

The Future of Hasselbring Senior Center



Presented by Ed Taylor
Chief of Staff, City of Flint



Facts about Hasselbring :

- The Senior Center is NOT CLOSING
- The City is NOT charging fees to seniors
- The City of Flint is taking over operations of the senior center, as it was prior to the Emergency Manager
- All city ordinances will be followed (inclusive of alcohol on premises)

HASSELBRING PARK

Senior Community Center



Hours

6 a.m. - 10 p.m.



How we got to this point :

- Since 2016 the center has been operating without an updated lease agreement, with the City only receiving \$1 per year (totaling \$8 through 2024) in rent from the center
- During that time, the service providers have received more than \$1 million of County millage money
- The City has been working to bring all current lease agreements up to date citywide

HASSELBRING PARK

Senior Community Center



Hours

6 a.m. - 10 p.m.



How we got to this point :

- The City not been able to ascertain how much money has been generated through third-party rentals of the center
- After several months of negotiating new terms, an agreement was reached



Sheldon Neely Mayor

Joseph N. Kuptz Acting City Attorney

CITY OF FLINT,
MICHIGAN
Department of Law

VIA EMAIL [REDACTED]

August 16, 2024

Hasselbring Senior Center
Attn: Beverly Lewis
Attn: Percy Knapp

Re: HASSELBRING SENIOR CENTER

Mr. Knapp and Ms. Lewis:

On August 12, 2024, Flint City Council failed to authorize the City of Flint (the "City") to enter into the replacement Lease Agreement by and between the City and Hasselbring Senior Center ("Hasselbring"). As you know, that agreement was negotiated at length between the City and Hasselbring.

On August 13, 2024, the City sent you correspondence insisting that Hasselbring immediately cease and desist from all third-party rentals, effective immediately. This was done to protect the City from potential liabilities.

Subsequently, the City attempted to schedule a meeting with both of you to discuss how to move forward regarding your organization's operation of the senior center. The City wanted to ensure that the needs of City of Flint senior citizens were being adequately met. However, in response, the City received a text message from Ms. Lewis refusing to meet with the City and asserting unfounded allegations.

Therefore, in order to ensure that the senior citizens of the City of Flint receive high-quality programming at the City's Hasselbring Senior Center, it is compelled to place the operation of the Center out for bid.

The City will provide additional notification of when your entity's vacation of Hasselbring will be necessary. In the meantime, the City trusts that your organization will continue to provide for the operation of Hasselbring as a senior citizen center, along with the activities and events directly related thereto.

In addition, as the third-party rentals are not a function of the operation of Hasselbring as a senior citizen center, the City again insists that those rentals cease immediately.

If you have any questions or concerns regarding this, do not hesitate to contact me.

Thank-you.

Sincerely,

Joseph N. Kuptz
Acting City Attorney

How we got to this point :

- Flint City Council failed to vote on the signed lease agreement with the current managing service provider of the center in August
- The managing service provider was notified by letter from the City Attorney
- The letter also ordered the managing party to immediately cease and desist third-party rentals



CITY OF FLINT, MICHIGAN
Department of Law

Joseph N. Kuptz
Acting City Attorney

Sheldon Neely
Mayor

VIA EMAIL [REDACTED]

August 30, 2024

Hasselbring Senior Center
Attn: Beverly Lewis
Attn: Percy Knapp

Re: **HASSELBRING SENIOR CENTER**

Mr. Knapp and Ms. Lewis:

In follow-up to my prior correspondence, the City of Flint has recently learned that on August 23, 2024, Hasselbring Senior Center allowed a third-party rental. This is in direct contravention to the City's demands that Hasselbring cease and desist from these types of rentals.

The City has previously explained to you that because of the failure of City Council to authorize the City to enter into the replacement Lease Agreement that was negotiated at length between the City and Hasselbring, any third-party rentals must cease. The negotiated and mutually agreed upon lease contained a number of protections for the City, including insurance and indemnification provisions.

The City again insists that Hasselbring cease and desist from any further third-party rentals. If these continue, the City will be compelled to pursue all options available to it for its protection.

Again, this renewed demand does not affect your operations of Hasselbring as a senior citizen center, and the activities and events directly related thereto.

How we got to this point :

- The day after the letter was sent, a party was held in which participants brought alcohol on the premises
- The City again sent a letter calling for an end to third-party rentals allowing alcohol on the premises, asking them to abide by the already established rules within the lease agreement
- The letter in no way affected regular services for seniors

City Ordinance:

§ 6-6 CONSUMPTION IN PUBLIC PROHIBITED; POSSESSION OR CONSUMPTION IN PUBLIC PARK OR PARKWAY PROHIBITED; EXCEPTION.

