

## OFFICE OF THE CITY COUNCIL



### MEMORANDUM

To: Whom It May Concern  
From: Jasmine Green - City Council Secretary  
Date: January 11, 2025  
RE: **CITY COUNCIL APPROVED RESOLUTIONS/ORDINANCES**  
**(January 8, 2025)**

The attached copies of City Council APPROVED resolutions, and Ordinances (as listed below) are being distributed to you as a matter of record.

Agenda items that were FAILED, and/or POSTPONED INDEFINITELY/DROPPED by council are noted here as well. Thank you.

#### **RESOLUT\_IQNS (as ADOPTED by City Council - January 8, 2025)**

240405.1-T 240446-T 240447-T 240451-T 240457-T 240481-T  
240482-T 240497-T 240499-T 240502-T 240512-T 240551-T  
240579-T 240581-T 240584-T 240586-T 240592-T 250003-T  
250004-T 250005-T

NOTE:

**ORDINANCES (as ADOPTED by City Council - January 8, 2025)**

NOTE: (Every adopted ordinance is subject to veto by the Mayor)

#### **MISC AGENDA ITEMS (as FAILED, or POSTPONED INDEFINITELY/DROPPED by City Council - January 8, 2025)**

##### **FAILED-**

**POSTPONED INDEFINITELY- Reso. No. 240516-T- The Lighthouse Group/Property and Terrorism Insurance Coverage (POSTPONED INDEFINITELY in Special City Council); Reso. No. 240580-T- The Lighthouse Group/High-Valued Vehicle and Equipment Coverage (POSTPONED INDEFINITEY in Special City Council); Reso. No. 240501-T - The Lighthouse Group/Excess General Liability Insurance Coverage (POSTPONED INDEFINITELY in Special City Council).**

#### **MUNICIPAL CENTER**

1101 S. SAGINAW STREET

FLINT, MICHIGAN 48502

(810) 766 7418

FAX (810) 766-7032

TDD (810) 766-7120



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

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

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

240405.1-7

10-09-2024

JAN 08 2025

**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:**

[Signature]

**Approved as to Form:**

**Approved as to Finance:**



# CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

*Joseph Kuptz*

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

Joseph Kuptz, City Attorney

*Phillip 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.

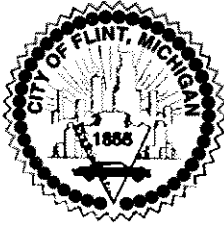
## **Section II. PREVIOUS ALLOCATIONS (INCLUDE ALL ACCOUNTS USED FOR THIS PURPOSE)/ PROVIDE RESOLUTION OR CONTRACT INFORMATION THAT APPLIES**

## **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.

Seamus Bannon (Oct 8, 2024 13:52 EDT)

240446-T



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

PRESENTED: 10-9-2024

ADOPTED: 1-8-2025

**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**

[Signature]

**APPROVED AS TO FORM:**

[Signature]  
Joseph Kuptz (Oct 1, 2024 13:32 EDT)

**Joseph Kuptz, Acting City Attorney**

**APPROVED AS TO FINANCE:**

[Signature]  
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  
Carissa Dotson (Oct 1, 2024 12:29 EDT) **Date:** 10/01/20

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

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

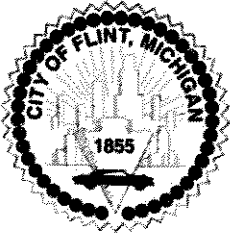
STAFF RECOMMENDATION: (PLEASE SELECT): ☒ **APPROVED** ☐ **NOT**

**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.:

240447-7

PRESENTED:

10-9-2024

ADOPTED:

1-8-2025

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
	<b>FY2025 TOTAL</b>	<b>\$27,996.00</b>

**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:

Joseph Kuptz (Oct 2, 2024 12:36 EDT)

Joseph Kuptz, Acting City Attorney

APPROVED AS TO FINANCE:

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

Phillip Moore, Chief Financial Officer

FOR THE CITY OF FLINT:

CLYDE D EDWARDS / A0312 (Oct 2, 2024 14:39 EDT)

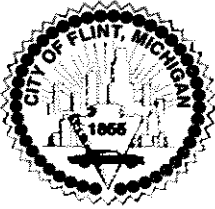
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:

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:



# CITY OF FLINT STAFF REVIEW FORM

Revised September 3, 2024

Dept.	Name of Account	Account Number	Grant Code	Amount
Police	APRA-Bldg Additions & Improve	287-305.701-976.000	FUSDT-CSLFRF	\$21,242.00
Police	Equipment	101-301.000-977.000		\$6,754.00
		<b>FY-25 GRAND TOTAL</b>		<b>\$27,996.00</b>

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: 25-0009389

ACCOUNTING APPROVAL: Candice Smith Date: \_\_\_\_\_  
Candice Smith (Sep 30, 2024 13:42 EDT)

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☒

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

DEPARTMENT HEAD SIGNATURE: Terence Green  
Terence Green (Oct 1, 2024 08:25 EDT)  
*(Terence Green – Chief of Police)*



# 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.

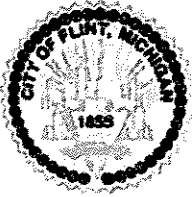
Sincerely,

*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 09:13 EDT)

**Jane Mager, Acting Chief Financial Officer**

**FOR THE CITY OF FLINT:**

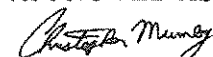
  
Clyde D. Edwards (Jul 20, 2023 19:13 EDT)

**Clyde Edwards, City Administrator**

**APPROVED BY CITY COUNCIL:**



**APPROVED AS TO PURCHASING**



**Christopher Mumby, Interim Purchasing Manager**



PROPOSAL #25000501

BY THE CITY ADMINISTRATOR:

RESOLUTION NO.:

240451-7

PRESENTED:

10-9-2024

ADOPTED:

1-8-2025

**RESOLUTION TO SCHENA 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/FUSD-T-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:

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

APPROVED AS TO FINANCE:

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

FOR THE CITY OF FLINT:

Clyde D Edwards / AD309  
CLYDE D EDWARDS / AD309 (Sep 24, 2024 10:43 EDT)  
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

[Signature]

APPROVED AS TO PURCHASING:

Lauren Rowley  
Lauren Rowley, Purchasing Manager



## CITY OF FLINT STAFF REVIEW FORM

Revised September 9, 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 STAFF REVIEW FORM

Revised September 3, 2024

A resolution allocating ARPA funding for environmental remediation at City Hall was passed on 5/22/23, resolution #230149. The purpose was to mitigate hazardous environmental conditions such as mold at Flint City Hall.

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

Dept.	Name of Account	Account Number	Grant Code	Amount
Maint	Professional Services	287-230.200-801.000	FUSDT-CSLPRF	\$309,586.00
		FY25 GRAND TOTAL		\$309,586.00

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: 250009332

ACCOUNTING APPROVAL: Kathryn Neumann Date: \_\_\_\_\_  
Kathryn Neumann (Rep. 33, 2024 ALB 807)

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐

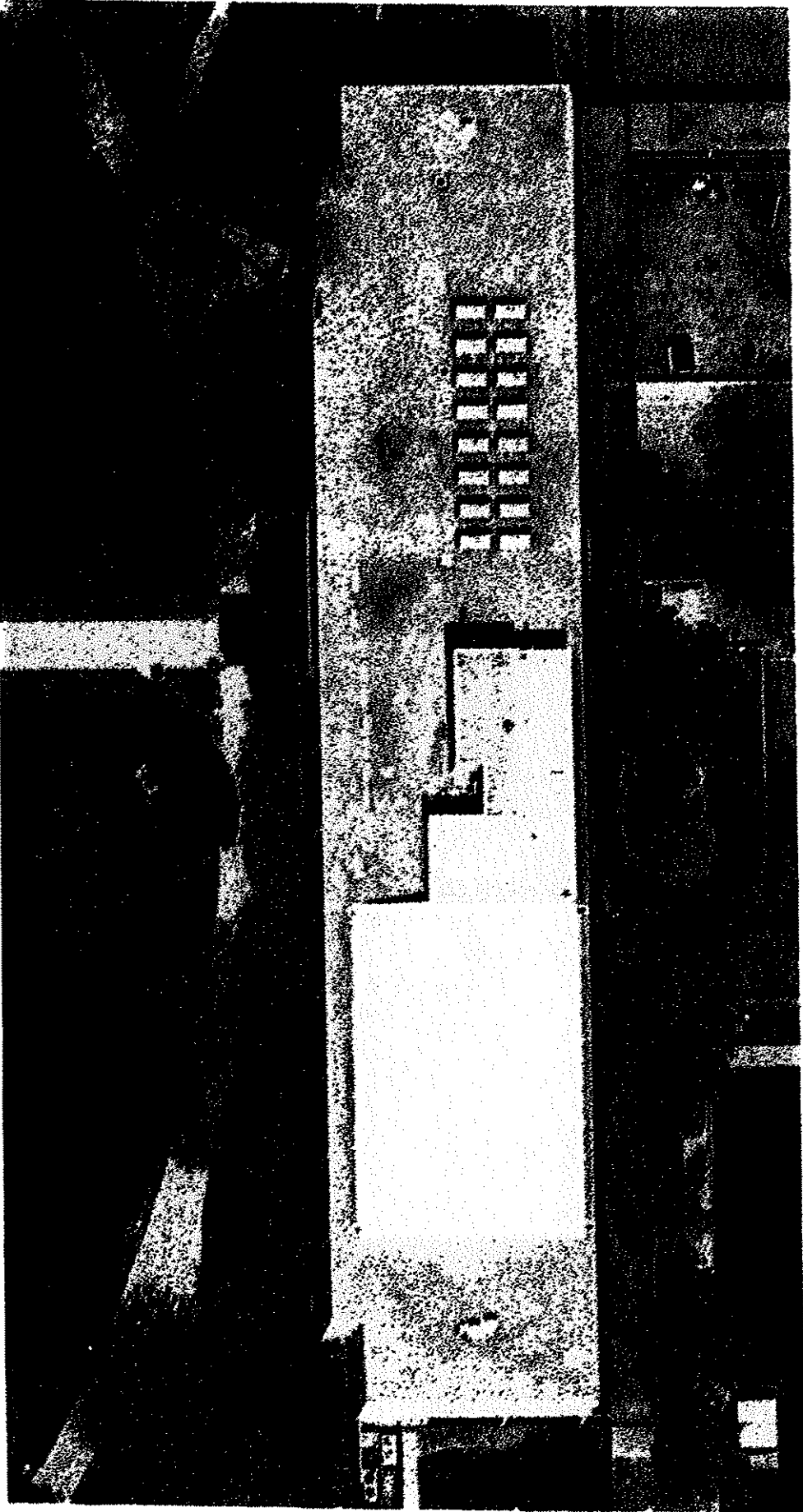
STAFF RECOMMENDATION: (PLEASE SELECT): ☒ APPROVED ☐ NOT APPROVED

DEPARTMENT HEAD SIGNATURE: Lee Osborne  
Lee Osborne (Rep. 33, 2024 ALB 807)  
(Lee Osborne, Facilities Maintenance Operations Manager)



# CITY OF FLINT

Overall Campus - Priority



<b>URGENT</b> HIGH PRIORITY ROOF ADDRESS	<b>CITY HALL</b> 1401 TACOMMY ST FLINT, MI 48902		<b>THE GARLAND COMPANY INC</b> 2000 EAST 9TH AVE - CLEVELAND, OHIO 44114-2700 PHONE (216) 321-5000 FAX (216) 441-0000
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**BID FORM B**

City of Flint

Roof Repair – City Hall Walkway  
P25000501**COPY**

To: City of Flint Department of Finance

Division of Purchases &amp; 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 KBR 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 1<sup>st</sup>, 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 For Full 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 sumAddenda Numbers #1 are hereby acknowledged

Respectfully Submitted,

SIGNATURE:

TITLE:

Estimator

BUSINESS NAME:

Schena Roofing & Sheet Metal Co., Inc

CONTRACTOR ADDRESS:

28299 Kehrigh 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 manufacturer involvement for this project. This minimum standard of quality has been established to protect the long-term interest of the City of Pilot. 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 ☒ YES ☐ NO
2. QTY OF INSTALLATIONS WITH SPECIFIED SYSTEM (LAST 12 MONTHS) Greater than (3)
3. (3) MUNICIPAL REFERENCES PROVIDED? ☒ YES ☐ NO
4. PREBID ATTENDANCE ☒ YES ☐ NO
5. PROXIMITY TO PROJECT LOCATION (GREATER THAN 65 MILES?) YES ☒ NO
6. ALL SPECIFICATION CRITERIA MET OR EXCEEDED? ☒ YES ☐ NO

### ROOFING SYSTEM AND MANUFACTURER QUALIFICATION FORM

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



(Witness)



Anna Vander Hoff

(Witness)

Schena Roofing and Sheet Metal Company, Inc.



Principal (Seal)

(Title)

Atlantic Specialty Insurance Company



(Surety)

Ashley Skelly, Attorney-in-Fact

(Title), (Seal)



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. Wolfand, Jason McLeland, Heidi Schlusser, Ashley Sholly, 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 the manually affixed.

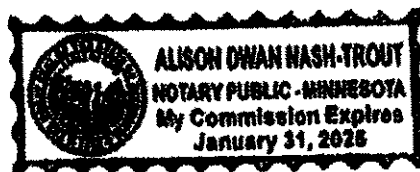
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020



STATE OF MINNESOTA  
HENNEPIN COUNTY

By   
Paul J. Brehm, Senior Vice President

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 signature as such officer was duly affixed and subscribed to the said instrument by the authority and on the direction of the Company.



  
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



This Power of Attorney expires  
January 31, 2025

  
Kara Barrow, Secretary



**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  
REMEDATION 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

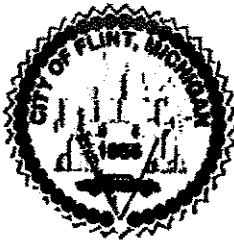
**FOR THE CITY OF FLINT:**

  
CLYDE D EDWARDS May 15, 2023 15:34 EDT

Clyde Edwards, City Administrator

**APPROVED BY CITY COUNCIL:**





RESOLUTION NO.:

240457-T

PRESENTED:

10-9-2024

ADOPTED:

JAN 08 2025

**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:

[Signature]

Approved as to Form:

[Signature]  
Joseph Kaptz (Oct 3, 2024 12:21 EDT)

Joseph Kaptz, City Attorney

Approved as to Finance:

[Signature]  
Philip Moore (Oct 3, 2024 13:12 EDT)

Philip 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



# CITY OF FLINT STAFF REVIEW FORM

Revised July 2, 2024

PRE-ENCUMBERED? YES ☐ NO ☐ REQUISITION NO:

ACCOUNTING APPROVAL: *[Signature]* 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 \$

BUDGET YEAR 2

BUDGET YEAR 3

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

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

DEPARTMENT HEAD SIGNATURE:

*Seamus Bannon*

Grants Management Officer  
*(Name, Title)*



RESOLUTION NO.: 240481-T  
PRESENTED: 10-23-2024  
ADOPTED: JAN 08 2025

**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:**

CLYDE D EDWARDS / A0323  
CLYDE D EDWARDS / A0323 (Oct 14, 2024 13:24 EDT)  
**Clyde Edwards, City Administrator**

**APPROVED BY CITY COUNCIL:**

**APPROVED AS TO FORM:**

JK  
Joseph Kuptz (Oct 14, 2024 12:54 EDT)  
**Joseph Kuptz, Acting City Attorney**

**APPROVED AS TO FINANCE:**

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 #240000000158. 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 X ☒ 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  
Cheri Priest (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

**LANSING**  
3800 North Grand River Avenue  
Lansing, MI 48906  
Telephone: (517) 321-8000

**SAGINAW**  
4800 AIS Drive  
Bridgeport, MI 48722  
Telephone: (989) 777-0090

**RICHMOND**  
65809 Gratiot Avenue  
Lenox, MI 48050  
Telephone: (586) 727-7502

**TRAVERSE CITY**  
8300 M-72 East  
Williamsburg, MI 49690  
Telephone: (231) 267-9513

**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	1	No Added Cost
	Vehicle labels translated to selected language with English labels. Includes labels for operator station, engine and backhoe controls options.		
0259	English	1	No Added Cost
	English language for operator's manual and electronic content. Includes operator's manual and 4G OM packet.		
1003	Cab	1	\$14,253.00 USD
	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		

<b>183E</b>	<b>JDLink™</b>	<b>1</b>	<b>No Added Cost</b>
	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.		
<b>3009</b>	<b>Autoshift Transmission - Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential</b>	<b>1</b>	<b>No Added Cost</b>
	5F/3R autoshift transmission.		
	Autoshift can be turned on/off in the SSM. When autoshift is off, the transmission will operate as a powershift.		
<b>4006</b>	<b>John Deere 4.5L - FT4/Stage IV</b>	<b>1</b>	<b>No Added Cost</b>
	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 catalysts with evacuator valve.		
	Automatic exhaust filter regeneration.		
	Glow plugs.		
	Electronically controlled, variable-speed cooling fan.		
<b>5250</b>	<b>Galaxy 21L-24 12PR Rear &amp; 12.5/80-18 10PR Front</b>	<b>1</b>	<b>No Added Cost</b>
	Requires axle code 3009.		
	Rear tire chains require wheel spacers (AT347522).		
<b>6152</b>	<b>Single Battery with Disconnect and Jump Post</b>	<b>1</b>	<b>No Added Cost</b>
	175 minute reserve capacity (950 CCA)		
	Recommended for use in ambient temperatures above 32 degrees F (0 degrees C).		

<b>6752</b>	<b>Extendible Dipperstick</b> Extended stabilizer legs; stabilizer overall width, operating: 13 ft. 3 in. (4.03 m.). Extendible dipperstick is controlled by roller on joystick.	<b>1</b>	<b>\$9,003.00 USD</b>
<b>6576</b>	<b>1000 lb. (454 kg.) Front Counterweight</b>	<b>1</b>	<b>\$1,515.00 USD</b>
<b>7001</b>	<b>Auxiliary Hydraulics with One Way Flow (Hammer)</b> 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.	<b>1</b>	<b>\$4,440.00 USD</b>
<b>7028</b>	<b>Pilot Controls, Two Lever, with Pattern Selection</b> Proportional auxiliary control and extendable dipperstick control integrated into pilot control levers.	<b>1</b>	<b>No Added Cost</b>
<b>7040</b>	<b>Three-Function Loader Hydraulics, Single Lever</b> 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.	<b>1</b>	<b>\$3,517.00 USD</b>
<b>7806</b>	<b>24 in. (611 mm.) Heavy-Duty Bucket, 6.9 cu. ft. (0.20 cu. m.)</b> Pin-on bucket includes 5 teeth, TK-system Fanggs	<b>1</b>	<b>\$2,286.00 USD</b>
<b>7705</b>	<b>Multi-Brand Quick Coupler - Less Thumb</b> 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.	<b>1</b>	<b>\$1,985.00 USD</b>
<b>7861</b>	<b>Multi-Purpose Bucket</b> 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	<b>1</b>	<b>\$12,770.00 USD</b>
<b>8109</b>	<b>Sun Visor</b>	<b>1</b>	<b>\$102.00 USD</b>
<b>8207</b>	<b>Seat, Cloth Air-Suspension</b> For enclosed Cab.	<b>1</b>	<b>\$541.00 USD</b>

<b>8313</b>	<b>Stabilizer Guard</b>	<b>1</b>	<b>\$551.00 USD</b>
	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.		
<b>8165</b>	<b>Auto Ride Control</b>	<b>1</b>	<b>\$2,513.00 USD</b>
<b>Field Installed Attachments</b>			
<b>AT31359</b>	<b>6 inch Amber Warning Light with LED Beacon and</b>		
<b>2</b>	<b>Magnetic Roof Mounting Kit</b>	<b>1</b>	<b>\$267.00 USD</b>
<b>AT43423</b>			
<b>6</b>	<b>Rubber Bumper for Grille Frame</b>	<b>1</b>	<b>\$248.00 USD</b>
<b>AT37125</b>			
<b>7</b>	<b>MFWD Wheel Fender Kit for 18 in. tires only</b>	<b>1</b>	<b>\$723.00 USD</b>
	Requires MFWD and 12.5/80-18 or 340/80R-18 front tires.		
<b>AT40890</b>	<b>Mounting kit for multi-purpose (ABC) Dry Chemical Fire</b>		
<b>3</b>	<b>Extinguisher</b>	<b>1</b>	<b>\$131.00 USD</b>
	Kit Does not Include Fire Extinguisher.		
<b>AT44842</b>			
<b>8</b>	<b>Hand Held Hydraulics</b>	<b>1</b>	<b>\$464.00 USD</b>
	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.		
<b>BYT1170</b>	<b>Selective Flow Control Kit (1 way flow for use with</b>		
<b>1</b>	<b>hammer or compactor)</b>	<b>1</b>	<b>\$1,847.00 USD</b>
	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.		
<b>Total</b>			<b>\$254,730.00 USD</b>

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.



RESOLUTION NO.: 240482-T  
PRESENTED: 10-23-2024  
ADOPTED: JAN 08 2025

**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 Sourcewell 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
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**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:**

CLYDE D EDWARDS / A0326  
CLYDE D EDWARDS / A0326 (Oct 16, 2024 13:22 EDT)

**Clyde Edwards, City Administrator**

**APPROVED BY CITY COUNCIL:**

**APPROVED AS TO FORM:**

Joseph Kuptz  
Joseph Kuptz (Oct 16, 2024 10:26 EDT)  
**Joseph Kuptz, Acting City Attorney**

**APPROVED AS TO FINANCE:**

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  
12800 Newburgh Rd  
Livonia, MI 48150  
+1 7347445557 [accounts@minicaminc.com](mailto:accounts@minicaminc.com)  
[www.minicaminc.com](http://www.minicaminc.com)



Estimate

ADDRESS	SHIP TO	ESTIMATE	2732-1
City of Flint, MI	City of Flint, MI	DATE	07/25/2024
1101 S. Saginaw St.	1101 S. Saginaw St	EXPIRATION	08/31/2024
Flint, MI 48502	Flint, MI 48502		

SALES REP'S  
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

Sourcewell Contract #: 032824-TRK City of Flint Sourcewell ID# 80495	SUBTOTAL	\$390,055.67
	TAX	0.00
	TOTAL	\$390,055.67

Accepted By  
  
Acceptance Date



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
<b>Mainline Crawler &amp; Camera Equipment</b>				
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. Optional Cable Guide - Use VGP350	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. 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.  AUX LIGHT/BACKEYE CAMERA - PROTEUS	3,570.00	3,570.00
<b>Lateral Launch Equipment</b>				
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 ynchronized 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. Inclinator &amp; multi-frequency sonde standard. Supplied with one set of 8 x 90mm rubber wheels &amp; Quick Release Wheel Lock.</p> <p>CAM050 LATERAL PAN &amp; TILT CAMERA Suitable for pipe sizes 3"+. Suitable for Lateral System.</p> <p>* Compatible w/ ASS-006-322 Lateral Pin</p> <p>* NOT compatible with CCP60/100 coilers</p>	19,410.00	19,410.00

### Wheels

6	QRW115SR/150	115MM SOFT RUBBER WHEEL Compatible with CRP140 & CPL150 - Use (4), LAT150 - Use (6), Quick Release Connection, Center In 8 - 15".	280.00	1,680.00
6	QRW140SR/150	140MM SOFT RUBBER WHEEL Compatible with CRP140 & CPL150 - Use (4), LAT150 - Use (6), Quick Release Connection, Center In 12 - 20".	310.00	1,860.00
4	QRW140XLSR/150	140MM SOFT RUBBER WHEEL WITH XL HUB Compatible with CRP140 & CPL150 - Use (4), LAT150 - Use (6), Quick Release Connection, Center In 12 - 24".	340.00	1,360.00
4	QRW90PCD/150	90MM POLY-CRYSTALLINE DIAMOND	550.00	2,200.00



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FOB

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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
<b>Tools &amp; Accessories</b>				
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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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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Quantity	Item Code	Description	Price per quantity	Amount
		<ul style="list-style-type: none"> <li>- High Traction Flooring</li> <li>- Kemlite Covered Walls &amp; Ceiling - Insulated</li> <li>- 110V Electrical Outlets</li> <li>- High Visibility Strobe Light Package</li> <li>- LED Directional Signal - Sub-Roofline Mounted</li> </ul>		
		<b>CONTROL ROOM:</b> <ul style="list-style-type: none"> <li>- 13,500 BTU A/C Unit</li> <li>- Partitlon Wall - Pass-Through Door - Observation Window</li> <li>- Counter Top Workstation</li> <li>- Overhead Storage Cabinet - Streetside</li> <li>- Storage Closet - Curbside</li> <li>- Bench Seat With Storage</li> <li>- LED Light - Ceiling Mounted</li> <li>- 120V Wall Mounted Heater</li> <li>- Rack Mount Storage</li> <li>- Printer/ Scanner</li> <li>- 34"" PBP Monitor</li> <li>- Worksite Viewing Monitor - Rear Facing Camera</li> </ul>		



