



City of Flint, Michigan

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

Meeting Agenda – FINAL Wednesday, October 23, 2024 5:00 PM

City Council Chambers

SPECIAL CITY COUNCIL

Ladel Lewis, President, Ward 2
Candice Mushatt, Vice President, Ward 7

Leon El-Alamin, Ward 1	VACANT, Ward 3
Judy Priestley, Ward 4	Jerri Winfrey-Carter, Ward 5
Tonya Burns, Ward 6	Dennis Pfeiffer, Ward 8
Jonathan Jarrett, Ward 9	

Davina Donahue, City Clerk

This Special City Council Meeting was called by Council President Ladel Lewis and Finance Chairperson Judy Priestley for the purpose of Interviews and Consideration of Applicants (Candidates) – 3rd Ward Councilmember; Special Order No. 240483-T (Oak Park Discussion by Ashley Capitol Representatives); the Presentation of Minutes (September 4, 2024, September 9, 2024, September 23, 2024, and October 14, 2024 Regular City Council Meetings); to Consider the Following Resolutions for Approval: [1] Reso No. 240480-T (Resolution Authorizing the Sale of Decommissioned City Owned Land to Flint Commerce Center 2, LLC), [2] Reso No. 240457-T (Resolution Approving Reallocation of \$50,000 in ARPA Funds to UNDUE Medical Debt), and [3] Reso No. 240449-T (Resolution to Utilize ARPA Funds for Mental Health Services to Support InvolvedDad for \$36,000.00); to Consider Any Unfinished Business from the Monday, October 14, 2024 Regular City Council Meeting (i.e. All Agenda Items as Moved, Postponed and/or

Referred); to Consider City Business Scheduled for the Wednesday, October 23, 2024 Council Committee Meetings (i.e. Specific Agenda Items as Moved, Postponed and/or Referred); to Consider the Following New Agenda Items for Approval: [4] Reso No. 240481-T (Resolution to AIS Construction Equipment for the Purchase of Two (2) John Deere Backhoe Loaders), [5] Reso No. 240482-T (Resolution to Fredrickson Supply for the Purchase of a CCTV Truck), [6] Reso No. 240484-T (Resolution for Accept \$472,000 from Michigan State Housing Development Authority in Support of Accessibility Modifications for Renters, and Budget Amendment Authorization to Recognize Revenue and Appropriate Funds), and [7] Reso No. 240485-T (Resolution to Approve Appointment of City Attorney [JoAnne Gurley]); and Other General City Business.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PRAYER OR BLESSING

READING OF DISORDERLY PERSONS CITY CODE SUBSECTION

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

REQUEST FOR AGENDA CHANGES/ADDITIONS

PUBLIC COMMENT

Members of the public who wish to address the City Council or its committees must register before the meeting begins. A box will be placed at the entrance to the Council Chambers for collection of registrations. No additional speakers or slips will be accepted after the meeting begins.

Members of the public shall have no more than three (3) minutes per speaker during public comment, with only one speaking opportunity per speaker.

COUNCIL RESPONSE

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

INTERVIEWS AND CONSIDERATION OF APPLICANTS (CANDIDATES) – 3RD WARD COUNCILMEMBER

Interviews and Consider of Applicants/Candidates Regarding the Vacancy in the Office of 3rd Ward Council Member, per Flint City Charter Section 2-410(B)(1).

SPECIAL ORDER

240483-T Special Order/Ashley Capitol/Oak Park Discussion

A Special Order as requested by Finance Chairperson Judy Priestley to allow for a 30-minute presentation by representatives from Ashley Capitol to discuss Oak Park.

CONSENT AGENDA

Per the amended Rules Governing Meetings of the Flint City Council (as adopted by the City Council on Monday, April 22, 2024), the Chair may request the adoption of a "Consent Agenda". After a motion to adopt a Consent Agenda is made and seconded, the 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.

PRESENTATION OF MINUTES

240469-T DRAFT/PROPOSED Summary Minutes/Flint City Council/Special City Council Meeting/September 4, 2024

DRAFT/PROPOSED Summary Minutes of the Flint City Special Meeting held Wednesday, September 4, 2024, at 7:02 p.m., in City Council Chambers, 3rd Floor, City Hall.

240470-T DRAFT/PROPOSED Summary Minutes/Flint City Council/Regular Meeting/September 9, 2024

DRAFT/PROPOSED Summary Minutes of the Flint City Council Regular Meeting held Monday, September 9, 2024, at 8:55 p.m., in City Council Chambers, 3rd Floor, City Hall.

240471-T DRAFT/PROPOSED Summary Minutes/Flint City Council/Regular Meeting/September 23, 2024

DRAFT/PROPOSED Summary Minutes of the Flint City Council Regular Meeting held Monday, September 23, 2024, at 8:20 p.m., in City Council Chambers, 3rd Floor, City Hall.

240472-T DRAFT/PROPOSED Summary Minutes/Flint City Council/Regular Meeting/October 14, 2024

DRAFT/PROPOSED Summary Minutes of the Flint City Council Regular Meeting held Monday, October 14, 2024, at 6:29 p.m., in City Council Chambers, 3rd Floor, City Hall.

RESOLUTIONS

240480-T Sale of Decommissioned City Owned Land/Flint Commerce Center 2, LLC

Resolution resolving that the appropriate City Officials are authorized to do all things necessary to complete the sale of property commonly known as 2525 Industrial Ave., Parcel ID # 41-06-179-044, legally described as PART OF BLOCK 15 OF OAK PARK SUBDIVISION AND VACATED RANKIN STREET OF DURANT-DORT CARRIAGE CO'S RE-PLAT ALL IN THE CITY OF FLINT, GENESEE COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 15 OF OAK PARK SUBDIVISION; THENCE N01.21'34"W ALONG THE WEST LINE OF SAID BLOCK 15, ALSO BEING THE EAST LINE OF NORTH STREET RIGHT OF WAY AS PLATTED, 157.66 TO THE POINT OF BEGINNING; THENCE N01.21'34"W CONTINUING ALONG SAID WEST LINE OF BLOCK 15 AND ITS NORTHERLY EXTENSION 286.91 FEET TO THE SOUTHWEST CORNER OF LOT 59 OF SAID DURANT-DORT CARRIAGE CO'S RE-PLAT, ALSO BEING ON THE NORTH LINE OF VACATED RANKIN STREET; THENCE N89.58'13"E ALONG SAID NORTH LINE OF VACATED RANKIN STREET AND ITS EASTERLY

EXTENSION, 831.56 FEET TO THE CENTERLINE OF VACATED INDUSTRIAL AVENUE AS PLATTED; THENCE S00.34'02"W ALONG SAID CENTERLINE 36.21 FEET; THENCE S01.22'45"W ALONG SAID CENTERLINE 407.00 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 15; THENCE S89.52'37"W ALONG THE SOUTHLINE OF SAID BLOCK 15, ALSO BEING THE NORTH LINE OF BAKER STREET RIGHT OF WAY AS PLATTED, 571.55 FEET; THENCE N01.22'47"W, 163.34 FEET; THENCE S88.37'13"W, 258.78 FEET TO THE POINT OF BEGINNING, CONTAINING 7.51 ACRES, MORE OR LESS AND SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD.

240457-T Reallocation of ARPA Funds/UNDUE Medical Debt

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 #101-612.013-801.000 to UNDUE Medical Debt in the amount of \$50,000. 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.

240449-T Reallocation of ARPA Funds/Mental Health Services Support/Involved Dad

Resolution resolving that the appropriate City officials are authorized to do all things necessary, including executing any necessary agreements, to allocate ARPA funding to InvolvedDad in the amount of \$36,000.00 to be used for Mental Health Services Support. 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.

240405.1-T Amended Resolution/Reallocation of ARPA Funds/Tree Removal Match Funds Program

An amended 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 Tree Removal Match Funds Program, in the amount NOT-TO-EXCEED \$324,000.00. Said program will match up to \$1,000.00 for residents paying \$1,000.00 towards hazardous trees, except in the instance that a resident qualifies for HOPE program criteria will receive up to \$1,000.00. 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. [NOTE: To receive funds, residents must use a licensed tree removal contractor per City of Flint regulations.] [NOTE: Resolution amended to increase the residents' cost and match fund amounts, as well as to add qualifiers and requirements to receive funds.]

240446-T Authorization/Sale of 3218 Wolcott St

Resolution resolving that the appropriate City Officials are authorized to do all things necessary to enter into and complete the sale of property commonly known as 3218 Wolcott St [Legal Description: ELDORADO VISTA LOT 41; ALSO WLY 12 FT OF LOT 42; ALSO PART OF LOT 40 DESC AS: BEG AT SELY COR OF SD LOT; TH WLY ALG NLY LINE OF WOLCOTT ST. TO A PT 13.0 FT WLY FROM SELY COR OF SD LOT; TH NLY TO A PT ON NLY LINE OF SD LOT, 12.93 FT WLY FROM NELY COR OF SD LOT; TH ELY ALG SD NLY LINE TO NELY COR OF SD LOT; TH SLY ALG ELY LINE OF SD LOT TO BEG.] for the cost of \$8,677.11 and convey the property by quitclaim deed to Markela Wilson. Revenue realized from the sale of this property shall be deposited into the general fund. AND, further resolving that the City Clerk shall, within (30) days of this action, record a certified copy of this resolution with the Register of Deeds for Genesee County and forward a certified copy of said resolution to the State Treasurer.

240447-T CO#1/Michigan Fence Company/Police Department Fence/Gate Installation

Resolution resolving that the appropriate City Officials are hereby authorized to enter into a change order with Michigan Fence Company for the installation of the gate on the Police Department Fence in an amount NOT-TO-EXCEED \$27,996.00 for FY25 (07/01/24-06/30/25) for an overall project total NOT-TO-EXCEED \$78,114.20. Before ARPA funds are distributed, The City of Flint ARPA administration, compliance and implementation firm shall review and ensure compliance with the latest US Department of Treasury final rules. The referenced allocated ARPA Funds for this project will be paid from the American Rescue Plan Act Fund (287).

240450-T Approve/Lease Extension/4813 Clio Road

Resolution resolving that the appropriate City officials are authorized to do all things necessary to execute a lease extension for 4813 Clio Road, with an amount including associated costs, utilities, insurance, and other operational/facilities expenses, NOT-TO-EXCEED \$116,000.00 per annum, and to allocate available Police Forfeiture funds to appropriate the funding for revenue and expenditure in future fiscal years' budgets, in the amount of \$116,000 per annum, account number 265-310.206-801.000, with the ability to roll over any funds remaining to subsequent fiscal years through Dec. 31, 2029.

240451-T Contract/Schena Roofing & Sheet Metal Company, Inc./City Hall Walkway Repair

Resolution resolving that the appropriate City Officials are hereby authorized to enter into a contract with Schena Roofing & Sheet Metal Co., Inc. for the City Hall Walkway repair project in a base bid amount of \$244,636.00 plus a \$50,000.00 contingency for any potential unforeseen issues for an overall total amount NOT-TO-EXCEED \$309,586.00 for FY2025 (07/01/24-06/30/25). Before ARPA funds are distributed, The City of Flint ARPA administration, compliance and implementation firm shall review and ensure compliance with the latest US Department of Treasury final rules. Funds will be paid from the American Rescue Plan Fund (287).

240452-T Reallocation of ARPA Funds/Fire and Life Safety and Rescue Equipment/Flint Fire Department

Resolution resolving that the appropriate City Officials are hereby authorized to do all things necessary, including executing any necessary agreements, to appropriate from the funding source account# 101-287.000-963.000 in the amount of \$711,570.30 to the Flint Fire Department to purchase various Fire and Life Safety and Rescue Equipment. 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. AND, further resolving that the Division of Purchases and Supplies is hereby authorized to issue Purchase Orders to Fire Department approved vendors for the purchase of various Fire and Life Safety and Rescue Equipment in an amount NOT-TO-EXCEED \$711,570.30.

240455-T Adopt/Comprehensive Plan Update MOU/City of Flint Planning Commission

Resolution resolving that the appropriate City officials are authorized to do all things necessary to enact the Memorandum of Understanding that is being recommended by the Planning Commission from their August 13th, 2024 meeting.

240458-T Support/FY2026-2029 Transportation Improvement Program (TIP)/Funding for Improvements to Federal Aid Eligible Roads/City of Flint's Jurisdiction

Resolution resolving that this is adopted to attest the City's support for the Draft List of Prioritized Projects for the FY2026-FY2029 Transportation Improvement Program (TIP) call for projects to secure funding for improvements to Federal-aid eligible roads within the City of Flint's jurisdiction. The City of Flint's estimated local match is in the amount of \$2,603,201.80, AND, further resolving that this resolution attests the City's commitment to providing local funding for its share of projects selected for inclusion in the FY2026-FY2029 Transportation Improvement Program.

240481-T AIS Construction Equipment/Purchase two (2) John Deere Backhoe Loaders

Resolution resolving that the Division of Purchases and Supplies, upon City Council's approval, is hereby authorized to issue a Purchase Order to AIS Construction Equipment for the purchase of two (2) John Deere backhoe loaders in an amount NOT-TO-EXCEED \$340,708.00 for FY25 (07/01/24-06/30/2025).

240482-T Fredrickson Supply/Purchase CCTV Truck

Resolution resolving that the Division of Purchases and Supplies, upon City Council's approval, is hereby authorized to issue a Purchase Order to Fredrickson Supply for the purchase of a CCTV Truck in an amount NOT-TO-EXCEED \$390,055.67 for FY25 (07/01/24-06/30/2025).

240484-T Michigan State Housing Development Authority [MSHDA]/Support of Accessibility Modifications/Budget Amendment Authorization

Resolution resolving that the appropriate City Officials are authorized to do all things necessary to process a budget amendment recognizing grant revenue and corresponding appropriations of funds in the amount of \$472,000.00. [NOTE: The City was awarded \$472,000 from MSHDA MI Neighborhood Program to make accessibility moderations for renters.]

APPOINTMENT

240485-T Mayoral Appointment/City Attorney/JoAnne Gurley

Resolution resolving that the Flint City Council approves the appointment of JoAnne Gurley as the Flint City Attorney, and the Terms of Appointment, as recommended by Mayor Sheldon Neeley.

INTRODUCTION AND FIRST READING OF ORDINANCES

240426-T Code Amendment/Ordinance/Chapter 24 (Housing)/Article IV (Fair Chance Access to Rental Housing)/Sections 24-114 to 24-127

An ordinance to amend the Flint City Code of Ordinances by amending Chapter 24, Housing, by the addition of Article IV, Fair Chance Access to Rental Housing, Sections 24-114 to 24-127. [NOTE: This ordinance to become effective 30 days after adoption.]

240430-T Code Amendment/Ordinance/Chapter 25 (Community Development)/Article I (Community Benefits Agreements)/Sections 25-1 to 25-7

An ordinance to amend the Flint City Code of Ordinances by amending Chapter 25, Community Development, by the addition of Article I, Community Benefits Agreements. [NOTE: This ordinance to become effective 30 days after adoption.]

240459-T Code Amendment/Ordinance/Chapter 50/Zoning Ordinance

An ordinance to amend the Flint City Code of Ordinances by amending Chapter 50, Zoning Ordinance, Section 50-23 Permitted Uses, 50-25 General Residential Zoning District Requirements, 50-30 Permitted Uses, 50-37 Permitted Uses, 50-39 Additional Criteria and Requirements for Review of Uses in Green Innovation Districts, 50-43 Permitted Uses, 50-81 Adult Foster Care and Adult Day Care, 50-90 Child Care Center, 50-111 Residential Rehabilitation Facilities, and 50-184 Definitions. [NOTE: This ordinance to become effective seven (7) days after publication in a newspaper of general circulation in the City of Flint Zoning Division, to be noticed no later than fifteen (15) days after adoption by City Council.]

FINAL COUNCIL COMMENTS

Final Council Comments shall be limited to two (2) minutes.

ADJOURNMENT



240469-T

City of Flint, Michigan

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

Meeting Minutes – FINAL

Wednesday, September 4, 2024

7:01 PM

City Council Chambers

SPECIAL CITY COUNCIL

Ladel Lewis, President, Ward 2
Candice Mushatt, Vice President, Ward 7

Leon El-Alamin, Ward 1
Judy Priestley, Ward 4
Tonya Burns, Ward 6

Quincy Murphy, Ward 3
Jerri Winfrey-Carter, Ward 5
Dennis Pfeiffer, Ward 8

Jonathan Jarrett, Ward 9

Davina Donahue, City Clerk

This Special City Council Meeting was called by President Ladel Lewis and Vice President Candice Mushatt to Consider the Relocation of a Polling Place (Precincts 8 and 9) from Aldridge Place Apartments to the Avery Aldridge Activity Center.

CALL TO ORDER

President Lewis Called this Special City Council Meeting to Order at 7:01 p.m.

ROLL CALL

Present: Councilmembers El-Alamin, Lewis, Murphy, Priestley, Winfrey-Carter, Burns, Mushatt, Pfeiffer, and Jarrett

PLEDGE OF ALLEGIANCE

Led by Councilmember Priestley

PRAYER OR BLESSING

Prayer or Blessing led by Councilmember El-Alamin

READING OF DISORDERLY PERSON CITY CODE SUBSECTION

Read Into Record

PUBLIC COMMENT

2 Public Speakers

COUNCIL RESPONSE

Councilmembers to respond (Murphy, Burns, Pfeiffer, Winfrey-Carter, Mushatt, and Lewis).

RESOLUTIONS

240414-T *Relocation of Polling Place/City of Flint Voting Precincts 8 and 9*

Resolution resolving that the Flint City Council, in compliance with Michigan Election Law, approves the relocation of the polling place for Voting Precincts 8 and 9 from Aldridge Place Apartments (5838 Edgar Holt Drive, Flint) to the Avery Aldridge Activity Center (1185 East Foss Avenue, Flint), AND, resolving that the City Clerk shall provide a notice of the polling place location change in accordance with MCL 168.662 and take any other steps as required by Michigan Election Law to effectuate the change.

**A motion was made by Councilmember Priestley, seconded by Councilmember El-Alamin, that this matter be APPROVED.*

The motion PASSED by the following vote:

Aye: 9 - Councilmember El-Alamin, Lewis, Murphy, Priestley, Winfrey-Carter, Burns, Mushatt, Pfeiffer, and Jarrett

No: 0

FINAL COUNCIL COMMENTS

There were No Council Comments.

ADJOURNMENT

Councilmember Pfeiffer, seconded by Councilmember Priestley, made a motion to Adjourn. This Meeting Adjourned at 8:02 p.m.

This Motion PASSED by a VOTE of 9:0.

Respectfully transcribed and submitted,

*Jasmine Green
City Council Secretary*



240476-T

City of Flint, Michigan

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

MEETING MINUTES – FINAL

Monday, September 9, 2024
8:55 PM

City Council Chambers

CITY COUNCIL

Ladel Lewis, President, Ward 2
Candice Mushatt, Vice President, Ward 7

Leon El-Alamin, Ward 1	Quincy Murphy, Ward 3
Judy Priestley, Ward 4	Jerri Winfrey-Carter, Ward 5
Tonya Burns, Ward 6	Dennis Pfeiffer, Ward 8
Jonathan Jarrett, Ward 9	
Davina Donahue, City Clerk	

CALL TO ORDER

President Lewis Called this Regular City Council Meeting to Order at 8:55 p.m.

ROLL CALL

Councilmember Burns was away from her seat during Roll Call.

Present: Councilmembers Lewis, Murphy, Priestley, Burns, Winfrey-Carter, Mushatt, Pfeiffer, and Jarrett

Absent: Councilmember El-Alamin

PLEDGE OF ALLEGIANCE

Led by Councilmember Jarret

PRAYER OR BLESSING

Prayer or Blessing Led by Councilmember Mushatt

READING OF DISORDERLY PERSONS CITY CODE SUBSECTION

Read Into Record

REQUEST FOR AGENDA CHANGES/ADDITIONS

Councilmember Mushatt requested to Move up on the Agenda, Reso. No. 240403.1, to give the member an opportunity to talk on the behalf of their organization.

PUBLIC COMMENT

7 Public Speakers

COUNCIL RESPONSE

Councilmembers to respond (Burns, Priestley, Murphy, Mushatt, and Lewis)

RECONSIDERATION(S)

240144 Administrative Consent Order/City of Flint/State of Michigan/Department of Environment, Great Lakes and Energy [EGLE/Drinking Water and Environmental Health Division

Resolution resolving that the City Council approves authorizing the City of Flint to take all actions necessary to enter into DWEHD Order No. ACO399-03-2024 ("Administrative Consent Order between the City of Flint and EGLE"). [NOTE: The State of Michigan, Department of Environment, Great Lakes, and Energy ("EGLE"), Drinking Water and Environmental Health Division ("DWEHD") has made allegations that the City of Flint is in violation of the Michigan Safe Drinking Water Act, 1976 PA 399, as amended (Act 399), and the administrative rules promulgated thereunder, being 2009

ACS R 325.10101, et seq., Title XIV of the Public Health Service Act: Safety of Public Water Systems (Safe Drinking Water Act), Title 42 of the United States Code (USC), Section 300f, et seq. (collectively, the "SDWA"). The City of Flint and EGLE have tentatively agreed to resolve the violations alleged by EGLE through entry of an Administrative Consent Order.]

**A Motion was made by Councilmember Murphy, seconded by Councilmember Mushatt to Reconsider Reso. No. 240144, Reso. No. 240227 and Ord. No. 240191.*

Councilmember Murphy Rescinded his motion.

**A Motion was made by Councilmember Murphy, seconded by Councilmember Mushatt, to Reconsider Reso. No. 240144. No Votes taken.*

RESOLUTIONS

240403.1-T Amended Resolution/Reallocation of ARPA Funds/R.L. Jones Community Outreach/Food Access Award

Amended 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 R.L. Jones Community Outreach Center, in the amount [of] \$163,400. 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. [NOTE: This resolution was amended to reduce the amount of \$250,000 to \$163,400.]

**A motion was made by Councilmember Pfeiffer, seconded by Councilmember Mushatt, that this matter be APPROVED.*

The motion PASSED by the following vote:

Aye: 8 - Councilmember Lewis, Murphy, Priestley, Winfrey-Carter, Burns, Mushatt, Pfeiffer, and Jarrett

No: 0

Absent: 1 - Councilmember El-Alamin

RECONSIDERATION(S) (Continued)

240144 Administrative Consent Order/City of Flint/State of Michigan/Department of Environment, Great Lakes and Energy [EGLE/Drinking Water and Environmental Health Division

Resolution resolving that the City Council approves authorizing the City of Flint to take all actions necessary to enter into DWEHD Order No. ACO399-03-2024 ("Administrative Consent Order between the City of Flint and EGLE"). [NOTE: The State of Michigan, Department of Environment, Great Lakes, and Energy ("EGLE"), Drinking Water and Environmental Health Division ("DWEHD") has made allegations that the City of Flint is in violation of the Michigan Safe Drinking Water Act, 1976 PA 399, as amended (Act 399), and the administrative rules promulgated thereunder, being 2009 ACS R 325.10101, et seq., Title XIV of the Public Health Service Act: Safety of Public Water Systems (Safe Drinking Water Act), Title 42 of the United States Code (USC), Section 300f, et seq. (collectively, the "SDWA"). The City of Flint and EGLE have tentatively agreed to resolve the violations alleged by EGLE through entry of an Administrative Consent Order.]

**A Motion was made by Councilmember Murphy, seconded by Councilmember Mushatt, that Reso. No. 240144 be RECONSIDERED. The motion FAILED by the following vote:*

Aye: 4 – Councilmember Murphy, Councilmember Priestley, Councilmember Mushatt, and Councilmember Lewis

No: 4 – Councilmember Winfrey-Carter, Councilmember Burns, Councilmember Pfeiffer and Councilmember Jarrett

Absent: 1 – Councilmember El-Alamin

240227 Reallocation of ARPA Funds/Grants for Youth Job Training/Faith Foundation Resources

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 Faith Foundation Resources 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.

**A Motion was made by Councilmember Mushatt, seconded by Councilmember Priestley, to RECONSIDER Reso. No. 240227. The motion FAILED by the following vote:*

Aye: 4 – Councilmember Priestley, Councilmember Mushatt, Councilmember Lewis, and Councilmember Murphy

No: 4 – Councilmember Winfrey-Carter, Councilmember Burns, Councilmember Pfeiffer and Councilmember Jarrett

Absent: 1 – Councilmember El-Alamin

240191

Amendment/Ordinance/Chapter 31 (General Offenses), Article I (In General), of the Code of the City of Flint by amending Section 31-10 (Disorderly Conduct, Assault and Battery, And Disorderly Persons)

An ordinance to amend Chapter 31 (General Offenses), Article I (In General), of the Code of the City of Flint by amending Section 31-10 (Disorderly Conduct, Assault and Battery, And Disorderly Persons).

[NOTE: This ordinance shall become effective 30 days after enactment.]

**A Motion was made by Councilmember Mushatt, seconded by Councilmember Priestley, to RECONSIDER Ord. No. 240191. The motion FAILED by the following vote:*

Aye: 4 – Councilmember Mushatt, Councilmember Lewis, Councilmember Murphy, and Councilmember Priestley

No: 4 – Councilmember Winfrey-Carter, Councilmember Burns, Councilmember Pfeiffer and Councilmember Jarrett

Absent: 1 – Councilmember El-Alamin

CONSENT AGENDA

RESOLUTIONS (Continued)

240324 Reallocation of ARPA Funds/Sarvis Park Neighborhood Association (SPNA)/Alternative Uses of Vacant Lots/Neighborhood Engagement Hub (NEH) as Fiduciary

Resolution resolving that the appropriate City officials are authorized to do all things necessary to provide funding to Neighborhood Engagement Hub [NEH} (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. [NOTE: This resolution will replace the previously passed Resolution No. 240143.1].

SEPARATED FROM MASTER RESOLUTION

240235 Scheduling of a Public Hearing/Removal for Cause/Ethics and Accountability Board/Member Billie Danzler

Resolution resolving that that the Law Department is requested to retain outside counsel to act as the Manager for this public hearing, who will present the case for removal to the City Council, AND, resolving that Ms. Danzler may, at her own expense, be represented by legal counsel at this public hearing, AND, resolving that the City Clerk shall, in conjunction with the Manager and Ms. Danzler or her legal counsel, schedule a public hearing regarding the removal of Billie Danzler of the Ethics and Accountability Board, to be held at a special meeting of the City Council, and shall provide notice of the same to Ms. Danzler and the public as required by the Flint City Charter. [NOTE: Section 1-603(A) of the Flint City Charter states that "the City Council shall declare the forfeiture of the office of any elective officer or appointee

and may remove for cause any person appointed to an office for a fixed term. In every case there shall be a public hearing before the City Council with public notice published in the manner set forth in this Charter. "Section 1-603(B) of the Flint City Charter states that "[t]he position of an elective City of Flint officer or an appointee shall be forfeited if he or she: 1. Lacks at any time any qualifications required by law or this Charter; or 2. Violates any provisions of this Charter; or 3. Is convicted of a felony while holding the office or appointment. "Section 1-602(C)(1) of the Flint City Charter prohibits public servants from "willfully or grossly neglect the discharge of his or her duties." Ms. Danzler's multiple violation of the City's disorderly conduct ordinance constitutes a willful or grossly negligent discharge of her duties as member of the Ethics and Accountability Board and a public servant and is grounds for removal for cause.]

SEPARATED FROM MASTER RESOLUTION

240325 ARPA Funds/Flint Odyssey House, Inc./Mental Health Referrals and Services Support/Respond to the Impacts of the Pandemic

Resolution resolving that the appropriate City officials are authorized to do all things necessary to provide funding to Flint Odyssey House, Inc. in the amount \$36,000. Funds will be paid from the American Rescue Plan Act fund (287). Before funds are spent, the City of Flint's ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury final rules. [NOTE: This resolution will replace the previously passed resolution No. 2304141]

SEPARATED FROM MASTER RESOLUTION

240340.1 Amended Resolution/Guidelines/Granting Hardship Exemptions/Property Taxes

An amended resolution resolving that to be eligible for consideration of hardship exemption pursuant to MCL 211.7u in the City of Flint, a person must be the owner and must occupy the property as a principal residence, as defined, for which the exemption is requested; file a complete application, prescribed by the state tax commission; submit

copies of federal and state income tax returns for ALL persons that resided in the homestead including property tax credit forms and/or Statement of Benefits paid from Michigan Department of Social Services or Social Security Administration; and meet City of Flint poverty income standards, AND, resolving that the applicant and ALL qualifying persons that resided in the home must have an annual adjusted income no more than 200% of the Federal Poverty Guidelines published in the prior calendar year AND, resolving that the applicant's asset level, excluding the homestead, may not exceed \$15,000; regardless of income level, AND, resolving that the applicant may not have ownership interest in any real estate other than the homestead, nor shall anyone else living outside Of the household have interest in the homestead, AND, resolving that a hardship exemption may be granted for only one year at a time, AND, resolving that the board of review shall request identification of the applicant and/or proof of ownership of the homestead under consideration for hardship exemption, AND, resolving that the board of review may request from the applicant any supporting documents which may be utilized in determining a hardship exemption request, AND, resolving that the completed hardship exemption application must be filed after January 1, but before the day prior to last day of board of review in the year for which exemption is sought, AND, resolving that the board of review shall administer an oath wherein the applicant testifies as to the accuracy of the information provided, AND, resolving that to conform with the provisions of P.A. 253 of 2020, this resolution is and will be in effect for 2025. [NOTE: Resolution amended to address the provisions of P.A. 253 of 2020.]

This Matter was PASSED on the Consent Agenda

240348 ARPA Funds/Franklin Avenue Mission/Respond to Impacts of the Pandemic for Increased Food Access

Resolution resolving that the appropriate City officials are authorized to do all things necessary to provide funding to the Franklin Avenue Mission. Funds will be paid from the American Rescue Plan Act fund (287) in the amount of \$22,000. Before funds are spent, the City of Flint's ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury final rules.

This Matter was PASSED on the Consent Agenda

240400-T Grant Acceptance/Safety Equipment Grant Award/The Hundred Club of Genesee, Shiawassee and Lapeer Counties

Resolution resolving that the appropriate City Officials are hereby authorized to do all things necessary to accept the Safety Equipment grant award from The Hundred Club of Genesee, Shiawassee and Lapeer Counties to purchase Streamlight Rechargeable Flashlights and Chargers for the Flint Fire Department and to appropriate award funding for revenue and expenditures for the FY25 budget year in the amount of \$3, 100.00 and to record the grant award revenue with grant code LTHC-SAFE24, AND, further resolving that the Division of Purchases and Supplies is authorized to issue Purchase Orders to Fire Department approved vendors for the purchase of Streamlight Rechargeable Flashlights and Chargers, in an amount NOT-TOEXCEED \$3, 100.00 for FY25 (07/01/24-06/30/25).

This Matter was PASSED on the Consent Agenda

240401-T National Vision Administrators [NVAI/Optical Insurance Benefits/Retirees and Active Employees

Resolution resolving that that the appropriate officials are hereby authorized to do all things necessary to extend the agreement with National Vision Administrators [NVA] to continue providing the City with optical insurance benefits for its active and retired employees through 30, 2025, for an amount NOT-TO-EXCEED \$93,000.00. Funding will come from the Fringe Benefits Fund 627.

This Matter was PASSED on the Consent Agenda

240406-T ARPA Funds/Homelessness Prevention Activities/FY2024, FY2025 and FY2026 Emergency Solutions Grants Match

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 accounts # 101-612.006-801.000 to the City's Community Services Division.

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 \$500,000 of ARPA funds budgeted in the Public Health and Youth Development category of the Council approved budget adopted on October 24, 2022. These funds will be managed by the City of Flint's Community Services Division as match funds for existing homelessness prevention programs funded by annual Emergency Solutions Grants (ESG) in FY 23-24, FY 24-25, and FY 25-26. This will help ensure that no ESG funds are returned to the US Department of Housing and Urban Development due to lack of agency ability to raise the match funds for programming required by HUD to spend the ESG dollars.]

This Matter was PASSED on the Consent Agenda

240407-T ARPA Funds/Impacts of the Pandemic on Housing for Flint Homeowners/City-Wide Roof Repair Programs/Funds Previously Allocated to GCCARD

Resolution resolving that the appropriate City officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding to the City's Community Services Division. 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 \$850,000 that was previously allocated to GCCARD (but they were unable to execute a contract due to lack of staff capacity) to the Community Services Division to be used for a citywide roof repair program. Existing staff will oversee this program that will utilize a lottery system for picking the chosen applicants and there will 8 applicants chosen from all 9 wards (so long as there are eligible applicants from which to choose).

This Matter was PASSED on the Consent Agenda

240408-T Jack Doheny Supply/Water Service Center Vactor Combination Vehicles/Parts and Repair

Resolution resolving that the Division of Purchases and Supplies is authorized to issue a Purchase Order to Jack Doheny Supply for Water Service Center Vactor parts and repairs, in an amount NOT-TOEXCEED \$120,000.00, for FY25 (07/01/27-06/30/2025).

This Matter was PASSED on the Consent Agenda

240409-T Contract/Weinstein Electric Company/Decorative Street Lights Repairs
Resolution resolving that the appropriate City officials are authorized to do all things necessary, including executing any necessary agreements, to enter into a contract with Weinstein Electric Company, in an amount NOT-TO-EXCEED \$221,155.00, for the purposes of decorative street light repairs in the City of Flint.

This Matter was PASSED on the Consent Agenda

240411-T Metron-Farnier, LLC/Water Meters

Resolution resolving that the Division of Purchases and Supplies is authorized to issue a Purchase Order to Metron-Farnier, LLC, in an amount NOT-TO-EXCEED \$625,000.00 for FY2025 (07/01/202406/30/2025), for the purchase of additional water meters for the Water Service Center [WSC].

This Matter was PASSED on the Consent Agenda

240412-T D.H. T Transportation/WPC Sludge Hauling

Resolution resolving that the proper City Officials are authorized to do all things necessary to issue a Purchase Order to D.H.T. Transportation, 2695 West Vassar Road, Reese, MI 48757 for Water Pollution Control Sludge Hauling/Transportation Services, in the amount NOT-TO-EXCEED FY 2025 amount of \$280,000.00.

This Matter was PASSED on the Consent Agenda

240413-T Republic Services (Citizens Landfill)/WPC Sludge Disposal

Resolution resolving that the proper City Officials are authorized to do all things necessary to issue a Purchase Order to Republic Services Citizens Landfill, 2361 W. Grand Blanc Road, Grand Blanc, Michigan 48439 for 3-year Water Pollution Control Sludge Disposal Services, in the NOT-TO-EXCEED FY 2025 amount of \$776,000.00, a 2025 fiscal year aggregate total of \$800,000.00, and pending adoption of the FY 2026 and FY 2027 budgets in the amounts of \$880,000.00 and \$968,000.00, respectively.

This Matter was PASSED on the Consent Agenda

240415-T Agreement/Rehmann Robson, LLC/Auditing Services

Resolution resolving that the appropriate City Officials are authorized to do all things necessary to engage the services of Rehmann Robson, LLC. for FY2024 auditing services for \$259,000.00, plus out-of-pocket expenses not to exceed \$10,000.00.

This Matter was PASSED on the Consent Agenda

SECOND READING AND ENACTMENT OF ORDINANCES

240264 Amendment/Ordinance/Chapter 50 (Zoning)/Article 18 (Administration and Enforcement)/Section 50-200 (Authority of the Zoning Coordinator)/Section 50-202 (Enforcement Powers)

An ordinance to amend the Code of the City of Flint by amending Chapter 50 (Zoning), Article 18 (Administration and Enforcement), Section 50-200 (Authority of the Zoning Coordinator) and Section 50202 (Enforcement Powers). [NOTE: A Public Hearing for Ordinance No.240264 was held on Monday, July 22, 2024.]

This Matter was PASSED on the Consent Agenda

CONSENT AGENDA VOTE

**Councilmember Mushatt, seconded by Councilmember Priestley, made a motion to Approve the Consent Agenda with any separations (Resos. No. 240324, 240235, and 240325 to be separated). This motion PASSED by the following vote:*

Aye: 8 – Councilmember Burns, Councilmember Mushatt, Councilmember Pfeiffer, Councilmember Jarrett, Councilmember Lewis, Councilmember Murphy, Councilmember Priestley, and Councilmember Winfrey-Carter

No: 0 –

Absent: 1 – Councilmember El-Alamin

SEPARATED FROM MASTER RESOLUTION (CONSENT AGENDA)

240324 *Reallocation of ARPA Funds/Sarvis Park Neighborhood Association (SPNA)/Alternative Uses of Vacant Lots/Neighborhood Engagement Hub (NEH) as Fiduciary*

Resolution resolving that the appropriate City officials are authorized to do all things necessary to provide funding to Neighborhood Engagement Hub [NEH} (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. [NOTE: This resolution will replace the previously passed Resolution No. 240143.1]

**A motion was made by Councilmember Mushatt, seconded by Councilmember Murphy, that this matter be APPROVED. No Votes Taken.*

**A motion was made by Councilmember Mushatt, seconded by Councilmember Murphy, to POSTPONE TO COUNCIL [9/23/2024].*

This motion FAILED by the following vote:

Aye: 4 – Councilmember Mushatt, Councilmember Lewis, Councilmember Murphy, and Councilmember Priestley

No: 4 – Councilmember Winfrey-Carter, Councilmember Burns,

Councilmember Pfeiffer, and Councilmember Jarrett

Absent: 1 – Councilmember El-Alamin

**A motion was made by Councilmember Priestley, seconded by Councilmember Murphy, that this matter be sent to FINANCE [9/18/2024]. This motion PASSED by the following vote:*

Aye: 5 – Councilmember Pfeiffer, Councilmember Lewis, Councilmember Murphy, Councilmember Priestley, and Councilmember Mushatt

No: 3 – Councilmember Winfrey-Carter, Councilmember Burns, and Councilmember Jarrett

Absent: 1 – Councilmember El-Alamin

240235 Scheduling of a Public Hearing/Removal for Cause/Ethics and Accountability Board/Member Billie Danzler

Resolution resolving that that the Law Department is requested to retain outside counsel to act as the Manager for this public hearing, who will present the case for removal to the City Council, AND, resolving that Ms. Danzler may, at her own expense, be represented by legal counsel at this public hearing, AND, resolving that the City Clerk shall, in conjunction with the Manager and Ms. Danzler or her legal counsel, schedule a public hearing regarding the removal of Billie Danzler of the Ethics and Accountability Board, to be held at a special meeting of the City Council, and shall provide notice of the same to Ms. Danzler and the public as required by the Flint City Charter. [NOTE: Section 1-603(A) of the Flint City Charter states that "the City Council shall declare the forfeiture of the office of any elective officer or appointee and may remove for cause any person appointed to an office for a fixed term. In every case there shall be a public hearing before the City Council with public notice published in the manner set forth in this Charter. "Section 1-603(B) of the Flint City Charter states that "[t]he position of an elective City of Flint officer or an appointee shall be forfeited if he or she: 1. Lacks at any time any qualifications required by law or this Charter; or 2. Violates any provisions of this Charter; or

3. Is convicted of a felony while holding the office or appointment. "Section 1-602(C)(1) of the Flint City Charter prohibits public servants from "willfully or grossly neglect the discharge of his or her duties." Ms. Danzler's multiple violation of the City's disorderly conduct ordinance constitutes a willful or grossly negligent discharge of her duties as member of the Ethics and Accountability Board and a public servant and is grounds for removal for cause.]

**A motion was made by Councilmember Priestley, seconded by Councilmember Murphy, that this matter be APPROVED. No Votes Taken.*

**A motion was made by Councilmember Murphy, seconded by Councilmember Pfeiffer, that this matter be kept in CITY COUNCIL [9/23/2024].*

This motion PASSED by the following vote:

Aye: 5 – Councilmember Pfeiffer, Councilmember Lewis, Councilmember Murphy, Councilmember Priestley, and Councilmember Mushatt

No: 3 – Councilmember Winfrey-Carter, Councilmember Burns, and Councilmember Jarrett

Absent: 1 – Councilmember El-Alamin

240325 ARPA Funds/Flint Odyssey House, Inc./Mental Health Referrals and Services Support/Respond to the Impacts of the Pandemic

Resolution resolving that the appropriate City officials are authorized to do all things necessary to provide funding to Flint Odyssey House, Inc. in the amount \$36,000. Funds will be paid from the American Rescue Plan Act fund (287). Before funds are spent, the City of Flint's ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury final rules. [NOTE: This resolution will replace the previously passed resolution No. 2304141]

**A motion was made by Councilmember Priestley, seconded by*

Councilmember Mushatt, that this matter be APPROVED. No Votes Taken.

**A motion was made by Councilmember Mushatt, seconded by Councilmember Pfeiffer, that this matter be SENT to FINANCE [9/18/2024].*

This motion PASSED by the following vote:

Aye: 7 – Councilmember Lewis, Councilmember Murphy, Councilmember Priestley, Councilmember Burns, Councilmember Mushatt, Councilmember Pfeiffer, and Councilmember Jarrett

No: 1 – Councilmember Winfrey-Carter

Absent: 1 – Councilmember El-Alamin

FINAL COUNCIL COMMENTS

There were No Council Comments.

ADJOURNMENT

Councilmember Mushatt, seconded by Councilmember Priestley, made a motion to Adjourn. This Meeting Adjourned at 10:27 p.m.

This Motion PASSED by a VOTE of 8:0.

Absent: Councilmember El-Alamin

Respectfully transcribed and submitted,

*Jasmine Green
City Council Secretary*

240471-T



City of Flint, Michigan

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

Meeting Minutes -FINAL

Monday, September 23, 2024

8:20 P.M.

City Council Chambers

CITY COUNCIL

Ladel Lewis, President, Ward 2
Candice Mushatt, Vice President, Ward 7

Leon El-Alamin, Ward 1
Judy Priestley, Ward 4
Tonya Burns, Ward 6

Quincy Murphy, Ward 3
Jerri Winfrey-Carter, Ward 5
Dennis Pfeiffer, Ward 8

Jonathan Jarrett, Ward 9

Davina Donahue, City Clerk

CALL TO ORDER

President Lewis called this Regular City Council Meeting to or at 8:20 p.m.

ROLL CALL

Present: Councilmembers El-Alamin, Lewis, Murphy, Priestley, Winfrey-Carter, Burns, Mushatt, and Jarrett

Absent: Councilmember Pfeiffer

PLEDGE OF ALLEGIANCE

Pledge of Allegiance was led by Councilmember Winfrey-Carter

PRAYER OR BLESSING

Councilmember Jarrett led the Prayer or Blessing

READING OF DISORDERLY PERSON CITY CODE SUBSECTION

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

Read into Record

REQUEST FOR AGENDA CHANGES/ADDITIONS

NONE

PUBLIC HEARINGS

240192.6 Public Hearing/Ordinance 240192.1

A Public Hearing for Ordinance No. 240192.1, an amended ordinance to amend Chapter 46 (Utilities), Article II (Water Supply and Sewage

Disposal System), by the addition of Division 5 (Replacement of Lead Service Lines). [NOTE: This ordinance shall become effective 30 days after enactment] [NOTE: Ordinance amended to address concerns raised by EGLE regarding potential conflicts with Mich. AdminCode.]

Hearing Held and ended at 8:39 p.m.

240342.6 Public Hearing/Ordinance 240342

A Public Hearing for Ordinance No. 240342, ordinance to amend the Flint City Code of Ordinances by amending Chapter 31, General Offenses, Article I, In General, by amending Section 31.16.2, Fireworks. [NOTE: This ordinance shall become effective 30 days after enactment]

Hearing Held and ended at 8:44 p.m.

PUBLIC COMMENT

Members of the public who wish to address the City Council or its committees must register before the meeting begins. A box will be placed at the entrance to the Council Chambers for collection of registrations. No additional speakers or slips will be accepted after the meeting begins.

Members of the public shall have no more than three (3) minutes per speaker during public comment, with only one speaking opportunity per speaker.

7 Public Speakers

COUNCIL RESPONSE

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

Councilmembers to respond (Lewis, Murphy, Winfrey-Carter, Burns and Mushatt)

RECONSIDERATIONS

240144

Administrative Consent Order/City of Flint/State of Michigan/Department of Environment, Great Lakes and Energy [EGLE]/Drinking Water and Environmental Health Division

Resolution resolving that the City Council approves authorizing the City of Flint to take all actions necessary to enter into DWEHD Order No. ACO-399-03-2024 ("Administrative Consent Order between the City of Flint and EGLE"). [NOTE: The State of Michigan, Department of Environment, Great Lakes, and Energy ("EGLE"), Drinking Water and Environmental Health Division ("DWEHD") has made allegations that the City of Flint is in violation of the Michigan Safe Drinking Water Act, 1976 PA 399, as amended (Act 399), and the administrative rules promulgated thereunder, being 2009 ACS R 325.10101, *et seq.*, Title XIV of the Public Health Service Act: Safety of Public Water Systems (Safe Drinking Water Act), Title 42 of the United States Code (USC), Section 300f, *et seq.* (collectively, the "SDWA"). The City of Flint and EGLE have tentatively agreed to resolve the violations alleged by EGLE through entry of an Administrative Consent Order.]

**A Motion was made by Councilmember Mushatt, seconded by Councilmember Priestley, that this matter made be RECONSIDERED. The motion carried by the following vote:*

Aye: 5 – Councilmember El-Alamin, Councilmember Lewis, Councilmember Murphy, Councilmember Priestley and Councilmember Mushatt

No: 3 - Councilmember Winfrey-Carter, Councilmember Burns and Councilmember Jarrett

Absent 1 – Councilmember Pfeiffer

240227

Reallocation of ARPA Funds/Grants for Youth Job Training/Faith Foundation Resources

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 Faith Foundation Resources 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.

**A Motion was made by Councilmember Mushatt, seconded by Councilmember Priestley, that this matter may be RECONSIDERED. The motion carried by the following vote:*

Aye: 5 – Councilmember El-Alamin, Councilmember Lewis, Councilmember Murphy, Councilmember Priestley and Councilmember Mushatt

No: 3 - Councilmember Winfrey-Carter, Councilmember Burns and Councilmember Jarrett

Absent 1 – Councilmember Pfeiffer

240191 Amendment/Ordinance/Chapter 31 (General Offenses), Article I (In General), of the Code of the City of Flint by amending Section 31-10 (Disorderly Conduct, Assault and Battery, And Disorderly Persons)

An ordinance to amend Chapter 31 (General Offenses), Article I (In General), of the Code of the City of Flint by amending Section 31-10 (Disorderly Conduct, Assault and Battery, And Disorderly Persons). [NOTE: This ordinance shall become effective 30 days after enactment.]

[NOTE: A PUBLIC HEARING FOR ORDINANCE NO. 240191 WAS HELD ON MONDAY, JUNE 10, 2024.]

**A Motion was made by Councilmember Mushatt, seconded by Councilmember Priestley, that this matter may be RECONSIDERED. The motion PASSED by the following vote:*

Aye: 5 – Councilmember El-Alamin, Councilmember Lewis, Councilmember Murphy, Councilmember Priestley and Councilmember Mushatt

No: 3 - Councilmember Winfrey-Carter, Councilmember Burns and Councilmember Jarrett

Absent 1 – Councilmember Pfeiffer

CONSENT AGENDA

Per the amended Rules Governing Meetings of the Flint City Council (as adopted by the City Council on Monday, April 22, 2024), the Chair may request the adoption of a "Consent Agenda". After a motion to adopt a Consent Agenda is made and seconded, the 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.

**A Motion was made by Councilmember Priestley, seconded by Councilmember El-Alamin, made a motion to APPROVE the Consent Agenda with separations. The Motion PASSED by the Following Vote.*

7:1 (No: Jarrett) (Absent: Pfeiffer)

RESOLUTIONS (May Be Reconsidered)

240144 Administrative Consent Order/City of Flint/State of Michigan/Department of Environment, Great Lakes and Energy [EGLE]/Drinking Water and Environmental Health Division

Resolution resolving that the City Council approves authorizing the City of Flint to take all actions necessary to enter into DWEHD Order No. ACO-399-03-2024 ("Administrative Consent Order between the City of Flint and EGLE"). [NOTE: The State of Michigan, Department of Environment, Great Lakes, and Energy ("EGLE"), Drinking Water and Environmental Health Division ("DWEHD") has made allegations that the City of Flint is in violation of the Michigan Safe Drinking Water Act, 1976 PA 399, as amended (Act 399), and the administrative rules promulgated thereunder, being 2009 ACS R 325.10101, *et seq.*, Title XIV of the Public Health Service Act: Safety of Public Water Systems (Safe Drinking Water Act), Title 42 of the United States Code (USC), Section 300f, *et seq.* (collectively, the "SDWA"). The City of Flint and EGLE have tentatively agreed to resolve the violations alleged by EGLE through entry of an Administrative Consent Order.]

**A Motion was made by Councilmember Priestley, seconded by Councilmember Murphy, made a motion to APPROVE. The motion carried by the following vote:*

Aye: 5 – Councilmember El-Alamin, Councilmember Lewis, Councilmember

Murphy, Councilmember Priestley, and Councilmember Mushatt

No: 1 – Councilmember Jarrett

Absent 1 – Councilmember Pfeiffer

ROLL CALL

Present: Councilmembers El-Alamin, Lewis, Murphy, Priestley, Mushatt, and Jarrett

Absent: Councilmember Winfrey-Carter and Councilmember Burns left this meeting at 9:29 p.m.

RESOLUTIONS (May Be Reconsidered Continued)

240227 Reallocation of ARPA Funds/Grants for Youth Job Training/Faith Foundation Resources

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 Faith Foundation Resources 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.

**A Motion was made by Councilmember Mushatt, seconded by Councilmember El-Alamin, made a motion to APPROVE. The motion carried by the following vote:*

Aye: 5 – Councilmember El-Alamin, Councilmember Lewis, Councilmember Murphy, Councilmember Priestley, and Councilmember Mushatt

No: 1 – Councilmember

Absent 3 – Councilmember Winfrey-Carter, Councilmember Burns and Councilmember Pfeiffer

SECOND READING AND ENACTMENT OF ORDINANCES (May Be Reconsidered)

240191 Amendment/Ordinance/Chapter 31 (General Offenses), Article I (In General), of the Code of the City of Flint by amending Section 31-10 (Disorderly Conduct, Assault and Battery, And Disorderly Persons)

An ordinance to amend Chapter 31 (General Offenses), Article I (In General), of the Code of the City of Flint by amending Section 31-10 (Disorderly Conduct, Assault and Battery, And Disorderly Persons). [NOTE: This ordinance shall become effective 30 days after enactment.]

**A Motion was made by Councilmember Jarrett, seconded by Councilmember Murphy, made a motion to AMEND to a .1 to change the language "to any person" not just local official. The motion FAILED by the following vote:*

Aye: 2 – Councilmember Murphy and Councilmember Jarrett

No: 4 – Councilmember El-Alamin, Councilmember Lewis, Councilmember Priestley, and Councilmember Mushatt

Absent 3 – Councilmember Winfrey-Carter, Councilmember Burns and Councilmember Pfeiffer

**A Motion was made by Councilmember Mushatt, seconded by Councilmember Priestley, made a motion to APPROVE. The motion PASSED by the following vote:*

Aye: 5 – Councilmember El-Alamin, Councilmember Lewis, Councilmember Murphy, Councilmember Priestley and Councilmember Mushatt

No: 1 – Councilmember Jarrett

Absent 3 – Councilmember Winfrey-Carter, Councilmember Burns and Councilmember Pfeiffer

RESOLUTIONS

240235 Scheduling of a Public Hearing/Removal for Cause/Ethics and Accountability Board/Member Billie Danzler

Resolution resolving that that the Law Department is requested to retain outside counsel to act as the Manager for this public hearing, who will present the case for removal to the City Council, AND, resolving that Ms. Danzler may, at her own expense, be represented by legal counsel at this public hearing, AND, resolving that the City Clerk shall, in conjunction with the Manager and Ms. Danzler or her legal counsel, schedule a public hearing regarding the removal of Billie Danzler of the Ethics and Accountability Board, to be held at a special meeting of the City Council, and shall provide notice of the same to Ms. Danzler and the public as required by the Flint City Charter. [NOTE: Section 1-603(A) of the Flint City Charter states that "the City Council shall declare the forfeiture of the office of any elective officer or appointee and may remove for cause any person appointed to an office for a fixed term. In every case there shall be a public hearing before the City Council with public notice published in the manner set forth in this Charter. "Section 1-603(B) of the Flint City Charter states that "[t]he position of an elective City of Flint officer or an appointee shall be forfeited if he or she : 1. Lacks at any time any qualifications required by law or this Charter; or 2. Violates any provisions of this Charter; or 3. Is convicted of a felony while holding the office or appointment. "Section 1-602(C)(1) of the Flint City Charter prohibits public servants from "willfully or grossly neglect the discharge of his or her duties." Ms. Danzler's multiple violation of the City's disorderly conduct ordinance constitutes a willful or grossly negligent discharge of her duties as member of the Ethics and Accountability Board and a public servant and is grounds for removal for cause.]

**A Motion was made by Councilmember Murphy, seconded by Councilmember Mushatt, made a motion to APPROVE. The motion was PASSED by the following vote:*

Aye: 5 – Councilmember El-Alamin, Councilmember Lewis, Councilmember

Murphy, Councilmember Priestley and Councilmember Mushatt

No: 1 – Councilmember Jarrett

Absent 3 – Councilmember Winfrey-Carter, Councilmember Burns and Councilmember Pfeiffer

240324 Reallocation of ARPA Funds/Sarvis Park Neighborhood Association (SPNA)/Alternative Uses of Vacant Lots/Neighborhood Engagement Hub (NEH) as Fiduciary

Resolution resolving that the appropriate City officials are authorized to do all things necessary to provide funding to Neighborhood Engagement Hub [NEH] (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. [NOTE: This resolution will replace the previously passed Resolution No. 240143.]

**A Motion was made by Councilmember Mushatt, seconded by Councilmember Priestley, made a motion to APPROVE. The motion was PASSED by the following vote:*

Aye: 5 – Councilmember El-Alamin, Councilmember Lewis, Councilmember Murphy, Councilmember Priestley and Councilmember Mushatt

No: 1 – Councilmember Jarrett

Absent 3 – Councilmember Winfrey-Carter, Councilmember Burns, Councilmember Pfeiffer and Councilmember Jarrett

ROLL CALL

Councilmember Jarrett left this meeting at 9:47 p.m.

Present: Councilmembers El-Alamin, Councilmember Lewis, Councilmember Murphy, Councilmember Priestley, and Councilmember Mushatt

Absent: Councilmember Winfrey-Carter and Councilmember Burns, Councilmember Pfeiffer and Councilmember Jarrett

240325.1 Amended Resolution/Opioid Settlement Funds/Flint Odyssey House, Inc./Mental Health Referrals and Services Support/Respond to the Impacts of the Pandemic

Amended resolution resolving that the appropriate City officials are authorized to do all things necessary to allocate Opioid Settlement Funds for funding to Flint Odyssey House, Inc. in an amount not to exceed \$36,000.00. [NOTE: This resolution will replace the previously passed resolution No. 230414]. [NOTE: This resolution was amended by the City Council to change the funding source from ARPA Funds to Opioid Settlement Funds.]

**A Motion was made by Councilmember Priestley, seconded by Councilmember Mushatt, made a motion to DROP INDEFINITELY. The motion was PASSED by the following vote:*

Aye: 5 – Councilmember El-Alamin, Councilmember Lewis, Councilmember Murphy, Councilmember Priestley and Councilmember Mushatt

No: 0

Absent 3 – Councilmember Winfrey-Carter, Councilmember Burns, Councilmember Pfeiffer and Councilmember Jarrett

240402-T Reallocation of ARPA Funds/First Responder Mental Health Reimbursement Program

Resolution resolving that the appropriate City Officials are authorized to do all things necessary, including executing any agreements, to

appropriate funding from the funding source account #101-287.000-963.000 to First Responder Mental Health Reimbursement 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.

**A Motion was made by Councilmember Murphy, seconded by Councilmember El-Alamin, made a motion to APPROVE. The motion was PASSED by the following vote:*

Aye: 5 – Councilmember El-Alamin, Councilmember Lewis, Councilmember Murphy, Councilmember Priestley and Councilmember Mushatt

No: 0

Absent 3 – Councilmember Winfrey-Carter, Councilmember Burns, Councilmember Pfeiffer and Councilmember Jarrett

240410-T Contract/Complete Towing Service/Police Department Towing and Storage Services

Resolution resolving that the proper City Officials are authorized to enter into a contract with Complete Towing for the Police Department for towing and storage services, in a two-year amount NOT-TO-EXCEED \$860,000.00 (\$430,000 for FY25 and \$430,000 pending adoption of the FY26 budget). Adoption of this resolution authorizing the two-year contract will override/nullify Resolution No. 240289 recently adopted by the City Council on July 22, 2024.

**A Motion was made by Councilmember Mushatt, seconded by Councilmember El-Alamin, made a motion to APPROVE along with 240428, 240429, and 240432. The motion was PASSED by the following vote:*

Aye: 5 – Councilmember El-Alamin, Councilmember Lewis, Councilmember Murphy, Councilmember Priestley and Councilmember Mushatt

No: 0

*Absent 3 – Councilmember Winfrey-Carter, Councilmember Burns,
Councilmember Pfeiffer and Councilmember Jarrett*

240420-T MDOT Authorized Signatures/State Trunkline

Resolution resolving that the City of Flint authorizes Mayor Sheldon Neeley and City Administrator Clyde Edwards as authorized signatures to the MDOT Contract Number State Trunkline. [NOTE: The City of Flint and Michigan Department of Transportation (MDOT) agree to enter into a contract for the State Trunkline. MDOT requires names of officials authorized to sign the contract agreement.]

**This Matter was PASSED on the Consent Agenda*

240421-T Funding Incentive/Workforce Innovation and Opportunity ACT (WIOA)/Genesee Shiawassee Thumb Michigan Works

Resolution resolving, that the appropriate City Officials are hereby authorized to do all things necessary to accept the funding incentive from GST Michigan Works provided under the WIOA to purchase turnout gear for 13 newly hired Firefighter Trainees and to appropriate the incentive funding award for revenue and expenditures for the FY25 budget year in the amount of \$32,500.00 and to record the funding incentive award under the REVENUE-REIMBURSEMENT account, AND, further resolving that the Division of Purchases and Supplies is hereby authorized to issue Purchase Orders to Fire Department approved vendors for the purchase of turnout gear equipment, in the amount not-to-exceed \$32,500.00 for FY25 (07/01/24-06/30/25).

**This Matter was PASSED on the Consent Agenda*

240422-T Tetra Tech of Michigan, PC/WPC Asset Management Plan Update

Resolution resolving that the proper City Officials are authorized to do all things necessary to issue a Purchase Order to Tetra Tech of Michigan, PC, 1136 Oak Valley Drive, Suite 100, Ann Arbor, MI 48108 for Water Pollution Control Asset Management Plan Update Services, in the not-

to-exceed FY 2025 amount of \$175,000.00.

**This Matter was PASSED on the Consent Agenda*

240423-T Firefighter Turnout Gear Grant Award/State of Michigan Department of Labor and Economic Opportunity (LEO)

Resolution resolving that the appropriate City Officials are hereby authorized to do all things necessary to accept the Firefighter Turnout Gear grant award from the State of Michigan Department of Labor and Economic Opportunity (LEO) to purchase an additional set of turnout gear to include coat, pants and boots for all Flint Fire Department fire suppression personnel and to appropriate award funding for revenue and expenditures for the FY25 budget year in the amount of \$255,135.00 for FY25 (07/01/24-06/30/25), AND, further resolving that the Division of Purchases and Supplies is hereby authorized to issue Purchase Orders to Fire Department approved vendors for the purchase of this turnout gear, in an amount not-to-exceed \$255,135.00 for FY25 (07/01/24-06/30/25).

**This Matter was PASSED on the Consent Agenda*

240427-T Reallocation of ARPA Funds/Grants for Community Engagement and Beautification and External Minor Home Repairs/1st Ward Priorities/Neighborhood Engagement Hub as Fiduciary

Resolution resolving that the appropriate City Officials are hereby authorized to do all things necessary, including executing any necessary agreements, to appropriate funding to The Neighborhood Engagement Hub in the amount of \$30,000 to act as fiduciary for 1st Ward Priorities. Before the funds are spent, the City of Flint's ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury final rules.

**A Motion was made by Councilmember Mushatt, seconded by Councilmember El-Alamin, made a Motion to DROP. The Motion was DROPPED by the following votes:*

Aye: 5 – Councilmember El-Alamin, Councilmember Lewis, Councilmember Murphy, Councilmember Priestley and Councilmember Mushatt

No: 0

Absent 3 – Councilmember Winfrey-Carter, Councilmember Burns, Councilmember Pfeiffer and Councilmember Jarrett

240428-T ARPA Funding/Blight Elimination Department/4th Ward
Lawnmowing/4th Ward Priorities

Resolution resolving that the appropriate City Officials are hereby authorized to do all things necessary, including executing any necessary agreements, to appropriate funding to Asbury Community Development Center in the amount of \$30,000, to act as fiduciary for the South Flint Soup Kitchen, in accordance with 8th Ward Priorities. Before the funds are spent, the City of Flint's ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury final rules.

