

City of Flint, Michigan

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



Meeting Agenda - FINAL

Monday, September 14, 2023

5:30 PM

CITY COUNCIL CHAMBERS

SPECIAL 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

This Special City Council Meeting was called by Mayor Sheldon A. Neeley for the purpose of considering the following resolutions for approval: (1) J.F. Cavanaugh Company/WPC Influent Chamber/Emergency Repair (Resolution #230306), (2) CO#4/Contract/Shelter of Flint/Contract No. 21-088 (Resolution #230301), (3) Lake Star Construction Services, Inc./Lead Remediation/Lead Based Paint Hazard Program (Resolution #230308), and (4) Resolution to Approve Tentative Agreement Between the City of Flint and AFSCME Council 25, Local 1799 (Resolution #TBD).

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.

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

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.

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.

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).

230318 Approval/Collective Bargaining Wage Reopener Agreement/City of Flint/AFSCME Local 1799

Resolution resolving that the Flint City Council RATIFIES the Tentative Agreement between the City of Flint and AFSCME Local 1799, and authorizes the Director, Human Resources and Labor Relations, to execute a Memorandum of Understanding so providing.

FINAL COUNCIL COMMENTS

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

ADJOURNMENT

230306



RESOLUTION NO.: _____

PRESENTED: SEP - 6 2023

ADOPTED: _____

PROPOSAL: Emergency
BY THE CITY ADMINISTRATOR:

**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.



Joseph Ritter, PE



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, 10:58 AM

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 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, Cherf (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 that the 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



CITY OF FLINT

230301

RESOLUTION NO.: _____

PRESENTED: SEP - 6 2023

ADOPTED: _____

Resolution Authorizing Change Order #4 to Contract 21-088 with Shelter of Flint to Add \$25,000.00 for a New Total Contract Amount of \$618,290.00

BY THE CITY ADMINISTRATOR:

WHEREAS, The City of Flint is a recipient of Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136) in the amount of \$2,441,943.00 for ESG. These funds must be used to prevent, prepare for, and respond to coronavirus among individuals and families who are homeless or receiving homeless assistance, and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts created by coronavirus.

WHEREAS, At its meeting on August 10, 2021 (Resolution No. 210368.1), the Flint City Council authorized allocations to several agencies, including \$355,926.00 to Shelter of Flint for shelter operations and essential services.

WHEREAS, At its meeting on November 15, 2021, the Flint City Council authorized Change Order #1 (Resolution No. 210548) to increase the contract by \$184,903.00 for salaries and wages, and appliances associated with the operation of the shelter.

WHEREAS, At its meeting on June 13, 2022, the Flint City Council authorized Change Order #2 (Resolution No. 220230) to increase the contract by \$2,461.00 for additional items to prevent, prepare for and respond to COVID.

WHEREAS, At its meeting on November 14, 2022, the Flint City Council authorized Change Order #3 (Resolution No. 220474) to increase the contract by \$50,000.00 in admin funds for staff costs and extended the term of the contract until September 8, 2023.

WHEREAS, Shelter of Flint has indicated a need for additional funds. Staff is recommending an additional \$25,000.00 be awarded to Shelter of Flint for items to be purchased for their non-congregate shelter.

WHEREAS, ESG-CV funding is available to be allocated to eligible agencies/activities.



CITY OF FLINT

WHEREAS, Per the requirements of CPD Notice 21-08, issued July 19, 2021, by the U.S. Department of Housing and Urban Development, The Community and Economic Development Division will publish on the City’s website, a notification of CARES Act Award to Genesee County Youth Corporation and how funds will be used.

WHEREAS, Funding is available in the following accounts:

| Dept. | Name of Account | Account Number | Grant Code | Amount |
|-------|-----------------|---------------------|------------|-------------|
| P&D | ESG-CV | 282-733.101-531.000 | FHUD-ESGCA | \$25,000.00 |
| P&D | ESG-CV | 282-733.101-963.000 | FHUD-ESGCA | \$25,000.00 |

IT IS RESOLVED, 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

APPROVED AS TO FORM:

APPROVED AS TO FINANCES:

William Kim 08/09/2023
William Kim (Aug 9, 2023 19:31 EDT)
William Kim, City Attorney

Jane Mager 08/09/2023
Jane Mager (Aug 9, 2023 20:45 EDT)
Jane Mager, Acting Chief Financial Officer

ADMINISTRATION:

CITY COUNCIL:

Clyde D. Edwards 08/10/2023
Clyde D. Edwards (Aug 10, 2023 14:32 EDT)
Clyde Edwards, City Administrator



CITY OF FLINT

RESOLUTION STAFF REVIEW

July 31, 2023

AGENDA ITEM TITLE: Resolution Authorizing Change Order #4 to Contract 21-088 with Shelter of Flint to Add \$25,000.00 for a New Total Contract Amount of \$618,290.00

PREPARED BY: Department of Planning and Development – Community Development Division – K. L. Miller

VENDOR NAME: Shelter of Flint

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The City of Flint is a recipient of Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136) in the amount of \$2,441,943 for Emergency Solutions Grant funding (ESG). These funds must be used to prevent, prepare for, and respond to coronavirus among individuals and families who are homeless or receiving homeless assistance, and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts created by coronavirus.