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	Net 30	Alex	TBD			

Quantity	Item Code	Description	Price per quantity	Amount
		<b>REAR WORK AREA:</b> - 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





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

<b>Bill To:</b>
City of Flint
Flint, MI

<b>Ship To:</b>
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**

\*Quote is subject to manufacturer surcharges

<b>Proposed by Fredrickson Supply</b>
Alex Pummill
<b>Printed:</b> Alex Pummill

<b>Accepted by Customer</b>
<b>Printed:</b>

**Minicam Inc**

12600 Newburgh Rd

Livonia, MI 48150

+1 7347445557 [accounts@minicaminc.com](mailto:accounts@minicaminc.com)[www.minicaminc.com](http://www.minicaminc.com)**minicam**

## Specifications # 2732-1

SALES REPS

Fredrickson Supply

END USER/IN#

City of Flint, MI

## DESCRIPTION

QTY

## ◆ MAINLINE CRAWLER &amp; CAMERA

## EQUIPMENT ◆

VCU500US

VCU500 TRUCK MOUNTED CONTROL UNIT:

1

- 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

VIP07

7M LINK CABLE:

1

Van Interface Plate For Use With ACR Reels

ACR350US

1,150' FULLY SYNCHRONIZED REEL:

1

- Self Layering Level Wind With Built In Counter
- Removable Drip Tray
- Bluetooth Joystick Remote
- Cable Included

- Optional Cable Guide - Use VGP350

VGP350

VGP350 VAN MOUNTED ROLLER:

1

- Optional Add On For ACR350

CRP14

140MM PROTEUS CRAWLER:

1

- 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"

CAM028L	<p>CAM028L PAN&amp;TILT:</p> <ul style="list-style-type: none"> <li>- Lasers Standard for Measurement Functions</li> <li>- Hight Resolution - Adjustable Focus</li> <li>- Continuous Rotation - Auto-Home Feature</li> <li>- (6) High Powered &amp; Adjustable LED Lights</li> <li>- Pressurized to 14psi</li> <li>- 120:1 Zoom (10x Optical-12x Digital) &amp; 135Deg of Pan</li> <li>- Compatible with CRP140, CPL150 &amp; CRP300</li> </ul>	1
ALB300	AUX LIGHT/BACKEYE CAMERA - PROTEUS	1
	◆ LATERAL LAUNCH EQUIPMENT ◆	
LCR350US	<p>LCR350 - LATERAL CABLE REEL:</p> <ul style="list-style-type: none"> <li>- 1000' of cable and 165' of semi-flexible rod- Self layering mechanism keeps cable evenly wrapped on and off the reel</li> <li>- Cable payout and retrieval is synchronized with the crawler</li> <li>- Supplied with an extending guide arm roller system</li> <li>- Built in controls at the reel for cable tension adjustments during setup</li> </ul> <p>*Compatible with VCU500 Controller and ACR style mainline reels.</p>	1
LAT150	<p>LAT150 - LATERAL LAUNCH CRAWLER:</p> <ul style="list-style-type: none"> <li>- Inspect laterals from 3 inch and main sewers from 6 inch</li> <li>- 8-wheel drive, fully steerable and pressurized- Push rod deploy belts feed to a launch aiming unit for guiding lateral camera</li> <li>- Forward observation camera with LED light</li> <li>- Built-in backup camera with LED light</li> <li>- Inclinator &amp; multi-frequency sonde standard</li> <li>- Supplied with one set of 8 x 90mm rubber wheels &amp; Quick Release Wheel Lock</li> </ul>	1
CAM050LAT	<p>CAM050 LATERAL PAN &amp; TILT CAMERA:</p> <ul style="list-style-type: none"> <li>- Suitable for pipe sizes 3"+</li> <li>- Suitable for Lateral System</li> </ul> <p>* Compatible with ASS-006-322 Lateral Pin *</p> <p>NOT compatible with CCP60/100 coilers</p>	
	◆ WHEELS ◆	
QRW115SR/150	<p>115MM SOFT RUBBER WHEEL:</p> <p>Compatible With:</p> <ul style="list-style-type: none"> <li>- CRP140 &amp; CPL150 - Use (4)</li> <li>- LAT150 - Use (6)</li> <li>- Quick Release Connection</li> <li>- Center In 8 - 15"</li> </ul>	6
QRW140SR/150	<p>140MM SOFT RUBBER WHEEL:</p> <p>Compatible With:</p> <ul style="list-style-type: none"> <li>- CRP140 &amp; CPL150 - Use (4)</li> </ul>	6

	<ul style="list-style-type: none"> <li>- LAT150 - Use (6)</li> <li>- Quick Release Connection</li> <li>- Center In 12 - 20"</li> </ul>	
QRW140XLSR/150	140MM SOFT RUBBER WHEEL WITH XL HUB: Compatible With: <ul style="list-style-type: none"> <li>- CRP140 &amp; CPL150 - Use (4)</li> <li>- LAT150 - Use (6)</li> <li>- Quick Release Connection</li> <li>- Center In 12 - 24"</li> </ul>	4
QRW90PCD/150	90MM POLY-CRYSTALLINE DIAMOND: Compatible With: <ul style="list-style-type: none"> <li>- CRP140 &amp; CPL150 - Use (2) or (4)</li> <li>- LAT150 - Use (4) or (6)</li> <li>- Quick Release Connection</li> <li>- Center In 6 - 12"</li> </ul>	4
QRW115PCD/150	115MM POLY-CRYSTALLINE DIAMOND WHEEL: Compatible With: <ul style="list-style-type: none"> <li>- CRP140 &amp; CPL150 - Use (2) or (4)</li> <li>- LAT150 - Use (4) or (6)</li> <li>- Quick Release Connection</li> <li>- Center In 8 - 15"</li> </ul>	4
QRW140PCD/150	140MM POLY-CRYSTALLINE DIAMOND WHEEL: Compatible With: <ul style="list-style-type: none"> <li>- CRP140 &amp; CPL150 - Use (2) or (4)</li> <li>- LAT150 - Use (4) or (6)</li> <li>- Quick Release Connection</li> <li>- Center In 10" - 15"</li> </ul>	4
QRW250BT/150	10" BALLOON WHEEL: <ul style="list-style-type: none"> <li>- Compatible With PCC01 - Use (4)</li> <li>- Quick Release Connection- Center In 30 - 48"</li> </ul>	4
	◆ TOOLS & ACCESSORIES ◆	
PCC01	LARGE DIAMETER CRADLE: <ul style="list-style-type: none"> <li>- Compatible With CRP140 &amp; CPL150</li> <li>- Includes (4) 8" Balloon Tires- Center In 18 - 48"</li> <li>- Compatible With 140mm Rubber Wheels</li> <li>- Option To Add (4) 10" Wheels. Use QRW250BT</li> </ul>	1
ASS-006-322	CAM050 LATERAL PIN: <ul style="list-style-type: none"> <li>- Suitable for entering 4" lateral connections from a 6" main (&amp; larger)</li> <li>- Assists operator in alignment of camera during deployment</li> </ul>	1
PKP01	PRESSURIZATION KIT: <ul style="list-style-type: none"> <li>- Compatible With All Proteus Equipment</li> <li>- Carry Case</li> <li>- Regulator, hose and charging valve</li> <li>- 2 x CO2 cartridges included</li> </ul>	1
CGP01	CABLE GUIDE PULLEY: Sub-Surface Cable Protection	1

TRP	TOP ROLLER PULLEY: Surface Level Cable Protection	1
◆VEHICLE & UPFIT◆		
E450G176-2W- DD36767	2024 Ford E450 Gasoline, DRW Cutaway Chassis, 176" Wheel Base, including:  <ul style="list-style-type: none"> <li>- 7.3L V8 Premium Engine</li> <li>- 6-Speed O/D Transmission</li> <li>- 4.56 Limited-Slip Axle</li> <li>- 14,500 GVWR Payload Package</li> <li>- Power Windows &amp; Locks</li> <li>- Remote Keyless Entry- AM/FM Stereo</li> </ul> <p>Includes: Rockport 16' L x 96" W x 90" H CARGOPORT Box Body #RPAF169690FX</p>	1
PREMIUM BOX BODY - GAS	"PREMIUM INSTALL - BOX BODY - 14'/16' - GAS  <ul style="list-style-type: none"> <li>- High Traction Flooring</li> <li>- Kernlite Covered Walls &amp; Ceiling - Insulated</li> <li>- 110V Electrical Outlets</li> <li>- High Visibility Strobe Light Package</li> <li>- LED Directional Signal - Sub-Roofline Mounted</li> </ul> <p>CONTROL ROOM:</p> <ul style="list-style-type: none"> <li>- 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</li> </ul> <p>REAR WORK AREA:</p> <ul style="list-style-type: none"> <li>- Rear Facing TV For Inspection Viewing - LED Ceiling - Mounted Lights (2) - Utility Cabinet &amp; Workbench - Streetside - Tool Box &amp; Workbench - Curbside - Overhead Storage Cabinet - Curbside - Reel Rack - 2 Compartment Drawer &amp; Slide Tray - 20 Gallon Wash Down Tank - 25' Retractable Reel - Sanitary Station- Sanitizer, Towel &amp; Rubber Glove Holder</li> <li>- Rear Flood Light (2)</li> <li>- 5500 Watt Onan Gasoline Generator</li> <li>- 30 Amp Converter Charger - Shore Power Plug &amp; Cord"</li> </ul>	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	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

**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  
PRE - Priest (Oct 16, 2024 08:50 EDT)

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	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



Proposal 24000516

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO J & M TREE SERVICE CHANGE ORDER #1  
FOR ADDITIONAL ARPA TREE REMOVALS IMPACTING SIDEWALKS  
THROUGHOUT THE CITY OF FLINT**

On October 24, 2022, the Flint City Council allocated funding of American Rescue Plan Act (ARPA) funds for environmental remediation at City Hall, via Resolution 230149.

The Division of Purchases & Supplies solicited bids for ARPA tree removals impacting sidewalks throughout the City of Flint in which J & M Tree Services, 4618 Milton Dr., Flint, Michigan was one of the awarded bidders.

On April 8, 2024, the appropriate City Officials were authorized to enter into a contract per resolution #240098 with J & M Tree Service, in an amount not to exceed \$862,500.00, and

Since there's still funds left in the Tree Maintenance ARPA account number, the Department of Public Works, Street Maintenance Division is requesting additional tree removals and trimmings in the amount not to exceed \$75,000.00. Funding for said services will come from the following accounts:

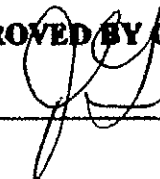
Account Number	Account Name	Amount
101-449.217-801.000	Professional Services	\$75,000.00
	<b>FY25 GRAND TOTAL</b>	<b>\$75,000.00</b>

**IT IS RESOLVED**, that the appropriate City Officials are authorized to do all things necessary to enter into change order #1 to the contract with J & M Tree Service for additional ARPA tree removals impacting sidewalks throughout the City of Flint, in an amount not to exceed \$75,000.00 and a revised aggregate amount of \$937,500.00. 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 OF FLINT:**

CLYDE D EDWARDS / A0329  
CLYDE D EDWARDS / A0329 (Oct 24, 2024 11:21 EST)  
Clyde Edwards, City Administrator

**APPROVED BY CITY COUNCIL:**



**APPROVED AS TO FORM:**

Joseph Kuptz  
Joseph Kuptz (Oct 25, 2024 10:30 EST)  
Joseph Kuptz, Acting City Attorney

**APPROVED AS TO FINANCE:**

Phillip Moore  
Phillip Moore (Oct 25, 2024 09:22 EST)  
Phillip Moore, Chief Financial Officer

**APPROVED AS TO PURCHASING:**

Lauren Rowley  
Lauren Rowley, Purchasing Manager

**CITY OF FLINT**



**STAFF REVIEW FORM**

Revised October 9, 2024

**TODAY'S DATE:** *October 24, 2024*

**BID/PROPOSAL#** 24000516

**AGENDA ITEM TITLE:** ARPA Tree Removals

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

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

**Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:**

J & M Tree Service was awarded a contract to remove City trees located in the right-of-way that were severely impacting sidewalks on April 8, 2024 in the amount of \$862,500.00. There were still ARPA funds for trees that were unused and a decision was made to award additional monies to J & M Tree Service. Work started this summer and many trees have already been removed. Several departments use (and have used) J & M Tree Service. The City of Flint, Parks & Recreation started using J & M Tree Service at least two decades ago.

**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
FY21	202-449.215-801.000		\$73,000	\$52,700	None
FY22	203-449.215-801.000		\$125,000	\$122,825	210351
FY23	202-449.215-801.000	\$165,000	\$118,000	\$117,425	210351
FY24	203-449.215-801.000	\$315,000	\$165,500	\$112,400	210351
FY25	203-449.215-801.000	\$325,000	\$40,000	\$7,275	None

The City of Flint has issued many purchases orders to J & M Tree Service prior to 2012.

# CITY OF FLINT



## STAFF REVIEW FORM

Revised October 9, 2024

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

Throughout the City of Flint, sidewalks are severely impacted by trees growing in the right-of-way. Removal of these trees and the removal of the tree roots, will allow contractors to replace sidewalks. Sidewalks in good condition benefit residents so that children can play, and residents can walk without worrying about tripping. Sidewalks that are in good condition benefit home values and promotes walkability in neighborhoods. Also, residents that want new trees will be able to request replacement trees.

### **Section IV: FINANCIAL IMPLICATIONS:**

#### **IF ARPA related Expenditure:**

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

\$2 million dollars in ARPA funds were allocated for tree removals. Adding these funds to J & M's contract will almost exhaust the full \$2 million.

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

Dept.	Name of Account	Account Number	Grant Code	Amount
Transp.	Tree Maintenance – ARPA	101-449.217-801.000		
		<b>FY25 GRAND TOTAL</b>		

**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**

CITY OF FLINT



**STAFF REVIEW FORM**

Revised October 9, 2024

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

PRE-ENCUMBERED? YES ☒ NO ☐ REQUISITION NO: 250009435

ACCOUNTING APPROVAL: Kathryn Neumann Date: \_\_\_\_\_  
Kathryn Neumann (Oct 24, 2024 12:48 EDT)

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	Rodney McGaha	810 691-3106
2	Heather Griffin	810 423-7197
3		

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

DEPARTMENT HEAD SIGNATURE: Rodney McGaha  
Rodney McGaha (Oct 24, 2024 13:34 EDT)  
(Rodney McGaha, Director of Transportation)



RESOLUTION NO.:

PRESENTED:

ADOPTED:

240098

3-20-2024

4-08-2024

(Proposal 24000516)

BY THE CITY ADMINISTRATOR:

**RESOLUTION AWARDING A CONTRACT TO J & M TREE SERVICE FOR TREE REMOVALS IMPACTING SIDEWALKS THROUGHOUT THE CITY OF FLINT**

On October 24, 2022, the Flint City Council allocated funding of American Rescue Plan Act (ARPA) funds for tree removals, via Resolution 220464.1.

To implement that resolution, the City of Flint, Division of Purchases & Supplies, solicited proposals for tree removals in the right-of-way as requested by the Department of Public Works, Transportation Division.

Staff recommends awarding a contract to J & M Tree Service, one of two lowest responsive bidders from five solicitations received.

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

Account Number	Account Name	Amount
101-449.217-901.000	Tree Maintenance ARPA (RR)	\$ 862,500.00
	FY24/FY25/FY26 GRAND TOTAL	\$ 862,500.00

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 J & M Tree Service for removals of trees that are impacting sidewalks, in an amount not to exceed \$862,500.00. 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.

APPROVED AS TO FORM:

William Kim  
William Kim, Chief Legal Officer

APPROVED AS TO FINANCE:

Phillip Moore  
Phillip Moore, Chief Finance Officer

FOR THE CITY OF FLINT:

Clyde D. Edwards  
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:



APPROVED AS TO PURCHASING:

Lauren Rowley  
Lauren Rowley, Purchasing Manager



RESOLUTION NO.:

240499-7

PRESENTED:

11-6-24

ADOPTED:

JAN 08 2025

**Resolution Authorizing entering into a grant agreement with Michigan State Police for participation in a Byrne Discretionary Grants Program funded by the Department of Justice**

**BY THE CITY ADMINISTRATOR:**

**WHEREAS,** The Michigan State Police was awarded \$4,347,000 from the Byrne Discretionary Grant Program, the Michigan State Police will provide a subawards to nine local law enforcement agencies; and

**WHEREAS,** The City of Flint Police Department has been granted a subaward, in the amount of \$160,500.00, from Michigan State Police; and

**WHEREAS,** Funding from this grant allows for equipment and technology upgrades including associated training for the police department;

Account Number	Account Name	Amount
296-302.738-569.000	State Grant - Other	\$160,500.00
296-302.738-977.000	Equipment	\$160,500.00

**IT IS RESOLVED,** that the appropriate City officials, upon the City Council approval, are hereby authorized to do all things necessary to participate with the Michigan State Police, in the Byrne Discretionary Grant Program between the City of Flint and the Michigan State Police, accept the subaward, amend the FY25 budget, appropriate award funding for revenue and expenditures in future fiscal years as long as the funds are available from the funder, and abide by the terms and conditions of the award from the State of Michigan, in the amount of \$160,500.00, to grant code SMSP-BCP23.

**APPROVED AS TO FORM:**

Joseph Kuptz  
Joseph Kuptz (Act 31, 2004 0047 (01))

Joseph Kuptz, Acting Chief Legal Officer

**APPROVED AS TO FINANCE:**

Phillip Moore  
Phillip Moore (Act 31, 2004 0047 (01))

Phillip Moore, Chief Financial Officer

**FOR THE CITY OF FLINT:**

Clyde D. Edwards / A0312  
CLYDE D. EDWARDS / A0312 (Act 31, 2004 1134 (01))

Clyde Edwards, City Administrator

**APPROVED BY CITY COUNCIL:**

[Signature]



**CITY OF FLINT**  
**\*\* STAFF REVIEW FORM \*\***

October 9, 2024

**TODAY'S DATE:** 10/16/2024

**BID/PROPOSAL#** N/A

**AGENDA ITEM TITLE:** Resolution Authorizing entering into a grant agreement with Michigan State Police for participation in a Byrne Discretionary Grants Program funded by the Department of Justice.

**PREPARED BY:** Angela Amerman – Finance/Police

**VENDOR NAME:** Department of Justice

**Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:**

The Department of Justice has awarded the Michigan State Police \$4,347,000 from the Byrne Discretionary Grant program. The Michigan State Police will provide a subaward to the City of Flint in the amount of \$160,500.00. The Police Department is requesting the approval for the acceptance of \$160,500.00 from the Department of Justice for the purpose of participating with the Michigan State Police in the Byrne Discretionary Grants Program. There is no local match required. Funding from this grant allows for equipment and technology upgrades including associated training for the Police Department. I do not see where this has been awarded in the past.

**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





**CITY OF FLINT**  
**\*\* STAFF REVIEW FORM \*\***

October 9, 2024

**Section III:**

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

The benefit to the City of Flint residents and city operations are much needed equipment and possible upgrades to technology. The grant is based on the public safety needs of each community. This initiative is aimed at reducing crime, including planning, evaluation, and technology improvements programs. Some upgrades for surveillance cameras and license plate readers also help some departments counteract lower staffing levels while reducing crime.

**Section IV: FINANCIAL IMPLICATIONS:**

**IF ARPA related Expenditure:**

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

This will increase the Police budget due to the grant funds.

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

Dept.	Name of Account	Account Number	Grant Code	Amount
Police	Equipment	296-302-738.569.000	SMSP-BCP23	\$160,500.00
		<b>FY25 GRAND TOTAL</b>		<b>\$160,500.00</b>

**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**



**CITY OF FLINT**  
**\*\* STAFF REVIEW FORM \*\***

October 9, 2024

BUDGET YEAR 3

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

PRE-ENCUMBERED? YES ☐ NO ☒ REQUISITION NO:

ACCOUNTING APPROVAL: *[Signature]* Date: \_\_\_\_\_

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☒

**Section VI: RESOLUTION DEFENSE TEAM:**

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

	NAME	PHONE NUMBER
1	Terence Green	(810) 237-6800
2	Jeff Antcliff	(810) 237-6800
3	Tyrone Booth	(810) 237-6800

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

DEPARTMENT HEAD SIGNATURE: *Terence Green*  
Terence Green (Oct 28, 2024 09:52 EDT)  
*(Terence Green, Police Chief)*

## **BYRNE COMMUNITY PROJECT GRANT CONTRACT**

### **Grant Agreement**

hereinafter referred to as the "Agreement"

between

**Michigan State Police**

hereinafter referred to as the "Department"

and

**City of Flint Police Department**

210 E. 5th St.  
Flint, MI 48802

Unique Entity Identifier: \_\_\_\_\_

hereinafter referred to as the "Contractor"  
for

**MSP Project Number: Byrne Community Project-03**

**I. Period of Agreement:**

This Agreement shall commence on 10/01/2023 and continue through 6/30/2025.

This Agreement is in full force and effect for the period specified.

**II. Funding Source and Agreement Amount:**

This Agreement is designated as a subrecipient relationship with the following stipulations:

- A. Including federal funds and required local match, the total amount of this Agreement is \$160,500.
- B. The Department, under the terms of this Agreement, will provide federal pass-through funding not to exceed \$160,500.
- C. The Assistance Listings Number is 16.753.
- D. The Assistance Listings Program Title is Congressionally Recommended Awards.
- E. The federal agency name is U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance.
- F. The federal grant award number is 15PBJA-23-GG-00106-BRND.
- G. The federal project title is Support for Mid-Michigan Law Enforcement.

**III. Grant Summary:**

The MSP will provide subawards to nine local law enforcement agencies (Genesee County Sheriff's Office, Saginaw Police Department, City of Linden Police Department, Mt. Morris Township Police Department, City of Fenton Police Department, City of Flint Police Department, Genesee Township Police Department, Bay County Sheriff's Office) across Michigan, as well as the Michigan State Police. The Michigan State Police will assist to meet the unique needs of Michigan Law enforcement entities by delivering the federal funding for equipment purchasing and technology upgrades including associated training. Some of these critical upgrades are to improve equipment, technology, patrol vehicles, to ensure the enduring efficacy of Michigan's law enforcement. This is a good use of taxpayer funding because it will improve public safety, officer safety, and increase the transparency of law

enforcement through technology improvements. Some upgrades for surveillance cameras and license plate readers also help some departments counteract lower staffing levels while reducing crime.

**IV. Statement of Work:**

The Contractor agrees to undertake, perform, and complete the services described in Attachment 1, which is part of this Agreement through reference. Any change to the Statement of Work, by either the Contractor or Department, requires a formal Amendment.

**V. Project Timeline:**

The Contractor agrees to undertake, perform, and complete the services within the timeline described in Attachment 2, which is part of this Agreement through reference. Any change to the Project Timeline, by either the Contractor or Department, requires a formal Amendment.

**VI. Program Budget:**

The agreed upon Program Budget for this Agreement is referenced herein as Attachment 3, which is part of this Agreement through reference. Any change to the Program Budget, by either the Contractor or Department, requires a formal Amendment submitted to the Department.

Budget deviation allowances are not permitted.

**VII. Amendments:**

Any change proposed by the Contractor which would affect the Department funding of any project, in whole or in part, must be submitted in writing to the Department for approval immediately upon determining the need for such change. Changes made to this Agreement are only valid if accepted by both the Contractor and the Department.

**VIII. Contractor Responsibilities:**

The Contractor, in accordance with the general purposes and objectives of this Agreement, will:

**A. Publication Rights:**

1. The Contractor shall give recognition to the Department in any and all publications, papers and presentations arising from the program (including from subcontractors) herein by placing the following disclaimer on any and all publications, papers and presentations:

*This project is supported by the Byrne Discretionary Community Project Funding/Byrne Discretionary Grants Program, grant # 15PBJA-23-GG-00106-BRND, awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice (DOJ), and administered by the Michigan State Police (MSP). Points of view or opinions contained within this document do not necessarily represent the official position or policies of the DOJ or the MSP.*

2. The Department shall, in return, give recognition to the Contractor when applicable.
3. Where activities supported by this Agreement produce books, films, or other such copyrightable materials issued by the Contractor, the Contractor may copyright such but shall acknowledge that the Department reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials and to authorize others to reproduce and use such materials. This cannot include service recipient information or personal identification data.
4. Any copyrighted materials or modifications bearing acknowledgment of the Department's name must be approved by the Department prior to reproduction and use of such materials.

**B. Reporting Responsibilities:**

Failure to comply with any reporting responsibilities identified in this Agreement may result in withholding grant payment(s) or the cancellation of grant award. The Contractor's lack of compliance will also be taken into account when considering future grant applications to, and awards from, the Department.

**C. Financial Reporting Requirements:**

Financial reporting requirements shall be followed as defined within this section.

