



City of Flint, Michigan

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

Meeting Agenda – FINAL
Wednesday, April 23, 2025
5:00 PM

City Council Chambers

FINANCE COMMITTEE

Judy Priestley, Chairperson, Ward 4

Leon El-Alamin, Ward 1

VACANT, Ward 3

Tonya Burns, Ward 6

Dennis Pfeiffer, Ward 8

Ladel Lewis, Ward 2

Jerri Winfrey-Carter, Ward 5

Candice Mushatt, Ward 7

Jonathan Jarrett, Ward 9

Davina Donahue, City Clerk

ROLL CALL

REQUEST FOR AGENDA CHANGES/ADDITIONS

PUBLIC COMMENT

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

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

COUNCIL RESPONSE

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

CONSENT AGENDA

Per the amended Rules Governing Meetings of the Flint City Council (as adopted by the City Council on Monday, April 22, 2024), the Chair may request the adoption of a "Consent Agenda". After a motion to adopt a Consent Agenda is made and seconded, the Chair shall ask for separations. Any agenda item on a Consent Agenda shall be separated at the request of any Councilmember. After any separations, there is no debate on approving the Consent Agenda – it shall be voted on or adopted without objection.

RESOLUTIONS

240546.1-T Amendment No. 1/The Flint Commerce Center Brownfield Plan

Resolution resolving that the appropriate City Officials are authorized to do all things necessary to enact the amended Brownfield Plan and reimbursement agreement and to complete the necessary steps to completion for the Brownfield Plan during its life cycle. [NOTE: the Flint Commerce has created an amendment to the approved plan, which will add eligible property and reduce the total approved eligible activity cost for reimbursement.]

250080-T Reallocation of ARPA Funds/Franklin Avenue Mission/Food Access and Food Support System

Resolution resolving that the appropriate City Officials are hereby authorized to do all things necessary, including executing any necessary agreements, to appropriate \$50,000.00 in funding to Franklin Avenue Mission for Food Access and Food System Support. 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.

250083-T Reallocation of ARPA Funds/Flint Institute of Music

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

funding from the funding source account #101-612.008-801.000 to Flint Institute of Music in the amount of \$44,000.00. [NOTE: This funding will expand FIM's current Hocus Focus program offerings to include more schools, youth-serving institutions, and to utilize Hocus Focus Analytics throughout Greater Flint.]

250087-T Reallocation of ARPA Funds/Tapology

Resolution resolving that the appropriate City Officials are authorized to do all things necessary, including executing any necessary agreements, to appropriate funding from the funding source account #101-612.008-801.000 to Tapology in the amount of \$50,000.00. [NOTE: Tapology's mission is to preserve and promote the art of dance through performance, education and community outreach.]

250120-T Support/Local Bridge Program Funding/Michigan Department of Transportation

Resolution resolving that this resolution is hereby adopted to confirm the City's commitment to the proposed FY2028 bridge projects and the ability to finance the 5% local share of construction costs from funding available in the 202 Major Street Fund if the City is awarded funding for the proposed bridge projects. [NOTE: The Michigan Department of Transportation allocates project funds to local governments to repair or rehabilitate bridges that are in pressing need of repair or new design to meet motorists' needs under the Local Bridge Program.]

250121-T CO#1/GOCUTTREES, Inc. DBA Monster Tree Service/Urban Forestry Services

Resolution resolving that the Proper City Officials are hereby authorized to enter into change order #1 to contract with GOCUTTREES, Inc., dba Monster Tree Services of Troy for additional urban forestry services, in an amount NOT-TO-EXCEED \$63,700.00 and a revised three year aggregate of \$570,700.00.

250122-T D.M. Burr Security Services/Professional Security Officers/Customer Service Department

Resolution resolving that the proper City Officials, upon the City Council approval, are hereby authorized to enter into an agreement for professional security officers with D.M. Burr Security Services for the period October 15, 2024

through October 14, 2025, NOT-TO-EXCEED \$100,000.00, pending adoption of FY26 budget.

250123-T CO#1/Increase/The Liou Choice Neighborhood
Implementation/Technical Assistance Contract

Resolution resolving that appropriate City official are authorized to do all things necessary to process a change order to contract 23-072 with The Liou Choice in the amount of \$75,000.00 for a total contract amount of \$149,999.00. [NOTE: the primary strategy of the City of Flint's CNI grant is to implement the approved Transformation Plan through the demolition and replacement of the obsolete Atherton East public housing development (Housing), implementation of several neighborhood strategies to revitalize the area (Neighborhoods), and ensuring that residents in the Choice Neighborhood areas are comprehensively assisted with improved access to basic services (People).]

250124-T Contract/Sinclair Recreation/Park Improvements/Ophelia Bonner and
Dewey Park

Resolution resolving that the appropriate City Officials, upon City Council's approval, are hereby authorized to do all things necessary including budget adjustments to enter into contract with Sinclair Recreation, to complete the installation and repair of pavilions at City of Flint parks, for contract amount of \$170,600 and include 10% contingency NOT-TO-EXCEED \$187,660.00.

250125-T Contract/Communities First/Commercial Façade/1021 N. Saginaw
St./The Choice Neighborhood

Resolution resolving that the appropriate City Officials are authorized to do all things necessary including budget amendments to enter an agreement with Communities First in an amount NOT-TO-EXCEED \$250,000.00 for the purposes of façade improvements at the property located at 1021 N. Saginaw Street. [NOTE: the property located at 1021 N. Saginaw is within the Choice Neighborhood area, owned by Communities First and façade improvements are part of the approved transformation neighborhood strategy.]

250126-T MTech/Purchase Sewer Cleaning Combination Truck

Resolution resolving that the Proper City Officials, upon City Council's approval, are hereby authorized to issue a purchase order to MTech for the

purchase of sewer cleaning combination truck in an amount NOT-TO-EXCEED \$374,790.42 for FY25 budget (07/01/2024-06/30/25). [NOTE: this vehicle purchase will replace truck #7404, a 2019 Freightliner Vactor, vin# 1FVHG3FE2LHLH6059 which will be traded in on this vehicle. Total price for the new truck is \$673,463.60 with a trade in amount of \$225,000.00. The purchase price is \$374,790.42.]

250127-T Opioid Settlement Fund/Fire and Life Safety and Rescue Equipment/Flint Fire Department

Resolution resolving that the appropriate City Officials are hereby authorized to do all things necessary, including executing any necessary agreements, to appropriate from the funding source, as designated by the Finance Department after City Council approval in the amount of \$480,000.00 to the Flint Fire Department to purchase Life Safety and Rescue Equipment. Based on review and validation of the appropriate fund use by the Finance Department, utilizing these funds will be consistent and compliant with the requirements of the National Prescription Opiate Litigation (MDL No. 2804). AND, further resolving that the Division of Purchase and Supplies is hereby authorized to issue Purchase Orders to Flint Fire Department approved vendors for the purchase of various Life Safety and Rescue Equipment in an amount NOT-TO-EXCEED \$480,000.00. [NOTE: Additional supplies are needed to outfit the apparatus such as decaling, equipment, rescue equipment, medical and life safety supplies, etc. will be procured in accordance with the City's purchasing ordinance and policies for an overall cost NOT-TO-EXCEED \$480,000.00.]

250128-T Third Quarter/2025 Budget Amendment

Resolution resolving that the appropriate officials are hereby authorized to do all things necessary to incorporate the approved appropriation changes into the FY2025 operating budget of the City of Flint. [NOTE: Amendment to the FY2025 City of Flint Budget-recognize Revenue and Expenditures associated with the KWA Water Supply System Refunding Bonds Costs of Issuance.]

250129-T Contract/SERVPRO/Residential Façade Improvements/The Choice Neighborhood Critical Community Improvement Program

Resolution resolving that the appropriate City Officials are authorized to do all things necessary to enter into a contract with SERVPRO in the

amount NOT-TO-EXCEED \$801,334.36. [NOTE: SERVPRO will enter a performance-based contract throughout seven months to complete property assessments, collaborate consultations with homeowners, as implementation of exterior improvements and repairs to include sourcing materials, overseeing construction, and adhering to HUD Choice regulatory standards for 17 properties.]

250130-T Authorize Substantial Amendment/City of Flint/Home-American Rescue Plan (ARP) Funding Grant

Resolution resolving that the appropriate City Officials are hereby authorized to do all things necessary including completing budget amendments to enter into contracts and memorandums of understanding for the agencies listed for the City's HOME-ARP Grant in the amount of \$3,244,570, in appropriate accounts and as long as funds remain available. [NOTE: the City of Flint was awarded grant funding in the amount of \$3,244,570.00 from the U.S. Department of Housing and Urban Development (HUD) on April 13, 2023 for HOME-ARP program to address the housing needs of very specific qualifying populations.]

250131-T Prevailing Wage Standards/City-Funded Construction Projects

Resolution resolving that to stabilize the local workforce and enhance the community, the City of Flint may preferentially award construction contracts to successful bidders, to the extent provided by law, that pay their subcontractors and construction mechanics not less than the prevailing wage rates and fringe benefits, on city projects. [NOTE: the Davis-Bacon Act (DBA) was enacted by Congress on March 3, 1931, mandates that federal contracts over \$2,000 for the construction, alteration, and/or repair of public buildings or public works shall contain a clause setting forth the minimum wages to be paid to various classifications of laborers and mechanics.]

ADJOURNMENT



CITY OF FLINT

RESOLUTION

RESOLUTION NO.:

240546.1-T

PRESENTED:

4-23-2025

ADOPTED:

RESOLUTION FOR AMENDMENT NO. 1 TO THE FLINT COMMERCE CENTER BROWNFIELD PLAN

WHEREAS, The City of Flint has approved the Brownfield Plan for Flint Commerce Center Redevelopment Project, on August 14, 2023;

WHEREAS, Flint Commerce Center has created an amendment to the approved plan, which will add eligible property and reduce the total approved eligible activity cost for reimbursement;

WHEREAS, The City of Flint Brownfield Redevelopment Authority met on November 11, 2024 and unanimously recommended the amended Brownfield Plan to City Council for approval;

WHEREAS, a public hearing is scheduled to be held at City Council on April 28, 2025;

IT IS RESOLVED, that the appropriate City Officials are authorized to do all things necessary to enact the amended Brownfield Plan and reimbursement agreement and to complete the necessary steps to completion for the Brownfield Plan during its life cycle.

APPROVED AS TO FORM:

JoAnne Gurley
JoAnne Gurley (Apr 17, 2025 11:04 EDT)

JoAnne Gurley, Chief Legal Officer

APPROVED AS TO FINANCE

Phillip Moore
Phillip Moore (Apr 16, 2025 08:13 EDT)

Phillip Moore, Chief Financial Officer

CITY ADMINISTRATION:

Clyde D. Edwards / A0426
Clyde D. Edwards / A0426 (Apr 17, 2025 11:09 EDT)

Clyde Edwards, City Administrator

CITY COUNCIL:



CITY OF FLINT

CITY OF FLINT

**** STAFF REVIEW FORM ****

October 9, 2024

TODAY'S DATE: November 19, 2024

BID/PROPOSAL# n/a

AGENDA ITEM TITLE: Resolution recommending Setting a Public Hearing regarding the
**RESOLUTION TO APPROVE AMENDMENT #1 TO FLINT COMMERCE CENTER
BROWNFIELD PLAN TO ADD ELIGIBLE PROPERTY, REMOVE FORMER PARCEL 9,
AND DECREASE TOTAL APPROVED ELIGIBLE ACTIVITY COST FOR
REIMBURSEMENT**

PREPARED BY: Emily Doerr, Director – Department of Business and Community Services

VENDOR NAME: n/a

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

This is a resolution for City Council to set a public hearing regarding the approval of Amendment #1 to the Brownfield Plan from Ashley Capital which was approved by the Flint City Council on August 14, 2023 to facilitate redevelopment of the Project site.

This amendment to the Brownfield Plan is to Add eligible property (the development is acquiring 3 more parcels of land west of Industrial Avenue. Acquisition of this property allows for expansion of Building 4 from the 100,000 square feet that was anticipated in the Brownfield Plan to 326,834 square feet. The expanded building size will result in increased tax revenue for the city); Remove former Parcel 9 as eligible property; and Reduce the total approved eligible activity cost for reimbursement (Because the revised plan for Building 4 is larger, approximately \$4.8 million of additional brownfield eligible activity costs will be incurred for redevelopment. However, the developer has successfully applied for an additional \$5.9 million of grant funds since Brownfield Plan approval, which will be used to offset these costs as well as other eligible activity costs within the Brownfield Plan eligible property. The net effect of the cost increase and additional grant funds is to reduce the total projected reimbursement by approximately \$1.1 million. Several other buildings also increased in size, but Flint Commerce Center did not request additional eligible activities for these buildings).

The updated total parcels after Amendment #1 is 16 occupying approximately 294.56 acres of land.

The packet for approval also includes the updated Reimbursement Agreement.



CITY OF FLINT

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

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

Resolution 230225.2 was the original approved Brownfield Plan on August 14, 2023.

Section III.

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

The anticipated investment in building construction is still estimated at over \$300M. The updated total eligible activity cost is \$71,361,778. The total estimated eligible activities totals \$94,261,778 but it is reduced by \$22.9 million due to city, county, state and foundation grant funding.

The 80% tax capture proposed to repay the upfront costs is now decreased to an estimated 21 years.

Section IV: FINANCIAL IMPLICATIONS: Because of the proposed 80/20 split, there will be new taxes collected by the City starting in year one and after an estimated 21 years, all taxes paid will go to the city.

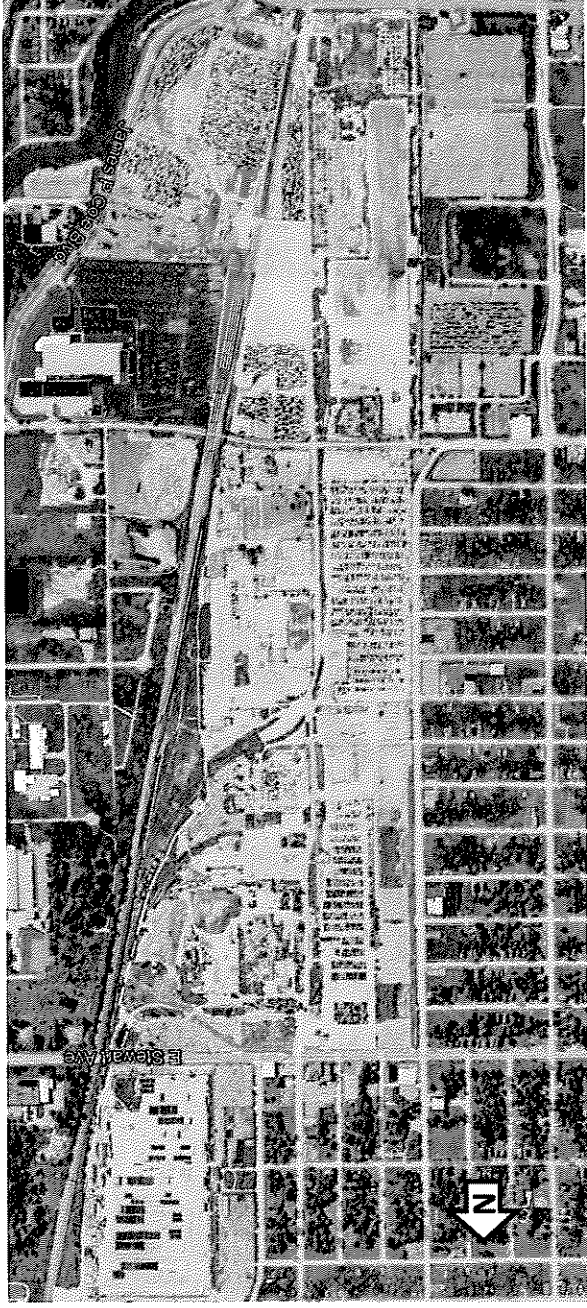
IF ARPA related Expenditure: No

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
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Flint Commerce Center Brownfield Plan – Amendment 1



November 11, 2024

Table of Contents

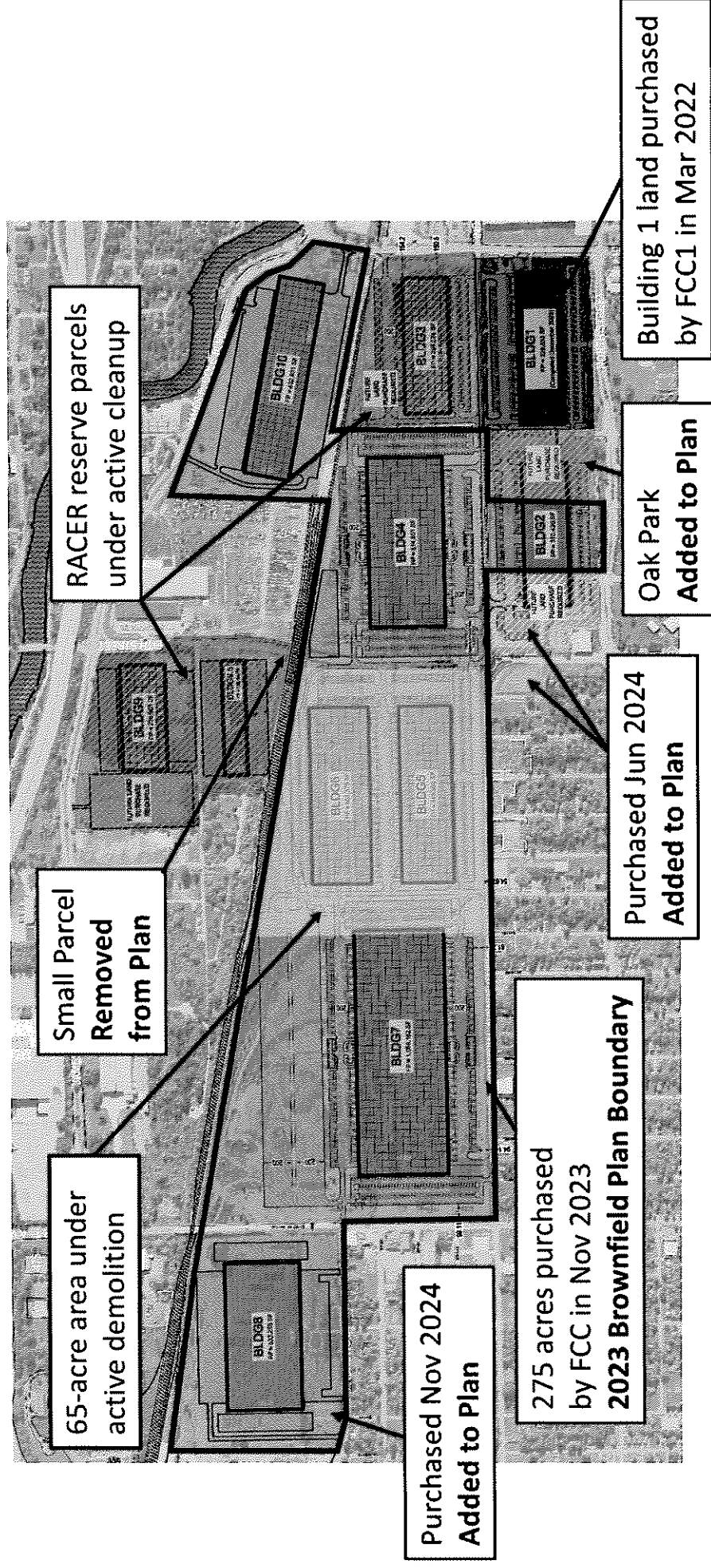
- Summary of 2023 Approved Brownfield Plan
- Summary of 2024 Brownfield Plan Amendment 1

Summary of 2023 Approved Brownfield Plan

- Eligible activities approved were \$72.5M. This accounted for \$17M in grants.
- Brownfield Plan Captures 80% of new incremental taxes and 20% pass-through to regular jurisdictions.
- Projected reimbursement over 25 years with 80% capture. This assumes 2% annual inflation.
- Assumed project buildout period is approximately 16 years with a new building approximately every 2 years. This assumption is subject to market conditions.
- No interest paid on reimbursement.
- Plan reserves the right of Flint BRA to capture 80% of new taxes for 5 years after developer reimbursement for Local Brownfield Revolving Fund (LBRF) estimated at \$21.4M.

AshleyCapital

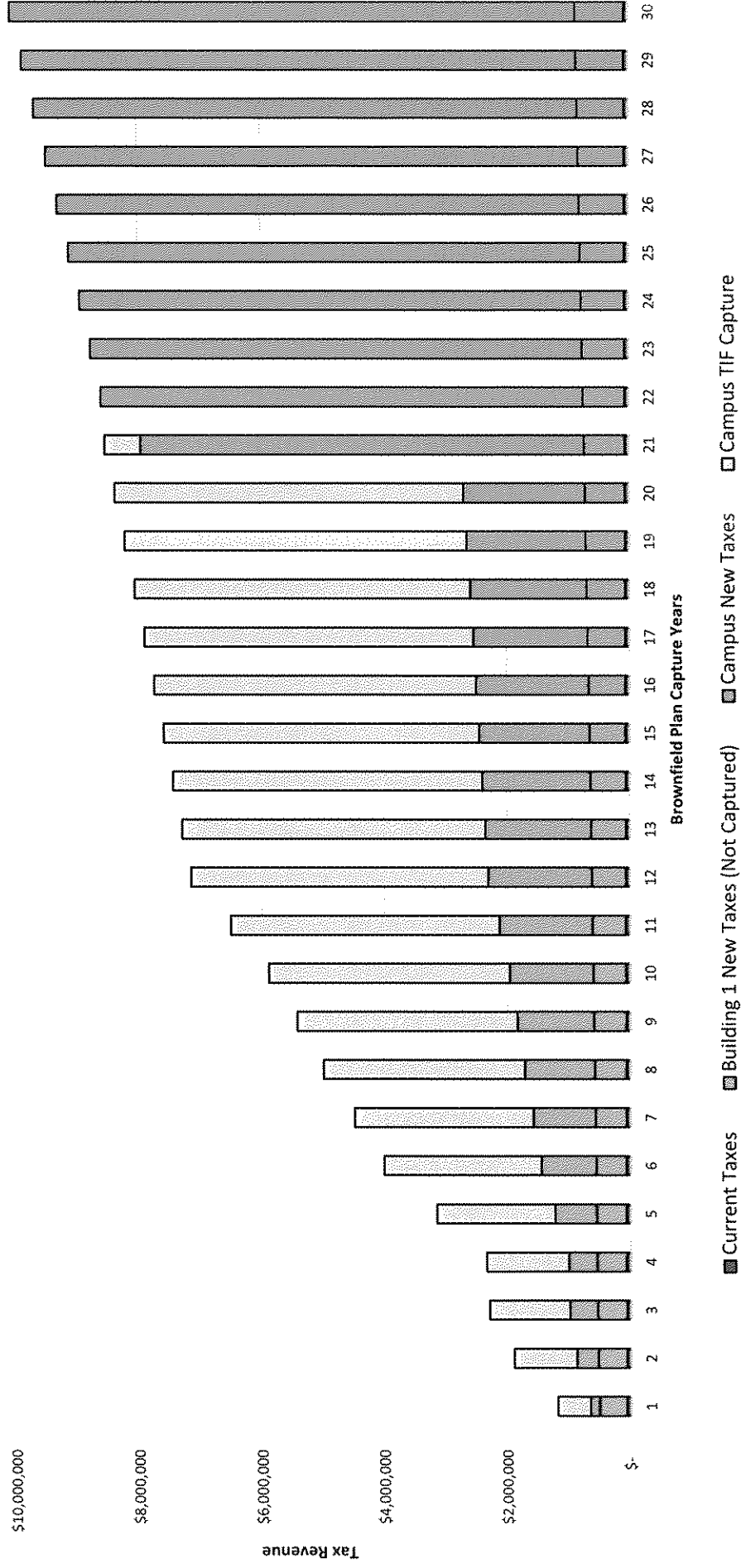
FCC Conceptual Site Plan and Brownfield Plan Amendment 1



Summary of 2024 Brownfield Plan Amendment 1

- Added 4 new parcels to Brownfield Plan and removed 1 parcel.
- The two of the new parcels will be combined to support a larger Building 2 for Nanograf.
- Added in \$4.8M in new eligible activities from Nanograf project.
- Increased size of Buildings 5 and 6; project is now larger with estimated 3.9M SF up from 3.5M SF.
- Subtracted \$5.9M from eligible activities to account for SSRP grant from MSF.
- New eligible activities total is \$71.4M (net reduction of \$1.1M).
- Capture remains 80% with 20% passthrough.
- Reimbursement estimate decreased from 25 years to 21 years.
- Amendment reserves right of city to collect LBRF, estimate increased to \$34.6M.
- **This amendment brings MORE investment and LESS cost.**

Estimated Taxes Generated by Development – 2024 Brownfield Plan Amendment 1

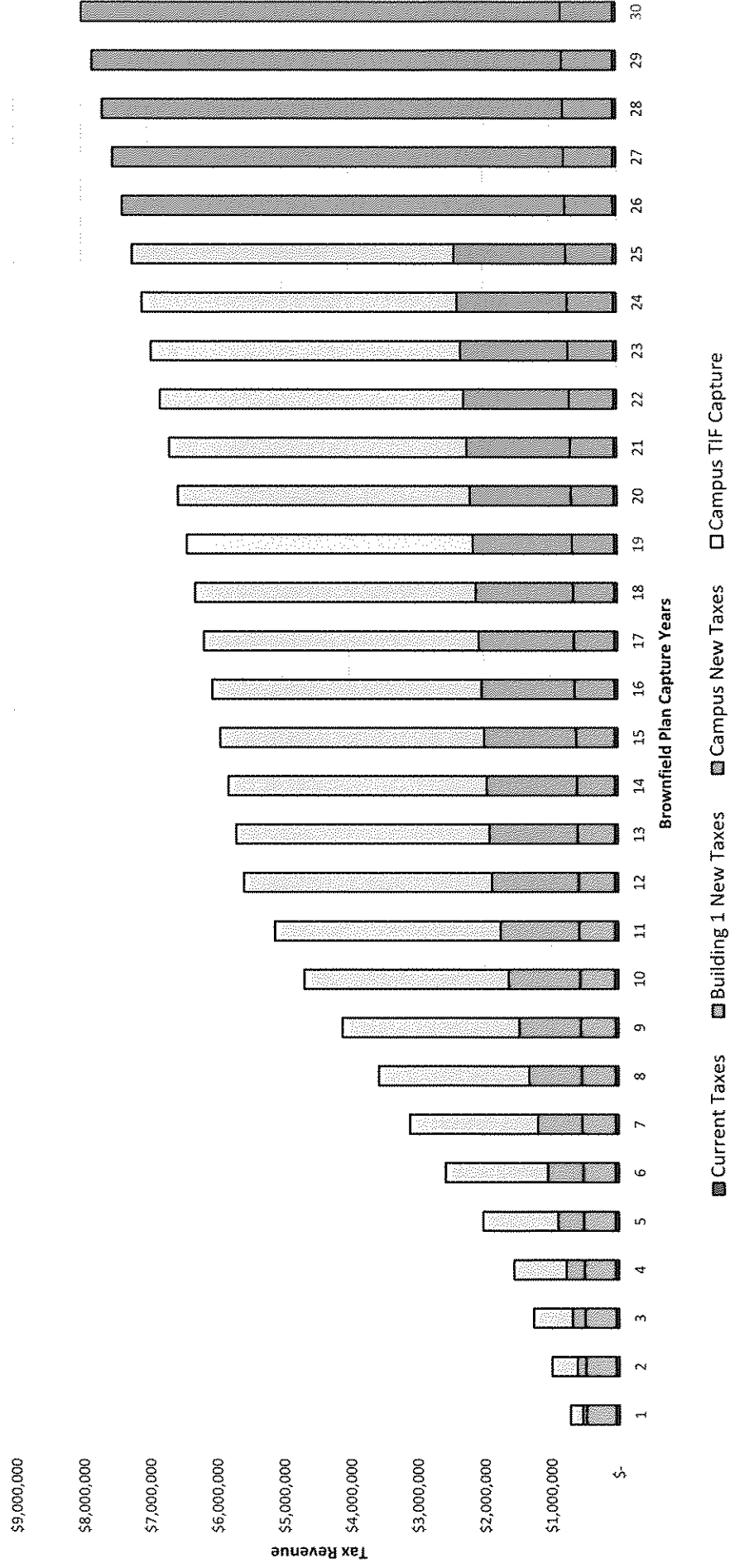


AshleyCapital

Thank you for your time

Questions can be emailed to: flint@ashleycapital.com

Estimated Taxes Generated by Development – 2023 Brownfield Plan



CITY OF FLINT
DEVELOPMENT AND REIMBURSEMENT AGREEMENT – AMENDMENT 1

THIS DEVELOPMENT AND REIMBURSEMENT AGREEMENT AMENDMENT 1 (“Agreement”) is made by and between **CITY OF FLINT BROWNFIELD REDEVELOPMENT AUTHORITY**, a Michigan public body corporation (“FBRA”), whose address is 1101 S. Saginaw Street, Flint, MI 48502, **CITY OF FLINT**, a Michigan municipal corporation (“CITY”), whose address is 1101 S. Saginaw Street, Flint, MI 48502, and **FLINT COMMERCE CENTER, LLC**, a Michigan limited liability company (“the Developer”; “FCC”), whose address is 2575 Haggerty Road, Suite 500, Canton Michigan. This Agreement shall be effective on the date when both FBRA and FCC have executed it (“Effective Date”) and replace the project Development and Reimbursement Agreement previously executed on August 25, 2023.

