and under State Highway Right of Way at various locations within and adjacent to its corporate limits.

Whenever the City of Flint works on a trunkline, a permit must be requested from MDOT. An example is when streets are shut down for Back to the Bricks or for the Crim, an MDOT permit must be pulled.

BUDGETED EXPENDITURE?	Yes	No	х	IF NO, PLEASE EXPLAIN:	No money is required
Pre-Encumbered?	Yes	No	х	REQUISITION Number:	
Is a Contract Needed?	Yes	No	х	LENGTH OF CONTRACT	YEARS
IF APPLICABLE, ESTIMATE AMOUNT BY BUDGET YEAR:					
OTHER IMPLICATIONS (I.E. COLLECTIVE BARGAINING)					

STAFF RECOMMENDS APPROVAL

DEI VILLIEM I HEVY MANAGORE	. •
Rodney McGaha	
Rodney McGaha (Jul 21, 2023 10:16 EDT)	

DEDARTMENT HEAD SIGNATURE.

Rodney McGaha, Director of Transportation



RESOLUTION NO.:_____

	PRESENTED:	JUL 1 9 2023
RESOLUTION OF REA	APPOINTMENT TO DUNTABILITY BOA	
BY THE CITY COUNCIL:		
Pursuant to §3-502 of the Flint and Accountability Board shall commembers appointed by the Mayor, and their respective ward.	sist of eleven (11) r	nembers, with two at-large
Joseph King's appointment to effective June 25, 2022, although he co		ccountability Board expired
2 nd Ward Flint City Councilment of Joseph King (2401 Lawndale Aven Accountability Board for the remainder immediately and expiring June 25, 202	nue, Flint, MI, 48504 - er of a six (6) year term	- 2 nd Ward) to the Ethics and
IT IS RESOLVED, that the F Joseph King (2401 Lawndale Avenue Accountability Board for the remainder immediately and expiring June 25, 202	e, Flint, MI, 48504 – er of a six (6) year term	2 nd Ward) to the Ethics and
APPROVED AS TO FORM:	APPROVE	D BY CITY COUNCIL:
William Kim, Chief Legal Officer		

Joseph King

2401 Lawndale ave Flint mi 48504

Phone:810 577 4770 Fax: 810 789 9997

E-mail: bluemax223@yahoo.com

Work History

1966 to 1968
Work at Yankee store on receiving dock
1966 to 1967
Work at top hat car wash
Washing cars
1967 to 1998
Work at ac spark plug
Hourly—retire 1998

1968 to 1970 Serve in united army (honorable discharge as E5)

1993

Started JL King construction company Owner/manger and worker

1998 to 2005
Became 50 per cent partner travel dynasty
A full serve travel agency
My duty were to manger the day to day operation

2005

Started magnum express tour and charter llc Charter bus company Duty manger operation and driver

Education

1963 to 1966 Attend mcts-shield high school Beatrice al High school diploma

1970 to 1972 Attend baker college flint mi Study business management (23 cr hr) no degree

1973 to 1974 Attend Detroit college of business flint mi Study business marketing (14 cr hr) no degree

Joseph King

Volunteer Experience

2004 to present

Appointed to Genesee county land bank citizens advisor board

2004 to present

Join north east village citizens district council

Elected vice chairman in 2007

Elected chairman in 2009 to present

2006 to present

Join north Saginaw st. business association

Elected vice chair in 2007

Elected chairman 2009 to present

2009 to present

Flint neighborhood restoration group

Flint police volunteers

2010 to present

Flint police blue badge volunteers

1984

Vietnam veteran of American chapter

Licenses and Certificates

1993—residential builder license state of mi.

1993-lead risk assessment and lead inspection certificate of completion from univ. of cinn.

1994—bathroom remodeling

Kitchen remolding

Home inspection

Certificates from Oakland builders institute of Rochester hills mi.

1996 —home inspection certificate from Mott community college

1996—real estate salesman license state of Michigan

1998—limited real estate appraisers license state of mi.

2001—lead abatement supervisor license state of mi.

1982 to 2003 masa umpire

1984 to 2007 Michigan high school football, basketball, softball and baseball official





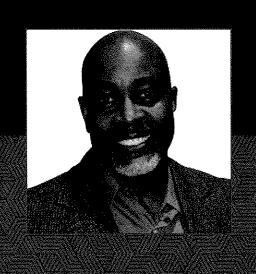
RESOLUTION NO.:	
PRESENTED:	AUG - 9 2023
ADOPTED:	

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

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

BE IT RESOLVED that the Flint City Council approves the appointment of Jeffrey Curtis Horton, of 763 Leith St Flint, Flint, MI 48505, to the Flint Planning Commission, to fill the remainder of the three-year term ending on March 31, 2026.

FOR THE CITY OF FLINT:	APPROVED BY CITY COUNCIL:
Muxim	
Sheldon A. Neeley, Mayor	
APPROVED AS TO FORM:	
	makanan menderi di manan menderi di mana
William Kim, City Attorney	



- Flint, MI 48505
- [] 833-611-9111
- done@jeffthecloser.com

SUMMARY

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

SKILLS

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

Jeffrey Curtis Horton

EXPERIENCE

February 2023 - Current

Project Manager COOL FINANCIALLY LLC | Flint, MI

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

June 2004 - Current

Co-Founder & Broker REALSYS USA | Atlanta, GA

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

EDUCATION AND TRAINING

June 1982

High School Diploma

Flint Central HS, Flint, MI

CERTIFICATIONS

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

ACCOMPLISHMENTS

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





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

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

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

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

FOR THE CITY OF FLINT:	APPROVED BY CITY COUNCIL:
My My	
Sheldon A. Neeley, Mayor	
APPROVED AS TO FORM:	
William Kim City Attorney	

MARTIN J. BANKS

FUNERAL DIRECTOR

CONTACT ME

SUMMARY

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

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

OVERVIEW

26

YEARS OF PROFESSIONAL EXPERIENCE



WORK HISTORY

Manager (f)

The Banks Group, Inc.

2009-09 - Current

Show Description

Certified Guest Teacher

Flint Community Schools

2001-02 - 2012-09

Show Description

Manager Manager

Serenity Funeral Chapel

2008-12 - 2009-08

Show Description

EDUCATION

Bachelor of Science - Mortuary Science
Wayne State University

MBA - Strategic Management
Regis University

High School Diploma
Beecher High School

SKILLS

Verbal and Written Communication

Business Planning

Customer Relationship Management

Brand Management

TIMELINE

Manager
The Banks Group, Inc.

2009-09 - Current

Manager
Serenity Funeral Chapel
2008-12 - 2009-08

Certified Guest Teacher

Flint Community Schools

2001-02 - 2012-09

Bachelor of Science - Mortuary
Science
Wayne State University

MBA - Strategic Management
Regis University

High School Diploma
Beecher High School

230275

RESOLUTION:

PRESENTED: 8-9-2023

ADOPTED:

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

BY THE CLERK:

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

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

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

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

APPROVED AS TO FORM:	APPROVED BY CITY COUNCIL:		
William Kim, Chief Legal Officer			

Wendell Jackson

7458 Cell

2501 Brownell Blvd. Flint Michigan 48504 | 903-305-jacksonwj@yahoo.com

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

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

Professional Skills

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

Work History and Education

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