**A Motion was made by Councilmember Mushatt, seconded by Councilmember El-Alamin, made a motion to APPROVE along with 240428, 240429, and 240432. The motion was PASSED by the following vote:*

Aye: 5 – Councilmember El-Alamin, Councilmember Lewis, Councilmember Murphy, Councilmember Priestley and Councilmember Mushatt

No: 0

Absent 3 – Councilmember Winfrey-Carter, Councilmember Burns, Councilmember Pfeiffer and Councilmember Jarrett

240429-T ARPA Funding/Asbury Community Development Center as
Fiduciary/South Flint Soup Kitchen/8th Ward Priorities

Resolution resolving that the appropriate City Officials are hereby authorized to do all things necessary, including executing any necessary

agreements, to appropriate funding to Asbury Community Development Center in the amount of \$30,000, to act as fiduciary for the South Flint Soup Kitchen, in accordance with 8th Ward Priorities. Before the funds are spent, the City of Flint's ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury final rules.

**A Motion was made by Councilmember Mushatt, seconded by Councilmember El-Alamin, made a motion to APPROVE along with 240428, 240429, and 240432. The motion was PASSED by the following vote:*

Aye: 5 – Councilmember El-Alamin, Councilmember Lewis, Councilmember Murphy, Councilmember Priestley and Councilmember Mushatt

No: 0

Absent 3 – Councilmember Winfrey-Carter, Councilmember Burns, Councilmember Pfeiffer and Councilmember Jarrett

RESOLUTIONS (May Be Referred from Special Affairs)

240404-T Reallocation of ARPA Funds/North Flint Food Co-Op

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 North Flint Food Market Cooperative 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.

**This Matter was PASSED on the Consent Agenda*

240432-T Reallocation of ARPA Funds/Community Engagement/External Minor Home Repairs/Hasselbring Center/1st Ward Priorities/Neighborhood Engagement HUB as Fiduciary

Resolution resolving that the appropriate City officials are hereby authorized to do all things necessary, including executing any necessary agreements, to appropriate funding to The Neighborhood Engagement Hub in the amount of \$30,000.00 to act as fiduciary for 1st Ward Priorities. Before the funds are spent, the City of Flint's ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury final rules. [NOTE: This resolution will replace previously passed Reso No. 240343.1] [NOTE: \$10,000.00 is to be used for the completion of five until September 2024, and again in 2025 from May until the end of September; \$3,000.00 is to go to The Neighborhood Engagement Hub; \$6,000.00 is to be used to pay the first twelve months (at \$500.00 per month) of the lease payments due under the 2024 Lease Agreement between the City of Flint and the Hasselbring Senior Center.]

**A Motion was made by Councilmember Mushatt, seconded by Councilmember El-Alamin, made a motion to APPROVE along with 240428, 240429, and 240432. The motion was PASSED by the following vote:*

Aye: 5 – Councilmember El-Alamin, Councilmember Lewis, Councilmember Murphy, Councilmember Priestley and Councilmember Mushatt

No: 0

Absent 3 – Councilmember Winfrey-Carter, Councilmember Burns, Councilmember Pfeiffer and Councilmember Jarrett

240433-T Grant Acceptance/Michigan Department of Environment, Great Lakes, and Energy/Water Pollution Control

Resolution resolving that the appropriate City Officials are authorized to do all things necessary to accept and appropriate grant funding, and abide by the terms and conditions of the grant award agreement from the State of Michigan Department of Environment, Great Lakes and Energy, in the total award amount of \$40,000.00; AND, further resolving that the City Administrator, Chief Financial Officer, and WPC/DPW Manager be authorized as signatories and representatives for all

activities associated with the grant listed above.

**This Matter was PASSED on the Consent Agenda*

240434-T Resolution resolving that the appropriate City officials are authorized to do all things necessary to allocate Opioid Settlement Funds for funding to Flint Odyssey House, Inc. in an amount not to exceed \$36,000.00 to be used for Mental Health Referrals and Services Support.

240435-T Grant Acceptance/Voters Not Politicians Education Fund/Flint City Clerk's Office/Communications and Public Relations

Resolution resolving that that the appropriate City Officials authorize to do all things necessary to accept and appropriate grant award funding from the Count MI Vote Education Fund, dba Voters Not Politicians Education Fund to the Flint City Clerk's Office to support communications and public relations efforts for the November 5, 2024 General Election, and to abide by the terms and conditions of the grant award agreement, in the total award amount of \$14,000.00, AND, resolving that the City Clerk be authorized as signatory and representative for all activities associated with the grant award.

**This Matter was PASSED on the Consent Agenda*

240436-T Grant Acceptance/Institute for Responsive Government/Flint City Clerk's Office/Nonpartisan Work Planning and Operationalizing Election Administration

Resolution resolving that the appropriate City Officials authorize to do all things necessary to accept and appropriate grant award funding from the Institute for Responsive Government to the Flint City Clerk's Office to support election administration, and to abide by the terms and conditions of the grant award agreement, in the total award amount of \$60,000.00, AND, resolving that the City Clerk be authorized as signatory and representative for all activities associated with the grant award.

**This Matter was PASSED on the Consent Agenda*

SECOND READING AND ENACTMENT OF ORDINANCES

240192.1 Amended Ordinance/Amendment/Ordinance/Chapter 46
(Utilities)/Article II (Water Supply and Sewage Disposal
System)/Division 5 (Replacement Lead Service Lines)

An amended ordinance to amend Chapter 46 (Utilities), Article II (Water Supply and Sewage Disposal System), by the addition of Division 5 (Replacement of Lead Service Lines). [NOTE: This ordinance shall become effective 30 days after enactment] [NOTE: Ordinance amended to address concerns raised by EGLE regarding potential conflicts with Mich. Admin Code.]

**This Matter was PASSED on the Consent Agenda*

240342 Amendment/Chapter 31 (General Offenses)/Section 31-16.2 (Fireworks)

Ordinance to Amend the Flint City Code of Ordinances by amending Chapter 31, General Offenses, Article I, In General, by amending Section 31.16.2, Fireworks. [NOTE: This ordinance shall become effective 30 days after enactment]

**This Matter was PASSED on the Consent Agenda*

FINAL COUNCIL COMMENTS

Final Council Comments shall be limited to two (2) minutes.

ADJOURNMENT

Councilmember Mushatt, seconded by Councilmember Priestley, made a motion to Adjourn. This Regular City Council Meeting Adjourned at 9:54 p.m.

This Motion PASSED by a VOTE 5.0.

Respectfully transcribed and submitted,

*Christel Snider
City Council Secretary*



240472-7

City of Flint, Michigan

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

MEETING MINUTES - FINAL

Monday, October 14, 2024

6:29 PM

City Council Chambers

CITY COUNCIL

Ladel Lewis, President, Ward 2

Candice Mushatt, Vice President, Ward 7

Leon El-Alamin, Ward 1
Judy Priestley, Ward 4
Tonya Bums, Ward 6

VACANT, Ward 3
Jerri Winfrey-Carter, Ward 5
Dennis Pfeiffer, Ward 8

Jonathan Jarrett, Ward 9

Davina Donahue, City Clerk

CALL TO ORDER

President Lewis called this Regular City Council Meeting to order at 6:29 p.m.

ROLL CALL

Present: Councilmember El-Alamin, Councilmember Lewis, Councilmember Priestley, Councilmember Winfrey-Carter, Councilmember Burns, Councilmember Mushatt, Councilmember Pfeiffer and Councilmember Jarrett

PLEDGE OF ALLEGIANCE

Pledge of Allegiance was led by Councilmember Burns

PRAYER OR BLESSING

Councilmember Mushatt led the Prayer or Blessing

READING OF DISORDERLY PERSONS CITY CODE SUBSECTION

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

Read into Record

REQUEST FOR AGENDA CHANGES/ ADDITIONS

No request for Agenda Changes

ADJOURNMENT

President Lewis adjourned the meeting due to a lack of quorum at 6:45 p.m.

*Respectfully transcribed and submitted,
Christel Snider
City Council Secretary*



RESOLUTION NO.: 240480-7

PRESENTED: 10-23-2024

ADOPTED: _____

**RESOLUTION AUTHORIZING THE SALE OF DECOMMISSIONED CITY OWNED
LAND TO FLINT COMMERCE CENTER 2, LLC**

BY THE CITY ADMINISTRATOR:

WHEREAS, The City of Flint has acquired the title to certain real estate existing Parcel ID #41-06-179-044. The property address is 2525 Industrial Ave, Flint, MI 48505 and legally described as DURANT DORT CARRIAGE CO.'S PART OF BLOCK 15 OF OAK PARK SUBDIVISION AND VACATED RANKIN STREET OF DURANT-DORT CARRIAGE CO'S RE-PLAT ALL IN THE CITY OF FLINT, GENESEE COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 15 OF OAK PARK SUBDIVISION; THENCE N01°21'34"W ALONG THE WEST LINE OF SAID BLOCK 15, ALSO BEING THE EAST LINE OF NORTH STREET RIGHT OF WAY AS PLATTED, 157.66 TO THE POINT OF BEGINNING; THENCE N01°21'34"W CONTINUING ALONG SAID WEST LINE OF BLOCK 15 AND ITS NORTHERLY EXTENSION 286.91 FEET TO THE SOUTHWEST CORNER OF LOT 59 OF SAID DURANT-DORT CARRIAGE CO'S RE-PLAT, ALSO BEING ON THE NORTH LINE OF VACATED RANKIN STREET; THENCE N89°58'13"E ALONG SAID NORTH LINE OF VACATED RANKIN STREET AND ITS EASTERLY EXTENSION, 831.56 FEET TO THE CENTERLINE OF VACATED INDUSTRIAL AVENUE AS PLATTED; THENCE S00°34'02"W ALONG SAID CENTERLINE 36.21 FEET; THENCE S01°22'45"E CONTINUING ALONG SAID CENTERLINE 407.00 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 15; THENCE S89°52'37"W ALONG THE SOUTH LINE OF SAID BLOCK 15, ALSO BEING THE NORTH LINE OF BAKER STREET RIGHT OF WAY AS PLATTED, 571.55 FEET; THENCE N01°22'47"W, 163.34 FEET; THENCE S88°37'13"W, 258.78 FEET TO THE POINT OF BEGINNING, CONTAINING 7.51 ACRES, MORE OR LESS AND SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD.

WHEREAS, Flint Commerce Center 2, LLC has agreed to purchase the property commonly known as 2525 Industrial Ave., Flint, MI 48505, Parcel ID #41-06-179-044 for the amount of \$172,600.00. The city's interest in the aforementioned property will be conveyed by a Quit Claim Deed and sold in AS IS condition; and

WHEREAS, Flint Commerce Center 2, LLC shall pay the recording fees to register the conveyance documents at the Genesee County Register of Deeds; and

Revenue realized from the sale of this real property will be placed in the following revenue account:

Account Number	Account Name / Grant Code	Amount
208-752.102-673.100	Revenue Account for Sale of City Land - Parks & Recreation Fund	\$172,600.00

IT IS RESOLVED that the appropriate City Officials are authorized to do all things necessary to complete the sale of property commonly known as 2525 Industrial Ave., Parcel ID # 41-06-179-044, legally

described as PART OF BLOCK 15 OF OAK PARK SUBDIVISION AND VACATED RANKIN STREET OF DURANT-DORT CARRIAGE CO'S RE-PLAT ALL IN THE CITY OF FLINT, GENESEE COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID BLOCK 15 OF OAK PARK SUBDIVISION; THENCE N01°21'34"W ALONG THE WEST LINE OF SAID BLOCK 15, ALSO BEING THE EAST LINE OF NORTH STREET RIGHT OF WAY AS PLATTED, 157.66 TO THE POINT OF BEGINNING; THENCE N01°21'34"W CONTINUING ALONG SAID WEST LINE OF BLOCK 15 AND ITS NORTHERLY EXTENSION 286.91 FEET TO THE SOUTHWEST CORNER OF LOT 59 OF SAID DURANT-DORT CARRIAGE CO'S RE-PLAT, ALSO BEING ON THE NORTH LINE OF VACATED RANKIN STREET; THENCE N89°58'13"E ALONG SAID NORTH LINE OF VACATED RANKIN STREET AND ITS EASTERLY EXTENSION, 831.56 FEET TO THE CENTERLINE OF VACATED INDUSTRIAL AVENUE AS PLATTED; THENCE S00°34'02"W ALONG SAID CENTERLINE 36.21 FEET; THENCE S01°22'45"E CONTINUING ALONG SAID CENTERLINE 407.00 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK 15; THENCE S89°52'37"W ALONG THE SOUTH LINE OF SAID BLOCK 15, ALSO BEING THE NORTH LINE OF BAKER STREET RIGHT OF WAY AS PLATTED, 571.55 FEET; THENCE N01°22'47"W, 163.34 FEET; THENCE S88°37'13"W, 258.78 FEET TO THE POINT OF BEGINNING, CONTAINING 7.51 ACRES, MORE OR LESS AND SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD.

For the City:

CLYDE D EDWARDS / A0322
CLYDE D EDWARDS / A0322 (Oct 17, 2024 16:19 EDT)
Clyde D. Edwards, City Administrator

For the City Council:

Approved as to Form:

JK
Joseph Kuptz (Oct 17, 2024 15:59 EDT)
Joseph Kuptz, Acting City Attorney

Approved as to Finance:

Phillip Moore
Phillip Moore (Oct 17, 2024 15:21 EDT)
Phillip Moore, Chief Financial Officer



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

TODAY'S DATE: *October 7, 2024*

BID/PROPOSAL# N/A

AGENDA ITEM TITLE: Resolution Authorizing the Sale of City Owned Lot to Flint Commerce Center 2, LLC in the amount of \$172,600.

PREPARED BY: Emily Doerr

VENDOR NAME: Flint Commerce Center 2, LLC

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

The sale of the decommissioned parkland previously known as Oak Park was held via voter referendum finalized on November 6, 1984, with the citizens of Flint voting to decommission the park to make it ready for sale and future development. Since then, this land has had practically zero use by citizens as it lacks pedestrian access, amenities like tables or a pavilion, proximity to a residential neighborhood, or parking. Additionally, many of the oak trees are dying per the Genesee Conservation District's forestry team. The proceeds of sale will be completely invested in other parks in North Flint, and additional funds beyond the sales price will be invested (by the purchaser) in the 1-acre pocket park that will remain city-owned to add a pavilion with tables, signage memorializing the historical usage of the land by Flint residents in the 1800s and 1900s, and paved sidewalk access to Buildings 1 and 2 of the Flint Commerce Center development for those employees to utilize. The sale of this land will be part of the continued focus on rebuilding North Flint and bringing new jobs and economic opportunity to the City of Flint.

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

Fiscal Year	Account	FY GL Allocation	FY PO Amount	FY Expensed	Resolution

No known previous allocations for this project.



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

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

When redeveloped, this site will be home to the next phase of Buick City/Flint Commerce Center's growth. By returning good paying, permanent jobs to the city, this repurposed parcel will become an integral part of Flint's continued forward momentum. Furthermore, community partners have been heavily consulted as City Staff has conducted extensive outreach with local park adopters and residents, identifying how to best commemorate the history of Oak Park as well as invest in Flint's vast parks system. When complete, approximately one acre of land will be preserved and reinvested in to include a "pocket park" to honor the rich and complex history of Oak Park and the former neighborhood it surrounded, including an informational plaque and passive recreational activity spaces. This continued development will provide the necessary site for the expansion of new businesses entering Flint's ecosystem, restoring the former, blighted site to its most effective and positive use.

Section IV: FINANCIAL IMPLICATIONS:

IF ARPA related Expenditure:

Has this request been reviewed by E&Y Firm: YES NO IF NO, PLEASE EXPLAIN:

Not applicable.

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
B&CS	Revenue Account for Sale of City Land - Parks & Recreation Fund	208-752.102-673.100		
		FY25 GRAND TOTAL		172,600.00

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 \$172,600.00



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

BUDGET YEAR 2

BUDGET YEAR 3

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

PRE-ENCUMBERED? YES NO REQUISITION NO:

ACCOUNTING APPROVAL:  Date: 10/17/2024

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO

Section V: RESOLUTION DEFENSE TEAM:

(Places of the names of those who can defend this resolution at City Council)

	NAME	PHONE NUMBER
1	Tyler Bailey	810.908.6521
2	Emily Doerr	810.880.3371
3		

STAFF RECOMMENDATION: (PLEASE SELECT): APPROVED NOT APPROVED

DEPARTMENT HEAD SIGNATURE: _____


Emily Doerr (Oct 17, 2024 14:00 EDT)

Emily Doerr, Director, Department of Business and Community Services

2525 INDUSTRIAL AVE FLINT, MI 48505 (Property Address)

Parcel Number: 41-06-179-044

Property Owner: CITY OF FLINT

Summary Information

> Assessed Value: \$0 | Taxable Value: \$0

> Property Tax information found

Item 1 of 2 2 Images / 0 Sketches

Parcel is Vacant

Owner and Taxpayer Information

Owner	CITY OF FLINT 1101 S SAGINAW ST FLINT, MI 48502	Taxpayer	CITY OF FLINT 1101 S SAGINAW ST FLINT, MI 48502
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General Information for Tax Year 2023

Property Class	202 COMMERCIAL-VACANT	Unit	54 CITY OF FLINT
School District	FLINT CITY SCHOOL DISTRICT	Assessed Value	\$0
Map Number	11-06-179-044-1	Taxable Value	\$0
REINSPECTION	0	State Equalized Value	\$0
REN ZONE	No Data to Display	Date of Last Name Change	04/02/2020
PP		Notes	Not Available
Historical District	No	Census Block Group	No Data to Display
REAPPRAISAL		Exemption	No Data to Display

Principal Residence Exemption Information

Homestead Date No Data to Display

Principal Residence Exemption	June 1st	Final
2023	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2022	\$0	\$0	\$0
2021	\$0	\$0	\$0
2020	\$0	\$0	\$0

Land Information

Zoning Code	OS	Total Acres	8.130
Land Value	\$0	Land Improvements	\$0
Renaissance Zone	No	Renaissance Zone Expiration Date	No Data to Display
ECF Neighborhood	NORTHEAST	Mortgage Code	No Data to Display
Lot Dimensions/Comments	No Data to Display	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
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No lots found.

Total Frontage: 0.00 ft

Average Depth: 0.00 ft

Legal Description

DURANT DORT CARRIAGE CO.'S REPLAT OF PARTS OF BLOCKS 12 & 27 AND ALL OF 13, 14 & 15 OF OAK PARK SUBDIVISION. LOT 99; ALSO SLY 30 FT OF LOTS 59, 61, 63, 65, 67 69, 71, 73, 75, 77, 79, 81, 83, 85, 87, 89, 91, 93, 95 AND 97.

Land Division Act Information

Date of Last Split/Combine	No Data to Display	Number of Splits Left	Not Available
Date Form Filed	No Data to Display	Unallocated Div.s of Parent	0
Date Created	01/01/0001	Unallocated Div.s Transferred	0
Acreage of Parent	0.00	Rights Were Transferred	No
Split Number	0	Courtesy Split	No
Parent Parcel	No Data to Display		

Sale History



City of Flint Property Disposition Application

To purchase a City of Flint owned property AS IS, with or without a structure that will not be used as a side-lot acquisition, complete this form and return to the *City of Flint*. Complete a separate application for each parcel.

****Application will not be processed if not completed in its entirety.****

CONTACT INFORMATION

Name of applicant: Flint Commerce Center 2, LLC

Name of corporation/business: Flint Commerce Center 2, LLC

Mailing address: 2575 S. Haggerty Road, Suite 500

City, State, Zip: Canton, MI 48188

Phone #: 734-394-1900 Email address: mquimby@ashleycapital.com

PROPERTY INFORMATION

City of Flint property address and parcel ID #: 2525 Industrial Ave; 41-06-179-044

Property: Has structure Is vacant

Property will be used for: Residential Commercial Industrial Other

Property will be occupied by: Owner Renter Business Other

Description of property in its existing condition: Vacant, decommissioned park approved for sale by public ballot in 1984. Park was called for decommissioning and incorporation into Buick City redevelopment in 2013 Master Plan. Deed restriction is voided by GM (successor to Durant Dort Carriage Company) bankruptcy and confirmed by new GM in affidavit.

State Equalized Value of property as listed at www.bsaonline.com: \$0

Purchase offer amount: \$172,600

REDEVELOPMENT PLANS

Description of planned improvements/renovation: The park will be combined with north adjoining parcels to facilitate construction of new ~327K building for the Nanograf project. Approximately 1-acre of Oak Park will be preserved as a pocket park that will include new amenities such as 4 parking spaces, a gazebo or picnic shelter, and a plaque and/or monument to memorialize the history of Oak Park and the former adjacent Oak Park neighborhood.

How is this project aligned with the *Imagine Flint* Master Plan: The 2013 Master Plan called for Park to be decommissioned and incorporated into the Buick City redevelopment.

Development Team description: *(List names of developer, contractors, lead construction lender, architects, project managers, consultants, marketing agent, etc.)*

Ashley Capital (Developer), Oliver Hatcher Construction (Construction Manager), Rowe Engineering (Civil Engineer), Mannik & Smith (Environmental Consultant), and SME (Environmental and Geotechnical Consultant).

Timeline for renovation/improvement: The timing is critical to support Nanograf redevelopment.

Anticipate requesting site plan approval in November 2024 with construction to begin immediately. Target building delivery is Q2/Q3 2024.

PROJECT FINANCING

Cost of renovation/improvements: \$30M+ for base building and site development and +\$175M for Nanograf project

Description of how acquisition and improvement/renovation will be financed: This parcel will be purchased with cash. The redevelopment will be funded with equity and market debt.

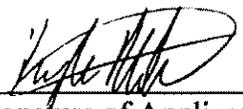
Note: The City of Flint may place a lien on the property or enter into a development agreement with the purchaser to guarantee that the proposed renovations/improvements are completed to City of Flint standards.

Please attach the following documents:

- Most recent tax return,
- Pre-qualification letter from lender (if applicable),
- Most recent audited financial statement,
- Development budget,
- Operating budget for rental transaction, and
- List of potential tenants and pre-lease agreements for rental transactions

FCC2 was created last year and has not yet filed a tax return. This is a sister entity to the adjacent, successful FCC1 entity and project. The parcel will be purchased with cash. Old National Bank, lender for FCC1, has expressed interest in this project. See attached site plan for development plan.

To the best of my knowledge the information provided in this application is true and in compliance with City of Flint Code of Ordinances. I understand that the City of Flint staff will review this request for compliance with existing City and neighborhood plans.



Signature of Applicant

9/27/2024

Date

Please allow at least 30 days for your application to be processed. Property disposition must be approved by Flint City Council. You will be given a quit claim deed with purchase. If desired, title insurance is the responsibility of the purchaser. All property is sold AS IS. This form is a statement of interest only. By receiving it, the City does not commit to transfer property.

Please Return This Form To:
City of Flint, Planning & Zoning, 1101 S. Saginaw Street, Room S 110, Flint, Michigan 48502
Email: kstephens@cityofflint.com Website: www.cityofflint.com

Division of Community & Economic
Development



Sheldon Neeley
Mayor



Clyde Edwards
City Administrator

Good Standing Certification

Applicant and/or Business Clearance

All applicants for City of Flint funded programs, including federal programs, must remain current and not in default on any obligations related to taxes, fines, penalties, water service, licenses or other forms of penalties.

APPLICANT NAME: Ashley Capital, LLC
HOME ADDRESS: 2575 S. Haggery Road, Suite 500, Canton, MI 48188
DBA: Flint Commerce Center 2, LLC
BUSINESS ADDRESS: 2575 S. Haggery Road, Suite 500, Canton, MI 48188

Please include addresses of all properties in the name of other current and/or former businesses, parent company, subsidiaries and/or divisions. Also, please include all former names used while conducting business with the City.

This section to be completed by the Department of Finance - Customer Service Div.

Please check the following divisions for the status of current and delinquent obligations owed to the City of Flint. Please circle the appropriate response for each division.

WATER DIV.	CURRENT	DELINQUENT
PROPERTY TAXES DIV.	CURRENT	DELINQUENT
INCOME TAX DIV.	CURRENT	DELINQUENT
ENFORCEMENT	CURRENT	DELINQUENT

This section to be completed by the Department of Community and Economic Development

DCED/EDC:	CURRENT	DELINQUENT	N/A
(108 Loans, EDC loans, mortgage repayments, etc.)			

City of Flint DCED Representative and Date

If delinquencies exist, please indicate the date, type and amount of obligation:

DCED Staff Person and Date

City of Flint Customer Serv. Representative and Date

General Election

November 6, 1984

City of Flint Proposal No. 1

Shall the area commonly known as OAK PARK, located within the City of Flint and bounded by Baker Street on the South, North Street on the West, Industrial Avenue on the East, and vacated Rankin Street on the North, be vacated as a park and sold, with the proceeds to be placed in an endowment fund established by the City of Flint for the purpose of improving and maintaining the public parks of the City of Flint?

<u>PCT. #</u>	<u>YES</u>	<u>NO</u>	<u>PCT. #</u>	<u>YES</u>	<u>NO</u>
1	318	179	47	400	130
2	419	234	48	439	137
3	305	164	49	636	203
4	375	192	50	714	161
5	382	198	51	271	78
6	352	177	52	288	147
7	346	217	53	516	130
8	321	177	54	87	50
9	473	233	55	316	117
10	398	247	56	69	30
11	379	223	57	165	81
12	393	194	58	471	201
13	353	191	59	580	253
14	399	179	60	451	179
15	348	173	61	418	107
16	271	115	62	500	122
17	329	181	63	348	147
18	449	213	64	673	203
19	290	166	65	241	124
20	325	168	66	258	114
21	267	137	67	416	139
22	377	206	68	493	179
23	274	170	69	377	154
24	303	191	70	398	148
25	522	220	71	434	167
26	386	192	72	375	95
27	375	166	73	407	170
28	230	100	74	324	155
29	331	143	75	298	81
30	402	186	76	573	122
31	273	138	77	556	229
32	385	186	78	346	159
33	497	227	79	278	118
34	332	140	80	313	166
35	221	74	81	331	194
36	325	197	82	174	84
37	362	219	83	409	221
38	300	184	84	294	95
39	276	154	85	557	178
40	360	153	86	143	59
41	286	119	87	307	138
42	265	123	88	504	195
43	83	30	89	495	201
44	658	213	90	470	179
45	462	172	91	262	153
46	321	117	92	23	7
			Total -	<u>33,496</u>	<u>14,478</u>

GENERAL ELECTION

November 6, 1984

CITY OF FLINT PROPOSAL NO. 2

" Shall the south 250 feet, more or less, of City owned land bordering the Kearsley Lake Golf Course and fronting the North side of Richfield Road lying east of Center Road, be vacated as a park and sold, with the proceeds to be placed in an endowment fund established by the City of Flint for the purpose of improving and maintaining the public parks of the City of Flint?"

PCT. #	YES	NO	PCT. #	YES	NO
1	277	202	47	327	191
2	360	287	48	368	203
3	270	176	49	511	324
4	301	244	50	593	286
5	311	240	51	223	124
6	294	212	52	242	184
7	307	212	53	426	217
8	250	217	54	80	52
9	395	277	55	243	180
10	350	270	56	66	32
11	325	261	57	129	112
12	343	228	58	362	309
13	289	237	59	471	367
14	367	198	60	363	254
15	282	232	61	340	180
16	241	136	62	429	190
17	278	212	63	311	169
18	361	294	64	582	280
19	235	191	65	232	123
20	268	185	66	222	146
21	214	161	67	327	224
22	328	208	68	390	271
23	229	178	69	321	209
24	277	182	70	344	200
25	350	399	71	350	245
26	267	309	72	318	152
27	269	272	73	327	242
28	156	176	74	251	226
29	252	221	75	243	134
30	315	272	76	503	188
31	195	217	77	433	348
32	243	326	78	289	215
33	358	356	79	216	172
34	239	239	80	262	189
35	184	96	81	300	221
36	271	226	82	160	96
37	327	224	83	348	265
38	244	194	84	236	155
39	232	171	85	441	286
40	309	199	86	116	84
41	234	155	87	245	186
42	199	162	88	406	283
43	61	51	89	391	313
44	560	300	90	400	237
45	392	229	91	205	197
46	270	164	92	19	13
			TOTAL-	27,440	19,472

AFFIDAVIT RELATING TO MATTERS AFFECTING REAL ESTATE
PURSUANT TO MCLA 565.451

STATE OF MICHIGAN)
) ss
COUNTY OF Wayne)

The undersigned, being first duly sworn under oath, hereby states that the following statements are true to the best of his/her knowledge and belief (without any duty of inquiry):

1. That I, Debra Hoge ^{Global Director} am the of Real Estate of General Motors LLC, a Delaware limited liability company ("New GM"), whose address is 300 Renaissance Center, MC 482-C19-GRE, Detroit, Michigan 48265, and have personal knowledge of the facts stated herein, and am competent to testify concerning such facts if called to do so.

2. On July 10, 2009, New GM, known at that time as General Motors Company (and formerly known as NGMCO, Inc.), completed the acquisition of some of the assets of Motors Liquidation Company (formerly known as General Motors Corporation) ("Old GM"). The sale was consummated in connection with Old GM's filing for relief under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York, and was completed pursuant to Section 363(b) of the Bankruptcy Code (the "Bankruptcy Sale").

3. On October 16, 2009, New GM, known at that time as General Motors Company, was converted from a corporation to a limited liability company and changed its name to General Motors LLC.

4. As of the execution date set forth below, New GM does not currently have any interest in and to that parcel of land located in the City of Flint, Genesee County, Michigan, described as (the "Subject Real Estate") and hereby waives any reversionary rights with respect to the Subject Real Estate, if any:

Entire Lot 99 of Durant-Dort Carriage Co's Replat of Parts of Blocks 12 and 27 and all of Blocks 13, 14 and 15 of Oak Park Subdivision of Sections 1 and 2 of Smith's Reservation, according to the recorded plat thereof, as recorded in Liber 4 of Plats, Page 37, Genesee County Records,

Commonly known as 2525 Industrial Avenue, Flint, Michigan;

Parcel Identification Number: 41-06-179-044;

The Subject Real Estate is depicted on Exhibit A attached hereto and made a part hereof.

Executed this 3rd day April, 2024.

GM Real Estate
Execution Recommended by David Tigges
RE Legat: Ingrid Szura

GENERAL MOTORS LLC, a Delaware limited liability company

By: Debra H. Hoge

Print Name: Debra H. Hoge

Print Title: Global Director
Real Estate

STATE OF MICHIGAN)
COUNTY OF Wayne) SS:

On the 3rd day of April, 2024, before me a Notary Public for the State and County aforesaid, personally appeared Debra H. Hoge, who acknowledged herself/himself to be the Global Director of General Motors LLC, and that she/he, being authorized to do so, executed the foregoing Affidavit on behalf of the company.

WITNESS my hand and seal the day and year aforesaid

Notary's Signature: Teresa L. Kole

Notary's Name: Teresa L. Kole
Notary Public, State of Michigan, County of Macomb
My Commission Expires: 5-5-2025
Acting in the County of Wayne

Drafted by:
GM Legal Staff
300 Renaissance Center
MC 482-C25-A68
Detroit, MI 48265
Attention: Ingrid Szura

When recorded return to:
David Tigges
General Motors LLC/Real Estate
MC 482-C19-GRE
Detroit, MI 48265

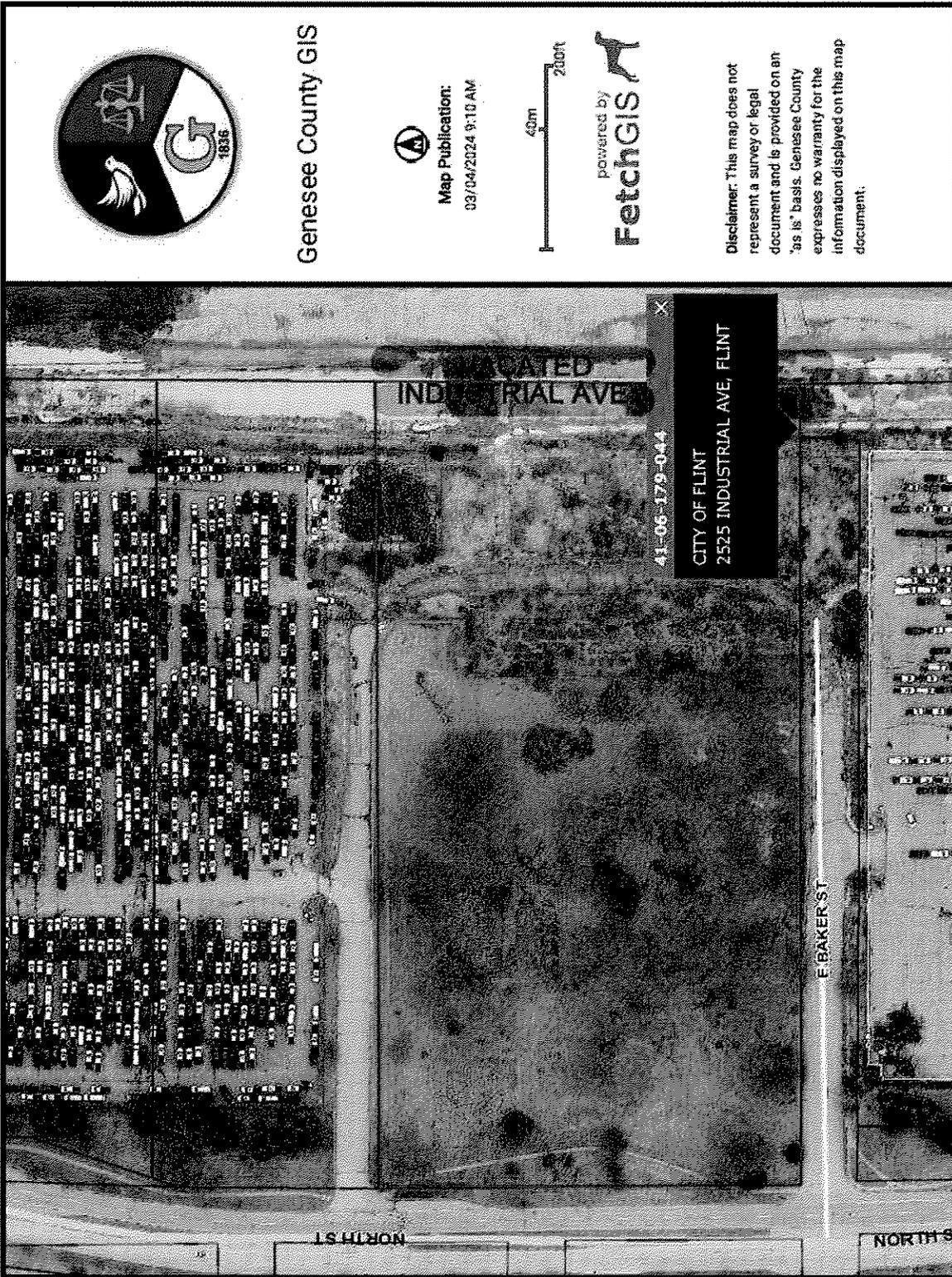
TERESA L KOLE
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
MY COMMISSION EXPIRES MAY 05, 2025
ACTING IN THE COUNTY OF Wayne



#4889-9042-2430(670)

EXHIBIT A

Depiction of "Subject Real Estate"





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Company News Sep 20

U.S. Department of Energy Awards NanoGraf \$60 Million Under Bipartisan Infrastructure Law to Build One of the World's Largest Silicon Anode Battery Material Factories in Flint, Michigan

The combined \$175 million project enables NanoGraf to produce 2,500 tons of silicon anode material to support up to 1.5 million EVs per year

CHICAGO, September 20, 2024 – NanoGraf, an advanced silicon anode battery material company enabling stronger, lighter, and longer-lasting lithium-ion batteries, today announced it has been awarded a \$60 million grant from the U.S. Department of Energy's Office of Manufacturing and Energy Supply Chains under the Bipartisan Infrastructure Law (BIL) fund supporting new and expanded commercial-scale domestic battery manufacturing projects. Additional matching grant dollars may also become available to fund the project from the Make it in Michigan Competitiveness Fund, administered through the Michigan Infrastructure Office.

NanoGraf will use the grant, in addition to its own capital, to retrofit an existing manufacturing facility in Flint, Michigan. At full capacity, the advanced production facility will produce 2,500 tons per year of NanoGraf's proprietary silicon anode material – enough material to supply 1.5 million electric vehicles (EVs) per year.

The combined \$175 million investment, with additional funds coming from NanoGraf, will create one of the world's largest silicon anode facilities, significantly advancing U.S.



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electronics.”

“This next stage of our growth further propels our position as a global leader in the race to electrification while also supporting communities at the local level by strengthening union relationships and building a skilled battery manufacturing workforce in the Midwest,” adds Wang.

The Flint factory is NanoGraf’s third battery material production facility and increases the company’s total manufacturing footprint to over 414,000 square feet. NanoGraf currently produces silicon anode material for the U.S. military out of two Chicago-based manufacturing facilities, including a new R&D facility at 455 N Ashland Avenue and its headquarters at 400 N Noble Street. Of note, NanoGraf recently announced it was supplying batteries to Thales Defense & Security Inc. for the handsets used by soldiers in the field.

“We are thrilled to welcome NanoGraf to Flint,” said Sheldon Neeley, Mayor of Flint. “The combined investment from NanoGraf and the Department of Energy will ensure domestic access to innovative battery technology, meeting future demand for higher-performing EVs, and creating high-paying jobs that will benefit Flint for years to come.”

The project will create approximately 200 construction jobs through a project labor agreement with the North American Building Trades Union. Up to 150 new permanent jobs will be created for operations, approximately 80% of which are expected to come directly from the local community. NanoGraf has signed a neutrality agreement with the United Steelworkers and is committed to partnering with them should a majority of employees wish to be represented by the union.

The company’s Michigan expansion will include the rollout of a community benefits program focused on workforce development, education, apprenticeships, and comprehensive benefits that reflect the needs of the community.

NanoGraf’s headquarters, military-focused production facilities, and R&D operations will remain in Chicago. For more information, visit [nanograf.com](https://www.nanograf.com).

About NanoGraf

NanoGraf is an advanced battery material company whose patented silicon anode technology enables longer-lasting, higher-energy, and higher-power lithium-ion batteries. NanoGraf works with over 50 companies, including leading consumer electronics,



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MESC plays a critical and unique role in catalyzing investments in America's energy future to support the re-shoring, skilling, and scaling of U.S. manufacturing across energy supply chains. MESC serves as the frontline of clean energy deployment and accelerates America's transition to a resilient, equitable energy future through data-driven investments in manufacturing capacity and workforce development. Learn more at: www.energy.gov/mesc or [LinkedIn](#).

###

Sales Contact

Jeff Helm

jeff@nanograf.com

Media Contact

Josh Inglis

josh@prop11r.com

View source version on globenewswire.com: <https://www.globenewswire.com/news-release/2024/09/20/2949669/0/en/U-S-Department-of-Energy-Awards-NanoGraf-60-Million-Under-Bipartisan-Infrastructure-Law-to-Build-One-of-the-World-s-Largest-Silicon-Anode-Battery-Material-Factories-in-Flint-Michig.html>

Company News

NanoGraf Silicon Anode
Batteries Selected by
Thales Defense & Security,
Inc. to Power Mission-
Critical Military
Communications





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contact@nanograf.com

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RESOLUTION NO.:

240457-T

PRESENTED:

10-9-2024

ADOPTED: _____

RESOLUTION APPROVING REALLOCATION OF \$50,000 IN ARPA FUNDS TO UNDUE MEDICAL DEBT

BY THE CITY ADMINISTRATOR:

Whereas, 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; and

Whereas, UNDUE Medical Debt (Undue) is a 501(c)(3) national nonprofit whose purpose is to abolish financially burdensome medical debt around the United States; and

Whereas, since being founded in 2014 Undue has erased over \$12 billion of medical debt for over 7 million families; and

Whereas, Undue abolishes medical debt for people earning at or below 400% of the federal poverty level or if the medical debt is more than 5% of the household income; and

Whereas, Undue purchases qualifying medical debt for pennies on the dollar and informs patients that they are free and clear of medical debts with no tax burden; and

Whereas, City Administration recommends reallocating \$50,000 of ARPA funds, previously obligated for revenue replacement, to Undue Medical Debt; and

Whereas, Undue with leverage these dollars with other philanthropic dollars to abolish medical debt for eligible Flint residents; and

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

Account	Description	Amount
101-612.013-801.000	UNDUE Medical Debt	\$50,000

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 #101-612.013-801.000 to UNDUE Medical Debt in the amount of \$50,000. 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.



CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

For the City:

CLYDE D EDWARDS / A0320

CLYDE D EDWARDS / A0320 (Oct 3, 2024 13:34 EDT)

Clyde D. Edwards, City Administrator

For the City Council:

Approved as to Form:

J Kuptz

Joseph Kuptz (Oct 3, 2024 12:21 EDT)

Joseph Kuptz, City Attorney

Approved as to Finance:

Phillip Moore

Phillip Moore (Oct 3, 2024 13:12 EDT)

Phillip Moore, Chief Financial Officer



CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

PREPARED BY: Seamus Bannon

VENDOR NAME:

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

UNDUE Medical Debt is a 501(c)(3) national nonprofit whose purpose is to abolish financially burdensome medical debt around the United States. Since being founded in 2014 UNDUE Medical Debt has erased over \$12 billion of medical debt for over 7 million families. Undue abolishes medical debt for people earning at or below 400% of the federal poverty level or if the medical debt is more than 5% of the household income. Undue purchases qualifying medical debt for pennies on the dollar and informs patients that they are free and clear of medical debts with no tax burden. Undue will leverage these dollars with other philanthropic dollars to abolish medical debt for eligible Flint residents. To date medical debt relief contracts have been established with the following government jurisdictions:

Cook County, Illinois	(\$12 million)
Toledo, Ohio	(\$800,000)
Lucas County, Ohio	(\$800,000)
New Orleans, Louisiana	(\$1.3 million)
Cleveland, Ohio	(\$1.9 million)
Washington, D.C.	(\$1 million)
Akron, Ohio	(\$500,000)
Oakland County, Michigan	(\$2 million)
State of Arizona	(\$20 million)
State of New Jersey	(\$8 million)
State of Connecticut	(\$6.5 million)
Cincinnati, Ohio	(\$1.45 million)
St. Paul, MN	(\$1.1 million)
Orange County, FL	(\$4.5 million)

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



CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

N/A

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

Undue Medical Debt offers significant potential benefits to Flint residents struggling with medical debt. By purchasing debt for pennies on the dollar, Undue can eliminate the financial burden for those who qualify, freeing up their limited resources for necessities like housing, food, and transportation. This can lead to improved mental and physical health by reducing stress and anxiety associated with overwhelming debt. Additionally, eliminating medical debt can help individuals rebuild their credit and access future financial opportunities. For the city of Flint, Undue's work could mean a healthier and more financially stable population, contributing to overall economic growth and well-being. By removing the crushing weight of medical debt, residents may experience renewed hope and the ability to participate more fully in their community. This initiative could also lessen the strain on local social services that often assist those struggling with medical debt.

Section IV: 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 recommends reallocating \$50,000 of ARPA funds, previously obligated for revenue replacement, to provide funding to Undue Medical Debt

Account	Description	Amount
101-612.013-801.000	Undue Medical Debt	\$50,000



240449-T

RESOLUTION NO.: _____

PRESENTED: 10-9-2024

ADOPTED: _____

**RESOLUTION TO UTILIZE ARPA FUNDS FOR MENTAL HEALTH SERVICES
SUPPORT TO INVOLVED DAD FOR \$36,000.00**

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

WHEREAS, Flint City Council recommends reallocating \$36,000.00 in ARPA funding, previously obligated for revenue replacement, for InvolvedDad for Mental Health and Services Support; and

WHEREAS, InvolvedDad has utilized its resources to assist the citizenry of the City of Flint by providing fatherhood courses, domestic violence classes, therapeutic sessions, and helping to create a safer and more supportive family environment; therefore

Funding is to come from the following account:

Account Number	Account Name / Grant Code	Amount
101-612.005-801.000	Mental Health Referrals and Services Support	\$36,000.00

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary, including executing any necessary agreements, to allocate ARPA funding to InvolvedDad in the amount of \$36,000.00 to be used for Mental Health Services Support. 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 / A0316

CLYDE D EDWARDS / A0316 (Oct 1, 2024 13:30 EDT)

Clyde D. Edwards, City Administrator

For the City Council:

Approved as to Form:

J. Kuptz

Joseph Kuptz (Oct 1, 2024 12:25 EDT)

Joseph Kuptz, Acting City Attorney

Approved as to Finance:

Phillip Moore

Phillip Moore (Oct 1, 2024 12:40 EDT)

Phillip Moore, Chief Financial Officer



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

TODAY'S DATE: September 23, 2024

BID/PROPOSAL# N/A

AGENDA ITEM TITLE: RESOLUTION TO UTILIZE ARPA FUNDS FOR MENTAL HEALTH SERVICES SUPPORT TO INVOLVEDDAD FOR \$36,000.00

PREPARED BY: Nicholas Byard

VENDOR NAME: InvolvedDad

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

As a fatherhood organization, InvolvedDad sees it as their responsibility to educate men/fathers about the harmful thinking and behaviors that negatively affect women and children. InvolvedDad has utilized its resources to assist the citizenry of the City of Flint by providing fatherhood courses, domestic violence classes, therapeutic sessions, and helping to create a safer and more supportive family environment.

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

Fiscal Year	Account	FY GL Allocation	FY PO Amount	FY Expensed	Resolution

No known previous allocations for this project.



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

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

One of InvolvedDad's priorities is to provide additional support and therapeutic services to men who cause harm. As a fatherhood agency, they are deeply committed to family reunification, with a strong focus on restoring relationships between fathers, father figures, and their children. Through their holistic approach, they engage in conversations with mothers, female caregivers, and the courts. These discussions have revealed that many mothers leave these abusive men due to harmful living conditions. InvolvedDad attempts to reunify these families in a way that's healthy and supportive for both the parents and the children.

InvolvedDad's mission of cultivating a strong family unit is both beneficial to the community and to the City.

Section IV: FINANCIAL IMPLICATIONS:

IF ARPA related Expenditure:

Has this request been reviewed by E&Y Firm: YES NO IF NO, PLEASE EXPLAIN:

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
ARPA	Professional Services	101-612.005-801.000	General Fund	\$36,000.00
FY25 GRAND TOTAL				\$36,000.00

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 \$36,000.00

BUDGET YEAR 2

BUDGET YEAR 3

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



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

PRE-ENCUMBERED? YES NO REQUISITION NO:

ACCOUNTING APPROVAL: *[Signature]* Date: 09/20/20

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO

STAFF RECOMMENDATION: (PLEASE SELECT): APPROVED NOT APPROVED

DEPARTMENT HEAD SIGNATURE: *Emily Doerr*
Emily Doerr (Oct 4, 2024 12:18 EDT)
(Name, Title)



240405.1-T

RESOLUTION NO.: _____

PRESENTED: 10-09-2024

ADOPTED: _____

RESOLUTION APPROVING REALLOCATION OF \$324,000 IN ARPA FUNDS TO TREE REMOVAL MATCH FUNDS PROGRAM

BY THE CITY ADMINISTRATOR:

Whereas, 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; and

Whereas, the City Administration has proposed using ARPA funds for a Tree Removal Match Program that would help residents remove hazardous trees; and

Whereas, Residents would pay \$1,000.00 for said removal and the City of Flint would pay up to \$1,000.00. Residents that qualify for the HOPE criteria will receive up to \$1,000.00. The City Administration recommends reallocating \$324,000 of ARPA funds, previously obligated for revenue replacement, to the Tree Removal Match Funds Program.

Whereas, to receive the funds, the resident must use a licensed tree removal contractor per City of Flint regulations.

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

Account	Description	Amount
101-728.020-801.000	Tree Removal Match Funds Program	\$324,000

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 Tree Removal Match Funds Program in the amount not to exceed \$324,000.00. Said program will match up to \$1,000.00 for residents paying \$1,000.00 towards hazardous trees, except in the instance that a resident qualifies for HOPE program criteria will receive up to \$1,000.00. 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:

CLYDE D EDWARDS / A0300a
CLYDE D EDWARDS / A0300a (Oct 8, 2024 15:57 EDT)
Clyde D. Edwards, City Administrator

For the City Council:

Approved as to Form:

Approved as to Finance:



CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

JK

Joseph Kuptz (Oct 8, 2024 14:14 EDT)

Joseph Kuptz , City Attorney

Philly Moore

Phillip Moore (Oct 8, 2024 15:44 EDT)

Phillip Moore, Chief Financial Officer

PREPARED BY: Seamus Bannon

VENDOR NAME:

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

The City of Flint Tree Removal Match Funds program will enhance public safety and protect property. Through this initiative, the city will provide up to \$1,000.00 in matching funds to residents who invest in removing hazardous trees on their properties. Residents that meet HOPE program criteria will be given up to \$1,000 towards removal of a hazardous tree. The program aims to address the risks posed by trees that threaten both people and structures. By partnering with residents, Flint seeks to encourage proactive maintenance and reduce potential hazards. The matching funds will cover a portion of the expenses incurred by homeowners for tree removal. This collaborative effort is designed to improve overall community safety and mitigate risks associated with dangerous trees. The initiative reflects Flint's commitment to investing in the well-being and security of its residents.

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

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

The Tree Removal Match Funds program will significantly enhance the safety of Flint residents by reducing the risk of dangerous trees falling on homes or infrastructure. By sharing the cost of tree removal with residents, the program makes it more affordable for homeowners to address potential hazards. This proactive approach helps prevent property damage and personal injury, contributing to a safer community environment. Additionally, the program encourages property upkeep, which can improve neighborhood aesthetics and overall property values. Ultimately, this initiative fosters a collaborative effort between the city and its residents to create a more secure and visually appealing urban landscape.

240446-T



RESOLUTION NO.: _____

PRESENTED: 10-9-2024

ADOPTED: _____

RESOLUTION AUTHORIZING SALE OF 3218 WOLCOTT ST

The City of Flint owns residential real estate located at 40-10-229-017, commonly known as 3218 Wolcott St [Legal Description: ELDORADO VISTA LOT 41; ALSO WLY 12 FT OF LOT 42; ALSO PART OF LOT 40 DESC AS: BEG AT SELY COR OF SD LOT; TH WLY ALG NLY LINE OF WOLCOTT ST. TO A PT 13.0 FT WLY FROM SELY COR OF SD LOT; TH NLY TO A PT ON NLY LINE OF SD LOT, 12.93 FT WLY FROM NELY COR OF SD LOT; TH ELY ALG SD NLY LINE TO NELY COR OF SD LOT; TH SLY ALG ELY LINE OF SD LOT TO BEG.] and was acquired from the Genesee County Treasurer in 2017 as a tax foreclosure.

The last private owner(s), Markela Wilson, has offered to purchase this property for the sum of \$8,677.11 on an AS-IS basis, with the City to convey the property by quitclaim deed, and the buyer(s) to pay any closing or recording fees.

IT IS RESOLVED that the appropriate City Officials are authorized to do all things necessary to enter into and complete the sale of property commonly known as 3218 Wolcott St [Legal Description: ELDORADO VISTA LOT 41; ALSO WLY 12 FT OF LOT 42; ALSO PART OF LOT 40 DESC AS: BEG AT SELY COR OF SD LOT; TH WLY ALG NLY LINE OF WOLCOTT ST. TO A PT 13.0 FT WLY FROM SELY COR OF SD LOT; TH NLY TO A PT ON NLY LINE OF SD LOT, 12.93 FT WLY FROM NELY COR OF SD LOT; TH ELY ALG SD NLY LINE TO NELY COR OF SD LOT; TH SLY ALG ELY LINE OF SD LOT TO BEG.] for the cost of \$8,677.11 and convey the property by quitclaim deed to Markela Wilson. Revenue realized from the sale of this property shall be deposited into the general fund.

IT IS FURTHER RESOLVED, that the City Clerk shall, within thirty (30) days of this action, record a certified copy of this resolution with the Register of Deeds for Genesee County and forward a certified copy of said resolution to the State Treasurer.

For the City

Clyde D. Edwards / A0315
Clyde D. Edwards / A0315 (Oct 1, 2024 16:19 EDT)
Clyde Edwards, City Administrator

For City Council

APPROVED AS TO FORM:

JK
Joseph Kuptz (Oct 1, 2024 13:32 EDT)
Joseph Kuptz, Acting City Attorney

APPROVED AS TO FINANCE:

Phillip Moore
Phillip Moore (Oct 1, 2024 13:30 EDT)
Phillip Moore, Chief Financial Officer



RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: *September 30, 2024*

AGENDA ITEM TITLE: **RESOLUTION AUTHORIZING SALE OF 3218 WOLCOTT ST**

PREPARED BY: *Emily Doerr, Director, Business and Community Services*

BACKGROUND/SUMMARY OF PROPOSED ACTION:

Flint City Council chose to move ownership of this foreclosed property from the County Treasurer to the City of Flint (instead of the Genesee County Land Bank). The previous owner of record, Markela Wilson, has remained living in the house and now the City of Flint would like to sell the house to them for the taxes owed at the time of foreclosure (\$8,068.56) plus the outstanding water balance (\$578.55) on the property, plus a \$30 title transfer fee for a total of \$8,677.11 to be paid in the form of a cashier's check or money order at closing. \$500 as an earnest money deposit has been received by the City. Your packet contains the signed Purchase Agreement. The transaction will occur via Quit Claim Deed.

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:

This sale will remove this property from City ownership (and thus liability) to the previous owners of record who purchased the property and due to financial hardship, lost the property to tax foreclosure. However they have remained in the house and continued to maintain it.

FINANCIAL IMPLICATIONS:

Revenue realized from the sale of this property shall be deposited into the general fund.

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
B&CS	Revenue/Sale-City Land	101-701.000-673.100	DNA	\$8,667.11
FY24 GRAND TOTAL				\$8,667.11

PRE-ENCUMBERED? YES NO REQUISITION NO: *Not applicable*

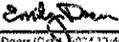
ACCOUNTING APPROVAL: *Carissa Dotson* Date: 10/01/20.
Carissa Dotson (Oct 1, 2024 12:29 EDT)

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO

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

STAFF RECOMMENDATION: (PLEASE SELECT): APPROVED NOT

APPROVED

DEPARTMENT HEAD SIGNATURE: 
Emily Doerr (Oct 1, 2024 12:46 EDT)



Emily Doerr (Oct 1, 2024 12:46 EDT)

Emily Doerr, Director, Business and Community Services



RESOLUTION NO.: 240447-T

PRESENTED: 10-9-2024

ADOPTED: _____

PROPOSAL #23000542

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO MICHIGAN FENCE COMPANY FOR POLICE DEPARTMENT FENCE
CHANGE ORDER FOR GATE INSTALLATION**

WHEREAS, The City of Flint Division of Purchases & Supplies solicited proposals on behalf of the Police Department for fencing to secure the parking lots surrounding employee and department vehicles at the City of Flint Police Department via P23000542.

WHEREAS, The Police Department awarded the lowest qualified bidder, Michigan Fence Company, Flint, MI to be awarded for this contract, and City Council authorized this contract by adopting Resolution #230290 on August 28, 2023 in the amount no to exceed \$50,118.20 using allocated ARPA Building Addition & Improvement funds.

WHEREAS, The final phase of this fencing is to install a gate to secure the fencing's perimeter. Michigan Fence has provided a quote of \$27,996.00 for the gate as the original installers of the fencing last year.

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

Account Number	Account Name/ Grant Code	Amount
*287-305.701-976.000	Building Additions & Improve/FUSDT-CSLFRF	\$21,242.00
101-301.000-977.000	Police Department Equipment	\$6,754.00
	FY2025 TOTAL	\$27,996.00

IT IS RESOLVED, That the Appropriate City Officials are hereby authorized to enter into a change order with Michigan Fence Company for the installation of the gate on the Police Department Fence in an amount not to exceed \$27,996.00 for FY25 (07/01/24-06/30/25) for an overall project total not to exceed \$78,114.20. Before ARPA funds are distributed, The City of Flint ARPA administration, compliance and implementation firm shall review and ensure compliance with the latest US Department of Treasury final rules. The referenced allocated ARPA Funds for this project will be paid from the American Rescue Plan Act Fund (287).

APPROVED AS TO FORM:

JK
Joseph Kuptz (Oct 2, 2024 12:36 EDT)
Joseph Kuptz, Acting City Attorney

APPROVED AS TO FINANCE:

Phillip Moore
Phillip Moore (Oct 2, 2024 12:30 EDT)
Phillip Moore, Chief Financial Officer

FOR THE CITY OF FLINT:

CLYDE D EDWARDS / A0312
CLYDE D EDWARDS / A0312 (Oct 2, 2024 14:39 EDT)
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:

Lauren Rowley
Lauren Rowley, Purchasing Manager



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

TODAY'S DATE: 09/30/2024

BID/PROPOSAL# 23000542 (Resolution Number 230290)

AGENDA ITEM TITLE: POLICE DEPARTMENT GATE INSTALLATION

PREPARED BY: Candice Smith – Police Department

VENDOR NAME: MICHIGAN FENCE COMPANY

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

The Police Department is requesting Purchasing to approve a Purchase Order in the amount of \$27,996.00 to install the gate for the 8-guage fence that has already been installed. This installation was approved under Adopted Resolution 230290.

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

Fiscal Year	Account	FY GL Allocation	FY PO Amount	FY Expensed	Resolution
2024	Building Additions & Improve	287-305.701-976.000	\$50,118.20	\$48,758	230290

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

This fence is needed to secure the parking lots surrounding employee and department vehicle parking for the City of Flint Police Department.

Section IV. FINANCIAL IMPLICATIONS:

IF ARPA related Expenditure:

Has this request been reviewed by E&Y Firm: YES NO IF NO, PLEASE EXPLAIN:

N/A

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:



MICHIGAN FENCE COMPANY, INC.

G-3059 West Hill Rd.
Flint, MI 48507

Phone: (810) 235-4581
Fax: (810) 235-9348

May 21, 2024

City of Flint Police Department
210 E. Fifth Street
Flint, Michigan 48502

RE: Gate Operators

Dear Tyrone Booth,

We appreciate the opportunity to present this proposal for your fence requirements. The following is a brief description of the materials to be supplied by Michigan Fence Company, Inc.

Furnish and install two (2) IHSL24UL LiftMaster commercial gate operators with heaters, safety edges front & back, and loop detectors. Supply gooseneck stand for electrician to install controls. Install four (4) 4" Sch40 bollards for protection of gooseneck.

Labor & Material

\$27,996.00

To accept this proposal, please sign, date, and return by fax or mail.

Signed by _____ Date _____

Due to the changes happening within the current steel market, prices are subject to change according to the market. Electrical service to operator and conduit to the keypad or gooseneck stand is not included in this estimate and is provided by others.

The price quoted above is only for the listed material and footages and any changes will result in a change in price.

PLEASE NOTE THAT THE PROPERTY OWNER IS RESPONSIBLE TO MARK ALL PROPERTY LINES AND TO OBTAIN ANY AND ALL PERMITS NECESSARY.

Installer shall call Miss-Dig for location of underground utilities; however, the customer is responsible for the location and marking of all other buried cables and/or any underground obstructions not designed by Miss-Dig. Some of these cables and/or obstructions may be, but are not limited to, cable TV lines, underground sprinkler lines, swimming pool electrical and water lines, and electrical, gas, or telephone lines.

Once again, we appreciate this opportunity to present you with this proposal. We look forward to hearing from you.

Sincerely,

Jason Stefanik



Pride In Fencing Since 1955



230290



RESOLUTION NO.: _____

PRESENTED: AUG 23 2023

ADOPTED: AUG 28 2023

Proposal #23000542

BY THE CITY ADMINISTRATOR:

RESOLUTION TO MICHIGAN FENCE COMPANY FOR AN 8-GAUGE BLACK CHAIN LINK FENCE FOR THE POLICE DEPARTMENT

The Division of Purchases and Supplies solicited proposals for fencing to secure the parking lots surrounding employee and department vehicle parking for the City of Flint Police Department and the Water Service Center. Three sealed proposals were received and:

The Police Department has recommended, that the lowest bidder Michigan Fence Company, 3059 W. Hill Road, Flint, MI be awarded the contract for these said services:

The Police Department is requesting a contract with Michigan Fence Company for \$50,118.20, in an FY24 amount not to exceed \$50,118.20. The bid was for \$45,562.00 and would like to include a ten percent contingency of \$4,556.20 for unforeseen circumstances.

Account Number	Account Name	Amount
287-305.701-976.000	ARPA - Building Additions & Improve	\$50,118.20

IT IS RESOLVED, that the Proper City Officials, upon City Council's approval, are hereby authorized to enter into a contract with Michigan Fence Company for fencing services, for a total not to exceed \$50,118.20, for FY24 (07/01/23 - 06/30/24).

APPROVED AS TO FORM

William Kim (Jul 19, 2023 09:25 EDT)

William Kim, City Attorney

APPROVED AS TO FINANCE:

Jane Mager (Jul 20, 2023 09:33 EDT)

Jane Mager, Acting Chief Financial Officer

FOR THE CITY OF FLINT:

Clyde D. Edwards (Jul 20, 2023 19:19 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING

Christopher Mumby, Interim Purchasing Manager

240450-T



RESOLUTION NO.: _____

PRESENTED: 10-9-2024

ADOPTED: _____

Resolution Approving Lease Extension for 4813 Clio Road

The City of Flint wishes to enter into an agreement to extend the lease for 4813 Clio Road, a property located in Hallwood Plaza, which currently serves as a customer service center on the north side of the City of Flint. This customer service center allows residents of Flint's north side to have greater access to city services, including but not limited to payment of water bills and other City fees, as well as access to the City's public health office. This also includes a police mini-station.

The proposed lease extension runs from January 1, 2025 through December 31, 2029, and will cost the City \$5,000.00/month plus associated operational costs. Total costs, including associated costs, utilities, insurance, and other operational/facilities expenses, are projected to be less than \$116,000 per annum. Funding for this lease and the associated costs will be provided from account number 265-310.206-801.000.

