



City of Flint, Michigan

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

Meeting Agenda – FINAL
Monday, November 25, 2024
4:30 PM

City Council Chambers

SPECIAL AFFAIRS COMMITTEE

Candice Mushatt, Vice President, Ward 7

Leon El-Alamin, Ward 1

Ladel Lewis, Ward 2

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

ROLL CALL

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.

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.

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.

RESOLUTIONS

240511-T Lease of Real Property/Hasselbring Senior Center/Hasselbring Senior Center Senior Services Organization

Resolution resolving that the appropriate City officials are authorized to do all things necessary to execute the Lease Agreement between the City of Flint and the Hasselbring Senior Center, a Senior Services Organization.

240515-T ARPA Funding Utilization/Transportation Department/9th 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 the City of Flint Transportation Department, in accordance with 9th 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.

APPOINTMENTS

240522-T Appointment/Marsu Hussey/Flint Housing Commission/Resident Commissioner

Resolution resolving that the Flint City Council approves the appointment of Marsu Hussey to serve a three [four]-year term on the Board of the Flint Housing Commission [as Resident Commissioner], with such term commencing immediately and expiring on November 30, 2028. [NOTE: Marsu Hussey will complete a 4-year term as a Resident Commissioner and fill the 5th seat on the board which has been vacant]

240523-T Appointment/Tredale Kennedy/Flint Housing Commission

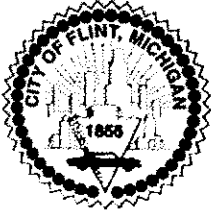
Resolution resolving that the Flint City Council approves the appointment of Tredale Kennedy to serve [the remainder of] a three-year term on the Board of the Flint Housing Commission, with such term commencing immediately and expiring on August 31, 2026. [NOTE: Tredale Kennedy will complete a [3]-year term replacing Leon El-Alamin, who resigned due to being elected to serve on the Flint City Council.]

240524-T Appointment/Bob Brown/Flint Housing Commission

Resolution resolving that the Flint City Council approves the appointment of Bob Brown to serve [the remainder of] a three-year term on the Board of the Flint Housing Commission, with such term commencing immediately and expiring on August 31, 2025. [NOTE: Bob Brown will complete a [3]-year term filling the vacancy from the resignation of Chelesia Brown.]

ADJOURNMENT

240511-T



RESOLUTION NO.: _____

PRESENTED: 11/18/2024

ADOPTED: _____

RESOLUTION APPROVING THE LEASE OF REAL PROPERTY KNOWN AS THE HASSELBRING SENIOR CENTER TO HASSELBRING SENIOR CENTER, A SENIOR SERVICES ORGANIZATION

BY THE MAYOR:

The City of Flint wishes to enter into an agreement to lease the real property commonly known as the Hasselbring Senior Center to Hasselbring Senior Center, a Senior Services Organization, for the purposes of providing services, programs and activities primarily to senior citizens in Flint and Genesee County.

The proposed lease, attached here by reference, runs for a period of five years, with monthly rent, additional compensation and other terms as set forth in the lease.

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary to execute the Lease Agreement between the City of Flint and the Hasselbring Senior Center, a Senior Services Organization.

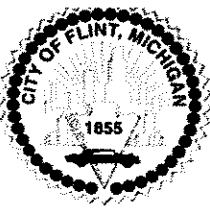
FOR THE CITY:

FOR THE CITY COUNCIL

CLYDE D EDWARDS / A0282
CLYDE D EDWARDS / A0282 (Jul 30, 2024 17:38 EDT)
Clyde Edwards, City Administrator

APPROVED AS TO FORM:

Joseph N. Kuptz
Joseph N. Kuptz, Acting City Attorney



CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

TODAY'S DATE: 07/25/2024

BID/PROPOSAL# N/A

AGENDA ITEM TITLE: Resolution Approving the Lease of Real Property Known as the Hasselbring Senior Center to Hasselbring Senior Center, a Senior Services Organization

PREPARED BY: Joseph N. Kuptz, Chief Deputy City Attorney

VENDOR NAME: N/A

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

Resolution approving the lease of real property commonly known as the Hasselbring Senior Center to Hasselbring Senior Center, a Senior Services Organization, for the purposes of providing services, programs and activities primarily to senior citizens in Flint and Genesee County.

