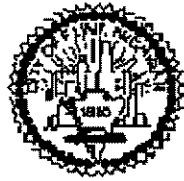


City of Flint, Michigan

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



Meeting Agenda - FINAL

Monday, September 11, 2023

5:30 PM

CITY COUNCIL CHAMBERS

CITY COUNCIL

Ladel Lewis, Vice President, Ward 2

*Eric Mays, Ward 1
Judy Priestley, Ward 4
Tonya Burns, Ward 6
Dennis Pfeiffer, Ward 8*

*Quincy Murphy, Ward 3
Jerri Winfrey-Carter, Ward 5
Candice Mushatt, Ward 7
Eva L. Worthing, Ward 9*

Davina Donahue, City Clerk

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

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

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

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

230276.6 Public Hearing/Ordinance No. 230276

A Public Hearing for Ordinance No. 230276, an ordinance to amend the Flint City Code of Ordinances by amending Chapter 6 (Alcoholic Liquor Sales), Article I (In General), Section 6-6 (Consumption in Public Prohibited; Possession or Consumption in Public Park or Parkway Prohibited; Exception).

230277.6 Public Hearing/Ordinance No. 230277

A Public Hearing for Ordinance No. 230277, an ordinance to amend the Flint City Code of Ordinances by amending Chapter 28 (Motor Vehicles and Traffic), Article I (In General), Section 28-28.6 (Adoption of State Law Covering Possession of Alcohol in Passenger Compartment of a Motor Vehicle).

230278.6 Public Hearing/Ordinance No. 230278

A Public Hearing for Ordinance No. 230278, an ordinance to amend the Flint City Code of Ordinances by amending Chapter 28 (Motor Vehicles and Traffic), Article XIV (Motorcycles, Bicycles and the Like)/Division (Bicycles).

PUBLIC SPEAKING

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

COUNCIL RESPONSE

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

CONSENT AGENDA

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

RESOLUTIONS

230299 Grant Acceptance/State of Michigan (SOM)/Public Assistance Grant Program [FEMA]

Resolution resolving that the appropriate City officials are authorized to do all things necessary to process a budget amendment recognizing grant revenue and corresponding appropriations under grant code FFEMA-CRV23 in the amount of \$70,368.36.

230300 Purchase of Properties/Friends of Berston/Genesee County Land Bank/Berston Fieldhouse Development Project

Resolution resolving that the appropriate City officials are authorized to do all things necessary to provide funding to Friends of Berston and the Genesee County Land Bank to purchase these properties for this development project. Funds will be paid from the Neighborhood Planning grant fund (296). [NOTE: In the amount of \$3,450.00.]

230302 CO#3/Contract/Sorensen Gross/Dort Pump Station Rehabilitation

Resolution resolving that the appropriate City Officials are hereby authorized to enter into Change Order #3 of the contract with Sorensen Gross for the Dort Pump Rehabilitation Project, in an amount not to exceed \$30,222.00 for FY24(07/01/23-06/30/24) for an aggregate grand total amount not to exceed \$4,399,391.47.

230303 William E. Walter/HVAC Services/Additional City Departments

Resolution resolving that the Division of Purchases & Supplies is hereby authorized to issue additional Purchase Orders to William E. Walter for W.

Plant and OBC HVAC services in the amount not to exceed \$39,000.00, for an overall Grand Total not to exceed \$179,000.00 for FY24 (07/01/23-06/30/24).

230305 Contract/Brown & Sons Co, Inc./Auto Parts

Resolution resolving that the appropriate City Officials are authorized to do all things necessary to enter into a contract with Brown & Sons, Co., Inc. for the annual supply of auto parts, bulbs, breakers, sprays, and filters for the amount of \$100,000.00 per year for FY24, FY25, and FY26, pending the adoption of the FY25 and FY26 budgets, for a total of \$300,000.00.

230306 J.F. Cavanaugh Company/WPC Influent Chamber/Emergency Repair

Resolution resolving that the Proper City Officials are authorized to do all things necessary to approve this emergency procurement with J. F. Cavanaugh Company for the WPC Influent Chamber repair and restoration, in the not to exceed amount of \$135,908.00 using available FY 2024 sewer funding.

230307 CO#1/Contract/Industrial Applied Technologies [Formerly W.S.I. Industrial Services, Inc.]/WPC East Tank Cleaning

Resolution resolving that the Proper City Officials are authorized to do all things necessary to approve Contract Change Order?1 with Industrial Applied Technologies, formerly W.S.I. Industrial Services, Inc., for the WPC East Tank Cleaning in the not to exceed amount of \$350,000.00, a revised contract not to exceed amount of \$920,000.00.

230308 Lake Star Construction Services, Inc./Lead Remediation/Lead Based Paint Hazard Program

Resolution resolving that Division of Purchases & Supplies is hereby authorized to issue a Purchase Order for FY24 to Lake Star Construction for the lead remediation project for the Lead Based Paint Hazard Program in an amount not to exceed \$378,000.00 for FY24(07/01/2023 to 10/31/2023).

230309 Contract/Complete Towing/Towing Service for the Police Department

Resolution resolving that the Proper City Officials, upon City Council's approval, are hereby authorized to enter into a contract with Complete Towing for the Police Department for towing and storage services, for a total not to exceed \$428,245.00 , for FY2024 (07/01/23 06/30/24).

230311 Contract/Inliner Solutions, LLC/Sanitary Sewer Relining Services

Resolution resolving that the Proper City Officials, upon City Council's approval, are hereby authorized to enter into a three-year contract with Inliner Solutions, LLC for sewer relining services and a three-year aggregate amount of \$6,900,000.00 (\$2,300,000.00 pending adoption of the FY25 budget, \$2,300,000.00 pending adoption of the FY26 budget).

RESOLUTIONS (May Be Referred from Special Affairs)**230310** ARPA Funding Award/Neighborhood Engagement Hub/Impacts on the Pandemic on Blight

Resolution resolving that the appropriate City officials are authorized to do all things necessary to provide funding to the Neighborhood Engagement Hub 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: In the amount of \$594,000.00.]

230312 Support for Lane Reduction(s)/Fifth (5th) and Court Streets/From Ann Arbor Street to Lapeer Road

Resolution resolving that the City Council of the City of Flint wholeheartedly supports the implementation of lane reduction (sometimes referred to as "road diets") of Court Street and 5th Street, commencing from Ann Arbor Street to the intersection of 5th and Court Streets with Lapeer Rd.

230313 Public Hearing Date/Brownfield Redevelopment Plan/Carriage Town Neighborhood Project

Resolution resolving that the Flint City Council will hold a public hearing on the above request at 5:30 p.m. on October 9, 2023 at wherever location the Flint City Council will meet on that date, AND, resolving that the governing body shall provide notice of the hearing to the taxing jurisdictions that levy taxes subject to capture under this Act and shall fully inform the taxing jurisdictions about the fiscal and economic implications of the proposed brownfield plan.

230252.1 Amended Resolution/Contract/ARPA Fund Utilization/Pandemic Impact on Housing for Flint Homeowners/Court Street Village/The Paint Project

An amended 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.] [NOTE: Resolution amended to remove "...amend the FY24 budget..." from the Resolved paragraph.]

230301 CO#4/Contract/Shelter of Flint/Contract No. 21-088

Resolution resolving that the appropriate City officials are authorized to process any necessary budget adjustments and to enter into Change Order #4 to Contract 21-088 with Shelter of Flint in the amount of \$25,000.00 for a new total contract amount of \$618,290.00.

230314 Funding/Public Health Office/Opioid Settlement Funds

Resolution resolving that the appropriate City officials are authorized to do all things necessary to allocate Opioid Settlement Funds to fund the Office of Public Health and appropriate the funding for revenue and expenditure in future fiscal years' budgets, in the amount of \$330,000, grant code ONOS-OPDST22, with the ability to roll over any funds remaining to subsequent fiscal years through Dec. 31st, 2040.

230315 Suspension/Councilwoman Ladel Lewis/Flint City Charter Violations

Resolution resolving that the Flint City Council, pursuant to its authority under Section 3-103 of the Flint City Charter, hereby suspends Councilwoman Ladel Lewis for a period of six (6) months, effective immediately, and through and including March 1, 2023, AND, resolving that while suspended, Councilwoman Ladel Lewis is prohibited from taking her seat or participating in any meeting of the City Council or its committees, in her official capacity as City Councilwoman.

230316 Suspension/Councilman Quincy Murphy/Flint City Charter Violations

Resolution resolving that the Flint City Council, pursuant to its authority under Section 3-103 of the Flint City Charter, hereby suspends Councilman Quincy Murphy for a period of six (6) months, effective immediately, and through and including March 1, 2023, AND, resolving that while suspended, Councilman Quincy Murphy is prohibited from taking his seat or participating in any meeting of the City Council or its committees, in his official capacity as City Councilman.

SECOND READING AND ENACTMENT OF ORDINANCES

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

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

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

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

Compartment of a Motor Vehicle).

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

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

SPECIAL ORDERS/DISCUSSION ITEMS

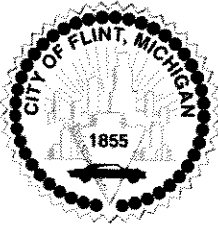
- 230317** Special Order/Organization of City Council

A Special Order as requested by Council Vice President Lewis to allow for a discussion about the organization of City Council and the election of a presiding officer from its members, i.e. President of the Council.

FINAL COUNCIL COMMENTS

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

ADJOURNMENT



RESOLUTION NO.:

230299

PRESENTED:

SEP - 6 2023

ADOPTED:

**RESOLUTION TO ACCEPT \$70,368.36 FROM THE STATE OF MICHIGAN FOR THE
PUBLIC ASSISTANCE GRANT PROGRAM (FEMA)**

BY THE CITY ADMINISTRATOR:

WHEREAS, through the Michigan Department of State Police, Emergency Management and Homeland Security Division as a sub-recipient, \$70,368.36 has been awarded to the City of Flint under the Federal Emergency Management Agency's program titled "FEMA-4494-DR-MI Public Assistance Grant Program; and


WHEREAS, the supplemental funding covers emergency operating expenses the City has incurred due to the Coronavirus pandemic allowed under the grant; and

WHEREAS, the award covers prior fiscal years, the following details Funds to be reimbursed for the qualified expenditures.

Fund	Reimbursement Account #	Amount
General Fund	101-000.001-676.000	17,605.78
Major Streets	202-000.001-676.000	1,121.46
Sewer Fund	590-000.001-676.000	6,871.77
Water Fund	591-000.001-676.000	2,597.36
Fringe Benefit Fund	627-000.001-676.000	42,097.00
Fleet Motor Pool Fund	661-000.001-676.000	74.99
	Total Reimbursement	\$70,368.36

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary to process a budget amendment recognizing grant revenue and corresponding appropriations under grant code FFEMA-CRV23 in the amount of \$70,368.36.

APPROVED AS TO FORM:


William Kim (Aug 15, 2023 15:35 EDT)


William Kim, City Attorney

APPROVED AS TO FINANCE:


Jane Mager (Aug 16, 2023 14:57 EDT)

Jane Mager, Acting Chief Financial Officer

FOR THE CITY OF FLINT:


CLYDE D EDWARDS (Aug 15, 2023 16:34 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

RESOLUTION STAFF REVIEW

Date: 8/15/23

Agenda Item Title: Resolution to Accept \$70,368.36 from State of Michigan for the Public Assistance Grant (FEMA)

Prepared By: V. Foster

Background/Summary of Proposed Action:

The FEMA-4494-DR-MI, Public Assistance Grant Program provides supplemental disaster grant assistance to governmental organizations for reimbursement of eligible expenses for protective measures related to the COVID-19 pandemic.

A request was submitted to FEMA for reimbursement of qualified expenses and was approved for \$70,368.36. This reimbursement covers supplies, as well as COVID-19 screening and testing of employees for expenses incurred between the dates of 1/20/2020 and 6/30/2021.

As the award covers expenses from prior fiscal years, the following details funds that will be reimbursed for the qualified expenditures:

General Fund	#101-000.001-676.000	\$17,605.78
Major Streets	#202-000.001-676.000	\$ 1,121.46
Sewer Fund	#590-000.001-676.000	\$ 6,871.77
Water Fund	#591-000.001-676.000	\$ 2,597.36
Fringe Benefit Fund	#627-000.001-676.000	\$42,097.00
Fleet Motor Pool Fund	#661-000.001-676.000	\$ 74.99
		<u>\$70,368.36</u>

It is the recommendation of the Department of Finance to accept Public Assistance Grant Program funding in the amount of \$70,368.36 as awarded by the Michigan Department of State as a subrecipient of the FEMA grant.

Recommendation approval:


Jane Mager (Aug 16, 2023 14:57 EDT)

Jane Mager
Acting Chief Financial Officer

**State of Michigan
Public Assistance (PA) Grant Program
Grant Agreement
FEMA-4494-DR-MI (COVID-19)**

Assistance Listings Number (ALN): 97.036
(Previously CFDA Number)

This Public Assistance (PA) Grant Agreement is hereby entered in to between the Michigan Department of State Police, Emergency Management and Homeland Security Division (MSP/EMHSD) (hereinafter called the Recipient), and

CITY OF FLINT

(hereinafter called the Subrecipient)
Public Assistance ID Number: 049-29000-00
PW Number: PA-05-MI-4494-PW-00305(0)

I. Purpose

The purpose of the Public Assistance Grant Program is to provide supplemental financial assistance for disaster relief in eligible areas within the state, including funds for emergency protective measures – actions taken to eliminate or lessen immediate threats to lives, public health, or safety. Eligible costs are outlined in the Federal Emergency Management Agency's (FEMA), Public Assistance Program and Policy Guide, FP-104-009-2, April 2018 (PAPPG) and FEMA COVID-19 Fact Sheets and Guidance.

II. Statutory Authority

The President of the United States declared a disaster for all counties in Michigan on March 27, 2020, under the authority of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5207 (Stafford Act), in accordance with 44 CFR § 206.44. This disaster declaration is a result of the Coronavirus (COVID-19) Pandemic for the incident period beginning January 20, 2020.

The Subrecipient agrees to comply with all program requirements in accordance with FEMA guidance including, but not limited to, FEMA's PAPPG (April 2018) and other guidance specific to COVID-19. The Subrecipient also agrees to comply with regulations, including, but not limited to, the following, as applicable:

- A. Administrative Requirements, Cost Principles, and Audit Requirements
 1. Public Law 93-288, as amended, *The Robert T. Stafford Disaster Relief and Emergency Assistance Act*, 42 U.S.C., 5121-5207, its implementing regulations contained in Title 44 of the Code of Federal Regulations (CFR) and FEMA policy and guidance.
 2. 2 CFR, Parts 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
 3. 44 CFR, Part 10, *Environmental Considerations*.
 4. 44 CFR, Part 206, *Federal Disaster Assistance* (including Subparts G, H, and I) *Public Assistance Project Administration, Public Assistance Eligibility, and Public Assistance Insurance Requirements*.
- B. Federal Emergency Management Agency (FEMA) Program Guidance
 1. FP 104-009-2, Public Assistance Program and Policy Guide (April 2018).
 2. Federal Emergency Management Agency (FEMA) COVID-19 Fact Sheets and Guidance are located online at <https://www.fema.gov/coronavirus/fact-sheets>.
 3. Public Assistance Management Costs Standard Operating Procedures (February 2019).
- C. Other Federal Regulations
 1. National Environmental Policy Act (NEPA).
 2. 16 U.S.C. § 3501, Coastal Barrier Resources Act.
 3. 16 U.S.C. § 470, National Historic Preservation Act.
 4. 16 U.S.C. § 1531, Endangered Species Act References.

5. The Federal Funding Accountability and Transparency Act (FFATA) (Public Law 109-282, as amended by section 8202(a) of Public Law 110-252).
6. Executive Order (EO) 11988, Floodplain Management.
7. Executive Order (EO) 11990, Protection of Wetlands.
8. Executive Order (EO) 12612, Federalism.
9. Executive Order (EO) 12898, Environmental Justice.
10. Executive Order (EO) 12699, Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction.

III. Award Amount and Restrictions

The Federal Emergency Management Agency (FEMA) determines program eligibility and grant amounts. Federal assistance will be made available, within the limits of funds available from Congressional appropriations for such purposes, in accordance with the Stafford Act and applicable regulations found in the Code of Federal Regulations (CFR), and applicable policy and guidance. The Federal Emergency Management Agency (FEMA) has obligated funds for the project below:

PW #	PA-05-MI-4494-PW-00305(0)
Project Number and Project Name	184711 - Flint Spring 2021 FEMA Application
Total Eligible	\$70,368.36
Federal Share Obligated	\$70,368.36
Subrecipient Cost Share	\$0.00

Reimbursement amounts will be based on approved FEMA Project Worksheets (PW) and may be adjusted based upon eligibility reviews in compliance with statutes, rules, and regulations. The Federal Emergency Management Agency (FEMA) may obligate a PW based on estimates; however, actual costs for completion within the eligible scope of work may differ from the estimated amount.

The Subrecipient shall comply with all applicable state and local ordinances, laws, regulations, and building codes and standards. Prior to the start of any construction activity, the Subrecipient shall obtain all applicable federal, state, and local permits and clearances, and comply with all regulations including FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws and executive orders. **Any activities that have been initiated without the necessary Environmental and Historic Preservation (EHP) review and approval will result in a non-compliance finding and will not be eligible for federal funding.**

Category B, Emergency Protective Measures work, for which federal funds have been approved, is usually subject to completion six months from the declaration date; however, for this disaster, the **project completion deadline date will be determined by FEMA**. If extenuating circumstances or unusual project conditions exist, a time extension may be requested through the Recipient.

