

# **City of Flint, Michigan**

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



## **Meeting Agenda – FINAL**

**Wednesday, April 17, 2024**

**5:00 PM**

**CITY COUNCIL CHAMBERS**

### **FINANCE COMMITTEE**

*Judy Priestley, Chairperson, Ward 4*

*Leon El-Alamin, Ward 1  
Quincy Murphy, Ward 3  
Tonya Burns, Ward 6  
Dennis Pfeiffer, Ward 8*

*Ladel Lewis, Ward 2  
Jerri Winfrey-Carter, Ward 5  
Candice Mushatt, Ward 7  
Eva L. Worthing, Ward 9*

*Davina Donahue, City Clerk*

**ROLL CALL****REQUEST FOR CHANGES AND/OR ADDITIONS TO THE AGENDA****CLOSED (EXECUTIVE) SESSION**

*The Department of Law requests a Closed Session for the purpose of discussing the pending Administrative Consent Order.*

**PUBLIC SPEAKING**

*Members of the public shall have no more than three (3) minutes to address the City Council on any subject. Only one speaking opportunity per speaker.*

**COUNCIL RESPONSE**

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

**CONSENT AGENDA**

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

**RESOLUTIONS****240088** Reallocation of ARPA Funds/Police Department/Police Training

Resolution resolving that the appropriate City officials are authorized to do all things necessary, including executing any agreements necessary to appropriate funding from the funding source account #187-287.000-963.000 to the City of Flint Police Department in the amount of \$100,000. Based on review and validation of the appropriate fund use by the City's compliance firm, implementation of these funds will be consistent and compliant with the US Department of Treasury requirements and previously approved authorizations. [NOTE: City Administration recommends reallocating \$100,000.00 of ARPA funds, previously obligated for revenue replacement, to provide funding for Police Training, with PS-02 of the ARPA Allocation plan from resolution 220464.1.]

**240089** Reallocation of ARPA Funds/BIPOC Emerging Developer Program

Resolution resolving that the appropriate City officials are authorized to do all things and execute any agreements necessary to appropriate funding in the current and future fiscal years, as described above, for as long as the funds

are available. Prior to any disbursement of funds, the City of Flint's ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury rules. [NOTE: City Administration recommends reallocating \$375,000 of ARPA funds, previously obligated for revenue replacement, to provide funding to contract with LISC for a BIPOC Emerging Developer training / predevelopment grant program. Reallocated funds will be moved from Acct #101-287.000-963.000.

**240115** Consent to Entry of Stipulation and Notice/Concerned Pastors for Social Action Et Al v City of Flint Et Al

Resolution resolving that the City Council approves authorizing the Department of Law to consent to entry of the Stipulation and Notice in the case of Concerned Pastors for Social Action, et al. v City of Flint, et al., United States District Court, Eastern District of Michigan, Case No. 16-10277. [NOTE: An Executive (Closed) Session was held on this matter on March 20, 2024.]

**240120** Contract/Ernst & Young/Management of ARPA Funds (Revised FY24)

Resolution resolving that the appropriate City Officials can enter into Year 3 of the amended ARPA Compliance Services Contract with Ernst & Young LLP, in the amount not to exceed \$738,025.00 for a for FY2024 (07/01/23-06/30/24). Based on review and validation of the appropriate fund use by the City's compliance firm, implementation of these funds will be consistent and compliant with US Department of Treasury requirements and previously approved authorizations.

**240124** Reallocation of ARPA Funds/Youth Job Training/City of Flint Clean & Safe Summer Youth Job Training Program

Resolution resolving that the appropriate City officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding source account #101-287.000-963.000 to City of Flint Clean & Safe Summer Youth Job Training Program in the amount of \$200,000. Based on review and validation of the appropriate fund use by the City's compliance firm, implementation of these funds will be consistent and compliant with US Department of Treasury requirements and previously approved authorizations.

**240129** Grant Acceptance/Bloomberg Philanthropies/Support for Youth-Led Climate Projects

Resolution resolving that the appropriate City Officials are authorized to do all things necessary to accept the grant funds set forth in the grant from Bloomberg Philanthropies, in the amount of \$50,000.00, to appropriate revenue and expenditure amounts, and to make the grant funds available from April 1st, 2024 through October 1st, 2024.

**240130** Grant Acceptance/Michigan State Housing Development Authority [MSHDA]/

## Housing Readiness Updates

Resolution resolving that the appropriate City Officials are authorized to do all things necessary to process a budget amendment to recognize and appropriate Michigan State Housing Development Authority Grant HRI-2024-LEG in fiscal year 2024, and all subsequent years' funds are made available, in the amount of \$50,000.00, to assist small-scale, income qualified developers to increase the affordability housing stock in Flint.

**240131** Setting a Public Hearing/Amended Brownfield Plan/Dupont Industrial Facility/  
1809 James P. Cole Boulevard

Resolution resolving that a public hearing to consider the approval of the Amended Brownfield Plan for the Dupont Industrial Facility at 1809 James P. Cole Boulevard be held on the \_\_\_\_day of \_\_\_\_\_, 2024 at 5:30 p.m., in the City Council Chambers, 3rd Floor, City Hall, 1101 S. Saginaw St., Flint, Michigan, AND, resolving that the City Clerk shall cause notice of such hearing to be published in an official paper of general circulation not less than fifteen (15) days prior to said hearing.

**240132** CO#1/Contract/Shannon Chemical Corporation/Phosphoric Acid 75%

Resolution resolving that the Division of Purchases & Supplies is hereby authorized to issue additional Purchase Orders to Shannon Chemical Corporation for the supply of Phosphoric Acid 75% NSF Grade for the Water Plant in an amount of \$18,481.91, for an overall FY2024 (07/01/23-06/30/24) amount not to exceed \$158,481.91. [NOTE: On August 14, 2023, Flint City Council authorized the Water Plant's request to issue Purchase Orders in an amount NOT-TO-EXCEED \$140,000.00 for Phosphoric Acid 75% NSF for FY24 by adopting Reso No. 230265.]

**240133** CO#3/Contract/J & M Tree Service/Tree Removals And Trimming/Critical  
Community Improvement Program

Resolution resolving that the appropriate City Officials are authorized to do all things necessary, to enter into [Change Order No.3] a contract with J & M Tree Service for tree trimming and removals in the area of M. L. King Blvd./5th Ave./Saginaw St., in an amount of \$54,300.00 and an total three year aggregate amount of \$432,850.00. [NOTE: On January 22, 2024, the Appropriate City Officials were authorized to enter into a change order #2 to the contract per resolution #240005 with J & M Tree Service for additional urban forestry services, in an amount not to exceed \$70,550.00 and an overall three year aggregate amount of \$378,550.00.]

**240134** CO#1/Contract/Aldridge Trucking/Aggregates

Resolution resolving that the appropriate City Officials do all things necessary to enter into a Change Order No.1 [to the contract with] with Aldridge Trucking, Davison, Michigan, for aggregate materials (fill sand and stone) for the Water Service Center [WSC] for FY24 (07/01/23-06/30/24), in an amount NOT-TO-EXCEED \$60,000.00, which brings the Aldridge Trucking FY23-FY24

contract grand total amount NOT-TO-EXCEED \$392,000.00.

**240135** Purchase of Additional Property/Friends of Berston/Berston Fieldhouse Development Project

Resolution resolving that the appropriate City officials are authorized to do all things necessary to purchase Parcel No. 41-06-102-020, also known as 760 Dewey Street, to support the Berston Fieldhouse Development Project from Friends of Berston.

**240136** Reallocation of ARPA Funds/Alternative Uses Grants/Vacant Lots For Friends of Berston

Resolution resolving that the appropriate City Officials are authorized to do all things and execute any agreements necessary from funding source Acct. No. 101-287.000-963.000 to the Friends of Berston, and appropriate funding in the current and future fiscal years in the amount of \$25,000, for as long as the funds are available. Prior to any disbursement of funds, the City of Flint's ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury rules.

**240137** Reallocation of ARPA Funds/Flint Innovative Solutions (as Fiduciary) /Friends of Hasselbring Volunteer Group/Impacts of the Pandemic on Blight

Resolution resolving that the appropriate City officials are authorized to do all things and execute any agreements necessary to Flint Innovative Solutions (Friends of Hasselbring Park) and appropriate funding in the current and future fiscal years, in the amount of \$22,500, for as long as the funds are available. Prior to any disbursement of funds, the City of Flint's ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury rules.

**240138** Reallocation of ARPA Funds/Sylvester Broom Empowerment Center (as Fiduciary)/North Flint Neighborhood Action Council [NFNAC]/Grants For Alternative Uses of Vacant Lots

Resolution resolving that the appropriate City officials are authorized to do all things and execute any agreements necessary from the funding source account #101-287.000-963.000 to the Sylvester Broome Empowerment Center (NFNAC) and appropriate funding in the current and future fiscal years in the amount of \$25,000, as described above, for as long as the funds are available. Prior to any disbursement of funds, the City of Flint's ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury rules.

**240139** ARPA Administration Funds/ARPA Contract Coordinator and Community Center Liaison Positions/Implementation of ARPA Contracts and MOUs [Memorandums of Understanding]

Resolution resolving that the appropriate City officials are authorized to do all

things necessary, including executing any necessary agreements, to appropriate funding from the funding source account #101-287.000-963.000 to funding city staff to properly administer ARPA funds in the amount of \$1,462,500. Based on review and validation of the appropriate fund use by the City's compliance firm, implementation of these funds will be consistent and compliant with US Department Treasury requirements and previously approved authorizations. [NOTE: City Administration recommends reallocating \$1,462,500 of ARPA funds, previously obligated for revenue replacement, to provide administration funding for wage/fringe of four (4) new ARPA Contract Coordinators plus supplies and training costs for those staff, partial funding for wage/fringe of existing Finance and Planning and Development staff to manage those coordinators, and funding for one (1) new Community Center Liaison - all of these expenditures will occur between April 1, 2024 - December 31, 2026.]

**240140** ARPA Contingency Funds and Earned Interest/Flint Downtown Development Authority [DDA]/Revenue Replacement Funds/Parking Revenue Loss During COVID-19 Pandemic

Resolution resolving that the appropriate City officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding source Accts. No. 01-287.000-963.000 and No. 001-000.000-273.800 for a contribution to the component unit, Downtown Development Authority, in the amount of \$560,586. Based on review and validation of the appropriate fund use by the City's compliance firm, implementation of these funds will be consistent and compliant with US Department Treasury requirements and previously approved authorizations. [NOTE: City Administration recommends reallocating \$560,586 of ARPA funds - \$250,000 previously obligated for contingency and \$310,586 from earned interest – to provide revenue replacement funds to the Flint Downtown Development Authority because of parking revenue lost during the COVID-19 pandemic, specifically from April 1, 2020 to June 30, 2022. During these 27 months, compared to the parking revenue reported from July 1, 2018 to June 30, 2019, the parking revenue loss was calculated to be \$560,586.

**240141** Reallocation of ARPA Funds/Great Lakes Aquatic Habitat Network/Grants for Youth Job Training

Resolution resolving that the appropriate City officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding source Acct. No. 101-287.000-963.000 to the Great Lakes Aquatic Habitat Network, in the amount of \$300,000. Based on review and validation of the appropriate fund use by the City's compliance firm, implementation of these funds will be consistent and compliant with US Department of Treasury requirements and previously approved authorizations.

**240142** Reallocation of ARPA Funds/Communities First, Inc./Grants for Alternative Uses for Vacant Lots

Resolution resolving that the appropriate City officials are authorized to do all things and execute any agreements necessary from the funding source Acct.

No. 101-287.000-963.000 to Communities First Inc. and appropriate funding in the current and future fiscal years, in the amount of \$25,000, as described above, for as long as the funds are available. Prior to any disbursement of funds, the City of Flint's ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury rules.

- 240143** Reallocation of ARPA Funds/Neighborhood Engagment Hub (as Fiduciary)/Sarvis Park Neighborhood Association/Responding to the Impacts of the Pandemic on Blight

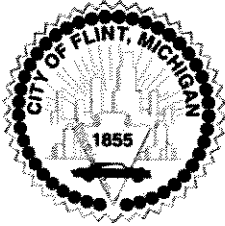
Resolution resolving that the appropriate City officials are authorized to do all things and execute any agreements necessary from the funding source account #101-287.000-963.000 to Neighborhood Engagement Hub (Sarvis Park Neighborhood Association) and appropriate funding in the current and future fiscal years in the amount of \$25,000, as described above, for as long as the funds are available. Prior to any disbursement of funds, the City of Flint's ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury rules.

**SPECIAL ORDERS/DISCUSSION ITEMS**

- 240127** Special Order/City Council Budget Hearing(s) Process

A Special Order as requested by Finance Chairperson Priestley to allow for a 20-minute discussion about the budget hearings process (deparmental and community budget hearings).

**ADJOURNMENT**



240088

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

PRESENTED: 3-06-2024

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

**RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO THE CITY OF FLINT POLICE DEPARTMENT FOR POLICE TRAINING**

In 2022 and 2023, the City of Flint received funds pursuant to the American Rescue Plan Act of 2021 (ARPA), which could be used by the City for specific and defined purposes. In 2023, the City of Flint obligated all of the ARPA funding received, of which approximately \$40 million was obligated as “revenue replacement” on December 20, 2023;

City Administration recommends reallocating \$100,000.00 of ARPA funds, previously obligated for revenue replacement, to provide funding for Police Training, with PS-02 of the ARPA Allocation plan from resolution 220464.1.

Reallocated funds will be moved from Acct #101-287.000-963.000 as follows:

Fund	Account Name / Grant Code	Amount
101-345.002-958.000	Police Training	\$100,000.00

**IT IS RESOLVED** that the appropriate City officials are authorized to do all things necessary, including executing any agreements necessary to appropriate funding from the funding source account #187-287.000-963.000 to the City of Flint Police Department in the amount of \$100,000. Based on review and validation of the appropriate fund use by the City’s compliance firm, implementation of these funds will be consistent and compliant with the US Department of Treasury requirements and previously approved authorizations.

**For the City:**

CLYDE D EDWARDS  
CLYDE D EDWARDS (Feb 20, 2024 16:49 EST)

**Clyde D. Edwards, City Administrator**

**For the City Council:**

**Approved as to Finance:**

Phillip Moore  
Phillip Moore (Feb 20, 2024 14:30 EST)

**Phillip Moore, Chief Financial Officer**

**Approved as to Form:**

William Kim  
William Kim (Feb 20, 2024 14:33 EST)

**William Kim, City Attorney**





RESOLUTION NO.: 220464.1

PRESENTED: OCT 24 2022

ADOPTED: OCT 24 2022

**RESOLUTION ADOPTING ARPA ALLOCATION PLAN**

**BY THE CITY COUNCIL:**

Under the American Rescue Plan Act (ARPA), the City of Flint received grant funding from the Coronavirus Local Fiscal Recovery Fund through the US Department of Treasury in the amount of \$94,726,664.00, to address public health and economic impacts of the COVID-19 public health emergency, respond to workers performing essential work during the COVID-19 public health emergency, provide government services to the extent of the reduction in revenue due to the COVID-19 public health emergency, and to make necessary investments in infrastructure.

\$34,374,696.00 of the City's ARPA funding has already been allocated and/or spent for these purposes. The remaining \$60,351,968.00 must be spent by December 31, 2026, to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

**IT IS RESOLVED** that the Flint City Council adopts the ARPA Allocation Plan, listed below, as its plan for allocating the remaining \$60,351,968.00 of the City's remaining ARPA funding

	Previously Authorized Allocations of ARPA Funds	Allocation of Remaining ARPA Funds	Community Grants (incl in Remaining ARPA Funds Allocations)
Neighborhood Improvement	28,400,000.00	13,735,000.00	9,660,000.00
Economic Development	0.00	8,275,000.00	3,000,000.00
Public Safety	600,000.00	3,720,000.00	1,000,000.00
Public Health	1,250,000.00	5,250,000.00	4,500,000.00
Infrastructure	1,800,000.00	400,000.00	0.00
Revenue Replacement	404,334.00	21,122,618.00	0.00
Contingency	0.00	5,000,000.00	0.00
Premium Pay	2,769,712.00	0.00	0.00
Administration	1,150,650.00	2,649,350.00	0.00
<b>Grand Totals</b>	<b>\$34,374,696.00</b>	<b>\$60,351,968.00</b>	<b>\$18,160,000.00</b>

**IT IS FURTHER RESOLVED** that the appropriate City officials are asked to implement this allocation plan, including identifying and submitting specific grantees or expenditures for Council approval, in accordance with the requirements of City, State, and Federal law.

## Flint City Council Proposed ARPA Allocation Plan

	<u>Council Proposed Allocation with Remaining Funds</u>	<u>Community Grants</u>
<b>Neighborhood Improvement</b>		
HB-02 Neighborhood Clean Up	2,210,000.00	1,210,000.00
HB-03 Alternative Uses for Vacant Lots	250,000.00	500,000.00
HB-04 Homeowner Education	50,000.00	50,000.00
HB-05 Home Repair & Improvement Grants	5,000,000.00	5,000,000.00
HB-06 Community Development Gap Financing	1,400,000.00	1,400,000.00
PH-02 Improve Parks and Community Centers (Moved from Public Health)		
<b>Total Neighborhood Improvement</b>	4,825,000.00	1,500,000.00
	13,735,000.00	9,860,000.00
<b>Economic Development</b>		
ED-02 Loans to Businesses	375,000.00	
ED-03 Clean-up Buick City	3,250,000.00	
ED-04 Property Disposition	175,000.00	
ED-05 Improve Technology For Economic Development	600,000.00	
ED-06 Oak Business Center	875,000.00	
ED-06 Business Grants Covid Recovery	500,000.00	500,000.00
ED-06 Youth Job Training		
<b>Total Economic Development</b>	2,500,000.00	2,500,000.00
	8,275,000.00	3,000,000.00
<b>Public Safety</b>		
PS-01 Hiring Bonuses (Police and Fire)	0.00	
PS-02 Police Training	100,000.00	
PS-03 Purchase 20 Cameras	200,000.00	
PS-04 Purchase 15 Vehicles for Detective Bureau (Moved to Revenue Replacement)		
PS-05 Witness Protection Program	0.00	
PS-05 Clear Cold Cases in Conjunction with Detroit Crime Commission (Moved to Revenue Replacement)	300,000.00	
PS-06 Add 500 streetlights, Replace 2000 Lights With LED Bulbs	0.00	
PS-07 PAL Pilot Project (500 children)	2,800,000.00	
PS-08 Pilot for Dispute Resolution	250,000.00	
PS-09 Gun Bounty	250,000.00	1,000,000.00
PS-11 Speed Humps (Moved to Revenue Replacement)	0.00	
PS-12 Third Party Review of 911 Response to City Calls	0.00	
PS-12 Secured Lot for City Employees, including Police	0.00	
<b>Total Public Safety</b>	70,000.00	
	3,970,000.00	1,000,000.00
<b>Public Health and Youth Development</b>		
PH-04 Food Access and Food System Support (Ex. Food Pantries, Urban Gardens)		
PH-05 Mental Health Referrals and Services and Support Homelessness	1,000,000.00	1,000,000.00
PH-05 Water Affordability Project	1,000,000.00	1,000,000.00
proposed Youth Wellness (education, leadership, recreation)	500,000.00	
proposed Health Care Access, Equity & Research	250,000.00	
<b>Total Public Health</b>	500,000.00	500,000.00
	2,000,000.00	2,000,000.00
	5,250,000.00	4,500,000.00

## Flint City Council Proposed ARPA Allocation Plan

	<u>Council Proposed Allocation with Remaining Funds</u>	<u>Community Grants</u>
Infrastructure		
Water Main Miller Road		
Total Infrastructure	400,000.00	
	<u>400,000.00</u>	0.00
Revenue Replacement		
Speed Humps (74,570 spent) (Moved from Public Safety)	13,142,188.00	
Sidewalk Repair	125,430.00	
City Public Health Office (moved from Public Health & Youth C	2,000,000.00	
Excavator (moved from Infrastructure)	425,000.00	
Dump Truck (moved from Infrastructure)	320,000.00	
Skid Steer (moved from Infrastructure)	150,000.00	
Renovate Council Chambers	140,000.00	
Additional Fire Department Equipment	500,000.00	
Ward Priorities (30,000/Ward)	1,000,000.00	
Clear Cold Cases in Conjunction with Detroit Crime	270,000.00	
PS-08 Commission (Moved from Public Safety)	350,000.00	
PS-04 Purchase Vehicles for Detective Bureau (Moved from Public Safety)	450,000.00	
HB-09 Removal of City Owned Trees (Moved from Neighborhood In	2,000,000.00	
Total Revenue Replacement	<u>20,872,618.00</u>	0.00
Contingency		
Future Reserves		
Total Contingency	<u>5,000,000.00</u>	
	5,000,000.00	0.00
Premium Pay		
Premium Pay		
Total Premium Pay	<u>0.00</u>	
	0.00	0.00
Administration		
Total Administration	<u>2,849,350.00</u>	
	2,849,350.00	0.00
<b>Grand Totals</b>	<u><u>\$ 60,351,968.00</u></u>	<u><u>\$ 18,169,000.00</u></u>

240089



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

PRESENTED: 3-06-2024

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

**RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO RESOLUTION TO PROCEED WITH ARPA-FUNDED BIPOC EMERGING DEVELOPER PROGRAM IN PARTNERSHIP WITH LISC**

In 2022 and 2023, the City of Flint received funds pursuant to the American Rescue Plan Act of 2021 (ARPA), which could be used by the City for specific and defined purposes. In 2023, the City of Flint obligated all of the ARPA funding received, of which approximately \$40 million was obligated as “revenue replacement” on December 20, 2023;

City Administration recommends reallocating \$375,000 of ARPA funds, previously obligated for revenue replacement, to provide funding to contract with LISC for a BIPOC Emerging Developer training / predevelopment grant program.

Reallocated funds will be moved from Acct #101-287.000-963.000 as follows:

Fund	Account Name / Grant Code	Amount
101-728.012-801.000	Economic Development division – budgeted line item for investing in growing the small business ecosystem	\$375,000

**IT IS RESOLVED** that the appropriate City officials are authorized to do all things and execute any agreements necessary to appropriate funding in the current and future fiscal years, as described above, for as long as the funds are available. Prior to any disbursement of funds, the City of Flint’s ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury rules.

**For the City:**

CLYDE D EDWARDS  
CLYDE D EDWARDS (Feb 26, 2024 12:55 EST)

Clyde D. Edwards, City Administrator

**For the City Council:**

\_\_\_\_\_

**Approved as to Form:**

William Kim  
William Kim (Feb 26, 2024 10:49 EST)

William Kim, City Attorney

**Approved as to Finance:**

Phillip Moore  
Phillip Moore (Feb 26, 2024 10:49 EST)

Phillip Moore, Chief Financial Officer

**RESOLUTION STAFF REVIEW**

**Date:** February 23, 2024

**Agenda Item Title:**

**RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO RESOLUTION TO PROCEED WITH ARPA-FUNDED BIPOC EMERGING DEVELOPER PROGRAM IN PARTNERSHIP WITH LISC**

**Prepared by:**

Emily Doerr, Director of Business and Community Services (formerly named Planning and Development)

**Background/Summary of Proposed Action:**

The City of Flint’s Planning and Development Department will contract with LISC (Flint Office) to create the Flint BIPOC Emerging Developer Program and Predevelopment grant fund for 15 participants. This partnership will ensure that Flint emerging developers at all points of the continuum of experience would greatly benefit from an ecosystem of supports that span real estate development finance, training, technical assistance, operations support, coaching, and deal access and enables LISC to: Administer an emerging developer training program to build the capacity of 5-10 BIPOC developers of color, and provide capital products to these developers to participate in the revitalization of Flint. LISC Flint’s Emerging Developer Program directly responds to these needs by 1) expanding access to capital, 2) offering holistic training and capacity building, 3) providing targeted technical assistance, 4) and building connections in the industry through coaching and building of relationships.

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

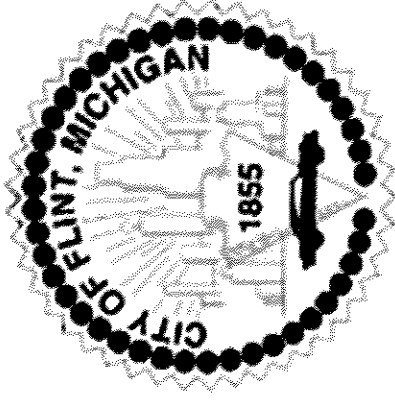
**Finance Signature:**  \_\_\_\_\_

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

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

**APPROVAL**   
Emily Doerr (Feb 23, 2024 16:34 EST)  
**Emily Doerr, Director, Business and Community Services**

# LISC FLINT EMERGING DEVELOPER PROGRAM



LISC Flint is requesting City of Flint ARPA funding to launch the LISC Flint Emerging Developer Program for emerging real estate developers, including people of color. This program will provide both training and predevelopment funding.

LISC is well positioned to address these obstacles and comprehensively support the growth of BIPOC affordable housing developers, drawing upon our years of experience in affordable housing, as well as our established training programs for developer of color. LISC is also advancing equity for BIPOC developers through similar programs in Twin Cities, Los Angeles, New York City, Detroit, and other markets

- The objective of the LISC Flint Emerging Developer program is to facilitate development in a way that does not reinforce a history of exploitation, but rather centers the assets of these small non-profit, for-profit and faith-based anchor institutions in the development process and unlocks value for them and the Flint community they serve.