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 Hasselbring Senior Center will be operated and maintained by Hasselbring Senior Center, a Senior Services Organization and will provide community benefits to senior citizens in the City of Flint.

Section IV: FINANCIAL IMPLICATIONS:

The Lessee will pay initial rent of \$500.00 per month in Years 1 through 3 of the lease. Rent increases to \$578.82 per month in Year 4 and \$607.76 in Year 5. Lessee will also pay additional compensation as set forth in Paragraph 2(a) of the Lease.



CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

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: _____

ACCOUNTING APPROVAL: _____ Date: _____

(No accounting approval needed.)

WILL YOUR DEPARTMENT NEED A CONTRACT? YES NO (A copy of the Lease Agreement is attached)

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 No expenditures involved

BUDGET YEAR 2

BUDGET YEAR 3

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

STAFF RECOMMENDATION: (PLEASE SELECT): APPROVED NOT APPROVED

DEPARTMENT HEAD SIGNATURE: CLYDE D EDWARDS / A0282
CLYDE D EDWARDS / A0282 (Jul 30, 2024 17:38 EDT)

Clyde Edwards, City Administrator

LEASE AGREEMENT

This Lease Agreement is made as of August 1, 2024, between the City of Flint, a Michigan municipal corporation, having an address of 1101 S. Saginaw St., Flint, MI, (the "City") as Lessor, and the Hasselbring Senior Center, a Senior Services Organization, the current mailing address of which is 1002 W. Home Ave, 48505 (the "LESSEE"), as Lessee.

RECITALS

- A. The City owns the PROPERTY, a 14.352-acre parcel, parcel ID 46-26-276-018, commonly known as the Hasselbring Senior Center, containing a building with 11,400 square feet of space and a garage with 675 square feet of space.
- B. LESSEE was established in February 2016 to provide senior services.
- C. The LESSEE wishes to provide services, programs, and activities primarily to senior citizens in Genesee county.
- D. The City and the LESSEE want to allow LESSEE to lease the PROPERTY from the City, subject to the terms of this Agreement.

TERMS AND CONDITIONS

Therefore, the parties agree as follows:

- 1. **PROPERTY**. The City leases the PROPERTY to the LESSEE and the LESSEE shall lease the PROPERTY from the City under the terms of this Agreement. The LESSEE has inspected the PROPERTY and accepts the PROPERTY in its present "as is" condition. The City expressly disclaims any and all representations and warranties as to the condition of the PROPERTY or its suitability for any particular purpose.
- 2. **Rent**. The LESSEE shall pay a monthly rent as shown on the table below, payable by the 1st day of each month. If the 1st falls on a weekend, holiday, or other day that the City is closed for business, rent shall be due on the next business day.

	Year 1	Year 2	Year 3	Year 4	Year 5
Monthly Rent	\$500.00	\$500.00	\$500.00	\$578.82	\$607.76

- (a) **Additional Compensation**: In addition to the rent payment listed above, and in consideration for the reduction in monthly rent from the market rental value of the Property (currently calculated to be \$2,000/month, minus \$1500.00 credit). Lessee shall pay to the City of Flint 10% of any rental fees paid to Lessee by third parties for the use of the Property or any portion of the Property. These additional payments shall be due on the same date as the monthly rental payment and shall include the City's portion of all rental fees received in the previous month. Lessee shall also provide the City with a report listing all persons or entities that have rented the Property in the previous month.
- (b) **Late Fees**. A late fee in the amount of five percent (5%) of the then applicable monthly rental or additional compensation amount shall be imposed as to each monthly rental installment not timely paid.
- (c) **Interest**. Any rent, late fees or other sums payable by the LESSEE to the City under this Agreement not paid within thirty (30) days after the same are due will bear interest at a per annum rate equal to ten percent (10%) of the amount unpaid. Such interest shall be due and

payable as additional rent on or before the next rental payment date, and will accrue from the date that such rent, late charges or other sums are payable under the provisions of this Agreement until actually paid by the LESSEE.