RECITALS

- A. The FBRA was created by the CITY pursuant to the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of Michigan of 1996, as amended ("Act 381"), and, pursuant to Act 381, the FBRA has prepared a Brownfield Plan Amendment 1 (the "Brownfield Plan Amendment 1") which was duly approved by the FBRA on November 12, 2024 and the City Council of the City on December 9, 2024, to facilitate redevelopment of the Project Site.
- B. The Developer is the owner and/or under contract to purchase 16 parcels of real property totaling 294.56 acres of land located generally south of Pierson Road and Stewart Avenue, west of James P Cole Boulevard, north of Cornelia Street, and east of Industrial Drive and North Street in Flint, Michigan. This real property legally described in “Exhibit A” attached is subsequently referred to in this Agreement as the “Project Site.” The general location of the Project Site and the basis for each parcel’s qualification as “Eligible Property” under Act 381 are shown on Figures 1 and 2, respectively, also provided in Exhibit A.
- C. FCC is undertaking a substantial redevelopment of the Project Site as described in Exhibit B (“the Eligible Activities”). Included in the Project are activities for which FCC may be eligible for reimbursement from FBRA funds pursuant to and in accordance with the approved Brownfield Plan, as amended. Estimated costs of eligible reimbursable activities for the Project total \$71,361,778. This amount includes \$64,096,372 non-environmental activities costs and \$30,165,406 environmental activities costs, discounted by \$22,900,000 in city, county, and state grants as detailed in Exhibit B. The Project and Improvements will have the effect of assisting in the redevelopment and reuse of the Property, increasing the tax base within the City, and otherwise enhancing the economic vitality and quality of life in the City.
- D. Act 381 permits the FBRA to capture and use the property tax revenues generated from the Increment increase in property value of a redeveloped brownfield site constituting an “Eligible Property” under Act 381 to pay or to reimburse the payment of costs of conducting activities that meet the requirements under Act 381 of “eligible activities” (herein after “Eligible Costs”).

- E. By undertaking the Improvements, the Developer will incur Eligible Costs estimated at a cost of up to \$71,361,778, all as defined in attached Exhibit B.
- F. In addition to the reimbursement of Developer's Eligible Costs, tax increment revenues may be deposited in the Local Brownfield Revolving Fund (LBRF) during the Term of this Agreement after the reimbursement of Developer's Eligible Costs.
- G. In accordance with Act 381 and subject to the terms of this Agreement, the parties desire to use the property tax revenues that are generated from an increase in the taxable value of the real property resulting from the redevelopment of the Property which the FBRA is entitled to receive (the "Tax Increment Revenues") to reimburse the Developer for the Eligible Costs and to fund the City's LBRF pursuant to Act 381.
- H. The parties are entering into this Agreement to establish the requirements and procedures for such reimbursement and funding.

TERMS AND CONDITIONS

Therefore, in exchange for the consideration in, and referred to, by this Agreement, the parties agree as follows:

1. Capture of Taxes. During the term of this Agreement, the FBRA shall capture all Tax Increment Revenues from the Property in accordance with the Brownfield Plan and use those Tax Increment Revenues as provided in this Agreement.

2. Submission of Costs. For those Eligible Costs for which the Developer seeks reimbursement from the FBRA, the Developer shall submit to the FBRA:

- (1) a written statement detailing the Eligible Costs;
- (2) a written explanation as to why they are Eligible Costs;
- (3) copies of invoices from contractors, engineers or others who provided such services, or, for the Developer's personnel for whose services reimbursement is being sought, detailed time records showing the work performed by such individuals; and
- (4) any other information which may be reasonably required by the FBRA or its respective auditors.
- (5) a \$5,000 review fee.

3. Payments

(a) Eighty percent (80%) of the Tax Increment Revenues (excluding school or state taxes - they will be paid in accordance with Act 381) received by the FBRA shall be paid to the Developer to reimburse it for Eligible Costs up to a maximum of \$71,361,778 or 30 years of capture, whichever occurs first. The FBRA may retain 80% of the Tax Increment Revenues (excluding

school or state taxes) for administrative fees and deposits to the LBRF for five (5) years following completion of reimbursement of Developer's Eligible Costs, but in no case shall tax increment revenues be retained such that capture extends beyond 30 years. The FBRA shall have no obligation to reimburse the Developer for Eligible Costs from Tax Increment Revenues captured and received by the FBRA after 30 years of capture and reimbursement.

(b) The FBRA shall engage the services of a qualified third-party professional firm (the "Reviewer") to evaluate Developer's periodic submissions of Eligible Costs. Developer and the FBRA shall mutually agree upon the selection of the Reviewer. Developer shall submit statements of Eligible Costs in full compliance with the terms and conditions in Paragraph 2 of this Agreement. The FBRA shall submit the Eligible Costs to the Reviewer within ten (10) days of receipt from Developer. Reviewer shall have thirty (30) days to either; i) request more information from Developer; or ii) approve all Eligible Costs and inform the FBRA and Developer of its approval; or iii) deny any or all Eligible Costs and inform, in writing, the FBRA and Developer of the specific reasons each of the Eligible Costs has been denied. The Developer shall have thirty (30) days to respond to the written response from the FBRA and/or the Reviewer specifying the reasons for the denial of certain Eligible Costs. Where there is disagreement between the Developer and the FBRA/Reviewer, each party will work in good faith with the other to resolve such disagreements. Either party may request, and receive, an extension period of fifteen (15) days for its response period.

(c) In lieu of collecting administrative fees during the Developer's reimbursement period, the Developer will be responsible for paying the FBRA a fee of \$5,000 with each submission to cover the Reviewer's cost. If the Reviewer's level of effort exceeds \$5,000 for a submission, the FBRA will notify the Developer of the additional costs, and these costs will be paid to the FBRA within 30 days of notice. These invoices shall be included in the Developer's Eligible Costs for the project. The FBRA will retain unspent review fees in their administrative fund; these funds will be applied to future submissions and kept at the end of the project.

(d) Unless it disputes whether all or a portion such costs are Eligible Costs or the accuracy of such costs, the FBRA shall, after approval, pay to the Developer the amounts for which submissions have been approved within 30 days after the FBRA has approved such payment provided Tax Increment Revenues have been received from which the submission may be wholly or partially paid. If a partial payment is made by the FBRA because of insufficient Tax Increment Revenues, the FBRA shall make additional payments toward the remaining amount within 30 days of its receipt of additional Tax Increment Revenues until all of the amounts, for which submissions have been approved, have been fully paid to the Developer or to the end of the Term, whichever occurs first.

4. Adjustments. If, due to an appeal of any tax assessment or reassessment of any portion of the Property or for any other reason the FBRA is required to reimburse any Tax Increment Revenues to the City or any other tax levying unit of government, the FBRA may deduct the amount of any such reimbursement, including interest and penalties, from any amounts due and owing the Developer. If all amounts due the Developer under this Agreement have been fully paid or the FBRA is no longer obligated to make any further payments to the Developer, the FBRA shall invoice the Developer for the amount of such reimbursement and the Developer shall pay the FBRA such invoiced amount within 30 days of the Developer's receipt of the invoice. Amounts invoiced

and paid to the FBRA by the Developer pursuant to this paragraph shall be reinstated as Eligible Costs for which the Developer shall have the opportunity to be reimbursed in accordance with the terms, conditions and limitations of this Agreement. Nothing in this Agreement shall limit the right of the Developer to appeal any tax assessment.

5. Development. The Developer shall commence work on the Project as soon as possible after obtaining all necessary approvals for the Project.

6. Reporting. The Developer shall submit a written report to the FBRA following completion of the Project indicating as of such date the number of new jobs located at the Project, if any, the total private investment and such other information as may be required by the FBRA for reporting purposes. Reimbursement Requests shall be reviewed by FBRA. FCC shall cooperate in the review by FBRA by providing information and documentation to supplement the Reimbursement Request as deemed reasonable and necessary by FBRA. Within thirty (30) days after submission of a Reimbursement Request, FBRA shall either approve the Reimbursement Request or identify in writing to FCC any costs in the Reimbursement Request deemed ineligible for reimbursement and the basis for the determination. FCC shall be given thirty (30) days thereafter within which to provide supplemental information or documents in support of the Reimbursement Request or portion of it deemed ineligible by FBRA. Thereafter, except as otherwise agreed to in writing by FCC and FBRA, FBRA shall make a decision on the eligibility of the disputed cost and inform FCC in writing of its determination, which determination shall be final. The FBRA shall act on a Reimbursement Request after receipt of the requested supplemental information from FCC at the next scheduled meeting of the FBRA, and if the Reimbursement Request is deemed eligible, the FBRA shall approve the payment of the Reimbursement Request.

7. Interpretation. The Brownfield Plan and this Agreement constitute the entire agreement between the parties as to its subject. This Agreement shall not be amended or modified except in writing signed by the parties. The Agreement shall not be affected by any course of dealing and the waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision.

8. Assignment; Binding Effect. This Agreement and the rights and obligations under this Agreement shall not be assigned or otherwise transferred by any party without the consent of the other party, which shall not be unreasonably withheld, *provided, however*, the Developer may assign its interest in this Agreement to an affiliate without the prior written consent of the FBRA, *provided*, any such assignee shall acknowledge to the FBRA in writing on or prior to the effective date of such assignment its obligations upon assignment under this Agreement, *provided, further*, that the Developer may make a collateral assignment of the Tax Increment Revenues after review of such assignment and consent by FBRA's legal counsel and approval of the FBRA's Executive Director. As used in this paragraph, "affiliate" means any corporation, company, partnership, limited liability company, trust, sole proprietorship or other individual or entity which (a) is owned or controlled by the Developer, (b) owns or controls the Developer or (c) is under common ownership or control with the Developer. This Agreement shall be binding upon any successors or permitted assigns of the parties.

9. Term. It is understood and agreed that the reimbursement obligation of the FBRA under this Agreement shall commence with taxes collected beginning with the Summer 2026 tax bill (the

"Commencement Date"), and shall be satisfied with the Tax Increment Revenues collected after the Commencement Date and otherwise available under the Brownfield Plan. The reimbursement obligation of the FBRA shall terminate upon the payment of all outstanding reimbursement requests up to \$71,361,778 but in no event later than Tax Increment Revenues collected beyond 30 years of capture and reimbursement (2055).

10. Miscellaneous.

10.1 Notices. All requests, demands, notices, certificates or communications desired, permitted or required to be given under this Agreement shall be in writing and deemed delivered when personally served, or when received if mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows, or if received if mailed and delivered through overnight mail:

If to FCC:

Susan Harvey
Senior Vice President
Ashley Capital, LLC
2575 S. Haggerty Road, Suite 500
Canton, MI 48188
Email: sarvey@ashleycapita.com

Copy to:

Robert Auskalis, Vice President
Ashley Capital, LCC
9810 S. Dorchester Ave, Chicago, IL 60628
rauskalis@ashleycapital.com

If to FBRA:

Flint Brownfield Redevelopment Authority
CITY OF FLINT
1101 S. Saginaw Street, Flint, MI 48502
Attn: _____

or to such other address as such party may specify by appropriate notice.

10.2 Amendment and Waiver. No amendment or modification of this Agreement shall be binding upon any party to this Agreement until such amendment or modification is reduced to writing and executed by all parties. No waiver of any term of this Agreement shall be binding upon any party until such waiver is reduced to writing, executed by the party to be charged with such waiver, and delivered to the other party to this Agreement.

10.3 Entire Agreement. This Agreement contains all agreements between the parties regarding the subject matter of this Agreement. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, between the parties, except to the extent reference is made to such matters in this Agreement.

10.4 Execution in Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, all of which shall constitute and be deemed an original, but all of which together shall constitute one and the same instrument binding on FCC and FBRA. This Agreement may be executed by either or both parties by electronic signature in lieu of an original signature.

10.5 Captions. The captions and headings in this Agreement are for convenience only and in no way limit, define or describe the scope or intent of any provision of this Agreement.

10.6 Applicable Law. This Agreement shall be governed in all respects, whether as to validity, construction, performance or otherwise, by the laws of the State of Michigan.

10.7 No Waiver. No waiver by a party of any Default by another party in the performance of any portion of this Agreement shall operate or be construed as a waiver of any future Default, whether like or different in character.

10.8 Survival of Covenants. The covenants and provisions into this Agreement shall survive any termination of this Agreement.

CITY OF FLINT, FBRA and FCC have caused this Agreement to be duly executed and delivered as of the date last executed below.

FLINT COMMERCE CENTER, LLC

Date: _____

By: _____

Susan Harvey

Its: Senior Vice President of Ashley Capital, LLC agent for
FLINT COMMERCE CENTER, LLC

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing Reimbursement Agreement was acknowledged before me this _____ day of _____, 2025 by _____ of _____, a _____ corporation.

Notary Public

_____ County, _____
My Commission Expires: _____

**FLINT BROWNFIELD REDEVELOPMENT
AUTHORITY,**
a Michigan public body corporation

Date: _____

By: _____
Sheldon A. Neeley, Mayor

Its: Chairperson

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing Reimbursement Agreement was acknowledged before me this _____
day of _____, 2025 by _____ of the CITY OF FLINT
Brownfield Redevelopment Authority, a Michigan municipal corporation.

Notary Public

_____ County, _____
My Commission Expires: _____

CITY OF FLINT,
a Michigan municipal corporation

Date: _____

By: _____
Sheldon A. Neeley, Mayor

Date: _____

By: _____

Approved as to Form:

STATE OF _____)
) ss
COUNTY OF _____)

JoAnne Gurley, City Attorney

The foregoing Reimbursement Agreement was acknowledged before me this _____
day of _____, 2024 by _____, of the CITY
OF FLINT, a Michigan municipal corporation.

Notary Public

_____ County, _____
My Commission Expires: _____

EXHIBIT A
Legal Description of Property

EXHIBIT B

Brownfield Plan Amendment 1 for FLINT COMMERCE CENTER Redevelopment

Approved by Flint BRA on November 12, 2024

Approved by Flint City Council on December 9, 2024



RESOLUTION NO.:

250080-T

PRESENTED:

3-5-2025

ADOPTED:

RESOLUTION TO REALLOCATE \$50,000.00 OF ARPA FUNDING TO FRANKLIN AVENUE MISSION FOR FOOD ACCESS AND FOOD SYSTEM SUPPORT

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, City Council recommends reallocating \$50,000.00 in ARPA funding, previously obligated for revenue replacement, to provide funding to Franklin Avenue Mission; and

WHEREAS, The funding is to be utilized by Franklin Avenue Mission for Food Access and Food System Support for the residents of Flint; therefore

Funding is to come from the following account:

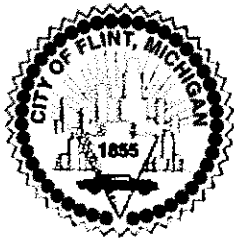
Account Number	Account Name	Subrecipient	Amount
101-612.004-801.000	General Fund	Franklin Avenue Mission	\$50,000.00

IT IS RESOLVED that the appropriate City Officials are hereby authorized to do all things necessary, including executing any necessary agreements, to appropriate \$50,000.00 in funding to Franklin Avenue Mission for Food Access and Food System Support. Before the funds are spent, the City of Flint's ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of Treasury final rules.

Approved as to Form:

For the City Council:

JoAnne Gurley, City Attorney



250083-T

RESOLUTION NO.:

PRESENTED: 3-19-2025

ADOPTED:

RESOLUTION APPROVING REALLOCATION OF \$44,000 IN ARPA FUNDS TO FLINT INSTITUTE OF MUSIC

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, One of the Flint Institute of Music's goals is to restore and/or improve quality of life for Flint youth; and

Whereas, This funding will expand FIM's current Hocus Focus program offerings to include more schools, youth-serving institutions, and to utilize Hocus Focus Analytics throughout Greater Flint.; and

Whereas, Hocus Focus consists of 45-minute customizable interactive activities developed in alignment with Common Core Standards that combine education with the art of magic to help students improve their abilities in planning, sequencing, organization, concentration, memory, and communication – key factors to academic success; and

Whereas, City Administration recommends reallocating \$44,000 in ARPA funds, originally intended for revenue replacement to Flint Institute of Music; and

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

Account	Description	Amount
101-612.008-801.000	Flint Institute of Music	\$44,000

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 #101-612.008-801.000 to Flint Institute of Music in the amount of \$44,000.



RESOLUTION NO.: _____

PRESENTED:

ADOPTED:

Approved as to Form:

JoAnne Gurley
JoAnne Gurley (Mar 5, 2025 22:48 EST)

JoAnne Gurley, Chief Legal Officer

Clyde D Edwards / A0411
Clyde D Edwards / A0411 (Mar 6, 2025 08:14 EST)

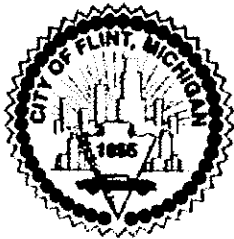
Clyde D. Edwards, City Administrator

Approved as to Finance:

Phillip Moore
Phillip Moore (Mar 6, 2025 07:42 EST)

Philip Moore, Chief Financial Officer

Flint City Council



RESOLUTION NO.: _____

PRESENTED:

ADOPTED:

TODAY'S DATE: 2/4/25

BID/PROPOSAL#

AGENDA ITEM TITLE: RESOLUTION APPROVING REALLOCATION OF \$44,000 IN ARPA FUNDS TO FLINT INSTITUTE OF MUSIC

PREPARED BY:

VENDOR NAME: Flint Institute of Music

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

To restore and/or improve quality of life for Flint youth, FIM seeks funding to expand our current Hocus Focus program offerings to include more schools, youth-serving institutions, and to utilize Hocus Focus Analytics throughout Greater Flint.

Designed to support the learning of students with varying degrees of educational challenges and abilities (autistic, cognitively delayed, learning disabled, etc.), Hocus Focus consists of 45-minute customizable interactive activities developed in alignment with Common Core Standards that combine education with the art of magic to help students improve their abilities in planning, sequencing, organization, concentration, memory, and communication – key factors to academic success.

Dr. Kevin Spencer, creator of Hocus Focus, is a world-renowned illusionist, teaching artist, researcher, and faculty in the Special Education program at Carlow University, teaching the intersection of the arts for special populations.

Arts-integrated interventions, like Hocus Focus, encourage youth with special needs to embrace their uniqueness, using simple magic tricks to enhance successes and shift the way other-abled students see themselves. When integrated into core curriculum, it can provide significant advancements in critical thinking, problem solving, and self-confidence – the primary component to dedication. To master anything, including education, you must first believe that you can.

Serving 500 students annually, leveraging Dr. Spencer's relationship with the Marion Crouse Instructional Center, and FIM's relationships with more than two dozen local schools and youth-serving organizations, FIM hopes to advance the use of Hocus Focus Analytics over a three-year timeline to help 2/3 of engaged youth to:

- adapt behaviors to suit individual learning abilities
- increase ability to maintain focus, and



RESOLUTION NO.: _____

PRESENTED:

ADOPTED:

- increase ability to recall sequential steps

All skills necessary to improve performance in science, mathematics, ELA and social studies.

Geographic Area: Citywide

**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:**

In the wake of the COVID-19 pandemic, concern for our youth has spiked. Forced isolation, compromised school districts and curriculum, have exacerbated an already volatile situation, and exhausted already limited resources to serve special populations. Without sufficient resources to provide in-school remediation, the percentage of youth in need of special education services has continued to increase year-over-year, going from 13.8% prior to the pandemic, to 14.8% during the 2020 school year, to 15.1% today, with 9000 registered Special Education students in Genesee County. Hocus Focus is a creative instructional approach to support the learning of students with varying degrees of educational challenges and abilities including autistic, cognitively delayed, and learning-disabled students. The activities are motivational, promote positive self-expression, and reinforce many key skills needed for student success.



RESOLUTION NO.: _____

PRESENTED:

ADOPTED:

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:

Account	Description	Amount
101-612.008-801.000	Flint Institute of Music	\$44,000

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)*

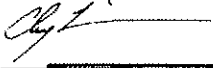
BUDGET YEAR 1 \$

BUDGET YEAR 2

BUDGET YEAR 3

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

PRE-ENCUMBERED? YES ☐ NO ☐ REQUISITION NO:

ACCOUNTING APPROVAL:  Date: 02/27/2025

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☐



RESOLUTION NO.: _____

PRESENTED:

ADOPTED:

Section V: RESOLUTION DEFENSE TEAM:

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

	NAME	PHONE NUMBER
1	Jessica Carlo	
2		
3		

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

DEPARTMENT HEAD SIGNATURE:

City of Flint, Michigan

(Name, Title)

ADMINISTRATION APPROVAL:

Clyde D Edwards / A0411
Clyde D Edwards / A0411 (Mar 6, 2025 08:14 EST)

(for \$20,000 or above spending authorizations)



250087-T

RESOLUTION NO.: _____

PRESENTED: 3-19-2025

ADOPTED: _____

RESOLUTION APPROVING REALLOCATION OF \$50,000 IN ARPA FUNDS TO TAPOLGY

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, Tapology's mission is to preserve and promote the art of dance through performance, education and community outreach; and

Whereas, Tapology serves Flint children and youth, ages 8 to 18, who are historically under-resourced; and we are nationally known for welcoming people of all races, heritages, ages, genders and socio-economic backgrounds, to join us in learning the art of Tap Dance; and

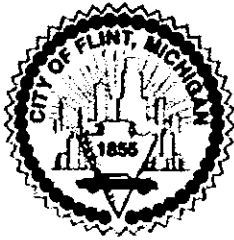
Whereas, This funding will provide Tapology with the operational resources necessary to expand their programming to reach more Flint children with unique high-quality arts-education programming; and

Whereas, City Administration recommends reallocating \$50,000 in ARPA funds, originally intended for revenue replacement to Tapology; and

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

Account	Description	Amount
101-612.008-801.000	Tapology	\$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 #101-612.008-801.000 to Tapology in the amount of \$50,000.



RESOLUTION NO.: _____

PRESENTED:

ADOPTED:

TODAY'S DATE: 2/4/25

BID/PROPOSAL#

AGENDA ITEM TITLE: RESOLUTION APPROVING REALLOCATION OF \$50,000 IN ARPA FUNDS TO TAPOLOGY

PREPARED BY:

VENDOR NAME: TAPOLOGY

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

Tapology's mission is to preserve and promote the art of dance through performance, education and community outreach. At the core of our mission is Flint children and youth, ages 8 to 18, who are historically under-resourced; and they are nationally known for welcoming people of all races, heritages, ages, genders and socio-economic backgrounds, to join us in learning the art of Tap Dance.

Each year, Tapology's world-class artist instructors – with years of experience – engage children and youth in artistic self-expression and improvisation that is aligned with an established STEAM-based curriculum. Instructors also teach children ways to interact with their past, present and future, all while maintaining the highest standards of entertainment and education quality, through year-round integrated arts-education programming. Our key programs include the Fall Festival and Concert, FlintS.T.O.N.E. Movers (Stepping Through Obstacles, Narrating Excellence), the Summer Tap Intensive, Tapology Youth Ensemble and the Sweet & Able Mentoring Program. They meet children where they exist by taking our programs to neighborhood schools and community centers, such as Flint Housing Commission communities, Ennis Center for Children, the Sylvester Broome Empowerment Village, and Dailey Elementary.

This will ensure the unique educational artistic quality of our programming with world-class performing artists-instructors, and adequate administrative, development and support staff. Outcomes for this project include:

- Engaging 500 children in healthy recreational and arts-education activities;
- Connecting socially isolated children and people of diverse backgrounds, who share similar passions and goals, via year-round arts-integrated programming.
- At least 375 children will complete Self Perception Surveys, with 75 percent showing maintained or improved self-worth.



RESOLUTION NO.: _____

PRESENTED:

ADOPTED:

- At least 60 percent of students will have the ability to exhibit learned and/or expanded Tap skills, with greater appreciation for art form.

Geographic Area: Citywide

**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:

This project will benefit minority populations that have been disproportionately impacted by COVID-19. By working diligently with community partners, Tapology's youth outreach programming engages Flint children, ages 8 to 18, from low- to moderate income households who belong to marginalized communities and are historically under-resourced, year-round.

According to the Ruth Mot Foundation's North Flint Dashboard, the graduation rate for Flint children dropped each year of the pandemic, from 69.2 percent in 2019, to 59.2 percent in 2021. In addition, the 2022 Flint & Genesee County, Michigan Community Health Needs Assessment Report (CHNA), found that "higher rates of poverty are associated with poorer educational outcomes," and "residents who are



RESOLUTION NO.: _____

PRESENTED:

ADOPTED:

low-income, minority or uninsured are disproportionately impacted by environmental issues such as pollution, crime, property abandonment, lack of areas to exercise and lack of access to healthy foods." Many Flint children and youth, have an abundance of talent, but lack access to culturally-enriching activities, which contain a great deal of protective factors that are strategically incorporated into Tapology's arts-education programming. This includes STEAM aligned arts-education programming; providing safe spaces to regularly engage in recreational physical activities; connecting youth of diverse backgrounds; and engaging children in artistic self-expression and improvisation that leads to increased self-worth, leadership skills and youth empowerment. According to the National Endowment for the Arts, arts involvement "can support the social and emotional learning needs of students, including teaching students how to manage their emotions and have compassion for others. The arts can also provide an outlet for students to process their emotions from disaster and trauma to begin the healing process and build resiliency, a key factor to successful transitions back to school." In addition, the study, "It Just Made Me Want to Do Better for Myself": Performing Arts Education and Academic Performance for African American Performance for African American Male High School Students," found that arts-based experiences combined with education contribute to children's artistic and academic self-concept and achievement. The ARPA grant will provide Tapology with the operational resources necessary to expand our programming to reach more Flint children with unique high-quality arts-education programming, and continue applying protective factors that help reduce risks that were exacerbated by the COVID-19 pandemic – ultimately leading to an increase in positive outcomes for Flint children and youth who were negatively impacted by the COVID-19 pandemic

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:



RESOLUTION NO.: _____

PRESENTED:

ADOPTED:

Account	Description	Amount
101-612.008-801.000	Tapology	\$50,000

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:  Date: 02/27/2025

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	Bruce Bradley	(810) 787-0197
2		
3		

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

DEPARTMENT HEAD SIGNATURE:

 (Feb 27, 2025 10:12 EST)



RESOLUTION NO.: _____

PRESENTED:

ADOPTED:

(Name, Title)

ADMINISTRATION APPROVAL:

(for \$20,000 or above spending authorizations)

Clyde D Edwards / A0410
Clyde D Edwards / A0410 (Mar 6, 2025 08:11 EST)



RESOLUTION NO.:

PRESENTED:

ADOPTED:

250120-T

4-23-2025

BY THE CITY ADMINISTRATOR:

Resolution of Support for Local Bridge Program Funding Applications submitted to the Michigan Department of Transportation and Ability to Fund the Five Percent (5%) Local Share of Construction Costs from Funding Available in the 202 Major Street Fund

The Michigan Department of Transportation allocates project funds to local governments to repair or rehabilitate bridges that are in pressing need of repair or new design to meet motorists' needs under the Local Bridge Program; and

The City of Flint will be submitting applications to MDOT which request that the following bridge projects be considered for funding under the Local Bridge Program: Sunset Drive over the Flint River (2832), (Superstructure Replacement), multiple preventative maintenance package on the following bridges: Saginaw St. over Thread Creek (2557), Atherton Rd. over Carman Creek (2827), Kearsley St. over Swartz Creek (2831) Franklin Ave. over Gilkey Creek (2854) and Hamilton Ave. bridge over the Flint River (2835); and

In order for the aforementioned bridge projects to be eligible for funding under the local Bridge Program, the City of Flint must communicate our commitment to the proposed projects and ability to fund 5% local share of construction costs if the City is awarded funding for the projects under the Local Bridge Program; and

The Department of Transportation is requesting this resolution be adopted to confirm the City's commitment to the proposed bridge projects and ability to finance the 5% local share of construction costs from funding available in the 202 Major Street Fund if the City is awarded funding for the proposed bridge projects; and

IT IS RESOLVED, that this resolution is hereby adopted to confirm the City's commitment to the proposed FY2028 bridge projects and the ability to finance the 5% local share of construction costs from funding available in the 202 Major Street Fund if the City is awarded funding for the proposed bridge projects.

For the City of Flint:

Clyde D. Edwards / A0438
Clyde D. Edwards / A0438 (Apr 9, 2025 15:19 EDT)

Clyde Edwards, City Administrator

For the City Council:

Approved as to Finance:

Phillip Moore
Phillip Moore (Apr 7, 2025 05:18 EDT)

Phillip Moore
Chief Financial Officer

Approved as to Form:

JoAnne Gurley
JoAnne Gurley (Apr 9, 2025 14:05 EDT)

JoAnne Gurley
Chief Legal Officer



CITY OF FLINT

**** STAFF REVIEW FORM ****

Effective: March 5, 2025

TODAY'S DATE: April 2, 2025

BID/PROPOSAL#

AGENDA ITEM TITLE: Resolution of support for Local Bridge Funding Applications submitted to the Michigan Department of Transportation and Ability to Fund the Five Percent (5%) Local Share of Construction Costs from Funding Available in the 202 Major Street Fund

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

VENDOR NAME:

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

Vendor Compliance (This vendor has been properly vetted and the responses are below):

Federal government	(All documentation current, no violations)	<input type="checkbox"/> YES	<input type="checkbox"/> NO
State government	(All documentation current, no violations)	<input type="checkbox"/> YES	<input type="checkbox"/> NO
City of Flint	(All documentation current, no violations)	<input type="checkbox"/> YES	<input type="checkbox"/> NO

The requesting authority is validating that this vendor has been in full compliance with all past contract provisions and has not violated the terms of any contract with the City of Flint.

Once a year the Michigan Department of Transportation allocates project funds to local governments to repair or rehabilitate bridges that are in pressing need of repair or new design. The City of Flint is submitting applications to replace and rehabilitate six bridges for the FY2028 year: Western Road over the Kearsley Creek (2853) (Superstructure replacement), Grand Traverse over the Flint River (2841), Sunset Drive over the Flint River (2832), Leith Street over W. Boulevard and the Flint River (2836), Beach/Garland Street over the Flint River (2843), and East Boulevard over the Kearsley Creek (2858) that meets the criteria.

PROCUREMENT (MUST BE SPECIFIED)

Please specify how this vendor was identified: (Check one)

- ☐ Sole Source (Please attach sole source statement to requisition)
- ☐ Competitive Bid Process (Please attach bid tabulation/documents to requisition)
- ☐ Cooperative Contract (MIDeal, Sourcewell, GSA, or other municipality)
 - *Contract must be attached to your requisition and contract must appear on the vendor's quote for goods/services
- ☐ (3) Quotes (please attach all quotes to your requisition)



CITY OF FLINT

**** STAFF REVIEW FORM ****

Effective: March 5, 2025

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

If awarded bridge funds, the City of Flint must pay the 5% local share of construction costs. This funding will come from the 202 Major Street Fund. However, this resolution is only for the support of submitting applications.