# LISC FLINT

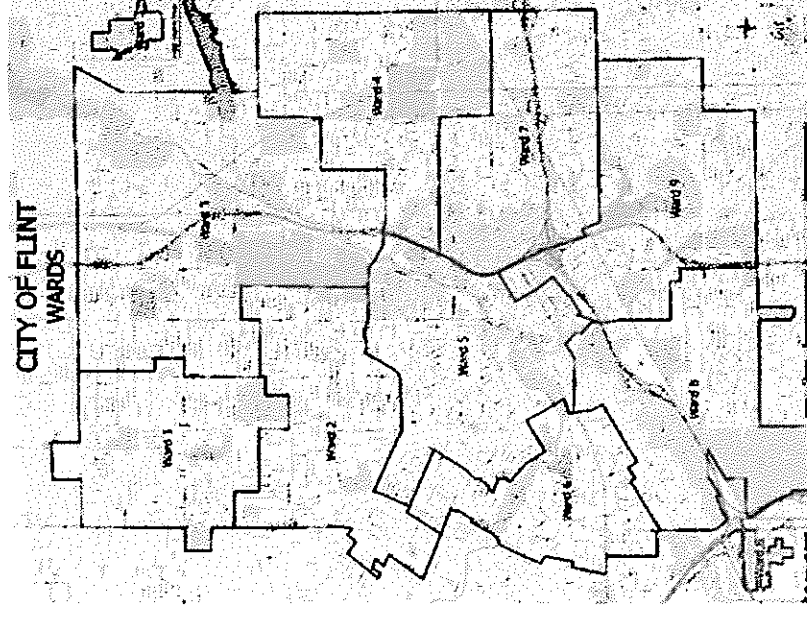
LISC FLINT

# LISC Flint Emerging Developer Program

## Purpose/Impact:

The goal of the LISC Flint Emerging Developer Program will be two-fold; to 1. increase the development capacity of participating Emerging BIPOC developers, and 2. strengthen the organizational capacity of participating BIPOC developers to grow their businesses and organizations.

- Administer an intensive training program to build the capacity of 5-10 Emerging BIPOC developers of color and;
- Work with program participants and stakeholder partners to determine barriers to advancing projects beyond predevelopment;
- Provide capital products to BIPOC developers of color to participate in the revitalization of Flint;
- Along the way, LISC plans to capture and share its experience with the industry more broadly through “Diversity-Equity-Inclusion (DEI) Learning Labs” to influence and inform others to make similar changes, driving a more systemic impact.



# LISC Emerging Developer

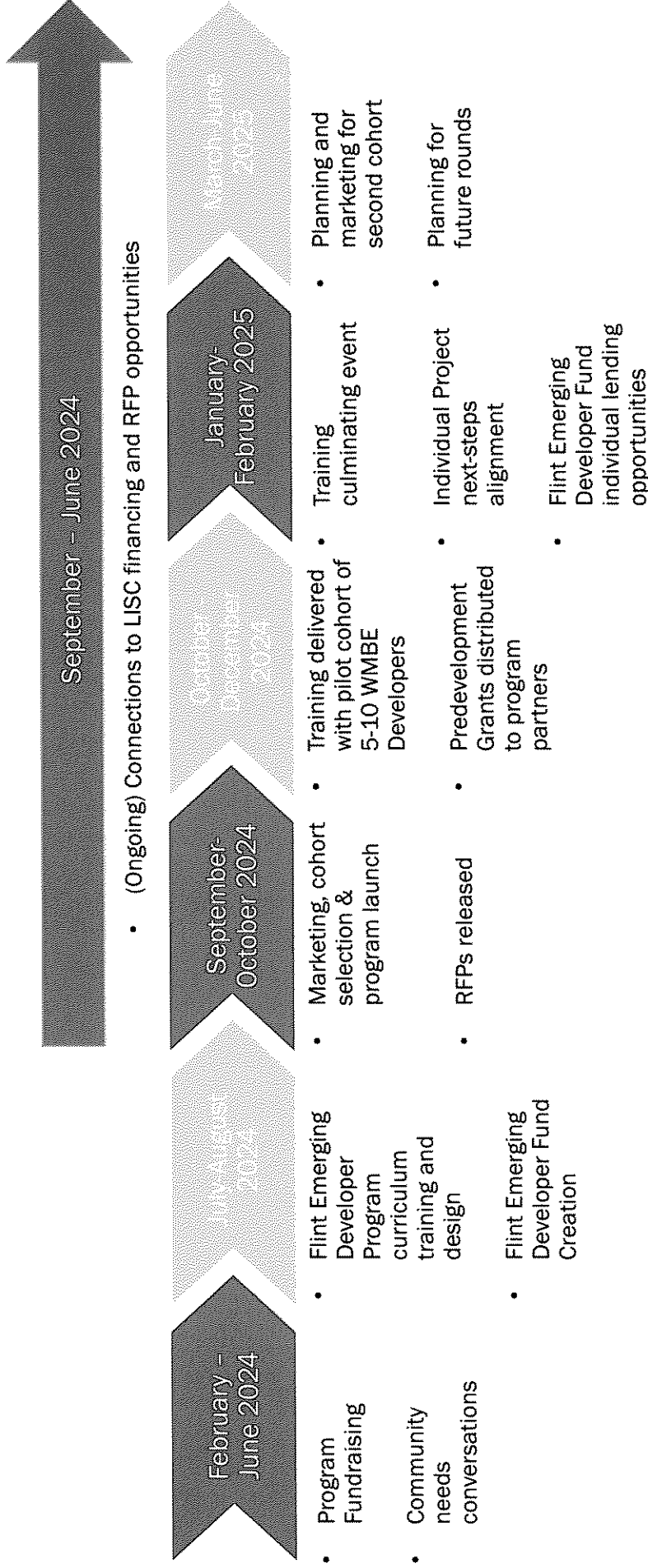
Initial Fund utilizing ARPA Funding will be Non-Recoverable due to restrictions

Budget Uses LISC Flint	ARPA Eligible Expenses
Funds for Emerging Developer Pre-development Grants	\$300,000
LISC Flint Administration/Program Delivery	\$75,000
<b>TOTAL</b>	<b>\$375,000</b>

**LISC FLINT**

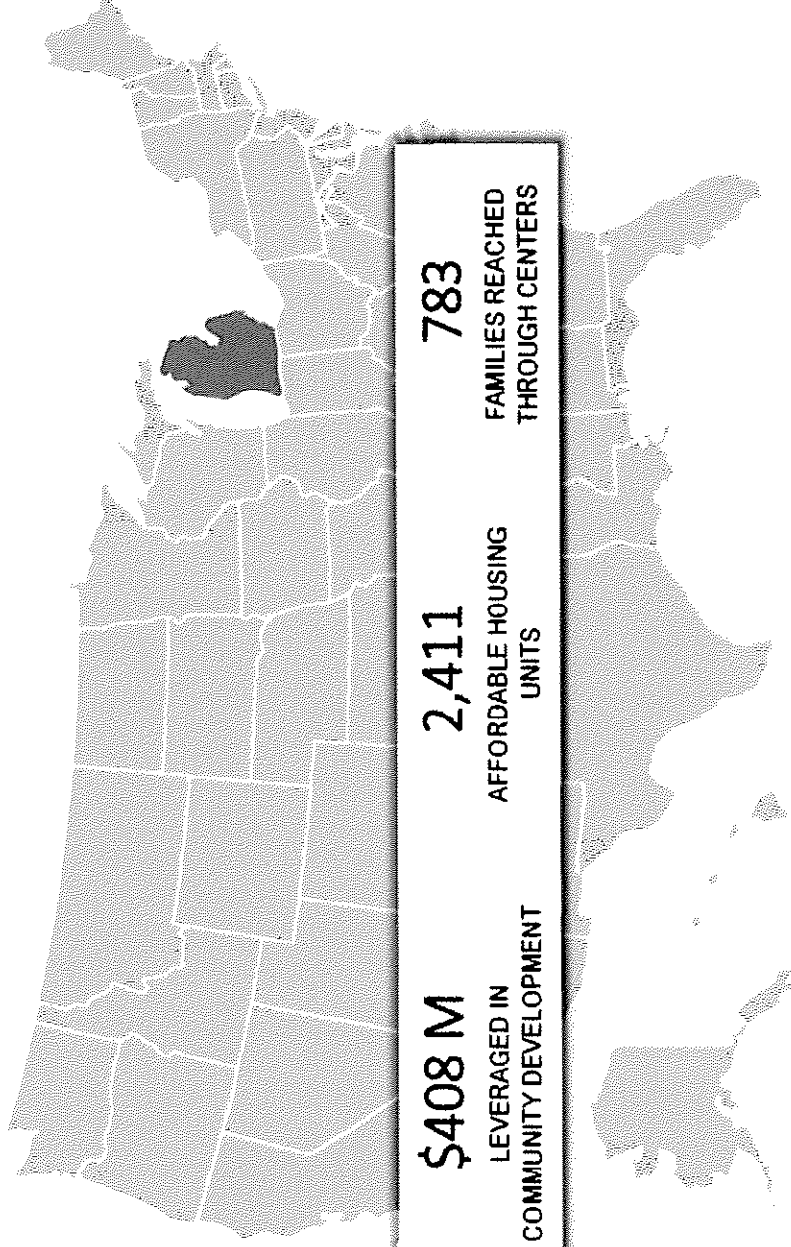


# Projected Timeline: 2024-2025



# LISC | FLINT

A national organization with a local approach



LISC FLINT

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## Contacts

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LISC Flint Executive Director, Juan Zuniga [jzuniga@lisc.org](mailto:jzuniga@lisc.org)

240115



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

PRESENTED: 4-03-2024

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

**RESOLUTION AUTHORIZING DEPARTMENT OF LAW TO CONSENT TO ENTRY OF STIPULATION AND NOTICE IN *CONCERNED PASTORS FOR SOCIAL ACTION ET AL., v CITY OF FLINT, ET AL.***

**BY THE CITY ADMINISTRATOR:**


Executive Session was held in this matter on March 20, 2024; and

The Department of Law recommends that the City enter into a Stipulation and Notice, setting an interim restoration deadline of August 1, 2024, a final restoration deadline of November 30, 2024 and implementing and clarifying certain restoration reporting obligations on the part of the City.

**IT IS RESOLVED** that the City Council approves authorizing the Department of Law to consent to entry of the Stipulation and Notice in the case of *Concerned Pastors for Social Action, et al. v City of Flint, et al.*, United States District Court, Eastern District of Michigan, Case No. 16-10277.

**For the City**

**For the City Council**

  
CLYDE D EDWARDS (Mar 21, 2024 08:34 EDT)

**Clyde Edwards, City Administrator**

\_\_\_\_\_

**APPROVED AS TO FORM:**

  
William Kim (Mar 20, 2024 17:09 CDT)

**William Y. Kim, City Attorney**



240120

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

PRESENTED: 4-03-2024

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

PROPOSAL #22000512

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO ERNST & YOUNG FOR THE MANAGEMENT OF ARPA FUNDS  
(REVISED FY24)**

**WHEREAS**, The City of Flint Division of Purchases & Supplies solicited proposals for a compliance firm to manage the American Rescue Plan Act (“ARPA”), Coronavirus Local Fiscal Recovery Funds (“CLFRF”) as requested by the Finance Department in 2021. Ernst & Young was the recommended awarded bidder for this solicitation for the term of FY2022 through FY2027.

**WHEREAS**, Flint City Council adopted Resolution 210280 to accept ARPA funding on June 14, 2021. Flint City Council adopted Resolution 210540 on January 10, 2022 authorizing a 1-year contract (Year 1) with Ernst & Young for the compliance management of ARPA funds. Flint City Council later adopted Resolution 220507 on December 12, 2022 authorizing a one-year (Year 2) contract with Ernst & Young for the compliance management of ARPA funds.


**WHEREAS**, The Finance Department is recommending renewal of the contract with Ernst & Young for ARPA compliance management for a 1-Year Term for Year 3, in an amount not-to-exceed \$738,025.00 for FY2024. This contract renewal includes amendments to the previous years’ contract terms and conditions to conform to the amended Scope of Services to be provided by Ernst & Young LLP for ARPA compliance.

Funding for said purchases will come from the following account:


Account Number	Account Name/Grant Code	Amount
101-173.000-801.000	PROFESSIONAL SERVICES	\$738,025.00
<b>FY2024 GRAND TOTAL:</b>		<b>\$738,025.00</b>

**IT IS RESOLVED**, That the Appropriate City Officials upon City Council’s approval, can hereby enter into Year 3 of the amended ARPA Compliance Services Contract with Ernst & Young LLP, in the amount not to exceed \$738,025.00 for a for FY2024 (07/01/23-06/30/24). Based on review and validation of the appropriate fund use by the City’s compliance firm, implementation of these funds will be consistent and compliant with US Department of Treasury requirements and previously approved authorizations.

APPROVED AS TO FORM:

  
William Kim (Mar 29, 2024 09:50 EDT)  
William Kim, City Attorney

APPROVED AS TO FINANCE:

  
Phillip Moore (Mar 29, 2024 09:43 EDT)  
Phillip Moore, Chief Finance Officer

**FOR THE CITY OF FLINT:**

CLYDE D EDWARDS

CLYDE D EDWARDS (May 20, 2024 12:05 EDT)

**Clyde Edwards, City Administrator**

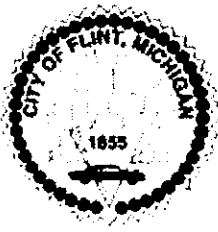
**APPROVED BY CITY COUNCIL:**

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**APPROVED AS TO PURCHASING:**

Lauren Rowley

**Lauren Rowley, Purchasing Manager**



RESOLUTION NO.: 220507  
 PRESENTED: DEC - 7 2022  
 ADOPTED: DEC 12 2022

BY THE MAYOR:

**RESOLUTION TO RENEW ERNST & YOUNG LLP FOR MANAGEMENT OF THE ARPA FUNDS**

WHEREAS, In January of 2022 the City of Flint awarded a one-year contract to Ernst & Young LLP to be the City of Flint's ARPA administration, compliance, and implementation firm;

WHEREAS, Acceptance of American Rescue Plan Act ("ARPA"), Coronavirus Local Fiscal Recovery Funds ("CLFRF") was adopted with Resolution No. 210280 on June 14, 2021;


WHEREAS, Ernst & Young LLP is currently providing Federal grant compliance guidance with the City's awarded ARPA funds to ensure compliance with the latest US Department of the Treasury final rules;

WHEREAS, The City of Flint Finance Department is recommending renewal of the contract with Ernst & Young LLP in an amount for year-two not-to-exceed \$884,380.00. This contract will use grant code FUSDT-CSLFRF and account 287-171.716-801.000 Professional Services.

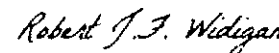
Year	Amount
Cost to Date as of 11/30/22	\$ 907,000
Year 2	884,380
Year 3	738,025
Year 4	627,494
Year 5	593,525
Total for Year Two	\$ 884,380

IT IS RESOLVED, The appropriate City officials are authorized to do all things necessary to renew the contract with Ernst & Young LLP, the City of Flint's ARPA administration, compliance, and implementation firm, in the amount not-to-exceed \$884,380.00 with the option to renew at the rates as outlined in the table above.

APPROVED AS TO FORM:

  
 William Kim (Nov 30, 2022 13:19 EST)  
 William Kim, Chief Legal Officer

APPROVED AS TO FINANCE:

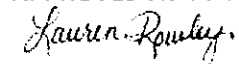
  
 Robert J.F. Widigan, Chief Financial Officer

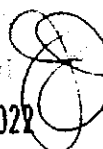
FOR THE CITY OF FLINT:

  
 Mayor Sheldon A. Neeley

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:

  
 Lauren Rowley, Purchasing Manager

APPROVED BY CITY COUNCIL  
 DEC 12 2022 

**STAFF REVIEW**

**Date:** November 29, 2022

**Agenda Item Title:** Resolution To Renew Ernst & Young LLP For Management Of The ARPA Funds

**Prepared By:** V. Foster

**Background/Summary of Proposed Action:** Ernst & Young LLP is currently providing Federal grant compliance guidance with the city's awarded ARPA funds to ensure compliance with the latest US Department of the Treasury final rules. On January 10, 2022, the Flint City Council adopted Resolution No. 210540.1, which authorized the appropriate City officials to enter into and manage a one-year contract with Ernst & Young LLP in the amount not-to-exceed \$1,150,650.00 with the option to renew.

**The cost for year one of the contract, as of November 30, 2022, is \$307,000.00.** As the current one-year contract ends, the City of Flint Finance Department is recommending renewal the contract with Ernst & Young LLP in an amount for year two not-to-exceed \$884,380.00.

**Financial Implications:**

There are funds available in the account listed below.

Account No.	Grant Code	Category	Amount
287-171.716-801.000	FUDST-CSLFRF	Professional Services	\$884,380.00

**Other Implications (i.e., collective bargaining):**

None

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

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

**Compliance With Latest U.S. Department of The Treasury Coronavirus State and Local Fiscal Recovery Funds Final Rule:**

Yes. The City of Flint's ARPA administration, compliance, and implementation firm, Ernst & Young LLP has reviewed and signed off as to compliance.

*Robert J.F. Widigan*

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Robert J.F. Widigan  
Chief Financial Officer



**CITY OF FLINT AND ERNST & YOUNG, LLP CONTRACT-MANAGEMENT OF  
AMERICAN RESCUE PLAN ACT (ARPA) CORONAVIRUS LOCAL FISCAL  
RECOVERY FUNDS**

This Agreement ("Agreement"), between the City of Flint, a Michigan municipal corporation, 1101 S. Saginaw St., Flint, MI 48502 ("City") and Ernst & Young LLP, 777 Woodward Avenue, Detroit, MI 48226 ("EY") (collectively, "Parties") hereby enter into this agreement with the following terms:

1. **Term:** This Agreement with EY shall commence on January 1, 2022 and will continue at the will of the Mayor and/or contingent upon the continuation of the funding made available through grant code FUSDT-CSLFRF and account #287.171.716.801.000.
2. **Scope of Services:** The City of Flint is seeking the proper administration, compliance and implementation of the ARPA funds related to managing the novel coronavirus (COVID-19) pandemic response and recovery and management of funds utilized under Expenditure Category 6.1 (Revenue Replacement Funds). EY shall support the City performing these services as outlined in Exhibit B to this Agreement. The City acknowledges that EY is an independent contractor and may decide how best to accomplish the tasks described in Exhibit B in cooperation with the Chief Financial Officer or his designee. The City reserves the right to request and receive adequate progress and/or status reports regarding the services listed above.
3. The City also acknowledges that EY is free to engage in other similar agreements with other clients at EY discretion provided there are no existing conflicts.
4. **Compensation:** EY shall be paid by the City as follows:

EY will complete this work in an amount not to exceed \$738,025 for year 3. Subject to City Council approval, the parties may agree to continue the agreement as outlined below with an option for years 4 through 5 included for through FY2027:

Year	Amount
Year 1 (actual)	\$597,657.85
Year 2 (actual)	\$460,476.60
Year 3	\$738,025
Year 4	\$627,494
Year 5	\$593,074
<b>Aggregate Total</b>	<b>\$3,440,630.85</b>

Any variances from these terms must be approved by the Finance Director. EY shall invoice the City at the end of each month and the City will pay such invoice

within 30 days of receipt of invoice. Fees for actual time incurred are outlined in Exhibit B-Statement of Work, Fees Paragraph.

(a) EY shall submit itemized invoices for all services provided under this Agreement identifying:

- (i) The date of service
- (ii) The contract number
- (ii) The name of person providing the service and a general description of the service provided.
- (iii) The unit rate and the total amount due.

Invoices shall be submitted to:

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

The City will exercise reasonable discretion in determining whether EY has provided a proper invoice. The City may require additional information or waive requirements as it sees fit.

The City retains E&Y as an independent contractor in accordance with the terms and conditions set forth in this Agreement. Nothing in the Agreement shall be construed to create the relationship of employer and employee between the City and EY. EY and its employees and agents, if any, shall be deemed at all times and for all purposes to be independent contractors.

EY acknowledges and agrees that all payments by the City to EY shall be made without deduction for federal, state, or local income taxes, social security taxes, self-employment taxes and similar items, and that EY shall be solely responsible to report income under this Contract to the Internal Revenue Service and other appropriate taxing authorities, including the City and to pay such taxes. EY further acknowledges and agrees that all payments under this Agreement to EY by the City shall be reported to the Internal Revenue Service and other appropriate taxing authorities on Form 1099 (or equivalent form).

EY also acknowledges that the City shall not be responsible for paying or providing fringe benefits of any kind, including but not limited to paid leave time, medical, or retirement benefits. The compensation described above shall be the sole consideration paid to EY by the City.

5. **Non-Discrimination:** EY shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq., and all other

federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position or status with respect to public assistance. A breach of this covenant is a material breach of this Agreement.

6. **Ethics:** Pursuant to the Flint City Charter § 1-602 (I) entitled Notice, every public servant, volunteer and city, contractor is to receive training and be provided with a copy of these ethical standards upon passage of this Charter or at the time of appointment and or hire or the commencement of services. Therefore, EY acknowledges receipt of Flint City Charter §1-602 and agrees that its staff shall abide by the terms and participate in any training provided by the City/or update orientation as may be necessary from time to time. Public servants are all persons employed or otherwise engaged by the corporation of the City of Flint to conduct business on its behalf including but not limited to elected officials, appointed employees, members of boards and commissions, classified employees, contractual employees, and volunteers, in accordance with Flint City Charter §1-602.
7. **Anti-Lobbying:** EY shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." EY shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, EY agrees to require that language of this assurance be included in the award documents of all sub awards.
8. **Termination:** EY may terminate this Agreement by giving thirty (30) days written notice to the City. In addition, EY may terminate this Agreement, or any particular services, upon thirty (30) days written notice to the City if EY reasonably determines that EY can no longer provide the services in accordance with applicable law or professional regulations including those administered by the American Institute of Certified Public Accountants, Securities and Exchange Commission, and Public Company Accounting Oversight Board. EY and the City may mutually agree to EY terminating the agreement at an earlier date in writing. The City, by its City Administrator, may terminate this Agreement at any time and for any reason. Should the City terminate this Agreement, the City shall be financially obligated to EY only for documented, unpaid work performed prior to EY's notification.
9. **Liability:** EY, not the City, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by EY under this

agreement. Nothing in this Agreement should be construed as a waiver of any governmental immunity by the City, its agent or its employees as provided by statute or court decisions.

For all claims arising under this Agreement or otherwise related to the services under this Agreement, regardless of the basis on which the claim is made, EY's liability for direct damages shall be limited to the fees paid to EY for performance hereunder.

EY shall not be liable for incidental, indirect, special, consequential, or punitive damages in connection with claims arising under this Agreement or otherwise related to the services under this Agreement.

EY shall be solely responsible for all of the liabilities and obligations under this Agreement or relating to the services, whether or not performed in whole or part by EY, any other Ernst & Young member firm ("EY Firm") or any of their respective affiliates and personnel.

**10. Indemnification/Insurance:** EY understand and acknowledges that the City has no obligation whatsoever to defend, indemnify, or otherwise hold harmless EY from any claims that may arise out of the performance of EY's duties as specified in this Agreement.

EY agrees to maintain:

- Professional liability insurance in an amount not less than \$2,035,030 per occurrence/\$2,035,030 annual aggregate, covering negligent acts, errors, omissions, or willful misconduct of a professional nature committed or alleged to have been committed by EY in the performance of EY's services set forth herein.

Coverage shall be effective upon the date of the Agreement and shall be maintained during the term of the EY agreement. EY shall provide proof of such insurance, issued by an insurer licensed to do business in the State of Michigan, in a form acceptable to the City. Insurance coverage shall cover all claims against the City of Flint, its officials and employees, arising out of the work performed by the EY under this Contract.

In the occasion of cancellation, material restriction, non-renewal, or lapse of any of the required policies, EY agrees to indemnify and hold harmless the City and all persons entitled to indemnification by the City pursuant to Flint Code of Ord. §35-80, for any and all third party claims against the City based that upon bodily injury, death, or damage to (including loss or destruction of) tangible property that arise out of negligence or intentional misconduct of Contractor, its owners, agents, employees, partners or subcontractors. Should EY fail to indemnify the City in the above-mentioned circumstances, the City may exercise its option to deduct the

cost that it incurs from the contract price forthwith. This paragraph shall survive the expiration or termination of this Agreement in perpetuity.

11. **Confidentiality:** EY agrees that any information or records provided to EY by the City, its officials, or employees, shall remain the property of the City and shall not be disclosed to third parties without the prior written consent of the City. The confidentiality and non-disclosure obligations in this Section 8 do not apply, however, to information that (i) is, at the time of disclosure, in the public domain; or (ii) becomes part of the public domain through publications or otherwise without EY breach of this Agreement.

EY may disclose confidential information without prior written consent if disclosure is compelled by court order, investigative demand, subpoena or similar legal process. EY shall provide City advance written notification of any such disclosure requirements unless notification is prohibited under applicable law.

This paragraph shall survive the expiration or termination of this Agreement in perpetuity.

12. **Records Property of City and Intellectual Property:** All documents, information, reports and the like prepared or generated by EY as a result of this contract shall become the sole property of the City of Flint, subject to restrictions on their distribution to third parties and EY's retention of ownership of certain data, modules, leading practices, and specifications developed or used by EY or its licensors, or to which EY otherwise has rights, including enhancements and improvements developed in the course of performing the services.

13. **Governing Law:** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan.

14. **Severability:** The invalidity of any portion of this Agreement shall not invalidate the remainder of the Agreement, unless the elimination of the invalid portions shall substantially defeat the intent and purposes of the parties.

15. **Non-Assignment:** This Agreement is personal to each of the parties and neither party may assign or delegate any of its rights or obligations under this Agreement without first obtaining the other's written consent.

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

waived in writing all rights to seek redress from the City under any circumstances whatsoever.

17. **Standards of Performance:** EY agrees to perform all work in a professional and workmanlike manner and in accordance with professional standards that apply to EY in its performance of services. The City is relying upon the professional reputation, experience, and ability of EY. EY agrees that all of the obligations required by the EY under this Agreement shall be performed by EY or by others utilized, subcontracted by EY and working under EY's direction and control. The continued effectiveness of EY during its term or any renewal term shall be contingent upon EY meeting the performance standards described herein.
18. **Time of Performance:** EY's services shall commence immediately upon receipt of the notice to proceed and shall be carried out forthwith and without reasonable delay.
19. **Waiver:** Failure of the City to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any term, covenant, or condition. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.
20. **Force Majeure:** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, and acts of God. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the services may be continue.
21. **COVID-19 Policies and Training:** Contractor acknowledges that the Country is in the middle of a COVID-19 pandemic and agrees that Contractor, its staff and its subcontractors will comply with Federal, State of Michigan Executive Orders, Michigan Department of Health and Human Services Epidemic Orders, Local guidance, CDC, OSHA, MIOSHA and other regulatory guidelines to mitigate risk and exposure to COVID-19. Contractor also agrees that Contractor, its staff and subcontractors if any, shall abide by City of Flint COVID-19 policies and procedures currently in existence, modified or that may be created, including but not limited daily temperature checks, social distancing, mitigation and disinfected measures and agree to participate in any trainings as required by the City of Flint. Contractor, its staff and its subcontractors agree that failure to comply with this provision shall constitute a substantial and material breach of this contract. Such

a breach shall constitute good cause for the termination of this contract should the City of Flint decide to terminate on such basis.

