

# **City of Flint, Michigan**

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



## **Meeting Agenda - FINAL**

**Monday, November 27, 2023**

**4:30 PM**

**CITY COUNCIL CHAMBERS**

### **SPECIAL AFFAIRS COMMITTEE**

*Candice Mushatt, Vice President, Ward 7*

*Eric Mays, Ward 1  
Quincy Murphy, Ward 3  
Jerri Winfrey-Carter, Ward 5  
Dennis Pfeiffer, Ward 8*

*Ladel Lewis, Ward 2  
Judy Priestley, Ward 4  
Tonya Burns, Ward 6  
Eva L. Worthing, Ward 9*

*Davina Donahue, City Clerk*

**ROLL CALL****REQUEST FOR CHANGES AND/OR ADDITIONS TO THE AGENDA****PUBLIC SPEAKING**

*Members of the public shall have no more than three (3) minutes to address the City Council on any subject.*

**COUNCIL RESPONSE**

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

**CONSENT AGENDA**

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

**RESOLUTIONS POSTPONED****230319**      ARPA Funds Award/James E. Kennedy Family Life Center/Impacts of the Pandemic on Blight/Ward 1

Resolution resolving that the appropriate City officials are authorized to do all things necessary to provide funding to the James E. Kennedy Family Life Center 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 \$50,000.00; for the "Kennedy Center Cleaners" Project.]

**230320**      ARPA Funds Award/Sylvester Broome Empowerment Village [SBEV]/Impacts of the Pandemic on Blight/Ward 3

Resolution resolving that the appropriate City officials are authorized to do all things necessary to provide funding to the Sylvester Broome Empowerment Village 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 \$50,000.00; for the "Fighting Litter in

Neighborhoods Together" Project.]

**230364** Repeal/Resolution No. 101308/Prohibition of Sunday "Alcohol" Sales

Resolution resolving that Resolution 101308 is repealed, and that the City Clerk is directed to send notice of this repeal to the Michigan Liquor Control Commission. [NOTE: Public Act 213 of 2010, as enacted by the Michigan legislature, allows beer, wine spirits, mixed spirits, and liquor to be sold in any city unless the city has opted out by resolution of the majority of the governing body. In 2010, the Flint City Council enacted Resolution 101308, which "prohibits sales of beer, wine, spirits, mixed spirits, and liquor between the hours of 7 a.m. on Sunday until 12 noon on Sundays."]

**230395** Allocation/Opioid Settlement Funds/Insight Med-Psych Healthcare Services and Hospital

Resolution resolving that the appropriate City officials are authorized to do all things necessary to allocate Opioid Settlement Funds to fund Insight Med-Psych Healthcare Services and Hospital and to appropriate the funding for revenue and expenditure in future fiscal years' budgets, in the amount of \$200,000, grant code ONOS-OPDST22, with the ability to roll over any funds remaining to subsequent fiscal years through Dec. 31st, 2026.

## **RESOLUTIONS**

**230428** William E. Walter/Boiler Retrofit and Upgrade

Resolution resolving that that the Division of Purchases and Supplies can hereby issue an additional Purchase Order to William E. Walter Inc. for boiler upgrades and repairs at the Water Plant in an FY24 amount not to exceed \$22,864.00, for an aggregate FY24 Grand Total( 07/01/23-06/30/24) not-to-exceed \$201,864.00.

**230429** Lighthouse Group/Property and Terrorism Insurance Coverage

Resolution resolving that the appropriate City officials are authorized to enter into a contract with the Lighthouse Group to provide the City with its property and terrorism coverage at a total premium not to exceed \$748,953.75 for the 12-month period beginning 11/30/2023 to 11/30/2024. Funding for these services will come from account 677-267.651-955.000.

**230430** MDOT Contract No. 23-5333/Underpass Lighting Installation Work

Resolution resolving that that appropriate City Officials are authorized to do all things necessary to enter into MDOT Contract No. 23-5333, Job No. 210054CON for overpass lighting installation work on I-475 for structures #2675, #2677 and #2647, AND, resolving that Sheldon A. Neeley, Mayor, is the duly authorized City official authorized to sign MDOT Contract 23-5333 on behalf of the City of Flint.

**230431** Contract/Siemens Industry, Inc./Desigo Modular Alarm System

Resolution resolving that the Proper City Officials are hereby authorized to enter into a contract with Siemens Industry, Inc. for a new Desigo Modular alarm system in the amount of \$325,394.00 plus an additional \$20,000.00 to cover any unexpected problems with the migration of the old alarm system into the new system for a not to exceed amount of \$345,394.00.

**230432** CO#2/Contract/Industrial Applied Technologies/WPC East Tank Cleaning

Resolution resolving that the Proper City Officials are authorized to do all things necessary to approve Contract Change Order#2 with Industrial Applied Technologies, formerly W.S.I. Industrial Services, Inc., for the WPC East Tank Cleaning in the FY 2024 not to exceed amount of \$285,000.00, a revised final contract not to exceed amount of \$1,205,000.00.

**230433** Lakestar Construction Services/Lead Based Paint Hazard Control Abatement Services

Resolution resolving that the Proper City Officials are hereby authorized to enter into a contract with LakeStar Construction Services, Inc. For Lead Remediation Services for FY23-FY24 (12/01/23-03k/30/24 in an amount not-to-exceed \$197,480.00.

**230434** ARPA Funds/Gap Financing/Residential and Mixed Use Projects

Resolution resolving that the appropriate City officials are authorized to do all things necessary to provide funding to Latinx Technology and Community Center 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). The City of Flint's ARPA compliance firm Ernst and Young has reviewed and approved compliance with the latest US Department of Treasury final rules. Total Amount \$175,000

**230435** ARPA Funds/Gap Financing/Residential and Mixed Use Projects

Resolution resolving that the appropriate City officials are authorized to do all things necessary to provide funding to McFarlan Villages 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). The City of Flint's ARPA compliance firm Ernst and Young has reviewed and approved compliance with the latest US Department of Treasury final rules. Total Amount \$125,000

**230436** ARPA Funds/Gap Financing/Residential and Mixed Use Projects

Resolution resolving that the appropriate City officials are authorized to do all things necessary to provide funding to Young Men's Christian Association of Flint (YMCA) 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). The City of Flint's ARPA

compliance firm Ernst and Young has reviewed and approved compliance with the latest US Department of Treasury final rules. Total Amount \$200,000

**230437**      ARPA Funds/Gap Financing/Residential and Mixed Use Projects

Resolution resolving that the appropriate City officials are authorized to do all things necessary to provide funding to Communities First 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). The City of Flint's ARPA compliance firm Ernst and Young has reviewed and approved compliance with the latest US Department of Treasury final rules. Total Amount \$125,000

**230438**      ARPA Funds/Gap Financing/Residential and Mixed Use Projects

Resolution resolving that the appropriate City officials are authorized to do all things necessary to provide funding to The MADE Institute 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). The City of Flint's ARPA compliance firm Ernst and Young has reviewed and approved compliance with the latest US Department of Treasury final rules. Total Amount \$100,000

**230439**      ARPA Funds/Gap Financing/Residential and Mixed Use Projects

Resolution resolving that the appropriate City officials are authorized to do all things necessary to provide funding to Genesee County Habitat for Humanity 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). The City of Flint's ARPA compliance firm Ernst and Young has reviewed and approved compliance with the latest US Department of Treasury final rules. Total Amount \$150,000

**230440**      ARPA Funds/Gap Financing/Residential and Mixed Use Projects

Resolution resolving that the appropriate City officials are authorized to do all things necessary to provide funding to McFarlan Villages 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). The City of Flint's ARPA compliance firm Ernst and Young has reviewed and approved compliance with the latest US Department of Treasury final rules. Total Amount \$125,000

## **APPOINTMENTS (POSTPONED)**

**230353**      Appointment/Ethics and Accountability Board/Freda Williams

Resolution resolving that that the Flint City Council approves the appointment of Freda Williams, of 1802 Barth St., Flint, MI 48504, to the Ethics and

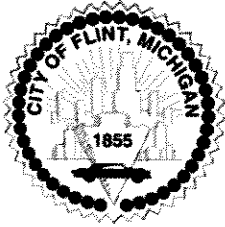
Accountability Board, to fill the remainder of the six-year term ending on June 26, 2026.

**230354**

Appointment/Local Officers Compensation Commission/Jeffrey Hawkins

Resolution resolving that the Flint City Council approves the appointment of Pastor Jeffrey Hawkins, of 1410 Sunnyside Ave, Flint, MI 48503, to serve the remainder of a seven-year term on the Local Officers Compensation Commission, with such term commencing immediately and expiring on June 30, 2028.

## **ADJOURNMENT**



RESOLUTION NO.: 230319

PRESENTED: SEP 20 2023

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

**RESOLUTION AWARDDING ARPA FUNDS TO ASSIST JAMES E. KENNEDY FAMILY LIFE CENTER IN RESPONDING TO IMPACTS OF THE PANDEMIC ON BLIGHT IN WARD 1**

**BY THE MAYOR:**

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


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

On October 24, 2022, the Flint City Council adopted an ARPA Allocation Plan for allocating the \$60,351,968.00 of the City's remaining ARPA funding. The category of Neighborhood Improvement (\$13,735,000 total) consisted of \$9,660,000 to be funded, including \$1,210,000 for neighborhood cleanup to provide blight removal assistance to Flint communities. The administration recommends funding \$50,000 to the James E. Kennedy Family Life Center for their "Kennedy Center Cleaners" Project. Funding is to come from the following account:

Account Number	Account Name / Grant Code	Amount
287-732.718-801.000	FUSDT-CSLFRF	\$50,000

**IT IS RESOLVED** that the appropriate City officials are authorized to do all things necessary to provide funding to the James E. Kennedy Family Life Center 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.

**Approved as to Form:**

  
William Kim (Sep 13, 2023 17:26 EDT)

**William Kim, Chief Legal Officer**

CLYDE D EDWARDS  
CLYDE D EDWARDS (Sep 14, 2023 10:46 EDT)

**Clyde D. Edwards, City Administrator**

**Approved as to Finance:**

Phillip Moore  
Phillip Moore (Sep 14, 2023 09:43 EDT)

**Phillip Moore, Interim Chief Financial Officer**

**Flint City Council**

## **RESOLUTION STAFF REVIEW**

**Date:** September 13, 2023

**Agenda Item Title:**

**RESOLUTION AWARDING ARPA FUNDS TO ASSIST JAMES E. KENNEDY FAMILY LIFE CENTER IN RESPONDING TO IMPACTS OF THE PANDEMIC ON BLIGHT IN WARD 1**

**Prepared by:**

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

**Background/Summary of Proposed Action**

On October 24, 2022, the Flint City Council adopted an ARPA Allocation Plan for allocating the remaining \$60,351,968.00 of the City's remaining ARPA funding. The category of Neighborhood Improvement (\$13,735,000 total) consisted of \$9,660,000 to be funded, including \$1,210,000 for neighborhood cleanup funding to provide blight removal assistance to neighborhood organizations. A Notice of Funds Available was put out to the community and 15 applications for such programs were received with the total requests valuing \$793,815.00.

Through the utilization of a specific rubric and review/scoring process, 7 of the 15 applications have been chosen by the Mayor for recommendation for funding. 3 of those applications are being recommended for direct funding while the other 4 would be funded through Neighborhood Engagement Hub as the fiduciary as well as projects to be determined in 2 wards. These selected organizations address community priorities, meet eligibility requirements, are backed by evidence of effectiveness, promote equitable outcomes, leverage other dollars, and are financially sustainable.

**Financial Implications:**

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

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

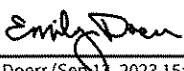
Account Number	Account Name / Grant Code	Amount
287-732.718-801.000	FUSDT-CSLFRF	\$50,000

**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 (Sep 13, 2023 15:08 EDT)





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

PRESENTED: \_\_\_\_\_ SEP 20 2023

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

**RESOLUTION AWARDING ARPA FUNDS TO ASSIST SYLVESTER BROOME EMPOWERMENT VILLAGE IN RESPONDING TO IMPACTS OF THE PANDEMIC ON BLIGHT IN WARD 3**

**BY THE MAYOR:**

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

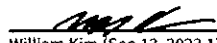
In accordance with the American Rescue Plan Act of 2021, the City of Flint wishes to exercise its right to extend and disseminate assistance to impacted households tied to specific criteria, as authorized by the Act, to assist citizens who may have been impacted by the COVID-19 pandemic;

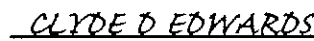
On October 24, 2022, the Flint City Council adopted an ARPA Allocation Plan for allocating the \$60,351,968.00 of the City's remaining ARPA funding. The category of Neighborhood Improvement (\$13,735,000 total) consisted of \$9,660,000 to be funded, including \$1,210,000 for neighborhood cleanup to provide blight removal assistance to Flint communities. The administration recommends funding \$50,000 to the Sylvester Broome Empowerment Village their "Fighting Litter in Neighborhoods Together" Project. Funding is to come from the following account:

Account Number	Account Name / Grant Code	Amount
287-732.719-801.000	FUSDT-CSLFRF	\$50,000


**IT IS RESOLVED** that the appropriate City officials are authorized to do all things necessary to provide funding to the Sylvester Broome Empowerment Village 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.

**Approved as to Form:**

  
William Kim (Sep 13, 2023 17:26 EDT)  
William Kim, Chief Legal Officer

  
CLYDE D EDWARDS (Sep 14, 2023 10:47 EDT)  
Clyde D. Edwards, City Administrator

**Approved as to Finance:**

  
Phillip Moore (Sep 14, 2023 09:41 EDT)  
Phillip Moore, Interim Chief Financial Officer

Flint City Council

## **RESOLUTION STAFF REVIEW**

**Date:** September 13, 2023

**Agenda Item Title:**

**RESOLUTION AWARDED ARPA FUNDS TO ASSIST SYLVESTER BROOME EMPOWERMENT VILLAGE IN RESPONDING TO IMPACTS OF THE PANDEMIC ON BLIGHT IN WARD 3**

**Prepared by:**

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

**Background/Summary of Proposed Action**

On October 24, 2022, the Flint City Council adopted an ARPA Allocation Plan for allocating the remaining \$60,351,968.00 of the City's remaining ARPA funding. The category of Neighborhood Improvement (\$13,735,000 total) consisted of \$9,660,000 to be funded, including \$1,210,000 for neighborhood cleanup funding to provide blight removal assistance to neighborhood organizations. A Notice of Funds Available was put out to the community and 15 applications for such programs were received with the total requests valuing \$793,815.00.

Through the utilization of a specific rubric and review/scoring process, 7 of the 15 applications have been chosen by the Mayor for recommendation for funding. 3 of those applications are being recommended for direct funding while the other 4 would be funded through Neighborhood Engagement Hub as the fiduciary as well as projects to be determined in 2 wards. These selected organizations address community priorities, meet eligibility requirements, are backed by evidence of effectiveness, promote equitable outcomes, leverage other dollars, and are financially sustainable.

**Financial Implications:**

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

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

Account Number	Account Name / Grant Code	Amount
287-732.719-801.000	FUSDT-CSLFRF	\$50,000

**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 (Sep 13, 2023 15:09 EDT)

230364



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

PRESENTED: OCT 18 2023

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

### Resolution Repealing Resolution 101308

Public Act 213 of 2010, as enacted by the Michigan legislature, allows beer, wine spirits, mixed spirits, and liquor to be sold in any city unless the city has opted out by resolution of the majority of the governing body.

In 2010, the Flint City Council enacted Resolution 101308, which "prohibits sales of beer, wine, spirits, mixed spirits, and liquor between the hours of 7 a.m. on Sunday until 12 noon on Sundays."

Prohibiting sales of beer, wine, spirits, mixed spirits, and liquor, places the City's hospitality businesses at a competitive disadvantage to other localities in Genesee County

**IT IS RESOLVED** by the Flint City Council that Resolution 101308 is repealed, and that the City Clerk is directed to send notice of this repeal to the Michigan Liquor Control Commission.

**FOR THE CITY:**

CLYDE D EDWARDS  
CLYDE D EDWARDS (Oct 10, 2023 17:00 EDT)

Clyde Edwards, City Administrator

**FOR THE CITY COUNCIL:**

\_\_\_\_\_

**APPROVED AS TO FORM:**

William Kim  
William Kim (Oct 10, 2023 16:17 EDT)

William Y. Kim, City Attorney



## RESOLUTION STAFF REVIEW FORM

<b>AGENDA ITEM TITLE:</b>	<b>Resolution Repealing Resolution 101308</b>	<b>BID/PROPOSAL #:</b>	<b>N/A</b>
<b>PREPARED BY: (NAME &amp; DEPARTMENT)</b>	<b>William Kim, City Attorney</b>	<b>DATE:</b>	<b>10/10/2023</b>
<b>VENDOR NAME:</b>	<b>N/A</b>		
<b>BACKGROUND/SUMMARY OF PROPOSED ACTION/FINANCIAL IMPLICATIONS:</b>			
<p>In 2010, the City Council opted the City out of sale of alcohol between the hours of 7AM and noon on Sundays, as permitted by Public Act 213 of 2010. Since that time, multiple other localities in Genesee County have permitted such sales, such that the City's businesses are placed at a competitive disadvantage.</p> <p>Repealing Resolution 101308 will allow the City's restaurants and retailers to apply for Sunday Sales Permits from the Michigan Liquor Control Commission and compete on a more even playing field.</p>			
<b>BUDGETED EXPENDITURE?</b>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<b>PRE-ENCUMBERED?</b>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>IS A CONTRACT NEEDED?</b>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<b>LENGTH OF CONTRACT</b>	<b>N/A</b>
<b>IF APPLICABLE, ESTIMATE AMOUNT BY BUDGET YEAR:</b>	<b>\$0</b>		
<b>OTHER IMPLICATIONS (I.E. COLLECTIVE BARGAINING)</b>	<b>None.</b>		

### STAFF RECOMMENDS APPROVAL

DEPARTMENT HEAD SIGNATURE:

CLYDE D EDWARDS

CLYDE D EDWARDS (Oct 10, 2023 17:00 EDT)

Clyde Edwards, City Administrator

101308

RESOLUTION \_\_\_\_\_

PRESENTED: DEC 13 2010

ADOPTED: DEC 13 2010

**RESOLUTION PROHIBITING EARLY SUNDAY MORNING  
LIQUOR SALES**

**WHEREAS**, Public Act 2010, No. 213 became effective December 1, 2010 whereby beer, wine, spirits, mixed spirits, and liquor may be sold in any County, City, Village or Township between the hours of 7 a.m. Sundays until 2 a.m. Mondays;


**WHEREAS**, Previously beer, wine, spirits, mixed spirits, and liquor sales were prohibited on Sundays from the hours of 7 a.m. to noon;

**WHEREAS**, The Act has given these entities including the City of Flint the option to opt out of this provision by resolution of the majority of the governing body;

**WHEREAS**, The Liquor Control Commission has set a deadline of December 15, 2010 to receive the resolution from the City of Flint;

**THEREFORE BE IT RESOLVED**, That the Flint City Council, as the governing body of the City of Flint, prohibits sales of beer, wine, spirits, mixed spirits, and liquor between the hours of 7 a.m. on Sunday until 12 noon on Sundays.

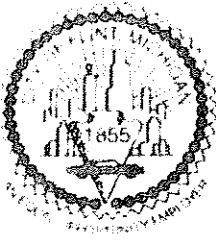
**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Peter M. Bade  
Chief Legal Officer

APPROVED BY  
CITY COUNCIL

DEC 13 2010

  
\_\_\_\_\_



OFFICE OF THE CITY CLERK

December 14, 2010

Inez M. Brown  
CITY CLERK

Sharon Martin, Director  
Licensing Division  
Michigan Liquor Control Commission  
7150 Harris Drive  
Lansing, MI 48909

RE: City of Flint – Resolution  
Prohibiting Early Sunday Morning  
Liquor Sales

Dear Ms. Martin:

Enclosed you will find Resolution No. 101308 which Prohibits Early Sunday Morning Liquor Sales in the City of Flint.

This particular resolution was adopted by the Flint City Council, the governing body of the city, at a meeting held on December 13, 2010 on a vote of 6 to 0 (with 3 Council members absent).

I should also point out that the resolution was e-mailed directly to you this morning; however, we are forwarding the certified document to you as a matter of record.

If additional information is needed, please do not hesitate to contact me at (810) 766-7414. In the meantime, we wish to thank you for your assistance and attention to this matter.

Sincerely,

Inez M. Brown, City Clerk  
City of Flint

Enclosures

MUNICIPAL CENTER



230395

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

PRESENTED: \_\_\_\_\_ NOV - 2 2023

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

**RESOLUTION TO ALLOCATE OPIOID SETTLEMENT FUNDS FROM THE STATE OF MICHIGAN, IN THE AMOUNT OF \$200,000**

**BY THE MAYOR:**

**Whereas, The City of Flint received funding from the State of Michigan from lawsuits against McKesson, Cardinal Health, AmerisourceBergen, Janssen Pharmaceuticals, Inc., and its parent company Johnson & Johnson (award no.: ACOGP2340048-00), and**

**Whereas, the amount allocated is \$200,000, and**

**Whereas, the amount received will be given to Insight Med-Psych healthcare services and hospital. Insight is establishing a new Medical Psychiatric Specialty Hospital in Genesee County on the Insight Medical Campus (4800 S Saginaw St., Flint MI 48507). The hospital will be an important part of the community's response to the ongoing opioid and health crises and will be a critical addition to the continuum of services available in Flint.**

**BY THE CITY ADMINSTRATOR**

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

OPIOID SETTLEMENT FUNDS				
Account Number	Grant Code	Organization	Purpose	Funded Amount
296-266.218-810.000	ONOS-OPDST22	Insight Med-Psych Healthcare Services and Hospital	The Medical Psychiatric Specialty Hospital and Healthcare plan currently has a funding gap to begin operations once construction for phase 1 with 24 beds is completed in 2024. Approximately 70 new positions will	\$200,000

			need to be filled including nurses and medical assistants.	
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**IT IS RESOLVED** that the appropriate City officials are authorized to do all things necessary to allocate Opioid Settlement Funds to fund Insight Med-Psych Healthcare Services and Hospital and to appropriate the funding for revenue and expenditure in future fiscal years' budgets, in the amount of \$200,000, grant code ONOS-OPDST22, with the ability to roll over any funds remaining to subsequent fiscal years through Dec. 31st, 2026.

**For the City:**

**For the City Council:**

CLYDE D EDWARDS

CLYDE D EDWARDS (Nov 1, 2023 14:39 EDT)

**Clyde D. Edwards, City Administrator**

\_\_\_\_\_

**Approved as to Form:**

**Approved as to Finance:**

William Kim

William Kim (Nov 1, 2023 14:08 EDT)

**William Kim, City Attorney  
Office**

Phillip Moore

Phillip Moore (Nov 1, 2023 14:13 EDT)

**Phillip Moore, Interim Chief Financial**



## **RESOLUTION STAFF REVIEW**

**Date:** October 30, 2023

### **Agenda Item Title:**

## **RESOLUTION TO ALLOCATE OPIOID SETTLEMENT FUNDS FROM THE STATE OF MICHIGAN, IN THE AMOUNT OF \$200,000**

### **Prepared by:**

Shelly Spark-Green, Chief Resilience Officer

### **Background/Summary of Proposed Action:**

**Organization** - Insight Med-Psych Healthcare Services and Hospital

**Use of Funds** - The Medical Psychiatric Specialty Hospital and Healthcare plan currently has a funding gap to begin operations once construction for phase 1 with 24 beds is completed in 2024. Approximately 70 new positions will need to be filled including nurses and medical assistants.

In August of 2021, the State of Michigan granted Insight the certificate of need (CON) to proceed with a 70-bed inpatient med-psych unit in Flint, MI. The facility is a dual-diagnosis facility, being able to provide care to patients who need in-patient medical diagnoses as well as psychiatric diagnoses. Patients will be admitted to the facility from referring public safety agencies, area hospitals, and community clinics. The hours of operation will be 24/7 allowing for patients to receive care at any time. Patients will be discharged once all criteria have been met including outpatient treatment plan, family/return to home plan, and a social worker connection.