IV. Responsibilities of the Subrecipient

- A. **Federal grant funds must supplement, not replace (supplant), existing state or local funds appropriated for the same purpose.** Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds. Federal funds cannot be used to replace a reduction in non-federal funds or solve budget shortfalls in general fund programs.
- B. **The Subrecipient shall not use Public Assistance Grant Program funds to generate program income.**
- C. **Grant Agreement Package.** In addition to this grant agreement, the Subrecipient shall complete, sign, and submit to the Recipient the following documents, which are incorporated by reference into this grant agreement:

1. Subrecipient Risk Assessment Certification (EMHSD-RA).
 2. Standard Assurances (20_16 Summary Checklist, 20_16a Assurances Non-Construction, 20_16b Assurances Construction, 20_16c Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements).
 3. Disclosure of Lobbying Activities (SF-LLL).
 4. Audit Certification (EMHSD-053).
 5. Request for Taxpayer Identification Number and Certification (W-9).
 6. Request for Reimbursement of Public Assistance Project Expenses (EMHSD-015a) certifying project expenditures and completion within the grant period (complete and submit upon project completion or for partial reimbursement request as directed by VII. Payment Procedures).
 7. Permits or Waivers. (For projects requiring permits or waivers, including work that requires Michigan Department of Environment, Great Lakes, and Energy (EGLE) review, submit either the EGLE permit that was issued or a written statement or email (waiver) from the Subrecipient's regional EGLE representative to document the crossing/site does not require a permit.)
 8. Other documents that may be required by federal or state officials.
- D. Comply with the requirements of the Stafford Act and all FEMA Public Assistance policies, including, but not limited to, the PAPPG and any policy or guidance document not superseded by the PAPPG.
- E. Comply with applicable financial and administrative requirements set forth in the current edition of 2 CFR, Part 200, including, but not limited to, the following provisions:
1. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.
 2. Retain all financial records, statistical records, supporting documents, and other pertinent materials for at least three years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.
 3. Comply with applicable local, state, and federal procurement rules and regulations, whichever is most restrictive. Federal procurement rules are found at 2 CFR, Part 200.317-327.
 4. Non-federal entities that expend \$750,000 or more in federal funds during their current fiscal year are required to have a single or program-specific audit conducted for that year in accordance with the Single Audit Act of 1984, as amended, and 2 CFR, Part 200.501.
- F. **Civil Rights Compliance.** Subrecipients must carry out programs and activities in a manner that respects and ensures the protection of civil rights for protected populations. These populations include but are not limited to individuals with disabilities and others with access and functional needs, individuals with limited English proficiency, and other diverse racial and ethnic populations, in accordance with Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964, and Executive Order 13347.
- G. **Environmental and Historic Preservation (EHP) Compliance.** The federal government is required to consider the effects on the environment and/or historic properties of any federally funded activities and programs, including grant funded projects. The EHP Program engages in a review process to ensure that federally funded activities comply with federal EHP regulations, laws, and executive orders as applicable. The goal of these compliance requirements is to protect the nation's environmental, historic, and cultural resources. The Subrecipient shall not undertake any project having the potential to impact EHP resources without prior approval. **Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for federal funding.**
- H. **Obtain a Unique Entity Identifier (UEI)**, a unique number assigned to all entities doing business with the federal government. It is requested by, and assigned by, the System for Award Management (SAM.gov).
- I. Cooperate with the federal government in seeking recovery of funds that are expended in alleviating the damages and suffering caused by this disaster against any party or parties whose intentional acts or omissions caused or contributed to the damage or hardship for which federal assistance is provided pursuant to the Presidential declaration of this disaster.
- J. **Quarterly Reports.** Submit Quarterly Progress Reports on all large projects over the small project threshold to the MSP/EMHSD each quarter. Deadlines for quarterly report submissions are as follows: January 15, April 15, July 15, and October 15.

- K. **Project Completion.** Notify the Recipient immediately upon completion of each large project and upon completion of the last small project; do not wait for the Quarterly Progress Report to inform the Recipient to comply with FEMA's closeout deadlines.
- L. **Scope Changes.** Ensure the use of PA funding only for eligible work as identified in the approved project. Should the Subrecipient identify a need to amend the scope of the project, it should submit an amendment request in the FEMA Grants Portal and notify Recipient.
- M. **Time Extension.** Submit a time extension request in the FEMA Grants Portal and notify Recipient if it is determined additional time is required to complete work.
- N. Permit FEMA or Recipient access and rights to examine and copy records, accounts, other documents, and other sources of information related to the grant; and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by FEMA regulations, by other applicable state or federal laws or regulations, or by program guidance.
- O. The Federal Emergency Management Agency (FEMA) appeals process is the opportunity for Subrecipient to request reconsideration of decisions regarding the provisions of assistance. The Subrecipient must file an appeal in the FEMA Grants Portal within 60 days of receipt of notice of the action or decision being appealed. However, an appeal for a significant net small project overrun must be filed within 60 days of completion of the Subrecipient's last small project.
- P. Integrate individuals with disabilities into emergency planning in compliance with Executive Order 13347 and the Rehabilitation Act of 1973.

V. Responsibilities of the Recipient

The Recipient, in accordance with the general purposes and objectives of this grant agreement, will:

- A. Administer the grant in accordance with all applicable federal and state regulations and guidelines and submit required reports to the awarding federal agency.
- B. Provide direction and technical assistance to the Subrecipient.
- C. Provide to the Subrecipient any special report forms and reporting formats (templates) required for administration of the program.
- D. Reimburse the Subrecipient, in accordance with this grant agreement and **subject to legislative authorization**, based on appropriate documentation submitted by the Subrecipient.
- E. At its discretion, independently, or in conjunction with the federal awarding agency, conduct random on-site reviews of the Subrecipient(s).

VI. Reporting Procedures

The Subrecipient must submit quarterly progress reports to the Recipient on the status of all large, open projects. Quarterly progress reports are required whether expenditures are incurred or not. Current forms and instructions are located at <https://www.michigan.gov/msp/divisions/emhsd/public-assistance-grants-program/public-assistance-forms> or can be requested by sending an email to **MSP-EMHSD-DisasterPA@michigan.gov**.

Failure by the Subrecipient to fulfill quarterly reporting requirements may result in the suspension of grant activities until reports are received.

Quarterly progress reports are to be submitted on the EMHSD-014, Public Assistance Grant Program Project Quarterly Progress Report form, by the 15th of the month following the end of each quarter and should be emailed to **MSP-EMHSD-DisasterPA@michigan.gov**.

The reporting periods and due dates for each year are as follows:

1st Quarter:	October 1st through December 31st	Due January 15th
2nd Quarter:	January 1st through March 31st	Due April 15th
3rd Quarter:	April 1st through June 30th	Due July 15th
4th Quarter:	July 1st through September 30th	Due October 15th

VII. Payment Procedures

Reimbursement amounts are based on the federal share obligated of approved FEMA Project Worksheets (PW) as indicated in Section III, Award Amount and Restrictions.

A. Small Projects (<= small project threshold):

The Stafford Act provides for a small project designation, which is a simplified procedure designed to speed payment of disaster assistance funds to applicants when the cost is below the small project threshold. When the PW estimate of eligible costs for a project is below this threshold, payment of the federal share is based on the PW estimate instead of actual costs of the work. In most cases, **Recipient will make payment of the full federal share of small projects as soon as practicable after review and receipt of approved PWs from FEMA.** The federal share payment for a small project will not be reduced if all the approved funds are not spent to complete a project. However, failure to complete a small project will require the federal share be refunded. Subrecipients are also required to maintain supporting documentation and proof of payment and provide them at any time upon request of Recipient or FEMA.

B. Large Projects (> small project threshold):

1. **For large projects that are 100% complete at project formulation,** the federal share payment will be processed after the Recipient has received the following items from the Subrecipient:
 - a. All required Grant Agreement package forms and documentation listed above.
 - b. Request for Reimbursement of Public Assistance Project Expenses (EMHSD-015a) form certifying project expenditures and completion within the grant period.
 - c. Proof of payment for project costs.
2. **For large projects that are estimated or partially complete,** Subrecipient **may request** federal share reimbursement for actual expenditures, up to 90% of the Federal share. Approved funding will be processed for payment after Recipient has received the following items from the Subrecipient:
 - a. All required Grant Agreement package forms and documentation listed above.
 - b. Request for Reimbursement of Public Assistance Project Expenses (EMHSD-015a) form certifying project expenditures and completion within the grant period.
 - c. Supporting documentation, including but not limited to, detailed invoices, contracts, etc.
 - d. Proof of payment for project costs.

The Recipient will reimburse up to 90% of the federal share until FEMA final review and project closeout approval (see VIII. Project Closeout). Remaining funds will be reimbursed after FEMA final approval.

C. Large, Expedited Projects:

The Federal Emergency Management Agency (FEMA) may provide expedited funding for Emergency Work projects that exceed the small project threshold. For expedited projects, FEMA will base the funding amount on information provided by the Subrecipient. If cost information is not available, FEMA estimates the project cost based on limited information about the work activities the Subrecipient will perform. Expedited projects are limited to defined operational periods (30, 60, 90-days); awarded at 50% of the estimated cost to complete the work; and federally funded at the disasters' cost share for the defined operational period. This process enables funding to be readily available, but it is not a blanket authorization to advance funds to subrecipients without documentation to support the drawdown of funds. Recipient may draw funding in advance of receiving actual cost documentation in accordance with federal regulations. [44 CFR § 206.205 (a), Payment of Claims, Small Projects, and 2 CFR § 200.305 (b), Payment.]

Upon receipt of the "expedited" payment, the subrecipient will be required to reconcile all costs with necessary documentation, including proof of payment as soon as administratively possible, but not later than 90-days following issuance of the expedited payment, unless an extension is granted by the state. Any costs not reconciled by actual cost documentation and proof of payment will be returned to the Recipient within 30 days of notification.

D. Management Costs (Category Z):

A management cost is any indirect cost, any direct administrative cost, or any other administrative expense associated with a specific project under a major disaster or emergency. Management costs can be claimed for administering and managing PA awards for up to 5% of the Subrecipient's total award amount based on actual costs, including federal and non-federal cost shares, after insurance and any other reductions. Management costs are funded at a 100% federal cost share and are obligated on one Category Z project. Eligible activities may include, but are not limited to, meetings regarding the PA Program or overall PA damage claim, preparing correspondence, preparing projects, reviewing PWs, collecting, copying, filing, or submitting documents to support a claim, requesting disbursement of PA funds, and training. All Category Z PWs will be reconciled and reimbursed based on actual costs not to exceed the maximum 5% allowed, including those Category Z PWs that are below the large project threshold.

VIII. Project Close-Out

- A. The Subrecipient is to notify the Recipient immediately as it completes each large project and when it has completed its last small project.
- B. Upon large project completion, the Subrecipient is to submit to Recipient a Request for Reimbursement of Public Assistance Project Expenses (EMHSD-015a), supporting documentation and proof of payment for costs claimed. Recipient will perform a subsequent review and will forward its recommendation for closeout along with all documents to FEMA for final review and approval for closeout. Recipient will notify Subrecipient when its large project is officially closed by FEMA and any remaining reimbursements will be processed for payment.
- C. Upon completion of its last small project, Subrecipient is to notify the Recipient immediately. If Subrecipient has multiple small projects, Recipient will send a list of small projects to Subrecipient and request Subrecipient reply to certify all small projects are completed within the approved scope. At that time Recipient and Subrecipient will determine if a Net Small Project Overrun Appeal is an option for FEMA approval for possible overrun reimbursement(s) within 60 days of work completion of its last small project. If requesting a Net Small Project Overrun Appeal, Subrecipient will submit to Recipient a written request and actual cost documentation for all small projects that FEMA originally funded based on estimated amounts.
- D. The Recipient will schedule further field review and final inspections, as necessary. When final inspections are completed, the balance of eligible funds will be reimbursed.
- E. The Subrecipient will perform the required financial and compliance audits in accordance with 2 CFR 200, Subpart F. All documentation must be retained for at least three years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit. If an audit is required, submit a copy of the annual audit report to:

Michigan Department of State Police
Grants and Community Services Division
P.O. Box 30634
Lansing, Michigan 48909

- F. **For federal audit purposes, the Assistance Listings number (previously CFDA number) of the grant is 97.036 and is titled Public Assistance Grants.** The award is passed through the Recipient from FEMA. The disaster award number is included in the title on the first page of this Grant Agreement.

- G. If the Subrecipient will be reimbursed for management costs pursuant to the Public Assistance Management Costs Policy, Subrecipient must provide actual cost documentation and proof of payment with the request for reimbursement.

IX. Employment Matters

The Subrecipient shall comply with Title VI of the *Civil Rights Act of 1964*, as amended; Title VIII of the *Civil Rights Act of 1968*; Title IX of the *Education Amendments of 1972 (Equal Opportunity in Education Act)*; the *Age Discrimination Act of 1975*; Titles I, II and III of the *Americans with Disabilities Act of 1990*; the *Elliott-Larsen Civil Rights Act*, 1976 PA 453, as amended, MCL 37.2101 *et seq.*; the *Persons with Disabilities Civil Rights Act*, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants. The Subrecipient shall not discriminate against any employee or applicant for employment, to be employed in the performance of this grant agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, limited English proficiency, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Subrecipient agrees to include in every subcontract entered into for the performance of this grant agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of the grant agreement.

The Subrecipient shall ensure that no subcontractor, manufacturer, or supplier of the Subrecipient for approved projects related to this grant agreement appears as an excluded party on the Federal System for Award Management located at <http://www.sam.gov>.

X. Construction Requirements

The Subrecipient shall comply with all applicable state and local ordinances, laws, regulations, building codes, and standards. Prior to the start of any construction activity, the Subrecipient shall obtain all applicable federal, state, and local permits and clearances, and comply with all regulations including FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act and all other environmental laws and executive orders. **Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for federal funding.**

The Subrecipient shall ensure that any work done under this grant complies with the barrier free design requirements of 1966 PA 1, as amended, MCL 125.1351 *et seq.* (Utilization of Public Facilities by Physically Limited Act).

The *Davis-Bacon Act* requires federal agencies to pay workers under contract to them the "prevailing wage" based on the local union wage scale defined by the U.S. Department of Labor. Generally, the provisions of the Davis-Bacon Act do not apply to state or local contracts for work completed using public assistance funds under the Stafford Act. However, the provisions may apply to contracts let by other federal agencies, such as the U.S. Army Corps of Engineers. If a state or local government incorporates prevailing wage rates of the U.S. Department of Labor as part of its normal practice for all contracts, regardless of funding source, then those rates would be eligible.

XI. Insurance

In compliance with P.L. 103-325, Title V National Flood Insurance Reform Act of 1973, section 582 requires that any person who receives federal assistance for the repair, replacement, or restoration for damage to any personal, residential, or commercial property, at any time, must maintain flood insurance if the property is located in a Special Flood Hazard Area.

XII. Limitation of Liability

The Recipient and the Subrecipient to this grant agreement agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

This is not to be construed as a waiver of governmental immunity for either party.

XIII. Third Parties

This grant agreement is not intended to make any person or entity, not a party to this grant agreement, a third-party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

XIV. Grant Agreement Period

The effective date of this grant agreement is January 20, 2020, and is in full force and effect from January 20, 2020, until the completion of approved FEMA projects per guidelines stipulated in Section III (Award Amount and Restrictions). This grant agreement may be terminated by either party by giving 30 days written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of the grant agreement. Upon termination, the Subrecipient agrees to return to the Recipient any funds not authorized for use, and the Recipient shall have no further obligation to reimburse the Subrecipient.

XV. Entire Grant Agreement

This grant agreement is governed by the laws of the State of Michigan and supersedes all prior agreements, documents, and representations between the Recipient and the Subrecipient, whether expressed, implied, or oral. This grant agreement constitutes the entire agreement between the parties and may not be amended except by written instrument executed by both parties prior to the grant end date. No party to this grant agreement may assign this grant agreement or any of his/her/its rights, interest, or obligations hereunder without the prior consent of the other party. The Subrecipient agrees to inform the Recipient in writing immediately of any proposed changes of dates, budget, or services indicated in this grant agreement, as well as changes of address or personnel affecting this grant agreement. Changes in dates, budget, or services are subject to prior written approval of the Recipient. If any provision of this grant agreement shall be deemed void or unenforceable, the remainder of the grant agreement shall remain valid.

The Recipient may suspend or terminate grant funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons:

- A. Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
- B. Failure to comply with the requirements or statutory objectives of federal or state law.
- C. Failure to follow grant agreement requirements or special conditions.
- D. Proposal or implementation of substantial plan changes to the extent that, if originally submitted, the project would not have been approved for funding.
- E. Failure to submit required reports.
- F. Filing of a false certification in the application or other report or document.
- G. Failure to adequately manage, monitor or direct the grant funded activities of its Subrecipients.

Before acting, the Recipient will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

XVI. Business Integrity Clause

The Recipient may immediately cancel the grant without further liability to the Recipient or its employees if the Subrecipient, an officer of the Subrecipient, or an owner of a 25% or greater share of the Subrecipient is convicted of a criminal offense incident to the application for or performance of a state, public, or private grant or subcontract;

or convicted of a criminal offense, including, but not limited to, any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the Recipient, reflects on the Subrecipient's business integrity.

XVII. Freedom of Information Act (FOIA)

Much of the information submitted while applying for funding under this program, or provided in the course of grant management activities, may be considered law enforcement-sensitive or otherwise critical to national security interests. This may include threat, risk, and needs assessment information, and discussions of demographics, transportation, public works, and industrial and public health infrastructures. Therefore, each Subrecipient agency Freedom of Information Officer will need to determine what information is to be withheld on a case-by-case basis. The Subrecipient should be familiar with the regulations governing Protected Critical Infrastructure Information (6 CFR, Part 29) and Sensitive Security Information (49 CFR, Part 1520), as these designations may provide additional protection to certain classes of homeland security information.

XVIII. Official Certification

For the Subrecipient

The individual or officer signing this grant agreement certifies by their signature that they are authorized to sign this grant agreement on behalf of the organization they represent. The Subrecipient agrees to complete all requirements specified in this grant agreement.