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

23. **Disallowing Business Transaction with EY if involved in pending litigation or litigation within the past five (5) years.** It is hereby established that the City may not enter into a contract with any EY, company and/or subsidiary that is or has been within the past five (5) years, involved in a lawsuit with the City of Flint. All existing agreements and the like that fall within the parameters of the prohibitions will be cancelled.

24. **Integration:** This Agreement contains all of the terms and conditions of the agreement between the Parties. No amendments or modification to this Agreement will be valid unless in writing and signed by both parties. The Agreement shall be binding on the parties, their legal representatives, successors, and assigns.

25. **Dispute Resolution:** Claims by City or EY seeking solely injunctive relief shall be brought in a court of competent jurisdiction located in the State of Michigan. All other claims seeking remedies other than injunctive relief shall be resolved through mediation and (if necessary) arbitration in accordance with the Dispute Resolution Procedures set forth in Exhibit A.

26. **EY Grants Accelerator:** EY will leverage its proprietary EY Grants Accelerator (EYGA) in performance of the services under this Agreement. Terms and conditions applicable to EYGA including City access to and use of the tool are incorporated in Exhibit C (EYGA Terms and Conditions).

27. **Whole Agreement:** This written agreement and any documents cited herein embody the entire agreement between the parties. Any additions, deletions or modifications hereto must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

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

\_\_\_\_\_  
Clyde D. Edwards, City Administrator

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

Ernst & Young, LLP

APPROVED AS TO FORM:

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William Kim, Chief Legal Officer



## Exhibit A – Dispute Resolution Procedures

### **Mediation**

#### Exhibit A – Dispute Resolution Procedures

#### Mediation

A party shall submit a dispute to mediation by written notice to the other party or parties within 90 days from the date the party knows or should have known the facts giving rise to the claim, dispute or question. A party's failure to comply with any portion (including timeliness) of this provision shall be deemed a permanent waiver and forfeiture of the claim, dispute, or question, if the party being provided with notice of mediation after 90 days reasonably determines that the non-compliance materially prejudices it.

The mediator shall be selected by the parties. If the parties cannot agree on a mediator, the International Institute for Conflict Prevention and Resolution ("CPR") shall designate a mediator at the request of a party. Any mediator must be acceptable to all parties and must confirm in writing that he or she is not, and will not become during the term of the mediation, an employee, partner, executive officer, director, or substantial equity owner of any EY audit client.

The mediator shall conduct the mediation as he/she determines, with the agreement of the parties. The parties shall discuss their differences in good faith and attempt, with the mediator's assistance, to reach an amicable resolution of the dispute. The mediation shall be treated as a settlement discussion and shall therefore be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. The mediation proceedings shall not be recorded or transcribed.

Each party shall bear its own costs in the mediation. The parties shall share equally the fees and expenses of the mediator.

If the parties have not resolved a dispute within 90 days after written notice beginning mediation (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate and the dispute shall be settled by arbitration.

#### Arbitration

The arbitration will be conducted in accordance with the procedures in this document and the CPR Rules for Non-Administered Arbitration ("Rules") as in effect on the date of the Agreement, or such other rules and procedures as the parties may agree. In the event of a conflict, the provisions of this document will control.

The arbitration will be conducted before a panel of three arbitrators, to be selected in accordance with the screened selection process provided in the Rules. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the Federal

Arbitration Act and resolved by the arbitrators. No potential arbitrator may be appointed unless he or she has agreed in writing to these procedures and has confirmed in writing that he or she is not, and will not become during the term of the arbitration, an employee, partner, executive officer, director, or substantial equity owner of any EY audit client.

The arbitration panel shall have no power to award non-monetary or equitable relief of any sort or to make an award or impose a remedy that (i) is inconsistent with the agreement to which these procedures are attached or any other agreement relevant to the dispute, or (ii) could not be made or imposed by a court deciding the matter in the same jurisdiction. In deciding the dispute, the arbitration panel shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, and shall have no power to decide the dispute in any manner not consistent with such limitations period.

The costs of the arbitration shall be split and borne equally between the parties and such costs are not subject to shifting by the arbitrator.

Discovery shall be permitted in connection with the arbitration only to the extent, if any, expressly authorized by the arbitration panel upon a showing of substantial need by the party seeking discovery.

All aspects of the arbitration shall be treated as confidential subject to the laws of the State of Michigan including but not limited to the Michigan Freedom of Information Act. The parties and the arbitration panel may disclose the existence, content or results of the arbitration only in accordance with the Rules or applicable professional standards. Before making any such disclosure, a party shall give written notice to all other parties and shall afford them a reasonable opportunity to protect their interests, except to the extent such disclosure is necessary to comply with applicable law, regulatory requirements, or professional standards.

The result of the arbitration shall be binding on the parties, and judgment on the arbitration award may be entered in any court having jurisdiction.

The aforementioned shall survive the expiration or termination of this Agreement in perpetuity.

## Exhibit C (EYGA Terms and Conditions)

### Part A: Application Description

#### 1. Application provided "As Is"

The EY Grants Accelerator (the "**Application**") is a lightweight grants management solution built upon Microsoft's Power Platform. Featuring end to end grants management functionality, the Application allows for the application, evaluation, administration, and monitoring for both public and private grants.

2. Application provided "As Is". Except as may be otherwise expressly provided in this Application Information, the Application is provided on an "AS IS" and "AS AVAILABLE" basis without any warranties of any kind. All warranties (including but not limited to implied warranties of merchantability and fitness for a particular purpose or use), terms, conditions and undertakings, whether express or implied by common law, statute, course of dealing or otherwise in relation to the Application and Client's use thereof are excluded to the fullest extent permitted by law. **Terms of Use**

Access to and use of the Application is provided in accordance with the EY Software as a Service Terms of Use which forms Part B of this Application Information.

#### 3. Authorized Users

Client shall be solely responsible for the persons (the "**Authorized Users**") who are to be authorized to utilize the Application on Client's behalf. Authorized User volume is solely at the discretion of Client.

#### 4. Concurrent Use

The Application is set up to perform optimally for up to number of concurrent Authorized Users as defined in the Statement of Work. To the extent that additional Authorized Users are required to concurrently utilize the Application, overall speed and responsiveness may decrease. The Application can be set up to accommodate more concurrent users without a drop-off in performance; however, this would result in an increase in pricing to reflect the additional costs to EY. For any related questions, Client should reach out to its EY contact person.

#### 5. Support Services

EY will provide, at no additional cost, general support services ("**Support Services**") for the Application at the support levels set out below:

- a. EY will provide planned Application updates twice per year to make available additional Application features and enhancements;
- b. EY will provide support to assist in the remediation of any defect that may arise from Application updates provided the Client meets the Terms of Use requirements as defined in Part B of this Application Information.

Client will provide EY with a list of qualified individuals who are authorized to make requests for Support Services. These individuals may make these requests by contacting EY via the processes defined within the Statement of Work.

Requests for Support Services shall include a documented example of the reported error. Where requested by EY, Client will also provide EY with a listing of output or any other data which EY requires to reproduce operating conditions similar to those present when any defect or error in the Application was identified.

## **6. Client Responsibilities**

Client shall be responsible for determining whether the use of the Application is appropriate for the Client's purposes. In addition, in its use of the Application, Client will:

- a. provide EY access to Client designated personnel whose participation is necessary to enable the successful use of the Application;
- b. provide EY with an email address at which Client will receive written correspondence from EY;
- c. define and implement processes and protocols that pertain to effective use of the Application as well as any relevant tasks and processes in managing internal security (including virus protection), access rights and back-ups;
- d. provide support to Authorized Users in relation to how to use the Application. Questions that cannot be answered may be referred to EY using the support mechanism outlined in this Agreement;
- e. comply with all applicable laws, rules, and regulations as it pertains to its use of the Application, and the employment, contracting, resourcing, hiring and management of Client's personnel, contractors, and other resources, including but not limited to any applicable laws related to employment, and data privacy. It is the responsibility of Client to make sure that Client's access and use of the Application complies with all laws applicable to Client and its business, in any jurisdiction in which it uses or access the Application. As such, EY makes no commitment that Client's access and use of the Application complies with any laws, rules, regulations, ordinances, compacts, judgements, agreements, or otherwise, which are applicable to Client;
- f. obtain and maintain all necessary hardware, software licenses, consents and permissions required to receive EY's delivery of the services pursuant to this Agreement and to ensure that the Client's network and systems comply with the relevant specifications provided by EY from time to time;
- g. implement appropriate processes, systems and procedures to protect itself from viruses or other harmful components.

## **7. Changes to the Application**

EY may make changes to the Application for any reason at any time provided that EY shall provide Client follow up notice of any material change in functionality. Application updates are planned bi-annually and communicated 90 days ahead of planned availability. Client will have 30 days to deploy and evaluate the updated Application. Client is responsible for deploying

updated Application to all environments within 30 days of delivery unless mutually agreed with EY.

**8. Return of User Content**

Upon termination of the Client's right to use and access the Application, EY will make the User Content (as defined in the Terms of Use) residing in the Application available to Client for extraction or copying for a period of 60 days following such termination.

## Part B: EYGA SOFTWARE AS A SERVICE TERMS OF USE (“TERMS OF USE”)

These Software as a Service Terms of Use (“**SaaS TOU**”) for the Application(s) set forth on the Order Form (the “**Order Form**”) to which these SaaS TOU are attached or incorporated by reference (the “**Application**”) is between Ernst & Young LLP (“**EY**”) and the City of Flint set forth on such Order Form (“**Client**”) These SaaS TOU together with the Order Form are hereinafter referred to as this “Agreement”.

### 1. Subject of these SaaS TOU, Use and Access

- 1.1 The subject of these SaaS TOU are the terms and conditions under which EY will permit Client to access and use the Application. If there is any inconsistency between provisions in different parts of the Agreement, those parts shall have precedence as follows (unless expressly agreed otherwise): (a) the SaaS TOU, and any Appendices or Exhibits thereto; (b) the applicable Order Form, and any Appendices or Exhibits thereto; and (c) any other exhibits, appendices, or other documents, in each case, that are explicitly incorporated into the Agreement by reference.
- 1.2 Depending on the method by which the Application is made available to the Authorized Users, the Application (including any corresponding access pages, portals, or websites) may prompt the Authorized Users to review, accept, or reject certain use terms prior to using the Application (“**Online Access Terms**”). With respect to Authorized Users access and use of the Application, any term of the Online Access Terms shall only apply to the extent it is not in conflict with this Agreement, including these SaaS TOU.
- 1.3 EY may allocate to Client, and/or Authorized Users, or Client and/or Authorized Users may be invited to create, usernames, passwords, identification codes, tokens or other identifiers as part of the security processes that apply to the Application (“**Login Credentials**”). Client, and/or Authorized Users, may need to enter their Login Credentials each time they wish to access or use any part of the Application. Client and/or the Authorized Users shall:
  - (a) keep their Login Credentials confidential;
  - (b) not permit any other personnel of Client or any third party to use the Login Credentials;
  - (c) use adequate security procedures to ensure the security of their Login Credentials to prevent unauthorized access to or unauthorized use of the Application; and
  - (d) promptly notify EY if they become aware of, or have reasonable grounds to suspect, the loss, theft or disclosure to any third party or unauthorized use of their Login Credentials or any other breach of security in relation to their account.
- 1.4 If EY suspects that unauthorized persons are using Client’s or an Authorized User’s Login Credentials, EY may, with or without prior notice, suspend such access to and use of the Application.
- 1.5 Client assumes full responsibility for any and all use, unauthorized use and/or misuse of the Application by any person (including Authorized Users) using Login Credentials.

1.6 EY shall not be responsible for any failure or delay in the performance or availability of the Application, to the extent caused by an act of war, unrest, strike, pandemic, act of God, electrical, internet, or communication outage, or any other events or circumstances beyond the reasonable control of EY.

**1.7 Client's use of the Application**

1.7.1 Subject to Client's compliance with all terms of the Agreement, EY grants Client a non-exclusive, non-transferable, revocable right to access and use the Application, during the Term, in accordance with the Agreement and solely for the Client's own business purposes as described in the Agreement ("**Permitted Business Purposes**").

1.7.2 Client may not use, sub-license, grant use rights, or otherwise exploit the Application for any purpose except for Permitted Business Purposes.

1.7.3 Client and its Authorized Users shall not:

- (a) use the Application, access, or permit access to the Application for any fraudulent or unlawful purpose or to impersonate any person or entity, or to falsely state or otherwise misrepresent Client's affiliation with any person or entity;
- (b) interfere with or disrupt the operation of the Application or access to it;
- (c) transmit or otherwise make available in connection with the Application or access to it; any virus, worm, Trojan horse, time bomb, spyware, or other computer code, file, or program that is harmful or invasive or that may or is intended to damage or hijack the operation of, or to monitor the use of, any hardware, software, or equipment;
- (d) restrict or inhibit the ability of any other person to access or use the Application where that other person has been authorized by EY to access or use the Application;
- (e) modify, adapt, translate or create derivative works of any portion of the Application;
- (f) remove, obscure or modify any copyright, trade mark, or other proprietary rights notice from the Application;
- (g) use any robot, spider, search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine," or in any way gather data from the Application or circumvent the navigational structure or presentation of the Application, except that search engines that are publicly available on the internet may copy materials from the Application solely for the purpose of creating publicly available searchable indices of the Application (but not caches or archives). EY reserves the right to revoke the foregoing right in respect of any search engine at any time;
- (h) attempt to circumvent any security features or access control features on or of the Application;
- (i) use the Application to send unsolicited email or unsolicited instant messages or for file-sharing purposes;

- (j) decompile or reverse engineer or otherwise attempt to derive source code for any part of the Application except to the extent that applicable law allows Client to do so without EY's consent, and then only for the limited purpose, and to the extent, allowed by applicable law and provided that Client does not disclose or communicate such source code to any other person; or
  - (k) frame, link or deep-link the Application.
- 1.7.4 Client may not provide access to the Application to anyone other than Authorized Users. Client is responsible for Authorized Users' compliance with the terms of this Agreement.
- 1.7.5 Client shall not, indirectly or directly, enable the access or use of the Application, its functionality or outputs, by any individual or entity, or in any jurisdiction or country, where such access or use would be prohibited by any US, EU or other law, regulation, or rule. EY may refuse to provide or allow access to the Application if EY reasonably believes it could violate any applicable law or regulation.
- 1.7.6 EY may make changes to the Application for any reason at any time provided that EY shall provide Client notice of any material change in functionality. If: (i) EY changes any part of the Application that removes material functionality, Client may, at any point within 30 days of EY's notice of such change, unilaterally end the Term with immediate effect by written notice to EY; or (ii) if EY sunsets or otherwise ceases to provide the Application in the market, including to Client, thus terminating the Agreement; Client shall be entitled to a pro-rata refund of any fees that Client has pre-paid for the Application in respect of the time period beyond the date of such termination. Such termination and refund are Client's sole remedy, and EY's sole liability, for any such termination, changes to the provision of the Application or changes to the Application.

## 1.8 User Content

- 1.8.1 EY may provide functionality on or through the Application that allows Client and Authorized Users to post or upload content and/or materials onto the Application and to transmit content or materials by means of the Application ("**User Content**").
- 1.8.2 EY and any other EY Firm may, in accordance with applicable law and EY's professional obligations, retain and use the User Content and statistical information related to the performance and use of the Application, together with any data derived from such information, to keep the Application updated and secure, and to make improvements and enhancements to the Application or other products and services. The previous sentence shall not permit the external use of User Content in a way that identifies Client.
- 1.8.3 Client (including Authorized Users) shall not upload, post, otherwise transmit or provide access through the Application to content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene,



invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable.

- 1.8.4 EY reserves the right to remove, disable access to or edit User Content if EY reasonably believes that User Content may infringe the intellectual property or other rights of any person or does not comply with the Agreement. Client shall only post, upload, make available, and transmit User Content if it has the authority to do so.

## **1.9 Links to third party sites and content**

- 1.9.1 If the Application includes links or access to third party websites or services; such links and access are provided for Client's convenience only and do not signify that EY endorses such third-party websites or services. Accordingly, and notwithstanding anything to the contrary in this Agreement, Client acknowledges and agrees that:
- (a) EY is not responsible for such websites or services, including but not limited to the terms on which they are made available and their privacy policies, and EY does not control or have any responsibility for their content, functionality or availability;
  - (b) EY makes no representation, warranty or condition, either express or implied, in relation to any goods or services or information received from such websites or services; and
  - (c) if Client access any such websites or services, Client does so entirely at its own risk.
- 1.9.2 If the Application permits users to submit questions, comments, suggestions and the like for use by other users of the Application, EY assumes no responsibility for the content or accuracy of any such submissions, nor for any recommendations or opinions that may be expressed therein, nor for the suitability or applicability to a particular user of any such submissions.

## **2. Intellectual property**

- 2.1 Except with respect to any User Content, as between EY and Client, EY shall own all intellectual property rights in the Application.
- 2.2 To the fullest extent permitted by applicable law and EY's professional obligations, EY will indemnify and hold harmless Client against all liabilities, losses, damages, costs and expenses that are finally awarded by an arbitrator or court of competent jurisdiction, or included in a settlement entered into in accordance with the procedures set forth in this Section 2.2, due to third party claims alleging that the Application, as provided by EY, infringes a third party's patent, copyright, or similar intellectual property right enforceable in the applicable jurisdiction where the Application is made available by EY, or misappropriates a third party's trade secret, provided that Client: (i) promptly notifies EY of such a claim; (ii) allows EY to control the defense and/or settlement of such claim; and (iii) provides EY with reasonable assistance in defending such claim, upon request from EY. EY's indemnification obligations in this Section 2.2 shall not be applicable to the extent such claim is due to: (i) Client's modification of the Application, (ii) Client's noncompliance

with EY's specifications for the Application or obligations in the Agreement, (iii) Client's use of the Application with software or other items not provided or specified by EY; or (iv) Client's direction or specifications to EY. In the event of such a claim (or where EY believes such a claim is reasonably likely to occur), EY may, at its option, do any of the following: (A) modify the Application to be non-infringing; (B) obtain the applicable rights to allow Client to continue to use the Application; (C) replace or modify the Application with a functionally equivalent feature or Application that is not infringing; or (D) if none of the foregoing is reasonably available, require that Client cease using the Application or affected feature and provide an equitable pro-rata refund of any amounts the Client has pre-paid for use of the Application or such feature that it may no longer use. This Section 2.2 states Client's sole remedy and EY's exclusive obligation in the event of a third-party claim alleging that the Application infringes its applicable intellectual property rights. The foregoing indemnification obligations shall not be subject to any limitation of liability set forth in the Agreement.

- 2.3 **Feedback.** If Client or any of its personnel or contractors provides EY any suggestions or recommendations about changes to the Application, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), EY is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. Client hereby assigns to EY on Client's behalf, and on behalf of its personnel, contractors and/or agents, all right, title, and interest in, and EY is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although EY is not required to use any Feedback. EY shall not externally disclose the Feedback in non-anonymized form or use the Feedback in a way that identifies Client.

### **3. Term**

Unless terminated earlier in accordance with this Agreement, the term of this Agreement shall be from the date of Client's signature hereto ("Effective Date") and extend for the period set forth on the Order Form the ("Term"). The initial setup of the Application, and when Client may begin to use and access the Application may be further described in the Application Information.

### **4. Warranty**

Notwithstanding any other provision herein, EY warrants that after the completion of any initial set up of the Application, the Application will materially perform and provide the features described in the Order Form during the Term. If the Application does not materially perform or provide such features, Client must promptly provide EY with written notice that describes such deficiency in the Application. If after investigation, EY determines that the failure of the Application to perform and provide such features is solely due to a defect in the Application, EY shall attempt to correct such defect in the Application. If EY is unable to correct such defect, EY will provide a pro rata refund of any

prepaid Fees. This shall be Client's sole and exclusive remedy as it relates to any warranty, express or implied, underneath this Agreement.

## 5. Termination

EY may immediately terminate this Agreement, suspend or restrict Client's and/or one or more Authorized User's access to all or any part of the Application if:

- (a) Client or an Authorized User fails to comply with the terms of this Agreement; or
- (b) Client fails to pay when due, any sums payable by Client in accordance with this Agreement; or
- (c) Client ceases or threatens to cease to carry on business, is unable to pay its debts as they fall due, have an administrator, receiver, administrative receiver or manager appointed over the whole or any part of Client's assets, enter into any agreement with creditors generally, or have an order made or resolution passed for Client to be wound up (unless as part of any scheme for solvent amalgamation or solvent reconstruction); or
- (d) EY reasonably determines that it can no longer provide Client with access or use of the Application in accordance with applicable law or its professional obligations.

5.2 1. terminate these SaaS TOU, or to grant any waiver under or in connection with these SaaS TOU.

5.3 Intentionally Removed. Any provisions of this Agreement that by their nature are intended to survive termination, shall survive termination or expiry of this Agreement.

## 6. Confidentiality

7. EY agrees that any information or records provided to EY by the City, its officials, or employees, shall remain the property of the City and shall not be disclosed to third parties without the prior written consent of the City. The confidentiality and non-disclosure obligations in this section do not apply, however, to information that (i) is, at the time of disclosure, in the public domain; or (ii) becomes part of the public domain through publications or otherwise without EY breach of this Agreement.

8. EY may disclose confidential information without prior written consent if disclosure is compelled by court order, investigative demand, subpoena or similar legal process. EY shall provide City advance written notification of any such disclosure requirements unless notification is prohibited under applicable law.

This paragraph shall survive the expiration or termination of this Agreement in perpetuity.

9. Intentionally Removed.

## 10. Third party rights

11. Provisions of these Terms of Use or the Agreement that by their nature may benefit other EY Firms and/or any member, shareholder, director, officer, partner, principal, employee

or subcontractor of EY or any other EY Firm, are intended for the benefit of EY, other EY Firms and such persons listed above, who shall be entitled to rely upon and enforce those provisions. Otherwise, a person who is not a party to these SaaS TOU may not rely upon or enforce any terms of these SaaS TOU and shall have no third-party rights under these Terms of Use.

12. The consent of any person who is not a party is not required to rescind, vary, suspend, enforce or terminate these SaaS TOU, or to grant any waiver under or in connection with these SaaS TOU.

13. **Intentionally Removed.**

14. **Intentionally Removed.**

15. **Data Processing**

15.1 In these Terms of Use, **Data Protection Law** refers to: (a) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter "**Regulation**"), and (b) all laws, rules, regulations, or implementing legislation related to the processing of Personal Data in the country where the Application is accessed. The terms "**Controller**", "**Processor**", "**Processing**", "**Data Subjects**", "**special categories of Personal Data**", "**Personal Data Breach**" and "**Supervisory Authority**" have the respective meanings as defined in the Regulation. In addition, "**Personal Data**" means any information that is defined as "personally identifiable information," "personal information," "personal data," or other similar term under applicable Data Protection Law and shall include information (regardless of the medium in which it is contained), whether alone or in combination with other available information, that directly or indirectly identifies a Data Subject, but is limited in each case to any such Personal Data that is Processed by EY with respect to Client's access to and use of the Application.

15.2 EY and the Client shall comply with applicable Data Protection Law. With respect to the Personal Data Processed by EY in the Application, Client acts as the Controller (or similar status under applicable Data Protection Law that determines the purposes and means of Processing) and EY acts as the Processor (or similar status under applicable Data Protection Law that acts on behalf of the Controller or similar status). Before providing Personal Data to EY or giving EY instructions to access and further Process the Personal Data, the Client as the Controller (or similar status), shall ascertain that such Processing is legitimate pursuant to Article 6 of the Regulation (or other applicable Data Protection Law).

15.3 EY shall keep confidential the Personal Data that it processes on behalf of the Client and shall provide that anyone acting under its authority keeps Personal Data confidential, unless it is required by applicable law, professional regulation or governmental directive to disclose such Personal Data. It shall Process such Personal Data only on the documented instructions of the Client, unless it is required to Process Personal Data under applicable law, professional regulation or governmental directive. In that case, EY shall inform the Client of that legal requirement before Processing the Personal Data, unless applicable law, professional regulation or governmental directive prohibits such notice. If EY incurs additional costs as a consequence of the Client changing already provided instructions or

introducing additional instructions, the Client shall reasonable remunerate EY for such cost increases. To the extent required by applicable Data Protection Law, EY will not retain, use or disclose Personal Data for any purpose other than for the specific purpose set out in the Agreement, or as otherwise permitted by applicable law or regulation.

- 15.4 EY shall inform the Client if it believes an instruction constitutes an infringement of applicable law or regulations, including Data Protection Law.
- 15.5 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing of Personal Data as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, EY shall implement technical and organizational measures designed to ensure a level of security appropriate to the risk. The measures will also be aimed at preventing the unnecessary collection and further Processing of Personal Data. EY shall periodically evaluate and strengthen, supplement or improve the measures it has implemented insofar as requirements or technological developments prompt it to do so.
- 15.6 EY shall give the Client the opportunity periodically to check compliance with these provisions and the statutory provisions applicable to the Processing of Personal Data. The checks may be carried out on behalf of the Client by an external independent auditor unless that auditor is a direct competitor of EY at the Client's expense and upon not less than sixty (60) days' prior written notice. That periodic check shall be limited to EY's answering questions put by the Client (a maximum of once a year) during normal business hours about EY's compliance with applicable Data Protection Law and, where necessary, the Client's being allowed to interview an EY IT employee or EY IT employees at an EY premise.
- 15.7 Having regard to EY's duty of confidentiality towards other clients, the Client accepts and acknowledges that EY shall not allow the Client or an auditor mandated by the Client to access its IT systems and/or its IT infrastructure.
- 15.8 EY shall inform the Client:
  - (a) of any Personal Data Breach that must be notified pursuant to Articles 33 and 34 of the Regulation. EY shall inform the Client without undue delay and to the extent reasonably possible, within 72 hours after becoming aware of the Personal Data Breach;
  - (b) of complaints directed towards EY from Data Subjects whose Personal Data are being Processed by EY;
  - (c) of requests regarding the exercise of data protection rights from Data Subjects whose Personal Data are being Processed by EY regarding the exercise of their data protection rights under the Regulation or other applicable Data Protection Law;
  - (d) of a request for audit by a Supervisory Authority or other competent authority where such is permitted pursuant to the applicable law and regulations.
- 15.9 EY shall provide the Client with reasonable assistance requested by the Client at the Client's expense in connection with a request from, or audit by, a Supervisory Authority or

other competent authority, or in connection with a request or complaint from Data Subjects whose Personal Data are being Processed by EY. EY shall also assist the Client in complying with applicable Data Protection Law that may require the Client to conduct data protection impact assessments and to consult with Supervisory Authorities.