The Insight Medical Psychiatric Specialty Hospital and Healthcare Services is a partnership between Insight Management (IMACS) and the nonprofit 501(c)(3) Insight Research Institute (IRI). The construction will be done in a multi-stage approach, and the first 24 beds are expected to be completed by the fall 2024.

**History** -The new specialty hospital is the latest addition to the Insight Flint Medical Campus located at 4800 S. Saginaw St. in Flint at the former General Motors office. A \$2.5 million grant from the Michigan Department of Health and Human Services is funding the construction of the space for the first 16 beds. The former GM building was part of the Fisher Body No. 1 plant until it was retrofitted into an engineering and design center as part of the Great Lakes Technology Center before becoming Insight Flint's Medical Campus in 2009.

OPIOID SETTLEMENT FUNDS				
Account Number	Grant Code	Organization	Purpose	Funded Amount
296-266.218-810.000	ONOS-OPDST22	Insight Med-Psych Healthcare Services and Hospital	The Medical Psychiatric Specialty Hospital and Healthcare plan currently has a funding gap to begin operations once construction for phase 1 with 24 beds is completed in 2024. Approximately 70 new positions will need to be filled including nurses and medical assistants.	\$200,000

Financial Implications: The FY24 budget will increase by \$330,000 for Fund 296 Department 266.210, with grant code ONOS-OPDST22, with the ability to roll over any remaining funds through subsequent fiscal years.

Budgeted Expenditure? No. The grant was awarded after the budget was created for FY24.  
Account No.: Fund 296 Department 266.210 Grant Code: ONOS-OPDST22


Pre-encumbered? n/a Yes No X

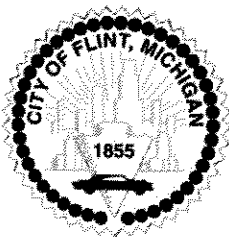
Requisition #

Other Implications (i.e., collective bargaining): The City of Flint is expecting to receive additional funds through December 31, 2040, in amounts that are yet unknown.

Staff Recommendation:  
Approval of this resolution is recommended.

Staff Person: Approval:

  
Shelly Sparks-Green (Nov 1, 2023 14:26 EDT)  
Shelly Sparks-Green, Chief Resilience Officer



RESOLUTION NO.:

**230428**

PRESENTED:

NOV 27 2023

ADOPTED:

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO WILLIAM E. WALTER: ADDITIONAL FY24 FUNDING NEEDED FOR BOILER  
RETROFIT & UPGRADE**

**WHEREAS**, William E. Walter is the City's Mechanical Contractor for HVAC, boiler repairs and related HVAC supplies and parts for FY24.

**WHEREAS**, Flint City Council adopted Resolution #230303 on September 18, 2023 approving this contract and issuance of Purchase Orders for various City Departments for FY24, including \$29,000 from the City's Water Plant Division.


**WHEREAS**, A Recent inspection completed by William E. Walter during routine Maintenance of the Water Plant's Boiler #2, revealed the need for updated controls such as the safeguard components, annunciator components, gas pressure switches and pressure controls. Due to the cost of these needed upgrades, Water Plant will exceed their initial request of \$29,000 for FY24, and is in requesting an additional \$22,864.00 to cover this project for FY2024.

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

Account Number	Account Name/ Grant Code	Amount
591-545.201-930.000	REPAIRS AND MAINTENANCE	\$22,864.00
	<b>FY2024 TOTAL</b>	<b>\$22,864.00</b>

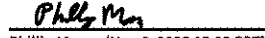
**IT IS RESOLVED**, that The Division of Purchases and Supplies can hereby issue an additional Purchase Order to William E. Walter Inc. for boiler upgrades and repairs at the Water Plant in an FY24 amount not to exceed \$22,864.00, for an aggregate FY24 Grand Total (07/01/23-06/30/24) not-to-exceed \$201,864.00.

APPROVED AS TO FORM:

  
William Kim (Nov 8, 2023 13:02 EST)

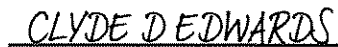
William Kim, City Attorney

APPROVED AS TO FINANCE:

  
Phillip Moore (Nov 8, 2023 13:02 EST)

Phillip Moore, Chief Financial Officer

FOR THE CITY OF FLINT:

  
CLYDE D EDWARDS (Nov 9, 2023 12:48 EST)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:





**Lauren Rowley,**  
**Purchasing Manager**

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

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

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



## CITY OF FLINT

### RESOLUTION STAFF REVIEW FORM

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

**BID/PROPOSAL#**

**AGENDA ITEM TITLE:** RPZ, BOILER & HVAC INSPECTIONS, REPAIRS, PARTS & SUPPLIES – Additional request for Boiler #2 Controls Retrofit/Upgrade

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

**VENDOR NAME:** WILLIAM E WALTER

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

The Water Plant has an agreement with William E Walter for inspections, repairs, parts and supplies for the HVAC, boilers and RPZ systems for FY24. These are required to maintain safety and operational standards as outlined in MIOSHA and other governing agencies.

An inspection identified the need for Retrofit/Upgrade to Boiler #2 Controls. The quote for the repair will cause us to exceed the funding previously approved by council for FY24.

Please issue a change order for in the amount of \$22,864.00 using funds from account 201-930.000 as laid out below.

**FINANCIAL IMPLICATIONS:**

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

Dept.	Name of Account	Account Number	Amount
591	Repairs & Maintenance	591-545.201-930.000	\$22,864
FY24 Change Order TOTAL			\$22,864.00

**PRE-ENCUMBERED?** YES ☒ NO ☐ **REQUISITION NO:** 240007921

**ACCOUNTING APPROVAL:**

*Yolanda Gray*  
(Yolanda Gray, Utilities Accountant)

**Date:**

*11-6-23*

**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:**

*11-6-23*

Melanie Poisson



## Service Division Proposal

June 14, 2023

Attn: Mike Beckley

City of Flint Water Plant  
4500 Dort Hwy.  
Flint, MI 48506

Via Email: mbeckley@cityofflint.com

Subject: Boiler #2 Controls Retrofit/ Upgrade

Quotation Number: M2023-0233

Location: Powerhouse

Dear Mr. Beckley,

We are pleased to submit a quotation for the following special services:

- Provide and install new updated controls for Boiler #2. Includes the following:
- Burner flame safeguard components.

JBC # 34309 Fireye Flame safeguard chassis/amplifier IR.

JBC # 34310 Fireye programmer

JBC # 34311 Fireye FSG mounting base

JBC # 35774 Fireye remote mounting display

JBC # 34313 Fireye remote display mounting kit

- Expanded annunciator components.

JBC # 35818 Fireye expanded annunciator

JBC # 35819 Fireye annunciator base

JBC # 17219 Fireye expanded annunciator communication cable

JBC # 17803 Fireye expanded annunciator to flame safeguard cable

- Gas pressure switches.

JBC # 41439 Ashcroft low gas pressure switch

JBC # 41438 Ashcroft high gas pressure switch

JBC # 16690 Marsh regulated pressure gauge  
JBC # 11278 Marsh Burner pressure gauge  
JBC # 30609 1/4" ball valve for gauges (qty. 2)

- Boiler pressure controls.

JBC # 11993 Honeywell steam pressure operator switch  
JBC # 33958 Honeywell Manual reset high limit pressure switch  
JBC # 11994 Honeywell modulating pressure switch

- Start boiler, commission controls, make necessary adjustments as needed, test for proper operation, and perform CSD-1 Certification.

**Total Cost: \$22,864.00**  
**Delivery: 1-2 Weeks ARO**

**Notes and Exceptions:**

- Work to be done during normal working hours (M-F 7:00am-4:00pm)

Sincerely,

*Randy McQuillin*

Randy McQuillin  
General Manager, Service Division

**Service Proposal Acceptance:**  
**Quotation # M2023-0233**

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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



## **Standard Business Terms and Conditions**

### **Acceptance and Prices**

This proposal is subject to acceptance within 30 days. Prices are subject to adjustment if acceptance is delayed or modified. Future price adjustments may be required. Notice of adjustments shall be provided in writing. Taxes are not included.

The Customer will reimburse all costs and expenses incurred to William E. Walter, Inc. if accepted orders are canceled.

### **Working Hours**

The work specified in this proposal is based on regular working hours of regular working days unless otherwise stated. If the Customer requests that the work be performed other than during regular working hours William E. Walter, Inc. may request additional charges for the additional services.

### **Payment**

Payment terms for customers with established credit are net 30 days, unless contrary terms are stated. Past due service charges of 1-1/2% per month may apply on any principle amount due after 30 days.

### **Liability**

William E. Walter, Inc. and the Customer shall indemnify, defend, and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorney fees, resulting from death or bodily injury or damage to property of the other or other persons, arising out of or resulting from the negligence or misconduct of their respective employees, or other authorized agents in connection with their activities within the scope of their agreement. However, neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the negligence or misconduct of the other party. If the parties are both at fault the obligation to indemnify shall be proportional to their relative fault. Neither party shall be liable to the other for any special, indirect or punitive damages.

Any liability for incidental or consequential damages is expressly disclaimed. William E. Walter, Inc. will not be liable for repairs to any equipment damaged by reason of negligence, faulty system design, misuse, abuse by others or caused by conditions beyond its reasonable control. William E. Walter, Inc. maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by the Customer under this Agreement.

### **Customer Obligations**

The customer shall:

- Operate the equipment in accordance with manufacturer's recommended instructions.
- Promptly notify William E. Walter, Inc. of any unusual operating conditions.
- Provide access to the equipment including removal, replacement, or refinishing of the building structure if necessary.
- Pay for any services and materials not specifically included in this agreement. Additional charges will be made upon customer's authorization at the prevailing rates.

### **Hazardous Materials**

The Customer shall be responsible for the removal, handling, and disposal of all hazardous materials. Title to all hazardous materials or substances shall at all times remain with the Customer.

### **Warranty**

William E. Walter, Inc. extends the manufacturer's warranties on all parts and materials and warrants labor to meet industry standards for a period of 30 days from the completion of work performed. William E. Walter, Inc. expressly limits its warranty to cover only that portion of equipment which had specific service done by William E. Walter, Inc. These warranties do not extend to any service that has been repaired by others, or which has not been properly maintained. No warranty is made against corrosion, erosion, or deterioration.

### **Complete Agreement**

The terms and conditions in William E. Walter's forms, acknowledgements, quotations, and invoices constitute the entire and exclusive agreement between the customer and William E. Walter, Inc.

### **Modification of Terms**

No addition or modification of terms and conditions shall be binding upon William E. Walter, Inc. unless agreed to by William E. Walter, Inc. in writing. William E. Walter's acceptance of any order shall not be constructed as consent to any additional terms and conditions.





RESOLUTION NO.:

SEP - 6 2023

PRESENTED:

ADOPTED:

SEP 18 2023

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, City Attorney

APPROVED AS TO FINANCE:



Jane Mager, Acting Chief Finance Officer

FOR THE CITY OF FLINT:

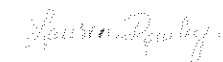


Clyde Edwards, City Administrator

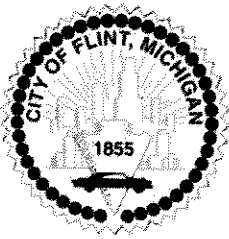
APPROVED BY CITY COUNCIL:



APPROVED AS TO PURCHASING:



Lauren Rowley, Purchasing Manager

RESOLUTION NO.: 230429PRESENTED: NOV 27 2023

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

**RESOLUTION AUTHORIZING RETAINING LIGHTHOUSE TO PROVIDE  
PROPERTY AND TERRORISM INSURANCE COVERAGE**

**BY THE ADMINISTRATION:**

The Lighthouse Group in consultation with the Department of Finance, has evaluated the current coverage amounts and updated the necessary building and equipment lists. The Lighthouse Group is recommending a layered coverage plan for the period 11/30/23-11/30/24, as follows:


Line of Business	Quote Description	Carrier	Premium	SL Taxes & Fees	Total Cost
Property	50% Property	Lexington Insurance Co.	\$373,750.00	\$ 11,843.75	\$385,593.75
Property	50% Property	Arch Specialty Insurance Co.	\$337,000.00	\$ 10,925.00	\$347,925.00
Terrorism	Hiscox Terrorism	Certain Underwriters at Lloyd's of London	\$ 15,435.00		\$ 15,435.00
<b>Totals</b>			<b>\$726,185.00</b>	<b>\$22,768.75</b>	<b>\$748,953.75</b>

The total premium for all coverages, including fees and taxes, is not to exceed \$748,953.75. Funding for this purchase will come from insurance account #677-267.651-955.000.

**WHEREAS**, the Department is recommending that the Lighthouse Group be retained to provide the City with property and terrorism coverage for the period 11/30/23-11/30/24 for a total combined cost of \$748,953.75;


**IT IS FURTHER RESOLVED**, that the appropriate City officials are authorized to enter into a contract with the Lighthouse Group to provide the City with its property and terrorism coverage at a total premium not to exceed \$748,953.75 for the 12-month period beginning 11/30/2023 to 11/30/2024. Funding for these services will come from account 677-267.651-955.000.

**APPROVED AS TO FORM:**

  
William Kim (Nov 9, 2023 14:56 EST)

**William Kim, City Attorney**  
City Attorney

**APPROVED AS TO FINANCE:**

  
Phillip Moore (Nov 9, 2023 14:51 EST)

**Phillip Moore**  
Chief Financial Officer

**FOR THE CITY OF FLINT:**

  
CLYDE D EDWARDS (Nov 9, 2023 16:54 EST)

**Clyde Edwards**  
City Administrator

**CITY COUNCIL:**

## RESOLUTION STAFF REVIEW

**DATE:** November 9, 2023

**Agenda Item Title:** Resolution Authorizing Lighthouse Group to Provide Property and Terrorism Insurance Coverage

**Prepared By:** V. Foster for Phillip Moore

**Background/Summary of Proposed Action:**

The City of Flint's property and terrorism coverage are currently provided by its broker, The Lighthouse Group. For the 2023-2024 property insurance policy renewal, Lighthouse Group solicited 19 carriers. Of the 19 to respond, 10 declined or failed to submit quotes (see proposal attached). A summary of the responses from the 5 carriers is below:

- AMWins Global Risk London submitted a quote in excess of \$750,000
- Ironshore indicated that their pricing would be between \$1M-\$1.5M
- RSUI indicated their pricing would be subject to layering and in excess of \$1M
- Arch and Lexington quote submitted \$726,185 (combined carriers - layered policy)

The City's two current carriers, Arch and Lexington, are agreeable to extending terms for an additional year to cover the period 11/30/23 – 11/30/24. This year's will again be a layered policy for a total combined cost of \$748,953.75, including taxes and fees. This amount includes terrorism coverage. The summary below details the layered program that provides the City to reach a maximum limit insurance of \$10,000,000 per occurrence.

The renewal also includes Terrorism coverage through Hiscox, the City's current terrorism insurance provider, at a premium cost of \$15,435.00 for a total combined cost of \$748,653.75 for the property and terrorism policies.


Line of Business	Quote Description	Carrier	Premium	SL Taxes & Fees	Total Cost
Property	50% Property	Lexington Insurance Co.	\$373,750.00	\$ 11,843.75	\$385,593.75
Property	50% Property	Arch Specialty Insurance Co.	\$337,000.00	\$ 10,925.00	\$347,925.00
Terrorism	Hiscox Terrorism	Certain Underwriters at Lloyd's of London	\$ 15,435.00		\$ 15,435.00
		<b>Totals</b>	<b>\$726,185.00</b>	<b>\$22,768.75</b>	<b>\$748,953.75</b>

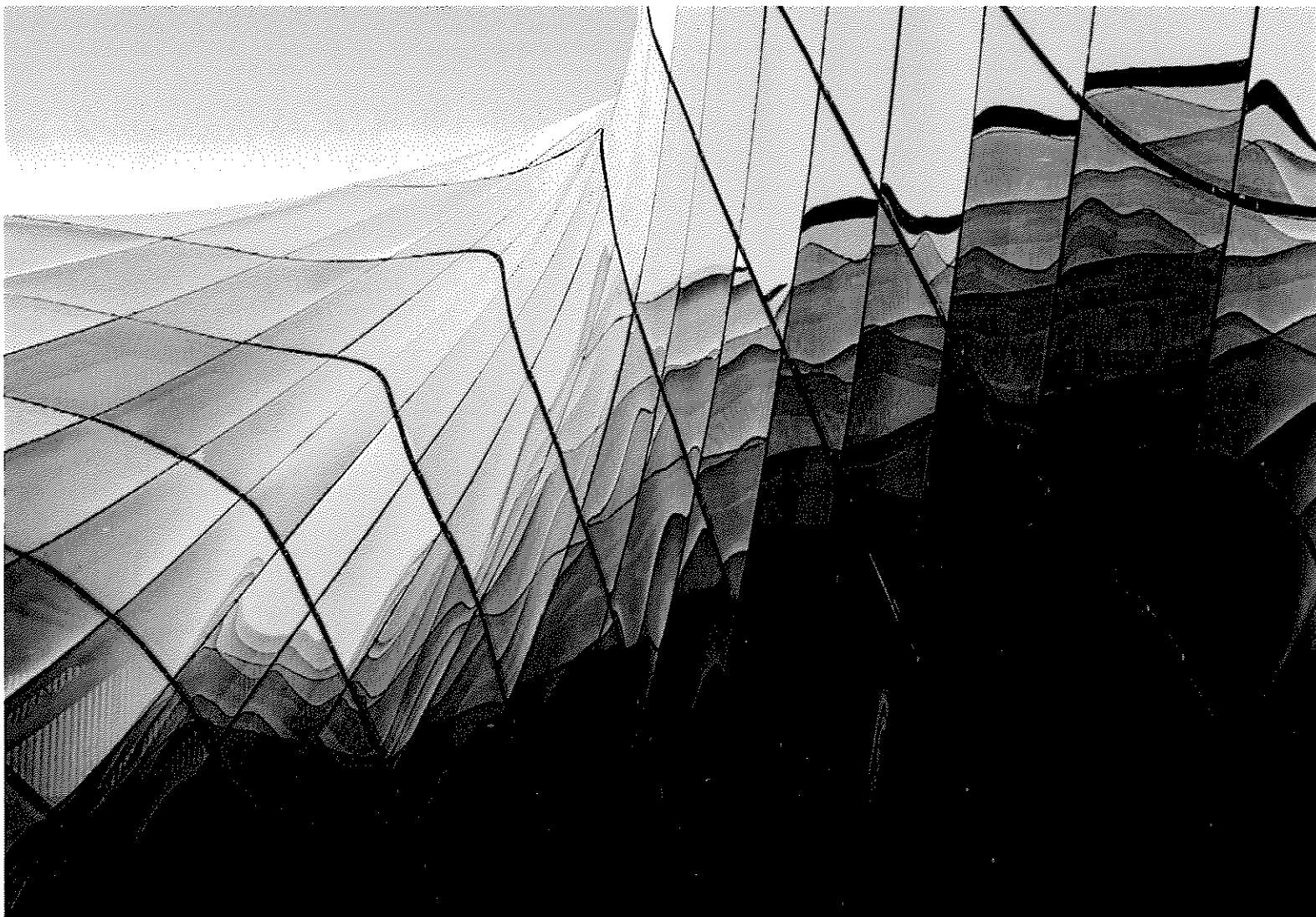
**Budgeted Impact:** The insurance expense account #677-267.651-955.000 has available budget to cover \$436,891.75 for the FY24 portion of the expense through 6/30/23. The remaining balance of \$312,062 for the months December 2023-June 2024 will be charged to Insurance fund prepaid account #677-000.000-123.000.

**Staff Recommendation:** The Department of Finance, based on the recommendation of the Lighthouse Group, is recommending that the City acquire coverage through the Arch, Lexington, and Hiscox companies to ensure property and terrorism coverage are in place through November 30, 2024.

**Financial Implications:**

Failure to pay this premium would result in cancellation of the policy and no property protection for the existing structures and equipment.

Approved:   
Phillip Moore  
Chief Financial Officer



**Insurance Proposal Prepared For**  
**City of Flint**

Effective 11-30-2023 to 11-30-2024

## **Lighthouse, An Alera Group Company**

Our mission at Lighthouse, an Alera Group Company is the profitable and ethical delivery of innovative insurance solutions for the protection of our clients.

We are well positioned to provide excellent service for all your business and personal insurance needs including:

- Commercial Insurance
- Personal Insurance
- Employee Benefits
- Individual Insurance/Medicare
- Financial Services

Along with these business units, Lighthouse provides seminars for clients and the public on relevant issues. These are done in conjunction with several insurance companies, with which we have solid, long-term relationships.

We have multiple locations throughout Michigan and sister agencies across the nation to serve your needs. Our investment in technology has allowed Lighthouse to provide exemplary response time, as well as comprehensive claims and risk management services.

We have active memberships with local chambers of commerce, various industry associations, and serve on advisory boards of several insurance companies. We also have many industry-specific programs tailored to give specialized coverages when they are needed.

## Named Insureds

- City of Flint

## Location Schedule

Loc #	Address	City	State	Zip
001	1101 S. Saginaw St. Room 203	Flint	MI	48502
002	210 E Fifth St.	Flint	MI	48502
004	3420 St John St	Flint	MI	48502
011	4535 M L King Ave	Flint	MI	48503
012	310 E Fifth St	Flint	MI	48502
014	4309 Industrial	Flint	MI	48505
018	202 E Atherton	Flint	MI	48507
020	3310 East Ct St	Flint	MI	48502
022	4500 N Dort Hwy	Flint	MI	48506
023	2800 Hammerburg Rd	Flint	MI	48507
024	1614 Dupont	Flint	MI	48504
025	G-12233 E Potter Rd	Flint	MI	48507
030	G-4652 Beecher Rd	Flint	MI	48507
031	Avon St	Flint	MI	48503
034	6625 Fleming Rd	Flint	MI	48504
035	5629 Fleming Rd	Flint	MI	48504
036	2420 Brownel	Flint	MI	48504
038	2300 Branch	Flint	MI	48506
041	1106 S Averill St	Flint	MI	48506
042	930 East Blvd Dr.	Flint	MI	48502
044	4266 E Pierson Rd	Flint	MI	48506
046	2401 Nolen Dr.	Flint	MI	48503
047	1221 S Vernon	Flint	MI	48506
048	1901 Hammerburg Rd	Flint	MI	48507
049	3300-3400 N Saginaw	Flint	MI	48502
050	2201 Forest Hill	Flint	MI	48504
051	1301-09 Pingree St	Flint	MI	48505
052	1002 W Horne	Flint	MI	48504

This proposal is a summation of the limits, terms, coverages, and conditions all of which are superseded by the actual issued policy.

053	249 Peer Ave	Flint	MI	48504
055	M L King Ave/2 E Pierson	Flint	MI	48505
057	Damon/N Saginaw St	Flint	MI	48501
058	E Hamilton/Ave A	Flint	MI	48505
061	1101 Kearsley Park Blvd	Flint	MI	48503
065	Harrison St	Flint	MI	48502
066	Chicago Blvd / Clancy	Flint	MI	48502
069	3201 Hammerburg Rd	Flint	MI	48507
070	3821 N Franklin	Flint	MI	48506
072	Morningside Dr	Flint	MI	48504
073	702 W 12th St	Flint	MI	48503
074	420 East Blvd	Flint	MI	48502
077	251 East Blvd Dr	Flint	MI	48503
092	1525 M L King Ave	Flint	MI	48502
093	716 W Pierson Rd	Flint	MI	48502
098	630 S Saginaw St	Flint	MI	48507
099	4000 S Saginaw St	Flint	MI	48507
100	121 E 7th St	Flint	MI	48502
104	3402 Western Rd	Flint	MI	48506
105	1100 S Cedar St	Flint	MI	48502
109	G-4662 Beecher Rd	Flint	MI	48507
110	1524 Mackin Rd & 1416 Dupont	Flint	MI	48503
111	2305 W GL Ave	Flint	MI	48503
112	Averill/I-69 Expy	Flint	MI	48506
113	3310 East Ct St	Flint	MI	48506

This proposal is a summation of the limits, terms, coverages, and conditions all of which are superseded by the actual issued policy.