Section III.

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

Preventative maintenance on bridges will make the bridges last longer before they must be replaced. It is cheaper to perform preventive maintenance than replacing a bridge sooner than anticipated because of neglect. Preventative maintenance will also make existing bridges safer because they will identify and fix small problems before they grow to become big problems.

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 ****

Effective: March 5, 2025

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)*:

PRE-ENCUMBERED? YES ☒ NO ☐ REQUISITION NO:

ACCOUNTING APPROVAL: *g.g.e.* Date: _____
Jo J. Miller (Apr 3, 2025 05:14 EDT)

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)



CITY OF FLINT

** STAFF REVIEW FORM **

Effective: March 5, 2025

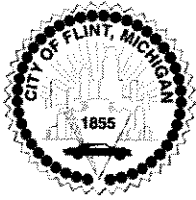
	<u>NAME</u>	<u>PHONE NUMBER</u>
1	Abdul Aziz Khandker	
2	Olayinka Ajimoko	
3	Rodney McGaha	810 691-3106

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

DEPARTMENT HEAD SIGNATURE: Rodney McGaha
Rodney McGaha (Apr 2, 2025 12:26 EDT)
(Rodney McGaha, Director of Transportation)

ADMINISTRATION APPROVAL: _____
(for \$20,000 or above spending authorizations)

250121-T



RESOLUTION NO.: _____

PRESENTED: 4-23-2025

ADOPTED: _____

Proposal 24000552

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO GOCUTTREES, INC. DBA MONSTER TREE SERVICE OF TROY
CHANGE ORDER #1 FOR URBAN FORESTRY SERVICES**

On August 12, 2024, the Proper City Officials were authorized to enter into a contract (per resolution 240330) with GOCUTTREES, Inc., dba Monster Tree Services of Troy, 6206 Ardmore, Clarkston, Michigan for urban forestry services, in the three year amount not to exceed \$507,000.00, and

The Street Maintenance Division is requesting additional urban forestry services in the amount of \$63,700.00. Funding will come from the following accounts:

Account Number	Account Name	Amount
203-449.215-801.000	Professional Services	\$63,700.00
	FY25 GRAND TOTAL	\$63,700.00

IT IS RESOLVED, that the Proper City Officials are hereby authorized to enter into change order #1 to the contract with GOCUTTREES, Inc., dba Monster Tree Services of Troy for additional urban forestry services, in the amount not to exceed \$63,700.00 and a revised three year aggregate of \$570,700.00.

FOR THE CITY OF FLINT:

Clyde D. Edwards / A0422
Clyde D. Edwards / A0422 (Mar 28, 2025 17:51 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

APPROVED AS TO FORM:

JoAnne Gurley
JoAnne Gurley (Mar 28, 2025 10:52 EDT)

JoAnne Gurley
City Attorney

APPROVED AS TO FINANCE:

Phillip Moore
Phillip Moore (Mar 14, 2025 15:43 EDT)

Phillip Moore
Chief Finance Officer

APPROVED AS TO PURCHASING:

Lauren Rowley

Lauren Rowley, Purchasing Manager

2025 - KRN



CITY OF FLINT
**** STAFF REVIEW FORM ****
Effective: March 5, 2025

TODAY'S DATE: March 14, 2025

BID/PROPOSAL# 24000552

AGENDA ITEM TITLE: Urban forestry services – change order #1

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

VENDOR NAME: GOCUTTREES, Inc., dba Monster Tree Service of Troy

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

Vendor Compliance (This vendor has been properly vetted and the responses are below):

Federal government	(All documentation current, no violations)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
State government	(All documentation current, no violations)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
City of Flint	(All documentation current, no violations)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

The requesting authority is validating that this vendor has been in full compliance with all past contract provisions and has not violated the terms of any contract with the City of Flint.

Bids were received for the Urban Forestry Services for a three year period and Monster Tree Service was one of the low bidders. The City of Flint is responsible for trees in the right-of-way and Street Maintenance oversees managing them.
The Street Maintenance Division recently transferred money around and allocated \$67,800 to be used for additional urban forestry services.

PROCUREMENT (MUST BE SPECIFIED)

Please specify how this vendor was identified: (Check one)

- ☐ Sole Source (Please attach sole source statement to requisition)
☒ Competitive Bid Process (Please attach bid tabulation/documents to requisition)
☐ Cooperative Contract (MIDeal, Sourcwell, GSA, or other municipality)

*Contract must be attached to your requisition and contract must appear on the vendor's quote for goods/services



CITY OF FLINT

**** STAFF REVIEW FORM ****

Effective: March 5, 2025

[] (3) Quotes (please attach all quotes to your requisition)

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
FY25	202&203-449.215-801.000		\$178,334	\$105,150	240330
FY24	202&203-449.215-801.000		\$74,000	\$73,100	

The City has used Monster Tree Service of Troy since 2023. They replaced the previous vendor that went out of business, Monster Tree Service of Clarkston. The purchase order for the current fiscal year looks like there is still money left on the PO, but the PO has been exhausted and because not all of the work has been invoiced yet.

Section III.

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

Regular tree maintenance promotes healthier trees. Benefits of having trees include wellness: reduces noise pollution, lowers blood pressure. Environmental: wildlife habitat, filters air pollutants, holds soil in place. Community: creates peaceful places, increased pedestrian safety, sense of community cohesion. Financial: increased property values, decreased energy bills, provides food and wood products and creates green jobs.

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 ****

Effective: March 5, 2025

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

Dept.	Name of Account	Account Number	Grant Code	Amount
Streets	Professional Services	203-449.215-801.000		\$63,700.00
FY25 GRAND TOTAL				\$63,700.00

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: 250009876

ACCOUNTING APPROVAL: *Joe* Date: _____
Joe (Mar 14, 2025 11:12 EDT)

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐



CITY OF FLINT

**** STAFF REVIEW FORM ****

Effective: March 5, 2025

Section V: RESOLUTION DEFENSE TEAM:

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

	<u>NAME</u>	<u>PHONE NUMBER</u>
1	Rodney McGaha	810 691-6786
2	Heather Griffin	810 410-1134
3		

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

DEPARTMENT HEAD SIGNATURE: Rodney McGaha
Rodney McGaha (Mar 14, 2025 13:10 EDT)
(Rodney McGaha, Director of Transportation)

ADMINISTRATION APPROVAL: Clyde D. Edwards / A0422
Clyde D. Edwards / A0422 (Mar 28, 2025 17:51 EDT)
(for \$20,000 or above spending authorizations)



RESOLUTION NO.:

250122-T

PRESENTED:

4-23-2025

ADOPTED:

**RESOLUTION TO APPROVE D.M. BURR SECURITY SERVICES FOR
PROFESSIONAL SECURITY OFFICERS FOR THE CUSTOMER
SERVICE DEPARTMENT**

BY THE CITY ADMINISTRATOR:

WHEREAS, The Division of Purchases and Supplies solicited proposals for professional security officers on behalf of the City of Flint Police Department:

WHEREAS, The City of Flint Police Department has recommended the lowest bidder, D. M. Burr Security Services, to be awarded a contract for security officers for the City of Flint Customer Service Department:

WHEREAS, The City of Flint Police Department is requesting a contract with D.M. Burr Security Services for October 15, 2024 through October 14, 2025 in an amount not to exceed \$100,000.00.

Account Number	Account Name	Amount
101-301.000-801.000	Professional Services	\$100,000.00

IT IS RESOLVED, That the proper City Officials, upon the City Council approval, are hereby authorized to enter into an agreement for professional security officers with D.M. Burr Security Services for the period October 15, 2024 through October 14, 2025, not to exceed \$100,00.00, pending adoption of FY26 budget.

APPROVED AS TO FORM:

Joseph N. Kuptz, for:
Joseph N. Kuptz, for: (Mar 25, 2025 09:57 EDT)

Joanne Gurley, Chief Legal Officer

APPROVED AS TO FINANCE:

Phillip Moore
Phillip Moore (Mar 26, 2025 09:57 EDT)

Phillip Moore, Chief Financial Officer

FOR THE CITY OF FLINT:

Clyde D. Edwards / AD431
Clyde D. Edwards / AD431 (Mar 25, 2025 18:03 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

City Council President

APPROVED AS TO PURCHASING:

Lauren Rowley

Lauren Rowley, Purchasing Manager



CITY OF FLINT

**** STAFF REVIEW FORM ****

Effective: March 5, 2025

TODAY'S DATE: March 14, 2025

BID/PROPOSAL# 24000527

AGENDA ITEM TITLE: RESOLUTION TO APPROVE D.M. BURR SECURITY SERVICES FOR PROFESSIONAL SECURITY OFFICERS FOR THE CUSTOMER SERVICE DEPARTMENT

PREPARED BY: Angela Amerman

VENDOR NAME: D. M. Burr Security Services

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

Vendor Compliance (This vendor has been properly vetted and the responses are below):

Federal government	(All documentation current, no violations)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
State government	(All documentation current, no violations)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
City of Flint	(All documentation current, no violations)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

The requesting authority is validating that this vendor has been in full compliance with all past contract provisions and has not violated the terms of any contract with the City of Flint.

The Police Department is requesting the approval of two professional security officers for the Customer Service Departments. The are two locations, City Hall and Hallwood Plaza on Cilo Rd.

PROCUREMENT (MUST BE SPECIFIED)

Please specify how this vendor was identified: (Check one)

- ☐ Sole Source (Please attach sole source statement to requisition)
- ☒ Competitive Bid Process (Please attach bid tabulation/documents to requisition)
- ☐ Cooperative Contract (MIDeal, Sourcewell, GSA, or other municipality)
- *Contract must be attached to your requisition and contract must appear on the vendor's quote for goods/services
- ☐ (3) Quotes (please attach all quotes to your requisition)



CITY OF FLINT

**** STAFF REVIEW FORM ****

Effective: March 5, 2025

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
FY24	101-305.000-801.000	\$56,089.80	\$56,089.80	\$20,680.12	n/a
FY25	101-301.000-801.000	\$35,409.68	\$35,409.68	\$33,450.15	n/a

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Section III.

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

Professional security officers play an important role in ensuring the safety, well-being, and smooth functioning of the City and its residents. The benefits to the residents are that professional security officers provide a visible and immediate presence that can deter criminal activity, making residents feel safer in public spaces. The benefits to the City operations are that professional security officers help maintain order in public spaces and reduce the risk of incidents that could disrupt the city operations or services.

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:

--



CITY OF FLINT

**** STAFF REVIEW FORM ****

Effective: March 5, 2025

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

Dept.	Name of Account	Account Number	Grant Code	Amount
Police	Professional Services	101-301.000-801.000		\$133,450.15
		FY25 GRAND TOTAL		\$133,450.15

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: Angela Amerman
Angela Amerman (Mar 24, 2025 18:15 EDT) Date: _____

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)



CITY OF FLINT

**** STAFF REVIEW FORM ****

Effective: March 5, 2025

	<u>NAME</u>	<u>PHONE NUMBER</u>
1	Terence Green	
2	Jeff Antcliff	
3	Amanda Trujillo	

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

DEPARTMENT HEAD SIGNATURE: _____

Terence Green

Terence Green (Mar 24, 2025 18:16 EDT)

(Terence Green, Police Chief)

ADMINISTRATION APPROVAL: _____

Clyde D. Edwards / A0431

Clyde D. Edwards / A0431 (Mar 25, 2025 11:02 EDT)

(for \$20,000 or above spending authorizations)



DM BURR SECURITY SERVICES, INC.

Unique Entity ID NP7JFQAQGFJ7	CAGE / NCAGE 5V7D9	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Feb 26, 2026	
Physical Address 4252 Holiday DR Flint, Michigan 48507-3515 United States	Mailing Address 4252 Holiday DR. Flint, Michigan 48507-3513 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Michigan 08	State / Country of Incorporation Michigan / United States	URL (blank)

Registration Dates

Activation Date Feb 28, 2025	Submission Date Feb 26, 2025	Initial Registration Date Jan 18, 2010
--	--	--

Entity Dates

Entity Start Date Jun 1, 2009	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
-----------------	--------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
-----------------	--------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USApending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Other	Entity Type Business or Organization	Organization Factors Subchapter S Corporation
Profit Structure For Profit Organization		

Socio-Economic Types

Check the registrant's Raps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments
Yes

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
5V7D9

Points of Contact**Electronic Business**

✎
Ashley Parker, Director of Accounting

4252 Holiday DR.
Flint, Michigan 48507
United States

Government Business

✎
JOHN ALLEN, CEO

4252 Holiday DR.
Flint, Michigan 48507
United States

Service Classifications**NAICS Codes**

Primary
Yes

NAICS Codes
561621
561611
561612

NAICS Title
Security Systems Services (Except Locksmiths)
Investigation And Personal Background Check Services
Security Guards And Patrol Services

Product and Service Codes

PSC

PSC Name

V127

Transportation/Travel/Relocation- Transportation: Security Vehicle

Disaster Response

Yes, this entity appears in the disaster response registry.

Yes, this entity require bonding to bid on contracts.

Bonding Levels	Dollars
Service Aggregate	\$10,000,000.00
Service Per Contract	\$1,000,000.00

States
Michigan

Counties
(blank)

Metropolitan Statistical Areas
(blank)

LARA Corporations Online Filing System

Department of Licensing and Regulatory Affairs

ID Number: 800691950[Request certificate](#)[Return to Results](#)[New search](#)**Summary for:** DM BURR SECURITY SERVICES, INC.**The name of the DOMESTIC PROFIT CORPORATION:** DM BURR SECURITY SERVICES, INC.**The name was changed from:** JANITORIAL SUPPLY SOLUTIONS, INC. on 04-07-2009**Entity type:** DOMESTIC PROFIT CORPORATION**Identification Number:** 800691950 **Old ID Number:** 00926W**Date of Incorporation in Michigan:** 06/22/2007**Purpose:** All Purpose Clause**Term:** Perpetual**Most Recent Annual Report:** 2025**Most Recent Annual Report with Officers & Directors:** 2018**The name and address of the Resident Agent:****Resident Agent Name:** DAVID M BURR**Street Address:** 4252 HOLIDAY DR**Apt/Suite/Other:****City:** FLINT**State:** MI**Zip Code:** 48507**Registered Office Mailing address:****P.O. Box or Street Address:** 4252 HOLIDAY DR**Apt/Suite/Other:****City:** FLINT**State:** MI**Zip Code:** 48507**The Officers and Directors of the Corporation:**

Title	Name	Address
PRESIDENT	DAVID M BURR	4252 HOLIDAY DR FLINT, MI 48507 USA
TREASURER	DAVID M BURR	4252 HOLIDAY DR FLINT, MI 48507 USA
SECRETARY	DAVID M BURR	4252 HOLIDAY DR FLINT, MI 48507 USA
DIRECTOR	DAVID M BURR	4252 HOLIDAY DR FLINT, MI 48507 USA

Act Formed Under: 284-1972 Business Corporation Act**Total Authorized Shares:** 60,000**Written Consent**

[View Assumed Names for this Business Entity](#)

View filings for this business entity:

- ALL FILINGS
- ANNUAL REPORT/ANNUAL STATEMENTS
- ARTICLES OF INCORPORATION
- RESTATED ARTICLES OF INCORPORATION
- RESTATED ARTICLES OF INCORPORATION
- RESTATED ARTICLES OF INCORPORATION

[View filings](#)

Comments or notes associated with this business entity:

[LARA FOIA Process](#) [Transparency](#) [State Web Sites](#)

[Michigan.gov Home](#) [ADA](#) [Michigan News](#) [Policies](#)

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Angela Amerman <aamerman@cityofflint.com>

Team 258 / Staff Review Form (revised March 5)

Amanda Trujillo <atrujillo@cityofflint.com>

Tue, Mar 18, 2025 at 2:44 PM

To: Angela Amerman <aamerman@cityofflint.com>

Cc: Tiffany Leppan <tleppan@cityofflint.com>

I do not have anything in my systems for DM Burr.

[Quoted text hidden]

SECURITY SERVICES AGREEMENT

This Agreement regarding Security Services is made effective as of October 9, 2024, by and between the following (the "Parties"):

DM Burr Security Services, Inc., a Michigan corporation, with its principal office at 4252 Holiday Drive, Flint, Michigan 48507 ("Contractor"); and City of Flint, located at 1101 S. Saginaw St. Flint, MI 48502, ("Client").

Recitals

- a. Contractor, licensed by the State of Michigan as a security guard agency, desires to provide specified security guard services to Client and Client seeks specified services of Contractor ("Services") at a specified location ("Location"); and
- b. The Parties desire to set forth their agreement in writing;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the Parties agree as follows:

Agreement of the Parties

1. Parties. The Parties to this Agreement are "Client" and "Contractor" as herein above identified.
2. Purpose. The purpose of this Agreement is for Client to engage Contractor to provide ☒ unarmed / ☐ armed security guard services ("Services") to Client as herein set forth.
3. Scope of Services. Contractor will perform and complete in a timely and satisfactory manner the Services specifically described in Exhibit "A" captioned "Scope of Services" which is attached hereto and made a part hereof by reference.
4. General Terms and Conditions. This Agreement is hereby made subject to the terms and conditions included in Exhibit "B," captioned "Additional Terms and Conditions," which is attached hereto and made a part hereof by reference.
5. Consideration. As consideration for the performance of the services referenced in Exhibit "A," Client agrees to compensate Contractor as provided in Exhibit "C," captioned "Compensation," which is attached hereto and made a part hereof by reference.
6. Term of Agreement.
 - a. Upon approval and signature of both Parties, this Agreement will become effective for a period of 12 months and further if needed commencing on October 15, 2024 and Ending October 14, 2025 (the "Initial Term").
7. Method of Payment.
 - a. Contractor agrees to accept payments referenced in Paragraph 5, "Consideration," to be paid as invoiced by Contractor. Contractor agrees to regularly submit invoices to Client that contain a detailed account of each billing for Services. Payments may be made by check or credit card (Visa, MasterCard, American Express or Discover) payable to Contractor. Upon arrangements made by the Parties, payments may be electronically made by Client. The final invoice is to be submitted no later than seven (7) days after the termination of this Agreement.
 - b. Payment is due net ten (10) days from the date of Contractor's invoice ("Due Date"). Client shall be liable for late payment charges for payments received more than five (5) days from Due Date. The late charge is thirty five dollars (\$35). If Client has any unpaid invoices overdue by more than five (5) days, Client will be notified and Contractor may elect to immediately discontinue the Service. Failure to pay any invoice within thirty (30) days of the Due Date will result in immediate termination of this Agreement without further notice. Should any payment of any amount with be made with a restrictive endorsement, such restrictive endorsement shall be void. All amounts due, plus late charges, if any, may be referred to an outside collection agency and law firm for collection.
8. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, excluding conflicts of law provisions, and any litigation with respect thereto shall be brought in the courts of the State of Michigan in Genesee County. Contractor shall comply with applicable federal, state and local laws and regulations.
9. Availability of Funds. It is expressly understood and agreed that the obligation of Client to proceed under this Agreement is based upon Client's representation of availability of funds for the continuing fulfillment of its obligations under this Agreement.

In witness whereof, the Parties have affixed, on duplicate originals, their signatures on the dates indicated below, after first being authorized so to do.

Date: 12/04/2024

Client: _____
By: [Signature]
Its: Authorized officer

Date: December 5, 2024

Contractor: **DM Burr Security Services, Inc.**
By: [Signature]
Its: Authorized officer

See Attached Exhibits, which are incorporated herein by reference.

Exhibit A	Scope of Service
Exhibit B	Additional Terms and Conditions
Exhibit C	Compensation

For the City, Approved as to Form:
[Signature]
Joseph N. Kuptz (P-68623)
Acting City Attorney

EXHIBIT "B"
AGREEMENT TERMS AND CONDITIONS

1. **Non-Assignment.** Contractor shall not assign, subcontract, or otherwise transfer this Agreement, in whole or in part, without the prior written consent of Client, which Client may not unreasonably withhold or delay. Any attempted assignment or transfer of Contractor's obligations without such Client consent shall be null and void. No such approval by Client of any subcontract shall be deemed in any way to provide for incurrence of any obligation by Client in addition to the price agreed upon in this Agreement. Subcontracts shall be subject to the terms and conditions of this Agreement. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.
2. **Attorneys' fees and expenses.** Subject to other terms and conditions of this Agreement, in the event either Party defaults in any obligation under this Agreement, the Defaulting Party shall pay to the Non-Defaulting Party all reasonable costs and expenses (including, without limitation, investigative fees, court costs, and attorneys' fees) incurred by the Non-Defaulting Party in enforcing this Agreement or otherwise reasonably related thereto.
3. **Authority to Contract.** Each Party warrants: (a) that it is a validly organized business with valid authority to enter into this Agreement; (b) that it is qualified to do business and in good standing in the State of Michigan; (c) that entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (d) notwithstanding any other provision of this Agreement to the contrary, there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.
4. **Representations Regarding Training; Standard of Care; Warranties.**
 - a. **Training.** The Service Guards shall have the following Training:
 - 1) Any guard provided must have a minimum of two years' experience as a security guard, or two years' experience in a branch of law enforcement or other type of protective service;
 - The guards must be trained to and capable of handling any and all incidents in a legal and professional manner.
 - Any provided guard must have undergone a thorough background check which reveals no criminal history;
 - 2) Contractor shall provide with respect to all applicable unarmed or armed security guard employees providing Services to Client:
 - Ensure that the guard(s) are in complete uniform and well-groomed at all times;
 - Provide uniforms to each guard which are clean, in good repair, and easily recognizable and identify the guard as an employee of Contractor;
 - Abide by all ordinances and laws pertaining to Client's operation and secure all required licenses and permits;
 - Ensure that the unarmed security employee reports to work at the time and place specified by Client;
 - Perform all services provided in the contract in accordance with customary and reasonable industry standards.
 - Maintain a pool of qualified guards large enough so that if, for any reason, the scheduled guard does not report for duty or must be replaced, the security company can provide a replacement guard within a reasonable time after notification.
 - b. **Personnel** Contractor warrants that the Services shall be performed by personnel possessing competency consistent with applicable industry standards, who (i) are both licensed by the Department of State, (ii) have prior to appointment for employment with Contractor, (iii) have been subject to a character background investigation, personal interview, submitted to fingerprint screening, screened for sex offender status, department of corrections check, and (iv) pre-employment drug screening

- c. **LIMITATION OF WARRANTIES.** NO OTHER REPRESENTATION, EXPRESS OR IMPLIED, AND NO WARRANTY OR GUARANTEE ARE INCLUDED OR INTENDED IN THIS AGREEMENT, OR IN ANY REPORT, OPINION, DELIVERABLE, WORK PRODUCT, DOCUMENT OR OTHERWISE. FURTHERMORE, NO GUARANTEE IS MADE AS TO THE EFFICACY OR VALUE OF ANY SERVICES PERFORMED. THIS SECTION SETS FORTH THE ONLY WARRANTIES PROVIDED BY CONTRACTOR CONCERNING CONTRACTOR'S SERVICES AND RELATED WORK PRODUCT. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR OTHERWISE.

5. **Confidential information.**

- a. "Confidential Information" shall mean: (a) those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential; and, (b) all data and information which Contractor acquires as a result of its contact with and efforts on behalf of the Client and any other information designated in writing as confidential by the Client.
- b. Each Party agrees to the following: (a) to protect all Confidential Information provided by one party to the other; (b) to treat all such confidential information as confidential to the extent that confidential treatment is allowed under state and/or federal law; (c) except as otherwise required by law, not to publish or disclose such information to any third party without the other party's written permission; and, (d) to do so by using those methods and procedures normally used to protect the party's own confidential information.
- c. Any liability resulting from the wrongful disclosure of Confidential Information on the part of Contractor or its subcontractor shall rest with Contractor. Disclosure of any Confidential Information by Contractor or its agents without express written approval of Client shall result in immediate termination of this Agreement.

6. **Failure to enforce.** Failure by either Party at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of either Party to enforce any provision at any time in accordance with its terms.

7. **Force Majeure.** Each Party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, or other labor disputes, lockouts, riots, and acts of war or public enemy, acts of any governmental entity in its sovereign capacity, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters, epidemics; quarantine restrictions; or unusually severe weather (the "Force Majeure Events"). When such a cause arises, Contractor shall notify Client immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless Client determines it to be in its best interest to terminate this Agreement.

8. **Independent contractor status; Liability.**

- a. Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for Client. Nothing contained herein shall be deemed or construed by Client, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between Client and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of Client or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of Client and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of Client.
- b. Neither Contractor nor its employees shall, under any circumstances be considered servants, agents, or employees of Client and Client shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, or Client, its servants, agents, or employees.

9. Integrated agreement; Amendment; Interpretation.

- a. This Agreement, including all Agreement documents and Exhibits, represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral.
- b. This Agreement may be altered, amended, or modified only by a written document executed by Client and Contractor. Further, no oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement.
- c. Each Party acknowledges that it has thoroughly read all Agreement documents, including Exhibits, and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this Agreement shall not be construed or interpreted in favor of or against Client or Contractor on the basis of draftsmanship or preparation hereof.

10. Non-solicitation of employees. Client agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of Contractor until at least one (1) year after this Agreement terminates unless mutually agreed to in writing by the Parties.

11. Record retention; Right to access records. Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, Client (or any duly authorized representatives) shall have prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of this Agreement regarding hours of Service performed for the benefit of Client. All records related to this Agreement shall be retained by Contractor, in paper or electronic format, for three (3) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, such records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.

12. Severability. If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

13. Termination for cause or convenience.

- a. Termination. Client may, when the interests of Client so require, terminate this Agreement in whole or in part, for the convenience of Client upon the delivery of a thirty (30) day prior written Notice delivered to Contractor. Client shall give such written notice of the termination to Contractor specifying this Agreement is terminated and when termination becomes effective. Contractor may elect to terminate this Agreement upon receipt of any notice of termination delivered to Contractor by Client.
- b. Contractor's Obligations. Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work.

14 Termination for default

- a. *Default.* If Contractor refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this Agreement, Client may notify Contractor in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by Client, Client may terminate Contractor's right to proceed with this Agreement or such part of it as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, Contractor shall continue performance of this Agreement to the extent it is not terminated.
 - b. *Contractor's Duties.* Notwithstanding termination of this Agreement and subject to any directions from Client, Contractor shall take timely, reasonable, and necessary action for the protection of the property in the possession of Contractor.
 - c. *Compensation.* Payment for completed Services upon termination shall be at the Agreement price. Client shall not withhold from amounts due Contractor.
 - d. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this Agreement in accordance attributed to matters constituting Force Majeure, including any failure by Contractor to perform its Services which endangers such performance) if Contractor has notified Client within three (3) days after the cause of the delay.
 - e. *Additional Terms regarding default.* If the failure to perform caused by the failure of a subcontractor to perform, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, Client shall ascertain the facts and extent of such failure, and, if such determination discloses any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of Client under the clause entitled "Termination for Convenience."
 - f. *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
15. Termination upon bankruptcy. This Agreement may be terminated in whole or in part by Client upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, which proceeding is not terminated within thirty (30) days, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for Services performed under this Agreement.
16. Third party action notification. Contractor shall give Client prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this Agreement.
17. Waiver. No delay or omission by either Party in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making such waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as, or require waiver of future or other defaults.
18. Limitations of Action. Notwithstanding any limitation of action set forth in the Agreement, the Parties agree that any and all claims, suits and causes of action that Client may bring relating to this Agreement, its interpretation and enforcement, and the relationship between the Parties under this Agreement, may not be made, brought and/or filed later than six (6) months from the date the controversy, claim, suit or cause of action accrued, and Client waives any statute of limitations, other limitations period or equitable claim or defense to the contrary. Employee understands this means that even if the law provides a legal or equitable right to a longer time to make a claim or file a controversy, claim, suit or cause of action, Client is waiving that right. Any claim, suit or cause of action is barred if brought after the six (6) month period stated above.
19. Dispute Resolution.

- a. Negotiations; Mediation. The Parties acknowledge and agree that any disputes arising under this Agreement are best resolved by the Parties. Accordingly, the Parties will attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between representatives of each Party who have authority to settle the controversy. Any Party may give the other Party written notice of any dispute not resolved in the normal course of business ("Notice"). Within twenty (20) days after delivery of the Notice, representatives of each Party will meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. All negotiations pursuant to this clause are confidential and will be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and the Michigan Rules of Evidence. If the matter has not been resolved within forty-five (45) days of the disputing Party's notice or if the Parties fail to meet within twenty (20) days, either Party may initiate non-binding mediation dispute resolution with a single mediator; and if the controversy or claim remains unresolved, the Parties may elect to seek relief in the court having jurisdiction over such matter unless the Parties agree to binding arbitration.
- b. Arbitration. If the dispute has not been resolved by negotiation as above, any remaining dispute arising out of or relating to this Agreement or its breach that has not been resolved by negotiation or mediation within the time periods above set forth, upon agreement of the Parties, will be finally settled by arbitration conducted expeditiously in accordance with the manner herein set forth. Notwithstanding the following, as a condition of this Agreement, and not in derogation of any other part of it or the right to seek injunctive or other provisional or interim relief.
- 1) The Arbitration shall be conducted in Genesee County, Michigan (or at any other place or under any other form of arbitration mutually acceptable to the Parties); and, further, shall proceed in accordance with the Michigan Uniform Arbitration Act ("UAA"), MCL 691.1681 *et seq.*, effective July 1, 2013, and the applicable Arbitration Rules of the American Arbitration Association then in effect ("Arbitration Rules") to the extent that such Arbitration Rules are not inconsistent with the provisions of this Agreement and the UAA; provided, however, that such Arbitration Rules may be modified as shall be required to provide procedural fairness mandated by state or federal law in a proceeding involving arbitration of claims arising under federal or state civil rights statutes. It is further agreed that all disputes over the appropriate application of the provisions of this Agreement and the rules applied shall be resolved in accordance with the UAA.
 - 2) The Arbitration shall be heard by one arbitrator who, unless otherwise agreed to by the Parties, shall be an impartial attorney at law who has had training and experience as an arbitrator and has concentrated in the subject matter ("Arbitrator").
 - 3) If the Parties are unable to agree on the selection of an arbitrator, the Parties shall alternately strike arbitrators from a panel of arbitrators provided by the American Arbitration Association until a sole arbitrator is selected.
 - 4) The selected Arbitrator shall have no power to add to, subtract from, or alter the terms of this Agreement, and shall render a written decision setting forth findings and conclusions only about the claims or disputes at issue.
 - 5) Reasonable discovery shall be allowed in the Arbitration and each Party may be represented by counsel.
 - 6) The Arbitrator shall base the Arbitration Award on applicable law and, if available, judicial precedent and include in such award a written statement of the reasons upon which the award is based, including findings of fact and conclusions of law. The Arbitrator may award any remedies allowed by law applicable to the claim(s) made if liability and damages are proved ("Award"). The Award rendered by the Arbitrator shall be final and conclusive upon the Parties and a judgment may be entered in the highest court for the forum having jurisdiction, subject only to the provisions of Michigan Court Rule ("MCR") 3.602, or any successor MCR and the Michigan Uniform Arbitration Act MCL § 691.1681 *et seq.* Once an arbitrator enters an Award either Party shall have ninety (90) days after it receives notice of the Award to fully comply with the Award or to move to vacate the award as provided by MCL 691.1703, and a judgment may not be entered to enforce the Award until the a Party has had an opportunity to comply with the Award according to this provision or move to vacate the award.
 - 7) It is expressly agreed that even if a Party prevails on claim for damages for breach of this agreement shall not entitle the Party to an award of reasonable attorney fees. Moreover, neither Party shall be liable for the payment of expenses or fees charged to the other Party by an attorney or other representative who assists the Party or participates in any way except as otherwise provided in this Agreement or if such expenses or fees are appropriately awarded by the Arbitrator under the terms of an applicable statute.