CITY OF FLINT

G2XMHBJCHKX5

Name of Subrecipient

Subrecipient's UEI Number

CV0047760

28F

Subrecipient's Customer Vendor (CV) #

Subrecipient's Address Code

Amanda Trujillo

Printed Name of Authorized Signatory

City Treasurer

Title

Amanda Trujillo

Signature

12/28/22

Date

For the Recipient

Michigan State Police, Emergency Management and Homeland Security Division

Capt. Kevin Sweeney

Printed Name

Commander, Emergency Management
and Homeland Security Division

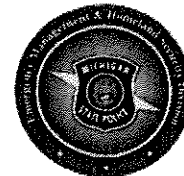
Title

KL

Signature

12/22/2022

Date



MICHIGAN STATE POLICE
Emergency Management
and Homeland Security Division

Grant Agreement Federal Award ID

FEDERAL AWARD IDENTIFICATION			
Subrecipient Name: City of Flint		Grant Name: Public Assistance Grant Program	
Assistance Listings Number: 97.036	Subrecipient IRS/Vendor Number: 38-6004611	Federal Award Identification Number (FAIN): 4494DRMI00000001	Federal Award Date: March 27, 2020
Subrecipient UEI Number: G2XMHBJCHKX5		Subaward Performance Period: From: March 27, 2020 To: TBD	
Research & Development: N/A		Funding: Amount of Federal Funds Obligated by this Action:	Total: \$70,368.36
Indirect Cost Rate: N/A		Total Amount Federal Funds Obligated to Subrecipient: (including the current financial obligation)	\$130,744.44
		Total Federal Award Committed to Subrecipient:	\$130,744.44
Federal Award Project Description: FEMA-4494-DR-MI, Public Assistance Grant Program PW Number: PA-05-MI-4494-PW-00305(0)			
Details: The Public Assistance Grant Program provides supplemental disaster grant assistance to government organizations and certain private nonprofit (PNP) organizations for debris removal, life-saving emergency protective measures, and the repair, replacement, or restoration of disaster-damaged publicly owned facilities, and the facilities of certain PNP organizations.			
Federal Awarding Agency: Federal Emergency Management Agency Region V 536 South Clark Street, 6th Floor Chicago, Illinois 60605		Pass-Through Entity (Recipient) Name: Michigan State Police, Emergency Management and Homeland Security Division P.O. Box 30634 Lansing, Michigan 48909	



230300

RESOLUTION NO.: _____

PRESENTED: _____ SEP - 6 2023

ADOPTED: _____

**RESOLUTION TO APPROVE THE PURCHASE OF 15 PROPERTIES
FROM FRIENDS OF BERSTON AND 7 PROPERTIES FROM THE GENESEE COUNTY LAND
BANK FOR BERSTON FIELDHOUSE DEVELOPMENT PROJECT**

Whereas the City of Flint desires to acquire the land described in the 15 attached deeds from Friends of Berston and the 7 deeds attached from the Genesee County Land Bank for Phase 1 of the Berston Fieldhouse Development Project (see attachments).

Whereas the City of Flint has secured a Neighborhood Planning grant from the Ruth Mott Foundation that is supportive of this type of neighborhood coordination and development in North Flint and this is an eligible activity for the grant funds.

Account Number	Account Name / Grant Code	Amount
296-721.000-971.000	LRM-NPLAN21	\$3,450

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary to provide funding to Friends of Berston and the Genesee County Land Bank to purchase these properties for this development project. Funds will be paid from the Neighborhood Planning grant fund (296).

For the City:

CLYDE D EDWARDS
CLYDE D EDWARDS (Aug 30, 2023 14:40 EDT)
Clyde D. Edwards, City Administrator

For the City Council:

Approved as to Form:

William Kim
William Kim (Aug 30, 2023 13:55 EDT)
William Kim, City Attorney

Approved as to Finance:

Jane Mager
Jane Mager (Aug 30, 2023 14:00 EDT)
Jane Mager, acting Chief Financial Officer

RESOLUTION STAFF REVIEW

Date: August 29, 2023

Agenda Item Title:

RESOLUTION TO APPROVE THE PURCHASE OF 15 PROPERTIES FROM FRIENDS OF BERSTON AND 7 PROPERTIES FROM THE GENESEE COUNTY LAND BANK FOR BERSTON FIELDHOUSE DEVELOPMENT PROJECT

Prepared by:

Emily Doerr, Director of Planning and Development

Background/Summary of Proposed Action:

There are 15 properties that the Friends of Berston nonprofit has deeded to the City of Flint via quit claim deed and the Flint City Council just needs to approve the purchase of each one for \$100 each or \$1500 total – see attached deeds.

- 3319 North St. & V/L Spencer St (41-06-101-002, 41-06-127-002, and 41-06-127-001) \$100
- V/L E Dewey St (41-06-102-006) \$100
- V/L E Dewey St (41-06-102-007) \$100
- V/L E Dewey St (41-06-102-008) \$100
- V/L E Dewey St (41-06-102-010) \$100
- 728 E Dewey St (41-06-102-011) \$100
- V/L E Dewey St (41-06-102-012) \$100
- V/L E Dewey St (41-06-102-017) \$100
- V/L E Dewey St (41-06-102-018) \$100
- V/L E Dewey St (41-06-102-019) \$100
- V/L E Dewey St (41-06-102-023) \$100
- V/L (715) E Jamieson St (41-06-102-024) \$100
- V/L (721) E Jamieson St (41-06-102-025) \$100
- V/L (723) E Jamieson St (41-06-102-026) \$100
- V/L E Jamieson St (41-06-102-027) \$100

In addition, there are 7 properties that the Genesee County Land Bank has approved to sell to the City of Flint for the Berston Fieldhouse Development Project at the June and August board meetings for a total of \$1,950 between the seven (7) of them – see attached deeds.

The following parcels were approved to be sold at the June 2023 Board meeting:

- VL E Dewey St. (Parcel Number: 41-06-102-013) \$250.00
- VL E Dewey St. (Parcel Number: 41-06-102-015) \$250.00
- VL E Dewey St. (Parcel Number: 41-06-102-016) \$250.00

The following parcels were approved to be sold at the August 2023 Board meeting:

- VL E Jamieson St. (Parcel Number: 41-06-102-032) \$250.00
- 745 E Jamieson St. (Parcel Number: 41-06-102-033) \$250.00
- VL E Jamieson St. (Parcel Number: 41-06-102-036) \$250.00
- VL E Jamieson St. (Parcel Number: 41-06-102-044) \$450.00

Financial Implications: There are funds available for purchasing these properties and it is an eligible expense for the grant funds.

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

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 1, 2023 13:53 EDT)
Emily Doerr, Director, Planning and Development



230302

RESOLUTION NO.: _____

PRESENTED: SEP - 6 2023

ADOPTED: _____

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO SORENSEN GROSS FOR CHANGE ORDER #3 FOR DORT PUMP
STATION REHABILITATION**

WHEREAS, The Division of Purchases and Supplies solicited proposals for the rehabilitation of the Dort Pump Station, a project for the Water System Infrastructure Improvements for the Nation (WIIN) and Sorensen Gross, 3407 Torrey Road, Flint, MI, was the lowest bidder from twenty (20) solicitations for said requirements.

WHEREAS, Flint City Council approved Resolution #210103 to enter into a contract with Sorensen Gross on March 25, 2021, in an amount not to exceed \$3,649,397.00.

WHEREAS, Flint City Council approved Resolution #210580 Change Order #1 on January 10, 2022, in the amount of \$420,547.47 for a total contract amount not to exceed \$4,069,944.47.


WHEREAS, Flint City Council approved Resolution #220346 Change Order #2 on August 22, 2022, in the amount of \$299,225.00 for a total contract amount not to exceed \$4,369,169.47.

WHEREAS, The Water Plant is requesting additional funding for Change Order #3, as it was discovered during inspection, vibration coming from the flow meter. The following services are required to complete the project: disconnect and reconnect electrical to roof exhaust fans, sandblast and paint existing steel lids, yellow striping at the motor base, an ultrasonic clamp on the flow meter, and survey for the flow meter. The total cost of Change Order #3 is not to exceed \$30,222.00, for a total contract price not to exceed \$4,399,391.47.

GL/ACCOUNT #	ACCOUNT NAME /GRANT CODE	AMOUNT REQUESTED
496-536.802-802.076	Dort Pump Station/FEPA18WIIN-1	\$30,222.00
	FY2024 TOTAL	\$30,222.00

IT IS RESOLVED that the Appropriate City Officials are hereby authorized to enter into Change Order #3 of the contract with Sorensen Gross for the Dort Pump Rehabilitation Project, in an amount not to exceed \$30,222.00 for FY24(07/01/23-06/30/24) for an aggregate grand total amount not to exceed \$4,399,391.47.

APPROVED AS TO FORM:


William Kim (Aug 23, 2023 12:14 EDT)

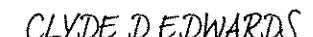
William Kim, City Attorney

APPROVED AS TO FINANCE:


Jane Mager (Aug 26, 2023 14:36 EDT)

Jane Mager, Acting Chief Financial Officer

FOR THE CITY OF FLINT:


CLYDE D EDWARDS (Aug 23, 2023 22:25 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: August 22, 2023

BID/PROPOSAL# 21000572

AGENDA ITEM TITLE: Resolution Authorizing Appropriate City Officials to Enter Into a Change Order #3 Contract with Sorensen Gross for the Dort Pump Station Rehabilitation

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

VENDOR NAME: Sorensen Gross

BACKGROUND/SUMMARY OF PROPOSED ACTION: Flint City Council approved Resolution #210103 to enter into a contract with Sorensen Gross the lowest bidder from twenty (20) solicitations, on March 25, 2021, in an amount not to exceed \$3,649,397.00 for the Dort Pump Station Rehabilitation project with funding coming from the Water System Infrastructure Improvements for the Nation (WIIN). Flint City Council approved Resolution #210580 Change Order #1 on January 10, 2022, in the amount of \$420,547.47 for a total contract amount not to exceed \$4,069,944.47. Flint City Council approved Resolution #220346 Change Order #2 on August 22, 2022, in the amount of \$299,225.00 for a total contract amount not to exceed \$4,369,169.47. The Water Plant is requesting additional funding for Change Order #3, as it was discovered during inspection, vibration coming from the flow meter. The following services are required to complete the project: disconnect and reconnect electrical to roof exhaust fans, sandblast and paint existing steel lids, yellow striping at the motor base, an ultrasonic clamp on the flow meter, and survey for the flow meter. The total cost of Change Order #3 is not to exceed \$30,222.00, for a total contract price not to exceed \$4,399,391.47.

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

Dept.	Name of Account	Account Number	Grant Code	Amount
496	Dort Pump Station	496-536.802-802.076	FEPA18WIIN-1	\$30,222.00
FY24 GRAND TOTAL				\$30,222.00

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

ACCOUNTING APPROVAL: Yolanda Gray **Date:** 8-22-23

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

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

DEPARTMENT HEAD SIGNATURE: Scott Duenkel 8/22/2023
(PLEASE TYPE NAME, TITLE)

CHANGE ORDER NO.: 3

Owner:	City of Flint	Owner's Project No.:	21000572
Engineer:	DLZ	Engineer's Project No.:	1949-018800
Contractor:	Sorensen Gross	Contractor's Project No.:	88101
Project:	Dort Pump Station Rehabilitation		
Contract Name:	Dort Pump Station Rehabilitation		
Date Issued:	5/4/2023	Effective Date of Directive:	

The Contract is modified as follows upon execution of this Change Order:

Description:

This Change Order includes cost for the following:

1. CE 12 – Disconnect and reconnect electrical to (3) roof exhaust fans due to roof replacement for \$2,089.00.
2. CE 17 – Sandblast and paint two (2) existing steel lids above the suction manifold chamber for \$2,619.00.
3. CE 19 - Yellow striping at the motor base and miscellaneous handrail for \$729.00.
4. CE 20 - An ultrasonic clamp on flow meter from Flexim with associated installation and commissioning for \$23,194.00.
5. CE 21 – Survey for flow meters utilizing HI Controls, LLC for \$1,591.00.

*The total cost increase via this Change Order is **\$30,222.00**.

Attachments:

CE 12.pdf, CE 17.pdf, CE 19 yellow stripes.pdf, CE 20 flow meters.pdf, CE 21.pdf

Change in Contract Times

[State Contract Times as either a specific date or a number of days]

Change in Contract Price		number of days]	
Original Contract Price:		Original Contract Times:	
\$ 3,649,397.00		Phase I Substantial Completion:	11/9/2021
		Phase II Substantial Completion:	3/6/2022
		Ready for final payment:	4/6/2022
Contract Price Increase from previously approved Change Orders:		Increase/Decrease from previously approved Directives:	
\$ 719,772.47		Phase I Substantial Completion:	31 Working Days
		Phase II Substantial Completion:	4 Months
		Ready for final payment:	4 Months
Contract Price prior to this Directive:		Contract Times prior to this Directive:	
\$ 4,369,169.47		Phase I Substantial Completion:	12/28/2021
		Phase II Substantial Completion:	7/19/2022
		Ready for final payment:	8/17/2022
Increase this Directive:		Increase/Decrease this Directive:	
\$ 30,222.00		Phase I Substantial Completion:	0
		Phase II Substantial Completion:	0
		Ready for final payment:	3 Months
Contract Price incorporating this Directive:		Contract Times with all approved Directive:	
\$ 4,399,391.47		Phase I Substantial Completion:	12/28/2021
		Phase II Substantial Completion:	7/19/2022
		Ready for final payment:	8/17/2022

EJCDC® C-941, Change Order.

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Authorized by Owner

By: **Brian Bachler, PE** **Brian Bachler**

Title: Project Construction Manager

Date: 5/4/2023

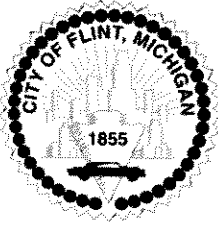
Authorized by Owner

Approved by Funding Agency (if applicable)

By: Clyde D. Edwards

Title: CITY ADMINISTRATOR

Date: July 18, 23

RESOLUTION NO.: 230303PRESENTED: SEP - 6 2023

ADOPTED: _____

Proposal: #21000540

BY THE CITY ADMINISTRATOR:

RESOLUTION TO WILLIAM E. WALTER FOR HVAC SERVICES FOR ADDITIONAL CITY DEPARTMENTS

WHEREAS, The Division of Purchases & Supplies solicited proposals for HVAC Services for a three-year period ending June 20, 2023 as requested by multiple city departments. William E. Walter, Flint, Michigan, was the lowest responsive bidder and was awarded the bid. William E. Walter has agreed to extend the bid prices and conditions through June 30, 2024.

WHEREAS, City Council adopted Resolution #230215 on July 31, 2023, authorizing purchase orders to William E. Walter for HVAC Services for The Water Service Center and Facilities Maintenance Departments in an FY24 cost not-to-exceed \$140,000.00.


WHEREAS, The Oak Business Center, as well as the Water Plant, are requesting purchase Orders for William E. Walter for HVAC Services for FY24, as they were not included in the initial resolution as referenced in the above paragraph.

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

Account Number	Account Name/ Grant Code	Amount
591-545.201-801.000	W. Plant- Professional Svcs.	\$4,000.00
591-545.201-930.000	W. Plant- Repairs and Maint.	\$16,000.00
591-545.201-752.000	W. Plant- Supplies	\$9,000.00
223-728.304-930.000	OBC- Repairs & Maint.	\$10,000.00
	FY2023 GRAND TOTAL	\$39,000.00

IT IS RESOLVED, that the Division of Purchases & Supplies is hereby authorized to issue additional Purchase Orders to William E. Walter for W. Plant and OBC HVAC services in the amount not to exceed \$39,000.00, for an overall Grand Total not to exceed \$179,000.00 for FY24 (07/01/23-06/30/24).

APPROVED AS TO FORM:


William Kim (Aug 29, 2023 13:13 EDT)

William Kim, City Attorney

APPROVED AS TO FINANCE:


Jane Mager (Aug 29, 2023 11:25 EDT)

Jane Mager, Acting Chief Finance Officer


FOR THE CITY OF FLINT:


CLYDE D EDWARDS (Aug 29, 2023 19:11 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:



Lauren Rowley, Purchasing Manager



430215

RESOLUTION NO.: _____

PRESENTED: JUL 19 2023

ADOPTED: JUL 31 2023

Proposal 21000540

BY THE CITY ADMINISTRATOR:

RESOLUTION TO WILLIAM E WALTER FOR HVAC SERVICES


The Department of Finance, Division of Purchases & Supplies, solicited bids for HVAC services for a three year period ending June 30, 2023 as requested by the Maintenance Division and Water Service Center, and

William E. Walter, 1917 Howard Ave., Flint, Michigan was the lowest responsive bidder for said services and has agreed to extend pricing for an additional year ending June 30, 2024. Funding will come from the following accounts:


Account Number	Account Name	Amount
101-230.200-801.000	Professional Services Fund	\$100,000.00
590-540.100-801.000	Professional Services Fund	\$20,000.00
591-540.100-801.000	Professional Services Fund	\$20,000.00
	FY24 GRAND TOTAL	\$140,000.00

IT IS RESOLVED, that the Division of Purchases & Supplies is hereby authorized to issue purchase orders to William E. Walter for HVAC services, in the amount not to exceed \$140,000.00.


APPROVED AS TO FORM:


WFLT-0001 Form 1 (Rev. 12, 2022 09:51 EDT)
William Kim
Chief Legal Officer

FOR THE CITY OF FLINT:


Clyde D. Edwards, Jul 12, 2023 12:06 EDT
Clyde Edwards, City Administrator

APPROVED AS TO FINANCE:


Jane Mager (JMA16, 2023 09:55 EDT)
Jane Mager
Acting Chief Finance Officer

APPROVED BY CITY COUNCIL:



APPROVED AS TO PURCHASING:


Christopher Mumby, Interim Purchasing Manager



Service Division

Date: March 7, 2023

To: City of Flint
1101 S. Saginaw St.
Flint, MI 48502

Attn: Kathryn Neumann

Re: 3-Year HVAC Contract Extension

In reference to the current 3-year HVAC contract which expires June 30, 2023, William E. Walter, Inc. is in full agreement with The City of Flint to extend the current terms for one more year expiring June 30, 2024.

Thank you again for our continued relationship and allowing us to provide you with professional and timely heating and cooling services.

Sincerely,

Randy McQuillin

Randy McQuillin
General Manager, Service Division



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: August 1, 2023

BID/PROPOSAL#

AGENDA ITEM TITLE: RPZ, BOILER & HVAC INSPECTIONS, REPAIRS, PARTS & SUPPLIES

PREPARED BY: Melanie Poisson for The Water Plant

VENDOR NAME: WILLIAM E WALTER

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The Water Plant requires inspections, repairs, parts and supplies for the HVAC, boilers and RPZ systems. These are required to maintain safety and operational standards as outlined in MIOSHA and other governing agencies.

William E Walter was the sole qualified bidder in 2020 and was awarded the bid for a three (3) year duration. The amount of the bid was \$29,000 per year through FY23. The vendor has agreed to extend their pricing for FY24.

Please issue a purchase order for FY2024 in the amount of \$29,000.00 using funds from accounts 591-545.200-801.000, 201-930.000 and 201-752.000 as laid out below.