**1. Reimbursement Method/Mechanism:**

- a. All Contractors must register as a vendor to receive State of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits. Vendor registration information is available on the State of Michigan SIGMA Vendor Self Service (VSS) website located at <https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>.
- b. This Agreement is reimbursement only. The Contractor must document that expenditures have been paid by local sources before requesting reimbursement from the Department.
- c. Reimbursement from the Department is based upon the understanding that Department funds will be paid up to the total Department allocation as agreed upon in the approved Budget. Department funds are the first source after the application of fees and earmarked sources unless a specific local match condition exists.
- d. Should the Contractor discover an error in a previous reimbursement request, the Contractor shall immediately notify the Department and refund to the Department any funds not authorized for use under this Agreement and any payments or funds advanced to the Contractor in excess of allowable reimbursable expenses.

**2. Financial Status Report (FSR) Submission:**

Once the Agreement has been signed and accepted, regardless of when this occurs, the Contractor is responsible for preparing and submitting an FSR for each quarter of the Agreement period. The various FSRs are outlined below:

**a. FSR:**

FSRs must be prepared and submitted to the Department no later than 30 days after the close of each reporting period. An example is found in Attachment 4 which is part of this agreement through reference. Each reporting period's reimbursement request may only contain expenses from that reporting period. Reimbursement requests that include more than one reporting period's expenditures may not be granted and will be returned to the Contractor for explanation and/or correction and re-submission.

**b. Final FSR:**

Final FSR is due 30 days following the end of the fiscal year or Agreement period specified. Final FSRs not received from the Contractor by the due date may result in the loss of funding requested on the Obligation Report and/or a potential reduction in the subsequent year's award, if/when applicable.

**3. Unobligated Funds:**

Any unobligated balance of funds held by the Contractor at the end of the Agreement period will be returned to the Department or treated in accordance with instructions provided by the Department.

**4. Program Income:**

The DOJ regulations allow Contractors to keep funds (program income) derived from grant activities, so long as these funds are used for the same purposes as the grant project. In the absence of such regulations, these funds would be required to be returned to the DOJ.

Program income means the gross income earned by the Contractor during the Agreement period as a direct result of the grant project.

All income generated as a direct result of a Department-funded project shall be deemed program income.

Program income may be used to further program objectives under this Agreement or may be refunded to the Department. Program income must be used for the purposes of, and under the conditions applicable to, the award specified in this Agreement. Program income may only be used for allowable program costs.

Asset forfeiture and treatment/lab fees are the most prominent program income derived from grant activity. The DOJ regulations require that program income be held in the custody of a governmental entity, with reporting on those funds to the State Administrative Agency (the Department).

When applicable, Program Income Reports (GCSD-208B) are to be filed quarterly with Contractor's FSR.

Any program not earning program income must fill out and submit to the Department a Program Income Waiver Report (GCSD-208A) within 30 days of the acceptance of this Agreement.

**5. Audits:**

This section applies to Contractors designated as subrecipients. Contractors designated as vendors are exempt from the provisions of this section.

**a. Single Audit:**

Contractors that expend \$750,000 or more in federal funds in a fiscal year after December 26, 2014, must submit a Single Audit prepared consistent with the Single Audit Act Amendments of 1996, and Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," as revised or 2 C.F.R. 200.501. Contractors must also submit a Corrective Action Plan for any audit findings that impact Department-funded programs and a management letter (if issued) with a response.

**b. Financial Statement Audit:**

Contractors exempt from the Single Audit requirements that receive \$500,000 or more in total funding from the Department in state and federal grant funding must submit to the Department a Financial Statement Audit prepared in accordance with generally accepted auditing standards (GAAS). Contractors exempt from the Single Audit requirements that receive less than \$500,000 of total Department grant funding must submit to the Department a Financial Statement Audit prepared in accordance with GAAS if the audit includes disclosures that may negatively impact Department-funded programs including, but not limited to fraud, financial statement misstatements, and violations of contract and grant provisions.

**c. Due Date and Submission Information:**

The required audit and any other required submissions (e.g., Corrective Action Plan and management letter with a response), must be submitted to the Department within nine months after the end of the Contractor's fiscal year to:

Michigan Department of State Police  
Grants and Community Services Division  
Attn: Grants Coordination Unit  
P.O. Box 30834  
Lansing, Michigan 48909-0634

**d. Penalty:**

**i. Delinquent Single Audit or Financial Statement Audit:**

If the Contractor does not submit the required Single Audit reporting package, management letter (if issued) with a response, and Corrective Action Plan; or the Financial Statement Audit and management letter (if issued) with a response within nine months after the end of the Contractor's fiscal year and an extension has not been approved by the cognizant or oversight agency for audit, the Department may withhold from the current funding an amount equal to five percent of the audit year's grant funding (not to exceed \$200,000) until

the required filing is received by the Department. The Department may retain the amount withheld if the Contractor is more than 120 days delinquent in meeting the filing requirements and an extension has not been approved by the cognizant or oversight agency for audit. The Department may terminate the current grant if the Contractor is more than 180 days delinquent in meeting the filing requirements and an extension has not been approved by the cognizant or oversight agency for audit.

**II. Delinquent Audit Status Notification Letter:**

Failure to submit the Audit Status Notification Letter, when required, may result in withholding from the current funding an amount equal to one percent of the audit year's grant funding until the Audit Status Notification Letter is received.

**e. Other Audits:**

The Department or federal agencies may also conduct or arrange for "agreed upon procedures" or additional audits to meet their needs.

**D. Equipment Purchases and Title:**

Any Contractor equipment purchases supported in whole or in part through this Agreement must be listed in an Equipment Inventory Schedule (Attachment 5). Equipment means tangible, non-expendable, personal property having useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Title to items having a unit acquisition cost of less than \$5,000 shall vest with the Contractor upon acquisition. The Department reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of \$5,000 or more, to the extent that the Department's proportionate interest in such equipment supports such retention or transfer of title.

All purchases supported in whole or in part through this Agreement must use procurement procedures that conform to the Contractor's local requirements.

**E. Record Maintenance/Retention:**

Maintain adequate program and fiscal records and files, including source documentation to support program activities and all expenditures made under the terms of this Agreement, as required. Assure that all terms of this Agreement will be appropriately adhered to and that records and detailed documentation for the project or program identified in this Agreement will be maintained (may be off site) for a period of not less than four years from the date of grant closure, the date of submission of the Final FSR, or until litigation and audit findings have been resolved. All retention record guidelines set by the local jurisdiction (Contractor) must be adhered to if they require additional years beyond retention guidelines stated herein.

**F. Authorized Access:**

Permit upon reasonable notification and at reasonable times, access by authorized representatives of the Department, Program Evaluators (contracted by the Department), Federal Grantor Agency, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records, files, and documentation related to this Agreement, to the extent authorized by applicable state or federal law, rule, or regulation.

The Department may conduct on-site monitoring visit(s) and/or grant audit(s) any time during the grant period. All grant records and personnel must be made available during any visit, including subcontractors, if requested.

The Department may request that a funded program be evaluated by an outside evaluation team contracted by the Department. Contractors shall work cooperatively with the evaluation team in such a manner that the program be able to be fully reviewed and assessed.

**G. Subcontractor/Vendor Monitoring:**

The Contractor must ensure that each of its subcontractors comply with the Single Audit Act of 1984, as

amended, 31 U.S.C. 7501 et seq. requirements and must issue management decisions on audit findings of their subcontractors as required by OMB Circular A-133. The Contractor is responsible for reviewing all single audit adverse findings and ensuring that corrective actions are implemented. The Contractor will ensure subcontractors forward all single audits covering grant funds administered through the Department to the Contractor.

The Contractor must ensure that subcontractors are expending grant funds appropriately as approved and as specified through this Agreement and must conduct monitoring activities to ensure compliance with all associated laws, regulations, and provisions as well as ensure that performance goals are achieved. The Contractor must ensure compliance for for-profit subcontractors as required by OMB Circular A-133, Section 210(e). The Contractor must ensure that transactions with vendors comply with laws, regulations, and provisions of contracts or grant agreements in compliance with OMB Circular A-133, Section 210(f).

**1. Subcontracts:**

Assure for any subcontracted service, activity, or product:

- a. That the Contractor will submit copies of all executed subcontracts within 60 days of the execution of this Agreement. Subcontracts should cover all personnel contained in the "contractual" line item within the grant budget. Each listed agency shall have its own subcontract signed by the Contractor and an employee of the subcontracted agency that is authorized to enter into legally binding contracts for the entity receiving funds. The failure to submit these documents to the Department within 60 days may result in withholding future payment or other penalties, as determined by the Department.
- b. That a written subcontract is executed by all affected parties prior to the initiation of any new subcontract activity. Exceptions to this policy may be granted by the Department upon written request within 30 days of execution of this Agreement.
- c. That any executed subcontract to this Agreement shall require the subcontractor to comply with all applicable terms and conditions of this Agreement, including all Certifications and Assurances referenced in this Agreement.
- d. That, in the event of a conflict between this Agreement and the provisions of the subcontract, the provisions of this Agreement shall prevail. A conflict between this Agreement and a subcontract, however, shall not be deemed to exist where the subcontract:
  - i. Contains additional non-conflicting provisions not set forth in this Agreement;
  - ii. Restates provisions of this Agreement to afford the Contractor the same or substantially the same rights and privileges as the Department; or,
  - iii. Requires the subcontractor to perform duties and/or services in less time than that afforded the Contractor in this Agreement.
- e. That the subcontract does not affect the Contractor's accountability to the Department for the subcontracted activity.
- f. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and services. All subcontractors must submit requests for reimbursement to the Contractor in a timely manner such that the Contractor can include these requests on the proper reporting period FSR. Subcontractors must be paid within 30 days of receipt of invoice by the subcontractor.

**H. Notification of Modifications:**

The Contractor must provide timely notification to the Department, in writing, of any action by its governing board or any other funding source that would require or result in significant modification in the provision of services, funding, or compliance with operational procedures.



**I. Software Compliance:**

The Contractor must ensure software compliance and compatibility with the Department's data systems for services provided under this Agreement including, but not limited to: stored data, databases and interfaces for the production of work products, and reports. All required data under this Agreement shall be provided in an accurate and timely manner without interruption, failure, or errors due to the inaccuracy of the Contractor's business operations for processing date/time data.

**J. Notification of Criminal or Administrative Investigations/Charges:**

If any employee of the Contractor associated with this grant project becomes aware of a criminal or administrative investigation or charge that directly or indirectly involves grant funds referenced in this Agreement, the Contractor shall immediately notify the Department's contract manager in writing that such an investigation is ongoing or that a charge has been issued.

**IX. Department Responsibilities:**

The Department, in accordance with the general purposes, objectives, and terms and conditions of this Agreement, will provide reimbursement based upon appropriate reports, records, and documentation maintained by the Contractor.

**X. Department Contract Manager/Administrator of the Agreement:**

The individual acting on behalf of the Department in administering this Agreement as the Contract Manager is:

Ms. Nancy Becker Bennett, Division Director  
Michigan State Police  
Grants and Community Services Division  
P.O. Box 30834  
Lansing, MI 48909-0834

Telephone: (517) 898-9496  
Email: becker\_n@michigan.gov

**XI. Agreement Suspension/Termination:**

The Department and/or the Contractor may suspend and/or terminate this Agreement without further liability or penalty to the Department for any of the following reasons:

- A. This Agreement may be suspended by the Department if any of the terms of this Agreement are not adhered to. Suspension requires immediate action by the Contractor to comply with the terms of this Agreement; otherwise, termination by the Department may occur.
- B. Failure of the Contractor to make satisfactory progress toward the project completion.
- C. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding.
- D. Filing false certification in this Agreement or other report or document.
- E. This Agreement may be terminated by either party by giving 60 days written notice to the other party. Such written notice will provide valid, legal reasons for termination along with the effective date.
- F. This Agreement may be terminated immediately if the Contractor, an official of the Contractor, or an owner is convicted of any activity referenced in Section VIII, K of this Agreement during the term of this Agreement or any extension thereof.

**XII. Final Reporting Upon Termination:**

Should this Agreement be terminated by either party, within 30 days after the termination, the Contractor shall

provide the Department with all financial, performance, and other reports required as a condition of this Agreement. The Department will make payments to the Contractor for allowable reimbursable costs not covered by previous payments or other state or federal programs. The Contractor shall immediately refund to the Department any funds not authorized for use and any payments or funds advanced to the Contractor in excess of allowable reimbursable expenditures.

**XIII. Severability:**

If any provision of this Agreement or any provision of any document attached to or incorporated by reference is waived or held to be invalid, such waiver or invalidity shall not affect other provisions of this Agreement.

**XIV. Liability:**

- A. To the extent allowed by law, all liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Contractor in the performance of this Agreement shall be the responsibility of the Contractor, and not the responsibility of the Department, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Contractor, any subcontractor, or anyone directly or indirectly employed by the Contractor, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Contractor or its employees by statute or court decisions.
- B. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the Department in the performance of this Agreement shall be the responsibility of the Department, and not the responsibility of the Contractor, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any Department employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the state of Michigan, its agencies (the Department), or employees as provided by statute or court decisions.
- C. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Contractor and the Department in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the Contractor and the Department in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Contractor, the state of Michigan, its agencies (the Department), or their employees, respectively, as provided by statute or court decisions.

**XV. Special Conditions:**

- A. This Agreement is valid upon approval and execution by the Department.
- B. This Agreement is conditionally approved subject to and contingent upon the availability of funds.
- C. The Department will not assume any responsibility or liability for costs incurred by the Contractor prior to the start of the Period of Agreement (April 1, 2023).
- D. All special conditions placed on the Department by the Department of Justice federal grant award document for grant 15PBJA-23-GG-00106-BRND are agreed to by the Contractor. A copy of award 15PBJA-23-GG-00106-BRND is included as an attachment for reference.
- E. The Contractor agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

**XVI. Certifications and Assurances:**

These Certifications and Assurances are applicable to the Contractor and all subcontractors of the Contractor. It is the Contractor's responsibility to ensure that subcontractors are adhering to the Certifications and Assurances. Failure to do so may result in termination of grant funding or other remedies.

**A. Certifications:**

Contractors should refer to the regulations cited below to determine the certification to which they are required to attest. Acceptance of this Agreement provides for compliance with certification requirements under 28 C.F.R. Part 69, "New Restrictions on Lobbying," 28 C.F.R. Part 67, "Government-wide Debarment and Suspension (Non-procurement)," and 28 C.F.R. Part 83, "Government-wide Requirements for Drug-Free Workplace (Grants)."

**B. Lobbying:**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 C.F.R. Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 C.F.R. Part 69, the Contractor certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and,
3. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**C. Debarment, Suspension, and Other Responsibility Matters (Direct Recipient):**

Pursuant to Executive Order 12549 (Debarment and Suspension), and implemented at 2 C.F.R. Part 2867, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 2867, Section 2867.20(a):

1. The Contractor certifies that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Have not within a two-year period preceding this application been convicted of a felony criminal violation under any federal law, unless such felony criminal conviction has been disclosed in writing to the Office of Justice Programs (OJP) at [ojpcompliance@usdoj.gov](mailto:ojpcompliance@usdoj.gov), and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Department and U.S. Government in this case.
- d. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
- e. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

**D. Federal Taxes:**

If the applicant is a corporation, the applicant certifies that either (1) the corporation has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to OJP at [ojpcompliance@usdoj.gov](mailto:ojpcompliance@usdoj.gov), and after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Department and U.S. Government in this case.

**E. Drug-Free Workplace:**

- 1. As required by the Drug-Free Workplace Act of 1988, and implemented at 28 C.F.R. Part 83, Subpart F, as defined at 28 C.F.R. Sections 83.620 and 83.650 the Contractor certifies that it will provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
  - b. Establishing an ongoing drug-free awareness program to inform employees about:
    - i. The dangers of drug abuse in the workplace;
    - ii. The Contractor's policy of maintaining a drug-free workplace;
    - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and,
    - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
  - c. Making it a requirement that each employee who will be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) of this section.
  - d. Notifying the employee in the statement required by paragraph (a) of this section that, as a condition of employment under the grant, the employee will:
    - i. Abide by the terms of the statement; and,
    - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
  - e. Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d) (ii) of this section from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice  
Office of Justice Programs  
Attn: Control Desk  
810 7th Street, N.W.  
Washington, D.C. 20531

Notice shall include the identification number(s) of each affected grant.

- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(ii) of this section, with respect to any employee who is so convicted:
  - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or,
  - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (a), (b), (c), (d), (e), and (f) above.

**F. Standard Assurances:**

The Contractor hereby assures and certifies compliance with all applicable federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Executive Order 12372 (Intergovernmental Review of Federal Programs); and, 28 C.F.R. Parts 66 or 70 (administrative requirements for grants and cooperative agreements). The Contractor also specifically assures and certifies that:

- 1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
- 2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- 3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. Parts 16, 22, 23, 30, 35, 36, 42, 61 and 63, and the award term in 2 C.F.R. § 175.15(b).
- 4. It will assist the awarding agency, if necessary, in assuring compliance with section 106 of the National Historic Preservation Act of 1986, 16 U.S.C. § 470, Executive Order 11593 (Protection and Enhancement of the Cultural Environment), the Archeological and Historical Preservation Act of 1974, 16 U.S.C. § 469 a-1 et seq., and the National Environmental Policy Act of 1969, 42 U.S.C. § 4321.
- 5. It will comply with Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), Executive Order 13559 (Fundamental Principles and Policymaking Criteria for Partnerships With Faith-based and Other Neighborhood Organizations), and the DOJ regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 36, which prohibits recipients from using DOJ financial assistance on inherently or explicitly religious activities and from discriminating in the delivery of services on the basis of religion. Programs and activities must be carefully structured to ensure that DOJ financial assistance is not being used for literature, classes, meetings, counseling

sessions, or other activities that support twelve-step programs, which are considered to be religious in nature. The twelve-step programs must take place at a separate time or location from the activities supported with DOJ financial assistance and the participation of beneficiaries in twelve-step programs is strictly voluntary. It must make clear to any and all vendors and program participants that twelve-step programming is separate and distinct from DOJ-funded activities. It must also ensure that participants are not compelled to participate in twelve-step programs and cannot penalize a participant who chooses not to participate in a twelve-step program. It must ensure that employees fully funded by the DOJ are not involved with twelve-step programs whereby they are instructing or indoctrinating clients on the twelve steps. Employees of the Contractor or subcontractor shall clearly document the number of hours spent on secular activities associated with the DOJ-funded program and ensure that time spent on twelve-step programs is completely separate from time spent on permissible secular activities. In addition, at least one secular program must be provided as an alternative to twelve-step programming.

6. It will provide meaningful access to grant-funded programs and activities to Limited English Proficient (LEP) persons in accordance with Title VI of the Civil Rights Act of 1964 and the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. § 3789d. For a detailed discussion of the requirement to provide meaningful access to LEP persons, refer to the guidance issued by the DOJ on this matter entitled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons," 67 FR 4155-01 (June 18, 2002).
7. It will comply and require any and all subcontractors to comply with any applicable statutorily-imposed nondiscrimination requirements, including the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. § 3789d; the Victims of Crime Act of 1984, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 2002, 42 U.S.C. § 5672(b); the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.; the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C; the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G; Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132); the DOJ implementing regulations at 28 C.F.R. Part 35; the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131-34; Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681, 1683, 1685-86; and, the Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-07; The DOJ regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38; The Michigan Elliott-Larsen Civil Rights Act, MCL 37.2101 et seq.; and the Michigan Persons With Disabilities Civil Rights Act, MCL 37.1101 et seq.
  - a. **Notification:**

It may not discriminate in employment on the basis of race, color, national origin, religion, sex, and disability and may not discriminate in the delivery of services or benefits on the basis of race, color, national origin, religion, sex, disability, and age. These laws also prohibit retaliation against an individual for taking action or participating in action to secure rights protected by these laws. It shall notify all clients, customers, program participants, or consumers of the types of prohibited discrimination, as well as the complaint procedures, in writing. Notification may include placing posters in an area that may be easily viewed by all and/or providing a paper copy to each of the listed types of individuals. It shall forward all discrimination complaints to the Department as described in the complaint procedures. Subcontractors, clients, customers, program participants, or consumers may also report complaints to the Office of Justice Programs (OJP)/Office for Civil Rights (OCR) or the Michigan Department of Civil Rights (MDCR) directly but the Contractor shall notify the Department of the complaint as soon as the complaint is known. In the event that a Federal or State court, or Federal or State Administrative Agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against the Contractor or subcontractor, the Contractor shall forward a copy of the finding to the OJP/OCR and the Department.

**b. Training:**

Any and all DOJ-funded employees of the Contractor and subcontractors shall receive periodic training at least once every contract year regarding the responsibility of the entities to comply with applicable federal civil rights laws as a recipient of federal funds. The Department shall provide the Contractor with access to training developed by the OJP/OCR, which may be found at <https://www.ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm>. The DOJ-funded employees of the Contractor shall complete the required training within 90 days of the start date of this Agreement and certify that the required training has been completed by signing the OCR Compliance Training Form. New employees shall complete the required training and provide a signed OCR Compliance Training Form to the Department within 90 days of the date of hire.

8. It shall determine if an Equal Employment Opportunity Plan (EEOP) is required, pursuant to 28 C.F.R. 42.301 *et seq.* If the Contractor is not required to formulate an EEOP, a certification form shall be sent to the OJP/OCR, and the Office of Personnel Management (OPM) indicating that an EEOP is not required. If the Contractor is required to develop an EEOP, but is not required to submit the EEOP to the OCR, a certification form shall be sent to the OCR and the Department certifying that an EEOP is on file which meets the applicable requirements. If the Contractor is awarded a grant of \$500,000 or more, and has 50 or more employees, a copy of the EEOP shall be submitted to the OJP/OCR and OPM. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption (a copy of the form shall be submitted to the OPM). Additional information about the EEOP requirements may be found at [www.ojp.usdoj.gov/about/ocr/eeop\\_comply.htm](http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm).

9. If the Contractor is a governmental entity:

- a. It will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, 42 U.S.C. § 4601 *et seq.*, which governs the treatment of persons displaced as a result of federal and federally-assisted programs; and,
- b. It will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

**G. Non-Supplanting:**

It is imperative that the Contractor understand that the non-supplanting requirement mandates that grant funds may be used only to supplement (increase) a Contractor's budget, and may not supplant (replace) state, local, or tribal funds that a Contractor, inclusive of any subcontractors, otherwise would have spent on positions and/or any other items approved in the Grant Budget if it had not received a grant award.

This means that if your agency plans to:

1. Hire new positions (including filling existing vacancies that are no longer funded in your agency's budget), it must hire these additional positions on or after the official grant award start date, above its current budgeted (funded) level of positions.
2. Rehire personnel who have already been laid off (at the time of application) as a result of state, local, or tribal budget cuts, it must rehire the personnel on or after the official grant award start date, and maintain documentation showing the date(s) that the positions were laid off and rehired.
3. Maintain personnel who are (at the time of application) currently scheduled to be laid off on a future date as a result of state, local, or tribal budget cuts, it must continue to fund the personnel with its own funds from the grant award start date until the date of the scheduled lay-off and maintain documentation showing the date(s) and reason(s) for the lay-off. For example, if the grant award start date is July 1

and the lay-off is scheduled for October 1, then the grant funds may not be used to fund the officers until October 1, the date of the scheduled layoff.

Please note that as long as your agency can document the date that the lay-off(s) would occur if the grant funds were not available, it may transfer the personnel to the grant funding on or immediately after the date of the lay-off without formally completing the administrative steps associated with a lay-off for each individual personnel.

4. Documentation that may be used to prove that scheduled lay-offs are occurring for local economic reasons that are unrelated to the availability of grant funds may include (but are not limited to) council or departmental meeting minutes, memoranda, notices, or orders discussing the lay-offs; notices provided to the individual personnel regarding the date(s) of the layoffs; and/or budget documents ordering departmental and/or jurisdiction-wide budget cuts. These records must be maintained with your agency's grant records.
- H. **Hatch Political Activity Act and Intergovernmental Personnel Act:**  
The Contractor will comply with the Hatch Act of 1939, 5 U.S.C. 1501-08, and the Intergovernmental Personnel Act of 1970, as amended by Title VI of the Civil Service Reform Act of 1978, 42 U.S.C. 4728. Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.
- I. **Health Insurance Portability and Accountability Act of 1996:**  
To the extent that the Health Insurance Portability and Accountability Act (HIPAA) of 1996 is pertinent to the services that the Contractor provides to the Department under this Agreement, the Contractor assures that it is in compliance with the HIPAA requirements including the following:
  1. The Contractor must not share any protected health data and information provided by the Department that falls within the HIPAA requirements except to a subcontractor, as appropriate under this Agreement.
  2. The Contractor must require the subcontractor not to share any protected health data and information from the Department that falls under the HIPAA requirements in the terms and conditions of the subcontract.
  3. The Contractor must only use the protected health data and information for the purposes of this Agreement.
  4. The Contractor must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Contractor's employees.
  5. The Contractor must have a policy and procedure to report to the Department unauthorized use or disclosure of protected health data and information that falls under the HIPAA requirements of which the Contractor becomes aware.
  6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Section XI, Agreement Suspension/Termination, above.
  7. In accordance with the HIPAA requirements, the Contractor is liable for any claim, loss, or damage relating to unauthorized use or disclosure of protected health data and information received by the Contractor from the Department or any other source.