# Commercial Property

## Subject of Insurance - Lexington

Subject of Insurance	Limits	Cause of Loss	Deductible	Valuation
Property	5,000,000	Special	100,000	RC
Earthquake	5,000,000	Special	100,000	
Flood	10,000,000	Special	100,000	
Named Storm	10,000,000	Special	100,000	
Equipment Breakdown	10,000,000	Special	100,000	
Accounts Receivable	1,000,000	Special	100,000	
Debris Removal	2,500,000	Special	100,000	
Ordinance or Law	2,500,000	Special	100,000	
Errors & Omissions	1,000,000	Special	100,000	
Newly Acquired Property	1,000,000	Special	100,000	

RC = Replacement Cost

## Subject of Insurance - Arch

Subject of Insurance	Limits	Cause of Loss	Deductible	Valuation
Property	5,000,000	Special	100,000	RC
Earthquake	5,000,000	Special	100,000	
Flood	10,000,000	Special	100,000	
Named Storm	10,000,000	Special	100,000	
Equipment Breakdown	10,000,000	Special	100,000	
Accounts Receivable	1,000,000	Special	100,000	
Debris Removal	2,500,000	Special	100,000	
Ordinance or Law	2,500,000	Special	100,000	
Errors & Omissions	1,000,000	Special	100,000	
Newly Acquired Property	1,000,000	Special	100,000	

RC = Replacement Cost

This proposal is a summation of the limits, terms, coverages, and conditions all of which are superseded by the actual issued policy.



# Terrorism

Subject of Insurance	Layer Limit of Liability	Layer Premium	Hiscox Participation	Total Insured Value
Terrorism and Sabotage	\$100,000 Per Occurrence \$100,000 Aggregate	\$15,435	100%	\$252,060,161.00



## Municipalities Terrorism and Sabotage Coverage Part: TR5 P0005 CW (07-19)

Hiscox Participation:	100%
Hiscox Municipalities Terrorism and Sabotage Limit of Liability:	\$ 100,000,000 Per Occurrence / \$ 100,000,000 Aggregate
Total Insured Value:	\$ 252,060,161
Business Interruption Sublimit	\$ 0
Civil or Military Authority Sublimit	\$ 1,000,000, 30 Day(s), and 1 Mile(s)
Debris Removal Expenses Sublimit	\$ 250,000
Decontamination Costs Excluding NCBR Sublimit	\$ 250,000
Demolition and Increased Cost of Construction Sublimit	\$ 1,000,000
Errors and Omissions Sublimit	\$ 250,000
Electronic Data Processing Media Sublimit	\$ 1,000,000
Extended Period of Indemnity Sublimit	\$ 0 and 180 Day(s)
Fine Art Sublimit	\$ 250,000
Ingress/Egress Sublimit	\$ 1,000,000, 30 Day(s), and 1 Mile(s)
Preservation of Property Sublimit	\$ 250,000
Professional Fees Sublimit	\$ 250,000
Relocation Expense Sublimit	\$ 250,000
Service Interruption Sublimit	\$ 1,000,000, 30 Day(s), and 1 Mile(s)
Transit Sublimit	\$ 250,000
Valuable Papers Sublimit	\$ 250,000
Accounts Receivable Sublimit	\$ 250,000
Asbestos Sublimit	\$ 500,000
Automatic Coverage Sublimit	\$ 1,000,000 and 30 Day(s)
Commissions, Profits, and Royalties Sublimit	\$ 250,000
Contingent Business Interruption -- Named Suppliers/Customers Sublimit	\$ 0
Contingent Business Interruption -- Unnamed Suppliers/Customers Sublimit	\$ 0
Delay in Startup Costs Sublimit	\$ 250,000
Fire Protective Systems Sublimit	\$ 10,000
Green Building Additional Expense Sublimit	\$ 250,000
Key and Lock Expense Sublimit	\$ 250,000
Landscaping Sublimit	\$ 10,000
Leasehold Interest Sublimit	\$ 0
Loss of Attraction Sublimit	\$ 0, 0 Day(s), and 0 Mile(s)
Miscellaneous Unnamed Locations Sublimit	\$ 1,000,000 and 30 Day(s)
Newly Acquired Locations Sublimit	\$ 1,000,000 and 90 Day(s)
Property In Course of Construction Sublimit	\$ 1,000,000
Rental Income Sublimit	\$ 0
Soft Costs Sublimit	\$ 250,000
Deductible:	\$ 25,000
Waiting Period:	0 Hour(s)
Municipalities Terrorism and Sabotage Premium:	\$ 15,435
Endorsements:	NONE

Unless otherwise specified, all sublimits listed above apply on a per occurrence basis and are a part of, and not in addition to, the Municipalities Terrorism and Sabotage limit of liability.

This proposal is a summation of the limits, terms, coverages, and conditions all of which are superseded by the actual issued policy.

# Premium Summary

## City of Flint

Coverage	Carrier	Renewal Premium
Property - 50%	Lexington	\$373,750.00
Surplus Lines Taxes and Fees	Lexington	\$11,843.75
Property - 50%	Arch	\$337,000.00
Surplus Lines Taxes and Fees	Arch	\$10,925.00
Terrorism	Hiscox	\$15,435.00
<b>Total Program</b>		<b>\$748,953.75</b>

All quoted premiums are annual estimates.

## Binding Conditions

- Current & fully signed Acord Application (attached)
- Signed TRIAs (Rejections for Lexington & Arch)
- Survey to be completed at 1524 Makin Rd & 1416 Dupont Rd this year – please provide contact information for inspection contact.

## Markets Approached

- Chubb - Declined
- Nationwide - Declined, not a market for public/civic exposures
- Central - Declined, Not a market for municipalities
- Cincinnati - Declined, Outside their property appetite
- EMC - Declined, Population exposure to large for carrier
- Encova - Declined, not a market for municipalities
- Hanover - Declined, not a market for municipalities
- Hastings - Declined, not a market for municipalities
- Michigan Millers - Declined, no market for municipalities
- Selective - Declined, due to mostly Frame and JM construction
- ARCH Insurance Group - Quote offered
- Lexington Insurance Company - Quote offered
- AmWins Global Risk London - Indicated \$750,000+
- Ironshore - Indicated \$1M - \$1.5M higher than incumbent markets
- RSUI - Indicated \$1M layer pricing for primary \$10M
- Allied World - Pending underwriter review
- Aspen Insurance - Can't compete
- AXIS - Pending underwriter review
- Zurich - Pending underwriter review

This proposal is a summation of the limits, terms, coverages, and conditions all of which are superseded by the actual issued policy.

*This insurance proposal is based upon your insurance history and the information that you have provided. It is your responsibility to review each item to make sure that you have all the coverages that you need, and that the limits of liability are appropriate.*

This proposal is a summation of the limits, terms, coverages, and conditions all of which are superseded by the actual issued policy.

# Agreement and Acceptance

The undersigned insured acknowledges that they have read and understood the Insurance Proposal as presented by Lighthouse Group, an Alera Group Agency LLC and authorizes them to bind coverage.

Effective Date: 11/30/2023

Policy Type: Property (Arch & Lexington), Terrorism (Hiscox)

PROPOSED COVERAGE HAS BEEN REJECTED/MODIFIED AS OUTLINED:

- 1.
- 2.
- 3.
- 4

Named Insured: City of Flint

Title: \_\_\_\_\_

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

RETURN TO THE ATTENTION OF: Cort Niemi

EMAIL: [cniemi@lighthousegroup.com](mailto:cniemi@lighthousegroup.com)

MAIL: Lighthouse, an Alera Group Company  
56 Grandville Ave, Ste 300  
Grand Rapids, MI 49503

This proposal is a summation of the limits, terms, coverages, and conditions all of which are superseded by the actual issued policy.

# Electronic Delivery Authorization

Your insurer may be required by law to obtain consent from insureds prior to engaging in any electronic delivery of insurance policies and/or other supporting documents in connection with the policy. You have the right to:

- Select electronic delivery;
- Reject electronic delivery;
- Withdraw your consent if you decide you no longer want to receive electronic delivery of your insurance policy and/or other supporting documents in connection with your insurance policy.

## ☐ **Election of electronic insurance policy delivery option**

I select the option to receive the following documents in connection with my insurance policy electronically, for myself and all those covered under the policy. I acknowledge I may no longer receive paper copies of my insurance policy, unless I advise my insurer to continue to provide paper copies in addition to electronic copies.

- ☐ Insurance Policy
- ☐ Identification Card
- ☐ Notices of Cancellation
- ☐ Notices of Nonrenewal
- ☐ Other supporting documents in connection with my insurance policy

## ☐ **Rejection of electronic delivery option**

I reject the option to receive my insurance policy and/or other supporting documents in connection with my insurance policy electronically, for myself and all those covered under the policy. I will continue to receive paper copies of such documents.

## ☐ **Withdrawal of consent of electronic delivery**

I withdraw my previous consent of electronic delivery of my insurance policy and/or other supporting documents in connection with my insurance policy, for myself and all those covered under the policy. I elect to receive paper copies of such documents in the future.

## **Lighthouse Invoice Preference**

Invoice made out to: \_\_\_\_\_

Invoice by:

☐ Mail | Address: \_\_\_\_\_

☐ Email | Email Address: \_\_\_\_\_

This proposal is a summation of the limits, terms, coverages, and conditions all of which are superseded by the actual issued policy.

**Electronic Delivery Disclosure**

The policyholder who elects to allow for insurance policy and/or other supporting documents in connection with the insurance policy to be sent to the electronic mail address provided should be diligent in updating the electronic mail address provided to the insurer in the event that the address should change.

Client and Lighthouse have caused this Agreement to be signed by authorized individuals.

**Client**

---

Name of recipient to receive policy documents via email

---

Relationship to Insured

---

Applicant/Name Insured Signature

---

Date

---

Email address of recipient

This proposal is a summation of the limits, terms, coverages, and conditions all of which are superseded by the actual issued policy.

# Commercial Coverage Options

In addition to the below coverage options, there may be more insurance products available for your consideration.

## **Property**

We do not determine property values, as we do not have any specific expertise in making this evaluation. It is in your best interest to evaluate the amount of your contents to determine the appropriate limits. Additionally, it is in your best interest to seek a building valuation survey to determine the appropriate construction cost of any building coverage.

- Off Premises Power Failure
- Spoilage Coverage
- Business Income & Extra Expense
- Ordinance or Law
- Vacancy Permit
- Builders Risk
- Mfg Selling Price
- Property of Others
- Leased or Rented Property
- Peak Season Coverage
- Equipment Breakdown
- Earthquake
- Flood
- Dependent Property

## **General Liability**

Higher limits may also be available for General Liability coverages.

- Employment Practices Liability
- Liquor Liability
- Employee Benefits Liability
- Product Recall Coverage
- Pollution Liability

## **Inland Marine**

- Installation Floater
- Replacement Cost
- Miscellaneous Tools / Equipment
- Leased or Rented Equipment
- Sign Coverage
- Scheduled Equipment / Tools
- Valuable Papers / Accounts Receivable
- Bailee Liability
- Patterns, Dies, Molds

This proposal is a summation of the limits, terms, coverages, and conditions all of which are superseded by the actual issued policy.

**Crime**

- Employee Dishonesty
- Forgery / Alterations
- Money & Securities

**Business Auto**

- Drive Other Car
- Hired & Non-Owned Auto Liability
- Hired Car Physical Damage

**Miscellaneous**

- Umbrella Liability / Higher Limits on Current Umbrella
- Professional Liability
- Data Breach / Cyber Liability
- Directors & Officers Coverage
- Fiduciary Liability
- Bonds
- Trade Credit Insurance

This proposal is a summation of the limits, terms, coverages, and conditions all of which are superseded by the actual issued policy.



# Cyber Liability Quiz

## What is your Internet Privacy and/or Security Risk?

**Take this quick quiz to determine your level of risk.**

1. Are you involved in any of the following industries:
  - Education
  - Healthcare
  - Financial Services
  - Retail
2. Do you provide services to clients on your website?
3. Do you collect, receive, transmit or store personally identifiable information or personal health information? For example, Social Security numbers, driver's license numbers, email addresses, bank account numbers, credit/debit card numbers, etc.
4. Do you need to develop or update procedures to comply with privacy legislation? For Example, Health Insurance Portability and Accountability Act – HIPPA, The Gramm-Leach Bliley Act or other legislation with respect to the protection of other confidential information?
5. Do your employees use laptops, cell phones, smart phones, or tablets?
6. Do you store sensitive data on your network in the cloud or even in paper files?
7. Do you manage the content of your website and/or host the infrastructure yourself instead of using a third party?
8. Do you have a Written Information Security Plan?

### **Your Score:**

#### **2 or less answered yes:**

Your risk is low. However, Cyber Liability coverage is worth considering.

#### **3 to 4 answered yes:**

Your risk is great and obtaining Cyber Liability should be a priority.

#### **5 or more answered yes:**

Your risk is significant! Without proper coverage afforded by Cyber Liability, the financial wellbeing of your company is at risk!

This proposal is a summation of the limits, terms, coverages, and conditions all of which are superseded by the actual issued policy.



# Life Insurance Review and Audit Program

## For individuals and families

- Life insurance
- Return of premium life insurance
- Annuities
- Disability income protection
- Long-term care
- Life insurance review and audit program
- Individual mortgage pay-off in event of death

## For business owners

- Business continuation planning (life and disability insurance)
- Key person coverage (life and disability insurance)
- Debt coverage or life insurance required by bank
- Estate analysis - legacy trust
- Executive owner premier audit program
- Voluntary products

As a client of Lighthouse, an Alera Group Company, you are eligible to take advantage of our Life Insurance Review and Audit Program free of charge. An evaluation of your personal and business life insurance policies can provide the reassurance your plans are set to meet your needs when and how you expect them to.

Our seasoned Life Insurance and Executive Benefits team will provide an in-depth and objective review of the life insurance you have in place today. With direct access to more than 30 insurance carriers, we will propose only the best alternatives directly in line with your goals and budget. Life insurance coverage can change over time, therefore we recommend policies be reviewed every three years.

Since over 80% of life insurance policies don't live up to client expectations due to overpriced premiums, incorrect design, or early termination, this review is of tremendous value by providing peace of mind and protection for what matters most.

If you are interested in Lighthouse's life insurance services, contact your sales executive to get started.



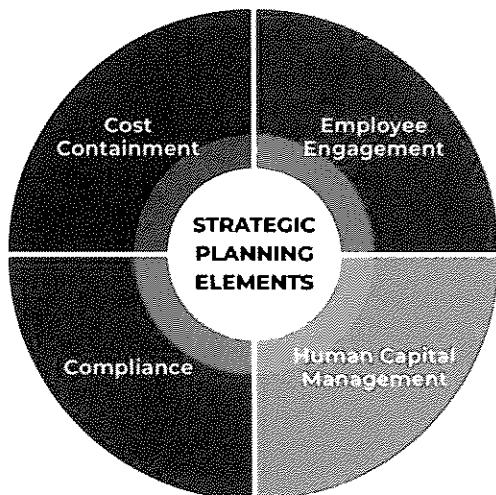
# Strategic Employee Benefits Planning

## **INNOVATIVE STRATEGIES. ACTIONABLE POWERFUL RESULTS.**

The key to a successful and sustainable employer-sponsored health plan is being proactive. An employer's value perception is maximized when employees receive benefits that meet their unique needs.

Our innovative approach to strategic benefits planning helps employers evaluate their current needs, explore new opportunities, and identify goals for the future - all while keeping their employees front and center. The end result of this process? A custom Playbook - a clear, multi-year strategic plan with actionable steps to take your benefits plan from where it is today to where it needs to be in the future.

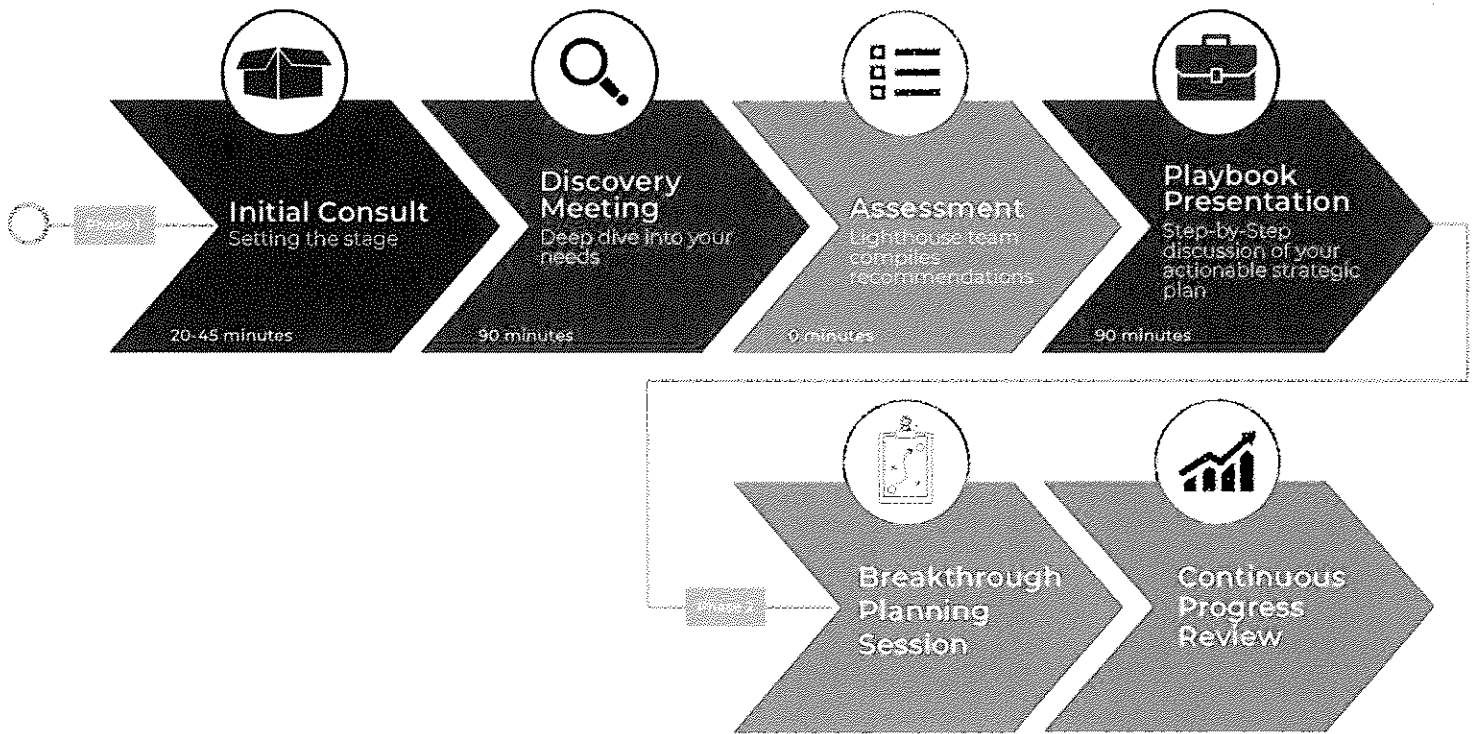
Moving forward, your Playbook will guide your organization's benefit decisions, ultimately resulting in a greater return on investment for every dollar spent on your employee benefit programs.



### **YOUR PLAYBOOK WILL HELP:**

- Create a high-value perception of benefit programs
- Educate and engage employees in healthcare
- Improve administrative procedures
- Control costs through creative plan design
- Maintain organizational compliance

**The Lighthouse Playbook process creates a roadmap to help achieve each client's perfect vision of their benefit programs and platform.**





RESOLUTION NO.:

230430

PRESENTED:

NOV 27 2023

ADOPTED:

Resolution Authorizing Appropriate City of Flint Officials to Do All Things Necessary to enter into MDOT Contract 23-5333, Job No. 210054CON for the purpose of fixing the rights and obligations of the parties in agreeing to the following: underpass lighting installation work on Structure S25 of 25132 (#2675) which carries Highway I-475 over Stewart Avenue, S27 of 25132 (#2677) which carries Highway I-475 over Horton Avenue, and R03 of 25132 (#2647) which carries Highway I-475 over CSX Railroad and Pierson Road; together with necessary related work, located in the corporate limits of the City.

BY THE CITY ADMINISTRATOR:

MDOT has submitted to the City of Flint Contract 23-5333, Job No. 210054CON for the purpose of fixing the rights and obligations of the parties in agreeing to the following: underpass lighting installation work on Structure S25 of 25132 (#2675) which carries Highway I-475 over Stewart Avenue, S27 of 25132 (#2677) which carries Highway I-475 over Horton Avenue, and R03 of 25132 (#2647) which carries Highway I-475 over CSX Railroad and Pierson Road; together with necessary related work, located in the corporate limits of the City.


There is no cost to the City of Flint.


**IT IS RESOLVED**, that appropriate City Officials are authorized to do all things necessary to enter into MDOT Contract No. 23-5333, Job No. 210054CON for overpass lighting installation work on I-475 for structures #2675, #2677 and #2647.


**IT IS FURTHER RESOLVED**, I, Sheldon A. Neeley, Mayor, am the duly authorized City official authorized to sign MDOT Contract 23-5333 on behalf of the City of Flint.

APPROVED AS TO FINANCE:

APPROVED AS TO FORM:

  
Philip Moore (Nov 8, 2023 16:28 EST)  
Philip Moore  
Chief Financial Officer

  
William Kim (Nov 8, 2023 16:35 EST)  
William Kim  
City Attorney

  
Clyde Edwards (Nov 9, 2023 23:19 EST)  
Clyde Edwards, City Administrator

City Council

2023-KRN

## RESOLUTION STAFF REVIEW FORM

**TODAY'S DATE:** November 8, 2023

**BID/PROPOSAL#** N/A

**AGENDA ITEM TITLE:** MDOT Contract 23-5333, Job No. 210054CON – underpass lighting installation work on three bridges located on highway I-475

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

**VENDOR NAME:** State of Michigan (MDOT)

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

The purpose of this agreement is for underpass lighting installation work on Structure S25 of 25132 (#2675) which carries Highway I-475 over Stewart Avenue, S27 of 25132 (#2677) which carries Highway I-475 over Horton Avenue, and R03 of 25132 (#2647) which carries Highway I-475 over CSX Railroad and Pierson Road; together with necessary related work, located in the corporate limits of the City.

**FINANCIAL IMPLICATIONS:** None. There is no cost to the City of Flint.

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

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

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

**ACCOUNTING APPROVAL:** Kathryn Neumann Kathryn Neumann (Nov 8, 2023 16:18 EST) **Date:** \_\_\_\_\_

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

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

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

**DEPARTMENT HEAD SIGNATURE:**

Rodney McGaha  
Rodney McGaha (Nov 8, 2023 16:21 EST)  
Rodney McGaha, Director of Transportation

SPECIAL TRUNKLINE  
NON-ACT-51  
ADDED WORK

DA	
Control Section	RBMP 25132
Job Number	210054CON
Fed Project #	23A1031
Contract	23-5333

THIS CONTRACT is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF FLINT, a Michigan municipal corporation, hereinafter referred to as the "CITY"; for the purpose of fixing the rights and obligations of the parties in agreeing to street light replacement work in conjunction with the DEPARTMENT'S construction on Highway I-475, within the corporate limits of the CITY.

WITNESSETH:

WHEREAS, the DEPARTMENT is planning reconstruction and bridge replacement work along Highway I-475 from the Flint River to Carpenter Road; and

WHEREAS, the CITY has requested that the DEPARTMENT perform additional work for and on behalf of the CITY in connection with the Highway I-75 construction, which additional work is hereinafter referred to as the "PROJECT" and is located and described as follows:

Underpass lighting installation work on Structure S25 of 25132 (#2675) which carry Highway I-475 over Stewart Avenue, S27 of 25132 (#2677) which carries Highway I-475 over Horton Avenue, and R03 of 25132 (#2647) which carries Highway I-475 over CSX Railroad and Pierson Road; together with necessary related work, located within the corporate limits of the CITY; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written Contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The PROJECT work will be administered by the DEPARTMENT at no cost to the CITY.