No alcoholic liquors or beer shall be consumed on the public streets, parks or in any other public places, including any store or establishment doing business with the public not licensed to sell alcoholic liquor or beer therein.

No person shall have in his possession or under his or her control, any alcoholic liquor or beer upon or within any public park or parkway; provided, that such possession and consumption of alcoholic liquor or beer may be permitted within buildings or structures under the jurisdiction of the Department of Parks and Recreation where not otherwise prohibited by law, upon the securing of permission from the Director of the Department of Parks and Recreation.



CITY OF FLINT, MICHIGAN
Department of Law

Joseph N. Kuptz
Acting City Attorney

Sheldon Neely
Mayor

VIA EMAIL [REDACTED]

September 13, 2024

Hasselbring Senior Center

Re: **FINAL NOTICE TO CEASE AND DESIST THIRD-PARTY RENTALS OF THE HASSELBRING SENIOR CENTER**

To Whom It May Concern:

As the Lease Agreement between the City of Flint and Hasselbring Senior Center ("Hasselbring") makes clear, the premises is to be operated solely as a senior citizen center. The lease also stipulates that Hasselbring must abide by the applicable Premises Rules as established by the City.

The City has provided demands to Hasselbring on multiple occasions that it immediately cease and desist from all third-party rentals. Hasselbring has failed to date to do so, and you have confirmed by letter dated September 11, 2024 that it is refusing to do so. These third-party rentals have no relation whatsoever to the operation of Hasselbring as a senior citizen center.

The City therefore again issues a **FINAL DEMAND TO CEASE AND DESIST** all third-party rentals of the Hasselbring Senior Center. Failure to do so will result in the City moving forward to protect its interests and those of the senior citizens that it serves.

As noted, this demand does not affect in any way your operation of Hasselbring as a senior citizen center, and the activities and events directly related thereto.

If you have any questions or concerns regarding this, do not hesitate to contact me.

How we got to this point :

- In September the City Attorney sent a third cease and desist notice to Hasselbring's management
- The letter stated that all third-party rentals of the premises must stop, and that the center is to be SOLEY operated as a senior citizen center
- Hasselbring management sent a letter September 11 refusing to stop the third-party rentals



1002 W. Home Avenue – Flint, MI 48505
Phone: 810.766.9516 Fax: 810.221.7893
Email: hasselbring1002@gmail.com

Beverly Lewis, Director
Hasselbring Senior Center
1002 W Home Ave
Flint, MI 48505
September 11, 2024

Joseph N. Kuptz
Acting City Attorney
City of Flint, Michigan
Department of Law
1101 Saginaw St, Room 203
Flint, MI 48502

Re: Response to Cease and Desist Notice Dated August 13, 2024

Dear Mr. Kuptz,

I am in receipt of your letter dated August 13, 2024, demanding that the Hasselbring Senior Center (Hasselbring) immediately cease and desist all third-party rentals, effective immediately. Upon review of the claims made, I must vehemently reject the assertions and demands as outlined in your correspondence. Furthermore, I find your threats to be without legal basis and an egregious overstep of authority. The City of Flint's actions, as communicated in your letter, subject Hasselbring and its representatives to potential harm and create a basis for legal action against the City.

REBUTTAL OF CLAIMS

1. ALLEGED FAILURE OF FLINT CITY COUNCIL TO AUTHORIZE LEASE AGREEMENT:
The failure of Flint City Council to approve the lease agreement is an internal matter within the purview of the City. Hasselbring has operated in full compliance with the terms of the previous lease agreement, which remains in effect until properly modified or terminated under Michigan law. The City's failure to authorize the agreement cannot be used as justification to demand the cessation of lawful business activities.

2. CEASE AND DESIST DEMAND:
Your demand for Hasselbring to immediately cease and desist third-party rentals is without merit and lacks enforceability under Michigan law. There has been no formal adjudication, court order, or administrative ruling to justify such an action. As such, we will continue operations as usual. Any interference with our lawful business activities may give rise to civil allegations of TORTIOUS INTERFERENCE (Mich. Comp. Laws § 600.2919a) with contractual and business relations, for which we will seek compensatory damages.

3. INSURANCE AND INDEMNIFICATION PROVISIONS:
Hasselbring has consistently maintained the required insurance coverage and indemnification agreements necessary for third-party rentals. The City's claims of concern over liability are baseless and speculative.