**XVII. Unallowable Expenses and Activities:**

- Costs in applying for this grant (e.g., consultants, grant writers).
- Any expenses incurred prior to the date of this Agreement.
- Any administrative costs not directly related to the administration of this Agreement.
- Personnel, including law enforcement officers, not connected to the project to which this Agreement refers.
- Lobbying or advocacy for particular legislative or administrative reform.
- Fundraising and any salaries or expenses associated with it.
- Legal fees.
- All travel including first class or out-of-state travel, unless prior approval by the Department is received.
- Promotional items, unless prior approval by the Department is received.
- Honorariums.
- Contributions and donations.
- Management or administrative training or conferences, unless prior approval by the Department is received.
- Fines and penalties.
- Losses from uncollectible bad debts.
- Memberships and agency dues, unless a specific requirement of the project, unless prior approval by the Department is received.
- Compensation to federal employees.
- New construction.
- Service contracts and training beyond the expiration of this Agreement.
- Food, refreshments, and snacks.

**Note:** No funding can be used to purchase food and/or beverages for any meeting, conference, training, or other event. Exceptions to this restriction may be made only in cases where such sustenance is not otherwise available (e.g., extremely remote areas), or where a special presentation at a conference requires a plenary address where there is no other time for sustenance to be attained. Such an exception would require prior approval from the Department and the DOJ. This restriction does not apply to water provided at no cost, but does apply to any and all other refreshments, regardless of the size or nature of the meeting. Additionally, this restriction does not impact direct payment of per diem amounts to individuals in a travel status under your organization's travel policy.

**XVIII. Conditions on Expenses:**

Costs must be reasonable and necessary. If required by the local jurisdiction, costs must be sustained by competitive bids. All contracts and subcontracts require prior approval by the Department. If detailed information is not included as part of the application process, the Contractor must submit a request seeking approval once the subcontractors are identified.

Individual consultant fees are limited to \$650 (excluding travel, lodging, and meal costs) per day, which includes legal, medical, psychological, and accountant consultants. If the rate will exceed \$650 for an eight-hour day, prior written approval is required from the Department. Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace.

**XIX. Conflict of Interest:**

The Contractor and the Department are subject to the provisions of 1966 PA 317, as amended, MCL 15.321 *et seq.*, and 1973 PA 196, as amended, MCL 15.341 *et seq.*

**XX. State of Michigan Agreement:**

This is a state of Michigan agreement and is governed by the laws of Michigan. Any dispute arising as a result of this Agreement shall be resolved in the state of Michigan.

**XXI. Compliance with Applicable Laws:**

The Contractor will comply with applicable federal and state laws, guidelines, rules, and regulations in carrying out the terms of this Agreement. The Contractor will also comply with all applicable general administrative requirements such as OMB Circulars covering cost principles, grant/agreement principles, and audits in carrying out the terms of this Agreement.

**XXII. Special Certification:**

The individual electronically accepting this Agreement certifies by his/her acceptance that he/she is authorized to sign this Agreement on behalf of the Contractor.

**XXIII. Contractor Signature:**

The Authorized Official's signature below represents the Contractor's legal acceptance of the terms of this Agreement, including Certifications and Assurances.

Name of Contractor's Authorized Official	Signature of Contractor's Authorized Official	Date
Terence Green	<i>Terence Green</i>	11-2-23
Name of Department's Authorized Official	Signature of Department's Authorized Official	Date
Nancy Becker Bennett	<i>Nancy Becker Bennett</i>	11-7-23



240502-T

RESOLUTION NO.:

PRESENTED:

11-6-2024

JAN 08 2025

ADOPTED:

**RESOLUTION TO ENTER INTO CONTRACT WITH LURVEY CONSTRUCTION IN FY25 FOR RENOVATION OF UPPER FLOOR OF SOUTH BUILDING (BSI / BUSINESS SERVICES)**

Whereas, the City of Flint Division of Purchases & Supplies solicited proposals for BSI Department Renovations in the South Building of City Hall; Lurvey Construction LLC [Flint, Michigan] was the lowest qualified bidder for this proposal.

Whereas, the City of Flint Division of Building and Safety Inspections (BSI) is requesting to proceed into contract with Lurvey Construction LLC to complete an extensive renovation to the BSI / Business Services area within the South Building of City Hall; the upgrades will improve the conditions for City employees, residents, and business owners to provide a safer, more energy-efficient and customer-service oriented atmosphere in this currently outdated area of City Hall.

Whereas, the total cost of the project \$2,186,230.00 will include design, engineering and construction of the interior of the South Building as outlined in the Proposal, and on March 18, 2024 City Council adopted Resolution #240080 authorizing a contract with Lurvey in FY24 not to exceed \$2,186,230; currently there is \$2,000,000 in the Building Additions & Improvements line item of the FY25 BSI Budget. Additional funds will be added later through a contract change order and concurrent budget amendment but BSI wishes to proceed with a contract in the amount of \$2,000,000 so a Purchase Order can be achieved immediately and invoices can start being paid.

The funding will come from the following account:

Account Number	Account Name / Grant Code	Total Amount
249-371.100-976.000	Building Additions & Improvements	\$2,000,000

**IT IS RESOLVED** that the appropriate city officials, upon City Council's approval, are hereby authorized to enter into a contract with Lurvey Construction LLC in FY25 to complete the BSI / Business Services interior renovations to the South Building of City Hall in the amount of \$2,000,000 from the 249-371.100-976.000 account.

For the City:

CLYDE D EDWARDS / A0336

CLYDE D EDWARDS A0336 Nov 6, 2024 09:19 EST

Clyde D. Edwards, City Administrator

For the City Council:

Approved as to Form:

Joseph Kuptz Nov 5, 2024 10:26 EST

Joseph Kuptz, Acting City Attorney

Approved as to Finance:

Phillip Moore Nov 5, 2024 10:22 EST

Phillip Moore, Chief Financial Officer



## CITY OF FLINT

### **\*\* STAFF REVIEW FORM \*\***

October 9, 2024

**TODAY'S DATE:** October 26<sup>th</sup>, 2024

**BID/PROPOSAL#** 24000525

**AGENDA ITEM TITLE:** Resolution to Enter Into Contract with Lurvey Construction In FY25 for Renovations of Upper Floor of South Building (BSI/Business Services)

**PREPARED BY:** Emily Doerr

**VENDOR NAME:** Lurvey Construction, LLC

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

The City of Flint completed a competitive bidding process for building renovations in 2024, and as a result of the process, contractor Lurvey Construction was selected as the lowest responsible bidder with a bid amount of \$2,186,230.00. An assumption was made that the contract would be executed prior to 6/30/24 and the initial \$186,230 of work would be paid out in FY24 thus \$2,000,000 was budgeted in the BSI Building Improvements and Additions account in FY25. Thus, in order to proceed in the most direct path, BSI is requesting City Council approval to enter into a contract for \$2,000,000 (which is already authorized in the correct budget line item in this fiscal year) with Lurvey to proceed with payment of invoices and then there will be a contract change order and corresponding budget amendment put forth for approval once costs (including windows which were bid separately from the \$2,186,320 bid) are finalized.

#### **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	249-371.100-976.00		n/a due to FY discrepancy	\$0	240080

Note regarding approved City Council resolution 240080: City Officials cannot enter into contract in the amount authorized due to the authorization was in FY24 and now we are operating in FY25



## CITY OF FLINT

### **\*\* STAFF REVIEW FORM \*\***

October 9, 2024

#### Section III.

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

The upgrades will improve the conditions for City employees, residents, and business owners to provide a safer, more energy-efficient and customer-service oriented atmosphere in this currently outdated area of City Hall. This will help increase efficiency to enhance private investment by residents and businesses.

#### Section IV: FINANCIAL IMPLICATIONS:

**IF ARPA related Expenditure:**

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

In FY25, there is currently \$2,000,000 available in the BSI Building Improvements & Additions account. Any future contract change orders will be accompanied with a budget amendment.

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

Dept.	Name of Account	Account Number	Grant Code	Amount
BSI	Building Improvements and Additions	249-371.100-976.000		2,000,0000
		<b>FY25 GRAND TOTAL</b>		<b>2,000,000</b>

**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 \$2,000,000**



# CITY OF FLINT

## \*\* STAFF REVIEW FORM \*\*

October 9, 2024

BUDGET YEAR 2 \$186,320

BUDGET YEAR 3

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

PRE-ENCUMBERED? YES ☒ NO ☐ REQUISITION NO: 240008076

ACCOUNTING APPROVAL: Carissa Dotson Date: 11/05/2024  
Carissa Dotson Nov 5, 2024 12:29 EST

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	Emily Doerr	810.880.3371
2	Ashly Harris	810.219.9914
3	Lauren Rowley	(810) 766-7340 ext #2904

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

DEPARTMENT HEAD SIGNATURE: Emily Doerr  
Emily Doerr (Nov 5, 2024 12:31 EST)  
(Name, Title)

ADMINISTRATION APPROVAL: CLYDE D EDWARDS  
CLYDE D EDWARDS (Nov 5, 2024 11:17 EST)

240512-7



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

PRESENTED: 11-20-2024ADOPTED: JAN 08 2025

BY THE CITY ADMINISTRATOR:

**RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH  
INNOVATIVE SOFTWARE SERVICES, INC.**

WHEREAS,

The City of Flint Customer Service Center uses Innovative Software for Income Tax services. The scope of Income Tax services provided includes processing, collection, account reconciliation, compliance programs, and issuance of refund checks for the City of Flint. This makes Innovative Software a sole source provider for the listed services.

Innovative has submitted a proposal that includes a 2-year proposal for income tax services for calendar years 2024 and 2025; and

Whereas, The Customer Service Department requests to enter into a 2-year contract with Innovative Services. Funding will come from the following accounts:

Account Number	Account Name	Amount
101-253.200-801.000	Treasury Operations Professional Services	FY25 \$763,894.80
101-253.200-801.000	Treasury Operations Professional Services	FY26 \$763,894.80
	<b>2 Year Grand Total</b>	<b>\$1,527,789.60</b>

**IT IS RESOLVED**, that the appropriate City Officials are authorized to do all things necessary to enter into a contract with Innovative Software Services Inc. for income tax processing and collection for a total amount not to exceed \$763,894.80 for Fiscal Year 2025, and an amount not to exceed \$763,894.80 for Fiscal Year 2026. Funding is to come from Professional Services Account number 101-253.200-801.000.

APPROVED AS TO FORM:

APPROVED AS TO FINANCE:

Joseph Kuptz  
Joseph Kuptz (Nov 6, 2024 14:30 EST)

Joseph Kuptz, Acting City Attorney

CLYDE D EDWARDS / A0338  
CLYDE D EDWARDS / A0338 (Nov 6, 2024 14:46 EST)

Clyde Edwards, City Administrator

Phillip Moore  
Phillip Moore (Nov 6, 2024 14:26 EST)

Phillip Moore, Chief Financial Officer

[Signature]  
City Council



## CITY OF FLINT

### **\*\* STAFF REVIEW FORM \*\***

October 9, 2024

**TODAY'S DATE:** October 29<sup>th</sup> 2024

**BID/PROPOSAL#**

**AGENDA ITEM TITLE:** Income Tax Processing for City of Flint

**PREPARED BY:** K Fowler

**VENDOR NAME:** Innovative Software

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

The Customer Service center desires to enter into a 2-year contract with Innovative Software. Innovative is the current provider for processing and collection of income taxes, receipt of payments, account reconciliation, compliance programs and issue refund checks for the City of Flint. Innovative Software is compatible with our Income Tax system and is set to our specifications making them a necessary sole source for the city's income tax processing needs. Customer Service Center will continue to rely on Innovative services until the State of Michigan assumes these duties, which is expected to begin starting January 2027.

Innovative has submitted a proposal for Income Tax Services for FYE25 for \$763,894.80 and the same rate for FYE26 for \$763,894.80 which includes the following services:

Process	Quantity	Price	Discount	Extended Price
Entering Returns (All Types)	37,960	\$1.95	\$0.00	\$74,022.00
Auditing Resident / Non-Resident Returns	33,171	\$1.60	\$0.00	\$53,073.60
Auditing Corporate Returns	152	\$3.75	\$0.00	\$570.00
Refunds (All Types)	7,926	\$0.80	\$0.00	\$6,340.80
1099 Processing	9,803	\$0.80	\$0.00	\$7,842.40
Letters and Bills Processing	32,210	\$1.00	\$0.00	\$32,210.00
Payment Processing	56,825	\$0.70	\$0.00	\$39,777.50
W2 Posting	103,010	\$0.70	\$0.00	\$72,107.00
Bad Address Changes	10,425	\$1.00	\$0.00	\$10,425.00
W3 Reconciliation	3,687	\$13.50	\$0.00	\$49,774.50
Imaging - 1040 and Corporate Forms per page	181,000	\$0.30	\$0.00	\$54,300.00
State Tape Processing	1	\$20,000.00	\$0.00	\$20,000.00
CityTax Annual Maintenance Costs	1	\$44,457.00	\$10,000.00	\$34,457.00
Annual Admin (Tel, Fax, Systems, Courier)	1	\$74,700.00	\$0.00	\$74,700.00
E-Filing	20,000	\$4.50	\$0.00	\$90,000.00
<b>Estimated Processing Total</b>				<b>\$619,599.80</b>
Annual Employee Staffing Cost	1	\$101,295.00	\$0.00	\$101,295.00
Printed Forms-1040 & 1099 & Refund Checks	1	\$9,500.00	\$0.00	\$9,500.00
Envelopes/Paper/Checks	1	\$3,500.00	\$0.00	\$3,500.00
Mailing Cost as Incurred	1	\$30,000.00	\$0.00	\$30,000.00
<b>Total Estimate</b>				<b>\$763,894.80</b>





## CITY OF FLINT

### **\*\* STAFF REVIEW FORM \*\***

October 9, 2024

**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
FYE20	101-253.201-801.000	\$571,220.00	\$571,220.00	\$479,454.31	2013EM122
FYE21	101-253.201-801.000	\$470,191.11	\$470,191.11	\$470,191.11	2013EM122
FYE22	101-253.201-801.000	\$682,627.00	\$682,627.00	\$682,591.72	210575
FYE23	101-253.201-801.000	\$665,525.08	\$665,525.08	\$578,219.76	210575
FYE24	101-253.201-801.000	\$730,000.00	\$730,000.00	\$606,744.04	210575

**Section III.**

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

Innovative, as the city's income tax provider, has staffing and software needed to process city income tax returns and payments. Customer Service does not have the resources to handle in house. Attached proposal outlines all the services provided by Innovative.

**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
CSC	Professional Services	101-253.200-801.000		\$763,894.80
		FY25 GRAND TOTAL		\$763,894.80



## CITY OF FLINT

### **\*\* STAFF REVIEW FORM \*\***

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 \$763,894.80

BUDGET YEAR 2 \$763,894.80

BUDGET YEAR 3

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

PRE-ENCUMBERED? YES ☒ NO ☐ REQUISITION NO: 250009515

ACCOUNTING APPROVAL: A Trujillo Date: 10/29/24

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	Amanda Trujillo	810-766-7015
2	Paul Borle	810-766-7266
3	Phillip Moore	810-766-7266

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

DEPARTMENT HEAD SIGNATURE: Amanda Trujillo  
Amanda Trujillo (Nov 5, 2024 15:18 EST)  
Amanda Trujillo City Treasurer

DEPARTMENT HEAD SIGNATURE: Phillip Moore  
Phillip Moore (Nov 5, 2024 15:51 EST)  
Phillip Moore CFO

ADMINISTRATION APPROVAL: CLYDE D EDWARDS  
CLYDE D EDWARDS (Nov 6, 2024 11:23 EST)  
Clyde Edwards City Administrator



# Innovative Software Services, Inc.

P.O. Box 70 Eaton Rapids, MI 48827 Phone (517) 663-5710 Fax (517) 663-6141

July 1, 2024

Mr. Sheldon Neeley  
1101 S Saginaw St.  
Flint, Michigan 48501

Dear Mr. Neeley:

I have prepared the estimate for continued income tax processing for the next three years. The estimate is based upon 2023 calendar year tax data.

Innovative Software Services, Inc. in working with City of Flint staff has resulted in an increase in collections over the years and we look forward to increasing collections even more. All cities are unique, but in one case we achieved revenue growth from 8 million in 2008 to over 19 million 2023 and we are still growing that revenue stream even larger today.

Innovative Software Services utilizes advanced Windows® technology in the development of software designed for state and local governments and private industry. Among our products is CityTax™, the most flexible and modern income tax processing software on the market today.

Enclosed you will find several CityTax Processing™ documents for your review:

1. Description of Service Options
2. Processing Proposal
3. Revised CityTax Service Agreement.
4. References

Please let me know your thoughts. If you have questions or concerns, please contact me at 517-663-5710.

Sincerely,

Rick Carpenter, President

Enclosures (2)



**Innovative Software Services, Inc.**

P.O. Box 70 Eaton Rapids, MI 48827 Phone (517) 663-5710 Fax (517) 663-6141

# **CityTax Processing City of Flint Description of Services**

• • • • •  
*"The Local Income Tax Solution"*

*July 1, 2024*

## ***Introduction***

The following is an outline that describes each function contained within the proposal that Innovative Software Services, Inc. will provide to the City of Flint.

## ***Preface***

If the City of Flint decides to retain staff of their own and to have the mail delivered directly to the City of Flint, then an average of two days each week a certified courier will pick up and deliver all documents received by the City of Flint. If it is agreed upon that all mailings will be delivered directly to a PO Box supplied by Innovative Software Services, Inc. the courier service will not take place and federal express will be used for minor mailing quantities, such as tax related documents dropped off directly to the City of Flint by taxpayers.

With the exception of payments, all processing will be completed within two weeks of the date of delivery. Payments will be processed and deposited into the City of Flint's bank account within two days of receipt: except in very rare cases such as bank holidays, tax filing deadline day, withholding deadline day, etc.

Innovative Software Services, Inc. will not represent the City of Flint for disputes of taxpayers who have appealed to board of review, tax tribunal, or state tax commission or any other municipal matters. Innovative Software Services, Inc. will supply all required documentation and aid in advising city personnel in these matters.

Innovative Software Services, Inc. will not respond to press inquiries concerning the income tax operation. Innovative Software Service, Inc. will supply all required documentation requested by the City of Flint.

The audit criteria used in all facets of income tax processing must be defined and provided by the City of Flint.

The City of Flint will be responsible for designing and distributing all tax forms. Innovative Software Services, Inc. will provide any data required for the printing process such as names, addresses, etc.

## ***Entering Tax Returns***

This process covers entry of all basic tax return form information and a general review of the returns. This process does include the opening of mail, sorting and batching of returns.

## ***Auditing of Resident/Non-Resident Tax Returns***

This process covers all audit procedures for Resident and Non-Resident Tax Returns as defined by the City of Flint.

## ***Auditing of Corporate Tax Returns***

This process covers all audit procedures for all Corporate, Partnership, and Business Tax Returns as defined by the City of Flint.

## ***Refunds (All Types)***

This process covers all refund processing for the City of Flint. This does include the actual printing of checks.

## ***1099 Processing***

This process covers all printing and electronic submission of 1099s.

### ***Letters and Invoice Processing***

This process covers all printing and mailing of the City of Flint defined letter and invoice procedures. This also includes the State tape process and any additional interface methods defined by the City of Flint.

### ***Payment Processing***

This procedure covers entry of all payments into the CityTax system. In addition, this covers the daily deposits.

### ***W2 Posting***

This process covers all posting of all W2 information as specified by the City of Flint received via Employers or Employees.

### ***W3 Reconciliation***

This process covers the reconciliation of Employer W3 submissions.

### ***Annual Employee Staffing***

If the City of Flint decides to outsource all functions of the Local Income Tax Processing and elects not to retain at least one (1) staff member qualified as a Tax Administrator, then an Annual staffing charge will be imposed.

### ***Annual Administration Cost***

The annual administration cost covers all hardware and software upgrades, telephone and administration. This fee is imposed if the City of Flint decides to outsource all facets of the Local Income Tax Processing operation including the scenario whereas the City of Flint retains an income tax administrator of their own.

### ***Mailing Costs***

All mailing costs shall be covered by the City of Flint and will be charged back to the City of Flint on an as incurred basis. An estimated mailing cost based upon all processes is outlined in this proposal.

### ***Data Backups***

Database snapshots are performed throughout the day and also a full backup is performed every business night. Backups are stored in a secure environment.

### ***Duties/Issues that must be conducted by the City of Flint include***

- Make the final determination concerning non-routine audit adjustments.
- Pursue the final stages of collections of amounts due.
- Waiver of penalty and interest.
- Conduct Board of Review Cases.
- Design and update tax forms.
- Determine all income tax policies.
- Answer all inquiries concerning income tax revenue.
- Approve payment plans not determined to be standard as defined by the City of Flint
- Make determination concerning accounts receivable write offs.

*If the City of Flint elects to retain one (1) income tax employee with local tax administration qualifications the following duties will be conducted by that employee:*

- Make the final determination concerning non-routine audit adjustments.
- Pursue the final stages of collections of amounts due (including NSF replacement).
- Deal with taxpayer phone calls and visits.
- Reconcile payment information received daily from Innovative Software Services, Inc with Accounting/Treasury.
- Conduct annual compliance testing.
- Register new employers.
- Waive penalty and interest.
- Conduct Board of Review Cases.
- Design and update tax forms.

***Annual Software Support***

The Annual Software Support will be reduced by the amount shown in the proposal.



**Innovative Software Services, Inc.**

P.O. Box 70 Eaton Rapids, MI 48827 Phone (517) 663-5710 Fax (517) 663-6141

# **CityTax Processing City of Flint Proposal**

• • • • •  
*"The Local Income Tax Solution"*

Proposal  
Maintenance Agreement  
References

*July 1, 2024*



# CityTax Processing

**“The Local Income Tax Solution”**

**City of Flint**

**Proposal**

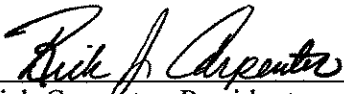
Process	Quantity	Price	Discount	Extended Price
Entering Returns (All Types)	37,960	\$1.95	\$0.00	\$74,022.00
Auditing Resident / Non-Resident Returns	33,171	\$1.60	\$0.00	\$53,073.60
Auditing Corporate Returns	152	\$3.75	\$0.00	\$570.00
Refunds (All Types)	7,926	\$0.80	\$0.00	\$6,340.80
1099 Processing	9,803	\$0.80	\$0.00	\$7,842.40
Letters and Bills Processing	32,210	\$1.00	\$0.00	\$32,210.00
Payment Processing	56,825	\$0.70	\$0.00	\$39,777.50
W2 Posting	103,010	\$0.70	\$0.00	\$72,107.00
Bad Address Changes	10,425	\$1.00	\$0.00	\$10,425.00
W3 Reconciliation	3,687	\$13.50	\$0.00	\$49,774.50
Imaging - 1040 and Corporate Forms per page	181,000	\$0.30	\$0.00	\$54,300.00
State Tape Processing	1	\$20,000.00	\$0.00	\$20,000.00
CityTax Annual Maintenance Costs	1	\$44,457.00	\$10,000.00	\$34,457.00
Annual Admin (Tel, Fax, Systems, Courier)	1	\$74,700.00	\$0.00	\$74,700.00
E-Filing	20,000	\$4.50	\$0.00	\$90,000.00
<b>Estimated Processing Total</b>				<b>\$619,599.80</b>
Annual Employee Staffing Cost	1	\$101,295.00	\$0.00	\$101,295.00
Printed Forms-1040 & 1099 & Refund Checks	1	\$9,500.00	\$0.00	\$9,500.00
Envelopes/Paper/Checks	1	\$3,500.00	\$0.00	\$3,500.00
Mailing Cost as Incurred	1	\$30,000.00	\$0.00	\$30,000.00
<b>Total Estimate</b>				<b>\$763,894.80</b>

***\*\*Proposal valid for 60 days\*\****

## CITYTAX PROCESSING PROPOSAL

**Seller:**

Innovative Software Services, Inc  
157 South Main Street  
Eaton Rapids, Michigan 48827 USA

By:  Date: July 1, 2024  
Rick Carpenter, President

**Buyers:**

City of Flint  
1101 S Saginaw St.  
Flint, Michigan 48501 USA

Approved

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Sheldon Neeley , Mayor

Attest

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

Approved as to Form

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

Certification of Funds

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

# **CITYTAX PROCESSING PAYMENT AGREEMENT**

## **EXHIBIT A Payment Provisions**

City of Flint will pay Innovative Software the contracted fees at the following schedule:

### **Billed and Due Annually:**

- Annual Maintenance Agreement – 100% (see Section 2, CityTax Service Contract)

### **Billed and Due Monthly as Incurred:**

- All Processing Functions

### **Payment Terms**

- Payment is due upon receipt of the invoice

### **Interest Penalty on Past Due Accounts**

- An interest rate of 1.5% monthly (18% annually) will be added to an account not paid after 30 days from the invoice date.