2. It is understood that the facilities constructed as the PROJECT may require special or unusual operation and/or maintenance. Upon completion of the PROJECT, the CITY shall accept the facilities as constructed. The CITY certifies by execution of this contract, the CITY shall own the facilities and all operation and maintenance of the PROJECT work shall be

the responsibility of the CITY. Maintenance work shall include, but not be limited to replacement of lights and poles, as needed.

All expenses for electrical service and maintenance of the PROJECT shall be the responsibility of the CITY.

3. This contract is not intended to increase or decrease either party's liability for, or immunity from, tort claims.

4. In connection with the performance of PROJECT work under this Contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.



5. This Contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the CITY and for the DEPARTMENT; upon the adoption of a resolution approving said Contract and authorizing the signatures thereto of the respective officials of the CITY, a certified copy of which resolution shall be attached to this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF FLINT

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

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

By \_\_\_\_\_  
*for* Department Director MDOT

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



RESOLUTION NO.: 230431PRESENTED: NOV 27 2023

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

BY THE CITY ADMINISTRATOR:

## RESOLUTION TO SIEMENS INDUSTRY, INC.

The fire alarm system at the City Hall complex is approximately thirty years old, obsolete and in need of replacement. There are no longer replacement parts available to fix it. The current system is a Cerberus Pyrotechnics by Siemens, and

Siemens Industry, Inc., 45470 Commerce Center Dr., Plymouth, Michigan is the sole source for the alarm system and has submitted a proposal for a Desigo Modular system that will migrate the old fire alarm to a new and modern system. Funding will come from the following account:

Account Number	Account Name	Amount
444-230.200-976.000	Public Improvement Fund	\$ 345,394.00
	<b>FY24 GRAND TOTAL</b>	<b>\$ 345,394.00</b>

**IT IS RESOLVED**, that the Proper City Officials are hereby authorized to enter into a contract with Siemens Industry, Inc. for a new Desigo Modular alarm system in the amount of \$325,394.00 plus an additional \$20,000.00 to cover any unexpected problems with the migration of the old alarm system into the new system for a not to exceed amount of \$345,394.00.

## APPROVED AS TO FORM:

William Kim  
William Kim (Nov 9, 2023 12:14 EST)

William Kim  
Chief Legal Officer

## APPROVED AS TO FINANCE:

Phillip Moore  
Phillip Moore (Nov 9, 2023 10:26 EST)

Phillip Moore  
Chief Finance Officer

## FOR THE CITY OF FLINT:

Clyde Edwards  
Clyde Edwards (Nov 9, 2023 23:18 EST)

Clyde Edwards, City Administrator

## APPROVED BY CITY COUNCIL:

## APPROVED AS TO PURCHASING:

Lauren Rowley

Lauren Rowley, Purchasing Manager



# CITY OF FLINT

## RESOLUTION STAFF REVIEW FORM

**TODAY'S DATE:** November 9, 2023

**BID/PROPOSAL#**

**AGENDA ITEM TITLE:** Fire alarm migration system

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

**VENDOR NAME:** Siemens Industry Inc.

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

The fire alarm system at the City Hall complex became obsolete in 2018 and the replacement parts are no longer available. The existing fire alarm company, Siemens Industry, Inc. has proposed to modernize the existing system and migrate the old system into a new system. Additional money was added to cover any contingencies.

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

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

Dept.	Name of Account	Account Number	Grant Code	Amount
444	Public Improvement Fund	230.200-976.000		\$ 345,394.00
		<b>FY24 GRAND TOTAL</b>		<b>\$345,394.00</b>

**PRE-ENCUMBERED?** YES ☒ NO ☐ **REQUISITION NO:** 240007866

**ACCOUNTING APPROVAL:** Kathryn Neumann Kathryn Neumann (Nov 9, 2023 08:50 EST) **Date:** \_\_\_\_\_

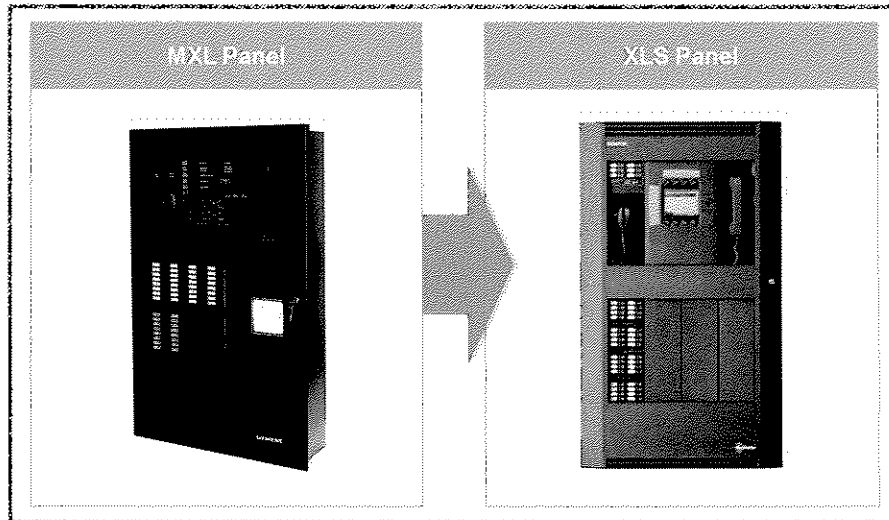
**WILL YOUR DEPARTMENT NEED A CONTRACT?** YES ☐ NO ☒  
(If yes, please indicate how many years for the contract) YEARS

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

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

**DEPARTMENT HEAD SIGNATURE:** Lee Osborne lee osborne (Nov 9, 2023 10:17 EST)  
Lee Osborne, Facilities Maintenance Operations Supervisor

# Modernize with Desigo Modular Fire Alarm Migration Proposal



FOR

**Flint City Hall  
1101 S. Saginaw Street  
Flint, MI**

**PRESENTED TO:**  
Lee Osborne

**PREPARED BY:**  
Tom Kidder

Siemens Industry, Inc.  
45470 Commerce Center Drive  
Plymouth, MI 48170

## **Executive Summary**

Siemens is pleased to provide the following proposal to upgrade the existing Siemens MXL fire alarm system to our most advanced fire alarm offering: Desigo Modular. The MXL fire alarm control panel currently installed at your facility has reached the end of its life expectancy and is currently obsolete. Panel components became obsolete as of September 30, 2018. This MXL phase-out has become necessary due to a number of factors. The costs associated with maintaining the current system, along with limited parts availability, outdated technology, and the increasing potential for system down time due to aging panel components are all contributing factors.

Our solution will utilize your existing infrastructure, thus minimizing downtime and unnecessary capital expense. Our Fast Forward migration strategy leverages the MXL Line Card (MLC) to allow the newer Desigo Modular system to communicate with existing MXL devices. This eliminates the need to replace field devices or wiring. With no new wiring involved, the disruption to your facility is minimal and the need to train your personnel on new devices is eliminated. Cabinet retrofit packages allow your old MXL panels to house your new Desigo Modular system components, further reducing costs and system downtime. The MXL to Desigo Modular Total Migration Solution is much more cost effective and efficient than a total system replacement and will minimize (or virtually eliminate) business disruptions during the transition.

Once you've migrated to the Desigo Modular, you will be using our state-of-the-art life safety system. As a result, you'll be well positioned to incorporate the latest technologies including integrated voice evacuation and mass notification systems, as well as groundbreaking new fire detection products developed by Siemens.

The existing FP-11, ID-60I smoke detectors and FPT-11 heat detectors are also currently obsolete. All other initiating devices (pull station and input modules) will become obsolete in May 2023.

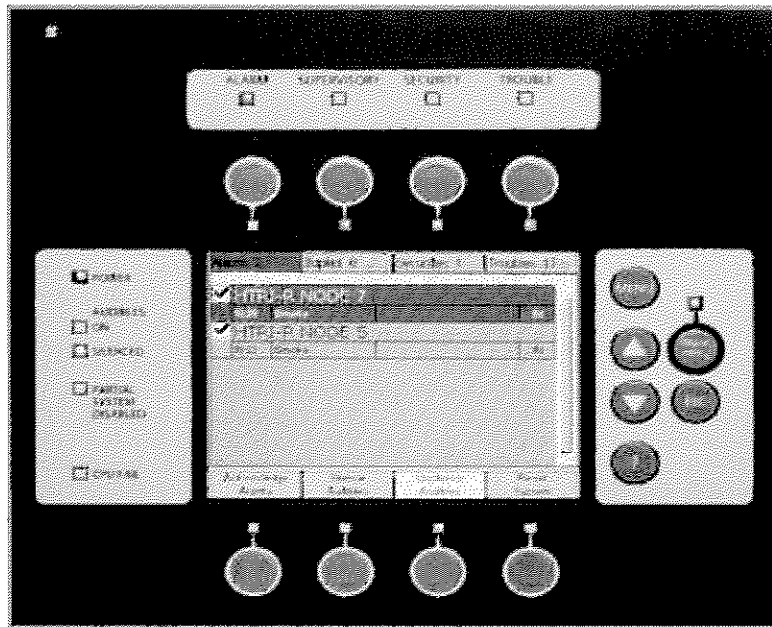
Pricing includes the initiating device, device programming and test. Siemens to install the smoke detectors, duct smoke detectors, pull stations and input modules. It is expected that all devices are safely reachable with a 10-foot ladder. If a lift or scaffold is required, additional charges will be required.

All existing notification devices to remain as-is for this project.

---

## **Advantages of Modernizing with Desigo Modular**

The Desigo Modular family gives you everything you need to ensure code compliance, continuity of communications, and a smart investment. With more power, more flexibility, greater capacities, and a high performance full-color user interface—the fastest, most intelligent fire safety system available offers premium features and options that address the needs of today while remaining ready for the future. Facilities of all sizes can take advantage of faster processor speeds and state-of-the-art features which define the Desigo Modular. The Desigo Modular head-end features a large 6" Color LCD screen and intelligence programmed into the system. With larger text, intuitive prompts, and clear graphics, both first responders and maintenance personnel will find it easy to read and operate.



## **Project Scope of Work**

**The MXLV to Desigo Modular fire alarm migration proposal will consist of the following:**

- 1) Provide engineered shop drawings and submittals to the local "AHJ".
- 2) MXLV FACP (1) to Desigo Modular panel conversion, including components and retrofits.
- 3) MXLR Remote Panel (2) to Desigo Modular Remote Panel conversion, including components and retrofits.
- 4) Replace (1) remote annunciator.
- 5) Replace all initiating devices in the South Building.  
(44) Smoke Detectors, (2) Duct Detectors, (4) Heat Detectors, (13) Pull Stations
- 6) MXL Line Card to pick up existing device circuits.
- 7) Installation of new fire alarm riser from main FACP to both remote panels to account for required audio cable.
- 8) Complete installation of proposed system equipment.
- 9) Programming and database transfer.
- 10) Project management, design, start-up, programming and commissioning.
- 11) Provide one training session with customer.
- 12) Upon completion of the conversion, the system will require a 100% functional inspection. This inspection is not included in this quote as it will be covered under the existing fire alarm test and inspection service agreement.

MXL Migration Promotional Offer:

Siemens is currently offering a promotion of 40% off all Siemens manufactured equipment and a 5-year warranty on all new equipment. This promotion is valid for a total system migration only.

Requirements of the promotion:

- Offer is valid until March 15, 2024.
- All existing equipment to be returned to Siemens.
- Customer to enter into a two-year agreement using our Fire Cloud App. The Fire Cloud App is a cloud-based product that provides remote access to the fire panel, instant notifications via text or email and real-time monitoring of the fire system.

**Total Project Budgetary Pricing: \$102,032.00 (includes promotional discount)**

*Payment Terms: 25% mobilization in advance, progress payments*

**Two-Year Fire Cloud App Subscription: \$1,100.00**

**Initiating Device Replacement:**

Siemens shall replace all existing addressable MXL fire alarm devices with new devices. It is a pre-requisite that the fire alarm control panels be upgraded from the current obsolete MXL components to the new Desigo Modular components.

This proposal is provided as a one-for-one replacement and does not include any design modifications.

**Police Head Quarters Budgetary Price: \$71,380.00**

Item	Quantity	Description
1	184	SMOKE DETECTORS
2	9	HEAT DETECTORS
3	193	DETECTOR BASES
4	6	DUCT SMOKE DETECTORS
5	4	RELAY MODULES
6	4	DEVICE LOOP CARDS
7	30	MANUAL PULL STATIONS

**City Hall Budgetary Price: \$63,340.00**

Item	Quantity	Description
1	134	SMOKE DETECTORS
2	32	HEAT DETECTORS
3	166	DETECTOR BASES
4	9	DUCT SMOKE DETECTORS
5	5	RELAY MODULES
6	2	DEVICE LOOP CARDS
7	21	MANUAL PULL STATIONS

**South Building: Included with panel conversion.**

**Total Initiating Device Budgetary Pricing: \$134,720.00**



## Notification Device Replacement:

All of the existing notification devices (speaker/strobes and strobes) do not flash in a synchronized manner which is a current code requirement to meet the Americans with Disabilities Act (ADA).

### Statement of Work:

Siemens shall replace all of the existing notification devices with new notification devices meet both NFPA 72 and ADA requirements. The new devices shall flash at a rate of 1-to-2 flashes per second as required by code. The new devices shall have high-fidelity speakers which will improve the intelligibility of the fire panel messaging.

This proposal is based on the device counts as shown on Siemens drawings PM-5354 dated 7/8/1998. Any additional devices that are not identified on these drawings shall be outside of this proposal and will require a change order.

This proposal is provided as a one-for-one replacement and does not include any design modifications.

### Police Headquarters Budgetary Price: \$35,486.00

Item	Quantity	Description
1	64	SLSPSWW-F SPEAKER/STROBE WHITE WALL MOUNT
2	52	SLSWW-F STROBE ONLY WHITE WALL MOUNT
3	2	DSC DUAL SYNC MODULE

### City Hall Budgetary Price: \$35,276.00

Item	Quantity	Description
1	79	SLSPSWW-F SPEAKER/STROBE WHITE WALL MOUNT
2	50	SLSWW-F STROBE ONLY WHITE WALL MOUNT
3	2	DSC DUAL SYNC MODULE

### South Building Budgetary Price: \$16,780.00

Item	Quantity	Description
1	19	SLSPSWW-F SPEAKER/STROBE WHITE WALL MOUNT
2	11	SLSWW-F STROBE ONLY WHITE WALL MOUNT
3	2	DSC DUAL SYNC MODULE

### Total Strobe Synchronization Budgetary Pricing: \$87,542.00

**The following comments and exceptions apply:**

1. Pricing is based on the device counts as shown on the current fire alarm program and fire alarm drawings PM-5354 dated 7/8/1998. Any additional devices required for this project shall be considered outside of this proposal. This proposal does not contain any contingency for additional devices.
2. All existing enclosure back boxes to be re-used for this project.
3. This proposal is presented as a one-for-one system replacement. This proposal does not include any fire alarm design changes.
4. Others to provide any required drywall patch/paint or ceiling tile replacements.
5. It is possible that the fire alarm panel will be non-functional throughout this project. It is expected that this project will take approximately 1 - 2 business days.
6. Fire watch may be required by the local "AHJ". Fire watch is not included in this proposal.
7. In signing this proposal, the customer shall promise to pay all invoices upon receipt with net 30-day terms.
8. Siemens requires a fully executed and signed proposal, purchase order or contract prior to execution of any services and/or labor for this project.
9. This quotation is valid for **(30)** days, after which it is subject to review.
10. All work to be completed during normal business hours: M – F 7:00 AM – 4:30 PM.

## Terms and Conditions Disclaimer

The customer acknowledges that when approved by the Customer and accepted by Siemens Industry, Inc.: (i) the Proposal and the Contract Terms and Conditions, (together with any other documents incorporated into the forgoing) shall constitute the entire agreement of the parties with respect to its subject matter (collectively, hereinafter referred to as the "Agreement") and (ii) in the event of any conflict between the terms and condition of the Proposal and the terms and conditions of The Contract Terms and Conditions, the Contract Terms and Conditions shall control.

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS OR ITS REPRESENTIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE CUSTOMER.

This proposal is based on the Siemens Industry, Inc. Standard Terms and Conditions and the "Scope of Work" and are to be considered part of this proposal.

**Price Escalation:** If, during the term of this Contract, the price of various materials or labor or logistics are increased as reflected by CRU/IHS Markit/CMAI/COMEX market index, then Siemens may increase the Contract Sum or apply a surcharge to Customer accordingly.

### Customer Approval:

Base Bid Proposal approved in the amount of: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Date: \_\_\_\_\_ Purchase Order #: \_\_\_\_\_

Siemens Industry, Inc

By: Tom Kidder

Signature: *Tom Kidder*

Title: Account Executive

Date: January 27, 2023

# Terms and Conditions of Sale

## GENERAL TERMS AND CONDITIONS (INSTALLATION)

### Article 1: General

**1.1** These General Terms and Conditions, including any supplemental terms (each a "Rider"), are attached to and made part of the Proposal or other document as the case may be including any change order, in which these General Terms and Conditions are incorporated (the "Document"), that when approved in writing by the Customer and accepted by an authorized representative of Siemens shall (a) constitute the entire, complete and exclusive contract between the parties (this "Agreement") (i) to implement the work and services identified in the Scope of Work or Proposed Solution section of the Document (collectively, the "Work") to be provided by Siemens and (ii) for the physical equipment ("Equipment"), software owned or licensable by Siemens ("Software"), any related documentation ("Related Documentation"), deliverable Instruments (as defined in Section 2.2), and Work Product Deliverables (as defined in Section 2.1) identified in the Document to be provided by Siemens under the Agreement in accordance with the performance of the Work (collectively, the "Deliverables") and (b) supersedes and cancels all prior proposals, agreements and understandings, written or oral, relating to the subject matter of this Agreement.

**1.2** Neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other except that either party may assign this Agreement to its affiliates and Siemens may grant a security interest in the proceeds to be paid to Siemens under this Agreement; assign proceeds of this Agreement; and/or use subcontractors in performance of the Work.

**1.3** The terms and conditions of this Agreement shall not be modified or rescinded except in writing, with the prior approval of the Legal Departments of Siemens and Customer and signed by duly authorized officers or managers of Siemens and Customer.

**1.4** In the event of conflict between the other sections of the Document and these General Terms and Conditions, these General Terms and Conditions shall control. In the event of conflict between a Rider and any section of the Document or these General Terms and Conditions, the Rider shall control. Any differing or additional terms and conditions in any purchase order or other document are of no force and effect unless specifically accepted in writing by the parties.

**1.5** Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than the Customer and Siemens without the express written consent of both parties. All provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of the Work and termination of this Agreement.

**1.6** Certain terms and conditions contained herein may not apply to the Work to be provided hereunder. It is the intent of the parties, however, that the interpretation to be given to the terms and conditions is to apply all terms and conditions unless clearly inapplicable given the type of Work included.

**1.7** This Agreement shall be governed by and enforced in accordance with the laws of the State of Illinois. Any litigation arising under this Agreement shall be brought in the State or Commonwealth in which the Work is provided to Customer. TO THE EXTENT PERMITTED BY LAW, THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL ON MATTERS ARISING OUT OF THIS AGREEMENT.

**1.8** AFTER THE EXPIRATION OF THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE YEAR PERIODS BEGINNING ON THE ANNIVERSARY DATE OF THE INITIAL TERM UNLESS STATED OTHERWISE IN THE DOCUMENT.

**1.9** This Agreement is non-cancellable during the Initial Term. Either party, however, may terminate this Agreement at the end of the Initial Term or at the end of a renewal term by giving the other party at least sixty (60) days prior written notice of its intent not to renew.

**1.10** If, during or within ninety (90) days after the term of this Agreement, Customer engages any Siemens employee who has

performed work under this or any other agreement between Customer and Siemens, Customer shall pay Siemens an amount equal to the employee's latest annual salary.

### Article 2: License and Intellectual Property

**2.1** Any tangible form of a report or drawing specifically developed for, commissioned by and deliverable to the Customer in connection with Work performed by Siemens under this Agreement ("Work Product Deliverables") shall become the Customer's property upon receipt by the Customer and payment of any fees due Siemens under this Agreement. Siemens may retain file copies of such Work Product Deliverables.

**2.2** If any know-how, tools and related documentation owned or licensed by Siemens and used by Siemens to install or commission Equipment and Software for operation at the Site, including but not limited to tools for installing any Software, performing diagnostics on Equipment as installed at the Site as well as any reports, notes, calculations, data, drawings, estimates, specifications, manuals, documents, all computer programs, codes and computerized materials prepared by or for Siemens and used by Siemens to provide the Work ("Instruments") are provided to the Customer under this Agreement, any such Instruments shall remain Siemens property, including the intellectual property conceived or developed by Siemens in the Instruments.

**2.3** In addition, all intellectual property: (i) that has been conceived or developed by an employee or subcontractor of Siemens before Siemens performs any Work under this Agreement; (ii) that is conceived or developed by such employee or subcontractor at any time wholly independently of Siemens performing the Work under this Agreement; or, (iii) if developed while performing the Work under this Agreement, where the development of intellectual property for the benefit of the Customer is not expressly identified as an item of Work to be provided to the Customer or where such Work comprised or corresponded to an update, improvement, configuration, or modification of Equipment or Software made in the ordinary course of business solely to allow such products to interface with any software and/or equipment and/or to operate at a site specified by Customer, (collectively, "Siemens Pre-existing Intellectual Property") that may be included in scope provided to the Customer under this Agreement shall also remain Siemens' property including the Siemens Pre-existing Intellectual Property included in the Work Product Deliverables. Siemens Pre-existing Intellectual Property is also included in all reports, notes, calculations, data, drawings, estimates, specifications, manuals, documents, all computer programs, codes and computerized materials prepared by or for Siemens.

**2.4** All Work Product Deliverables and any Instruments provided to the Customer are for the Customer's use and only for the purposes disclosed to Siemens. Siemens hereby grants the Customer a royalty-free (once all payments due under this Agreement are paid to Siemens), non-transferable, perpetual, nonexclusive license to use any Siemens Pre-existing Intellectual Property solely as incorporated into the Work and Deliverables (including Work Product Deliverables and any Instruments provided to the Customer under this Agreement). Under such license, and following agreement to be bound to confidentiality provisions under this Agreement and/or in accordance with any separate confidentiality agreement that may exist between the parties, Customer shall have a right to: (a) Use, in object code form only, the Software that is owned or licensed by Siemens or its affiliates and that is either separately deliverable for use in the Equipment or for use in a computer system owned by the Customer or delivered as firmware embedded in the Equipment ("Software Deliverables"); (b) Make and retain archival and emergency copies of such Software Deliverables (subject to any confidentiality provisions) except if the Software Deliverable is embedded in the Equipment; and, (c) Use all such Equipment, Work Product Deliverables, and such Instruments, provided however, the Equipment, Work Product

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Deliverables, and Instruments shall not be used or relied upon by any third-party, and such use shall be limited to the particular project and location for which the Work is provided.

**2.5** The Customer shall not transfer the Equipment, Software, Work Product Deliverables, or Instruments to others or use them or permit them to be used for any extension of the Work or any other project or purpose, without Siemens' prior express written consent.

**2.6** Any reuse of Equipment, Software, Work Product Deliverable, or such Instruments for other projects or locations without the written consent of Siemens, or use by any third party will be at the users risk and without liability to Siemens; and, the Customer shall indemnify, defend and hold Siemens harmless from any claims, losses or damages arising therefrom.

**2.7** In consideration of such license, the Customer agrees not to reverse engineer any Equipment or Software to reconstruct or discover any source code, object code, firmware, underlying ideas, or algorithms of such Equipment or Software even to the extent such restriction is allowable by law.