3. **Lease Term.**

- (a) **Term.** The term of this Agreement (the "Term") shall commence on July 1, 2024, and shall, unless otherwise terminated earlier or renewed as provided in this Agreement, terminate on after five years on June 30, 2029.
- (b) **Renewal.** This Agreement may be renewed for an additional 5-year period unless the City or the LESSEE gives the other party written notice, at least one year in advance of the expiration date of this Agreement, of its intent to not renew this Agreement. If renewed, the monthly rent shall increase by 5% each year.
- (c) **Extensions.** In addition, the LESSEE may request the City to extend any lease term or renewal term if doing so is necessary for the acquisition, construction, installation or financing of any planned improvements to the PROPERTY. The City Council may permit such an extension by adoption of a resolution without amending this Agreement in its sole discretion.
- (d) **Holdover.** It is hereby agreed that in the event of the LESSEE holding over after the termination of this Agreement, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary under the same terms and conditions as set forth in this Agreement; provided, however, that the monthly rent due during any holdover period shall be one and one half times (1.5 x) the monthly rent amount immediately prior to said period.
- (e) **Return of PROPERTY at Expiration of Agreement.** the LESSEE agrees, upon termination of this Agreement, to return said PROPERTY to the City in as good condition as received, reasonable wear and use excepted, provided, however, that the LESSEE shall not be obligated to remove any improvements or alterations it made in said PROPERTY with the consent of the City the LESSEE shall have full right to remove its trade fixtures and equipment at the termination of this Agreement. The LESSEE shall repair any damage to said PROPERTY resulting from the removal of its trade fixtures and equipment.

4. **Taxes, Assessments and Utilities.** The LESSEE shall timely pay (*i.e.*, on or before the dates on which they can no longer be paid without interest, penalties, threatened suspension or termination of service, or other additional charges) all rates, fees and charges for utility services to the PROPERTY. The LESSEE shall also pay all real and personal property taxes levied against the PROPERTY, improvements to the PROPERTY and any personal property located on the PROPERTY. The LESSEE shall also pay any special assessments levied against the PROPERTY.

5. **Indemnification and Insurance.**

Indemnification & Hold Harmless. To the extent permitted by law, the LESSEE shall hold harmless the City, including its officers and employees, and indemnify them for and defend them against all demands, claims, lawsuits, administrative, judgments, awards, settlements or other losses of any kind which are in any way related to or arise as a result of the LESSEE's or its officers', employees', agents', representatives' or invitees', interest in, its possession, occupation, maintenance, repair or use of, or activities conducted on the PROPERTY, unless such losses are solely the result of the negligence or other wrongdoing of the City or its officers, employees, agents or representatives.

- (c) General Property Liability Insurance. The LESSEE shall, at its sole expense, obtain and maintain general property liability insurance coverage in amounts of not less than \$1,000,000 per occurrence which shall name as insured or additional insured the City and its officers and employees. The minimum coverage amounts shall increase as recommended by the City's insurance carrier in order to keep pace with generally accepted levels of insurance coverage or to address increasing risks associated with added improvements to the PROPERTY or increased risks due to added activities or events on the PROPERTY.
- (d) Personal PROPERTY Insurance. During the Term, the LESSEE shall also carry, at its own expense, all insurance on its fixtures, equipment, inventory and its other personal property located on the PROPERTY. The City shall not be liable for any loss or damage to fixtures, equipment, inventory or other items belonging to the LESSEE caused by fire or other hazard, regardless of the nature or cause of such fire or other hazard. The LESSEE does hereby agree to indemnify and hold the City harmless from such loss or damage.
- (e) Certificates of Insurance. The LESSEE shall provide the City with copies of the insurance policies described above, including all endorsements and certificates showing the premiums have been paid prior to using the PROPERTY and each year thereafter. Said policies shall also name the City as an additional insured. Such insurance shall be by a carrier authorized to do business in Michigan and shall provide that coverage may not be canceled, terminated or materially altered without at least 30 days prior, written notice to the City
- (f) Insurance Coverage by the City. The City may, but is not required to, cover the LESSEE and the PROPERTY under its own insurance so as to meet the LESSEE's obligations under the preceding paragraphs. If insurance is provided in that manner, coverage shall be determined by the City in its sole discretion. If the City provides for such insurance, the LESSEE shall reimburse the City for the cost of any such insurance within twenty (20) days after having been billed for the same.
- (g) Waiver of Subrogation. Any insurance policy required under this Agreement shall include a provision under which the insurance company waives all right of recovery by way of subrogation against the City or the LESSEE in connection with any loss or damage covered by such policy. The City or the LESSEE hereby release and discharge each other from any liability whatsoever arising from any loss, damage or injury caused by fire or other casualty to the extent they are reimbursed by an insurer for such loss damage or injury.