# Innovative Software Services, Inc.

P.O. Box 70 Eaton Rapids, MI 48827 Phone (517) 663-5710 Fax (517) 663-6141

## CITYTAX ANNUAL MAINTENANCE AGREEMENT

This Agreement is made effective as of July 1, 2024, by and between Innovative Software Services Inc, of 157 South Main Street, Eaton Rapids, Michigan 48827, USA and City of Flint, of 1101 S Saginaw St., Flint, Michigan 48501, USA.

In this Agreement, the party who is contracting to receive services shall be referred to as "City of Flint", and the party who will be providing the services shall be referred to as "Innovative Software".

Innovative Software has a background in software development, consulting and support and is willing to provide services to City of Flint based on this background.

City of Flint desires to have services provided by Innovative Software.

Therefore, the parties agree as follows:

**1. DESCRIPTION OF SERVICES.** Beginning on July 1, 2024, Innovative Software will provide the following services, (collectively, the "Services"): Unlimited phone support for Innovative Software's CityTax software program. Customer requested on-site support to be billed on a time and material basis at the current rate of one hundred seventy five dollars (\$175.00) per hour. Services include updates of the CityTax programs, applications and systems without charge (except for shipping and handling charges). Updates are enhancements of specified software that are designed to improve or correct its performance. Changes in software configuration, vendor use patterns or an increase in vendor use are not included in updates which are available from Innovative Software at prevailing rates.

**2. PAYMENT.** City of Flint will pay a fee to Innovative Software for the Services in the amount of \$34,457. The Maintenance Agreement shall be payable annually beginning on the date of installation. Upon termination of this Agreement, payments under this paragraph shall cease; provided, however, that Innovative Software shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which Innovative Software has not yet been paid.

**3. TERM/TERMINATION.** This Agreement shall be effective for a period of two years and shall automatically renew for successive terms of the same duration, unless either party provides 90 days written notice to the other party prior to the termination of the applicable initial term or renewal term.

## CITYTAX ANNUAL MAINTENANCE AGREEMENT

**4. RELATIONSHIP OF PARTIES.** It is understood by the parties that Innovative Software is an independent contractor with respect to City of Flint, and not an employee of City of Flint. City of Flint will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Innovative Software.

**5. EMPLOYEES.** Innovative Software's employees, if any, who perform services for City of Flint under this Agreement shall also be bound by the provisions of this Agreement.

**6. ASSIGNMENT.** Innovative Software's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City of Flint.

**7. INTELLECTUAL PROPERTY.** The following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"):

*a. Consultant's Intellectual Property.* Innovative Software personally holds an interest in the Intellectual Property that is described on the attached Exhibit A and which is not subject to this Agreement.

*b. Development of Intellectual Property.* Any improvements to Intellectual Property items listed on Exhibit A, further inventions or improvements, and any new items of Intellectual Property discovered or developed by Innovative Software (or Innovative Software's employees, if any) during the term of this Agreement shall be the property of Innovative Software, subject to City of Flint's right to acquire such Intellectual Property on terms agreeable to Innovative Software and City of Flint. City of Flint will not acquire shop rights or an interest in any way in such Intellectual Property by virtue of the development, experimentation, or adaptation for manufacture, sale, or use.

**8. CONFIDENTIALITY.** Innovative Software recognizes that City of Flint has and will have the following information:

- Business affairs
- Process information
- Customer lists

and other proprietary information (collectively, "Information") which are valuable, special and unique assets of City of Flint. Innovative Software agrees that Innovative Software will not at any time or in any manner, either directly or indirectly, use any Information for Innovative Software's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of City of Flint. Innovative Software will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

## **CITYTAX ANNUAL MAINTENANCE AGREEMENT**

**9. UNAUTHORIZED DISCLOSURE OF INFORMATION.** If it appears that Innovative Software has disclosed (or has threatened to disclose) Information in violation of this Agreement, City of Flint shall be entitled to an injunction to restrain Innovative Software from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. City of Flint shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

**10. CONFIDENTIALITY AFTER TERMINATION.** The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

**11. NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for City of Flint:

Sheldon Neeley, Mayor  
City of Flint  
1101 S Saginaw St.  
Flint, Michigan 48501

IF for Innovative Software:

Innovative Software Services Inc  
Rick Carpenter, President  
157 South Main Street  
Eaton Rapids, Michigan 48827  
USA

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

## **CITYTAX ANNUAL MAINTENANCE AGREEMENT**

**12. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**13. AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

**14. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**15. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**16. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Michigan.

## CITYTAX ANNUAL MAINTENANCE AGREEMENT

### Agree To:

City of Flint  
1101 S Saginaw St.  
Flint, Michigan 48501

Approved

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Sheldon Neeley, Mayor

Attest

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

Approved as to Form


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

Certification of Funds

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

### Party providing services:

Innovative Software Services Inc  
157 South Main Street  
Eaton Rapids, Michigan 48827

By:  Date: July 1, 2024  
Rick Carpenter, President



# **CITYTAX ANNUAL MAINTENANCE AGREEMENT**

## **EXHIBIT A Intellectual Property**

Innovative Software Services CityTax software program, applications, and systems, the City of Flint may not edit, modify or merge into other software materials, the computer software programs, applications and systems purchased from Innovative Software. Such modifications by the City of Flint will immediately invalidate Innovative Software's obligation to support the City of Flint's affected programs, applications and systems, unless Innovative Software has been advised of the proposed modifications, in writing, prior to the modification of the system and has agreed, in writing, to support the modified programs, applications and systems. Further, any such modifications may subject the City of Flint to claims by Innovative Software based on a claim of United States copyright or patent infringement.



**Innovative Software Services, Inc.**

P.O. Box 70 Eaton Rapids, MI 48827 Phone (517) 663-5710 Fax (517) 663-6141

## **Innovative Software Services Customer References**

• • • • • • • •

*“Developers of Innovative Software”*

*January 01, 2024*

**City of Albion, MI**

Population 10,066

Tom Mead, Finance Director/Treasurer

112 W. Cass Street

Albion, Michigan 49224

Phone: (517) 629-5535

**City of Ionia, MI**

Population 5,935

Nancy Rutledge, Income Tax Administrator

114 N. Kidd Street

PO Box 512

Ionia, MI 48846

Phone: (616) 527-5729

**City of Battle Creek, MI**

Population 54,000

Vickie Kammerud, Income Tax Administrator

10 N. Division St.

P.O. Box 1657

Battle Creek, MI 49016-1657

Phone: (616) 966-3346

**City of Jackson, MI**

Population 38,000

Martin Griffin.

Income Tax Administrator/City Treasurer

212 W. Michigan Ave.

Jackson, MI 49201

Phone: (517) 788-4043

**City of Big Rapids, MI**

Population 12,603

Tom Paul, Income Tax Administrator

226 North Michigan Avenue

Big Rapids, MI 49307

Phone: (231) 592-4012

**City of Lansing, MI**

Population 119,128

Desiree Kirkland, Treasurer

124 W. Michigan Ave

Lansing, MI 48933

Phone: (517) 483-4114

**City of Grand Rapids, MI**

Population 193,700

Jennifer Woodard, Income Tax Administrator

300 Monroe Avenue NW

Grand Rapids, MI 49503

Phone: (616) 456-3026

**City of Lapeer, MI**

Population 7,759

Kay Hodges, Income Tax Administrator

576 Liberty Park

Lapeer, MI 48446

Phone: (810) 667-7155

**City of Grayling, MI**

Population 1,944

Lisa Johnson, City Treasurer

5688 M-72 West

Grayling, MI 49738

Phone: (989) 348-2131

**City of Lincoln Park, MI**

Bill Bohaln, DPW Director

500 Southfield Rd

Lincoln Park, MI 48146

(313) 386-9000

**City of Hudson, MI**

Population 2,499

Dixie Wright, Income Tax Administrator

12 N. Church St, P.O. Box 231

Hudson, MI 49247

(517) 448-8983

**City of Marysville, OH**

Population 15,942

Becky Arnott

125 E Sixth St.

Marysville, OH 43040

Phone: (937) 642-6015

**City of Muskegon, MI**

Population 40,900

Kenneth Grant, Income Tax Administrator

933 Terrace Street

Muskegon, MI 49443-0029

Phone: (231) 724-6932

**City of Springfield, MI**

Population 5,582

Vicki Kammerud, Compliance Officer

601 Avenue A

Springfield, MI 49015

Phone: (269) 965-8324

**City of Muskegon Heights, MI**

Population 13,300

Robert Jackson, City Treasurer

2724 Peck Street

Muskegon Heights, MI 49444

Phone: (231) 733-8800

**City of Sylvania, OH**

Population 17,301

Angie Kuhn, Income Tax Administrator

6730 Monroe Street

Sylvania, OH 43560

Phone: (419) 885-8943

**City of Pontiac, MI**

Population 72,800

Larry Kosofsky, Income Tax Compliance Officer

47450 Woodward Ave

Pontiac, MI 48342

Phone: (248) 758-3092

**Medical Practice Support Services**

Diane Yeager, President

2385 Delhi Commerce, Suite 2

Holt, MI 48842

Phone: (517) 694-7942

**City of Portland, MI**

Population 3,889

Angie Baum, Income Tax Clerk

259 Kent Street

Portland, MI 48875

Phone: (517) 647-2941

**Snowmass Water & Sanitation District**

Population 1,200

Kit Hamby, Director

177 Club House Drive

Snowmass Village, CO 81615

Phone: (970) 923-2056

**City of Saginaw, MI**

Population 69,100

Janet Schramke, Utility billing Manager

1315 S. Washington

Saginaw, MI 48601

Phone: (989) 759-1654

**Town of Baileys Harbor, WI**

Population 400

Lois Pluff, Treasurer

7741 County Hwy. A

Baileys Harbor, WI 54202

Phone: (920) 830-9509

**City of Sidney, OH**

Population 20,211

Steve Stilwell, City Manager

201 W. Poplar St.

Sidney, OH 45365

Phone: (937) 498-8110

**Town of Lawrence, WI**

Population 1,700

Judy Benz, Clerk/Treasurer

2595 French Rd

DePere, WI 54115-9495

Phone: (920) 336-9131

**Town of Wrightstown, WI**

Population 1,934  
Faye Wierschke  
1728 Partridge Rd.  
DePere, WI 54115  
Phone: (920) 336-7099

**Village of Lena, WI**

Population 769  
Janet Ragen  
117 East Main Street, PO Box 176  
Lena, WI 54139-0176  
Phone: (920) 829-5226

**Traverse Area District Library, MI**

Dawn Buchanan, Business Manager  
610 Woodmere  
Traverse City, MI 49686  
Phone: (231) 932-8527

**Village of Mishicot, WI**

Population 1,422  
James Bydalek  
511 East Main St.  
Mishicot, WI 54228

**Village of Black Creek, WI**

Population 1,192  
Sharon Blake, Village Clerk  
P.O. Box 277  
Black Creek, WI 54106  
Phone: (920) 984-3295

**Village of New Washington, OH**

Population 987  
Patricia Krebs, Income Tax Administrator  
P.O. Box 488  
New Washington, OH 44854  
Phone: (419) 492-2656

**Village of Constantine, MI**

Population 2,095  
Ruth Strawser, Village Clerk  
101 White Pigeon Street  
Constantine, MI 49042  
(269) 435-2085

**Village of Ottawa Hills, OH**

Population 4,564  
Karen Urbanik, Finance Director  
2125 Richards Rd.  
Ottawa Hills, OH 43606  
Phone: (419) 536-1111

**Village of Denmark, WI**

Population 1,948  
MiLissa Stipe  
118 E. Main St., P.O. Box 310  
Denmark, WI 54208-0310  
Phone (920) 863-6400

**Village of Suring, WI**

Population 605  
Carol Heise  
604 Main Street  
Suring, WI 54174  
Phone: (920) 842-2333

**Village of Hobart, WI**

Population 1,000  
Mary Smith, Clerk  
2990 S. Pine Tree Rd.  
Oneida, WI 54155  
Phone: (920) 869-3802

**Village of Walbridge, OH**

Population 2,736  
Patricia Crawford, Income Tax Administrator  
111 N. Main Street  
Walbridge, OH 43465  
Phone: (419) 666-1830

**Village of Waterville, OH**

Population 4,828  
Jenny Valentine, Income Tax Administrator  
P.O. Box 140  
Waterville, OH 43566  
Phone: (419) 878-8102

**City of Cadiz, OH**

Population 3,308  
Renee Davis, Income Tax Administrator  
PO Box 352  
Cadiz, OH 43907  
Phone: (740) 942-8844

**Village of Strasburg, OH**

Population 2,310  
Heather Lecce, Income Tax Administrator  
358 5<sup>th</sup> ST SW  
Strasburg, OH 44680  
Phone: (330) 878-7213

**City of Converse, TX**

Population 11,508  
Jerry Wilson, Finance Director  
PO Box 36  
Converse, TX 78109-0036  
Phone: (210) 658-5356

**City of Gillete, WI**

Population 1,256  
Lauri Cornelius, Utility Clerk  
150 North McKenzie Avenue  
Gillete, WI 54124  
Phone: (920) 855-2255

**Village of New Riegel, OH**

Population 226  
Valerie Hohman, Income Tax Administrator  
PO Box 28  
New Riegel, OH 44853  
Phone: (419) 937-2698

**City of Dublin, OH**

Population 31,392  
Faye Gibson, Income Tax Commissioner  
PO Box 800  
Dublin, OH 43017  
Phone: (614) 410-6560

**Village of Dresden, OH**

Population 1,423  
Ms. Trudy Ridenour, Tax Administrator  
PO Box 132  
Dresden, Ohio 43821  
Phone: (740) 754-2569

**City of Flint, MI**

Population 124,943  
Doug Bingaman, Income Tax Administrator  
PO Box 289  
Flint, MI 48501  
Phone (810) 766-7470 ext 2108

**City of Whitehall, OH**

Population 19,201  
Michelle Carberry, Income Tax Director  
360 S Yearling Rd  
Columbus, OH 43213  
Phone: (614) 237-9803

**City of Fairfield, OH**

Population 42,097  
Tom Hedge, Income Tax Administrator  
701 Wessell Dr  
Fairfield, OH 45014  
Phone: (513) 867-5327

**City of Oregon, OH**

Population 19,355  
Patricia Wast, Commissioner of Taxation  
5330 Seaman Street  
Oregon, OH 43616-2608  
Phone: (419) 698-7033

**Village of Gibsonburg, OH**  
Population 2,506  
Robert A. Schroeder, Fiscal Officer  
120 N Main St  
Gibsonburg, OH 43431  
Phone: (419) 637-7166

**City of Lakeview, OH**  
Population 1,060  
Teri Lamb, Tax Administrator  
PO Box 105  
Lakeview, OH 43331  
Phone: (937) 843-3140

**City of Springboro, OH**  
Population 12,380  
Beth Eaton, Assistant Finance Officer  
320 W Central Ave  
Springboro, OH 45066  
Phone: (937) 748-4351

**City of Marion, OH**  
Population 35,318  
Cathy Chaffin, Tax Administrator  
223 West Center Street  
Marion, OH 43302  
Phone: (740) 387-6926

**Village of Midvale, OH**  
Population 2,506  
Cathy Feister, Tax Administrator  
PO Box 109  
Midvale, OH 44653  
Phone: (330) 339-1939

**City of Oakwood, OH**  
Population 9,215  
Cindy Stafford, Finance Director  
30 Park Avenue  
Oakwood, OH 45419  
Phone: (937) 298-0402

**City of Kettering, OH**  
Population 57,502  
Marcy Bare, Tax Manager  
3600 Shroyer Rd  
Kettering, OH 45429  
Phone: (937) 296-2502

**City of Bowling Green, OH**  
Population 29,636  
Cheryl Layman, Tax Commissioner  
304 N. Church Street  
Bowling Green, OH 43402  
Phone: (419) 354-6211

**City of Walker, MI**  
Population 21,842  
Julie Blok, Income Tax Administrator  
4243 Remembrance Rd  
Walker, MI 49504  
Phone: (616) 791-6866

**City of Hamtramck, MI**  
Population 22,976  
Cathy Square, EM  
3041 Evaline  
Hamtramck, MI 48212  
Phone: (313) 870-0315

**City of Pomeroy, OH**  
Population 1,966  
Jean A. Durst, Tax Administrator  
PO Box 666  
Pomeroy, OH 45769  
Phone: (740) 992-1636

**City of Highland Park, MI**  
Population 16,746  
Cathy Square, EM  
3041 Evaline  
Hamtramck, MI 48212  
Phone: (313) 870-0315

**City of Granville, OH**

Population 5,651  
Rita Williams, Tax Administrator  
PO Box 514  
Granville, OH 43023  
Phone: (740) 587-2764

**City of Bolivar, OH**

Population 994  
Heather Leece, Tax Commissioner  
PO Box 204  
Bolivar, OH 44612  
Phone: (330) 874-3717

**City of Detroit, MI**

Population 750,000  
Tanya Stoudemire, Tax Administrator  
2 Woodward Ave.  
Detroit, MI 48226  
Phone: (313) 224-1663

**City of North Kingsville, OH**

Population 2,923  
Cheryl Cliff, Tax Commissioner  
PO Box 253  
North Kingsville, OH 44068  
Phone: (440) 224-1924

**City of Akron, OH**

Population 199,100  
Art Preiksa, Tax Administrator  
1 Cascade Plz #11  
Akron, OH 44308  
Phone: (330) 375-2527

**City of Forest Park, OH**

Population 18,720  
Andy Levandusky, Deputy Finance Director  
1201 Kemper Rd  
Forest Park, OH 45240  
Phone: (513) 595-5293

**City of Piqua, OH**

Population 20,500  
Lisa Cavender, Tax Administrator  
201 West Water Street  
Piqua, OH 45356  
Phone: (937) 778-2009

**City of Port Huron, MI**

Population 30,184  
Ed Laratonda, Income Tax Administrator  
100 McMorran Boulevard  
Port Huron, MI 48060  
Phone: (810) 984-9741

**City of Canton, OH**

Population 73,000  
Kim Perez, Treasurer  
PO Box 8876  
Canton, OH 44711  
Phone: (330) 430-7900

**City of Vandalia, OH**

Population 15,246  
Bridgette Leiter, Finance Director  
333 James Bohanan Memorial Dr.  
Vandalia, OH 45377  
Phone: (937) 415-2233

**City of Middletown, OH**

Population 48,700  
Misty Nicely, Tax Commissioner  
1 Donham Plaza  
Middletown, OH 45042-1932  
Phone: (513) 425-7861

**City of Green, OH**

Population 25,783  
Stephen Tichon, Tax Commissioner  
PO Box 460  
Green, OH 44232-0460  
Phone: (330) 896-0460



**City of Benton Harbor, MI**

Population 10,038  
Lisa Golliday, City Tax Administrator  
200 E Wall St  
Benton Harbor, MI 49022  
Phone: (269) 927-2468

**City of Port Clinton, OH**

Population 6,025  
Michelle Bryant, Tax Commissioner  
1868 E Perry St  
Port Clinton, OH 43452  
Phone: (419) 734-5522 Ext 235

**City of East Lansing, MI**

Population 48,579  
Jill Feldpausch, Finance Director  
410 Abbot Rd  
East Lansing, MI 48823  
Phone: (517) 319-6875

**City of Findlay, OH**

Population 40,313  
Mary Price, Income Tax Administrator  
318 Dorney Plaza, Room 115  
Findlay, OH 45840  
Phone: (419) 424-7802

**City of Northwood, OH**

Population 5,265  
Andy Tepper, Income Tax Administrator  
6000 Wales Rd  
Northwood, OH 43619  
Phone: (419) 693-9326

**City of Massillon, OH**

Population 32,146  
Lori Kotagides-Boron  
Income Tax/Budget Director  
Municipal Annex  
151 Lincoln Way E  
Massillon, OH 44646  
Phone: (330) 830-2684

**Village of Cygnet, OH**

Population 618  
Cathy McEwen, Income Tax Administrator  
PO Box 367  
Cygnet, OH 43413  
Phone: ()

**Village of Jefferson, OH**

Population 3226  
Patty Fisher, Treasurer  
27 E Jefferson St  
Jefferson, OH 44047  
(440) 576-3947

**City of Lebanon, OH**

Population 20,659  
Elizabeth Fingerle, Income Tax Administrator  
50 South Broadway St  
Lebanon, OH 45036  
Phone: (513) 228-3121

**City of Logan, OH**

Population 7296  
Mindy Croft, Office Manager  
10 S. Mulberry St.  
Logan, OH 43138  
Phone: (740)-385-2448

**City of Heath, OH**

Population 10,412  
Bev Shepard, Income Tax Administrator  
1287 Hebron Road  
Heath, OH 43056  
Phone: (710) 522-1420 Ext 216



240551-T

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

PRESENTED: 12-4-2024ADOPTED: JAN 08 2025

BY THE CITY ADMINISTRATOR:

**RESOLUTION AUTHORIZING MANQUEN VANCE FOR EMPLOYEE AND RETIREE  
HEALTHCARE CONSULTING AND BENEFIT ADMINISTRATION**

On June 28, 2021, the Flint City Council approved a three-year contract authorizing Manquen Vance as the third-party administrator for the City of Flint's Employee and Retiree Healthcare Consulting and Benefits Administrator (resolution 210299). The agreement was for fiscal years FYE22, FYE23, and FYE24. The contract includes extension options for up to three additional years. The cost for each additional year is \$105,000.00.

The Human Resources and Labor Relations Division requests to extend the current agreement by an additional two years, through June 30, 2026. The cost for FYE25 will be \$105,000.00 and FYE26 \$105,000.00, for a total change order amount of \$210,000.00. Funding will come from the general ledger account numbers #627-000.105-723.000 for \$60,000.00 and #627-853.250-801.000 for \$45,000.00 for both years, FYE25 and FYE26.

Dept.	Name of Account	Account Number	Grant Code	Amount
HR	Fringe Benefit Fund-Retiree Healthcare	627-000.019-714.010	n/a	\$60,000.00
HR	Fringe Benefit Fund-Hospitalization Ins.	627-000.023-801.000	n/a	\$45,000.00
<b>FY25 GRAND TOTAL</b>				<b>\$105,000.00</b>

Dept.	Name of Account	Account Number	Grant Code	Amount
HR	Fringe Benefit Fund-Retiree Healthcare	627-000.019-714.010	n/a	\$60,000.00
HR	Fringe Benefit Fund-Hospitalization Ins.	627-000.023-801.000	n/a	\$45,000.00
<b>FY26 GRAND TOTAL</b>				<b>\$105,000.00</b>

**IT IS RESOLVED** that the appropriate City Officials are authorized to do all things necessary to extend the agreement with Manquen Vance for two additional years, for FYE25 and FYE26, pending budget adoption, for a total amount of \$210,000.00 as outlined above.

APPROVED AS TO FORM:

APPROVED AS TO FINANCE:

Joseph Kuptz (Nov 25, 2024 16:54 EST)

Joseph Kuptz, Acting City Attorney

Phillip Moore (Nov 25, 2024 16:45 EST)

Phillip Moore, Chief Financial Officer

FOR THE CITY OF FLINT:

APPROVED BY CITY COUNCIL:

CLYDE D EDWARDS / A0357 (Nov 25, 2024 19:38 EST)

Clyde Edwards, City Administrator



## CITY OF FLINT

### **\*\* STAFF REVIEW FORM \*\***

October 9, 2024

**TODAY'S DATE:** November 20, 2024

**BID/PROPOSAL#**

**AGENDA ITEM TITLE:** Resolution Authorizing Manquen Vance, Inc.

**PREPARED BY:** V. Foster

**VENDOR NAME:** Manquen Vance

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

On June 28, 2021, Flint City Council adopted resolution #210299 approving a contract with Manquen Vance to act on behalf of the City as the third-party administrator for management and consulting of healthcare benefits for the period 7/1/21-7/1/24 for \$90,000 per year. Manquen Vance specializes in key strategic benefits administration, human resources support, compliance guidance, and healthcare analytics.

The current agreement with Manquen Vance includes a 3-year renewal option of \$105,000 for each additional year through 2027. Based on the past performance of Manquen Vance, the HR Department requests a 2-year extension of the agreement for two years through 7/31/26. The services of Manquen Vance have been invaluable in managing the City's active employee benefits programs.

#### **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
FYE22	Fringe Benefit Fund-Personnel	627-000.019-714.010	\$90,000	\$45,000	210299
		627-000.023-801.000		\$45,000	
FYE23	Fringe Benefit Fund-Personnel	627-000.019-714.010	\$90,000	\$45,000	210299
		627-000.023-801.000		\$45,000	
FYE24	Fringe Benefit Fund-Personnel	627-000.019-714.010	\$90,000	\$45,000	210299
		627-000.023-801.000		\$45,000	



## CITY OF FLINT

### **\*\* STAFF REVIEW FORM \*\***

October 9, 2024

#### Section III.

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

Manquen Vance is a leading expert in their field. They are highly trained at keeping within federal and state regulatory requirements, which protects the City of Flint.