**2.8** Customer acknowledges that Siemens, in the normal conduct of its business, may use concepts, skills and know-how developed while performing other contracts. Customer acknowledges the benefit which may accrue to it though this practice, and accordingly agrees that anything in this Agreement notwithstanding, Siemens may continue, without payment of a royalty, this practice of using concepts, skills and know-how developed while performing this Agreement.

**Article 3: Work by Siemens**

**3.1** Siemens will perform the Work expressly described in this Agreement and in any work release documents or change orders that are issued under this Agreement and signed by the parties. The Work performed by Siemens shall be conducted in a manner consistent with the degree of care and skill ordinarily exercised by reputable firms performing the same or similar work in the same locale acting under similar circumstances and conditions.

**3.2** Siemens shall perform the Work during its normal working hours, Monday through Friday, excluding holidays, unless otherwise agreed herein.

**3.3** Siemens is not required to conduct safety or other tests, install new devices or equipment or make modifications to any Equipment beyond the scope set forth in this Agreement. Any Customer request to change the scope or the nature of the Work must be in the form of a mutually agreed change order, effective only when executed by all parties hereto.

**3.5** Siemens shall be responsible for any portion of the Work performed by any subcontractor of Siemens. Siemens shall not have any responsibility, duty or authority to direct, supervise or oversee any contractors of Customer or their work or to provide the means, methods or sequence of their work or to stop their work. Siemens' work and/or presence at a site shall not relieve others of their responsibility to Customer or to others. Siemens shall not be liable for the failure of Customer's contractors or others to fulfill their responsibilities, and Customer agrees to indemnify, hold harmless and defend Siemens against any claims arising out of such failures

**Article 4: Responsibilities of Customer**

**4.1** Customer, without cost to Siemens, shall:

(a) Designate a contact person with authority to make decisions for Customer regarding the Work and provide Siemens with information sufficient to contact such person in an emergency. If such representative cannot be reached, any request for Work received from a person located at Customer's site will be deemed authorized by Customer, and Siemens will, in its reasonable discretion, act accordingly;

(b) Provide or arrange for reasonable access and make all provisions for Siemens to enter any site where Work is to be performed;

(c) Permit Siemens to control and/or operate all facility controls, systems, apparatus, equipment and machinery necessary to

perform the Work;

(d) Furnish Siemens with all available information pertinent to the Work;

(e) Obtain and furnish Siemens with all approvals, permits and consents from government authorities and others as may be required for performance of the Work except for those Siemens has expressly agreed in writing to obtain;

(f) Notify Siemens promptly of any site conditions requiring special care, and provide Siemens with any available documents describing the quantity, nature, location and extent of such conditions;

(g) Comply with all laws and provide any notices required to be given to any government authorities in connection with the Work, except such notices Siemens has expressly agreed in writing to give;

(h) Provide Siemens with Material Safety Data Sheets (MSDS) conforming to OSHA requirements related to all Hazardous Materials at the site which may impact the Work;

(i) Furnish to Siemens any contingency plans related to the site; and

(j) Furnish the specified operating environment, including without limitation, suitable, clean, stable, properly conditioned electrical power to all Equipment; telephone lines, capacity and connectivity as required by such Equipment; and heat, light, air conditioning and other utilities in accordance with the specifications for the Equipment.

**4.2** Unless contrary to applicable law or regulation, Customer acknowledges that the technical and pricing information contained in this Agreement is confidential and proprietary to Siemens and agrees not to disclose it or otherwise make it available to others.

**4.3** Customer acknowledges that it is now and shall be at all times in control of the Work site. Siemens shall not have any responsibility, duty or authority to direct, supervise or oversee any employees or contractors of Customer or their work or to provide the means, methods or sequence of their work or to stop their work. Siemens' Work and/or presence at a site shall not relieve others of their responsibility to Customer or to others. Except as expressly provided herein, Siemens is not responsible for the adequacy of the health, safety or security programs or precautions related to Customer's or its other contractors' activities or operations; the work of any other person or entity; or Customer's site conditions. Siemens is not responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Customer or others at Customer's site. So as not to discourage Siemens from voluntarily addressing such issues, in the event Siemens does make observations, reports, suggestions or otherwise regarding such issues, Siemens shall not be liable or responsible for same.

**4.4** Customer is solely responsible for any removal, replacement or refinishing of the building structure or finishes that may be required to gain access to the Work.

**4.5** Customer shall properly dispose of all ballasts, mercury bulb thermostats, used oil, contaminated filters, contaminated absorbents, refrigerant and any other Hazardous Materials that at any time are present at Customer's premises and related to the Work, in accordance with all applicable federal, state, and local laws, regulations, and ordinances.

**Article 5: Compensation**

**5.1** Siemens shall be compensated for the Work at its prevailing rates and reimbursed for costs and expenses (plus reasonable profit and overhead) incurred in its performance of the Work. All other work, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis: (a) emergency work performed at Customer's request, if inspection does not reveal any deficiency covered by the Agreement; (b) work performed other than during Siemens' normal working hours; and, (c) work performed on equipment not covered by the Agreement.

**5.2** Siemens may invoice Customer on a monthly or other progress billing basis. Invoices are due and payable upon receipt or as otherwise set forth in the Agreement. If any payment is not received

**GENERAL TERMS AND CONDITIONS  
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when due, Siemens may deem Customer to be in breach hereof and may enforce any remedies available to it hereunder or at law, including without limitation, acceleration of payments and suspension or termination of the Work at any time and without notice and shall be entitled to compensation for the Work previously performed and for costs reasonably incurred in connection with the suspension or termination. In the event any payment due hereunder is not made when due, the Customer agrees to pay, on demand, as a late charge, one and one-half percent (1.5%) of the amount of the payment per month, limited by the maximum rate permitted by law, of each overdue amount (including accelerated balances) under the Agreement, Customer shall reimburse Siemens for Siemens' costs and expenses (including reasonable attorneys' and witnesses' fees) incurred for collection under this Agreement. In the event of a dispute by Customer regarding any portion or all of an invoiced amount, it shall notify Siemens in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice, the undisputed portion shall be paid when due, and interest on the disputed, unpaid portion shall accrue as aforesaid, from the date due until the date of payment, to the extent that such amounts are finally determined to be payable to Siemens.

**5.3** Except to the extent expressly agreed in writing, Siemens' fees do not include any taxes, excises, fees, duties or other government charges related to the Work, and Customer shall pay such amounts or reimburse Siemens for any amounts it pays. If Customer claims a tax exemption or direct payment permit, it shall provide Siemens with a valid exemption certificate or permit and indemnify, defend and hold Siemens harmless from any taxes, costs and penalties arising out of same.

**Article 6: Changes; Delays; Excused Performance**

**6.1** As the Work is performed, conditions may change or circumstances outside Siemens' reasonable control (such as changes of law) may develop which require Siemens to expend additional costs, effort or time to complete the Work, in which case Siemens shall notify Customer and an equitable adjustment made to the compensation and time for performance. In the event conditions or circumstances require the Work to be suspended or terminated, Siemens shall be compensated for the Work performed and for costs reasonable incurred in connection with the suspension or termination.

**6.2** Siemens shall not be responsible for loss, delay, injury, damage or failure of performance that may be caused by circumstances beyond its control, including but not limited to acts or omissions by Customer or its employees, agents or contractors, Acts of God, war, terrorism, civil commotion, acts or omissions of government authorities, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, computer viruses, program or system hackers, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials. In the event of any such circumstances, Siemens shall be excused from performance of the Work and the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period and the compensation equitably adjusted to compensate for additional costs Siemens incurs due to such circumstances.

**Article 7: Warranty; Disclaimers; Insurance; Allocation of Risk**

**7.1** (a) Until one year from either the date the Equipment is installed or the date of first beneficial use, whichever first occurs, all Equipment manufactured by Siemens or bearing its nameplate will be free from defects in material and workmanship arising from normal use and service.

(b) Labor for all Work under this Agreement is warranted to be free from defects for ninety (90) days after the earlier of the date the Work is substantially completed or the date of first beneficial use.

(c) To the extent that Software is a Deliverable as part of the Work for use in the Equipment or in a computer owned by the Customer, Customer agrees to take delivery of any such Software subject to (i)

any applicable Siemens or third party end-user license agreement ("EULA") accompanying such Software, or (ii), if no EULA accompanies such Software, the EULA posted at [www.usa.siemens.com/btcpseula](http://www.usa.siemens.com/btcpseula) (Siemens' EULA web site) for such Software used in or with the Equipment identified by product model or part number on the Siemens EULA web site. Such Software shall be warranted in accordance with its applicable EULA unless an exception is explicitly identified in the Document under this Agreement. For all other Equipment, Siemens hereby assigns to Customer, without recourse, any and all assignable warranties available from any manufacturer or supplier of such Equipment and such Software and will assist Customer in enforcement of such assigned warranties.

**7.2** (a) The limited warranties set forth in Section 6.1 will be void as to, and shall not apply to, any Work, Equipment or Software (i) repaired, altered or improperly installed by any person other than Siemens or its authorized representative; (ii) Equipment subjected to unreasonable or improper use or storage, used beyond rated conditions, operated other than per Siemens' or the manufacturer's instructions, or otherwise subjected to improper maintenance, negligence or accident; (iii) damaged because of any use of the Work after Customer has, or should have, knowledge of any defect in the Work; or (iv) Equipment not manufactured, fabricated and assembled by Siemens or not bearing Siemens' nameplate. However, Siemens assigns to Customer, without recourse, any and all assignable warranties available from any manufacturer, supplier, or subcontractor of such Equipment and will assist Customer in enforcement of such assigned warranties.

(b) Any claim under the limited warranty granted above must be made in writing to Siemens within thirty (30) days after discovery of the claimed defect unless discovered directly by Siemens. Such limited warranty only extends to Customer and not to any subsequent owner of the Equipment. Customer's sole and exclusive remedy for any Work not conforming with this limited warranty is limited to, at Siemens' option, (i) repair or replacement of defective components of covered Equipment, or (ii) reperformance of the defective portion of the Work.

(c) Siemens shall not be required to repair or replace more than the component(s) of the Equipment actually found to be defective. Siemens' warranty liability shall not exceed the purchase price of such component(s). Repaired or replaced Equipment will be warranted hereunder only for the remaining portion of the original warranty period.

**7.3** THE EXPRESS LIMITED WARRANTIES PROVIDED ABOVE ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CAPACITY OR WORKMANSHIP, ALL EXPRESS OR IMPLIED WARRANTIES AGAINST THIRD PARTY INTELLECTUAL PROPERTY ("IP") INFRINGEMENTS (INCLUDING PATENT, COPYRIGHT AND OTHER REGISTERED OR UNREGISTERED THIRD PARTY IP RIGHTS) OR DEFECTS, WHETHER HIDDEN OR APPARENT, AND EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO COMPLIANCE OF THE EQUIPMENT AND DELIVERABLES WITH THE REQUIREMENTS OF ANY LAW, REGULATION, SPECIFICATION OR CONTRACT RELATIVE THERETO, WHICH ARE HEREBY EXPRESSLY DISCLAIMED. SIEMENS MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT ANY EQUIPMENT PROVIDED HEREUNDER WILL PREVENT ANY LOSS, OR WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. The limited express warranties and representation set forth in this Agreement may only be modified or supplemented in a writing signed by a duly authorized signatory of Siemens.

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**7.4** Siemens shall maintain the following insurance while performing the Work:

Workers' Compensation	Statutory
Employers' Liability	\$1,000,000 each accident
Commercial General Liability	\$1,000,000 per occurrence and \$5,000,000 in the aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate

**7.5** Risk of loss of materials and Equipment furnished by Siemens shall pass to Customer upon delivery to Customer's premises, and Customer shall be responsible for protecting and insuring them against theft and damage.

**7.6** WITH RESPECT TO ANY LIABILITY (WARRANTY OR OTHERWISE) THAT SIEMENS MAY HAVE UNDER THIS AGREEMENT, IN NO EVENT SHALL SIEMENS BE LIABLE (INCLUDING WITHOUT LIMITATION, UNDER ANY THEORY IN TORTS) FOR ANY LOSS OF USE, REVENUE, ANTICIPATED PROFITS OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS AND/OR LOST BUSINESS OPPORTUNITIES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE WORK WHETHER ARISING IN WARRANTY, TORT, CONTRACT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, WHETHER, FOR WARRANTY, LATE OR NON-DELIVERY OF ANY WORK, AND WHETHER SIEMENS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Siemens reserves the right to control the defense and settlement of any claim for which Siemens has an obligation to indemnify hereunder.

**7.7** It is understood and agreed by and between the parties that Siemens is not an insurer and this Agreement is not intended to be an insurance policy or a substitute for an insurance policy. Fees are based solely upon the value of the Work provided hereunder, and are unrelated to the value of Customer's property or the property of others on Customer's premises. Accordingly, Siemens' aggregate liability for any and all claims, losses or expenses (including attorneys fees) arising out of this Agreement, or out of any Work or goods furnished under this Agreement, whether based in contract, negligence, strict liability, agency, warranty, trespass, indemnity or any other theory of liability, shall be limited to the lesser of \$1,000,000 or the total compensation received by Siemens from Customer under this Agreement.

**7.8** The parties acknowledge that the price which Siemens has agreed to perform its Work and obligations under this Agreement is calculated based upon the foregoing limitations of liability, and that Siemens has expressly relied on, and would not have entered into this Agreement but for such limitations of liability.

**Article 8: Hazardous Materials Provisions**

**8.1** The Work does not include directly or indirectly performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal or treatment of Oil or Hazardous Materials. Except as disclosed pursuant to Section 8.3, Customer represents that there is no asbestos or any other hazardous or toxic materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the regulations promulgated thereunder, and other applicable federal, state or local law ("Hazardous Materials"), present at Customer's locations where Work is performed. Siemens will notify Customer immediately if it discovers or suspects the presence of any Hazardous Material. All Work has been priced and agreed to by Siemens in reliance on Customer's representations as set forth in this Section 8.1. The presence of Hazardous Materials constitutes a change in the Proposed Solution equivalent to a change order whose terms must be agreed to by Siemens before its obligations hereunder will continue.

**8.2** Customer shall be solely responsible for testing, abating, encapsulating, removing, remediating or neutralizing such Hazardous Materials, and for the costs thereof. Even if an appropriate change

order has been entered into pursuant to Section 8.1 above, Siemens will continue to have the right to stop the Work until the job site is free from Hazardous Materials. In such event, Siemens will receive an equitable extension of time to complete its Work, and compensation for delays caused by Hazardous Materials remediation. In no event shall Siemens be required or construed to take title, ownership or responsibility for such Oil or Hazardous Materials. Customer shall sign any required waste manifests in conformance with all government regulations, listing Customer as the generator of the waste.

**8.3** Customer warrants that, prior to the execution of the Agreement, it has notified Siemens in writing of any and all Hazardous Materials present, potentially present or likely to become present at Customer's locations and has provided a copy of any jobsite safety policies, including but not limited to lock-out and tag procedures, laboratory procedures, chemical hygiene plan, material safety data sheets or other items covered or required to be disclosed or maintained by federal, state, or local laws, regulations or ordinances.

**8.4** For separate consideration of \$10 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledge, Customer shall indemnify, defend and hold Siemens harmless from and against any damages, losses, costs, liabilities or expenses (including attorneys' fees) arising out of any Oil or Hazardous Materials or from Customer's breach of, or failure to perform its obligations under, Sections 8.1, 8.2 or 8.3.

**Article 9: Import / Export Indemnity**

**9.1** Customer acknowledges that Siemens is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work or Equipment or services provided under the Contract, including any export license requirements. Customer agrees that such Work or Equipment or Software shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Siemens of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. CUSTOMER AGREES TO INDEMNIFY AND HOLD Siemens HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

**Article 10: Small Business Concern**

SIEMENS shall adhere to FAR 52.219-8 regarding the "Utilization of Small Business Concerns", as part of its Commercial Small Business Subcontracting Agreement with the federal government. SIEMENS' policy is to offer small business concerns, including small disadvantaged businesses, women owned small businesses, HUBZone small businesses, veteran owned small businesses and service disabled veteran owned small businesses, the "maximum practical opportunity" to participate in performing contracts let by any commercial entity, local government or federal agency, including subcontracts for subsystems, assemblies, components, and related services for major systems.





PROPOSAL 23000505  
BY THE CITY ADMINISTRATOR:

RESOLUTION NO.:

**230432**

PRESENTED:

**NOV 27 2023**

ADOPTED:

**RESOLUTION TO INDUSTRIAL APPLIED TECHNOLOGIES FORMERLY W.S.I. INDUSTRIAL SERVICES, INC. FOR WPC  
EAST TANK CLEANING CONTRACT CHANGE ORDER-2**

**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 lead to the adoption of Change Order-1 (Resolution 230307, Adopted 09/18/2023). However, the difficulty and complexity of the removing the debris will require even more additional time to complete.


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

**WHEREAS**, WPC recommends that Industrial Applied Technologies, who has exhausted all Council Approved funding, be awarded contract Change Order-2 for the East Tank Cleaning in the not to exceed amount of \$285,000.00 for the remaining bulk cleaning, a total final contract not to exceed amount of \$1,205,000.00.

Account Number	Account Name	Amount
590-550.300-801.000	WPC- Professional Services	\$250,000.00
590-550.300-976.000	Building Additions & Improvements	\$35,000.00
	Change Order 1	\$350,000.00
	<b>FY 2024 TOTAL</b>	<b>\$635,000.00</b>


**IT IS RESOLVED**, that the Proper City Officials are authorized to do all things necessary to approve Contract Change Order-2 with Industrial Applied Technologies, formerly W.S.I. Industrial Services, Inc., for the WPC East Tank Cleaning in the FY 2024 not to exceed amount of \$285,000.00, a revised final contract not to exceed amount of \$1,205,000.00.

**APPROVED AS TO FORM:**

  
William Kim (Nov 15, 2023 09:25 EST)


**William Kim, Chief Legal Officer**

**APPROVED AS TO FINANCE:**

  
Phillip Moore (Nov 15, 2023 10:58 EST)

**Phillip Moore, Chief Financial Officer**


**FOR THE CITY OF FLINT:**

  
CLYDE D EDWARDS (Nov 15, 2023 11:01 EST)

**Clyde Edwards, City Administrator**

**APPROVED BY CITY COUNCIL:**

**APPROVED AS TO PURCHASING:**



**Lauren Rowley, Purchasing Manager**

t:\weardyn\62024\admin\east tank cleaning co-2 resolution ib.docx





# CITY OF FLINT

## STAFF REVIEW FORM

**TODAY'S DATE:** 11/09/2023

**BID/PROPOSAL:** P23000505

**ITEM TITLE:** East Tank Cleaning - Change Order 2

**PREPARED BY:** Jeanette Best, DPW/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 digestion. 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 the physical characteristics of the debris that must be removed from the tank has solidified and hardened. This discovery lead to the adoption of Change Order-1 (Resolution 230307, Adopted 09/18/2023). However, the difficulty and complexity of the removing the debris will require even more additional time to complete.

For this reason, Change Order 2 in the not to exceed amount of \$285,000.00 with an additional 3-month extension of the contract is required to complete the job. It is recommended that, Industrial Applied Technologies be awarded the contract Change Order-2 for the East Tank Cleaning in the not to exceed amount of \$285,000.00, revised contract not to exceed amount \$1,205,000.00.

**FINANCIAL IMPLICATIONS:** None

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

Dept.	Name of Account	Account Number	Amount
DPW-WPC	Professional Services	590-550.300-801.000	\$250,000.00
	Building Additions & Improvements	590-550.300-976.000	\$35,000.00
		Change Order 1	\$350,000.00
		<b>FY 2024 TOTAL</b>	<b>\$635,000.00</b>

**PRE-ENCUMBERED?** YES ☒ NO ☐ **REQUISITION NO:** 240007953

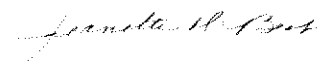
**ACCOUNTING APPROVAL:**  **Date:** 11/14/2023

**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, DPW/WPC Manager)



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 guranteed completion 11 to 12 weeks

**Total Pricing: \$285,000**

**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. We wil bill at a daily rate of \$4,500 a day this will include removing all solids from the tank to make sure mixers are free of material, jetting of all lines in the tank and cleaning of basement. Also demobilization of all boxes, equipment and cleaning of the pad. Completion of project not to exceed \$285,000.00

Thank You for your consideration:

Tim Bearden

President

Email: [tbearden.iatllc@gmail.com](mailto:tbearden.iatllc@gmail.com)