EXHIBIT "A"
SCOPE OF SERVICES

Contractor will perform the following security guard services upon request of the Client in fulfillment of the purposes of this Agreement which Agreement is solely for the mutual benefit of the Parties to this Agreement.

1. General Provisions; Protection of Property; Limitations.

Services to be provided include safeguarding the Client building, its employees, and lawful customers, allowing only authorized persons access to Client's facility located at the following address where the Services will be performed:

Flint City Hall 1101 S. Saginaw St. Flint, MI 48502 & the Service Center located at 4813 Clio Rd. Flint, MI 48504 (herein, the "Location").

The Parties acknowledge additional services may, in the future, be required by Client, which if requested by Client, will require an amendment in writing to this Agreement signed by both Parties. The Services, however, as herein agreed, include and are subject to the following:

a. The Protection of Property of Client within the established building and improved areas of Client, at the Location, excluding adjacent property, sidewalks, streets, or other areas not specifically included in this Agreement.

b. "Protection of Property" shall in no way be construed to suggest or in any manner imply (i) Contractor assumes or is responsible for incidents that occur, which upon acting in good faith, Contractor's security guard performs his or her duties as set forth in this Agreement and in accordance with Contractor's General Orders, and the incident occurs as a result of an unforeseen circumstance, or upon the reliance by a third party, not covered by this Agreement, (ii) Contractor is responsible for the protection of his or her life or property or any other duties contained in this Agreement to the Client

c. Nothing shall be construed to suggest that Contractor, its employees, agents, or security guards are compelled, required, contracted, or willing to protect the life or lives or property of persons unless specifically listed in this Agreement.

d. The duties of Contractor's security guards regarding the Protection of Property include and are limited to:

(1) Providing a visible deterrent for property crimes and crime against the Client, which include criminal mischief, making graffiti, larceny, burglary, criminal tampering, trespass, and criminal trespass, misapplication of property; and

(2) Immediately alerting the proper law enforcement authority of the incident.

Unless expressly herein set forth, neither Contractor nor its employees are required to performed any additional duties.

e. Contractor will provide is Services by its security guards with qualifications herein described to perform the Services.

2. Communications, Notices.

All notices required or permitted to be given under this Agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The Parties agree to promptly notify each other in writing of any change of address.

For Contractor **DM Burr Security Services, Inc., Attn: John Allen, 4252 Holiday Drive, Flint, Michigan 48507**

For Client: **City of Flint, Attn: Tyrone Booth, 1101 S. Saginaw St Flint, Michigan 48502**

3. Hours of Service. Contractor shall provide Security Service as requested by the Client Uniformed, unarmed or armed, as herein set forth, Services performed by Contractor's employees are to be provided as follows:

Type of Service:


One Unarmed security officer Flint City Hall
One Unarmed security officer Flint City Hall
One Unarmed security officer Service Center

Days and Hours of Service

M-F 9am-5pm
Monday & Tuesday 9am-5pm
W-F 10am-6pm and Sat 10am-2pm

On a city holiday, officers will not be required to work due to building closure. No overtime will be worked by any security officer unless written request in advance by the City of Flint.

Attest. Contractor:


Authorized officer

Attest Client:


Authorized officer

End of Exhibit A.

8) Notwithstanding anything to the contrary contained herein, without limiting the power of the Arbitrator to grant similar remedies that may be requested by a Party in a dispute, either Party shall have the right to proceed in any court of competent jurisdiction to obtain injunctive relief.

d) Injunction Relief The procedures specified in this Section set forth the terms of for the resolution of disputes between the Parties arising out of or relating to this Agreement; however, a Party may seek a preliminary injunction or other provisional judicial relief if in its judgment such action is necessary to avoid irreparable damage or to preserve the status quo. Despite such action the Parties will continue to participate in good faith in the procedures specified in this Section.

20. Final payment. Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, Contractor shall execute and deliver to Client a release of all claims against Client arising under, or by virtue of, the contract, except claims which are specifically exempted by Contractor to be set forth therein. Unless otherwise provided in this Agreement, by state law, or otherwise expressly agreed to by the Parties in this Agreement, final payment under the contract or settlement upon termination of this Agreement shall not constitute waiver of Client's claims against Contractor under this Agreement.

21. Security for Payment. The Parties acknowledge receipt of payments from Contractor for its Services which payments shall be used to compensate its employees providing Services to Client is a significant aspect of this Agreement and without adequate security for payments to Contractor by Client, Contractor would not enter into this Agreement.

a. If reasonable grounds for insecurity arise with respect to Client's ability to pay for the Services in accordance with the payment terms, Contractor may demand in writing adequate assurances of Client's ability to meet its payment obligations under this Agreement. Unless Client provides the requested assurances in a reasonable time and manner acceptable to Contractor, in addition to any other rights and remedies available, Contractor may partially or totally suspend its performance while awaiting assurances, without any liability.

End of Exhibit B.

Attest: Contractor: **DM Burr Security Services, Inc.,**


Authorized officer

Attest: Client:

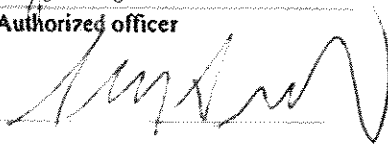

Authorized officer

EXHIBIT "C"
COMPENSATION

22. Client agrees to pay Contractor for Security Services, in accordance with Contract Paragraph 7, as follows

Flint City Hall – One Security officer working M-F 9am-5pm with a bill rate of \$23.97 per hour.

Flint City Hall – One Security officer working Monday & Tuesday 9am-5pm with a bill rate of \$23.97 per hour.

Service Center – One Security officer working W-F 10am-6pm and Saturday 10am-2pm with a bill rate of \$23.97 per hour.

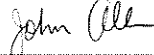
If the city of Flint requests officers to work overtime the city will be billed at a rate of \$35.96 per hour.

If the city of Flint requests officers to work on a Holiday, the city will be billed at a rate of \$47.94 per hour.

This contract shall have a not to exceed bill amount per year. That total is \$100,000 per year.


The Parties consent and agree Contractor may submit invoices electronically throughout the term of this Agreement

Attest: Contractor: DM Burr Security Services, Inc



Its authorized officer

Attest Client


Its authorized officer

End of Exhibit C.



SEALED PROPOSALS RECEIVED IN THE DIVISION OF PURCHASES & SUPPLIES
City Hall Security Officer Services
P24-527

Approximate Annual Quantities – Not Guaranteed
 Furnish as requested for the period 7/1/23 – 6/30/24

Bidder #1: Teachout Security Solutions.
Flint, MI

DESCRIPTION OF SERVICES	HOURLY RATE PER OFFICER
UNARMED OFFICERS: MON-FRI 8AM-5PM	\$25.80
ARMED OFFICERS: MON-FRI 8AM TO 5PM	\$36.90
UNARMED OFFICERS: AFTER HOURS/SPECIAL EVENTS	\$25.80
ARMED OFFICERS: AFTER HOURS/SPECIAL EVENTS	\$36.90
ADDITIONAL COSTS/SERVICES IF APPLICABLE:	

Bidder #2: Securitas Security Services, USA
Dearborn, MI

DESCRIPTION OF SERVICES	HOURLY RATE PER OFFICER
UNARMED OFFICERS: MON-FRI 8AM-5PM	\$26.51
ARMED OFFICERS: MON-FRI 8AM TO 5PM	\$34.14
UNARMED OFFICERS: AFTER HOURS/SPECIAL EVENTS	\$39.77

A SPECIAL NOTE FROM THE PURCHASING DIVISION

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



ARMED OFFICERS: AFTER HOURS/SPECIAL EVENTS	\$51.21
ADDITIONAL COSTS/SERVICES IF APPLICABLE:	

Bidder #3: DuHadway, Kendall, & Associates
Kentwood, MI

DESCRIPTION OF SERVICES	HOURLY RATE PER OFFICER
UNARMED OFFICERS: MON-FRI 8AM- 5PM	\$26.92
ARMED OFFICERS: MON-FRI 8AM TO 5PM	\$31.69
UNARMED OFFICERS: AFTER HOURS/SPECIAL EVENTS	\$26.92
ARMED OFFICERS: AFTER HOURS/SPECIAL EVENTS	\$31.69
ADDITIONAL COSTS/SERVICES IF APPLICABLE:	Holidays are 1.5x the above listed rate

A SPECIAL NOTE FROM THE PURCHASING DIVISION

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



Bidder #4: Sterling Security Enterprise, LLC
Allen Park, MI

DESCRIPTION OF SERVICES	HOURLY RATE PER OFFICER
UNARMED OFFICERS: MON-FRI 8AM- 5PM	\$25.16
ARMED OFFICERS: MON-FRI 8AM TO 5PM	\$29.60
UNARMED OFFICERS: AFTER HOURS/SPECIAL EVENTS	\$25.16
ARMED OFFICERS: AFTER HOURS/SPECIAL EVENTS	\$29.60
ADDITIONAL COSTS/SERVICES IF APPLICABLE:	

Bidder #5: D.M. Burr Security Services
Flint, MI

DESCRIPTION OF SERVICES	HOURLY RATE PER OFFICER
UNARMED OFFICERS: MON-FRI 8AM- 5PM	\$23.97

A SPECIAL NOTE FROM THE PURCHASING DIVISION

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



ARMED OFFICERS: MON-FRI 8AM TO 5PM	\$26.94
UNARMED OFFICERS: AFTER HOURS/SPECIAL EVENTS	\$35.95
ARMED OFFICERS: AFTER HOURS/SPECIAL EVENTS	\$40.41
ADDITIONAL COSTS/SERVICES IF APPLICABLE:	

**Bidder #6: LaGarda Security
Burton, MI**

DESCRIPTION OF SERVICES	HOURLY RATE PER OFFICER
UNARMED OFFICERS: MON-FRI 8AM- 5PM	\$25.00
ARMED OFFICERS: MON-FRI 8AM TO 5PM	\$29.42
UNARMED OFFICERS: AFTER HOURS/SPECIAL EVENTS	\$25.00

A SPECIAL NOTE FROM THE PURCHASING DIVISION

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



ARMED OFFICERS: AFTER HOURS/SPECIAL EVENTS	\$29.42
ADDITIONAL COSTS/SERVICES IF APPLICABLE:	

**Bidder #7: Red Line Security Guard and Investigations
Flint, MI**

DESCRIPTION OF SERVICES	HOURLY RATE PER OFFICER
UNARMED OFFICERS: MON-FRI 8AM- 5PM	\$37.00
ARMED OFFICERS: MON-FRI 8AM TO 5PM	\$42.00
UNARMED OFFICERS: AFTER HOURS/SPECIAL EVENTS	Not Specified, needs review
ARMED OFFICERS: AFTER HOURS/SPECIAL EVENTS	Not specified, needs review
ADDITIONAL COSTS/SERVICES IF APPLICABLE:	

A SPECIAL NOTE FROM THE PURCHASING DIVISION

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/24/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Al Bourdeau Insurance Agency 3835 Davison Road Flint MI 48506		CONTACT NAME: Rachel Ruhstorfer PHONE (A/C, No, Ext): (800) 537-3373 FAX (A/C, No): E-MAIL ADDRESS: rachelr@albourdeau.com	
INSURED DM Burr Security Services, Inc., DBA: The DM Burr Group 4252 Holiday Drive Flint MI 48507-3515		INSURER(S) AFFORDING COVERAGE INSURER A: StarStone National Insurance Company INSURER B: Michigan Millers Mutual INSURER C: Retailers Ins Co INSURER D: Travelers Casualty & Surety Co. of America INSURER E: INSURER F:	
		NAIC # 14508 12471	

COVERAGES **CERTIFICATE NUMBER:** CL2471080654 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		WSGL001875	07/10/2024	07/10/2025	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
		MED EXP (Any one person) \$ 5,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		V0511049	07/10/2024	07/10/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		BODILY INJURY (Per person) \$				
		BODILY INJURY (Per accident) \$				
		PROPERTY DAMAGE (Per accident) \$				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		WSGU000433	07/10/2024	07/10/2025	EACH OCCURRENCE \$ 2,000,000
		AGGREGATE \$ 2,000,000				
		\$				
		\$				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N	N/A	WCP00012706	07/10/2024	07/10/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
		E.L. EACH ACCIDENT \$ 2,000,000				
		E.L. DISEASE - EA EMPLOYEE \$ 2,000,000				
		E.L. DISEASE - POLICY LIMIT \$ 2,000,000				
D	Third Party Employee Dishonesty		106862327	01/24/2024	01/24/2027	\$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

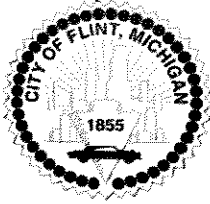
The City of Flint, and including all elected and appointed officials, all employees and volunteers, all bonds, commissions and/or au authorities and their board members, employee, and volunteers are included as an additional insured for General Liability

CERTIFICATE HOLDER

CANCELLATION

The City of Flint 1101 S. Saginaw Street Flint MI 48502	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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RESOLUTION NO.:

250123-T

PRESENTED:

4-23-2025

ADOPTED: _____

**RESOLUTION TO INCREASE THE LIOU CHOICE NEIGHBORHOOD IMPLEMENTATION
TECHNICAL ASSISTANCE CONTRACT BY \$75,000.**

BY THE CITY ADMINISTRATOR:

WHEREAS, the City of Flint was awarded a \$30 million grant from the U.S. Department of Housing and Urban Development from the Choice Neighborhood Initiative (CNI) Grant program to revitalize the area surrounding Atherton East and South Flint, as well as the location of new proposed housing;

WHEREAS, the primary strategy of the City of Flint's CNI grant is to implement the approved Transformation Plan through the demolition and replacement of the obsolete Atherton East public housing development (Housing), implementation of several neighborhood strategies to revitalize the area (Neighborhoods), and ensuring that residents in the Choice Neighborhood areas are comprehensively assisted with improved access to basic services (People);

WHEREAS, Whereas the Flint entered into contract 23-072 with The Liou Choice as the sole bidder for grant specific technical assistance in the amount of 74,999.00 that expires 6/30/25; and

WHEREAS, it has been determined that additional technical assistance is required to oversee the Choice Implementation grant and The Liou Choice is the sole provider; and

WHEREAS, funding is available for this change order in the below account

Account Code	Grant Code	Description	Amount
296-704.801-963.000	FHUD18CHOICE	Professional Services: Grant Tech Assistance	\$149,999

IT IS RESOLVED that appropriate City official are authorized to do all things necessary to process a change order to contract 23-072 with The Liou Choice in the amount of \$75,000.00 for a total contract amount of \$149,999.00.

Approved as to Form:

Joseph N. Kuptz, for:

Joseph N. Kuptz, for: (Mar 27, 2025 09:13 EDT)

JoAnne Gurley, Chief Legal Officer

Approved as to Finance:

Phillip Moore

Phillip Moore (Mar 18, 2025 12:43 EDT)

Phillip Moore, Chief Financial Officer

For the City of Flint:

Clyde D. Edwards / A0425

Clyde D. Edwards / A0425 (Mar 27, 2025 10:17 EDT)

Clyde D. Edwards, City Administrator

Approved by Council:



CITY OF FLINT

**** STAFF REVIEW FORM ****

Effective: March 5, 2025

TODAY'S DATE: 03/06/25

BID/PROPOSAL#

AGENDA ITEM TITLE: To increase the Liou Choice Neighborhood Implementation Technical Assistance contract by \$75,000.

PREPARED BY: Mikesha Loring

VENDOR NAME: The Liou Choice

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

Vendor Compliance (This vendor has been properly vetted and the responses are below):

Federal government	(All documentation current, no violations)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
State government	(All documentation current, no violations)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
City of Flint	(All documentation current, no violations)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

The requesting authority is validating that this vendor has been in full compliance with all past contract provisions and has not violated the terms of any contract with the City of Flint.

The Choice Neighborhood Planning team released an RFP on September 6th, 2023, to hire a consultant to assist with grant administration, reporting, and close-out process for the Critical Community Improvement Implementation grant/ projects. The purpose of the consultant is to leverage Choice and federal grant knowledge and project administration experience to complete the proposed projects on time and in compliance with Choice guidelines and HUD regulations. This grant ends in September of 2025 due to an approved extension granted by HUD.

Due to the contract extension, an increase in the funded amount will enable The Liou Choice to fully fulfill all contract obligations through the end of the grant term.

PROCUREMENT (MUST BE SPECIFIED)

Please specify how this vendor was identified: (Check one)



CITY OF FLINT

**** STAFF REVIEW FORM ****

Effective: March 5, 2025

- ☐ Sole Source (Please attach sole source statement to requisition)
- ☒ Competitive Bid Process (Please attach bid tabulation/documents to requisition)
- ☐ Cooperative Contract (MIDeal, Sourcewell, GSA, or other municipality)
- *Contract must be attached to your requisition and contract must appear on the vendor's quote for goods/services
- ☐ (3) Quotes (please attach all quotes to your requisition)

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
FY19	296-704.801-801.000 FHUD18CHOICE		\$74,999	\$63,000	n/a

Section III.

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

The Liou Choice helps ensure that the city's projects are executed smoothly, on time, and in full compliance with federal and Choice guidelines. This not only benefits the city in terms of operational efficiency and risk reduction but also ensures that residents see tangible improvements in their communities, contributing to long-term positive outcomes.



CITY OF FLINT

**** STAFF REVIEW FORM ****

Effective: March 5, 2025

Section IV: FINANCIAL IMPLICATIONS:

IF ARPA related Expenditure:

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

Not applicable

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

Dept.	Name of Account	Account Number	Grant Code	Amount
Business and Community Services	FHUD18CHOICE	296-704.801-963.000	FHUD18CHOICE	\$75,000.00
		FY25 GRAND TOTAL		\$75,000.00

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 \$74,999

BUDGET YEAR 2 \$75,000

BUDGET YEAR 3 _____



CITY OF FLINT

**** STAFF REVIEW FORM ****

Effective: March 5, 2025

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

PRE-ENCUMBERED? YES ☒ NO ☐ REQUISITION NO: 250009882

ACCOUNTING APPROVAL: Carissa Dotson Date: 03/18/2025

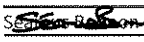
WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐

Section V: RESOLUTION DEFENSE TEAM:

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

	<u>NAME</u>	<u>PHONE NUMBER</u>
1	Ashly Harris	Ext. 3002
2	Mikeshia Loring	Ext. 2004
3		

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

DEPARTMENT HEAD SIGNATURE:  Session: 03/18/2025 10:32 EDT
(Name, Title)

ADMINISTRATION APPROVAL: _____
(for \$20,000 or above spending authorizations)



October 3, 2023

The City of Flint
Finance Department – Division of Purchases and Supplies
1101 South Saginaw Street, Room 203
Flint, MI 48502

Re: Response to RFP-P24000513 - Administrative Services for Choice Neighborhood Implementation (CNI) Grant

To Whom It May Concern,

The Liou Choice LLC (TLC) is pleased to submit this response to the City of Flint to provide Choice Neighborhoods Implementation grant administration, reporting, and closeout services associated with the City's existing FY2017 grant for South Flint. As described in Exhibit B – Qualifications and Licenses Requirements – TLC, despite being a fairly young company, its Principal, Nina Liou, has been providing affordable housing consulting services to public housing authorities and cities for over 25 years, which has included working on Choice planning and implementation efforts since the program's inception in 2010.

In response to the RFP, please find attached the following items:

- Exhibit A – Complete Proposal Submittal with detailed Summary of Pricing
- Exhibit B – Qualifications and Licenses Requirements
- Exhibit C – Disclosure of Supplier Responsibility Statement
- Exhibit D – List of References
- Exhibit E – Certificate of Insurance
- Exhibit F – Non-Bidder's Response

If you have any questions, I, Nina Liou, TLC Principal, can answer any questions you may have and can contractually bind the company to perform the services herein. I can be reached at 215.370.6770 or via email at nina@theliouchoice.com.

This proposal will remain valid for a period of not less than 120 days from October 6, 2023.

I look forward to the opportunity to work with the City of Flint on this effort.

❖ EXHIBIT A - SUBMITTAL WITH DETAILED SUMMARY OF PRICING

PROPOSAL NO.24000513
ADMINISTRATIVE SERVICES FOR CHOICE NEIGHBORHOOD
IMPLEMENTATION (CNI) GRANT

CNI Implementation Grant - Administration/Reporting/Closeout

SCOPE OF SERVICES

1. **Overall Grant Process Management.** Manage individual grant efforts (including timelines and deliverables).

Supportive tasks include: producing or overseeing production of graphics, graphs, charts, maps, and other visual aids and documentation to support proposal and grant development efforts; attending or leading strategy and planning meetings; preparing materials for and potentially attending meetings with stakeholders to make communication easy and transparent regarding the grant; assisting in crafting concept to ensure it is highly competitive including conducting self-scoring exercises; assisting in answering any questions from grantor and preparing supplemental packages of information and responses; ensuring compliance with grant regulations; and general grant performance management.

2. **Grant Success Assessment.** Review project proposal which includes reviewing and confirming proposed projects will be grant eligible and competitive; attend grantor meetings or webinars; identify competitors; and review data points to determine if grant application has reasonable chance for success; offer alternatives and adjustments to make grant more competitive.

3. **Draft Data Story.** Oversee and organize data collection process on resident demographics and needs assessment to establish strongest arguments for issues and needs. The requisite data may be compiled by vendor and include (but is not limited to): historic records, public documents, maps, stakeholder interviews, forums, questionnaires, and surveys. The vendor may be asked to assist in developing assessment tools, surveys or public-facing materials as well as producing graphs, charts, maps or other graphic data stories as allowed or required by grant.

4. **Outreach & Engagement (partners, residents & community).** Assist the City of Flint in preparing schedule and strategy for community engagement. Provide agendas, materials, and exhibits for use during meetings and charrettes – which includes preparing presentation materials for forums, questionnaires and workshops conducted. Maintain documents on stakeholder inputs through notes, graphics, photographs, presentation and display boards, written materials, and internet-based websites. Attend community meetings at the request of the City of Flint

5. **Grant Writing & Submittal.** Assist in strategy for grant establishment (including developing check lists, guidelines, addressing changes required by grantor, and initiating reporting templates.) Work may also include reviewing and completing any applicable regulatory forms; and completing grant submittal process in full.

6. **Budget.** Assist in development and review of budget to ensure all proposed line items are eligible for funding and all match requirements are met. Ensure any back up documentation or support of match or

grant requested funds is provided including but not limited to, compiling appropriate engineer's or relative expert's estimates.

7. *Post-Award Support.* Develop timelines, participate in or lead partner and grantor calls; convene and/or attend regular meetings; assist in developing budget and reporting process; preparing progress reports; developing and coordinating necessary partnership MOUs; leading invoicing/reimbursement process. Assist with presentation of proposal to boards and committees identified by grantees. Ensure that all planning and development activities are in accordance with grant guidelines.

8. *Additional Activities & Deliverables.* Overall Project Management: Participate in and review notes for bi-weekly internal team calls and monthly HUD calls. Participate in other meetings as requested. Prepare presentations and materials about Choice and grant progress as requested for special meetings. Provide recommendations and troubleshooting assistance, best practice suggestions and examples. Assist with preparing revisions to the overall Choice budget and schedule for HUD approval; assist with/coordinate responses to HUD questions. Provide onboarding and capacity building training to new staff and partners. Review and track progress on approved CCI efforts. Support the preparation of and track progress on the provision of additional information to HUD to obtain release of Choice Funds. Participate in Internal City of Flint meetings.

HUD Quarterly and Annual Reporting: Support distribution of updated reporting forms to partners. Facilitate receipt and review of data and narrative from partners. Update grant plan in CN Inform as needed. Work with the City of Flint Planning and Development Choice Coordinator to enter data in CN Inform system and submission to HUD. Participate in data review calls with HUD, Habitat for Humanity, and Genesee County Land Bank; and any other contracted party; coordinate response to questions generated from review of these reports.

People Project Management: Develop agendas and review action notes for bi-weekly People calls. Serve as the point person/task manager for the People Lead in the delivery of the People Plan and services. Support the preparation of materials for and participate in one-on-one, small group and partner-wide meetings. Support revisions to the People budget and justifications. Work with the City of Flint to modify and update the People Plan as needed. Support the collection of quarterly data from People partners and develop ways to simplify the process. Monitor progress on achieving People Plan outputs and outcomes, including resident engagement and participation in service navigation and care coordination. Review resident communication and methods to increase effectiveness and impact. Provide support for the development of partner solicitation materials for service gaps and unmet needs; and review scopes of work and budgets from potential Choice subgrantees. Assist with monitoring subgrantee performance and outcomes.

TOTAL COST OF SERVICES: \$ 200 **PER HOUR OF SERVICE**

***Please indicate any additional costs/contingencies that could be associated with your services if applicable:**

Any direct costs incurred by TLC while providing the services identified above will be billed at cost to the City of Flint. This may include, for example, out-of-town travel, printing and delivery services, production of graphics and maps, data purchases, and meeting supplies. Out-of-town travel will adhere to federal per diem rates in effect at the time for lodging, meals, and incidental expenses.

❖ EXHIBIT B - QUALIFICATIONS AND LICENSES REQUIREMENTS**Please give a synopsis of your qualifications and experience with this service:**

The Liou Choice LLC (TLC) is led by its Principal, Nina Liou, who has been providing affordable housing consulting services to public housing authorities and cities for over 25 years including working on Choice Neighborhoods (Choice) planning and implementation efforts since the program's inception in 2010. From completing competitive assessments with recommendations on how to best position a community for a Choice planning or implementation grant, serving as the lead grant writer overseeing all aspects of these complex grant applications, and leading multi-disciplinary teams that work collaboratively with clients to create community-grounded Transformation Plans that embody the hopes and goals of residents and outline a roadmap to make these aspirations a reality, to providing on-going support to implementation grantees that assist them with managing and carrying out grant-funded activities, Nina works closely with her clients to provide the services they need to successfully carry out Choice-funded activities.

Prior to the inception of the Choice program, Nina worked on several HOPE VI efforts – both applications and ongoing technical assistance – and provided affordable housing, community and economic development consulting services to various organizations including city departments, public housing authorities, non-profit and for-profit organizations, and public-private partnerships. After nine years with her previous employer, Nina started TLC in March 2021 to allow her to specialize in delivering tailored Choice and Choice-like services to select clients.

Nina has an unparalleled track record of preparing Choice grant applications that have been awarded funding on the first try. Of the 10 Choice planning grant applications on which Nina served as the lead grant writer – either as TLC or with her previous employer – 9 were successfully awarded funding. For the one unsuccessful application, Nina led a subsequent application for the same community that was then awarded a planning grant. Furthermore, Nina has been the lead grant writer on five Choice implementation grant applications – all of which have been funded including the most recent implementation grant to the City of Tucson.

For eight out of nine of these planning grantees, Nina has gone on to serve as the lead Planning Coordinator - responsible for managing and coordinating multi-disciplinary teams to carry out the planning processes and ensuring that the work to create the Transformation Plans proceeded on schedule and were delivered to HUD per grant requirements. Aside from team management, Nina oversaw the design of community outreach and input processes to maximize interactive participation whether via public workshops, working groups, focus groups or one-on-one interviews; created resident needs assessments and associated deployment strategies to maximize response rates; engaged in detailed neighborhood analyses synthesizing key challenges and assets; facilitated diverse working groups that frequently involved consensus building and conflict resolution; prepared human capital plans responsive to the specific needs and challenges identified by affected residents; and delivered comprehensive resident-informed Transformation Plans that reflect the vision and goals of the community along with strategies and actions to move them toward their preferred future.

Similarly, for the communities that have received Choice Implementation Grant funding, Nina has continued to provide technical assistance on these efforts. Supports have ranged from staff capacity building; preparing required documents like budgets, schedules, housing plans, and People and Critical Community Improvement Plans; developing data collection plans and tracking reports to meeting grant reporting requirements; establishing data sharing agreements and partner MOUs; engaging in regular calls with HUD grant management teams; pursuing supplemental Choice grant funding when available; helping clients put into place the staffing and organizational structure needed to successfully carry out these complex projects; and monitoring progress on grant activities and helping to address challenges and issues as they arise. Because of different local capacities, experiences and needs, Nina tailors her implementation technical assistance in partnership with her clients.