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary to execute a lease extension for 4813 Clio Road, with an amount including associated costs, utilities, insurance, and other operational/facilities expenses, not to exceed \$116,000.00 per annum, and to allocate available Police Forfeiture funds to appropriate the funding for revenue and expenditure in future fiscal years' budgets, in the amount of \$116,000 per annum, account number 265-310.206-801.000, with the ability to roll over any funds remaining to subsequent fiscal years through Dec. 31, 2029.

FOR THE CITY:

Clyde D. Edwards / A0319
Clyde D. Edwards / A0319 (Oct 3, 2024 10:12 EDT)

Clyde Edwards, City Administrator

FOR THE CITY COUNCIL

APPROVED AS TO FORM:

JK
Joseph Kuptz (Oct 3, 2024 08:44 EDT)

Joseph N. Kuptz, Acting City Attorney

APPROVED AS TO FINANCE:

Phillip Moore
Phillip Moore (Oct 3, 2024 10:02 EDT)

Phillip Moore, Chief Financial Officer



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

TODAY'S DATE: October 2, 2024

BID/PROPOSAL# N/A

AGENDA ITEM TITLE: Resolution Approving Lease Extension for 4813 Clio Road

PREPARED BY: Joseph N. Kuptz, Acting City Attorney

VENDOR NAME: Hallwood Plaza LLC

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

The City of Flint wishes to enter in an agreement to extend the lease for 4813 Clio Road, a property located in Hallwood Plaza, to continue the operation of a customer service center on the north side of the City of Flint. This customer service center allows residents of Flint's north side to have greater access to city services, including but not limited to the payment of water bills and other City fees, as well as access to the City's public health office. This also includes a police mini-station.

The proposed lease extension runs from January 1, 2025, through December 31, 2029, and will cost the City \$5,000.00/month plus associated costs. Total costs, including associated costs, utilities, insurance, and other operational/facilities expenses, are projected to be less than \$116,000 per annum.

Funding for this lease will come from the drug forfeiture funds received to date, in an amount of \$116,000.00, from 265-310.206-801.000.

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

Fiscal Year	Account	FY GL Allocation	FY PO Amount	FY Expensed	Resolution
2024 12/1/23- 6/30/24	265-310.206-801.000	\$54,000.00	\$54,000.00	\$38,630.55	230402
2025 7/1/24- 12/31/24	265-310.206-801.000	\$54,000.00	\$54,000.00	\$33,111.90	230402

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

The customer service center allows greater access to City of Flint residents who reside or do business on the north side of the City, including payment of water bills and other City fees and the City's public health office, among other services.



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

Section IV: FINANCIAL IMPLICATIONS:

IF ARPA related Expenditure:

Has this request been reviewed by E&Y Firm: YES NO IF NO, PLEASE EXPLAIN:

N/A

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
Police	Professional Services January 1 – June 30	265-310.206-801.000	N/A	\$58,000.00
FY25 GRAND TOTAL				\$58,000.00

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 (FY25) - \$58,000.00

BUDGET YEAR 2 (FY26) - \$116,000.00

BUDGET YEAR 3 (FY27) - \$116,000.00

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

PRE-ENCUMBERED? YES NO REQUISITION NO:

ACCOUNTING APPROVAL: Angela Amerman Date: _____
Angela Amerman (Oct 3, 2024 09:41 EDT)

WILL YOUR DEPARTMENT NEED A CONTRACT? YES X NO

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

DEPARTMENT HEAD SIGNATURE: Clyde D. Edwards / A0319
Clyde D. Edwards / A0319 (Oct 3, 2024 10:12 EDT)

Clyde Edwards, City Administrator

Commercial Lease for City Of Flint, Michigan for 4813 Clio Rd Flint Michigan

THIS LEASE is made and entered into as of the 1st day of December, 2023 (the "Effective Date") by and between Hallwood Plaza LLC ("Landlord") and City of Flint ("Tenant")

WITNESSETH:

For and in consideration of the rents and covenants hereinafter set forth, Landlord hereby leases to Tenant and Tenant hereby rents from Landlord the following-described Premises upon the following terms and conditions:

ARTICLE I PREMISES

1.1 Premises. Landlord, for and in consideration of the rents, covenants and agreements hereinafter set forth and hereby agreed to be paid, kept, and performed by Tenant, does hereby lease to Tenant, and Tenant hereby leases from Landlord, an approximately 4445 square foot portion of the building located in the commercial shopping center (the "Shopping Center") located at 4813 Clio Rd. 48504 (the "Premises"). The location of the Premises in the Shopping Center is depicted on the Site Plan attached hereto as Exhibit "A."

ARTICLE II TERM

2.1 Term. The Lease is defined as a period of one year and one month from the Rent Commencement Date (the "Term").

2.2 Rent Commencement Date: Starting on the Commencement Date, which is the date of the execution of this lease, defined as Effective Date, and continuing till Dec, 31st, 2024, the Tenant shall be required to pay the Rent (as hereinafter defined) payments during this time. Tenant's obligation to pay Rent shall commence on the execution date (the "Rent Commencement Date").

2.3 Lease Extension Option: Tenant will have two options to extend the lease on these terms of 5 years each. Tenant must notify Landlord 3 months in advance of lease expiration in order to exercise these extension options.

ARTICLE III RENT

3.1 Base Rent. Starting on the Rent Commencement Date, Tenant shall pay to Landlord without demand, deduction, or offset as Base Rent for the Premises as follows:

Lease Commencement Date through Dec 31st, 2024: \$4500.00 monthly Rent; plus, share of operation costs as defined in 3.2.

Extension Options:

Option 1: First 5 years: Base Rent \$5500 plus, share of operation costs as defined in 3.2.

Option 2: Second 5 years: Base Rent \$6500 plus, share of operation costs as defined in 3.2.

Monthly installments payable by the first (1st) day of each calendar month during the Term (base rent shall be further amended as follows). In the event the Term commences or ends on a day other than the first day of the calendar month, then the Base Rent for such partial month shall be pro-rated in proportion to the number of days the Lease is in effect during such month, and such rental shall be paid upon the commencement of such period. Tenant is required to report store sales monthly.

3.2 Lessee's Share of Operating Expenses. Lessee shall be responsible for its pro-rata share of operating expenses for the Shopping Center. Operating expenses for the Shopping Center for these purposes shall include, but not be limited to, all costs of administration, operation, repair, maintenance, replacement, real estate taxes, assessments, and insurance costs of the Shopping Center (except as otherwise provided herein). This amount is estimated at approximately \$2.75 a sq foot which equal to \$1018.65/month and subject to year-end adjustment as the final operating expenses get calculated by the landlord (the term Base Rent and any other payments due to landlord under Sections 3.2 and 3.3 or anywhere else in this Lease shall be defined as "Rent") Tenant shall pay its share of expenses together with the Base Rent to the landlord on the monthly basis. LANDLORD AND TENANT AGREE THAT TENANT WILL ONLY PAY FIXED MONTHLY AMOUNT OF \$1018.65 AS THE TENANT SHARE OF THE OPERATING EXPENSES OF THE CENTER THROUGH THE LEASE END DATE OF DEC,31,2024 . IF TENANT RENEWS THE LEASE AFTER DEC,31,2024 THEN LANDLORD AND TENANT WILL AGREE ON A NEW AMOUNT FOR THE TENANT SHARE OF OPERATING EXPENSES.

3.3 Late Charge. A late charge of Three hundred (\$300) dollars per month may be assessed at Landlord's option, as additional rent in the event that any Rent Payment is not paid within fifteen (15) days after the same shall be due and payable. In addition, any and all delinquent Rent Payments, additional rent and all other sums payable hereunder shall bear interest at the rate of the lesser of (i) twelve percent (12%) per annum or (ii) the highest rate allowable under law from the date of delinquency until paid. This provision shall in no way affect the right of Landlord to declare Tenant in default of this Lease for the failure to pay rent on the day that it is due.

ARTICLE IV SERVICES BY LANDLORD; REPAIR AND MAINTENANCE

4.1 Landlord Services Common Areas. Landlord shall maintain the public and common area: driveways, leads to the tenant space and designated parking area of the Shopping Center in good order and condition. Landlord shall be reimbursed by the tenant for expenses occurring from these services and Landlord shall make all necessary repairs to the common areas serving the Shopping Center. Notwithstanding the forgoing, if such damage is caused by the negligent acts or omissions of Tenant, its officers, agents, or employees, Tenant shall directly repair and shall bear the cost of such repairs, without landlord having to expense them and then be reimbursed by tenant

4.2 Landlord Services the Premises. No Landlord responsibility to the premises.

4.3 Tenant Repairs and Maintenance. Tenant shall be responsible for the repairs, maintenance and replacement associated with Tenant's space and its designated parking lot, as defined herein, as well as all interior repairs and all structural repairs. Tenant shall not injure the Premises or the Shopping Center or the common areas serving the Shopping Center but shall maintain the Premises and parking lot in a clean,

attractive condition and in good repair, normal wear and tear excluded. Tenant shall be responsible for cleaning of snow and trash for its space, sidewalk and its designated parking area.

4.4 Landlord's Entry Upon the Premises. Tenant agrees to permit Landlord and its authorized representatives to, upon twenty-four (24) hours of notice to Tenant, enter the Premises at all times during normal business hours for the purpose of inspecting same, making any necessary repairs to the Premises and performing any work therein necessary to comply with any laws, ordinances, rules or regulations of any public authority, fire rating bureau, or Landlord's insurer or that Landlord may deem necessary to prevent waste or deterioration to the Premises. Any such entry shall be so as to cause minimal inconvenience to Tenant. In addition, Landlord may, upon twenty-four (24) hours of notice to Tenant, enter upon the Premises during normal business hours to show the Premises to prospective purchasers, mortgagees and insurance representatives and may at any time during the last ninety (90) days of the Term, show the Premises to prospective Tenants.

ARTICLE V PURPOSE

5.1 Possession and Use. The Premises shall be occupied and used solely for the purposes of collection of city water and or tax bills and the use of a police station. Tenant shall not use or permit the Premises to be used for any other purpose or purposes without the prior written consent of Landlord. Tenant shall not allow any noise, smoke or odor to escape from the Premises in a manner which will disturb other occupants of the Shopping Center or occupy the Premises in such manner as to disturb the peaceful and quiet occupancy of the other tenants of the Shopping Center.

5.2 Parking and Common Areas. Tenant shall have the right to use the parking lots adjacent to the Shopping Center for itself, its employees, and invitees. Landlord shall retain exclusive control and management over the common areas serving the Premises and the Shopping Center, including but not limited to, all driveways, entrances, exits, roadways, parking areas, sidewalks and other features or facilities provided for the general use of all the tenants in the Shopping Center. Landlord shall have the right to establish, modify, change and enforce rules and regulations with respect to the use of said common areas provided that such rules and regulations are not inconsistent with this Lease or interfere with Tenant's business and Tenant agrees to abide by and conform with such rules and regulations. Nothing contained in this Lease shall be construed to prohibit Landlord from reconfiguring the parking lot or from constructing any structures on the parking lot or in the common areas, so long as Tenant maintains substantially the same amount of parking and continues to have adequate access, including Loading Dock Access, to the Premises.

ARTICLE VI UTILITIES AND PERSONAL PROPERTY TAXES

6.1 Utilities. Tenant shall make application for and arrange for the installation of all other utility services (including meters and connection fees) necessary for the use and occupancy of the Premises and Tenant shall be solely responsible for and promptly pay, as and when the same become due and payable, all connection charges, deposits, all charges for water, gas, electricity, telephone and any utility used or consumed in the Premises imposed by the utility company or authority providing same.

6.2 Personal Property and Business Taxes. Tenant shall pay before delinquent, all taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operation, as well as upon its trade fixtures, merchandise and other personal property in or upon the Premises.

ARTICLE VII
IMPROVEMENTS AND ALTERATIONS

7.1 Premises is As-Is. Landlord and Tenant agree that the Premises shall be taken in an as-is condition.

7.2 Tenant's Alterations. Tenant shall not make any alteration, addition or improvement of a permanent nature to the Premises without first obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld. Any such alteration, addition or improvement made by Tenant after such consent shall have been obtained shall be made only by those contractors and subcontractors approved by Landlord. Such work shall be performed strictly in accordance with all applicable building codes, governmental regulations and pursuant to validly issued permits required for such work. All improvements shall be expenses borne by the Tenant.

7.3 Mechanic's Liens. Tenant shall not permit any mechanics' lien to be filed against the fee of the Premises or against the Tenant's leasehold interest in the Premises by reason of work, labor, services or materials supplied or claimed to have been supplied to the Tenant or anyone holding the Premises through or under the Tenant, whether prior or subsequent to the commencement of the Term hereof. If any such mechanics' lien shall at any time be filed against the Premises and Tenant shall fail to remove same within thirty (30) days thereafter, it shall constitute a default under the provisions of this Lease.

ARTICLE VIII
INSURANCE AND LIABILITY

8.1 Tenant's Insurance. During the Term, Tenant shall, at Tenant's sole cost and expense, maintain comprehensive general liability insurance including contractual liability coverage against claims for injury, wrongful death or property damage occurring upon, in or about the Premises, with companies and in form acceptable to Landlord, with single limit coverage of not less than Two Million Dollars (\$2,000,000.00). In such policy or policies, Landlord shall be named as an additional insured, as its interest may appear and said policies shall contain a waiver of subrogation clause. Tenant shall be solely responsible for obtaining any fire, flood, or extended coverage insurance for trade fixtures, personal property and improvements of Tenant which may be located within the Premises and for all goods, commodities and material stored by Tenant in or about the Premises. Tenant shall also carry and maintain worker's compensation or employer's liability insurance in at least the minimum amounts required by law.

8.2 Mutual Waiver of Subrogation. Landlord and Tenant hereby waive the rights each may have against the other on account of any loss or damage occasioned to Landlord or Tenant, as the case may be, their respective property, the Premises or its contents arising from any risk insured against by Landlord or Tenant; and the parties each, on behalf of their respective insurance companies insuring the property of either Landlord or Tenant against any such loss, waive any right of subrogation that it may have against Landlord or Tenant, as the case may be. The release set forth in this paragraph shall apply only to the extent that such loss or damage is covered by insurance and only so long as the applicable insurance policies contain a clause or otherwise provide that this release shall not affect the right of the insured to recover under such policies.

8.4 Liability

(1) Tenant Indemnity. Intentionally Deleted

(2) Landlord Indemnity. Intentionally Deleted

ARTICLE IX
CASUALTY

9.1 Damage or Destruction. If the Premises shall be partially damaged by fire or other casualty insured under Landlord's insurance policies, then upon Landlord's receipt of the insurance proceeds, Landlord shall, except as otherwise provided herein, repair and restore the same (exclusive of Tenant's trade fixtures, decorations, signs and contents) substantially to the condition thereof immediately prior to such damage or destruction; limited, however, to the extent of the insurance proceeds received by Landlord. If by reason of such occurrence, (a) the Premises is damaged in whole or in part as a result of a risk which is not covered by Landlord's insurance; or (b) the Premises is damaged in whole or in part during the last twelve (12) months of the Term; or (c) the Premises is damaged or the Shopping Center is damaged (whether or not the Premises is damaged) to an extent of 50% or more of the then replacement value thereof; or (d) the Shopping Center is damaged (whether or not the Premises is damaged) to such an extent that the Shopping Center cannot, in the judgment of either party, be operated as an integral unit during the repair or restoration of said damaged areas, then, upon the occurrence of any of such events, either party may elect either to have Landlord repair the damage as aforesaid, or cancel this Lease by written notice of cancellation given to or by Tenant within thirty (30) days after the date of such occurrence, and thereupon this Lease shall cease and terminate as though the date of the notice were the date herein fixed for the expiration of the Term hereof. In addition to the foregoing, in the event the holder of any indebtedness secured by a mortgage or deed of trust covering the Premises requires that the insurance proceeds be applied to such indebtedness, then Landlord shall have the right to terminate this Lease by delivering a written notice of termination to Tenant within fifteen (15) days after such requirement is made by such holder. Upon the termination of this Lease as aforesaid, Tenant's liability for the Rent Payments hereunder shall cease as of the date of the casualty. Unless this Lease is terminated by either party as aforesaid, this Lease shall remain in full force and effect. If the casualty renders the Premises untenantable in whole or in part, a proportionate abatement of the Rent Payments shall be allowed from the date when the damage occurred until the date when the Premises are made tenantable or until the effective date of termination as herein provided, said abatement to be computed on the basis of the relation which the square foot area of the space rendered untenantable bears to the aggregate square foot area of the Premises. In no event shall the Landlord be required to restore any alterations, additions or improvements made by or for the Tenant and not required by this Lease to be furnished by Landlord, nor any trade fixtures, furniture, equipment or other property belonging to Tenant.

9.2 Major Destruction. Notwithstanding anything contained herein to the contrary, in the event the Premises are damaged by fire or other casualty so that the Premises cannot be restored within one hundred eighty (180) days after the commencement of the restoration work, then, in such event, Landlord and Tenant shall each have the option to terminate this Lease by delivering a written notice to the other within thirty (30) days of the occurrence of such damage or destruction. If Landlord and Tenant cannot agree on the number of days it will take to restore said Premises, the fact shall be determined by an architect mutually selected by Landlord and Tenant.

ARTICLE X
CONDEMNATION

10.1 Condemnation. In the event the Premises or any part thereof be taken in an eminent domain proceeding the following provisions shall be controlling:

(1) If the whole of the Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then and in that event the Term shall cease and terminate from the date of

title vesting in such condemning authority and Tenant shall have no claim against Landlord for the value of any unexpired term of said Lease.

(2) If any part of the Premises shall be condemned and such partial condemnation shall render the Premises unsuitable for the business of Tenant, at Tenant's sole discretion, then and in such event Tenant shall have the right to terminate this Lease by delivering a written notice of cancellation to Landlord, whereupon this Lease shall cease and terminate as of that date which is thirty (30) days after the date Landlord shall have received said notice of cancellation, and Tenant shall have no claim against Landlord for the value of the unexpired term of this Lease.

(3) In the event (a) any part of the Premises shall be condemned during the last year of the Term; or (b) a part of the Premises is condemned and the cost of restoring the Premises will exceed the proceeds of any condemnation award received by Landlord; or (c) any portion of the common areas or any portion of the Shopping Center is condemned (whether or not any portion of the Premises is condemned) to such an extent that the project cannot, in the judgment of Landlord, be operated as an integral unit during or following the repair or restoration work to the Shopping Center or common areas; or (d) the holder of any indebtedness secured by a mortgage or deed of trust covering the Premises requires that the condemnation proceeds be applied toward such indebtedness, then, in any of such events, Landlord may elect to cancel this Lease by written notice of cancellation given to Tenant, whereupon this Lease shall cease and terminate as of that date which is thirty (30) days following the date upon which Tenant shall receive said notice of cancellation.

(4) In the event of a partial taking or conveyance which does not give rise to a termination of the Lease pursuant to this subparagraph, then Landlord shall promptly restore the Premises, to the extent of condemnation proceeds available for such purpose, to a condition comparable to the condition at the time of such condemnation, less the portion lost in the taking and this Lease shall continue in full force and effect. In such event, the Rent Payments shall be reduced in the same proportion that the floor area of the Premises so taken or conveyed bears to the floor area of the Premises immediately prior to such taking or conveyance, such reduction commencing as of the date Tenant is required to surrender possession of such portion. For purposes of determining the amount of funds available for restoration of the Premises from the condemnation award, said amount shall be deemed to be that part of the award which remains after payment of all reasonable expenses incurred in recovering same and any amounts due to any mortgagee

(5) In the event of any condemnation or taking as hereinbefore provided, either whole or partial, Tenant shall not be entitled to any part of the award as damages or otherwise for such condemnation and Landlord is to receive the full amount of such award, the Tenant hereby expressly waiving any right or claim to any part thereof; except that Tenant shall be entitled to receive and retain any amounts which may be specifically awarded to it in such condemnation proceedings because of the taking of its trade fixtures and for relocation expenses. It is understood that in the event of the termination of this Lease as aforesaid, neither Landlord nor Tenant shall have any claim against the other for the value of any unexpired term of this Lease and Tenant shall have no right or claim to any part of the award on account hereof.

ARTICLE XI COMPLIANCE WITH LAWS

11.1 Code Compliance. Intentionally Deleted

11.2 Environmental Covenants. Intentionally Deleted

11.3 Bankruptcy. If a petition is filed by or against Tenant for relief under Title 11 of the United States Code, as amended (the "Bankruptcy Code"), and Tenant (including for purposes of this section Tenant's successor in bankruptcy, whether a trustee or Tenant as debtor in possession) assumes and proposes to assign, or proposes to assume and assign, this Lease pursuant to the provisions of the Bankruptcy Code to any person or entity who has made or accepted a bona fide offer to accept an assignment of this Lease on the terms acceptable to Tenant, then notice of the proposed assignment setting forth (a) the name and address of the proposed assignee, (b) all of the terms and conditions of the offer and proposed assignment, and (c) the adequate assurance to be furnished by the proposed assignee of its future performance under this Lease, shall be given to Landlord by Tenant no later than twenty (20) days after Tenant has made or received such offer, but in no event later than ten (10) days prior to the date on which Tenant applies to a court of competent jurisdiction for authority and approval to enter into the proposed assignment. Landlord shall have the prior right and option, to be exercised by notice to Tenant given at any time prior to the date on which the court order authorizing such assignment becomes final and non-appealable to take an assignment of this Lease upon the same terms and conditions, and for the same consideration, if any, as the proposed assignee, less any brokerage commission which may otherwise be payable out of the consideration to be paid by the proposed assignee for the assignment of this Lease. If this Lease is assigned pursuant to the provisions of the Bankruptcy Code, Landlord: (i) may require from the assignee a deposit or other security for the performance of its obligations under this Lease in an amount substantially the same as would have been required by Landlord upon the initial leasing to a Tenant similar to the assignee; and (ii) shall be entitled to receive as additional rent, any amounts received by Tenant in connection with such assignment. Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed without further act or documentation to have assumed all of the Tenant's obligations arising under this Lease on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Landlord an instrument confirming such assumption. No provision of this Lease shall be deemed a waiver of Landlord's rights or remedies under the Bankruptcy Code to oppose any assumption and/or assignment of this Lease, or to regain possession of the Premises if this Lease has neither been assumed nor rejected within sixty (60) days after the date of the order for relief. Notwithstanding anything in this Lease to the contrary, all amounts payable by Tenant to or on behalf of Landlord, under this Lease, whether or not expressly denominated as rent, shall constitute rent for the purposes of Section 502(b)(6) of the Bankruptcy Code.

ARTICLE XII LIENS

12.1 Liens. If the Premises or Tenant's leasehold interest therein shall at any time during the Term become subject to any mechanic's, laborer's or materialmen's lien based upon the furnishing of material or labor to Tenant on the Premises, Tenant shall cause the same, at Tenant's expense, to be discharged within thirty (30) days after notice thereof, unless the lien is then being litigated in good faith by Tenant, in which event Tenant shall indemnify and hold Landlord harmless from and against any such lien and shall secure Landlord to Landlord's satisfaction. Tenant shall have no authority or power, express or implied, to create or cause any lien, charge or encumbrance of any kind against the Premises or Landlord's ownership interest in the Premises.

ARTICLE XIII ASSIGNMENT & CONTINUITY

13.1 Assignment. Tenant shall not have the right to assign this lease to any entity that is or not owned by the Tenant at any time without Landlord approval. Any other attempted transfer, assignment, subletting, license agreement, change of ownership or hypothecation without Landlord's written consent, shall be void and confer no rights upon any third party. At least thirty (30) but no more than one hundred twenty

(120) days prior to the date on which Tenant desires any proposed assignment or sublease to be effective (the "Transfer Date") Tenant must submit a copy of the proposed sublease or assignment to Landlord for its approval, together with the following documents: (a) a detailed description of the portion of the Premises proposed to be sublet (which must be a single, self-contained unit (the "Space")); (b) a complete financial statement of the subtenant or assignee with an authorization to verify the same; (c) a declaration by the subtenant or assignee as to the type of business to be carried out and the number of employees to occupy the Space; (d) proof of payment of all leasing commissions, if applicable; and (e) executed lease estoppel certificates from Tenant and the proposed subtenant or assignee on a form provided by Landlord. Landlord shall not be required to approve any assignment or sublease to a person or entity who or which may create parking, traffic, noise or other problems within the Shopping Center, or is inconsistent with the image of the Shopping Center. If this Lease or any interest of Tenant herein shall be assigned, or if the whole or any part of the Premises shall be sublet, after having obtained Landlord's prior written consent thereto, Tenant of Tenant's obligations under this Lease, shall nevertheless remain fully liable for the full performance of all obligations under this Lease to be performed by Tenant, and Tenant shall not thereby be released in any manner. Landlord's interest in this Lease may be assigned by Landlord in connection with the sale or other conveyance of the Shopping Center and, upon such assignment, the obligations of Landlord hereunder shall become obligations solely of such assignee. Notwithstanding anything to the contrary herein, Tenant may assign, transfer, or sublet the Lease to an entity with the same underlying ownership as Tenant, without Landlord's consent.

ARTICLE XIV DEFAULT AND TERMINATION

14.1 Default. The following events shall be deemed to be events of default under this Lease: (a) if, more than three times during the Term, Tenant shall fail to make any payment of Base Rent or any other payment required to be made by Tenant hereunder, as the same shall become due and payable and shall not cure such failure within thirty (30) days after written notice thereof to Tenant (it being understood, however, that after Tenant has been delinquent in the payment of the Rent Payment on more than three occasions during the Term, Landlord shall no longer be required to provide Tenant with written notice of such default and a 30-day period within which to cure such default and Tenant shall be deemed to be in default of its obligations under this clause upon Tenant's failure to make any Rent Payment as and when due); (b) if Tenant shall fail to comply with any term, provision or covenant of this Lease, other than the Rent Payment, and shall not cure such failure within thirty (30) days after written notice thereof to Tenant (or, if any default is of a nature which requires more than 30 days to cure, if Tenant fails to commence such cure within 30 days after written notice of default and thereafter fails to diligently prosecute such cure to a completion within 90 days after written notice of default); (c) if either party shall become insolvent or shall make a transfer in fraud of its creditors, or shall make an assignment for the benefit of its creditors of Tenant's assets or Tenant's interest in this Lease; (d) if a receiver or trustee shall be appointed for all or substantially all of the assets of either party; (e) if either party breaches any of the terms and conditions of the Lease and fails to cure such breach within thirty (30) days written notice by the non-breaching party.

14.2 Remedies of Landlord. Upon the occurrence of any such event of default:

(1) Landlord may terminate this Lease, in which event Landlord may immediately repossess the Premises and be entitled to recover direct costs incurred by Landlord as a result of Tenant's default, not to exceed the amount of one year of Base Rent. Tenant shall thereupon surrender possession and vacate the Premises immediately, and deliver possession thereof to Landlord, and hereby grants to Landlord the full right to enter into and upon the Premises in such event with or without process of law and repossess the Premises and to expel or remove Tenant and any others who may be occupying the Premises and to

remove any and all property therefrom, without such entry constituting a trespass, eviction or forcible entry or detainer, and without relinquishing Landlord's right to collect any rent that may be or become due, or any other right to which Landlord may be entitled under this Lease or by operation of law.

(2) No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants of this Lease shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. Landlord shall have a duty to mitigate damages arising from Tenant's default under this Lease.

14.3 Remedies of Tenant. Upon the occurrence of a default by Landlord, Tenant shall have the option to either (i) cure Landlord's default and withhold Tenant's costs incurred in doing so from the Rent Payments, or (ii) terminate this Lease by providing thirty (30) days written notice to Landlord, in which case Tenant's obligations under this Lease, including the obligation to pay Rent Payments, shall cease upon the date of Tenant's notice.

ARTICLE XIV SUBORDINATION

15.1 Subordination. This Lease shall be subject to and subordinate to the lien of any mortgage or deed of trust which now constitutes a lien on the fee of the Premises and to any agreements at any time made by Landlord, modifying, supplementing, extending, or renewing any such mortgage or deed of trust. Prior to the Commencement Date of the Lease, Landlord shall use all reasonable efforts to deliver to Tenant a "Non-Disturbance Agreement" (as described below) from the holder of the lien of any mortgage or deed of trust which now constitutes a lien on the fee of the Premises. Further, Tenant agrees that upon the delivery to it by any future holder (a "Mortgagee") of any mortgage, deed of trust or other security instrument on the Premises or the Shopping Center (a "Mortgage") of a "Non-Disturbance Agreement" as described below, executed by a Mortgagee, that this Lease and Tenant's interest in this Lease shall be subordinated to such Mortgage hereafter encumbering the Premises, the land underlying the Premises and/or the Shopping Centers and to all renewals, modifications, replacements, consolidations, and extensions thereof. Tenant further agrees that in such event, it will execute and deliver the Non-Disturbance Agreement to Mortgagee. The "Non-Disturbance Agreement" referred to above, shall mean a subordination, non-disturbance and attornment agreement between Mortgagee and the Tenant in which Tenant attorns to, and subordinates its interest in this Lease, to the Mortgagee and its successors and assigns and which provides that in the event the Mortgagee, or its successor and assigns, or any purchaser at foreclosure (a "Successor") acquires title to the Premises, the land underlying the Premises and/or the Shopping Center pursuant to a foreclosure or other action or taking under any such Mortgage, that this Lease and the rights of Tenant hereunder shall continue in full force and effect so long as Tenant shall not be in default hereunder, and that the rights of Tenant under this Lease shall not be disturbed, diminished or interfered, except to the following extent: (i) the Successor shall not be liable for any act or omission of a prior landlord (including Landlord), (ii) the Successor shall not be subject to any offset or defenses which Tenant may have against any prior landlord (including Landlord), (iii) the Successor shall not be bound by any Base Rent Payment which Tenant might have paid more than one month in advance of the date due under the Lease to any prior landlord (including Landlord) for any period beyond the month in which the foreclosure or other action by Mortgagee occurs, and (iv) the Successor shall not be bound by any agreement or modification of the Lease obtained without the consent of the Successor.

15.2 Attornment. If any Mortgage is foreclosed for any reason and the Successor succeeds to the interest of Landlord under this Lease, Tenant shall be bound to such Successor under all the terms of this Lease

for the balance of the Term hereof remaining, with the same force and effect as if this Lease had been re-executed by Tenant and the Successor upon said foreclosure; and Tenant hereby attorns to the Successor as its landlord. Such attornment shall be effective and self-operative, without the execution of any further instrument, immediately upon the Successor succeeding to the interest of Landlord under this Lease. At the request of the Successor, Tenant shall enter into a new lease with the Successor containing identical terms of this Lease.

ARTICLE XVI SIGNS

16.1 Signs. No signs, advertisements or notices shall be placed by Tenant on the outside of the Shopping Center without the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall submit written signage proposals to Landlord. No sign, fixture, advertisement or notice shall be displayed, inscribed, painted or fixed by Tenant on any part of the inside of the Shopping Center or Premises without the prior written consent of Landlord, which shall not be unreasonably withheld.

ARTICLE XVII QUIET ENJOYMENT AND SURRENDER AND HOLDING OVER

17.1 Quiet Enjoyment. So long as Tenant shall observe and perform the covenants and agreements binding on it hereunder, Tenant shall peaceably and quietly have and enjoy possession of the Premises without any encumbrance or hindrance by, from or through Landlord, subject, however, to the terms of this Lease. This Lease is subject to all present conditions, restrictions and easements of record, to future conditions, restrictions and easements of record (to the extent such do not materially adversely affect Tenant's quiet enjoyment and use of the Premises), to present and future encumbrances of record, and to all applicable laws, ordinances and governmental rules and regulations. Tenant's rights under this Lease shall continue in the event of any sale or transfer to a new landlord and such new landlord will be subject to the terms of this Lease, except as set forth in 8.3(2).

17.2 Surrender and Holding Over. Upon the expiration of the Term, or upon an earlier termination of this Lease, Tenant shall surrender up peaceable possession of the Premises in the same condition as the Premises are in at the commencement of this Lease (but prior to the installation by Tenant of all items which Tenant is required to remove hereunder), reasonable wear and tear and casualty excepted. The Premises shall in all events be surrendered in an environmentally safe and clean condition. In the event that Tenant or any party holding under Tenant shall remain in possession of the Premises beyond the expiration of the Term or Extension Period, whether by limitation or forfeiture, such party's sole liability shall be to pay 1.5 times the Base Rent during holdover period.

Prior to termination of this Lease, or any extension thereof, if Tenant is not in default of any obligation or covenant under this Lease, Tenant may remove its inventory and equipment from the Premises and shall promptly repair any damage caused by such removal. In addition, approximately sixty (60) days prior to the termination of this Lease, Landlord shall inspect the Premises in the presence of Tenant for the purpose of identifying all fixtures and improvements made by, or at the direction of, Tenant which Landlord shall require be removed prior to the termination of the Lease (the "Designated Items"). The Designated Items may include, by illustration and not limitation, trade fixtures, and computer or telephone equipment and cable. Prior to the termination of the Lease, Tenant shall be required to remove all Designated Items. The obligations of Tenant under this Section shall survive the termination of this Lease.

ARTICLE XVIII

NOTICES

18.1 Notices. Any notice required or permitted to be given or served by either party to this Lease shall be deemed to have been given or served (i) when received if personally delivered or delivered by nationally recognized overnight courier service or (ii) three (3) days after deposit in the U.S. Mail, if sent by certified mail, return receipt requested, postage prepaid. All notices shall be addressed as set forth in paragraph 20.1 of the Lease Cover Page. The addresses may be changed from time to time by either party by serving notice to the other party in the manner above provided.

Tenant Mailing Address:

Landlord's Mailing Address:

280 Chestnut Street, Newark, NJ 07105, Attn: Morris Shasho

ARTICLE XIX ESTOPPEL CERTIFICATES

19.1 Estoppel Certificates. Within fifteen (15) days following any written request which Landlord may make from time to time, Tenant shall execute and deliver to Landlord a statement certifying: (a) the date of commencement of this Lease; (b) the fact that this Lease is unmodified and in full force and effect (or if there have been modifications hereto, that this Lease is in full force and effect, as modified, and stating the date and nature of such modifications); (c) the date to which the rental and other sums payable under this Lease have been paid; (d) the fact that there are no current defaults under this Lease by either Landlord or Tenant except as specified in Tenant's statement; and (e) such other matters requested by Landlord. Landlord and Tenant intend that any statement delivered pursuant to this paragraph may be relied upon by any mortgagee, beneficiary, purchaser or prospective purchaser of the Shopping Center or any interest therein. Tenant's failure to deliver such statement within such time shall be conclusive upon Tenant (a) that this Lease is in full force and effect, without modification except as may be represented by Landlord; (b) that there are no uncured defaults in Landlord's performance; and (c) that not more than one (1) month's rental has been paid in advance.

ARTICLE XX MISCELLANEOUS PROVISIONS

20.1 Partial Invalidity. If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

20.2 Attorneys' Fees. In the event that either Landlord or Tenant should bring suit under the terms of this Lease, and said movant shall prevail in any such suit, then the other party agrees to pay the prevailing party for all costs, expenses and reasonable attorneys' fees which may have been incurred in connection therewith.

20.3 Waiver of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES, WHETHER ARISING IN TORT, CONTRACT, UNDER ANY STATUTE, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. THE PARTIES INTEND THAT THE LIMITATIONS UNDER THIS SECTION 21.3 IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING

WITHOUT LIMITATION, THE NEGLIGENCE OR STRICT LIABILITY OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT, CONCURRENT, OR ACTIVE OR PASSIVE.

20.4 Brokers. Landlord and Tenant represents and warrants that no brokers were involved in this transaction and that there are no claims for brokerage commissions or finder's fees.

20.5 Rules. Landlord shall have the right, from time to time, to make, establish or promulgate reasonable rules and regulations with regard to the Premises and the common areas serving the Premises, provided such rules and regulations are not inconsistent with the terms of this Lease, and Tenant hereby covenants that it will observe, keep, and comply with such rules and regulations promulgated by Landlord.

20.6 Assignment by Landlord. The term "Landlord" as used in this Lease means only the owner at the time of the execution of this Lease, so that in the event of any sale of the Premises, the seller, transferor, or assignor shall be entirely relieved of all further obligations of Landlord herein occurring after the sale or transfer.

20.7 Sole Agreement/Execution. This Lease contains the entire agreement between the parties hereto and no term or provision hereof may be changed, waived, discharged, or terminated unless the same be in writing executed by Landlord and Tenant. This Lease

20.8 Michigan Law Governs. The law of the State of Michigan shall govern the performance and enforcement of this Lease.

20.9 Time of Essence. Time shall be of the essence in the performance of every term, covenant, and condition of this Lease.

20.10 Captions. The paragraph captions are inserted for convenience of reference and are in no way to be construed as a part of this Lease or as a limitation on the scope of the paragraph to which they refer.

20.11 Benefit. This Lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns. The Guarantee and liability of Tenant hereunder shall be joint and severe with Tenant Michael Mercure and the company America's Wholesale Outlet LLC.

20.12 Authority. Tenant, in the event that it is not an individual, hereby covenants and warrants that the person executing this Lease on behalf of Tenant is duly authorized by Tenant to sign and execute this Lease on its behalf, and this Lease is a valid and binding obligation of Tenant, enforceable in accordance with its terms.

20.13 Counterparts and Electronic Signatures. This Lease may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures. Landlord and Tenant agree that this Lease, any addendum thereto or any other document necessary for the consummation of the transaction contemplated by this Lease may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act ("E-Sign Act"), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act ("UETA") and any applicable state law. Any document accepted,

executed or agreed to in conformity with such laws will be binding on both Landlord and Tenant the same as if it were physically executed and the parties agree that this lease is valid with facsimile or electronic signatures.

IN WITNESS WHEREOF, the parties hereto have executed and sealed this Lease to be effective as of the day and date first above written.

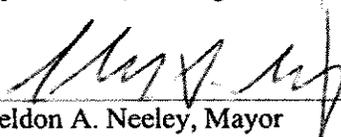
"LANDLORD"
Hallwood Plaza LLC



Morris Shasho

Date: 11-01-2023

"TENANT"
City Of Flint, Michigan



Sheldon A. Neeley, Mayor

Date: 11/20/23

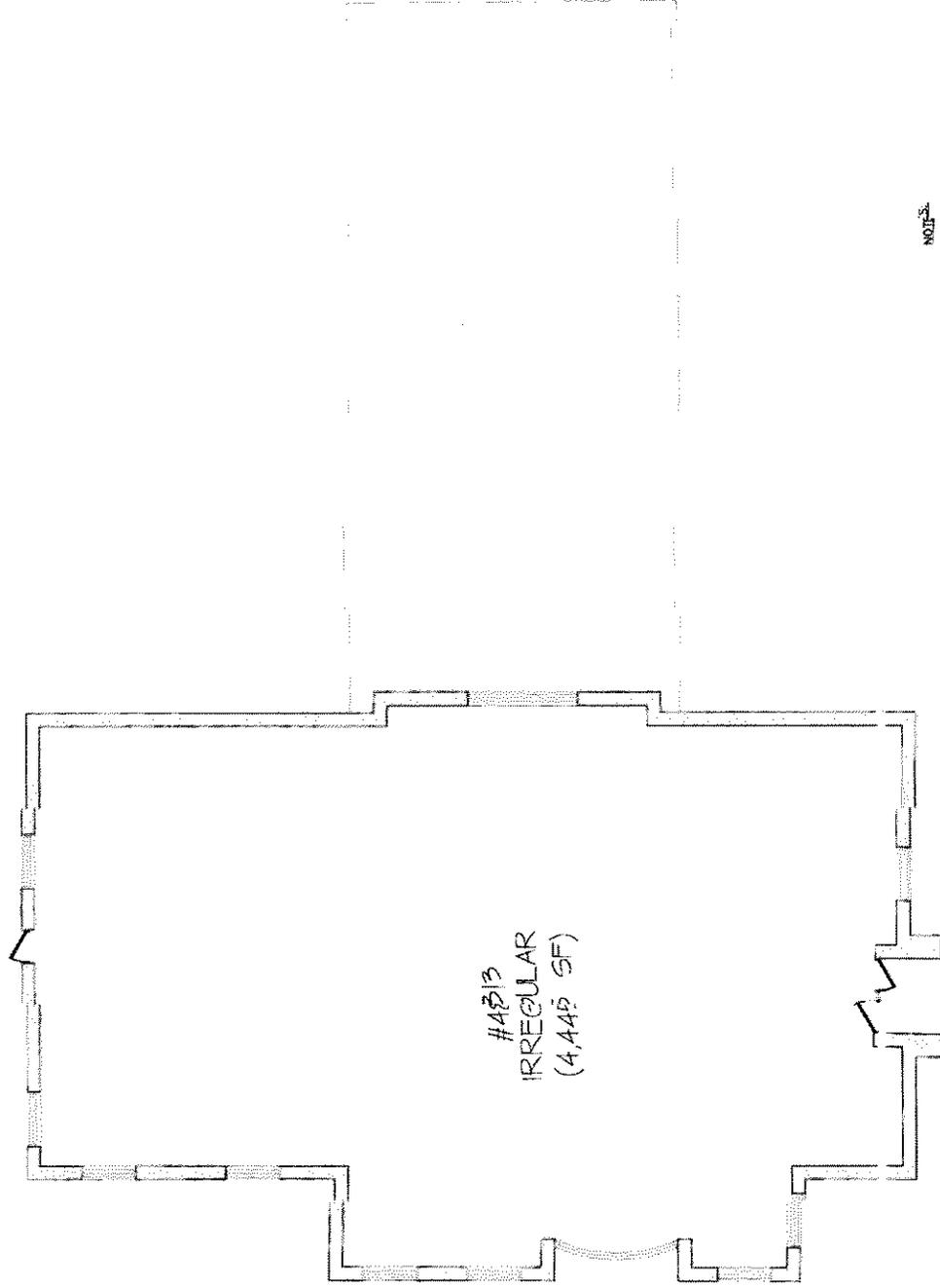
Approved as to Form:



William Y. Kim, City Attorney

HALLWOOD COMMONS

4813 CLIO ROAD



#4813
IRREGULAR
(4,448 SF)

Front of Building



FRONT OF BUILDING
NOT TO SCALE

NOTE:

1. REMAIN SPACE AREA CALCULATIONS WHERE EXISTING REMAINING WALLS ARE PRESENT DETERMINED BY MEASUREMENT TO THE CENTER OF REMAINING WALLS/PARTITIONS AND TO THE EXTERIOR FACE OF EXTERIOR WALLS.
2. DIMENSIONS INDICATED WITHIN THIS DRAWING ARE APPROXIMATE AND SHOULD BE ASSUMED BY A QUALIFIED PROFESSIONAL.
3. THE ORIENTATION OF THE INDICATED NORTH ARROW MAY NOT BE TRUE NORTH, BUT IS SUBSTANTIALLY NORTH. AS SUCH, IT IS CALLED NORTH AND IS NOT INTENDED FOR NAVIGATIONAL USAGE.
4. ALL DIMENSIONS ARE APPROXIMATE.



JMC MANAGEMENT, LLC.
A FULL SERVICE BROKERAGE AND MANAGEMENT FIRM

AMENDMENT TO COMMERCIAL LEASE

THIS AMENDMENT TO COMMERCIAL LEASE (this “Amendment”) is made this _____ day of _____, 2024, to be effective January 1, 2025 (the “Effective Date”) by and between **Hallwood Plaza LLC**, a Michigan limited liability company, having an address of 280 Chestnut Street, Newark, NJ 07105 (“Landlord”) and **City of Flint** (“Tenant”).

WHEREAS, Landlord and Tenant entered into a Lease dated December 1, 2023 (the “Lease”), for premises in the Shopping Center located at 4813 Clio Road, Flint, Michigan 48504 (the “Premises”); and

WHEREAS, the parties hereto have agreed to amend the Lease to modify the Term, the Base Rent and Lessee’s share of Operating Expenses as herein set forth.

NOW, THEREFORE, WITNESSETH, intending to be legally bound hereby, and in consideration of the promises and mutual covenants herein contained the parties do hereby agree as follows:

1. Term. The Term shall be extended for a period of five (5) years, commencing the Effective Date and ending December 31, 2029.

2. Base Rent. Commencing the Effective Date and continuing to the end of the Term, the monthly Base Rent payable by Tenant shall be Five Thousand Dollars (\$5,000.00).

3. Tenant’s Share of Operating Expenses. Section 3.2 of the Lease shall be amended to provide that Tenant’s 2025 share of Operating Expenses, as a flat monthly amount, shall be \$1111.25 (the “Operating Expenses”). The Operating Expenses shall be adjusted annually during the Term.

4. No Defaults. Each of Landlord and Tenant acknowledges and affirms that as of the date of this Amendment, neither Landlord nor Tenant, respectively, is in default under any of the terms, covenants, conditions or provisions of the Lease.

5. Authority. Tenant, in the event that it is not an individual, hereby covenants and warrants that the person executing this Amendment on behalf of Tenant is duly authorized by Tenant to sign and execute this Amendment on its behalf, and this Amendment is a valid and binding obligation of Tenant, enforceable in accordance with its terms

6. Counterparts and Execution. This Amendment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Amendment and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

7. Except as specifically modified by this Amendment, all of the terms, covenants and conditions of the Lease shall remain in full force and effect and shall be binding on the parties hereto, their successors and assigns. Capitalized terms not herein defined shall have the meaning as set forth in the Lease. In the event of any conflict between the terms of the Lease and this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have placed their hands as of the day and year first above written.

WITNESS:

LANDLORD:

Hallwood Plaza LLC

By _____

Name: Morris Shasho

Title: Managing Member

WITNESS:

TENANT:

City of Flint

By: _____

Name: _____

Title: _____

Approved as to Form

By: _____



RESOLUTION NO.: 240451-T

PRESENTED: 10-9-2024

ADOPTED: _____

PROPOSAL #25000501

BY THE CITY ADMINISTRATOR:

RESOLUTION TO SCENA ROOFING & SHEET METAL COMPANY, INC.
FOR CITY HALL WALKWAY REPAIR

WHEREAS, The City of Flint Division of Purchases & Supplies solicited proposals on behalf of the Facilities Maintenance Division for City Hall Walkway repairs via P25000501. Schena Roofing and Sheet Metal Co., Inc. was the lowest responsive bidder out of (4) qualified solicitations.

WHEREAS, The Walkway on the exterior of city hall (first floor outside lobby connecting to the Police Department) is in major disrepair. This project will include the replacement of the roofing system, flashings, and any necessary materials needed to make the walkway safe, sound and usable again.

WHEREAS, City Council adopted Resolution #230149 on May 22, 2023, authorizing the allocation of \$500,000.00 in ARPA funding for various efforts for City Hall building improvements and environmental remediation. This walkway project will utilize remaining funds from this allocation.

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

Account Number	Account Name/ Grant Code	Amount
*287-230.200-801.000	PROFESSIONAL SERVICES/FUSDT-CSLFRF	\$309,586.00
	FY25 GRAND TOTAL	\$309,586.00

IT IS RESOLVED, The appropriate City Officials are hereby authorized to enter into a contract with Schena Roofing & Sheet Metal Co., Inc. for the City Hall Walkway repair project in a base bid amount of \$244,636.00 plus a \$50,000.00 contingency for any potential unforeseen issues for an overall total amount not to exceed \$309,586.00 for FY2025 (07/01/24-06/30/25). Before ARPA funds are distributed, The City of Flint ARPA administration, compliance and implementation firm shall review and ensure compliance with the latest US Department of Treasury final rules. Funds will be paid from the American Rescue Plan Act Fund (287).

APPROVED AS TO FORM:

JK
Joseph Kuptz (Sep 24, 2024 10:41 EDT)
Joseph Kuptz, Acting City Attorney

APPROVED AS TO FINANCE:

PM
Phillip Moore (Sep 24, 2024 10:21 EDT)
Phillip Moore, Chief Financial Officer

FOR THE CITY OF FLINT:

CLYDE D EDWARDS / A0309
CLYDE D EDWARDS / A0309 (Sep 24, 2024 10:43 EDT)
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:

Lauren Rowley
Lauren Rowley, Purchasing Manager



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

TODAY'S DATE: September 23, 2024

BID/PROPOSAL# 25-501

AGENDA ITEM TITLE: Roof walkway replacement on the first floor of City Hall

PREPARED BY: Kathryn Neumann for Lee Osborne, Facilities Maintenance Operations Manager

VENDOR NAME: Schena Roofing & Sheet Metal

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

Bids were solicited for repairing the roof walkway that is located outside the doors of the first floor of City Hall. It runs the length of the mayor's offices and Customer Service, all the way towards the Police Department. This rubber walkway has been leaking into the basement of City Hall, especially in the Human Resources Department. The total amount requested also covers contingency fees, since there is a potential to find hidden damage once the existing rubber membrane is pulled up.

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

Fiscal Year	Account	FY GL Allocation	FY PO Amount	FY Expensed	Resolution
16	444-230.200-976.000		203,000	135,900	Emergency

This did not go to Council, it was an emergency purchase because there was the potential of a catastrophic roof collapse. The roof had been badly leaking for several years.

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

The benefits are that the leaking will stop in the Human Resources Department. They have endured several years of coming to work with the ceiling tiles fallen on the carpet, soaked and ruined paperwork and damage to electronic equipment.

Section IV: FINANCIAL IMPLICATIONS:

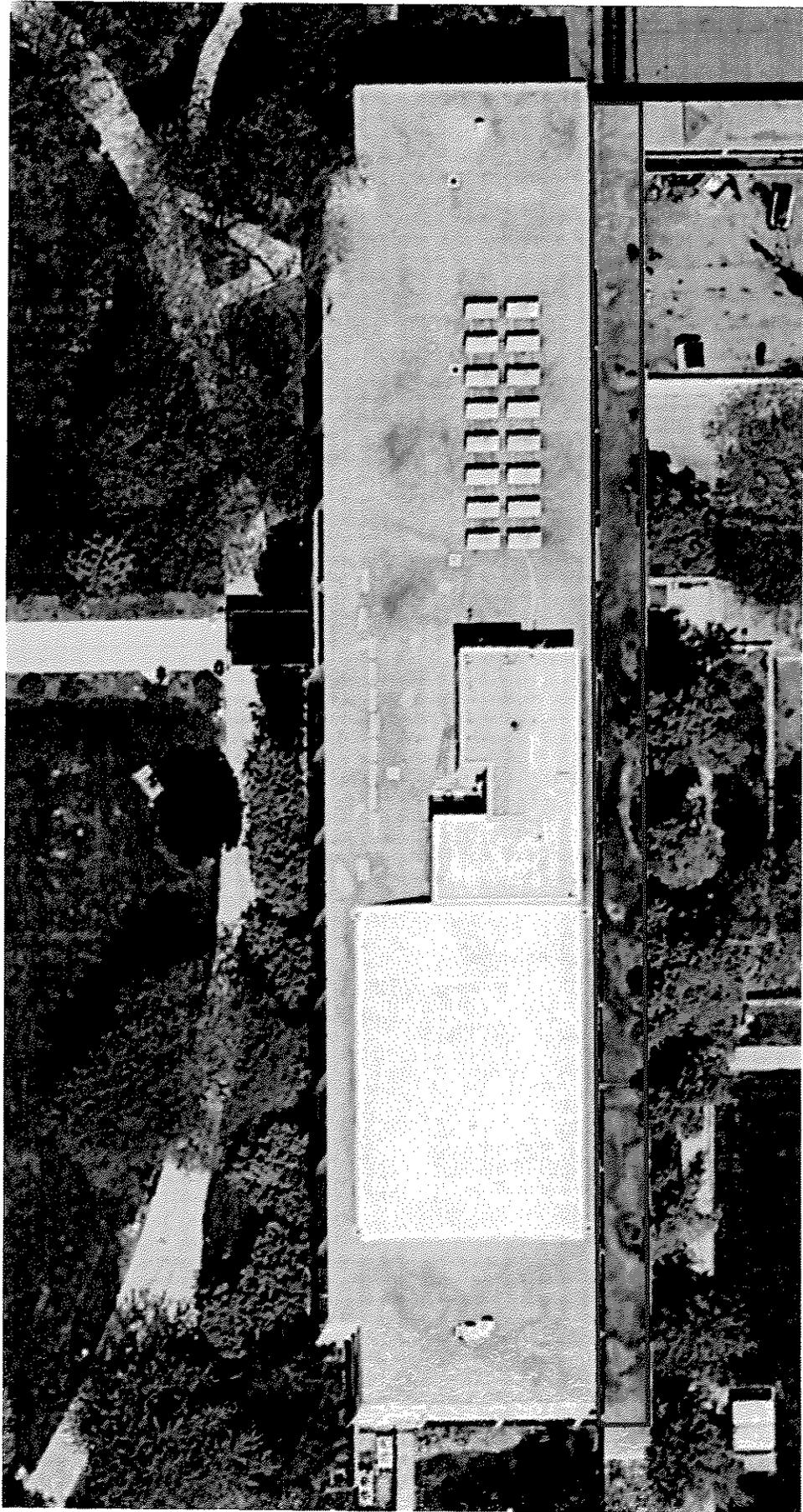
IF ARPA related Expenditure:

Has this request been reviewed by E&Y Firm: YES NO IF NO, PLEASE EXPLAIN:



CITY OF FLINT

Overall Campus - Priority



REVISION HIGH PRIORITY ROOF ASSETS	CITY HALL 1101 SACNAW ST. FLINT, MI 48502 SHEET: OF DATE JOB NUMBER: DWG BY: CHK BY:	 THE GARLAND COMPANY INC 3800 EAST 91st STREET - CLEVELAND, OHIO 44198-2197 PHONE (800) 321-9335 / FAX (216) 641-0633
--	--	--

BID FORM B
City of Flint
Roof Repair – City Hall Walkway
P25000501



COPY

To: City of Flint Department of Finance
Division of Purchases & Supplies
1101 Saginaw St.
Flint, MI 48502
Bid Due Date: August 13, 2024 @ 11:00 AM EST

Sealed bids are to be submitted to the above address by the time and date listed above. Bids received after the Due Date and Time will not be considered.

Pursuant to notices given, the undersigned proposes to furnish all materials and labor necessary to complete the replacement as described below and in strict accordance to the plans and specifications dated 7-3-24. I, the undersigned, having familiarized myself with the attached Contract Documents do hereby propose to furnish all labor, equipment, materials, drayage, tolls, supervision, etc. and to complete all work as specified in these Documents and Specifications. By my submission of this Bidding Proposal, I acknowledge the receipt of the Package containing the following: General Conditions & Requirements, General Instructions to Bidders, Detailed Specifications, Detailed Rooftop Diagrams, and Detailed Specification Drawings. To provide supervision, labor, materials and equipment for roof repairs of the following items, per the attached:

Base Bid: City Hall – Walkway Repair
The base bid shall include the removal and replacement of the existing roofing system in its entirety. New roof system is to consist of a redundant layer, SBS rubber modified and KEE roofing system per specifications provided. This shall include all necessary flashings, copings, pitch pockets, and necessary materials in accordance with the specifications, scope of work, and details provided in the bid documents. Work is to be completed by November 1st, 2024.

All labor, materials, services and equipment necessary for completion of the work shown on the drawings and in the specifications.

Two Hundred Forty Four Thousand Six Hundred Thirty Six DOLLARS (\$ 244,636.00)

***Note: Important Info
5% Bid Bond
100% Performance Bond
Bid Compliance Form Completion Required

Extra work may be necessary other than required by the plans and specifications, extra work will be completed according to the written instructions of the Owner for the following unit prices:

Unit Cost Items: Repair to existing concrete – T & M per sq. ft.
Unit Cost Items: Replace existing drain – 450.00 per sq. ft.
Unit Cost Items: Repair adjacent EPDM Section – 14,950.00 lump sum

Addenda Numbers #1 are hereby acknowledged

Respectfully Submitted,

SIGNATURE:

TITLE:

Estimator

BUSINESS NAME:

Schena Roofing & Sheet Metal Co., Inc

CONTRACTOR ADDRESS:

28299 Kehrig Dr. Chesterfield MI 48047 DATE: August 13, 2024

BID FORM - A

The owner has established a level of minimum performance for the contractor, primary roofing system components and manufacture involvement for this project. This minimum standard of quality has been established to protect the long-term interest of the City of Flint. Substandard performance or incomplete information for any of the following criteria will result in a non-compliant bid.

ROOF CONTRACTOR QUALIFICATION QUESTIONNAIRE

- | | | |
|----|--|---|
| 1. | 10+ YEARS OF COMMERCIAL ROOFING EXPERIENCE | <input checked="" type="radio"/> YES <input type="radio"/> NO |
| 2. | QTY. OF INSTALLATIONS WITH SPECIFIED SYSTEM (LAST 12 MONTHS) | <u>Greater then (3)</u> |
| 3. | (3) MUNICIPAL REFERENCES PROVIDED? | <input checked="" type="radio"/> YES <input type="radio"/> NO |
| 4. | PREBID ATTENDENCE | <input checked="" type="radio"/> YES <input type="radio"/> NO |
| 5. | PROXIMITY TO PROJECT LOCATION (GREATER THAN 65 MILES?) | YES <input checked="" type="radio"/> NO |
| 6. | ALL SPECIFICATION CRITERIA MET OR EXCEEDED? | <input checked="" type="radio"/> YES <input type="radio"/> NO |

ROOFING SYSTEM AND MANUFACTURER QUALIFICATION FORM

- | | | |
|-----|---|---|
| 1. | PREBID ATTENDENCE | <input checked="" type="radio"/> YES <input type="radio"/> NO |
| 2. | PRIMARY ROOF SYSTEM MFG. PROPOSED | <u>Garland</u> |
| 3. | ROOFING SYSTEM MFG ISO 9002 CERTIFICATIONS | <u>Yes</u> |
| 4. | ROOFING SYSTEM MFG CURRENT RATIO OF ASSETS TO LIABILITIES | <u>5:1</u> |
| 5. | ROOFING SYSTEM MFG WARRANTY CLAIMS VS PERCENT OF SALES | <u><1 percent</u> |
| 6. | ROOFING SYSTEM MFG NUMBER OF YEARS IN BUSINESS | <u>125+</u> |
| 7. | ROOFING SYSEM MFG. NON PRO-RATED WARRANTY TERM | 20 25 <input checked="" type="radio"/> 30 |
| 8. | ROOFING SYSTEM MFG. INSPECTIONS & WRITTEN REPORTS INCL. | <input checked="" type="radio"/> YES <input type="radio"/> NO |
| 9. | REDUNDANT LAYER ROOFING SYSTEM | <input checked="" type="radio"/> YES <input type="radio"/> NO |
| 10. | ROOFING MEMBRANE MADE FROM RECYCLED MATERIALS | <input checked="" type="radio"/> YES <input type="radio"/> NO |
| 11. | TOTAL MEMBRANE ROOF SYSTEM MTNIMUM THICKNESS IN MILS | <u>200+</u> MILS |



ATLANTIC SPECIALTY INSURANCE COMPANY

605 Highway 169 North, Suite 800
Plymouth, Minnesota 55441

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Schena Roofing and Sheet Metal Company, Inc.
28299 Kehrig Drive
Chesterfield, MI 48047

OWNER:

(Name, legal status and address)

City of Flint
1101 Saginaw Street
Flint, MI 48502

SURETY:

(Name, legal status and principal place of business)

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, Minnesota 55441

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent (5%) of Amount Bid

PROJECT:

(Name, location or address and Project number, if any)

City of Flint Roof Repair-City Hall Walkway P25000501
Roof Replacement
Flint, MI

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of August, 2024.

Anthony G. Schen
(Witness)

Schena Roofing and Sheet Metal Company, Inc.
Paul Scavoli
Principal (Seal)
(Title)

Anna Vander Hoff
(Witness)

Atlantic Specialty Insurance Company
Ashley Skelly
(Surety)
Ashley Skelly, Attorney-In-Fact (Title), (Seal)



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: James D. Kapnick, Gerald J. Van Buren, Jr., Robert V. Weiland, Jason McLelland, Heidi Schluessler, Ashley Skelly, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012.

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

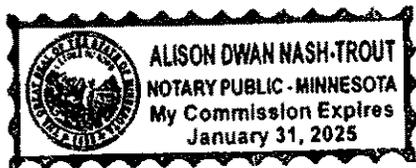
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.



By *Paul J. Brehm*
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Alison Nash-Trout
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 8th day of August 2024.



Kara Barrow
Kara Barrow, Secretary

This Power of Attorney expires
January 31, 2025



SEALED PROPOSALS RECEIVED IN THE DIVISION OF PURCHASES & SUPPLIES

COF Walkway Repair

Proposal #25000501

Approximate Annual Quantities – Not Guaranteed

Furnish as requested for the period 7/1/24 – 6/30/25

Bidder #1: Royal Roofing Company, Inc
Orion, MI

Base Bid: \$303,900.00

Repair to existing concrete: \$95.00 per sq ft.

Replace existing drain: \$2,750.00 each

Repair adjacent EPDM Section: \$25,000.00 lump sum

Bidder #2: Lutz Roofing Company, Inc
Shelby Township, MI

Base Bid: \$610,000.00

Repair to existing concrete: T&M per sq ft.

Replace existing drain: T&M per sq ft.

Repair adjacent EPDM Section: \$22,500.00 lump sum

Bidder #3: Mid-Michigan Roofing, LLC
Saginaw, MI

Base Bid: \$289,932.00

Repair to existing concrete: \$50.00 per sq ft.

Replace existing drain: 4,500 per sq ft.