- 15.10 EY shall not outsource the Processing of Personal Data in whole or in part to a subcontractor without the prior written authorization of the Client. The Client shall be entitled to refuse such authorization without giving a reason or to make its authorization subject to further conditions. EY's subcontractor must also, as a minimum, comply with contractual provisions similar to this Agreement. In case the subcontractor fails to fulfil its data protection obligations under such contract with EY, EY will remain fully liable towards the Client for the performance of the subcontractor's obligations. By signing this Agreement, the Client authorizes EY to engage other EY Firms and any member, shareholder, director, officer, partner, principal, employee or subcontractor of EY or any other EY Firm in the Processing of Personal Data.
- 15.11 EY may Process Personal Data in countries outside the European Economic Area ("EEA") provided that EY complies with the provisions of Chapter V of the Regulation ("Transfers of personal data to third countries or international organizations").
- 15.12 EY has implemented Processor Binding Corporate Rules ("BCRs") for transfers between the various EY Firms. They are published on its website: [www.ey.com/bcr](http://www.ey.com/bcr). The Client agrees and accepts that Personal Data Processed by EY pursuant to this Agreement may be transferred outside of the EEA on the basis of the BCRs. The Client agrees that it is responsible to inform Data Subjects about the existence of processors based outside of the EU and to provide a link to EY's BCRs and this Agreement (without any sensitive/confidential information) as well that if in case a transfer involves special categories of Personal Data, Data Subjects have been informed or will be informed before such transfer takes place.
- 15.13 The duration of the Processing will be governed by the Agreement. After the end of the provision of services relating to Processing, EY shall, at the choice of the Client, delete or return all Personal Data to the Client and delete all copies unless EY has a statutory or professional duty to store the Personal Data beyond termination of the Agreement. The Parties acknowledge that EY may keep data retained for back-up purposes which EY may keep pursuant to its document retention and business continuity policies, provided that the security and confidentiality provisions as included in this Agreement continue to apply to them.
- 15.14 For the avoidance of doubt, nothing herein shall be deemed to prohibit EY, acting as a Controller (or similar status) from Processing Personal Data for certain internal processes, such as safeguarding compliance with regulatory and legal obligations to which EY is subject, conflict checking, risk management and quality reviews and EY's internal financial accounting, information technology and other administrative support services.

## **16. IT Security and Application Infrastructure**

- 16.1 In its provision of the Application to Client, EY shall take steps and security precautions in accordance with commercially reasonable industry standards to minimize the risk of

unauthorized access to, or sabotage of, the User Content and Personal Data in the Application.

- 16.2 EY shall develop, administer and maintain policies that protect EY's information systems from loss, damage, unauthorized disclosure or disruption of business, which includes the physical protection and logical segmentation of information systems including any User Content and Personal Data.
- 16.3 EY shall institute physical and environmental controls and safeguards, designed to preserve the integrity and availability of the Application and the User Content/Personal Data contained thereon, whether they are in use at EY facilities, client sites or third-party locations. EY shall provide measures for maintaining the supporting infrastructure of information and information systems, including the physical protection of any EY equipment associated with the Application.
- 16.4 EY shall define a set of processes and procedures for the management of the communications network systems and information processing facilities used to provide the Application, including:
  - (a) Change management;
  - (b) Third-party service delivery management;
  - (c) System planning and acceptance;
  - (d) Protection against malicious code;
  - (e) Regular backup of information and software;
  - (f) Network security management including secure remote access, intrusion detection, network protocol and perimeter protection, countermeasures designed to detect unauthorized activity, storage and handling of digital media;
  - (g) Exchange of information via mutually agreed methods and appropriate use of encryption;
  - (h) Monitoring and audit logging;
  - (i) Decommissioning of information systems;
  - (j) Capacity management of business-critical systems and components;
  - (k) Development and pre-production environments; and
  - (l) Procedures for management, handling and storage of media.
- 16.5 EY shall implement procedures designed to control access to information systems and User Content/Personal Data, including providing user identification and access controls. EY shall seek to limit access to the User Content/Personal Data to authorized users, who require such access based upon business requirements.

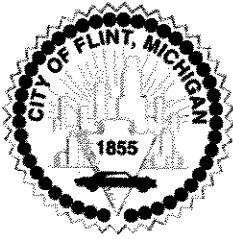
- 16.6 With regard to the specification, acquisition, development and maintenance of information systems, including both those procured from external vendors and those internally produced, EY shall determine the confidentiality, integrity and availability requirements, and continue to review these against an enduring risk profile through the usage lifecycle. EY shall define and maintain principles for the appropriate security aspects of any Application development lifecycle. EY shall implement procedures and methods designed to identify and evaluate notified technical vulnerabilities and threats and shall deploy a patch and vulnerability management policy designed to remediate EY's information systems where necessary.
- 16.7 EY shall prepare and maintain an incident response plan and program containing procedures and directions to follow in the event of an incident related to the security of EY's computer infrastructure, documenting the necessary steps and channels of communication to be followed. EY directions shall incorporate procedures for notifying EY's clients, and other necessary stakeholders, promptly if any security incident is determined to have caused a security breach involving Personal Data.
- 16.8 EY shall develop and maintain business continuity impact analyses and disaster recovery plans, designed to maintain EY's provision of the Application with minimal interruption. Each plan shall detail measures to support the restoration of the Application, to resume operations as soon as practicable after an emergency. EY shall conduct periodic testing on the firm's most critical business applications, designed to provide assurance that they are readily available in the event of a declared disaster. EY shall take backups offsite, to support the recoverability of EY systems in the event of a disaster.
- 16.9 EY information systems shall comply with security requirements and policies, applicable laws and regulatory requirements regulating EY as a provider of the Application.
- 16.10 Client acknowledges that the Application is provided using a shared infrastructure environment, locations, and support model, using shared or standardized platforms, technical configurations, access protocols, procedures, personnel and resources ("Application Infrastructure"). As such, and notwithstanding anything to the contrary in the Agreement, as it relates to the Application Infrastructure, as between EY and Client; EY shall have sole authority to decide and control the methods used to operate the Application Infrastructure. To the extent that EY uses any third parties to provide the Application Infrastructure or otherwise support the Application, EY shall be responsible for such third parties to the same extent as EY hereunder.

## **17. Disclaimers**

- 17.1 EY does not engage in the practice of law through the Application, and functionality provided through the Application does not constitute legal advice; Client may not consider any information provided to it through the Application as legal advice or as a substitute for legal advice.
- 17.2 EY does not provide any assurance that its processes associated with the Application are sufficient to preserve any accountant-client, attorney-client, work product, or any other applicable privilege or protection that Client (whether in Client's role as a client, as a professional, as a lawyer, or otherwise) or any third person may have or be obligated to maintain, or that may otherwise apply to the questions and information Client submits.



Client is solely responsible for determining whether its use of the Application could be deemed to waive or impair in any manner any applicable privilege or protection.



240124

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

PRESENTED: 4-03-2024

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

**RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS FOR YOUTH JOB TRAINING TO CITY OF FLINT CLEAN & SAFE SUMMER YOUTH JOB TRAINING PROGRAM FOR \$200,000**

In 2022 and 2023, the City of Flint received funds pursuant to the American Rescue Plan Act of 2021 (ARPA), which could be used by the City for specific and defined purposes. In 2023, the City of Flint obligated all of the ARPA funding received, of which approximately \$40 million was obligated as “revenue replacement;”

City Administration recommends reallocating \$200,000 of ARPA funds, previously obligated for revenue replacement, to provide funding to City of Flint Clean & Safe Summer Youth Job Training Program to provide summer jobs for youth ages 15-19 to eradicate idle time and keep them safe from crime by providing 5-weeks of summer employment paid through the ARPA Youth Job Training category for 5-7 non-profit organizations to host the participants.

Reallocated funds will be moved from #101-287.000-963.000 as follows:

Account	Description	Amount
101-728.018-801.000	City of Flint Clean & Safe Summer Youth Job Training Program/Youth Job Training	\$200,000

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding source account #101-287.000-963.000 to City of Flint Clean & Safe Summer Youth Job Training Program in the amount of \$200,000. Based on review and validation of the appropriate fund use by the City’s compliance firm, implementation of these funds will be consistent and compliant with US Department of Treasury requirements and previously approved authorizations.

For the City:

For the City Council:

CLYDE D EDWARDS / A0138  
CLYDE D EDWARDS / A0138 (Mar 29, 2024 12:57 EDT)  
Clyde D. Edwards, City Administrator

\_\_\_\_\_

Approved as to Form:

Approved as to Finance:

William Kim  
William Kim (Mar 29, 2024 12:34 EDT)  
William Kim, City Attorney

Phillip Moore  
Phillip Moore (Mar 29, 2024 12:37 EDT)  
Phillip Moore, Chief Financial Officer

**RESOLUTION STAFF REVIEW**

**Date: 3/28/2024**

**Agenda Item Title:** RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS FOR YOUTH JOB TRAINING TO CITY OF FLINT CLEAN & SAFE SUMMER YOUTH JOB TRAINING PROGRAM FOR \$200,000

**Prepared by:** Shelly Sparks-Green

**Background/Summary of Proposed Action:**

City of Flint Clean & Safe Summer Program – is a program created by Mayor Sheldon Neeley for the purpose of controlling youth crime activities during the summer months of June – August 2024. This initiative is part of a larger crime fighting platform that is funded through the Department of Justice CVIPI grant in partnership with the City of Flint Police and Fire departments. CVIPI has funded several organizations that focus on crime reduction and gun violence including Peacekeepers, Mans Movement, WOW Outreach, and Hurley Trauma Recovery Center.

***Funding Purpose:*** City of Flint Clean & Safe Summer Youth Job Training Program will provide summer jobs for youth ages 15-19 to eradicate idle time and keep them safe from crime by providing 5-weeks of summer employment paid through the ARPA Youth Job Training category for 5-7 non-profit organizations to host 10 participants each at their site. Each organization will be awarded up to \$35,000 for administrative reporting and program costs. The youth participants will be paid \$11.00 per hour for 29 hours each week. The program will start on June 17, 2024, and end on July 19, 2024.

Qualifying Youth - Eligible applicants must live within the city limits of Flint, be at or below 300% of Federal Poverty Limits, and have a hardship that is a direct result of COVID-19. Documentation for income verification is required. Must be between the ages of 15-19.

300% of Federal Poverty Guidelines – Adjusted for Family Size

<b>Family Size</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8+</b>
<b>Income</b>	<b>\$40,770</b>	<b>\$54,930</b>	<b>\$69,090</b>	<b>\$83,250</b>	<b>\$97,410</b>	<b>\$111,570</b>	<b>\$125,730</b>	<b>\$139,890</b>

Qualifying Organizations: Each organization will be required to submit a two-page application, proof of non-profit status, must be insured, have been in business for 2 years or more, and have qualified staff to be selected as a host for the Clean & Safe Summer Youth Job Training site.

The host organizations will be responsible for the promotion and hiring of the summer youth participants and reporting under the standard ARPA reporting requirements. The applications will be disseminated to schools and other youth facilities through the host organizations and City of Flint social media websites and online portals.

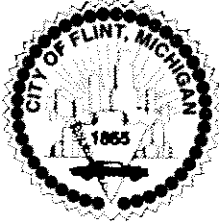
Account	Description	Amount
101-728.018-801.000	City of Flint Clean & Safe Summer Youth Job Training Program/Youth Job Training	\$200,000

**Financial Implications:**

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

**Budgeted Expenditure:** Yes \_\_\_ No X      **Please explain, if no:**  
**Pre-encumbered:** Yes \_\_\_ No X      **Requisition #:** N/A  
**Other Implications:** No other implications are known at this time.  
**Staff Recommendation:** Staff recommends approval of this resolution.

**APPROVAL** Shelly Sparks-Green  
Shelly Sparks-Green (Mar 27, 2024 12:53 EDT)  
 \_\_\_\_\_  
**Name, Title, Department**



240129

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

PRESENTED: 4-17-2024

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

**RESOLUTION TO ACCEPT A GRANT FROM BLOOMBERG PHILANTHROPIES**

**BY THE CITY ADMINISTRATOR:**

**Whereas**, Bloomberg Philanthropies in partnership with United Cities and Local Government and the Bloomberg Center for Public Innovation at Johns Hopkins University has awarded funding to the City through their Youth Climate Action Fund Initiative; and

**Whereas**, the total amount of funding is \$50,000; and

**Whereas**, the funding shall be used to support youth-led climate projects through the distribution of US\$1,000-5,000 micro-grants; and

**Whereas**, the City has a 6 month time period from receiving funds to fully utilize;

Dept.	Name of Account	Account Number	Grant Code	Amount
Mayor's Office	Salaries	296-171.726-702.020	PBLMB-YCAF24	\$6000
	Communications	296-171.726-702.010	PBLMB-YCAF24	\$1000
	Supplies	296-171.726-752.000	PBLMB-YCAF24	\$1000
	Professional Services	296-171.726-801.000	PBLMB-YCAF24	\$42000
		<b>FY24 GRAND TOTAL</b>		<b>\$50000</b>

**IT IS RESOLVED** that the appropriate City officials are authorized to do all things necessary to accept the grant funds set forth in the grant from Bloomberg Philanthropies in the amount of \$50,000.00 to appropriate revenue and expenditure amounts and to make the grant funds available from April 1st, 2024 through October 1st, 2024.

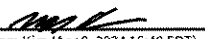


RESOLUTION NO.: \_\_\_\_\_

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

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

**Approved as to Form:**

 04/09/2024  
William Kim (Apr 9, 2024 16:40 EDT)

**William Kim, Chief Legal Officer**

CLYDE D EDWARDS / A0147 04/09/2024  
CLYDE D EDWARDS / A0147 (Apr 9, 2024 17:49 EDT)

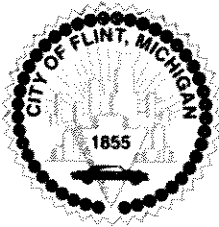
**Clyde D. Edwards, City Administrator**

**Approved as to Finance:**

 04/09/2024  
Phillip Moore (Apr 9, 2024 15:42 CDT)

**Paul Chief Financial Officer**

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



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

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

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

**STAFF REVIEW**

**TODAY'S DATE:** April 9th, 2024

**AGENDA ITEM TITLE:** RESOLUTION TO ACCEPT A GRANT FROM BLOOMBERG PHILANTHROPIES

**PREPARED BY:** Seamus Bannon

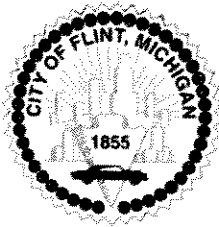
**VENDOR NAME:** N/A

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

Bloomberg Philanthropies in partnership with United Cities and Local Government and the Bloomberg Center for Public Innovation at Johns Hopkins University has awarded funding to the City through their Youth Climate Action Fund Initiative. The total amount of funding is \$50,000.00. The funding shall be used to support youth-led climate projects through the distribution of US\$1,000-5,000 micro-grants. The City has a 6 month time period from receiving funds to fully utilize the dollars. The application process and eligibility to receive a micro-grant will be determined post receiving funds.

**PREVIOUS ALLOCATIONS (INCLUDE ALL ACCOUNTS USED FOR THIS PURPOSE)/ PROVIDE RESOLUTION OR CONTRACT INFORMATION THAT APPLIES**

N/A



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

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

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

**POSSIBLE BENEFIT TO  
THE CITY OF FLINT**

**(RESIDENTS AND/OR CITY OPERATIONS) INCLUDE PARTNERSHIPS AND COLLABORATIONS:**

The funding shall be used to support youth-led climate projects through the distribution of US\$1,000-5,000 micro-grants.

**FINANCIAL IMPLICATIONS:**

none

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

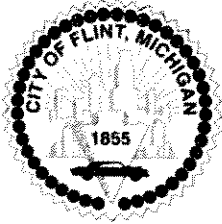
The FY24 budget was set before this award was given

Dept.	Name of Account	Account Number	Grant Code	Amount
Mayor's Office	Salaries	296-171.726-702.020	PBLMB-YCAF24	\$6000
Mayor's Office	Communications	296-171.726-702.010	PBLMB-YCAF24	\$1000
Mayor's Office	Supplies	296-171.726-752.000	PBLMB-YCAF24	\$1000
Mayor's Office	Professional Services	296-171.726-801.000	PBLMB-YCAF24	\$42000
<b>FY24 GRAND TOTAL</b>				<b>\$50000</b>

**PRE-ENCUMBERED? YES  NO  REQUISITION NO: N/A**

ACCOUNTING APPROVAL:  Date: 04/09/2024





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

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

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

WILL YOUR  
DEPARTMENT NEED A CONTRACT? YES  NO

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

BUDGET YEAR 1

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

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

DEPARTMENT HEAD SIGNATURE:

*Seamus Bannon* Grants Management Officer

\_\_\_\_\_  
(Name, Title)

240130



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

PRESENTED: 4-17-2024

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

**RESOLUTION TO ACCEPT GRANT HRI-2024-49-LEG FROM MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY IN SUPPORT OF HOUSING READINESS UPDATES TO ZONING AND SITE PLAN REVIEW PROCESSES**

The City of Flint does not have an adequate diversity of housing supply. In order to develop these various types of housing opportunities, potential developers with limited capital must navigate this process and deplete funds while awaiting municipal review. Historically, Flint has seen small-scale development concepts fail to be built due to at best laborious and confusing requirements.

To respond to the need for a quicker process and for Flint to foster a relationship more-like-partners with its developers, The Division of Business Services that includes Zoning and Site Plan Review, applied for and was awarded grant HRI-2024-49-LEG in the amount of \$50,000.00 from The Michigan State Housing Development Authority.

In its application, Flint requested to use the funding to complete a preliminary review of zoning and site-plans to significantly reduce the amount of time through zoning and permitting. Per the terms of the grant, Flint will use its funding to support its Zoning Text Amendments and feedback on site plan review flow.

The Department of Business and Community Services acknowledges that both prospective small-scale developers and the City of Flint will benefit from the increased availability of diverse housing stock.

Upon adoption, funding will be made available in

Account Number	Account Name / Grant Code	Amount
296-704.749-569.000	Revenue/SMSHDA-HRI24	\$50,000.00
296-704.749-963.000	Expense/Uncommitted SMSHDA-HRI24	\$50,000.00

IT IS RESOLVED that appropriate City Officials are authorized to do all things necessary to process a budget amendment to recognize and appropriate Michigan State Housing Development Authority grant HRI-2024-49-LEG in fiscal year 2024 and all subsequent years funds are made available in the amount of \$50,000.00 to assist small-scale, income qualified developers to increase the affordability housing stock in Flint.

**For the City:**

**For the City Council:**

CLYDE D EDWARDS / A0141  
CLYDE D EDWARDS / A0141 (Apr 1, 2024 10:56 EDT)  
Clyde D. Edwards, City Administrator

\_\_\_\_\_

**Approved as to Form:**

**Approved as to Finance:**

William Kim  
William Kim (Apr 1, 2024 09:59 EDT)  
William Kim, City Attorney

Phillip Moore  
Phillip Moore (Apr 1, 2024 09:55 EDT)  
Phillip Moore, Chief Finance Officer

**RESOLUTION STAFF REVIEW**

**Date:** March 29, 2024

**Agenda Item Title:**

**RESOLUTION TO ACCEPT GRANT HRI-2024-49-LEG FROM MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY IN SUPPORT OF HOUSING READINESS UPDATES TO ZONING AND SITE PLAN REVIEW PROCESSES**

**Prepared by:**

Emily Doerr, Director of Business and Community Services (formerly named Planning and Development)

**Background/Summary of Proposed Action:**

Flint doesn't have enough affordable housing. When trying to attract developers and when speaking to developers trying to navigate the process, we hear complaints that the process is confusing and costs a lot of money. Developers say that the time they wait to know if things are approved and sometimes even viable can cripple them or worse.

Flint can't assist in every way but it does recognize that small-scale developers who have backed out have had to do so because it just took too long to get through the process. To respond, Flint applied for a MSHDA grant that it hopes will help by providing a preliminary review of its zoning and plans so that the small-scale developer's resources aren't expended while waiting.

Flint was awarded \$50,000.00. This resolution authorizes acceptance of the grant and a budget amendment to establish both revenue and expense in the general ledger.

**Financial Implications:** Funds must be used in the manner in which Flint applied. The grant term is 2/5/24 – 2/4/26. Funds must be expended during this time. Upon completion of the grant, a summary of what the \$50,000 supported included grant reporting is required. Reimbursement requires Financial Status Report and quarterly updates through MSHDA IGX grant management.

**Budgeted Expenditure:** Yes \_\_\_ No  X  **Please explain, if no: This reso requests amendment**

Account Number	Account Name / Grant Code	Amount
296-704.749-569.000	Revenue/SMSHDA-HRI24	\$50,000.00
296-704.749-963.000	Expense/Uncommitted SMSHDA-HRI24	\$50,000.00

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

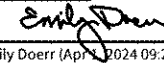
**Requisition #:** \_\_\_\_\_

**Accounting Review:** 

Carissa Dotson  
Carissa Dotson (Apr 1, 2024 09:24 EDT)

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

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

**APPROVAL**   
Emily Doerr (Apr 1, 2024 09:22 EDT)

**Emily Doerr, Director, Business and Community Services**



STATE OF MICHIGAN

GRETCHEN WHITMER  
GOVERNOR

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY  
LANSING

AMY HOVEY  
CHIEF EXECUTIVE OFFICER  
AND EXECUTIVE DIRECTOR

February 9, 2024

Emily Doerr  
City of Flint  
edoerr@cityofflint.com

**RE: Announcement of Funding Award, Grant #HRI-2024-49-LEG**

Dear Emily Doerr:

Congratulations! The Michigan State Housing Development Authority (MSHDA) has approved your request for a Housing Readiness Incentive grant in the amount of \$50,000. The purpose of this letter is to inform you of the documentation needed to initiate this grant.

**Executing the Grant Agreement**

Please navigate to MSHDA's grants management system, IGX, at [mgs.michigan.gov](https://mgs.michigan.gov) and sign into your IGX account. Navigate to the "My Tasks" table and click on your grant number. Your grant number is HRI-2024-49-LEG. On the left-hand navigation bar, click "Grant Documents." Fill out the required page and click "Submit Signed Grant."

Return the Grant Agreement via IGX within 30 days of this letter. If you have any technical difficulties, please contact your Grant Manager, Marcel Jackson at [Jacksonm45@michigan.gov](mailto:Jacksonm45@michigan.gov) or 517-335-3437.

**Financial Status Report and Quarterly Updates**

Please follow the policies included in Exhibit A in your grant agreement to properly complete Financial Status Reports (FSRs) and Quarterly Updates. Each FSR and quarterly update must be submitted via IGX by the designated authorized signatory; if this person is different than the Authorized Official, MSHDA approval is required. FSRs and progress reports must be submitted 30 days after the end of a calendar quarter.

Emily Doerr  
February 9, 2024  
Page Two of Two

Any deviations from the terms or conditions of the Grant Agreement must be requested and approved by MSHDA. If you have questions, please contact me at [Jacksonm45@michigan.gov](mailto:Jacksonm45@michigan.gov) or 517-335-3437.

Sincerely,

*Marcel Jackson*

Marcel Jackson, Community Development Analyst  
Office of Housing Strategies  
Partnerships and Engagement Division

C: Karen Gagnon, Office of Housing Strategies Manager

**HOUSING DEVELOPMENT FUND GRANT AGREEMENT  
HOUSING READINESS INCENTIVE  
ENHANCEMENT GRANT # HRI-2024-49-LEG**

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY  
735 East Michigan Avenue, Lansing, Michigan 48912

THIS ENHANCEMENT GRANT AGREEMENT ("Agreement") made and entered into as of February 05, 2024, by and between City of Flint, a local unit of government, whose address is 1101 S Saginaw St Flint, Michigan 48502-1420 (the "Grantee"), and the Michigan State Housing Development Authority, a public body corporate and politic of the State of Michigan, whose address is 735 East Michigan Avenue, Lansing, Michigan 48912 (the "Authority").

**RECITALS**

- A. Enacted on July 31, 2023, 119 PA 2023 (the "Act") appropriated funding to the Michigan Department of Labor and Economic Opportunity for "Enhancement Grants" intended to be allocated to the Michigan State Housing Development Authority ("Authority") to award and administer special grants to eligible grantees.
- B. Funds appropriated pursuant to the Act are to be used to support initiatives and expand opportunities for low- and moderately low-income housing, including but not limited to improving the Grantee's ability to provide housing services, building capacity, initiate and coordinate housing development, and to provide gap funding for housing projects falling at 120% or less of the local region's Area Median Income.
- C. The Authority is responsible for administering Enhancement Grants, ensuring that funds are distributed in accordance with 119 PA 2023.
- D. The Authority, as a public body, is charged with the responsibility of regulating the use of funds advanced by it to assure that such funds are being used for authorized purposes and in a manner that are in accordance with the Act and the Authority's General Rules (R 125.101, et seq., as amended) (the "Rules").
- E. The Grantee has represented to the Authority that it is not debarred, is authorized to conduct business in the State of Michigan, that the signatory executing this Agreement is authorized to bind the Grantee to the terms of this Agreement and fully intends to distribute funds in accordance with the Act for housing-related purposes as described in Exhibit A attached and incorporated in this Agreement.
- F. This Enhancement Grant, HRI-2024-49-LEG, in an amount not to exceed Fifty Thousand (\$50,000.00) (the "Grant") is for housing-related activities more specifically described in Exhibit A (the "Program").

NOW, THEREFORE, in consideration of and as a condition to receiving the Grant, the Grantee agrees that:

1. The terms and conditions set forth herein are a reasonable and appropriate means to assure the use of funds in accordance with the Act, the Rules, and the Authority's Authorizing Resolutions.
2. All aspects of the Grantee's plan for the use of the Grant are specifically described in the Program attached hereto as Exhibit A, which Program is incorporated herein, and the Grantee will operate the Program as described in Exhibit A.

3. All actions of the Grantee and requirements of the Grantee's Program are subject to the terms of this Agreement, the provisions of the Act and the Rules of the Authority.