Nina's knowledge and understanding of the Choice program is so extensive that she was asked to serve as an expert witness on behalf of a public housing authority awarded an implementation grant. For reference, Nina's resume and a summary of her Choice experience is provided at the end of this exhibit.

Please list Licenses:

None

How long have you been in business?

The Liou Choice LLC started business on March 8, 2021.

Have you done business with the City of Flint?

No

If yes, please state the project name.

N/A



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/03/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NOTTINGHAM AGENCY INC 13652309 2277 ROUTE 33 SUITE 404 HAMILTON SQUARE NJ 08690	CONTACT NAME:	
	PHONE (609) 587-1600	FAX
	(A/C, No, Ext):	
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC#	
INSURED THE LIU CHOICE LLC 835 N WOODSTOCK ST PHILADELPHIA PA 19130-1408	INSURER A: Hartford Underwriters Insurance Company	
	INSURER B: Nutmeg Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			13 SBM AK5Z76	03/08/2023	03/08/2024	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input checked="" type="checkbox"/> General Liability						MED EXP (Any one person)	\$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY			13 SBM AK5Z76	03/08/2023	03/08/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE	
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	
	DED <input type="checkbox"/> RETENTION \$							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			13 WEC AK5Z79	03/08/2023	03/08/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE -EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
A	Professional Liability			13 SBM AK5Z76	03/08/2023	03/08/2024	Each Claim Limit	\$1,000,000
							Aggregate Limit	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

For Informational Purposes
835 N WOODSTOCK ST
PHILADELPHIA PA 19130-1408

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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Subaward Reporting is live on SAM.gov [Show Details](#)
Mar 8, 2025



See All Alerts

Scheduled SAM Maintenance [Show Details](#)
Mar 18, 2025



[Home](#) [Search](#) [Data Bank](#) [Data Services](#) [Help](#)

[Core Data](#)



- Entity Registration
- Core Data**
- Business Information
- Entity Types
- Financial Information
- Points of Contact
- Assertions
- Reps and Certs (FAR/DFARS)
- Reps and Certs (Financial Assistance)
- Exclusions
- Responsibility / Qualification

Entity Information

THE LIOU CHOICE LLC Active Registration

Unique Entity ID CAGE/NCAGE
MZG2SASPN892 115M5

Expiration Date
Mar 24, 2026

Physical Address

835 N Woodstock ST
Philadelphia, Pennsylvania
19130-1408, United States

Mailing Address

835 N Woodstock ST
Philadelphia, Pennsylvania
19130-1408, United States

Purpose of Registration

All Awards

Version

Current Record

BUSINESS INFORMATION

Doing Business As
 (blank)

URL

www.theliouchoice.com

Division Name
 (blank)

Division Number
 (blank)

Congressional District
 Pennsylvania 03

State/Country of
 Incorporation
 Pennsylvania, United
 States

Registration Dates

Activation Date

Mar 26, 2025

Initial Registration Date

Mar 24, 2025

Submission Date

Mar 24, 2025

Owner

CAGE

Legal Business
 Name

Entity Dates

Immediate Owner

(blank) (blank)

Entity Start Date

Jan 22, 2021

Fiscal Year End Close

Date

Highest Level
 Owner

(blank) (blank)

Dec 31

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

SAM SEARCH AUTHORIZATION

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

☒ Yes

ENTITY TYPES

Business Types		Socio-Economic Types
Entity Structure	Corporate Entity (Not Tax Exempt)	Minority-Owned Business, Self Certified Small Disadvantaged Business, Women-Owned Small Business, Women-Owned Business, Asian-Pacific American Owned Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.
Entity Type	Business or Organization	
Profit Structure	For Profit Organization	
Organization Factors	Limited Liability Company	

FINANCIAL INFORMATION

Payments	
Accepts Credit Card Payments	Debt Subject To Offset [?]
No	No

ACCOUNT DETAILS

EFT Indicator	0000
CAGE Code	115M5

POINTS OF CONTACT

Electronic Business

Primary Point of Contact

NINA Liou

Address
835 N Woodstock ST
Philadelphia, Pennsylvania 19130
United States

Government Business

Primary Point of Contact

NINA Liou

Address
835 N Woodstock ST
Philadelphia, Pennsylvania 19130
United States



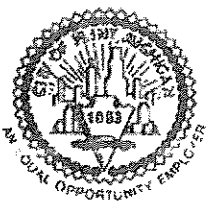
Feedback

Our Website

About This Site

Our Partners

Acquisition.gov



Sheldon Neeley
Mayor

Department of Business and Community Services



Clyde Edwards
City Administrator

Good Standing Certification

Applicant and/or Business Clearance

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

APPLICANT NAME:

HOME ADDRESS:

DBA:

The Liou Choice

BUSINESS ADDRESS:

835 N. Woodstock Street. Philadelphia, PA 19130

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

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

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

WATER DIV.

CURRENT

DELINQUENT

PROPERTY TAXES DIV.

CURRENT

DELINQUENT

INCOME TAX DIV.

CURRENT

DELINQUENT

ENFORCEMENT

CURRENT

DELINQUENT

No Act in Name
No Act in name
No Act in Name

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

DCED/EDC:

CURRENT

DELINQUENT

N/A

(108 Loans, EDC loans, mortgage repayments, etc)

City of Flint DCED Representative and Date

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

DCED Staff Person and Date

Lesley Liggins, 3/21/25
City of Flint Customer Serv. Representative and Date



250124-T

RESOLUTION NO.: _____

PRESENTED: 4-23-2025

ADOPTED: _____

**RESOLUTION FOR SINCLAIR RECREATION TO COMPLETE PARK IMPROVEMENTS
AT OPHELIA BONNER AND DEWEY PARK**

WHEREAS, Resolution #230401 authorized the allocation of \$68,158.23 for the construction of a new roof on the pavilion at Dewey Park and the installation of a new pavilion at Ophelia Bonner Park, a project initially requested by the late Quincy Murphy to honor and support his vision for enhanced community spaces; and

WHEREAS, in October 2024, the Division of Community Services issued a request for competitive bids for the installation of the aforementioned shade structures and pavilion improvements at Ophelia Bonner Park and Dewey Park and accepted bids from several qualified contractors and Sinclair Recreation emerged as the lowest responsive bidder; and

WHEREAS, Sinclair Recreation has demonstrated the necessary expertise, experience, and capability to successfully complete the project within the established budget and timeline, ensuring high-quality work at a competitive cost; and

WHEREAS, the City of Flint desires to proceed with this project to enhance its parks and meet the needs of its residents by completing work at these parks and entering into a contract with Sinclair Recreation in the amount of \$170,600 and include a 10% contingency for total contract not to exceed \$187,660.

Funding is to come from the following accounts:

Account Number	Account Name / Grant Code	Amount
287-738.001-801.000	FUSDT-CSLFRF	\$68,158.23
296-737.310-801.000	OFAEC-2021	\$119,501.77
	TOTAL	\$ 187,660.00

IT IS RESOLVED that the appropriate City Officials, upon City Council's approval, are hereby authorized to do all things necessary including budget adjustments to enter into contract with Sinclair Recreation, to complete the installation and repair of pavilions at City of Flint parks, for contract amount of \$170,600 and include 10% contingency not to exceed \$187,660.00.

For the City of Flint:

Approved by Council:

Clyde D. Edwards / A0435

Clyde D. Edwards / A0435 (Apr 10, 2025 12:50 EDT)

Clyde D. Edwards, City Administrator

Approved as to Form:

Approved as to Finance:

Joseph Kuptz, for:

Joseph Kuptz, for: (Apr 10, 2025 11:07 EDT)

JoAnne Gurley, City Attorney

Phillip Moore

Phillip Moore (Mar 28, 2025 09:31 EDT)

Phillip Moore, Chief Financial Officer



CITY OF FLINT

**** STAFF REVIEW FORM ****

Effective: March 5, 2025

TODAY'S DATE: 3/7/25

BID/PROPOSAL# 25000502

AGENDA ITEM TITLE: Sinclair Recreation Contract for Park Improvements -Installation of Pavilion at Parks

PREPARED BY: Ashly Harris

VENDOR NAME: Sinclair Recreation

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

Vendor Compliance (This vendor has been properly vetted and the responses are below):

Federal government	(All documentation current, no violations)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
State government	(All documentation current, no violations)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
City of Flint	(All documentation current, no violations)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

The requesting authority is validating that this vendor has been in full compliance with all past contract provisions and has not violated the terms of any contract with the City of Flint.

In October 2024, the City of Flint issued a request for competitive bids for the installation of shade structures at Ophelia Bonner Park and Dewey Park. Several qualified contractors responded to the solicitation, and Sinclair Recreation emerged as the lowest responsive bidder. Additionally, Sinclair Recreation demonstrated the necessary expertise, experience, and capability to successfully complete the project within the established budget and timeline. The selection of Sinclair Recreation ensures that the City will receive high-quality work at a competitive cost, enhancing the recreational amenities available to the community.

PROCUREMENT (MUST BE SPECIFIED)

Please specify how this vendor was identified: (Check one)

- ☐ Sole Source (Please attach sole source statement to requisition)
- ☒ Competitive Bid Process (Please attach bid tabulation/documents to requisition)
- ☐ Cooperative Contract (MIDeal, Sourcwell, GSA, or other municipality)
 - *Contract must be attached to your requisition and contract must appear on the vendor's quote for goods/services
- ☐ (3) Quotes (please attach all quotes to your requisition)



CITY OF FLINT

**** STAFF REVIEW FORM ****

Effective: March 5, 2025

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
2015	296-752.721-977.000	\$46,400	\$46,400	2015	N/A

Contract #15-114 was executed on October 20th 2015 and expended in December 2015 for playground equipment at Brennan Park.
Resolution #230401 approved funds for the installation of a pavilion at this park in the amount of \$68,158.23

Section III.

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

This project will reconstruct an existing pavilion in Dewey Park and install a brand new pavilion in Ophelia Bonner Park. Both pavilions will provide shade and enhance the recreational value of these parks, making this project a compelling candidate for funding approval.

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 ****

Effective: March 5, 2025

Section V: RESOLUTION DEFENSE TEAM:

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

	<u>NAME</u>	<u>PHONE NUMBER</u>
1	Ashly Harris	(810)766-7426 ext. 3002
2		
3		

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

DEPARTMENT HEAD SIGNATURE: 

(Name, Title)

ADMINISTRATION APPROVAL: _____

(for \$20,000 or above spending authorizations)

PAVILION WORK FOR OPHELIA BONNER AND DEWEY PARKS

This agreement (hereinafter "Agreement") by and between the City of Flint, a Michigan Municipal Corporation, 1101 S. Saginaw Street, Flint, MI 48502, (hereinafter the "City"), and Sinclair Recreation hereinafter referred to as "Contractor."

1. Applicable Law: This Agreement and all related disputes shall be governed by and interpreted in accordance with the laws of the State of Michigan.

2. Scope of Services: Contractor shall provide all materials, labor, equipment, supplies, machinery, tools, superintendence, insurance and other accessories and services necessary to complete the project in accordance with the proposals submitted by Contractor. Contractor shall perform the work in accordance with the Standard General Conditions and any Special Conditions provided for in this contract and warrants to the City that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the contract documents. See Exhibit 1.

All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. In addition to any other remedies the City may have, if, within one year of the date of substantial completion of work, or within one year after acceptance by the City, or within such longer period of time as may be prescribed by law, any of the work is found to be defective or not in accord with the contract documents, Contractor shall correct promptly after receipt of a written notice from the City to do so, unless the City has previously given Contractor a written acceptance of such condition.

3. Contract Documents: The following documents, together with this Agreement, form the entire Agreement, and they are as fully a part of the Agreement as if attached hereto or repeated herein. If any conflicts exist between the terms and conditions of this Agreement and the following numbered list of documents, the terms and conditions of this Agreement are controlling.

4. Compensation: The City shall pay for such services as have been set forth herein within 45 days of submission of proper invoices, releases, affidavits, and the like. Notwithstanding, the contract price shall not exceed \$187,660. Contractor recognizes that the City does not guarantee it will require any set amount of services. Contractor's services will be utilized as needed and as determined solely by the City of Flint. Contractor expressly acknowledges that it, without limitation, has no right to payment of an amount exceeding the amount set forth in this Section. Contractor agrees that oral agreements by City officials to pay a greater amount are not binding.

- (a) Contractor shall submit itemized invoices for all services provided under this Agreement identifying:
 - (i) The date of service
 - (ii) The name of person providing the service and a general description of the service provided.
 - (iii) The unit rate and the total amount due.

Invoices shall be submitted to:

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

It is solely within the discretion of the City as to whether Contractor has provided a proper invoice. The City may require additional information or waive requirements as it sees fit.

- (b) The City shall make payments to the Contractor as specified herein:
- (i) As of the day agreed to each month during which satisfactory progress has been made toward the final completion of the project, the Contractor shall submit to the City an application for payment based upon the amount and value of the work which has been done under this Agreement since the last application.

The Contractor shall submit, along with such application, waivers of lien, sworn affidavits or other vouchers showing payments for materials and labor, payments to subcontractors and such other evidence of the Contractor's right to payment. The city will pay to the Contractor an amount of such application, except that the City may deduct and retain out of any such application a sum sufficient to meet any undischarged obligations of the Contractor for labor and/or materials incorporated in the work.

- (ii) Payment and retainage on the application shall be as follows:

The Contractor agrees that payment pursuant to the application shall consist of the cost of work certified as completed in the application, but subject to the following:

1. Ten percent (10%) of the sum requested in the application shall be retained until payment for the first fifty percent (50%) of the contract work has been made, or
2. If payment for greater than fifty percent (50%) of the contract work has been made, the City may, in its sole discretion, continue to retain ten percent (10%) of the sum requested in the application if it determines that the Contractor is not making satisfactory progress, or that the Contractor is not performing the contract in a satisfactory manner.

3. If payment for greater than fifty percent (50%) of the contract work has been made, and at the request of the Contractor, the City may reduce the retainage to five percent (5%) for the remainder of the Agreement.
- (iii) Payments subject to submission of certificates: Each payment to the Contractor by the City shall be made subject to the following:
1. Submission by the Contractor of all written certifications required of it and its subcontractors under general conditions, and
 2. No payment made under the contract shall act as a waiver of the right of the owner to require the fulfillment of all of the terms of the contract. The City reserves the right to issue joint warrants naming the prime and subcontractors when such action is in the interest of the owner.
- (iv) Final payments: After the final inspection by the City of all work under the contract, the Contractor shall prepare its requisition for final payment and submit it to the City's representative for approval. The final payment shall consist of the total cost of all work, as adjusted in accordance with approved change orders, less all previous payments to the Contractor and subject to withholding of any amount due the City under "liquidated damages," if applicable.
- (v) The Contractor shall not withhold any retainage from payments to suppliers unless there is an executed written agreement to that effect between the Contractor and the supplier.
- (vi) None of the foregoing shall preclude City from exercising any rights available to it under any payment, performance, materials or fidelity bond issued with respect to the performance of this Agreement.

5. Standards of Performance: Contractor agrees to perform pursuant to the Agreement in a timely, professional, safe and workmanlike manner consistent with standards in the trade, profession or industry. Contractor agrees that all of the obligations required by it under this Agreement shall be performed by it or by others employed by it and working under its direction and control.

6. Claims and Disputes: Contractor agrees that for all claims, disputes, and other matters arising out of or relating to this agreement, Contractor must first request the City's consent to arbitrate. Such request must be made within 30 days from the date the Contractor learns of or should have known the facts giving rise to the claim, dispute or question.

- (a) Notice of a request for arbitration must be submitted in writing by certified mail or personal service upon the Chief Legal Officer.
- (b) Within 60 days from the date a request for arbitration is received by the City, the City shall inform Contractor whether it agrees to arbitrate. If the City does not consent, Contractor may proceed with an action in a court of competent jurisdiction in Genesee County, Michigan. If the City does consent, then within 30 days of the consent each party shall submit to the other the name of one person to serve as an arbitrator. The two arbitrators together shall then select a third person, the three together shall then serve as a panel in all proceedings. Any unanimous decision of the three arbitrators shall be a final binding decision. The City's failure to respond to a timely, conforming request for arbitration is deemed consent to arbitration.
- (c) The costs of the arbitration shall be split and borne equally between the parties and such costs are not subject to shifting by the arbitrator.
- (d) Contractor's failure to comply with any portion (including timeliness) of this provision shall be deemed a permanent waiver and forfeiture of the claim, dispute, or question.
- (e) This provision shall survive the expiration or termination of this Agreement in perpetuity.
- (f) Any and all arbitration shall be conducted in Genesee County, Michigan.

7. City Income Tax Withholding: Contractor and any subcontractor engaged in this contract shall withhold from each payment to his employees the City income tax on all of their compensation subject to City tax, after giving effect to exemptions. Such withholding shall be at a rate equal to 1% of all compensation paid to the employee who is a resident of the City of Flint, and ½% of the compensation paid to the employee who is a non-resident of the City of Flint.

These taxes shall be held in trust and paid over to the City of Flint in accordance with City ordinances and State law. Any failure to do so shall constitute a material breach of this contract.

8. Disclaimer of Contractual Relationship With Subcontractors: Nothing contained in the Contract Documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.

9. Certification, Licensing, Debarment, Suspension and Other Responsibilities: Contractor warrants and certifies that Contractor and/or any of its principals are properly certified and licensed to perform the duties required by this contract in accord with laws, rules, and regulations, and is not presently debarred, suspended, proposed for debarment or declared ineligible for the award of any Federal contracts by any Federal agency. Contractor may not continue to or be compensated for any work performed during any time period where the debarment, suspension or ineligibility described above exists or may arise in the course of Contractor contractual relationship with the City. Failure to comply with this section constitutes

a material breach of this Contract. Should it be determined that contractor performed work under this contract while in non-compliance with this provision, Contractor agrees to reimburse the City for any costs that the City must repay to any and all entities.

10. Force Majeure: Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics or pandemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, and acts of God. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the services may continue within seven days of the discovery of the event.

11. Furnishing of Bonds - Payment/Performance/Materials/Fidelity: Contractor shall furnish to the City at its own cost, performance and payment bonds which shall become binding upon the awarding of the contract to Contractor. Any such bond shall comply with the Contractor's Bond for Public Buildings or Works Act, MCL 129.201, *et seq.*

12. Good Standing: Contractor must remain current and not be in default of any obligations due the City of Flint, including the payment of taxes, water & sewer costs, fines, penalties, licenses, or other monies. Violations of this clause shall constitute a substantial and material breach of this contract, which shall constitute good cause for the termination of this contract.

13. Indemnification: To the fullest extent permitted by law, Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City, its elected and appointed officials, employees, volunteers or others working on behalf of the City, arising out of or related to Contractor's performance of the Agreement. Should the Contractor fail to indemnify the City in the above-mentioned circumstances, the City may exercise its option to deduct the cost that it incurs from any payments due under this Agreement or may file an action in a court of competent jurisdiction, the costs of which shall be paid by Contractor. This provision shall survive the termination and/or expiration of this agreement, in perpetuity.

14. Independent Contractor: No provision of this contract shall be construed as creating an employer-employee relationship. It is hereby expressly understood and agreed that Contractor is an "independent contractor" as that phrase has been defined and interpreted by the courts of the State of Michigan and, as such, Contractor is not entitled to any benefits not otherwise specified herein.

15. Insurance/Worker's Compensation: Contractor shall not commence work under this contract until he has procured and provided evidence of the insurance required under this section. All coverage shall be obtained from insurance companies licensed and authorized to do business in the State of Michigan unless otherwise approved by the City's Finance Department. Policies shall be reviewed by the City's Finance Department for completeness and limits of coverage. All coverage shall be with insurance carriers acceptable to the City of Flint. Contractor shall maintain the following insurance coverage for the duration of the contract.

- (a) Commercial General Liability coverage of not less than one million dollars (\$1,000,000) combined single limit with the City of Flint, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, named as "Additional Insureds." This coverage shall be written on an ISO occurrence basis form and shall include: Bodily Injury, Personal Injury, Property Damage, Contractual Liability, Products and Completed Operations, Independent Contractors; Broad Form Commercial General Liability Endorsement, (XCU) Exclusions deleted and a per contract aggregate coverage. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether said other available coverage be primary, contributing, or excess.
- (b) Workers Compensation Insurance in accordance with Michigan statutory requirements, including Employers Liability coverage.
- (d) Professional Liability - Errors and Omissions. All projects involving the use of Architects, civil engineers, landscape design specialists, and other professional services must provide the City of Flint with evidence of Professional Liability coverage in an amount not less than one million dollars (\$1,000,000). Evidence of this coverage must be provided for a minimum of three years after project completion. Any deductibles or self-insured retention must be declared to and approved by the City. In addition, the total dollar value of all claims paid out on the policy shall be declared. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention with respect to the City, its officials, employees, agents and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim, administration, and defense expenses.

Contractor shall furnish the City with two certificates of insurance for all coverage requested with original endorsements for those policies requiring the Additional Insureds. All certificates of insurance must provide the City of Flint with not less than 30 days advance written notice in the event of cancellation, non-payment of premium, non-renewal, or any material change in policy coverage. In addition, the wording "Endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" must be removed from the standard ACORD cancellation statement. These certificates must identify the City of Flint, Finance Department, as the "Certificate Holder." Contractor must provide, upon request, certified copies of all insurance policies. If any of the above policies are due to expire during the term of this contract, Contractor shall deliver renewal certificates and copies of the new policies to the City of Flint at least ten days prior to the expiration date. Contractor shall ensure that all subcontractors utilized obtain and maintain all insurance coverage required by this provision.

16. Laws and Ordinances: Contractor shall obey and abide by all of the laws, rules and regulations of the United States, State of Michigan, Genesee County and the City of Flint during the performance of this agreement.

18. Modifications: Any modifications to this Agreement must be in writing and signed by the parties or the authorized employee, officer, board or council representative of the parties authorized to make such contractual modifications under State law and local ordinances.

19. No Third-Party Beneficiary: This Agreement is for the sole benefit of the parties and their respective successors, and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

20. Non-Assignability: Contractor shall not assign or transfer any interest in this contract without the prior written consent of the City.

21. Non-Disclosure/Confidentiality: Contractor agrees that Contractor will not disclose any such information provided to Contractor in furtherance of this Agreement, or in any other way make such documents public, without the express written approval of the City or the order of a court of competent jurisdiction.

22. Non-Discrimination: The Contractor shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants. Contractor shall not discriminate against any employee or applicant for employment with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, association with the federal government, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position or status with respect to public assistance. A breach of this covenant is a material breach of this Agreement.

23. Anti-Lobbying: The Contractor shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2) or for the purpose of litigation against the State or City.

24. Ethics: Pursuant to the Flint City Charter §1-602 (I), every public servant, volunteer and city contractor is to receive training and be provided with a copy of the ethical standards set forth in §1-602 of the Charter. Therefore, Contractor acknowledges receipt of Flint City Charter §1-602 and agrees that Contractor and its staff shall abide by the terms therein and participate in any training provided by the City as may be necessary from time to time.

25. Notices: Notices to the City of Flint shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to **Seamus Bannon and City Clerk, City of Flint, 1101 S. Saginaw Street, Flint, Michigan 48502**, or to such other address as may be designated in writing by the

City from time to time. Notices to Contractor shall be deemed sufficient if in writing and mailed, postage prepaid, addressed to 176 E. Lakewood Blvd Holland MI, 49424 or to such other address as may be designated in writing by Contractor from time to time.

26. Records Property of City: All documents, information, reports and the like prepared or generated by Contractor as a result of this contract shall become the sole property of the City, and shall be disclosed to the City upon request.

27. Severability: If any terms of this Agreement or the application of them to any person or circumstance are determined to be null and void, ineffectual, invalid or unenforceable by any competent tribunal, the remaining terms or the application of the terms to persons or circumstances other than to those which were determined to be invalid or unenforceable shall not be affected and shall continue in full force and effect.

28. Subcontracting: No subcontract work, if permitted by the City, shall be started prior to the written approval of the subcontractor by the City. The City reserves the right to accept or reject any subcontractor.

29. Termination: This contract may be terminated by either party hereto by submitting a notice of termination to the other party. The City, through its City Administrator, may terminate this agreement upon actual notice to Contractor. Contractor may terminate this agreement by providing written notice that shall be effective 14 days from the date it is submitted unless otherwise agreed to by the parties hereto. Contractor, upon receiving such notice and prorated payment upon termination of this contract shall give to the City all pertinent records, data, and information created up to the date of termination to which the City, under the terms of this contract, is entitled.

30. Time of Performance: Contractor's services shall commence immediately upon receipt of the notice to proceed and shall be carried out forthwith and without unreasonable delay. Contractor and City hereby agree that this Agreement expires on 12/31/26

31. Union Compliance: Contractor agrees to comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services, or personnel to be furnished by the City. However, this provision does not apply if its application would violate Public Act 98 of 2011.

32. Waiver: Failure of the City to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any term, covenant, or condition. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.

33. Electronic Signatures: This Agreement may be signed by the parties hereto by means of electronic signature, utilizing Adobe Acrobat or a like program with similar security features.

34. Effective Date: This contract shall be effective when executed by all parties.

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

36. Venue: The parties consent to venue in Genesee County courts should any action be brought to enforce the terms of this Agreement.

37. Whole Agreement: This Agreement and the documents cited herein contain the entire understanding between and among the parties concerning these matters and supersedes any prior understandings and agreements between and among them respecting the subject matter of this Agreement.

<SIGNATURES ON NEXT PAGE>

CONTRACTOR:

WITNESS(ES):

Date

Its _____

CITY OF FLINT, a Michigan Municipal Corp.:

Sheldon A. Neeley, Mayor

Date

Clyde Edwards, City Administrator

Date

APPROVED AS TO FORM:

Joanne Gurley City Attorney

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/08/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance Services, Inc. 2851 Charlevoix Dr SE Suite 220 Grand Rapids MI 49546	CONTACT NAME: Courtney Granzow PHONE (A/C, No, Ext): (616) 949-0490 FAX (A/C, No): E-MAIL ADDRESS: courtney.granzow@bbrown.com														
INSURED Sinclair Recreation, LLC 176 E. Lakewood Blvd. Holland MI 49424	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: State Auto Property and Casualty Insurance Company</td><td>25127</td></tr><tr><td>INSURER B: State Automobile Mutual Insurance Company</td><td>25135</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: State Auto Property and Casualty Insurance Company	25127	INSURER B: State Automobile Mutual Insurance Company	25135	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 25/26 Master COI

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		PBP2911240	04/01/2025	04/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employment Practices \$ 100,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		10169358CA	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PBP2911240	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WCP2304517	04/01/2025	04/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

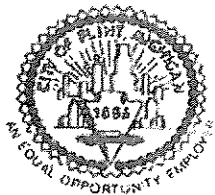
City of Flint and including all elected and appointed officials, all employees and volunteers are recognized as additional insured in regards to the general liability and auto liability on a primary & non-contributory basis.

CERTIFICATE HOLDER

CANCELLATION

City of Flint 1101 S Saginaw St Flint MI 48501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Department of Business and
Community Services

Sheldon Neeley
Mayor

Clyde Edwards
City Administrator

Good Standing Certification

Applicant and/or Business Clearance

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

APPLICANT NAME: Sinclair Recreation, LLC

HOME ADDRESS: _____

DBA: Sinclair Recreation, LLC

BUSINESS ADDRESS: 176 E Lakewood BLVD Holland, MI, 49424

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

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

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

WATER DIV.

CURRENT

DELINQUENT

PROPERTY TAXES DIV.

CURRENT

DELINQUENT

INCOME TAX DIV.

CURRENT

DELINQUENT

ENFORCEMENT

CURRENT

DELINQUENT

No debt in Name
No debt in Name
No debt in Name

This section to be completed by the Division of Community Development

DCED/EDC:

CURRENT

DELINQUENT

N/A

(108 Loans, EDC loans, mortgage repayments, etc)

[Signature]

3-25-25 N/A

City of Flint Representative and Date

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

Javin Bodnar 3/25/25
City Staff Person and Date

Lesley Liggins 3/21/25
City of Flint Customer Serv. Representative and Date

LARA Corporations Online Filing System

Department of Licensing and Regulatory Affairs

ID Number: 801108922[Request certificate](#)[Return to Results](#)[New search](#)**Summary for:** SINCLAIR RECREATION, L.L.C.**The name of the DOMESTIC LIMITED LIABILITY COMPANY:** SINCLAIR RECREATION, L.L.C.**Entity type:** DOMESTIC LIMITED LIABILITY COMPANY**Identification Number:** 801108922 **Old ID Number:** B33122**Date of Organization in Michigan:** 07/13/1998**Purpose:** All Purpose Clause**Term:** Perpetual**The name and address of the Resident Agent:****Resident Agent Name:** RICHARD SINCLAIR**Street Address:** 176 E LAKEWOOD BLVD**Apt/Suite/Other:****City:** HOLLAND**State:** MI**Zip Code:** 49424**Registered Office Mailing address:****P.O. Box or Street Address:** 176 E LAKEWOOD BLVD**Apt/Suite/Other:****City:** HOLLAND**State:** MI**Zip Code:** 49424**Act Formed Under:** 023-1993 Michigan Limited Liability Company Act**Managed By:****Members****View filings for this business entity:**

ALL FILINGS
ANNUAL REPORT/ANNUAL STATEMENTS
CERTIFICATE OF CORRECTION
CERTIFICATE OF CHANGE OF REGISTERED OFFICE AND/OR RESIDENT AGENT
RESIGNATION OF RESIDENT AGENT
CERTIFICATE OF ASSUMED NAME

[View filings](#)**Comments or notes associated with this business entity:**



SINCLAIR RECREATION, LLC

Unique Entity ID FMHSNVBU27K2	CAGE / NCAGE 7K5N7	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Mar 4, 2026	
Physical Address 176 E Lakewood BLVD Holland, Michigan 49424-2020 United States	Mailing Address 176 E Lakewood BLVD Holland, Michigan 49424-2020 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Michigan 04	State / Country of Incorporation Michigan / United States	URL (blank)

Registration Dates

Activation Date Mar 7, 2025	Submission Date Mar 4, 2025	Initial Registration Date Dec 12, 2024
---------------------------------------	---------------------------------------	--

Entity Dates

Entity Start Date Jul 13, 1998	Fiscal Year End Close Date Dec 31
--	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Partnership or Limited Liability Partnership	Entity Type Business or Organization	Organization Factors Subchapter S Corporation
Profit Structure For Profit Organization		

Socio-Economic Types**Self Certified Small Disadvantaged Business****Women-Owned Business**

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments

Yes

Debt Subject To Offset

No

EFT Indicator

0000

CAGE Code

7K5N7**Points of Contact****Electronic Business**

✕

Teresa Ann Huxhold, Controller**176 E. Lakewood BLVD****Holland, Michigan 49424****United States****Government Business**

✕

Sinclair Ann Recreation, Controller**176 E. Lakewood BLVD****Holland, Michigan 49424****United States****Service Classifications****NAICS Codes**

Primary

Yes

NAICS Codes

423910

NAICS Title

Sporting And Recreational Goods And Supplies Merchant Wholesalers**712190****Nature Parks And Other Similar Institutions****713990****All Other Amusement And Recreation Industries****Product and Service Codes**

PSC

7830

PSC Name

Recreational And Gymnastic Equipment**Disaster Response**

This entity does not appear in the disaster response registry.