Repair adjacent EPDM Section: \$32,486.00 lump sum

Bidder #4: Schena Roofing Sheet & Metal Co., Inc
Chesterfield, MI

Base Bid: \$244,636.00

Repair to existing concrete: T&M per sq ft.

Replace existing drain: \$450.00 each

Repair adjacent EPDM Section: \$14,950.00 lump sum

A SPECIAL NOTE FROM THE PURCHASING DIVISION

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



RESOLUTION NO.: 230149
PRESENTED: MAY 17 2023
ADOPTED: MAY 22 2023

**RESOLUTION ALLOCATING ARPA FUNDING FOR ENVIRONMENTAL
REMEDiation AT CITY HALL**

The Flint City Council adopted the ARPA Allocation Plan on October 22, 2022 (agenda resolution #220464.1); and

There is an urgent need to investigate and potentially mitigate hazardous environmental conditions such as mold within Flint City Hall. The Administration is requesting that \$500,000.00 be allocated for the purpose of building improvements to address these health and safety concerns.

Prior to any funds being expended, all procurement will follow the City's purchasing ordinance and requests for proposals will be solicited for building improvements; and

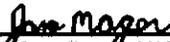
IT IS RESOLVED, that the appropriate officials are hereby authorized to appropriate up to \$500,000.00 from the ARPA Contingency allocation, as set forth in the ARPA Allocation Plan referenced above. Before funds are distributed, the City of Flint's ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of the Treasury final rules. Funds will be paid from the American Rescue Plan Act fund (287).

APPROVED AS TO FORM:


William Kim (May 15, 2023 14:24 EDT)

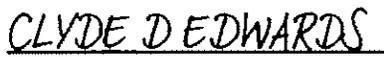
William Kim, City Attorney

APPROVED AS TO FINANCE:


Jane Mager (May 15, 2023 14:15 EDT)

Jane Mager, Acting Chief Financial Officer

FOR THE CITY OF FLINT:


CLYDE D EDWARDS (May 15, 2023 15:34 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:



240452-T



RESOLUTION NO.: _____

PRESENTED: 10-9-2024

ADOPTED: _____

RESOLUTION TO SPEND ARPA FUNDING TO PURCHASE FIRE AND LIFE SAFETY AND RESCUE EQUIPMENT FOR THE FLINT FIRE DEPARTMENT

BY THE CITY ADMINISTRATOR:

WHEREAS, 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; and

WHEREAS, City Administration recommends reallocating \$711,570.30 of ARPA funds, previously obligated for revenue replacement, to the Flint Fire Department to purchase various fire and life safety and rescue equipment, including but not limited to water rescue equipment, operating and emergency response equipment, generators, etc.

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

Account Number & Grant Code	Account Name	Amount
101-337.701-977.000	Fire Equipment-ARPA	\$711,570.30

IT IS RESOLVED, that the appropriate City Officials are hereby authorized to do all things necessary, including executing any necessary agreements, to appropriate from the funding source account# 101-287.000-963.000 in the amount of \$711,570.30 to the Flint Fire Department to purchase various Fire and Life Safety and Rescue Equipment. 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.

BE IT FURTHER RESOLVED, that the Division of Purchases and Supplies is hereby authorized to issue Purchase Orders to Fire Department approved vendors for the purchase of various Fire and Life Safety and Rescue Equipment in an amount not-to-exceed \$711,570.30.

FOR THE CITY:

Clyde D. Edwards / A0318
Clyde D. Edwards / A0318 (Oct 3, 2024 10:12 EDT)

Clyde D. Edwards, City Administrator

FOR THE CITY COUNCIL:

APPROVED AS TO FORM:

Joseph Kuptz
Joseph Kuptz (Oct 2, 2024 16:44 EDT)

Joseph Kuptz, Acting City Attorney

APPROVED AS TO FINANCE:

Phillip Moore
Phillip Moore (Oct 3, 2024 08:35 EDT)

Phillip Moore, Chief Financial Officer

APPROVED AS TO PURCHASING:

Lauren Rowley

Lauren Rowley, Purchasing Manager



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

TODAY'S DATE: September 30, 2024

BID/PROPOSAL#

AGENDA ITEM TITLE: Equipment for Fire Operations

PREPARED BY: Karen Shim, Flint Fire Department

VENDOR NAME: Municipal Emergency Services (MES)

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

The Flint Fire Department is requesting to use ARPA funding to purchase much needed equipment that is used in fire operations. Equipment to be purchased are as follows:

1. Self-contained breathing apparatus (SCBAs), cylinders and RIT-Paks. SCBAs are devices worn to provide breathable air in environments with oxygen deficiency, smoke and other hazardous environments that is dangerous to breathe. The SCBA cylinder is a compressed air tank that provides breathing air to the firefighter through a hose and valve. An RIT-Pak (Rapid Intervention Team) is a portable emergency air supply system for firefighters in distress. The RIT is assigned to a fire team to rescue a firefighter if needed.
2. Air Compressor System (Cascade System) used to refill the SCBA bottles. Our current system is over 20 years old and when the system is in need of repair, there are long wait times due to difficulty locating older parts. Having an outdated system violates National Fire Protection Association (NFPA) guidelines.
3. Large Intake Ball Valves (Jaffreys) allow for versatility in establishing water supply, ease and speed of deployment to get water to a fire scene. It provides for maximum flow performance.
4. Water Rescue Equipment to be replaced due to our current boat being heavy and outdated. The terrains of the Flint River and lakes are different, and the Flint Fire Department can respond quicker with newer water rescue equipment to save and rescue lives.

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

Fiscal Year	Account	FY GL Allocation	FY PO Amount	FY Expensed	Resolution
2023	287-337.701-977.100	\$11,340.00	\$11,340.00	\$10,684.24	230170



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

2023	287-337.701-977.100	\$14,340.00	\$14,340.00	\$14,340.00	230171
2023	287-337.701-977.100	\$18,000.00	\$18,000.00	13,025.95	230172
2023	287-337.701-977.100	\$44,749.70	\$44,749.70	\$44,347.80	230173
2024	101-000.000-389.287	\$200,000.00	\$200,000.00	\$200,000.00	240304

The Flint Fire Department is requesting approval of a purchase order to Municipal Emergency Services (MES) Sourcewell Contract #010424-MES and #020124-MES, in the amount of \$520,372.00 to purchase much needed equipment to be used in fire operations.

Municipal Emergency Services (MES), a reliable vendor used over many years by the Flint Fire Department, offers a range of quality equipment to meet the needs of the Flint Fire Department.

Municipal Emergency Services is headquartered in Sandy Hook, CT, and employs a team of over 500 dedicated employees to serve communities throughout the United States. MES was established in the year 2001 and has quickly grown to be the largest supplier of Scott Air-Paks, Fire-Dex, Seek Thermal Imagers, Hurst Jaws of Life, Matex Hose, 5.11 Tactical and Akron Brass to first responders in North America. With over 180 sales representatives, 110+ mobile service technicians, and 18 in-house service centers strategically located locally around the United States they can assure that customers are purchasing quality name brand equipment that remains functioning to the appropriate NFPA and manufacturer's specifications throughout the life of the product.

MES sales representatives have over 1,300+ years of combined experience in first responder service and 8,000+ hours of certified training which adds up to better product knowledge, service, and training for their customers. MES supplies equipment for Firefighting, Law Enforcement, Hazmat, Confined Space, Urban Search and Rescue, and Emergency Medical Services to Municipal, Volunteer and Federal government sectors. MES is built on three distinct business platforms giving first responders the opportunity to fulfill their equipment needs through their 290+ strong first responder focused sales and service team, an extensive online store or through our Federal Government division which caters to the specific needs of military and federal agency first responders. (source: mesfire.com)

Section III. POSSIBLE BENEFIT TO THE CITY OF FLINT (RESIDENTS AND/OR CITY OPERATIONS INCLUDE PARTNERSHIPS AND COLLABORATIONS:

The benefit is to provide safety protection to our fire suppression personnel as they perform the duties of their jobs as firefighters, EMTs and Medical First Responders. Having updated equipment gives peace of mind to firefighters to efficiently and successfully perform their job and keep the community safe while performing life and safety rescues.

Section IV: FINANCIAL IMPLICATIONS:

IF ARPA related Expenditure:



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

Has this request been reviewed by E&Y Firm: YES NO IF NO, PLEASE EXPLAIN:

This is an ARPA related Expenditure. This Expenditure will be considered "reviewed by E&Y Firm" after Flint City Council approves, and a Resolution Number is assigned to use ARPA funds.

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
FIRE	FIRE EQUIPMENT-ARPA	101-337.701-977.000		\$520,372.00
		FY25 GRAND TOTAL		\$520,372.00

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)*:

PRE-ENCUMBERED? YES NO REQUISITION NO: _____

ACCOUNTING APPROVAL: Karen Shim Date: 9/30/2024

ACCOUNTING APPROVAL: _____ Date: _____

Chay Linseman, Finance Department

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO

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

DEPARTMENT HEAD SIGNATURE: _____

Theron S. Wiggins, Fire Chief



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

TODAY'S DATE: September 30, 2024

BID/PROPOSAL#

AGENDA ITEM TITLE: Generators for Fire Stations 3, 5, 6 and 8

PREPARED BY: Karen Shim, Flint Fire Department

VENDOR NAME: Cummins Sales and Service

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

The Flint Fire Department is requesting to use ARPA funding to purchase generators for Fire Stations 3, 5, 6 and 8. Presently, these fire stations are without generators. The selected vendor will be Cummins Sales and Service.

Cummins Sales and Service, Sourcewell Contract 092222-CMM, provided contract pricing at a reasonable cost for four generators at 45kW, 60Hz, Standby, Natural Gas/Propane Genset and U.S. EPA, Stationary Emergency Application, Listing – UL2200, NFPA (National Fire Protection) 110.

Cummins Sales and Service has a Mission of why they exist “Making people’s lives better by powering a more prosperous world”. Their Vision is “Innovating for our customers to power their success” and have values that include “Integrity, Diversity and Inclusion, Caring, Excellence and Teamwork”.

Cummins is a reputable vendor with many locations and distribution service centers throughout the United States and Canada. They offer integrated and reliable power systems used in critical applications globally. Whether for data centers, on rugged job sites such as oil and gas fields, or as backup power for our homes, Cummins technologies are trusted around the corner and around the world and are engineering the next generation of power. (Source: cummins.com)

Cummins was established on February 3, 1919, in Columbus Indiana. Clessie Lyle Cummins built his first steam engine at the age of 11 in rural Indiana. Passionate about engines, he left his family’s farm as a young man and began working as a mechanic to support himself.

In 1911, Ray Harroun, a race car driver who learned of Cummins’ reputation, asked him to join his pit crew for a local auto race. Cummins made some suggestions to help improve speed, and that car won the first-ever Indianapolis 500.

In 1919, with backing from banker William G. Irwin, Cummins founded Cummins Engine Co. in Columbus. Together, the two men built a company that was one of the first to take advantage of the groundbreaking technology developed by German engineer Rudolf Diesel in the late 1800s. Within three years, the company had earned its first profit; in three more, it offered the industry’s first 100,000- mile warranty.



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

In the years that followed, Clessie Cummins' passion for quality and reliability, guided by the visionary leadership of Irwin's great-nephew, J. Irwin Miller, helped Cummins Engine Co. grow rapidly. Miller became general manager in 1934 and went on to lead the company to international prominence over the next four decades. Within three years, the company had earned its first profit; in three more, it offered the industry's first 100,000-mile warranty.

In 1954, Miller established the Cummins Foundation, and three years later it offered to pay architect's fees for construction of new public buildings — leading to designs by leading architects from around the world gracing the streets of Columbus.

In 1956, under Miller's leadership, the company had opened a manufacturing facility in Scotland. By the 1960s, Cummins had a presence in 98 countries. This global presence has been key to growth; in the past three years, half of the company's sales have been from outside the United States. For instance, Cummins has a headquarters in Beijing, where the company is the largest foreign investor in China's diesel engine sector, with more than 9,000 employees and \$3 billion in sales.

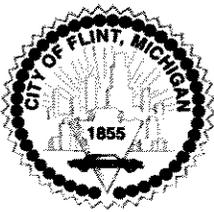
Today, Cummins Inc. is a multinational Fortune 500 company, serving customers worldwide in the areas of engines, power generation, components and distribution. Although they now have approximately 54,600 employees worldwide, they still remain true to their Indiana roots and to the vision of two outstanding individuals. — Cummins Inc. (Source: columbus.in.us/cummins-history)

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

There are no previous allocations that the Flint Fire Department purchased generators.

Fiscal Year	Account	FY GL Allocation	FY PO Amount	FY Expensed	Resolution

The Flint Fire Department is requesting approval of a purchase order to Cummins Sales and Service, Sourcewell Contract #092222-CMM, in the amount of \$133,135.91 to purchase generators for Fire Station 3, 1525 M L King Avenue, Fire Station 5, 3402 Western Road, Fire Station 6, 716 W. Pierson Road and Fire Station 8, 202 E. Atherton Road. Presently, these fire stations are without a generator and will be needed in case of a weather disaster to safely and quickly leave the station to respond to emergencies.



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

Section III. POSSIBLE BENEFIT TO THE CITY OF FLINT (RESIDENTS AND/OR CITY OPERATIONS INCLUDE PARTNERSHIPS AND COLLABORATIONS:

The benefit is to provide continued fire protection throughout the Flint community. If a severe weather emergency occurs and there is a power outage, having generators installed at our fire stations allow for fire apparatus to safely leave the fire station and respond quickly to emergency scenes to rescue and save lives. It also provides for the Flint Fire Department to assist other public safety agencies, resulting in quicker response times in a weather-related emergency.

Section IV: FINANCIAL IMPLICATIONS:

IF ARPA related Expenditure:

Has this request been reviewed by E&Y Firm: YES NO IF NO, PLEASE EXPLAIN:

This is an ARPA related Expenditure. This Expenditure will be considered "reviewed by E&Y Firm" after Flint City Council approves, and a Resolution Number is assigned to use ARPA funds.

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
FIRE	FIRE EQUIPMENT-ARPA	101-337.701-977.000		\$133,135.91
FY25 GRAND TOTAL				\$133,135.91

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)*:

PRE-ENCUMBERED? YES NO REQUISITION NO: _____

ACCOUNTING APPROVAL: Karen Shim Date: 9/30/2024



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

ACCOUNTING APPROVAL: _____ Date: _____

Chay Linseman, Finance Department

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO

STAFF RECOMMENDATION: (PLEASE SELECT): APPROVED NOT APPROVED

DEPARTMENT HEAD SIGNATURE: _____

Theron S. Wiggins, Fire Chief



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

TODAY'S DATE: October 1, 2024

BID/PROPOSAL#

AGENDA ITEM TITLE: Pickup Truck Purchase

PREPARED BY: Karen Shim, Flint Fire Department

VENDOR NAME: LaFontaine Automotive Group

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

The Flint Fire Department is requesting to use ARPA funding to purchase a pickup truck to tow our water rescue boat trailer. Large pickup trucks have a stronger frame and a powerful engine which provides low-end torque needed for towing a boat trailer. A heavy-duty pickup truck towing a boat trailer and water rescue equipment will provide the Flint Fire Department a quicker response time to water rescue emergencies.

LaFontaine Automotive Group, MI Deal Contract No. 240000000098, has a "mission to build lifelong relationships that connect families, strengthen communities and personalize the automotive experience."

Their mission "reflects the manifestation of six core values: Accountability, Respect, Teamwork, Passion, Communication, and Responsibility."

Founded in 1980 by Michael Sr. and Maureen LaFontaine, the nationally recognized LaFontaine Automotive Group now includes 54 retail franchises, 9 collision centers and 34 Michigan retail locations. The Group employs nearly 2,600 individuals.

In addition, founded by siblings, Ryan and Kelley LaFontaine, it is the ongoing mission of the U CAN-CER VIVE Foundation to provide vital funding and support for local cancer research grants. Operated solely by passionate volunteers, they are proudly to be able to donate 100% of profits to their cause to continue to make an impact in the world of cancer research. The goal of this foundation is: Cancer Free World.

The promise of the LaFontaine family and their team members is a combination of both their mission and core values which provides the basic foundation of their promise, to treat every customer like they are members of their family. From sales, to service, body shop, to parts, LaFontaine Automotive Group are able to meet any customer's specific needs. (Source: familydeal.com)

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

There are no previous allocations the Flint Fire Department purchased a pickup truck.



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

Fiscal Year	Account	FY GL Allocation	FY PO Amount	FY Expensed	Resolution

The Flint Fire Department is requesting approval of a purchase order to LaFontaine Automotive Group, MI Deal Contract No. 240000000098, in the amount of \$52,080.00 to purchase a 2025 GMC SIERRA 2500HD Pro Double Cab Std Box 4WD Pickup Truck. LaFontaine Automotive Group is a vendor also used by Fleet and Water/Sewer Departments.

Section III. POSSIBLE BENEFIT TO THE CITY OF FLINT (RESIDENTS AND/OR CITY OPERATIONS INCLUDE PARTNERSHIPS AND COLLABORATIONS:

The benefit is that having a reliable pickup truck allows firefighters to safely and quickly leave the station to respond to water rescue emergencies with faster response times to search, save and rescue a life or lives of any person in the Flint River or lakes.

Section IV: FINANCIAL IMPLICATIONS:

IF ARPA related Expenditure:

Has this request been reviewed by E&Y Firm: YES NO IF NO, PLEASE EXPLAIN:

This is an ARPA related Expenditure. This Expenditure will be considered "reviewed by E&Y Firm" after Flint City Council approves, and a Resolution Number is assigned to use ARPA funds.

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
FIRE	FIRE EQUIPMENT-ARPA	101-337.701-977.000		\$52,080.00
FY25 GRAND TOTAL				\$52,080.00

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)



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

BUDGET YEAR 1 \$

BUDGET YEAR 2

BUDGET YEAR 3

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

PRE-ENCUMBERED? YES NO REQUISITION NO: _____

ACCOUNTING APPROVAL: Karen Shim Date: October 1, 2024

ACCOUNTING APPROVAL: _____ Date: _____
Chay Linseman, Finance Department

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO

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

DEPARTMENT HEAD SIGNATURE: _____
Theron S. Wiggins, Fire Chief



240455-T

RESOLUTION NO.: _____

PRESENTED: 10-9-2024

ADOPTED: _____

RESOLUTION FOR FLINT CITY COUNCIL TO ADOPT COMPREHENSIVE PLAN UPDATE MOU WITH CITY OF FLINT PLANNING COMMISSION

The Imagine Flint Comprehensive Plan (“the Plan”), adopted on October 28, 2013, was reviewed by the Planning Commission per the Michigan Planning Enabling Act, being P.A. 33 of 2008, as amended, M.C.L. 125.3801 *et seq.*, and the determination was made that an update was needed at the February 13th, 2024 regular meeting. Part of the creation of the plan included a Memorandum of Understanding (MOU) between the City of Flint, City of Flint Planning Commission, and City Council for City of Flint, signed March 28, 2011, to define roles and responsibilities between the partnering entities. Now the Administration would like to enact an updated MOU to define the roles of the Planning Commission, Steering Committee, Department of Business and Community Services, City Administration, and the City Council in the Plan update process.

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary to enact the Memorandum of Understanding that is being recommended by the Planning Commission from their August 13th, 2024 meeting.

For the City:

For the City Council:

CLYDE D EDWARDS / A0311
CLYDE D EDWARDS / A0311 (Oct 1, 2024 16:24 EDT)
Clyde D. Edwards, City Administrator

Approved as to Form:

Approved as to Finance:

JK
Joseph Kuptz (Oct 1, 2024 13:31 EDT)
Joseph Kuptz, Acting City Attorney

Phillip Moore
Phillip Moore (Oct 1, 2024 10:17 EDT)
Phillip Moore, Chief Financial Officer

RESOLUTION STAFF REVIEW

TODAY'S DATE: September 25, 2024

BID/PROPOSAL# N/A

AGENDA ITEM TITLE: RESOLUTION FOR FLINT CITY COUNCIL TO ADOPT COMPREHENSIVE PLAN UPDATE MOU WITH CITY OF FLINT PLANNING COMMISSION

PREPARED BY: Emily Doerr

VENDOR NAME: N/A

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

The Imagine Flint Comprehensive Plan ("the Plan") was reviewed by the Planning Commission per the Michigan Planning Enabling Act, being P.A. 33 of 2008, as amended, M.C.L. 125.3801 *et seq.*, and the determination was made that an update was needed at the February 13th, 2024 regular meeting. A Memorandum of Understanding ("MoU") was drafted to define the roles of the Planning Commission, Steering Committee, Department of Business and Community Services, City Administration, and the City Council in the Plan update process. The Planning Commission reviewed the attached MOU and approved it with amendment at the August 13th, 2024 regular meeting.

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

MOU between City of Flint, City of Flint Planning Commission, and City Council for City of Flint Master Plan signed 3/28/2011 (enclosed)

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

The Plan update process is focused on resident engagement and there are multiple references to "the Steering Committee" in the MOU which will be a group of stakeholders up to 21 people – 90% of whom must be city residents – who will provide additional time for review and recommendations for updating on top of the hundreds, if not thousands of residents who will be engaged through the 18-month process that will include no less than 50 community meetings.

Section IV: FINANCIAL IMPLICATIONS:

Having an updated Comprehensive Plan will allow the City of Flint to apply for more grant funding.

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

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

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

ACCOUNTING APPROVAL: Carissa Dotson Date: 09/27/2024
Carissa Dotson (Sep 27, 2024 14:37 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:

Emily Doerr
Emily Doerr (Sep 27, 2024 13:52 EDT)
 Emily Doerr, Director, Dept of Business and Community Services

MEMORANDUM OF UNDERSTANDING
CITY OF FLINT COMPREHENSIVE PLAN

This Memorandum Of Understanding – City of Flint Comprehensive Plan (“Memorandum”) is executed to be effective as of this _____ day of _____ 2024, by and between the administration of the City of Flint, a Michigan municipal corporation (“Administration”), City of Flint Planning Commission (“PC”) and the City Council of the City of Flint (“Council”); the Administration, the PC and the Council are individually a “Branch” and collectively the “Branches”.

The following is a recital of certain facts which underlie this Memorandum:

- A. The Branches wish to work together to develop an update to the “Comprehensive Plan” pursuant to the Michigan Planning Enabling Act, being P.A. 33 of 2008, as amended, M.C.L. 125.3801 *et seq.* (the “Act”); and
- B. The Comprehensive Plan shall fulfill the role required by section 4-503 of the Charter of the City of Flint (the “Charter”); and
- C. Each Branch understands that the Act contains procedures and requirements in order to adopt a statutorily valid comprehensive plan; and
- D. The Branches wish to document their preliminary understandings and intent by this Memorandum; and
- E. While each Branch understands that this Memorandum is not a binding contract, each Branch intends to proceed through the procedures contained in this Memorandum.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

1. Introduction and Intent. This Memorandum is intended to be a non-binding expression of the present intent of the Branches to research, prepare, adopt and implement an updated “Comprehensive Plan” pursuant to the Act (the “Plan”). Each Branch understands that additional documents will be negotiated and adopted by each of the Branches before the full Plan is approved and binding, and that the Act requires specific roles from each Branch. While this Memorandum is not a binding contract, each Branch intends to act in accordance with the terms contained in this Memorandum.
2. The Plan. The Plan refers to a plan adopted or amended under the Act, and used to satisfy the requirement of section 203(1) of the Michigan Zoning Enabling Act, being P.A. 110 of 2006, as amended, M.C.L. 125.3101 *et seq.* Also referred to as the “Comprehensive Plan”, “Imagine Flint Comprehensive Plan”, and previously referred to as the “Imagine Flint Master Plan”.
3. Branch Roles. The Branches will share the Plan tasks, pursuant to Michigan law, in the following areas:

a. Administration.

The role of the Administration in connection with the development of the Plan will include the following:

i. Mayor.

The Mayor of the City shall do the following:

1. The Mayor will appoint, pursuant to section 4-202 of the Charter, a "Director of Business and Community Services".
2. The Mayor will appoint, pursuant to Article 6, Section 6-302 of the Flint Code of Ordinances, any vacancies for permanent positions of the Planning Commission.
3. The Mayor will appoint members to the Steering Committee per the selection process noted in subsection (c).

ii. City Administrator.

The City Administrator shall do the following:

1. The City Administrator or his or her designee shall engage in discussions with all other City departments and commissions regarding positioning, leveraging, and coordinating City resources as part of the comprehensive planning and development process in connection with the development and adoption of the Plan.

iii. Department of Business and Community Services ("DBCS").

The role of the Department of Business and Community Services ("DBCS") in connection with the development of the comprehensive plan will be the following:

1. The DBCS Director shall communicate to and coordinate with the Mayor, Administration, and the City Council regarding positioning/leveraging current City resources as part of the comprehensive planning and development process, including internal coordination of resources and projects utilizing community and economic development funding.
2. The DCBS Director shall be the liaison for the City Administration and all City departments, agencies, committees, and commissions in preparation of proposals relative to the comprehensive planning process.
3. The DBCS Director shall oversee functions relating to developmental matters as defined in the Charter, section 4-502 ("Development Matters"), so far as such functions relate to the comprehensive planning process.

4. The DCBS Director shall receive all reports concerning Development Matters and other information which they request. The DCBS Director shall, with the head of any agency involved, evaluate all reports and information in light of the policies, programs, and priorities of the Mayor and Plan.
5. The DCBS Director will coordinate with the Planning Administrator in the administration of any grants awarded to the City in connection with the comprehensive planning process and management of the comprehensive planning process.
6. The DBCS shall prepare procurement resolutions, including those for the hiring of professional consultants. Each such resolution shall require legal review as to form and financial review as to budget.
7. The DBCS will coordinate comprehensive planning consultants and/or partners in consultation with the Planning Commission and manage the professional consultants to assist the City in the comprehensive planning process.

b. Planning Commission ("PC").

The role of the PC in connection with the development of the Plan will include the following:

- i. Pursuant to the procedure contained in the Act, make and approve the Plan as a guide for development within the City of Flint.
- ii. Provide policy direction and input regarding matters such as goals and objectives, and concepts for funding proposals.
- iii. Ensure that guiding principles identified in the initial steps of the planning process are adhered to throughout the comprehensive planning process.
- iv. Steer and guide the comprehensive planning process, subject to the authority reserved and vested in the Administration as described above and the Council below.
- v. Form advisory groups which may involve additional people and partners to address specific components such as parks, public works, transportation, etc.
- vi. Communicate at least monthly with the DBCS Director, Planning Administrator, and Steering Committee about the comprehensive planning process.
- vii. Participate in and sponsor comprehensive planning workshops.
- viii. Hold public hearings for community input in accordance with the procedure contained in the Act.
- ix. Approve the final Plan in accordance with the Act and the Charter.

c. Steering Committee.

The role of the Steering Committee in connection with the development of the Plan will include the following:

- i. In matters concerning the comprehensive planning process, the Steering Committee will be led by no less than four (4) and no more than six (6) co-chairs consisting of community leaders who are residents of the City of Flint.
 1. The Steering Committee will consist of no more than 21 members that includes representatives of community residents, the business community, neighborhood organizations, faith-based organizations, comprehensive plan partners, other local stakeholders, at least one member of the Flint City Council and at least one member of the Flint Planning Commission. A minimum of 90% of members shall reside in the City of Flint. Additional advisory groups may be formed involving additional people and partners to address specific components such as parks, public works, transportation, etc.
 2. The Planning Commission may set criteria or guidelines for selecting Steering Committee members and co-chairs by majority vote of the PC membership.
 3. Two (2) co-chairs will be selected from the Planning Commission by majority vote of the Commission membership.
 4. Four (4) co-chairs and the remaining Steering Committee members will be selected by a panel of the PC co-chairs, the City Council President, and the Mayor.
 5. The Steering Committee will not be a board assigned with decision-making authority over the Plan. Its role will be to help channel community resources towards the comprehensive planning effort and ensure the broadest feasible community ownership of the comprehensive planning process.

d. Flint City Council ("Council").

The role of the Council in connection with the development of the Plan will include the following:

- i. Adopt a resolution allowing for the right of the Council to approve or reject the Plan, pursuant to section 43 of the Act.
- ii. Participate in the procurement process by adopting procurement resolutions, including those for the hiring of professional consultants.
- iii. Participate in comprehensive planning workshops.
- iv. Receive quarterly updates on the planning process from a designated co-chair of the Steering Committee, the Planning Commission Chairperson, or the DCBS or their designee, and provide input regarding goals and objectives.

- v. Review, approve or reject (but not amend) the final Plan in accordance with the Act, including the following provisions of Section 43 of the Act:

“(3) Approval of the proposed comprehensive plan by the planning commission under subsection (2) is the final step for adoption of the comprehensive plan, unless the legislative body by resolution has asserted the right to approve or reject the comprehensive plan. In that case, after approval of the proposed comprehensive plan by the planning commission, the legislative body shall approve or reject the proposed comprehensive plan...”

“(4) If the legislative body rejects the proposed comprehensive plan, the legislative body shall submit to the planning commission a statement of its objections to the proposed comprehensive plan. The planning commission shall consider the legislative body's objections and revise the proposed comprehensive plan so as to address those objections. The procedures provided in subsections (1) to (3) and this subsection shall be repeated until the legislative body approves the proposed comprehensive plan.”

4. Miscellaneous.

- a. Further Assurances. Each party to this Memorandum shall act in good faith to give effect to the intent of this Memorandum and agrees to execute and deliver such other documents and to take such other action as may be necessary or convenient to consummate the purpose and subject matter of this Memorandum.
- b. Counterparts. It is understood and agreed that this Memorandum may be executed in several counterparts, each of which, for all purposes, shall be deemed to constitute an original and all of which counterparts, when taken together, shall be deemed to constitute one and the same agreement, even though all of the parties hereto may not have executed the same counterpart.
- c. Governing Law. This Memorandum is executed in and shall be governed by, and construed under, the internal laws of the State of Michigan, without regard to conflicts of laws principles.

(the remainder of this page is intentionally blank)

IN WITNESS WHEREOF, the parties have executed this Memorandum to be effective as of the date listed above.

WITNESS:

ADMINISTRATION:

Administration for the City of Flint, a Michigan municipal corporation

By:
Its:

PLANNING COMMISSION:

City of Flint Planning Commission

By:
Its:

CITY COUNCIL:

City Council for the City of Flint

By:
Its:

MEMORANDUM OF UNDERSTANDING

CITY OF FLINT MASTER PLAN

This Memorandum Of Understanding – City of Flint Master Plan (“Memorandum”) is executed to be effective as of this 28th day of March 2011, by and between the administration of the City of Flint, a Michigan municipal corporation (“Administration”), City of Flint Planning Commission (“PC”) and the City Council of the City of Flint (“Council”); the Administration, the PC and the Council are individually a “Branch” and collectively the “Branches”.

The following is a recital of certain facts which underlie this Memorandum:

- A. The Branches wish to work together to develop a “Master Plan” pursuant to 2008 PA 33, being MCL 125.3801 et seq. (the “Act”); and
- B. The Master Plan shall fulfill the role of the “Comprehensive Plan” required by section 4-504 of the Charter of the City of Flint (the “Charter”); and
- C. Each Branch understands that the Act contains procedures and requirements in order to adopt a statutorily valid master plan; and
- D. The Branches wish to document their preliminary understandings and intent by this Memorandum; and
- E. While each Branch understands that this Memorandum is not a binding contract, each Branch intends to proceed through the procedures contained in this Memorandum.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

1. Introduction and Intent. This Memorandum is intended to be a non-binding expression of the present intent of the Branches to research, prepare, adopt and implement a “Master Plan” pursuant to the Act (the “Plan”). Each Branch understands that additional documents will be negotiated and adopted by each of the Branches before the full Plan is approved and binding, and that the Act requires specific roles from each Branch. While this Memorandum is not a binding contract, each Branch intends to act in accordance with the terms contained in this Memorandum.
2. The Plan. The Plan refers to a plan adopted or amended under the Act, and used to satisfy the requirement of section 203(1) of the Michigan Zoning Enabling Act, 2006 PA 110, MCL 25.3203.
3. Branch Roles. The Branches will share the Plan tasks, pursuant to Michigan law, in the following areas:
 - a. Administration. The role of the Administration in connection with the development of the Plan will include the following:
 - i. Mayor. The Mayor of the City shall do the following:

1. The Mayor will appoint, pursuant to section 4-202 of the Charter, a "Chief Planning Officer" as contemplated by section 4-501 of the Charter.
- ii. City Administrator. The City Administrator shall do the following:
 1. The City Administrator or his or her designee shall engage in discussions with all other City departments and commissions regarding positioning, leveraging and coordinating City resources as part of the master planning and development process in connection with the development and adoption of the Plan.
 - iii. Department of Community and Economic Development ("DCED"). The role of the Department of Community and Economic Development ("DCED") in connection with the development of the master plan will be the following:
 1. The DCED Director shall communicate to and coordinate with the Chief Planning Officer, Administration and the City Council regarding positioning/leveraging current City resources as part of the master planning and development process, including internal coordination of resources and projects utilizing community and economic development funding.
 2. The DCED shall prepare procurement resolutions, including those for the hiring of professional consultants. Each such resolution shall require legal review as to form and financial review as to budget.
 3. The DCED will select master planning consultants in consultation with the Planning Commission and manage the professional consultants to assist the City in the master planning process.
 - iv. Chief Planning Officer. The Chief Planning Officer shall do the following:
 1. The Chief Planning Officer shall report to the DCED Director, the City Administrator, and the Mayor.
 2. The Chief Planning Officer shall oversee functions relating to development matters as defined in the Charter, section 4-502 ("Development Matters"), so far as such functions relate to the master planning process.
 3. The Chief Planning Officer shall be the liaison for the City Administration and all City departments, agencies, committees and commissions (including the PC and the Master Planning Steering Committee) in preparation of proposals relative to the master planning process.

4. The Chief Planning Officer shall obtain all information and conduct all studies required by the Mayor and the heads of agencies in the preparation of proposals relative to Development Matters.
5. The Chief Planning Officer shall receive all reports concerning Development Matters and other information which it requests. The Chief Planning Officer shall, with the head of any agency involved, evaluate all reports and information in light of the policies, programs, and priorities of the Mayor and Plan.
6. The Chief Planning Officer will coordinate with the Planning Administrator in the administration of any grants awarded to the City in connection with the master planning process ("Grants") and management of the master planning process.

b. Planning Commission ("PC"). The role of the PC in connection with the development of the Plan will include the following:

- i. Pursuant to the procedure contained in the Act, as summarized on the attached Exhibit 2, make and approve the Plan as a guide for development within the City of Flint.
- ii. Provide policy direction and input regarding matters such as goals and objectives, concepts for funding proposals, desired qualities for Chief Planning Officer candidates, and criteria for selecting master planning consultants.
- iii. Ensure that guiding principles identified in the initial steps of the planning process are adhered to throughout the Master Planning initiative.
- iv. Steer and guide the master planning process, subject to the authority reserved and vested in the Administration as described above and the Council below.

~~Convene a Steering Committee of no more than 21 members that includes representatives of community residents, the business community, neighborhood organizations, faith-based organizations, master plan partners, other local stakeholders, at least one member of the Flint City Council and at least two members of the Flint Planning Commission. Additional advisory groups may be formed involving additional people and partners to address specific components such as parks, public works, transportation, etc.~~

1. ~~The Master Planning Steering Committee will be led with 2 co-chairs consisting of 1 member of the Planning Commission and 1 community leader.~~
2. ~~The members of the Master Planning Steering Committee will be selected by a four person panel consisting of the 2 co-chairs, a member of the City Council, and the Mayor.~~
3. ~~The Master Planning Steering Committee will not be a board assigned with decision making authority, nor will it be a public~~

body. Its role will be to help channel community resources towards the master planning effort and ensure the broadest feasible community ownership of the master planning process.

4. The Master Planning Steering Committee will reflect the social makeup of the City of Flint in its membership (including by race, gender, age, geography, etc.) At least 75% of the Master Plan Steering Committee must be people who reside in the City of Flint. Each ward of the City shall have at least one resident of that ward who is a member of the Master Plan Steering Committee.
 - vi. Communicate at least monthly with the Chief Planning Officer, Planning Administrator, and Steering Committee about the master planning process.
 - vii. Participate in and sponsor master planning workshops.
 - viii. Hold public hearings for community input in accordance with the procedure contained in the Act.
 - ix. Approve the final Plan in accordance with the Act and the Charter.
- c. Flint City Council ("Council"). The role of the Council in connection with the development of the Plan will include the following:
- i. Adopt a resolution allowing for the right of the Council to approve or reject the Plan, pursuant to section 43 of the Act.
 - ii. Participate in the procurement process by adopting procurement resolutions, including those for the hiring of professional consultants.
 - iii. Participate in master planning workshops.
 - iv. Receive monthly updates on the planning process and provide input regarding goals and objectives.
 - v. Review, approve or reject (but not amend) the final Plan in accordance with the Act, including the following provisions of section 43 of the Act:

"(3) Approval of the proposed master plan by the planning commission under subsection (2) is the final step for adoption of the master plan, unless the legislative body by resolution has asserted the right to approve or reject the master plan. In that case, after approval of the proposed master plan by the planning commission, the legislative body shall approve or reject the proposed master plan..."

(4) If the legislative body rejects the proposed master plan, the legislative body shall submit to the planning commission a statement of its objections to the proposed master plan. The planning commission shall consider the legislative body's objections and revise the proposed master plan so as to address those objections. The procedures provided in subsections (1) to

(3) and this subsection shall be repeated until the legislative body approves the proposed master plan."

4. Work Plan. Attached as Exhibit 1 is a "Work Plan" describing the sequence of tasks and events necessary to research, prepare, adopt and implement the Plan.
5. Master Plan Flow Chart. Attached as Exhibit 2 is a "Master Plan Development and Adoption Process" describing the sequence of legal steps necessary to adopt the Plan.
6. Miscellaneous.
 - a. Further Assurances. Each party to this Memorandum shall act in good faith to give effect to the intent of this Memorandum and agrees to execute and deliver such other documents and to take such other action as may be necessary or convenient to consummate the purpose and subject matter of this Memorandum.
 - b. Counterparts. It is understood and agreed that this Memorandum may be executed in several counterparts, each of which, for all purposes, shall be deemed to constitute an original and all of which counterparts, when taken together, shall be deemed to constitute one and the same agreement, even though all of the parties hereto may not have executed the same counterpart.
 - c. Governing Law. This Memorandum is executed in and shall be governed by, and construed under, the internal laws of the State of Michigan, without regard to conflicts of laws principles.

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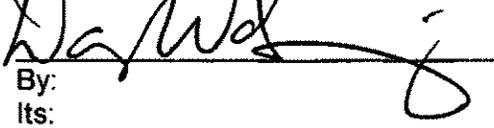
IN WITNESS WHEREOF, the parties have executed this Memorandum to be effective as of the date listed above.

WITNESS:


Maxine Murray

ADMINISTRATION:

Administration for the City of Flint, a Michigan municipal corporation


By:
Its:

PLANNING COMMISSION:

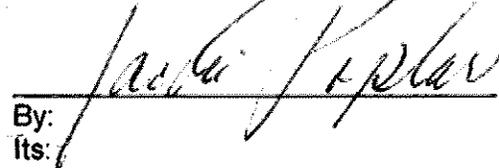
City of Flint Planning Commission


By:
Its:


Sheree J. Pierce

CITY COUNCIL:

City Council for the City of Flint


By:
Its:


Davina Donahue

**Master Planning Roles and Responsibilities
Adapted from City of Flint Master Plan MOU, approved March 28, 2011**

Administration	Planning Commission	City Council	Steering Committee
<p>Mayor Appoints Chief Planning Officer (CPO)</p>	<p>Makes and approves plan as a guide for development within the City of Flint</p>	<p>Adopts a resolution allowing for the right of the Council to approve or reject the Plan</p>	<p>The Committee will be co-chaired by a member of the Planning Commission and a community leader.</p>
<p>City Administrator Positions, leverages, and coordinates City resources</p>	<p>Provides policy direction and input regarding goals and objectives of planning process, concepts for funding proposals, desired qualities for Chief Planning Officer (CPO), and criteria for selecting master planning consultants</p>	<p>Participates in the procurement process by adopting procurement resolutions, including those for the hiring of professional consultants</p>	<p>The members of the Master Planning Steering Committee will be selected by a four-person panel consisting of the 2 co-chairs, a member of the City Council, and the Mayor.</p>
<p>Department of Community and Economic Development (DCED) DCED Director communicates to and coordinates with CPO, Administration, and City Council regarding positioning/leveraging City resources Prepares RFQs/RFP(s) for consultant(s) In consultation with Planning Commission, selects and manages consultants</p>	<p>Ensures that guiding principles identified in the initial steps of the planning process are adhered to throughout the Master Planning initiative</p> <p>Steers and guides the master planning process, subject to the authority reserved and vested in the Administration and Council</p> <p>Convenes Steering Committee [Selects commissioner to co-chair the committee]</p> <p>Communicates at least monthly with the CPO, Planning Administrator, and Steering Committee about the master planning process.</p>	<p>Participates in master planning workshops</p> <p>Receives monthly updates on the planning process and provides input regarding goals and objectives</p> <p>Reviews, approves or rejects (but does not amend) the final Plan</p> <p>[Council is empowered to submit statement of objections to Commission; Commission shall revise plan to address objections; process is repeated until Council approves proposed plan.]</p>	<p>The Committee will be comprised of up to 21 members and shall include representatives of:</p> <ul style="list-style-type: none"> --community residents --the business community --neighborhood organizations --faith-based organizations --master plan partners --other local stakeholders --at least one member of the Flint city Council --at least two members of the Flint Planning Commission.
<p>Chief Planning Officer (CPO) Reports to DCED Director, City Administrator, and Mayor Oversees functions related to development matters, so far as functions relate to the master planning process Acts as liaison to all City agencies regarding preparation of proposals for planning process Obtains information and conducts studies as required by Mayor and heads of agencies Upon request, receives reports concerning development matters. In conjunction with pertinent agency head(s), evaluates reports in light of policies, programs, and priorities of the Mayor and Plan In coordination with Planning Administrator, administers grants awarded to City in connection with master planning process</p>	<p>Sponsors and participates in master planning workshops</p> <p>Holds public hearings for community input on Plan</p> <p>Approves final Master Plan</p>		<p>Additional advisory groups may be formed, involving additional people and partners, to address specific elements of the Plan.</p> <p>The Steering Committee "will not be a board assigned with decision making power, nor will it be a public body. Its role will be to help channel community resources towards the master planning effort and ensure the broadest feasible community ownership of the master planning process."</p> <p>The steering Committee "will reflect the social makeup of the City of Flint in its membership (including by race, gender, age, geography, etc.). At least 75% of the advisory group must be people who reside in the City of Flint. Each ward of the City shall have at least one resident of that ward who is a member of the Master Plan Steering Committee."</p>

MASTER PLAN FC SUSTAINABLE FLINT
DRAFT WORK PLAN

Phase 1	<p>Assemble team</p> <p>Hire or designate a "Chief Planning Officer"</p> <p>Select Steering Committee</p> <p>Hire professional consultants</p> <p>Collect and identify current and critical data.</p> <p>Collect and review institutional and neighborhood planning documents.</p>	<p>Approx. Time (quarters)</p> <p>one - two</p>
<p>Data collection and Analysis</p> <p>Review current plan documents</p> <p>Review innovative Planning Principles</p>	<p>Analyze data and review opportunities for integrated planning efforts.</p> <p>Create maps from the analyzed data and planning documents that depict the current picture of the existing conditions and identify trends to use in decision making.</p> <p>Review of innovative planning and development strategies.</p>	
Phase 2	<p>Develop Planning Framework and Guiding Principles</p> <p>Community and Stakeholder Engagement</p> <p>Develop planning training curriculum and organize educational sessions on plan development and implementation for residents, city administrators, city officials, and stakeholders.</p> <p>Conduct Community Vision Sessions that develop consensus around a set of guiding Principles and city-wide Strategic Planning Framework for future planning.</p>	<p>three - six</p>
<p>Develop Planning Toolbox</p>	<p>Develop a "Planning Toolbox" that will define a methodology for identifying different types of planning areas within the City. It will also serve as a set of best planning practices, policies and priorities specific to each type of planning area for neighborhood and community groups to use to complete small area land use plans.</p>	
Phase 3	<p>Develop Master Plan</p> <p>Adoption of Master Plan</p> <p>Develop sub area plans.</p> <p>Develop Draft Master Plan for a sustainable Flint.</p> <p>Complete statutory procedures, including all public hearings, required for adoption of Master Plan.</p>	<p>seven - ten</p>
Phase 4	<p>Implementation of Master Plan</p> <p>Amend existing City Zoning Ordinances to reflect Master Plan principles, goals, and objectives.</p> <p>Write and adopt capital improvements plan.</p> <p>Develop GIS mapping and statistical data base system for access to comprehensive information on each parcel located in the City for planning and development purposes.</p> <p>Develop community educational materials regarding the Master Plan, related plans and tools.</p> <p>Corridor Plan(s)</p>	<p>ten - twelve</p>
		<p>total: 12 calendar quarters</p>

MASTER PLAN DEVELOPMENT AND ADOPTION PROCESS

City of Flint decides to update the City Master Plan



The City of Flint's Planning Commission sends a "Notice of Intent to Plan" explaining that they intend to prepare a master plan and request the recipient's cooperation and comment:

- The Planning Commission of each contiguous municipality or the legislative body if there is no Planning Commission. (Flint Twp., Mt. Morris Twp., Genesee Twp., City of Burton, Mundy Twp.)
- The County Planning Commission of the county the municipality is located in (Genesee County Metropolitan Planning Commission). The notice to the County will include a statement that a notice to other required municipalities has been sent and a list of those it was sent to.
- Each public utility and railroad company and any government entity that registers its name with the municipality.
- The Genesee County Road Commission and MDOT if the plan will include a master street plan.

The notice may include a statement that further notice shall be via e-mail unless there is a request for a paper copy sent by first-class mail delivery.



Flint Planning Commission Prepares Draft Master Plan



Flint Planning Commission submits a draft master plan to the Flint City Council for review and comment. Flint City Council approves distribution of the draft master plan. Flint Planning Commission sends a copy of the draft Master Plan and an explanation of where to send any comments (which may include of notice of public hearing) to everyone required to be sent the initial notice at the beginning of the planning process. The notice must be sent at least 63 days prior to the Flint Planning Commission's public hearing for a new or updated master plan. The statements are advisory only.



At least 15 days prior to the public hearing the Flint Planning Commission publishes a notice of the public hearing in a local newspaper. A notice of the public hearing shall be sent to each entity that was sent the initial notice at the beginning of the planning process.



The Flint Planning Commission holds the public hearing. It may vote to adopt the master plan at that meeting or at a subsequent meeting. Approval requires a 2/3 vote of the members of the Planning Commission. Adoption is by resolution.



If the Flint City Council has not passed a resolution asserting its right to final approval, the action of the Planning Commission is final.



If the Flint City Council has passed a resolution asserting its right to final approval, the Flint Planning Commission forwards a copy of the plan as approved by them to Flint City Council for approval.



The Flint City Council may vote to approve or reject the plan, but may not change it. If they approve the plan, it is adopted. If they reject the plan, it is sent back to the Flint Planning Commission with an explanation of their objections. The Flint Planning Commission shall revise the plan to address the objections and may then vote to approve the plan again and send it back to the Flint City Council.



The Flint Planning Commission sends a copy of the adopted Master Plan to everyone required to be sent the initial notice at the beginning of the planning process.

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ment. The Ombudsman is not eligible to hold any City office for two (2) years after leaving the position.

3-514 REMEDIES CUMULATIVE

The remedies of this Chapter are additional to those provided under any other law.

3-515 SALARY AND OTHER COMPENSATION

The salary and other compensation of the Ombudsman is equal to that of the City Clerk.

3-516 STAFF

The Ombudsman shall be granted a budget adequate to allow such staff as is reasonable and proper for the performance of the duties of said office. All staff members shall be appointed by and serve at the pleasure of the Ombudsman.

3-517 REFERENDUM

The question of whether the office of Ombudsman shall be retained shall be submitted to the voters of the City of Flint at the general election of November, 1980. If the question fails, the office will terminate on the first day of the following January.

4-101 MAYOR

The Mayor is the chief executive officer of the City and shall have such powers and duties as are granted by state law or this Charter.

4-102 TERM OF OFFICE

The Mayor shall serve for a period of four (4) years commencing at 12 o'clock noon on the Monday following the regular Mayoral general election.

4-103 OBLIGATION OF LEADERSHIP

The Mayor shall take care that the laws be enforced and shall recommend to the City Council from time to time proposals for dealing with the problems of the City. At least once a year, the Mayor shall present a State of the City Address to the City Council and to the public-at-large.

4-201 CITY ADMINISTRATOR

- A. The Mayor, with the approval of the City Council, shall appoint a City Administrator who shall be the chief administrative officer of the City.
- B. The City Administrator shall serve at the pleasure of the Mayor.

4-202 EXECUTIVE STAFF

- A. The Mayor shall, in accordance with law, appoint the principal officials responsible for budget, personnel, planning, legal counsel, and administrative services; they shall serve at the pleasure of the Mayor.
- B. Other principal staff officials and their responsibilities may be created by the City by law.
- C. There shall be no more than ten (10) principal staff officials serving at the pleasure of the Mayor.

a position in the Classified Service, and if such person is an elected or appointed officer or employee of the City, he or she shall forfeit the office or position.

4-401 APPOINTMENT OF CITY TREASURER AND CITY ASSESSOR

- A. The Mayor shall appoint a City Treasurer and a City Assessor. They shall perform the duties required by law or assigned to them by the Mayor or any person designated by the Mayor
- B. They shall not serve at the pleasure of the Mayor, but shall be subject to removal in the manner provided by law or this Charter

4-501 DUTIES AND RESPONSIBILITIES OF THE CHIEF PLANNING OFFICER

- A. The chief planning officer shall obtain all information and conduct all studies required by the Mayor and the heads of agencies in the preparation of proposals relative to development matters.
- B. The chief planning officer shall have continuing liason with all agencies of the executive branch, and may assign any relevant study to any agency. Any agency, with the knowledge and consent of the chief planning officer, may undertake the study of any development matter within the scope of its duties.
- C. The chief planning officer shall receive all reports concerning development matters and other information which it requests. The chief planning officer shall, with the head of any agency involved, evaluate all reports and information in light of the policies, programs and priorities of the Mayor and the master plan

4-502 DEVELOPMENT MATTERS

The term "development matters" as used in this Charter includes:

- A. The Master plan for social, economic and physical development and conservation;
- B. The annual capital agenda and capital budget;
- C. Any development or renewal project on or affecting public real property or public interests in real property, or requiring public assistance;
- D. Proposed ordinances for the regulation of development or conservation;
- E. Proposals for the demolition, disposition or relinquishment of, or encroachments upon, public real property or public interests in real property;
- F. Any other items added by ordinance.

4-503 PURPOSE OF THE PLAN

"Plan" or "master plan" has the same meaning as "comprehensive plan." The plan shall be a set of guidelines to assist the Mayor and others in evaluating and implementing specific proposals for the total development of the City and its residents.

4-504 COMPREHENSIVE PLAN

The Mayor shall propose and the City Council, after review by the Planning Commission, shall approve, with the modifications the Council deems necessary, a comprehensive plan of policies for the social, economic and physical development and conservation of the City

240458-T



RESOLUTION NO.: _____

PRESENTED: 10-9-2024

ADOPTED: _____

Resolution of Support for FY2026-2029 Transportation Improvement Program (TIP) Projects to Secure Funding for Improvements to Federal Aid Eligible Roads within the City of Flint's Jurisdiction

BY THE CITY ADMINISTRATOR:

The Genesee County Metropolitan Alliance, along with staff from the Genesee County Metropolitan Planning Commission (GCMPC) issued a call for projects to be submitted for funding consideration under the FY2026-2029 Genesee County Transportation Improvement Program (TIP).

The City of Flint, Transportation Division, submitted several project applications that were included in the Draft List of Prioritized Projects.

The Department of Public Works, Transportation Division, is requesting that this resolution be adopted to attest the city's support for the following projects and certifies that it will provide the estimated local match dollars.

The cost of \$615,023.00 is for the Local Share Portion of the following projects: Ward 5 / E Hamilton Ave project (North St to JP Cole), \$601,586.00 is for the Ward 8 / Van Slyke project (Atherton to Hemphill), Preservation Project Applications, \$114,910.80 is for the Ward 1 & 2 / ML King project (Bishop to Stewart), \$186,014.00 is for the Wards 1 & 2 / ML King project (Stewart to Wagoner), \$125,694.00 is for the Wards 1 & 2 / ML King project (Wagoner to Pasadena), \$98,588.00 is for the Ward 1 & 2 / ML King project (Pasadena to McClellan), \$186,014.00 is for the Wards 1 & 2 / ML King project (McClellan to Baker), PASER 5 Project Applications, \$205,548.00 is for the Ward 1 / Pierson Rd project (Clio to Fleming), \$205,548.00 is for the Ward 1 / Pierson Rd project (Fleming to Dupont), and \$264,276.00 is for the Ward 1 / Pierson Rd project (Dupont to Harvard).

IT IS RESOLVED, That this resolution is adopted to attest the City's support for the Draft List of Prioritized Projects for the FY2026-2029 Transportation Improvement Program (TIP) call for projects to secure funding for improvements to Federal-aid eligible roads within the City of Flint's jurisdiction. The City of Flint's estimated local match is in the amount of \$ 2,603,201.80.

IT IS FURTHER RESOLVED, That this resolution attests the City's commitment to providing local funding for its share of projects selected for inclusion in the FY2026-2029 Transportation Improvement Program.

APPROVED AS TO FINANCE:

Phillip Moore
Phillip Moore (Oct 7, 2024 15:15 EDT)
Phillip Moore, Chief Financial Officer
Chief Financial Officer

APPROVED AS TO FORM:

Joseph Kuptz
Joseph Kuptz (Oct 7, 2024 15:15 EDT)
Joseph Kuptz
Chief Legal Officer

Clyde D. Edwards / A0317
Clyde D. Edwards, A0317 (Oct 7, 2024 15:18 EDT)
Clyde Edwards, City Administrator

CITY COUNCIL:

FY25 – KRN



CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

TODAY'S DATE: *October 2nd, 2024*

BID/PROPOSAL#

AGENDA ITEM TITLE: Resolution of Support for FY2026-2029 Transportation Improvement program (TIP) Projects to Secure Funding for Improvements to Federal Aid Eligible Roads within the City of Flint's Jurisdiction

PREPARED BY: Jo Janiski / Abdul Khandker

VENDOR NAME:

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

Pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads. Proposed road projects that will be paid with the use of Federal funds must be programmed with the Federal Highway Administration (FHWA) for implementation with the use of Federal funds under Federal programs.

Federal law requires that Metropolitan Planning Organizations (MPO) be designed for each metropolitan urbanized area. The MPO is responsible for overseeing transportation projects and the processes that make them happen. The Genesee County Metropolitan Planning Commission (GCMPC) is the Metropolitan Planning Organization (MPO) for the Genesee County region, that includes the City of Flint. The Genesee County Metropolitan Alliance, along with staff from the Genesee County Metropolitan Planning Commission (GCMPC) issued a call for projects to be submitted for Federal funding consideration under the FY2026-2029 Genesee County Transportation Improvement Program (TIP).

The City of Flint has submitted ten (10) project proposals. These projects were researched and picked by the City Engineer, Abdul Khander.

Pursuant to Federal Law, TIP proposals require a committed local share through an approved resolution to secure funding. The City of Flint hereby resolves to commit 20% of the total costs for all approved transportation proposals, complementing the Transportation Program's commitment of 80% funding for these projects. Upon final approval of each project, a subsequent resolution will be submitted to specify the exact cost estimate and the committed amount for the construction project. This commitment is contingent upon the approval of the proposals and adherence to all applicable federal, state, and local regulations, and shall remain in effect until all projects are finalized and resolutions for project-specific commitments have been adopted.



CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

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

The Streets Department has an Account Dedicated to the Transportation Improvement Program Funds, labeled Transportation – TIP Contribution Professional Services (202-450.202-801.000). All invoicing will be budgeted for the year that project is approved to start (FY2026-FY2029).

The commitment of funds from the Transportation – TIP Contribution Account is contingent upon the receipt of approved proposals and shall be appropriated as necessary from available funds in the City's budget, ensuring compliance with all applicable federal, state, and local regulations.

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

These projects will enhance road safety and efficiency for residents, businesses, and emergency services by reducing vehicle wear, lowering maintenance costs, and improving access to essential services. By leveraging a 20% local share with an 80% match through the Transportation Improvement Program (TIP), the City of Flint, in partnership with Genesee County, maximizes its investment in critical infrastructure improvements. This collaboration strengthens regional relationships and is cost effective for the City of Flint's infrastructure.

Section IV: FINANCIAL IMPLICATIONS:

There are no immediate financial implications until the project applications are approved. However, if all applications are approved, the City is authorizing a commitment to cover the local share, as outlined below. This resolution confirms the City's commitment to provide local funding for its portion of the projects selected for the FY2023-2026 Transportation Improvement Program. The maximum amount the City would commit is specified below, based on the estimated project costs.

The Transportation - TIP Contribution Account has an Annual Average Budget of \$6,654,000. All Projects are being submitted for a 4 Year Period and the maximum Local Share of all Project Applications would be



CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Local Share Amount (20% of Total Cost)	Ward/Project
Reconstruction Project Applications					
Transportation	Transportation - TIP Contribution	202-450.202-801.000		\$615,023.00	5 / E Hamilton Ave (North St to JP Cole)
Transportation	Transportation - TIP Contribution	202-450.202-801.000		\$601,586.00	8 / Van Slyke (Atherton to Hemphill)
Preservation Project Applications					
Transportation	Transportation - TIP Contribution	202-450.202-801.000		\$114,910.80	1 & 2 / ML King (Bishop to Stewart)
Transportation	Transportation - TIP Contribution	202-450.202-801.000		\$186,014.00	1 & 2 / ML King (Stewart to Wagoner)
Transportation	Transportation - TIP Contribution	202-450.202-801.000		\$125,694.00	1 & 2 / ML King (Wagoner to Pasadena)
Transportation	Transportation - TIP Contribution	202-450.202-801.000		\$98,588.00	1 & 2 / ML King (Pasadena to McClellan)
Transportation	Transportation - TIP Contribution	202-450.202-801.000		\$186,014.00	1 & 2 / ML King (McClellan to Baker)
PASER 5 Project Applications					
Transportation	Transportation - TIP Contribution	202-450.202-801.000		\$205,548.00	1 / Pierson Rd (Clio to Fleming)
Transportation	Transportation - TIP Contribution	202-450.202-801.000		\$205,548.00	1 / Pierson Rd (Fleming to Dupont)
Transportation	Transportation - TIP Contribution	202-450.202-801.000		\$264,276.00	1 / Pierson Rd (Dupont to Harvard)
FY26-29 GRAND TOTAL				\$2,603,201.80	

PRE-ENCUMBERED? YES NO REQUISITION NO:



CITY OF FLINT
STAFF REVIEW FORM

Revised July 2, 2024

ACCOUNTING APPROVAL: Jo Janiski Date: 10/07/2024
Jo Janiski (Oct 7, 2024 11:04 EDT)

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO , Not at this time.

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 (FY2026) \$ 650,800.45

BUDGET YEAR 2 (FY2027) \$ 650,800.45

BUDGET YEAR 3 (FY2028) \$ 650,800.45

BUDGET YEAR 3 (FY2028) \$ 650,800.45

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

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

DEPARTMENT HEAD SIGNATURE: Rodney McGaha
Rodney McGaha (Oct 7, 2024 11:16 EDT)
(Name, Title)



240481-T

RESOLUTION NO.: _____

PRESENTED: 10-23-2024

ADOPTED: _____

BY THE CITY ADMINISTRATOR:

RESOLUTION TO AIS CONSTRUCTION EQUIPMENT FOR THE PURCHASE OF TWO (2) JOHN DEERE BACKHOE LOADERS

The City of Flint Water Service Center, Utilities Division, requests a purchase order be issued to AIS Construction Equipment for the purchase of two (2) John Deere Backhoe Loaders. These loaders will replace the 2 loaders (1 – sewer and 1 – water) that were turned in June 2024 at the end of their lease.

This is a qualified purchase under MiDeal State Contract #240000000158. There is adequate funding for said purchases from the listed accounts:

590-540.208-863.000	Vehicle & Equipment Charges	\$170,354.00
591-540.202-863.000	Vehicle & Equipment Charges	\$170,354.00

IT IS RESOLVED, that The Division of Purchases and Supplies, upon City Council’s approval, is hereby authorized to issue a Purchase Order to AIS Construction Equipment for the purchase of two (2) John Deere backhoe loaders in an amount not to exceed \$340,708.00 for FY25 (07/01/24-06/30/2025).

FOR THE CITY OF FLINT:

APPROVED BY CITY COUNCIL:

CLYDE D EDWARDS / A0323

CLYDE D. EDWARDS / A0323 (Oct 14, 2024 13:24 EDT)

Clyde Edwards, City Administrator

APPROVED AS TO FORM:

APPROVED AS TO FINANCE:

JK

Joseph Kuptz (Oct 14, 2024 12:54 EDT)

Joseph Kuptz, Acting City Attorney

Phillip Moore

Phillip Moore (Oct 14, 2024 13:10 EDT)

Phillip Moore, Chief Financial Officer

APPROVED AS TO PURCHASING:

Lauren Rowley

Lauren Rowley, Purchasing Manager



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

TODAY'S DATE: October 1, 2024

BID/PROPOSAL#

AGENDA ITEM TITLE: New John Deere Backhoe Loader (2)

PREPARED BY: Cheri Priest for Paul Simpson and Entrice Mitchell, WSC Supervisors

VENDOR NAME: AIS Construction Equipment

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

AIS Construction Equipment is the local John Deere tractor vendor that the WSC had used in the past. We have purchased equipment from them numerous times over the years and have received excellent service, both with their personnel and their equipment. Over the years, we have used various other brands of tractors, (Case, New Holland, T-Rex, Cat, etc.) and in order to keep our fleet streamlined, we prefer to use one brand, which eliminates the need to carry various parts for different brands of backhoes. Out of the different brands that we have used over the years, John Deere best fits the needs of the Water and Sewer departments. We have not solicited any recommendations from other areas concerning the purchase of this equipment. This request is to replace the two (2) backhoes that were turned in June 2024 at the conclusion of their respective leases. This is a qualified purchase under MiDeal State Contract #24000000158. See attached quote.