FINANCIAL IMPLICATIONS:

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

Dept.	Name of Account	Account Number	Amount
591	Professional Services	591-545.201-801.000	\$4,000.00
591	Repairs & Maintenance	591-545.201-930.000	\$16,000.00
591	Supplies	591-545.201-752.000	\$9,000.00
		FY24 GRAND TOTAL	\$29,000.00

PRE-ENCUMBERED? YES ☒ NO ☐ **REQUISITION NO:** 240006984

ACCOUNTING APPROVAL: Yolanda Gray *(Yolanda Gray, Utilities Accountant)* **Date:** 8-1-23

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:** 8/1/23

Melanie Poisson



CITY OF FLINT

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 \$10,000.00

BUDGET YEAR 2 \$10,000.00

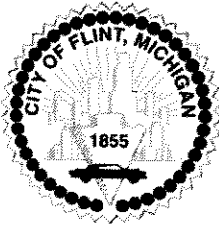
BUDGET YEAR 3 \$10,000.00

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

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

DEPARTMENT HEAD SIGNATURE: _____

Emily Doerr, Planning and Development, Director



BID #240000011

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO BROWN & SONS, CO., INC. FOR
AUTO PARTS – (3) YEARS**


WHEREAS, The Division of Purchases and Supplies solicited proposals for the annual supply of auto parts, bulbs, breakers, sprays, and filters. Fleet Services recommends Brown & Sons, Co., Inc. be awarded the bid for the annual supply of auto parts, bulbs, breakers, sprays, and filters in the amount of \$100,000.00 each year for FY2024, FY2025, and FY2026, totaling \$300,000.00.

WHEREAS, Brown & Sons, Co., Inc. was the lowest responsive bidder for this bid solicitation and is located within the corporate city limits of Flint; funding is to come from the following account(s):

Account Number	Account Name/ Grant Code	Amount
661-000.000-101.114	Central Garage Stockroom Inventory	\$100,000.00
	FY2024 TOTAL	\$100,000.00

IT IS RESOLVED, that the appropriate City Officials are authorized to do all things necessary to enter into a contract with Brown & Sons, Co., Inc. for the annual supply of auto parts, bulbs, breakers, sprays, and filters for the amount of \$100,000.00 per year for FY24, FY25, and FY26, pending the adoption of the FY25 and FY26 budgets, for a total of \$300,000.00

APPROVED AS TO FORM:


William Kim (Aug 28, 2023 15:01 EDT)

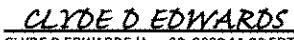
William Kim, City Attorney

APPROVED AS TO FINANCE:


Jane Mager (Aug 28, 2023 15:09 EDT)

Jane Mager, Acting Chief Financial Officer

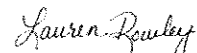
FOR THE CITY OF FLINT:


CLYDE D EDWARDS (Aug 29, 2023 11:20 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:



Lauren Rowley, Purchasing Manager

230305

RESOLUTION NO.: _____

PRESENTED: SEP - 6 2023

ADOPTED: _____



CITY OF FLINT

STAFF REVIEW FORM

TODAY'S DATE: 8/28/2023

BID/PROPOSAL# B24-011

AGENDA ITEM TITLE: Brake Parts, Bulbs, Breakers, Sprays & Filters

PREPARED BY: Christine Tagg, Fleet Services

VENDOR NAME: Brown & Sons

BACKGROUND/SUMMARY OF PROPOSED ACTION:

Fleet Services is requesting a purchase order be issued for FY24 in the amount of \$100,000.00. Brown & Sons provides brake parts, bulbs, breakers, sprays, filters, and other miscellaneous aftermarket car and truck parts to the Central Garage. This is Year 1 of a 3 year agreement.

FINANCIAL IMPLICATIONS \$100,000.00

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
		FY23 GRAND TOTAL		\$100,000.00

PRE-ENCUMBERED? YES ☒ NO ☐ **REQUISITION NO:** 24007346

ACCOUNTING APPROVAL: Christine Tagg
Christine Tagg (Aug 28, 2023 13:52 EDT)

Date: 08/28/2023
August 28, 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

BUDGET YEAR 3

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

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

DEPARTMENT HEAD SIGNATURE: 

(Aaron R. Cottrell, Fleet Administrator)



SEALED PROPOSALS RECEIVED IN THE DIVISION OF PURCHASES & SUPPLIES

Auto Parts – (3) Years

B24-011

Approximate Annual Quantities – Not Guaranteed
Furnish as requested for the period 7/1/23 – 6/30/25

**Bidder #1: Brown and Sons
Flint, MI**

Automotive parts

Page 1	Year 1	Year 2	Year 3
	\$99.64 \$713.89	\$99.64 \$713.89	\$104.87 \$751.25
	(this creates a comparable price to U.L.'s 16 gal. quoted price that the City requested)		
Page 2	\$143.42	\$143.42	\$149.29

Brake parts and misc items	Year 1	Year 2	Year 3
2015 GMC C35	\$3139.95	\$3139.95	\$3305.02
2015 Ford F250	\$2322.79	\$2322.79	\$2444.92
2022-2023 GMC/Chevrolet 2500	\$2890.60	\$2890.60	\$3041.87
2017-2020 Chevy Tahoes	\$2464.83	\$2464.83	\$2613.57
2017 Chevy 3500	\$2889.07	\$2889.07	\$3040.61
2022-2023 Chevrolet Equinox/GMC Terrain	\$2250.48	\$2250.48	\$2368.94
2015-2019 Chevy Equinox	\$2215.31	\$2215.31	\$2331.91
2003-2006 Chevy 2500 Trucks	\$2779.83	\$2779.83	\$2926.14
2022-2023 GMC/Chevrolet 1500	\$2136.85	\$2136.85	\$2249.32
2017-2020 Chevy 2500 Trucks	\$2697.14	\$2697.14	\$2839.09
2012 Chevy Impala	\$1891.00	\$1891.00	\$1891.95
2019-2022 GMC Canyon/Chevrolet Colorado	\$2329.69	\$2329.69	\$2330.64

A SPECIAL NOTE FROM THE PURCHASING DIVISION

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



Bidder #2: Universal Lift Parts

Flint, MI

Automotive parts

Page 1	Year 1	Year 2	Year 3
	\$735.33	\$735.33	\$735.33
Page 2	\$148.39	\$148.39	\$148.39

Brake parts and misc items	Year 1	Year 2	Year 3
2015 GMC C35	\$4059.61	\$4059.61	\$4059.61
2015 Ford F250	\$3601.58	\$3601.58	\$3601.58
2022-2023 GMC/Chevrolet 2500	\$2884.15	\$2884.15	\$2884.15
2017-2020 Chevy Tahoes	\$3061.32	\$3061.32	\$3061.32
2017 Chevy 3500	\$4,305.34	\$4,305.34	\$4,305.34
2022-2023 Chevrolet Equinox/GMC Terrain	\$2064.97	\$2064.97	\$2064.97
2015-2019 Chevy Equinox	\$2793.92	\$2793.92	\$2793.92
2003-2006 Chevy 2500 Trucks	\$3483.92	\$3483.92	\$3483.92
2022-2023 GMC/Chevrolet 1500	\$3048.27	\$3048.27	\$3048.27
2017-2020 Chevy 2500 Trucks	\$3625.67	\$3625.67	\$3625.67
2012 Chevy Impala	\$2868.98	\$2868.98	\$2868.98
2019-2022 GMC Canyon/Chevrolet Colorado	Needs Review \$2694.20	Needs Review \$2694.20	Needs Review \$2694.20

(these totals were not calculated on U.L.'s bid submission)

A SPECIAL NOTE FROM THE PURCHASING DIVISION

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



PROPOSAL: Emergency
BY THE CITY ADMINISTRATOR:

RESOLUTION NO.: 230306

PRESENTED: SEP - 6 2023

ADOPTED: _____

**RESOLUTION TO J. F. CAVANAUGH COMPANY FOR
THE EMERGENCY REPAIR OF THE WPC INFLUENT CHAMBER**

WHEREAS, Water Pollution Control is a Publicly Operated Treatment Works Facility (POTW). The sanitary sewer system collects the City's sewage and conveys it to WPC. Under normal circumstances this flow is conveyed to the influent chamber prior to disinfection. The influent gate controls the direction of the raw sewage inflow. The concrete, which the gate should be affixed, is compromised. The gate is no longer in the proper position for full functionality.

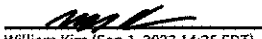
WHEREAS This equipment failure will cause sewage spills, overflows, and unlawful discharges that are an environmental health hazard, with the incident probability increasing with higher wet weather flows. MI-EGLE has stated that it is imperative to restore this critical function expeditiously or face penalties and fines related to an unlawful discharge, of up to \$25,000.00 per day.

WHEREAS, J. F. Cavanaugh Company was the contractor selected for other closely related construction projects in progress or recently completed for WPC. Their cost estimate is \$135,908.00 (attached) for the emergency repair the WPC influent chamber.

Account Number	Account Name	Amount
590-550.300-976.000	WPC- Building Repairs/Additions	\$67,954.00
590-550.300-977.000	Equipment	\$67,954.00
	FY 2024 TOTAL	\$135,908.00

IT IS RESOLVED, that the Proper City Officials are authorized to do all things necessary to approve this emergency procurement with J. F. Cavanaugh Company for the WPC Influent Chamber repair and restoration, in the not to exceed amount of \$135,908.00 using available FY 2024 sewer funding.

APPROVED AS TO FORM:

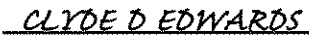

William Kim (Sep 1, 2023 14:25 EDT)

William Kim, Chief Legal Officer

APPROVED AS TO FINANCE:


AT

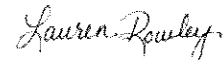
FOR THE CITY OF FLINT:


CLYDE D EDWARDS (Sep 1, 2023 14:26 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: 09/01/2023
BID/PROPOSAL: Emergency
ITEM TITLE: Influent Gate Repair
PREPARED BY: Krystal Wallace, Water Pollution Control
VENDOR NAME: J. F. Cavanaugh Company

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The influent structure is where the sewage flows converge prior to disinfection. This gate controls the conveyance of the plant flow through the influent piping. The concrete which the gate is affixed, in the influent chamber, is compromised. This has caused the gate to disconnect from a fixed position, preventing the functionality of the gate. This gate is an integral part of the sanitary sewer system. This equipment failure will cause sewage spills, overflows, and unlawful discharges that are an environmental health hazard, with the probability increasing with higher wet weather flows. MI-EGLE has stated that it is imperative to restore this critical function or face penalties and fines related to an unlawful discharge, of up to \$25,000.00 per day.

It is recommended that, J. F. Cavanaugh Company, be awarded this emergency contract to repair the influent chamber. They are the contractor selected for other closely related construction projects in progress for WPC. Their cost estimate is attached. A change order to the other project(s) is inappropriate due those projects being part of the CWSRF project plan and funding is specific to those tasks.

FINANCIAL IMPLICATIONS: None

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

Dept.	Name of Account	Account Number	Grant Code	Amount
DPW-WPC	Building Improvements	590-550.300-976.000		\$67,954.00
	Equipment	590-550.300-977.000		\$67,954.00
FY2024 GRAND TOTAL				\$135,908.00.00

PRE-ENCUMBERED? YES ☒ NO ☐ REQUISITION NO: 240007751

ACCOUNTING APPROVAL: Krystal Wallace Date: 09/01/2023

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐
(If yes, please indicate how many years for the contract) - One-(1)-YEAR

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

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

AUTHORIZED SIGNATURE: Jeanette M. Best
(Jeanette M. Best, WPC Manager)



Trevor Wagenmaker, P.E.
Senior Project Manager
555 S. Saginaw Street, Unit 201
Flint, MI 48502

August 31, 2023

Attention: Trevor Wagenmaker, PE
Re: City of Flint
Water Pollution Control
Emergency Replacement of 36" Slide Gate in Influent Chamber

Mr. Wagenmaker,

We herewith submit our quotation in the amount of \$125,908 (One Hundred Twenty Five Thousand Nine Hundred Eight Dollars) for providing labor and materials necessary for replacing the damaged 36" Slide Gate in the Influent Chamber at the Flint Waste Water Treatment Plant. Please find our Scope of Work, Qualifications, Exclusions, and Conceptual Sketch of the Isolation Box.

Scope of Work

- Provide and Install Fabricated Steel Box to Slow Flow from Influent Chamber to Retention Basin as indicated on Wade Trim's Proposal
- Temporarily Install 3" Pump for Dewatering flow not contained by Steel Box
- Remove damage 36" Slide Gate
- Allow Access for Wade Trim to inspect condition of Concrete
- Perform Concrete Restoration (Included as a \$20,000 Allowance)
- Install new 36" Slide Gate Provided by the City of Flint
- Remove Steel Box

Qualifications

- During field investigations, we could not determine that the guide supports had been removed from the slide gate inside the influent chamber as indicated from a previous contract. We therefore are quoting this work with a steel box instead of steel plate (see sketch below).
- The steel box would surround the entire slide gate frame and attempt to seal at the wall and base slab. The actual tolerance of the surface we are attempting to seal against is unknown and we are unable to provide a guarantee of success. We have allowed a crew day to set the bulkhead in place and another to make adjustment. If field efforts exceed our allotted two days, we will seek the input of others and continue work on a Time and Material basis.
- To proceed with the replacement of the damaged gate, we need to flow to be slowed to a rate that is controllable by a 3" pump.
- Concrete Restoration to be completed under a \$20,000 ALLOWANCE

Qualifications (continued)

- If Steel Box requires Engineer's Stamp, ADD \$10,000
- Warranty not included for Owner Provided Equipment
- Additional Cost if Manufacturer's site visit is required

Exclusions

We have excluded the following items in our proposal –

- A. Electrical Work of any kind.
- B. Sludge Cleaning/Removal of any kind.
- C. Temporary Pumping / By-Pass piping of any kind.
- D. Excavation / Backfill / Pipe Bedding / Earth Retention System work of any kind.
- E. Instrumentation / Controls work of any kind.
- F. Dewatering of any kind, other than listed above.
- G. Precast Concrete work of any kind.
- H. Line, Grades and Benchmarks are by others.
- I. Finish Paint of any Kind.
- J. Cost of Permits of any kind

Proposal is good for 60 days. Proposal is contingent upon acceptable terms and conditions, and schedule.

If you have any questions pertaining to the above Proposal please contact us.

Sincerely,
J. F. Cavanaugh Co., Inc.

A handwritten signature in black ink, appearing to read 'JRitter', with a long horizontal flourish extending to the right.

Joseph Ritter, PE



Krystal Wallace <kwallace@cityofflint.com>

Fwd: Flint WPC influent structure

1 message

Jeanette Best <jbest@cityofflint.com>

To: Clyde Edwards <cedwards@cityofflint.com>, Joseph Kuptz <jkuptz@cityofflint.com>

Bcc: kwallace@cityofflint.com

Thu, Aug 31, 2023, 1:01 PM

Hi Clyde and Joe,

I wanted to share this email with you. It is from EGLE. We have been keeping Chuck informed since the date of the equipment failure. The gate broke during a storm the night of August 13, Chuck on August 14. I also notified you, Clyde, by leaving you a voicemail message. I was unable to reach you directly. The same day I called Wade Trim Engineering for the emergency. I because they were the engineering firm that designed the upgrades for the influent structure (influent box) in Phase 1 of our CWSRF projects. The failed bypass gate was not included as part is in the influent structure. They have been assisting us with repair options since we called them.

For your convenience I am attaching Wade Trim's cost proposal for the emergency engineering required to repair the bypass gate.

Please call me if you have any questions or concerns.

Thank you,

Jeanette M. Best

City of Flint WPC Manager

G-4652 Beecher Rd.

Flint, Michigan 48532

810 766-7210 ext. 3622

810 691-9811 cell

jbest@cityofflint.com

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----- Forwarded message -----

From: Bennett, Charles (EGLE) <BENNETTC4@michigan.gov>

Date: Thu, Aug 31, 2023 at 3:51 PM

Subject: RE: Flint WPC influent structure

To: Jeanette Best <jbest@cityofflint.com>, John Florshinger (jflorshinger@cityofflint.com) <jflorshinger@cityofflint.com>

Cc: Mathews, Laura (EGLE) <MathewsL2@michigan.gov>, Meyer, Cheri (EGLE) <MeyerC2@michigan.gov>, Clyde Edwards <cedwards@cityofflint.com>

Jeanette and John,

Thank you for your call this afternoon to discuss the failed slide gate and plans for repair. I am encouraged to know that your engineers found a pathway to making the repair. I do need to ensure discharge of untreated or partially treated wastewater discharges to land or waters of the state is unlawful and must not continue.

While we understand that repair of the slide gate within the influent chamber is not simple or inexpensive, we do expect the City of Flint to make every possible effort to restore this piece of equipment to proper operation, so that all wastewater is properly treated and lawfully discharged.

I understand from our conversation that a work order is being drafted and parts ordered for the repair. Please do all that is possible to expedite the process and keep our office informed of progress.

Again, thank you for keeping us informed, and for working to restore full and proper treatment as soon as possible for protection of public health and the environment.

chuck

Charles Bennett, PE

Lansing District Office

Water Resources Division

Michigan Department of Environment, Great Lakes, and Energy (EGLE)

517-290-4095

Michigan.gov/EGLE

From: Bennett, Charles (EGLE)

Sent: Thursday, August 24, 2023 9:58 AM

To: Jeanette Best <jbest@cityofflint.com>

Subject: Flint WPC influent structure

Hi Jeanette,

I haven't heard from you since your call of last Friday. You discussed with me coming out this week, and joining an on-site conversation with your engineers and contractors, when they gather to discuss alternatives for repairing the slide gate at the structure.

Signature: Amanda Trujillo
Amanda Trujillo (Sep 1, 2023 14:06 EDT)

Email: Atrujillo@Cityofflint.com



PROPOSAL 23000505
BY THE CITY ADMINISTRATOR:

RESOLUTION NO.: 230307

PRESENTED: SEP - 6 2023

ADOPTED: _____

**RESOLUTION TO INDUSTRIAL APPLIED TECHNOLOGIES FORMERLY W.S.I. INDUSTRIAL SERVICES, INC.
FOR WPC EAST TANK CLEANING CONTRACT CHANGE ORDER-1**

WHEREAS, Water Pollution Control utilizes the East Tank as part of the sludge digestion process. Through normal processing sludge, grit, and other debris dry and stick to the interior of the tank. This buildup must be cleaned periodically to ensure proper homogeneous mixing. City Council approved and adopted resolution 220344 on August 17, 2022, which authorized the City to enter into to contract with W.S.I. Industrial Services, Inc. for this task.