4. The activities of the Grantee will be subject to the review of and, in the discretion of the Authority, audit by Authority staff to ensure compliance with this Agreement, the Act and the Authority's Rules, and the Grantee will provide any books, records or documents in such form and at such place as the Authority may request.

5. The Grantee agrees to draw down Grant proceeds only when and, in such amounts, as may be necessary to pay for the activities as Authorized in the Act or otherwise described in Exhibit A.

6. All requests for the disbursement of Grant proceeds shall be submitted to the Chief Executive Officer and Executive Director of the Authority or their designee, shall be made in writing, and shall include the amount of Grant proceeds to be disbursed, a description of the purposes for which the proceeds are to be used, copies of invoices, billings, or such other documentation as may be necessary to demonstrate project costs, and such other information as the Chief Executive Officer and Executive Director or their designee may request.

7. If an advance or a portion of the Grant for a specific purpose is not used for that purpose due to conditions that make it impossible to use as provided herein, or if the Grantee decides not to use the money, upon such decision, the sum shall be returned to the Authority immediately.

8. Grant proceeds are to be used for housing-related activities. Accordingly, the Grantee shall, prior to disbursement of funds, prepare and submit to the Authority a detailed budget of work to be completed.

9. Any of Grantee's activities that are assisted using grant proceeds and the selection of persons for participation in the Program shall not discriminate against any person on the grounds of race, color, creed, religion, height, weight, sex, sexual orientation, age (except for a Development specifically designed for elderly occupants), national origin, handicap, or marital or familial status except as provided by law. The Grantee shall comply with all requirements imposed by Title VIII of the Civil Rights Act of 1968 (as amended by the Fair Housing Amendments Act of 1988), the Americans with Disabilities Act, the Elliott-Larsen Civil Rights Act, and the Michigan Persons with Disabilities Civil Rights Act.

10. Unless otherwise specified in Exhibit A, within 30 days from the Authority's request, the Grantee shall provide to the Authority a report including, but not limited to, all receipts, expenditures, project activities and accomplishments including a comparison of the final budget to the approved budget, and supporting documentation for claimed expenditures.

11. The Grantee assumes responsibility for any and all costs to implement the Grantee's Program exceeding the amount of the Grant.

12. All documents and reports delivered to the Grantee under this Agreement shall become and be the property of the Grantee.

13. In the event of a violation of any of the provisions of this Agreement, the Authority will notify the Grantee in writing of the violation and the Grantee will have a 30-day period in which to correct the violation. In the event the violation is not corrected to the satisfaction of the Authority within the time prescribed herein, Authority actions could include but may not be limited to:

- a. immediately terminate the Grant, without further notice, in a writing signed by the Authority's Chief Executive Officer and Executive Director or their designee; and
- b. recapture grant funding; and
- c. pursue any other remedy provided at law or in the Act.

14. The Grantee hereby agrees that an election by the Authority to pursue any one remedy shall not be construed to preclude or be a waiver of the right to pursue any other remedy available to it.

15. The term of this Agreement shall commence on February 05, 2024 and shall terminate, unless extended by the Authority, on February 04, 2026.

16. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portion hereof.

17. This Agreement may be signed in several counterparts and all so executed shall constitute one agreement, binding on all parties hereto.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGES TO FOLLOW



*Signature Page*  
*Enhancement Grant # HRI-2024-49-LEG*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year shown above.

**City of Flint**

By: \_

Its:

*Signature Page*  
*Enhancement Grant # HRI-2024-49-LEG*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year shown above.

**MICHIGAN STATE HOUSING  
DEVELOPMENT AUTHORITY**

By: \_\_\_\_

Its:

Exhibit A  
 ENHANCEMENT GRANT # HRI-2024-49-LEG  
 Grantee: City of Flint

**Public Purpose:**

This project will increase housing supply and affordability in several ways. The biggest barrier to entry for emerging and small-scale developers is start up costs. Typical developments require large amounts of upfront funding in order to get a project off the ground, and pre-development activities such as zoning and entitlements can stretch out the process, costing new developers valuable time and resources. By analyzing zoning in this neighborhood and getting the already existing plans pre-reviewed, the City will significantly shorten the pre-development process for small-scale housing projects. The City's goal is for developers using pre-reviewed plans to have the ability for much-shortened building permit timing. Because the City's Building Inspectors would pre-review the "missing middle" housing types, which provide more homes per parcel than single-family housing, the City anticipates that new construction in this neighborhood will be attainable to the 80-120% AMI income bands without the developer needing to accumulate as much subsidy.

**Disbursement and Use of Funds:**

Up to two disbursements are available per grant. Upon request by the recipient and MSHDA's receipt of an executed contract, a recipient may receive an advance for the lesser of: 1) 50% of the total grant amount; or 2) the amount of the executed contract (if the grantee is engaging a third party). After the initial 50% disbursement, the second will be a reimbursement upon completion of the proposed activities, after verification that the initial payment has been fully expended, in accordance with the project purpose. A grantee may have two disbursements without an advance. If the first disbursement is a reimbursement, there is not a maximum amount.

The grant cannot be increased or deviated from the boilerplate language. Grant funds can only be used for expenditures that occur on or after the effective date of February 05, 2024, through February 04, 2026.

**Progress Reports and Final Reporting:**

A final narrative report that summarizes the changes made as a result of the eligible activities during the grant term is required. An accounting of Grantee's actual expenditure of all funds on the Project over the grant period is required, including the breakdown of Grantee's actual use of Grant funds on the Project within each applicable category of the Budget, and corresponding copies of supporting documentation of such expenditures, such as receipts, general ledgers, or other evidence of expenditure activity statements; the Grantee's estimated percentage of completion of the Project; and any other information deemed relevant by Grantee to support the grant activities actually performed. Each Financial Status Report ("FSR") and Quarterly Update must be submitted on the MSHDA IGX grant management system by the designated authorized signatory. A FSR is required for payment disbursement. Quarterly Updates must be submitted 30 days after the end of a calendar quarter.

Reporting requirements include the following:

1. Summary of Changes
2. Two Financial Status Reports
3. Calendar year Quarterly Updates

**Budget:**

<b>Component/Activity</b>	<b>Approved MSHDA Funds</b>	<b>Leveraged Funds (OPTIONAL)</b>	<b>Total Budget</b>
Zoning Text Amendments	\$50,000.00	\$375,000.00	
Administrative Costs	\$0.00	\$0.00	
<b>Total</b>	<b>\$50,000.00</b>	<b>\$375,000.00</b>	<b>\$425,000.00</b>



CITY OF FLINT

240131

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

PRESENTED: 4-17-2024

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

**Resolution recommending Setting a Public Hearing regarding the Approval of the Amended Brownfield Plan for Dupont Industrial Facility at 1809 James P. Cole Blvd**

**BY THE CITY ADMINISTRATOR:**

The City of Flint desires to provide due notice to all persons interested as to the time and place of a hearing in respect to the proposed action of this body to approve the Amended Brownfield Plan for Dupont Industrial Facility at 1809 James P. Cole Blvd.

Pursuant to the requirements of section 42-25 of the Flint City Code, a public hearing is required so that members of the Flint City Council may meet and hear objections to the proposed Amended Brownfield Plan for Dupont Industrial Facility at 1809 James P. Cole Blvd.

**IT IS RESOLVED**, that a public hearing to consider the approval of the Amended Brownfield Plan for Dupont Industrial Facility at 1809 James P. Cole Blvd shall be held on the \_\_\_\_\_ day of \_\_\_\_\_, 2024 at 5:30 p.m., in the City Council Chambers, 3<sup>rd</sup> Floor, City Hall, 1101 S. Saginaw St., Flint, Michigan.

**IT IS FURTHER RESOLVED**, that the City Clerk shall cause notice of such hearing to be published in an official paper of general circulation not less than fifteen (15) days prior to said hearing.

**APPROVED AS TO FORM:**

**APPROVED AS TO FINANCE**

William Kim  
William Kim (Apr 9, 2024 16:40 EDT)

Phillip Moore  
Phillip Moore (Apr 9, 2024 15:39 CDT)

**William Kim, City Attorney**

**Phillip Moore, Chief Financial Officer**

**ADMINISTRATION:**

**CITY COUNCIL:**

CLYDE D EDWARDS  
CLYDE D EDWARDS (Apr 9, 2024 17:04 EDT)

**Clyde Edwards, City Administrator**

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



# CITY OF FLINT

## RESOLUTION STAFF REVIEW FORM

**TODAY'S DATE:** February 12, 2024

**BID/PROPOSAL#** n/a

**AGENDA ITEM TITLE:** Resolution recommending Setting a Public Hearing regarding the Approval of the Amended Brownfield Plan for Dupont Industrial Facility at 1809 James P. Cole Blvd

**PREPARED BY** Emily Doerr Director, Department of Business and Community Services (formerly known as Planning and Development)

**VENDOR NAME:** n/a

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

This resolution is for City Council to set a public hearing regarding the approval of the Amended Brownfield Plan from James P. Cole Ventures LLC for the Dupont Industrial Facility at 1809 James P. Cole Blvd. The Flint Brownfield Redevelopment Authority approved the Brownfield Plan for the originally proposed project on December 8, 2020 and City Council approved that Brownfield Plan on June 14, 2021. As a portion of the original property has been sold to another developer and the market and site conditions dictated a redesign of the originally proposed project, the originally approved Brownfield Plan has been amended to incorporate the necessary changes for approval by the FBRA and City Council to allow the project to move forward.

**FINANCIAL IMPLICATIONS:**

<b>Estimated Jobs – Construction:</b>	33.8 FTE Jobs over 10 month estimated construction period
<b>Estimated Jobs – Permanent:</b>	TBD based on tenants recruited for occupancy, estimated to be 52.1 FTE jobs based on building square footage
<b>Project Timeline:</b>	Developer intends to start redevelopment activities after final approval of all incentives

**BUDGETED EXPENDITURE?** YES  NO  IF NO, PLEASE EXPLAIN: n/a

Dept.	Name of Account	Account Number	Grant Code	Amount
<b>FY24GRAND TOTAL</b>				

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

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



## CITY OF FLINT

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

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

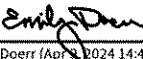
**BUDGET YEAR 1**

**BUDGET YEAR 2**

**BUDGET YEAR 3**

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

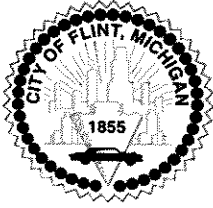
**STAFF RECOMMENDATION: (PLEASE SELECT):**  **APPROVED**  **NOT APPROVED**

**DEPARTMENT HEAD SIGNATURE:**   
Emily Doerr (Apr 24 2024 14:48 EDT)

---

*Emily Doerr, Director, Business and Community Services*

OFFICE OF THE CITY COUNCIL



**CITY OF FLINT  
NOTICE OF PUBLIC HEARING**

**BROWNFIELD REDEVELOPMENT AMENDED PLAN: DUPONT  
INDUSTRIAL FACILITY at 1809 JAMES P. COLE BLVD**

Pursuant to Flint City Charter §1-405 and Public Act 381 of 1996, notice is hereby given that the Flint City Council will hold a Public Hearing on a Brownfield Redevelopment Plan, for a project described in said Amended Brownfield Plan as the **Dupont Industrial Facility at 1809 James P. Cole Blvd**, for the purpose of receiving and considering comments and written communications from interested persons.

The Public Hearing will be held on \_\_\_\_\_ at \_\_\_\_\_ p.m., in the City Council Chambers, 3<sup>rd</sup> Floor, Flint City Hall, 1101 S. Saginaw Street, Flint, Michigan, 48502. All aspects of the Brownfield Redevelopment Plan will be open for discussion at the hearing.

The purpose of this Amended Brownfield Redevelopment Plan is to satisfy the requirements of PA 381 for including the eligible property, designated as the Dupont Industrial Facility at 1809 James P. Cole, Flint, Genesee County, Michigan, in the City of Flint's Brownfield Plan.

Note: The Flint Brownfield Redevelopment Authority approved the Brownfield Plan for the originally proposed project on December 8, 2020 and City Council approved that Brownfield Plan on June 14, 2021. As a portion of the original property has been sold to another developer and the market and site conditions dictated a redesign of the originally proposed project, the originally approved Brownfield Plan has been amended to incorporate the necessary changes for approval by the FBRA and City Council to allow the project to move forward.

Copies of the Amended Brownfield Redevelopment Plan for the Dupont Industrial Facility at 1809 James P. Cole are available for public inspection at the Flint City Clerk's Office, 2<sup>nd</sup> Floor, Flint City Hall, 1101 S. Saginaw Street, Flint. Copies are also available for inspection in the Planning and Development Department – Division of Community and Economic Development Office by appointment.

Questions or concerns regarding this public notice may be directed to the Flint City Clerk.

Dated: \_\_\_\_\_

**Davina G. Donahue**  
City Clerk  
(810) 766-7418  
[ddonahue@cityofflint.com](mailto:ddonahue@cityofflint.com)

240132



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

PRESENTED: 4-17-2024

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

**RESOLUTION TO SHANNON CHEMICAL CORPORATION FOR PHOSPHORIC ACID 75%  
CHANGE ORDER #1 FOR WATER PLANT**

**WHEREAS**, The Division of Purchases & Supplies solicited bids for Phosphoric Acid 75% NSF Grade for the period of FY22-FY23 on behalf of the Water Plant. Shannon Chemical Corporation, Malvern, PA was the responsive and awarded bidder for the two-year period.

**WHEREAS**, The Water Plant requested to extend the bid through FY24, agreed upon by Shannon Chemical Corporation, for the supply of the essential water treatment chemical which is utilized to create a protective coating on pipes to prevent contaminants such as lead from entering into the water supply as required by the EPA and EGLE.

**WHEREAS**, on August 14, 2023, Flint City Council authorized the Water Plant’s request to issue Purchase Orders in an amount not to exceed \$140,000.00 for Phosphoric Acid 75% NSF for FY24, by adopting Resolution #230265.

**WHEREAS**, The Water Plant is requesting an additional \$18,481.91 to cover outstanding invoices for the supply of this chemical that is needed, which exceeds the amount originally requested for FY24.

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

Account #/Grant Code	Description	Amount
591-545.200-753.000	Treatment Chemicals	\$18,481.91
	<b>FY2024 GRAND TOTAL:</b>	<b>\$18,481.91</b>

**IT IS RESOLVED**, that the Division of Purchases & Supplies is hereby authorized to issue additional Purchase Orders to Shannon Chemical Corporation for the supply of Phosphoric Acid 75% NSF Grade for the Water Plant in an amount of \$18,481.91, for an overall FY2024 (07/01/23-06/30/24) amount not to exceed \$158,481.91.

**FOR THE CITY OF FLINT:**

CLYDE D EDWARDS / A0146  
CLYDE D EDWARDS / A0146 (Apr 9, 2024 17:05 EDT)  
Clyde Edwards, City Administrator

**APPROVED BY CITY COUNCIL:**

\_\_\_\_\_

**APPROVED AS TO FORM:**

William Kim  
William Kim (Apr 9, 2024 16:32 EDT)  
William Kim, City Attorney

**APPROVED AS TO FINANCE:**

Phillip Moore  
Phillip Moore (Apr 9, 2024 15:32 CDT)  
Phillip Moore, Chief Finance Officer

**APPROVED AS TO PURCHASING:**

Lauren Rowley  
Lauren Rowley, Purchasing Manager





# CITY OF FLINT STAFF REVIEW FORM

**TODAY'S DATE:** April 8, 2024

**BID/PROPOSAL#**

**AGENDA ITEM TITLE:** PHOSPHORIC ACID-EMERGENCY REQUISITION

**PREPARED BY:** MELANIE POISSON

**VENDOR NAME:** SHANNON CHEMICAL

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

PHOSPHORIC ACID is essential for water treatment to create a protective coating on pipes which can prevent contaminants such as lead from entering the water supply as well as to maintain all EPA and EGLE requirements.

**PREVIOUS ALLOCATIONS (INCLUDE ALL ACCOUNTS USED FOR THIS PURPOSE)/ PROVIDE RESOLUTION OR CONTRACT INFORMATION THAT APPLIES**

Council Resolution 230265 states that Shannon Chemical has been selected, via bidding process, to provide phosphoric acid to the City of Flint through FY24. Utilizing account 591-545.200-753.000, \$140,000.00 was provided for this purpose. Additionally, an emergency PO was established for the amount of \$40,000 had been approved and subsequently liquidated. The funds from that emergency PO is being requested to fulfill this emergency request.

**POSSIBLE BENEFIT TO THE CITY OF FLINT (RESIDENTS AND/OR CITY OPERATIONS) INCLUDE PARTNERSHIPS AND COLLABORATIONS:**

The phosphoric acid will aid in the treatment of Flint water which is provided to the residents of the City of Flint.

**FINANCIAL IMPLICATIONS:**

Amount requested is \$18,481.91.

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

Dept.	Name of Account	Account Number	Grant Code	Amount
DPW-WTP	Treatment Chemicals	591-545.200-753.000		\$18,481.91
<b>FY24 GRAND TOTAL</b>				<b>\$18,481.91</b>

**PRE-ENCUMBERED?** YES  NO  **REQUISITION NO:** 240008487



**CITY OF FLINT  
STAFF REVIEW FORM**

ACCOUNTING APPROVAL:

Yoland Gray  
Yoland Gray (DPW Accounting Supervisor)

Date:

4-8-24

WILL YOUR DEPARTMENT NEED A CONTRACT? YES  NO

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

STAFF RECOMMENDATION: (PLEASE SELECT):  APPROVED  NOT APPROVED

DEPARTMENT HEAD SIGNATURE:

Scott Dungee  
(Scott Dungee, Water Plant Supervisor)

Date:

4-8-24



Shannon Chemical Corporation  
 Post Office Box 376  
 Malvern, Pennsylvania 19355  
 PH 610-363-9090  
 Fax 610-521-6000

# INVOICE

INVOICE NO	INVOICE DATE
46184	3/14/24

SOLD TO

SHIP TO

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

City of Flint  
 Water Plant  
 4500 North Fort Highway  
 Flint, MI 48505

P.O. NUMBER		ORDER DATE	SHIP DATE	SHIP VIA	FOB.	
24-006316			3/14/24	SCC Transportation	Exton, PA	
SALES PERSON	TERMS		PAYMENT DUE		NOTES	
	Net 30 Days		Apr 13, 2024			
PRODUCT	ORDER	SHIP	DESCRIPTION		PRICE	AMOUNT
SLI-2HOS75		1430.53000	SLI-PHOS 75		27.44000	39,253.74
FREIGHT			One Bulk Tank Wagon Product Wht- 18,740# Lot #24C14-01 Prepaid Frt. @ N C Copy of weight slip attached			

To receive invoices via email please send accounts payable contact information to [taylor@shannonchem.com](mailto:taylor@shannonchem.com)

To continue receiving paper invoices, please disregard this memo.

Thank you!

	SUBTOTAL	39,253.74
	SHIPPING	
	<b>TOTAL</b>	<b>\$39,253.74</b>



230265

RESOLUTION NO.: \_\_\_\_\_  
PRESENTED: AUG - 9 2023  
ADOPTED: AUG 14 2023

**BY THE CITY ADMINISTRATOR:**

**RESOLUTION TO SHANNON CHEMICAL CORPORATION FOR PHOSPHORIC ACID 75%**

WHEREAS, The Division of Purchases & Supplies solicited bids for Phosphoric Acid 75% NSF Grade for the period of FY22-FY23 on behalf of the Water Plant. Shannon Chemical Corporation, Malvern, PA was the responsive and awarded bidder for the two year period

WHEREAS, The Water Plant requested to extend the bid for FY24, agreed upon by Shannon Chemical Corporation, for the supply of this essential water treatment chemical which is utilized to create a protective coating on pipes to prevent contaminants such as lead from entering into the water supply as required by the EPA and EGLE

GL/ACCOUNT #	ACCOUNT NAME /GRANT CODE	AMOUNT REQUESTED
591-545.200-753.000	Treatment Chemicals	\$140,000.00
	FY2024 TOTAL:	\$140,000.00

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

**APPROVED AS TO FORM**

William Kim, City Attorney

**APPROVED AS TO FINANCE:**

Jane Mager, Acting Chief Financial Officer

**FOR THE CITY OF FLINT:**

Clyde Edwards, City Administrator

**APPROVED BY CITY COUNCIL:**

240133



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

PRESENTED: 4/17/2024

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

Proposal 22000707

BY THE CITY ADMINISTRATOR:

**RESOLUTION AND CHANGE ORDER TO J & M TREE SERVICE  
FOR TREE REMOVAL & TRIMMING IN CHOICE NEIGHBORHOOD FOR CRITICAL  
COMMUNITY IMPROVEMENT PROGRAM**

**WHEREAS** The Division of Purchases & Supplies solicited bids for urban forestry services and awarded contracts to the four lowest, responsive bidders for FY22-FY24, in which J & M Tree Services, 4618 Milton Dr., Flint, Michigan was one of the awarded bidders.

**WHEREAS** On January 22, 2024, the Appropriate City Officials were authorized to enter into a change order #2 to the contract per resolution #240005 with J & M Tree Service for additional urban forestry services, in an amount not to exceed \$70,550.00 and an overall three year aggregate amount of \$378,550.00.


**WHEREAS** The Division of Business & Community Services received a grant for a tree project in the area of Martin Luther King/5<sup>th</sup> Ave./Saginaw St. There are multiple trees that need to be removed and others that need to be trimmed. Quotations were solicited from the current urban forestry contractors that work with The Department of Public Works and J & M Tree Service was the lowest responsive bidder. Funding for said services will come from the following account:

**WHEREAS**, the City of Flint was awarded a \$30 million grant from the U.S. Department of Housing and Urban Development from the Choice Neighborhood Implementation (CNI) Grant program to revitalize the area surrounding Atherton East and South Flint, as well as the location of new proposed housing; WHEREAS, the primary strategy of the City of Flint's CNI grant is to implement the approved Transformation Plan through the demolition and replacement of the obsolete Atherton East public housing development (Housing), implementation of several neighborhood strategies to revitalize the area (Neighborhoods), and ensuring that residents in the Choice Neighborhood areas are comprehensively assisted with improved access to basic services (People);


Account Number	Account Name	Grant Code	Amount
296-704.801-801.000	Other Grants Fund	FHUD18CHOICE	\$54,300.00
	<b>FY24 GRAND TOTAL</b>		<b>\$54,300.00</b>

**IT IS RESOLVED**, that the appropriate City Officials are authorized to do all things necessary to enter into a contract with J & M Tree Service for tree trimming and removals in the area of M. L. King Blvd./5<sup>th</sup> Ave./Saginaw St., in an amount of \$54,300.00 and an total three year aggregate amount of \$432,850.00.

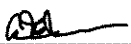
**APPROVED AS TO FORM:**

  
William Kim (Apr 9, 2024 16:51 EDT)  
William Kim  
Chief Legal Officer

**APPROVED AS TO FINANCE:**

  
Phillip Moore (Apr 9, 2024 15:41 CDT)  
Phillip Moore  
Chief Finance Officer

**FOR THE CITY OF FLINT:**

  
CLYDE D EDWARDS / A0130 (Apr 10, 2024 22:30 EDT)  
Clyde Edwards, City Administrator

**APPROVED BY CITY COUNCIL:**

\_\_\_\_\_  
Ladel Lewis, President



# CITY OF FLINT

## RESOLUTION STAFF REVIEW FORM

**TODAY'S DATE:** 3/12/2024

**BID/PROPOSAL#** [REDACTED]

**AGENDA ITEM TITLE:** Choice Neighborhood Critical Community Improvement Tree Maintenance

**PREPARED BY** Ashly Harris, Business and Community Services (810)766-7426

**VENDOR NAME:** J&M Tree Service

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

In July 2018, the City was awarded a \$30 million grant from the U.S. Department of Housing and Urban Development (HUD) for the implementation of the Transformation Plan under the South Flint Choice Neighborhoods Initiative. This initiative is spearheaded by the Department of Business and Community Services, in partnership with the Flint Housing Commission, facilitating the relocation of Atherton East Townhomes and the execution of projects envisioned in the South Flint Community Plan.

Within the framework of the Choice Neighborhood Initiative grant, \$4.5 million has been allocated for Critical Community Improvements aimed at neighborhood enhancement. This includes beautification efforts, housing rehabilitation, and the creation of attractive common gathering spaces. This project focuses on tree trimming and removal to improve the area's appearance.

J & M Tree Service, a company with over 25 years of experience in Flint and a current contract with the Department of Public Works, will undertake this task. The Department of Community Services will leverage this existing contract by issuing a change order for the necessary work in the Choice Neighborhood target area, negating the need for a new contract. This approach streamlines the process, allowing for the efficient execution of beautification projects within the initiative.

**FINANCIAL IMPLICATIONS:** \$54,300

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

Dept.	Name of Account	Account Number	Grant Code	Amount
Bus/Comm Svcs	Professional Services	296-704.801-801.000	FHUD18CHOICE	\$54,300.00
<b>FY19/20 GRAND TOTAL</b>				<b>\$54,300.00</b>



CITY OF FLINT

PRE-ENCUMBERED? YES  NO  REQUISITION NO: 240008275

ACCOUNTING APPROVAL: Carissa Dotson Date: 04/09/2024  
Carissa Dotson (Apr 9, 2024 09:05 EDT)

FINANCE APPROVAL: Phillip Moore Date: 04/09/2024  
Phillip Moore (Apr 9, 2024 15:41 CDT)

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

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

BUDGET YEAR 1 \$53,400

BUDGET YEAR 2

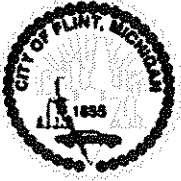
BUDGET YEAR 3

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

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

DEPARTMENT HEAD SIGNATURE: Emily Doerr  
Emily Doerr (Apr 9, 2024 16:47 EDT)  
*(Emily Doerr, Director Business and Community Services)*

240005



Proposal 22000707

RESOLUTION NO.: \_\_\_\_\_  
PRESENTED: JAN 1 1 2024  
ADOPTED: JAN 2 2 2024

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO J & M TREE SERVICE CHANGE ORDER #2  
FOR ADDITIONAL TREE REMOVALS AND TRIMMING**

The Street Maintenance Division is responsible for maintaining trees in the Right-of-Ways (ROW), including the removal of dead trees, emergencies, and regular tree trimming. The Division of Purchases & Supplies solicited bids for urban forestry services and awarded contracts to the four lowest, responsive bidders for FY22-FY24, in which J & M Tree Services, 4618 Milton Dr., Flint, Michigan was one of the awarded bidders

On November 28, 2022, the Appropriate City Officials were authorized to enter into a change order #1 to the contract per resolution #220492 with J & M Tree Service for additional urban forestry services, in an amount not to exceed \$23,000.00 and an overall FY23 contract total not to exceed \$118,000.00. The three year aggregate amount was \$308,000.00 and

Due to contractual issues with one of the awarded vendors, a contract was terminated, resulting in the need for redistribution of funding to the remaining awarded contractors, J & M being one of them. The Department of Public Works, Street Maintenance Division is requesting additional urban forestry services in the amount not to exceed \$70,550.00. Funding for said services will come from the following accounts

Account Number	Account Name	Amount
202-449.215-801.000	Major Street Fund	\$24,260.00
203-449.215-801.000	Local Street Fund	\$46,290.00
<b>FY24 GRAND TOTAL</b>		<b>\$70,550.00</b>

**IT IS RESOLVED**, that the appropriate City Officials are authorized to do all things necessary to enter into change order #2 to the contract with J & M Tree Service for additional urban forestry services, in an amount not to exceed \$70,550.00 and a revised three year aggregate amount of \$378,550.00.