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

Fiscal Year	Account	FY GL Allocation	FY PO Amount	FY Expensed	Resolution
2025	590-540.208-863.000	\$1,000,000.00	Pending	-0-	Pending
2025	590-540.208-863.000	\$1,000.000.00	\$12,000.00	529.64	N/A
2024	590-540.208-930.000	\$300,000.00	\$7,500.00	\$278,327.91	N/A
2024	591-540.100-977.000	\$980,576.89	\$146,373.00	\$313,925.08	240249
2023	590-540.208-863.000	\$614,198.15	\$272,559.00	\$380,065.15	230115
2023	590-540.100-863.900	\$300,000.00	\$7,500.00	\$196,540.51	N/A
2023	591-540.100-863.900	\$300,000.00	\$7,500.00	\$235,334.69	N/A
2022	Nothing Requested	N/A	N/A	N/A	N/A
2021	Nothing Requested	N/A	N/A	N/A	N/A



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

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

The Water and Sewer supervisors will each be responsible for any vendor communications with the vendor, including delivery dates, equipment training, repairs and maintenance, and any other issues that may arise with the equipment. These backhoes are critical to the operation of the water and sewer departments and are used exclusively in almost all repair excavations (sewer repairs, sanitary and storm and all water excavations, such as water main breaks and valve repairs). These repairs are a direct benefit to the residents of the City of Flint in that they will ensure that both their water and sewer lines are performing as intended, with minimal down time and inconvenience.

Section IV: FINANCIAL IMPLICATIONS:

IF ARPA related Expenditure:

Has this request been reviewed by E&Y Firm: YES NO IF NO, PLEASE EXPLAIN:

This purchase is budgeted in both water and sewer budgets.

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
2496	Vehicle & Equipment Charges	590-540.208-863.000	N/A	\$170,354.000
2493	Vehicle & Equipment Charges	591-540.202-863.000	N/A	\$170,354.000
FY25 GRAND TOTAL				\$340,708.000



CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

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)*:

PRE-ENCUMBERED? YES NO REQUISITION NO: 2500009366

ACCOUNTING APPROVAL Cheri Priest Date: 10/12/2024
City of Flint (Oct 12, 2024 12:15 EDT)

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO

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

DEPARTMENT HEAD SIGNATURE: Paul Simpson
Paul Simpson (Oct 14, 2024 07:40 EDT)
Paul Simpson, Water Distribution Supervisor

DEPARTMENT HEAD SIGNATURE: Entrice Mitchell
Entrice Mitchell, Sewer Systems Supervisor



GRAND RAPIDS
600 AIS Drive Southwest
Grand Rapids, MI 49548
Telephone: (616) 538-2400

SAGINAW
4600 AIS Drive
Bridgeport, MI 48722
Telephone: (989) 777-0090

TRAVERSE CITY
8300 M-72 East
Williamsburg, MI 49690
Telephone: (231) 267-9513

LANSING
3800 North Grand River Avenue
Lansing, MI 48906
Telephone: (517) 321-8000

RICHMOND
66809 Gratiot Avenue
Lenox, MI 48050
Telephone: (588) 727-7502

WEST DETROIT
56555 Pontiac Trail
New Hudson, MI 48165
Telephone: (248) 437-8121

September 27, 2024

Mr. Paul Simpson
City of Flint Water Department
3310 E Court St.
Flint MI 48506

Re: State of Michigan MiDeal Pricing for a New John Deere 410P Backhoe Loader

Dear Mr. Simpson,

AIS Construction Equipment Corp. is pleased to provide you with the following pricing for a New John Deere 410P Backhoe Loader. The pricing shown is the current MiDeal State Contract # 240000000158 pricing and as such will be firm the manufacturer list price changes.

Pricing:

New Factory New John Deere 410P Backhoe Loader as shown on the attached order sheet:

List Price:	\$254,730.00
Less State Contract 39% Discount:	<u>-\$99,345.00</u>
Net Machine Price:	\$155,385.00
PDI:	\$1,554.00
Delivery:	\$600.00
Labor to install Field Installed Attachments:	<u>\$12,815.00</u>
Total*:	\$170,354.00

*Pricing does not include State Sales or Federal Excise Taxes. Includes current steel surcharge in effect as of March 26, 2024. Surcharge - Buyer agrees that if the operating costs of AIS and/or its product manufacturers are affected as a result of significant regional or national economic fluctuations, AIS may add a surcharge to the price of the Goods to compensate for such cost variance.

Please let me know if you have any questions or need any additional information. We look forward to continuing to assist you with your heavy construction equipment needs.

Sincerely,

Greg Doyal
Governmental Sales Manager

410 P-tier Backhoe Loader

410 P-tier Standard Equipment

ENGINE:

John Deere PowerTech™ EWL 4.5L turbocharged 4-cylinder engine
Serpentine belt with automatic belt tensioner Vertical spin-on engine oil filter
Primary and secondary spin-on fuel filter with water separator
Dual safety element dry-type air cleaner with evacuator valve
Vertical curved exhaust stack

COOLING SYSTEM:

Engine radiator
Engine coolant -40 degrees F
Coolant recovery tank with low level indicator
Cooling fan with fan guard
Oil-to-water engine oil cooler
Oil to air hydraulic oil cooler
Oil to water transmission oil cooler
Fold-out hinged cooling system
High ambient temperature engine coolant

POWERTRAIN:

Powershift transmission with torque converter
Auto-shift feature (on/off)
Vertical spin-on transmission filter
Single electric transmission control lever
(forward/neutral/reverse) with integrated gear selection & horn
Electronic transmission controller with on-board diagnostics
Rigid mounted rear axle with 4-planet final drive
Differential lock, foot switch activated, protection on/off
Mechanical limited slip front wheel drive hydrostatic power steering with emergency manual mode power-assisted hydraulic service brakes inboard, wet disc, self-adjusting and self-equalizing (conforms to ISO 3450)
Power-assisted hydraulic service brakes inboard, wet disc, self-adjusting and self-equalizing (conforms to ISO 3450) Parking/emergency brake: independent of service brakes (conforms to ISO 3450) spring applied, hydraulically released, wet multi-disc

HYDRAULICS:

- 43 GPM axial piston pump - PCLS system
- Dedicated hydraulic reservoir
- 4 micron vertical spin-on filter
- "O" ring face seal connectors
- Circuit relief valve protection
- Economy mode
- Auto idle
- Lift mode provides up to 15% additional craning capacity

BACKHOE:

- 15 ft. 11 in. digging depth
- (extendible dipperstick, retracted) Backhoe transport lock lever
- Swing locking pin stored in op. station Pilot controls, two lever with pattern selection
- Reversible pad stabilizer feet with integrated lock stabilizer two-direction anti-drift valves
- Less bucket with bucket pins
- Backhoe boom includes mounting hole for optional boom protection plate.

LOADER:

- Return-to-dig feature
- Bucket level indicator
- Hydraulic self-leveling (anti-spill)
- Single lever control with electric clutch cut-off switch and momentary MFWD control
- Less bucket with bucket pins
- Loader boom service lock
- High-visibility loader arms

ELECTRICAL:

- 12 volt system
- 145 amp alternator
- (4) front driving/working, (4) rear working and (2) side docking halogen lights (32,500 candlepower each)
- (2) front and (2) rear turn signal/ flashing (2) rear stop and tail
- (2) rear reflectors
- Single battery with 350 minute reserve capacity and 1900 CCA
- Blade type multi-fused circuits
- By-pass start safety cover on starter Positive terminal battery cover

OPERATOR STATION:

- Modular-design ROPS/FOPS (level 2) canopy with molded roof (meets ISO 3471 and ISO 3449): isolation mounted
- Left and right side access
- Slip resistant steps and ergonomically located handholds (conforms to SAE J185) Seat, deluxe deep foam, vinyl cover, high back with adjustable:
- Suspension for weight/height
- Fore-aft
- Lumbar adjustment
- Flip-up arm rests
- 3 in. orange seat belt with retractor
- Tilt steering
- Fuel gauge
- Engine coolant temperature gauge Transmission oil temperature gauge

- Electric monitor system with audible and visual warning:
- Air cleaner restriction
- Low alternator voltage
- Engine coolant temperature
- Engine oil pressure & temperature
- Hydraulic filter restriction
- Low brake pressure
- Seat belt indicator
- Transmission oil temperature
- Fuel level
- Hourmeter / tachometer / voltmeter Machine diagnostics
- Sealed switch module
- Keyless start
- Machine security
- 12 volt outlets (1)
- Horn
- Interior rearview mirror
- Rotary hand throttle
- Suspended foot throttle
- Operator's manual storage compartment Integrated cup holder with form fitting rubber insert
- Lockable right hand storage
- Coat hook

OVERALL VEHICLE:

- (2) front and (2) rear built-in tie downs One-piece unitized construction mainframe Heavy duty front bumper
- Dent resistant rear fenders
- Vandal protection locking for:
- Engine hood
- Monitor
- Tool box
- Hydraulic reservoir
- 34 gal. fuel tank
- Reverse warning alarm
- 21L - 24 In. 12 PR (R4) tubeless rear 12.5/80 - 18 In. 10 PR traction front sure grip lug tires
- Ground level fueling
- Remote grease bank for front axle
- Tilt hood with (2) service positions
- JDLINK Ultimate in approved countries

410 P-tier Backhoe Loader

27-Sep-2024

Code	Description	Qty	List Price
17E0T	410 P-tier Backhoe Loader	1	\$197,574.00 USD

Option Codes

0202	United States	1	No Added Cost
0351	Translated Text Labels Vehicle labels translated to selected language with English labels. Includes labels for operator station, engine and backhoe controls options.	1	No Added Cost
0259	English English language for operator's manual and electronic content. Includes operator's manual and 4G OM packet.	1	No Added Cost
1003	Cab isolation mounted modular design ROPS/FOPS level 2 (meets ISO 3449 & ISO 3471) molded roof. Tinted safety glass. Deluxe interior trim. Headliner. Molded floor mat. Less radio (cab includes power connector for radio and threaded bosses for mounting brackets - see radio kit installation instructions). Air conditioning 26,000 BTU. CFC free R134a refrigerant. Heater/defrosters/pressurizer, 40,000 BTU, 10 speed. Deluxe mechanical suspension, cloth, swivel seat with lumbar adjustment and arm rests, fully adjustable. Keyless start. 3 inch orange seat belt with retractor. Tilt steering wheel. Interior rearview mirror. Front 2-speed wiper with windshield washer and rear 1-speed wiper. (2) front driving/working halogen lights - 32,500 candlepower each (2) rear working halogen lights - 32,500 candlepower each (6) additional work roof lights adds 2 front, 2 rear and 1 on each side of roof (4) turn signal/flashing/rear stop/tail lights - 2 front and rear (2) rear reflector	1	\$14,253.00 USD

183E	JDLink™	1	No Added Cost
	Includes integrated cab wiring harness, antenna, and JDLink™ Modem's (MTG).		
	JDLink™ connectivity is enabled separately through the JDLink™ website.		
	Connectivity service is subject to country availability.		
3009	Autoshift Transmission - Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential	1	No Added Cost
	5F/3R autoshift transmission.		
	Autoshift can be turned on/off in the SSM. When autoshift is off, the transmission will operate as a powershift.		
4006	John Deere 4.5L - FT4/Stage IV	1	No Added Cost
	Net peak power of 116 Hp.		
	For use only in areas where EPA final tier 4/EU stage IV is required.		
	Turbocharged.		
	Wet sleeve cylinder liners.		
	2 valves / cylinder.		
	Electronically controlled HPCR fuel delivery system, B20 biodiesel compatible.		
	Serpentine belt with automatic belt tensioner.		
	Enclosed safety fan guard.		
	Vertical spin-on engine oil filter.		
	Spin-on fuel filter with water separator.		
	Dual safety element dry-type air cleaner with evacuator valve.		
	Underhood exhaust filter and catalyts with evacuator valve.		
	Automatic exhaust filter regeneration.		
	Glow plugs.		
	Electronically controlled, variable-speed cooling fan.		
5250	Galaxy 21L-24 12PR Rear & 12.5/80-18 10PR Front	1	No Added Cost
	Requires axle code 3009.		
	Rear tire chains require wheel spacers (AT347522).		
6152	Single Battery with Disconnect and Jump Post	1	No Added Cost
	175 minute reserve capacity (950 CCA)		
	Recommended for use in ambient temperatures above 32 degrees F (0 degrees C).		

6752	Extendible Dipperstick Extended stabilizer legs; stabilizer overall width, operating: 13 ft. 3 in. (4.03 m.). Extendible dipperstick is controlled by roller on joystick.	1	\$9,003.00 USD
6576	1000 lb. (454 kg.) Front Counterweight	1	\$1,515.00 USD
7001	Auxiliary Hydraulics with One Way Flow (Hammer) Auxiliary plumbing to bulkhead (mid-point of dipperstick). Includes hydraulic quick disconnect fittings KV11305 and AT312681 rated for full auxiliary circuit flow capacity. Quick disconnects require connection without pressure and are identical to the couplings provided with the front loader 3rd function hydraulic option.	1	\$4,440.00 USD
7028	Pilot Controls, Two Lever, with Pattern Selection Proportional auxiliary control and extendable dipperstick control integrated into pilot control levers.	1	No Added Cost
7040	Three-Function Loader Hydraulics, Single Lever Single lever loader control with electric clutch disconnect, momentary MFWD, transmission quick-shift, and electro-hydraulic auxiliary control. For multi-purpose bucket and front attachments. Includes valve with circuit relief and .5 in. (12.7 mm) hoses and steel lines to loader cross tube.	1	\$3,517.00 USD
7806	24 in. (611 mm.) Heavy-Duty Bucket, 6.9 cu. ft. (0.20 cu. m.) Pin-on bucket includes 5 teeth, TK-system Fanggs	1	\$2,286.00 USD
7705	Multi-Brand Quick Coupler - Less Thumb If ordering coupler with thumb, requires option code 7706 or 7707. For use with Deere C, D, SE, SG, SJ, SK, SL & SL HL series buckets and with Case K, L, M and Cat C series buckets. Not for use with 710 buckets. Not compatible with Case N-series. Spacers are recommended for Cat and Case buckets, see bulletin 07BH08 for details.	1	\$1,985.00 USD
7861	Multi-Purpose Bucket 92 in (2.35 m), 1.31 Cu. Yd. (1.00 Cu. M.) Pin-on bucket includes reversible bolt-on cutting edges and skid plates. Requires third function hydraulics. Pre-drilled for 8 teeth	1	\$12,770.00 USD
8109	Sun Visor	1	\$102.00 USD
8207	Seat, Cloth Air-Suspension For enclosed Cab.	1	\$541.00 USD

8313	Stabilizer Guard	1	\$551.00 USD
	Protects the cylinder rod from damage due to rocks and other spoil pile debris during backhoe trenching operations. Note that when stabilizer guards are installed, the overall machine width may increase, depending on the model, length of stabilizer, and/or position of stabilizer pads.		
8165	Auto Ride Control	1	\$2,513.00 USD

Field Installed Attachments

AT31359	6 inch Amber Warning Light with LED Beacon and Magnetic Roof Mounting Kit	1	\$267.00 USD
AT43423	Rubber Bumper for Grille Frame	1	\$248.00 USD
AT37125	MFWD Wheel Fender Kit for 18 in. tires only	1	\$723.00 USD
	Requires MFWD and 12.5/80-18 or 340/80R-18 front tires.		
AT40890	Mounting kit for multi-purpose (ABC) Dry Chemical Fire Extinguisher	1	\$131.00 USD
	Kit Does not Include Fire Extinguisher.		
AT44842	Hand Held Hydraulics	1	\$464.00 USD
	Plumbing routed from the backhoe valve to above the battery box for hook up of hand held attachments. Average installation, 4 hours. Includes two circuit reliefs, fittings, clamps and hardware. Requires Selective Flow Valve. Installed in Battery Box.		
BYT1170	Selective Flow Control Kit (1 way flow for use with hammer or compactor)	1	\$1,847.00 USD
	For use on Backhoes with a Serial Number 390995 and Higher. Selective flow control to the backhoe valve for switch control of auxiliary hydraulics. Does not include plumbing kit.		

Total **\$254,730.00 USD**

Manufacturer's Suggested List Price shown. Retail prices may vary by dealer. Unless stated otherwise, taxes, freight, setup, delivery and other dealer specific charges not included in the pricing. Options/items noted with anything other than price will have additional costs. Pricing, availability, and specifications subject to change without notice. Special program pricing may be available on certain models. See dealer for details. Prices shown are in U.S. dollars and valid only in the U.S.



240482-T

RESOLUTION NO.: _____

PRESENTED: 10-23-2024

ADOPTED: _____

BY THE CITY ADMINISTRATOR:

RESOLUTION TO FREDRICKSON SUPPLY FOR THE PURCHASE OF A CCTV TRUCK

The City of Flint Water Service Center, Utilities Division, requests a purchase order be issued to Fredrickson Supply for the purchase of a CCTV Truck. This CCTV truck will be in addition to our current CCTV truck (which is 5 years old). This additional vehicle will greatly increase the amount of sanitary and storm sewers that can be televised.

This is a qualified purchase under Sourcwell Contract #032834-TRK. There is adequate funding for said purchases from the listed accounts:

590-540.208-863.000	Vehicle & Equipment Charges	\$390,055.67
---------------------	-----------------------------	--------------

IT IS RESOLVED, that The Division of Purchases and Supplies, upon City Council's approval, is hereby authorized to issue a Purchase Order to Fredrickson Supply for the purchase of a CCTV Truck in an amount not to exceed \$390,055.67 for FY25 (07/01/24-06/30/2025).

FOR THE CITY OF FLINT:

APPROVED BY CITY COUNCIL:

CLYDE D EDWARDS / A0326
CLYDE D EDWARDS / A0326 (Oct 16, 2024 13:22 EDT)
Clyde Edwards, City Administrator

APPROVED AS TO FORM:

APPROVED AS TO FINANCE:

JK
Joseph Kuptz (Oct 16, 2024 10:26 EDT)
Joseph Kuptz, Acting City Attorney

Phillip Moore
Phillip Moore (Oct 16, 2024 12:27 EDT)
Phillip Moore, Chief Financial Officer

APPROVED AS TO PURCHASING:

Lauren Rowley
Lauren Rowley, Purchasing Manager

Minicam Inc
12600 Newburgh Rd
Livonia, MI 48150
+1 7347445557 accounts@minicaminc.com
www.minicaminc.com



Estimate

ADDRESS

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

SHIP TO

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

ESTIMATE

2732-1

DATE

07/25/2024

EXPIRATION

08/31/2024

SALES REPS

Fredrickson Supply

DESCRIPTION	QTY	RATE	AMOUNT
E-450 chassis with Rockport box including buildout and installation of controller, cables, synchronized reels, crawlers, cameras, and accessories for mainline and lateral inspection system per attached spec.	1	\$390,055.67	\$390,055.67

Sourcwell Contract #: 032824-TRK
City of Flint Sourcwell ID# 86495

SUBTOTAL	\$390,055.67
TAX	0.00
TOTAL	\$390,055.67

Accepted By

Accepted Date

PAYMENTS MADE BY CREDIT CARD WILL BE SUBJECT TO A 3% PROCESSING FEE
PLEASE MAKE ALL CHECKS PAYABLE TO MINICAM INC.
FOR WIRE TRANSFERS & ACH PAYMENTS
ACCOUNT # 07629171558
ROUTING #: 042000314



www.fredricksonsupply.com

Ph: 616.949.2385

Fx: 616.949.2290

3901 3 Mile Rd. NW
Grand Rapids, Mi. 49534

SALES QUOTE	
Date	Quote #
07/19/24	2047

Bill To:
City of Flint
Flint, MI

Ship To:
FOB

PO Number	Terms	Rep	Ship Date	Via	FOB	Project
	Net 30	Alex	TBD			

Quantity	Item Code	Description	Price per quantity	Amount
Mainline Crawler & Camera Equipment				
1	VCU500US	VCU500 TRUCK MOUNTED CONTROL UNIT Compatible With, RAP, ACR & LCR Reels. Standard Controls Operate CRP90/140, CPL150, CRP300 & LAT150. 30GB Hard Drive Standard For Record and Reporting Functions. Compatible with External Computer for 3rd Party Software. Rack Mount Power Supply Included. *Required For Lateral Launch	20,450.00	20,450.00
1	VIP07	7M LINK CABLE: Van Interface Plate For Use With ACR Reels	800.00	800.00
1	ACR350US	1,150' FULLY SYNCHRONIZED REEL Self Layering Level Wind With Built In Counter. Removable Drip Tray. Bluetooth Joystick Remote. Cable Included. <i>Optional Cable Guide - Use VGP350</i>	42,630.00	42,630.00
1	VGP350	VGP350 VAN MOUNTED ROLLER Optional Add On For ACR350	6,293.00	6,293.00
1	CRP140	140MM PROTEUS CRAWLER Steerable 6-Wheel Drive. Motorized Lift - Built-In Standard. Inclination & Tilt Sensor - Standard. Multi-Frequency Sonde - 33, 512 & 640Hz. Includes (6) 90MM Soft Rubber Wheels. Center in 6 - 24"	26,200.00	26,200.00
1	CAM028L	CAM028L PAN&TILT	23,802.00	23,802.00



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Quantity	Item Code	Description	Price per quantity	Amount
1	ALB300	Lasers Standard for Measurement Functions. High Resolution - Adjustable Focus. Continuous Rotation - Auto-Home Feature. (6) High Powered & Adjustable LED Lights. Pressurized to 14psi. 120:1 Zoom (10x Optical-12x Digital) & 135Deg of Pan. Compatible with CRP140, CPL150 & CRP300. AUX LIGHT/BACKEYE CAMERA - PROTEUS	3,570.00	3,570.00
Lateral Launch Equipment				
1	LCR350US	LCR350 - LATERAL CABLE REEL 1000' of cable and 165' of semi flexible rod. Self layering mechanism keeps cable evenly wrapped on and off the reel. Cable payout and retrieval is ynsynchronized with the crawler. Supplied with an extending guide arm roller system. Built in controls at the reel for cable tension adjustments during setup. *Compatible with VCU500 Controller and ACR style mainline reels.	61,000.00	61,000.00
1	LAT150	LAT150 - LATERAL LAUNCH CRAWLER	33,525.00	33,525.00



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Quantity	Item Code	Description	Price per quantity	Amount
1	CAM050LAT	<p>Inspect laterals from 3 inch and main sewers from 6 inch. 8-wheel drive, fully steerable and pressurized. Push rod deploy belts feed to a launch aiming unit for guiding lateral camera. Forward observation camera with LED light. Built-in backup camera with LED light. Inclinometer & multi-frequency sonde standard. Supplied with one set of 8 x 90mm rubber wheels & Quick Release Wheel Lock.</p> <p>CAM050 LATERAL PAN & TILT CAMERA Suitable for pipe sizes 3"+. Suitable for Lateral System.</p> <p>* Compatible w/ ASS-006-322 Lateral Pin * NOT compatible with CCP60/100 coilers</p>	19,410.00	19,410.00

Wheels

6	QRW115SR/150	<p>115MM SOFT RUBBER WHEEL Compatible with CRP140 & CPL150 - Use (4), LAT150 - Use (6), Quick Release Connection, Center In 8 - 15".</p>	280.00	1,680.00
6	QRW140SR/150	<p>140MM SOFT RUBBER WHEEL Compatible with CRP140 & CPL150 - Use (4), LAT150 - Use (6), Quick Release Connection, Center In 12 - 20".</p>	310.00	1,860.00
4	QRW140XLSR/150	<p>140MM SOFT RUBBER WHEEL WITH XL HUB Compatible with CRP140 & CPL150 - Use (4), LAT150 - Use (6), Quick Release Connection, Center In 12 - 24".</p>	340.00	1,360.00
4	QRW90PCD/150	<p>90MM POLY-CRYSTALLINE DIAMOND</p>	550.00	2,200.00



Ph: 616.949.2385

Fx: 616.949.2290

3901 3 Mile Rd. NW

Grand Rapids, MI. 49534

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Flint, MI

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PO Number	Terms	Rep	Ship Date	Via	FOB	Project
	Net 30	Alex	TBD			

Quantity	Item Code	Description	Price per quantity	Amount
4	QRW115PCD/150	Compatible with CRP140 & CPL150 - Use (2) or (4), LAT150 - Use (4) or (6), Quick Release Connection, Center In 6 - 12". 115MM POLY-CRYSTALLINE DIAMOND WHEEL	675.00	2,700.00
4	QRW140PCD/150	Compatible with CRP140 & CPL150 - Use (2) or (4), LAT150 - Use (4) or (6), Quick Release Connection, Center In 8 - 15". 140MM POLY-CRYSTALLINE DIAMOND WHEEL	750.00	3,000.00
4	QRW250BT/150	10" BALLOON WHEEL Compatible With PCC01 - Use (4). Quick Release Connection. Center In 30 - 48".	420.00	1,680.00

Tools & Accessories

1	PCC01	LARGE DIAMETER CRADLE Compatible With CRP140 & CPL150. Includes (4) 8" Balloon Tires. Center In 18 - 48". Compatible With 140mm Rubber Wheels. <i>Option To Add (4) 10" Wheels. Use QRW250BT</i>	11,920.00	11,920.00
1	ASS-006-322	CAM050 LATERAL PIN Suitable for entering 4" lateral connections from a 6" main (& larger). Assists operator in alignment of camera during deployment.	346.00	346.00
1	PKP01	PRESSURIZATION KIT	810.00	810.00



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PO Number	Terms	Rep	Ship Date	Via	FOB	Project
	Net 30	Alex	TBD			

Quantity	Item Code	Description	Price per quantity	Amount
1	CGP01	Compatible With All Proteus Equipment. Carry Case, Regulator, hose and charging valve, 2 x CO2 cartridges included. CABLE GUIDE PULLEY	914.00	914.00
1	TRP	Sub-Surface Cable Protection TOP ROLLER PULLEY Surface Level Cable Protection	800.00	800.00

Vehicle & Upfit

1	E450G176-2WDD36767	2024 Ford E450 Gasoline, DRW Cutaway Chassis, 176" Wheel Base, including: 7.3L V8 Premium Engine 6-Speed O/D Transmission 4.56 Limited-Slip Axle 14,500 GVWR Payload Package Power Windows & Locks Remote Keyless Entry AM/FM Stereo Includes: Rockport 16' L x 96" W x 90" H CARGO PORT Box Body #RPAF169690FX	60,055.67	60,055.67
1	PREMIUM BOX BODY GAS	PREMIUM INSTALL - BOX BODY - 14'/16' - GAS	56,550.00	56,550.00



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Ph: 616.949.2385

Fx: 616.949.2290

3901 3 Mile Rd. NW

Grand Rapids, MI. 49534

SALES QUOTE	
Date	Quote #
07/19/24	2047

Bill To:
City of Flint
Flint, MI

Ship To:
FOB

PO Number	Terms	Rep	Ship Date	Via	FOB	Project
	Net 30	Alex	TBD			

Quantity	Item Code	Description	Price per quantity	Amount
		<ul style="list-style-type: none"> - High Traction Flooring - Kemlite Covered Walls & Ceiling - Insulated - 110V Electrical Outlets - High Visibility Strobe Light Package - LED Directional Signal - Sub-Roofline Mounted <p>CONTROL ROOM:</p> <ul style="list-style-type: none"> - 13,500 BTU A/C Unit - Partiton Wall - Pass-Through Door - Observation Window - Counter Top Workstation - Overhead Storage Cabinet - Streetside - Storage Closet - Curbside - Bench Seat With Storage - LED Light - Ceiling Mounted - 120V Wall Mounted Heater - Rack Mount Storage - Printer/ Scanner - 34" PBP Monitor - Worksite Viewing Monitor - Rear Facing Camera 		



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3901 3 Mile Rd. NW

Grand Rapids, MI. 49534

www.fredricksonsupply.com

SALES QUOTE	
Date	Quote #
07/19/24	2047

Bill To:
City of Flint
Flint, MI

Ship To:
FOB

PO Number	Terms	Rep	Ship Date	Via	FOB	Project
	Net 30	Alex	TBD			

Quantity	Item Code	Description	Price per quantity	Amount
		REAR WORK AREA: - Rear Facing TV For Inspection Viewing - LED Ceiling - Mounted Lights (2) - Utility Cabinet & Workbench - Streetside - Tool Box & Workbench - Curbside - Overhead Storage Cabinet - Curbside - Reel Rack - 2 Compartment Drawer & Slide Tray - 20 Gallon Wash Down Tank - 25' Retractable Reel - Sanitary Station- Sanitizer, Towel & Rubber Glove Holder - Rear Flood Light (2) - 5500 Watt Onan Gasoline Generator - 30 Amp Converter Charger - Shore Power Plug & Cord"		
1	TOOL BOX UPGRADE - RANGER 5060-06	TOOL BOX UPGRADE Ranger: Model 5060-06 Aluminum Weight Capacity: 150 lbs Dimensions: 18D x 24W x 36H in Cable latching drawers Locking bar for padlocking all drawers simultaneously	3,400.00	3,400.00
1	Rackmount-PC	Rackmount computer	3,100.00	3,100.00



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SALES QUOTE	
Date	Quote #
07/19/24	2047

Bill To:
City of Flint
Flint, MI

Ship To:
FOB

PO Number	Terms	Rep	Ship Date	Via	FOB	Project
	Net 30	Alex	TBD			

Quantity	Item Code	Description	Price per quantity	Amount
1	MISC	Intel Core i7 processor, 16GB RAM, 256GB M.2 SSD drive for Operating system and programs, 1TB M.2 SSD for data storage, DVD drive, Video capture card, Windows 10 Pro Operating system, keyboard and mouse.		
1	HGAC Contract	2 Days On-Site Training Minicam HGAC #SC06-24	0.00	0.00

*Quotes are good for 30 days unless otherwise noted.

Total	\$390,055.67
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*Quote is subject to manufacturer surcharges

Proposed by Fredrickson Supply
Alex Pummill
Printed: Alex Pummill

Accepted by Customer
Printed:

Minicam Inc
 12600 Newburgh Rd
 Livonia, MI 48150
 +1 7347445557 accounts@minicaminc.com
 www.minicaminc.com



Specifications # 2732-1

SALES REPS
 Fredrickson Supply

END USER/VIN#
 City of Flint, MI

DESCRIPTION	QTY
<p>◆MAINLINE CRAWLER & CAMERA EQUIPMENT◆</p> <p>VCU500US VCU500 TRUCK MOUNTED CONTROL UNIT: 1</p> <ul style="list-style-type: none"> - Compatible With, RAP, ACR & LCR Reels - Standard Controls Operate CRP90/140, CPL150, CRP300 & LAT150 - 30GB Hard Drive Standard For Record and Reporting Functions - Compatible with External Computer for 3rd Party Software - Rack Mount Power Supply Included <p>*Required For Lateral Launch</p>	
<p>VIP07 7M LINK CABLE: 1</p> <p>Van Interface Plate For Use With ACR Reels</p>	
<p>ACR350US 1,150' FULLY SYNCHRONIZED REEL: 1</p> <ul style="list-style-type: none"> - Self Layering Level Wind With Built In Counter - Removable Drip Tray - Bluetooth Joystick Remote - Cable Included <p>- Optional Cable Guide - Use VGP350</p>	
<p>VGP350 VGP350 VAN MOUNTED ROLLER: 1</p> <ul style="list-style-type: none"> - Optional Add On For ACR350 	
<p>CRP14 140MM PROTEUS CRAWLER: 1</p> <ul style="list-style-type: none"> - Steerable 6-Wheel Drive - Motorized Lift - Built-In Standard - Inclination & Tilt Sensor - Standard - Multi-Frequency Sonde - 33, 512 & 640Hz <p>- Includes (6) 90MM Soft Rubber Wheels - Center In 6 - 24"</p>	

CAM028L	<p>CAM028L PAN&TILT: 1</p> <ul style="list-style-type: none"> - Lasers Standard for Measurement Functions - Hight Resolution - Adjustable Focus - Continuous Rotation - Auto-Home Feature - (6) High Powered & Adjustable LED Lights - Pressurized to 14psi - 120:1 Zoom (10x Optical-12x Digital) & 135Deg of Pan - Compatible with CRP140, CPL150 & CRP300
ALB300	<p>AUX LIGHT/BACKEYE CAMERA - PROTEUS 1</p>
	<p>◆ LATERAL LAUNCH EQUIPMENT ◆</p>
LCR350US	<p>LCR350 - LATERAL CABLE REEL: 1</p> <ul style="list-style-type: none"> - 1000' of cable and 165' of semi-flexible rod- Self layering mechanism keeps cable evenly wrapped on and off the reel - Cable payout and retrieval is synchronized with the crawler - Supplied with an extending guide arm roller system - Built in controls at the reel for cable tension adjustments during setup <p>*Compatible with VCU500 Controller and ACR style mainline reels.</p>
LAT150	<p>LAT150 - LATERAL LAUNCH CRAWLER: 1</p> <ul style="list-style-type: none"> - Inspect laterals from 3 inch and main sewers from 6 inch - 8-wheel drive, fully steerable and pressurized- Push rod deploy belts feed to a launch aiming unit for guiding lateral camera - Forward observation camera with LED light - Built-in backup camera with LED light - Inclinometer & multi-frequency sonde standard - Supplied with one set of 8 x 90mm rubber wheels & Quick Release Wheel Lock
CAM050LAT	<p>CAM050 LATERAL PAN & TILT CAMERA:</p> <ul style="list-style-type: none"> - Suitable for pipe sizes 3"+ - Suitable for Lateral System * Compatible with ASS-006-322 Lateral Pin * NOT compatible with CCP60/100 coilers <p>◆ WHEELS ◆</p>
QRW115SR/150	<p>115MM SOFT RUBBER WHEEL: 6</p> <p>Compatible With:</p> <ul style="list-style-type: none"> - CRP140 & CPL150 - Use (4) - LAT150 - Use (6) - Quick Release Connection - Center In 8 - 15"
QRW140SR/150	<p>140MM SOFT RUBBER WHEEL: 6</p> <p>Compatible With:</p> <ul style="list-style-type: none"> - CRP140 & CPL150 - Use (4)

	<ul style="list-style-type: none"> - LAT150 - Use (6) - Quick Release Connection - Center In 12 - 20" 	
QRW140XLSR/150	<p>140MM SOFT RUBBER WHEEL WITH XL HUB:</p> <p>Compatible With:</p> <ul style="list-style-type: none"> - CRP140 & CPL150 - Use (4) - LAT150 - Use (6) - Quick Release Connection - Center In 12 - 24" 	4
QRW90PCD/150	<p>90MM POLY-CRYSTALLINE DIAMOND:</p> <p>Compatible With:</p> <ul style="list-style-type: none"> - CRP140 & CPL150 - Use (2) or (4) - LAT150 - Use (4) or (6) - Quick Release Connection - Center In 6 - 12" 	4
QRW115PCD/150	<p>115MM POLY-CRYSTALLINE DIAMOND WHEEL:</p> <p>Compatible With:</p> <ul style="list-style-type: none"> - CRP140 & CPL150 - Use (2) or (4) - LAT150 - Use (4) or (6) - Quick Release Connection - Center In 8 - 15" 	4
QRW140PCD/150	<p>140MM POLY-CRYSTALLINE DIAMOND WHEEL:</p> <p>Compatible With:</p> <ul style="list-style-type: none"> - CRP140 & CPL150 - Use (2) or (4) - LAT150 - Use (4) or (6) - Quick Release Connection - Center In 10" - 15" 	4
QRW250BT/150	<p>10" BALLOON WHEEL:</p> <ul style="list-style-type: none"> - Compatible With PCC01 - Use (4) - Quick Release Connection- Center In 30 - 48" 	4
	<p>◆ TOOLS & ACCESSORIES ◆</p>	
PCC01	<p>LARGE DIAMETER CRADLE:</p> <ul style="list-style-type: none"> - Compatible With CRP140 & CPL150 - Includes (4) 8" Balloon Tires- Center In 18 - 48" - Compatible With 140mm Rubber Wheels - Option To Add (4) 10" Wheels. Use QRW250BT 	1
ASS-006-322	<p>CAM050 LATERAL PIN:</p> <ul style="list-style-type: none"> - Suitable for entering 4" lateral connections from a 6" main (& larger) - Assists operator in alignment of camera during deployment 	1
PKP01	<p>PRESSURIZATION KIT:</p> <ul style="list-style-type: none"> - Compatible With All Proteus Equipment - Carry Case - Regulator, hose and charging valve - 2 x CO2 cartridges included 	1
CGP01	<p>CABLE GUIDE PULLEY:</p> <p>Sub-Surface Cable Protection</p>	1

TRP TOP ROLLER PULLEY: 1
Surface Level Cable Protection

◆ VEHICLE & UPFIT ◆

E450G176-2W- 2024 Ford E450 Gasoline, DRW Cutaway Chassis, 1
DD36767 176" Wheel Base, including:

- 7.3L V8 Premium Engine
- 6-Speed O/D Transmission
- 4.56 Limited-Slip Axle
- 14,500 GVWR Payload Package
- Power Windows & Locks
- Remote Keyless Entry- AM/FM Stereo

Includes:

Rockport 16' L x 96" W x 90" H CARGOPORT Box
Body #RPAF169690FX

PREMIUM BOX BODY - "PREMIUM INSTALL - BOX BODY - 14'/16' - GAS 1
GAS

- High Traction Flooring
 - Kemlite Covered Walls & Ceiling - Insulated
 - 110V Electrical Outlets
 - High Visibility Strobe Light Package
 - LED Directional Signal - Sub-Roofline Mounted
- CONTROL ROOM:
- 13,500 BTU A/C Unit - Partition Wall - Pass-Through Door - Observation Window - Counter Top Workstation - Overhead Storage Cabinet - Streetside - Storage Closet - Curbside - Bench Seat With Storage - LED Light - Ceiling Mounted - 120V Wall Mounted Heater - Rack Mount Storage - Printer/ Scanner - 34" PBP Monitor - Worksite Viewing Monitor - Rear Facing Camera

REAR WORK AREA:

- Rear Facing TV For Inspection Viewing - LED Ceiling - Mounted Lights (2) - Utility Cabinet & Workbench - Streetside - Tool Box & Workbench - Curbside - Overhead Storage Cabinet - Curbside - Reel Rack - 2 Compartment Drawer & Slide Tray - 20 Gallon Wash Down Tank - 25' Retractable Reel - Sanitary Station- Sanitizer, Towel & Rubber Glove Holder
- Rear Flood Light (2)
- 5500 Watt Onan Gasoline Generator
- 30 Amp Converter Charger - Shore Power Plug & Cord"

TOOL BOX UPGRADE - RANGER 5060-06	TOOL BOX UPGRADE - Ranger: Model 5060-06 - Aluminum - Weight Capacity: 150 lbs - Dimensions: 18D x 24W x 36H in - Cable latching drawers - Locking bar for padlocking all drawers simultaneously	1
Rackmount-PC	Rackmount computer - Intel Core i7 processor, 16GB RAM, 256GB M.2 SSD drive for Operating system and programs, 1TB M.2 SSD for data storage, DVD drive, Video capture card, Windows 10 Pro Operating system, keyboard and mouse.	1
◆ MISCELLENEOUS ◆		
Miscellaneous	2 Days On-Site Training	1

CITY OF FLINT



STAFF REVIEW FORM

Revised October 9, 2024

TODAY'S DATE: October 14, 2024

BID/PROPOSAL#

AGENDA ITEM TITLE: CCTV Truck Purchase

PREPARED BY: Cheri Priest for Entrice "Jiggy" Mitchell, Sewer Maintenance Supervisor

VENDOR NAME: Fredrickson Supply

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

The sewer department is requesting the purchase of a CCTV truck. This truck will be in addition to the current CCTV truck (5 years old). We utilize our current truck almost daily. Our goal, with the new truck, is to separate the sanitary and storm televising, with one truck dedicated to each collection system. This equipment is vital to sewer maintenance and allows us to see inside sewer lines without having to excavate. This will allow the sewer department to determine any issues that may exist in each system. Fredrickson Supply is a sewer cleaning vehicle dealer that we have used in the past. We have had no issues with the vendor. The truck we purchased 2 years ago has had minimal repair services but we have also had no issues on the repair side. This vendor was chosen as they were the only vendor that met the specific specifications that the sewer department needs for this type of specialized vehicle.

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

Fiscal Year	Account	FY GL Allocation	FY PO Amount	FY Expensed	Resolution
2025	590-540.208-863.000	\$1,000,000.00	\$390,055.67	N/A	Pending
2025	590-540.208-863.000	\$1,000,000.00	\$15,000.00	\$4,930.60	N/A
2024	590-540.100-977.000	\$ 490,646.39	\$35,000.00	\$180,775.45	N/A
2023	590-540.208-977.000	\$ 618,000.00	\$525,353.61	\$525,353.61	230104
2022	N/A	N/A	N/A	N/A	N/A

CITY OF FLINT



STAFF REVIEW FORM

Revised October 9, 2024

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

With 2 CCTV trucks, the sewer department will be able to televise many more lines and identify any issues that may be affecting residents. This will allow us to get the lines on either a relining list, repair schedule and/or cleaning schedule. This should decrease the amount of issues that residents may experience due to issues in the sanitary and storm collection systems.

Section IV: FINANCIAL IMPLICATIONS:

IF ARPA related Expenditure:

Has this request been reviewed by E&Y Firm: YES NO IF NO, PLEASE EXPLAIN:

This is a budgeted purchase and funding is available.

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

Dept.	Name of Account	Account Number	Grant Code	Amount
2496	590-540.208-863.000	Vehicle & Equipment Charges	N/A	\$390,055.67
		FY25 GRAND TOTAL		\$390,055.67

CITY OF FLINT



STAFF REVIEW FORM

Revised October 9, 2024

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 N/A

BUDGET YEAR 2 N/A

BUDGET YEAR 3 N/A

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

PRE-ENCUMBERED? YES NO REQUISITION NO: 25-0009198

ACCOUNTING APPROVAL Cheri Priest Date: 10/16/2024

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO

Section V: RESOLUTION DEFENSE TEAM:

(Places of the names of those who can defend this resolution at City Council)

	<u>NAME</u>	<u>PHONE NUMBER</u>
1	Jiggy Mitchell	810-397-7247
2	Tracey Smith	810-691-5366
3	Marquita Blair	810-423-5650

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

DEPARTMENT HEAD SIGNATURE: Entrice Mitchell
Entrice "Jiggy" Mitchell, Sewer Maintenance Supervisor



240484-T

RESOLUTION NO.: _____

PRESENTED: 10-23-2024

ADOPTED: _____

RESOLUTION FOR ACCEPT \$472,000 FROM MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY IN SUPPORT OF ACCESSIBILITY MODIFICATIONS FOR RENTERS, AND BUDGET AMENDMENT AUTHORIZATION TO RECOGNIZE REVENUE AND APPROPRIATE FUNDS

WHEREAS, the council adopted resolution no. 230404 on November 17th, 2023 accepting \$440,000.00 from MSHDA for their Investing in Community Housing Program which has been transitioned into the MI Neighborhood Program where the city of Flint was awarded an additional \$32,000.00;

WHEREAS, the City was awarded \$472,000 from Michigan State Housing Development Authority (MSHDA) MI Neighborhood Program; and

WHEREAS, this award will the City of Flint to make accessibility modifications for renters; and

WHEREAS, this program is an effort led by the City of Flint Department of Business and Community Services in support of other housing repair efforts; and

IT IS RESOLVED that appropriate City Officials are authorized to do all things necessary to process a budget amendment recognizing grant revenue and corresponding appropriations of funds under the following account:

Account Number	Account Name / Grant Code	Amount
296-704.735-569.000	SMSHD-MICH23 Revenue	\$472,000.00
296-704.735-963.000	SMSHD-MICH23 Expense	\$472,000.00

For the City:

For the City Council:

Clyde D. Edwards, City Administrator

Approved as to Form:

Approved as to Finance:

Joe Kuptz, City Attorney

Phillip Moore, Interim Chief Finance Officer



CITY OF FLINT STAFF REVIEW FORM

TODAY'S DATE: 10/21/2024

BID/PROPOSAL#

AGENDA ITEM TITLE: Resolution For Accept \$472,000 From Michigan State Housing Development Authority In Support Of Accessibility Modifications For Renters, And Budget Amendment Authorization To Recognize Revenue And Appropriate Funds

PREPARED BY: Shelby Bader, Department of Business and Community Service, ext. 3009

VENDOR NAME:

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The city council authorized the acceptance of a \$440,000 grant from MSHDA for housing rehabilitations throughout the city of Flint. Since the acceptance of the award the grantor(MSHDA) has changed the program to a Community Housing Program which allows an additional \$32,000 in funds to be added to the original grant amount. This resolution allows the City of Flint to accept a total of \$472,000.00 from MSHDA for their MI Neighborhood Program which will allow the City to perform housing rehab for renters with disabilities across the city.

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

Resolution# 230404 Authorized the acceptance of \$440,000 of MSHDA funds to this program before MSHDA redid the program and allocated an additional \$32,000.00 to the City of Flint.

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

This program creates a unique opportunity for disabled renters across the city to complete upgrades to their homes that will allow their homes to better suit their needs.

FINANCIAL IMPLICATIONS:

These funds will be required to be spent within 24 months of the grant date.



CITY OF FLINT STAFF REVIEW FORM

BUDGETED EXPENDITURE? YES NO IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
BCS	SMSHD-MICH23 Revenue	296-704.735-569.000	SMSHDMICH23	\$472,000.00
BSC	SMSHD-MICH23Expense	296-704.735-963.000	SMSHDMICH23	\$472,000.00
			FY24 GRAND TOTAL	736,122.00

PRE-ENCUMBERED? YES NO REQUISITION NO:

ACCOUNTING APPROVAL: _____ Date: _____

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 \$472,000.00

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)



RESOLUTION NO.: 240485-7

PRESENTED: 10-23-2024

ADOPTED: _____

**RESOLUTION TO
APPROVE APPOINTMENT OF CITY ATTORNEY**

BY THE MAYOR:

A vacancy in the position of City Attorney was created by the resignation of the former City Attorney effective July 26, 2024, and Mayor Sheldon Neeley has nominated JoAnne Gurley to serve as the City Attorney for the City of Flint pursuant to Section 4-603 of the City Charter.

WHEREAS, JoAnne Gurley, a qualified applicant for the position of City Attorney, has agreed to accept the nomination for the position upon terms set forth in the attached Terms of Appointment, and commence employment on November 25, 2024, if the appointment is approved by the Flint City Council.

WHEREAS, Mayor Sheldon Neeley has approved the attached Terms of Appointment for JoAnne Gurley to serve as City Attorney for the City of Flint, and requests that the same be approved by the Flint City Council pursuant to Section 4-603 of the City Charter.

THEREFORE, BE IT RESOLVED that the Flint City Council **APPROVES** the appointment of JoAnne Gurley as the Flint City Attorney, and the Terms of Appointment attached hereto.

APPROVED AS TO FORM:

Joseph Kuptz, Acting City Attorney

APPROVED AS TO FINANCE:

Phillip Moore, Chief Financial Officer

FOR THE CITY OF FLINT:

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

City Council President

TERMS OF APPOINTMENT

City Attorney

On this _____ day of October 2024 the Mayor of the City of Flint, Michigan, hereby appoints JoAnne Gurley as City Attorney pending her permanent appointment to the position of City Attorney as provided in Flint City Charter Sec. 4-603.

RECITALS

A. A vacancy in the position of City of Flint was created by the resignation of the former City Attorney effective July 26, 2024.

B. The Mayor of the City of Flint desires to recommend that the Flint City Council appoint JoAnne Gurley to serve as the Flint City Attorney pursuant to Sec. 4-603 of the Flint City Charter.

C. JoAnne Gurley has accepted the appointment to the position of City Attorney. The parties agree to the following Terms of Appointment.

1. Term of Appointment. The appointment of JoAnne Gurley as City Attorney shall be effective November 25, 2024, and shall continue until terminated as provided in these Terms of Appointment. 2. Scope of Services. Under the Mayor's general supervision, the City Attorney shall perform the duties of City Attorney as provided in Flint City Charter Secs. 4-601- 4-604 . She shall remain in good standing with the State Bar of Michigan and the Genesee County Bar Association. She may represent other clients in her individual capacity, separate and apart from the City, so long as she maintains separate malpractice insurance, does not perform this work during her hours or employment with the City of Flint, and there is no conflict of interest between the City of Flint and any new private client she represents following this appointment. She shall be subject to the work rules and policies established by the City of Flint and its Department of Law.

3. Compensation. The City Attorney shall be paid a salary based on an annual compensation rate of One Hundred Thirty-Eight Thousand Five Hundred Thirty Dollars and Nineteen Cents (\$138,530.19), payable in regular timely installments, in the same manner as other 2 employees of the City of Flint are paid. Such wages shall be paid from account 101-266.100- 702.000.

4. Benefits. The City Attorney shall be provided with the following benefits:

a. Fringe benefits equal to those now or later provided for an exempt employee allocated above Level 23, including, but not limited to, health care coverage, dental insurance, life insurance, and paid time off; but expressly excluding membership in the City of Flint Retirement System and the Civil Service System.

b. The City Attorney may participate in the City of Flint Hybrid Pension Plan as provided to other appointed officials of the City of Flint, which may change from time to time. The City Attorney shall be 100% vested at all times with respect to her own contributions to the City of Flint Hybrid Pension Plan.

For the purposes of providing the above compensation and fringe benefits to the City Attorney, the City of Flint shall place the City Attorney on the City's regular payroll so that all of said compensation and fringe benefits shall be provided in the same manner as other employees of the City of Flint.

The City Attorney may, once per fiscal year, request that up to 120 hours of her accrued paid time off be paid out in a lump sum, subject to the availability of funds.

5. Membership Dues. The City of Flint shall pay the City Attorney's annual membership dues in the State Bar of Michigan and the Genesee County Bar Association.

6. Indemnification and Insurance. The City of Flint shall indemnify and provide appropriate insurance coverage for the City Attorney for any attorney fees, reasonable costs, and damage awards incurred by the City Attorney due to any malpractice action brought against her by any person as a result of her performance of duties pursuant to her appointment. To the full extent permitted by law, the City of Flint shall defend, pay on behalf of, indemnify, and hold harmless the City Attorney against all claims, demands, suits, or losses (including, but not limited to, civil rights actions) and provide for all associated costs, and for any damages which may be recoverable from the City Attorney, by reason of any injuries or damages, including losses that may arise as a result of her acts, omissions, faults or negligence in connection with the performance of her duties and responsibilities under these Terms of Appointment and the Flint City Charter. The City of Flint shall provide appropriate insurance coverage for the City Attorney; provided, however, that the full indemnification of the City Attorney, as described here, shall not be in any way limited by the insurance coverage provided by the City of Flint.

7. Termination. These Terms of Appointment may be terminated with or without cause, in the Mayor's sole discretion in accordance with the Flint City Charter Sec. 4-603.3. The City Attorney may terminate these Terms of Appointment by providing thirty (30) days advance written notice to the Mayor, or as otherwise agreed upon by the parties.

8. Arbitration. The Mayor and the City Attorney agree that any and all disputes, controversies, or claims arising out of or in connection with or relating to these Terms of Appointment or any breach or alleged breach, and any claim that the Mayor or the City of Flint violated any state or federal statute (including discrimination/civil rights claims), Michigan common law doctrine, or committed any tort with respect to the City Attorney in relationship to their employment shall, upon the request of either party involved, be

submitted to and settled through final and binding arbitration in the State of Michigan in accordance with the Uniform Arbitration Act, MCL 691.1681, et seq., and the provisions contained in these Terms of Appointment.

a. Notice. Notice of the demand for arbitration shall be filed, in writing, with the other party to this Agreement, and submitted by personal delivery or certified mail to the other party at the office of the Mayor, or the residence of the City Attorney. Such notice must describe the nature of the controversy, and the remedy sought. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question arose where the party asserting the claim should reasonably have been aware of the same, but in no event later than the applicable statute of limitations.

b. Representation and Proceedings. The parties agree that the arbitration hearing will be conducted in accordance with the rules established by the arbitrator. Each party may elect to be represented by an attorney or other representative of their choice and at its expense, may arrange for and pay the cost of a court reporter to provide a stenographic record of proceedings. Each party shall have the right to pre-hearing discovery in the time and manner provided by the then applicable Federal Rules of Civil Procedure, unless otherwise mutually agreed to by the parties. Each party shall also have the right to subpoena witnesses and documents for the arbitration hearing. At least thirty (30) days before the hearing, the parties must exchange lists of witnesses, including any experts, and copies of all exhibits intended to be used at the hearing. Either party, upon request at the close of the hearing, will be allowed to file a post-hearing brief, with the filing date being set by the arbitrator.

c. Arbitrator. The arbitration shall take place before a neutral arbitrator who is licensed to practice law in the State of Michigan, and shall take place in or near Flint, Michigan. If the parties are unable to mutually select an arbitrator one shall be appointed by the Genesee County Circuit Court. The arbitrator shall have no power to add to, subtract from, or alter the terms of the Terms of Appointment, and shall render a written decision within three (3) months from the completion of the hearing or the submission of post-hearing briefs, whichever is later, or another time as mutually agreed to by the parties, setting forth findings and conclusions only as to the claims or disputes at issue.

d. Fees and damages. This arbitration procedure does not waive or limit, in any way, any statutory damages to which a party claims entitlement. The City Attorney shall pay that portion of the arbitrator's fee which is equal to the fee required to file a civil complaint in federal court. The City of Flint will pay the remaining portion of the arbitrator's fee. Each party shall pay for and bear the costs of its own experts, evidence, and counsel's fees.

If any party prevails on a statutory claim, which entitles the prevailing party to attorneys' fees, the arbitrator may award reasonable fees to the prevailing party in accordance with such statute.

e. Award. The arbitrator's award will be final and conclusive upon the parties and may only be challenged or appealed in accordance with the provisions of the Uniform Arbitration Act, MCL 691.1681, et seq.

A party may move a court of competent jurisdiction to enter an order confirming the arbitrator's award.

9. Whole Agreement. Any modifications to these Terms of Appointment must be in writing signed by both parties.

Dated this _____ day of October, 2024.

APPOINTEE:

As to Finance:

JoAnne Gurley

FOR THE CITY:

Sheldon A. Neeley, Mayor

JoAnne Gurley, Esq.

mcjgi@aol.com

CAREER OBJECTIVE: A qualified, legal professional with a wealth of local government experience, is seeking a senior-level attorney position within a municipality or other governing entity that welcomes driven, efficient, and hard-working individuals with strong advocacy, writing and research skills

PROFILE SUMMARY: My public law career includes extensive knowledge of municipal law, employment law, zoning and land use, American Rescue Plan Act (ARPA) funding rules, arbitration regulations, complex contract review; Freedom of Information Act (FOIA) and Open Meetings Act application proficiency, rights-of-way issues; state and federal telecommunications rules and regulations; franchise contract renewal procedures; acquisition of Public Education and Government (PEG) fees, management of franchise contracts, small cell tower rules and regulations, informal and formal cable complaint processes, ordinance violation procedures.

In private practice, I have represented clients in resolving wrongful terminations, contractual disputes, landlord-tenant matters, real estate purchases and closings, negotiating and drafting legal documents and in criminal matters. Successfully worked with prosecutors to limit criminal penalties for my clients;

Ability to work diligently and compassionately with clients to secure the best legal results. Capable of working independently and/or in a team environment.

EDUCATION: State Bar of Michigan Admittance, (2012)

Juris Doctorate, University of Detroit Mercy School of Law
(2005)

Bachelor of General Studies, University of Michigan-Ann Arbor
(1989)

Diversity, Equity and Inclusion Certification, Northwestern
University-Evanston, IL (2021)

COURT ADMITTANCE: United States Supreme Court
Eastern District of Michigan
State of Michigan

PROFESSIONAL AFFILIATIONS:

- State Bar of Michigan
- Genesee County Bar Association Member

KNOWLEDGE BASE:

Municipal law and governance
Employment Law
American Rescue Plan Act Funding
Rules
Michigan Home Rules Cities Act
Franchise Agreement Renewal process
Rights-of-ways issues
Small Cell Tower legislation
Pipeline Safety issues

Open Meetings Act
Freedom of Information Act
Cable Communications Policy Act of 1984, 1994
Trained on municipal ordinance violation procedures
Federal Communications Commission-franchise & Public Education and
Government (PEG) rulings
Insurance Law
School Mock Trial facilitator (OCBA)

Private practice

- Civil/Criminal law experience
- Drafting pleadings, motions and briefs
- Civil/Criminal trial experience
- Conducting depositions
- Successful negotiating experience

Seminars/Continuing Education (Institute for Continuing Education & State Bar of Michigan courses)

- Litigation/Trial practice workshops
- Labor & Employment law seminars
- Business Law
- Criminal Law
- Election Law
- Deposition Training
- Professional Development

WORK HISTORY:

City Attorney, City of Pontiac-(November 2023-present)

- Serve as Chief Legal counsel to the Mayor, Deputy Mayor, City Council, and department heads
- Ensure compliance with city ordinances, policies, and procedures
- Recommend and develop cohesive standard operating policies and procedures for internal efficiency
- Update Executive leadership and City Council on legal changes on local, state, and federal laws
- Serve as an Election Commissioner for the City
- Draft grant agreements for various American Rescue Plan Act (ARPA) funding projects as well as monitor compliance with terms and conditions
- Analyze and interpret Charter provisions, local ordinances, state, and federal law
- Review all resolutions and supporting contracts for weekly City Council meetings
- Draft legal opinions, city ordinances, resolutions, and contracts
- Assign cases to outside counsel, manage their workflow, evaluate legal product for thoroughness and review invoices for accuracy
- Review and edit complex contracts for multi-million-dollar road projects, new development, and redevelopment
- Develop pretrial and litigation strategy for cases in which the City is a defendant
- Oversee prosecution of local ordinance violations and misdemeanor
- Perform legal research using Westlaw and Lexis
- Manage and monitor law department budget for fiscal control
- Engage in discovery, motion practice and witness preparation •Perform staff trainings on evolving local, state, and federal law
- Oversees maintenance of proper legal records and executed contracts
- Establish and maintain effective working relationships with subordinates, other City employees, public officials, and the general public

Chief Deputy City Attorney, City of Flint (Feb. 2022-November 2023)

- Perform professional legal work on behalf of the City, its department heads, elected officials, and its employees
- Provide legal advice and guidance to the Human Resources, Planning & Development, Planning Commission, Zoning Board of Appeals, Historic District Commission and Facilities
- Assist the City Attorney in managing and leading the Law Department and serves as the City Attorney in the absence of or during the disability of the City Attorney
- Represent the City in arbitration proceedings
- Draft leases and purchase agreements
- Conduct criminal, civil, and administrative litigation, on behalf of the City and its officials/employees, before local, state, and federal courts/agencies, including engaging in discovery, motion practice, trial, and appeals
- Manage outside counsel on assigned city cases pertaining to strategy and review billing statements
- Reviews and authorizes or denies criminal complaints and warrants (including on periodic weekends)
- Engages in settlement negotiations with parties involved in litigation matters
- Appear in circuit and district court on behalf of the City of Flint in civil and criminal matters
- Reviews and drafts contracts, ordinances, resolutions, and other legal documents
- Provides legal advice and training to City officials and employees
- Review, investigate, and process Freedom of Information Act requests, damage claims, and internal complaints
- Establish and maintain effective working relationships with court personnel, other City officials and employees, opposing counsel, and the general public
- Assists with management and leadership of the law department and its attorney & non-attorney staff

Assistant City Attorney, City of Flint, (Dec. 2020-Feb. 2022)

- Appear before state and federal agencies and courts to represent the interests of the City, its departments, agencies, officials, and employees.
- Prosecute criminal misdemeanors and civil infractions to include determining whether to authorize a warrant, accept plea-bargains, reduce charges, or take a case to trial
- Serve as on-call attorney for the Flint Police Department on weekends to determine whether or not a complaint and warrant should be authorized
- Conduct all stages of criminal, civil, and administrative litigation, including but not limited to case review, discovery, motion practice, trial, and appeals
- Work with, interprets, analyze, and respond to requests for information under the Freedom of Information Act and the Open Meetings Act
- Prepare drafts, analyzes, reviews and issues opinions concerning legal documents including contracts, agreements ordinances, court documents, resolutions, complaints, summons, and leases and engages in negotiations regarding the same
- Evaluate, assess, and investigate internal complaints of employees based upon violation of City policies
- Attend Planning Commission, Zoning Board of Appeals and Historic District Commission meetings and provide legal advice
- Research and provide legal advice to City officials, employees, and departments
- Drafts and reviews legal opinions of the City Attorney
- Draft notices, resolutions, and ordinances
- Provide in-house training pertaining to laws, policies, and procedures
- Maintain records and prepares reports and correspondence related to legal work

Cable Analyst/Writer, City of Southfield (Sep. 2006-Dec. 2020)

- Manage city franchise agreements with Comcast & AT&T
- Serve as Southfield's voting board member for the "Michigan Coalition for Protecting Our Public Rights Of Ways" (**PROTEC**) organization which advocates regionally for municipalities to maintain control of its rights of way
- Review, research, interpret and analyze federal and state laws affecting cable franchise agreements and rights of way matters
- Supervise and collaborate with in-state and out of state legal counsel on franchise agreement issues
- Provide requested legal support to City Attorney's office on cable-related matters
- Handle internal and external inquiries regarding the franchise agreements
- Advise management on cable-related issues
- Monitor usage of Public, Education and Government (PEG) fees for compliance with state and federal law (PEG fees are the sole funding source for the cable operation)
- Assist residents with resolving cable complaints through informal mediation and/or providing information on the formal Michigan Public Service Commission process
- Act as liaison among city departments, the municipal channel and cable companies to solve billing and service issues or to facilitate the completion of various projects
- Generate program schedule
- Contribute articles to city publications
- Update cable station website

Writer/Project Coordinator, City of Southfield (2000-2006)

- Translate complex information into compelling scripts for municipal cable channel in a time-sensitive manner
- Conceptualize, research, and write scripts featuring city departments and community events
- Developed promotional ideas, events, and programming for municipal channel
- Produce and write stories for monthly cable newsletter and other city publications
- Design materials to increase viewership and station awareness
- Update the station's website

Television/Radio Producer (1990-2000)

I have worked in major market television stations such as Channel 4 (WDIV), Channel 7 (WXYZ) and Channel 50 (WKBD) as well as in mid-market tv stations such as WJRT in Flint, WNWO in Toledo and WWMT in Kalamazoo. I also worked for two Ann Arbor radio stations. While many of my duties were similar, I wanted to provide some highlights of my first career as a news producer before I transitioned to local government. My responsibilities included:

- Hired as an Executive Producer to develop a new 6pm newscast (WNWO)
- Hired to create a new 5pm newscast (WJRT)
- Created Producer Training program (WDIV)
- Decided newscast content for morning, noon, and evening news programs
- Generated story ideas for newscasts
- Directed reporters on story elements
- Wrote stories and teases for live and taped news coverage
- Produced special coverage and breaking news content
- Assigned stories to reporters/writers
- Assisted in developing graphics to complement story content
- Field produced stories
- Field reporter covering Ann Arbor and Ypsilanti Council Meetings (WPZA)
- Made beat calls to police agencies to discover potential stories

ORDINANCE NO. _____

An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 24, Housing.