#### 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
HR	Fringe Benefit Fund-Retiree Healthcare	627-000.019-714.010	n/a	\$60,000
HR	Fringe Benefit Fund-Hospitalization Ins.	627-000.023-801.000	n/a	\$45,000
		<b>FY25 GRAND TOTAL</b>		<b>\$105,000.00</b>

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 \$105,000

BUDGET YEAR 2 \$105,000

BUDGET YEAR 3

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

PRE-ENCUMBERED? YES ☒ NO ☐ REQUISITION NO: 250009556

ACCOUNTING APPROVAL: V. Foster Date: \_\_\_\_\_



## CITY OF FLINT

### **\*\* STAFF REVIEW FORM \*\***

October 9, 2024

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☒

#### Section V: RESOLUTION DEFENSE TEAM:

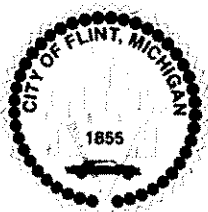
(Place the names of those who can defend this resolution at City Council)

	NAME	PHONE NUMBER
1	Eddie Smith	810-766-7280
2	Phillip Moore	810-766-7266
3	Paul Borle	810-766-7266

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

DEPARTMENT HEAD SIGNATURE: Eddie L. Smith  
Eddie Smith, HR & LR Director

**ADMINISTRATION APPROVAL:** CLYDE D EDWARDS / A0357  
CLYDE D EDWARDS / A0357 (Nov 25, 2024 19:38 EST)  
(for \$20,000 or above spending authorizations) Clyde Edwards, City Administrator



PROPOSAL# 22000704

RESOLUTION NO.: 210299  
PRESENTED: JUN 28 2021  
ADOPTED: JUN 28 2021

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO MANQUEN VANCE FOR  
EMPLOYEE AND RETIREE HEALTHCARE CONSULTING AND BENEFIT ADMINISTRATION**

WHEREAS, working in conjunction with the Human Resources Department, the Department of Finance developed the proposal to solicit bids to combine the consulting agreements for both active employees and retirees. The Finance and Human Resources recommends the lowest qualified bidder Manquen Vance be awarded the bid for employee and retiree healthcare consulting and benefit administration services in the amount of \$90,000 for each of the next three fiscal years FY2022, FY2023, and FY2024, totaling \$270,000.

Account Number	Account Name	Amount
627-000.105-723.000	Retiree Healthcare	\$45,000.00
627-853.250-801.000	Professional Services	\$45,000.000
	<b>FY2022 GRAND TOTAL</b>	<b>\$90,000.00</b>

IT IS RESOLVED, that the appropriate City Officials are authorized to do all things necessary to enter into a contract with Manquen Vance to provide employee and retiree healthcare consulting and benefit administration services for FY2022, FY2023, and FY2024, pending budget adoption, for the amount of \$90,000.00 per year, totaling \$270,000.00.

APPROVED AS TO FORM:

Angela Wheeler  
Angela Wheeler (Jun 22, 2021 10:58 EDT)  
Angela Wheeler, Chief Legal Officer

APPROVED AS TO FINANCE:

Shelbi Frayer  
Shelbi Frayer (Jun 22, 2021 11:11 EDT)  
Shelbi Frayer, Chief Financial Officer

FOR THE CITY OF FLINT:

CLYDE D. EDWARDS  
CLYDE D. EDWARDS (Jun 22, 2021 11:17 EDT)  
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

Kate Fields  
Kate Fields, City Council President

APPROVED AS TO PURCHASING:

Jennifer Ryan  
Jennifer Ryan (Jun 22, 2021 10:39 EDT)  
Jennifer Ryan, Deputy Finance Director



## CITY OF FLINT

### STAFF REVIEW FORM

**TODAY'S DATE:** 06/04/2021

**BID/PROPOSAL#** 22000704 - Employee/Retiree Healthcare Consulting & Benefit Administration

**AGENDA ITEM TITLE:** Resolution for Manquen Vance, Inc.

**PREPARED BY:** V. Foster, Dept. of Finance

**VENDOR NAME:** Manquen Vance, Inc.

**BACKGROUND/SUMMARY OF PROPOSED ACTION:**

Manquen Vance has provided fringe benefit consulting and management services since March 2012 (previously known as Cornerstone Municipal Group). Manquen Vance currently manages the City's active employee benefit programs. The current contract for managing the benefit program was extended through June 30, 2021 by Council on July 13, 2020 (reso #200287).

Working in conjunction with the Human Resources Department, the Department of Finance developed the RFP to solicit bids to combine the consulting agreements for both active employees and retirees (which for the last several years were separate and provided by two different firms). Bids were opened publicly by way of a virtual opening and read aloud on Friday, May 14, 2021. Bids were received from six different firms and three other firms declined to submit. Several members of the Finance and HR Staff analyzed each of the proposals and rated each of them.

Manquen Vance was the unanimous choice of the reviewers and is being recommended for a three-year contract. The recommendation includes annual renewals at a price not to exceed \$90,000 per year for a three-year agreement. Approval of Manquen Vance would result in a minimum savings of \$30,000 per year over what the City is currently paying along with the combining of two consulting agreements into one. The contract includes a three-year renewal option of \$105,000 for each additional year (2024, 2025, and 2026). The services of Manquen Vance have been invaluable in managing the City's active employee benefits programs.

Based upon their past performance and the fact that combining the two consulting agreements will save the City a minimum of \$30,000 each year. Both the Human Resource and Finance Department recommends approval of this contract.

**FINANCIAL IMPLICATIONS:**

**BUDGETED EXPENDITURE? YES**

Name of Account	Account Number	Amount
Fringe Benefit Fund-Hospital Insurance	627-000.105-723.000	45,000.00
Fringe Benefit Fund-Professional Services	627-853.250-801.000	45,000.00

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



## CITY OF FLINT

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐

(If yes, please indicate how many years for the contract) 3 YEARS

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

BUDGET YEAR 1 \$90,000

BUDGET YEAR 2 \$90,000

BUDGET YEAR 3 \$90,000

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

It is the recommendation of the Department of Finance that the City of Flint enter into a 3-year agreement with Manquen Vance for employee and retiree health care consulting and benefit administration with the option to extend an additional three years.

DEPARTMENT HEAD SIGNATURE:

Shelbi Frayer

Shelbi Frayer (Jun 8, 2021 14:15 EDT)

Shelbi Frayer, Chief Financial Officer

DEPARTMENT HEAD SIGNATURE:

Eddie L. Smith

Eddie L. Smith (Jun 9, 2021 14:38 EDT)

Eddie Smith, Human Resources Director





## **Employee & Retiree Healthcare Consulting and Benefit Administration Services Agreement**

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This Consulting Agreement, hereinafter referred to as "Agreement" is between the **City of Flint**, hereinafter referred to as "Client" and **Cornerstone Municipal Advisory Group, LLC (dba Manquen Vance)** hereinafter referred to as "Consultant" or "We."

WHEREAS, Client wishes to obtain the assistance of Consultant with strategic benefit planning, design, funding, administration, and communication with respect to its employee/retiree benefit programs;

WHEREAS, Consultant has superior knowledge and expertise in assisting employers with designing and servicing employee benefit plans; and

WHEREAS, the parties wish to set forth their respective expectations;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follows:

### **1. Scope of Services to be Provided by Consultant**

Consultant will provide Client with consulting, communication, and brokerage services in the following areas and consistent with the following:

- A. Strategic Benefit Planning.** Consultant will provide assistance in developing overall plan strategies in accordance with Client's healthcare program goals. Additionally, Consultant will present Client with savings options/alternatives on an annual basis for both active employee and retiree plans.
- B. Benefit Plan Design.** Consultant will help to ensure that benefit designs are consistent with the strategic benchmarks and targets set forth in the strategic benefit planning process.
- C. Administration.** Consultant will assess vendor performance and manage vendor relationships to provide appropriate program administration.
- D. Funding.** Consultant will advise and counsel regarding program funding alternatives, including review proposals, recommend budget rates, employee contribution rates, and COBRA rates; select and procure appropriate stop loss; and monitor program costs against expectations.
- E. Retiree Consultation and Benefit Design.** Consultant presents strategic retiree benefit solutions and assists public sector organizations in identifying plan changes that result in meaningful reductions to retiree healthcare plan costs and OPEB liabilities. Consultant is proactive in implementing and managing cost savings programs and services focus on transition strategies, consensus building, and managing change in contentious union and retiree populations. Consultant will also keep Client up to date on the evolving legislative and legal landscape, providing advice and guidance. Consultant is an expert in the evaluation of alternative Medicare programs including Medicare Supplemental plans, Medicare Advantage, RDS, EGWP, defined contribution / RMSA, and buy out strategies.
- F. Collective Bargaining Support Services.** Consultant will perform such tasks and services with respect to collective bargaining support as requested by Client.
- G. RFQ / RFP Services.** Consultant will work within Client's purchasing policies to release a Request for Proposal to the marketplace to review your healthcare vendor options as necessary. Consultant will evaluate, negotiate, and make recommendations regarding insurers and providers.
- H. Compliance & Legislative Oversight.** Consultant will provide Client with advice and guidance on legislative developments impacting benefit plans. Topics include FMLA, COBRA, HIPAA, Section 125, PA 106, PA 54, PA 152, PA 202, and PPACA.

- I. Account Management and Communications.** Client will receive support from an Account Manager and Group Benefits Coordinator who will oversee the implementation of plan changes/vendors, custom employee/retiree communication materials, open enrollment support, review benefit documents, open enrollment meetings, client support, and problem solving.
    - J. Meetings with Client and Vendors.** Consultant will attend and facilitate meetings with Client and vendors as needed to facilitate program management. Consultant shall meet with Client at least quarterly to discuss review of the program, state of the marketplace, progress made toward achieving objectives of the strategic plan, and developments and changes within Client's organization.
    - K. Data Analysis.** Upon receipt of acceptable claims data, Consultant will provide Client with a summary of healthcare costs and utilization statistics. Data is provided to the Client annually at Client's carrier renewal, quarterly through a budget tracking document, prior to collective bargaining to support strategic decisions, and ad hoc as needed.
    - L. Benefit Administration.** Consultant will provide Client with benefit administration support as detailed in the 2021 Manquen Vance RFP response, including communications, call support, claim/eligibility assistance, oversight of the benefit administration online system for actives, and oversight of the benefit administration online system for retirees once system access is transferred to Consultant. Client will assist Consultant in the transfer of the retiree database from the prior Consultant to Manquen Vance. Furthermore, Consultant will work with Client on periodic audits, including a Medicare A/B audit each February and August.
    - M. Health and Wellness Program Review.** Consultant will assist Client in developing customized solutions for furthering efforts towards making membership healthier, happier, and more productive. Consultant will work with Client to learn its wellness history, budget, and philosophies. Consultant will use this information to guide Client towards the implementation of a wellness program that meets Client's goals and objectives.
- 2. Disclosure and Record Keeping**
  - A. Full Disclosure.** Client has the right to approve any arrangements and/or the utilization of any intermediaries in connection with, or arising out of, or in any way related to Client's insurance program. Consultant must seek approval from Client prior to the use of any of the above in connection with the Client's insurance program.
  - B. Record Keeping.** Consultant will maintain accurate and current files including, but not limited to, insurance policies and correspondence with insurers in accordance with industry standard record retention practice or as otherwise directed by Client.
- 3. Term & Termination**
  - A. Term.** The term of this Agreement shall be three years, with three additional one-year renewals pending satisfactory performance by the Consultant for a total possible length of six years. The initial three-year term is effective August 1, 2021. Upon mutual written agreement of the parties, the term of this Agreement may be extended.
  - B. Termination.** This Agreement may be terminated by either party effective upon 180 days advance written notice to the other party.
- 4. Cost of Services**
  - **August 1, 2021 – July 31, 2022:** \$90,000 consulting fee plus assignment of all commissions (including Medicare commissions) to Consultant through Agent of Record letters. No other charges for core services listed in this agreement or for the BenXpress online system or benefit administration services detailed in the 2021 RFP response. The \$90,000 consulting fee plus commissions will cover all consulting and benefit administration support services listed in this agreement and our RFP response. \* \*\*
  - **August 1, 2022 – July 31, 2023:** Same compensation details as 2021/2022
  - **August 1, 2023 – July 31, 2024:** Same compensation details as 2021/2022

- **August 1, 2024 – July 31, 2025 (renewal option 1):** Same compensation details as 2021/2022, but consulting fee increases to \$105,000
- **August 1, 2025 – July 31, 2026: (renewal option 2):** Same compensation details as 2024/2025
- **August 1, 2026 – July 31, 2027 (renewal option 3):** Same compensation details as 2024/2025

\*Manquen Vance agrees to subject the above annual consulting fee to an “at-risk” amount equal to 5% for failure to perform to a service level that meets the expectation of the City of Flint. Within 60 days following the end of each contract year, an assessment will be made by Flint, at Flint’s sole discretion and opinion, as to whether Manquen Vance met the performance standards expected. This “at-risk” provision applies to each year of the contract.

\*\* Commissions received from the City’s carriers will be standard commissions per each individual carrier/vendor. Additionally, if the Client chooses to change carriers, funding levels, or eliminate certain healthcare programs in the future, and commissions are eliminated or reduced, Client agrees to re-negotiate in good-faith with Consultant a fee commensurate with the scope of work listed herein.

## 5. Personnel

Consultant will assign its personnel according to the needs of Client and according to the disciplines required to complete the appointed task in a professional manner. Consultant retains the right to substitute personnel with reasonable cause subject to Client’s right to request replacement of any assigned personnel for reasonable cause. The Account Team consists of the following individuals:

Primary Service Team:	Mark A. Manquen, President
	John Vance, Account Director / Principal
	Kim Kulas, Account Director
	Meribeth Rains, Sr. Account Manager
	Craig Kuenzer, Sr. Plan Analyst
	Rita Williams, Group Benefits Coordinator
	Annette Kavulich, Co Group Benefits Coordinator

## 6. Client’s Responsibilities

Client will make available such reasonable information as required for Consultant to conduct its services. Such data will be made available as promptly as possible. It is understood by Consultant that the time of Client’s personnel is limited, and judicious use of that time is a requirement of this Agreement.

## 7. Notices

All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed given (a) when personally delivered or sent by facsimile transmission to the party to be given the notice or other communication, (b) on the third business day following the day such notice was sent certified mail, return receipt requested, with postage prepaid, and (c) on the business day following the day such notice or other communication is sent by overnight courier, to the following:

If to Consultant:	Cornerstone Municipal Advisory Group, LLC (dba Manquen Vance) 50 W. Big Beaver Rd., Ste 220 Troy, Michigan 48084 Attention: Mark A. Manquen, President, Phone: 248-878-2112
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If to the City:	City of Flint 1101 S. Saginaw Street Flint, MI 48502 Attention: Shelbi Frayer, Chief Financial Officer
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**8. Records and Information**

Consultant understands and agrees to limit its use and disclosure of protected health information as described in the HIPAA Business Associate Agreement currently on file between Consultant and Client.

**9. Independent Contractor**

It is understood and agreed that Consultant is engaged by Client to perform services under this Agreement as an independent contractor. Consultant shall use its best efforts to follow written, oral, or electronically transmitted (i.e., sent via facsimile or e-mail) instructions from Client as to policy and procedure.

**10. Fiduciary Responsibility.**

Client acknowledges that: (i) Consultant shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans; (ii) Consultant shall exercise no authority or control with respect to management or disposition of the assets of Client's employee benefit plans; and (iii) Consultant shall perform services pursuant to this Agreement in a non-fiduciary capacity. Client agrees to notify Consultant as soon as possible of any proposed amendments to the plans' legal documents to the extent that the amendments would affect Consultant in the performance of its obligations under this Agreement. Client agrees to submit (or cause its agent, consultants, or vendors to submit) all information in its (or their) control reasonably necessary for Consultant to perform the services covered by this Agreement.

**11. Liability Insurance.**

Consultant agrees to procure and maintain during the term of this agreement, professional liability / errors & omissions coverage, with minimum occurrence limits of \$1,000,000, and to provide evidence of such coverage to Client. Additionally, per the RFP, Consultant will procure and maintain commercial automobile insurance of not less than \$1,000,000. Consultant's RFP response includes a certificate of liability insurance per the Client's requested specifications in the 2021 RFP.

**12. Disputes:** The parties agree that any disputes may be resolved in a court of competent jurisdiction within the State of Michigan.

**13. Entire Agreement**

This constitutes the entire Agreement between the parties, and any other warranties or agreements are hereby superseded. Subsequent amendments to this Agreement shall only be in writing signed by both parties.

City of Flint

CLYDE D EDWARDS  
CLYDE D EDWARDS (Jul 5, 2021 14:04 EDT)

\_\_\_\_\_  
*Signature*

07/05/2021

\_\_\_\_\_  
*Date*

City Administrator

\_\_\_\_\_  
*Title*

Cornerstone Municipal Advisory Group, LLC (dba Manquen Vance)

John Vance  
John Vance (Jul 5, 2021 16:49 EDT)

\_\_\_\_\_  
*Signature*

07/06/2021

\_\_\_\_\_  
*Date*

Principal

\_\_\_\_\_  
*Title*



RESOLUTION NO.:

240579-T

PRESENTED:

12-16-2024

ADOPTED:

JAN 08 2025

BY THE CITY ADMINISTRATOR:

**A0337 RESOLUTION APPROVING THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF FLINT AND F&V OPERATIONS AND RESOURCE MANAGEMENT**

WHEREAS, F&V Operations and Resource Management (FVOP) provided the City of Flint water treatment plant operator in charge and laboratory services for a five (5) year term expiring September 30, 2023, and,

WHEREAS, Scott Dungee, water plant supervisor attained certifications required to operate the water plant and services as the operator in charge. FVOP became the backup operator in charge of support services as required by the Environmental Protection Agency (USEPA) for systems the size of the City of Flint water treatment plant and,

WHEREAS, Laboratory technicians have been hired and are receiving assistance from FVOP to maintain compliance and retain the laboratory certification, a laboratory supervisor hasn't been hired. FVOP will assume previous laboratory responsibilities while the staff develops with anticipation of a reduction in the scope of services when a qualified laboratory supervisor is hired and,

WHEREAS, Operations services will be provided on a lump sum basis at a proposed monthly fee of \$23,844.11 and will be prorated for any partial month with funding available from account 591-545.200-801.000 and,

Account Number	Account Name/ Grant Code	Amount
591-545.200-801.000	Professional Services	\$286,129.32
	<b>FY2025 GRAND TOTAL</b>	<b>\$286,129.32</b>

BE IT RESOLVED, that the Flint City Council approves the Professional Services Agreement between the City of Flint and F&V Operations and Resource Management, Inc., for back-up operator in charge of support services in an amount not to exceed \$286,129.32.

APPROVED AS TO FORM:

97124  
Joseph Kuptz (Nov 16, 2024 10:48 EST)

Joseph N. Kuptz, Acting City Attorney

APPROVED AS TO FINANCE:

PKM  
Phillip Moore (Nov 18, 2024 08:36 EST)

Phillip Moore, Chief Financial Officer

FOR THE CITY OF FLINT:

CLYDE D EDWARDS  
CLYDE D EDWARDS (Nov 19, 2024 10:25 EST)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

[Signature]



## CITY OF FLINT

### **\*\* STAFF REVIEW FORM \*\***

October 9, 2024

**TODAY'S DATE:** November 4, 2024

**BID/PROPOSAL#**

**AGENDA ITEM TITLE:** A0337 Resolution Professional Services Agreement between the City of Flint and F&V Operations Resource Management Inc

**PREPARED BY:** Yolanda Gray

**VENDOR NAME:** F&V Operations and Resource Management (FVOP)

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

September 18, 2018, Flint City Council approved resolution 180496.2 to F&V Operations Resource Management to provide the water treatment plant operator in charge and laboratory services for a five (5) year term expiring September 30, 2023. Scott Dungee, water plant supervisor, attained all necessary certifications to operate the facility. September 23, 2023, FVOP became the back up operator in charge of support services as required by the Michigan Department of Environmental (EGLE) and United States Environmental Protection (EPA) due to the lack of a laboratory supervisor due to the size of the water treatment plant. FVOP will continue to assist laboratory technicians to maintain compliance until a qualified laboratory supervisor is hired. The proposed monthly fee for support services will be \$23,844.11 and will be prorated for any partial month.

#### **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
2019	591-545.200-801.000	\$333,744.00	\$333,744.00	\$333,744.00	180496.2
2020	591-545.200-801.000	\$343,756.32	\$343,756.32	\$343,756.32	180496.2
2021	591-545.200-801.000	\$354,069.00	\$354,069.00	\$354,069.00	180496.2
2022	591-545.200-801.000	\$364,691.04	\$364,691.04	\$364,691.04	180496.2
2023	591-545.200-801.000	\$375,631.80	\$375,631.80	\$375,631.80	180496.2



## CITY OF FLINT

### **\*\* STAFF REVIEW FORM \*\***

October 9, 2024

#### Section III.

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

This requests benefits the City of Flint by protecting the public health, provides supervision and control over the public water supply, prescribes the powers and duties of the department of environmental quality, provides capacity assessments and source water assessments of public water supply, provides the classification of the public water supply and the examination, certification and regulation of persons operating the system, and provides for continuous, adequate operation of the public water supply.

#### Section IV: FINANCIAL IMPLICATIONS:

IF ARPA related Expenditure: N/A

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
	Professional Services	591-545.200-801.000		\$286,129.32
		FY25 GRAND TOTAL		\$286,129.32

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 \*\***

October 9, 2024

BUDGET YEAR 1 \$

BUDGET YEAR 2

BUDGET YEAR 3

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

PRE-ENCUMBERED? YES ☐ NO ☒ REQUISITION NO:

ACCOUNTING APPROVAL Yolanda Gray Yolanda Gray (Nov 6, 2024 09:11 EST) Date: \_\_\_\_\_

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	Kenneth Miller	766-7135 ext.2601
2	Yolanda Gray	787-6537 ext.3503
3	Scott Dungee	787-6537 ext.3506

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

DEPARTMENT HEAD SIGNATURE: Scott Dungee Scott Dungee (Nov 6, 2024 10:38 EST)  
(Name, Title)

ADMINISTRATION APPROVAL: CLYDE D EDWARDS CLYDE D EDWARDS (Nov 6, 2024 10:38 EST)





September 26, 2024

Mr. Clyde Edwards, City Administrator  
City of Flint  
1101 S. Saginaw Street  
Flint, MI 48502

Via Email: [cedwards@cityofflint.com](mailto:cedwards@cityofflint.com)

**Re: Service Rate Increase**

Dear Mr. Edwards,

We hope this message finds you well. We want to take a moment to inform you about the upcoming change regarding our labor/service rates.

In accordance with the current agreement, we are increasing the compensation rates by the cost-of-living index of the United States Department of Labor, Bureau of Labor Statistics, Employment Cost Index for Total Compensation, for Civilian Workers, by Occupational Group and Industry, All Workers, not seasonally adjusted as published by the US. Bureau of Labor Statistics, of 4.1%.

The new monthly service rates will go into effect October 1, 2024.

	Monthly Fee
Current Contract Fee	\$22,905.00
Requested Increase	\$939.11
Total	\$23,844.11

We look forward to the continued service of your system's and environmental needs. Please contact me via call 810.252.8864; or email [hselover@fv-operations.com](mailto:hselover@fv-operations.com) with any questions or additional information on this matter.

Sincerely,

F&V OPERATIONS AND RESOURCE MANAGEMENT, INC

A handwritten signature in black ink, appearing to read "H. Blair Selover".

H. Blair Selover  
Group Manager | Principal

2980 Lucerna Drive SE, Suite 100  
Grand Rapids, MI 49546  
TEL: 616.977.1000  
FAX: 616.977.1005  
[www.fv-operations.com](http://www.fv-operations.com)

240581-T



(Proposal 24000515)

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

PRESENTED: 12-16-2024ADOPTED: JAN 08 2025

BY THE CITY ADMINISTRATOR:

**RESOLUTION AWARDING CONTRACT TO MIKE'S LANDSCAPING  
FOR SIDEWALK REPLACEMENTS THROUGHOUT THE CITY OF FLINT**

On October 24, 2022, the Flint City Council allocated funding of American Rescue Plan Act (ARPA) funds for sidewalk replacements, via Resolution 220464.1.

To implement that resolution, the City of Flint, Division of Purchases & Supplies, solicited proposals for sidewalk replacements as requested by the Department of Public Works, Transportation Division.

Staff recommends awarding a contract to Mike's Landscaping, 10124 E. Richfield Rd., Davison, Michigan, one of the lowest responsive bidders from four solicitations received.