APPROVED AS TO FORM:

*William Kim*  
William Kim  
Chief Legal Officer

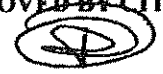
APPROVED AS TO FINANCE:

*Phillip Moore*  
Phillip Moore  
Chief Finance Officer

FOR THE CITY OF FLINT:

*Clyde D. Edwards*  
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:



APPROVED AS TO PURCHASING:

*Lauren Rowley*  
Lauren Rowley, Purchasing Manager



**CONTRACTUAL BID  
J & M TREE SERVICE**

**4618 MILTON DR**

**FLINT, MICHIGAN 48507**

**PHONE (810) 238-3234 FAX (810) 743-6338**

Forrest@Jmtreeservice85.comcastbiz.net www.jmtreeservice.com

Jan 16, 2024

City of Flint

1101 S Saginaw St, Flint MI 48502

Attn: Diana L Johnson, Neighborhood Planner- Choice Neighborhoods Initiative,  
Dept Planning & Development, Email: [djohnson@cityofflint.com](mailto:djohnson@cityofflint.com)

Main Contact: Heather Griffen, Waste Services Coordinator, DPW

Email: [hgriffin@cityofflint.com](mailto:hgriffin@cityofflint.com) , Ph 810-766-7135, ext. 2605, Cell 810-423-7179

Re: Tree Services in the Choice Grant Area, Choice Neighborhood Initiative

30 removals, 39 trims, 1 stand-alone stump

All trims & removals include removal of all wood and brush.

Tree removals include: grinding the stumps, removing mulch from stumps,  
and restorative work (top soil added where needed, grass seed, and straw covering).

For reference, work order ID's included in the total bid are listed after notes.

**Total bid: \$ 54,300.00\***

**Notes:**

Exceptions to pricing in quote:

Please note- Gas & Diesel Cost:

If gas prices escalate to \$4.00+ a gallon, a surcharge will be added.

If diesel prices escalate to \$5.50+ a gallon, a surcharge will be added.

If gas and/or diesel prices continue to escalate, the surcharge will be re-evaluated to keep up with the increase in prices.

For the following work orders:

I found all these trims to be what looked like new plants and/or pruning trims instead of regular trims. Per the instructions that pruning trims were not to be included, I did NOT include these in the quote.

ID: 3914, 3944, 3945, 3948, 3949, 3950

Also NOT included in the quote: 12 work orders that were listed as pruning trims.

ID: 3915, 3916, 3917, 3918, 3919, 3920, 3921, 3922, 3923, 3924, 3925, 3926

For reference- Work included in quote listed by work order ID:

ML King:

ID 3940: 3 removals \$ 3375.00

ID 3942: 1 stump 375.00

ID 3941: 1 removal 1950.00

ID 3943: 2 removals	2250.00
ID 3946: 1 trim	400.00
ID 3947: 1 removal	1125.00
ID 3959: 1 removal, 1 trim	1725.00
ID 3952: 1 trim	900.00
ID 3953: 2 trims	1350.00
ID 3954: 2 trims (F1- 13", F2- 12")	400.00
ID 3956: 1 trim	400.00
ID 3957: 1 trim	1000.00
ID 3969: 1 trim (F1- 12")	125.00
<u>Crosby:</u>	
ID 3929: 1 trim	400.00
ID 3930: 1 trim	400.00
<u>Wood St:</u>	
ID 3902: 1 removal, 1 trim	1775.00
<u>Avenue B:</u>	
ID 3904: 1 removal, 1 trim	1875.00
ID 3903: 1 trim (this one needs a big lead removed with the trim)	700.00
<u>Avenue A:</u>	
ID 3901: 1 trim	600.00
ID 3900: 1 removal, 1 trim	1725.00
ID 3899: 1 removal	1125.00
<u>Root St:</u>	
ID 3897: 1 removal, 1 trim	1625.00
ID 3934: 1 removal, 1 trim	2025.00
<u>Mary St:</u>	
ID 3887: 1 removal	1325.00
ID 3888: 1 removal	1325.00
ID 3889: 1 removal	475.00
ID 3890: 1 trim	400.00
ID 3891: 2 removals, 3 trims	4250.00
ID 3892: 1 removal	1325.00
ID 3893: 1 trim	400.00
ID 3894: 1 trim	400.00
ID 3909: 1 removal	1125.00
ID 3896: 1 removal	1125.00
ID 3895: 1 removal, 2 trims	2525.00
<u>Chippewa St:</u>	
ID 3898: 2 trims	900.00
ID 3912: 2 removals	2450.00
<u>Saginaw St:</u>	
ID 3939: 7 trims	4900.00
ID 3938: 1 removal, 2 trims	750.00
<u>E 5<sup>th</sup> Ave:</u>	

ID 3937: 3 tree removals, 1 bush removal	1700.00
ID 3935: 1 removal, 1 trim	1300.00

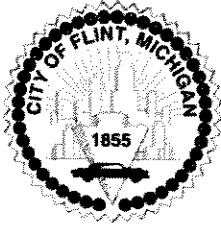
Please return a signed copy of the bid and we will schedule the work to be done.

---

We are licensed and fully insured, submitted upon request. **Thank you for the opportunity to submit a bid.** If you have any questions or concerns, please do not hesitate to contact me at the number listed above.

Thank you,  
Forrest "Mike" Spitzer,  
Owner- J&M Tree Service

240134



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

PRESENTED: 4/17/2024

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

BID# 23000001

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO ALDRIDGE TRUCKING FOR AGGREGATES  
CHANGE ORDER #1 (WATER SERVICE CENTER)**

**WHEREAS**, The City of Flint Division of Purchases & Supplies solicited bids for various aggregates for the City of Flint Department of Public Works for 2 years (FY2023 and FY2024), and Aldridge Trucking was the recommended awarded vendor.

**WHEREAS**, City Council adopted resolution #230214 on July 31, 2023 to authorize the contract with Aldridge for FY24 for a total amount not-to-exceed \$176,000.00 for multiple divisions of the DPW. Of that total, Water Service Center was approved for \$110,000.00.

**WHEREAS**, The Water Service Center is requesting to enter into a change order for Aldridge Trucking for FY24 for an additional \$60,000.00, as the Water and Sewer Department had aggregate repair needs that were greater than expected.

The additional funding will come from the following account(s):

Account Number	Account Name	Amount
590-540.208-752.000	SUPPLIES	\$24,000.00
591-540.202-752.000	SUPPLIES	\$36,000.00
	<b>FY24 CHANGE ORDER TOTAL</b>	<b>\$60,000.00</b>

**IT IS RESOLVED**, that the appropriate city officials are to do all things necessary to enter into a Change Order with Aldridge Trucking, Davison, Michigan, for aggregate materials (fill sand & stone) for WSC for FY24 (07/01/23-06/30/24) in an amount not-to-exceed \$60,000.00, which brings The Aldridge Trucking FY23-FY24 contract grand total amount not-to-exceed \$392,000.00.

**APPROVED AS TO FORM:**

*William Kim*  
William Kim (Apr 8, 2024 16:13 EDT)  
**William Kim, City Attorney**

**APPROVED AS TO FINANCE:**

*Phillip Moore*  
Phillip Moore (Apr 8, 2024 15:12 CDT)  
**Phillip Moore, Chief Financial Officer**

**FOR THE CITY OF FLINT:**

*CLYDE D EDWARDS / A0143*  
CLYDE D EDWARDS / A0143 (Apr 8, 2024 16:22 EDT)  
**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: 3/29/24

BID/PROPOSAL# 23-001

AGENDA ITEM TITLE: FY 2024 Aggregates

PREPARED BY: Cheri Priest, Water Service Center

VENDOR NAME: Aldridge Trucking

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The WSC requests additional funds be added to our existing purchase order #24 6224. The funds on the current PO are exhausted and additional funding is required for aggregate purchases through the end of this fiscal year.

FINANCIAL IMPLICATIONS: None

BUDGETED EXPENDITURE? YES X NO [ ] IF NO, PLEASE EXPLAIN:

Table with 5 columns: Dept., Name of Account, Account Number, Grant Code, Amount. Rows include Dept. 2496 Supplies (24,000.00) and Dept. 2493 Supplies (36,000.00), with a total of \$60,000.00 for FY24.

PRE-ENCUMBERED? YES X NO

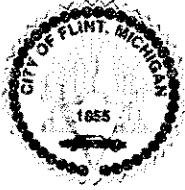
REQUISITION NO: 24-0008471

ACCOUNTING APPROVAL: Cheri Priest (Mar 30, 2024 17:30 EDT)

Date: 03/30/2024

STAFF RECOMMENDATION: (PLEASE SELECT): X APPROVED [ ] NOT APPROVED

DEPARTMENT HEAD SIGNATURE: Entrice Mitchell, Sewer Maintenance Supervisor



230214

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

PRESENTED: JUL 19 2023

ADOPTED: JUL 31 2023

Proposal 2300001

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO ALDRIDGE TRUCKING FOR AGGREGATES**

On August 8, 2022, Flint City Council authorized the Division of Purchases & Supplies to issue purchase orders for the first year of a two year bid to Aldridge Trucking, 7210 Burpee Ave., Grand Blanc, Michigan for the supply of various aggregates in the FY23 amount not to exceed \$156,000.00; and

The Department of Public Works is requesting purchases orders for the second year for the period ending June 30, 2024. Funding will come from the following accounts:

Account Number	Account Name	Amount
202-449.201-752.000	Supplies	\$ 24,500.00
203-449.201-752.000	Supplies	\$ 8,500.00
590-540.208-752.000	Supplies	\$ 44,000.00
591-540.202-752.000	Supplies	\$ 66,000.00
590-550.202-775.000	Repairs & Maint.	\$ 30,000.00
591-545.201-752.000	Supplies	\$ 3,000.00
	<b>FY24 GRAND TOTAL</b>	<b>\$176,000.00</b>

IT IS RESOLVED, that upon City Council's approval, the Division of Purchases & Supplies is hereby authorized to issue purchase orders to Aldridge Trucking for various aggregates, in the FY24 amount not to exceed \$176,000.00 and a total two year aggregate amount of \$332,000.00.

APPROVED AS TO FORM:

William Kim (Jul 7, 2023 09:32 EDT)  
William Kim  
Chief Legal Officer

APPROVED AS TO FINANCE:

Jane Mager (Jul 7, 2023 08:48 EDT)  
Jane Mager  
Acting Chief Finance Officer

FOR THE CITY OF FLINT:

CLYDE D EDWARDS  
CLYDE D EDWARDS (Jul 7, 2023 10:44 EDT)  
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

[Signature]

APPROVED AS TO PURCHASING:

Christopher Mumby  
Christopher Mumby, Interim Purchasing Manager



**CITY OF FLINT**  
**Department of**  
**Public Works & Utilities**

**Clyde Edwards**  
**City Administrator**

**Michael J Brown**  
**Director**

**Entrice Mitchell**  
**Sewer Systems Supervisor**

**Paul Simpson**  
**Water Distribution Supervisor**

**Sheldon Neeley**  
**Mayor**

**MEMORANDUM**

**TO: Lauren Rowley**  
**Purchasing Manager**

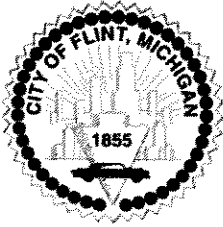
**FROM: Entrice Mitchell** *EM*  
**Sewer Maintenance Supervisor**

**DATE: July 18, 2022**

**SUBJECT: Bid Recommendation – Aggregates B#23-001**

Recommend that Bid# 23-001 for various aggregates be awarded to Aldridge Trucking. This vendor was the only vendor that correctly bid the unit of measures listed on the bid specifications (yard), making them the overall low bidder, even though the material is ordered by the ton.

240135



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

PRESENTED: 4/17/2024

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

**RESOLUTION TO APPROVE THE PURCHASE OF 1 ADDITIONAL PROPERTY FROM FRIENDS OF BERSTON FOR BERSTON FIELDHOUSE DEVELOPMENT PROJECT**

The Berston Field House Development project requires that certain parcels fall under the ownership of the City of Flint.

Resolution 230300 adopted September 18, 2023 authorized the purchase of 22 parcels to support the Berston Field House development project. Parcel 41-06-102-020 (also known as 760 E. Dewey Street) was omitted but is also required to continue the development.

The Friends of Berston Nonprofit currently owns the parcel but will complete a Quitclaim Deed to the City of Flint in support of this development.

The Department of Business and Community Services Division requests the purchase of parcel 41-06-102-020 (also known as 760 E. Dewey Street) from Friends of Berston using funds available in

Account Number	Account Name / Grant Code	Amount
101-701.000-971.000	Land Acquisition	\$100

**IT IS RESOLVED** that the appropriate City officials are authorized to do all things necessary to purchase parcel 41-06-102-020 also known as 760 East Dewey Street to support the Berston Fieldhouse Development Project from Friends of Berston

**For the City:**

**For the City Council:**

CLYDE D EDWARDS / A0140  
CLYDE D EDWARDS / A0140 (Apr 1, 2024 10:54 EDT)

**Clyde D. Edwards, City Administrator**

\_\_\_\_\_

**Approved as to Form:**

**Approved as to Finance:**

William Kim  
William Kim (Mar 29, 2024 17:36 EDT)

**William Kim, City Attorney**

Phillip Moore  
Phillip Moore (Mar 29, 2024 17:18 EDT)

**Phillip Moore, Chief Financial Officer**



**RESOLUTION STAFF REVIEW**

**Date:** March 29, 2024

**Agenda Item Title:**

**RESOLUTION TO APPROVE THE PURCHASE OF 1 PROPERTY  
FROM FRIENDS OF BERSTON FOR BERSTON FIELDHOUSE DEVELOPMENT PROJECT**

**Prepared by:**

Emily Doerr, Director of Business and Community Services (previously known as Planning and Development)

**Background/Summary of Proposed Action:**

The Berston Development Project requires that Flint own certain parcels. Resolution 230300 authorized the acquisition of 22 of these parcels however the parcel at 41-06-102-020 (also known as 760 East Dewey) was omitted. The Friends of Berston nonprofit holds the deed to the parcel but with council approval will quit claim the deed to Flint to support Berston's redevelopment. Funds are available and have been requisitioned. This resolution authorizes the acquisition of land.

**Financial Implications:** No known financial implications.

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

**Account:** 101-701.000-971.000 (\$100.00)

**Pre-encumbered:** Yes X No x      **Requisition #:** 240008467

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

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

**Accounting Approval:** Carissa Dotson  
Carissa Dotson (Mar 29, 2024 14:25 EDT)

**APPROVAL** Emily Doerr  
Emily Doerr (Mar 29, 2024 14:20 EDT)  
**Emily Doerr, Director, Business and Community Services**



230300

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

PRESENTED: SEP - 6 2023

ADOPTED: SEP 18 2023

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

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

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

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

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

**For the City:**

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

**For the City Council:**

[Signature]

**Approved as to Form:**

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

**Approved as to Finance:**

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

## RESOLUTION STAFF REVIEW

**Date:** August 29, 2023

**Agenda Item Title:**

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

**Prepared by:**

Emily Doerr, Director of Planning and Development

**Background/Summary of Proposed Action:**

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

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

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

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

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

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

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

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

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

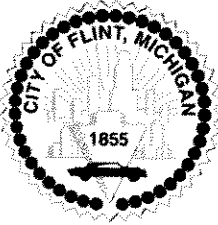
**Pre-encumbered:** Yes \_\_\_ No x **Requisition #:** \_\_\_\_\_

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

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

**APPROVAL**   
Emily Doerr (August 2023 13.53 FDT)  
\_\_\_\_\_  
**Emily Doerr, Director, Planning and Development**

240136



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

PRESENTED: 4/17/2024

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

**RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO AWARD GRANTS FOR ALTERNATIVE USES OF VACANT LOTS FOR FRIENDS OF BERSTON**

**BY THE CITY ADMINISTRATOR:**

In 2022 and 2023, the City of Flint received funds pursuant to the American Rescue Plan Act of 2021 (ARPA), which could be used by the City for specific and defined purposes. In 2023, the City of Flint obligated all of the ARPA funding received, of which approximately \$40 million was obligated as “revenue replacement” on December 20, 2023;


City Administration recommends reallocating \$25,000 of ARPA funds, previously obligated for revenue replacement, to provide funding for the category of Neighborhood Improvement (\$13,735,000 total) consisting 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 \$25,000 for Friends of Berston.

Reallocated funds will be moved from Acct #101-287.000-963.000 follows:

<b>Fund</b>	<b>Project Purpose</b>	<b>Account Name / Grant Code</b>	<b>Amount</b>
Friends of Berston	Site Improvement	<del>101-729 002-801 000</del>	\$25,000


**IT IS RESOLVED** that the appropriate City officials are authorized to do all things and execute any agreements necessary from the funding source account #101-287.000-963.000 to the Friends of Berston and appropriate funding in the current and future fiscal years in the amount of \$25,000, as described above, for as long as the funds are available. Prior to any disbursement of funds, the City of Flint’s ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury rules.

**Approved as to Form:**

  
William Kim (Apr 13, 2024 18:55 EDT)


**William Kim, City Attorney**

**Approved as to Finance:**

  
Phillip Moore (Apr 15, 2024 08:11 EDT)

**Phillip Moore, Chief Financial Officer**

**For the City:**

  
CLYDE D EDWARDS / A0153  
CLYDE D EDWARDS / A0153 (Apr 15, 2024 09:51 EDT)

**Clyde D. Edwards, City Administrator**

**For the City Council:**

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## **RESOLUTION STAFF REVIEW**

**Date:** April 12, 2024

**Agenda Item Title:**

**RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO AWARD GRANTS FOR ALTERNATIVE USES OF VACANT LOTS FOR FRIENDS OF BERSTON**

**Prepared by:**

Latrese Brown, Community Liaison

**Background/Summary of Proposed Action:**

**Friends of Berston: Requesting \$25,000 for Site Improvement Project:** The current Berston Field House is almost 100 years old and during that time it has never enlarged its building footprint, even though the programs provided at this facility have changed and expanded. The building project being developed includes a 57,000 sf addition to include a new large tournament size gymnasium with locker rooms, a walking track, and a fitness center.

The new addition will also include a connecting link to the existing building that has an elevator and stairway to access all floor levels of the new addition and the old building. It also includes a large new entry that contains a Hall of Fame highlighting the achievements of previous participants at Berston. The existing building will be totally remodeled, including its mechanical and electrical systems and will provide classrooms for after-school education, computer access for those in the community, art classes and bicycle training and repair. The one existing gym will be remodeled into a flexible community center and the other gym will be remodeled into two dance studios serving the young and old in the Flint area. The old locker rooms will become the new location for the boxing center and the upper level will be converted into the Berston administrative offices. The project also includes expansion of the Berston site from 6.85 acres to 14.60 acres by purchasing an abandoned church property to the northeast and vacant residential property to the south. With this additional property Berston will move the current softball field and outdoor basketball courts, add much needed on-site parking, add a Little League baseball field, a football/soccer/lacrosse field, pickleball courts, playgrounds, a splashpad and add an outdoor amphitheater venue for summer concerts. This particular grant will be used solely for site improvements and the demolition of the existing abandoned buildings on the site to build the new baseball diamond and soccer field.

**History:** Friends of Berston (FOB) was formed in 2014 as a non-profit, housed in the historic Berston Field house to keep the facility operational. At that time, the City of Flint was no longer financially able to keep its recreational and community centers open, due to its insolvency. Berston Field House was built in 1923 on land donated by children of Flint land developer and philanthropist, Neil J. Berston. Mr. Berston, at the turn of the century, had the foresight to buy and transform farmland into the residential neighborhoods surrounding what is now Berston Field House. The field house was named in honor of this generous visionary, and after 94 years of existence, the building remains structurally sound as is Berston's place in the community among its patrons who range from the very young to senior citizens. The field house is just north of downtown Flint. When initially built, Berston was a state-of-the-art field house. As stated earlier, it is still structurally sound, but in need of some renovations. Friends of Berston, through the hard work of its

board of directors and its previous executive director, Bryant Nolden (who initially was its volunteer director for about 6 years) secured funding from private foundations and individual donors.

Friends of Berston’s Mission Statement is: Enhancing the impact of Berston through quality education, athletics, the arts, and comprehensive social services. This mission is in keeping with all that Berston Field House has been in the past for the community in which it is situated. In the past, it offered a wide range of sports which included swimming—the pool was removed several years ago. It had a branch of the Flint Public Library inside, as well as a small medical clinic to assist those who were unable to afford medical services. Friends of Berston does not want to just maintain Berston for now but plans to restore it to its former glory for future generations to enjoy as well.

Currently, patrons can participate in sports, a variety of dance classes which includes senior line dance classes, arts and crafts, and even chess. Plans are in place to house a success center within the field house where patrons in need of honing their literacy skills can come for assistance. Friends of Berston truly intends to carry on the tradition of Berston Field House for all its patrons.

Fund	Project Purpose	Account Name / Grant Code	Amount
Friends of Berston	Site Improvement	101-729 002-801 000	\$25,000

**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 at this time.

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

**APPROVAL** Shelly Sparks-Green  
Shelly Sparks-Green (Apr 15, 2024 09:23 EDT)  
**Shelly Sparks-Green, Chief Resilience Officer**





# CITY OF FLINT STAFF REVIEW FORM

**TODAY'S DATE:** 4/12/2024

**BID/PROPOSAL#** A0153

**AGENDA ITEM TITLE: RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO AWARD GRANTS FOR ALTERNATIVE USES OF VACANT LOTS FOR FRIENDS OF BERSTON**

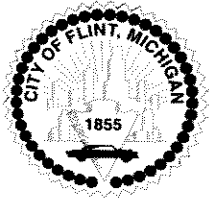
**PREPARED BY:** Latrese Brown

**VENDOR NAME:** Friends of Berston

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

Friends of Berston (FOB) was formed in 2014 as a non-profit, housed in the historic Berston Field house to keep the facility operational. At that time, the City of Flint was no longer financially able to keep its recreational and community centers open, due to its insolvency. Berston Field House was built in 1923 on land donated by children of Flint land developer and philanthropist, Neil J. Berston. Mr. Berston, at the turn of the century, had the foresight to buy and transform farmland into the residential neighborhoods surrounding what is now Berston Field House. The field house was named in honor of this generous visionary, and after 94 years of existence, the building remains structurally sound as is Berston's place in the community among its patrons who range from the very young to senior citizens. The field house is just north of downtown Flint. When initially built, Berston was a state-of-the-art field house. As stated earlier, it is still structurally sound, but in need of some renovations. Friends of Berston, through the hard work of its board of directors and its previous executive director, Bryant Nolden (who initially was its volunteer director for about 6 years) secured funding from private foundations and individual donors.

Friends of Berston's Mission Statement is: Enhancing the impact of Berston through quality education, athletics, the arts, and comprehensive social services. This mission is in keeping with all that Berston Field House has been in the past for the community in which it is situated. In the past, it offered a wide range of sports which included swimming—the pool was removed several years ago. It had a branch of the Flint Public Library inside, as well as a small medical clinic to assist those who were unable to afford medical services. Friends of Berston does not want to just maintain Berston for now but plans to restore it to its former glory for future generations to enjoy as well.



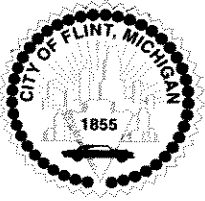
## CITY OF FLINT STAFF REVIEW FORM

**PREVIOUS ALLOCATIONS (INCLUDE ALL ACCOUNTS USED FOR THIS PURPOSE)/ PROVIDE RESOLUTION OR CONTRACT INFORMATION THAT APPLIES**

Has received previous ARPA funding to help with expansion of Berston Field House.

**POSSIBLE BENEFIT TO THE CITY OF FLINT (RESIDENTS AND/OR CITY OPERATIONS) INCLUDE PARTNERSHIPS AND COLLABORATIONS:**

The building project being developed includes a 57,000 sf addition to include a new large tournament size gymnasium with locker rooms, a walking track, and a fitness center. The new addition will also include a connecting link to the existing building that has an elevator and stairway to access all floor levels of the new addition and the old building. It also includes a large new entry that contains a Hall of Fame highlighting the achievements of previous participants at Berston. The existing building will be totally remodeled, including its mechanical and electrical systems and will provide classrooms for after-school education, computer access for those in the community, art classes and bicycle training and repair. The one existing gym will be remodeled into a flexible community center and the other gym will be remodeled into two dance studios serving the young and old in the Flint area. The old locker rooms will become the new location for the boxing center and the upper level will be converted into the Berston administrative offices. The project also includes expansion of the Berston site from 6.85 acres to 14.60 acres by purchasing an abandoned church property to the northeast and vacant residential property to the south. With this additional property Berston will move the current softball field and outdoor basketball courts, add much needed on-site parking, add a Little League baseball field, a football/soccer/lacrosse field, pickleball courts, playgrounds, a splashpad and add an outdoor amphitheater venue for summer concerts.