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

Sec. 1. An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 24, Housing, by adding Article IV. Fair Chance Access to Rental Housing, Sections 24-114 to 24-127, which shall read in its entirety as follows:

§24-114 PURPOSE.

THE PURPOSE OF THIS ARTICLE IS TO ENHANCE THE HEALTH, SAFETY AND GENERAL WELFARE OF THE PUBLIC BY ENSURING CITIZENS WITH ARREST AND CONVICTION RECORDS HAVE A FAIR OPPORTUNITY TO SECURE HOUSING BY REGULATING THE USE OF CRIMINAL BACKGROUND CHECKS AS PART OF THE TENANT SCREENING PROCESS, THEREBY FACILITATING RE-INTEGRATION INTO SOCIETY, REDUCING RECIDIVISM AND ITS ASSOCIATED CRIMINAL JUSTICE AND SOCIETAL COSTS. BARRIERS TO OPPORTUNITIES FOR PEOPLE WITH ARREST OR CONVICTION RECORDS INCREASE RECIDIVISM AND JEOPARDIZE THE SAFETY OF THE PUBLIC, DISRUPT THE FINANCIAL AND OVERALL STABILITY OF AFFECTED FAMILIES AND COMMUNITIES, AND IMPEDE THE CITY FROM ACHIEVING ITS MAXIMUM POTENTIAL OF ECONOMIC GROWTH.

§24-115 SCOPE.

- (A) THIS ARTICLE DOES NOT INTEND, AND SHALL NOT BE CONSTRUED, TO REQUIRE A HOUSING PROVIDER TO GIVE PREFERENCE TO ANYONE OR TO RENT TO AN UNQUALIFIED TENANT WITH AN ARREST OR CONVICTION RECORD. MOREOVER, THIS ARTICLE SHALL NOT BE CONSTRUED TO LIMIT A HOUSING PROVIDER'S ABILITY TO CHOOSE THE MOST QUALIFIED AND APPROPRIATE CANDIDATE FROM APPLICANTS FOR HOUSING.**

- (B) THIS ARTICLE DOES NOT INTEND, AND SHALL NOT BE CONSTRUED, TO CREATE OR IMPOSE A DUTY, OR TO CREATE A PRIVATE CAUSE OF ACTION AGAINST THE CITY, ITS ELECTED OFFICIALS, APPOINTEES, OFFICERS, AGENTS, OR EMPLOYEES.**

§24-116 DEFINITIONS.

FOR THE PURPOSES OF THIS ARTICLE, THE FOLLOWING WORDS AND PHRASES SHALL HAVE THE MEANING RESPECTIVELY ASCRIBED TO THEM BY THIS SECTION:

ADMINISTERING AGENCY MEANS THE OFFICE OF THE OMBUDSPERSON.

ADVERSE ACTION MEANS TO EVICT AN INDIVIDUAL, FAIL OR REFUSE TO RENT OR LEASE REAL PROPERTY TO AN INDIVIDUAL, FAIL OR REFUSE TO CONTINUE TO RENT OR LEASE REAL PROPERTY TO AN INDIVIDUAL, FAIL OR REFUSE TO ADD A HOUSEHOLD MEMBER TO AN EXISTING LEASE, OR TO REDUCE ANY TENANT SUBSIDY. THE ADVERSE ACTION MUST RELATE TO REAL PROPERTY LOCATED IN THE CITY OF FLINT.

APPLICANT MEANS AN INDIVIDUAL APPLYING TO RENT OR LEASE ELIGIBLE HOUSING. IT ALSO INCLUDES AN INDIVIDUAL APPLYING TO BE ADDED TO AN EXISTING LEASE FOR ELIGIBLE HOUSING.

ARREST MEANS A RECORD FROM ANY JURISDICTION THAT DOES NOT RESULT IN A CONVICTION AND INCLUDES INFORMATION INDICATING THAT A PERSON HAS BEEN QUESTIONED, APPREHENDED, TAKEN INTO CUSTODY OR DETAINED, OR HELD FOR INVESTIGATION BY A LAW ENFORCEMENT, POLICE OR A PROSECUTORIAL AGENCY, OR CHARGED WITH, INDICTED, OR TRIED AND ACQUITTED FOR ANY FELONY, MISDEMEANOR, OR OTHER CRIMINAL OFFENSE. ARREST IS A TERM THAT IS SEPARATE AND DISTINCT FROM, AND THAT DOES NOT INCLUDE, UNRESOLVED ARREST AS DEFINED IN THIS SECTION.

BACKGROUND CHECK REPORT MEANS ANY CRIMINAL HISTORY REPORT ACCESSIBLE THROUGH THE MICHIGAN STATE POLICE INTERNET CRIMINAL HISTORY ACCESS TOOL (I-CHAT), COURTS, OR BY ANY CONSUMER REPORTING, OR TENANT SCREENING, AGENCY OR BUSINESS.

CONVICTION MEANS A RECORD FROM ANY JURISDICTION, WHICH INCLUDES INFORMATION INDICATING THAT A PERSON HAS BEEN CONVICTED OF A FELONY OR MISDEMEANOR, PROVIDED, THAT THE CONVICTION IS ONE FOR WHICH THE PERSON HAS BEEN PLACED ON PROBATION, FINED, IMPRISONED OR PAROLED. THOSE MATTERS IDENTIFIED IN SECTION 24-118, WHICH A HOUSING PROVIDER MAY NOT MAKE AN INQUIRY AND WHICH THEY MAY NOT BASE AN ADVERSE ACTION, ARE NOT CONSIDERED CONVICTIONS FOR PURPOSES OF THIS ARTICLE.

CONVICTION HISTORY MEANS INFORMATION REGARDING ONE OR MORE CONVICTIONS OR UNRESOLVED ARRESTS, TRANSMITTED ORALLY OR IN WRITING OR BY ANY OTHER MEANS, AND OBTAINED FROM ANY SOURCE, INCLUDING, BUT NOT LIMITED TO, THE INDIVIDUAL TO WHOM THE INFORMATION PERTAINS OR A BACKGROUND CHECK REPORT.

DIRECTLY RELATED CONVICTION MEANS THAT THE CONDUCT FOR WHICH THE PERSON WAS CONVICTED OR THAT IS THE SUBJECT OF AN UNRESOLVED ARREST THAT HAS A DIRECT AND SPECIFIC NEGATIVE BEARING ON THE HEALTH, SAFETY, OR RIGHT TO PEACEFUL ENJOYMENT OF THE PREMISES BY PERSONS AND INCLUDES ONE OR MORE OF THE OFFENSES LISTED IN SECTION 24-119(B) OF THIS CODE. IN DETERMINING WHETHER THE

CONVICTION OR UNRESOLVED ARREST IS DIRECTLY RELATED TO THE HOUSING, THE HOUSING PROVIDER SHALL CONSIDER WHETHER THE HOUSING OFFERS THE OPPORTUNITY FOR THE SAME OR SIMILAR OFFENSE TO OCCUR, WHETHER CIRCUMSTANCES LEADING TO THE CONDUCT FOR WHICH THE PERSON WAS CONVICTED WILL RECUR IN THE HOUSING, AND WHETHER SUPPORTIVE SERVICES THAT MIGHT REDUCE THE LIKELIHOOD OF A RECURRENCE OF SUCH CONDUCT ARE AVAILABLE ON-SITE. THOSE MATTERS IDENTIFIED IN SECTION 24-118(A)(2) OF THIS CODE, WHICH A HOUSING PROVIDER MAY NOT MAKE AN INQUIRY AND WHICH THEY MAY NOT BASE AN ADVERSE ACTION, MAY NOT QUALIFY AS A DIRECTLY RELATED CONVICTIONS.

DWELLING OR DWELLING UNIT MEANS A SINGLE UNIT PROVIDING COMPLETE, INDEPENDENT LIVING FACILITIES OCCUPIED, OR INTENDED TO BE OCCUPIED, IN WHOLE OR IN PART BY ONE OR MORE PERSONS, INCLUDING PERMANENT SPACE AND PROVISIONS FOR LIVING, COOKING, EATING, SANITATION, AND SLEEPING.

ELIGIBLE HOUSING MEANS ANY RENTAL PROPERTY IN THE CITY OF FLINT AVAILABLE FOR RENT OR LEASE WHERE A SINGLE STRUCTURE CONTAINS MORE THAN FOUR DWELLING UNITS OR MORE THAN FOUR RENTAL PROPERTIES ARE OWNED BY THE SAME PERSON.

ENFORCING AGENCY MEANS THE POLICE DEPARTMENT.

EVIDENCE OF REHABILITATION OR OTHER MITIGATING FACTORS MEANS, BUT SHALL NOT BE LIMITED TO, A PERSON'S SATISFACTORY COMPLIANCE WITH ALL TERMS AND CONDITIONS OF PAROLE OR PROBATION, EXCEPT INABILITY TO PAY FINES, FEES, AND RESTITUTION DUE TO INDIGENCE SHALL NOT BE CONSIDERED NONCOMPLIANCE WITH TERMS AND CONDITIONS OF PAROLE OR PROBATION OR BOTH; EMPLOYER RECOMMENDATIONS, ESPECIALLY CONCERNING A PERSON'S POST-CONVICTION EMPLOYMENT; EDUCATIONAL ATTAINMENT OR VOCATIONAL OR PROFESSIONAL TRAINING SINCE THE CONVICTION, INCLUDING TRAINING RECEIVED WHILE INCARCERATED; COMPLETION OR ACTIVE PARTICIPATION IN REHABILITATIVE TREATMENT, FOR EXAMPLE, ALCOHOL OR DRUG TREATMENT; LETTERS OF RECOMMENDATION FROM COMMUNITY ORGANIZATIONS, COUNSELORS OR CASE MANAGERS, TEACHERS, COMMUNITY LEADERS OR PROBATION OR PAROLE OFFICERS WHO HAVE OBSERVED THE APPLICANT SINCE HIS OR HER CONVICTION(S); AND THE AGE OF THE PERSON AT THE TIME OF THE CONVICTION. SUCCESSFUL COMPLETION OF PAROLE, PROBATION, MANDATORY SUPERVISION, OR POST-RELEASE COMMUNITY SUPERVISION SHALL CREATE A PRESUMPTION OF REHABILITATION. EXAMPLES OF MITIGATING FACTORS THAT ARE OFFERED VOLUNTARILY BY THE PERSON MAY INCLUDE, BUT ARE NOT LIMITED TO, EXPLANATION OF THE PRECEDENT COERCIVE CONDITIONS, INTIMATE PHYSICAL OR EMOTIONAL ABUSE, OR UNTREATED SUBSTANCE ABUSE OR MENTAL ILLNESS THAT CONTRIBUTED TO THE CONVICTION.

HOUSING PROVIDER MEANS ANY ENTITY THAT OWNS, MASTER LEASES, MANAGES, OR RENTS ELIGIBLE HOUSING IN THE CITY OF FLINT. ANY AGENT, SUCH AS A PROPERTY MANAGEMENT COMPANY, WHICH MAKES TENANCY DECISIONS ON BEHALF OF THE AFOREMENTIONED ENTITIES, SHALL ALSO BE CONSIDERED A HOUSING PROVIDER.

INQUIRE MEANS ANY DIRECT OR INDIRECT CONDUCT INTENDED TO GATHER INFORMATION FROM OR ABOUT AN APPLICANT, OR A POTENTIAL APPLICANT OR CANDIDATE, USING ANY MODE OF COMMUNICATION, INCLUDING, BUT NOT LIMITED TO, APPLICATION FORMS, INTERVIEWS, AND BACKGROUND CHECK REPORTS.

PERSON MEANS ANY INDIVIDUAL, PARTNERSHIP, FIRM, COMPANY, CORPORATION, ASSOCIATION, SOLE PROPRIETORSHIP, LIMITED-LIABILITY COMPANY, JOINT VENTURE, ESTATE, TRUST, OR ANY OTHER LEGAL ENTITY.

RENTAL PROPERTY MEANS A NON-OWNER-OCCUPIED DWELLING UNIT OR UNITS THAT:

- (1) IS OR ARE LET, OR OCCUPIED, BY PERSONS, INCLUDING A FAMILY MEMBER OF THE OWNER, PURSUANT TO AN ORAL OR WRITTEN RENTAL CONTRACT, OR LEASE, OR OTHER ORAL OR WRITTEN AGREEMENT OR UNDERSTANDING FOR OCCUPATION, WITH OR WITHOUT, MONETARY COMPENSATION; OR
- (2) WILL BE OFFERED FOR OCCUPANCY UNDER AN ORAL OR WRITTEN RENTAL CONTRACT OR LEASE, OR OTHER ORAL OR WRITTEN AGREEMENT OR UNDERSTANDING FOR OCCUPATION, WITH OR WITHOUT, MONETARY COMPENSATION TO ANY PERSON; OR
- (3) IS OR ARE CONTAINED WITHIN A BUILDING WITH TWO OR MORE DWELLING UNITS THAT ARE NOT OCCUPIED BY THE OWNER; OR
- (4) HAS OR HAVE BEEN ADVERTISED TO THE PUBLIC OR PREVIOUSLY REGISTERED WITH THE CITY AS RENTAL PROPERTY.

UNRESOLVED ARREST MEANS AN ARREST THAT IS UNDERGOING AN ACTIVE PENDING CRIMINAL INVESTIGATION OR TRIAL THAT HAS NOT YET BEEN RESOLVED. AN ARREST HAS BEEN RESOLVED IF THE ARRESTEE WAS RELEASED AND NO ACCUSATORY PLEADING WAS FILED CHARGING HIM OR HER WITH AN OFFENSE, OR IF THE CHARGES HAVE BEEN DISMISSED OR DISCHARGED BY THE PROSECUTING ATTORNEY OR THE COURT.

§24-117 APPLICABILITY; ELIGIBLE HOUSING.

THIS ARTICLE SHALL APPLY TO ALL HOUSING PROVIDERS WITH ELIGIBLE HOUSING AS DEFINED IN THIS ARTICLE AVAILABLE FOR RENT OR LEASE LOCATED IN THE CITY OF FLINT.

§24-118 PROHIBITION ON HOUSING PROVIDER INQUIRING INTO CRIMINAL CONVICTIONS OF APPLICANTS AND THEIR HOUSEHOLD MEMBERS UNTIL BEING INTERVIEWED OR QUALIFIED; BASIS FOR ADVERSE ACTION.

(A) EXCEPT AS PROVIDED IN SECTION 24-119 OF THIS CODE, HOUSING PROVIDERS SHALL NOT:

(1) INQUIRE ABOUT OR REQUIRE APPLICANTS TO DISCLOSE CONVICTION HISTORY AS PART OF TENANT SCREENING PROCESS UNTIL THE HOUSING PROVIDER:

A. HAS DETERMINED THE APPLICANT IS QUALIFIED TO RENT THE HOUSING UNIT UNDER ALL OF THE HOUSING PROVIDER'S CRITERIA NOT RELATED TO POTENTIAL PAST CRIMINAL CONVICTIONS OR AN UNRESOLVED ARREST; AND

B. HAS PROVIDED TO THE APPLICANT A CONDITIONAL LEASE AGREEMENT THAT COMMITS THE UNIT TO THE APPLICANT AS LONG AS THE APPLICANT PASSES THE CONVICTION HISTORY REVIEW.

(2) BASE AN ADVERSE ACTION IN WHOLE OR IN PART:

A. ON AN UNRESOLVED ARREST OR AN ARREST NOT LEADING TO A CONVICTION;

B. ON PARTICIPATION IN OR COMPLETION OF A DIVERSION OR A DEFERRAL OF JUDGMENT PROGRAM;

C. ON A CONVICTION THAT HAS BEEN JUDICIALLY DISMISSED, EXPUNGED, VOIDED, INVALIDATED OR OTHERWISE RENDERED INOPERATIVE BY A COURT OF LAW OR BY EXECUTIVE PARDON.

D. ON A CONVICTION OR ANY OTHER DETERMINATION OR ADJUDICATION IN THE JUVENILE JUSTICE SYSTEM, OR INFORMATION REGARDING A MATTER CONSIDERED IN OR PROCESSED THROUGH THE JUVENILE JUSTICE SYSTEM;

E. ON A MISDEMEANOR CONVICTION THAT IS MORE THAN FIVE YEARS OLD, CALCULATED FROM THE DATE OF SENTENCING; OR

F. ON INFORMATION PERTAINING TO AN OFFENSE OR VIOLATION OTHER THAN A FELONY OR MISDEMEANOR, SUCH AS A CIVIL INFRACTION.

(3) A HOUSING PROVIDER SHALL NOT INCLUDE QUESTIONS REGARDING OR REQUIRE APPLICANTS TO DISCLOSE ON ANY HOUSING APPLICATION THE FACTS OR DETAILS OF ANY CONVICTION HISTORY OR ANY MATTER IDENTIFIED IN SUBSECTION (2) OF THIS SECTION.

(B) IT IS THE RESPONSIBILITY OF A HOUSING PROVIDER TO ENSURE THAT ITS EMPLOYEES AND AGENTS COMPLY WITH THIS ARTICLE.

§24-119 EXCEPTIONS TO PROHIBITION.

(A) THIS ARTICLE DOES NOT LIMIT THE RIGHT OF A HOUSING PROVIDER TO TAKE ANY OF THE FOLLOWING ACTIONS:

(1) CONDUCT CONVICTION HISTORY OR OBTAIN BACKGROUND CHECK REPORTS ON APPLICANTS WHERE THERE IS A STATUTORY DUTY TO DO SO; OR

(2) NOTIFY APPLICANTS THAT APPLICABLE LAWS, INCLUDING THOSE SET FORTH IN SUBSECTION (B) OF THIS SECTION WILL DISQUALIFY AN INDIVIDUAL WITH A PARTICULAR CONVICTION HISTORY FROM ELIGIBILITY FOR TENANCY.

(B) REGARDING APPLICANTS AND THEIR HOUSEHOLD MEMBERS, A HOUSING PROVIDER MAY BASE AN ADVERSE ACTION IN WHOLE OR IN PART ON DIRECTLY RELATED CONVICTIONS THAT INCLUDES ONE OR MORE OF THE FOLLOWING:

(1) ANY CONVICTION WHERE STATE OR FEDERAL LAW PROHIBITS THE APPLICANT FROM BEING ELIGIBLE FOR PUBLIC HOUSING; OR

(2) ANY CONVICTION THAT LEADS TO THE APPLICANT BECOMING A LIFETIME REGISTERED SEX OFFENDER; OR

(3) ANY CONVICTION FOR VIOLENT OR DRUG-RELATED FELONIES; OR

(4) CONVICTION FOR FELONIES COMMITTED WITHIN THE LAST TEN YEARS OR IMPRISONMENT FOR FELONIES WITHIN THE LAST FIVE YEARS; OR

(5) ANY CONVICTION FOR CRIMES AGAINST LANDLORDS, MANAGEMENT AGENTS, THEIR EMPLOYEES OR AGENTS, OR OTHER TENANTS OR REAL PROPERTY; OR

(6) ANY CONVICTION OR PLEA TO ANY CRIME INVOLVING ARSON; OR

(7) ANY CONVICTION OR PLEA TO ANY CRIME INVOLVING METAL THEFT, VANDALIZING, OR OTHERWISE DAMAGING REAL PROPERTY.

§24-120 PROCEDURES FOR USE OF EVIDENCE OF REHABILITATION OR OTHER MITIGATING FACTORS IN HOUSING DECISIONS; REQUIREMENT FOR INDIVIDUALIZED ASSESSMENT.

(A) CONSISTENT WITH THE PROCEDURES IN THIS SECTION AND SUBJECT TO STATE AND FEDERAL LAW, A HOUSING PROVIDER SHALL OFFER THE APPLICANT A REASONABLE OPPORTUNITY TO PRESENT EVIDENCE OF REHABILITATION OR OTHER MITIGATING FACTORS RELATED TO CONVICTIONS WITHIN THE PREVIOUS FIVE YEARS.

(B) IN REVIEWING AN APPLICANT'S CRIMINAL HISTORY AND MAKING A DECISION RELATED TO ELIGIBLE HOUSING BASED ON SUCH HISTORY, A HOUSING PROVIDER SHALL CONDUCT AN INDIVIDUALIZED ASSESSMENT, CONSIDERING ONLY:

(1) CONVICTIONS THAT WARRANT DENIAL BASED ON LOCAL, STATE, OR FEDERAL LAW; AND

(2) TIME THAT HAS ELAPSED SINCE THE CONVICTION; AND

(3) WHETHER IT IS A DIRECTLY RELATED CONVICTION, AS DEFINED IN SECTION 24-116 OF THIS CODE, THAT HAS DIRECT AND SPECIFIC NEGATIVE BEARING ON THE SAFETY OF PERSONS OR REAL PROPERTY; AND

(4) ANY EVIDENCE OF INACCURACY OR EVIDENCE OF REHABILITATION OR OTHER MITIGATING FACTORS PRESENTED BY THE APPLICANT.

(C) IF A HOUSING PROVIDER INTENDS TO BASE AN ADVERSE ACTION RELATED TO ELIGIBLE HOUSING ON AN ITEM OR ITEMS IN THE APPLICANT'S CONVICTION HISTORY, PRIOR TO TAKING ANY ADVERSE ACTION THE HOUSING PROVIDER SHALL PROVIDE THE APPLICANT WITH A COPY OF THE BACKGROUND CHECK REPORT AND SHALL NOTIFY THE APPLICANT OF THE PROSPECTIVE ADVERSE ACTION AND THE ITEMS FORMING THE BASIS FOR THE PROSPECTIVE ADVERSE ACTION.

(D) IF, WITHIN 14 CALENDAR DAYS OF THE DATE THAT THE NOTICE DESCRIBED IN SUBSECTION (C) OF THIS SECTION IS PROVIDED BY THE HOUSING PROVIDER TO THE APPLICANT, THE APPLICANT GIVES THE HOUSING PROVIDER NOTICE IN WRITING OF EVIDENCE OF THE

INACCURACY OF THE ITEM OR ITEMS OF CONVICTION HISTORY OR EVIDENCE OF REHABILITATION OR OTHER MITIGATING FACTORS SET FORTH IN THIS SECTION, THE HOUSING PROVIDER SHALL DELAY ANY ADVERSE ACTION FOR A REASONABLE PERIOD OF NOT LESS THAN FIVE CALENDAR DAYS AFTER RECEIPT OF THE INFORMATION. DURING THAT TIME THE HOUSING PROVIDER SHALL RECONSIDER THE PROSPECTIVE ADVERSE ACTION IN LIGHT OF THE INFORMATION PROVIDED BY THE APPLICANT OR POTENTIAL APPLICANT.

(E) THE HOUSING PROVIDER SHALL PROMPTLY NOTIFY THE APPLICANT OF ANY FINAL ADVERSE ACTION BASED UPON THEIR CONVICTION HISTORY OR CONTENTS OF THE CRIMINAL BACKGROUND CHECK.

(F) IT SHALL BE UNLAWFUL FOR ANY HOUSING PROVIDER TO ENGAGE IN ANY COMMUNICATION, INCLUDING THE PRODUCTION OR DISSEMINATION OF ADVERTISEMENTS, RELATED TO ELIGIBLE HOUSING, WHICH EXPRESSES, DIRECTLY OR INDIRECTLY, THAT ANY PERSON WITH AN ARREST OR CONVICTION RECORD WILL NOT BE CONSIDERED FOR THE RENTAL OR LEASE OF REAL PROPERTY OR THAT MAY NOT APPLY FOR THE RENTAL OR LEASE OF REAL PROPERTY, EXCEPT AS REQUIRED BY LOCAL, STATE, OR FEDERAL LAW. FOR PURPOSES OF THIS SUBSECTION, ENGAGING IN A COMMUNICATION INCLUDES, BUT IS NOT LIMITED TO, MAKING A VERBAL STATEMENT OR PRODUCING OR DISSEMINATING ANY SOLICITATION, ADVERTISEMENT, OR SIGNAGE.

§24-121 NOTICE AND POSTING REQUIREMENTS FOR HOUSING PROVIDERS.

(A) A HOUSING PROVIDER SHALL STATE IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR THE RENTAL OR LEASE OF ELIGIBLE HOUSING, OR MADE ON THEIR BEHALF, THAT THE HOUSING PROVIDER SHALL CONSIDER QUALIFIED APPLICANTS CONSISTENT WITH THIS ARTICLE. THIS LANGUAGE SHALL INCLUDE, AT MINIMUM, THE FOLLOWING STATEMENT:

"THE RENTAL OR LEASE OF THIS PROPERTY MUST COMPLY WITH CHAPTER 24, ARTICLE IV OF THE FLINT CITY CODE OF ORDINANCES REGULATING THE USE OF CRIMINAL BACKGROUND CHECKS AS PART OF THE TENANT SCREENING PROCESS TO PROVIDE CITIZENS WITH CRIMINAL BACKGROUNDS A FAIR OPPORTUNITY. FOR ADDITIONAL INFORMATION, PLEASE CONTACT THE CITY OF FLINT OFFICE OF THE OMBUDSPERSON."

(B) THE ADMINISTERING AGENCY SHALL PUBLISH AND MAKE AVAILABLE TO HOUSING PROVIDERS, IN ALL LANGUAGES SPOKEN BY MORE THAN FIVE PERCENT OF THE CITY'S POPULATION, A NOTICE

SUITABLE FOR POSTING THAT INFORMS APPLICANTS FOR ELIGIBLE HOUSING OF THEIR RIGHTS UNDER THIS ARTICLE. THIS NOTICE SHALL BE UPDATED ON OR BEFORE DECEMBER 1ST OF ANY YEAR WHEN THERE IS A CHANGE IN THE LANGUAGES SPOKEN BY MORE THAN FIVE PERCENT OF THE CITY'S POPULATION.

(C) IN ADDITION TO THE REQUIREMENTS FOR SOLICITATIONS OR ADVERTISEMENTS IN SUBSECTION (A) OF THIS SECTION, HOUSING PROVIDERS SHALL POST A NOTICE PROMINENTLY ON THEIR WEBSITE AND AT ANY LOCATION UNDER THEIR CONTROL THAT IS FREQUENTLY VISITED BY APPLICANTS OR POTENTIAL APPLICANTS FOR THE RENTAL OR LEASE OF ELIGIBLE HOUSING IN THE CITY. IN ADDITION, THIS NOTICE SHALL BE AVAILABLE TO APPLICANTS IN HARD COPY AND PROVIDED WITH AN APPLICATION. THE NOTICE REQUIREMENTS IN THIS SECTION SHALL CONTAIN THE FOLLOWING ADDITIONAL INFORMATION, WHICH MAY BE SUMMARIZED BY THE HOUSING PROVIDER OR AVAILABLE FROM THE ADMINISTERING AGENCY PURSUANT TO SECTION 24-127(A)(1) OF THIS CODE:

(1) A DESCRIPTION OF THOSE MATTERS IDENTIFIED IN SECTION 24-118 OF THIS CODE THAT MAY NOT BE CONSIDERED BY THE HOUSING PROVIDER;

(2) A DESCRIPTION OF THE RESTRICTIONS AND REQUIREMENTS THAT SECTION 24-118 OF THIS CODE IMPOSES ON HOUSING PROVIDERS WHEN INQUIRING ABOUT CONVICTION HISTORY IN CONNECTION WITH AN APPLICATION FOR THE RENTAL OR LEASE OF ELIGIBLE HOUSING IN THE CITY;

(3) THE CIRCUMSTANCES AND TIMELINE UNDER WHICH THE APPLICANT OR POTENTIAL APPLICANT HAS A RIGHT TO PROVIDE EVIDENCE OF REHABILITATION AND OTHER MITIGATING FACTORS AS PROVIDED IN SECTION 24-120 OF THIS CODE; AND

(4) THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS OF THE ADMINISTERING AGENCY THAT THE APPLICANT OR POTENTIAL APPLICANT MAY USE TO MAKE A REPORT WHERE HE OR SHE BELIEVES THE HOUSING PROVIDER HAS VIOLATED THIS ARTICLE IN THEIR INTERACTIONS WITH THE APPLICANT OR POTENTIAL APPLICANT.

§24-122 HOUSING PROVIDER RECORDS.

(A) UNLESS PROHIBITED BY FEDERAL OR STATE LAW, A HOUSING PROVIDER SHALL MAINTAIN AND RETAIN RECORDS OF TENANT APPLICATION FORMS, AND OTHER PERTINENT DATA AND RECORDS

REQUIRED UNDER THIS ARTICLE, FOR A MINIMUM OF ONE YEAR FROM THE DATE OF APPLICATION, AND SHALL ALLOW THE ADMINISTERING OR ENFORCING AGENCIES ACCESS TO SUCH RECORDS, WITH APPROPRIATE NOTICE AND AT A MUTUALLY AGREEABLE TIME, TO MONITOR OR VERIFY COMPLIANCE WITH THE REQUIREMENTS OF THIS ARTICLE.

(B) AT NO TIME SHALL THE ADMINISTERING OR ENFORCING AGENCIES REQUIRE A HOUSING PROVIDER TO PROVIDE THE DISCLOSURE OF ANY INFORMATION OR DOCUMENTS, WHICH WOULD VIOLATE STATE OR FEDERAL LAW, OR THIS CODE.

(C) WHERE A HOUSING PROVIDER DOES NOT MAINTAIN OR PROVIDE ADEQUATE RECORDS DOCUMENTING COMPLIANCE WITH THIS ARTICLE OR DOES NOT ALLOW REASONABLE ACCESS TO SUCH RECORDS, THE OFFICE OF THE CHIEF FINANCIAL OFFICER OR OTHER CITY DEPARTMENT OR AGENCY SHALL HAVE THE AUTHORITY TO PROVIDE ALL NON-FINANCIAL INFORMATION NECESSARY TO FULFILL THE ADMINISTERING OR ENFORCING AGENCIES RESPONSIBILITIES UNDER THIS ARTICLE SUBJECT TO CONFIDENTIALITY PROVISIONS OF THIS ARTICLE AND ALL APPLICABLE LAWS.

§24-123 EXERCISE OF PROTECTED RIGHTS; RETALIATION PROHIBITED.

(A) IT SHALL BE UNLAWFUL FOR A HOUSING PROVIDER OR ANY OTHER PERSON TO INTERFERE WITH, RESTRAIN, OR DENY THE EXERCISE OF, OR THE ATTEMPT TO EXERCISE, ANY RIGHT PROVIDED UNDER THIS ARTICLE.

(B) IT SHALL BE UNLAWFUL FOR A HOUSING PROVIDER TO INTERRUPT, TERMINATE, OR FAIL OR REFUSE TO INITIATE OR CONDUCT A TRANSACTION INVOLVING THE RENTAL OR LEASE OF ELIGIBLE HOUSING, INCLUDING FALSELY REPRESENTING THAT SUCH PROPERTY IS NOT AVAILABLE FOR RENTAL OR LEASE, OR OTHERWISE TAKE ADVERSE ACTION AGAINST A PERSON IN RETALIATION FOR EXERCISING RIGHTS PROTECTED UNDER THIS ARTICLE. SUCH RIGHTS INCLUDE BUT ARE NOT LIMITED TO:

(1) THE RIGHT TO FILE A COMPLAINT OR INFORM ANY PERSON ABOUT A HOUSING PROVIDER'S ALLEGED VIOLATION OF THIS ARTICLE;

(2) THE RIGHT TO INFORM THE ADMINISTERING AGENCY ABOUT A HOUSING PROVIDER'S ALLEGED VIOLATION OF THIS ARTICLE;

(3) THE RIGHT TO COOPERATE WITH THE ADMINISTERING OR ENFORCING AGENCIES OR OTHER PERSONS IN THE INVESTIGATION OR PROSECUTION OF ANY ALLEGED VIOLATION OF THIS ARTICLE; OR

(4) THE RIGHT TO INFORM ANY PERSON OF HIS OR HER RIGHTS UNDER THIS ARTICLE.

(C) PROTECTIONS OF THIS SECTION SHALL APPLY TO ANY PERSON WHO MISTAKENLY, BUT IN GOOD FAITH, ALLEGES VIOLATIONS OF THIS ARTICLE.

(D) TAKING ADVERSE ACTION AGAINST A PERSON WITHIN 90 CALENDAR DAYS OF THE EXERCISE OF ONE OR MORE OF THE RIGHTS DESCRIBED IN THIS SECTION SHALL CREATE A REBUTTABLE PRESUMPTION IN THE ADMINISTERING AGENCY'S INVESTIGATION THAT SUCH ADVERSE ACTION WAS TAKEN IN RETALIATION FOR THE EXERCISE OF THOSE RIGHTS.

§24-124 COMMUNITY OUTREACH.

(A) THE ADMINISTERING AGENCY MAY ESTABLISH A COMMUNITY-BASED OUTREACH PROGRAM TO CONDUCT EDUCATION AND OUTREACH TO APPLICANTS AND POTENTIAL APPLICANTS FOR HOUSING REGARDING RIGHTS AND PROCEDURES UNDER THIS ARTICLE. THE PROGRAM MAY BE TARGETED AT INDIVIDUALS OR COMMUNITIES WHERE, IN THE JUDGMENT OF THE ADMINISTERING AGENCY, THE NEED FOR EDUCATION AND OUTREACH IS GREATEST.

(B) IN ESTABLISHING AN OUTREACH PROGRAM PURSUANT TO SUBSECTION (A) OF THIS SECTION, THE ADMINISTERING AGENCY MAY PARTNER WITH COMMUNITY-BASED ORGANIZATIONS. NOTHING IN THIS SECTION SHALL PRECLUDE THE ADMINISTERING AGENCY, BY CONTRACT OR GRANT, AND CONSISTENT WITH OTHER PROVISIONS OF LOCAL LAWS, FROM ENGAGING THE SERVICES OF SUCH ORGANIZATIONS IN ESTABLISHING SUCH COMMUNITY-BASED OUTREACH PROGRAMS, PARTICIPATING IN SUCH PROGRAMS, OR DEVELOPING MATERIALS FOR SUCH PROGRAMS. NOTHING IN THIS SECTION SHALL PRECLUDE THE ADMINISTERING AGENCY FROM COMBINING THE OUTREACH PROGRAMS REQUIRED BY SUBSECTION (A) OF THIS SECTION WITH OTHER RELATED COMMUNITY OUTREACH PROGRAMS.

§24-125 CONFIDENTIALITY

THE CITY SHALL KEEP CONFIDENTIAL, TO THE EXTENT PERMITTED BY APPLICABLE LAWS, ANY IDENTIFYING INFORMATION OR OTHER DATA PERTAINING TO AN APPLICANT'S CRIMINAL HISTORY.

§24-126 IMPLEMENTATION AND ENFORCEMENT; PENALTIES

(A) THE ADMINISTERING AGENCY SHALL INVESTIGATE COMPLAINTS REGARDING A HOUSING PROVIDER'S ALLEGED VIOLATION OF THIS ARTICLE. THE ADMINISTRATIVE AGENCY MAY ENGAGE THIRD-PARTY ASSISTANCE TO CONDUCT ITS INVESTIGATION.

(1) WHERE THE DIRECTOR OF THE ADMINISTERING AGENCY DETERMINES THAT A VIOLATION HAS NOT OCCURRED, HE OR SHE SHALL ISSUE A DETERMINATION THAT A HOUSING PROVIDER IS NOT IN VIOLATION OF THIS ARTICLE. THIS DETERMINATION SHALL BE PROVIDED TO THE HOUSING PROVIDER AND THE COMPLAINANT.

(2) WHERE THE DIRECTOR OF THE ADMINISTERING AGENCY DETERMINES THAT A VIOLATION HAS OCCURRED, HE OR SHE SHALL ISSUE A DETERMINATION THAT A HOUSING PROVIDER IS IN VIOLATION OF THIS ARTICLE, PROVIDED, HOWEVER, FOR A FIRST VIOLATION, OR FOR ANY VIOLATION DURING THE FIRST 12 MONTHS FOLLOWING THE EFFECTIVE DATE OF THIS ARTICLE, THE DIRECTOR MUST ISSUE WARNINGS AND NOTICES TO CORRECT, AND OFFER THE HOUSING PROVIDER TECHNICAL ASSISTANCE ON HOW TO COMPLY WITH THE REQUIREMENTS OF THIS ARTICLE. FOR A SECOND VIOLATION, THE ADMINISTERING AGENCY SHALL REFER ITS DETERMINATION FOR EACH APPLICANT TO WHOM THE VIOLATION OCCURRED, OR IS CONTINUING, TO THE ENFORCING AGENCY FOR ACTION, TO THE HOUSING PROVIDER, AND TO THE COMPLAINANT.

(3) WHERE THE DIRECTOR OF THE ADMINISTERING AGENCY DETERMINES THAT A VIOLATION HAS OCCURRED, HE OR SHE SHALL FORWARD A COPY OF THE DETERMINATION TO THE MICHIGAN DEPARTMENT OF CIVIL RIGHTS FOR CONSIDERATION.

(B) THE ADMINISTERING AGENCY IS AUTHORIZED TO TAKE APPROPRIATE STEPS TO ASSIST IN THE ENFORCEMENT OF THIS ARTICLE, INCLUDING THE INVESTIGATION OF ANY POSSIBLE VIOLATIONS OF THIS ARTICLE. THE ADMINISTERING OR ENFORCING AGENCIES SHALL NOT FIND A VIOLATION BASED ON A HOUSING

PROVIDER'S DECISION THAT AN APPLICANT'S CONDUCT IS A DIRECTLY-RELATED CONVICTION, AS DEFINED IN SECTION 24-116 OF THIS CODE, UNLESS THE HOUSING PROVIDER FAILED TO CONDUCT THE INDIVIDUALIZED ASSESSMENT AS REQUIRED UNDER SECTION 24-120 OF THIS CODE.

(C) IF MULTIPLE APPLICANTS ARE IMPACTED BY THE SAME VIOLATION AT THE SAME TIME, FOR EXAMPLE, ALL APPLICANTS FOR A CERTAIN HOUSING UNIT ARE ASKED FOR THEIR CONVICTION HISTORY ON THE INITIAL APPLICATION, EACH VIOLATION SHALL BE TREATED AS A SEPARATE VIOLATION.

(d) IN ACCORDANCE WITH SECTION 4I(K) OF THE MICHIGAN HOME RULE CITIES ACT, BEING MCL 117.4I(K), THE PENALTY UPON CONVICTION FOR VIOLATION OF THIS ARTICLE SHALL BE IMPRISONMENT FOR NOT MORE THAN 90 DAYS OR A FINE OF NOT MORE THAN \$500.00, OR BOTH, FOR EACH SUCH VIOLATION, IN THE DISCRETION OF THE COURT.

(E) AN APPLICANT OR POTENTIAL APPLICANT MAY REPORT TO THE ADMINISTERING AGENCY ANY SUSPECTED VIOLATION OF THIS ARTICLE WITHIN 60 CALENDAR DAYS OF THE DATE THE SUSPECTED VIOLATION OCCURRED. THE CITY SHALL ENCOURAGE REPORTING PURSUANT TO THIS SUBSECTION BY KEEPING CONFIDENTIAL, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW; THE NAME AND OTHER IDENTIFYING INFORMATION OF THE APPLICANT OR POTENTIAL APPLICANT REPORTING THE VIOLATION, PROVIDED, HOWEVER, THAT WITH THE AUTHORIZATION OF SUCH PERSON, THE CITY MAY DISCLOSE HIS OR HER NAME AND IDENTIFYING INFORMATION AS NECESSARY TO ENFORCE THIS ARTICLE OR FOR OTHER APPROPRIATE PURPOSES, WHICH SHALL INCLUDE ENABLING THE HOUSING PROVIDER TO RESPOND TO THE ALLEGED VIOLATION AS PART OF AN INVESTIGATION BY THE ADMINISTERING AGENCY.

§24-127 IMPLEMENTATION AND ENFORCEMENT; ADMINISTRATIVE RULES AND ANNUAL REPORTING REQUIREMENTS.

(A) WITHIN 120 CALENDAR DAYS AFTER THE EFFECTIVE DATE OF THIS ARTICLE, THE ADMINISTERING AGENCY SHALL PROMULGATE ADMINISTRATIVE RULES PURSUANT TO SECTION 1-801 OF THE FLINT CITY CHARTER. THESE RULES SHALL INCLUDE, AT MINIMUM, PROCEDURES FOR THE FOLLOWING:

(1) PREPARING STANDARDIZED LANGUAGE FOR THE NOTICE IN SECTION 24-121(C) OF THIS CODE THAT HOUSING PROVIDERS MAY USE TO SATISFY THE REQUIREMENTS OF THAT SUBSECTION.

(2) TIMEFRAME AND PROCESS, INCLUDING NOTIFICATION, FOR THE FOLLOWING:

A. TO HOUSING PROVIDERS THAT A COMPLAINT HAS BEEN FILED ALLEGING VIOLATION OF THIS ARTICLE AND THAT AN INVESTIGATION WILL OCCUR;

B. TO PROVIDE THE HOUSING PROVIDER A RIGHT TO RESPOND TO THE ALLEGATIONS IN THE COMPLAINT;

C. TO OBTAIN VERIFICATION FROM THE BUILDING & SAFETY INSPECTIONS DIVISION THAT THE ELIGIBLE HOUSING IS IN COMPLIANCE WITH THE REGISTRATION OF RESIDENTIAL RENTAL PROPERTIES IN ACCORDANCE WITH SECTION 24-4, *ET SEQ.* OF THIS CODE;

D. TO OBTAIN VERIFICATION FROM THE BUILDING & SAFETY INSPECTIONS DIVISION THAT THE ELIGIBLE HOUSING HAS A VALID CERTIFICATE OF COMPLIANCE REQUIRED BY SECTION 24-4, *ET SEQ.* OF THIS CODE OR BY OTHER PROVISIONS OF THIS CODE;

E. RECEIPT AND CONSIDERATION BY THE ADMINISTERING AGENCY OF ANY RESPONSE AND SUPPORTING INFORMATION FROM A HOUSING PROVIDER REGARDING THE ALLEGED VIOLATION; AND

F. DISSEMINATION OF THE ADMINISTERING AGENCY'S DETERMINATION OF WHETHER AN ALLEGED VIOLATION IN THE COMPLAINT WAS SUBSTANTIATED TO THE HOUSING PROVIDER AND COMPLAINANT. IF A VIOLATION IS SUBSTANTIATED, DISSEMINATION TO THE ENFORCING AGENCY AND MICHIGAN DEPARTMENT OF CIVIL RIGHTS.

(B) THE ADMINISTERING AND ENFORCING AGENCIES SHALL PREPARE AND JOINTLY SUBMIT AN ANNUAL REPORT TO THE MAYOR AND CITY COUNCIL THAT INCLUDES, AT A MINIMUM, THE FOLLOWING INFORMATION FOR THE PRECEDING YEAR:

(1) THE NUMBER AND TYPES OF COMPLAINTS RECEIVED ALLEGING VIOLATIONS OF THIS ARTICLE;

(2) THE NUMBER AND TYPES OF VIOLATIONS OF THIS ARTICLE REPRESENTED BY THE NUMBER OF DETERMINATIONS ISSUED BY THE DIRECTOR OF THE ADMINISTERING AGENCY SUBSTANTIATING THE ALLEGED VIOLATIONS;

(3) THE NUMBER AND TYPES OF VIOLATIONS OF THIS ARTICLE REPRESENTED BY THE NUMBER OF DETERMINATIONS ISSUED BY THE DIRECTOR OF THE ADMINISTERING AGENCY WHERE THE

ALLEGATIONS OF VIOLATIONS OF THIS ARTICLE WERE UNSUBSTANTIATED;

(4) THE NUMBER AND TYPES OF DETERMINATIONS FORWARDED TO THE MICHIGAN DEPARTMENT OF CIVIL RIGHTS;

(5) THE NUMBER AND TYPES OF TICKETS BY THE ENFORCING AGENCY;

(6) DATA REGARDING THE JUDICIAL DISPOSITION OF TICKETS ISSUED BY THE ENFORCING AGENCY ITEMIZING THE NUMBER OF DISMISSALS, CONVICTIONS OR PLEA ARRANGEMENTS, INCLUDING THE PENALTIES ASSESSED; AND

(7) THE COSTS ASSOCIATED WITH THE IMPLEMENTATION AND ADMINISTRATION OF THIS ARTICLE.

Sec. 2. This Ordinance shall become effective this _____ day of _____, 2024, A.D.

Adopted this _____ day of _____, 2024, A.D.

FOR THE CITY:

For the City Council

Sheldon A. Neeley, Mayor

APPROVED AS TO FORM:

Joseph N. Kuptz, Acting City Attorney

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE FLINT CITY CODE OF ORDINANCES BY AMENDING CHAPTER 25.

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

SEC. 1. AN ORDINANCE TO AMEND THE FLINT CITY CODE OF ORDINANCES BY AMENDING CHAPTER 25, COMMUNITY DEVELOPMENT, BY ADDING ARTICLE I, COMMUNITY BENEFITS AGREEMENTS, BY ADDING SECTIONS 25-1 THROUGH 25-7, WHICH SHALL READ IN THEIR ENTIRETY AS FOLLOWS:

§25-1. PURPOSE.

- (1) IT SHALL BE THE POLICY OF THE CITY OF FLINT TO REQUIRE, WHEREVER FEASIBLE, PROPORTIONAL COMMUNITY BENEFITS AS A CONDITION OF SIGNIFICANT PUBLIC SUPPORT FOR DEVELOPMENT IN THE FORM OF SUBSIDIES, TAX ABATEMENTS, BELOW-MARKET PRICED LAND, OR OTHER ENHANCED PUBLIC RESOURCES.
- (2) THIS ARTICLE SHALL BE KNOWN AS THE "CITY OF FLINT COMMUNITY BENEFITS ORDINANCE."

§25-2. DEFINITIONS.

THE FOLLOWING WORDS, TERMS, AND PHRASES WHEN USED IN THIS ARTICLE SHALL HAVE THE MEANINGS ASCRIBED TO THEM IN THIS SECTION, EXCEPT WHERE THE CONTEXT CLEARLY INDICATES A DIFFERENT MEANING:

COMMUNITY BENEFITS MEAN THE AMENITIES, BENEFITS, COMMITMENTS, OR PROMISES TO THE CITY OF FLINT BY A DEVELOPER, AS DISCUSSED FURTHER IN THIS ORDINANCE.

COMMUNITY BENEFITS AGREEMENT MEANS A VOLUNTARY CONTRACT NEGOTIATED AND AGREED TO BY THE CITY OF FLINT AND A DEVELOPER TO PROVIDE COMMUNITY BENEFITS IN RETURN FOR THE RECEIPT OF A PUBLIC SUPPORT.

DEPARTMENT MEANS THE CITY OF FLINT DEPARTMENT OF BUSINESS & COMMUNITY SERVICES, OR ITS SUCCESSOR DEPARTMENT.

CITYWIDE ADVISORY COUNCIL MEANS THE CITYWIDE ADVISORY COUNCIL CHARGED WITH NEGOTIATING THE COMMUNITY BENEFITS AGREEMENTS AND WILL INCLUDE TWO MEMBERS OF THE AFFECTED WARD(S).

ENFORCEMENT COMMITTEE MEANS A COMMITTEE ESTABLISHED TO MONITOR AND ENFORCE THE COMMUNITY BENEFITS AGREEMENT

BETWEEN THE CITY OF FLINT AND THE DEVELOPER, ITS AGENTS, ASSIGNEES, OR DESIGNEES.

DEVELOPER MEANS ANY PERSON, FIRM, PARTNERSHIP, LIMITED LIABILITY COMPANY, CORPORATION, JOINT VENTURE, PROPRIETORSHIP, OR OTHER ENTITY THAT IS THE PURCHASER OR LESSEE IN THE SALE OR LEASE OF CITY-OWNED LAND, THE RECIPIENT OF A FINANCIAL INCENTIVE, OR ANY COMBINATION THEREOF, INCLUDING SUB-CONTRACTORS.

IMPACT AREA MEANS AN AREA DETERMINED BY THE PLANNING DIRECTOR THAT INCLUDES ALL CENSUS TRACTS OR CENSUS BLOCK GROUPS WITHIN THE AFFECTED WARD(S) IN WHICH THE PROJECT IS LOCATED.

PLANNING DIRECTOR MEANS THE DIRECTOR OF THE CITY OF FLINT DEPARTMENT OF BUSINESS & COMMUNITY SERVICES, OR A MEMBER OF THE PLANNING DIRECTOR'S STAFF WORKING ON BEHALF OF THE PLANNING DIRECTOR.

FINANCIAL INCENTIVE MEANS CASH OR NEAR-CASH ASSISTANCE PROVIDED ON THE DISCRETIONARY BASIS OF THE CITY OF FLINT TO ATTRACT OR RETAIN A PROJECT. THESE BENEFITS PRINCIPALLY ENCOMPASS TAX AND ECONOMIC INCENTIVES PROVIDED BY FEDERAL, STATE, OR LOCAL GOVERNMENTAL BODIES, AS DISCUSSED FURTHER IN SECTION 2 OF THIS ARTICLE.

INTERESTED PARTIES MEANS THE RESIDENTS OF THE WARD(S) IN WHICH A PROJECT IS PROPOSED TO BE LOCATED.

PROJECT MEANS EITHER A TIER 1 PROJECT, TIER 2 PROJECT, OR SPECIFIC PROJECT.

PUBLIC SUPPORT MEANS A FINANCIAL INCENTIVE OR THE SALE OR LEASE OF CITY-OWNED LAND BELOW MARKET VALUE, AS DETERMINED BY THE CITY ASSESSOR. PUBLIC SUPPORT SHALL NOT INCLUDE INCENTIVES THROUGH THE NEIGHBORHOOD ENTERPRISE ZONE ACT, PUBLIC ACT 147 OF 1992 (MCL 207.771 ET SEQ).

QUADRUPLE BOTTOM LINE PHILOSOPHY MEANS THE EFFECT A PROJECT MAY HAVE ON THE WELLBEING OF THE COMMUNITY IN TERMS OF CULTURAL VITALITY, SOCIAL EQUITY, ECONOMIC PROSPERITY, AND ENVIRONMENTAL SUSTAINABILITY. THIS INCLUDES THE PUBLIC SUPPORT AND COMMUNITY BENEFITS AGREED TO AS PART OF THE PROJECT.

REGISTERED GROUP MEANS ANY GROUP OR ORGANIZATION WITH AT LEAST ONE MEMBER THAT IS A RESIDENT OF THE CITY OF FLINT THAT FILES THEIR CONTACT INFORMATION WITH THE OFFICE OF BUSINESS AND COMMUNITY DEVELOPMENT DEPARTMENT TO RECEIVE NOTIFICATION UNDER THIS ORDINANCE. THE OFFICE OF BUSINESS AND COMMUNITY DEVELOPMENT SHALL KEEP THIS INFORMATION ON FILE. THE REGISTERED GROUP SHALL

BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION SUBMITTED TO THE DEPARTMENT.

SALE OR LEASE OF CITY-OWNED LAND MEANS THE CONVEYANCE OF TITLE OF REAL PROPERTY FROM THE CITY OR OTHER PUBLIC ENTITY TO A PURCHASER OR A LEASE OF CITY OR OTHER PUBLIC PROPERTY TO A LESSEE. THE CONVEYANCE OF CITY RIGHTS-OF-WAY, CONVEYANCES UNDER THE PROPERTY DISPOSITION POLICY, AND THE CONVEYANCE OR LEASE OF PROPERTIES LESS THAN ONE-QUARTER (1/4) OF AN ACRE IN SIZE ARE NOT INCLUDED IN THIS DEFINITION.

TIER 1 PROJECT MEANS ANY PROJECT, DEVELOPMENT, OR REDEVELOPMENT IN WHICH THE DEVELOPER IS REQUESTING PUBLIC SUPPORT IN THE FORM OF FINANCIAL INCENTIVES OR IN THE FORM OF THE SALE OR LEASE OF CITY-OWNED LAND FOR A PROJECT OF 20 MILLION DOLLARS OR MORE.

(1) ANY TRANSFER TO THE DEVELOPER OF CITY-OWNED LAND PARCELS THAT HAVE A CUMULATIVE MARKET VALUE OF \$1,000,000.00 OR MORE, AS DETERMINED BY THE CITY ASSESSOR OR INDEPENDENT APPRAISAL, WITHOUT OPEN BIDDING AND PRICED BELOW MARKET RATES WHERE ALLOWED BY LAW; OR

(2) PROVISION OR APPROVAL BY THE CITY OF TAX ABATEMENTS OR OTHER TAX BREAKS THAT ABATE MORE THAN \$1,000,000.00 OF CITY TAXES OVER THE TERM OF THE ABATEMENT THAT INURE DIRECTLY TO THE DEVELOPER, BUT NOT INCLUDING NEIGHBORHOOD ENTERPRISE ZONE TAX ABATEMENTS.

TIER 2 PROJECT MEANS ANY PROJECT, DEVELOPMENT, OR REDEVELOPMENT IN WHICH THE DEVELOPER IS REQUESTING PUBLIC SUPPORT IN THE FORM OF A FINANCIAL INCENTIVES OR IN THE FORM OF THE SALE OR LEASE OF CITY-OWNED LAND FOR A PROJECT OF 1 MILLION DOLLARS OR MORE.

(1) ANY TRANSFER TO THE DEVELOPER OF CITY OWNED LAND PARCELS THAT HAVE A CUMULATIVE MARKET VALUE OF \$150,000.00 OR MORE, AS DETERMINED BY THE CITY ASSESSOR OR INDEPENDENT APPRAISAL, WITHOUT OPEN BIDDING AND PRICED BELOW MARKET RATES; OR

(2) PROVISIONS OR APPROVAL BY THE CITY OF TAX ABATEMENTS THAT ABATE MORE THAN \$150,000.00 OF CITY TAXES OVER THE TERM OF THE ABATEMENT THAT INURE DIRECTLY TO THE DEVELOPER, BUT NOT INCLUDING NEIGHBORHOOD ENTERPRISE ZONE TAX ABATEMENT.

TIER 3 PROJECT MEANS ANY PROJECT, DEVELOPMENT, OR REDEVELOPMENT IN WHICH THE DEVELOPER IS REQUESTING PUBLIC SUPPORT IN THE FORM OF A FINANCIAL INCENTIVES OR IN THE FORM OF THE SALE OR LEASE OF CITY-OWNED LAND FOR SPECIFIC PROJECTS BELOW 1 MILLION DOLLARS.

(1) ANY LAND TRANSFER TO THE DEVELOPER OF CITY OWNED LAND PARCELS THAT HAVE A CUMULATIVE MARKET VALUE OF \$25,000.00 OR MORE, AS DETERMINED BY THE CITY ASSESSOR OR INDEPENDENT APPRAISAL, WITHOUT OPEN BIDDING AND PRICED BELOW MARKET RATES; OR

(2) PROVISIONS OR APPROVAL BY THE CITY OF TAX ABATEMENTS THAT ABATE MORE THAN \$25,000.00 OF CITY TAXES OVER THE TERM OF THE ABATEMENT THAT INURE DIRECTLY TO THE DEVELOPER, BUT NOT INCLUDING NEIGHBORHOOD ENTERPRISE ZONE TAX ABATEMENT.

§25-3. COMMUNITY BENEFITS AGREEMENT REQUIRED.

(A) A COMMUNITY BENEFITS AGREEMENT IS REQUIRED BETWEEN THE CITY OF FLINT AND A DEVELOPER CONSISTENT WITH TIER 1, TIER 2, AND TIER3 AS DEFINED IN SECTION 50-184 PRIOR TO THE CITY COUNCIL'S FINAL APPROVAL OF PUBLIC SUPPORT. THE CITY COUNCIL MAY GRANT PRELIMINARY APPROVAL OF PUBLIC SUPPORT SUBJECT TO THE EXECUTION OF A COMMUNITY BENEFITS AGREEMENT.

(B) THE CITY COUNCIL MUST ACCEPT OR AMEND A FINAL COMMUNITY BENEFITS AGREEMENT WITHIN 14 DAYS AFTER PRESENTMENT TO THE CITY COUNCIL BY RESOLUTION. THE COMMUNITY BENEFITS AGREEMENT WILL TAKE EFFECT IF NO ACTION IS TAKEN BY THE CITY COUNCIL WITHIN 14 DATS.

(C) THE FOLLOWING MINIMUM STANDARDS SHALL BE REQUIRED OF ANY COMMUNITY BENEFITS AGREEMENT CONTRACT:

(1) LEGALLY ENFORCEABLE AND THE RESULT OF THE PROCEDURE SPECIFIED UNDER DIVISION 3 OF THIS ARTICLE.

(2) THE COMMUNITY BENEFITS PROVIDED REFLECT THE SCALE OF AND ARE IN PROPORTION TO THE PUBLIC SUPPORT APPROVED.

(3) IDENTIFY SPECIFIC METHODS FOR MONITORING AND COMPLIANCE WITH THE PROVISIONS OF THE COMMUNITY BENEFITS AGREEMENT.

(4) PROVIDE FOR ENFORCEMENT TERMS AND SPECIFIC REMEDIES UPON THE BREACH OR NONCOMPLIANCE OF A PARTY. SUCH REMEDIES MAY INCLUDE, WITHOUT LIMITATION, SPECIFIC PERFORMANCE, LIQUIDATED DAMAGES, CLAW BACKS, OR REVOCATION OR WITHDRAWAL OF PUBLIC SUPPORT.

- (5) THE PROVISIONS OF A COMMUNITY BENEFITS AGREEMENT SHALL BE BINDING UPON ALL PARTIES, INCLUDING THEIR AGENTS, SUCCESSORS, AND ASSIGNS. AFTER APPROVAL AND EXECUTION BY THE PARTIES, COMMUNITY BENEFITS AGREEMENTS SHALL BE RECORDED AGAINST THE PROPERTY IN WHICH A PROJECT IS LOCATED AND RUN WITH THE LAND.**
- (6) WHERE POSSIBLE, PROVIDE A MEANS TO MEASURE, VALUE, AND ASSESS THE FACTORS DISCUSSED TIER 1, TIER 2, AND TIER 3 PROJECTS TO THE CITYWIDE ADVISORY COMMITTEE.**
- (7) INCLUSION OF LOCAL SMALL BUSINESSES, MINORITY-OWNED BUSINESS ENTERPRISES, WOMEN OWNED BUSINESS ENTERPRISES, AND OTHER RELEVANT BUSINESS ORGANIZATIONS IN PRE-BID MEETINGS AND CONFERENCES WITH ADVANCE NOTICE.**
- (8) COMPLIANCE OF DEVELOPER WITH ANY COMPETITIVE REQUIREMENTS, AS APPLICABLE, PROVIDED FOR IN THE CITY CODE OF ORDINANCES, STATE, OR FEDERAL LAWS.**
- (9) NO OUTSTANDING BACK TAXES, FINES, OR LIENS ARE OWED TO THE CITY.**
- (10) COMPLIANCE OF DEVELOPER WITH THE PROVISIONS CONTAINED IN CHAPTER 2, ARTICLE VI, SEC. 2-19.2 OF THE CODE OF ORDINANCES, REGARDING EMPLOYMENT DISCRIMINATION.**
- (11) PROVIDE FOR THE CLEANUP OF CONTAMINATION ON SITE, AS REQUIRED BY THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY.**
- (12) THE REQUIREMENTS OF THIS ORDINANCE MAY BE WAIVED BY RESOLUTION OF THE CITY COUNCIL UPON SUBMISSION BY EITHER THE DIRECTOR OF BUSINESS AND COMMUNITY DEVELOPMENT OR THE DEVELOPER IDENTIFYING REASONS THAT THE REQUIREMENTS OF THIS ORDINANCE ARE IMPRACTICAL OR INFEASIBLE AND IDENTIFYING HOW THE DEVELOPER WILL OTHERWISE PROVIDE COMMUNITY BENEFITS.**

§25-4. COMMUNITY ENGAGEMENT PROCESS.