6. Use of PROPERTY.

- (a) Permissible Use. The LESSEE shall use the PROPERTY only to provide space for community activities and gatherings.

LESSEE shall notify City personnel, to be designated by the Mayor, and seek the City's approval at least five (5) business days in advance of any events or gatherings to be held at the PROPERTY. Such notification shall include, at minimum the following information:

- Type of event/gathering
- Projected number of attendees
- Whether alcoholic beverages will be distributed and/or consumed

The City may, in its sole discretion, require additional information or deny approval for any event on the PROPERTY for any reason. If the City does not respond to LESSEE's

notification within two (2) business days, LESSEE may proceed as if approval has been granted.

The distribution and consumption of alcoholic beverages on the PROPERTY must be done in accordance with licenses and/or permits issued by the Michigan Liquor Control Commission (MLCC). LESSEE shall be responsible for ensuring that all applicable laws and regulations regarding alcoholic beverages are complied with on the PROPERTY.

Possession or use of controlled substances, as defined under Michigan law, is strictly prohibited on the PROPERTY. LESSEE shall be responsible for ensuring that this prohibition is strictly enforced.

Lessee's failure to comply with the provisions of this paragraph shall constitute a material breach of this lease. In addition, any breach of this provision shall result in the cancellation of the \$1500 credit specified in Paragraph 2(a), for the remainder of the term of this Agreement.

- (b) Improvements. Upon receipt of the City's written consent, which shall not be unreasonably withheld, the LESSEE may make such improvements to the PROPERTY as are necessary or useful in its permitted use of the PROPERTY as provided in subsection (a) above. All improvements shall, upon the termination of this Agreement, be and remain the property of the City and the City shall have no obligation to make any payment to the LESSEE for those improvements. The LESSEE shall not commence construction or installation of any improvements unless the funds for final completion of that construction and installation have been fully secured. In constructing or installing any such improvements to or on the PROPERTY, the LESSEE shall use reasonably prudent contracting practices and, where appropriate, require performance and payment bonds to ensure any such improvements are fully completed.

If the LESSEE commences but fails to timely complete any such improvements, it shall, within 30 days of written notice from the City or as soon thereafter as is reasonably possible, either (i) complete the project or (ii) demolish, dismantle and remove the partially completed improvement from the PROPERTY and restore the PROPERTY to generally the condition it was in prior to undertaking that improvement.

The LESSEE may enter into contracts for grants and loans to provide funding for improvements or activities on the PROPERTY. However, the LESSEE shall be solely responsible for obtaining any required local match and complying with any terms or conditions. The City shall pay or contribute toward the local match only if the City Council, in its sole discretion, adopts a resolution agreeing to do so.

- (c) Compliance with Environmental Laws. The LESSEE shall not use the PROPERTY to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process any material or substance requiring remediation under any federal, state or local statute, regulation, ordinance or policy (any such substance hereinafter referred to as a "Hazardous Substance"), except in compliance with said applicable statute, regulation, ordinance or policy, and will not cause or permit the release of any Substance on the PROPERTY. Further, the LESSEE, its successors, and assigns, shall defend, indemnify and hold harmless the City and its employees, directors, officers, agents, successors and assigns from and against any and all damages in connection with or resulting from the release of any Hazardous Substance upon, on or about the PROPERTY on or about the PROPERTY on or after the Commencement Date.