**CITY OF FLINT  
STAFF REVIEW FORM**

**FINANCIAL IMPLICATIONS:**

In 2022 and 2023, the City of Flint received funds pursuant to the American Rescue Plan Act of 2021 (ARPA), which could be used by the City for specific and defined purposes. In 2023, the City of Flint obligated all of the ARPA funding received, of which approximately \$40 million was obligated as “revenue replacement;”

City Administration and Flint City Council recommend reallocating \$25,000 of ARPA funds, previously obligated for revenue replacement, to provide funding to Friends of Bertson for site revitalization at Berston Field House.

After a thorough analysis from E&Y consulting team, the proposed program complies with relevant Treasury rules and aligns with the Flint ARPA Plan.

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

Dept.	Name of Account	Account Number	Grant Code	Amount
Mayor's Office	Friends of Bertson	101-729 002-801 000	Vacant Lots	\$25,000
			<b>FY24 GRAND TOTAL</b>	<b>\$25,000</b>

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

**ACCOUNTING APPROVAL:** Phillip Moore Phillip Moore (Apr 15, 2024 08:11 EDT) **Date:** 04/15/2024

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

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

**BUDGET YEAR 1 \$**



# CITY OF FLINT STAFF REVIEW FORM

BUDGET YEAR 2

BUDGET YEAR 3

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

STAFF RECOMMENDATION: (PLEASE SELECT):  APPROVED  NOT APPROVED

DEPARTMENT HEAD SIGNATURE:  Chief Resilience Officer

Shelly Sparks-Green (Apr 15, 2024 09:23 EDT)

(Name, Title)



240137

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

PRESENTED: 4-17-2024

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

**RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO AWARD ARPA FUNDS TO FLINT INNOVATIVE SOLUTIONS SERVING AS THE FIDUCIARY FOR FRIENDS OF HASSELBRING VOLUNTEER GROUP IN RESPONDING TO THE IMPACTS OF THE PANDEMIC ON BLIGHT**

In 2022 and 2023, the City of Flint received funds pursuant to the American Rescue Plan Act of 2021 (ARPA), which could be used by the City for specific and defined purposes. In 2023, the City of Flint obligated all of the ARPA funding received, of which approximately \$40 million was obligated as “revenue replacement” on December 20, 2023;

City Administration recommends reallocating \$22,500 of ARPA funds, previously obligated for revenue replacement, to provide funding for the category of Neighborhood Improvement (\$13,735,000 total) consisting 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 \$22,500 for Flint Innovative Solutions serving as the fiduciary for the Friends of Hasselbring Park volunteer group.

Reallocated funds will be moved from Acct #101-287.000-963.000 as follows:

Fund	Project Purpose	Account Name / Grant Code	Amount
Flint Innovative Solutions	Utility Vehicle	<del>101 - 729 002 - 801 000</del>	\$22,500

**IT IS RESOLVED** that the appropriate City officials are authorized to do all things and execute any agreements necessary to Flint Innovative Solutions (Friends of Hasselbring Park) and appropriate funding in the current and future fiscal years in the amount of \$22,500 as described above, for as long as the funds are available. Prior to any disbursement of funds, the City of Flint’s ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury rules.

**For the City:**

CLYDE D EDWARDS A0156  
CLYDE D EDWARDS A0156 (Apr 16, 2024 14:59 EDT)  
**Clyde D. Edwards, City Administrator**

**For the City Council:**

\_\_\_\_\_

**Approved as to Form:**

William Kim  
William Kim (Apr 16, 2024 13:48 EDT)  
**William Kim, City Attorney**

**Approved as to Finance:**

Phillip Moore  
Phillip Moore (Apr 16, 2024 14:07 EDT)  
**Phillip Moore, Chief Financial Officer**

## RESOLUTION STAFF REVIEW

Date: April 16, 2024

### Agenda Item Title:

**RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO AWARD ARPA FUNDS TO FLINT INNOVATIVE SOLUTIONS SERVING AS THE FIDUCIARY FOR FRIENDS OF HASSELBRING VOLUNTEER GROUP IN RESPONDING TO THE IMPACTS OF THE PANDEMIC ON BLIGHT**

Prepared by: Latrese Brown, Community Liaison

### Background/Summary of Proposed Action:

Flint Innovative Solutions: *Funding request and purpose:* **Requesting \$22,500 for Utility Vehicle.** Requesting funding to purchase a utility vehicle that will be used within the park to assist with park clean-ups and events. The utility vehicle will also be used during park events to transport equipment. The current volunteer base is older and the utility vehicle will help them manage park activities. In addition, a trailer will be purchased to transport the vehicle to and from the park. Additional funding has been sought to purchase items for volunteers, shirts, food, and gardening equipment. The requested ATV will assist members of the Friends of Hasselbring Park to better serve community groups and members who chose to utilize the park for events.

The Friends of the Hasselbring Park (FHP) manage the ongoing maintenance of Hasselbring Park and coordinate park programming including concerts, food giveaways, back to school events for youth, sporting events, family reunions and the famous “Hasselbring Hustlers”, a group of snazzy seniors who enjoy sharing their love of dance with the community!

The leader of FHP is Bonnie Grass. She manages maintenance efforts and has sought funding for park maintenance and upkeep through grant applications. There is a dedicated group of volunteers that support Ms. Grass in executing programming.

### History:

Friends of Hasselbring Park was established in 2017 with the purpose of serving the nearby community by providing inclusive programming that engages youth to seniors. The mission of the organization is to rebuild and restore opportunities for community engagement in north Flint.

Programming includes events that incorporate the baseball diamonds, soccer fields, a playground, senior citizen community center, and picnic areas. Past events included food giveaways, trunk or treat Halloween activities and sport tournaments. The community group helped staff COVID-related programming in 2020 and 2021.


An estimated 6 formal events have been held each year serving a minimum of 300 people per year. The number of served people does not include outside community groups who have utilized Hasselbring Park for programming purposes.

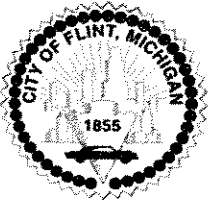
Fund	Project Purpose	Account Name / Grant Code	Amount
Flint Innovative Solutions	Utility Vehicle	<b>101 - 729 002 - 801 000</b>	\$22,500

**Financial Implications:**

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

**Budgeted Expenditure:** Yes \_\_\_ No X **Please explain, if no:**  
**Pre-encumbered:** Yes \_\_\_ No X **Requisition #:** N/A  
**Other Implications:** No other implications are known at this time.  
**Staff Recommendation:** Staff recommends approval of this resolution.

**APPROVAL**   
Shelly Sparks-Green (Apr 16, 2024 14:42 EDT)  
**Shelly Sparks-Green, Chief Resilience Officer**



## CITY OF FLINT STAFF REVIEW FORM

**TODAY'S DATE:** 4/16/2024

**BID/PROPOSAL#** A0156

**AGENDA ITEM TITLE: RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO AWARD ARPA FUNDS TO FLINT INNOVATIVE SOLUTIONS SERVING AS THE FIDUCIARY FOR FRIENDS OF HASSELBRING VOLUNTEER GROUP IN RESPONDING TO THE IMPACTS OF THE PANDEMIC ON BLIGHT**

**PREPARED BY:** Latrese Brown

**VENDOR NAME:** Innovative Solutions ( Friends of Hasselbring)

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

Friends of Hasselbring Park was established in 2017 with the purpose of serving the nearby community by providing inclusive programming that engages youth to seniors. The mission of the organization is to rebuild and restore opportunities for community engagement in north Flint.

Programming includes events that incorporate the baseball diamonds, soccer fields, a playground, senior citizen community center, and picnic areas. Past events included food giveaways, trunk or treat Halloween activities and sport tournaments. The community group helped staff COVID-related programming in 2020 and 2021.

An estimated 6 formal events have been held each year serving a minimum of 300 people per year. The number of served people does not include outside community groups who have utilized Hasselbring Park for programming purposes.

The Friends of Hasselbring are requesting funding to purchase a utility vehicle that will be used within the park to assist with park clean-ups and events. The utility vehicle will also be used during park events to transport equipment. The current volunteer base is older and the utility vehicle will help them manage park activities. In addition, a trailer will be purchased to transport the vehicle to and from the park. Additional funding has been sought to purchase items for volunteers, shirts, food, and gardening equipment. The requested ATV will assist members of the Friends of Hasselbring Park to better serve community groups and members who chose to utilize the park for events.





## CITY OF FLINT STAFF REVIEW FORM

**PREVIOUS ALLOCATIONS (INCLUDE ALL ACCOUNTS USED FOR THIS PURPOSE)/ PROVIDE  
RESOLUTION OR CONTRACT INFORMATION THAT APPLIES**

N/A

**POSSIBLE BENEFIT TO THE CITY OF FLINT (RESIDENTS AND/OR CITY OPERATIONS) INCLUDE  
PARTNERSHIPS AND COLLABORATIONS:**

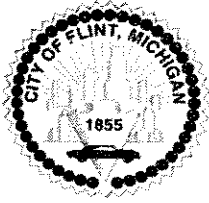
The Friends of the Hasselbring Park (FHP) manage the ongoing maintenance of Hasselbring Park and coordinate park programming including concerts, food giveaways, back to school events for youth, sporting events, family reunions and the famous “Hasselbring Hustlers”. This request would be a benefit to the entire City of Flint.

**FINANCIAL IMPLICATIONS:**

In 2022 and 2023, the City of Flint received funds pursuant to the American Rescue Plan Act of 2021 (ARPA), which could be used by the City for specific and defined purposes. In 2023, the City of Flint obligated all of the ARPA funding received, of which approximately \$40 million was obligated as “revenue replacement;”

City Administration and Flint City Council recommend reallocating \$22,500 of ARPA funds, previously obligated for revenue replacement, to provide funding to the Friends of Hasselbring for their utility truck to help maintain Hasselbring Park funded through Innovative Solutions as the fiduciary.

After a thorough analysis from E&Y consulting team, the proposed program complies with the relevant



# CITY OF FLINT STAFF REVIEW FORM

Treasury rules and aligns with the Flint ARPA Plan.

BUDGETED EXPENDITURE? YES  NO  IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
Mayor's Office	Innovative Solutions	101-729 002-801 000	Vacant Lots	\$22,500
		<b>FY24 GRAND TOTAL</b>		<b>\$22,500</b>

PRE-ENCUMBERED? YES  NO  REQUISITION NO:

ACCOUNTING APPROVAL: Phillip Moore Date: 04/16/2024  
Phillip Moore (Apr 16, 2024 14:07 EDT)

WILL YOUR DEPARTMENT NEED A CONTRACT? YES  NO

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

BUDGET YEAR 1 \$

BUDGET YEAR 2

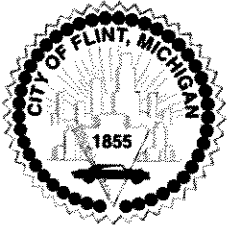
BUDGET YEAR 3

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

STAFF RECOMMENDATION: (PLEASE SELECT):  APPROVED  NOT APPROVED

DEPARTMENT HEAD SIGNATURE: Shelly Sparks-Green  
Shelly Sparks-Green (Apr 16, 2024 14:42 EDT)  
Shelly Sparks-Green, Chief Resilience Officer

240138



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

PRESENTED: 4-17-2024

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

**RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO AWARD GRANTS FOR ALTERNATIVE USES OF VACANT LOTS FOR SYLVESTER BROOME EMPOWERMENT CENTER ACTING AS THE FIDUCIARY FOR THE NORTH FLINT NEIGHBORHOOD ACTION COUNCIL**

**BY THE CITY ADMINISTRATOR:**

In 2022 and 2023, the City of Flint received funds pursuant to the American Rescue Plan Act of 2021 (ARPA), which could be used by the City for specific and defined purposes. In 2023, the City of Flint obligated all of the ARPA funding received, of which approximately \$40 million was obligated as “revenue replacement” on December 20, 2023;


City Administration recommends reallocating \$25,000 of ARPA funds, previously obligated for revenue replacement, to provide funding for the category of Neighborhood Improvement (\$13,735,000 total) consisting 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 \$25,000 for Sylvester Broome Empowerment Center.

Reallocated funds will be moved from Acct #101-287.000-963.000 follows:

Fund	Project Purpose	Account Name / Grant Code	Amount
Sylvester Broome Empowerment Center	Neighborhood Clean-up Project	101-729 002-801 000	\$25,000


**IT IS RESOLVED** that the appropriate City officials are authorized to do all things and execute any agreements necessary from the funding source account #101-287.000-963.000 to the Sylvester Broome Empowerment Center (NFNAC) and appropriate funding in the current and future fiscal years in the amount of \$25,000, as described above, for as long as the funds are available. Prior to any disbursement of funds, the City of Flint’s ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury rules.

**Approved as to Form:**

  
William Kim (Apr 16, 2024 15:30 EDT)

**William Kim, City Attorney**

**Approved as to Finance:**

  
Phillip Moore (Apr 16, 2024 15:43 EDT)

**Phillip Moore, Chief Financial Officer**

**For the City:**

  
Clyde D. Edwards / A0155 (Apr 16, 2024 15:56 EDT)

**Clyde D. Edwards, City Administrator**

**For the City Council:**

\_\_\_\_\_

## **RESOLUTION STAFF REVIEW**

**Date:** April 16, 2024

### **Agenda Item Title:**

### **RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO AWARD GRANTS FOR ALTERNATIVE USES OF VACANT LOTS FOR SYLVESTER BROOME EMPOWERMENT CENTER ACTING AS THE FIDUCIARY FOR THE NORTH FLINT ACTION COUNCIL**

### **Prepared by:**

Latrese Brown, Community Liaison

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

#### **Sylvester Broome Empowerment Center: *Requesting \$25,000 for F.L.I.N.T Project:***

Fighting Litter In Neighborhoods Together (F.L.I.N.T) will be a project spearheaded by the North Flint Neighborhood Action Council with the assistance of ten (10) North Flint Block Clubs, Neighborhood Associations, and Community Groups who will partner with us in this endeavor.

F.L.I.N.T will focus on neighborhood cleanups across wards 1 & 3 with their catchment area being Pulaski/Caniff St to the South, Clio Rd to the West, Carpenter Rd to the North, and the Flint River to the East. These clean-ups will include cutting grass, brush hogging high weeds, picking up litter, and boarding abandoned homes.

The NFNAC will also utilize Crime Prevention Through Environmental Design Tools (CPTED). CPTED strategies are aimed at reducing victimization, deterring offender decisions that precede criminal acts, and building a sense of community among inhabitants so they can gain territorial control of areas, reduce crime, and minimize fear of crime. The F.L.I.N.T clean-ups will have a dual purpose in making them aesthetically pleasing while also reducing the opportunity for criminal activity. Resident input will ensure areas of most concern are taken care of.

#### **History:**

The North Flint Neighborhood Action Council (NFNAC) is building on its strong foundation of resident leadership, accountable partnerships, and results-focused action. The NFNAC brings together residents and stakeholders in some of the most economically disenfranchised areas of Flint to plan, implement, and sustain comprehensive revitalization efforts that improve the lives of residents.

The NFNAC's process focuses on both learning and doing, as community members in the Anchor Zones of Wards 1 and 3 build knowledge and skills; strengthen relationships between residents, neighborhood organizations, and cross-sector partners; and access the resources needed to create positive change in their neighborhoods.

Fund	Project Purpose	Account Name / Grant Code	Amount
Sylvester Broome Empowerment Center	Neighborhood Clean-up Project	101-729 002-801 000	\$25,000


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

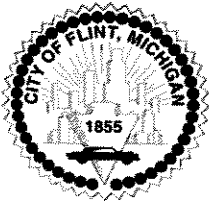
**Budgeted Expenditure:** Yes \_\_\_ No X Please explain, if no:

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

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

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

**APPROVAL**   
 Shelly Sparks-Green (Apr 16, 2024 15:47 EDT)  
 Shelly Sparks-Green, Chief Resilience Officer



## CITY OF FLINT STAFF REVIEW FORM

**TODAY'S DATE:** 4/16/2024

**BID/PROPOSAL#** A0155

**AGENDA ITEM TITLE: RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO AWARD GRANTS FOR ALTERNATIVE USES OF VACANT LOTS FOR SYLVESTER BROOME EMPOWERMENT CENTER ACTING AS THE FIDUCIARY FOR THE NORTH FLINT ACTION COUNCIL**

**PREPARED BY:** Latrese Brown

**VENDOR NAME:** Sylvester Broome Empowerment Center ( North Flint Neighborhood Action Council)

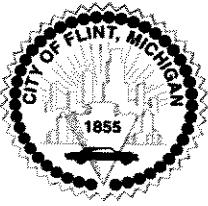
### **BACKGROUND/SUMMARY OF PROPOSED ACTION:**

The North Flint Neighborhood Action Council (NFNAC) is building on its strong foundation of resident leadership, accountable partnerships, and results-focused action. The NFNAC brings together residents and stakeholders in some of the most economically disenfranchised areas of Flint to plan, implement, and sustain comprehensive revitalization efforts that improve the lives of residents.

The NFNAC's process focuses on both learning and doing, as community members in the Anchor Zones of Wards 1 and 3 build knowledge and skills; strengthen relationships between residents, neighborhood organizations, and cross-sector partners; and access the resources needed to create positive change in their neighborhoods.

Fighting Litter In Neighborhoods Together (F.L.I.N.T) will be a project spearheaded by the North Flint Neighborhood Action Council with the assistance of ten (10) North Flint Block Clubs, Neighborhood Associations, and Community Groups who will partner with us in this endeavor.

F.L.I.N.T will focus on neighborhood cleanups across wards 1 & 3 with their catchment area being Pulaski/Caniff St to the South, Clio Rd to the West, Carpenter Rd to the North, and the Flint River to the East. These clean-ups will include cutting grass, brush hogging high weeds, picking up litter, and boarding abandoned homes.



## CITY OF FLINT STAFF REVIEW FORM

**PREVIOUS ALLOCATIONS (INCLUDE ALL ACCOUNTS USED FOR THIS PURPOSE)/ PROVIDE  
RESOLUTION OR CONTRACT INFORMATION THAT APPLIES**

Slyvester Broome Empowerment Center has received 5 grants from the City of Flint from 2021 - 2024. The amounts for these 5 grants are as follows; \$45,000, \$3,500, \$5,000, \$15,500, and \$35,000 totaling \$104,000.

**POSSIBLE BENEFIT TO THE CITY OF FLINT (RESIDENTS AND/OR CITY OPERATIONS) INCLUDE  
PARTNERSHIPS AND COLLABORATIONS:**

This project will help to remove blight in Wards 1 and 3. With the removal of blight, this project will help to beautify those neighborhoods as well as decrease the crime rates in those areas. Crime rates will be decreased by utilizing the Crime Prevention Through Environmental Design Tools (CPTED).

**FINANCIAL IMPLICATIONS:**

In 2022 and 2023, the City of Flint received funds pursuant to the American Rescue Plan Act of 2021 (ARPA), which could be used by the City for specific and defined purposes. In 2023, the City of Flint obligated all of the ARPA funding received, of which approximately \$40 million was obligated as “revenue replacement;”

City Administration and Flint City Council recommend reallocating \$25,000 of ARPA funds, previously obligated for revenue replacement, to provide funding to the North Flint Neighborhood Action Council for the neighborhood clean-up projects in Wards 1 and 3 funded through the Sylvester Broome Empowerment Center as the fiduciary.

After a thorough analysis from E&Y consulting team, the proposed program complies with the relevant Treasury rules and aligns with the Flint ARPA Plan.





# CITY OF FLINT STAFF REVIEW FORM

BUDGETED EXPENDITURE? YES  NO  IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
Mayor's Office	Sylvester Broome Empowerment Center	101-729 002-801 000	Vacant Lots	\$25,000
		<b>FY24 GRAND TOTAL</b>		<b>\$25,000</b>

PRE-ENCUMBERED? YES  NO  REQUISITION NO:

ACCOUNTING APPROVAL: Philip Moore Date: 04/16/2024  
Philip Moore (Apr 16, 2024 15:43 EDT)

WILL YOUR DEPARTMENT NEED A CONTRACT? YES  NO

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

BUDGET YEAR 1 \$

BUDGET YEAR 2

BUDGET YEAR 3

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

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

DEPARTMENT HEAD SIGNATURE: Shelly Sparks-Green  
Shelly Sparks-Green (Apr 15, 2024 15:47 EDT)  
*Shelly Sparks-Green, Chief Resilience Officer*

240139



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

PRESENTED: 4-17-2024

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

**RESOLUTION TO USE ARPA ADMINISTRATION FUNDS TO HIRE FOUR ARPA CONTRACT COORDINATOR POSITIONS, MANAGEMENT TIME OF THOSE COORDINATORS, SUPPLIES/TRAINING COSTS, AND ONE COMMUNITY CENTER LIAISON FOR IMPLEMENTATION OF ARPA CONTRACTS AND MOUs**

In 2022 and 2023, the City of Flint received funds pursuant to the American Rescue Plan Act of 2021 (ARPA), which could be used by the City for specific and defined purposes. In 2023, the City of Flint obligated all of the ARPA funding received, of which approximately \$40 million was obligated as “revenue replacement” on December 20, 2023;

City Administration recommends reallocating \$1,462,500 of ARPA funds, previously obligated for revenue replacement, to provide administration funding for wage/fringe of 4 new ARPA Contract Coordinators plus supplies and training costs for those staff, partial funding for wage/fringe of existing Finance and P&D staff to manage those coordinators, and funding for 1 new Community Center Liaison – all of these expenditures will occur between April 1, 2024 - December 31, 2026.

Reallocated funds will be moved from Acct #101-287.000-963.000 as follows:

Account Number	Account Name / Grant Code	Increment	Total Amount
TBD - Multiple	Administration		
	2 new coordinators (wage / fringe) within Finance for 2.5 years to monitor internal city ARPA in timely manner	\$84,500 per year per person	\$422,500
	Portion of existing Budgets and Grants Manager (wage/fringe) for 2.5 years to manage work of 2 coordinators	\$25,000 per year	\$62,500
	Portion of existing Procurement Director (wage/fringe) for 2.5 years to manage procurement work of 2 coordinators	\$25,000 per year	\$62,500
	2 new coordinators (wage/fringe) within Business and Community Services for 2.5 years to process external agency payment requests in timely manner	\$84,500 per year per person	\$422,500
	Portion of existing Business and Community Services Program Manager staff time (wage/fringe) for	\$75,000 per year	\$187,500

Account Number	Account Name / Grant Code	Increment	Total Amount
	2.5 years to manage work of 2 coordinators		
	Portion of existing Business and Community Services Finance staff time (wage/fringe) for 2.5 years to provide finance support to 2 coordinators	\$37,000 per year	\$92,500
	Office supplies and training costs for staff over 2.5 years	\$10,000 per year	\$25,000
	One Community Center Liaison (wage/fringe) for 2.5 years to help administer federal funds awarded to all 6 community centers	\$75,000 per year	\$187,500
	<b>TOTAL</b>		<b>\$1,462,500</b>

**IT IS RESOLVED** that the appropriate City officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding source account #101-287.000-963.000 to funding city staff to properly administer ARPA funds in the amount of \$1,462,500. Based on review and validation of the appropriate fund use by the City's compliance firm, implementation of these funds will be consistent and compliant with US Department Treasury requirements and previously approved authorizations.

**For the City:**


**For the City Council:**

CLYDE D EDWARDS / A0150  
CLYDE D EDWARDS / A0150 (Apr 11, 2024 13:10 EDT)  
**Clyde D. Edwards, City Administrator**

\_\_\_\_\_

**Approved as to Form:**

**Approved as to Finance:**

  
William Kim (Apr 11, 2024 12:36 EDT)  
**William Kim, City Attorney**

Phillip Moore  
Phillip Moore (Apr 11, 2024 11:33 EDT)  
**Phillip Moore, Chief Financial Officer**

## RESOLUTION STAFF REVIEW

**TODAY'S DATE:** April 9, 2024

**BID/PROPOSAL#** n/a

**AGENDA ITEM TITLE: RESOLUTION TO USE ARPA ADMINISTRATION FUNDS TO HIRE FOUR ARPA CONTRACT COORDINATOR POSITIONS, MANAGEMENT TIME OF THOSE COORDINATORS, SUPPLIES/TRAINING COSTS, AND ONE COMMUNITY CENTER LIAISON FOR IMPLEMENTATION OF ARPA CONTRACTS AND MOUs**

**PREPARED BY:** Emily Doerr, Director of Business and Community Services (formerly known as Planning and Development)

**VENDOR NAME:**

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

It is crucial that the City of Flint builds its internal capacity to manage internal and external ARPA contracts to ensure all funds are spent on eligible activities and that the city's documentation is prepared for a federal audit in 2027. This resolution allows for financial resources to fund:

- 5 new positions (4 ARPA Contract Coordinators – 2 within Finance to monitor / manage internal ARPA expenditures and 2 within Business and Community Services to process payment requests submitted every month by external agencies – as well as a Community Center Liaison to help administer federal funds awarded to all 6 community centers);
- As well as support wages of 4 existing staff who will manage and/or provide procurement and financial systems support (Budgets and Grants Manager, Procurement Director, plus Business and Community Services Operations Program Manager and Finance staff).

**PREVIOUS ALLOCATIONS (INCLUDE ALL ACCOUNTS USED FOR THIS PURPOSE)/ PROVIDE RESOLUTION OR CONTRACT INFORMATION THAT APPLIES:** n/a

**POSSIBLE BENEFIT TO THE CITY OF FLINT (RESIDENTS AND/OR CITY OPERATIONS) INCLUDE PARTNERSHIPS AND COLLABORATIONS:**

Using ARPA administrative funds to fund city staff (rather than spending all of the admin funds on E&Y) will allow for our nonprofit partners that are awarded ARPA funds to get their contracts in place and their payment requests processed in a speedy manner – the goal is under 30 days. Additionally having additional staff support for internal ARPA awards – specifically Blight Elimination and Public Safety – will ensure that the funds are all procured properly and spent on eligible activities so the city can pass future federal audits.

**FINANCIAL IMPLICATIONS:** ARPA funds must be obligated by 12/31/24 and fully expended by 12/31/26. There will need to be a distribution of wages and fringes to properly associate the expenditures from unallocated to all necessary wages and fringe lines created for this purpose. For now, these funds remain in the unallocated GL line.

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

With the adoption of this resolution, funds will be reallocated from the unallocated GL reserved for ARPA funds listed in the table below.