2023-2024 Hasselbring Board of Directors
President-Peroy Knapp Vice President-Kimberly Robbins
Secretary-VACANT Treasurer-Genell Crain-Reeves Sgt. At Arms-Ronnie Russell
JoeAnn Carrigan Bonnie Grass Holly Wilson Kareem Snell



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Email: hasselbring1002@gmail.com

To suggest that we are operating without proper precautions amounts to RECKLESS ENDANGERMENT OF THE TRUTH, and we reserve the right to pursue this in civil court under claims of DEFAMATION OF CHARACTER (Mich. Comp. Laws § 600.2911), should this false narrative continue.

LEGAL ALLEGATIONS AGAINST THE CITY

Due to the City's unfounded claims and threats, we are prepared to file the following civil allegations should this cease-and-desist notice not be immediately rescinded:

- DEFAMATION OF CHARACTER:
The City's statements in this notice, particularly any implications that Hasselbring is operating unlawfully or without due diligence, have caused damage to our reputation. We view these statements as a direct attack on our standing in the community, and we will seek damages under MICHIGAN DEFAMATION LAW (Mich. Comp. Laws § 600.2911).
- RECKLESS ENDANGERMENT OF THE TRUTH:
Your letter contains several factual inaccuracies and distortions regarding Hasselbring's operations and obligations. The dissemination of these falsehoods, in an official capacity, has caused significant harm to our organization and may lead to legal repercussions under MICHIGAN'S CIVIL LIABILITY STATUTES.
- EMOTIONAL AND MENTAL STRESS:
The aggressive nature of your demands, combined with the uncertainty and distress caused to Hasselbring's leadership and staff, gives rise to claims of INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS (IIED). Under Michigan law, actions that are extreme and outrageous, which cause severe emotional distress, are actionable. The City's conduct here falls squarely within this category.
- CIVIL RACKETEERING (RICO):
The City's pattern of baseless legal threats, coupled with its interference in Hasselbring's lawful business activities, may give rise to civil racketeering claims under MICHIGAN'S RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS (RICO) ACT (Mich. Comp. Laws § 750.159). Should it be revealed that these actions form part of a broader effort to unlawfully target businesses, we will pursue this claim vigorously.
- TORTIOUS INTERFERENCE WITH BUSINESS RELATIONS:
The City's attempts to interfere with third-party rentals, without legal grounds, constitutes TORTIOUS INTERFERENCE with our business and contractual relations. We will seek damages as allowed under MICHIGAN TORT LAW (Mich. Comp. Laws § 600.2919a) for any loss of business or contractual opportunities caused by these actions.
- INTIMIDATION AND CIVIL EXTORTION:

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The City's threats to immediately cease operations, without legal justification, rise to the level of CIVIL EXTORTION and INTIMIDATION. These actions violate Michigan law, and we are prepared to file claims under Mich. Comp. Laws § 750.213, which governs unlawful threats intended to extract compliance or concessions under duress.

LEGAL ACTION WARNING

Please be advised that if the City of Flint does not retract the cease-and-desist notice and cease all attempts to unlawfully interfere with Hasselbring's operations, we will immediately proceed with legal action. This will include filing claims for DEFAMATION, RECKLESS ENDANGERMENT OF THE TRUTH, EMOTIONAL AND MENTAL STRESS, CIVIL RACKETEERING, TORTIOUS INTERFERENCE, INTIMIDATION, and CIVIL EXTORTION. Each of these claims is well-grounded in Michigan law, and we intend to pursue every available legal avenue to seek redress.

We demand a response within five (5) business days of this letter. Failure to respond will result in the initiation of formal legal proceedings.

Sincerely,

Beverly Lewis, Director
Hasselbring Senior Center
1002 W Home Ave
Flint, MI 48505
(810) 766-9516

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on the 1st day of each month. In addition, on the first day of each month, Tenant will also pay the Additional Rent by depositing with the City an amount equal to 1/2 of the estimated Additional Rent for each Lease Year, as reasonably determined by the City. If the funds deposited with the City are insufficient to pay the Additional Rent in full, Tenant will, immediately on demand by the City, deposit with the City additional funds required to reimburse the City for all expenses incurred in connection with the Premises, including Insurance, Utilities, and any other charge imposed by this Lease. If the funds deposited with the City exceed the amount required for the payment of the Additional Rent, the City will credit the excess to the payment of future Additional Rent.

The following terms shall also apply during the Lease Period.