- (d) Compliance with Law. The LESSEE hereby covenants to the City that it will comply with all ordinances of the City of Flint governing signage, outside storage, land use and other local requirements as well as county, state and federal laws applicable to the use and operation of the PROPERTY.

7. **Maintenance and Repairs.**

- (a) Obligation to Maintain and Repair. The LESSEE shall maintain and repair the PROPERTY and all of its equipment placed on the PROPERTY, to keep them free of defects and dangerous conditions, and otherwise in a condition to always reflect well on the LESSEE and the City. The LESSEE will promptly clean up trash and debris and remove any graffiti on the PROPERTY occurring during the term of the lease. The LESSEE shall promptly address any unsafe or defective conditions, may reasonably control access to the PROPERTY and its facilities to ensure they are safely and appropriately used, and shall ensure that any improvements are maintained as needed so they last their expected useful life.

The PROPERTY, all improvements on or to the PROPERTY and all equipment located on the property shall generally be maintained in a condition in keeping with general standards applicable to similar facilities. Prior to contracting for or conducting any major repairs or upgrades to the PROPERTY, LESSEE shall notify the City of the intended repairs/upgrades, the identity of the contractor(s) performing the repairs/upgrades, and any bids received, and shall not proceed until written approval is granted by the City through its City Administrator.

The City will be responsible for any major repair to the building, roof, furnace, air conditioning, plumbing, or any other major repair to the building or grounds costing more than \$2500.00. LESSEE must give the City prompt notice of any need for major maintenance or repair(s) exceeding \$2500.00, along with cost estimates from at least two licensed contractors capable of doing the work. All repairs costing less than \$2500.00 are considered minor and are the responsibility of the Lessee. The Lessee understands and agrees that this may include repairs to the above-mentioned items in this provision, except building foundation, and understands and agrees that the City will cover all costs exceeding \$2500.00 for any above-mentioned repairs in this provision.

- (b) City's Right to Remedy Conditions. If, at any time, the City is reasonably displeased with the conditions of the PROPERTY, any improvements to the PROPERTY, or any of the LESSEE's equipment on the PROPERTY, it shall notify the LESSEE. If the City is still reasonably displeased after allowing the LESSEE a reasonable period to cure not to exceed 30 days, and the City shall have the right to make such repairs and perform such maintenance as reasonably necessary to reasonably satisfy the City. The LESSEE shall promptly (within 30 days of the LESSEE's receipt of an invoice) reimburse the City for the costs incurred to perform such maintenance or repairs. To the extent such maintenance and repairs exceed what is reasonably necessary to comply with subsection (a), the LESSEE shall be obligated only to reimburse the City for such costs, if any, that were needed to comply with subsection (a).
- (c) Emergency Conditions. If the City reasonably determines that immediate or urgent maintenance or repairs are necessary to ensure the public health or safety, the City shall verbally notify the LESSEE of the necessity for such maintenance or repairs and the LESSEE shall act promptly to make such maintenance or repairs. If the LESSEE fails to promptly make such maintenance or repairs, the City may do so and bill the LESSEE for the City's costs of doing so.

8. **Liens.** The LESSEE shall not, without the City's prior written consent, permit any liens to be placed or to remain against the PROPERTY or any improvements on or to the PROPERTY.

9. **Default and Breach.**

(a) **Default.** Any material breach, other breach of any provision of this Agreement which remains uncured 30 days after written notice to the breaching party, or any repeated breaches of this Agreement within any two-year period, shall constitute a default. If Lessee is in default, the City may, in addition to any other remedies available at law or in equity, terminate this Agreement or it may perform for the defaulting party pursuant to paragraph (b) below.

(b) **City's Right to Cure Default.** If the LESSEE fails to comply fully with any of its obligations under this Agreement (including, without limitation, its obligations to make repairs, maintain various policies of insurance, comply with all laws, ordinances and regulations and pay all bills for utilities), then the City shall have the right, at its option, after notice to the LESSEE (except in an emergency) to cure such breach at the LESSEE's expense. The LESSEE agrees to reimburse the City (as additional rental) for all costs and expenses incurred as a result thereof together with interest thereon promptly upon demand, at a rate equal to ten (10%) percent per annum.