Dept.	Name of Account	Account Number	Grant Code	Amount
Finance	Unallocated Budget Appropriations	101-287.000-963.000	N.A.	\$1,462,500
		<b>FY24 GRAND TOTAL</b>		\$1,462,500

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

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

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

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

**BUDGET YEAR 1 \$**


**BUDGET YEAR 2**

**BUDGET YEAR 3**

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

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

**DEPARTMENT HEAD SIGNATURE:**

  
 \_\_\_\_\_  
 Emily Doerr, Director, Business and Community Services



240140

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

PRESENTED: 4-17-2024

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

**RESOLUTION TO USE ARPA CONTINGENCY FUNDS AND EARNED INTEREST TO PROVIDE REVENUE REPLACEMENT FUNDS TO FLINT DOWNTOWN DEVELOPMENT AUTHORITY DUE TO PARKING REVENUE LOSS DURING COVID-19 PANDEMIC**

In 2022 and 2023, the City of Flint received funds pursuant to the American Rescue Plan Act of 2021 (ARPA), which could be used by the City for specific and defined purposes. In 2023, the City of Flint obligated all of the ARPA funding received, of which approximately \$40 million was obligated as “revenue replacement” on December 20, 2023;

City Administration recommends reallocating \$560,586 of ARPA funds - \$250,000 previously obligated for contingency and \$310,586 from earned interest – to provide revenue replacement funds to the Flint Downtown Development Authority because of parking revenue lost during the COVID-19 pandemic, specifically from April 1, 2020 to June 30, 2022. During these 27 months, compared to the parking revenue reported from July 1, 2018 to June 30, 2019, the parking revenue loss was calculated to be \$560,586; the table is part of this resolution packet.

Reallocated funds will be moved from Acct #101-287.000-963.000 (\$250,000) and Acct #001-000.000-273.800 (\$310,586) as follows:

Account Number	Account Name / Grant Code	Total Amount
101-612.011-969.728	ARPA- DDA COVID Revenue Loss Replacement – Contributions	\$250,000
101-191.100-969.728	ARPA Interest -DDA COVID Revenue Loss Replacement – Contributions	\$310,586
<b>TOTAL</b>	<b>Parking revenue loss incurred by the Flint DDA from April 1, 2020 - June 30, 2022</b>	<b>\$560,586</b>

**IT IS RESOLVED** that the appropriate City officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding source accounts #101-287.000-963.000 and #001-000.000-273.800 for a contribution to the component unit, Downtown Development Authority, in the amount of \$560,586. Based on review and validation of the appropriate fund use by the City’s compliance firm, implementation of these funds will be consistent and compliant with US Department Treasury requirements and previously approved authorizations.

For the City:

For the City Council:

CLYDE D EDWARDS / A0151  
CLYDE D EDWARDS / A0151 (Apr 11, 2024 17:09 EDT)  
Clyde D. Edwards, City Administrator

\_\_\_\_\_

Approved as to Form:

Approved as to Finance:

William Kim  
William Kim (Apr 11, 2024 17:08 EDT)  
William Kim, City Attorney

Phillip Moore  
Phillip Moore (Apr 11, 2024 16:23 EDT)  
Phillip Moore, Chief Financial Officer

## RESOLUTION STAFF REVIEW

**TODAY'S DATE:** April 11, 2024

**BID/PROPOSAL#** n/a

**AGENDA ITEM TITLE: RESOLUTION TO USE ARPA CONTINGENCY FUNDS AND EARNED INTEREST TO PROVIDE REVENUE REPLACEMENT FUNDS TO FLINT DOWNTOWN DEVELOPMENT AUTHORITY DUE TO PARKING REVENUE LOSS DURING COVID-19 PANDEMIC**

**PREPARED BY:** Emily Doerr, Director of Business and Community Services (formerly known as Planning and Development)

**VENDOR NAME:** n/a

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

The Flint Downtown Development Authority is reliant on parking revenues to cover costs and provide services crucial to downtown businesses, residents, and organizations. During the COVID-19 pandemic, demand for downtown parking evaporated as their monthly parkers were furloughed or worked from home. Uncollectible revenues grew exponentially as monthly parkers stopped paying for spaces but also neglected to cancel their parking privileges. Adding to that, closed businesses meant that no shoppers, diners or concert go-ers were visiting Flint and utilizing (paying for) downtown parking infrastructure. This loss represented a sizable part of the DDA's budget which affected the available funds for necessary services such as snow removal, trash pickup, landscaping and downtown maintenance. As the quarantine orders were lifted, parking revenues did not return to pre-COVID 19 levels. Many businesses and non-profits have transitioned to hybrid schedules that result in many more employees using Work From Home (WFH) options more often, further reducing the need for parking. Some examples include:

- The United Way generally requires most employees to be in the office just one day per week.
- The Mott Foundation is now on a Monday-Thursday schedule.
- The change from Citizens Bank to Huntington over the last decade will take the bank's downtown workforce from over 350 employees to under 30.
- At the Community Foundation of Greater Flint employees are on site just three days per week and remote the other two.

Adding to this, UM-Flint experienced a significant decline in enrollment in 2021 and 2022 and also has over 60% of their classes online, meaning many students rarely set foot on campus, or downtown. The once considerable impact of students, faculty and staff is now minimal. The net result of these factors has been an across-the-board drop in demand for monthly parking, daily parking, and metered parking.

**PREVIOUS ALLOCATIONS (INCLUDE ALL ACCOUNTS USED FOR THIS PURPOSE)/  
PROVIDE RESOLUTION OR CONTRACT INFORMATION THAT APPLIES:** n/a

**POSSIBLE BENEFIT TO THE CITY OF FLINT (RESIDENTS AND/OR CITY OPERATIONS)  
INCLUDE PARTNERSHIPS AND COLLABORATIONS:**

Using ARPA funds to provide revenue replacement funds to the Flint DDA will allow this autonomous entity that is a part of the city but operates under its own budget to continue providing basic services that keep the downtown poised for day-to-day attraction of customers, special events, and ongoing business

growth, including snow removal, trash pickup, landscaping and downtown maintenance. This entity did earn additional tax capture revenues in 2022 and 2023 because taxable values have increased but that simply led to the DDA being able to fully make the bond payments owed for the construction of the Rutherford Parking Structure – in years past when the DDA was unable to make those bond payments in full, the burden fell onto the City budget to fill the gap. This usage of ARPA funds is absolutely part of the original intent of the funds and will help this unit of government be stabilized.

**FINANCIAL IMPLICATIONS:** ARPA funds must be obligated by 12/31/24 and fully expended by 12/31/26. This revenue replacement grant will allow the Flint DDA to maintain solvency until it can regain adequate levels of parking revenue. This resolution will obligate \$250,000 of the ARPA funding, moved to the general fund with adopted resolution 230464.1, and use \$310,586 of earned interest gained from the federal funds received for Covid State and Local Fiscal Recovery Funds.

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

Dept.	Name of Account	Account Number	Grant Code	Amount
<b>FY24 GRAND TOTAL</b>				

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

**ACCOUNTING APPROVAL:**  **Date:** CL

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

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

**BUDGET YEAR 1 \$**

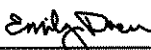
**BUDGET YEAR 2**

**BUDGET YEAR 3**

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

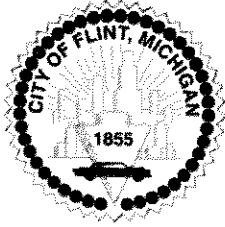
**STAFF RECOMMENDATION: (PLEASE SELECT):**  **APPROVED**  **NOT APPROVED**

**DEPARTMENT HEAD SIGNATURE:**

  
Emily Doerr (Apr 11 2024 16:21 EDT)  
 Emily Doerr, Director, Business and Community Services



240141



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

PRESENTED: 4-17-2024

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

**RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO PROCEED WITH GRANTS FOR YOUTH JOB TRAINING FOR THE GREAT LAKES AQUATIC HABITAT NETWORK**

**BY THE CITY COUNCIL:**

In 2022 and 2023, the City of Flint received funds pursuant to the American Rescue Plan Act of 2021 (ARPA), which could be used by the City for specific and defined purposes. In 2023, the City of Flint obligated all of the ARPA funding received, of which approximately \$40 million was obligated as “revenue replacement;”

The Flint City Council recommends reallocating \$300,000 of ARPA funds, previously obligated for revenue replacement, to provide funding to Great Lakes Aquatic Habitat Network to provide residents with knowledge about the safety of their water, and resources to help people trust that their water is safe, as thousands of pipes have been replaced in the City of Flint and the system continues to improve.

Reallocated funds will be moved from #101-287.000-963.000 as follows:

Account	Description	Amount
101-728.018-801.000	Great Lakes Aquatic Habitat Network	\$300,000

**IT IS RESOLVED** that the appropriate City officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding source account #101-287.000-963.000 to the Great Lakes Aquatic Habitat Network in the amount of \$300,000. Based on review and validation of the appropriate fund use by the City’s compliance firm, implementation of these funds will be consistent and compliant with US Department of Treasury requirements and previously approved authorizations.

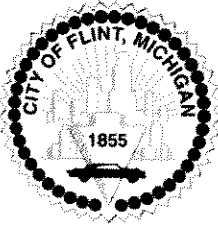
**FOR THE CITY COUNCIL:**

**APPROVED AS TO FORM:**

**APPROVED AS TO FINANCE:**

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

\_\_\_\_\_  
Phillip Moore, Chief Financial Officer



240142

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

PRESENTED: 4-17-2024

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

**RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO AWARD GRANTS FOR ALTERNATIVE USES OF VACANT LOTS FOR COMMUNITIES FIRST INC.**

**BY THE CITY ADMINISTRATOR:**

In 2022 and 2023, the City of Flint received funds pursuant to the American Rescue Plan Act of 2021 (ARPA), which could be used by the City for specific and defined purposes. In 2023, the City of Flint obligated all of the ARPA funding received, of which approximately \$40 million was obligated as “revenue replacement” on December 20, 2023;

City Administration recommends reallocating \$25,000 of ARPA funds, previously obligated for revenue replacement, to provide funding for the category of Neighborhood Improvement (\$13,735,000 total) consisting 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 \$25,000 for Communities First.

Reallocated funds will be moved from Acct #101-287.000-963.000 follows:

<b>Fund</b>	<b>Project Purpose</b>	<b>Account Name / Grant Code</b>	<b>Amount</b>
Vacant Lots	Food Truck Park	<b>101-729 002-801 000</b>	\$25,000

**IT IS RESOLVED** that the appropriate City officials are authorized to do all things and execute any agreements necessary from the funding source account #101-287.000-963.000 to Communities First Inc. and appropriate funding in the current and future fiscal years in the amount of \$25,000, as described above, for as long as the funds are available. Prior to any disbursement of funds, the City of Flint’s ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury rules.

**For the City:**

CLYDE D EDWARDS / A0154


CLYDE D EDWARDS / A0154 (Apr 15, 2024 09:48 EDT)

**Clyde D. Edwards, City Administrator**

**For the City Council:**

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**Approved as to Form:**

  
William Kim (Apr 12, 2024 15:45 EDT)

**William Kim, City Attorney**

**Approved as to Finance:**

Philly Moo  
Phillip Moore (Apr 15, 2024 08:09 EDT)

**Phillip Moore, Chief Financial Officer**

## **RESOLUTION STAFF REVIEW**

**Date:** April 12, 2024

### **Agenda Item Title:**

**RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO AWARD GRANTS FOR ALTERNATIVE USES OF VACANT LOTS FOR COMMUNITIES FIRST INC.**

### **Prepared by:**

Latrese Brown, Community Liaison

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

**Communities First Inc.:** *Funding request and purpose:* **Requesting \$25,000 for Food Truck Park Project:** Located a couple blocks west of downtown in the Grand Traverse Neighborhood, there is a vacant lot where a building once stood. With these funds, Communities First, Inc. (CFI) proposes the transformation of this underutilized space into the third and final phase of our project – Foodie Commons @ the Flowershop.

Envisioned as Flint’s first dedicated food truck park, Foodie Commons will offer supports for small businesses, flexible community gathering spaces for events like neighborhood meetings and amenities for all seasons. Combined with CFI’s committed renovations to the abandoned flower shop building and parking lot next door, the development of this vacant lot will offer Flint a permanent food truck park, covered seating, an outdoor entertainment space, a grass lawn that can be used by families for free play and exercise as well as host innovative programming like our annual Movies Under the Stars event. Paved pathways and intentional seating will also ensure that the space is accessible for everyone.

CFI anticipates the space will welcome 1,600+ community members in its first year of operation. Additional project outcomes will include: Engaging at least 10 food truck operators who are Flint residents and/or include historically underrepresented demographics in entrepreneurship like women, racial/ethnic minorities, etc. Technical assistance and resource support utilized by 10 small business owners. \$75,000+ in revenue generated in food truck sales. 10+ free programs and events offered annually to the Flint community such as artistic performances, cross-cultural explorations, resource fairs, and more. Collaboration with at least 5 community organizations who will host events of their own on the site. With the support of these funds, this investment will have a positive, rippling effect on the local economy and strengthen cultural life in Flint.

**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.

Fund	Project Purpose	Account Name / Grant Code	Amount
Vacant Lots	Food Truck Park	101-729 002-801 000	\$25,000

**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 at this time.

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

**APPROVAL** Shelly Sparks-Green  
Shelly Sparks-Green (Apr 15, 2024 09:23 EDT)  
**Shelly Sparks-Green, Chief Resilience Office**



## CITY OF FLINT STAFF REVIEW FORM

**TODAY'S DATE:** 4/12/2024

**BID/PROPOSAL#** A0154

**AGENDA ITEM TITLE: RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO AWARD GRANTS FOR ALTERNATIVE USES OF VACANT LOTS FOR COMMUNITIES FIRST INC.**

**PREPARED BY:** Latrese Brown

**VENDOR NAME:** Communities First Inc.

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

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.



## CITY OF FLINT STAFF REVIEW FORM

**PREVIOUS ALLOCATIONS (INCLUDE ALL ACCOUNTS USED FOR THIS PURPOSE)/ PROVIDE  
RESOLUTION OR CONTRACT INFORMATION THAT APPLIES**

Communities First Inc. has previously received funds from ARPA grant dollars for community housing projects.

**POSSIBLE BENEFIT TO THE CITY OF FLINT (RESIDENTS AND/OR CITY OPERATIONS) INCLUDE  
PARTNERSHIPS AND COLLABORATIONS:**

Envisioned as Flint's first dedicated food truck park, Foodie Commons will offer support for small businesses, flexible community gathering spaces for events like neighborhood meetings, and amenities for all seasons. Combined with CFI's committed renovations to the abandoned flower shop building and parking lot next door, the development of this vacant lot will offer Flint a permanent food truck park, covered seating, an outdoor entertainment space, a grass lawn that can be used by families for free play and exercise as well as host innovative programming like our annual Movies Under the Stars event. Paved pathways and intentional seating will also ensure that the space is accessible for everyone.

CFI anticipates the space will welcome 1,600+ community members in its first year of operation. Additional project outcomes will include: Engaging at least 10 food truck operators who are Flint residents and/or include historically underrepresented demographics in entrepreneurship like women, racial/ethnic minorities, etc. Technical assistance and resource support utilized by 10 small business owners. \$75,000+ in revenue generated in food truck sales. 10+ free programs and events offered annually to the Flint community such as artistic performances, cross-cultural explorations, resource fairs, and more. Collaboration with at least 5 community organizations who will host events of their own on the site. With the support of these funds, this investment will have a positive, rippling effect on the local economy and strengthen cultural life in Flint.



# CITY OF FLINT STAFF REVIEW FORM

**FINANCIAL IMPLICATIONS:**

In 2022 and 2023, the City of Flint received funds pursuant to the American Rescue Plan Act of 2021 (ARPA), which could be used by the City for specific and defined purposes. In 2023, the City of Flint obligated all of the ARPA funding received, of which approximately \$40 million was obligated as “revenue replacement;”

City Administration and Flint City Council recommend reallocating \$25,000 of ARPA funds, previously obligated for revenue replacement, to provide funding to Communities First Inc. for Food Truck Park.

After a thorough analysis from E&Y consulting team, the proposed program complies with relevant Treasury rules and aligns with the Flint ARPA Plan.

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

Dept.	Name of Account	Account Number	Grant Code	Amount
Mayor's Office	Communities First Inc.	101-729 002-801 000	Vacant Lots	\$25,000
		<b>FY24 GRAND TOTAL</b>		<b>\$25,000</b>

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

**ACCOUNTING APPROVAL:** Philip Moore (Apr 15, 2024 08:09 EDT) **Date:** 04/15/2024

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

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

**BUDGET YEAR 1 \$**





# CITY OF FLINT STAFF REVIEW FORM


BUDGET YEAR 2

BUDGET YEAR 3

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

STAFF RECOMMENDATION: (PLEASE SELECT):  APPROVED  NOT APPROVED

DEPARTMENT HEAD SIGNATURE:

  
Shelly Sparks-Green (Apr 15, 2024 09:23 EDT)

*Shelly Sparks-Green , Chief Resilience Officer*



240143

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

PRESENTED: 4-17-2024

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

**RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO AWARD FUNDS TO THE NEIGHBORHOOD ENGAGEMENT HUB TO SERVE AS THE FIDUCIARY FOR SARVIS PARK NEIGHBORHOOD ASSOCIATION IN RESPONDING TO IMPACTS OF THE PANDEMIC ON BLIGHT**

**BY THE CITY ADMINISTRATOR:**

In 2022 and 2023, the City of Flint received funds pursuant to the American Rescue Plan Act of 2021 (ARPA), which could be used by the City for specific and defined purposes. In 2023, the City of Flint obligated all of the ARPA funding received, of which approximately \$40 million was obligated as “revenue replacement” on December 20, 2023;

City Administration recommends reallocating \$25,000 of ARPA funds, previously obligated for revenue replacement, to provide funding for the category of Neighborhood Improvement (\$13,735,000 total) consisting 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 \$25,000 for the Neighborhood Engagement Hub to provide blight removal assistance to serve as the fiduciary for Sarvis Park Neighborhood Association.

Reallocated funds will be moved from Acct #101-287.000-963.000 follows:

Fund	Project Purpose	Account Name / Grant Code	Amount
NEH - Sarvis Park Neighborhood Association	Park Revitalization	<del>101-729 002-801 000</del>	\$25,000

**IT IS RESOLVED** that the appropriate City officials are authorized to do all things and execute any agreements necessary from the funding source account #101-287.000-963.000 to Neighborhood Engagement Hub (Sarvis Park Neighborhood Association) and appropriate funding in the current and future fiscal years in the amount of \$25,000, as described above, for as long as the funds are available. Prior to any disbursement of funds, the City of Flint’s ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury rules.

**For the City:**

CLYDE D EDWARDS / A0152

CLYDE D EDWARDS / A0152 (Apr 15, 2024 09:55 EDT)

**Clyde D. Edwards, City Administrator**

**For the City Council:**

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**Approved as to Form:**



William Kim (Apr 12, 2024 15:47 EDT)

**William Kim, City Attorney**

**Approved as to Finance:**

Philly Moo

Phillip Moore (Apr 15, 2024 08:13 EDT)

**Phillip Moore, Chief Financial Officer**

## **RESOLUTION STAFF REVIEW**

**Date:** February 19, 2024

### **Agenda Item Title:**

**RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO AWARD FUNDS TO THE NEIGHBORHOOD ENGAGEMENT HUB TO SERVE AS THE FIDUCIARY FOR SARVIS PARK NEIGHBORHOOD ASSOCIATION IN RESPONDING TO IMPACTS OF THE PANDEMIC ON BLIGHT**

**Prepared by:** Latrese Brown, Community Liaison

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

**Sarvis Park Neighborhood Association:** *Funding request and purpose:* **Requesting \$25,000 for project to revitalize Sarvis Park funded through Neighborhood Engagement Hub as the fiduciary;** Sarvis Park Neighborhood Association (SPNA) was established in August 2020 amid the present COVID19 Pandemic. Their group's mission is to restore pride and the value of the real estate in our area while bridging the generational gap through community engagement. One of their main focuses is utilizing the local natural resources we often take for granted. They aim to bring the community together and encourage positive fellowship. The neighborhood is the adopter of Sarvis Park and has developed a vision for the park, which they aim to implement in the next 3-5 years. The vision includes blight elimination and placemaking strategies.

### **Project Activities:**

- Install bollards to fill the perimeter between the fencing and existing bollards to prohibit vehicle access and illegal dumping. \$10,000
  
- Sidewalk maintenance along the perimeter of the park. Replace broken slabs, clear overgrowth, and clean up fair-condition slabs. \$10,000
  
- Restore the Nature Nook by removing dead trees and overgrowth. Install seating and plant landscaping. \$25,000

### **Project Outcomes:**

Residents and visitors (in general) can walk the park's perimeter for exercise. Additional eyes on the park will prevent possible crime and blight. Cars and other vehicles will no longer damage the park grounds. The wooded area of the park will be more inviting and open.

### **History:**


Sarvis Park Neighborhood Association (SPNA) became park adopters. They started small and secured bleachers, picnic tables, and fresh mulch for our local park. They established viable partnerships with the Michigan State Police, Flint Children's Museum, Neighborhood Engagement Hub, Crime Stoppers, Local Law Enforcement, Keep Genesee County Beautiful, American Red Cross, the City of Flint, WOW Outreach, and many more. They also established a few dozen business partnerships. They have been able to create neighborly activities in their park and surrounding neighborhoods such as monthly Community Conversations, "Community Day" event, the "Clio Road Clean up," a quarterly SPNA newsletter, the Sarvis Park Candy Hunt, Music in the Park series, installing fire detectors in our communities homes, mindfulness painting, and other collaborations. All events have been major successes.

Fund	Project Purpose	Account Name / Grant Code	Amount
NEH - Sarvis Park Neighborhood Association	Park Revitalization	<del>101-729 002-801 000</del>	\$25,000

**Financial Implications:**

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

**Budgeted Expenditure:**    Yes \_\_\_ No X    Please explain, if no:  
**Pre-encumbered:**        Yes \_\_\_ No X    Requisition #: N/A  
**Other Implications:**        No other implications are known at this time.  
**Staff Recommendation:**    Staff recommends approval of this resolution.

**APPROVAL**   
Shelly Sparks-Green (Apr 15, 2024 09:21 EDT)  
**Shelly Sparks-Green, Chief Resilience Officer**



## CITY OF FLINT STAFF REVIEW FORM

**TODAY'S DATE:** 4/12/2024

**BID/PROPOSAL#** A0152

**AGENDA ITEM TITLE: RESOLUTION APPROVING REALLOCATION OF ARPA FUNDS TO AWARD FUNDS TO THE NEIGHBORHOOD ENGAGEMENT HUB TO SERVE AS THE FIDUCIARY FOR SARVIS PARK NEIGHBORHOOD ASSOCIATION IN RESPONDING TO IMPACTS OF THE PANDEMIC ON BLIGHT**

**PREPARED BY:** Latrese Brown

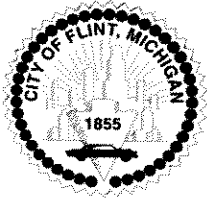
**VENDOR NAME:** Sarvis Park Neighborhood Association

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

Sarvis Park Neighborhood Association (SPNA) became park adopters. They started small and secured bleachers, picnic tables, and fresh mulch for their local park. They established viable partnerships with the Michigan State Police, Flint Children's Museum, Neighborhood Engagement Hub, Crime Stoppers, Local Law Enforcement, Keep Genesee County Beautiful, American Red Cross, the City of Flint, WOW Outreach, and many more. They also established a few dozen business partnerships. They have been able to create neighborly activities in their park and surrounding neighborhoods such as monthly Community Conversations, "Community Day" event, the "Clio Road Clean up," a quarterly SPNA newsletter, the Sarvis Park Candy Hunt, Music in the Park series, installing fire detectors in our communities homes, mindfulness painting, and other collaborations. All events have been major successes.

*Project Activities include:*

Installing bollards to fill the perimeter between the fencing and existing bollards to prohibit vehicle access and illegal dumping. Sidewalk maintenance along the perimeter of the park. Replace broken slabs, clear overgrowth, and clean up fair-condition slabs. Sarvis Park will also restore the Nature Nook by removing dead trees and overgrowth. Install seating and plant



## CITY OF FLINT STAFF REVIEW FORM

**PREVIOUS ALLOCATIONS (INCLUDE ALL ACCOUNTS USED FOR THIS PURPOSE)/ PROVIDE RESOLUTION OR CONTRACT INFORMATION THAT APPLIES**

N/A

**POSSIBLE BENEFIT TO THE CITY OF FLINT (RESIDENTS AND/OR CITY OPERATIONS) INCLUDE PARTNERSHIPS AND COLLABORATIONS:**

Residents and visitors (in general) can walk the park's perimeter for exercise. Additional eyes on the park will prevent possible crime and blight. Cars and other vehicles will no longer damage the park grounds. The wooded area of the park will be more inviting and open for Flint residents.

**FINANCIAL IMPLICATIONS:**

In 2022 and 2023, the City of Flint received funds pursuant to the American Rescue Plan Act of 2021 (ARPA), which could be used by the City for specific and defined purposes. In 2023, the City of Flint obligated all of the ARPA funding received, of which approximately \$40 million was obligated as "revenue replacement;"

City Administration and Flint City Council recommends reallocating \$25,000 of ARPA funds, previously obligated for revenue replacement, to provide funding to Sarvis Park Neighborhood Association for the project to revitalize Sarvis Park funded through the Neighborhood Engagement Hub as the fiduciary.

After a thorough analysis from E&Y consulting team, the proposed program complies with relevant Treasury rules and aligns with the Flint ARPA Plan.



# CITY OF FLINT STAFF REVIEW FORM

BUDGETED EXPENDITURE? YES  NO  IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
Mayor's Office	Sarvis Park Neighborhood Association	101-729 002-801 000	Vacant Lots	\$25,000
<b>FY24 GRAND TOTAL</b>				<b>\$25,000</b>

PRE-ENCUMBERED? YES  NO  REQUISITION NO:

ACCOUNTING APPROVAL: *Phillip Moore* Date: 04/15/2024  
Phillip Moore (Apr 15, 2024 08:13 EDT)

WILL YOUR DEPARTMENT NEED A CONTRACT? YES  NO

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

BUDGET YEAR 1 \$

BUDGET YEAR 2

BUDGET YEAR 3

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

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

DEPARTMENT HEAD SIGNATURE: *Shelly Sparks-Green* Chief Resilience Officer  
Shelly Sparks-Green (Apr 15, 2024 09:21 EDT)  
*(Name, Title)*