- a. Tenant shall permit the City to enter the Premises for the purpose of inspection upon 48 hours' notice. Tenant shall permit the County to, at reasonable times and without notice, visit and inspect the Premises and discuss or survey the Premises' activities with seniors who agree to participate. Tenant shall deliver to the City a duplicate set of all keys used for all buildings on the Premises and deliver to the City new keys whenever any locks are changed.
- b. Tenant will be solely responsible for ensuring that the Premises are used solely for the Designated Use and for no other purpose. Tenant will not use the Premises in any manner that violates the Premises Rules or Applicable Laws. The City may amend the Premises Rules in its sole discretion.
- c. Tenant agrees that it will comply with all terms and conditions imposed on the City by Genesee County in regards to the operation of senior citizen centers. In particular, Tenant will comply with all terms and conditions as stated in the applicable contract between the City and County. Tenant will also comply with all other terms and conditions necessary to ensure that the operation of the center is operated in compliance with legal and contractual requirements, regardless of whether Tenant is a party to the contract.
- d. Tenant will be allowed to submit the expenditures to the County directly for reimbursement. Tenant shall hold harmless the City from any expenditures not reimbursed by the County for any reason, without limitation.
- e. Tenant must maintain the Premises (inclusive of fire suppression and all other safety systems) in good repair to the reasonable satisfaction of the City, in a clean and safe condition, and in accord with Applicable Laws. Tenant's obligation includes any alterations to the Premises that are required for the Premises and Designated Use to comply with the Americans with Disabilities Act of 1990. Tenant shall be responsible for the day-to-day maintenance, repairs, and cleaning of the premises. Maintenance and repairs shall not include any major repairs (defined as repairs, estimated to be in excess of \$1,000.00, to the parking lot lighting, HVAC, cement, water system, sewer system, electrical system, roof, paving, plumbing, drainage, doors and windows, and structural or foundational issues involving the building or garage). The City has the sole discretion in determining scheduling for such repairs. Tenant's sole remedy shall be to

From page 2 of the Hasselbring lease agreement with the City:

“Tenant will be solely responsible for ensuring that the Premises are used SOLELY for the Designated Use and for no other purpose. Tenant will not use the Premises in any manner that violates the Premises Rules or Applicable Laws.”

Tenant will be solely responsible for ensuring that the Premises are used solely for the Designated Use and for no other purpose. Tenant will not use the Premises in any manner that violates the Premises Rules or Applicable Laws. The City may amend the Premises Rules in its sole discretion.

The two days following the third letter:



'Old School Sundays'

Starting Sunday- September 15, 2024
Hasselbring Senior Center
1002 W. Home Ave
Flint, MI. 48504
5:00pm-10:00pm \$5.00 @ the door

Old School Music...Old School Vibe!
Dancing, Mingling & Karaoke.
The 1st 3 Sundays of each month!

Hors d'oeuvres provided BYOB

This event is sponsored by Teresa Sanders



Ultimate
GRANDPARENTS
PARTY

WELCOME TO NYC

SEPTEMBER 14, 2024 | 6:00PM

TICKETS: \$15 PER PERSON | \$25 PER COUPLE

BYOB!

DONATIONS & VENDOR FEE \$50 FOR INFORMATION
PLEASE CONTACT LINDA @ 810.610.6528

HASSELBRING CENTER
1002 WEST HOME AVE, FLINT, MI

HASSELBRING PARK

Senior Community Center



Hours

6 a.m. - 10 p.m.



What happens next:

- Operation of Hasselbring Senior Center will return to the City of Flint beginning January 2025
- City staff will maintain services at the center with no interruption to seniors
- The City will reach out to seniors to find out what other services they would like to see at the center, then work to make those changes happen

HASSELBRING PARK

Senior Community Center



Hours

6 a.m. - 10 p.m.



What happens next:

- No deposits should be given to the current service provider for rentals occurring in 2025 as the current provider will no longer be in charge of operations of the center
- Notify Det. Dana Daniels of the Flint Police Fraud Division at 810-237-6929 if you or someone you know has already paid a deposit to hold a date in 2025



New Programs

- Travel Club – This will include trips to casinos, museums, shopping trips, indoor and outdoor sporting events, and more!
- Activities and Wellness – Yoga, ping-pong, pickleball, choir and a chorus line, Walkabout and water aerobics
- Education – Literacy, intro to negotiation and other life skills
- Support Groups – Grandparents Raising Grandchildren, Widows & Widowers, Caregivers, Singles, Mental Health and Elder Abuse



New Programs

- Annual Volunteer Appreciation Luncheon – Recognizing the work of those helping others
- Free monthly dinners for seniors 80 years of age and older
- Monthly birthday celebrations for residents over 55 years old
- Jazz and Brunch – Good music accompanying good food
- Trans-generational programs to bring seniors and youth together
- Zooming Boomers – Walking trips to areas around the state