(c) **Legal Action.** To the extent not prohibited by law, in any action brought to enforce any provision of this Agreement: (i) the jurisdiction and venue shall be solely in the state courts in Genesee County, Michigan, and (ii) the prevailing party in any such action shall be entitled to recover its actual costs, actual reasonable attorneys' fees and other legal expenses, incurred to bring, maintain or defend any such action from its first accrual or notice thereof through all appellate and collection proceedings.

(d) **Failure to Require Strict Performance.** The City's failure to require strict performance by the Lessee of any of the provisions of this Agreement shall not waive or diminish the City's right to demand strict compliance therewith or with any other provisions. Waiver of any default shall not waive any other default. The City's rights under this Agreement are cumulative and not alternative.

10. **General Terms and Conditions**

(a) **Assignment and Subletting.** The LESSEE may not assign any of its rights, duties or obligations under this Agreement or its interest in this Agreement or the PROPERTY, and may not sublet this PROPERTY without the City's prior, written consent. This shall not prevent the LESSEE from licensing others to use the PROPERTY for the purposes permitted under this Agreement.

(b) **Covenant of Quiet Enjoyment.** The City covenants that the LESSEE, upon performing its covenants and agreements herein set forth, shall and may peacefully and quietly have, hold and enjoy said PROPERTY during the term of this Agreement.

(d) **Destruction of PROPERTY.** If the PROPERTY is made partially or wholly untenantable by fire or other casualty during the Term: (i) all of the insurance proceeds received by City and the LESSEE on account of such casualty shall be used to repair, restore or rehabilitate the PROPERTY as speedily as possible, and the LESSEE shall be responsible for any proportion of the cost of such repair, restoration or rehabilitation not covered by insurance; and (ii) any rent due under this Agreement shall be abated for such period of untenability, and if only a portion of the PROPERTY is untenantable, then the rent shall be prorated as to the portion made untenantable provided, however, no rent due under this Agreement shall be abated unless such rent is reimbursed by loss of rent insurance. The

PROPERTY shall be rebuilt as nearly as possible to the specifications of the Building unless otherwise agreed to by the Parties.

Notwithstanding anything contained herein to the contrary, if the PROPERTY is made partially or wholly untenable by fire or other casualty during the term of this Agreement and the City determines in its sole discretion that it is economically infeasible to repair, restore or rehabilitate the PROPERTY, the City may terminate this Agreement. In the event of such termination, the City shall be entitled to all of the insurance proceeds received by the City and the LESSEE with respect to the PROPERTY.

- (e) Entry and Inspection. The LESSEE shall permit the City or its agents to enter onto the PROPERTY at any time, for the purpose of inspecting the PROPERTY, or upon reasonable notice to exhibit the PROPERTY to potential purchasers thereof.
- (g) Notices. All notices under this Agreement shall be in writing and delivered in person or by regular, first class mail to the addresses first written above or such other address as is provided from time to time by notice.
- (h) Interpretation. This is the entire Agreement between the parties as to its subject matter. It supersedes any other Agreements, whether written or verbal, expressed or implied. It may not be modified or amended except in writing signed by the parties. This agreement shall inure to the benefit of and shall be binding upon the parties hereto, their respective heirs, executors, administrators, legal representatives, successors and assigns. This Agreement may be signed by the parties hereto by means of electronic signature, utilizing Adobe Acrobat or a like program with similar security features.

The captions are for convenience only and shall not affect its interpretation, but the Recitals are an integral part of this Agreement. This Agreement shall be interpreted as if mutually drafted and the standard rule of construction that ambiguous language be construed against the drafter shall not apply to this Agreement.

The parties have signed this Agreement as of the date below.