Account Number	Account Name	Amount
101-449.216.801.000	Sidewalk Repair – ARPA (RR)	\$ 389,000.00
	<b>FY25/FY26 GRAND TOTAL</b>	<b>\$ 389,000.00</b>

**IT IS RESOLVED**, that the appropriate City Officials are authorized to do all things necessary, including executing any necessary agreements, to Mike's Landscaping for the replacement of City tree impacted sidewalks in the City of Flint in an amount not to exceed \$389,000.00. 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 OF FLINT:

CLYDE D EDWARDS / A0334  
CLYDE D EDWARDS / A0334 (Nov 6, 2024 14:43 EST)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO FORM:

JK  
Joseph Kuptz (Nov 6, 2024 14:36 EST)

Joseph Kuptz, Acting City Attorney

APPROVED AS TO FINANCE:

PM  
Phillip Moore (Nov 6, 2024 14:32 EST)

Phillip Moore, Chief Financial Officer

APPROVED AS TO PURCHASING:

Lauren Rowley

Lauren Rowley, Purchasing Manager



## **CITY OF FLINT**

### **\*\* STAFF REVIEW FORM \*\***

*October 9, 2024*

**TODAY'S DATE:** *October 31, 2024*

**BID/PROPOSAL#** 24000515

**AGENDA ITEM TITLE:** ARPA Sidewalk Replacements

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

**VENDOR NAME:** Mike's Landscaping

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

Flint City Council authorized \$2 million in ARPA funds to be used for residential sidewalk replacements. The Transportation Division allocated that money to replace sidewalks upheaved by city trees located in the right-of-way. Some of the money was used for a sidewalk survey.

Bids were solicited and four were received. KMI Road Maintenance was one of the lowest responsive bidders and was awarded \$1.5 million. However, there is still ARPA money left and the City desires a second contractor to also replace sidewalks. Mike's Landscaping was one of the lowest responsive bidders and having two contractors working at the same time will ensure that sidewalks are done quicker.

Mike's has not been used by the City since 2015 (PO 15-000327) \$48,224. Only used \$30,640 from that PO. They were performing mowing services for parks but were never used again.

The Transportation Division has never used Mike's Landscaping for concrete. However, the City's two Right-of-Way Officers have worked with Mike's Landscaping for several years, since the company has removed and replaced sidewalks for Consumers Energy throughout Flint for years. Every step of sidewalk replacement is watched closely by the ROW officers, from digging out the sidewalks to the depth of the aggregates used as a base to the thickness of the concrete. Both ROW Officers have high praise for the quality of their work.



## CITY OF FLINT

### **\*\* STAFF REVIEW FORM \*\***

October 9, 2024

**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

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

Sidewalks provide many benefits, including:

**Safety:** Sidewalks are a safer alternative to walking along roads, reducing the risk of pedestrian crashes.

**Health:** Sidewalks encourage walking, which can improve health and reduce stress.

**Economic:** Sidewalks can reduce the costs of road construction, maintenance, and repairs. They can also increase property values and sidewalk-based commerce.

**Social:** Sidewalks can activate streets socially and economically. They can also improve the perception that pedestrians' needs are being met.

**Accessibility:** Sidewalks can help achieve disability rights.

Well-kept sidewalks can make walking more attractive and encourage people to be more active.

**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

## \*\* STAFF REVIEW FORM \*\*

October 9 , 2024

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

Dept.	Name of Account	Account Number	Grant Code	Amount
Streets	Professional Services	101-449.216-801.000		\$389,000.00
		FY25/26 GRAND TOTAL		\$389,000.00

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 \$

BUDGET YEAR 2

BUDGET YEAR 3

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

PRE-ENCUMBERED? YES ☒ NO ☐ REQUISITION NO: 250009498

ACCOUNTING APPROVAL: Kathryn Neumann Date: \_\_\_\_\_  
Kathryn Neumann (Oct 31, 2024 10:17 EDT)

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	Rodney McGaha	810 691-3106
2	Heather Griffin	810 339-1569
3	Kathryn Neumann	810 766-7135



## CITY OF FLINT

### \*\* STAFF REVIEW FORM \*\*

October 9, 2024

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

DEPARTMENT HEAD SIGNATURE: Rodney McGaha  
Rodney McGaha (Nov 4, 2024 06:15 EST)  
(Rodney McGaha, Director of Transportation)

**ADMINISTRATION APPROVAL:** CLYDE D EDWARDS / A0334  
CLYDE D EDWARDS / A0334 (Nov 6, 2024 14:43 EST)

SEALED BIDS RECEIVED ON OCTOBER 10, 2023  
PROPOSAL 24-515

	KMI Road Maintenance 6561 Bernie Kohler Dr. North Branch, MI	LA Construction Corp. 3453 N. Linden Rd. Flint, MI *	LGC Global, Inc. 7310 Woodward Ave. Detroit, MI	Mike's Landscaping 10124 E. Richfield Rd. Davison, MI 48423
Sidewalk Removal 4"	\$10.00/sq. ft.	\$13.00/sq. ft.	\$16.80/sq. ft.	\$9.75/sq. ft.
Sidewalk Removal 4" 6-10 squares	\$8.75/sq. ft.	Did not provide price breaks for higher quantities	Did not provide price breaks for higher quantities	Did not provide price breaks for higher quantities
Sidewalk Removal 4" 11-15 squares	\$8.25/sq. ft.	Did not provide price breaks for higher quantities	Did not provide price breaks for higher quantities	Did not provide price breaks for higher quantities
Restoration	\$0.75/sq. ft.	\$8.75/sq. ft.	\$ 4.80/sq. ft.	\$50,000 lump sum
Root grinding	\$1.00/sq. ft.	-	-	-

\* L.A. Construction bid a \$65,000 lump sum for mobilization.



240584-T

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

PRESENTED: 12-16-2024

ADOPTED: JAN 08 2025

BY THE CITY ADMINISTRATOR:

**A0354 RESOLUTION APPROVING PROFESSIONAL  
CONSTRUCTION ENGINEERING SERVICES FOR THE CEDAR  
STREET PUMP STATION AND RESERVOIR REHABILITATION**

**WHEREAS**, DLZ completed the engineering and architecture designs and assisted in bidding for the Cedar Street Pump Station and Reservoir Rehabilitation construction projects. DLZ will provide professional construction engineering services which will include contract administration and inspection for both projects through final completion.

**WHEREAS**, The cost for professional services is not to exceed \$835,700.00, with funding appropriated from Water Infrastructure Improvements for the Nation (WIIN) grant account 496-536.802-802.058 FEPA18 WIIN-1.

**WHEREAS**, Funding from WIIN will expire on December 31, 2024. Additional funding will be available from 591-545.200-801.000 in the amount of \$835,700.00

Account Number	Account Name/ Grant Code	Amount
591-545.200-801.000	Professional Services	\$835,700.00
	<b>FY2025 GRAND TOTAL</b>	<b>\$835,700.00</b>

**BE IT RESOLVED**, that the Flint City Council approves the Professional Engineering Services between the City of Flint and DLZ for Cedar Street pump station and reservoir rehabilitation professional construction with funding available in account 591-545.201-801.000 not to exceed \$835,700.00.

**APPROVED AS TO FORM:**

JK  
Joseph Kuptz (Dec 10, 2024 14:01 EST)

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

**APPROVED AS TO FINANCE:**

PM  
Phillip Moore (Dec 10, 2024 14:57 EST)

**Phillip Moore, Chief Financial Officer**

**FOR THE CITY OF FLINT:**

Clyde D. Edwards / A0354  
Clyde D. Edwards / A0354 (Dec 11, 2024 17:35 EST)

**Clyde Edwards, City Administrator**

**APPROVED BY CITY COUNCIL:**

[Signature]





**CITY OF FLINT**  
**\*\* STAFF REVIEW FORM \*\***  
October 9, 2024

**TODAY'S DATE:** November 16, 2024

**BID/PROPOSAL#**

**AGENDA ITEM TITLE:** Resolution Approving Professional Construction Services for the Cedar Street Pump Station and Reservoir Rehabilitation

**PREPARED BY:** Yolanda Gray – DPW & Utilities

**VENDOR NAME:** DLZ

**Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:**

DLZ completed the engineering and architecture designs and assisted in bidding for the Cedar Street Pump Station and Reservoir Rehabilitation construction projects. DLZ will provide professional construction engineering services which will include contract administration and inspection for both projects through final completion. Funding was appropriated through WIIN which will expire December 31, 2024. Additional funds are required and will be made available from account 591-545.200-801.000 in an amount not to exceed \$835,700.00

**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
FY20	496-536.802.028	\$883,853.00	\$883,853.00	\$874,964.00	190063

**Section III:**

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

This request is a critical infrastructure component in the distribution of clean water. The Cedar Street pump station pumps and distribute water from the water treatment plant, and maintains adequate water pressure and ensuring a reliable supply of water to the City of Flint and facilities.



**CITY OF FLINT**  
**\*\* STAFF REVIEW FORM \*\***

October 9, 2024

**Section IV: FINANCIAL IMPLICATIONS:**

IF ARPA related Expenditure: N/A

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
	Professional Services	591-545.200-801.000		\$835,700.00
		FY25 GRAND TOTAL		\$835,700.00

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: Yolanda Gray Date: \_\_\_\_\_  
Accounting Director

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☐



**CITY OF FLINT**  
**\*\* STAFF REVIEW FORM \*\***

October 9, 2024

**Section V: RESOLUTION DEFENSE TEAM:**

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

	NAME	PHONE NUMBER
1	Ken Miller	766-7135 ext.2601
2	Scott Dungee	787-6537 ext.3056
3	Yolanda Gray	787-6537 ext.3503

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

DEPARTMENT HEAD SIGNATURE: Kenneth Miller  
(Name, Title)

**ADMINISTRATION APPROVAL:** CLYDE D EDWARDS  
CLYDE D EDWARDS (Nov 18, 2024 15:38 EST)



INNOVATIVE IDEAS  
EXCEPTIONAL DESIGN  
UNMATCHED CLIENT SERVICE

August 11, 2023

Mr. Clyde Edwards, City Administrator  
City of Flint  
1101 S. Saginaw St.  
Flint, MI 48502

Re: Proposal for Cedar Street Pump Station & Reservoir Rehabilitation – Construction Engineering Services

Dear Mr. Edwards:

DLZ Michigan, Inc. (DLZ) is pleased to submit this proposal to the City of Flint (CITY) to perform professional engineering services for construction administration of the Cedar Street Pump Station & Reservoir Rehabilitation projects.

#### BACKGROUND

Both the Cedar Street Pump Station Rehabilitation project and the Cedar Street Reservoir Rehabilitation project have been awarded to contractors for construction to begin late August/early September. DLZ completed the engineering and architectural designs, coordinated with state agencies for permits and DWSRF funding, and assisted in bidding for both projects. Professional construction engineering services will include contract administration and inspection for both projects from initiation through final completion.

#### SCOPE OF SERVICES

- DLZ will perform full time on-site construction inspection for both the reservoir and pump station. There will be an individual for each project conducting inspections.
- DLZ will document construction activities daily and provide those reports to the CITY.
- DLZ will review all submittals for materials and equipment per the contract specifications.
- DLZ will review and approve all pay applications and submit a recommendation to the CITY for processing.
- DLZ will coordinate field issues and respond to requests for information and change order request submittals.
- DLZ will coordinate progress meetings on a regular basis as agreed upon with the CITY. Special field meetings will also be held on an as-needed basis.
- DLZ will provide final survey after construction has finished and provide as-built drawings for the CITY records.

#### MATTERS OF UNDERSTANDING

- It is DLZ's understanding that the CITY wishes to have full time construction inspection and construction administration services for the Cedar Street Reservoir Rehabilitation and the Cedar Street Pump Station Rehabilitation projects.
- DLZ will follow all applicable local and federal laws while conducting official professional services on behalf of the CITY.
- DLZ will provide confined space entry equipment and training for our personnel in relation to the reservoir rehabilitation project. Equipment will include fall arrest harnesses and air monitors.
- Truck and equipment fees for inspection and survey are included in this proposal.
- The construction contract for the reservoir will run from late August 2023 through March 18, 2024 and the pump station contract will run from late August 2023 through August 15, 2024. Extensions beyond these contractual dates may require a contract amendment to extend construction engineering services.
- DLZ's proposal includes the following professional services:
  - A. Inspection
  - B. Professional Civil Engineering

4494 Elizabeth Lake Rd, Waterford Township, MI 48328 | OFFICE 248.681.7800 | ONLINE [WWW.DLZ.COM](http://WWW.DLZ.COM)

Akron Bellefontaine Bridgeville Burns Harbor Chicago Cincinnati Cleveland Columbus Detroit Fort Wayne Grand Rapids Indianapolis  
Jacksonville Joliet Kalamazoo Knoxville Lansing Lexington Logan Madison Maumee McVadams Marshallville Munster Muskegon Port Huron  
Saint Joseph San José South Bend Waterford



INNOVATIVE IDEAS  
EXCEPTIONAL DESIGN  
UNMATCHED CLIENT SERVICE

The City of Flint  
Cedar Street PS & Reservoir CR Services Proposal  
August 11, 2023  
Page 7 of 2

- C. Professional Structural Engineering
- D. Registered Architecture
- E. Professional Electrical Engineering through DSD as a subconsultant
- F. Professional Surveying
- G. Computer Aided Drafting Technicians

#### RESPONSIBILITIES OF THE CITY

- The CITY will provide access to the site during all normal construction activity periods and on special request to assist in construction inspection and administration.
- The CITY will provide support in progress meeting and program coordination to ensure DLZ and the contractors are meeting the CITY's needs.

#### Additional Services

The following items are not included within the Scope of Services and shall be considered as Additional Services (if required, Additional Services may be provided and negotiated separately):

- Any redesigns of the current bid documents. Minor changes and field coordination will be included in this proposal, but scope changes to include additional elements not included in the original design may require a contract amendment.
- Site staking.
- Environmental Analysis/ Hazardous Material Testing and Abatement
- Material testing. Material testing is the responsibility of each contractor.

#### STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions, as set forth as attached Exhibit A, are incorporated here into and made a part of this Work Order Proposal. The Client referred to in the Standard Terms and Conditions means the City of Flint.

#### PROFESSIONAL FEE

For services described in the SCOPE OF SERVICES, DLZ proposes to charge, and the CITY agrees to pay Lump Sum Fee of \$835,700.00 for professional construction engineering services.

If you approve and accept this Proposal, please sign, date, and return one copy of this Proposal for our records. Should you prefer to issue a Purchase Order as your official acceptance, we request that you reference this Proposal in your paperwork.

DLZ appreciates the opportunity to submit this Letter Agreement for professional services. This offer will remain open for acceptance for 60 days. If for any reason you should have questions, please do not hesitate to call Brian Bachler, P.E. at (248) 836-4068.

Sincerely,  
DLZ MICHIGAN, INC.

Manoj Sethi, P.E.  
President

Attachments:  
Exhibit A: Standard Terms and Conditions

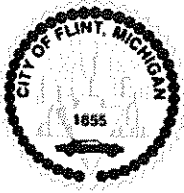
Approved and Accepted

Signature .....

Printed Name .....

Title .....

Date .....



240586-T

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

PRESENTED: 12-16-2024

JAN 08 2025

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

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO INNER CITY CONTRACTING FOR REPLACEMENT AND/OR  
RELOCATION OF WATER MAINS FOR THE FLINT RIVER CROSSING AND JAMES P  
COLE PROJECTS**

**WHEREAS**, The Department of Public Works, Water Department, has awarded the most responsible bid to Inner City Contracting, LLC 18715 Grand River Avenue, Detroit, MI 48223, for water main replacements of an 18-inch water main on James P. Cole from Garfield Avenue to Massachusetts Avenue and Massachusetts Avenue from James P Cole Blvd to St. John Street, and a water main under the Flint River crossing,

**WHEREAS**, The City of Flint Water Department, Utilities Division, is requesting the amount of \$2,848,998.00 for this project. Funding will come from the following account:

Account Number	Account Name/Grand Code	Amount
591-540.300-801.000	Capital Improvement	\$2,849,998.00
	<b>FY25 GRAND TOTAL</b>	<b>\$2,849,998.00</b>

**IT IS RESOLVED**, that the Proper City Officials, upon City Council's approval, are hereby authorized to enter into a contract with Inner City Contracting for the water main replacement projects of an 18-inch water main on James P. Cole from Garfield Avenue to Massachusetts Avenue; and Massachusetts Avenue from James P. Cole Blvd to St. John Street and the Flint River Crossing in the amount of \$2,849,998.00.

APPROVED AS TO FORM:

Joseph Kuptz (Nov 26, 2024 11:19 EST)

Joseph Kuptz, Acting City Attorney

APPROVED AS TO FINANCE:

Phillip Moore (Dec 6, 2024 11:59 EST)

Phillip Moore, Chief Finance Officer

FOR THE CITY OF FLINT:

CLYDE D EDWARDS / A0358

CLYDE D EDWARDS / A0358 (Dec 8, 2024 22:19 EST)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO PURCHASING:

Lauren Rowley, Purchasing Manager



## CITY OF FLINT

### **\*\* STAFF REVIEW FORM \*\***

October 9, 2024

**TODAY'S DATE:** 11/15/2024

**BID/PROPOSAL#** P25-504

**AGENDA ITEM TITLE:** Flint Water Main Replacement Projects

**PREPARED BY:** Cheri Priest for Paul Simpson, Water Distribution Supervisor

**VENDOR NAME:** Inner City Contracting

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

The City of Flint Water Department has solicited bids for the replacement of the Flint River crossing water main and the James P Cole water main. The lowest, most responsive bid for this project was Inner City Contracting. Spalding DeDecker has provided the design services for both projects and is the contractor overseeing these projects. The City of Flint Water Department has never utilized Inner City Contracting's services in the past. The vendor has provided 6 references for work done for other municipalities. These references were all contacted by either Kenneth Miller, DPW Administrator, Abdul Khandker, City Engineer or Paul Simpson, Water Distribution Supervisor. The references have all checked out and we feel confident to proceed with entering into a contract. This vendor will be responsible for the replacement of the Flint River crossing water main along with the James P Cole water main project. Both of these projects have been on the drawing board for a number of years and are past their life expectancies.

#### **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	591-540.300-801.000	\$2,848,998.00	Pending	-0-	Pending
N/A	New vendor				

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## CITY OF FLINT

### **\*\* STAFF REVIEW FORM \*\***

October 9, 2024

#### **Section III.**

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

The Flint River crossing repair is a 16inch transmission line that has a water main break on it in the middle of the Flint River. It has been broken for 6 years and it needs to be addressed. The break has been isolated with minimal flow which restricts supply to the smaller distribution lines that the transmission line feeds. This line is also connected to other transmission lines.

The James P Cole water main replacement currently runs north and south through the old Buick City property (AKA Ashley Capital). This line needs to be rerouted so that any new construction at this location will not block access to the water main. Rerouting this water main would eliminate a 100 year old main along with 100 old residential water services. This would also eliminate any potential water main repairs. There would be no need for any easements for any future developments.

#### **Section IV: FINANCIAL IMPLICATIONS:**

**IF ARPA related Expenditure:**

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

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

Dept.	Name of Account	Account Number	Grant Code	Amount
2493	Capital Improvement	591-540.300-801.000	N/A	\$2,848,998.00
		<b>FY25 GRAND TOTAL</b>		<b>\$2,848,998.00</b>





## CITY OF FLINT

### **\*\* STAFF REVIEW FORM \*\***

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 \$

BUDGET YEAR 2

BUDGET YEAR 3

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

PRE-ENCUMBERED? YES ☒ NO ☐ REQUISITION NO:

ACCOUNTING APPROVAL: Cheri Priest Date: 11/19/2024  
Cheri Priest (Nov 19, 2024 09:51 EST)

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	Paul Simpson	810-397-7247
2	Kenneth Miller	810-766-7135 x2601
3	Aziz Khandker	810-766-7135 x2602

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

DEPARTMENT HEAD SIGNATURE: Paul Simpson  
Paul Simpson (Nov 19, 2024 15:28 EST)  
Paul Simpson, Water Distribution Supervisor

ADMINISTRATION APPROVAL: CLYDE D EDWARDS  
CLYDE D EDWARDS (Nov 20, 2024 12:41 EST)



## PERMIT FOR WATER SUPPLY SYSTEMS

(Construction – Alteration – Addition or Improvement) as Described Herein

*Required under the Authority of 1976 PA 399, as amended (Act 399)\**

### Water System Project:

Water Supply Name: **FLINT, CITY OF**

Public Water Supply ID: **MI0002310**

Project Name: **Flint River Water Main Crossing**

Project Purpose: **Replacement**

Project Location: **Flint**

Project County: **Genesee**

Permit Number: **ACT-330129**

Issued Date: **5/31/2024**

Expiration Date: **5/31/2026**

*This permit only authorizes the construction and/or alteration of the waterworks system as described below and detailed in the approved drawings and specifications in accordance with Part 13 of the Administrative Rules of Act 399.*

**ISSUED UNDER THE AUTHORITY OF THE DIRECTOR OF  
THE MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY**

Reviewed by: **Bob London**

Issued by: **Bob London**

This permit expires if construction or alteration has not commenced by the expiration date, 5/31/2026, in accordance with R 325.11306.

Requests for extension of this permit may be made in MIEHDWIS Construction Permit Activity ACT-330129 or by contacting your EGLE representative.

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### Facilities Description:

Replacement of the existing 16-inch cast iron water main that crosses the Flint River at Hamilton Avenue in the City of Flint with a new 16-inch HDPE water main, including valves to provide proper isolation and adjacent water main at the corner of Hamilton and Riverside for looping. The Existing water main and associated gate valves will be abandoned.

### Conditions:

## Flint River Water Main Crossing Facilities

### Mains

Length (ft)	Size (in)	Material	Construction Type	Comments
440	16	HDPE	Replacement or Rehabilitation	Directional drill 440 l.f. under Flint River between James P Cole Blvd and Hamilton Ave
329	16	DI	Replacement or Rehabilitation	55 l.f. at James P Cole Blvd and 274 l.f. north of Hamilton Ave
5	12	DI	Replacement or Rehabilitation	Connection to existing 12" main in Hamilton Ave
5	24	DI	Replacement or Rehabilitation	Connection to existing 24" main north of Hamilton Ave
86	16	HDPE	Replacement or Rehabilitation	Directional drill 86 l.f. under Hamilton Ave

### Tanks

Volume (GL)	Tank Type	Construction Type	Comments
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### Wells

Diameter (in)	Depth (ft)	Capacity (GPM)	Pump Type	Construction Type	Comments
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### Pumps

Total Dynamic Head (TDH)	Capacity at TDH (GPM)	Pump Type	Number of Pumps	Construction Type	Comments
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### Treatment Processes

Construction Type	Treatment	Comments
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### Other Facilities

Type of Facility	Description
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\* This Act 399 Permit is issued under the authority of the Director of the Michigan Department of Environment, Great Lakes, and Energy (EGLE) and allows the construction and/or alteration of the water system as described herein in accordance with Part 13 of the Administrative Rules of Act 399.

The issuance of this permit does not authorize violation of any federal, state, or local laws or regulations, nor does it obviate the necessity of obtaining such permits, including any other EGLE permits, or approvals from other units of government as may be required by law.

This permit expires if construction or alteration has not commenced by the expiration date indicated above in accordance with R 325.11306. Requests for extension of this permit can be made through MiEHDWIS or by contacting your EGLE representative.

Revisions of the approved plans and specifications must be done in accordance R325.11309.

Noncompliance with the conditions of this permit and the requirements of Act 399 constitutes a violation of the Act.

Intentionally providing false information in this application constitutes fraud which is punishable by fine and/or imprisonment.

Where applicable for water withdrawals, the issuance of this permit indicates compliance with the requirements of Part 327 of Act 451, Great Lakes Preservation Act.