❖ EXHIBIT A - SUBMITTAL WITH DETAILED SUMMARY OF PRICING

SCOPE OF WORK ATTACHED SEPARATELY.



SINCLAIR
RECREATION, LLC

176 E. Lakewood Blvd
Holland, MI 49424
Ph: 800-444-4954 | Fax: 616-392-8634

11/12/2024
Quote #
107037-01-01

Ophelia Bonner & Dewey Park Pavillion Bid

City of Flint
Attn: Lauren Rowley
1101 S. Saginaw Street, 3rd Floor
Flint, MI 48502
United States
Phone: 810-766-7340
lrowley@cityofflint.com

Ship to Zip 48502

Quantity	Part #	Description	Unit Price	Amount
1	SHX 24	Scenic Shelters - Steel Hexagon - 24' w/ 8' Eave Height- Dewey Park	\$27,024.00	\$27,024.00
1	WCL 2030	Scenic Shelters - Wood Classic 20' x 30' w/ 8' Eave Height with Metal Roof- Ophelia Park	\$25,752.00	\$25,752.00
1	INSTALL	Installation - Installation and site work for Ophelia Park Pavillion	\$46,200.00	\$46,200.00
1	INSTALL	Installation - Removal, installation and site work for Dewey Park- ~We recommend complete removal of the shelter at Dewey Park ~This price includes the removal and disposal of the existing shelter	\$49,800.00	\$49,800.00
1	INSTALL	Installation - Permits and Inspections	\$5,400.00	\$5,400.00
1	INSTALL	Installation - Mobilization and site work	\$2,500.00	\$2,500.00
1	Bonds	Sinclair Recreation - Payment and Performance Bonds	\$2,324.00	\$2,324.00
2	Engineering	Scenic Shelters - Engineered Drawings	\$850.00	\$1,700.00
			Sub Total	\$160,700.00
			Freight	\$9,900.00
			Total	\$170,600.00

Comments

Bidding Scenic Shelters pavilions per attached drawings.

Timeline:

- ~The lead time on the shelters is 12 - 14 weeks after approved submittals and color selections
- ~Installation will take 2 weeks per park

Safety Plan:

- ~Installers will be wearing PPE during installation
- ~The shelter area will be fenced off using orange safety fence during installation to make sure park users know the area is off-limits

As-Built Drawings will be provided upon completion.

Installation: Shall be by a Certified GameTime Installer. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs. Payment terms for Installation is Net 10 Days.

NOTE: PRICING **DOES** INCLUDE DAVIS BACON OR PREVAILING WAGE RATES. THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS, UNLESS SPECIFICALLY LISTED IN ABOVE QUOTE.



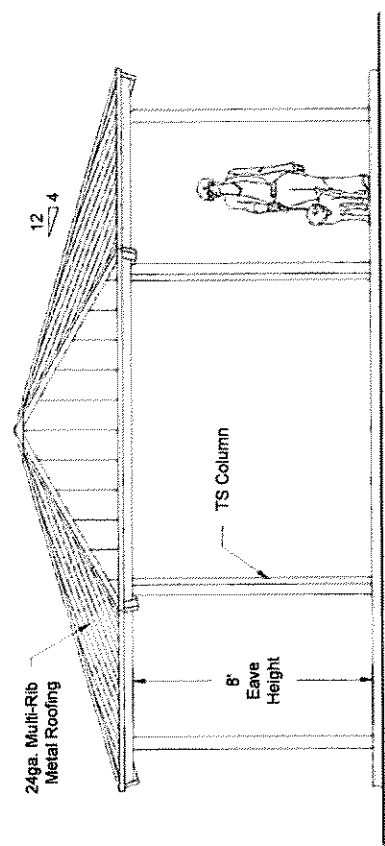
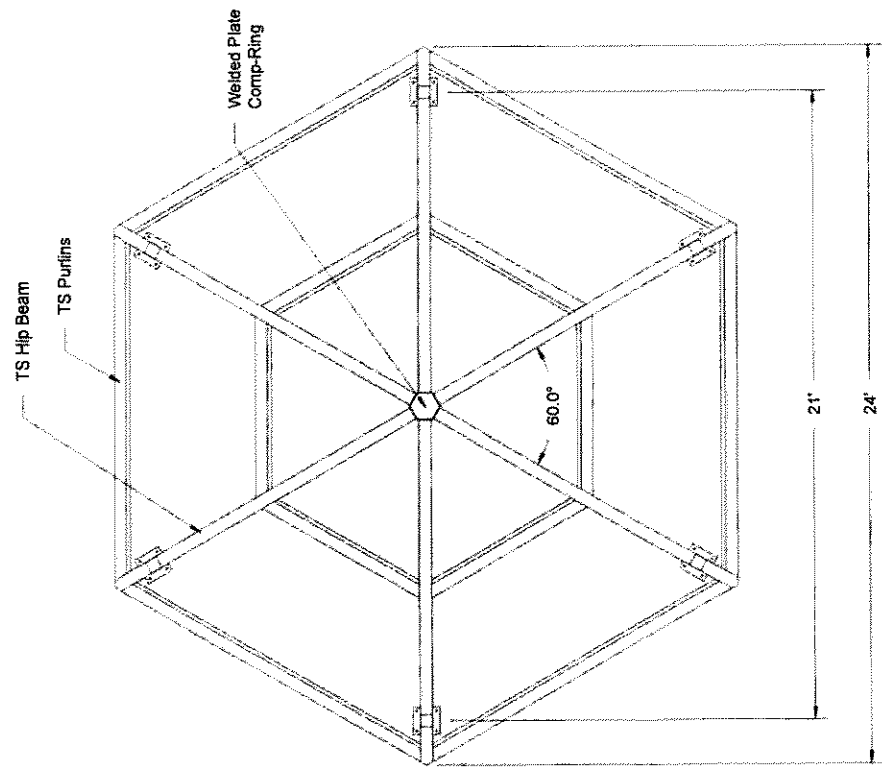
SINCLAIR
RECREATION, LLC



www.ScenicShelters.com
ADDRESS 7125 Healy Street St. 795, 766, St. 7125

COPYRIGHT 2021
The information shown within this drawing is the intellectual property of Scenic Shelter, not be copied or disclosed to any unauthorized parties in part or its entirety without the written permission, and they shall not be used for commercial use.

NOTES
15' TUBULAR STEEL



CONCEPT DRAWING - NOT FOR CONSTRUCTION
MODEL SHX24 MODEL 24' Steel Height
BY JASON DRAWING SCALE NTS PAGE 1 OF 1
ORG DATE 12-30-2020 REV DATE REV

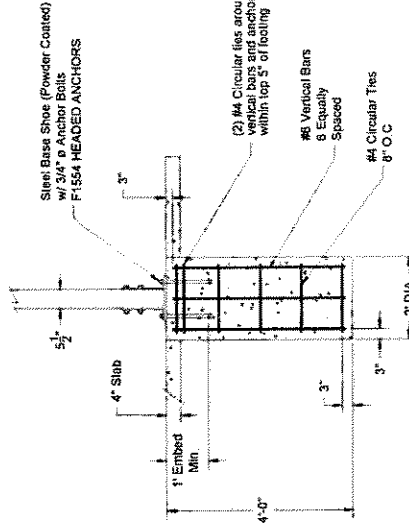
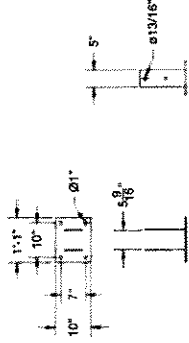


PH 855-544-8439
www.ScenicShelters.com
ADDRESS 7125 Hamilton Street SE, 995, Ada, MI 49301

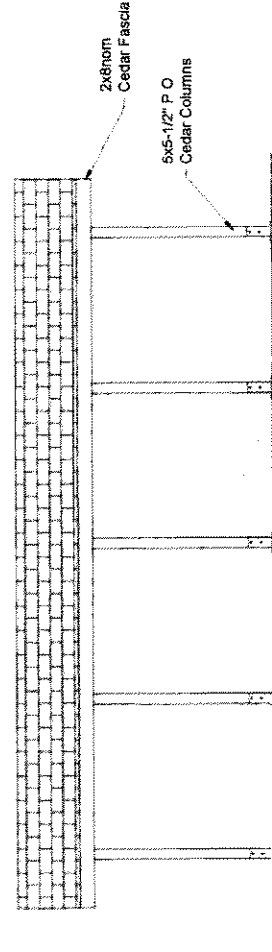
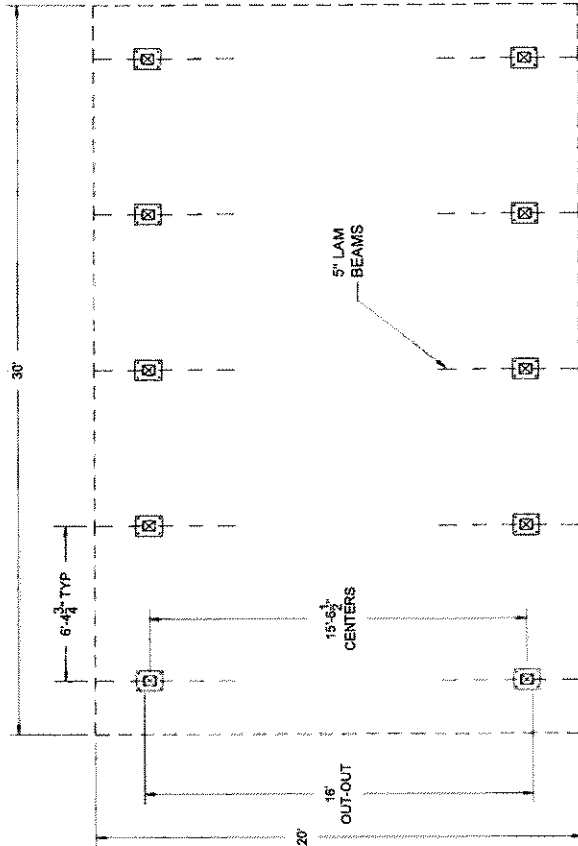
COPYRIGHT 2023

The information shown within this drawing is the intellectual property of Scenic Shelter, not be copied or disclosed to any unauthorized parties in part or its entirety without our written permission, and they shall not be used for construction

NOTES



Column/Footing Detail
Concrete Pier By Others
Final Size TBD



CONCEPT DRAWING - NOT FOR CONSTRUCTION				
MODEL	WCL2036	MODEL	20x30 Lam Beam Cable	
BY: Jason	DRAWING SCALE	NTS	PAGE	1 OF 1
ORG DATE 3-23-2023	REV DATE			REV

1. Failure to use this bid form shall result in bid disqualification.
2. Failure to bid on all items shall result in an "incomplete bid" determination.
3. List value-added considerations on a separate sheet of paper.
4. All bid pricing to include shipping and freight charges.

THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE BID

The undersigned hereby certifies, on behalf of the respondent named in this Certification (the "Respondent"), that the information provided in this offer submitted to the City of Flint, Department of Purchase and Supplies is accurate and complete, and that I am duly authorized to submit same. I hereby certify that the Respondent has reviewed all documents and requirements included in this offer and accept its terms and conditions.

Terms: Net 30 Days

Fed. ID #: 38-3590321

Company (Respondent): Sinclair Recreation

Address: 176 E. Lakewood Blvd., Holland, MI 49424

City, State & Zip Code: Holland, MI 49424

Phone / Fax Number: 800-444-4954 FAX: 616-392-8634

Email: diane@sinclair-rec.com

Print Name and Title: Diane Sinclair, President

(Authorized Representative)

Signed: 

(Authorized Representative)

EXHIBIT B - QUALIFICATIONS AND LICENSES REQUIREMENTS

Please give a synopsis of your qualifications and experience with this service:

Sinclair Recreation has been in business since April 1, 2003, supplying and installing playgrounds, site amenities and shelters since that time.

Please list Licenses:

Not applicable

How long have you been in business?

21 years

Have you done business with the City of Flint?

Yes

If yes, please state the project name.

Several park and playground projects over the years.

EXHIBIT C – DISCLOSURE OF SUPPLIER RESPONSIBILITY STATEMENT

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract, or subcontract, or in the performance of such contract or subcontract.

none

2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offense indicating a lack of business integrity or business honesty which affect the responsibility of the contractor.

none

3. List any convictions or civil judgments under state or federal antitrust statutes.

none

4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

none

5. List any prior suspensions or debarments by any government agency.

none

6. List any contracts not completed on time.

none

7. List any documented violations of federal or state labor laws, regulations or standards, or occupational safety and health rules.

none

**❖ EXHIBIT D – LIST OF REFERENCES: (3) SIMILAR SCOPE OF WORK FROM
THE LAST 5 YEARS**

Providing the following contact information enables the City of Flint to contact those accounts as references.

Reference #1: Please see attached Statement of Qualifications and references

Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____

Type of Project: _____

Project Timeline (Dates): _____ Budget: _____

Reference #2:

Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____

Type of Project: _____

Project Timeline (Dates): _____ Budget: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/02/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance Services, Inc. 2851 Charlevoix Dr SE Suite 220 Grand Rapids MI 49546	CONTACT NAME: Courtney Granzow PHONE (A/C, No, Ext): (616) 949-0490 FAX (A/C, No): E-MAIL ADDRESS: courtney.granzow@bbbrown.com														
INSURED Sinclair Recreation, LLC 176 E. Lakewood Blvd. Holland MI 49424	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: State Automobile Mutual Insurance Company</td><td>25135</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: State Automobile Mutual Insurance Company	25135	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: State Automobile Mutual Insurance Company	25135														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 2024 Master COI

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			PBP2911240	04/01/2024	04/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 Employment Practices \$ 100,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			10169358CA	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			PBP2911240	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT \$ 5,000,000 EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WCP2304517	04/01/2024	04/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

FOR INSURED PURPOSES

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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❖ EXHIBIT G – CITY OF FLINT AFFADAVIT

FOR CORPORATION

STATE OF Michigan

S.S.

COUNTY OF Ottawa

Diane Sinclair [Signature] being duly sworn, deposes and says that she/he/they
is President of Sinclair Recreation
(Official Title) (Name of Corporation)

a corporation duly organized and doing business under the laws of the State of Michigan
the corporation making the within and foregoing bid; that they executed said bid in behalf of said corporation by
authority of its Board of Directors; that said bid is genuine and not sham or collusive and is not made in the
interests of or on behalf of any person not herein named, and that they have not and said bidder has not directly
or indirectly induced or solicited any other person or corporation to refrain from bidding; that they have not and
said bidder has not in any manner sought by collusion to secure to themselves or to said corporation an advantage
over other bidders.

Subscribed and sworn to before me at Sinclair Recreation, in said County and State,
this 12th day of November, 2024, A.D. 20 24

Scott Bareman [Signature]

*Notary Public, Ottawa County, MI

My Commission expires 12/28, 20 24

SCOTT BAREMAN
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OTTAWA
My Commission Expires Dec. 28, 2024
Acting in the County of Ottawa



City of Flint

Department of Purchases & Supplies

Sheldon A. Neeley

TO: All Proposers
FROM: Lauren Rowley, Purchasing Manager
DATE: November 1, 2024
SUBJECT: Addendum #01 –Ophelia Bonner & Dewey Park Pavilion Work

This addendum has been issued to address the following Q&A, attached pre-bid sign-in sheet and bid extension date:

Q1.) Will there be a bid bond required for this project?

A1.) There will be a 5% bond required on this project.

Q2.) Can we get an exact location of the parks?

A2.) Please see the attached aerial view of the park locations.

Q3.) Can we request a bid extension due to the size of this project?

A3.) Yes, the bid due date/bid opening date will now be **Wednesday, November 13th 2024 @11:00 AM EST**. all other dates, bid requirements, submittal requirements, and specifications remain the same.

All other bidding terms, requirements, and conditions continue as indicated in the remaining original bid documents.

The Purchasing Manager, Lauren Rowley, is an officer for the City of Flint with respect to this RFP.

In the submission of their proposal, Proposer must acknowledge receipt of this addendum. Proposer shall acknowledge this addendum by signing and returning one copy of this notice with their submission.

Company Name: Sinclair Recreation

Address: 176 E. Lakewood Blvd.

City / State / Zip: Holland, MI 49424

Telephone: 800-444-4954 Fax: 616-392-8634 Email: diane@sinclair-rec.com

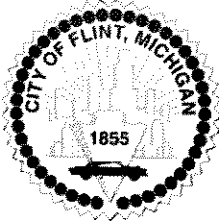
Print Name: Diane Sinclair Title: President

Signature:  Date: 11-12-2024

Thank you,



Lauren Rowley, Purchasing Manager



RESOLUTION NO.: 250125-T

PRESENTED: 4-23-2025

ADOPTED: _____

RESOLUTION AUTHORIZING CONTRACT WITH COMMUNITIES FIRST IN THE AMOUNT OF \$250,000.00 FOR COMMERCIAL FAÇADE AT 1021 N. SAGINAW ST. LOCATED WITHIN THE CHOICE NEIGHBORHOOD

BY THE CITY ADMINISTRATOR:

WHEREAS, the City of Flint was awarded a \$30 million grant from the U.S. Department of Housing and Urban Development from the Choice Neighborhood Implementation (CNI) Grant program to revitalize the area surrounding Atherton East and South Flint, as well as the location of new proposed housing;

WHEREAS, the primary strategy of the City of Flint's CNI grant is to implement the approved Transformation Plan through the demolition and replacement of the obsolete Atherton East public housing development (Housing), implementation of several neighborhood strategies to revitalize the area (Neighborhoods), and ensuring that residents in the Choice Neighborhood areas are comprehensively assisted with improved access to basic services (People);

WHEREAS, the property located at 1021 N. Saginaw is within the Choice Neighborhood area, owned by Communities First and façade improvements are part of the approved transformation neighborhood strategy;

WHEREAS, the façade improvements will create an inviting, functional, and visually appealing exterior that complements the surrounding area helping the facility blend with the local environment and standing out as a well-maintained and approachable location and the improvements can be completed and drawn within the grant period;

WHEREAS, funding is available for the façade improvement contract will Communities First is available in the below account and will be moved to an appropriate account upon adoption;

Dept.	Name of Account	Account Number	Grant Code	Amount
B&CS	Unallocated Budget Appropriations	296-704.801-963.000	FHUD18CHOICE	\$250,000.00

IT IS RESOLVED that appropriate City Officials are authorized to do all things necessary including budget amendments to enter into an agreement with Communities First in an amount not to exceed \$250,000.00 for the purposes of façade improvements at the property located at 1021 N Saginaw Street.

Approved as to Form:

JoAnne Gurley
JoAnne Gurley (Apr 9, 2025 13:15 EDT)

Joanne Gurley, Chief Legal Officer

Approved as to Finance:

Phillip Moore
Phillip Moore (Apr 8, 2025 15:00 EDT)

Phillip Moore, Chief Financial Officer

For the City of Flint:

Clyde D. Edwards / A0441
Clyde D. Edwards / A0441 (Apr 10, 2025 12:58 EDT)

Clyde D. Edwards, City Administrator

Approved by Council:



CITY OF FLINT

**** STAFF REVIEW FORM ****

Effective: March 5, 2025

TODAY'S DATE: 03/24/25

BID/PROPOSAL#

AGENDA ITEM TITLE: Resolution for Communities First to receive funding of \$250,000 for implementing a Commercial Façade on their property located at 1021 N. Saginaw St. within the Choice Neighborhood.

PREPARED BY: Mikesha Loring

VENDOR NAME: Communities First

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

Vendor Compliance (This vendor has been properly vetted and the responses are below):

Federal government	(All documentation current, no violations)	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
State government	(All documentation current, no violations)	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
City of Flint	(All documentation current, no violations)	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

The requesting authority is validating that this vendor has been in full compliance with all past contract provisions and has not violated the terms of any contract with the City of Flint.

Communities First will provide commercial façade assistance for the HUD-funded CHOICE project. Under Choice grant requirements, entities are selected through an application process and meetings with stakeholders and HUD. The project aims to create an inviting, functional, and visually appealing exterior that complements the surrounding area. All funds are restricted for use within the designated Choice Area only.

PROCUREMENT (MUST BE SPECIFIED)

Please specify how this vendor was identified: (Check one)

☒ Sole Source (Please attach sole source statement to requisition)

☐ Competitive Bid Process (Please attach bid tabulation/documents to requisition)

☐ Cooperative Contract (MiDeal, Sourcewell, GSA, or other municipality)

*Contract must be attached to your requisition and contract must appear on the vendor's quote for goods/services

☐ (3) Quotes (please attach all quotes to your requisition)



CITY OF FLINT

**** STAFF REVIEW FORM ****

Effective: March 5, 2025

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	296-721.000-802.00 LRM-NPLAN25	\$5,000	\$5,000	\$5,000	N/A
2024	101-729.006-801.000 General Fund	\$50,000	\$50,000	\$0.00	240060
2024	287-723.200-801.000 FUSDT-CSLFRF	\$125,000.00	\$125,000.00	\$0.00	230437

--

Section III.

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

The Commercial Façade project could benefit the City of Flint and its residents because it aligns and complements the City's ongoing development efforts in the Clark Commons area. The project is contributing to the city's long-term growth and development, improved visual appeal, enhanced curb appeal, improved living conditions, strengthening social relationships among residents, increase in property values, and attracting investment to create new businesses, with Doyle Ryder Elementary being directly across the street it's more appealing to visitors and welcoming to possible new students.



CITY OF FLINT

**** STAFF REVIEW FORM ****

Effective: March 5, 2025

Section IV: FINANCIAL IMPLICATIONS:

FUNDS ARE AVAILABLE IN EXPENSE ACCOUNT 296-704.801-963.000 FHUD18CHOICE and will be made available in 296-704.801-801.000 upon adoption.

All work must be completed, paid for, and drawn by 08/01/2025 and be compliant with all statutory and regulatory requirements as defined by the Choice Implementation Neighborhood Plan and grant-based accounting. Any expenditures incurred after 08/01/25 are not eligible to be reimbursed by HUD.

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
Business and Community Services	FHUD18CHOICE	296-704.801-963.000		\$250,000
		FY25 GRAND TOTAL		\$250,000

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*):



CITY OF FLINT

** STAFF REVIEW FORM **

Effective: March 5, 2025

PRE-ENCUMBERED? YES ☒ NO ☐ REQUISITION NO: 250009938, Communities First, INC CFI 1021 N SAGINAW

ACCOUNTING APPROVAL: Carissa Dotson Date: 04/08/2025

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	Ashly Harris	EXT.3002
2	Mikeshia Loring	EXT 2004
3		

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

DEPARTMENT HEAD SIGNATURE:

[Signature] Apr 8, 2025 13:21 EDT

(Name, Title)

ADMINISTRATION APPROVAL: Clyde D. Edwards
(for \$20,000 or above spending authorizations)



Sheldon Neeley
Mayor

Department of Business and
Community Services



Clyde Edwards
City Administrator

Good Standing Certification

Applicant and/or Business Clearance

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

APPLICANT NAME:

HOME ADDRESS:

DBA:

Communities First, Inc

BUSINESS ADDRESS:

1112 W. Bristol Rd Flint, MI 48507

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

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

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

WATER DIV.

PROPERTY TAXES DIV.

INCOME TAX DIV.

ENFORCEMENT

CURRENT

CURRENT

CURRENT

CURRENT

DELINQUENT

DELINQUENT

DELINQUENT

DELINQUENT

No acct w/ address

No acct w/ address

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

DCED/EDC:

CURRENT

DELINQUENT

N/A

(108 Loans, EDC loans, mortgage repayments, etc)

City of Flint DCED Representative and Date

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

DCED Staff Person and Date

Lesley Rogers, 3/26/25

City of Flint Customer Service Representative and Date

LARA Corporations Online Filing System

Department of Licensing and Regulatory Affairs

ID Number: 800928472[Request certificate](#)[Return to Results](#)[New search](#)**Summary for: COMMUNITIES FIRST, INC.****The name of the DOMESTIC NONPROFIT CORPORATION:** COMMUNITIES FIRST, INC.**The name was changed from:** COMMUNITIES FIRST INC on 05-25-2011**Entity type:** DOMESTIC NONPROFIT CORPORATION**Identification Number:** 800928472 **Old ID Number:** 70907Q**Date of Incorporation in Michigan:** 10/26/2010**Purpose:****Term:** Perpetual**Most Recent Annual Report:** 2024**Most Recent Annual Report with Officers & Directors:** 2024**The name and address of the Resident Agent:**

Resident Agent Name: GLENN A WILSON

Street Address: 1112 W BRISTOL RD

Apt/Suite/Other:

City: FLINT

State: MI

Zip Code: 48507

Registered Office Mailing address:

P.O. Box or Street Address: 1112 W BRISTOL RD

Apt/Suite/Other:

City: FLINT

State: MI

Zip Code: 48507

The Officers and Directors of the Corporation:

Title	Name	Address
PRESIDENT	GLENN WILSON	1112 W BRISTOL RD FLINT, MI 48507 USA
TREASURER	SANDRA KELLEY	1112 W BRISTOL RD FLINT, MI 48507 USA
SECRETARY	TIFFANY HUGHES	1112 W BRISTOL RD FLINT, MI 48507 USA
DIRECTOR	CARMA LEWIS	1112 W BRISTOL RD FLINT, MI 48507 USA
DIRECTOR	KATHRYN MOELLER	1112 W BRISTOL RD FLINT, MI 48507 USA
DIRECTOR	JASON PAULATEER	1112 W BRISTOL RD FLINT, MI 48507 USA

Act Formed Under: 162-1982 Nonprofit Corporation Act

The corporation is formed on a Directorship basis.

Written Consent

View filings for this business entity:

- ALL FILINGS
- ANNUAL REPORT/ANNUAL STATEMENTS
- ARTICLES OF INCORPORATION
- ARTICLES OF INCORPORATION
- RESTATED ARTICLES OF INCORPORATION
- RESTATED ARTICLES OF INCORPORATION

View filings

Comments or notes associated with this business entity:

[LARA FOIA Process](#) [Transparency](#) [State Web Sites](#)

[Michigan.gov Home](#) [ADA](#) [Michigan News](#) [Policies](#)

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< [Core Data](#)



Entity Registration

Core Data

Business Information

Entity Types

Financial Information

Points of Contact

Assertions

Reps and Certs

Exclusions

Responsibility / Qualification

Entity Information

COMMUNITIES FIRST INC

Active Registration

Unique Entity ID

CAGE/NCAGE

Expiration Date

LXNBJBMB8QU9 6DKD3

Feb 14, 2026

Physical Address

1112 W Bristol RD

Flint, Michigan

48507-5518, United States

Mailing Address

1112 W. Bristol RD.

Flint, Michigan

48507-5518, United States

Purpose of Registration
Federal Assistance Awards Only

Version

Current Record

BUSINESS INFORMATION

Doing Business As (blank)	URL Communitiesfirstinc.org	Registration Dates	
Division Name (blank)	Division Number (blank)	Activation Date Feb 18, 2025	Initial Registration Date May 13, 2011
Congressional District Michigan 08	State/Country of Incorporation Michigan, United States	Submission Date Feb 14, 2025	

Owner	CAGE	Legal Business Name	Entity Dates	
Immediate Owner	(blank)	(blank)	Entity Start Date Oct 4, 2010	Fiscal Year End Close Date Dec 31
Highest Level Owner	(blank)	(blank)		

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

SAM SEARCH AUTHORIZATION

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

☒ Yes

ENTITY TYPES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/12/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Al Bourdeau Insurance Agency 3835 Davison Road Flint MI 48506		CONTACT NAME: Dyvonne Morgan PHONE (A/C, No, Ext): (810) 742-3411 FAX (A/C, No): (810) 742-9560 E-MAIL ADDRESS: dyvonnem@albourdeauinsurance.com	
INSURED Communities First, Inc. 415 W Court St Flint MI 48502		INSURER(S) AFFORDING COVERAGE INSURER A: Century Surety Insurance INSURER B: Progressive Michigan Ins Co INSURER C: StarStone National Ins Co INSURER D: Liberty Mutual INSURER E: Great American Ins Co INSURER F:	
		NAIC # 10187 25496 23043	

COVERAGES **CERTIFICATE NUMBER:** CL2410281795 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CCP1262392	9/25/2024	9/25/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED			
	B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			03082651	12/30/2024	01/14/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$		
		C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			740726247ALI	9/25/2024	9/25/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000	
			D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC5-33S-B25N3N-014	7/24/2024	7/24/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
				E	Directors & Officers			DOLF113707	7/25/2024	7/25/2025

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Proof of Coverage	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Deanna Cypher/MORGAN <i>Deanna Cypher</i>
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January 3rd, 2023

City of Flint Department of Planning and Development
1101 S. Saginaw St.
Flint, MI 48502

RE: 1021 N. Saginaw St. Commercial Business Façade Enhancement Program
Application

City of Flint Department of Planning and Development,

Communities First, Inc. (CFI) is seeking to make major improvements and repairs to the façade of the commercial structures located at 1021 N. Saginaw Street, within the Choice Neighborhood boundaries. These two structures currently consist of a warehouse and two story office building. CFI is planning to improve the exterior of these properties in order to specifically address the goals of this program, including improving the building's appearance and increasing business activity by rehabilitating commercial buildings to be attractive and compatible with their surroundings. With this funding, CFI would propose to do the following:

- Make exterior brick repairs and undertake painting of the structures.
- Install new doors and windows on these structures.
- Install new site fencing.
- Install new exterior lighting.
- Install a new exterior garage door for the site's warehouse building.
- Undertake new exterior landscaping across the site.
- Project management for this improvement.