WHEREAS, the physical characteristics of the material that must be removed from the tank has solidified and hardened. This discovery adds to the difficulty and complexity of the removing the debris, and will require additional time to complete the tasks listed in the Contract's scope.

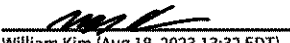
WHEREAS, On June 6, 2023 Industrial Applied Technologies acquired W.S.I. Industrial Services, Inc. in whole.

WHEREAS, WPC recommends that Industrial Applied Technologies, formerly W.S.I. Industrial Services, Inc., be awarded contract Change Order-1 for the East Tank Cleaning in the budgeted amount of \$350,000.00 for the remaining bulk cleaning, a total contract not to exceed amount of \$920,000.00.

Account Number	Account Name	Amount
590-550.300-801.000	WPC- Professional Services	\$350,000.00
	FY 2024 TOTAL	\$350,000.00

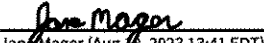
IT IS RESOLVED, that the Proper City Officials are authorized to do all things necessary to approve Contract Change Order-1 with Industrial Applied Technologies, formerly W.S.I. Industrial Services, Inc., for the WPC East Tank Cleaning in the not to exceed amount of \$350,000.00, a revised contract not to exceed amount of \$920,000.00.

APPROVED AS TO FORM:


William Kim (Aug 18, 2023 13:32 EDT)


William Kim, Chief Legal Officer

APPROVED AS TO FINANCE:


Jane Mager (Aug 16, 2023 13:41 EDT)

Jane Mager, Acting Chief Financial Officer


FOR THE CITY OF FLINT:


CLYDE D EDWARDS (Aug 20, 2023 22:13 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: 08/17/2023

BID/PROPOSAL: P23000505

ITEM TITLE: East Tank Cleaning - Change Order 1

PREPARED BY: Krystal Wallace, Water Pollution Control

VENDOR NAME: Industrial Applied Technologies formerly W.S.I. Industrial Services, Inc.

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The East Tank is used as part of the sludge digestion process. The sludge may be mixed with food wastes prior to dewatering. Through normal processing sludge, grit, and other debris dry and stick to the interior of the tank. This buildup must be cleaned periodically. After the project began, it was discovered that the material to be removed was a solidified mixture of grease and grit. The volume of the material was significantly higher than originally estimated and much more difficult to remove. For this reason, Change Order 1 in the not to exceed amount of \$350,000.00 and a 3-month extension of the contract is required to complete the job.

It is recommended that, Industrial Applied Technologies who acquired W.S.I. Industrial Services, Inc. in whole on June 6, 2023, be awarded the contract Change Order-1 for the East Tank Cleaning in the not to exceed amount of \$350,000.00, revised contract not to exceed amount \$920,000.00.

FINANCIAL IMPLICATIONS: None

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

Dept.	Name of Account	Account Number	Grant Code	Amount
DPW-WPC	Professional Services	590-550.300-801.000		\$350,000.00
FY2024 GRAND TOTAL				\$350,000.00

PRE-ENCUMBERED? YES ☒ NO ☐ **REQUISITION NO:** 240007678

ACCOUNTING APPROVAL: Krystal Wallace **Date:** _____

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐

(If yes, please indicate how many years for the contract) - One-(1)-YEAR

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

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

AUTHORIZED SIGNATURE: Jeanette Best
(Jeanette Best, WPC Manager)



Industrial Services, Inc.

P.O. Box 310 * Taylor, MI 48180 * 734.942.9300 * Fax 734.942.9335
WSIind.office@gmail.com

11-Aug-23

Dear City of Flint,

To whom it may concern as of June 6th, 2023, W.S.I Industrial Services Inc was acquired by Industrial Applied Technologies. This acquisition included 100% of W.S.I Industrial Services assets and book of business. Going forward all work previously performed by W.S.I Industrial Services will now be billed and completed by Industrial Applied Technologies.

Thank You

Philip V. Rye, President



INDUSTRIAL APPLIED TECHNOLOGIES LLC

Jeanette Best

City of Flint

Scope of work: Cleaning and Removal of remaining sludge in the east storage tank.

Job Location and Dates: City of Flint estimated completion 3 to 4 months.

Total Pricing: \$350,000

Assumptions and Stipulations:

1. Disposal will be between Republic and the City of Flint as it has been.
2. Hauling will be invoiced separately once a month and the pricing has been figured into the cost above.
3. This quote cost is based on the same daily rate as the original contract and all the conditions of the original contract shall remain the same.

Thank You for your consideration:

Tim Bearden

President

Email: tbearden.iatllc@gmail.com

Phone #501-773-7904

2381 W Stadium Blvd Ann Arbor, Mi 48103

23030B
RESOLUTION NO.: _____

PRESENTED: SEP - 6 2023

ADOPTED: _____

BY THE CITY ADMINISTRATOR:**Resolution to Lake Star Construction Services, INC.**

Whereas, The Division of Purchases and Supplies solicited proposals on behalf of the Lead Based Paint Hazard Program for the Office of Public Health for residential lead paint remediation for thirteen (13) homes located in Ward numbers 1,2,3,5,6,7,8 and 9. All interior and exterior lead-based paint hazards and some healthy home hazards identified must be addressed for completion of the project; and

Whereas, Lake Star Construction Services, Inc., Detroit Michigan has been awarded the bid for lead remediation on thirteen (13) addresses as requested and fits the required needs for the lead remediation program; and

Whereas, Lake Star was granted the bids for 9 structures previously and has completed the lead remediation work in a timely manner.

Funding is to come from the following account:

Account Number & Grant Code	Account Name	Amount
296-171.711-801.000 FHUD-LBPHC18	Professional Services	\$378,000.00
	FY2024 Grand Total	\$378,000.00

It is Resolved, that the Division of Purchases & Supplies is hereby authorized to issue a Purchase Order for FY24 to Lake Star Construction for the lead remediation project for the Lead Based Paint Hazard Program in an amount not to exceed \$378,000.00 for FY24(07/01/2023 to 10/31/2023).

APPROVED AS TO FORM:
William Kim (Aug 30, 2023 15:22 EDT)**William Kim, City Attorney****APPROVED AS TO FINANCE:**
Jane Mager (Aug 30, 2023 15:25 EDT)**Jane Mager, Acting Chief Financial Officer****FOR THE CITY OF FLINT:**
CLYDE D EDWARDS (Aug 30, 2023 16:56 EDT)**Clyde Edwards, City Administrator****APPROVED BY CITY COUNCIL:**



CITY OF FLINT

STAFF REVIEW FORM

TODAY'S DATE: 08/21/2023

BID/PROPOSAL# 24000507

AGENDA ITEM TITLE: Professional Service Contract with Lake Star Construction Services for Lead Based Paint remediation/ Healthy Home

PREPARED BY Mikesha Loring, Lead Based Paint Hazard Control Program Manager- Mayor's Office
(Please type name and Department)

VENDOR NAME: Lake Star Construction Services INC.

BACKGROUND/SUMMARY OF PROPOSED ACTION:

Lake Star Construction Services is a mid-sized company that has been in the construction industry for over 15 years specializing in general rehab and lead abatement. Lake Star Construction Services has been one of Detroit's most reputable construction firms and have worked closely with the State of Michigan Lead Safe Program as well as the City of Flint Lead-Based Paint Hazard Control program. Lake Star Services will address all concerns written in the scope of work from ETC (Lead Inspection/ Risk Assessor.) They will use a combination of interim control and abatement activities as the approach for addressing single-family multi-family owner-occupied, rental, and vacant units that are enrolled in the program. All interior and exterior lead-based paint hazards and some healthy home hazards identified must be addressed. This contract is for 13 homes located in Ward numbers 1,2,3,5, and 6,7,8,9 SHPO clearance and Environmental Reviews have also been completed on each property.

FINANCIAL IMPLICATIONS: \$378,000

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

Dept.	Name of Account	Account Number	Grant Code	Amount
Mayor	Professional Service	296-171.711-801.00	FHUD-LBHC18	\$378,000
FY24 GRAND TOTAL				\$378,000

CITY OF FLINT



PRE-ENCUMBERED? YES ☒ NO ☐ REQUISITION NO: 240007664

ACCOUNTING APPROVAL:


Steven Filary (Aug 21, 2023 14:29 EDT)

Date: 8/21/2023

FINANCE APPROVAL:



Date: 8/21/2023

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐

(If yes, please indicate how many years for the contract) 6 months

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 \$378,000

BUDGET YEAR 2

BUDGET YEAR 3


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

STAFF RECOMMENDATION: (PLEASE SELECT):

☒ APPROVED

☐ NOT APPROVED

DEPARTMENT HEAD SIGNATURE:


CLYDE D EDWARDS (Aug 23, 2023 22:23 EDT)

(PLEASE TYPE NAME, TITLE)

DEPARTMENT HEAD MUST SIGN



SEALED PROPOSALS RECEIVED IN THE DIVISION OF PURCHASES & SUPPLIES

LBPHC Services Provider

P24-507

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

**Bidder #1: Lakestar Construction Services, Inc.
Detroit, MI**

Address 1	\$ 26,120.00
Address 2	\$ 19,190.00
Address 3	\$ 24,340.00
Address 4	\$ 26,590.00
Address 5	\$ 39,740.00
Address 6	\$ 37,040.00
Address 7	\$ 14,740.00
Address 8	\$ 20,340.00
Address 9	\$ 34,740.00
Address 10	\$ 24,840.00
Address 11	\$ 37,440.00
Address 12	\$ 40,940.00
Address 13	\$27,947.00
Total	\$ 346,060.00

A SPECIAL NOTE FROM THE PURCHASING DIVISION

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

LEAD ABATEMENT CONTRACT BETWEEN THE CITY OF FLINT AND LAKE STAR CONSTRUCTION SERVICES

This agreement (hereinafter "Agreement") is entered into between the City of Flint, a municipal corporation (hereinafter "City"), 1101 S. Saginaw Street, Flint, MI 48502, and Lake Star Construction Services INC (hereinafter "Lake Star"), 440 Burroughs Ste. 133 Detroit, MI 48202 which shall be collectively referred to herein as the "Parties".

WHEREAS, in December 2018, the City of Flint was awarded grant number: MILHB0683-18, for \$2,299,437. The funding is allocated as follows: \$1,999,437 in Lead Based Paint Hazard Reduction grant program funding and \$300,000 in Healthy Homes Supplemental funding (Performance period May 1, 2019 -October 30, 2023);

WHEREAS, the primary strategy of the City of Flint Lead Based Paint Hazard Control Program (COF LBPHC Program) will focus on elimination of lead hazards in 70 eligible housing units of target housing, including 12 rental units and 58 owner occupied housing units.

WHEREAS, Lake Star is currently the agency will perform Lead Based Paint Abatement work on identified units.

WHEREAS, Lake Star's mission is to remove and abate any lead hazards in homes by using interim and permanent control measures

WHEREAS, Lake Star will enter a performance-based MOU over the duration of the grant program pertaining to Lead Abatement contractual work on homes in the City of Flint.

Duties of Lake Star with the Lead Based Paint Hazard control program for 12 units within the City of Flint Provide lead abatement services as listed in the scope of work for LI/RA

1. **Duties of the City:** The City will endeavor to complete the following deliverables in accordance with the timeline and scope described in this memorandum and subject to the timely provision of relevant information, data, and connections to Lake Star.
 - a. The City shall provide funding in the amount of \$378,000 to Lake Star. Lake Star shall provide a detailed invoice to the City at the end of each month and the City will pay such invoice within thirty (30) days of receipt of the invoice.
 - b. Assign a Program Director and Program Manager, who will be a City employee, who will be responsible for the following:
 - i. Quarterly reports to HUD
 - ii. Managing the Budget
 - iii. Organize/facilitate meetings that pertain to the grant, ensuring appropriate Lake Star staff is invited to attend
 - iv. Visit work sites
 - v. Handle applications/ approvals and denials
2. **Effective Date:** This Agreement shall not become effective until signed by all parties. This agreement is effective August 8, 2023 through October 30, 2023.
3. **Compliance with Laws and Regulation:** The Parties agree to comply with federal, state, and local laws, regulations and policies (including those regarding the expenditure of federal funding) in the performance of this Agreement.
4. **Applicable Law:** This Agreement and all related disputes shall be governed by and interpreted in accordance with the laws of the State of Michigan.

5. **Arbitration:** Lake Star agrees that for all claims, disputes, and other matters arising out of or relating to this agreement, Lake Star must request the City's consent to arbitrate within 30 days from the date the Lake Star knows or should have known the facts giving rise to the claim, dispute or question.
 - a. Notice of a request for arbitration must be submitted in writing by certified mail or personal service upon the Chief Legal Officer.
 - b. Within 60 days from the date a request for arbitration is received by the City, the City shall inform Lake Star whether it agrees to arbitrate. If the City does not consent, Lake Star may proceed with an action in a court of competent jurisdiction within the State of Michigan. If the City does consent, then within 30 days of the consent each party shall submit to the other the name of one person to serve as an arbitrator. The two arbitrators together shall then select a third person, the three together shall then serve as a panel in all proceedings. Any unanimous decision of the three arbitrators shall be a final binding decision. The City's failure to respond to a timely, conforming request for arbitration is deemed consent to arbitration.
 - c. The costs of the arbitration shall be split and borne equally between the parties and such costs are not subject to shifting by the arbitrator.
 - d. Lake Star's failure to comply with any portion (including timeliness) of this provision shall be deemed a permanent waiver and forfeiture of the claim, dispute, or question.
 - e. This provision shall survive the expiration or termination of this Agreement in perpetuity.
6. **Termination:** This contract may be terminated by either party hereto by submitting a notice of termination to the other party. The City, through its City Administrator, may terminate this agreement upon actual notice to Lake Star. Lake Star may terminate this agreement by providing written notice that shall be effective 30 days from the date it is submitted unless otherwise agreed to by the parties hereto. Lake Star, upon receiving such notice and prorated payment upon termination of this contract shall give to the City all pertinent records, data, and information created up to the date of termination to which the City, under the terms of this contract, is entitled.
7. **Force Majeure:** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, and acts of God. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the services may continue. Lake Star acknowledges that the Country is in the middle of a COVID-19 pandemic and agrees that Lake Star and its subcontractors will comply with Federal, State of Michigan Executive Orders, Local guidance, CDC, OSHA, MIOSHA, and other regulatory guidelines to mitigate risk and exposure to COVID-19.
8. **Good Standing:** Lake Star must remain current and not be in default of any obligations due the City of Flint, including the payment of taxes, fines, penalties, licenses, or other monies due the City of Flint. Violations of this clause shall constitute a substantial and material breach of this contract. Such breach shall constitute good cause for the termination of this contract should the City of Flint decide to terminate on such basis.

9. **Indemnification:** To the fullest extent permitted by law, Lake Star agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Flint, its elected and appointed officials, employees and volunteers, and other working on behalf of the City of Flint, against any and all claims, demands, suits, demands for repayment, or losses, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Flint, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Flint, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which may arise as a result of Lake Star's acts, omissions, faults, and negligence, or that of any of his employees, agents, and representatives in connection with the performance of this Agreement. Should Lake Star fail to indemnify the City in the above-mentioned circumstances, the City may exercise its option to deduct the cost that it incurs from the Agreement price forthwith or may file an action in a court of competent jurisdiction, the costs of which shall be paid by Lake Star. This provision shall survive the termination and/or expiration of this agreement, in perpetuity.
10. **Non-Assignability:** Lake Star shall not assign or transfer any interest in this Agreement without the prior written consent of the City provided, however, that claims for money due or to become due to Lake Star from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
11. **Non-Disclosure/Confidentiality:** Lake Star agrees that Lake Star will not disclose any such information provided to Lake Star in furtherance of this Agreement, or in any other way make such documents public, without the express written approval of the City or the order of a court of competent jurisdiction.
12. **Non-Discrimination:** Lake Star shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq., and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, association with the federal government, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position or status with respect to public assistance. A breach of this covenant is a material breach of this Agreement.
13. **Anti-Lobbying:** Lake Star shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." Lake Star shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State or City. Further, Lake Star agrees to require that language of this assurance be included in the award documents of all sub awards.
14. **Grant Funds:** Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the

treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to “ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements.”); 21 U.S.C. §§ 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

15. **Ethics:** Pursuant to the Flint City Charter §1-602 (I) entitled Notice, every public servant, volunteer and city, Lake Star is to receive training and be provided with a copy of these ethical standards upon passage of this Charter or at the time of appointment and or hire or the commencement of services. (See Attached Flint City Charter §1-602 (I)). Therefore, Lake Star acknowledges receipt of Flint City Charter §1-602 and agrees that Lake Star and its staff shall abide by the terms and participate in any training provided by the City/or update orientation as may be necessary from time to time. Public servants are all persons employed or otherwise engaged by the corporation of the City of Flint to conduct business

on its behalf including but not limited to elected officials, appointed employees, members of boards and commissions, classified employees, and volunteers, in accordance with Flint City Charter §1-602.

16. **Notices:** Notices to the City of Flint shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to **Shelly Sparks and Davina Donahue, Interim City Clerk, City of Flint, 1101 S. Saginaw Street, Flint, Michigan 48502**, or to such other address as may be designated in writing by the City from time to time. Notices to Lake Star shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to 440 Burroughs Ste. 133 Detroit, MI 48202, or to such other address as may be designated in writing by CTI from time to time.
17. **Records Property of City:** All documents, information, reports, and the like prepared or generated by Lake Star as a result of this Agreement shall become the sole property of the City of Flint, and shall be disclosed to the City upon request.
18. **Severability:** In the event that any provision contained herein shall be determined by a court or administrative tribunal to be contrary to a provision of state or federal law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court or administrative tribunal so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision. The invalidation of one or more terms of this contract shall not affect the validity of the remaining terms.
19. **Whole Agreement:** This Agreement and the documents cited herein embody the entire agreement between the parties. Any additions, deletions, or modifications hereto must be in writing and signed by both parties. This Agreement may be executed by facsimile and in counterparts, all of which, taken together, shall constitute a single agreement.