At its meeting on August 10, 2021, the Flint City Council authorized allocations to several agencies (Resolution #210368.1), including \$355,926.00 to Shelter of Flint for shelter operations. The City has been working with shelter agencies to identify uses for these funds and Shelter of Flint has indicated a need for additional funds. The first change order approved November 15, 2021 (Resolution No. 210548) added \$184,903.00 for wages and salaries, and appliances associated with the operation of the shelter. Change order #2 allocated an additional \$2,461.00 for additional items to prevent, prepare for and respond to COVID. Change order #3 increased the contract by \$50,000 in admin funds to cover staff costs. Staff is recommending an additional \$25,000.00 be awarded to Shelter of Flint for items for a non-congregate shelter.

Per the requirements of CPD Notice 21-08, issued July 19, 2021, by the U.S. Department of Housing and Urban Development, the City has published on its website, on the Community and Economic Development page, how it is using its ESG-CV funds.

FINANCIAL IMPLICATIONS: Funds for this purpose are reserved to provide services to the homeless population in Flint and serve to prevent, prepare for or respond to coronavirus. Funds determined to be ineligible, paid and drawn, must be repaid using general fund dollars.



CITY OF FLINT

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN: N/A

*****Upon Adoption BA will be completed to move from uncommitted accounts to Shelter of Flint specific accounts. *****

Table with 5 columns: Dept., Name of Account, Account Number, Grant Code, Amount. Rows include ESG-CV and Shelter of Flint with account numbers and amounts.

PRE-ENCUMBERED? YES NO REQUISITION NO: 240007624

ACCOUNTING APPROVAL: Carissa Dotson (Aug 3, 2023 09:08 EDT) Date: 08/03/2023

FINANCE APPROVAL: [Signature] Date: 08/03/2023

ENVIRONMENTAL APPROVAL: [Signature] Date: 08/08/2023

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO (If yes, please indicate how many years for the contract) 1 YEARS

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

BUDGET YEAR 1

BUDGET YEAR 2

BUDGET YEAR 3

OTHER IMPLICATIONS (i.e., collective bargaining): N/A

STAFF RECOMMENDATION: (PLEASE SELECT): APPROVED NOT APPROVED

DEPARTMENT HEAD SIGNATURE:

[Signature] Emily Doerr (Aug 9, 2023 19:25 EDT)

08/09/2023

Emily Doerr, Director



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

Date: 8/21/2023

FINANCE APPROVAL:

Clyde D Edwards

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

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.

<SIGNATURES ON NEXT PAGE>

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

230318



RESOLUTION NO.: _____

PRESENTED: SEP 11 2023

ADOPTED: _____

**RESOLUTION TO APPROVE TENTATIVE AGREEMENT
BETWEEN THE CITY OF FLINT AND AFSCME COUNCIL 25, LOCAL 1799**

The City of Flint and AFSCME Local 1799 negotiated a Collective Bargaining Wage Reopener Agreement on July 31, 2023.

The parties have reached a Tentative Agreement regarding the Wage Reopener Agreement, which extends their collective bargaining agreement until June 30, 2025.

The membership of AFSCME Local 1799 have ratified the Tentative Agreement.

City Administrator Clyde Edwards recommends that the Flint City Council ratify the Tentative Agreement.

IT IS RESOLVED that the Flint City Council **RATIFIES** the Tentative Agreement between the City of Flint and AFSCME Local 1799, and authorizes the Director, Human Resources & Labor Relations to execute a Memorandum of Understanding so providing.

FOR THE CITY OF FLINT:

CLYDE D EDWARDS
CLYDE D EDWARDS (Sep 13, 2023 11:30 EDT)
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO FORM:

William Kim
William Kim (Sep 12, 2023 16:14 EDT)
William Kim, City Attorney

APPROVED AS TO FINANCE:

Phillip Moore
Phillip Moore (Sep 12, 2023 16:16 EDT)
Chief Financial Officer



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 09/11/2023

BID/PROPOSAL# N/A

AGENDA ITEM TITLE: RESOLUTION TO APPROVE TENTATIVE AGREEMENT BETWEEN THE CITY OF FLINT AND AFSCME COUNCIL 25, LOCAL 1799

PREPARED BY Eddie Smith, Human Resources/Labor Relations

VENDOR NAME: N/A

BACKGROUND/SUMMARY OF PROPOSED ACTION:

We seek approval of a tentatively agreed collective bargaining agreement between the City of Flint and AFSCME Local 1799. The tentative agreement provides for a new wage scale increase for all 1799 bargaining unit members. This increase includes \$2.00 per hour increase to all steps on the first full pay periods following adoption and a \$0.50 (fifty cents) increase to all steps on the 1799 bargaining units wage scale effective at the beginning of the first full pay period following June 30, 2024. The wage reopener extends the collective bargaining agreement with AFSCME local 1799 until June 30, 2025.

FINANCIAL IMPLICATIONS: \$505,440 additional base wage cost from through expiration of CBA (June 30, 2025). This estimate is based on current bargaining unit employees and includes an estimate for increases to wage rate for regular hours.

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

| Dept. | Name of Account | Account Number | Grant Code | Amount |
|----------------------------|-----------------|----------------|------------|--------|
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| FY19/20 GRAND TOTAL | | | | |

PRE-ENCUMBERED? YES NO **REQUISITION NO:** [REDACTED]



CITY OF FLINT

ACCOUNTING APPROVAL: Phillip Moore
Phillip Moore (Sep 12, 2023 16:16 EDT) Date: _____

WILL YOUR DEPARTMENT NEED A CONTRACT? **NO (already prepared)**

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

OTHER IMPLICATIONS (i.e., *collective bargaining*): This discharges the City's bargaining obligation with AFSCME local 1799 until June 30, 2025.

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

DEPARTMENT HEAD SIGNATURE: Eddie L. Smith
(PLEASE TYPE NAME, TITLE)