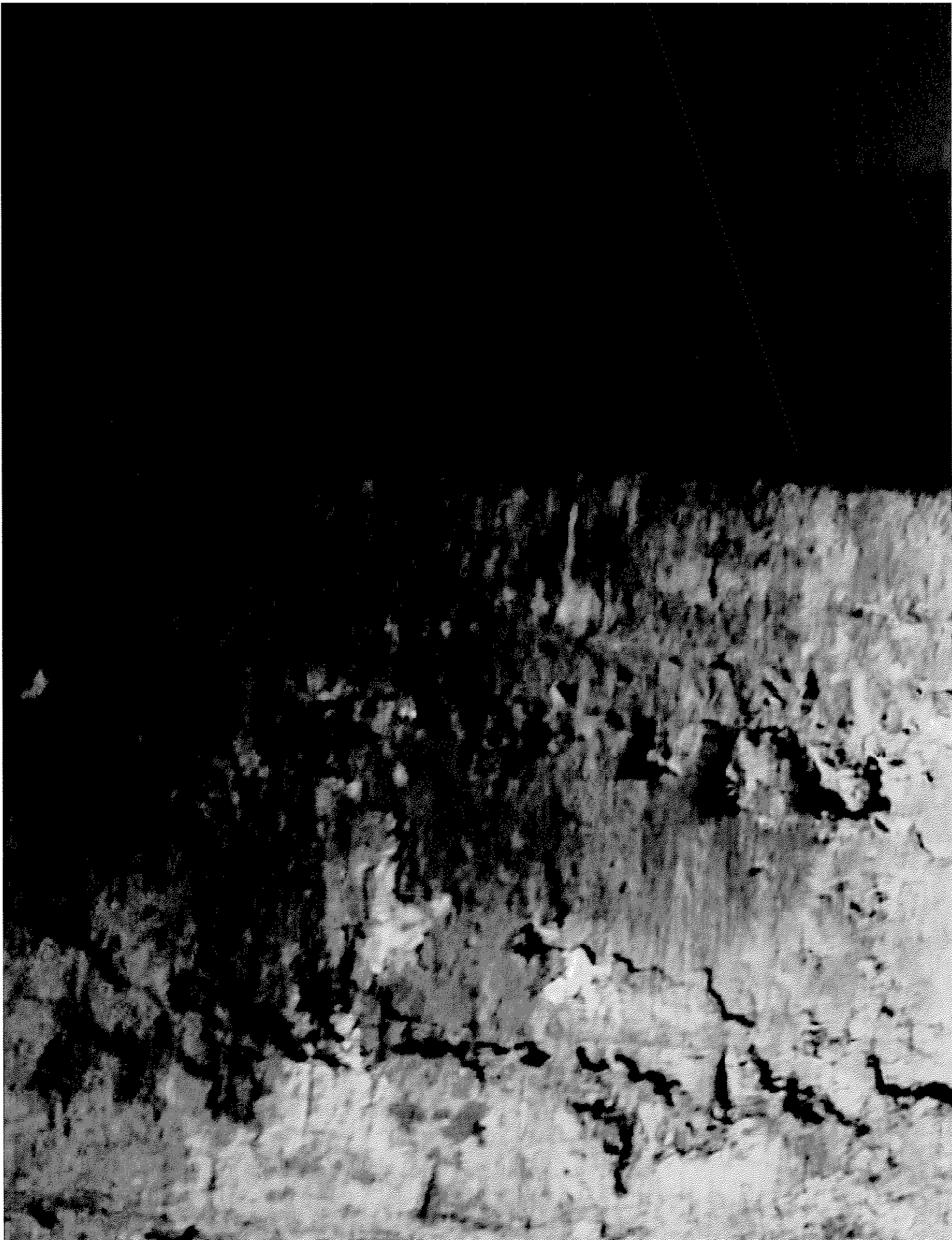
Phone #501-773-7904

2381 W Stadium Blvd Ann Arbor, Mi

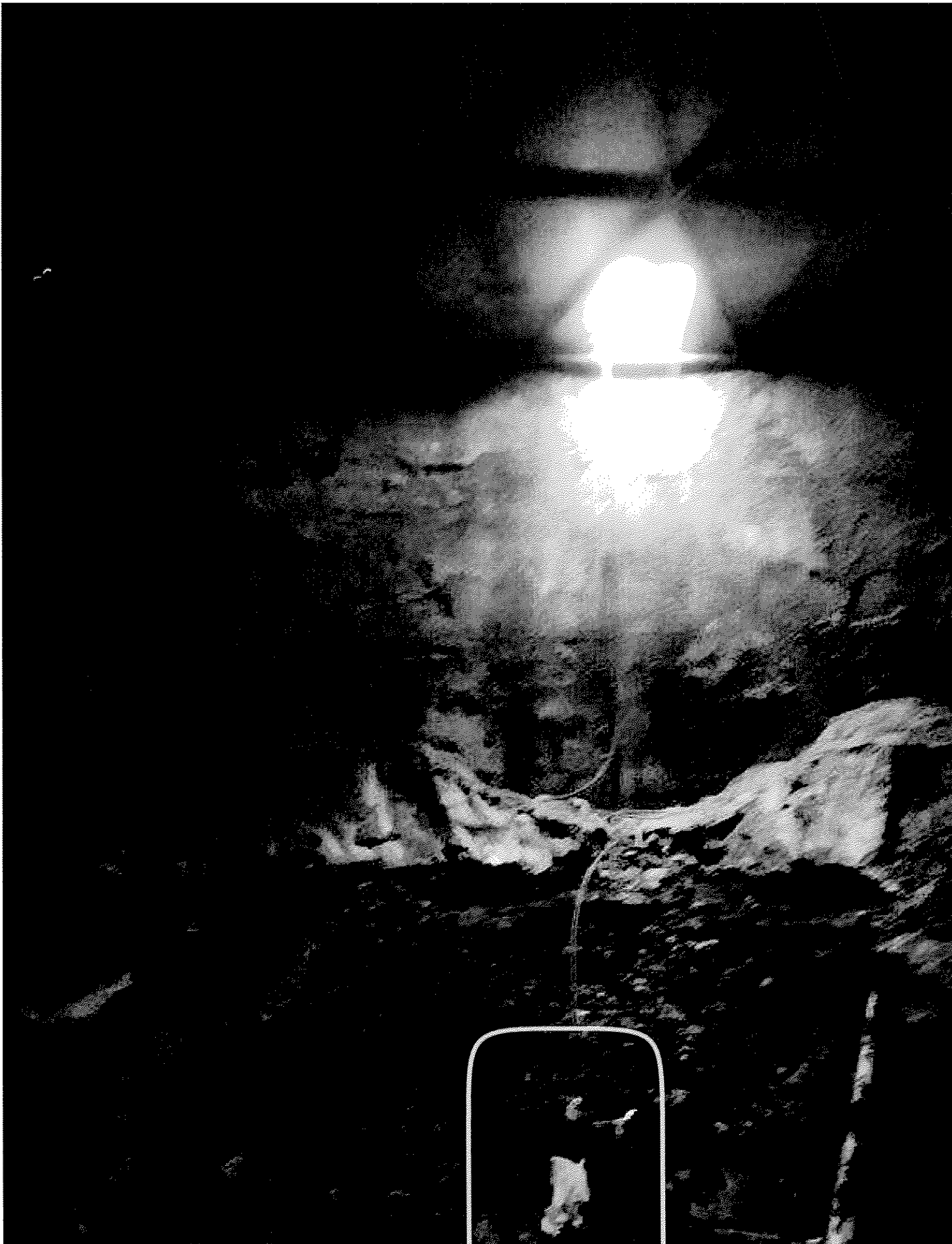
48103













RESOLUTION NO.:

230433

PRESENTED:

NOV 27 2023

ADOPTED:

PROPOSAL #24000520

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO LAKESTAR CONSTRUCTION SERVICES FOR LEAD BASED PAINT HAZARD  
CONTROL ABATEMENT SERVICES**

**WHEREAS**, The Division of Purchases & Supplies solicited proposals for Licence Lead Provider Services for the Office of Public Health, Lead Based Paint Hazard Control Division.

**WHEREAS**, The Division of Lead Based Paint Hazard control has awarded a qualified vendor, LakeStar Construction Services, Inc. Detroit, MI, this proposal at a requested FY23 cost of \$197,480.00. LakeStar will conduct lead abatement services and Healthy Homes repairs of all lead hazards on (11) units within the city.


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


Account Number	Account Name/ Grant Code	Amount
296-171.711-801.000	Professional Services/FHUD LBPHC21	\$156,750.00
296-172.711-801.000	Professional Services/HH LBPHC21	\$40,730.00
	<b>FY2023 TOTAL</b>	<b>\$197,480.00</b>

**IT IS RESOLVED**, that the Proper City Officials are hereby authorized to enter into a contract with LakeStar Construction Services, Inc. For Lead Remediation Services for FY23-FY24 (12/01/23-03k/30/24 in an amount not-to-exceed \$197,480.00.

**APPROVED AS TO FORM:**

**APPROVED AS TO FINANCE:**

  
William Kim (Nov 13, 2023 13:22 EST)


  
Phillip Moore (Nov 13, 2023 14:01 EST)

**William Kim, City Attorney**

**Phillip Moore, Chief Financial Officer**

**FOR THE CITY OF FLINT:**

**APPROVED BY CITY COUNCIL:**

  
CLYDE D EDWARDS (Nov 14, 2023 13:05 EST)  
**Clyde Edwards, City Administrator**

\_\_\_\_\_  
**City Council**

**APPROVED AS TO PURCHASING:**

*Lauren Rowley*

Lauren Rowley, Purchasing Manager

Administration 03/06/2020



**CITY OF FLINT**

## **STAFF REVIEW FORM**

**TODAY'S DATE:** 11 / 13 / 2023

**BID/PROPOSAL#** 24000520

**AGENDA ITEM TITLE:** Professional Service Contract with LakeStar Construction Services Inc. for Lead Abatement Services

**PREPARED BY** Michael O.D. Carpenter, Lead Based Paint Hazard Control Manager – Office of Public Health *(Please type name and Department)*

**VENDOR NAME:** LakeStar Construction Services INC

### **BACKGROUND/SUMMARY OF PROPOSED ACTION:**

The COF LBPHC strategy includes a combination of abatement and interim control methods, with emphasis on the use of interim controls when substrates are in fair or better condition. The COF LBPHC Program's key hazard elimination strategy will be the replacement of all operable prime windows, doors, and siding identified with lead paint hazards in each unit. The contractor is to provide oversight for lead hazard control projects to assure compliance with state and federal guidelines for these activities.

Licensed/Lead certified Contractor experienced in performing Lead Based Paint Hazard interim control and/or abatement Scope of Work determined by COF LBPHC Program Manager and a City of Flint

approved Lead Inspector/Risk Assessor provided LIRA Report. Conducting remediation of identified and documented health and safety hazards that are individualized for each of the housing units selected to receive this work where lead hazard control activities are being completed for 11 units.

**FINANCIAL IMPLICATIONS:** \$197,480

Dept.	Name of Account	Account Number	Grant Code	Amount
Mayor	Professional Services/ Lead Abatement	296-171.711-801.000	FHUD- LBPHC 21	\$156,750

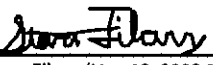



Mayor	Professional Services/Healthy Homes	296-172.711-801.000	FHUD-LBPHC 21	\$40,730
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<b>FY23 GRAND TOTAL</b>	<b>\$197,480</b>
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BUDGETED EXPENDITURE? ☒ YES ☐ NO IF NO, PLEASE EXPLAIN:

PRE-ENCUMBERED? ☒ YES ☐ NO REQUISITION NO:

ACCOUNTING APPROVAL:  Date: 11/13/2023  
Steven Filary (Nov 13, 2023 13:24 EST)

FINANCE APPROVAL:  Date: 11/13/2023  
Phillip Moore (Nov 13, 2023 14:01 EST)

WILL YOUR DEPARTMENT NEED A CONTRACT? ☒ YES ☐ NO  
(If yes, please indicate how many years for the contract) 2 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 \$197,480

BUDGET YEAR 2 0

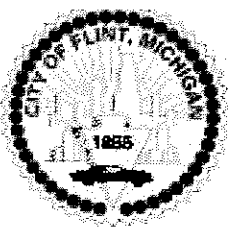
BUDGET YEAR 3 0

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

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

DEPARTMENT HEAD SIGNATURE:   
Shelly Sparks-Green (Nov 13, 2023 17:43 EST)

**DEPARTMENT HEAD MUST SIGN**



## **CITY OF FLINT**

Department of Finance

### Division of Purchases & Supplies

Sheldon A. Neeley

**Mayor**

November 13, 2023


**TO:** Lauren Rowley, Purchasing Manager  
Jarín McGee, Chief Buyer

**FROM:** Michael O.D. Carpenter  
Program Manager

**SUBJECT:** BID AWARD- P2400520

The Department of Purchases and Supplies solicited proposals for Lead Based Paint Hazard Service Provider for the Lead Based Paint Hazard Control Program at the City of Flint Office of Public Health. (2) Sealed proposals were received.

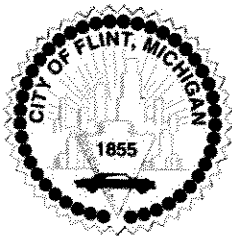
Upon careful review and consideration of these proposals, We, Shelly Michael Carpenter and Mikesha Loring recommend awarding LakeStar Construction Services 11 out of the 13 homes. As they provided the proposal that best suits the City of Flint's Lead Based Paint Hazard Control program.

X   
Michael Carpenter (Nov 14, 2023 12:40 EST)

**SIGNATURE**

**11/14/2023**

**Today's Date**



RESOLUTION NO.:

230434

PRESENTED:

NOV 27 2023

ADOPTED:

**RESOLUTION TO PROCEED WITH ARPA FUNDS GAP FINANCING FOR RESIDENTIAL  
AND MIXED-USE PROJECTS**

**BY THE CITY ADMINSTRATOR**

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

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

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

**Whereas** The Mayor and administration recommend funding **Latinx Technology and Community Center** \$175,000. The mixed-use project for the Berlanga building characterizes development strategy as one that 1) provides three or more significant revenue-producing uses; such as early education, leasable office space supporting authentic Latinx businesses, and organizations), 2) fosters integration, density, and compatibility of land uses, and 3) enhances a walkable community with uninterrupted pedestrian connections. The proposed LTCC project is directly aligned with the recommendations set forth by the State of Michigan’s - Coronavirus Task Force on Racial Disparities by developing a mixed-use project offering early education and leased office space for youth social/emotional programs.  
; and

**Whereas** The Gap Financing approved by City Council in the amount of \$1,400,000 from the category of Neighborhood Improvement # HB06 as part of Resolution 220464.1, the Proposed ARPA Allocation Plan, on October 24, 2022. The information can also be found under the Blight and Housing tab on the excel spreadsheet provided by E&Y; and

Outlined in the City of Flint ARPA plan, the desired outcomes for this category are:

- Decreased blighted structures.
- Decrease migration out of Flint.
- Increased property values.
- More diverse housing options.

Mayor Neeley and the administration were tasked with adjusting the amounts awarded and the committee recommended organizations to ensure that the total amount awarded aligns with the council approved budget for Gap Financing. The Ad-hoc committee recommendations that were marked removed by the Mayor have either applied for funds in other categories or are already awarded funding in others.

Below is a chart of the Ad-hoc Committee recommendations (highlighted in orange) and Mayor Neeley's recommendations in the left column (highlighted in green). The reason for the adjustments to the Ad-hoc Committee's recommendations is the \$2,150,000 awarded exceeded this category's funding availability and therefore was not in compliance with the council approved Proposed ARPA Allocation plan of \$1,400,000; and

<b>Gap Finance</b>					
<b>ORGANIZATION</b>	<b>FUNDED PROJECT PURPOSE</b>	<b>ORIGINAL REQUEST FROM COMMITTEE</b>	<b>MAYOR RECOMMENDATIONS</b>	<b>CONTRACT #</b>	<b>APP. #</b>
MADE Institute	Renovate 5 Transitional Houses	\$100,000	Fully Fund	287-723.600-801.000	1114
Communities First	Affordable Housing - 716 S. Grand Traverse	\$125,000	Fully Fund	287-723.200-801.000	1184
Communities First	Roof for Oak St. Senior Apts.	\$150,000	Removed		1252
Metro Community Development	24 Single Family Homes	\$200,000	Removed		1061
Habitat for Humanity	Sylvan Court Almost Home Project	\$150,000	Fully Funded	287-723.400-801.000	1110
Uptown Reinvestment Corp	Rehab GCCARD Building - Flint Children's Museum	\$250,000	Removed		1160
YMCA	50 Residential Units	\$200,000	Fully Funded	287-723.900-801.000	1167
McFarlan	800 E. Court	\$150,000	Fund at \$125,000	287-723.702-801.000	1177
McFarlan	700 E. Court	\$150,000	Fund at \$125,000	287-723.701-801.000	1179
Catholic Charities	Sacred Heart Village	\$500,000	Fund at \$400,000	287-723.100-801.000	1188
Latinx Technology and Community Center	Early Childhood Center	\$175,000	Fully Fund	287-723.500-801.000	1226
		<b>Total \$2,150,000</b>	<b>Total \$1,400,000</b>		

Attached to this resolution, you will find a detailed organization description including summary, date established, past projects, and purpose of the requested funds listed on their ARPA application.

Funding is to come from the following account:

CONTRACT #	APP. #	ORGANIZATION	FUNDED PROJECT PURPOSE	PROPOSED AWARD
287-723.500-801.000	1226	Latinx Technology and Community Center	Early Childhood Center	\$175,000

**IT IS RESOLVED** that the appropriate City officials are authorized to do all things necessary to provide funding to **Latinx Technology and Community Center** 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). The City of Flint's ARPA compliance firm Ernst and Young has reviewed and approved compliance with the latest US Department of Treasury final rules. **Total Amount \$175,000**

**For the City:**

*Clyde D. Edwards*  
Clyde D. Edwards (Nov 17, 2023 11:26 EST)

**Clyde D. Edwards, City Administrator**

**For the City Council:**

\_\_\_\_\_

**Approved as to Form:**

*William Kim*  
William Kim (Nov 16, 2023 11:52 EST)

**William Kim, City Attorney**

**Approved as to Finance:**

*Phillip Moore*  
Phillip Moore (Nov 16, 2023 13:06 EST)

**Phillip Moore, Interim Chief Financial Office**

## **RESOLUTION STAFF REVIEW**

**Date:** October 15, 2023

### **Agenda Item Title:**

#### **RESOLUTION TO PROCEED WITH ARPA FUNDS GAP FINANCING FOR RESIDENTIAL AND MIXED-USE PROJECTS**

### **Prepared by:**

Shelly Spark-Green, Chief Resilience Officer

### **Background/Summary of Proposed Action:**

**Latinx Technology and Community Center:** *Funding request and purpose:* **Requesting \$175,000**

The mixed-use project for the Berlanga building characterizes development strategy as one that 1) provides three or more significant revenue-producing uses; such as early education, leasable office space supporting authentic Latinx businesses, and organizations), 2) fosters integration, density, and compatibility of land uses, and 3) enhances a walkable community with uninterrupted pedestrian connections. The proposed LTCC project is directly aligned with the recommendations set forth by the State of Michigan's - Coronavirus Task Force on Racial Disparities by developing a mixed-use project offering early education and leased office space for youth social/emotional programs.

**History:** Latinx is an inclusive term to all genders, and it is an alternative term for Latino and Latina. In 2019, the Board of Directors evolved the long-established organizational name and ethnic identifying term from Hispanic to Latinx. Defined and recommended by the youth leadership program participants, the organizational leadership envisioned a community center that represents and reflects the diversity of the community it serves.

Throughout the last decade, the Latinx Technology & Community Center (LTCC) has been engaged with neighbors and community leaders on the Eastside of Flint to support blight elimination and productive reuse of vacant spaces. LTCC has been a long-time participant in the Land Bank's Clean & Green Program and has purchased and revitalized several vacant lots near the LTCC building.

**Past Projects:** In 2018, LTCC completed a revitalization of two adjacent vacant lots, creating a neighborhood pocket-park and revitalizing a busy bus stop used by many LTCC clients and the community. This project launched a greater interest and commitment from the LTCC Board of Directors and community in pursuing more significant revitalization of the surrounding area—with a long-term vision of transforming Lewis Street into Flint's Latinx District.

**Desired Outcomes:** In 2021, LTCC initiated the purchase of the vacant "Berlanga" building in the Lewis Street Corridor that when developed appropriately, will act as a tipping point for attracting new investment and residents to the Latinx District, and other locations throughout the City of Flint. The redevelopment strategy fosters community design that addresses the economy, community, public health, and educational outcomes of the surrounding neighborhood.

CONTRACT #	APP. #	ORGANIZATION	FUNDED PROJECT PURPOSE	PROPOSED AWARD
287-723.500-801.000	1226	Hispanic Technology Center	Early Childhood Center	\$175,000

**Financial Implications:** ARPA funds must be obligated by 12/31/24 and fully expended by 12/31/26.

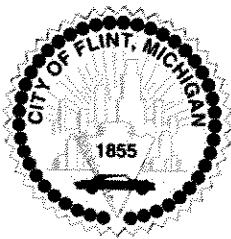
**Budgeted Expenditure:** Yes \_\_\_ No X Please explain, if no:

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

**Other Implications:** No other implications are known currently.

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

**APPROVAL** Shelly Sparks-Green  
 Shelly Sparks-Green (Nov 16, 2023 15:26 EST)  
 Shelly Spark-Green, Chief Resilience Officer



RESOLUTION NO.: 230435

PRESENTED: NOV 27 2023

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

**RESOLUTION TO PROCEED WITH ARPA FUNDS GAP FINANCING FOR RESIDENTIAL  
AND MIXED-USE PROJECTS**

**BY THE CITY ADMINSTRATOR**

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

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

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

**Whereas** The Mayor and administration recommend funding **McFarlan Villages** \$125,000 for to expand quality and affordable housing in Flint, directly affecting the older adult minority population. Eight Hundred (800) E. Court Street is home to over 149 older adults 55 and older, with the average resident being 67 years old. Of these residents, 78% identify as part of a racial minority population.; and

**Whereas** The Gap Financing approved by City Council in the amount of \$1,400,000 from the category of Neighborhood Improvement # HB06 as part of Resolution 220464.1, the Proposed ARPA Allocation Plan, on October 24, 2022. The information can also be found under the Blight and Housing tab on the excel spreadsheet provided by E&Y; and

Outlined in the City of Flint ARPA plan, the desired outcomes for this category are:

- Decreased blighted structures.
- Decrease migration out of Flint.
- Increased property values.
- More diverse housing options.

Mayor Neeley and the administration were tasked with adjusting the amounts awarded and the committee recommended organizations to ensure that the total amount awarded aligns with the council approved budget for Gap Financing. The Ad-hoc committee recommendations that were marked removed by the Mayor have either applied for funds in other categories or are already awarded funding in others.

Below is a chart of the Ad-hoc Committee recommendations (highlighted in orange) and Mayor Neeley’s recommendations in the left column (highlighted in green). The reason for the adjustments to the Ad-hoc Committee’s recommendations is the \$2,150,000 awarded exceeded this category’s funding availability and therefore was not in compliance with the council approved Proposed ARPA Allocation plan of \$1,400,000; and



<b>Gap Finance</b>					
<b>ORGANIZATION</b>	<b>FUNDED PROJECT PURPOSE</b>	<b>ORIGINAL REQUEST FROM COMMITTEE</b>	<b>MAYOR RECOMMENDATIONS</b>	<b>CONTRACT #</b>	<b>APP. #</b>
MADE Institute	Renovate 5 Transitional Houses	\$100,000	Fully Fund	287-723.600-801.000	1114
Communities First	Affordable Housing - 716 S. Grand Traverse	\$125,000	Fully Fund	287-723.200-801.000	1184
Communities First	Roof for Oak St. Senior Apts.	\$150,000	Removed		1252
Metro Community Development	24 Single Family Homes	\$200,000	Removed		1061
Habitat for Humanity	Sylvan Court Almost Home Project	\$150,000	Fully Funded	287-723.400-801.000	1110
Uptown Reinvestment Corp	Rehab GCCARD Building - Flint Children's Museum	\$250,000	Removed		1160
YMCA	50 Residential Units	\$200,000	Fully Funded	287-723.900-801.000	1167
McFarlan	800 E. Court	\$150,000	Fund at \$125,000	287-723.702-801.000	1177
McFarlan	700 E. Court	\$150,000	Fund at \$125,000	287-723.701-801.000	1179
Catholic Charities	Sacred Heart Village	\$500,000	Fund at \$400,000	287-723.100-801.000	1188
Hispanic Technology Center	Early Childhood Center	\$175,000	Fully Fund	287-723.500-801.000	1226
		<b>Total \$2,150,000</b>	<b>Total \$1,400,000</b>		

Attached to this resolution, you will find a detailed organization description including summary, date established, past projects, and purpose of the requested funds listed on their ARPA application.

Funding is to come from the following account:

CONTRACT #	APP. #	ORGANIZATION	FUNDED PROJECT PURPOSE	PROPOSED AWARD
287-723.702-801.000	1177	McFarlan	800 E. Court	\$125,000

**IT IS RESOLVED** that the appropriate City officials are authorized to do all things necessary to provide funding to **McFarlan Villages** 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). The City of Flint's ARPA compliance firm Ernst and Young has reviewed and approved compliance with the latest US Department of Treasury final rules. **Total Amount \$125,000**

**For the City:**

*Clyde D. Edwards*  
Clyde D. Edwards (Nov 17, 2023 11:34 EST)

**Clyde D. Edwards, City Administrator**

**For the City Council:**

\_\_\_\_\_

**Approved as to Form:**

*William Kim*  
William Kim (Nov 16, 2023 11:52 EST)

**William Kim, City Attorney**

**Approved as to Finance:**

*Phillip Moore*  
Phillip Moore (Nov 16, 2023 13:05 EST)

**Phillip Moore, Interim Chief Financial Office**

## **RESOLUTION STAFF REVIEW**

**Date:** October 15, 2023

### **Agenda Item Title:**

#### **RESOLUTION TO PROCEED WITH ARPA FUNDS GAP FINANCING FOR RESIDENTIAL AND MIXED-USE PROJECTS**

### **Prepared by:**

Shelly Spark-Green, Chief Resilience Officer

### **Background/Summary of Proposed Action:**

**McFarlan Villages:** *Funding request and purpose* **Requesting \$150,000 awarded \$125,000**

McFarlan Villages is to expand quality and affordable housing in Flint, directly affecting the older adult minority population. Eight Hundred (800) E. Court Street is home to over 149 older adults 55 and older, with the average resident being 67 years old. Of these residents, 78% identify as part of a racial minority population.

*History:* McFarlan Villages located at 700 E. Kearsley Street Flint, MI 48503 is committed to providing quality, affordable housing solutions for seniors. Our portfolio of properties includes housing for senior women in an assisted living facility and apartments for those who desire a more active lifestyle. McFarlan Villages is backed by a private foundation which allows it to provide innovative amenities and services to the residents it serves – all at the most competitive pricing available. When you are looking for senior living with a difference, consider a McFarlan Residential property. With all the features and amenities this truly is senior living simplified. The mission of McFarlan is to maximize opportunities for quality of life by providing safe and affordable housing and caring services for diverse older adults in the greater Flint community.