**BID TABULATION**  
**2025 WATER MAIN IMPROVEMENTS**  
**CITY OF FLINT**

7 Bids received, opened 8/25/24

Project No. FL23002 & FL23003  
 By: APL  
 Reviewed:  
 Date: 9/25/2024

BASE BID			SUPERIOR CONTR. GROUP		INNER CITY CONTRACTORS		DIPOLINO CONTRACTING	
No		QUANTITY	UNIT	PRICE (\$)	AMOUNT (\$)	UNIT	PRICE (\$)	AMOUNT (\$)
PART A - FLINT RIVER WATER MAIN CROSSING, FL23002								
1	Mobilization, Max 10%	1	LSUM	\$60,000.00	\$60,000.00	\$38,277.22	\$80,000.00	\$80,000.00
2	Color Audio-Video Route Survey	1	LSUM	\$1,210.00	\$1,210.00	\$500.00	\$1,100.00	\$1,100.00
3	Soil Erosion and Sedimentation Control	1	LSUM	\$10,000.00	\$10,000.00	\$4,850.00	\$4,000.00	\$4,000.00
4	Clearing	1	LSUM	\$5,000.00	\$5,000.00	\$2,625.00	\$5,000.00	\$5,000.00
5	Tree, Rem, 6 inch to 18 inch	3	EA	\$385.00	\$1,155.00	\$1,000.00	\$800.00	\$2,400.00
6	Curb and Gutter, Rem	90	FT	\$22.00	\$1,980.00	\$8.90	\$24.04	\$2,163.60
7	Sidewalk, Rem	51	SYD	\$12.00	\$612.00	\$8.35	\$25.00	\$1,275.00
8	Exploratory Excavation, Vertical	80	FT	\$65.00	\$5,200.00	\$37.40	\$150.00	\$12,000.00
9	Aggregate Base 21AA	172	TON	\$47.00	\$8,084.00	\$50.85	\$80.00	\$10,320.00
10	HMA Surface, Rem	148	SYD	\$10.00	\$1,480.00	\$14.00	\$20.00	\$2,920.00
11	HMA, 4EML	29	TON	\$450.00	\$13,050.00	\$393.00	\$389.15	\$11,265.35
12	HMA, 5EML	24	TON	\$463.00	\$11,112.00	\$433.00	\$412.47	\$9,898.28
13	Curb and Gutter, Conc. Det F3	90	FT	\$77.00	\$6,930.00	\$47.25	\$50.00	\$4,500.00
14	Sidewalk, Conc. 4 inch	451	SFT	\$18.26	\$8,235.26	\$11.20	\$13.00	\$5,863.00
15	Water Main, 6 inch, Cut and Plug, Modified	4	EA	\$2,000.00	\$8,000.00	\$2,196.00	\$1,500.00	\$6,000.00
16	Water Main, 12 inch, Cut and Plug, Modified	1	EA	\$2,750.00	\$2,750.00	\$2,380.50	\$2,000.00	\$2,000.00
17	Water Main, 16 inch, Cut and Plug, Modified	5	EA	\$3,500.00	\$17,500.00	\$2,952.00	\$3,500.00	\$17,500.00
18	Water Main, 24 inch, Cut and Plug, Modified	1	EA	\$3,750.00	\$3,750.00	\$4,840.00	\$5,500.00	\$5,500.00
19	Water Main, Rem	20	FT	\$210.00	\$4,200.00	\$10.30	\$75.00	\$1,500.00
20	Water Main, Abandon	988	FT	\$30.00	\$29,640.00	\$12.95	\$8.00	\$8,892.00
21	Hydrant, Rem, Modified	1	EA	\$1,500.00	\$1,500.00	\$252.50	\$1,000.00	\$1,000.00
22	Water Structure, Abandon	4	EA	\$880.00	\$3,520.00	\$725.00	\$1,000.00	\$4,000.00
23	In Line Stop, 6 inch	2	EA	\$1,540.00	\$3,080.00	\$7,884.25	\$10,000.00	\$20,000.00
24	In Line Stop, 12 inch	1	EA	\$4,895.00	\$4,895.00	\$11,528.00	\$12,000.00	\$12,000.00
25	In Line Stop, 16 inch	1	EA	\$10,032.00	\$10,032.00	\$14,998.00	\$15,000.00	\$15,000.00

**BID TABULATION**  
**2025 WATER MAIN IMPROVEMENTS**  
**CITY OF FLINT**  
7 Bids received, opened 9/25/24

Project No. FL23002 & FL23003  
By: APL  
Reviewed: \_\_\_\_\_  
Date: 9/25/2024

BASE BID			SUPERIOR CONTR. GROUP		INNER CITY CONTRACTING		DIPONIO CONTRACTING	
No		QUANTITY	UNIT	PRICE (\$)	AMOUNT (\$)	UNIT	PRICE (\$)	AMOUNT (\$)
26	In Line Stop, 24 inch	1	EA	\$19,250.00	\$19,250.00	\$35,928.00	\$25,000.00	\$25,000.00
27	Water Main, DIWM 6 inch, Open Cut	11	FT	\$240.00	\$2,640.00	\$136.35	\$400.00	\$4,400.00
28	Water Main, DIWM 12 inch, Open Cut	5	FT	\$278.00	\$1,390.00	\$245.40	\$900.00	\$4,500.00
29	Water Main, DIWM 16 inch, Open Cut	322	FT	\$356.50	\$114,793.00	\$360.01	\$400.00	\$128,800.00
30	Water Main, HDPE SDR 11 16 inch, Directional Drill	526	FT	\$125.00	\$65,750.00	\$493.11	\$430.00	\$226,180.00
31	Water Main, DIWM 24 inch, Open Cut	5	FT	\$715.00	\$3,575.00	\$431.80	\$2,000.00	\$10,000.00
32	Water Main Bedding and Backfill, SD-7W	332	FT	\$92.00	\$30,544.00	\$50.00	\$1.00	\$332.00
33	Gate Valve and Well, 6 inch, Modified	1	EA	\$5,930.00	\$5,930.00	\$4,996.00	\$6,000.00	\$6,000.00
34	Gate Valve and Well, 16 inch, Modified	5	EA	\$16,820.00	\$84,100.00	\$18,642.00	\$20,000.00	\$100,000.00
35	Hydrant Assembly SD-1W	2	EA	\$6,910.00	\$13,820.00	\$9,594.00	\$10,000.00	\$20,000.00
36	Water Main, Connect new 6 inch to existing 6 inch	1	EA	\$2,000.00	\$2,000.00	\$4,095.00	\$8,000.00	\$8,000.00
37	Water Main, Connect new 12 inch to existing 12 inch	1	EA	\$3,500.00	\$3,500.00	\$4,914.00	\$9,500.00	\$9,500.00
38	Water Main, Connect new 16 inch to existing 6 inch	1	EA	\$4,250.00	\$4,250.00	\$9,140.00	\$10,000.00	\$10,000.00
39	Water Main, Connect new 16 inch to existing 16 inch	2	EA	\$4,250.00	\$8,500.00	\$7,092.50	\$10,000.00	\$20,000.00
40	Water Main, Connect new 24 inch to existing 24 inch	1	EA	\$6,000.00	\$6,000.00	\$14,189.00	\$14,000.00	\$14,000.00
41	Repair to Existing Water Main	2	EA	\$3,000.00	\$6,000.00	\$9,855.00	\$5,000.00	\$10,000.00
42	Maintaining Traffic	1	LSUM	\$35,000.00	\$35,000.00	\$12,500.00	\$15,000.00	\$15,000.00
43	Turf Establishment	800	SYD	\$10.00	\$8,000.00	\$13.70	\$15.00	\$12,000.00
44	Permit Allowance	1	LSUM	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00

**BID TABULATION**  
**2025 WATER MAIN IMPROVEMENTS**  
**CITY OF FLINT**  
7 Bids received, opened 9/25/24

Project No. FL23002 & FL23003  
By: APL  
Reviewed:  
Date: 9/25/2024

BASE BID		SUPERIOR CONTR. GROUP		INNER CITY CONTRACTING		DIPONDIO CONTRACTING	
No	QUANTITY	UNIT	PRICE (\$)	AMOUNT (\$)	UNIT	PRICE (\$)	AMOUNT (\$)
45	1	LSUM	\$4,500.00	\$4,500.00		\$10,000.00	\$10,000.00
46	840	DAY	60	\$50,400.00	50	\$42,000.00	\$50,400.00
<b>TOTAL - PART A</b>				\$ 695,337.26		\$ 870,142.00	932,730.23

PART B: JAMES P COLE BLVD W.M. REPLACEMENT, FL23003							
1	Mobilization, Max 10%	1	LSUM	\$153,660.00	\$153,660.00	\$53,361.65	\$141,000.00
2	Color Audio-Video Route Survey	1	LSUM	\$3,410.00	\$3,410.00	\$3,000.00	\$3,100.00
3	Clearing	1	LSUM	\$5,000.00	\$5,000.00	\$2,625.00	\$5,000.00
4	Soil Erosion and Sedimentation Control	1	LSUM	\$10,000.00	\$10,000.00	\$3,000.00	\$12,000.00
5	Curb and Gutter, Rem	72	FT	\$15.00	\$1,080.00	\$8.90	\$20.00
6	Non Haz Contaminated Material	50	CYD	\$100.00	\$5,000.00	\$7,500.00	\$80.00
7	Aggregate Base	281	TON	\$45.00	\$12,645.00	\$14,260.75	\$60.00
8	HMA Surface, Rem	693	SYD	\$10.00	\$6,930.00	\$8,736.65	\$15.00
9	HMA, 4EML	116	TON	\$316.75	\$36,743.00	\$33,408.00	\$287.94
10	HMA, 5EML	80	TON	\$358.78	\$28,702.40	\$27,760.00	\$326.17
11	Curb and Gutter, Conc, Det C2	72	FT	\$77.00	\$5,544.00	\$3,402.00	\$50.00
12	Water Serv, Long	1	EA	\$2,250.00	\$2,250.00	\$2,363.00	\$9,000.00
13	Water Main, Rem	90	LFT	\$200.00	\$18,000.00	\$927.00	\$50.00
14	Water Main, Abandon	9,000	LFT	\$25.00	\$225,000.00	\$69,300.00	\$8.00
15	Hydrant, Rem, Modified	10	EA	\$11,175.00	\$111,750.00	\$7,575.00	\$1,500.00
16	Water Structure, Abandon	9	EA	\$880.00	\$7,920.00	\$8,293.05	\$1,000.00
17	Water Main, DIWM 6 inch, Open Cut	32	LFT	\$240.00	\$7,680.00	\$5,867.84	\$250.00
18	Water Main, DIWM 8 inch, Open Cut	53	LFT	\$284.00	\$15,052.00	\$7,667.51	\$275.00
19	Water Main, DIWM 10 inch, Open Cut	31	LFT	\$348.00	\$10,788.00	\$8,409.37	\$450.00
20	Water Main, DIWM 18 inch, Open Cut	367	LFT	\$500.00	\$183,500.00	\$152,991.29	\$650.00
21	Directional Drill	155	LFT	\$65.00	\$10,075.00	\$30,375.35	\$330.00
22	Water Main, HDPE SDR 11, 10 inch, Directional Drill	79	LFT	\$80.00	\$6,320.00	\$25,210.46	\$550.00

**7 Bids received, opened 9/25/24**

Date: 9/25/2024

BASE BID			SUPERIOR CONTR. GROUP				INNER CITY CONTRACTING		DIPONIO CONTRACTING		
No		QUANTITY	UNIT	PRICE (\$)	AMOUNT (\$)	UNIT	PRICE (\$)	AMOUNT (\$)	UNIT	PRICE (\$)	AMOUNT (\$)
23	Water Main, HDPE SDR 11, 18 inch, Directional Drill	2,868	LFT	\$150.00	\$430,200.00		\$276.37	\$792,629.16		\$450.00	\$1,290,600.00
24	Water Main Bedding and Backfill, SD-7W	483	LFT	\$90.50	\$43,711.50		\$45.00	\$21,735.00		\$1.00	\$483.00
25	Water Main, 6 inch, Cut and Plug, Modified	1	EA	\$2,000.00	\$2,000.00		\$979.00	\$979.00		\$1,500.00	\$1,500.00
26	Water Main, 8 inch, Cut and Plug, Modified	3	EA	\$2,750.00	\$8,250.00		\$1,409.00	\$4,227.00		\$1,500.00	\$4,500.00
27	Water Main, 18 inch, Cut and Plug, Modified	4	EA	\$3,625.00	\$14,500.00		\$4,347.00	\$17,388.00		\$4,000.00	\$16,000.00
28	Gate Valve and Well, 8 inch, Modified	2	EA	\$8,534.00	\$17,068.00		\$9,610.00	\$19,220.00		\$6,500.00	\$13,000.00
29	Gate Valve and Well, 10 inch, Modified	1	EA	\$10,070.00	\$10,070.00		\$9,532.00	\$9,532.00		\$7,000.00	\$7,000.00
30	Gate Valve and Well, 18 inch, Modified	8	EA	\$31,500.00	\$252,000.00		\$28,485.00	\$227,880.00		\$13,500.00	\$108,000.00
31	Gate Valve and Box, 10 inch, Modified	2	EA	\$10,000.00	\$20,000.00		\$5,205.00	\$10,410.00		\$3,500.00	\$7,000.00
32	Hydrant Assembly SD-1W	9	EA	\$6,910.00	\$62,190.00		\$14,255.15	\$128,296.35		\$10,000.00	\$90,000.00
33	Water Main, Connect New 6 inch to Existing 6 inch	2	EA	\$2,550.00	\$5,100.00		\$4,095.00	\$8,190.00		\$6,500.00	\$13,000.00
34	Water Main, Connect New 8 inch to Existing 8 inch	1	EA	\$3,000.00	\$3,000.00		\$4,095.00	\$4,095.00		\$7,000.00	\$7,000.00
35	Water Main, Connect New 18 inch to Existing 18 inch	4	EA	\$4,750.00	\$19,000.00		\$7,092.50	\$28,370.00		\$12,000.00	\$48,000.00
36	In Line Stop, 6 inch	1	EA	\$4,565.00	\$4,565.00		\$9,778.00	\$9,778.00		\$10,000.00	\$10,000.00
37	In Line Stop, 8 inch	1	EA	\$4,895.00	\$4,895.00		\$10,568.00	\$10,568.00		\$11,000.00	\$11,000.00
38	In Line Stop, 18 inch	2	EA	\$11,797.50	\$23,595.00		\$16,863.00	\$33,726.00		\$23,000.00	\$46,000.00
39	Water Serve Pipe, Cu, 1 inch	100	FT	\$30.00	\$3,000.00		\$28.95	\$2,895.00		\$10.50	\$1,050.00
40	Repair to Existing Water Main	2	EA	\$3,100.00	\$6,200.00		\$10,000.00	\$20,000.00		\$5,000.00	\$10,000.00

**BID TABULATION**  
**2025 WATER MAIN IMPROVEMENTS**  
**CITY OF FLINT**  
7 Bids received, opened 9/25/24

Project No. FL23002 & FL23003  
By: APL  
Reviewed:  
Date: 9/25/2024

BASE BID			SUPERIOR CONTR. GROUP		BIDDER CONTRACTING		DIPONNO CONTRACTING				
No		QUANTITY	UNIT	PRICE (\$)	AMOUNT (\$)	UNIT	PRICE (\$)	AMOUNT (\$)	UNIT	PRICE (\$)	AMOUNT (\$)
41	Exploratory Excavation and Utility Locating, Pavement	11	EA	\$1,100.00	\$12,100.00						
42	Exploratory Excavation and Utility Locating, Non-Pavement	17	EA	\$875.00	\$14,875.00						
43	Maintaining Traffic	1	LSUM	\$35,000.00	\$35,000.00						
44	Turf Establishment	1,790	SYD	\$10.00	\$17,900.00						
45	Permit Allowance (\$2,500)	1	LSUM	\$2,500.00	\$2,500.00						
46	Geotechnical Investigation	1	LSUM	\$9,000.00	\$9,000.00						
47	Crew Days	\$940	DAY	60	\$50,400.00	80	\$67,200.00	120	\$100,800.00		
TOTAL - PART B					\$ 1,838,168.90		\$ 1,978,856.00				
TOTAL BID - PARTS A and B					\$ 2,533,506.16		\$ 2,848,998.00			\$ 3,600,627.87	

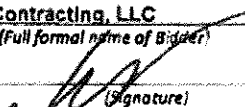
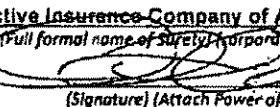

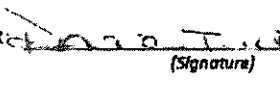


**Contractor:** Inner City Contracting  
**Project:** FL23002/FL23003  
**Client:** City of Flint

Contact:	Project:	Budget/ Change Orders?	Schedule Continuous Work?	Responsiveness to concerns?	Recommend for future projects?
Joe Kolpasky - Giffels Webster	2024 Watermain Improvement Program	Yes-several but justified	On schedule	Good	Yes
Khal Hanna - Hennessey Engineers	2024 Lincoln Park Watermain Replacement	No	On schedule	Good - superintendent Scott Mullins is excellent	Yes - new water main project award upcoming
Stephanie Wirt - Roots, Inc	Moon lakes Estates				wrong number
Charles Smith - Hennessey Engineers	River Rouge Contract #3 Lead Line Service Replacement				left message
Patrick Droze - OHM	City of Grosse Pointe 2023 Mack Ave Watermain				left message
Don Grice City of Linden	Lindenwood Neighborhood Improvements	Some- project is at 50%	On schedule	Good	Not ready to recommend until project is complete; staff is courteous and professional

**BID BOND**

Bond No. B 1321127

<b>Bidder</b> Name: Inner City Contracting, LLC Address: 18716 Grand River Avenue Detroit, MI 48223	<b>Surety</b> Name: Selective Insurance Company of America Address: 40 Wantage Avenue Branchville, NJ 07890
<b>Owner</b> Name: CITY OF FLINT Address: Finance Department - Division of Purchases and Supplies 1101 S. Saginaw St., Room 203 Flint, MI, 48502	<b>Bid</b> Project: 2025 Water Main Improvements Project Flint River Water Main Crossing and James P Cole Blvd Water Main Replacement  Bid Due Date: September 25, 2024
<b>Bond</b> Bond Amount: Five Percent of Accompanying Bid ---(5%) Date of Bond: September 25, 2024 Surety and Bidder, Intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
<b>Bidder</b> Inner City Contracting, LLC (Full formal name of Bidder) By:  (Signature) Name: Charles K. Johnson (Printed or typed) Title: President	<b>Surety</b> Selective Insurance Company of America (Full formal name of Surety (Corporate Seal)) By:  (Signature) (Attach Power of Attorney) Name: Susan L. Small (Printed or typed) Title: Attorney-in-Fact
<b>Attest:</b>  (Signature) Name: Donna Turner (Printed or typed) Title: Surety Manager	<b>Attest:</b>  (Signature) Name: Donna Turner (Printed or typed) Title: Surety Account Manager
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

EJCDC® C-435, Bid Bond (Damages Form).

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Page 1 of 2

# 240592-T



RESOLUTION NO.:

PRESENTED:

12-16-2024

ADOPTED:

JAN 08 2025

**RESOLUTION TO UTILIZE \$30,000.00 IN ARPA FUNDING TO MOTT PARK RECREATION ASSOCIATION, AND BETHEL UNITED METHODIST CHURCH, FOR 6th 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 6th Ward Priorities; and

**WHEREAS**, The Councilperson in the 6th Ward recommends allocating \$15,087.02 of ARPA Funds (Ward Account) to provide funding to the Mott Park Recreation Association for Neighborhood Cleanup; and

**WHEREAS**, The Councilperson in the 6th Ward recommends allocating \$14,912.98 of ARPA Funds (Ward Account) to provide funding to Bethel United Methodist Church for Food Access and Food System Support; therefore

Funding is to come from the following account:

Account Number	Account Name	Subrecipient	Amount
101-101.206-801.000	Ward Priorities	Mott Park Recreation Association	\$15,087.02
101-101.206-801.000	Ward Priorities	Bethel United Methodist Church	\$14,912.98

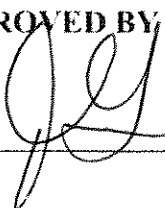
**IT IS RESOLVED** that the appropriate City Officials are hereby authorized to do all things necessary, including executing any necessary agreements, to appropriate funding to the Mott Park Recreation Association in the amount of \$15,087.02, and Bethel United Methodist Church in the amount of \$14,912.98, in accordance with 6th 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:**

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**Joseph Kuptz, Acting City Attorney**

**APPROVED BY CITY COUNCIL:**



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RESOLUTION NO: 250003-T

PRESENTED: 1-08-2025

ADOPTED: JAN 08 2025

**RESOLUTION TO UTILIZE \$10,000 IN ARPA FUNDING TO HANDS OF HOPE AND  
INVISIBLE GIANTS FOR 2ND 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 \$10,000.00 in ARPA funding, previously obligated for revenue replacement, for 2nd Ward Priorities; and

**WHEREAS**, The Councilperson in the 2nd Ward recommends funding (Ward Account) for Hands of Hope, in the amount of \$5,000.00, and funding (Ward Account) for Invisible Giants, in the amount of \$5,000.00;

Funding is to come from the following account:


Account Number	Account Name	Subrecipient	Amount
101-101.205-801.000	Ward Priorities	Hands of Hope	\$5,000.00
101-101.205-801.000	Ward Priorities	Invisible Giants	\$5,000.00

**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 Invisible Giants in the amount of \$5,000.00 and Hand of Hope in the amount of \$5,000.00, in accordance with 2nd 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:**

**APPROVED BY CITY COUNCIL:**

\_\_\_\_\_  
JoAnne Gurley, Chief Legal Officer

\_\_\_\_\_  




250004-T

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

PRESENTED: 1-08-2025

ADOPTED: JAN 08 2025

**Resolution of Support for MDOT's Submission of the Transportation Alternatives Program (TAP)  
Project Proposal for the Oakley Street Pedestrian Bridge**

**BY THE CITY ADMINISTRATOR:**

The City of Flint acknowledges the proposed pedestrian structure at Oakley St. over I-475, which will provide a critical connection for students, bicycles and pedestrians across I-475.

The Michigan Department of Transportation (MDOT) Bay Region Office has committed to sponsoring the project through the Transportation Alternatives Program (TAP) on behalf of the I-475 MDOT Project, including providing the necessary matching funds. MDOT will own and maintain the bridge structure in perpetuity.

MDOT Bay Region Office will manage all costs of project construction, including aspects related to engineering, permits, administration, potential cost overruns, and any non-participating costs. Once the pedestrian bridge is completed, it will be entered into the MDOT bridge inventory, with MDOT responsible for inspections and structural repairs. Certain surface maintenance, such as sweeping and debris removal will remain the responsibility of the City of Flint.

**IT IS RESOLVED,** The City of Flint authorizes support for MDOT's TAP grant application for the Oakley Street pedestrian bridge across I-475.

**IT IS FURTHER RESOLVED,** That this resolution attests the City's support for MDOT's TAP grant application for the Oakley St. pedestrian bridge across I-475.

For the City of Flint:

\_\_\_\_\_  
Clyde Edwards, City Administrator

For the City Council:

\_\_\_\_\_  
*[Signature]*

Approved as to Finance:

\_\_\_\_\_  
*Phillip Moore*  
Phillip Moore  
Chief Financial Officer

Approved as to Form:

\_\_\_\_\_  
JoAnne Gurley  
Chief Legal Officer

FY25 - KRN



## CITY OF FLINT

### **\*\* STAFF REVIEW FORM \*\***

October 9, 2024

**TODAY'S DATE:** January 7, 2025

**BID/PROPOSAL#**

**AGENDA ITEM TITLE:** Resolution of Support for MDOT's Submission of the TAP Project Proposal for the Oakley Street Pedestrian Bridge

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

**VENDOR NAME:** Michigan Department of Transportation (MDOT)

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

The City of Flint is proposing a resolution of support for the Michigan Department of Transportation (MDOT) Bay Region Office's submission of a Transportation Alternatives Program (TAP) project proposal. This project includes the construction of a pedestrian bridge at Oakley St. going over I-475. The bridge will provide a critical connection for students going to school at International Academy of Flint (located on the corner of Saginaw St. and Oakley), bicycles and pedestrians to safely cross I-475, enhancing accessibility and connectivity within the community. MDOT will sponsor the project, covering all necessary engineering, permits, administration, and maintenance of the bridge structure in perpetuity.

#### **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

This is just a resolution of support, no funds are needed at this point.

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



## CITY OF FLINT

### **\*\* STAFF REVIEW FORM \*\***

October 9, 2024

The proposed pedestrian bridge and path will greatly enhance the safety and connectivity of the City of Flint's infrastructure for students, pedestrians and cyclists, providing a safe crossing over I-475. This project aligns with the City's goals for improved transportation alternatives and supports active transportation.

#### **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
		FY25 GRAND TOTAL		

**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):** There are no financial obligations related to the construction of this project.

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





## CITY OF FLINT

### \*\* STAFF REVIEW FORM \*\*

October 9, 2024

ACCOUNTING APPROVAL: Kathryn Neumann Date: \_\_\_\_\_  
City of Flint, Michigan 520-0150

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	Rod McGaha	810-691-3106
2	Jo Janiski	810-210-9889
3	Jay Reithel (MDOT Employee)	989-573-1433

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

DEPARTMENT HEAD SIGNATURE: Rodney McGaha  
Building Information System 2, 2025 11:20:00 AM  
(Rodney McGaha, Director of Transportation)

ADMINISTRATION APPROVAL: \_\_\_\_\_

**250005-T**

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

PRESENTED: 1 - 08 - 2025

ADOPTED: JAN 08 2025

**RESOLUTION SCHEDULING A SPECIAL PRIMARY AND SPECIAL GENERAL  
ELECTION FOR THE THIRD (3<sup>rd</sup>) WARD CITY COUNCIL SEAT**

**BY THE CITY COUNCIL:**

After many years of dedicated service to the city of Flint and the residents of the 3<sup>rd</sup> Ward, Councilmember Quincy Murphy passed away on September 29, 2024, creating a vacancy in the Office of Council Member for the 3<sup>rd</sup> Ward; and

Section §2-410(B)(2) of the Flint City Charter states that the City Council shall "[s]chedule a special primary election as soon as possible to be followed by a special election to fill the office for the balance of the unexpired term, to be conducted in the same manner as is practical for the nomination, primary, and general elections as is provided for in this Charter."

**IT IS RESOLVED**, that a Special Primary Election shall be scheduled for Tuesday, May 6, 2025, and a Special General Election shall be scheduled for Tuesday, August 5, 2025, to elect a Councilmember for the 3<sup>rd</sup> Ward, for a term ending in November 2026.

**FURTHER RESOLVED**, that the deadline for submitting nominating petitions for the 3<sup>rd</sup> Ward seat shall be Tuesday, January 21, 2025.

**APPROVED AS TO FORM:**

**APPROVED BY CITY COUNCIL:**

\_\_\_\_\_  
JoAnne Gurley, Chief Legal Officer

\_\_\_\_\_  