- (1) PRIOR TO SUBMITTING TO CITY COUNCIL, A REQUEST FOR APPROVAL OF LAND TRANSFERS OR TAX ABATEMENTS RELATED TO A TIER 1, TIER 2, OR TIRE 3 PROJECTS, THE DIRECTOR OF BUSINESS AND COMMUNITY SERVICES SHALL GIVR HOLD NO FEWER THAN FIVE PUBLIC MEETINGS, UNLESS A MAJORITY OF THE CITYWIDE ADVISORY COUNCIL VOTES TO WAIVE ONE OR MORE OF THE REQUIRED**

MEETINGS, BUT NOT LESS THAN TWO PUBLIC MEETINGS SHALL BE HELD IN ALL CIRCUMSTANCES.

THE DIRECTOR OF BUSINESS AND COMMUNITY SERVICES AND THE CITYWIDE ADVISORY COMMITTEE WILL DEVELOP AN APPLICATION PROCESS TO CREATE POOL OF CANDIDATES FROM THE IMPACTED AREA TO ASSIST THE CITYWIDE ADVISORY COUNCIL IN NEGOTIATING A COMMUNITY BENEFITS AGREEMENT FOR THAT PROJECT. THIS POOL WILL BECOME PART OF THE REGISTERED GROUP DEFINED IN SECTION 50-184 OF THIS ORDINANCE. THE OFFICE OF BUSINESS AND COMMUNITY DEVELOPMENT SHALL KEEP THIS INFORMATION ON FILE. THE REGISTERED GROUP SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION SUBMITTED TO THE OFFICE OF BUSINESS AND COMMUNITY DEVELOPMENT.

- (2) THE DIRECTOR OF BUSINESS AND COMMUNITY SERVICES WILL SELECT TWO (2) RESIDENTS FROM THE POOL OF APPLICANTS FROM THE IMPACTED AREA.**
- (3) IF THE DIRECTOR OF BUSINESS AND COMMUNITY DEVELOPMENT RECEIVES LESS THAN THREE APPLICANTS, THE DIRECTOR OF BUSINESS AND COMMUNITY DEVELOPMENT MAY SEEK OUT ADDITIONAL APPLICATIONS FROM INDIVIDUALS THAT LIVE OUTSIDE THE IMPACTED AREA.**
- (4) THE TWO RESIDENTS NOMINATED BY THE DIRECTOR OF BUSINESS AND COMMUNITY DEVELOPMENT MUST BE APPROVED BY A MAJORITY OF THE CITYWIDE ADVISORY COMMITTEE.**
- (5) THE TWO RESIDENTS SELECTED WILL SERVE ON THE CITYWIDE ADVISORY COMMITTEE UNTIL THE COMPLETION OF THE PROJECT AS DETERMINED BY THE PLANNING DIRECTOR AND ADVISORY COMMITTEE.**
- (6) ALL RESIDENTS OVER THE AGE OF 18 THAT RESIDE IN THE IMPACT AREA ARE ELIGIBLE FOR NOMINATION, PROVIDED THAT, ANY PERSON WHO IS AN AGENT, EMPLOYEE, OR OFFICIAL OF THE DEVELOPER, OR AN EMPLOYEE OF A CITY DEPARTMENT OR AUTHORITY DIRECTLY INVOLVED IN THE DEVELOPMENT, MUST DISCLOSE SUCH RELATIONSHIP PRIOR TO THEIR SELECTION. IF A CONFLICT EXISTS, THE PERSON IS PROHIBITED FROM SERVING ON THE ENFORCEMENT COMMITTEE. A CONFLICT OF INTEREST FOR THIS PURPOSE MEANS ANY FINANCIAL INTEREST HELD PERSONALLY OR BY AN IMMEDIATE FAMILY MEMBER IN THE DEVELOPMENT PROJECT.**
- (7) THE CITY CLERK SHALL FORWARD NOTICE OF THE FIRST PUBLIC MEETING VIA FIRST CLASS MAIL NO LESS THAN TEN DAYS BEFORE**

SUCH MEETING TO ALL CITY OF FLINT RESIDENTS WITHIN 300 RADIAL FEET OF THE TIER 1 PROJECT IMPACT AREA.

- (8) ALL ACTIONS OF THE CITYWIDE ADVISORY COMMITTEE MAY BE TAKEN WITH THE CONSENT OF A MAJORITY OF CITYWIDE ADVISORY COMMITTEE MEMBERS SERVING.**
- (9) IN ADDITION TO THE MEETING REQUIREMENT IN OF THIS SECTION, THE DIRECTOR OF BUSINESS AND COMMUNITY DEVELOPMENT SHALL FACILITATE AT LEAST ONE MEETING BETWEEN THE CITYWIDE ADVISORY COMMITTEE AND THE DEVELOPER TO ALLOW THE CITYWIDE ADVISORY COMMITTEE TO LEARN MORE DETAILS ABOUT THE PROJECT AND TO PROVIDE AN OPPORTUNITY FOR THE CITYWIDE ADVISORY COMMITTEE TO MAKE DEVELOPER AWARE OF CONCERNS RAISED BY THE RESIDENTS OF THE IMPACTED AREA.**
- (10) COMMUNITY BENEFITS REPORT AND AGREEMANT: THE DIRECTOR OF BUSINESS AND COMMUNITY SERVICES SHAL PROVIDE A COMMUNITY BENEFITS REPORT TO THE CITY COUNCIL REGARDING TIER 1, TIER 2, AND TIER3 PROJECTS PRIOR TO PRIOR TO THE REQUEST FOR ANY APPROVALS RELATED TO THOSE PROJECTS.**

THE COMMUNITY BENEFITS REPORT SHALL CONTAIN:

- A. A DETAILED ACCOUNT OF HOW NOTICE WAS PROVIDED TO ORGANIZE THE PUBLIC MEETING.**
- B. A LIST OF THE CITYWIDE ADVISORY COUNCIL MEMBERS AND HOW THEY WERE SELECTED.**
- C. AN ITEMIZED LIST OF THE CONCERNS RAISED BY THE CITYWIDE ADVISORY COUNCIL.**
- D. A METHOD FOR ADDRESSING EACH OF THE CONCERNS RAISED BY THE CITYWIDE ADVISORY COUNCIL OR WHY A PARTICULAR CONCERN WILL NOT BE ADDRESSED; AND**
- E. A DETAILED LIST OF COMMUNITY OUTREACH STRATEGIES, INCLUSIVE OF OF A LANGUAGE ACCESS PLAN, THAT HAVE BEEN USED TO SOLICIT AND RECORD FEEDBACK.**
- F. THE DIRECTOR OF BUSINESS AND COMMUNITY SERVICES, WHERE POSSIBLE, SHALL PROVIDE A COPY OF THE COMMUNITY BENEFITS REPORT TO THE CITYWIDE ADVISORY COUNCIL PRIOR TO SUBMISSION TO THE CITY COUNCIL.**

- G. THE CITYWIDE ADVISORY COUNCIL SHALL HAVE AT LEAST ONE WEEK TO REVIEW THE COMMUNITY BENEFITS AGREEMENT PRIOR TO RECEIVING A REQUEST FROM THE CITY TO EITHER VOTE TO APPROVE OR SIGN A LETTER IN SUPPORT OF THE PROPOSED BENEFITS, PROVIDED THAT, IF A MAJORITY OF THE CITYWIDE ADVISORY COUNCIL VOTES AGAINST THE PROPOSAL, THEN ADDITIONAL TIME SHALL BE PROVIDED FOR DISCUSSION AND NEGOTIATION.**
- H. THE DIRECTOR OF BUSINESS AND COMMUNITY DEVELOPMENT SHALL WORK WITH THE CITY COUNCIL TO ASSURE THAT, TO THE MAXIMUM EXTENT POSSIBLE, ALL APPROVALS REQUIRED OF THE CITY COUNCIL MAY BE CONSIDERED SIMUTANEOUSLY AND SUBJECT TO ONE APPROVAL VOTE.**
- I. THE DIRECTOR OF BUSINESS AND COMMUNITY SERVICES SHALL WORK WITH OTHER CITY DEPARTMENTS TO FACILLITATE THAT ALL PROJECTS RECEIVE EXPEDITED CITY-REQUIRED APPROVAL.**

§25-5. DEVELOPMENT AGREEMENT.

ALL DEVELOPMENT AGREEMENTS MADE BETWEEN THE DEVELOPER AND THE CITY RELATED TO THE LAND TRANSFERS OR TAX ABATEMENTS ASSOCIATED WITH A TIER 1, TIER 2, OR TIER 3 PROJECTS SHALL INCLUDE THE COMMUNITY BENEFITS PROVISION, WHICH SHALL INCLUDE:

- (1) ENFORCEMENT MECHANISMS FOR FAILURE TO ADHERE TO COMMUNITY BENEFITS PROVISION, THAT MAY INCLUDE BUT ARE NOT LIMITED TO, CLAW BACK OF CITY-PROVIDED BENEFITS, REVOCATION OF LAND TRANSFERS OR LAND SALES, DEBARMENT PROVISIONS AND PROPORTIONATE PENALTIES AND FEES.**
- (2) THE PROCEDURE FOR COMMUNITY MEMBERS TO REPORT VIOLATIONS OF THE COMMUNITY BENEFITS PROVISION TO THE ENFORCEMENT COMMITTEE.**
- (3) THE LENGTH OF TIME THAT ANNUAL COMPLIANCE REPORTS WILL BE SUBMITTED TO THE CITYWIDE ADVISORY COMMITTEE.**
- (4) CONTINUED COMMUNITY ENGAGEMENT OR COMMUNITY MEETING REQUIREMENTS.**
- (5) THE DEVELOPER SHALL NOT BE REQUIRED TO ENTER INTO A LEGALLY BINDING AGREEMENT WITH ANY INDIVIDUAL OR ORGANIZATION OTHER THAN THE CITY FOR THE EXPRESS PURPOSE OF FULFILLING THE REQUIREMENTS OF THIS ORDINANCE OR OTHER CITY-MANDATED COMMUNITY ENGAGEMENT PROCESSES.**

§25-6. STANDARDS.

THE FOLLOWING MINIMUM STANDARDS SHALL BE REQUIRED OF ANY COMMUNITY BENEFITS AGREEMENT:

- (1) LEGALLY ENFORCEABLE AND THE RESULT OF THE PROCEDURE SPECIFIED.**
- (2) THE COMMUNITY BENEFITS PROVIDED REFLECT THE SCALE OF AND BE IN PROPORTION TO THE PUBLIC SUPPORT APPROVED.**
- (3) IDENTIFY SPECIFIC METHODS REGARDING MONITORING AND COMPLIANCE WITH THE PROVISIONS OF THE COMMUNITY BENEFITS AGREEMENT.**
- (4) PROVIDE FOR ENFORCEMENT TERMS AND SPECIFIC REMEDIES UPON THE BREACH OR NONCOMPLIANCE OF A PARTY. SUCH REMEDIES MAY INCLUDE, WITHOUT LIMITATION, SPECIFIC PERFORMANCE, LIQUIDATED DAMAGES, CLAW BACKS, OR REVOCATION OR WITHDRAWAL OF PUBLIC SUPPORT.**
- (5) THE PROVISIONS OF A COMMUNITY BENEFITS AGREEMENT SHALL BE BINDING UPON ALL PARTIES, INCLUDING THEIR AGENTS, SUCCESSORS, AND ASSIGNS. AFTER APPROVAL AND EXECUTION BY THE PARTIES, COMMUNITY BENEFITS AGREEMENTS SHALL BE RECORDED AGAINST THE PROPERTY IN WHICH A PROJECT IS LOCATED AND RUN WITH THE LAND.**
- (6) INCLUSION OF LOCAL SMALL BUSINESSES, MINORITY-OWNED BUSINESS ENTERPRISES, WOMEN OWNED BUSINESS ENTERPRISES, AND OTHER RELEVANT BUSINESS ORGANIZATIONS IN PRE-BID MEETINGS AND CONFERENCES WITH ADVANCE NOTICE.**
- (7) DEVELOPER SHALL PROMOTE THE HIRING, TRAINING AND EMPLOYABILITY OF CITY OF FLINT RESIDENTS CONSISTENT WITH THE CITY OF FLINT, STATE, AND FEDERAL LAW**
- (8) THE DEVELOPER WILL PAY WAGES CONSITENT WITH THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AS AMENDED BY THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1992 (SECTION 3) WHERE FUDIND IS DERIVED FROM THIS AGENCY BY THE CITY OF FLINT, DEVELOPER, ANY THIRD PARTY ENGAGED IN THE PROJECT.**

- (9) NO OUTSTANDING PAYMENTS, BACK TAXES, FINES, OR LIENS ARE OWED TO THE CITY OF FLINT.**
- (10) PROVIDE FOR THE CLEANUP OF CONTAMINATION ON SITE, AS REQUIRED BY THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY**

§25-7. ENFORCEMENT.

AN ENFORCEMENT COMMITTEE SHALL BE ESTABLISHED TO MONITOR TIER 1, TIER 2, AND TIER 3 PROJECTS.

THE ENFORCEMENT COMMITTEE SHALL BE COMPRISED OF, AT MINIMUM, THE FOLLOWING FOUR INDIVIDUALS:

- (1) THE CITY ATTORNEY FOR THE CITY OF FLINT; OR THEIR DESIGNEE.**
- (2) A REPRESENTATIVE FROM THE DEPARTMENT OF BUSINESS & COMMUNITY SERVICES.**
- (3) A REPRESENTATIVE OF THE CITYWIDE ADVISORY COUNCIL OF THE IMPACTED AREA.**
- (4) THE DIRECTOR OF BUSINESS AND COMMUNITY SERVICES WILL ACCEPT APPLICATIONS TO THE ENFORCEMENT COMMITTEE FROM ANY PERSON THAT RESIDES IN THE IMPACTED AREA TO SERVE THROUGHOUT THE DEVELOPMENT PROCESS WHO ARE PRESENT AT THE INITIAL PUBLIC MEETING.**
- (5) THE DIRECTOR OF BUSINESS AND COMMUNITY SERVICES, THE CITYWIDE ADVISORY COMMITTEE MEMBER, AND THE CITY ATTORNEY OR THEIR DESIGNEE, WILL JOINTLY SELECT ONE (1) RESIDENT FROM THE IMPACTED AREA TO SERVE ON THE ENFORCEMENT COMMITTEE.**
- (6) IN ADDITION TO THE MEMBERS OF THE ENFORCEMENT COMMITTEE AS IDENTIFIED IN THIS SECTION, THE DIRECTOR OF BUSINESS AND COMMUNITY SERVICES MAY REQUIRE THAT OTHER DEPARTMENTS PARTICIPATE IN THE ENFORCEMENT COMMITTEE AS NEEDED.**
- (7) THE ENFORCEMENT COMMITTEE SHALL PROVIDE A BIENNIAL COMPLIANCE REPORT TO THE CITY COUNCIL AND THE CITYWIDE ADVISORY COUNCIL FOR THE TIME IDENTIFIED IN THE COMMUNITY BENEFITS PROVISION.**

- (8) THE DIRECTOR OF BUSINESS AND COMMUNITY SERVICES SHALL FACILITATE AT LEAST TWO MEETINGS PER CALENDAR YEAR BETWEEN THE NEIGHBORHOOD ADVISORY COUNCIL AND THE DEVELOPER TO DISCUSS THE STATUS OF THE TIER 1, TIER 2, AND TIER 3 PROJECTS FOR THE TIME IDENTIFIED IN THE COMMUNITY BENEFITS PROVISION.
- (9) THE CITYWIDE ADVISORY COMMITTEE SHALL REVIEW ANY ALLEGATIONS OF VIOLATIONS OF THE COMMUNITY BENEFITS PROVISION PROVIDED TO IT BY THE COMMUNITY AND MAY REPORT VIOLATIONS TO THE ENFORCEMENT COMMITTEE IN WRITING.
- (10) UPON RECEIPT OF WRITTEN NOTIFICATION OF ALLEGATIONS OF VIOLATION FROM THE CITYWIDE ADVISORY COMMITTEE, THE ENFORCEMENT COMMITTEE SHALL INVESTIGATE SUCH ALLEGATIONS AND SHALL PRESENT THEIR WRITTEN FINDINGS TO THE CITYWIDE ADVISORY COMMITTEE BASED UPON THE FOLLOWING:
- (A) WHETHER THE DEVELOPER IS IN COMPLIANCE WITH THE COMMUNITY BENEFITS PROVISION.
 - (B) HOW THE COMMUNITY BENEFITS PROVISION WILL BE ENFORCED OR HOW VIOLATIONS WILL BE MITIGATED.
 - (C) THE FINDINGS OF THE ENFORCEMENT COMMITTEE SHALL BE PRESENTED TO THE NEIGHBORHOOD ADVISORY COMMITTEE NO LATER THAN 21 DAYS FROM THE DATE THE VIOLATIONS WERE REPORTED TO THE ENFORCEMENT COMMITTEE UNLESS THE NEED FOR ADDITIONAL TIME IS REPORTED TO CITY COUNCIL AND THE NEIGHBORHOOD ADVISORY COMMITTEE WITHIN THE ORIGINAL 21-DAY TIME FRAME.
- (11) SEVERABILITY: IF ANY CLAUSE, SENTENCE, SECTION, PARAGRAPH, OR PART OF THIS ORDINANCE, OR THE APPLICATION THEREOF TO ANY PERSON, FIRM, CORPORATION, LEGAL ENTITY, OR CIRCUMSTANCES, SHALL BE FOR ANY REASON ADJUDGED BY A COURT OR TRIBUNAL, OF COMPETENT JURISDICTION TO BE UNCONSTITUTIONAL OR INVALID, SUCH JUDGMENT SHALL NOT EFFECT, IMPAIR, OR INVALIDATE THE REMAINDER OF THIS ORDINANCE AND THE APPLICATION OF SUCH PROVISION TO OTHER PERSONS, FIRMS, CORPORATIONS, LEGAL ENTITIES, OR CIRCUMSTANCES BY SUCH JUDGMENT SHALL BE CONFINED IN ITS OPERATION TO THE CLAUSE, SENTENCE, SECTION, PARAGRAPH, OR PART OF THIS ORDINANCE THEREOF DIRECTLY INVOLVED IN THE

CASE OR CONTROVERSY IN WHICH SUCH JUDGMENT SHALL HAVE BEEN RENDERED AND TO THE PERSON, FIRM, CORPORATION, LEGAL ENTITY, OR CIRCUMSTANCES THEN AND THERE INVOLVED. IT IS HEREBY DECLARED TO BE THE LEGISLATIVE INTENT OF THIS BODY THAT THE ORDINANCE WOULD HAVE BEEN ADOPTED HAD SUCH INVALID OR UNCONSTITUTIONAL PROVISIONS HAVE NOT BEEN INCLUDED IN THIS ORDINANCE.

SEC. 2. THIS ORDINANCE SHALL BECOME EFFECTIVE THIS _____ DAY OF _____, 2024, A.D.

Adopted this _____ day of _____, 2024, A.D.

FOR THE CITY:

For the City Clerk

Sheldon A. Neeley, Mayor

APPROVED AS TO FORM:

Joseph N. Kuptz, Acting City Attorney

240459-T

ORDINANCE NO. _____

An Ordinance to amend the Flint Code of Ordinances, Chapter 50, Zoning Ordinance.

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

Sec. 1. An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 50, Zoning Ordinance, Sections 50-23 Permitted Uses, 50-25 General Residential Zoning District Requirements, 50-30 Permitted Uses, 50-37 Permitted Uses, 50-39 Additional Criteria and Requirements for Review of Uses in Green Innovation Districts, 50-43 Permitted Uses, 50-81 Adult Foster Care and Adult Day Care, 50-90 Child Care Center, 50-111 Residential Rehabilitation Facilities, and 50-184 Definitions, which shall read in its entirety as follows:

SECTION 50-23 PERMITTED USES

Article 16 Definitions shall be referred to for clarity on the uses as listed.

Allowed Uses Table.

Table 50-23 Uses: Residential Zone Districts								
	GN-1	GN-2	TN-1	TN-2	MR-1	MR-2	MR-3	Reference
RESIDENTIAL								
Household Living								
Single-Family Detached Dwelling	P	P	P	P	P	S		50-50
Two-Family Dwelling (duplex)	S	S	S	S	P	P		50-85
Single-Family Attached Dwelling		S		S	P	P	P	50-85
Multi-Family Dwelling (all floors)					S	P	P	50-104
Multi-Family Dwelling (above first floor)						P	P	50-104
Manufactured Housing Communities				S				50-102
Accessory Dwelling Unit	A	A	A	A	A	A		50-79
Mixed-Use						P	P	
Group Living								
State Licensed Residential Facility (1-6 residents)	P	P	P	P	P	P	P	
FAMILY CHILD CARE HOME (1-7 CHILDREN)	P	P	P	P	P	P	P	50-90
GROUP CHILD CARE HOME (7-14 CHILDREN)	P	P	P	P	P	P	P	50-90
Convalescent or Nursing Home					S	S	S	
Boarding House	S	S	S	S	S	S		50-112
Transitional or Emergency Shelter						S	S	50-119
Residential Rehab Center (1-6)	S	S	S	S	S			50-111
Residential Rehab Center (7-20)						S	S	50-111
Adult Foster Care Family Home (1-6)	P	P	P	P	P	P		50-84
Adult Foster Care Small Group Home (4-6)	P	P	P	P	P	P		
Adult Foster Care Small Group Home (7-12)	S	S	S	S	S	P	P	50-81
Adult Foster Care Large Group Home (13-20)					S	S	P	50-81
RECREATIONAL								
Community Center	P	P	P	P	P	P	S	
AGRICULTURAL								
Aquaculture	A	A	A	A	A			50-84

	GN-1	GN-2	TN-1	TN-2	MR-1	MR-2	MR-3	Reference
Aquaponics	A	A	A	A	A			50-84
Produce Stand	A	A	A	A	A	A	A	50-109
Farmers' Market (Temporary)						P	P	50-118
Greenhouse	A	A	A	A	A	A	A	50-98
Hoophouse	A	A		A				50-100
Hydroponics	A	A	A	A	A	A		
Apiary/Beekeeping	A	A	A	A	A	A		50-88
Chicken Keeping	A	A		A				50-89
Urban Agriculture	P	P		P				50-120
Community Garden	P	P	P	P	A	A	A	50-91
INSTITUTIONAL AND CULTURAL								
Religious								
Place of Worship	S	S	S	S	S	P		
Cemetery	P	S		S				
Government and Educational								
Elementary/Middle School	P	P		P	P	S	S	
High School	P	P		S	S	S	S	
College or University or Vocational Training							P	
Other Governmental Use or Facility					P	P	P	
Other Institutional, and Cultural								
Social Service Facility (w/o residential care)				S	S	P	P	
Civil or Charitable Organization				S	S	P	P	
Art Gallery					S	P	P	
Library		P		P	P	P	P	
Museum					S	P	P	
COMMERCIAL								
Temporary Lodging								
Bed and Breakfast		S	S	S	S	P		50-87
Hotel							S	
Offices								
Financial Services						P	P	
Physician or Dentist Office or Medical Clinic						P	P	
General or Professional Office						P	P	
Copying, Mailing, Courier Services, Parcel Receiving, Shipping Station						P	P	
Film Production, Photography, Radio, TV Studio						P	P	
Live/Work Unit		S				P	S	50-101
Personal Service Establishments								
Personal Service Establishments						P	P	
Gym or Fitness Center						P	P	

	GN-1	GN-2	TN-1	TN-2	MR-1	MR-2	MR-3	Reference
Additionally Regulated Uses								
Tattoo Establishment							ARU	50-80

SECTION 50-25 GENERAL RESIDENTIAL ZONING DISTRICT REQUIREMENTS

D. Conversion of Non-Residential Buildings. The conversion of any non-residential building into a residential structure, or an existing residential building into a structure containing more housing units than its current use, is only permitted when the proposed structure and number of dwelling units meets the requirements of this chapter, or is otherwise approved according to the provisions of this Chapter. See Article 9: Use Regulations.

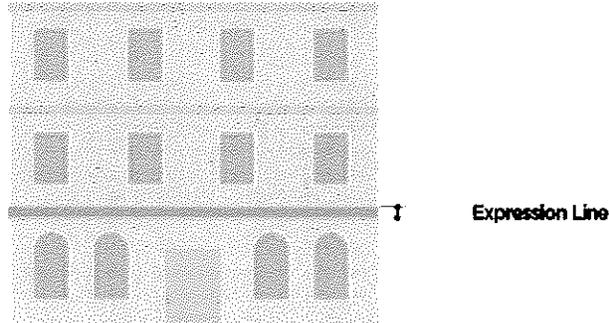
~~E. State Licensed Residential Facilities. A “state licensed residential facility,” as defined by Act 28, of the Public Acts of 1977, being MSA 5.2933(2), as amended, which provides supervision or care or both to six or less persons shall be considered a residential use of property for the purposes of this chapter. It shall be a permitted use in all residential zones, including those for single family dwellings and shall not be subject to Special Land Use or conditional use permits or procedures different from those required for other dwellings of similar density in the same zone; provided, that such uses, with the exception of “foster family homes,” as defined in Act 116 of the Public Acts of 1973, being MCLA §§ 722.111 through 722.128, and MSA §§ 25.358(11), as amended, as prohibited, within a 1,500 foot radius of each other. And provided further, that the facilities which provide the care to more than six persons and are otherwise permitted in any residential district are also prohibited within a 1,500 foot radius of each other.~~

E. ~~F.~~ Expression Line (EL).

1. A horizontal line on the façade known as the Expression Line (EL) shall distinguish the base of the building from the remainder to enhance the pedestrian environment. The EL shall be created by a change in material, a change in design, or by a continuous setback, recess, or projection above or below the Expression Line. Such elements as cornices, belt courses, corbelling, molding, stringcourses, ornamentation, and changes in material or color or other sculpturing of the base, are appropriate design elements for ELs.

2. If applicable, the height of the Expression Line shall be related to the prevailing scale of development in the area. A change of scale may require a transitional design element between existing and proposed features.

Expression Line
50.3.10.F



F. ~~G.~~ Transparency.

1. Applicability.

- i. The minimum transparency requirement shall apply to all sides of a building that abut an urban open space or public right-of-way. Transparency requirements shall not apply to sides which abut an alley.
- ii. Windows for building sides (non-front) shall be concentrated toward the front edge of the building, in locations most visible from an urban open space or public right-of-way.

2. Windows and Displays.

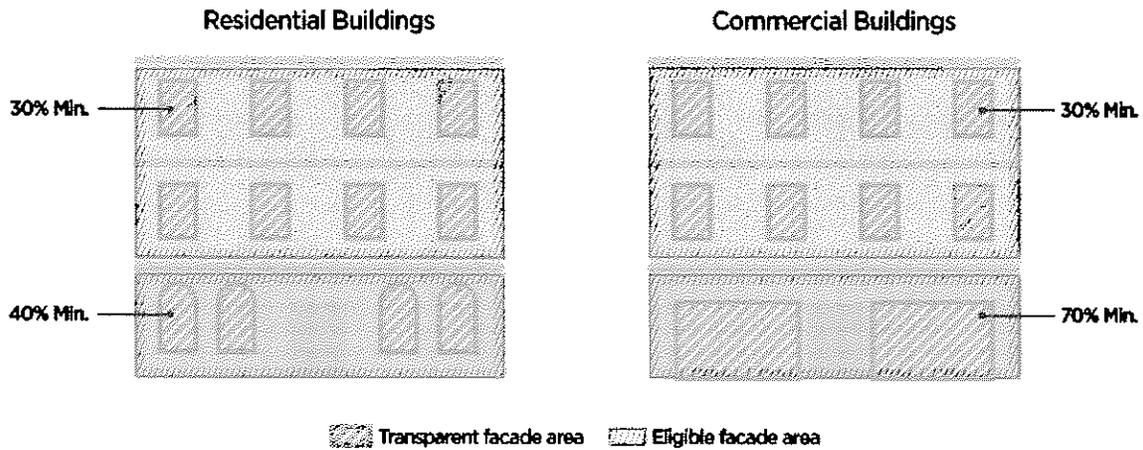
- i. Ground level storefront transparency shall be horizontally oriented overall, divided into vertical segments.
- ii. Product display windows shall be internally lit.
- iii. Interior displays shall be set back a minimum of one (1) foot from the window and shall not cover more than fifty (50) percent of the window opening.
- iv. No window covering or screening shall cover more than twenty-five (25) percent of windows or doors that are used to meet transparency requirements.

3. Percentage of Required Transparency

- i. Ground-floor transparency percentages must be applied between two (2) feet and eight (8) feet from the ground. The area of windows in doors may count towards the transparency percentage.
- ii. Structures in the MR-2 and MR-3 districts shall comply with Table 50-25G below with regards to the amount of transparent materials that is required for ground-floor and upper floor facades. Windows must be clear and allow views of the indoor space or display areas.

	Commercial Use	Residential Use
Ground-floor	70%	40%
Upper floors	30%	30%

Transparency Requirements
50.3.10.G



SECTION 50-30 PERMITTED USES

Article 16 Definitions shall be referred to for clarity on the uses as listed.

Allowed Uses Table.

	NC	CC	DE	DC	Reference
RESIDENTIAL					
Household Living					
Single-Family Dwelling	S		S		50-50
Two-Family Dwelling (Duplex)	P	S	P		50-85
Single-Family Attached Dwelling	P	S	P		50-85
Multi-Family Dwelling (all floors)	P	P	P		50-104
Multi-Family Dwelling (above first floor)	P	P	P	P	50-104
Accessory Dwelling Unit	S		S		50-79
Mixed Use	P	P	P	P	
Group Living					
STATE LICENSED RESIDENTIAL FACILITY (1-6 RESIDENTS)	P	S	P	S	

	NC	CC	DE	DC	Reference
Convalescent or Nursing Home		S	P		
Fraternity/Sorority House			P		50-96
Transitional or Emergency Shelter	S	S	S		50-119
FAMILY CHILD CARE HOME (1-7 CHILDREN)	P	P	P	P	50-90
GROUP CHILD CARE HOME (7-14 CHILDREN)	P	S	P	S	50-90
Adult Foster Care Family Home (1-6 residents)			S		50-84
Adult Foster Care Small Group Home (1-6)			S		50-84
Adult Foster Care Small Group Home (7-12)		P	P		50-81
Adult Foster Care Large Group Home (13-20)		P	P		50-81
RECREATIONAL					
Community Center	P		S		
AGRICULTURAL					
Farmers' Market (Permanent)	P		P		
Farmers' Market (Temporary)	P	P	P	P	50-118
Produce Stand	A	S			50-109
Community Garden	A	A	A		50-91
INSTITUTIONAL AND CULTURAL					
Religious					
Place of Worship	S	P	P	S	
Cemetery		S			
Government and Educational					
Elementary/Middle School		S	P		
High School		S	P		
College or University or Vocational Training		S	P	P	
Other Governmental Use or Facility		P	P	P	
Other Institutional, and Cultural					
Social Service Facility	P	P	P	S	
Civil, Religious, or Charitable Organization	P	P	P	S	
Library	P	P	P	S	
Museum		S	P	S	
Art Gallery	P	P	P	P	
Health					
Rehabilitation Center (w/o residential care)	S	P	P	S	
Hospital or Medical Center		P	P	S	
COMMERCIAL					
Automotive Services					
Automotive Rental		P			50-122
Auto Supply/Accessory Sales	S	P			
Vehicle Repair and Services		P			50-123
Vehicle Fuel Station (without vehicle repair, may include 1,000 sq. ft. convenience-Store)	S	P	S		50-121
Vehicle Sale/ Lease (including auto, RV, boat)		P			50-122
Car Wash	S	P			
Farm Implement Sales		P			
Entertainment and Hospitality					
Arcade, Amusement Devices, Gaming, Pool Hall	S	P	P	S	50-94
Auditorium, Cinema, Concert Hall, Theater, Banquet Hall, Amphitheater	S	P	P	P	50-86
Adult Entertainment Uses		ARU			50-80
Bingo Hall		ARU	ARU		50-92
Bowling Alley, Skating Rink	S	P	S	S	
Casino			S		
Charity Gaming		ARU	ARU		50-92
Convention Center		P	P	P	
Dance Club, Night Club		S	S	S	50-94
Drive-In Theaters (Entertainment)		S			
Entertainment, Live (Not including ARUs)	S	P	P	P	

	NC	CC	DE	DC	Reference
Hookah Lounge, Cigar Lounge	S	P	S	S	
Sports and Entertainment Arena		S	S		
Temporary Lodging					
Bed and Breakfast			P		50-87
Motel		P			
Hotel		P	P	P	
Offices					
Financial Services	P	P	P	P	
Physician or Dentist Office or Medical Clinic	P	P	P	P	
General Professional Office	P	P	P	P	
Research Facility/Laboratory		P	S		
Copying, Mailing, Courier Services, Parcel Receiving, Shipping Station	P	P	P	P	
Film Production, Photography, Radio, TV Studio	P	P	P	P	
Live/Work Unit	P	P	P		50-101
Personal Service Establishments					
Personal Service Establishments	P	P	P	P	
Gym or Fitness center	P	P	P	P	
Animal Services Day Care (w/o overnight boarding)	P	P	P		
Kennel (w/ boarding and/or grooming)		P			
Veterinary Clinic or Hospital (with or w/o boarding)	P	P	P		
Funeral Home or Mortuary		P			
Tattoo Establishment		ARU	ARU		50-80
Residential Day Care Service SERVICES					
Adult Day Care or Day Services Center	P	P	PS	P	50-81
Group Day Care Home		P	S		
Child Care Center	PS	P	P	PS	50-90
Retail and Service					
Grocery Store	P	P	P	S	
Retail Sales, General	P	P	P	P	
Retail Sales, Outdoor Nursery, Garden Center or Landscaping Supply		P			
Convenience Store (W/ or w/o liquor)	S	P	P	S	50-83
Restaurant w/Alcohol (beer, wine and/or liquor)	S	P	P	P	50-83
Restaurant w/o Alcohol	P	P	P	P	
Catering Business	P	P	S	S	
Bar, Tavern, Taproom, or Tasting Room	S	S	S	S	50-83
Brewpub	S	S	S	S	50-83
Craft Winery/distillery	S	S	S	S	50-83
Commercial Art Gallery	P	P	P	P	
Instruction Studio	P	P	P	P	
Cash Advance		S			
Liquor Store/Package Goods/Party Store		ARU	ARU		50-83/50-80
Antique, Second-Hand Store (except pawn shop)	P	P	P	P	
Pawn Shop or Pawn Broker		ARU			50-80
Firearms Sales		S			
Drive Through (all commercial uses w/drive through; includes dry cleaning)	S	A	A		
INDUSTRIAL					
Manufacturing and Production, Light					
Trade: Sheet Metal, Carpenter, Plumbing or Heating, Furniture Upholstering, Paint, Paper Hanging, Decorating or Sign Painting Shop, or Similar Enterprise, etc.		P			
Household Service: Dry Cleaning Facility, Household Goods or Appliance Repair Shop, etc.	S	P	S		
Pottery and Figurine making, large-scale commercial/industrial		P			

	NC	CC	DE	DC	Reference
Microbrewery/Small Distillery/Small Winery		P	P	P	
Large Brewery/Large Distillery/Large Winery		S			
Self-Storage Facility		P			50-114
Stone Monument Works		P			
Transportation					
Parking Structures		P	P		50-108
Stand Alone Parking, Surface Lots		P	S		
Transit Terminal or Station			P		
Utilities					
Electrical Substations and Private Utilities	S	S	S	S	50-93
Wireless Communication Facilities – Collocated on Existing Towers	P	P	P	P	50-126
Small-Scale Solar Energy Production	A	A	A	A	50-117
Large-Scale Solar Energy Production		A	A		50-116
Small-Scale Wind Energy Production	A	A	A	A	50-125
Additionally Regulated Uses					
Liquor/Package Goods/Party Store	ARU				50-80/50-83

SECTION 50-37 PERMITTED USES

Article 16 Definitions shall be referred to for clarity on the uses as listed.

Allowed Uses Table.

Table 50-37 Uses: Employment Zoning Districts					
	CE	GI-2	PC	Reference	
RESIDENTIAL					
Household Living					
Single-Family Detached Dwelling					50-59
Multi-Family Dwelling	S				50-104
Accessory Dwelling Unit					
Mixed Use	P				
Group Living					
Convalescent or Nursing Home	S				
FAMILY CHILD CARE HOME (1-7 CHILDREN)	P	S			50-90
GROUP CHILD CARE HOME (7-14 CHILDREN)		S			50-90
Adult Foster Care Small Group Home (7-12 residents)	S	S			50-81
Adult Foster Care Large Group Home (13-20)	S	S			50-81
Community Center					
Park					
Public-Owned Park	P	P	P		
AGRICULTURAL					
Aquaculture					50-84
Aquaponics	S	P	P		50-84
Farmers Market (Temporary)	P				50-118
Produce Stand					
Greenhouse	A	P			50-98
Hoophouse	S	P			50-100

	CE	GI-2	PC	Reference
Hydroponics	S	P	P	
Apiary/Beekeeping		P		50-88
Commercial Composting		P	P	
Orchard (11 or more trees)		P		
Urban Agriculture		P		50-120
Community Garden	A			50-91
INSTITUTIONAL AND CULTURAL				
Religious				
Place of Worship	S			
Cemetery	S			
Government and Educational				
Elementary/Middle School	S			
High School	S	S		
College or University or vocational training	P	S		
Other Governmental Use or Facility	P			
Other Institutional, and Cultural				
Social Service Facility (w/o residential care)	P			
Civil, Religious, or Charitable Organization	P			
Health				
Rehabilitation Center (w/o residential care)	P			
Hospital or Medical Center	P			
COMMERCIAL				
Automotive Services				
Automotive Rental	P		P	50-122
Auto Supply/Accessory Sales	P		P	
Vehicle Repair and Services	P		P	50-123
Vehicle Fuel Station (without vehicle repair, may include 1,000 sq. ft. convenience-Store)	P		P	50-121
Vehicle Sale/ Lease (including auto, RV, boat)	P		P	50-122
Vehicle Salvage and Wrecking Operations			P	50-103
Vehicle Towing and Storage (including auto, RV, boat)	S		P	
Car Wash	P		P	
Farm Implement Sales	P		P	
Entertainment and Hospitality				
Adult Entertainment Uses	ARU		ARU	50-80
Arcade, Amusement Devices, Gaming, Billiards Hall	P			50-94
Auditorium, Cinema, Concert Hall, Theater, Banquet Hall, Amphitheater	P			50-86
Bingo Hall	ARU			5080
Bowling Alley, Skating Rink	P			50-94
Casino	S		S	
Charity Gaming	ARU			50-80
Convention Center	P		S	
Dance Club, Night Club	S			50-94
Drive-In Theaters	P			
Entertainment, Live (Not including ARUs)	P			
Hookah Lounge, Cigar Lounge	S			
Sports and Entertainment Arena	S			
Lodging				
Motel	P			
Hotel	P		S	
Offices				
Financial Services	P		S	

	CE	GI-2	PC	Reference
Physician or Dentist Office or Medical Clinic	P			
General Professional Office	P			
Research Facility/ Laboratory	P	S	P	
Copying, Mailing, Courier Services, Parcel Receiving, Shipping Station	P		P	
Film Production, Photography, Radio, TV Studio	P		P	
Live/Work Unit	S			50-101
Personal Service Establishments				
Personal Service Establishments	P			
Animal Day Care (w/o boarding)	P			
Kennel (w/ boarding and/or grooming)	P			
Veterinary Clinic or Hospital (with or w/o boarding)	P			
Funeral Home or Mortuary	P			
Crematory			P	
Gym or Fitness Center	P			
Tattoo Establishment	ARU			50-80
Residential DAY CARE Service SERVICES				
Adult Day Care or Day Services Center	P	S	S	50-81
Group Day Care Home	P			
Child Care Center	P	S	S	50-90
Retail and Service				
Retail Sales, General	P			
Grocery Store	P		S	
Non-food Retail Sales, General (w/o alcohol)	P		S	
Convenience Store	P			50-83
Retail Sales, Outdoor Nursery, Garden Center or Landscaping Supply	P	P	P	
Restaurant w/Alcohol (beer, wine and/or liquor)	S			50-83
Restaurant w/o Alcohol	S			
Catering Business	P			
Bar, Tavern, Taproom, or Tasting Room	S			50-83
Brewpub	S			50-83
Craft Winery/Distillery	S			50-83
Commercial Art Gallery	S			
Instruction Studio	S			
Cash Advance	S			
Antique, Second-Hand Store (except pawn shop)	P			
Liquor/Package Goods/Party Store	ARU			50-80/ 50-83
Limited Wholesale	P	S	P	
Wholesale Business	P	S	P	
Pawn Shop or Pawn Broker	ARU		ARU	50-80
Fire Arms Sales	S		S	
Drive Through (all commercial uses w/drive through; includes dry cleaning)	A		A	50-92
INDUSTRIAL				
Manufacturing and Production, Light				
Trade: Sheet Metal, Carpenter, Plumbing or Heating, Furniture Upholstering, Paint, Paper Hanging, Decorating or Sign Painting Shop, or Similar Enterprise, etc.	P		P	
Household Service: Dying and Dry Cleaning Facility, Household Goods or Appliance Repair Shop, etc.	P		P	
Assembly, Manufacturing, or Production of food, textile products, technology, wood products, furniture and fixtures, paper, clay, glass or fabricated metal	S	S	P	
Canning and Bottling Works	S		P	
Food Products	S	S	P	

	CE	GI-2	PC	Reference
Production of Pharmaceuticals	S		P	
Products from Previously Prepared Materials	S	S	P	50-103
Pottery and Figurine making, large-scale commercial	P		P	
Welding Shops and Other Metal Working Machine Shops	S		P	
Ice Manufacturing	S		P	
Warehousing, Storage	P	A	P	
Microbrewery/Small Distillery/Small Winery	P		S	
Large Brewery/Large Distillery/Large Winery	S		S	
Self-Storage Facility	P		P	50-114
Stone Monument Works	P		P	
Building Materials Sales Yards	S		P	
Contractors Yards and Similar Establishments	S		P	
Manufacturing and Production, Heavy				
Automotive and Parts Manufacturing	S		P	
Bulk Stations			P	
Coal, Coke and Wood Yards			S	
Other Storage and Equipment Yards			P	
Materials Salvage, Recycling and Processing			P	50-103
Commercial Laundry, Dry Cleaning Processing, Drug and Lab Disposal			S	
High Emissions Manufacturing (i.e. Acid, Asbestos, Brewing and Distilling, Flour or Forge Grain Mill, Meat Packing, etc.)			S	
Foundry			P	
Transportation				
Airports			P	
Railroad Yard and Major Freight Station	S		P	
Freight Terminal	S		P	
Parking Structures	P		P	50-108
Stand Alone Parking, Surface Lots	P		P	
Transit Terminal or Station	P		S	
Utilities				
Electrical Substations and Private Utilities	S	S	S	50-93
Wireless Communication Facilities – Collocated on Existing Tower	P	P	P	50-126
Wireless Communication Facilities – New Towers and Facilities	S		S	50-126
Large-scale Solar Energy Production	S	P	S	50-116
Small-scale Solar Energy Production	A	A	A	50-117
Large-scale Wind Energy Production		P	S	50-124
Small-Scale Wind Energy Production	A	A	A	50-125
Additionally Regulated Uses				
Medical Marijuana Dispensaries/Provisioning Centers	ARU	ARU	ARU	50-80.1
Commercial Medical Marijuana "Growing" Facility	ARU	ARU	ARU	50-80.1
Commercial Medical Marijuana Processing Facility	ARU	ARU	ARU	50-80.1
Commercial Medical Marijuana Safety Compliance Facility	ARU	ARU	ARU	50-80.1

SECTION 50-39 ADDITIONAL CRITERIA AND REQUIREMENTS FOR REVIEW OF USES IN GREEN INNOVATION DISTRICTS

B. Narrative for Location within District. Uses must demonstrate their appropriateness for the GI district instead of other districts within the community. Along with any necessary application materials outlined by Article 17 of this chapter, the applicant must include a narrative detailing how the development meets the following requirements.

1. The applicant must describe how the use may be classified in one or more of the following green business areas:
 - i. Agriculture and Natural Resources Conservation
 - ii. Education and Compliance
 - iii. Energy and Resource Efficiency
 - iv. Greenhouse Gas Reduction, Environmental Management, and Recycling
 - v. Renewable Energy
2. The applicant must describe how the development will not adversely affect adjacent residential or less intensive uses.

C. Additional Landscaping. Any non-residential use in a GI-1 district sharing a lot line with a residential use shall provide at least a Type-2 Transition Yard (see section ~~50-13-09~~ **50-157**) along the shared line(s). This Transition Yard may be incorporated as part of a required setback provided the setback is larger than the Transition Yard. If the specific use requires a more specific or intense level of landscaping/buffering those regulations shall apply.

SECTION 50-43 PERMITTED USES

Article 16 Definitions shall be referred to for clarity on the uses as listed.

Allowed Use Table.

Table 50-43 Uses: Institutional Zoning Districts				
	IC	UC	GI-1	Reference
RESIDENTIAL				
Household Living				
Single-Family Detached Dwelling		S	P	50-50
Two-Family Dwelling (duplex)		P		50-85
Single-Family Attached Dwelling		P		5085
Multi-Family Dwelling (all floors)		P		50-104
Multi-Family Dwelling (above ground floor)	S	P		50-104
Accessory Dwelling Unit		A	A	5079
Mixed Use, Residential	S	P		
Group Living				
State Licensed Residential Facility (1-6 RESIDENTS)		PS	P	
Fraternity/Sorority		P		50-96

Table 50-43 Uses: Institutional Zoning Districts

	IC	UC	GI-1	Reference
Convalescent or Nursing Home		S		
Boarding House		P		50-112
Transitional or Emergency Shelter		S		50-119
FAMILY CHILD CARE HOME (1-7 CHILDREN)		P	P	50-90
GROUP CHILD CARE HOME (7-14 CHILDREN)		P	P	50-90
Adult Foster Care Family Home (1-6 residents)		S		50-84
Adult Foster Care Small Group Home (1-6)		S		50-84
Adult Foster Care Small Group Home (7-12)		S	S	50-81
Adult Foster Care Large Group Home (13-20)		S	S	50-81
RECREATIONAL				
Community Center	S	S	P	
Park			P	
Public-Owned Park			P	
AGRICULTURAL				
Aquaculture		P	A	50-84
Aquaponics		P	S	50-84
Farmers' Market (Permanent)		P		
Farmers' Market (Temporary)	P	P		50-118
Produce Stand		A	A	5-109
Greenhouse		A	P	50-98
Hoophouse		S	P	50-100
Hydroponics		P	S	
Apiary/Beekeeping		A	P	50-88
Commercial Composting			S	
Orchard (11 or more trees)			P	
Urban Agriculture			P	50-120
Community Garden	A	A	P	50-91
INSTITUTIONAL AND CULTURAL				
Religious				
Place of Worship	S	S	S	
Cemetery			S	
Government and Educational				
Elementary/Middle School	P	P	S	
High School	P	P	S	
College or University	P	P	S	
Other Governmental Use or Facility	P	P		
Other Institutional, and Cultural				
Social Service Facility		P		
Civil, Religious, or Charitable Organization		P		
Library	P	P		
Museum	P	P		
Art Gallery	P	P		
Health				
Rehabilitation Center (w/o residential care)		P		
Hospital or Medical Center	S	P		
COMMERCIAL				
Automotive Services				
Auto Supply/Accessory Sales		S		
Vehicle Repair and Services		S		50-123

Table 50-43 Uses: Institutional Zoning Districts

	IC	UC	GI-1	Reference
Vehicle Fuel Station (without vehicle repair, may include 1,000 sq. ft. convenience-Store)		S		50-121
Car Wash		S		
Entertainment and Hospitality				
Arcade, Amusement Devices, Gaming, Billiards Hall	S	P		50-69
Auditorium, Cinema, Concert Hall, Theater, Banquet Hall	P	P		50-86
Bingo Hall		ARU		50-80
Bowling Alley, Skating Rink		P		50-94
Charity Gaming		ARU		50-80
Convention Center	S	S		
Dance Club, Night Club		S		50-94
Entertainment, Live (Not including ARUs)	P	P		50-94
Hookah Lounge, Cigar Lounge		S		
Sports and Entertainment Arena		S		
Lodging				
Bed and Breakfast		P		50-87
Hotel		P		
Offices				
Financial Services		P		
Physician or Dentist Office or Medical Clinic		P		
General Professional Office	S	P		
Research Facility/ Laboratory		P		
Copying, Mailing, Courier Services, Parcel Receiving, Shipping Station		P		
Film Production, Photography, Radio, TV Studio	S	P		
Live/Work Unit	S	P		50-101
Personal Service Establishments				
Personal Service Establishments		P		
Animal Day Care (w/o boarding)		S		
Veterinary Clinic or Hospital (with or w/o boarding)		S		
Gym or Fitness Center		P		
Funeral Home or Mortuary		S		
Tattoo Establishment		ARU		50-80
Residential DAY CARE Service SERVICES				
Adult Day Care or Day Services Center	P	PS	P	50-81
Group Day Care Home		S		
Child Care Center	P	P	P	50-90
Retail and Service				
Grocery Store		P		
Convenience Store		S		50-83
Retail Sales, General		P		
Retail Sales, Outdoor Nursery, Garden Center or Landscaping Supply			S	
Restaurant w/Alcohol (beer, wine and/or liquor)	S	S		50-83
Restaurant w/o Alcohol	S	P		
Catering Business	S	P		
Bar, Tavern, Taproom, or Tasting Room	S	S		50-83
Brewpub	S	S		50-83
Craft Winery/Distillery	S	S		50-83
Commercial Art Gallery	S	P		
Instruction Studio	S	P		
Antique, Second-Hand Store (except pawn shop)		P		

Table 50-43 Uses: Institutional Zoning Districts				
	IC	UC	GI-1	Reference
Drive-Through (all commercial uses w/drive through; includes dry cleaning)		A		
INDUSTRIAL				
Manufacturing and Production, Light				
Trade: Sheet Metal, Carpenter, Plumbing or Heating, Furniture Upholstering, Paint, Paper Hanging, Decorating or Sign Painting Shop, or Similar Enterprise, etc.		S		
Assembly, Manufacturing, or Production of textile products, technology, wood products, furniture and fixtures, paper, clay, glass or fabricated metal		S		
Food Products			S	
Household Service: Laundry, Dying and Dry Cleaning Facility, Household Goods or Appliance Repair Shop, etc.		S		
Pottery and Figurine making, large-scale commercial/industrial		P		
Automotive and Parts Manufacturing		S		
Welding Shops and Other Metal Working Machine Shops		S		
Green Economy Light Industrial Uses			S	
Microbrewery/Small Distillery/Small Winery	P	P		
Large brewery/Large Distillery/Large Winery		S		
Transportation				
Parking Structures	S	S		50-108
Stand Alone Parking, Surface Lots		S		
Transit Terminal or Station		S		
Utilities				
Electrical Substations and Private Utilities	S	S	S	50-93
Wireless Communication Facilities – Collocated on Existing Towers	P	P	P	50126
Small-Scale Solar Energy Production	A	A	A	50-117
Large Scale Solar Energy	A	A	P	
Small-Scale Wind Energy Production	A	A	A	50-125
Large Scale Wind Energy	A	A	S	

SECTION 50-81 ADULT FOSTER CARE AND ADULT DAY CARE

- E. Adult Day Care Homes. An adult day care home shall be registered and licensed as required for group day care homes under the Child Care Organizations Act, Act 116 of the Public Acts of 1973, MCL 722.11 et seq., as amended.
- F. **ADULT FOSTER CARE SMALL GROUP HOMES AND ADULT FOSTER CARE LARGE GROUP HOMES, WHEN PROPOSED WITHIN ONE-THOUSAND (1,000) FEET OF ANOTHER ADULT FOSTER CARE SMALL GROUP HOME OR ADULT FOSTER CARE LARGE GROUP HOME, GROUP CHILD CARE HOME, A FACILITY OFFERING SUBSTANCE USE DISORDER SERVICES TO SEVEN (7) OR MORE INDIVIDUALS, A FACILITY THAT HOUSES AN INMATE POPULATION UNDER THE JURISDICTION OF THE DEPARTMENT OF CORRECTIONS, OR ANY OTHER RESIDENTIAL FACILITY OFFERING SERVICES TO SEVEN (7) OR MORE INDIVIDUALS, MAY ONLY BE PERMITTED AFTER RECEIVING A PLANNING COMMISSION WAIVER TO ENSURE SUCH**

USE WILL NOT RESULT IN AN EXCESSIVE CONCENTRATION OF SUCH FACILITIES IN A SINGLE NEIGHBORHOOD OR IN THE CITY OVERALL.

SECTION 50-90 CHILD CARE ~~CENTER~~ CENTERS AND RESIDENTIAL CHILD CARE

A. CHILD CARE CENTERS

1. ~~A:~~ State regulations. Must meet all State licensing requirements.
2. ~~B:~~ Outdoor Play Area. There shall be sufficient on-site outdoor play area to meet State regulations. All required outdoor play areas shall be fenced with a minimum of four (4) foot high fence. Where located in the front yard, the fence shall be a decorative metal fence.
3. ~~C:~~ Pick Up and Drop Off Area. An on-site drive shall be provided for drop off and pick up of children near the entrance. This drive shall not create a hazard to traffic flow on the public street or create obstructions to pedestrian movements on sidewalks.
4. ~~D:~~ Accessory to Institutional Use. A child care center may be permitted as an accessory use to an institutional use, such as a church, subject to satisfying all of the necessary requirements listed in this Article.
5. **FORMER NON-RESIDENTIAL BUILDING. A CHILD CARE CENTER MAY BE REVIEWED UNDER SPECIAL LAND USE PROCEDURES, SUBJECT TO SATISFYING ALL OF THE NECESSARY REQUIREMENTS LISTED IN THIS ARTICLE, WHEN THE USE WILL BE LOCATED WITHIN AN EXISTING BUILDING OF A NON-RESIDENTIAL NATURE IN A RESIDENTIAL ZONE DISTRICT.**

B. RESIDENTIAL CHILD CARE

1. **GROUP CHILD CARE HOME USES, WHEN PROPOSED WITHIN ONE-THOUSAND (1,000) FEET OF ANOTHER GROUP CHILD CARE HOME, ADULT FOSTER CARE SMALL GROUP HOME OR ADULT FOSTER CARE LARGE GROUP HOME, A FACILITY OFFERING SUBSTANCE USE DISORDER SERVICES TO SEVEN (7) OR MORE INDIVIDUALS, A FACILITY THAT HOUSES AN INMATE POPULATION UNDER THE JURISDICTION OF THE DEPARTMENT OF CORRECTIONS, OR ANY OTHER RESIDENTIAL FACILITY OFFERING SERVICES TO SEVEN (7) OR MORE INDIVIDUALS, MAY ONLY BE PERMITTED AFTER RECEIVING A PLANNING COMMISSION WAIVER TO ENSURE SUCH USE WILL NOT RESULT IN AN EXCESSIVE CONCENTRATION OF SUCH FACILITIES IN A SINGLE NEIGHBORHOOD OR IN THE CITY OVERALL.**

2. **THE BUFFER DISTANCE SHALL BE MEASURED ALONG A ROAD, STREET, OR PLACE MAINTAINED BY THIS STATE OR A LOCAL UNIT OF GOVERNMENT AND GENERALLY OPEN TO THE PUBLIC AS A MATTER OF RIGHT FOR THE PURPOSE OF VEHICULAR TRAFFIC, NOT INCLUDING AN ALLEY, AS IS CONSISTENT WITH THE MICHIGAN ZONING ENABLING ACT, P.A. 110 OF 2006, AS AMENDED, M.C.L. 125.3101 ET SEQ.**
3. **FAMILY CHILD CARE HOMES WHICH HAVE BEEN APPROVED BY THE STATE TO CARE FOR AN ADDITIONAL CHILD, FROM A MAXIMUM OF SIX (6) TO SEVEN (7) CHILDREN, ARE NOT INCLUDED WITHIN THE BUFFER DISTANCE REQUIREMENTS FOR GROUP CHILD CARE HOMES.**

SECTION 50-111 RESIDENTIAL REHABILITATION FACILITIES

- ~~A. Residential rehabilitation facilities of one to six residents are allowed as a special land use in the GN-1, GN-2, TN-1, and MR-1 districts. Facilities of seven to twenty residents are allowed as a special land use in the MR-2 and MR-3 districts.~~
- A. ~~B.~~ Any residential rehabilitation facility having more than seven (7) but not more than twenty (20) adults shall be located at least one thousand five hundred (1,500) feet from any other residential rehabilitation facility, transitional or emergency shelter, single room occupancy dwelling, **GROUP CHILD CARE HOME**, or small or large adult foster care facility, **MAY ONLY BE PERMITTED AFTER RECEIVING A PLANNING COMMISSION WAIVER TO ENSURE SUCH USE WILL NOT RESULT IN AN EXCESSIVE CONCENTRATION OF SUCH FACILITIES IN A SINGLE NEIGHBORHOOD OR IN THE CITY OVERALL.** The facility shall comply with all State of Michigan requirements, as applicable.
- B. ~~C.~~ Any residential rehabilitation facility must have one parking space per employee available.

SECTION 50-184 DEFINITIONS

Family -

- an individual or group of two or more persons related by blood, marriage or adoption, together with foster children and servants of the principal occupants, with not more than two additional unrelated persons who are domiciled together as a single, domestic, housekeeping unit in a dwelling unit.
- a collective number of individuals domiciled together in one dwelling unit having a demonstrable and recognizable bond characteristic of a cohesive unit, whose relationship is of a continuing nontransient domestic character and who live together as a functional family in a single nonprofit housekeeping unit; this definition shall not include any society, club, fraternity, sorority, association, lodge, coterie, or organization.

- no more than five unrelated individuals living in a dwelling unit.

~~Family day care home—See Child Care Home, Family.~~

FEMA - U.S. Federal Emergency Management Agency, including any successor agency.

SECTION 50-184 DEFINITIONS

Ground floor establishment - a building or portion thereof under separate ownership, lease, or management, which fronts on and has access to a street

~~Group day care home—See Child Care Home, Group.~~

GROUP CARE – NON-RESIDENTIAL OCCUPANCY OF A STRUCTURE WHERE CARE IS PROVIDED TO INDIVIDUALS; TYPICAL USES INCLUDE ADULT DAY CARE OR DAY CARE SERVICES AND CHILD CARE CENTERS.

- **ADULT DAY CARE OR DAY SERVICES CENTER – A FACILITY THAT PROVIDES SOCIAL OR RECREATIONAL PROGRAMS, HEALTH SERVICES, SUPERVISION, OR OTHER CARE FOR FUNCTIONALLY OR COGNITIVELY IMPAIRED ADULTS PRINCIPALLY.**
- **CHILD CARE CENTER – A FACILITY, OTHER THAN A PRIVATE RESIDENCE, RECEIVING ONE OR MORE PRESCHOOL OR SCHOOL AGE CHILDREN FOR CARE FOR PERIODS LESS THAN 24 HOURS A DAY, AND WHERE THE PARENTS OR GUARDIANS ARE NOT IMMEDIATELY AVAILABLE TO THE CHILD; THE TERM INCLUDES A FACILITY THAT PROVIDES CARE FOR NOT LESS THAN 2 CONSECUTIVE WEEKS, REGARDLESS OF THE NUMBER OF HOURS OF CARE PER DAY; THE TERM ALSO INCLUDES ANY FACILITY REFERRED TO AS A DAY CARE CENTER, DAY NURSERY, NURSERY SCHOOL, DROP-IN CENTER, AND PARENT COOPERATIVE PRESCHOOL; A CHILD CARE CENTER DOES NOT INCLUDE A SUNDAY SCHOOL, VACATION BIBLE SCHOOL, OR RELIGIOUS INSTRUCTIONAL CLASS OPERATED BY A RELIGIOUS ORGANIZATION WHERE CHILDREN ARE IN ATTENDANCE FOR NOT GREATER THAN 3 HOURS PER DAY FOR AN INDEFINITE PERIOD OR NOT GREATER THAN 8 HOURS PER DAY FOR LESS THAN ONE MONTH PER YEAR.**

Group living - residential occupancy of a dwelling unit by other than a household and providing communal facilities; typical uses include adult foster care facilities, assisted living facilities, nursing homes, and transitional shelters.