In order to do this, CFI has already worked with local entities and is seeking **\$250,000** in funding from the City of Flint's Commercial Business Façade Enhancement Program. We feel strongly that this investment will complement the excellent work being done to develop new quality, affordable housing through the Choice Neighborhoods development and other recent improvements such as the full renovation of Doyle-Ryder School just across the street. CFI's long term goal is to seek high quality tenants to add to this neighborhood, improving business and employment activity in the area. This investment is a continuation of CFI's commitment to this neighborhood's stability which has included the demolition of a

Empowering People. Building Communities.

COMMUNITIES FIRST, INC.
COMMUNITIESFIRSTINC.ORG

415 W. COURT ST.
FLINT, MI 48503

P.O. BOX 152
FLINT, MI 48501

P: 810-422-5358
F: 810-519-4844



nearby liquor store and an abandoned strip mall, both of which served as major problem properties for the neighborhood.

We are happy to answer any followup questions you may have and are looking forward to hopefully working with your department to make these critical improvements.

Have a wonderful day.

Sincerely,

Glenn Wilson
President & CEO
Communities First, Inc.
(810) 422-5358 x. 1001
gwilson@communitiesfirstinc.org

Empowering People. Building Communities.

COMMUNITIES FIRST, INC.
COMMUNITIESFIRSTINC.ORG

415 W. COURT ST.
FLINT, MI 48503

P.O. BOX 152
FLINT, MI 48501

P: 810-422-5358
F: 810-519-4844



CITY OF FLINT
Commercial Façade Improvement Program
Department of Planning & Development

Date of Application: 1/3/2024

Communities First, Inc.

Name of Applicant

415 W. Court St. Flint, MI 48503

Address of Applicant

1021 N. Saginaw St. Flint, MI 48503

Address of Property Proposed for Improvement

☒ *Property Owner* ☐ *Business Owner (check one)*

415 W. Court St. Flint, MI 48503

Address of Property Owner (If Different from Applicant or Business Owner)

Communities First, Inc.

Business Name

(810) 422-5358 x. 1001 (Cell is Same)

Business Phone #

Cell Phone #

jarnold@communitiesfirstinc.org

Business E-mail or Website

If Leased: _____

Lease Expires

Renewal Term

Type of improvement being proposed (Check all that apply):

☒ Storefront renovations (façade and windows)

☐ Signage

☒ Doors and Entrances

☐ Parking Lots

☒ Exterior Painting

☐ Awnings

☒ Exterior Lighting

☒ Other: New site fencing and landscaping

Total project improvement cost is: Provided by the City of Flint

Please describe the intended project improvements: *(attach extra sheets if necessary)*

Detailed description is provided in the attached sheet to this application.



CITY OF FLINT
Commercial Façade Improvement Program
Department of Planning & Development

Please provide the following documentation with the completed application:

- ☒ Copy of current lease (CFI Owns the Structure. Proof of ownership is attached)
- ☒ Copy of government issued ID (Please provide ID copies of the business owner and landlord, if different)
- ☒ Certification of Good Standing form with top portion completed

Step 1: Business reviews the City of Flint Commercial Façade Improvement Program document

Step 2: Business submits application with all necessary documents

Step 3: City of Flint will process your application and follow up with applicants on additional steps to completion.

Certification

- I understand and consent that all records supporting the costs and components of program-assisted improvements will be maintained for no less for a period of 5 years following completion of the program agreement period.

By signing this Application, I affirm that all information in this application (including the required documents) is given to obtain a grant under the City of Flint. All information is true and complete to the best of my knowledge and belief.

Glenn Wilson
Business Owner's Signature

1/5/2024
Date

Building Owner's Signature

1/5/2024
Date

250126-T



RESOLUTION NO.: _____

PRESENTED: 4-23-2025

ADOPTED: _____

BY THE CITY ADMINISTRATOR:

**RESOLUTION TO MTECH FOR THE PURCHASE OF A SEWER CLEANING
COMBINATION TRUCK**

WHEREAS, The Department of Public Works, Sewer Department, has utilized the State of Minnesota's Sourcwell program, #101221-SPL to solicit a quote from MTECH, 5642 Transportation Blvd, Cleveland, OH 44125 for the purchase of a Super Products Camel Max Series sewer cleaning combination truck. This vehicle purchase will replace truck#7404, a 2019 Freightliner Vactor, vin#1FVHG3FE2LHLH6059 which will be traded in on this vehicle. Total price for the new truck is \$673,463.60 with a trade in amount of \$225,000.00. The purchase price is \$374,790.42 and

WHEREAS, The City of Flint Sewer Department, Utilities Division, is requesting the amount of \$374,790.42 for this vehicle. Funding will come from the following account:

Account Number	Account Name/Grand Code	Amount
590-540.208-977.500	Vehicle	\$374,790.42
	FY25 GRAND TOTAL	\$374,790.42

IT IS RESOLVED, that the Proper City Officials, upon City Council's approval, are hereby authorized to issue a purchase order to MTech for the purchase of sewer cleaning combination truck in an amount not to exceed \$374,790.42 for FY25 budget (07/01/24-06/30/25).

APPROVED AS TO FORM:

Joanne Gurley
Joanne Gurley, City Attorney

APPROVED AS TO FINANCE:

Phillip Moore
Phillip Moore (Apr 7, 2025 08:32 EDT)
Phillip Moore, Chief Finance Officer

FOR THE CITY OF FLINT:

Clyde D. Edwards / A0436
Clyde D. Edwards / A0436 (Apr 7, 2025 10:04 EDT)
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:

City Council President

APPROVED AS TO PURCHASING:

Lauren Rowley
Lauren Rowley, Purchasing Manager



CITY OF FLINT

**** STAFF REVIEW FORM ****

Effective: March 5, 2025

TODAY'S DATE: March 27, 2025

BID/PROPOSAL# Sourcwell#101221-SPL

AGENDA ITEM TITLE: Sewer Cleaning Combination Truck

PREPARED BY: Cheri Priest for Entrice Mitchell, Sewer Systems Supervisor

VENDOR NAME: MTech

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

Vendor Compliance (This vendor has been properly vetted and the responses are below):

Federal government	(All documentation current, no violations)	<input type="checkbox"/> YES	<input type="checkbox"/> NO	N/A
State government	(All documentation current, no violations)	<input type="checkbox"/> YES	<input type="checkbox"/> NO	N/A
City of Flint	(All documentation current, no violations)	<input type="checkbox"/> YES	<input type="checkbox"/> NO	N/A

The requesting authority is validating that this vendor has been in full compliance with all past contract provisions and has not violated the terms of any contract with the City of Flint.

The Sewer Department is requesting the purchase of a combination sewer cleaning truck which will replace a 2019 Freightliner Vactor Jet, truck#7404, vin#1FVHG3FE2LHLH6059. This vactor will be traded in for a trade in price of \$225,000.00. We currently have (4) 2019 Freightliner vactors and we need to start replacing them. Due to the cost of these vehicles, at this time we are planning on replacing one (1) truck per year, two (2) if funding allows. These vehicles are the cornerstone of the sewer cleaning section of the sewer department, the work horses so to speak. These vehicles clean (vactor and jet) both the sanitary and storm sewer lines. This cleaning is required to keep the lines flowing smoothly and to help alleviate any main line stoppages. These trucks are also used to hydro-excavate sewer digs. We have used this vendor in the past with no issues other than their home office and repair location, which is in Ohio. They have since opened a Michigan site which decreases our travel time for any needed repairs. I have found nothing listed for MTECH showing they have done any business with the federal government.

PROCUREMENT (MUST BE SPECIFIED)

Please specify how this vendor was identified: (Check one)

- ☐ Sole Source (Please attach sole source statement to requisition)
- ☐ Competitive Bid Process (Please attach bid tabulation/documents to requisition)
- ☒ Cooperative Contract (MIDeal, Sourcwell, GSA, or other municipality)

*Contract must be attached to your requisition and contract must appear on the vendor's quote for goods/services



CITY OF FLINT

**** STAFF REVIEW FORM ****

Effective: March 5, 2025

[] (3) Quotes (please attach all quotes to your requisition)

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
	Have not used this vendor since 2018				

Section III.

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

These trucks are needed to keep the City of Flint's sewer systems in working order. Without these vehicles, the sewer cleaning section of the sewer department would be unable to function. When the sewer lines are properly maintained and cleaned, resident sewer backups caused by issues in the sewer mains greatly decreases and therefore decreases the City's payment of damage claims.

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 ****

Effective: March 5, 2025

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

Dept.	Name of Account	Account Number	Grant Code	Amount
2496	Vehicle	590-540.208-977.500	N/A	\$374,790.42
		FY25 GRAND TOTAL		\$374,790.42

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: 25-0009937

ACCOUNTING APPROVAL Cheri Priest Date: 03/28/2025
Cheri Priest (Mar 28, 2025 14:26 EDT)

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☒



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

Effective: March 5, 2025

Section V: RESOLUTION DEFENSE TEAM:

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

	NAME	PHONE NUMBER
1	Jiggy Mitchell	810-691-4345
2	Tracey Smith	810-691-5366
3		

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

DEPARTMENT HEAD SIGNATURE:

Entrice Mitchell

Entrice Mitchell, Sewer Systems Supervisor

ADMINISTRATION APPROVAL:

Clyde D. Edwards / A0436

04/07/2025

(for \$20,000 or above spending authorizations)

Clyde Edwards, City Administrator

SOURCEWELL QUOTE

1 of 3

SEWER CLEANING COMBO TRUCK



Dealer MTech
 Customer City of Flint, MI
 Make & Model Super Products Camel Max Series
 Contract Sourcewell #101221-SPL
 Date 1/3/25

Description	Qty	Sourcewell Price	Subtotal
Price for base unit:	1	\$ 398,546.72	\$ 398,546.72

Debris body options

Option Ideas listed below, add or delete or change as needed

9 cubic yd. debris body (Included in base unit)	0	\$ -	\$ -
12 cubic yd. debris body tip and eject to dump	1	\$ 30,947.69	\$ 30,947.69
Automatic debris body washout system (Included in Unit)	1	\$ -	\$ -
Rear splash shield	1	\$ 1,893.66	\$ 1,893.66
Acculevel debris level indicator	1	\$ 7,821.70	\$ 7,821.70
Trash pump, Manual 420gpm, front body with side discharge	1	\$ 7,744.36	\$ 7,744.36
Front body drain, 6", knife valve, 35' x 6" fabric drain hose, camlock cap (RIV Valve)	1	\$ 2,606.87	\$ 2,606.87
Rear body drain, 6", knife valve, 10' x 6" fabric drain hose, camlock cap (RIV Valve) Included in base unit	0	\$ -	\$ -
White Paint (Included in base unit)	1	\$ -	\$ -

Vacuum system options

Option Ideas listed below, add or delete or change as needed

Vertical cyclonic separator (Included in base Unit)	1	\$ -	\$ -
8" vacuum system, "Roots type PD Model 624, 18" hg. and 3600 cfm Included in base unit	0	\$ -	\$ -
8" vacuum system, "Roots type PD Model 824, 18" hg. and 4500 cfm	1	\$ 7,286.79	\$ 7,286.79
Vacuum pump high temp relief system	1	\$ 961.33	\$ 961.33
Vacuum booster valve	1	\$ 1,587.54	\$ 1,587.54
Pleated final filter assembly Included in Base Unit	1	\$ -	\$ -
Fluidizing Suction Tube Nozzle 8" x 24"	1	\$ 201.93	\$ 201.93
Supertube Lock ring 8"	9	\$ 24.70	\$ 222.34
Gaskets for Supertube O-ring, Gasket 8"	9	\$ 4.61	\$ 41.52
8" x 60" Supertube w/ Crown Included in Base Unit	1	\$ -	\$ -
8" x 36" Supertube - Aluminum	1	\$ 196.56	\$ 196.56
8" x 60" Supertube - Aluminum	2	\$ 257.79	\$ 515.57
8" x 84" Supertube - Aluminum	3	\$ 257.79	\$ 773.36
Kanaflex Drain Hose, Female 6" Camlock (UNPUBLISHED)	1	\$ 346.49	\$ 346.49

Boom options

SOURCEWELL QUOTE

2 of 3

Option Ideas listed below add or delete or change as needed

Wireless remote	1	\$	2,983.89	\$	2,983.89
8' telescoping (Included in base unit)	1	\$	-	\$	-

Pump options

Option Ideas listed below, add or delete or change as needed

65 GPM @ 2000 PSI (Included in base unit)	0	\$	-	\$	-
80 GPM @ 2500 PSI	1	\$	5,410.44	\$	5,410.44

Hose reel options

Option Ideas listed below, add or delete or change as needed

270 degree reel articulation (Included in base unit)	1	\$	-	\$	-
Telescoping rotational reel extends 18in (Included)	1	\$	-	\$	-
Fully automatic power level wind	1	\$	6,888.29	\$	6,888.29
Manual level wind Included in Base unit	0	\$	-	\$	-
Hose reel tensioning system	1	\$	4,399.57	\$	4,399.57
Hose reel digital counter (Automatic)	1	\$	962.41	\$	962.41
Add Hose Reel Speed Control to Wireless Remote - In Addition to Std In/Out Controls (UNPUBLISHED)	1	\$	3,500.00	\$	3,500.00

Water system options

Option Ideas listed below, add or delete or change as needed

Winter recirculation (Included in base unit)	1	\$	-	\$	-
Retractable hose reel with live center 50' x 1/2" hose	1	\$	1,383.46	\$	1,383.46
Low water warning light and alarm with water capacity digital display	1	\$	853.92	\$	853.92
Manual Accumulator shut off (Included in base unit)	1	\$	-	\$	-
500' 1" hose (Included in base unit)	0	\$	-	\$	-
600' 1" hose	1	\$	583.24	\$	583.24
800' 1" hose	0	\$	1,879.70	\$	-
Hydro-X Kit, Bandlock Style	1	\$	2,636.95	\$	2,636.95
Dig Pig Silencer #10 HX Nozzle (UNPUBLISHED)	0	\$	575.00	\$	-
Pipe Wolf Nozzle	0	\$	2,449.63	\$	-
3D Cleaning Nozzle	0	\$	1,299.05	\$	-
Large Chisel Nozzle	1	\$	584.94	\$	584.94
Standard Nozzle	1	\$	381.55	\$	381.55
Warthog Root Destroyer Puller Nozzle (UNPUBLISHED)	0	\$	4,995.00	\$	-
1" standard nozzle extension	1	\$	34.34	\$	34.34
1" finned nozzle extension (or wire)	1	\$	224.97	\$	224.97
Hose, 25', cotton - Single Jacket Filler Hose	1	\$	252.75	\$	252.75
Leader Hose 1" x 25' (UNPUBLISHED)	1	\$	339.80	\$	339.80
Washdown handgun Included in Base Unit	1	\$	-	\$	-
Tigertail Sewer Hose Guide	2	\$	54.95	\$	109.90
Hydrant wrench	1	\$	138.15	\$	138.15
Puller hook	1	\$	86.34	\$	86.34

Tool box option

SOURCEWELL QUOTE

3 of 3

add or delete as needed

Lower curbside toolbox 18" x 18" x 48"	1	\$ 1,362.58	\$ 1,362.58
Curbside toolbox, 36"	1	\$ 1,292.81	\$ 1,292.81
Driveside toolbox 22"x 14" x 60" (52")	1	\$ 2,632.60	\$ 2,632.60
Back of cab vertical tube rack (included in base price)	1	\$ -	\$ -
Front / rear tow hooks	1	\$ 428.56	\$ 428.56
Camera system, front	1	\$ 467.01	\$ 467.01
Clam Digger Holder Tubing mounted behind cab (UNPUBLISHED)	1	\$ 700.00	\$ 700.00
Front bumper toolboxes (UNPUBLISHED)	1	\$ 4,425.00	\$ 4,425.00
Additional drive side toolbox mounted to frame between water pump and tandem fender - 20" wide x 24" tall x 24" deep (UNPUBLISHED)	1	\$ 2,190.00	\$ 2,190.00

Other options

Option Ideas listed below, add or delete as needed

LED Boom work lights	1	\$ 871.36	\$ 871.36
LED Flood light package, tailgate area, power unit area	1	\$ 2,487.38	\$ 2,487.38
Cordless Rechargeable Handheld Worklight	1	\$ 458.46	\$ 458.46
LED Package 2 - (2) Tailgate beacon omni-directional strobe, (2) Boom beacon omni-directional strobe - GREEN/AMBER PATTERN	1	\$ 2,501.61	\$ 2,501.61
LED Package 3 - Front bumper directional strobes, Mid-ship directional strobes, Rear bumper directional strobes - GREEN/AMBER PATTERN	1	\$ 2,534.36	\$ 2,534.36
Rear Arrowstick (Included in base price)	1	\$ -	\$ -
Groeneveld EP-0 Singleline Autolube System - Body & Chassis (UNPUBLISHED)	1	\$ 10,750.00	\$ 10,750.00

Performance options

add or delete as needed

2025 Freightliner 108SD, Cummins L9 370 Hp, Allison 3000 RDS Auto, 12 yd	1	\$ 145,000.00	\$ 145,000.00
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Delivery starting point

See Special Terms and conditions NO FLAT RATE ALLOWED

Starting Point State, Zip

Mukwanago, WI	PER MILE	450	\$ 4.25	\$ 1,912.50
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Total Cost: \$ 673,463.60

Sourcewell Contract Discount (5% Flat Rate)	1	\$ (33,673.18)	\$ 639,790.42
Additional MTech Courtesy Discount (Varies Based on Option)	1	\$ (40,000.00)	\$ 599,790.42
Trade-In 2019 Vactor 2100i VIN: 1FVHG3FE2LHLH6059	1	\$ (225,000.00)	\$ 374,790.42

* TRADE-IN OFFER SUBJECT TO TERMS & CONDITIONS OUTLINED IN THE ATTACHED TRADE-IN OFFER LETTER

Home Office
5642 Transportation Blvd
Cleveland, OH 44125



Michigan Store
11701 Belden Court
Livonia, MI 48150

Jiggy Mitchell
City of Flint
3310 East Court St.
Flint, MI 48506

January 3rd, 2025

Re: 2019 Vactor 2100i Trade-In Offer Details

Jiggy:

This letter shall confirm MTech's trade-in offer of \$225,000.00 for the City of Flint's 2019 Vactor 2100i (VIN: 1FVHG3FE2LHLH6059) to be applied towards the purchase of a new Super Products Camel Max 1200EJ. The terms and conditions of this offer are as follows:

- MTech allow up to 90 days ARO to accept MTech's trade-in offer. During this time, Customer may attempt to sell their existing truck on their own to try to get the best value possible for the equipment.
- Customer must turn their trade-in vehicle over to MTech in complete working condition immediately upon delivery of their new truck.
- Along with the trade-in vehicle, customer shall also provide MTech with all manuals, keys, maintenance records, and title paperwork upon delivery of their new truck.
- Customer is responsible for performing a DOT certified inspection prior to turning the unit over to MTech. MTech will not accept any trade-in that does not pass this inspection.
- All open repairs must be completed and any wear and tear items must also be repaired or replaced at customer's expense prior to turning equipment into MTech.
- The following issues were identified during our initial inspection of the trade-in unit:
 - Rapid Deployment Boom (RDB) is not currently functional. This must be completely repaired at customer's expense prior to trade-in.
 - Front viewing camera is smashed. This has been documented and the customer will NOT be responsible to repair.
 - Rear splash shield has some minor impact damage. This has been documented and the customer will NOT be responsible to repair.
 - No other issues were identified during the initial inspection of the trade-in vehicle. Customer is solely responsible for addressing any additional repairs that may arise between the time of this initial inspection and the eventual trade-in of this unit upon delivery of their new truck.
- Following delivery of customer's new truck, MTech will perform a thorough and complete inspection of the trade-in vehicle once it arrives at our facility. Within 30 days, MTech will provide a detailed report back to the customer documenting any unresolved repairs identified during our inspection. MTech reserves the right to bill the customer for the full cost (parts and labor) of any outstanding repairs needed at our sole discretion.

Sincerely,

Corey Padrutt
MTech Company
11701 Belden Ct.
Livonia, MI 48150



RFP #101221
REQUEST FOR PROPOSALS
for
Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment
with Related Accessories and Supplies

Proposal Due Date: October 12, 2021, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than October 12, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	August 24, 2021
Pre-proposal Conference:	September 15, 2021, 10:00 a.m., Central Time
Question Submission Deadline:	October 5, 2021, 4:30 p.m., Central Time
Proposal Due Date:	October 12, 2021, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	October 12, 2021, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations: MASH (municipalities, academic institutions, schools and hospitals) and MUSH (municipalities, universities, schools and hospitals) sectors, and other governmental agencies eligible to use the Sourcewell contracts. MASH and MUSH sector refers to regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, including but not limited to represented associations, Saskatchewan Association of Rural Municipalities ("SARM"), Association of Manitoba Municipalities ("AMM"), Local Authorities Services/Association of Municipalities Ontario ("LAS/AMO", excluding the cities of Toronto and Ottawa), Nova Scotia Federation of Municipalities ("NSFM"), Federation of Prince Edward Island Municipalities ("FPEIM"), Municipalities Newfoundland Labrador ("MNL"), Union of New Brunswick Municipalities ("UNBM"), North West Territories Association of Communities ("NWTAC") and their members. RMA Participants may include all not-for-profit agencies for Canadian provinces and territories.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In the United States each state-level procurement department receives notice for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies principally intended or designed for the cleaning of sewer lines, catch basins and storm sewers, or for municipal pumping applications, such as:

- a. Sewer vacuums or combination sewer cleaners;
- b. Hydro or air excavation equipment;
- c. Jetters and rodders;
- d. Dewatering, mud, trash, and centrifugal pumps;
- e. Other pumps used in lift station, sewage treatment, water treatment, or water collection facilities; and,
- f. Accessories, supplies and replacement or wear parts related to the offering of the solutions in subsections 1. a. – d. above.

2. The primary focus of this solicitation is on Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies, for the cleaning of sewer lines, catch basins, and storm sewers, or for municipal pumping applications, and the related offering of equipment, supplies and services. This solicitation should NOT be construed to include excavators principally intended for utility infrastructure installation and related solutions.

3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

- a. Public Utility Equipment with Related Accessories and Supplies (RFP #012418).

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$65 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the

contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this

pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Supplier Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Supplier Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Supplier Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Supplier Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
 - A proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.

Rev. 3/2021

Sourcewell RFP #101221
Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment
with Related Accessories and Supplies
Page 10

- The attributes of proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;

Rev. 3/2021

Sourcewell RFP #101221

Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment
with Related Accessories and Supplies

Page 11

- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



8/26/2021

Addendum No. 1

Solicitation Number: RFP 101221

Solicitation Name: Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

We manufacture and sell pipeline inspection and rehabilitation equipment. Are we to bid on RFP 101221 or RFP 093021?

Answer 1:

Each Sourcewell RFP is an open and competitive solicitation process. In the competitive process, Sourcewell will not pre-evaluate a proposer's offerings.

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in the RFP. Only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of the solicitation. Each Proposal will be evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 101221 posted to the Sourcewell Procurement Portal on 8/26/2021, is required at the time of proposal submittal.



9/10/2021

Addendum No. 2

Solicitation Number: RFP 101221

Solicitation Name: Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Are we able to add new items to the contract post-award or are only items included during the initial submission allowed? When are price increases permitted post-award to accommodate for material COGs increases and is there a yearly limit?

Answer 1:

Refer to the Sourcewell contract template, Section 4 – Product and Pricing Change Requests.

Question 2:

When are sales and the administrative fee paid to Sourcewell? During the quarter the order was received from the customer or after delivery to and payment from the customer?

Answer 2:

Refer to Sourcewell Contract Template Section 8 – Report on Contract Sales Activity and Administrative Fee Payment, for Sourcewell expectations for reporting and administrative fees.

Question 3:

We offer equipment that ranges in capacity and multiple chassis options. If we offer as a standard item on contract a certain gallon tank with a specific chassis and have the unit priced as such, when the customer calls for a quote and wants the same tank with a

different chassis can we quote the difference in pricing as "Off Contract or Open Market" for the difference in cost between the chassis?

Answer 3:

It is left to the discretion of each proposer to articulate and propose the pricing approach that aligns with their business methods and satisfies the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Question 4:

Are we allowed to quote "Off contract or Open Market" any optional equipment that is not included on the base model based on each customer's specific needs? Or do we have to have on contract any and all possible options available?

Answer 4:

Refer to Answer 3 above.

Question 5:

How are we to handle transportation costs for our units when a customer requires delivery. Because shipping costs can vary largely based on where the unit is to ship, are we allowed to price out delivery on a separate line and add the actual shipping costs to the bid?

Answer 5:

Refer to Answer 3 above.

Question 6:

How can the financial statements be excluded from public record?

Answer 6:

RFP Section VI. E. - Disposition of Proposals, addresses the handling of materials submitted in response to the RFP under Minnesota Statutes Section 13.591.

End of Addendum

Acknowledgement of this Addendum to RFP 101221 posted to the Sourcewell Procurement Portal on 9/10/21, is required at the time of proposal submittal.



9/30/2021

Addendum No. 3

Solicitation Number: RFP 101221

Solicitation Name: Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Clarify what must be 'provided throughout the term of any Contract'? Does this mean that whenever new MSRP pricing is published it must be provided to Sourcewell and the discount offered in the proposal must be maintained throughout the term of the contract?

Answer 1:

A Proposer with proposed pricing that is based on Percentage Discount from Catalog or Category (RFP Section III. A. 1. b.) is "responsible for providing and maintaining current published MSRP with Sourcewell." The MSRP must be included in the proposal. In the event of contract award, current published MSRP must be provided to Sourcewell throughout the term.

Question 2:

Will a Sourcewell Price and Product Change Request be required whenever new MSRP pricing is published?

Answer 2:

See Answer 1 above. Also, refer to Sourcewell template contract Section 3. – Pricing, for additional detail on pricing during the contract term. "All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal." During the term of an awarded contract, a change of the price stated in a

supplier's proposal is requested using the process described in template contract Section 4. – Product and Pricing Change Requests.

End of Addendum

Acknowledgement of this Addendum to RFP 101221 posted to the Sourcewell Procurement Portal on 9/30/2021 is required at the time of proposal submittal.

Super Products LLC #101221-SPL

Pricing for contract #101221-SPL offers Sourcewell participating agencies the following discounts:

- Discount of 5% off MSRP



CONTRACT EXTENSION

Contract Number: 101221-SPL

Sourcewell
202 12th Street Northeast
P.O. Box 219
Staples, MN 56479
(Sourcewell)

and


Super Products LLC
17000 W Cleveland Ave
New Berlin, Wisconsin 53151-3537
(Vendor)

have entered into Contract Number: 101221-SPL
for the procurement of: Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment
with Related Accessories and Supplies

The Contract has an expiration date of 2025-11-29 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2026-11-29 . All other terms and conditions of the Contract remain in full force and effect.


Sourcewell

Signed by:

COFD2A139D06489
Authorized Signature

Jeremy Schwartz
Name

Chief Operating and Procurement Officer
Title

2/7/2025 | 4:21 PM CST
Date

DocuSigned by:

589C00EA57A2447
Authorized Signature

Michael Drott
Name

V P Municipal Sales
Title

2/7/2025 | 2:51 PM PST
Date

Proposal Evaluation
Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies RFP #101221



	Artes Industries, Inc.	Budget Designing	CLUES, Inc.	Deep Trencher	DuCo, LLC (Van-Cor, Inc.)	Edco Sweeper Co. (Victor Manufacturing, a Division of Federal Signal)	Gapcon, Inc.	Garnite Progress, LLC	Gradall Industries, Inc.	Holland Pump Company	Narco Technologies, Inc.
Possible Points											
Conformance to RFP Requirements	50				44	42	43	39	42	41	38
Pricing	400				340	345	340	305	307	340	338
Financial Viability and Manufacturing Success	75				66	64	64	54	66	56	60
Ability to Sell and Deliver Services	100				89	84	80	76	84	79	67
Manufacturing Plan	50				45	41	42	39	41	38	40
Value Added Attributes	75				67	63	67	54	59	56	56
Warranty	50				41	41	39	40	40	41	40
Depth and Breadth of Offered Equipment, Products, or Services	200				179	170	161	144	159	159	144
Total Points	1,000				871	851	835	751	793	806	784
Rank Order					1	2	3	4	5	6	7

	Kaiser Pumps, LLC	Park Pumps & Controls	Sligo-O-Matic	Sewer Equipment Co. of America	Seneca Group, LLC	Super Products, LLC	Texas Underground, Inc. dba Plumblaster, Inc.	Thompson Pump and Manufacturing Company, Inc.	Visual Imaging Resources, LLC dba VIM Products	Wachs Utility Products (Illinois Tool Works)	WasteWater Solutions, LLC
Possible Points											
Conformance to RFP Requirements	50	40	41	44	38	40	39	43		40	
Pricing	400	311	333	341	328	311	279	310		314	
Financial Viability and Manufacturing Success	75	58	60	68	56	63	60	64		64	
Ability to Sell and Deliver Services	100	75	82	86	68	70	71	84		77	
Manufacturing Plan	50	41	40	44	40	40	39	42		36	
Value Added Attributes	75	51	61	69	53	59	53	68		61	
Warranty	50	40	40	41	39	40	40	40		38	
Depth and Breadth of Offered Equipment, Products, or Services	200	150	178	173	195	160	165	148		158	
Total Points	1,000	770	835	866	791	791	746	799		788	
Rank Order	12	16	8	5	10	9	11	7		10	

Developed by:
Greg Grung
 7700CE00B0000000

Greg Grung, Procurement Lead Analyst

Developed by:
Carol Jackson
 4E8E8E8E0F0E0E0E

Carol Jackson, Procurement Analyst

Developed by:
Craig West
 7F4187C8888888

Craig West, Procurement Analyst

Developed by:
Nick Scholer
 41134680C40100

Nick Scholer, Procurement Analyst



250127-T

RESOLUTION NO.: _____

PRESENTED: 4-23-2025

ADOPTED: _____

**RESOLUTION TO UTILIZE OPIOID SETTLEMENT FUNDING FOR THE PURCHASE OF LIFE SAFETY
AND RESCUE EQUIPMENT FOR THE FLINT FIRE DEPARTMENT**

BY THE CITY ADMINISTRATOR:

WHEREAS, The City of Flint received funding from a partial settlement of the National Prescription Opiate Litigation (MDL No. 2804). Resolution No. 230087 Adopted March 27, 2023

WHEREAS, City Administration requests appropriation of available opioid settlement monies to fund life safety and rescue equipment for the Flint Fire Department to improve and accommodate emergency medical response for ongoing opioid remediation efforts.