CITY OF FLINT

LESSEE

By: _____
Its: Mayor

By: Ashley J. K... ..
Its:

Date signed: _____

Date signed: 7/19/24

Approved as to Form:

EXHIBIT A—LEGAL DESCRIPTION OF PROPERTY

240515-7



RESOLUTION NO.: _____

PRESENTED: 11-20-2024

ADOPTED: _____

RESOLUTION TO UTILIZE \$30,000.00 IN ARPA FUNDING TO THE CITY OF FLINT TRANSPORTATION DEPARTMENT FOR 9TH WARD PRIORITIES

BY THE CITY COUNCIL:

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 \$30,000.00 in ARPA funding, previously obligated for revenue replacement, for 9th Ward Priorities; and

WHEREAS, The Councilperson in the 9th Ward recommends allocating \$30,000 of ARPA Funds (Ward Account) to provide funding to the City of Flint Transportation Department for the installation of 12 Speed Humps in the amount of \$30,000.00; therefore

Funding is to come from the following account:

Account Number	Account Name	Subrecipient	Amount
101-101.209-801.000	Ward Priorities	City of Flint Transportation Department	\$30,000.00

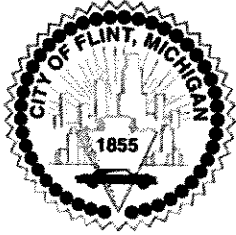
IT IS RESOLVED that the appropriate City Officials are hereby authorized to do all things necessary, including executing any necessary agreements, to appropriate funding to the City of Flint Transportation Department, in accordance with 9th Ward Priorities. Before the funds are spent, the City of Flint’s ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury final rules.

Approved as to Form:

For the City Council:

Joseph Kuptz, Acting City Attorney

240522-T



RESOLUTION NO.: _____

PRESENTED: 11-25-2024

ADOPTED: _____

RESOLUTION APPROVING APPOINTMENT OF MARSU HUSSEY TO THE BOARD OF THE FLINT HOUSING COMMISSION

Mayor Sheldon A. Neeley appoints Marsu Hussey, Flint resident, to the Board of the Flint Housing Commission to complete a 4-year term as a Resident Commissioner and filling the 5th seat on the board which has been vacant.

BE IT RESOLVED that the Flint City Council approves the appointment of Marsu Hussey to serve a three-year term on the Board of the Flint Housing Commission, with such term commencing immediately and expiring on November 30, 2028.

FOR THE CITY OF FLINT:

APPROVED BY CITY COUNCIL:

Sheldon A. Neeley, Mayor

APPROVED AS TO FORM:

Joseph Kuptz, Acting City Attorney

240523-T



RESOLUTION NO.: _____

PRESENTED: 11-25-2024

ADOPTED: _____

RESOLUTION APPROVING APPOINTMENT OF TREDALE KENNEDY TO THE BOARD OF THE FLINT HOUSING COMMISSION

Mayor Sheldon A. Neeley appoints Tredale Kennedy, Flint resident, to the Board of the Flint Housing Commission to complete the 4-year term of Leon El-Alamin (who resigned due to being elected to serve on the Flint City Council) until 8/31/2026.

BE IT RESOLVED that the Flint City Council approves the appointment of Tredale Kennedy to serve a three-year term on the Board of the Flint Housing Commission, with such term commencing immediately and expiring on August 31, 2026.

FOR THE CITY OF FLINT:

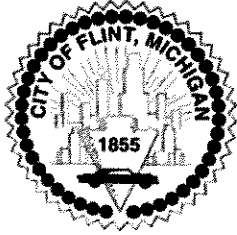
APPROVED BY CITY COUNCIL:

Sheldon A. Neeley, Mayor

APPROVED AS TO FORM:

Joseph Kuptz, Acting City Attorney

240524-T



RESOLUTION NO.: _____

PRESENTED: 11-25-2024

ADOPTED: _____

RESOLUTION APPROVING APPOINTMENT OF BOB BROWN TO THE BOARD OF THE FLINT HOUSING COMMISSION

Mayor Sheldon A. Neeley appoints Bob Brown, Flint resident, to the Board of the Flint Housing Commission to complete a 4-year term filling the vacancy from the resignation of Chelesia Brown whose term goes until 8/31/25.

BE IT RESOLVED that the Flint City Council approves the appointment of Bob Brown to serve a three-year term on the Board of the Flint Housing Commission, with such term commencing immediately and expiring on August 31, 2025.

FOR THE CITY OF FLINT:

APPROVED BY CITY COUNCIL:

Sheldon A. Neeley, Mayor

APPROVED AS TO FORM:

Joseph Kuptz, Acting City Attorney