Lake Star Construction Services INC:

Charles Lamar Bailey, Founder Date

CITY OF FLINT, a Michigan Municipal Corp.:

Sheldon A. Neeley, Mayor Date

Clyde Edwards, City Administrator Date

APPROVED AS TO FORM:

William Kim, Chief Legal Officer Date

230309



RESOLUTION NO.: _____

PRESENTED: SEP - 6 2023

ADOPTED: _____

Proposal #23000502

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO COMPLETE TOWING SERVICE FOR THE POLICE DEPARTMENT
TOWING AND STORAGE SERVICES FOR FY2024**

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 bidder, Complete Towing Services, 3401 N. Dort Hwy, Flint, MI be awarded the contract for these said services for FY2023.

Whereas, Complete Towing has agreed to an additional year for said services for FY2024,

Whereas, The Police Department is requesting a contract with Complete Towing Services, in a FY24 amount not to exceed \$428,245.00.

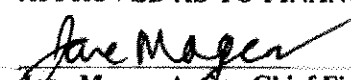
Account Number	Account Name	Amount
101-303.206-801.000	Professional Services	\$428,245.00

IT IS RESOLVED, that the Proper City Officials, upon City Council's approval, are hereby authorized to enter into a contract with Complete Towing for the Police Department for towing and storage services, for a total not to exceed \$428,245.00, for FY2024 (07/01/23 – 06/30/24).

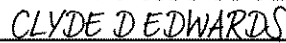
APPROVED AS TO FORM:


William Kim, City Attorney

APPROVED AS TO FINANCE:


Jane Mager, Acting Chief Financial Officer

FOR THE CITY OF FLINT:


CLYDE D EDWARDS
CLYDE D EDWARDS (Aug 15, 2023 16:45 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: 08/09/2023

BID/PROPOSAL#: 23-000502

AGENDA ITEM TITLE: TOWING & STORAGE – FY 24

PREPARED BY: Candice Smith - Police Department

VENDOR NAME: COMPLETE TOWING

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The City of Flint Police Department is requesting that Purchasing approve a Purchase Order for "towing and storage" to which the Chief of Police has recommended Complete Towing as the sole bidder who is currently the Vendor for these services. Complete Towing has agreed to an additional year for said services. We are requesting services for FY24 in the amount of \$428,245.00 (07/01/2023 through June 30, 2024).

FINANCIAL IMPLICATIONS: None

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		\$428,245.00
		FY-24 GRAND TOTAL		\$428,245.00

PRE-ENCUMBERED? YES ☒ NO ☐ REQUISITION NO: 24-0007654

ACCOUNTING APPROVAL: Candice Smith
Candice Smith (Aug 9, 2023 10:40 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: Terence Green
Terence Green (Aug 9, 2023 16:48 EDT)
(Terence Green – Chief of Police)

CONTRACT BETWEEN THE CITY OF FLINT AND COMPLETE AUTO & TRUCK PARTS, INC.

This agreement (hereinafter "Agreement") by and between the City of Flint, a Michigan Municipal Corporation, 1101 S. Saginaw Street, Flint, MI 48502, (hereinafter the "City"), and Complete Auto & Truck Parts, Inc., a Michigan Corporation, 3401 N. Dort Hwy, Flint, Michigan 48506, hereinafter referred to as "Contractor."

1. Applicable Law: This Agreement and all related disputes shall be governed by and interpreted in accordance with the laws of the State of Michigan.

2. Arbitration: Contractor agrees that for all claims, disputes, and other matters arising out of or relating to this agreement, Contractor must request the City's consent to arbitrate within 30 days from the date the Contractor knows or should have known the facts giving rise to the claim, dispute or question.

- (a) Notice of a request for arbitration must be submitted in writing by certified mail or personal service upon the Chief Legal Officer.
- (b) Within 60 days from the date a request for arbitration is received by the City, the City shall inform Contractor whether it agrees to arbitrate. If the City does not consent, Contractor may proceed with an action in a court of competent jurisdiction within the State of Michigan. If the City does consent, then within 30 days of the consent each party shall submit to the other the name of one person to serve as an arbitrator. The two arbitrators together shall then select a third person, the three together shall then serve as a panel in all proceedings. Any unanimous decision of the three arbitrators shall be a final binding decision. The City's failure to respond to a timely, conforming request for arbitration is deemed consent to arbitration.
- (c) The costs of the arbitration shall be split and borne equally between the parties and such costs are not subject to shifting by the arbitrator.
- (d) Contractor's failure to comply with any portion (including timeliness) of this provision shall be deemed a permanent waiver and forfeiture of the claim, dispute, or question.
- (e) This provision shall survive the expiration or termination of this Agreement in perpetuity.

3. City Income Tax Withholding: Contractor and any subcontractor engaged in this contract shall withhold from each payment to his employees the City income tax on all of their compensation subject to City tax, after giving effect to exemptions, as follows:

- (a) Residents of the City: At a rate equal to 1% of all compensation paid to the employee who is a resident of the City of Flint.

- (b) Non-residents: At a rate equal to 1/2% of the compensation paid to the employee for work done or services performed in the City of Flint.

These taxes shall be held in trust and paid over to the City of Flint in accordance with City ordinances and State law. Any failure to do so shall constitute a material breach of this contract.

4. Compensation: The City shall pay for such services as have been set forth herein within 45 days of submission of proper invoices, releases, affidavits, and the like. All services shall be provided at the rates set forth in Exhibit C of Contractor's Proposal, excepting that Auction services shall be compensated on the 60% of total auction proceeds basis per the Auction Addendum from Contractor's Proposal.

Notwithstanding, the contract price shall not exceed \$428,245.00, plus any applicable share of auction proceeds, unless agreed to by both parties in writing. Contractor recognizes that the City does not guarantee it will require any set amount of services. Contractor's services will be utilized as needed and as determined solely by the City of Flint. Contractor expressly acknowledges that it, has no right to payment of an amount exceeding the amount set forth in this Section unless agreed to by both parties in writing. Contractor agrees that oral agreements by City officials to pay a greater amount are not binding.

- (a) Contractor shall submit itemized invoices for all services provided under this Agreement identifying:
- (i) The date of service
 - (ii) The name of person providing the service and a general description of the service provided.
 - (iii) The unit rate and the total amount due.

Invoices shall be submitted to:

City of Flint
Accounts Payable
P.O. Box 246
Flint, MI 48501-0246

It is solely within the discretion of the City as to whether Contractor has provided a proper invoice. The City may require additional information or waive requirements as it sees fit.

5. Contract Documents: The invitation for bids, instructions to bidders, proposal, affidavit, addenda (if any), statement of bidder's qualifications (when required), general conditions, special conditions, performance bond, labor and material payment bond, insurance certificates, technical specifications, and drawings, together with this agreement, form the contract, and they are as fully a part of the contract as if attached hereto or repeated herein. In case of any conflict, this agreement, followed in priority by the request for bid/proposal, shall control.

6. **Disclaimer of Contractual Relationship with Subcontractors:** Nothing contained in the Contract Documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.

7. **Effective Date:** This contract shall be effective upon the date that it is executed by all parties and presented to the City of Flint Clerk. This contract shall not extend beyond City of Flint fiscal year 2024, which ends on June 30, 2024.

8. **Certification, Licensing, Debarment, Suspension and Other Responsibilities:** Contractor warrants and certifies that Contractor and/or any of its principals are properly certified and licensed to perform the duties required by this contract in accord with laws, rules, and regulations, and is not presently debarred, suspended, proposed for debarment or declared ineligible for the award of any Federal contracts by any Federal agency. Contractor may not continue to or be compensated for any work performed during any time period where the debarment, suspension or ineligibility described above exists or may arise in the course of Contractor contractual relationship with the City. Failure to comply with this section constitutes a material breach of this Contract. Should it be determined that contractor performed work under this contract while in non-compliance with this provision, Contractor agrees to reimburse the City for any costs that the City must repay to any and all entities.

9. **Force Majeure:** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, and acts of God. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the services may continue.

10. **Good Standing:** Contractor must remain current and not be in default of any obligations due the City of Flint, including the payment of taxes, fines, penalties, licenses, or other monies due the City of Flint. Violations of this clause shall constitute a substantial and material breach of this contract. Such breach shall constitute good cause for the termination of this contract should the City of Flint decide to terminate on such basis.

11. **Indemnification:** To the fullest extent permitted by law, Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Flint, its elected and appointed officials, employees and volunteers and other working on behalf of the City of Flint, against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Flint, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Flint, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which may arise as a result of Contractor's acts, omissions, faults, and negligence, or that of any of his employees, agents, and representatives in connection with the performance of this contract. Should the Contractor fail to indemnify the City in the above-mentioned circumstances, the City may exercise its option to deduct the cost that it incurs from the contract price forthwith or may file an action in a court of competent jurisdiction, the costs of which shall

be paid by Contractor. This provision shall survive the termination and/or expiration of this agreement, in perpetuity.

12. Independent Contractor: No provision of this contract shall be construed as creating an employer-employee relationship. It is hereby expressly understood and agreed that Contractor is an "independent contractor" as that phrase has been defined and interpreted by the courts of the State of Michigan and, as such, Contractor is not entitled to any benefits not otherwise specified herein.

13. Insurance/Worker's Compensation: Contractor shall not commence work under this contract until he has procured and provided evidence of the insurance required under this section. All coverage shall be obtained from insurance companies licensed and authorized to do business in the State of Michigan unless otherwise approved by the City's Finance Department. Policies shall be reviewed by the City's Finance Department for completeness and limits of coverage. All coverage shall be with insurance carriers acceptable to the City of Flint. Contractor shall maintain the following insurance coverage for the duration of the contract.

- (a) Commercial General Liability coverage of not less than one million dollars (\$1,000,000) combined single limit with the City of Flint, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, named as "Additional Insureds." This coverage shall be written on an ISO occurrence basis form and shall include: Bodily Injury, Personal Injury, Property Damage, Contractual Liability, Products and Completed Operations, Independent Contractors; Broad Form Commercial General Liability Endorsement, (XCU) Exclusions deleted and a per contract aggregate coverage. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether said other available coverage be primary, contributing, or excess.
- (b) Workers Compensation Insurance in accordance with Michigan statutory requirements, including Employers Liability coverage.
- (c) Commercial Automobile Insurance in the amount of not less than \$1,000,000 combined single limit per accident with the City of Flint, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, named as "Additional Insureds." This coverage shall be written on ISO business auto forms covering Automobile Liability, code "any auto."

Contractor shall furnish the City with two certificates of insurance for all coverage requested with original endorsements for those policies requiring the Additional Insureds. All certificates of insurance must provide the City of Flint with not less than 30 days advance written notice in the event of cancellation, non-payment of premium, non-renewal, or any material change in policy coverage. In addition, the wording "Endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the

company, its agents or representatives" must be removed from the standard ACORD cancellation statement. These certificates must identify the City of Flint, Finance Department, as the "Certificate Holder." Contractor must provide, upon request, certified copies of all insurance policies. If any of the above policies are due to expire during the term of this contract, Contractor shall deliver renewal certificates and copies of the new policies to the City of Flint at least ten days prior to the expiration date. Contractor shall ensure that all subcontractors utilized obtain and maintain all insurance coverage required by this provision.

14. Laws and Ordinances: Contractor shall obey and abide by all of the laws, rules and regulations of the Federal Government, State of Michigan, Genesee County and the City of Flint, applicable to the performance of this agreement, including, but not limited to, labor laws, and laws regulating or applying to public improvements.

15. Modifications: Any modifications to this contract must be in writing and signed by the parties or the authorized employee, officer, board or council representative of the parties authorized to make such contractual modifications under State law and local ordinances.

16. No Third-Party Beneficiary: No contractor, subcontractor, mechanic, materialman, laborer, vendor, or other person dealing with the principal Contractor shall be, nor shall any of them be deemed to be, third-party beneficiaries of this contract, but each such person shall be deemed to have agreed (a) that they shall look to the principal Contractor as their sole source of recovery if not paid, and (b) except as otherwise agreed to by the principal Contractor and any such person in writing, they may not enter any claim or bring any such action against the City under any circumstances. Except as provided by law, or as otherwise agreed to in writing between the City and such person, each such person shall be deemed to have waived in writing all rights to seek redress from the City under any circumstances whatsoever.

17. Non-Assignability: Contractor shall not assign or transfer any interest in this contract without the prior written consent of the City provided, however, that claims for money due or to become due to Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

18. Non-Disclosure/Confidentiality: Contractor agrees that Contractor will not disclose any such information provided to Contractor in furtherance of this Agreement, or in any other way make such documents public, without the express written approval of the City or the order of a court of competent jurisdiction.

19. Non-Discrimination: Contractor shall not discriminate against any employee or applicant for employment with respect to hiring or tenure; terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment, because of race, color, creed, religion, ancestry, national origin, age, sex, height, weight, disability or other physical impairment, marital status, or status with respect to public assistance.

20. Ethics: Pursuant to the Flint City Charter §1-602 (I) entitled Notice, every public servant, volunteer and city, contractor is to receive training and be provided with a copy of these ethical standards upon passage of this Charter or at the time of appointment and or hire or the commencement of services (See Attached Flint City Charter §1-602 (I)). Therefore, Contractor acknowledges receipt of Flint City Charter §1-602 and agrees that Contractor and its staff shall abide by the terms and participate in any training provided by the City/or update orientation as may be necessary from time to time. Public servants are all persons employed or otherwise engaged by the corporation of the City of Flint to conduct business on its behalf including but not limited to elected officials, appointed employees, members of boards and commissions, classified employees, contractual employees, and volunteers, in accordance with Flint City Charter §1-602.

21. COVID-19 Policies and Training: Contractor acknowledges that the Country is in the middle of a COVID-19 pandemic and agrees that Contractor, its staff and its subcontractors will comply with Federal, State of Michigan Executive Orders, Michigan Department of Health and Human Services Epidemic Orders, Local guidance, CDC, OSHA, MIOSHA and other regulatory guidelines to mitigate risk and exposure to COVID-19. Contractor also agrees that Contractor, its staff and subcontractors if any, shall abide by City of Flint COVID-19 policies and procedures currently in existence, modified or that may be created, including but not limited daily temperature checks, social distancing, mitigation and disinfected measures and agree to participate in any trainings as required by the City of Flint. Contractor, its staff and its subcontractors agree that failure to comply with this provision shall constitute a substantial and material breach of this contract. Such a breach shall constitute good cause for the termination of this contract should the City of Flint decide to terminate on such basis.

22. Notices: Notices to the City of Flint shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to Chief of Police and City Clerk, City of Flint, 1101 S. Saginaw Street, Flint, Michigan 48502, or to such other address as may be designated in writing by the City from time to time. Notices to Contractor shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to Complete Auto & Truck Parts, Inc., 3401 N. Dort Hwy, Flint, Michigan 48506, or to such other address as may be designated in writing by Contractor from time to time.

23. Records Property of City: All documents, information, reports and the like prepared or generated by Contractor as a result of this contract shall become the sole property of the City of Flint, and shall be disclosed to the City upon request.

24. Scope of Services: Contractor shall provide all of the materials, labor, equipment, supplies, machinery, tools, superintendence, insurance and other accessories and services necessary to complete the project in accordance with the proposals submitted on February 23, 2021 and RFP 21-601.

All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. In addition to any other remedies the City may have, if, within one year of the date of substantial completion of work, or within one year after acceptance by the City, or within such longer period of time as may be prescribed by law, any of the work is

found to be defective or not in accord with the contract documents, Contractor shall correct promptly after receipt of a written notice from the City to do so, unless the City has previously given Contractor a written acceptance of such condition.

25. Severability: In the event that any provision contained herein shall be determined by a court or administrative tribunal to be contrary to a provision of state or federal law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court or administrative tribunal so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision. The invalidation of one or more terms of this contract shall not affect the validity of the remaining terms.

26. Standards of Performance: Contractor agrees to exercise independent judgment and to perform its duties under this contract in accordance with sound professional practices. The City is relying upon the professional reputation, experience, certification, and ability of Contractor. Contractor agrees that all of the obligations required by him under this Contract shall be performed by him or by others employed by him and working under his direction and control. The continued effectiveness of this contract during its term or any renewal term shall be contingent upon Contractor maintaining any certifications in accordance with any applicable legal requirements.

27. Subcontracting: No subcontract work, if permitted by the City, shall be started prior to the written approval of the subcontractor by the City. The City reserves the right to accept or reject any subcontractor.

28. Termination: This contract may be terminated by either party hereto by submitting a notice of termination to the other party. The City, through its City Administrator, may terminate this agreement upon actual notice to Contractor. Contractor may terminate this agreement by providing written notice that shall be effective 30 days from the date it is submitted unless otherwise agreed to by the parties hereto. Contractor, upon receiving such notice and prorated payment upon termination of this contract shall give to the City all pertinent records, data, and information created up to the date of termination to which the City, under the terms of this contract, is entitled.

29. Time of Performance: Contractor's services shall commence immediately upon receipt of the notice to proceed and shall be carried out forthwith and without reasonable delay.


30. Union Compliance: Contractor agrees to comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services, or personnel to be furnished by the City. However, this provision does not apply if its application would violate Public Act 98 of 2011.

31. Waiver: Failure of the City to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any term, covenant, or condition. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.

CONTRACT BETWEEN THE CITY OF FLINT AND COMPETE AUTO & TRUCK PARTS, INC

32. **Whole Agreement:** This Agreement and the documents cited herein embody the entire agreement between the parties. Any additions, deletions or modifications hereto must be in writing and signed by both parties. This Agreement may be executed by facsimile and in counterparts, all of which, taken together, shall constitute a single agreement.