<b>CONTRACT #</b>	<b>APP. #</b>	<b>ORGANIZATION</b>	<b>FUNDED PROJECT PURPOSE</b>	<b>PROPOSED AWARD</b>
287-723.702-801.000	1177	McFarlan	800 E. Court	\$125,000

**Financial Implications:** ARPA funds must be obligated by 12/31/24 and fully expended by 12/31/26.

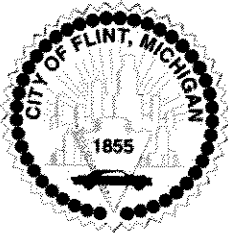
**Budgeted Expenditure:** Yes \_\_\_ No X **Please explain, if no:**

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

**Other Implications:** No other implications are known currently.

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

**APPROVAL** Shelly Sparks-Green  
ShellySparks-Green (Nov 16, 2023 15:27 EST)  
Shelly Spark-Green, Chief Resilience Officer



RESOLUTION NO.: 230436

PRESENTED: NOV 27 2023

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

**RESOLUTION TO PROCEED WITH ARPA FUNDS GAP FINANCING FOR RESIDENTIAL  
AND MIXED-USE PROJECTS**

**BY THE CITY ADMINSTRATOR**

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

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

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

**Whereas** The Mayor and administration recommend funding **Young Men's Christian Association of Flint (YMCA) \$200,000 for The Harrison Street Project** - a redevelopment of a previously vacated space located at the corner of East 3rd Street and Harrison Street into a mixed-use building with affordable housing and community center. This project will increase vitality and vibrancy around downtown and attract new residents, visitors, and businesses to Flint. Located across the street from the MTA bus station, this location is prime for Flint residents and visitors alike with its ease of access from public transportation and connection to new housing options. The five-story structure will combine 50 units of a residential rental housing complex; and

**Whereas** The Gap Financing approved by City Council in the amount of \$1,400,000 from the category of Neighborhood Improvement # HB06 as part of Resolution 220464.1, the Proposed ARPA Allocation Plan, on October 24, 2022. The information can also be found under the Blight and Housing tab on the excel spreadsheet provided by E&Y; and

Outlined in the City of Flint ARPA plan, the desired outcomes for this category are:

- Decreased blighted structures.
- Decrease migration out of Flint.
- Increased property values.
- More diverse housing options.

Mayor Neeley and the administration were tasked with adjusting the amounts awarded and the committee recommended organizations to ensure that the total amount awarded aligns with the council approved budget for Gap Financing. The Ad-hoc committee recommendations that were marked removed by the Mayor have either applied for funds in other categories or are already awarded funding in others.

Below is a chart of the Ad-hoc Committee recommendations (highlighted in orange) and Mayor Neeley's recommendations in the left column (highlighted in green). The reason for the adjustments to the Ad-hoc Committee's recommendations is the \$2,150,000 awarded exceeded this category's funding availability and therefore was not in compliance with the council approved Proposed ARPA Allocation plan of \$1,400,000; and

<b>Gap Finance</b>					
<b>ORGANIZATION</b>	<b>FUNDED PROJECT PURPOSE</b>	<b>ORIGINAL REQUEST FROM COMMITTEE</b>	<b>MAYOR RECOMMENDATIONS</b>	<b>CONTRACT #</b>	<b>APP. #</b>
MADE Institute	Renovate 5 Transitional Houses	\$100,000	Fully Fund	287-723.600-801.000	1114
Communities First	Affordable Housing - 716 S. Grand Traverse	\$125,000	Fully Fund	287-723.200-801.000	1184
Communities First	Roof for Oak St. Senior Apts.	\$150,000	Removed		1252
Metro Community Development	24 Single Family Homes	\$200,000	Removed		1061
Habitat for Humanity	Sylvan Court Almost Home Project	\$150,000	Fully Funded	287-723.400-801.000	1110
Uptown Reinvestment Corp	Rehab GCCARD Building - Flint Children's Museum	\$250,000	Removed		1160
YMCA	50 Residential Units	\$200,000	Fully Funded	287-723.900-801.000	1167
McFarlan	800 E. Court	\$150,000	Fund at \$125,000	287-723.702-801.000	1177
McFarlan	700 E. Court	\$150,000	Fund at \$125,000	287-723.701-801.000	1179
Catholic Charities	Sacred Heart Village	\$500,000	Fund at \$400,000	287-723.100-801.000	1188
Latinx Technology and Community Center	Early Childhood Center	\$175,000	Fully Fund	287-723.500-801.000	1226
		<b>Total \$2,150,000</b>	<b>Total \$1,400,000</b>		

Attached to this resolution, you will find a detailed organization description including summary, date established, past projects, and purpose of the requested funds listed on their ARPA application.

Funding is to come from the following account:

CONTRACT #	APP. #	ORGANIZATION	FUNDED PROJECT PURPOSE	PROPOSED AWARD
287-723.900-801.000	1167	YMCA	Redevelop 50 Residential Units	\$200,000

**IT IS RESOLVED** that the appropriate City officials are authorized to do all things necessary to provide funding to Young Men's Christian Association of Flint (YMCA) 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). The City of Flint's ARPA compliance firm Ernst and Young has reviewed and approved compliance with the latest US Department of Treasury final rules. **Total Amount \$200,000**

**For the City:**

*Clyde D. Edwards*  
Clyde D. Edwards (Nov 17, 2023 11:41 EST)

**Clyde D. Edwards, City Administrator**

**For the City Council:**

\_\_\_\_\_

**Approved as to Form:**

*William Kim*  
William Kim (Nov 16, 2023 11:50 EST)

**William Kim, City Attorney**

**Approved as to Finance:**

*Phillip Moore*  
Phillip Moore (Nov 16, 2023 13:04 EST)

**Phillip Moore, Interim Chief Financial Office**

## **RESOLUTION STAFF REVIEW**

**Date:** October 15, 2023

### **Agenda Item Title:**

#### **RESOLUTION TO PROCEED WITH ARPA FUNDS GAP FINANCING FOR RESIDENTIAL AND MIXED-USE PROJECTS**

### **Prepared by:**

Shelly Spark-Green, Chief Resilience Officer

### **Background/Summary of Proposed Action:**

**Young Men's Christian Association of Flint (YMCA):** *Funding request and purpose:* **Requesting \$200,000**

The Harrison Street Project - a redevelopment of a previously vacated space located at the corner of East 3rd Street and Harrison Street into a mixed-use building with affordable housing and community center. This project will increase vitality and vibrancy around downtown and attract new residents, visitors, and businesses to Flint. Located across the street from the MTA bus station, this location is prime for Flint residents and visitors alike with its ease of access from public transportation and connection to new housing options.

The five-story structure will combine 50 units of a residential rental housing complex managed by Uptown Reinvestment Corporation (URC) and a newly constructed 50,000 square foot Downtown YMCA Branch (the Y.) The Y's community entrance will include an aquatic center, gymnasium, cardio and weight rooms, gender neutral bathroom and changing areas, and common rooms for community partners. Although we have secured nearly \$39,000,000 in funding, we still have a gap of \$1.6 million to fully fund the project. Our market research shows us that we can expect to increase our membership with a new facility. This would result in over 1,600 additional new members coming to Downtown Flint on a regular basis, strengthening not only themselves, but also our community through the economic impact of increasing traffic and visits to local restaurants, shops, and markets.

**History:** The YMCA is the leading nonprofit committed to strengthening community by empowering young people, improving the health and well-being of people of all ages and inspiring action in and across communities. This project greatly benefits minority populations in the local community. Sixty-four percent of the members who use the Downtown YMCA identify as African American, Hispanic, Pacific-Islander or Native American. We serve Ward 1; Ward 2; Ward 3; Ward 4; Ward 5; Ward 6; Ward 7; Ward 8; Ward 9.

**Past Projects:** The Y gives kids, adults and families an opportunity to get involved with community-based service projects that make a real difference. Whether it's planning a food drive, leading a cleanup effort or contributing to a community garden, together, everyone can help build a stronger community.

**Desired Outcomes:** The project will improve the health and wellness of Flint residents by offering programs and amenities that address chronic disease, obesity, and mental health. Residents will recreate year-round, participate in group exercise, healthy eating, and health education classes. Families will find a facility that embraces whole-family fitness and education. The facility will also include the only functional swimming pool in the city of Flint that allows youth without requiring membership to the facility. The project will also provide economic development by attracting new visitors to Flint.

CONTRACT #	APP. #	ORGANIZATION	FUNDED PROJECT PURPOSE	PROPOSED AWARD
287-723.900-801.000	1167	YMCA	Redevelop 50 Residential Units	\$200,000

**Financial Implications:** ARPA funds must be obligated by 12/31/24 and fully expended by 12/31/26.

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

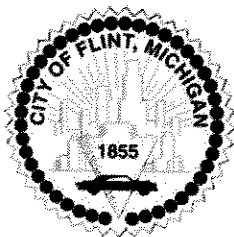
**Pre-encumbered:** Yes \_\_\_ No x **Requisition #:** \_\_\_\_\_

**Other Implications:** No other implications are known currently.

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

**APPROVAL** Shelly Sparks-Green  
 Shelly Sparks-Green (Nov 16, 2023 15:28 EST)  
 Shelly Spark-Green, Chief Resilience Officer





RESOLUTION NO.:

230437

PRESENTED:

NOV 27 2023

ADOPTED:

**RESOLUTION TO PROCEED WITH ARPA FUNDS GAP FINANCING FOR RESIDENTIAL  
AND MIXED-USE PROJECTS**

**BY THE CITY ADMINSTRATOR**

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

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

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

**Whereas** The Mayor and administration recommend funding **Communities First** \$125,000 Communities First to renovate the property at 716 S Grand Traverse (located at 716 S Grand Traverse, Flint, MI 48502) is a renovation project of a two-story home to offer naturally occurring affordable housing units. This formerly single-family residence has been divided into 5 existing units, which will be upgraded and rehabilitated into high quality, affordable energy-efficient housing. This project has received an acquisition rehabilitation commercial loan from ELGA Credit Union and will be receiving local and state subsidies; and

**Whereas** The Gap Financing approved by City Council in the amount of \$1,400,000 from the category of Neighborhood Improvement # HB06 as part of Resolution 220464.1, the Proposed ARPA Allocation Plan, on October 24, 2022. The information can also be found under the Blight and Housing tab on the excel spreadsheet provided by E&Y; and

Outlined in the City of Flint ARPA plan, the desired outcomes for this category are:

- Decreased blighted structures.
- Decrease migration out of Flint.
- Increased property values.
- More diverse housing options.

Mayor Neeley and the administration were tasked with adjusting the amounts awarded and the committee recommended organizations to ensure that the total amount awarded aligns with the council approved budget for Gap Financing. The Ad-hoc committee recommendations that were marked removed by the Mayor have either applied for funds in other categories or are already awarded funding in others.

Below is a chart of the Ad-hoc Committee recommendations (highlighted in orange) and Mayor Neeley’s recommendations in the left column (highlighted in green). The reason for the adjustments to the Ad-hoc

Committee's recommendations is the \$2,150,000 awarded exceeded this category's funding availability and therefore was not in compliance with the council approved Proposed ARPA Allocation plan of \$1,400,000; and

<b>Gap Finance</b>					
<b>ORGANIZATION</b>	<b>FUNDED PROJECT PURPOSE</b>	<b>ORIGINAL REQUEST FROM COMMITTEE</b>	<b>MAYOR RECOMMENDATIONS</b>	<b>CONTRACT #</b>	<b>APP. #</b>
MADE Institute	Renovate 5 Transitional Houses	\$100,000	Fully Fund	287-723.600-801.000	1114
Communities First	Affordable Housing - 716 S. Grand Traverse	\$125,000	Fully Fund	287-723.200-801.000	1184
Communities First	Roof for Oak St. Senior Apts.	\$150,000	Removed		1252
Metro Community Development	24 Single Family Homes	\$200,000	Removed		1061
Habitat for Humanity	Sylvan Court Almost Home Project	\$150,000	Fully Funded	287-723.400-801.000	1110
Uptown Reinvestment Corp	Rehab GCCARD Building - Flint Children's Museum	\$250,000	Removed		1160
YMCA	50 Residential Units	\$200,000	Fully Funded	287-723.900-801.000	1167
McFarlan	800 E. Court	\$150,000	Fund at \$125,000	287-723.702-801.000	1177
McFarlan	700 E. Court	\$150,000	Fund at \$125,000	287-723.701-801.000	1179
Catholic Charities	Sacred Heart Village	\$500,000	Fund at \$400,000	287-723.100-801.000	1188
Hispanic Technology Center	Early Childhood Center	\$175,000	Fully Fund	287-723.500-801.000	1226
		<b>Total \$2,150,000</b>	<b>Total \$1,400,000</b>		

Attached to this resolution, you will find a detailed organization description including summary, date established, past projects, and purpose of the requested funds listed on their ARPA application.

Funding is to come from the following account:

CONTRACT #	APP. #	ORGANIZATION	FUNDED PROJECT PURPOSE	PROPOSED AWARD
287-723.200-801.000	1184	Communities First	Affordable Housing - 716 S. Grand Traverse	\$125,000

**IT IS RESOLVED** that the appropriate City officials are authorized to do all things necessary to provide funding to Communities First 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). The City of Flint's ARPA compliance firm Ernst and Young has reviewed and approved compliance with the latest US Department of Treasury final rules. **Total Amount \$125,000**

**For the City:**

*Clyde D. Edwards*  
Clyde D. Edwards (Nov 17, 2023 11:43 EST)

**Clyde D. Edwards, City Administrator**

**For the City Council:**

\_\_\_\_\_

**Approved as to Form:**

*William Kim*  
William Kim (Nov 16, 2023 11:32 EST)

**William Kim, City Attorney**

**Approved as to Finance:**

*Phillip Moore*  
Phillip Moore (Nov 16, 2023 12:59 EST)

**Phillip Moore, Interim Chief Financial Office**

## **RESOLUTION STAFF REVIEW**

**Date:** October 15, 2023

### **Agenda Item Title:**

#### **RESOLUTION TO PROCEED WITH ARPA FUNDS GAP FINANCING FOR RESIDENTIAL AND MIXED-USE PROJECTS**

### **Prepared by:**

Shelly Spark-Green, Chief Resilience Officer

### **Background/Summary of Proposed Action:**

#### **Communities First: Funding request and purpose: Requesting \$125,000 Affordable Housing**

**Fund Purpose** - Communities First to renovate the property at 716 S Grand Traverse (located at 716 S Grand Traverse, Flint, MI 48502) is a renovation project of a two-story home to offer naturally occurring affordable housing units. This formerly single-family residence has been divided into 5 existing units, which will be upgraded and rehabilitated into high quality, affordable energy-efficient housing. This project has received an acquisition rehabilitation commercial loan from ELGA Credit Union and will be receiving local and state subsidies.

The proposed bedroom mix is (1) 2 bed/1 bath, (1) 2 bed/1.5 bath, (3) 1 bed/1 bath. **Scope of work and planned improvements** include a complete renovation of interior and exterior of building. This refers to the replacement of windows, doors, flooring, appliances, cabinetry, and fixtures. In addition, bathroom and kitchen renovations are planned for all units. HVAC will be replaced for the building. Walls will be scrapped and repainted for all units. The exterior siding will be repaired, along with gutters and roof replacement. The insulation will be upgraded. The fireplace on the first level may be repaired. The property is currently unoccupied in Ward 5.

**History:** The mission of Communities First, Inc. is to build healthy, vibrant communities through economic development, affordable housing and innovative programming. Founded in 2010 by Glenn and Essence Wilson, Communities First, Inc. has grown extensively in just a few short years. As Flint natives who are passionate about their hometown, it only made sense to focus their efforts on the Flint area. The combination of their skills with those of a dedicated board of directors has allowed Communities First Inc. to do great work in the Flint community.

**Past projects:** The first project that the organization took on was the Oak Street Senior Apartments, formerly known as Oak School in Flint, Michigan. This \$5.1 million project has opened the doors for future projects and is a great starting point for Communities First, Inc.

**Desired Outcome:** This project seeks to alleviate the profound demand for quality, safe, affordable housing, especially for those affected by the COVID-19 pandemic, while also providing housing for middle-income levels. Our recently completed projects, Coolidge Park Apartments and Berkley Place Apartments, have more demand than units available. We seek to offer 716 S Grand Traverse as a desirable affordable housing option that is high-quality, safe, and healthy.

CONTRACT #	APP. #	ORGANIZATION	FUNDED PROJECT PURPOSE	PROPOSED AWARD
287-723.200-801.000	1184	Communities First	Affordable Housing - 716 S. Grand Traverse	\$125,000

**Financial Implications:** ARPA funds must be obligated by 12/31/24 and fully expended by 12/31/26.

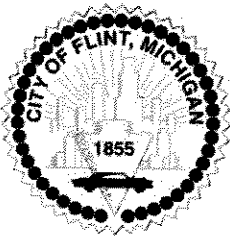
**Budgeted Expenditure:** Yes \_\_\_ No X Please explain, if no:

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

**Other Implications:** No other implications are known currently.

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

**APPROVAL** Shelly Sparks-Green  
 Shelly Sparks-Green (Nov 16, 2023 15:29 EST)  
 Shelly Spark-Green, Chief Resilience Officer



RESOLUTION NO.: 230438

PRESENTED: NOV 27 2023

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

**RESOLUTION TO PROCEED WITH ARPA FUNDS GAP FINANCING FOR RESIDENTIAL  
AND MIXED-USE PROJECTS**

**BY THE CITY ADMINSTRATOR**

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

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

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

**Whereas,** The Mayor and administration recommend funding The **MADE Institute** \$100,000 to transform a commercial property located at the northeast corner of Martin Luther King Boulevard and West Flint Park Boulevard. The property consists of two structures, a one-story building of approximately 2,000 square feet and a two-story building of 8,000 square feet. Rehabilitation of this property will result in a mixed-use facility that will house 1) MADE Institute’s offices and programming, 2) program and training space for MADE clients, community service providers and education and training providers, 3) a computer lab, and 4) space for two social enterprise ventures; and

**Whereas,** The Gap Financing approved by City Council in the amount of \$1,400,000 from the category of Neighborhood Improvement # HB06 as part of Resolution 220464.1, the Proposed ARPA Allocation Plan, on October 24, 2022. The information can also be found under the Blight and Housing tab on the excel spreadsheet provided by E&Y; and

Outlined in the City of Flint ARPA plan, the desired outcomes for this category are:

- Decreased blighted structures.
- Decrease migration out of Flint.
- Increased property values.
- More diverse housing options.

Mayor Neeley and the administration were tasked with adjusting the amounts awarded and the committee recommended organizations to ensure that the total amount awarded aligns with the council approved budget for Gap Financing. The Ad-hoc committee recommendations that were marked removed by the Mayor have either applied for funds in other categories or are already awarded funding in others.

Below is a chart of the Ad-hoc Committee recommendations (highlighted in orange) and Mayor Neeley’s recommendations in the left column (highlighted in green). The reason for the adjustments to the Ad-hoc

Committee's recommendations is the \$2,150,000 awarded exceeded this category's funding availability and therefore was not in compliance with the council approved Proposed ARPA Allocation plan of \$1,400,000; and

<b>Gap Finance</b>					
<b>ORGANIZATION</b>	<b>FUNDED PROJECT PURPOSE</b>	<b>ORIGINAL REQUEST FROM COMMITTEE</b>	<b>MAYOR RECOMMENDATIONS</b>	<b>CONTRACT #</b>	<b>APP. #</b>
MADE Institute	Renovate 5 Transitional Houses	\$100,000	Fully Fund	287-723.600-801.000	1114
Communities First	Affordable Housing - 716 S. Grand Traverse	\$125,000	Fully Fund	287-723.200-801.000	1184
Communities First	Roof for Oak St. Senior Apts.	\$150,000	Removed		1252
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Hispanic Technology Center	Early Childhood Center	\$175,000	Fully Fund	287-723.500-801.000	1226
		<b>Total \$2,150,000</b>	<b>Total \$1,400,000</b>		

Attached to this resolution, you will find a detailed organization description including summary, date established, past projects, and purpose of the requested funds listed on their ARPA application.



Funding is to come from the following account:

CONTRACT #	APP. #	ORGANIZATION	FUNDED PROJECT PURPOSE	PROPOSED AWARD
287-723.600-801.000	1114	MADE Institute	Renovate 5 Transitional Houses	\$100,000

**IT IS RESOLVED** that the appropriate City officials are authorized to do all things necessary to provide funding to The MADE Institute 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). The City of Flint's ARPA compliance firm Ernst and Young has reviewed and approved compliance with the latest US Department of Treasury final rules. **Total Amount \$100,000**

**For the City:**

*Clyde D. Edwards*  
Clyde D. Edwards (Nov 17, 2023 11:43 EST)

**Clyde D. Edwards, City Administrator**

**For the City Council:**

\_\_\_\_\_

**Approved as to Form:**

*William Kim*  
William Kim (Nov 16, 2023 11:33 EST)

**William Kim, City Attorney**

**Approved as to Finance:**

*Phillip Moore*  
Phillip Moore (Nov 16, 2023 13:02 EST)

**Phillip Moore, Interim Chief Financial Office**



## **RESOLUTION STAFF REVIEW**

**Date:** October 15, 2023

### **Agenda Item Title:**

#### **RESOLUTION TO PROCEED WITH ARPA FUNDS GAP FINANCING FOR RESIDENTIAL AND MIXED-USE PROJECTS**

### **Prepared by:**

Shelly Spark-Green, Chief Resilience Officer

### **Background/Summary of Proposed Action:**

**Made Institute:** *Funding request and purpose:* **Requesting \$100,000 for Rehabilitating Property-**

**Fund Purpose** - MADE Institute has acquired, from the Genesee County Land Bank, a commercial property located at the northeast corner of Martin Luther King Boulevard and West Flint Park Boulevard. The property consists of two structures, a one-story building of approximately 2,000 square feet and a two-story building of 8,000 square feet. Rehabilitation of this property will result in a mixed-use facility that will house 1) MADE Institute's offices and programming, 2) program and training space for MADE clients, community service providers and education and training providers, 3) a computer lab, and 4) space for two social enterprise ventures. Owned by the MADE Institute, there is no mortgage on the property.

The total cost of the property rehabilitation is estimated at \$2,000,000. A total of \$300,000 in funding has been secured to date and a strategic funding plan is in its early stages of execution. Fundraising will continue over the next three years with a completion date targeted for May 2026. Enterprising Ventures of Color (EVC) is providing organizational and financial technical assistance for this project.

**History:** Founded in 2015, the MADE Institute serves citizens returning to Flint after incarceration and youth at risk of future criminal legal system engagement, including those aging out of foster care. MADE focuses its work on north Flint (Wards 1, 2 and 3.) We currently operate a network of nine transitional homes in those wards, providing case management, youth and adult programming, job training and health and wellness services. Our clients are 80% African American, 15% white, and 5% Hispanic.

We provide comprehensive case management, transitional housing and customized services to citizens returning to Flint following incarceration. MADE also serves young people at high risk of engagement with the criminal legal system, focusing on 16- to 24-year-olds unconnected to education/training programs or the labor force. Our construction skills training program acquires residential properties in north Flint from the Genesee County Land Bank and provides basic construction training and certifications, life skills and job readiness instruction. Properties are used for on-the-job training, personal coaching, and gaining construction experience.

**Past Projects:** MADE has renovated nine houses in northeast Flint that serve as transitional homes for returning citizens. Additional funding has recently been acquired to purchase and rehabilitate five additional homes.

**Desired Outcome:** When this project is finished, residents of north Flint will have a permanent and accessible service provider who continues to acquire and renovate north Flint properties, provides training, certification and work experience to youth and adults in construction and related trades, contributes to rebuilding the physical infrastructure of north Flint, and supports the establishment of new commercial business ventures.