State regulated group living

- Adult foster care facility - a facility for the care of adults over 18 years of age, as licensed and regulated by the state of Michigan; it includes facilities and foster care homes for adults who are aged, mentally ill, developmentally disabled, or physically disabled who

require supervision on an ongoing basis but who do not require continuous nursing care; it does not include nursing homes, assisted living facilities, hospitals, alcohol or substance abuse rehabilitation centers, or residential centers for persons released from or assigned to a correctional facility; the organizations shall be defined as follows:

- Adult foster care family home - a state licensed residential facility in a private residence with the approved capacity to receive 6 or fewer adults to be provided with foster care for 5 or more days a week and for 2 or more consecutive weeks. The adult foster care family home licensee shall be a member of the household, and an occupant of the residence.
- Adult foster care large group home - an adult foster care facility with the approved capacity to receive thirteen (13) to twenty (20) adults, excluding licensee and staff, to be provided with foster care.
- Adult foster care small group home - an adult foster care facility with the approved capacity of not more than twelve (12) adults, excluding licensee and staff, who are provided with foster care.
- ~~Child care center~~ a facility, other than a private residence, receiving one or more preschool or school age children for care for periods less than 24 hours a day, and where the parents or guardians are not immediately available to the child; the term includes a facility that provides care for not less than 2 consecutive weeks, regardless of the number of hours of care per day; the term also includes any facility referred to as a day care center, day nursery, nursery school, drop in center, and parent cooperative preschool; a child care center does not include a Sunday school, vacation bible school, or religious instructional class operated by a religious organization where children are in attendance for not greater than 3 hours per day for an indefinite period or not greater than 8 hours per day for less than one month per year.
- **FAMILY CHILD CARE HOME** ~~Child care home, family~~ – a private home in which one (1) to ~~six (6)~~ **SEVEN (7)** minor children receive care and supervision. Children related to an adult member of the family by blood, marriage or adoption are not counted in the number of children allowed. The term includes a home that gives care to an unrelated minor child for more than four (4) weeks during a calendar year. **IF A LICENSEE OF A FAMILY CHILDCARE HOME IS APPROVED BY THE STATE TO PROVIDE CARE FOR UP TO (7) MINOR CHILDREN, THE USE IS STILL RECOGNIZED AS A STATE LICENSED RESIDENTIAL FACILITY AS DEFINED IN THIS CHAPTER.**
- **GROUP CHILD CARE HOME** ~~Child care home, group~~ – a private home in which seven (7) to ~~twelve (12)~~ **FOURTEEN (14)** minor children receive care and supervision. Children related to an adult member of the family by blood, marriage or adoption are not counted in the number of children allowed. The term includes a home that gives care to an unrelated minor child for more than four (4) weeks during a calendar year.

- ~~Adult day care or day services center—a facility that provides social or recreational programs, health services, supervision, or other care for functionally or cognitively impaired adults principally.~~
- Child day care - a private home or facility in which minor children are received for care and supervision for periods of less than twenty four (24) hours a day, and where the parents are not immediately available to the child.
- Nursing home - a nursing facility that provides organized nursing care and medical treatment to 7 or more individuals suffering or recovering from illness, injury, or infirmity, including a county medical care facility, but excluding a hospital or a facility created by Act no. 152 of the Public Acts of 1985, as amended, being Sections 36.1 to 36.12 of the Michigan Compiled Laws.
- **RESIDENTIAL REHABILITATION FACILITY – AN ADULT RESIDENTIAL CARE FACILITY OPERATED BY A GOVERNMENT AGENCY OR PRIVATE NONPROFIT ORGANIZATION THAT PROVIDES CARE AND SUPERVISION ON A TWENTY FOUR (24) HOUR BASIS FOR THE TREATMENT OF MENTAL ILLNESS, ALCOHOL OR SUBSTANCE ABUSE, OR OTHER LONG TERM ILLNESSES ALONG WITH TEMPORARY GROUP LIVING ACCOMMODATIONS; ALSO INCLUDES “HALF-WAY HOUSES” FOR EX-PRISONERS MAKING THE ADJUSTMENT FROM PRISON/JAIL TO SELF-SUFFICIENCY.**

Other group living

- Assisted living facility - a combination of housing, supportive services, personalized assistance or health care designed to respond to the individual needs of persons, typically the frail elderly, who need help with activities of daily living; such facilities may include a central or private kitchen, dining, recreational or other facilities, with separate bedrooms or living quarters.
- Fraternity/sorority - a structure operated by a chartered fraternity or sorority organization authorized by a university or college or operated directly by a college or university and used as a residence and/or a dining and recreational facility for members of fraternity or sorority organizations who are students at the authorizing university or college.
- Rooming or boarding house – an owner occupied home with not more than four bedrooms for rent and no independent cooking facilities in the rooms.
- Transitional or emergency shelter - a residential facility operated by a government agency or private nonprofit organization that provides temporary accommodations and on-site management for homeless persons or families, or other persons requiring interim housing arrangements.

Habitable floor - any floor usable for living purposes, which include working, sleeping, eating, cooking or recreation, or a combination thereof; a floor used only for storage purposes is not a "habitable floor".

Health care facility - any facility or institution that provides mental or physical health care services, including diagnosis, treatment, rehabilitation, or preventive care, and that allows overnight stays.

- Hospital - a facility providing medical, psychiatric or surgical services for sick or injured persons primarily on an inpatient basis, including ancillary facilities for outpatient and emergency treatment, diagnostic services, training, research and administration, and services to patients, employees or visitors.
- Urgent care facility - category of walk-in clinic focused on the delivery of ambulatory care in a dedicated medical facility outside of a traditional emergency room. Urgent care facilities primarily treat injuries or illnesses requiring immediate care, but not serious enough to require an ER visit.
- Clinic - an establishment providing medical, dental, psychiatric or surgical treatment exclusively on an out-patient basis, with no overnight stays; clinics may provide examinations, diagnostic services and medical treatment.
- ~~Residential rehabilitation facility - an adult residential care facility operated by a government agency or private nonprofit organization that provides care and supervision on a twenty four (24) hour basis for the treatment of mental illness, alcohol or substance abuse, or other long term illnesses along with temporary group living accommodations; also includes "half way houses" for ex-prisoners making the adjustment from prison/jail to self sufficiency.~~

Height, building - see building height.

SECTION 50-184 DEFINITIONS

Special land use - a land use of a lot, building or structure that could negatively affect the health, safety, convenience, and general welfare of users of nearby properties and the community as a whole; special land use requests shall be reviewed by the planning commission and appropriate conditions of approval considered per the standards established in this Chapter.

~~State Licensed Residential Facility - a structure for residential purposes that is licensed by the state under the adult foster care facility licensing act, 1979 PA 218, MCL 400.701 to 400.737, or 1973 PA 116, MCL 722.111 to 722.128, and provides residential services for 6 or fewer individuals under 24-hour supervision or care.~~ **A "STATE LICENSED RESIDENTIAL FACILITY" MEANS A STRUCTURE CONSTRUCTED FOR RESIDENTIAL PURPOSES THAT IS LICENSED BY THE STATE UNDER THE ADULT FOSTER CARE FACILITY LICENSING ACT, 1979 PA 218, MCL 400.701 TO 400.737, OR 1973 PA 116, MCL 722.111 TO 722.128, AND PROVIDES RESIDENTIAL SERVICES FOR 6 OR FEWER INDIVIDUALS UNDER 24-HOUR SUPERVISION OR CARE.**

Stoop - an open platform or entrance landing, usually with steps from grade to the door, and may or may not be sheltered by an awning or canopy; a stoop is generally small in size and used primarily for entry and exit from a door; a deck shall not be considered a stoop.

Sec. 2. This ordinance shall become effective seven (7) days after publication in a newspaper of general circulation in the City of Flint by Zoning Division staff, to be noticed no later than fifteen (15) days after adoption by City Council.

Adopted this _____ day of _____, 2024.

FOR THE CITY:

For the City Council

Sheldon A. Neeley, Mayor

APPROVED AS TO FORM:

Joseph Kuptz, Acting City Attorney



CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

TODAY'S DATE: September 30th, 2024

BID/PROPOSAL# N/A

AGENDA ITEM TITLE: TXT 24-01: Zoning Ordinance Amendments – Child Care and Group Living

PREPARED BY: Emily Doerr, Director, Department of Business and Community Services

VENDOR NAME: N/A

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

The City of Flint Planning Commission held a public hearing over three separate days to discuss amendments to Chapter 50, Articles 3, 4, 5, 6, 9, and 16. The proposed amendments are designed to align residential child care uses with State law; simplify the process of applying for a child care or group living use; provide Planning Commission oversight of child care and group living uses with seven (7) or more children/residents when they would be located within 1,000 feet of each other; provide clear language for repurposing non-residential structures for child care centers; and reduce the barriers, time, and cost currently associated with applying for a child care or group living use. Additional changes better clarify definitions for uses and corrects a section reference in Article 5.

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

N/A

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

The benefit will be to City of Flint residents looking to apply for residential child care uses within their homes, child care centers in non-residential buildings, and other group living uses which are not restricted from local regulation by State law. Residents should expect to see quicker response times, less fees, and less time spent seeking Special Land Use approvals for low intensity uses.



Sheldon A. Neeley
Mayor

CITY OF FLINT
PLANNING COMMISSION
ROBERT WESLEY, CHAIRMAN

September 25th, 2024

Councilmembers,

The City of Flint Planning Commission initiated a public hearing on April 2nd, 2024 to review and consider text amendments to the Zoning Ordinance as requested by Zoning Division staff. Over the course of three meetings the draft language was discussed, revised, and given a recommendation for approval by the Planning Commission on August 13th, 2024.

These amendments were designed to address various uses related to child and adult care standards with the ultimate goal to simplify standards, align the standards to State law and best practices, reduce the cost and time for approval to residents, and provide oversight by the Planning Commission for high intensity care uses or where environmental factors may be of concern.

Most changes occurred in the Use Tables in Articles 3, 4, 5, and 6. Other changes include centralizing and reorganizing definitions in Article 16 and reorganizing and improving regulation language in Article 9. These amendments were informed by the Michigan Zoning Enabling Act, the Michigan Association of Planning's indicated best practices, and multiple City of Flint residents who wish to provide child care services to their community.

Sincerely,

Max E. Lester

Max E. Lester, Zoning Coordinator
Zoning Division
Department of Business and Community Services



CITY OF FLINT

FLINT PLANNING COMMISSION
ROBERT WESLEY, CHAIRMAN

Memorandum

DATE: April 2nd, 2024
TO: City of Flint Planning Commission
FROM: Max Lester – Int. Zoning Coordinator

SUBJECT: Group Child Care Home Use Regulations and Related Reformatting

PERTINENT ORDINANCES AND REGULATIONS:

City of Flint Zoning Code

- §50-23 Permitted Uses – Table 50-23 Residential Zone Districts
- §50-30 Permitted Uses – Table 50-30 Commercial Zone Districts
- §50-43 Permitted Uses – Table 50-43 Institutional Zone Districts

Michigan Zoning Enabling Act (Act 110 of 2006)

- 125.3206 Residential use of property; adult foster care facilities; family, group child care homes, or qualified residential treatment programs.

BACKGROUND:

First, the Zoning Ordinance uses terms inconsistent with the MZEA and state licensing.

Second, a 1,500-foot buffer distance between Child Care Homes is made mandatory, which staff believes to be excessive.

Third, currently the use tables in our Zoning Ordinance identifying the “Group Day Care Home” use does not allow it as either a Permitted or Special Land Use within residential areas. Instead, the use is primarily allowed as Permitted and Special Land Uses in Commercial and Employment Zone districts, as follows:

Permitted –

- CC – City Corridor
- CE Commerce and Employment

Special Land Use –

- MR-3 – Mixed Residential High Density
- DE – Downtown Edge

Additionally, non-residential Child Care Centers are Permitted and Special Land Uses primarily in residential and Commercial Zone districts, as follows:

Permitted –

- MR-3 – Mixed Residential High Density
- CC – City Corridor
- DE – Downtown Edge
- CE – Commerce and Employment
- UC – University Core

Special Land Use –

- GN-2 – Green Neighborhood Medium Density

- TN-1 – Traditional Neighborhood Low Density
- TN-2 – Traditional Neighborhood Medium Density
- MR-1 – Mixed Residential Low Density
- MR-2 – Mixed Residential Medium Density
- NC – Neighborhood Center
- DC – Downtown Core

The MZEA requires a county or township to approve a Group Child Care Home if it meets the minimum standards listed in 125.3206 (4)(a-f). It then states a city or village *may* be issued a special use permit without added conditions. Further, the MZEA also clarifies that a local unit of government may issue a permit even if a facility doesn't meet the requirements in the MZEA, but a county or township shall not have an ordinance more restrictive than 1973 PA 116, MCL 722.111 to 722.128.

Furthermore, the Use Table entries for Adult Foster Care uses should be evaluated for clarification, formatting corrections, and potentially allowing Adult Foster Care Large Group Homes as Special Land Uses in the MR-1 and MR-2 districts.

STAFF RECCOMENDATION:

Staff recommendation for the Planning Commission is to schedule a Public Hearing to have a detailed discussion and address the above noted issues. At the hearing staff will provide draft updated language and Use Tables to show the proposed changes.

During a Public Hearing important items to consider for discussion will be whether to designate the Group Child Care Home use as Permitted or Special Land Use in the various zoning districts. Other items to consider are whether the use designations for Child Care Centers are appropriate and if any changes are needed for that use in the table.

When considering these items, please keep in mind the time and cost for an applicant when applying for a Special Land Use and whether the review can instead be adequately performed by staff to ensure all relevant regulations are met, which may include additional review criteria.

Best practices recommend making child care more accessible and not requiring excessive approval processes without a clear governmental interest. Below are several resources that describe Group Child Care uses and best practices.

- Pairing Your Local Plan and Ordinance with the State of Michigan’s Child Care Licensing Requirements - by Mary Reilly, AICP
- APA Policy Guide on the Provision of Child Care

Additionally, the attached figure below shows Michigan State University’s - Community Evaluation Programs’ Child Care Desert Chart for Genesee County. More information can be found at <https://cep.msu.edu/projects/child-care-mapping-project>. In Genesee County, children between the ages of 0-2.9 have 4.47 children competing for every one child care slot. Children between ages 3-5 have 2.6 children competing for every one child care slot. Children between ages 6-11 have 4 children competing for every one child care slot.

MOTION:

The Planning Commission may set a public hearing for further discussion with the below motion:

“I motion to set a public hearing to discuss and vote on recommended changes to the Zoning Ordinance regarding residential care and child care uses for the **June 11th, 2024** meeting.

Pairing Your Local Plan and Ordinance with the State of Michigan’s Child Care Licensing Requirements

The Michigan Zoning Enabling Act, PA 110 of 2006 (MZEA), limits local control on certain childcare license types (e.g., family child care) and allows local discretion on others, such as child care centers. The MZEA requires that zoning treat a family child care home (with seven or fewer children) as a residential use of property. No permit or procedural requirements can be “different from those required for a dwelling of similar density in the same zone”. If a single-family dwelling is allowed by right, so too must a family child care home.

Local discretion determines 1) the classification of the use as a permitted use or special land use, 2) zoning district (s) allowing the use, 3) special land use or administrative standards where applicable, and 4) additional details like site plan requirements, parking, and signage.

The MZEA does not prohibit a local unit of government from inspecting a family or group child care home for the home’s compliance with and enforcing the local unit of government’s zoning ordinance. For a

county or township, an ordinance shall not be more restrictive for a family or group child care home than the Child Care Organizations Act (PA 116 of 1973) (see below).

When zoning for child care facilities, it is critically important to use terminology consistent with Michigan’s distinct licensure types (see table below). Additionally, MZEA definitions for family child care home and group child care home tie directly to PA 116 of 1973 and its administrative rules.

The Child Care Organizations Act (Act 116 of 1973)

The Child Care Organizations Act’s purpose is to provide for the protection of children through the licensing and regulation of child care organizations, establish standards of care for child care organizations, and to assign powers and duties of certain entities. It is noteworthy that the Child Care Organizations Act, is 53 pages long (the MZEA by comparison is 23 pages long). It is illegal in the State of Michigan to provide child care services without being

licensed by the Michigan Department of Licensing and Regulatory Affairs, Child Care Licensing Division.

What about Grandparents and College Students Watching Kids Part Time?

License exempt providers (*formerly known as unlicensed*) can provide care in their own home or the child’s home if they are related by blood, marriage or adoption. License exempt Child Care Providers who are not related to the child can only provide care in the child’s home. Many steps and/or inspections are required by the state before a child care center, group child care home, or family child care home is licensed to operate. See the September issue of the *Michigan Planner E-dition* for links to the licensing process.

Updating Local Requirements

Before diving into the zoning ordinance, review the plan to determine if it addresses child care. Are the zoning requirements implementing the plan? If the plan doesn’t address children or youth, should it?

Type of Child Care As Defined by State of Michigan	Capacity	Zoning Permit type
Family Child Care Home* (COUNTY OR TOWNSHIP)	Up to 7 children	Permitted/accessory use; <i>shall</i> be considered a residential use of property, MCL 125.3206 (1)) and not subject to SLU in county or township (125.3206 (3)). [The MZEA is silent on SLU prohibition for a city or village]
Group Child Care Home*	8 to 14 unrelated minor children	Permitted use, <i>may</i> be SLU in City/Village/Township/County. In Township or County SHALL be approved if it meets MZEA standards in MCL 125.3206 (4); can also be approved if does not meet standards (125.3206 (9))
Child Care**Center (<i>does not include Sunday school, athletic or social activities, drama, dance, etc.</i>)	One or more children under 13 years of age	Permitted or special land use (SLU) in appropriate districts

*Approved HB 5041 increased capacity for group child care and family child care in June 2022. The Governor signed the bill on 6/23/22 amending the Child Care Organizations Act (1973 PA (Public Act) 116).

**Michigan law identifies child care and corresponding licensure as two words, child care.



Given the state's requirements for child care providers (whether in a home or in a center) consider how many more requirements are necessary for group child care and child care centers. Audit your ordinance for reasonableness, conflicts, and redundancies. For instance:

- Zoning definitions for child care centers, family and group child care homes must be consistent with state law.
- Are there significant areas (zoning districts) where child care facilities are not listed as a permitted or special land use?
- Does a group child care need to be a special land use or would allowing it as a principal permitted use be satisfactory? With planning commission or administrative review?
- If a permitted use, consider the site plan requirements. *An engineered site plan for a group day care at an existing home seems excessive.*
- Are there conflicts between local and state regulation, like dimensional minimums for outdoor play areas?
- Are required minimum setbacks for play equipment (such as 50-feet) necessary? *A variance for placement of a swing set seems a bit heavy handed.*
- Are there other redundancies such as, "signs must comply with the requirements of this ordinance" or "the applicant must meet all state licensing requirements."

Finally, does the ordinance address key concerns or advance a governmental interest? If no one can determine why a standard is relevant, the standard can probably be rescinded.

Mary Reilly, AICP, is a MSU Extension Educator focusing on planning, zoning, and good governance. She serves on the MAP Government Relations committee. The two children she once dropped off at daycare are now young adults.

MICHIGAN STATE UNIVERSITY | Extension

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With the help of the scholarship committee, golfers and financial contributors, we raised nearly \$5,000.

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APA Policy Guide on the Provision of Child Care

Revised by the APA Legislative & Policy Committee, July, 1997

Adopted by the Chapter Delegate Assembly, September 20, 1997

Ratified by the Board of Directors, September 21, 1997

Statement of Issue and Findings

Affordable, conveniently located, quality child care is one of the most pressing concerns of contemporary family life. In the 1990s, 75 percent of women with school-aged children are in the labor force. According to the Census Bureau, in 1990, there were 19.2 million employed women with children under 15 years old living with them. Their 31 million children must be cared for while their mothers are at worked.

The most rapid increase in the rate of labor force participation since 1970 has been among women with children under the age of three. In 1997, 62 percent of mothers with pre-schoolers are in the work force. Additionally, most of these mothers work full time.

In 1990, an estimated 1.6 million children 5 to 14 years old were "latchkey" children, i.e., left unsupervised for at least part of the day. Child care is clearly a national problem calling out for some form of federal support. In addition, there are numerous state and local level policies and actions which would enhance the provision of quality child care.

In 1990, a common type of arrangement chosen by working parents was family day care homes. It continues to be a preferred choice. Family day care is provided by an adult working in her or his home and typically caring for four to seven children. Local planners can play an important role in facilitating the provision of family day care by working to amend zoning to permit such a use by right in some residential districts. Local planners are also increasing the availability of child care by working with developers to provide affordable space. Child Care in the workplace as another convenient option for working parents.

Policy Positions

- 1. APA advocates the inclusion of child care policies as part of local planning policies.**
- 2. APA supports local or state legislation which provides for small child care homes as permitted land uses in all zoning districts, without the standard home occupation restrictions, but with reasonable compatibility standards; and further supports state preemption of local legislation which does not permit this type of child care home.**
- 3. APA encourages communities to consider amending local zoning ordinances to remove obstacles to the provision of regulated group and family child care in all zoning districts, in locations that are appropriate and safe for children.**
- 4. APA encourages communities to negotiate with developers and to offer incentives to provide space for child care in all types of projects, residential, office, mixed use, and commercial, including new construction and reuse.**

Reasons for these principles include:

The impact of child care shortages is most acutely felt at the local level. A survey of parents seeking child care in five counties in New York State showed the number one problem to be finding a center which was conveniently located. Many communities are already actively engaged in improving the availability of child care for their residents. For example, in Hartford, Connecticut, developers can receive a FAR bonus in exchange for providing space for day care. Prince George's County, Maryland, has amended its zoning to include a special exception for child care facilities in excess public school buildings undergoing adaptive reuse. Palo Alto, California, includes in its comprehensive plan a variance permitting expanded site coverage in industrial zones when the additional building space is used for child care. Tucson, Arizona, zoning regulations allow by right small child care homes and, conditionally, small child care centers in residential zones. The State of California requires local jurisdictions to classify family day care as a residential use and prohibits the imposition of licenses, fees, or zoning requirements on day care centers with 6 or fewer children. Local jurisdictions may require special use permits for facilities with up to 12 children, but limit local discretion to consideration of spacing, parking, traffic, and noise control, subject to the building meeting state building and fire safety requirements.

It should be noted that, although much attention is being focused on the provision of child care at work, surveys consistently show that most parents prefer that their children be in small facilities close to home. Parents are concerned not just about convenience of child care, but also the quality of child care. Child care for a limited number of children in a home is the preferred choice of many parents. Home occupation restrictions, such as limited use of floor space in the home and prohibitions on the use of outdoor space, unreasonably restrict child care in the home.

Some locations, such as high noise areas near airports and industrial areas with hazardous materials storage, may be inappropriate for child care. In addition, maintaining the quality of life in a neighborhood is important. Traffic and parking, waste disposal, and adequate sound control measures should be considered when providing for child care in a neighborhood. Licensing of child care to assure the quality of care and safety of children should be reasonable requirements.

5. APA supports legislation at the federal, state and local levels providing for child care needs assessment and planning to be performed at the state and local level.

6. APA supports local legislation (zoning ordinances) which provide for child care in locations convenient to neighborhoods and in public facilities such as schools, recreation and social service centers, and subsidized housing projects. Procedures to locate child care facilities should not be overly burdensome and should be related to size and land use impacts of the facility.

7. APA supports national and state legislation which moves toward the goal of providing adequate funding for safe, convenient and affordable child care opportunities for all children.

Reasons for these principles include:

The United States is the only industrialized nation which provides no job protection or child care support for working parents. American women have no statutory entitlement to job protection, health coverage for themselves and their newborn, or access to affordable, convenient and quality child care. The majority of women (80 percent, according to the National Commission on Working Women) work in low-paying, low status jobs. Nearly two thirds (63.6 percent) of all minimum wage earners are women. Twenty percent of mothers in the work force, or over 6 million women, are the sole support of their families. Without public policies in support of parents, we as a society run the risk that many of today's children will not receive the necessary care to grow into productive adults. Regulations which protect the safety of children, enhance the quality of care, or assure child care affordability are appropriate and will help to address concerns of parents and communities about child care.

Child care costs are most burdensome on low-income mothers. Women, especially women of color, are more likely to hold low-wage jobs. Child care costs approximately 27 percent of the monthly income for a family below poverty in 1991.

Increased zoning barriers add to the cost of child care and the lowering of quality of care. Typically, churches and schools are permitted in residential zones as uses that are compatible with and help support the viability of a neighborhood. Child care centers are usually considered commercial land uses, thus making the cost and convenience of child care greater for neighborhood residents.

Welfare reform's impact on the need for child care for low-income mothers has the potential to be significant. Public funding for day care (e.g. the provision of safe, affordable, child care at convenient locations) is essential to implementation of any federal or state program for welfare

reform.

Note: The implementation of actions at the state level is at the initiative of the chapter taken in the legislative context particular to each state.

RESOURCES

Ann Cibulskis and Marsha Ritzdoft, *Zoning for Child Care*, Planning Advisory Service Report no. 422, 1989.

Bureau of Census, Statistical Briefs. *American Women: A Profile (SB/95-19); The Earnings Ladder (SB/94-3RV); Who's Minding The Kids? (SB/94-5)*

Abby Cohen, "Zoning For Family Day Care: Transforming a Stumbling Block Into A Building Block," *The Planning Commissioner's Journal*, Number 3, March/April 1992.



CITY OF FLINT
Department of Business and Community Services
Planning and Zoning Division

Sheldon Neeley,
Mayor

Text Amendments Memorandum

Date: June 4th, 2024
To: City of Flint Planning Commission
From: Max Lester, Int. Zoning Coordinator
Subject: Proposed Text Amendments for Residential Child Care and Similar Uses – Articles 3, 4, 5, 6, and 16

Commissioners,

Below are explanations of the draft language with proposed changes to be made to Articles 3, 4, 5, 6, and 16 of the Zoning Code primarily addressing Group Child Care Homes, uses, location restrictions, and definitions. Further changes may be made by the Planning Commission; however, these changes reflect the minimum recommendations from staff.

Article 3 Changes:

Moved the “Group Child Care Home” use from the commercial section of the Use Table to residential and changed the name from “Group Day Care Home” to reflect the terminology used by the State. Additionally, we noted this as a Permitted use in all residential zoned districts where it previously was blank except for the MR-3 Special Land Use designation.

Added “Family Child Care Home” as a separate use. The number of children permitted for Family and Group Child Care Home uses were changed to (1-7) and (7-14) respectively to account for new licensing rules. The “Family Child Care Home” use is indicated as Permitted in all districts.

Struck the “Adult Foster Care Family Home” and “Adult Foster Care Small Group Home” uses from the Use Table. “Adult Foster Care Family Home” is already covered under the “State Licensed Residential Facility (1-6)” use and the indication of 1-6 for “Adult Foster Care Small Group Home” is incorrect, however, it is correctly identified just under with the same name with 7-12 residents indicated.

The “State Licensed Residential Facility (1-6)” use also was added as Permitted in the MR-3 zoned district where it was previously blank.

The “Adult Foster Care Large Group Home (13-20)” use was added as a Special Land Use in the MR-1 and MR-2 zoned districts. This adds the use as an option if approved by the Planning Commission in a public hearing.

The “Residential Care Service” subgroup was renamed “Day Care Services” to reflect the commercial nature of the uses.

“Child Care Center” had Special Land Use designations removed from the GN-2, TN-1, and TN-2 zoned districts due to their commercial nature. The Planning Commission may choose to allow the Special Land Use designation to remain, though additional conditions or review considerations should be included for these districts.



CITY OF FLINT
Department of Business and Community Services
Planning and Zoning Division

Sheldon Neeley,
Mayor

"Adult Day Care or Day Services Center" were given additional Special Land Use designations for MR-1 and MR-2 zoned districts.

The State-Licensed Residential Facilities notation under Section 50-25 E. on Page 10 was removed, see changes for Article 16 for the updated definition. The Planning Commission may evaluate whether to keep the indicated buffers, however this buffer is noted in the MZEA as a requirement for Townships and Counties, not Cities. Unless reason(s) can be fully articulated as to why we should enforce the buffer, we don't think it is beneficial to maintain, at least at the indicated 1,500 feet.

Article 4 Changes:

Moved the "Group Child Care Home" use from the commercial section of the Use Table to residential and changed the name from "Group Day Care Home" to reflect the term used by the State. Designations were changed to Permitted for the NC and DE uses where we tend to have existing single-family residential structures and are now Special Land Uses for new structures. The use is marked as Special Land Uses for CC and DC zoned districts to account for any single-family residences still existing in these zoned districts.

Added "Family Child Care Home" as a separate use. The number of children permitted for Family and Group Child Care Home uses were changed to (1-7) and (7-14) respectively to account for new licensing rules. The "Family Child Care Home" use is indicated as Permitted in all districts.

Struck the "Adult Foster Care Family Home" and "Adult Foster Care Small Group Home" uses from the Use Table and added a single "State Licensed Residential Facility (1-6)" use. Zoning designations changed to match those for "Group Child Care Home".

The "Residential Care Service" subgroup was renamed "Day Care Services" to reflect the commercial nature of the uses.

"Adult Day Care or Day Services Center" were noted as Permitted for NC, DE, and DC zoned districts.

"Child Care Center" was added as a Permitted Use in NC and DC zoned districts.

Article 5 Changes:

Moved the "Group Child Care Home" use from the commercial section of the Use Table to residential and changed the name from "Group Day Care Home" to reflect the term used by the State. Designations were changed to Special Land Use for GI-2 zoned districts where we tend to have existing single-family residential structures.

Added "Family Child Care Home" as a separate use. The number of children permitted for Family and Group Child Care Home uses were changed to (1-7) and (7-14) respectively to account for new licensing rules. "Family Day Care Home" is indicated as a Special Land Use in GI-2 for any residential uses that may remain and as a Permitted use for CE where Multi-Family Dwellings are allowed as Special Land Uses.



CITY OF FLINT
Department of Business and Community Services
Planning and Zoning Division

Sheldon Neeley,
Mayor

"Adult Foster Care Small Group Home" and "Adult Foster Care Large Group Home" uses were struck from CE as these are residential uses and are unlikely to be needed in the CE zoned district which is commercial and industrial in nature. They were added as Special Land Uses in the GI-2 district where residential uses are likely to remain.

"Adult Day Care or Day Services Center" were noted as Permitted for the GI-2 and PC zoned districts. The Planning Commission may wish to evaluate and consider if Special Land Use is more fitting to ensure appropriate placement and site design.

"Child Care Center" was added as a Permitted Use in the GI-2 and PC zoned districts, as for Adult Day Care the Planning Commission may wish to consider these Special Land Uses to be confident potential uses are located in a safe location.

Article 6 Changes:

Moved the "Group Child Care Home" use from the commercial section of the Use Table to residential and changed the name from "Group Day Care Home" to reflect the term used by the State. Designations were changed to Permitted for the UC and GI-1 zoned districts where we tend to have existing single-family residential structures and new single-family residences are Special Land Uses and Permitted uses respectively.

Added "Family Child Care Home" as a separate use. The number of children permitted for Family and Group Child Care Home uses were changed to (1-7) and (7-14) respectively to account for new licensing rules. The "Family Child Care Home" use is indicated as Permitted in all districts.

Struck the "Adult Foster Care Family Home" and "Adult Foster Care Small Group Home" uses from the Use Table and added a single "State Licensed Residential Facility (1-6)" use. Zoning designations changed to match those for "Group Child Care Home".

"Adult Foster Care Small Group Home" and "Adult Foster Care Large Group Home" uses given an additional Special Land Use designation for the GI-1 zoned districts. GI-1 is meant to be a blend of residential and commercial agricultural and green uses.

The "Residential Care Service" subgroup was renamed "Day Care Services" to reflect the commercial nature of the uses.

"Adult Day Care or Day Services Center" was added as Permitted uses in the IC, UC, and GI-1 zoned districts.

"Child Care Center" was added as a Permitted Use in the IC, UC, and GI-1 zoned districts.



CITY OF FLINT
Department of Business and Community Services
Planning and Zoning Division

Sheldon Neeley,
Mayor

Article 16 Changes:

The “Family day care home” definition was struck as this was corrected in the earlier Articles, and only acted to direct readers to view the more correct term of “Child Care Home, Family”.

The “Group day care home” definition was struck as this was corrected in the earlier Articles, and only acted to direct readers to view the more correct term of “Child Care Home, Group”.

The term “Child Care Home, Family” was corrected to “Family child care home”, removing the unnecessary separation of the first word which does not appear in the MZEA or other applicable State legislation. Additionally, the number of children permitted has been increased to a maximum of seven to reflect the changes to licensure in the attached 2022 PA 106 (House Bill 5041).

The term “Child Care Home, Group” was corrected to “Group child care home”, removing the unnecessary separation of the first word which does not appear in the MZEA or other applicable State legislation. Additionally, the number of children permitted has been increased to a maximum of fourteen to reflect the changes to licensure in the attached 2022 PA 106 (House Bill 5041).

The definition for “State Licensed Residential Facility” was amended to use the exact wording found in the Michigan Zoning Enabling Act.

Comprehensive Plan:

The City of Flint’s Imagine Flint Comprehensive Plan has minimal language regarding child care, but does indicate that expanded access to child care is a goal for economic success.

Chapter 9: Economic Development and Education Plan

Goal: The City of Flint will have a growing and diverse economy that spurs innovation and small business development along with an education system that prepares our workforce for jobs paying a livable wage.

Objective 3: Increase access to employment opportunities. Flint must reduce barriers preventing low-income individuals and marginalized groups from entering the workforce. By increasing access to jobs through affordable childcare and better public transportation, and limiting the effects of implicit bias, we can ensure economic growth is equitable and that quality of life is improved for all.

Resources and Best Practices:

Attached are several resources that were previously provided as well as new materials.

- *Pairing Your Local Plan and Ordinance with the State of Michigan’s Child Care Licensing Requirements* by Mary Reilly, AICP – MSU Extension
- *APA Policy Guide on the Provision of Child Care*
- *Act No. 106 of Public Acts of 2022 (Amendment to 1973 PA 116)*
- *Gov. Whitmer Announces Grants to Help Communities Expand Access to Low or No-Cost Child Care* – March 10, 2023 Press Release
- *Genesee County, Child Care: A Critical Need in Michigan* by Parker James, Michigan League for Public Policy – March 2021



CITY OF FLINT
Department of Business and Community Services
Planning and Zoning Division

Sheldon Neeley,
Mayor

Goals for Amendments:

The goal of the proposed amendments is to allow for easier access to child care for both the providers and parents in Flint. Additionally, the changes will better align Flint’s policies on use classification with State requirements and updated language. In addition to the proposed amendments, staff will seek to delineate Special Land Use application fees in the Fee Schedule between residential and commercial uses to further reduce barriers for those areas where child care is specified for Special Land Use Review.

Sample Motions:

Motion to Approve:

“I motion to recommend approval of the proposed amendments to City Council for Articles 3, 4, 5, 6, and 16...”

Choose one of the following:

- “...as shown in the staff materials.”
- “...as shown in the staff materials with the following changes...”
 - _____
 - _____
 - _____
 - _____
 - _____
 - _____
 - _____
 - _____

Motion to Deny:

“I motion to recommend denial of the proposed amendments to City Council for Articles 3, 4, 5, 6, and 16 as shown in the staff materials.”

Motion to Postpone:

“I motion to postpone the decision for a recommendation on the proposed amendments for Articles 3, 4, 5, 6, and 16 to the _____ meeting...”

Optional

- “...with further information requested regarding...”
 - _____
 - _____
 - _____



CITY OF FLINT
Department of Business and Community Services
Planning and Zoning Division

Sheldon Neeley,
Mayor

Planning Commission Action – Child Care Text Amendments – June 2024

The proposed text amendments for Articles 3, 4, 5, 6, and 16 are hereby postponed for further review by the City of Flint Plan Commission on this day of June 11th of 2024.

Robert Wesley
Planning Commission Chair

Max Lester
Int. Zoning Coordinator



CITY OF FLINT
Department of Business and Community Services
Planning and Zoning Division

Sheldon Neeley,
Mayor

Text Amendments Memorandum

Date: June 18th, 2024
To: City of Flint Planning Commission
From: Max Lester, Int. Zoning Coordinator
Subject: Update - Proposed Text Amendments for Residential Child Care and Similar Uses

Commissioners,

Discussion during the first meeting for the Child Care Text Amendments public hearing ended with requests for additional information as noted below. Please bring back the materials from the first meeting with you, if you need another, please notify staff and a copy will be given to you at the meeting. First, additional information is detailed below to help clarify the different uses and regulations.

Additional Information:

Family Child Care Homes and Group Child Care Homes:

- Regulated under the Child Care Organizations Act (1973 PA 116) and the Department of Licensing and Regulatory Affairs' (LARA) "Licensing Rules for Family and Group Child Care Homes".
- *Family Child Care Home* allows care for 1 to 6 unrelated children in a private residence, up to 7 upon State approval.
- *Group Child Care Home* allows care for 7 to 12 unrelated children in a private residence, up to 14 upon State approval.
- Licensed operator must permanently reside in the child care home as a member of the household.

Child Care Centers:

- Regulated under the Child Care Organizations Act (1973 PA 116).
- No defined capacity categories, not typically located in a residential structure.

Adult Foster Care Facilities:

- Regulated under the Adult Foster Care Facility Licensing Act and various LARA "Licensing Rules for...".
- Various licenses include Adult Foster Care Family Homes (1-6), Small Group Homes (7-12), Large Group Homes (13-20), and Congregate Facilities (21+).
- Under the Michigan Zoning Enabling Act, Adult Foster Care Family Homes (1-6) are residential uses and cannot be subjected to Special Land Use procedures.

(continued on next page)



CITY OF FLINT
Department of Business and Community Services
Planning and Zoning Division

Sheldon Neeley,
Mayor

Article 3:

1. A request was made to further define and give examples for considerations that may be added when reviewing "Child Care Centers" as a Special Land Use (SLU) in GN-2, TN-1, and TN-2 zoned districts, assuming these uses are kept as SLUs for these districts.

Child Care Centers are already permitted as accessory uses to institutional uses in any district per §50-90. A small addition to this section adding language allowing the use as an SLU when the existing structure is commercial in nature may be appropriate while still ensuring adequate review is given. The addition may look something like:

*******Article 9 - §50-90 Child Care Center*******

"E. Former Commercial Building. A Child Care Center may be reviewed under Special Land Use procedures, subject to satisfying all of the necessary requirements listed in this Article, when the use will be located within an existing building of a commercial nature in a Residential Zone District."

Alternatively, Child Care Centers may be left as a Special Land Use in the GN-2, TN-1, and TN-2 zoned districts, optional conditions may be added to §50-90. Example conditions are listed below:

- Must provide a Type 1 Transition Yard per the standards of §50-157 where the property lines adjoin a residential district or use; **and/or**
- May operate between **##:00 AM/PM** and **##:00 AM/PM.**; **and/or**
- May operate two hours before and after the required operation hours if a Type 2 Transition Yard is provided per the standards of §50-157 where the property lines adjoin a residential district or use; **and/or**
- Must front a collector, minor arterial, or principle arterial right-of-way as identified by the Future Functional Classification map (Chapter 6, Imagine Flint Comprehensive Plan). **see attachments**

(continued on next page)



CITY OF FLINT
Department of Business and Community Services
Planning and Zoning Division

Sheldon Neeley,
Mayor

2. A request was made regarding further information on the distance buffer and how other municipalities regulate the distance between Group Child Care Home Uses:

Detroit, MI:

Family Day Care Home – Permitted use in all Residential districts. Permitted or Conditional Use where single-family homes are Permitted or Conditional respectively.

Group Day Care Home – Conditional use in all Residential Districts

Buffer – No indicated buffers.

Ann Arbor, MI:

Family Day Care Home – Accessory use in all Residential and Mixed-Use Districts

Group Day Care Home – Accessory use in all Residential Districts and all but one Mixed Use District.

Buffer – No indicated buffers.

Lansing, MI:

Family Day Care Home – Permitted use in all Residential districts.

Group Day Care Home – Conditional use in all Residential districts and all but one Mixed-Use/Commercial district.

Buffer – No indicated buffers.

Grand Rapids, MI:

Family Day Care Home – Permitted in all Residential districts.

Group Day Care Home – Permitted in all Residential districts.

Buffer – No indicated buffers.

Pontiac, MI:

Family Day Care Home – Permitted in all Residential districts and one Mixed-use district.

Group Day Care Home – Special Exception Use in all Residential districts but the lowest density and in one Mixed-Use district.

Buffer – 1,500 ft. buffer for all State Licensed Residential Facility/Home uses, boarding/lodging houses, and unlicensed residential facility/home. The Planning Commission may allow a smaller separation “upon determining that such action will not result in an excessive concentration of such facilities in a single neighborhood or in the City overall.

Saginaw, MI:

Family Day Care Home – Not mentioned.

Group Day Care Home – Not mentioned.

Buffer – Not mentioned.

Dearborn, MI:

Family Day Care Home – Permitted in all Residential districts...

Group Day Care Home – Special Land Use in all Residential districts and most Business districts.

Buffer – No indicated buffers.

See the attached map to view locations of active Child Care Facilities.



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Department of Business and Community Services
Planning and Zoning Division

Sheldon Neeley,
Mayor

2 (cont.) Alternatively, if a buffer is desired a Group Child Care Home could be set to require additional review by the Planning Commission as a Special Land Use if the location is within 500 feet of an existing Group Child Care Home. There would still be a cost and time burden on those who would be required to meet the standard but would not be blanketly enforced to all Group Child Care Home uses.

Article 5 Changes:

1. More discussion was desired on whether the "Adult Day Care or Day Services Center" and "Child Care Center" uses should be Permitted or Special Land Uses in GI-2: Green Innovation – High Intensity and PC: Production Center zoned districts.

As Special Land Uses the Planning Commission would have a Public Hearing to more closely consider applications on a location-by-location basis.

Article 16 Changes:

1. Concern was noted on the updated definition for "State Licensed Residential Facility". As presented this reads: A "State licensed residential facility" means a structure constructed for residential purposes that is licensed by the state under the adult foster care facility licensing act, 1979 PA 218, MCL 400.701 to 400.737, or 1973 PA 116, MCL 722.111 to 722.128, **and provides residential services for 6 or fewer individuals under 24-hour supervision or care.**

Adult Foster Care Facility Licensing Act – 1979 PA 218, MCL 400.701 to 400.737
Child Care Organizations Act – 1973 PA 116, MCL 722.111 to 722.128

In this case, only Adult Foster Care Family Homes (1-6) and Family Child Care Home (1-6) uses apply to this definition. In addition, the Michigan Zoning Enabling act also recognizes the following uses as residential uses that must not be treated differently from single-family homes:

- "Adult foster care facility" which has a capacity of 1-4 adults who all receive benefits from a community mental health services program, in which the mental health services program monitors the services delivered.
- A qualified residential treatment program that provides services for 10 or fewer individuals.
- **MZEA §125.3206 (4)** For a county or township, a group child care home shall be issued a special use permit, conditional use permit, or other similar permit if the group child care home meets all of the following standards:
 - (a) Is located not closer than 1,500 feet to any of the following:
 - (i) Another licensed group child care home.
 - (ii) An adult foster care small group home or large group home licensed under the adult foster care facility licensing act, 1979 PA 218, MCL 400.701 to 400.737.
 - (iii) A facility offering substance use disorder services to 7 or more people that is licensed under part 62 of the public health code, 1978 PA 368, MCL 333.6230 to 333.6251.
 - (iv) A community correction center, resident home, halfway house, or other similar facility that houses an inmate population under the jurisdiction of the department of corrections.
 - (b) Has appropriate fencing for the safety of the children in the group child care home as determined by the local unit of government.



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Mayor

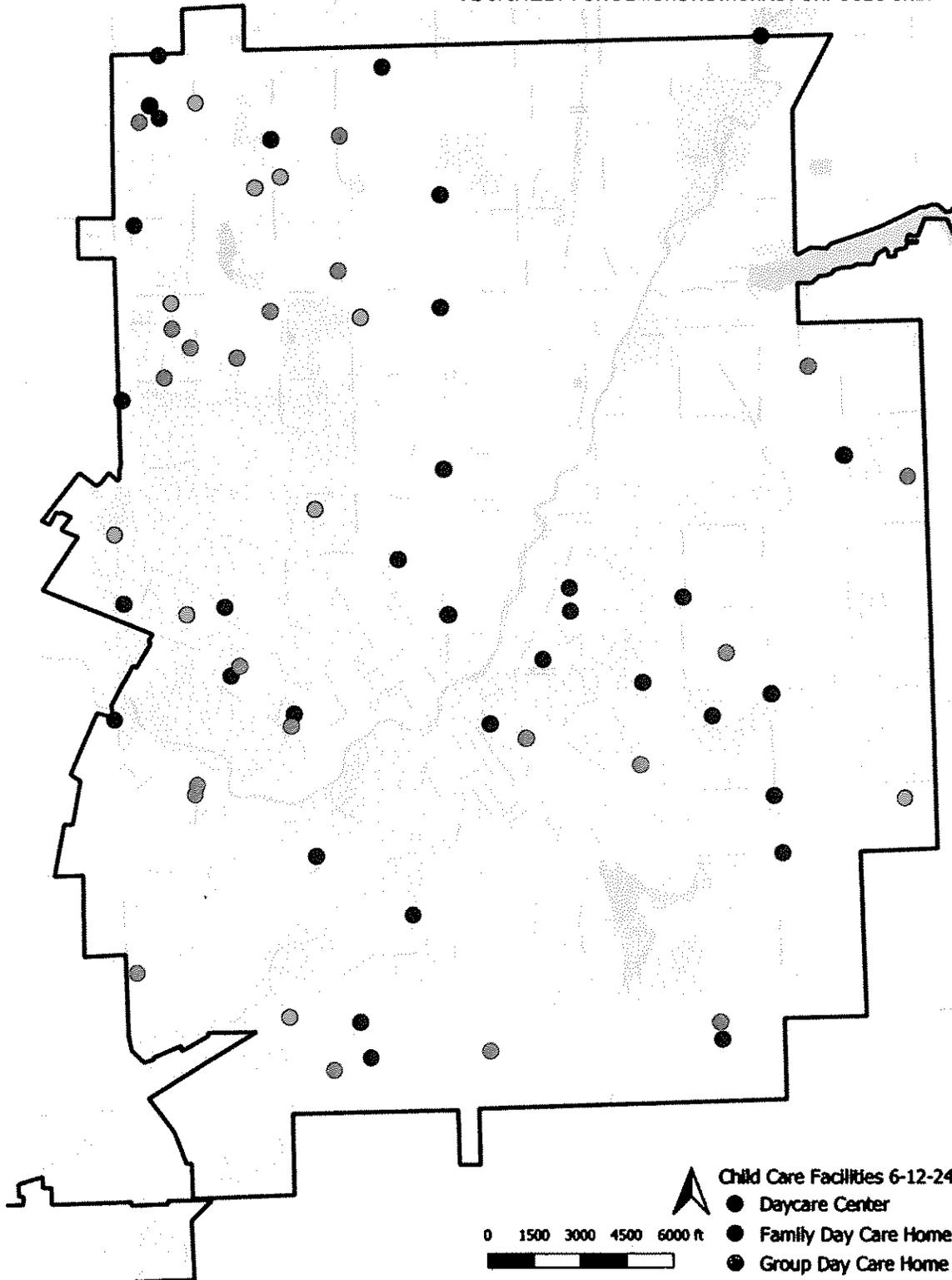
- (c) Maintains the property consistent with the visible characteristics of the neighborhood.
 - (d) Does not exceed 16 hours of operation during a 24-hour period. The local unit of government may limit but not prohibit the operation of a group child care home between the hours of 10 p.m. and 6 a.m.
 - (e) Meets regulations, if any, governing signs used by a group child care home to identify itself.
 - (f) Meets regulations, if any, requiring a group child care home operator to provide off-street parking accommodations for his or her employees.
- (5) For a city or village, a group child care home may be issued a special use permit, conditional use permit, or other similar permit.

No changes are recommended for this definition as it comes directly from the Michigan Zoning Enabling Act. Additionally, per the information above for Group Child Care Home buffers, no buffer is recommended.

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City of Flint Child Care Facilities

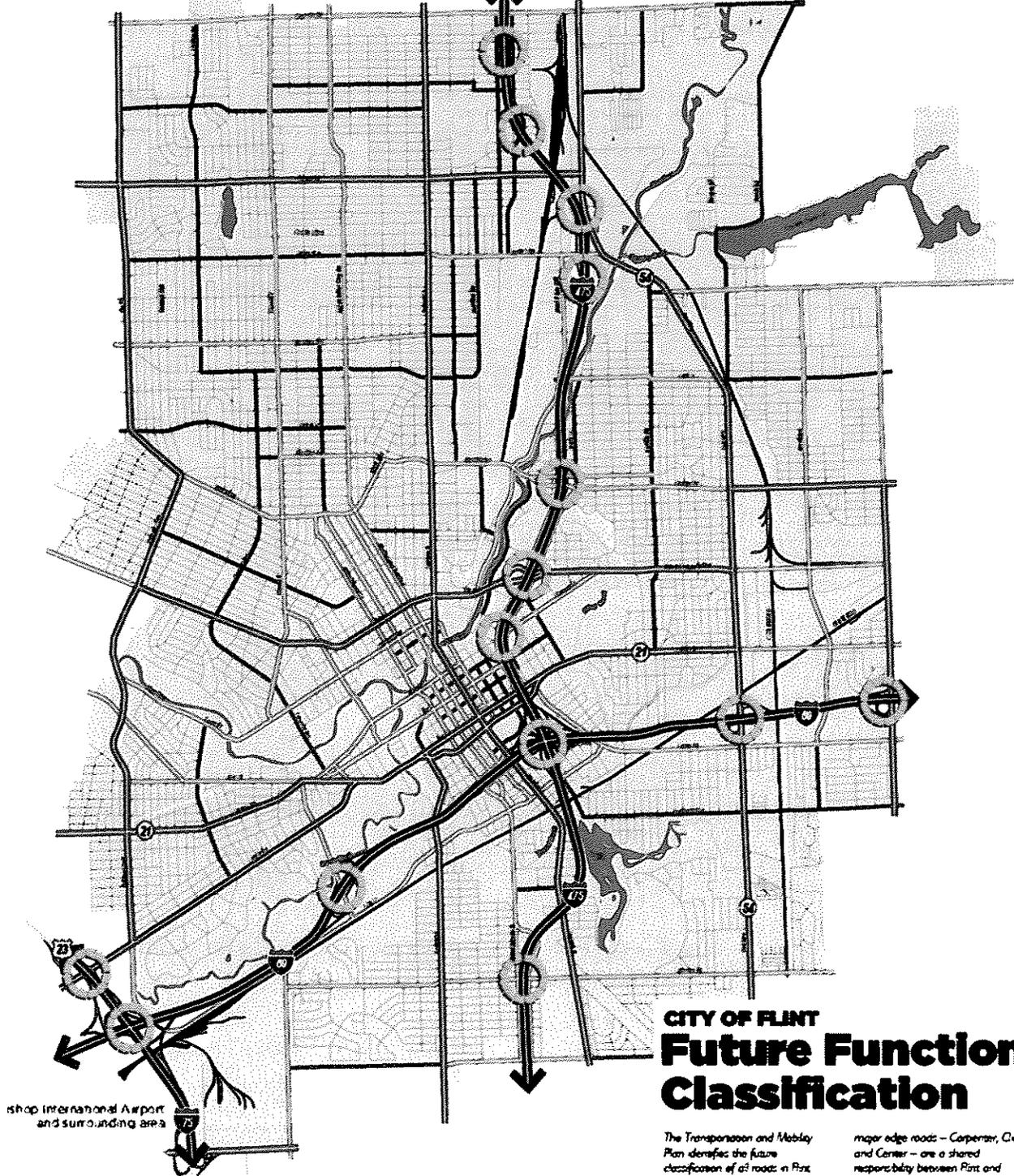
As of 6/12/24 FOR DEMONSTRATIONAL PURPOSES ONLY



Total number of Facilities:

21 – Family Day Care Home
11 – Group Day Care Home
40 – Daycare Center

CITY OF FLINT 1101 SOUTH SAGINAW ST. ROOM S105 FLINT, MICHIGAN 48502
OFFICE: 810-766-7426 WEBSITE: www.cityofflint.com



Detroit International Airport and surrounding area

CITY OF FLINT Future Functional Classification

The Transportation and Mobility Plan identifies the future classification of all roads in Flint according to a hierarchical system that is based on current and anticipated roadway operations throughout the network.

The City owns and maintains most of the surface roads within the municipal boundaries. Three of the

major edge roads – Carpenter, Clio, and Center – are a shared responsibility between Flint and Genesee County. Hemphill Road is shared with the City of Burton. MDOT operates the three interstates and also provides the City with funding for the two state highways in Flint – Dort Highway and Corunna Road.

Functional Classification Legend

- Interstate/Expressway
- Principal Arterial
- Minor Arterial
- Collector
- Highway Interchange



CITY OF FLINT
Department of Business and Community Services
Planning and Zoning Division

Sheldon Neeley,
Mayor

Sample Motions:

Motion to Approve:

"I motion to recommend approval of the proposed amendments to City Council for changes to Child Care uses..."

Choose one of the following:

- "...as shown in the draft Ordinance pages."
- "...as shown in the draft Ordinance pages with the following changes..."
 - See potential suggestions under Article 3 above.
 - To allow Child Care Centers as Special Land Uses in the GI-2 and PC zone districts.
 - Maintain a ### ft. buffer for Group Child Care Homes from other Group Child Care Homes...
 - or; Group Child Care Homes require Special Land Use review if the proposed location is within ### ft. of an existing Group Child Care Home.
 - _____
 - _____
 - _____
 - _____
 - _____

Motion to Deny:

"I motion to recommend denial of the proposed amendments to City Council for for changes to Child Care uses as shown in the staff materials."

Motion to Postpone:

"I motion to postpone the decision for a recommendation on the proposed amendments for changes to Child Care uses to the _____ meeting..."

Optional

- "...with further information requested regarding..."
 - _____
 - _____
 - _____



CITY OF FLINT
Department of Business and Community Services
Planning and Zoning Division

Sheldon Neeley,
Mayor

Planning Commission Action – Child Care Text Amendments – June 2024

The proposed text amendments addressing Child Care uses are hereby _____ by
the City of Flint Plan Commission on this day of _____ of 2024, per the motion as recorded and
presented in the minutes to be approved by the Planning Commission at the next available meeting.

*No motion made at this meeting. To be reviewed at future date pending discussed changes.
July 23rd, 2024 meeting.*

Robert Wesley
Planning Commission Chair

Max Lester
Int. Zoning Coordinator



Sheldon Neeley,
Mayor

CITY OF FLINT
Department of Business and Community Services
Planning and Zoning Division

Text Amendments Memorandum

Date: August 6th, 2024
To: City of Flint Planning Commission
From: Max Lester, Int. Zoning Coordinator
Subject: Update - Proposed Text Amendments for Residential Child Care and Similar Uses

Commissioners,

Discussion during the July 23rd, 2024 meeting for the updated Child Care Text Amendments ended with requests for changes as noted below.

Article 3: Residential Zone Districts – Changes

Child Care Centers in Residential Districts

See Article 9: Use Regulations – Changes

Residential Care Facility (7+) Buffer

See Article 9: Use Regulations – Changes

Article 5: Employment Zone Districts – Changes

1. Adult Day Care and Child Care Center Use Table (§50-37)

The adult day care and child care center uses are now listed as Special Land Uses in the GI-2 Green Innovation High Intensity and PC Production Center zoned districts, where they were originally proposed to be Permitted uses in the first draft.

2. Additional Criteria and Requirements for Review of Uses in Green Innovation Districts (§50-39)

Corrected a section reference which used the old numbering format.

Article 9: Use Regulations – Changes

1. Section 50-90 Update

Section 50-90 “Child Care Center” has been renamed to “Child Care Center and Residential Child Care” to accommodate both use types and apply regulations for residential child care uses to all zone districts, where as originally adopted the additional regulations applied only to residential zone districts in Article 3.

2. Child Care Centers in Residential Districts (§50-90)

Discussion was held on how child care centers may still be permitted in residential districts as standalone uses in a limited capacity. In addition to allowing them as accessory uses to institutional uses, new language is proposed to allow Special Land Use review for child care centers proposed within existing non-residential structures located within a residential zone district.

The original child care center text is now under §50-90 (A). The additional language below has been added:

5. Former Non-Residential Building. A child care center may be reviewed under Special Land Use procedures, subject to satisfying all of the necessary requirements listed in this Article, when the use will be located within an existing building of a non-residential nature in a Residential Zone District.



Sheldon Neeley,
Mayor

CITY OF FLINT
Department of Business and Community Services
Planning and Zoning Division

3. Residential Care Facility (7+) Buffer

A buffer was still desired between care facilities approved for seven or more (7+) individuals as written in the current text, but not for outright exemption and not at 1,500 ft. Instead, if a similar use is within the buffer distance an applicant can seek a Planning Commission waiver. §50-90 (B) is a new addition which allows the standards to apply to all zone districts, not just those identified in Article 3. Additional text also specifies the distance is measured according to travel along public right-of-way per the Michigan Zoning Enabling Act, and that family child care homes (1-6) do not apply to the required buffer when approved by the State to have an additional child for a total of seven (7). The new text includes:

1. Group child care home uses, when proposed within one-thousand (1,000) feet of another group child care home, adult foster care small group home or adult foster care large group home, a facility offering substance use disorder services to seven (7) or more individuals, a facility that houses an inmate population under the jurisdiction of the department of corrections, or any other residential facility offering services to seven (7) or more individuals, may only be permitted after receiving a Planning Commission waiver to ensure such use will not result in an excessive concentration of such facilities in a single neighborhood or in the City overall.

2. The buffer distance shall be measured along a road, street, or place maintained by this state or a local unit of government and generally open to the public as a matter of right for the purpose of vehicular traffic, not including an alley, as is consistent with the Michigan Zoning Enabling Act, P.A. 110 of 2006, as amended, M.C.L. 125.3101 et seq.

3. Family child care homes which have been approved by the State to care for an additional child, from a maximum of six (6) to seven (7) children, are not included within the buffer distance requirements for group child care homes.

4. Adult Foster Care and Adult Day Care (§50-81)

A buffer was included for adult foster care group homes to other residential care facilities offering services to seven or more (7+) individuals to coincide with the group child care home buffer. The new text includes:

F. Adult foster care small group homes and adult foster care large group homes, when proposed within one-thousand (1,000) feet of another adult foster care small group home or adult foster care large group home, group child care home, a facility offering substance use disorder services to seven (7) or more individuals, a facility that houses an inmate population under the jurisdiction of the department of corrections, or any other residential facility offering services to seven (7) or more individuals, may only be permitted after receiving a Planning Commission waiver to ensure such use will not result in an excessive concentration of such facilities in a single neighborhood or in the City overall.

5. Residential Rehabilitation Facilities (§50-111)

The existing buffer language for residential rehabilitation facilities was amended to add group child care homes to the list of uses requiring a buffer, and the option for Planning Commission waiver review was added as for residential child care and adult foster care. Additionally, an item listing which districts residential rehabilitation facilities are Special Land Uses in was removed as this is already specified in the use tables and was incorrect. The new text includes:

A. Any residential rehabilitation facility having more than seven (7) but not more than twenty (20) adults proposed within one thousand five hundred (1,500) feet from any other residential rehabilitation facility, transitional or emergency shelter, single room occupancy dwelling, group child care home, or small or large adult foster care facility, may only be permitted after receiving a Planning Commission waiver to ensure such use will not result in an excessive concentration of such facilities in a single neighborhood or in the City overall. The facility shall comply with all State of Michigan requirements, as applicable.



Sheldon Neeley,
Mayor

CITY OF FLINT
Department of Business and Community Services
Planning and Zoning Division

Article 16: Definitions - Changes

1. Group Living Definitions (Article 16, Page 16)

The layout of "group living" items was altered to better reflect the uses and new language was added for consistency with other new additions.

Adult day care and child care center definitions were removed from the "Group living" group and added to a new "Group care" group just above. These two uses do not have residential occupancy as indicated in the group living definition. The group care definition is more accurate, reading:

Group care – *non-residential occupancy of a structure where care is provided to individuals; typical uses include adult day care or day care services and child care centers.*

An additional line was added to the "Family child care home" definition to clearly note that a family child care home use which is approved to have an addition child for a maximum of seven (7) is still recognized as a state licensed residential facility:

...If a licensee of a family child care home is approved by the State to provide care for up to (7) minor children, the use is still recognized as a state licensed residential facility as defined in this Chapter.

The "Residential rehabilitation facility" definition was removed from the "health care facility" group and added to the "State regulated group living" group. These uses are residential in nature and do not belong under health care facilities.

Decision:

With the above noted changes and updated draft Zoning Ordinance pages, the Commission may make a motion to approve the proposed text amendments as presented in the staff update for the August 13th meeting. Any final revisions that may be desired can also be made in a motion to approve. Sample motions are provided on the next page.

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Sheldon Neeley,
Mayor

CITY OF FLINT
Department of Business and Community Services
Planning and Zoning Division

Sample Motions:

Motion to Approve:

"I motion to recommend approval of the proposed text amendments to City Council for changes to Child Care and Adult Foster Care uses..."

Choose one of the following:

- "...as shown in the draft Ordinance pages provided for the August 13th meeting."
- "...as shown in the draft Ordinance pages provided for the August 13th meeting with the following changes..."

- _____
- _____
- _____
- _____
- _____

Motion to Deny:

"I motion to recommend denial of the proposed amendments to City Council for changes to Child Care and Adult Foster Care uses as shown in the draft Ordinance pages provided for the August 13th meeting."

Motion to Postpone:

"I motion to postpone the decision for a recommendation on the proposed amendments for changes to Child Care and Adult Foster Care uses to the _____ meeting..."

Postpone:

- "...with further information requested regarding..."

- _____
- _____
- _____



Sheldon Neeley,
Mayor

CITY OF FLINT
Department of Business and Community Services
Planning and Zoning Division

Planning Commission Action – Child Care Text Amendments – August 2024

The proposed text amendments addressing Child Care and Adult Foster Care uses are hereby recommended for approval by the City of Flint Planning Commission on this 13th day of August of 2024, per the motion as recorded and presented in the minutes to be forwarded to City Council for review and approval.

Robert Wesley
Planning Commission Chair

Max Lester
Zoning Coordinator