CONTRACTOR:

Complete Auto and Truck Parts, Inc. 9/10/23 
Its President Date

CITY OF FLINT, a Michigan Municipal Corp.:

Sheldon A. Neeley, Mayor
Date

APPROVED AS TO FORM:

William Kim, Chief Legal Officer



230311
RESOLUTION NO.: _____

PRESENTED: SEP - 6 2023

ADOPTED: _____

Proposal #23000545

BY THE CITY ADMINISTRATOR:

RESOLUTION TO INLINER SOLUTIONS, LLC FOR SANITARY SEWER RELINING SERVICES

WHEREAS, The Division of Purchases and Supplies solicited proposals for City of Flint Sanitary Sewer Relining Services. This contract will allow the continuing relining process to continue for the next three (3) years as requested by the Department of Public Works, and:

WHEREAS, Inliner Solutions, LLC, 26529 Goddard Rd., Suite #106, Romulus, MI 48174 was the lowest bidder for this project. Funding for said purchases will come from the following accounts:


590-540.300-801.000	Capital Improvement	\$2,300,000.00

IT IS RESOLVED, that the Proper City Officials, upon City Council's approval, are hereby authorized to enter into a three-year contract with Inliner Solutions, LLC for sewer relining services and a three-year aggregate amount of \$6,900,000.00 (\$2,300,000.00 pending adoption of the FY25 budget, \$2,300,000.00 pending adoption of the FY26 budget)

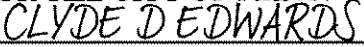
APPROVED AS TO FORM:


William Kim (Aug 23, 2023 15:23 EDT)
William Kim, City Attorney

APPROVED AS TO FINANCE:


Jane Mager (Aug 23, 2023 15:24 EDT)
Jane Mager, Acting Chief Financial Officer

FOR THE CITY OF FLINT:


CLYDE D EDWARDS (Aug 23, 2023 22:24 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: 8/15/23

BID/PROPOSAL# P23-544

AGENDA ITEM TITLE: Sewer Relining

PREPARED BY: Cheri Priest, - Water Service Center

VENDOR NAME: Inliner Solutions, LLC.

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The Sewer Department requests a contract be issued to Inliner Solutions, LLC sanitary sewer relining. This process allows deteriorated sanitary sewer pipe to be relined instead of excavated. This will be a 3-year contract.

FINANCIAL IMPLICATIONS: None

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

Dept.	Name of Account	Account Number	Grant Code	Amount
2496	Capital Improvement	590-540.300-801.000	N/A	2,300,000.00
FY24 GRAND TOTAL				2,300,000.00

PRE-ENCUMBERED? YES X NO

REQUISITION NO: 24-00007484

ACCOUNTING APPROVAL: Cheri Priest

Date: 08/16/2023



CITY OF FLINT

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO

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

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 \$2,300,000.00

BUDGET YEAR 2 \$2,300,000.00

BUDGET YEAR 3 \$2,300,000.00

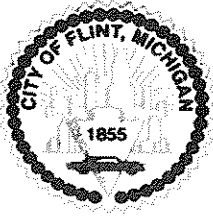
OTHER IMPLICATIONS (i.e., collective bargaining):

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

DEPARTMENT HEAD SIGNATURE:

Entrice Mitchell

Entrice Mitchell, Sewer Systems Supervisor



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: Lauren Rowley
Purchasing Manager

FROM: Entrice Mitchell 
Sewer Maintenance Supervisor

DATE: August 11, 2023

SUBJECT: Bid Recommendation – Sewer Relining

The Sewer Departments recommends that Proposal #P23-544 be awarded to Inliner Solutions who was the lowest bidder for a contract amount of \$2,300,000.00.



SEALED PROPOSALS RECEIVED IN THE DIVISION OF PURCHASES & SUPPLIES

Sewer Relining Services

P23-544

Approximate Annual Quantities – Not Guaranteed

Furnish as requested for the period 7/1/23 – 6/30/26

PLEASE SEE ATTACHED.

A SPECIAL NOTE FROM THE PURCHASING DIVISION

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

Bidder #1: LGC Corporation
Detroit, MI

PROPOSAL RESPONSE SHEET/TABULATION

THE CITY OF FLINT IS REQUESTING COSTS PER LINEAL FOOT (INCLUSIVE) FOR RELINING OF VARIOUS SIZE SEWER LINES AND LATERAL LINES PER THE ENCLOSED SPECIFICATIONS.
FURNISH AS REQUESTED FOR THE PERIOD 7/1/23 THROUGH 6/30/24.

APPROXIMATE QUANTITIES, NOT GUARANTEED.

CIPP Liner to rehabilitate Sewer Lines (price per linear foot)													
	8"	10"	12"	16"	20"	24"	36"	42"	48"	54"	60"	66"	
MAIN													
Year 1	65	70	75	88	154	200	363	405	521	623	707	800	
Year 2	68	73.50	79	92.50	162	210	381	425	547	655	742.50	840	
Year 3	68	73.50	79	92.50	162	210	381	425	547	655	742.50	840	
CIPP Lateral Line and Spot Re-Lining to rehabilitate Sewer Lines (price per linear foot)													
	8"	10"	12"	16"	20"	24"	36"	42"	48"	54"	60"	66"	
Yr. 1	242	965	1019	1125	2307	2414	3750	475	540	606	675	745	
Yr. 2	268	1062	1121	1239	2521	2682	4131	495	566	640	707	780	
Yr. 3	295	1168	1234	1363	2774	1950	4544	495	566	640	707	780	
Vacuum Inserted Sewer Clean Out (price per ea.)													
	6"												
LATERAL													
Yr. 1	1075	ea..											
Yr. 2	1125	ea..											
Yr. 3	1125	ea..											

Only the specifier has the responsibility and judgment for determining whether a proposed substitution is an "or equal or exceeding" specification. Mfg., model #, and supporting documentation of specifications for alternates must be provided.

All considered proposals must indicate warranty of materials and workmanship

Bidder #2: SAK
O'Fallon, MO

PROPOSAL RESPONSE SHEET/TABULATION

THE CITY OF FLINT IS REQUESTING COSTS PER LINEAL FOOT (INCLUSIVE) FOR RELINING OF VARIOUS SIZE SEWER LINES AND LATERAL LINES PER THE ENCLOSED SPECIFICATIONS.
FURNISH AS REQUESTED FOR THE PERIOD 7/1/23 THROUGH 6/30/24.

APPROXIMATE QUANTITIES, NOT GUARANTEED.

CIPP Liner to rehabilitate Sewer Lines (price per linear foot)												
	8"	10"	12"	16"	20"	24"	36"	42"	48"	54"	60"	66"
MAIN												
Year 1	\$ 52 /ft.	\$ 57 /ft.	\$ 63 /ft.	\$ 93 /ft.	\$ 106 /ft.	\$ 133 /ft.	\$ 340 /ft.	\$ 405 /ft.	\$ 575 /ft.	\$ 760 /ft.	\$ 950 /ft.	\$ 1,200 /ft.
Year 2	\$ 56 /ft.	\$ 61 /ft.	\$ 67 /ft.	\$ 99 /ft.	\$ 113 /ft.	\$ 141 /ft.	\$ 361 /ft.	\$ 430 /ft.	\$ 610 /ft.	\$ 806 /ft.	\$ 1,007 /ft.	\$ 1,272 /ft.
Year 3	\$ 60 /ft.	\$ 65 /ft.	\$ 72 /ft.	\$ 105 /ft.	\$ 120 /ft.	\$ 150 /ft.	\$ 383 /ft.	\$ 456 /ft.	\$ 647 /ft.	\$ 855 /ft.	\$ 1,068 /ft.	\$ 1,349 /ft.
CIPP Lateral Line and Spot Re-Lining to rehabilitate Sewer Lines (price per linear foot)												
4"	6"	8"	10"	12"	16"	20"	24"	36"	42"	48"	54"	66"
Yr. 1	\$ 880 /ft.	\$ 1,100 /ft.	\$ 1,210 /ft.	\$ 1,293 /ft.	\$ 1,403 /ft.	\$ 1,650 /ft.	\$ 1,896 /ft.	\$ 2,338 /ft.	\$ 2,613 /ft.	\$ 2,888 /ft.	\$ 3,300 /ft.	\$ 4,125 /ft.
Yr. 2	\$ 924 /ft.	\$ 1,155 /ft.	\$ 1,271 /ft.	\$ 1,358 /ft.	\$ 1,473 /ft.	\$ 1,733 /ft.	\$ 1,993 /ft.	\$ 2,455 /ft.	\$ 2,744 /ft.	\$ 3,032 /ft.	\$ 3,446 /ft.	\$ 4,332 /ft.
Yr. 3	\$ 971 /ft.	\$ 1,213 /ft.	\$ 1,335 /ft.	\$ 1,425 /ft.	\$ 1,547 /ft.	\$ 1,820 /ft.	\$ 2,092 /ft.	\$ 2,578 /ft.	\$ 2,881 /ft.	\$ 3,184 /ft.	\$ 3,609 /ft.	\$ 4,548 /ft.
Vacuum Inserted Sewer Clean Out (price per ea.)												
4"	6"											
LATERAL	LATERAL											
Yr. 1	\$ 5,000 /ea..											
Yr. 2	\$ 5,300 /ea..											
Yr. 3	\$ 5,618 /ea..											

Only the specifier has the responsibility and judgment for determining whether a proposed substitution is an "or equal or exceeding" specification. Mfg., model #, and supporting documentation of specifications for alternates must be provided.

All considered proposals must indicate warranty of materials and workmanship

Bidder #3: Inliner Solutions
Romulus, MI

PROPOSAL RESPONSE SHEET/TABULATION

THE CITY OF FLINT IS REQUESTING COSTS PER LINEAL FOOT (INCLUSIVE) FOR RELINING OF VARIOUS SIZE SEWER LINES AND LATERAL LINES PER THE ENCLOSED SPECIFICATIONS.
 FURNISH AS REQUESTED FOR THE PERIOD 7/1/23 THROUGH 6/30/24.

APPROXIMATE QUANTITIES, NOT GUARANTEED.

CIPP Liner to Rehabilitate Sewer Lines (price per lineal foot)		8" MAIN (\$/ft)	10" (\$/ft)	12" (\$/ft)	16" (\$/ft)	20" (\$/ft)	24" (\$/ft)	36" (\$/ft)	42" (\$/ft)	48" (\$/ft)	54" (\$/ft)	60" (\$/ft)	66" (\$/ft)
Year 1	\$	51.00	\$ 55.00	\$ 61.00	\$ 68.00	\$ 79.00	\$ 100.00	\$ 175.00	\$ 250.00	\$ 300.00	\$ 350.00	\$ 500.00	\$ 600.00
Year 2	\$	53.00	\$ 58.00	\$ 64.00	\$ 71.50	\$ 82.50	\$ 104.00	\$ 175.00	\$ 250.00	\$ 300.00	\$ 350.00	\$ 500.00	\$ 600.00
Year 3	\$	58.00	\$ 62.00	\$ 70.00	\$ 78.00	\$ 90.00	\$ 114.00	\$ 201.00	\$ 250.00	\$ 300.00	\$ 350.00	\$ 500.00	\$ 600.00

CIPP Lateral Line & Spot Ree-Lining to Rehabilitate Sewer Lines (price per linear foot)		4" (\$/ft)	6" (\$/ft)	8" (\$/ft)	10" (\$/ft)	12" (\$/ft)	16" (\$/ft)	20" (\$/ft)	24" (\$/ft)	36" (\$/ft)	42" (\$/ft)	48" (\$/ft)	54" (\$/ft)	60" (\$/ft)	66" (\$/ft)
Year 1	\$	50.00	\$ 50.00	\$ 100.00	\$ 200.00	\$ 300.00	\$ 400.00	\$ 500.00	\$ 600.00	\$ 700.00	\$ 800.00	\$ 900.00	\$ 1,000.00	\$ 1,200.00	\$ 1,500.00
Year 2	\$	50.00	\$ 50.00	\$ 100.00	\$ 200.00	\$ 300.00	\$ 400.00	\$ 500.00	\$ 600.00	\$ 700.00	\$ 800.00	\$ 900.00	\$ 1,000.00	\$ 1,200.00	\$ 1,500.00
Year 3	\$	50.00	\$ 50.00	\$ 100.00	\$ 200.00	\$ 300.00	\$ 400.00	\$ 500.00	\$ 600.00	\$ 700.00	\$ 800.00	\$ 900.00	\$ 1,000.00	\$ 1,200.00	\$ 1,500.00

Vacuum Inserted Sewer Clean Out (price per ea)		4" Lateral (\$/ea)	6" Lateral (\$/ea)
Year 1	\$	\$ 1,000.00	\$ 1,000.00
Year 2	\$	\$ 1,000.00	\$ 1,000.00
Year 3	\$	\$ 1,000.00	\$ 1,000.00

Only the specifier has the responsibility and judgement for determining whether a proposal substitution is an "or equal of exceeding" specification, Mtg., model# and supportin
 All considered proposals must indicate warranty of materials and workmanship

ORDINANCE NO. _____

An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 6, ALCOHOLIC LIQUOR SALES.

IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF FLINT:

Sec. 1. An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 6, ALCOHOLIC LIQUOR SALES, Article 1, IN GENERAL, Section 6-6, CONSUMPTION IN PUBLIC PROHIBITED; POSSESSION OR CONSUMPTION IN PUBLIC PARK OR PARKWAY PROHIBITED; EXCEPTION, by providing numbering for paragraphs 6-6(1) and 6-6(2) and adding paragraph 6-6(3). which shall read in its entirety as follows:

§ 6-6 CONSUMPTION IN PUBLIC PROHIBITED; POSSESSION OR CONSUMPTION IN PUBLIC PARK OR PARKWAY PROHIBITED; EXCEPTION.

(1) No alcoholic liquors or beer shall be consumed on the public streets, parks or in any other public places, including any store or establishment doing business with the public not licensed to sell alcoholic liquor or beer therein.

(2) No person shall have in his possession or under his or her control, any alcoholic liquor or beer upon or within any public park or parkway; provided, that such possession and consumption of alcoholic liquor or beer may be permitted within buildings or structures under the jurisdiction of the Department of Parks and Recreation where not otherwise prohibited by law, upon the securing of permission from the Director of the Department of Parks and Recreation.

(3) The provisions of this section shall not apply to the operation of a commercial quadricycle and/or a passenger travelling thereon, as permitted under sections 28-164 to 28-175 of the Flint City Code of Ordinances.

Sec. 2. This Ordinance shall become effective this _____ day of _____, 2023, A.D.

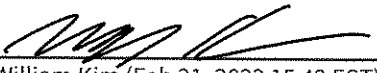
Adopted this _____ day of _____, 2023, A.D.

FOR THE CITY:

Sheldon A. Neeley, Mayor

Approved by City Council

APPROVED AS TO FORM:



William Kim (Feb 21, 2023 15:42 EST)

William Kim, City Attorney

ORDINANCE NO. _____**An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 28, MOTOR VEHICLES AND TRAFFIC****IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF FLINT:**

Sec. 1. An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 28, MOTOR VEHICLES AND TRAFFIC, Article 1, IN GENERAL, Section 28-28.6, ADOPTION OF STATE LAW COVERING POSSESSION OF ALCOHOL IN PASSENGER VEHICLE, by the addition of paragraph 28-28.6(b)(5), which shall read in its entirety as follows:

§ 28-28.6 ADOPTION OF STATE LAW COVERING POSSESSION OF ALCOHOL IN PASSENGER COMPARTMENT OF A MOTOR VEHICLE.

(a) Section 624a of the Michigan Vehicle Code, covering possession of open alcohol in a passenger compartment, as adopted and promulgated by the State of Michigan as Public Act 98 of the Michigan Public Acts of 1991, and as from time to time amended by the State of Michigan (being MCLA §§ 257.624a et seq.; MSA §§ 9.2324(1) et seq.), is hereby adopted by reference by the Flint City Council and placed on file with the City Clerk.

(b) This section shall read as follows:

(1) Except as provided in subsection (2), a person shall not transport or possess alcoholic liquor in a container that is open or uncapped or upon which the seal is broken within the passenger compartment of a vehicle upon a highway, or within the passenger compartment of a moving vehicle in any place open to the general public or generally accessible to motor vehicles, including an area designated for the parking of vehicles, in this State.

(2) Exceptions. A person may transport or possess alcoholic liquor in a container that is open or uncapped or upon which the seal is broken within the passenger compartment of a vehicle upon a highway or other place open to the general public or generally accessible to motor vehicles, including an area designated for the parking of vehicles in this State, if the vehicle does not have a trunk or compartment separate from the passenger compartment, the container is enclosed or encased, and the container is not readily accessible to the occupants of the vehicle.

(3) Violation as misdemeanor. A person who violates this section is guilty of a misdemeanor.

(4) Chartered vehicle exception. This section does not apply to a passenger in a chartered vehicle authorized to operate by the Michigan Department of Transportation.

(5) Commercial Quadricycle exception. This section does not apply to the operation of a commercial quadricycle and/or a passenger travelling thereon, as permitted under sections 28-164 to 28-175 of the Flint City Code of Ordinances.

Sec. 2. This Ordinance shall become effective this ____ day of ____, 2023, A.D.

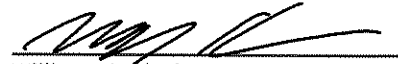
Adopted this ____ day of ____, 2023, A.D.

FOR THE CITY:

Sheldon A. Neeley, Mayor

Approved by City Council

APPROVED AS TO FORM:



William Kim (Feb 21, 2023 15:42 EST)

William Kim, City Attorney

ORDINANCE NO. _____

An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 28, MOTOR VEHICLES AND TRAFFIC.

IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF FLINT:

Sec. 1. An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 28, MOTOR VEHICLES AND TRAFFIC, Article XIV, MOTORCYCLES, BICYCLES AND THE LIKE, Division 1, BICYCLES, by amending and renaming sections 28-164 through 28-174, which shall read in their entirety as follows:

~~DIVISION 1. BICYCLES~~

~~§ 28-164 "BICYCLE" DEFINED.~~

~~BICYCLE. A device propelled by human power upon which any person may ride, having two tandem wheels either of which is over 20 inches in diameter.~~

~~§ 28-165 COMPLIANCE.~~

~~All person using bicycles shall conform to the general rules as set forth in this ordinance.~~

~~§ 28-166 REGISTRATION; TRANSFER OF OWNERSHIP.~~

~~(a) No person shall operate a bicycle upon any street, alley, or public place of this City unless such bicycle is registered as hereinafter provided and properly displays a decalcomania print; provided, however, that a nonresident temporarily in the City may secure from the Chief of Police a permit to use a bicycle for a period not exceeding seven (7) days.~~

~~(b) Bicycle registration certificates shall be issued by the Chief of Police but only after ascertaining that the bicycle desired to be registered is in good mechanical condition and carries the equipment required under this ordinance. The fee for such registration shall be as specified in Chapter 26 of this Code.~~

~~(c) The application of registration hereunder shall be on a form furnished by the Chief of Police. Said application shall be in triplicate and when signed by the Chief of Police shall constitute a certificate of registration, one copy of which shall be given to and retained by the applicant. The Chief of Police shall also furnish a decalcomania print which shall be securely attached to the bicycle to a conspicuous place on the frame. The decalcomania must be displayed on the registered bicycle at all times, and shall not be used on, or transferred to any other bicycle than that for which it was issued.~~

~~(d) Any person who sells or transfers ownership to any bicycle shall report such sale or transfer by returning to the Chief of Police the registration card issued therefor, together with the name and address of the person to whom such bicycle was sold or transferred. Such report shall be made~~

~~within five days from the date of the sale or transfer. It shall be the duty of the purchaser or transferee to apply for transfer or registration thereof within seven (7) days after the sale or transfer. The transfer of registration shall bear a fee as specified in Chapter 26 of this Code and be upon the condition that the bicycle is in good mechanical condition and carries equipment required under this ordinance.~~

~~(e) No person shall willfully or maliciously remove, destroy, mutilate or alter the frame number or manufacturer's serial number, or the decalcomania print issued under this article.~~

~~(f) Duplicate decalcomania print shall be issued by the Chief of Police in event the decalcomania print is lost, defaced or destroyed, upon the payment of the sum of \$0.25.~~

~~(g) In event any bicycle does not possess a trade number of manufacturer's serial number, the Chief of Police may stamp an identifying frame number thereon.~~

~~§ 28-166.1 BICYCLES TO BE PERMANENTLY IDENTIFIED UPON SALE.~~

~~Retail merchants of bicycles are hereby required to affix to each such bicycle sold, the driver's license number, social security number, or other proper identification number of the purchaser of such bicycle with a permanent stencil, stamp, or other method approved by the Chief of Police.~~

~~§ 28-167 LIGHTS AND REFLECTORS REQUIRED.~~

~~Every bicycle, when in use at nighttime, shall be equipped with a lamp on the front which will emit a white light visible from a distance of 500 feet to the front and with a red reflector on the rear which shall be visible from all distances from 50 feet to 300 feet to the rear when directly in front of lawful upper beams of headlamps on a motor vehicle. A lamp emitting a red light visible from a distance of 500 feet to the rear may be used in addition to the red reflector.~~

~~§ 28-168 WARNING DEVICES REQUIRED; USE OF SIRENS OR WHISTLES PROHIBITED.~~

~~No person shall operate a bicycle unless it is equipped with a bell or other device capable of giving a signal audible for a distance of at least 100 feet; except that such vehicle shall not be equipped with nor shall any person use upon such vehicles any sirens or whistle.~~

~~§ 28-169 BRAKES REQUIRED.~~

~~Every bicycle shall be equipped with a brake which will enable the operator to make the braked wheels skid on dry, level, clean pavement.~~

~~§ 28-170 CARRYING PACKAGES.~~

~~No person operating a bicycle shall carry any package, bundle, or article which prevents the driver from keeping both hands upon the handlebars of the vehicle.~~

~~§ 28-171 RIDING ON SIDEWALKS PROHIBITED; EXCEPTION.~~

~~No person shall ride any bicycle upon any sidewalks in the City of Flint, except on sidewalks located in residential districts of the said City of Flint; provided that no person shall ride upon any sidewalk or be permitted to do so at a rate of speed exceeding ten miles per hour; further, that such vehicle shall be operated along the right side of the street or sidewalk.~~

~~§ 28-172 TO BE RIDDEN WITH HANDS ON HANDLEBARS; MORE THAN ONE PERSON RIDING PROHIBITED; EXCEPTION.~~

~~It shall be unlawful for persons to ride bicycles in the streets, highways, public places or on sidewalks without having their hands on the handlebars, or for two or more persons to ride on any such vehicles; provided, that two or more persons may ride on a tandem bicycle which is hereby defined to be a bicycle originally manufactured for the purpose of being ridden or operated by two or more persons.~~

~~§ 28-173 IMPOUNDMENT OF ABANDONED OR STOLEN BICYCLES.~~

~~Any unregistered bicycle which appears to be abandoned by the owner or is recovered by the police after being stolen, shall be removed by any member of the Police Department to a place in the City to be designated by the Chief of Police. Any person owning or entitled to possession of such bicycle so removed may thereafter obtain possession thereof by paying the Police Department a fee which shall be established from time to time by resolution of the City Council, kept on file by the City Clerk, and contained in Appendix A of the City Code, and registering the bicycle as provided in this division. It shall be the duty of any Police Department member collecting any such fee to issue a receipt therefor in duplicate, stating the make and serial number, if any, of the bicycle, together with the name of the owner or person entitled to possession thereof, one of which shall be handed to the person paying the same, and the other shall be filed in the office of the Chief of Police, and within 48 hours thereafter, the Chief of Police shall pay to the City Treasurer the amount so collected, taking the Treasurer's receipt therefor and filing the same in the office of the Chief of Police.~~

~~§ 28-174 RIDING ON PERMANENT SEATS.~~

~~A person propelling a bicycle or operating a motorcycle or motor-driven cycle shall not ride other than upon and astride a permanent and regular seat attached thereto.~~

DIVISION 1. COMMERCIAL QUADRICYCLES

§ 28-164 DEFINITIONS

For purposes of this article the following words and phrases shall have the meanings respectively ascribed to them by this section:

***Alcoholic liquor* means any spirituous, vinous, malt, or fermented liquor, liquids and compounds, whether or not medicated, proprietary, patented or any other designation, which contains one-half of one percent or more of alcohol by volume, are fit for use as a beverage, and are defined and classified by the Michigan Liquor Control Commission according to**

alcoholic content as being beer, wine, spirits, alcohol, sacramental wine, brandy, mixed wine drink, or mixed spirit drink.

Chief of Police means the Chief of the Flint Police Department.

City means the City of Flint, Michigan.

Commercial quadricycle means a vehicle as defined in Section 7b of the Michigan Vehicle Code, being MCL 257.7b, and which satisfies all of the following:

- (a) The vehicle that has fully operative pedals for propulsion entirely by human power;
- (b) The vehicle that has at least four wheels and is operated in a manner similar to a bicycle;
- (c) The vehicle that has at least six seats for passengers;
- (d) The vehicle is designed to be occupied by a driver and powered either by passengers providing pedal power to the drive train of the vehicle or by a motor capable of propelling the vehicle in the absence of human power;
- (e) The vehicle is used for commercial purposes; and
- (f) The vehicle is operated by the owner of the vehicle or an employee of the owner of the vehicle.

Controlled substance means any drug, immediate precursor or substance, by whatever official, common, usual, chemical, or trade name known, that is delineated in Schedules 1 through 5 of Part 72 of the Michigan Public Health Code, Public Act 368 of 1978, being MCL 333.7201 through MCL 333.7231.

Director means the Department Director assigned to implement this ordinance by the City Administrator.

Drug means:

- (a) A substance that is recognized as a drug in the official United States Pharmacopoeia, official Homeopathic Pharmacopoeia of the United States, or official national formulary, or any supplement to any of them; or
- (b) A substance that is intended for use in the diagnosis, cure, mitigation, treatment, or prevention of disease in human beings or animals; or
- (c) A substance, other than food, that is intended to affect the structure or function of the body of human beings or animals; or

(d) A substance that is intended for use as a component of any substance specified within this definition.

Operator means an individual who actually physically controls, or is responsible for the actual physical control of, any vehicle regulated by this article.

Owner means an individual, person, partnership, corporation, association, sole proprietorship, limited-liability company, joint venture, estate, trust, organization, or any other legal entity engaged in the business of transporting passengers for hire by means of one or more vehicles regulated by this article.

§ 28-165 AUTHORITY TO OPERATE

The operation of commercial quadricycles in the City is permitted in accordance with the provisions of this division. The provisions of this division are authorized by and adopted pursuant to Sections 7b, 33, 518a, 624a, 625p, 657, 660 662, 901 and 907 of the Michigan Vehicle Code, being MCL 257.7b, 257.33, 257.518a, 257.624a, 257.625p, 257.657, 257.660, 257.662, 257.901 and 257.907.

§ 28-166 LOCATION OF OPERATIONS

(1) The Director and the Chief of Police shall, by rule, jointly designate and approve the geographic locations and/or public right-of-ways in the City where licensed commercial quadricycles may operate. The geographic locations and/or public right-of-ways may be altered from time as determined by the Director and the Chief of Police. No Owner and/or Operator shall acquire any right to operate a commercial quadricycle in a particular geographic location and/or public right-of-way in the City.

(2) It shall be unlawful for any person to operate a commercial quadricycle at a location or on a public right-of-way in the City which location or public right-of-way has not been designated and approved in accordance with this section. Any person who violates this section shall be a guilty of a misdemeanor punishable by not more than 90 days in jail or a \$500.00 fine, or both.

§ 28-167 HOURS OF OPERATION

Licensed commercial quadricycles shall only be operated in the City between the hours of 9:00 a.m. and 11:00 p.m.

Any person who violates this section shall be responsible for a municipal civil infraction and subject to a fine or fines as provided in section §1-19 of the Flint City Code of Ordinances.

§ 28-168 SUSPENSION OF OPERATIONS

The Chief of Police shall have the authority to temporarily suspend the operation of any and all commercial quadricycles in the City whenever he or she determines that the conditions for the operation of a commercial quadricycle are unsuitable or unsafe. Any person who violates this

section shall be responsible for a municipal civil infraction and subject to a fine or fines as provided in section §1-19 of the Flint City Code of Ordinances.

§ 28-169 COMPLIANCE WITH TRAFFIC LAWS AND SAFETY REQUIREMENTS

(1) The operation of a commercial quadricycle in the City shall comply with all traffic laws of the State of Michigan and the Flint City Code of Ordinances. In addition:

(A) No commercial quadricycle shall be operated at a speed more than 25 miles per hour;

(B) No commercial quadricycle shall be operated on a highway or street with a speed limit of more than 35 miles per hour except for the purpose of crossing that highway or street;

(C) No commercial quadricycle shall be operated on a sidewalk constructed for the use of pedestrians;

(D) All commercial quadricycles shall be capable of coming to a complete and controlled stop;

(E) All commercial quadricycles shall be equipped with a front lamp that emits a white light visible from a distance of at least 500 feet to the front and a rear lamp that emits a red light visible from distance of 500 feet to the rear; and

(F) All commercial quadricycles shall be maintained in a good state of repair, free from defects, both inside and outside, so as to not to injure any passengers or damage their clothing or possessions. The exterior of a commercial quadricycle shall be reasonably clean and free from cracks, breaks, and major dents.

(2) Any person who violates this section shall be responsible for a municipal civil infraction and subject to a fine or fines as provided in section §1-19 of the Flint City Code of Ordinances.

§ 28-170 OPERATORS

(1) The Operator of a commercial quadricycle shall:

(A) Possess a valid Michigan Driver's License;

(B) Operate the commercial quadricycle in a safe and prudent manner;

(C) Keep the interior of the commercial quadricycle clean;

(D) Report all accidents involving the commercial quadricycle as required by the traffic laws of the State of Michigan and the Flint City Code of Ordinances;

(E) Conspicuously post his or her current Quadricycle License in a protective frame attached to the commercial quadricycle;

(F) Be properly attired with a shirt, pants, skirt or shorts, and secure footwear.

(2) The Operator of a commercial quadricycle shall not:

(A) Transport passengers without a reservation arranged by phone or online;

(B) Promote or recommend transportation to any person or entity operating in violation of law;

(C) Sell, or offer for sale, articles of merchandise or literature to passengers while the quadricycle is in motion;

(D) After leaving the starting point, receive additional passengers;

(E) Except in an emergency, abandon the commercial quadricycle;

(F) Operate the commercial quadricycle while under the influence of alcoholic liquor, a controlled substance, and/or an illegal drug, or while his or her ability to operate the commercial quadricycle has been impaired by alcoholic liquor, a controlled substance, and/or an illegal drug;

(G) Stop to load or unload passengers in the intersections of any street or crosswalk, or in any unsafe location;

(H) Load or unload passengers in any manner that will impede or interfere with the orderly flow of traffic on the streets;

(I) Permit a passenger to possess or transport alcoholic liquor other than beer, wine, spirits or a mixed spirits drink;

(J) Permit a passenger to possess or transport alcoholic liquor that was purchased from a commercial establishment after the start of the trip; and/or

(K) Permit a passenger to engage in disorderly conduct.

(3) Any person who violates (2)(F) of this section shall be a guilty of a misdemeanor punishable by not more than 93 days in jail or a \$500.00 fine, or both, and licensing sanctions as provided by MCL 257.625.

(3) Any person who violates any other provision of this section shall be responsible for a municipal civil infraction and subject to a fine or fines as provided in section §1-19 of the Flint City Code of Ordinances.

§ 28-171 PASSENGERS

(1) A passenger on a commercial quadricycle shall not:

(A) Possess or transport alcoholic liquor on a commercial quadricycle other than beer, wine, spirits, or a mixed spirits drink;

(B) Possess or transport alcoholic liquor on a commercial quadricycle that was purchased from a commercial establishment after the start of the trip; and/or

(C) Engage in disorderly conduct.

(2) Any person who violates this section shall be responsible for a municipal civil infraction and subject to a fine or fines as provided in section §1-19 of the Flint City Code of Ordinances.

§ 28-172 LICENSE REQUIRED

(1) A Quadricycle License shall be required to operate a commercial quadricycle in the City.

(2) One Quadricycle License shall be required for each commercial quadricycle.

(3) The Director shall promulgate rules and regulations to obtain a license and enforce the licensing requirement in accordance with the Charter of the City of Flint, and shall administer all licensing activity.

(2) The fees for licensure or other activity under this Division of the Code shall be set from time to time by Council resolution. The fee shall be non-refundable and must be paid in full prior to issuance of the license.

(3) The Quadricycle License shall specify the total number of passengers that may be transported on the commercial quadricycle.

(4) A Quadricycle License issued under this Division may be suspended or revoked at any time by the Director, and the Director shall not issue a Quadricycle License under this section, for any 1 or more of the following reasons:

(a) Providing incorrect, misleading, incomplete, or materially untrue information in the license application.

(b) Failing to meet the minimum requirements for licensure under this Division of the Code or any regulations promulgated under this Division of the Code.

(c) Multiple violations of any provision of this Division of the Code or any regulation promulgated under this Division of the Code.

(d) Any condition which, had it been known or had it occurred prior to licensure, would have justified denial of licensure.

(e) Failing to pay any fee or monies due to the City of Flint.

(5) It shall be unlawful to operate or permit another person to operate a commercial quadricycle in the City unless the Owner of the commercial quadricycle has obtained a license to operate the commercial quadricycle from the Director. Any who person who violates this section shall be a guilty of a misdemeanor punishable by not more than 90 days in jail or a \$500.00 fine, or both.

(6) A Quadricycle License shall expire one year after issuance. The Director shall, by rule, create procedures for renewal of licensure. A Quadricycle License may not be transferred.

(7) The Director shall have the authority to promulgate rules and regulations to effectuate the provisions of this section. The Director may, by rule, establish a reasonable limit on the total number of licenses to operate a commercial quadricycle that may be issued in the City.

§ 28-172 MINIMUM REQUIREMENTS

(1) The requirements for obtaining a license to operate a commercial quadricycle in the City shall be promulgated by the Director, and shall include, at a minimum:

(A) The name and business address of the applicant;

(B) Written proof that the applicant is the owner of the commercial quadricycle;

(C) If the applicant is a corporation or other business entity, a certificate of the entity's good corporate standing;

(D) If the applicant is a corporation or other business entity, the name and address of the entity's registered agent;

(E) The names and addresses of all persons who will operate the commercial quadricycle;

(H) Written proof that all persons who will operate the commercial quadricycle have received commercial training in identifying the signs of intoxication and alcohol management; and

(I) Written proof that the applicant meets the insurance requirements for operating a commercial quadricycle as established under §28-173 of this ordinance, and that the required insurance is in full force and effect as of the time the license to operate the quadricycle will be issued.

(2) The Director shall have the authority to promulgate rules and regulations creating additional minimum requirements or otherwise effectuating this section, as may be necessary to ensure the health, welfare, and safety of the quadricycle licensees, operators, passengers, and the general public.

§ 28-173 INSURANCE AND INSPECTIONS

(1) The Owner of a commercial quadricycle shall maintain liability insurance for the operation of a commercial quadricycle in the amount of two-million and 00/100 (\$2,000,0000.00), combined single limit, for all bodily injuries and property damages arising from the operation of the commercial quadricycle.

(2) The Owner of a commercial quadricycle shall provide the Director with proof of insurance at any time upon request.

(3) A commercial quadricycle licensed under this Division of the Code shall be subject to inspection and search, by the Department or any Flint police officer, at any time while operating in the City of Flint.

(4) The Director shall have the authority to promulgate rules and regulations to conduct inspections of and regulate the operation of a commercial quadricycle, as may be deemed necessary to ensure the health, welfare, and safety of the quadricycle licensee, operators, passengers, and the general public.

§ 28-174 DENIAL, SUSPENSION, OR REVOCATION OF LICENSURE

(1) If the Director denies, suspends, or revokes a Quadricycle License, the Director shall send written notice of the denial, suspension, or revocation to the applicant or licensee.

(2) The applicant or licensee may, within 14 days, request a hearing from the Director or their designee to contest the denial, suspension, or revocation of a Quadricycle license. A request for hearing must be in writing and specify the grounds on which the applicant or licensee is contesting the denial, suspension, or revocation. After reviewing the request for hearing, the Director may conduct a hearing at his or her discretion, or may issue a written determination based on the request for hearing.

(3) If the Director's written determination does not reverse the denial, suspension or revocation, or if the Director does not act on a request for hearing within 30 days, the applicant or licensee may, within 14 days of the Director's written determination or failure to act on the request for hearing, petition the Flint City Council to review the action of the Director.

(4) If the Flint City Council does not reverse the denial, suspension, or revocation, or if the Flint City Council does not act on a request for hearing within 60 days, the applicant or licensee may appeal to the Circuit Court.

(5) The Director shall have the authority to promulgate rules and regulations to effectuate this section, as may be deemed necessary to ensure the health, welfare, and safety of the quadricycle licensese, operators, passengers, and the general public.

§ 28-175 SEVERABILITY

Should any section, clause or phrase of this ordinance be declared invalid, the same shall not affect the validity of the ordinance as a whole.

Sec. 2. This Ordinance shall become effective this _____ day of _____, 2023, A.D.

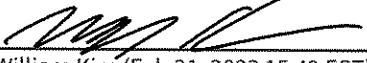
Adopted this _____ day of _____, 2023, A.D.

FOR THE CITY:

Sheldon A. Neeley, Mayor

Approved by City Council

APPROVED AS TO FORM:



William Kim (Feb 21, 2023 15:42 EST)

William Kim, City Attorney