CONTRACT #	APP. #	ORGANIZATION	FUNDED PROJECT PURPOSE	PROPOSED AWARD
287-723.600-801.000	1114	MADE Institute	Renovate 5 Transitional Houses	\$100,000

**Financial Implications:** ARPA funds must be obligated by 12/31/24 and fully expended by 12/31/26.

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

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

**Other Implications:** No other implications are known currently.

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

**APPROVAL** Shelly Sparks-Green  
 Shelly Sparks-Green (Nov 16, 2023 15:29 EST)  
 Shelly Spark-Green, Chief Resilience Officer



RESOLUTION NO.:

230439

PRESENTED:

NOV 27 2023

ADOPTED:

**RESOLUTION TO PROCEED WITH ARPA FUNDS GAP FINANCING FOR RESIDENTIAL  
AND MIXED-USE PROJECTS**

**BY THE CITY ADMINSTRATOR**

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

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

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

**Whereas** The Mayor and administration recommend funding **Genesee County Habitat for Humanity \$150,000 for Sylvan Court Almost Home Project:** The Sylvan Court Project helps families to create optimal outcomes by combining a hand up through our Almost Home Program with homeownership opportunities close to Flint’s growing Downtown. Sylvan Court is an 8-unit development comprising 4 townhomes and 2 sets of duplexes with a landscaped southern gateway to Memorial Park between them. The four townhomes were completed in 2021 and house the Almost Home Program to help families who currently don’t qualify for homeownership achieve their goal. The 2 sets of duplexes will be condomized and sold as individual units. They will be accessible for people with disabilities and will include a 1st floor bed and bath; and

**Whereas** The Gap Financing approved by City Council in the amount of \$1,400,000 from the category of Neighborhood Improvement # HB06 as part of Resolution 220464.1, the Proposed ARPA Allocation Plan, on October 24, 2022. The information can also be found under the Blight and Housing tab on the excel spreadsheet provided by E&Y; and

Outlined in the City of Flint ARPA plan, the desired outcomes for this category are:

- Decreased blighted structures.
- Decrease migration out of Flint.
- Increased property values.
- More diverse housing options.

Mayor Neeley and the administration were tasked with adjusting the amounts awarded and the committee recommended organizations to ensure that the total amount awarded aligns with the council approved budget for Gap Financing. The Ad-hoc committee recommendations that were marked removed by the Mayor have either applied for funds in other categories or are already awarded funding in others.

Below is a chart of the Ad-hoc Committee recommendations (highlighted in orange) and Mayor Neeley's recommendations in the left column (highlighted in green). The reason for the adjustments to the Ad-hoc Committee's recommendations is the \$2,150,000 awarded exceeded this category's funding availability and therefore was not in compliance with the council approved Proposed ARPA Allocation plan of \$1,400,000; and

<b>Gap Finance</b>					
<b>ORGANIZATION</b>	<b>FUNDED PROJECT PURPOSE</b>	<b>ORIGINAL REQUEST FROM COMMITTEE</b>	<b>MAYOR RECOMMENDATIONS</b>	<b>CONTRACT #</b>	<b>APP. #</b>
MADE Institute	Renovate 5 Transitional Houses	\$100,000	Fully Fund	287-723.600-801.000	1114
Communities First	Affordable Housing - 716 S. Grand Traverse	\$125,000	Fully Fund	287-723.200-801.000	1184
Communities First	Roof for Oak St. Senior Apts.	\$150,000	Removed		1252
Metro Community Development	24 Single Family Homes	\$200,000	Removed		1061
Habitat for Humanity	Sylvan Court Almost Home Project	\$150,000	Fully Funded	287-723.400-801.000	1110
Uptown Reinvestment Corp	Rehab GCCARD Building - Flint Children's Museum	\$250,000	Removed		1160
YMCA	50 Residential Units	\$200,000	Fully Funded	287-723.900-801.000	1167
McFarlan	800 E. Court	\$150,000	Fund at \$125,000	287-723.702-801.000	1177
McFarlan	700 E. Court	\$150,000	Fund at \$125,000	287-723.701-801.000	1179
Catholic Charities	Sacred Heart Village	\$500,000	Fund at \$400,000	287-723.100-801.000	1188
Hispanic Technology Center	Early Childhood Center	\$175,000	Fully Fund	287-723.500-801.000	1226
		<b>Total \$2,150,000</b>	<b>Total \$1,400,000</b>		

Attached to this resolution, you will find a detailed organization description including summary, date established, past projects, and purpose of the requested funds listed on their ARPA application.

Funding is to come from the following account:

CONTRACT #	APP. #	ORGANIZATION	FUNDED PROJECT PURPOSE	PROPOSED AWARD
287-723.400-801.000	1110	Habitat for Humanity	Sylvan Court Almost Home Project	\$150,000

**IT IS RESOLVED** that the appropriate City officials are authorized to do all things necessary to provide funding to Genesee County Habitat for Humanity 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). The City of Flint's ARPA compliance firm Ernst and Young has reviewed and approved compliance with the latest US Department of Treasury final rules. **Total Amount \$150,000**

**For the City:**

*Clyde D. Edwards*  
Clyde D. Edwards (Nov 17, 2023 11:44 EST)

**Clyde D. Edwards, City Administrator**

**For the City Council:**

\_\_\_\_\_

**Approved as to Form:**

*William Kim*  
William Kim (Nov 16, 2023 11:29 EST)

**William Kim, City Attorney**

**Approved as to Finance:**

*Phillip Moore*  
Phillip Moore (Nov 16, 2023 12:58 EST)

**Phillip Moore, Interim Chief Financial Office**

## **RESOLUTION STAFF REVIEW**

**Date:** October 15, 2023

### **Agenda Item Title:**

#### **RESOLUTION TO PROCEED WITH ARPA FUNDS GAP FINANCING FOR RESIDENTIAL AND MIXED-USE PROJECTS**

### **Prepared by:**

Shelly Spark-Green, Chief Resilience Officer

### **Background/Summary of Proposed Action:**

**Genesee County Habitat for Humanity:** *Funding request and purpose:* **Requesting \$150,000**

**Sylvan Court Almost Home Project:** The Sylvan Court Project helps families to create optimal outcomes by combining a hand up through our Almost Home Program with homeownership opportunities close to Flint's growing Downtown. Sylvan Court is an 8-unit development comprising 4 townhomes and 2 sets of duplexes with a landscaped southern gateway to Memorial Park between them. The four townhomes were completed in 2021 and house the Almost Home Program to help families who currently don't qualify for homeownership achieve their goal. The two sets of duplexes will be condomized and sold as individual units. They will be accessible for people with disabilities and will include a 1st floor bed and bath. Priority for these units will be given to prospective homeowners that are physically impaired or are taking care of someone that is physically impaired.

The City of Flint has committed \$442,348 in HOME funds and CHDO allocations, and an additional CHDO application has been submitted to support the project. Also \$74,200 in SHOP funds have been applied for through Habitat for Humanity International. GCHFH will also use funds from the sale of previous homes to support remaining gap funding.

**History:** Founded in 1990, **Genesee County Habitat for Humanity (GCHFH)** is one of nearly 1,400 United States affiliates of Habitat for Humanity International. Habitat for Humanity partners with people in your community, and all over the world, to help them build or improve a place they can call home. Habitat homeowners help build their own homes alongside volunteers and pay an affordable mortgage. With your support, Habitat homeowners achieve the strength, stability and independence they need to build a better life for themselves and for their families. Through our 2020 Strategic Plan, Habitat for Humanity will serve more people than ever before through decent and affordable housing.

**Past Projects:** Habitat for Humanity of Genesee County began in 1999 and is currently working on its 25th home. We provide affordable homeownership opportunities and can benefit minority populations that have been disproportionately impacted by COVID19 in several ways. More than 70% of the families GCHFH serves are minority populations that have been disproportionately impacted by COVID19. Habitat for Humanity works in more than 70 countries. Our advocacy efforts focus on policy reform to remove systemic barriers preventing low-income and historically underserved families from accessing adequate, affordable shelter.

**Desired Outcomes:** Overall, affordable homeownership opportunities can provide a range of benefits for minority populations that have been disproportionately impacted by COVID19. By building wealth, providing stability, and increasing access to credit, homeownership can help to mitigate some of the economic challenges faced by these communities during the pandemic.

CONTRACT #	APP. #	ORGANIZATION	FUNDED PROJECT PURPOSE	PROPOSED AWARD
287-723.400-801.000	1110	Habitat for Humanity	Sylvan Court Almost Home Project	\$150,000

**Financial Implications:** ARPA funds must be obligated by 12/31/24 and fully expended by 12/31/26.

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

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

**Other Implications:** No other implications are known currently.

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

**APPROVAL** Shelly Sparks-Green  
 Shelly Sparks-Green (Nov 16, 2023 15:30 EST)  
 Shelly Spark-Green, Chief Resilience Officer



RESOLUTION NO.: 230440

PRESENTED: NOV 27 2023

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

**RESOLUTION TO PROCEED WITH ARPA FUNDS GAP FINANCING FOR RESIDENTIAL  
AND MIXED-USE PROJECTS**

**BY THE CITY ADMINSTRATOR**

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

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

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

**Whereas** The Mayor and administration recommend funding **McFarlan Villages** \$125,000 To revitalize McFarlan Village's 700 E. Court Street property to attract and retain older adults in the community. By increasing the number of affordable housing units and creating a continuum of senior care, older adults can age in place in the heart of Flint and remain independent for as long as possible. In addition, aging in place costs significantly less than the alternative of moving to a nursing home. Currently, the closest community that offers all levels of care on one campus for older adults with low incomes is 70 miles away in the City of Detroit. This continuum of care will have different levels of health care, all on one campus. Creating a continuum of care near downtown Flint affords older adults a better quality of life with social networks and support systems, wellness activities, preventative health care, and managing disease through our onsite senior health center. All of these reduce unnecessary and costly hospitalizations.  
; and

**Whereas** The Gap Financing approved by City Council in the amount of \$1,400,000 from the category of Neighborhood Improvement # HB06 as part of Resolution 220464.1, the Proposed ARPA Allocation Plan, on October 24, 2022. The information can also be found under the Blight and Housing tab on the excel spreadsheet provided by E&Y; and

Outlined in the City of Flint ARPA plan, the desired outcomes for this category are:

- Decreased blighted structures.
- Decrease migration out of Flint.
- Increased property values.
- More diverse housing options.

Mayor Neeley and the administration were tasked with adjusting the amounts awarded and the committee recommended organizations to ensure that the total amount awarded aligns with the council approved



budget for Gap Financing. The Ad-hoc committee recommendations that were marked removed by the Mayor have either applied for funds in other categories or are already awarded funding in others.

Below is a chart of the Ad-hoc Committee recommendations (highlighted in orange) and Mayor Neeley's recommendations in the left column (highlighted in green). The reason for the adjustments to the Ad-hoc Committee's recommendations is the \$2,150,000 awarded exceeded this category's funding availability and therefore was not in compliance with the council approved Proposed ARPA Allocation plan of \$1,400,000; and

<b>Gap Finance</b>					
<b>ORGANIZATION</b>	<b>FUNDED PROJECT PURPOSE</b>	<b>ORIGINAL REQUEST FROM COMMITTEE</b>	<b>MAYOR RECOMMENDATIONS</b>	<b>CONTRACT #</b>	<b>APP. #</b>
MADE Institute	Renovate 5 Transitional Houses	\$100,000	Fully Fund	287-723.600-801.000	1114
Communities First	Affordable Housing - 716 S. Grand Traverse	\$125,000	Fully Fund	287-723.200-801.000	1184
Communities First	Roof for Oak St. Senior Apts.	\$150,000	Removed		1252
Metro Community Development	24 Single Family Homes	\$200,000	Removed		1061
Habitat for Humanity	Sylvan Court Almost Home Project	\$150,000	Fully Funded	287-723.400-801.000	1110
Uptown Reinvestment Corp	Rehab GCCARD Building - Flint Children's Museum	\$250,000	Removed		1160
YMCA	50 Residential Units	\$200,000	Fully Funded	287-723.900-801.000	1167
McFarlan	800 E. Court	\$150,000	Fund at \$125,000	287-723.702-801.000	1177
McFarlan	700 E. Court	\$150,000	Fund at \$125,000	287-723.701-801.000	1179
Catholic Charities	Sacred Heart Village	\$500,000	Fund at \$400,000	287-723.100-801.000	1188
Latinx Technology and Community Center	Early Childhood Center	\$175,000	Fully Fund	287-723.500-801.000	1226
		<b>Total \$2,150,000</b>	<b>Total \$1,400,000</b>		

Attached to this resolution, you will find a detailed organization description including summary, date established, past projects, and purpose of the requested funds listed on their ARPA application.

Funding is to come from the following account:

CONTRACT #	APP. #	ORGANIZATION	FUNDED PROJECT PURPOSE	PROPOSED AWARD
287-723.701-801.000	1179	McFarlan	700 E. Court	\$125,000

**IT IS RESOLVED** that the appropriate City officials are authorized to do all things necessary to provide funding to McFarlan Villages 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). The City of Flint's ARPA compliance firm Ernst and Young has reviewed and approved compliance with the latest US Department of Treasury final rules. **Total Amount \$125,000**

**For the City:**

*Clyde D. Edwards*  
Clyde D. Edwards (Nov 17, 2023 11:44 EST)

**Clyde D. Edwards, City Administrator**

**For the City Council:**

\_\_\_\_\_

**Approved as to Form:**

*William Kim*  
William Kim (Nov 16, 2023 11:27 EST)

**William Kim, City Attorney**

**Approved as to Finance:**

*Phillip Moore*  
Phillip Moore (Nov 16, 2023 12:56 EST)

**Phillip Moore, Interim Chief Financial Office**

## **RESOLUTION STAFF REVIEW**

**Date:** October 15, 2023

**Agenda Item Title:**

**RESOLUTION TO PROCEED WITH ARPA FUNDS GAP FINANCING FOR RESIDENTIAL  
AND MIXED-USE PROJECTS**

**Prepared by:**

Shelly Spark-Green, Chief Resilience Officer

**Background/Summary of Proposed Action:**

**McFarlan Villages:** *Funding request and purpose:* **Request \$150,000 awarded \$125,000 in ARPA funding.**

To revitalize McFarlan Village's 700 E. Court Street property to attract and retain older adults in the community. By increasing the number of affordable housing units and creating a continuum of senior care, older adults can age in place in the heart of Flint and remain independent for as long as possible. In addition, aging in place costs significantly less than the alternative of moving to a nursing home. Currently, the closest community that offers all levels of care on one campus for older adults with low incomes is 70 miles away in the City of Detroit.

This continuum of care will have different levels of health care, all on one campus. Creating a continuum of care near downtown Flint affords older adults a better quality of life with social networks and support systems, wellness activities, preventative health care, and managing disease through our onsite senior health center. All of these reduce unnecessary and costly hospitalizations.

**Desired Outcomes:** Enrich Fairfield Village, the College Cultural Center, and Flint's downtown, keeping it diverse, economically strong, and attractive by: increasing affordable senior housing improving older adults' access to healthcare, increasing access to technology and the internet, introducing environmentally friendly building practices, and energy-efficient appliances, introducing attractive buildings and grounds to help beautify the gateway to downtown Flint and the College Cultural Center area.

CONTRACT #	APP. #	ORGANIZATION	FUNDED PROJECT PURPOSE	PROPOSED AWARD
287-723.701-801.000	1179	McFarlan	700 E. Court	\$125,000

**Financial Implications:** ARPA funds must be obligated by 12/31/24 and fully expended by 12/31/26.

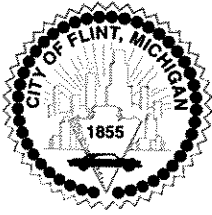
**Budgeted Expenditure:** Yes \_\_\_ No X Please explain, if no:

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

**Other Implications:** No other implications are known currently.

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

**APPROVAL** Shelly Sparks-Green  
 Shelly Sparks-Green (Nov 16, 2023 15:30 EST)  
 Shelly Spark-Green, Chief Resilience Officer



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

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

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

**RESOLUTION APPROVING LAND LEASE AGREEMENT WITH VERIZON WIRELESS FOR 935 STEVENS STREET**

**BY THE MAYOR:**

**WHEREAS**, Verizon Wireless seeks to enter into a long-term lease of property from the City of Flint, approximately 250 square feet located at an estimated address of 935 Stevens Street, City of Flint, Genesee County, Michigan, 48503, for the purposes of constructing and operating a cellular communications tower at that location; and

**WHEREAS**, Verizon Wireless and the City of Flint have agreed to the terms of a Land Lease Agreement, attached here by reference, by which the City shall be paid \$1,100/mon. commencing on December 1, 2023, with that amount increasing by 5% each year for a period of seven (7) additional five (5) year renewal terms; and

**IT IS RESOLVED**, that the Flint City Council approves the Land Lease Agreement between the City of Flint and Verizon Wireless.

**APPROVED BY CITY COUNCIL:**

**APPROVED BY THE MAYOR:**

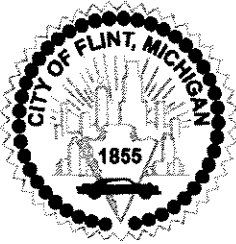
\_\_\_\_\_  
**Eric Mays, City Council President**

\_\_\_\_\_  
**Sheldon A Neeley, Mayor**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**William Kim, Acting City Attorney**

230353



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

PRESENTED: OCT - 4 2023

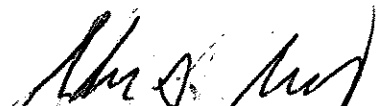
ADOPTED: \_\_\_\_\_

**RESOLUTION APPROVING APPOINTMENT OF FREDA WILLIAMS TO THE ETHICS AND ACCOUNTABILITY BOARD**

Mayor Sheldon A. Neeley appoints Freda Williams, of 1802 Barth St., Flint, MI 48504, to the Ethics and Accountability Board, to fill the remainder of the six-year term ending on June 26, 2026.

**BE IT RESOLVED** that the Flint City Council approves the appointment of Freda Williams, of 1802 Barth St., Flint, MI 48504, to the Ethics and Accountability Board, to fill the remainder of the six-year term ending on June 26, 2026.

**FOR THE CITY OF FLINT:**

  
\_\_\_\_\_  
Sheldon A. Neeley, Mayor

**APPROVED BY CITY COUNCIL:**

\_\_\_\_\_

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
William Kim, City Attorney

# Freda E. Williams

Email – [Blondy2@att.net](mailto:Blondy2@att.net)

Address- 1802 Barth St. Flint MI 48504

Phone-810.239.7954

I retired from Hurley Medical Center March-2015 with 36 ½ years of dedicated service. It was so rewarding to work at a place where everyone was a piece of the puzzle. “ Clinical Excellence , Service to People ” has always been the main goal. I served on many committees during my time there. The two that stand out the most are Cultural Diversity and The Children’s Miracle Network Employee Campaign where I spent 25 years. Being in such a diverse atmosphere, it allowed me to interact with people from all over the globe. My primary job was Health Information Analyst. I was responsible for making sure all health records were properly documented. I worked closely with all Physicians, Residents, Nurse Praticionors, Nurses and anyone who needed to document in a patients record. I took pride in my job and gave 100%. My expertise in problem solving and maintaing comprehensive database containing patient information enhanced my ability to help move the hospital forward in the era of technology.

## *Skills*

- Record auditing
- Handling of record request
- Customer satisfaction
- Physician satisfaction
- Critical thinker and problem solver

## *Work History*

Health Information Analyst June 1985- March 2015

Hurley Medical Center Flint, MI

Mail Room Clerk June 1978-1985

Hurley Medical Center Flint MI

Bank Teller November 1976-June 1977

Genesee Bank S. Saginaw St Flint, MI

Int. Clerk – March 1975-November 1976

Internal Revenue Service Flint MI

## *Education*

Baker College 1987-1989

Earned Certification for job promotion (No degree)

Ross Business Institute 1974-1976

2 year certification in Clerical, basic office skills

Flint Northwestern High School C/O 1974 Graduate

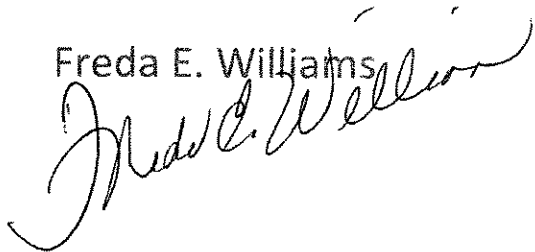
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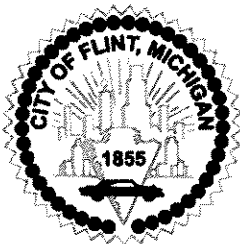
My name is Freda E. Williams. I am and have been a proud resident of Flint Michigan my entire life. I was born and raised on the north side of the city where I attended Jefferson, Holmes Middle School and Northwestern High School graduating in 1974. I am a wife, mother grandmother Aunt and sister to 8 siblings. I Love my city and I am willing to put forth much effort to make it a better place to live and work. I am always willing to go the extra mile for success.

Seeing Flint in a better place is very important to me. We deserve so much especially or seniors and our youth. I really would like to be a part of the process in moving our city forward.

Freda E. Williams

A handwritten signature in black ink, appearing to read "Freda E. Williams", written in a cursive style.

230354



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

PRESENTED: OCT - 4 2023

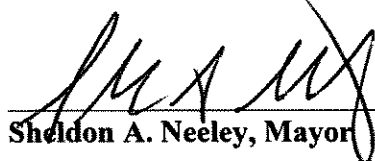
ADOPTED: \_\_\_\_\_

**RESOLUTION APPROVING APPOINTMENT OF PASTOR JEFFREY HAWKINS TO THE  
LOCAL OFFICER COMPENSATION COMMISSION**

Mayor Sheldon A. Neeley appoints Jeffrey Hawkins, of 1410 Sunnyside Ave, Flint, MI 48503, to the Local Officers Compensation Commission, to fill the remainder of a 7-year term ending on June 30, 2028, to fill the seat previously held by Phillip Thompson, whose appointment term ended on August 7, 2019.

**BE IT RESOLVED** that the Flint City Council approves the appointment of Pastor Jeffrey Hawkins, of 1410 Sunnyside Ave, Flint, MI 48503, to serve the remainder of a seven-year term on the Local Officers Compensation Commission, with such term commencing immediately and expiring on June 30, 2028.

**FOR THE CITY OF FLINT:**

  
Sheldon A. Neeley, Mayor

**APPROVED BY CITY COUNCIL:**

\_\_\_\_\_

**APPROVED AS TO FORM:**

  
William Kim, City Attorney

**Jeffery A. Hawkins, Sr.**  
**1401 Sunnyside Ave.**  
**Flint, Michigan 48503**  
**(810) 691-3558**  
**Jeffhawkins3@gmail.com**

**Objective:**

To assist in the rebuilding of lives of men and women with quality life education for the betterment of themselves, their family, and the community in which they live. To offer my experience to assure equality and professionalism across the board.

**Employment History:**

**Flint Board of Ed. Paraprofessional**

**Special Education** Carry out the plans and directions outlined by the lead teacher.  
**1993-2007** as well as facilitate programs that were directed by the principal.  
or the Special Education Department. I also worked with several  
teams within the schools which assisted in after school activities.

**Business Owner Cleaning Service**

**Flint, MI** Manage a cleaning service in the Genesee County area where I  
**1995 – Current** provide services to residential and commercial clients.

**Pastor Prince of Peace Baptist Church**

**Flint, MI** I was the lead pastor of the above-mentioned church where.  
**2006-2022** we had approximately 150 members. Thru the church I worked with  
several organizations which objectives are but not limited to blight,  
safety economic growth and producing a better quality of life.  
for the residents of the city of Flint as well as the county.

**Executive Pastor Joy Tabernacle Church.**

**Flint, MI** I currently serve as the executive pastor, where I carry out the day to day  
**2023-Current** operation of the church under the leadership of Senior Pastor Robert  
McCathern.

**Other Work:** **Former Board member and Secretary at the Eagle's Nest Academy**  
**Former member of the Cease Fire Initiative with the City of Flint**  
**Board member of Community Foundation of Greater Flint**  
**Board member of Genesee Health and Human Services**  
**Board member of Flint Strive**  
**Motivational Speaker and Trainer on Diversity, including training**  
**the Sheriff's Department**  
**Member of C.A.U.T.I.O.N. with Michigan State Police**

**Education:**

Midwestern Baptist College  
Seeking a bachelor's degree in Christian Education  
and Church Administration

**Additional Training and Certification:**

First Aid and CPR Training 3/11