WHEREAS, The Division of Purchases and Supplies and Flint Fire Department will use R.S.V.P. (Rolland Specialty Vehicles and Products), Sourcewell Contract #122123-RVG-1 to acquire a 2025 AEV Ford T-350 AWD W2X Transit High Roof Gas Ambulance for a cost not to exceed \$202,576.00. Additional supplies are needed to outfit the apparatus such as decaling, equipment, rescue equipment, medical and life safety supplies, etc. will be procured in accordance with the City's purchasing ordinance and policies for an overall cost not-to-exceed \$480,000.00.

Account Number & Grant Code	Account Name	Amount
288-337.704-977.000 ONOS-OPDST22	OPIOID Settlement Funding As designated by the Finance Department after City Council approval	\$480,000.00

IT IS RESOLVED that the appropriate City Officials are hereby authorized to do all things necessary, including executing any necessary agreements, to appropriate from the funding source, as designated by the Finance Department after City Council approval in the amount of \$480,000.00 to the Flint Fire Department to purchase Life Safety and Rescue Equipment. Based on review and validation of the appropriate fund use by the Finance Department, utilizing these funds will be consistent and compliant with the requirements of the National Prescription Opiate Litigation (MDL No. 2804).

BE IT FURTHER RESOLVED, that the Division of Purchases and Supplies is hereby authorized to issue Purchase Orders to Flint Fire Department approved vendors for the purchase of various Life Safety and Rescue Equipment in an amount not-to-exceed \$480,000.00.

APPROVED AS TO FORM:

Joseph M. Kuritz for

Joanne Gurley, City Attorney

APPROVED AS TO FINANCE:

Phillip Moore

Phillip Moore, Chief Financial Officer

APPROVED AS TO PURCHASING:

Lauren Rowley

Lauren Rowley, Purchasing Manager

APPROVED BY CITY COUNCIL:

FOR THE CITY OF FLINT:

Clyde D. Edwards / A0430

Clyde D. Edwards / A0430 (Apr 8, 2025 12:21 EDT)

Clyde Edwards, City Administrator



CITY OF FLINT

**** STAFF REVIEW FORM ****

October 9, 2024

TODAY'S DATE: March 14, 2025

BID/PROPOSAL#

AGENDA ITEM TITLE: New Ford T-350 Ambulance for Flint Fire Department

PREPARED BY: Karen Shim, Flint Fire Department

VENDOR NAME: Rolland Specialty Vehicles and Products (R.S.V.P.) / AEV

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

To efficiently serve the City of Flint residents and community, the Flint Fire Department is adding an additional ambulance to its fleet of emergency medical response vehicles which allows us to further reduce response times, increase the safety and well-being of residents in need of emergency medical care and transportation.

The Flint Fire Department is requesting approval of a purchase order in the amount of \$202,576.00 to R.S.V.P. Ambulance, Sourcewell Contract #122123-RVG-1 to purchase a 2025 AEV Ford T-350 AWD W2X Transit High Roof Gas Ambulance.

R.S.V.P. Rolland Specialty Vehicles and Products have been serving customers in Ohio and Michigan for over 40 years. R.S.V.P. is a third-generation family-owned and operated dealership, believing in treating every customer like family. With R.S.V.P. and AEV, you will never have to question the reliability of safety and equipment. They have a team dedicated to servicing their vehicles with commitment and satisfaction that strives to deliver a personalized service each customer deserves.

R.S.V.P. is considered the nation's number one manufacturer of ambulances because customers have confidence in their product, providing superior customer service, unmatched safety standards, with AEV known for setting new standards in crash testing by executing high speed, double impact crash tests producing exceptional results that changed the industry and offers a quality in craftsmanship you can trust.

With a passion for quality and a commitment to customer satisfaction, R.S.V.P. goes above and beyond to ensure that every interaction exceeds your expectations. (Source: rsvpambulance.com)



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

There were no previous allocations by the Flint Fire Department for this purpose.

Section III.

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

The benefit to City of Flint residents is that having an additional ambulance reduces responses times and increases the safety and well-being of residents in need of emergency care and transportation. Adding an additional ambulance offers more coverage of emergency care within the city and transportation to hospitals.

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
Fire	Equipment	288-337.704-977.000	ONOS-OPDST22	\$202,576.000
		FY25 GRAND TOTAL		\$202,576.00



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: Karen Shim Date: March 14, 2025

7

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	Theron Wiggins, Fire Chief	810-762-7336
2	Kwame Hogan, Ambulance Administrator	810-762-7336 ext. 5105
3		

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

DEPARTMENT HEAD SIGNATURE: _____

Theron S. Wiggins, Fire Chief

ADMINISTRATION APPROVAL: Clyde D. Edwards / A0430
Clyde D. Edwards / A0430 (Apr 8, 2025 12:27 EDT)

(for \$20,000 or above spending authorizations)



CITY OF FLINT

**** STAFF REVIEW FORM ****

October 9, 2024

TODAY'S DATE: March 14, 2025

BID/PROPOSAL#

AGENDA ITEM TITLE: Medical Equipment for New Flint Fire Department Ambulance

PREPARED BY: Karen Shim, Flint Fire Department

VENDOR NAME: Stryker Sales, LLC.

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

To efficiently serve the City of Flint residents and community, the Flint Fire Department is adding an additional ambulance to its fleet of emergency medical response vehicles and will need to equip the vehicle with life safety and rescue supplies. The equipment and supplies will increase the safety and well-being of residents in need of emergency medical care and transportation.

The Flint Fire Department is requesting approval of a purchase order in the amount of \$206,290.86 to Stryker Sales, LLC, Sourcewell Contract #041823-STY to purchase three Lucas Thumpers and two LIFEPAK 35s.

A Lucas Thumper is a device that delivers high-quality, consistent chest compressions to sudden cardiac arrest patients. It will assist Flint Fire EMS personnel to perform cardiopulmonary resuscitation (CPR) by providing mechanical chest compressions, which can be more consistent and effective than manual CPR. It will also reduce fatigue on Flint Fire EMS personnel and will provide continuous CPR chest compressions to the patient.

A LIFEPAK 35 is a clinically advanced monitor/ defibrillator with proprietary tools and technology built on an intuitive, 3 modern platform for advanced patient care. It is designed to promote confident cardiac care and enable clinical excellence by providing real-time access to critical patient information, including ECG, vital signs and other relevant data in demanding environments. The LIFEPAK 35 is designed to support the needs of emergency responders, providing them with the tools needed to deliver timely and effective care to the patient.

Stryker is a global leader in medical technologies. They offer innovative products and services in Medical Surgery, Neurotechnology and Orthopedics that help improve patient and healthcare outcomes. Their mission is "Together with our customers, we are driven to make healthcare better." Their values include integrity, accountability, people and performance.



CITY OF FLINT

**** STAFF REVIEW FORM ****

October 9, 2024

Their history is built on ingenuity. When Dr. Homer Stryker, an orthopedic surgeon from Kalamazoo, Michigan, U.S., found that certain medical products were not meeting his patients' needs, he invented new ones. As interest in these products grew, Dr. Stryker started a company in 1941 to produce them.

Today, Stryker is one of the world's leading medical technology companies, and alongside their customers, they are impacting on the lives of millions of patients each year. Their diverse array of innovative products and services in Medical and Surgical, Neurotechnology, Orthopedics and Spine help improve patient and healthcare outcomes. As Stryker's portfolio grows, their culture still reflects Dr. Stryker's legacy, and they are well-positioned to continue making healthcare better for generations to come. (Source: stryker.com)

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

There were no previous allocations by the Flint Fire Department for this purpose.

Section III.

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

The benefit to City of Flint residents and City Operations is that Flint Fire EMS personnel can provide excellent medical care to the residents in the city of Flint. These medical devices will provide the safety and well-being of residents in need of emergency services and/or while in transportation to the hospital.

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
Fire	Equipment	288-337.704-977.000	ONOS-OPDST22	\$206,290.86
		FY25 GRAND TOTAL		\$206,290.86

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

BUDGET YEAR 1 \$

BUDGET YEAR 2

BUDGET YEAR 3

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

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

ACCOUNTING APPROVAL: Karen Shim Date: March 14, 2025

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	Theron Wiggins, Fire Chief	810-762-7336
2	Kwame Hogan, Ambulance Administrator	810-762-7336 ext. 5105
3		



CITY OF FLINT

**** STAFF REVIEW FORM ****

October 9, 2024

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

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

ADMINISTRATION APPROVAL: _____
Clyde D. Edwards / A0430
Clyde D. Edwards / A0430 (Apr 8, 2025 12:27 EDT)
(for \$20,000 or above spending authorizations)



250128-T

RESOLUTION NO.: _____

PRESENTED: 4-23-2025

ADOPTED: _____

BY THE CITY ADMINISTRATOR:

RESOLUTION AUTHORIZING THIRD QUARTER 2025 BUDGET AMENDMENT

WHEREAS, the City of Flint's operating budget is monitored on an ongoing basis by the Finance Department and City department heads and changes to an approved operating budget are required from time to time. And;

WHEREAS, the Department of Finance is recommending certain fiscal appropriation amendments to the FY2025 City of Flint operating budget as follows in accordance with State Public Act 2 of 1968 as amended. And;

FY2025 Proposed Third Quarter Budget Amendments	Amended FY2025 Budget as of 3/31/2025	Proposed Amendments for FY2025 Q3 End	Proposed Amended FY2025 Budget	Estimated Ending Fund Balance
General Fund 101 Revenue	\$59,115,694	\$25,000	\$59,140,694	\$12,885,810
Water Fund 591 Revenue	\$31,397,836	\$160,000	\$31,557,836	\$67,931,718
Water Fund 591 Expenditures	\$42,826,497	\$370,000	\$43,196,497	\$67,771,718
Total Amendment		\$555,000		

IT IS RESOLVED, that the appropriate officials are hereby authorized to do all things necessary to incorporate the approved appropriation changes into the FY2025 operating budget of the City of Flint.

APPROVED AS TO FORM:

JoAnne Gurley
JoAnne Gurley (Apr 11, 2025 09:47 EDT)

Joanne Gurley, City Attorney

APPROVED AS TO FINANCE:

Phillip Moore
Phillip Moore (Apr 11, 2025 09:51 EDT)

Phillip Moore, Chief Financial Officer

FOR THE CITY OF FLINT:

Clyde D. Edwards / A0444
Clyde D. Edwards / A0444 (Apr 11, 2025 13:24 EDT)

Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:



CITY OF FLINT

**** STAFF REVIEW FORM ****

Effective: March 5, 2025

TODAY'S DATE: April 9, 2025

BID/PROPOSAL# Sole Source

AGENDA ITEM TITLE: Amendment to the FY2025 City of Flint Budget-Recognize Revenue and Expenditures associated with the KWA Water Supply System Refunding Bonds Costs of Issuance

PREPARED BY: V. Foster

VENDOR NAME:

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

Vendor Compliance (This vendor has been properly vetted and the responses are below):

Federal government	(All documentation current, no violations)	<input type="checkbox"/> YES	<input type="checkbox"/> NO
State government	(All documentation current, no violations)	<input type="checkbox"/> YES	<input type="checkbox"/> NO
City of Flint	(All documentation current, no violations)	<input type="checkbox"/> YES	<input type="checkbox"/> NO

The requesting authority is validating that this vendor has been in full compliance with all past contract provisions and has not violated the terms of any contract with the City of Flint.

On 1/17/24, Flint City Council adopted resolution #240002, Second Supplement/Karegnondi Water Authority Financing Contract.

As a result of the refunding bonds, the FYE2025 budget must be amended to recognize the associated expenditures and revenue received as reimbursement. The following is a breakdown of the associated costs. The Department of Finance has received reimbursement and requests a budget amendment to recognize the revenues and expenditures.

Dykema Gossett, PLLC, (special counsel for the City)	\$85,000.00
Robert W. Baird & Co (municipal advisor for the City)	\$75,000.00
City of Flint (Law Department-administrative fees)	\$25,000.00

PROCUREMENT (MUST BE SPECIFIED)

Please specify how this vendor was identified: (Check one)

- ☐ Sole Source (Please attach sole source statement to requisition)
- ☐ Competitive Bid Process (Please attach bid tabulation/documents to requisition)
- ☐ Cooperative Contract (MIDeal, Sourcwell, GSA, or other municipality)



CITY OF FLINT

**** STAFF REVIEW FORM ****

Effective: March 5, 2025

*Contract must be attached to your requisition and contract must appear on the vendor's quote for goods/services

[] (3) Quotes (please attach all quotes to your requisition)

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:

--

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
Water	Revenue – Water Fund Reimbursements	591-545.200-676.000		\$160,000.00
Law	Revenue – General Fund	101-266.200-676.000		\$ 25,000.00
Water	Professional Services	591-545.200-812.000		\$160,000.00
		FY2025		



CITY OF FLINT

**** STAFF REVIEW FORM ****

Effective: March 5, 2025

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: _____ Date: _____

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	Phillip Moore	766-7266
2		
3		

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

DEPARTMENT HEAD SIGNATURE: _____

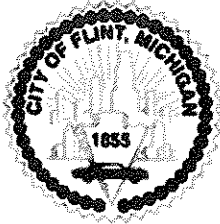
Phillip Moore
Phillip Moore (Apr 9, 2025 16:54 EDT)

Phillip Moore, Chief Financial Officer

ADMINISTRATION APPROVAL: _____

Clyde D. Edwards / AD444
Clyde D. Edwards / AD444 (Apr 11, 2025 13:24 EDT)

(for \$20,000 or above spending authorizations)



Sheldon A. Neeley
Mayor

CITY OF FLINT, MICHIGAN Department of Finance

Clyde Edwards
City Administrator

Phillip Moore
Interim Chief Financial Officer

Paul Borle
Deputy Chief Financial Officer

Invoice

Date: January 3, 2025

To: Karegnondi Water Authority (the "Authority")
c/o Karl Kramer, Genesee County Drain Commission

From: City of Flint (the "City")

Re: KWA Water Supply System Refunding Bonds (Karegnondi) Water Costs of Issuance

In connection with the issuance of the \$162,515,000 Karegnondi Water Authority, Water Supply System Refunding Bonds (Karegnondi Water Pipeline), Series 2024 (the "Bonds") by the Authority the City requests that its costs of issuance in connection with the Bonds be included in the principal amount of the Authority's bond issue and paid from bond proceeds at the time of closing to the listed parties pursuant to the directions included with invoices attached.

The above-referenced costs of issuance are as follows:

Dykema Gossett PLLC, as special counsel for the City:	\$85,000
Robert W. Baird & Co., as municipal advisor for the City:	75,000
City of Flint Administrative Fees	<u>25,000</u>
Total:	<u>\$185,000</u>

City of Flint



Phillip Moore (Jan 3, 2025 09:18 EST)

By: Phillip Moore
Its: Chief Financial Officer

LAW OFFICES

DYKEMA GOSSETT

PROFESSIONAL LIMITED LIABILITY COMPANY

201 TOWNSEND STREET, SUITE 900

LANSING, MI 48933

Fed. Tax I.D. No. 38-1446628

December 19, 2024

Joseph Kuptz
City Attorney
City of Flint, Department of Law
1101 S. Saginaw Street, 3rd Floor
Flint, MI 48502

Invoice No.: 3632340

Client No.: 123018-000004

Re: \$162,515,000 Karegnondi Water Authority, Counties of Genesee, Lapeer and Sanilac,
State of Michigan, Water Supply System Refunding Bonds (Karegnondi Water Pipeline),
Series 2024

For professional services rendered as special counsel to the City of Flint in connection with the above-referenced Bonds, review and analysis of City of Flint's obligations and rights under the 2017 documents the City is a party to including, but not limited to the Master Agreement, Water Service Contract, Three-Party Agreement, Baseline and All-Receipts Trust Agreement, and Raw Water Supply Contract and its amendments, draft summary presentations for city council package, assist with Treasury long-term borrowing approvals, review the Bond Purchase Agreement; Preliminary Official Statement, Official Statement and closing documents; provide updates to City specific sections of the offering documents; preparation of special counsel opinion, corporate opinion, and review of opinions prepared by working group members.

\$85,000

TOTAL AMOUNT DUE:\$85,000

* * * * *

Please make check payable to
"Dykema Gossett PLLC" and remit to:

Vanessa Calkins
Dykema Gossett PLLC
201 Townsend Street
Suite 900
Lansing, MI 48933

Alternatively, the fees may be paid via wire transfer
pursuant to the following wire transfer instructions:

Bank: Huntington National Bank
Bank Address: 7 Easton Oval (EA2W47)
Columbus, OH 43219
Routing Number: 44000024
Account Number: 01388425607
Reference: 123018-000004

ROBERT W. BAIRD & CO. 124 W. Allegan Street, Suite 2200 • Lansing, MI 48933 Phone: (517) 346-5354 • Fax: (517) 371-2738

Bradley Viegut
Managing Director
Public Finance

December 30, 2024

EIN: 39-6037917

Via E-Mail

Phillip Moore
Chief Financial Officer
City of Flint
1101 S. Saginaw Street
Flint, MI 48502

Re: \$162,515,000 Karegnondi Water Authority, Water Supply System Refunding Bonds
(Karegnondi Water Pipeline), Series 2024 (the "Bonds")

Pursuant to the Municipal Advisory Services Agreements dated January 1, 2024, Robert W. Baird & Co. Incorporated, as Municipal Advisor, hereby submits our invoice for services related to the issuance of the Bonds on December 19, 2024.

Total Amount Due:

\$75,000.00

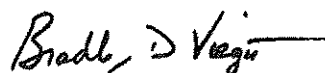
Our fee can be remitted using the following instructions:

Wire:

BMO Harris Bank
ABA#: 071000288
Robert W. Baird & Co.
Account #: 386-013-7
Swift: HATRUS44
Reference: PF – 23009814
Attn: RJ Salmon – (414) 765-3964

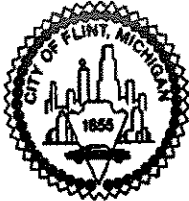
Should you have any questions or comments regarding the foregoing, please call me at (414) 298-7540.
Thank you for the opportunity to serve the City.

Sincerely,



Bradley Viegut
Managing Director
Robert W. Baird & Co.
Vendor: 0000007042

cc: Paul Borle, Vickie Foster and Accounts Payable, City of Flint
James R. Srouji, RJ Salmon and Bryan Pica, Baird



Sheldon Neeley, Mayor

TREASURER'S OFFICE CITY OF FLINT, MICHIGAN

(810) 766-7015

MISCELLANEOUS RECEIVABLE BILL

KAREGNONDI WATER AUTHORITY
KARL KRAMER, GENESEE COUNTY DRAIN CO

BILLING DATE: 01/02/25
CUST #: 25-00008894
INVOICE #: 2500000003
SERVICE DATE: 01/02/2025
INVOICE DATE: 01/02/2025
DUE DATE: 01/02/2025

SERVICE ADDRESS:

<u>Description</u>	<u>Amount</u>
PROFESSIONAL SERVICES	\$25,000.00

KWA WATER SUPPLY SYSTEM REFUNDING BONDS (KAREGNONDI WATER PIPELINE),
SERIES 2024

FOR PROFESSIONAL ADMINISTRATIVE SERVICES RENDERED BY THE OFFICE OF THE
DEPARTMENT OF FINANCE AND OFFICE OF THE CITY OF FLINT LAW DEPARTMENT IN
CONNECTION WITH THE ABOVE REFERENCED BONDS, INCLUDING PREPARING,
REVIEWING AND REVISING DOCUMENTS, ATTENDING MEETINGS AND FINANCIAL
ANALYSES.

TOTAL \$25,000.00

PLEASE REMIT BOTTOM PORTION WITH YOUR PAYMENT

REMIT PAYMENT TO:
CITY OF FLINT, TREASURER
1101 S. Saginaw Street, Room 102
Flint, MI 48502
Phone: (810) 766-7015

MISCELLANEOUS RECEIVABLE BILL

CUST #: 25-00008894
INVOICE #: 2500000003
SERVICE DATE: 01/02/2025
INVOICE DATE: 01/02/2025
DUE DATE: 01/02/2025

TOTAL INVOICE:	\$25,000.00
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KAREGNONDI WATER AUTHORITY
KARL KRAMER, GENESEE COUNTY DRAIN CO



Security Type	Principal Amount	Interest Rate	Maturity Date
C of I	\$2,326,560.00	4.640%	01/21/2025
C of I	154,981.00	0.000%	01/21/2025
C of I	180,954,966.00	4.640%	01/21/2025
Total	\$183,436,507.00		

V. RELEASE OF THE BONDS

Once there is confirmation of receipt of funds by the Transfer/Escrow Agent and BAM and payment in full by KWA and J.P. Morgan and Bond Counsel has confirmed that all the requirements for closing have been met, including the purchase and delivery of the SLGS, J.P. Morgan, the Transfer/Escrow Agent and Bond Counsel will call the Depository Trust Company ("DTC") to process the delivery and release of the Bonds. The telephone number for DTC is (212) 855-3752.

VI. PAYMENT OF COSTS OF ISSUANCE

As KWA or the Transfer/Escrow Agent receives invoices, the expenses in the not-to-exceed amounts shown below are hereby authorized to be paid from the 2024 COI held by the Transfer/Escrow Agent. If any of the costs exceed the amounts shown below, KWA shall contact PFM prior to remitting payment. Any funds remaining after payment of the bond issuance costs related to the Series 2024 Bonds shall be returned to the KWA and transferred to the Bond and Interest Redemption Account.

The estimated Cost of Issuance are detailed below.

Costs of Issuance Detail:		Total
Bond Attorney	Miller, Canfield, Paddock & Stone, P.L.C	\$210,000.00
City of Flint and Consultants		185,000.00
Contingency		3,579.89
Credit Rating	S&P Global	90,780.00
Credit Rating	Moody's Corporation	108,000.00
Escrow Agent	The Huntington National Bank	500.00
Financial Consultant	PFM Financial Advisors, LLC	190,481.87
Municipal Advisory Council Fee	MAC	450.00
Official Statement	ImageMaster	2,500.00
Paying Agent	The Huntington National Bank	500.00
Security Report Filing	Reimbursement to KWA	2,100.00
Verification Agent	Robert Thomas CPA, LLC	1,750.00
Total Costs of Issuance:		\$795,841.76



City of Flint, Michigan

Certified Copy

Resolution: 240002

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

File Number: 240002

Second Supplement/Karegnondi Water Authority Financing Contract

Resolution resolving that the Second Supplement [to the Karegnondi Water Authority Financing Contract] is approved in substantially the form attached hereto as Appendix A. The Mayor and the City Clerk are hereby authorized to approve the final terms of the Second Supplement and to execute and deliver the Second Supplement on behalf of the City when it is in final form, AND, resolving that the City approves of the issuance of the Series 2023 Bonds by the Authority, under and pursuant to the terms of the Financing Contract, as supplemented by the Second Supplement, in one or more series, in the aggregate principal amount of not to exceed \$190,000,000, for the purpose of refunding all or a portion of the outstanding Series 2014 Bonds and paying the costs of issuing and securing the Series 2023 Bonds, all as provided in the Second Supplement. The Series 2023 Bonds shall be issued in anticipation of, and shall be secured by, the contractual obligations of the City and the County as set forth in the Financing Contract, as supplemented by the Second Supplement. Pursuant to the Financing Contract, the City has pledged its limited tax full faith and credit for the prompt and timely payment of its obligations under the Financing Contract, AND, resolving that the City authorizes the Authority to prepare and circulate a Preliminary Official Statement and a final Official Statement in connection with the sale of the Series 2023 Bonds. The Mayor and the City Administrator (each an "Authorized Officer") are each hereby authorized to prepare, approve and distribute information describing the City to be used by the Authority in connection with the preparation and distribution by the Authority of the Preliminary Official Statement and the Official Statement, and to deem such information final for the purpose of enabling the purchaser of the Series 2023 Bonds to comply with the requirements of Rule 15c2-12 of the United States Securities and Exchange Commission. Each Authorized Officer is authorized, if applicable, to execute the final Official Statement on behalf of the City, AND, resolving, if required in connection with the sale and delivery of the Series 2023 Bonds, the City agrees to enter into a continuing disclosure undertaking for the benefit of the holders and beneficial owners of the Series 2023 Bonds in accordance with the requirements of Rule 15c2-12 of the United States Securities and Exchange Commission, and each Authorized Officer is hereby authorized to execute such undertaking on behalf of the City prior to delivery of the Series 2023 Bonds, AND, resolving that the City shall, to the extent permitted by law, take all actions within its control necessary to maintain the exclusion of interest on the Series 2023 Bonds from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended, AND, resolving that the Mayor, City Administrator and City Clerk are each individually authorized to complete, execute and file any and all applications or requests for waivers with the Michigan Department of Treasury necessary to effectuate the sale and delivery of the Series 2023 Bonds as contemplated by this resolution and the Second Supplement,

including, if necessary, an Application for State Treasurer's Approval to Issue Long-Term Securities, in such form as shall be approved by any of such officers, and to pay any and all necessary application or filing fees in connection therewith. The Mayor, City Administrator and City Clerk are each individually authorized to take all other actions, and to execute and deliver such other documents and certificates on behalf of the City, as may be necessary in connection with issuance, sale and delivery of the Series 2023 Bonds, AND, resolving that the City has been advised that the Authority has retained Miller, Canfield, Paddock and Stone, P.L.C. ("Miller Canfield") as its bond counsel in connection with the issuance of the Series 2023 Bonds and the City hereby consents to the representation of the Authority by Miller Canfield.

County of Genesee

I, Davina G. Donahue, the duly appointed and qualified Clerk of the Council of the City of Flint, Michigan, do hereby certify that the foregoing is a true and complete copy of Resolution No. 240002, offered and passed with the following vote by the Flint City Council at a regular meeting held on Monday, January 22, 2024.

The motion was made by Councilmember Priestley and seconded by Councilmember Burns.

Aye: 5 President Lewis, Councilmember Priestley, Councilmember Burns, Councilmember Mushatt, and Councilmember Pfeiffer

No: 0

Absent: 4 Councilmember Mays, Councilmember Murphy, Councilmember Winfrey-Carter, and Councilmember Worthing



10/11/2024
Date Certified





240002

RESOLUTION NO.: _____

PRESENTED: JAN 17 2024

ADOPTED: JAN 22 2024

**RESOLUTION APPROVING SECOND SUPPLEMENT TO
KAREGNONDI WATER AUTHORITY FINANCING CONTRACT**

The Karegnondi Water Authority (the "Authority") has been incorporated under the provisions of Act No. 233, Public Acts of Michigan, 1955, as amended ("Act 233"); and

In accordance with the provisions of Act 233, the Authority, the City of Flint (the "City") and the County of Genesee (the "County") have entered into that certain Karegnondi Water Authority Financing Contract, dated as of August 1, 2013, as supplemented by a First Supplement, dated as of September 1, 2017 (as supplemented, the "Financing Contract"), wherein the Authority agreed to acquire, construct and equip a water supply system to provide untreated water to the City and the County, as more particularly described in the Financing Contract (the "System"); and

To finance the costs of the acquisition, construction and equipping of the System, the Authority has previously issued, pursuant to the Financing Contract, (i) its Water Supply System Bonds (Karegnondi Water Pipeline), Series 2014A (the "Series 2014 Bonds"), and (ii) its Water Supply System Bonds (Karegnondi Water Pipeline), Series 2018; and

The Authority has determined that it is in the best interests of the Authority, the City and the County that the Authority refund all or a portion of the outstanding Series 2014 Bonds in order to achieve debt service savings and thereby permit the operation of the System in a more economical manner for the benefit of the users of the System; and

In order to pay the costs of refunding all or part of the outstanding Series 2014 Bonds, including but not limited to the fees and expenses of City's municipal advisor and counsel in connection with the refunding, the Authority, City and the County have determined that it is necessary for the Authority to issue refunding bonds, in one or more series, in the aggregate principal amount of not to exceed \$190,000,000 (the "Series 2023 Bonds"); and

The Authority has caused to be prepared a Second Supplement to the Financing Contract, dated as of April 1, 2023 (the "Second Supplement"), by and among the Authority, the City and the County, pursuant to which the Authority will issue the Series 2023 Bonds; and

Under the terms of the Second Supplement, the City and the County will confirm their respective contractual obligations with respect to the Series 2023 Bonds as specified in the Financing Contract, as supplemented by the Second Supplement; and

Prior to the issuance of the Series 2023 Bonds by the Authority, it is necessary for the City to approve the Second Supplement and to authorize certain other matters in connection with the issuance and sale of the Series 2023 Bonds.

IT RESOLVED THAT:

1. The Second Supplement is hereby approved in substantially the form attached hereto as Appendix A. The Mayor and the City Clerk are hereby authorized to approve the final terms of the Second Supplement and to execute and deliver the Second Supplement on behalf of the City when it is in final form.
2. The City hereby approves of the issuance of the Series 2023 Bonds by the Authority, under and pursuant to the terms of the Financing Contract, as supplemented by the Second Supplement, in one or more series, in the aggregate principal amount of not to exceed \$190,000,000, for the purpose of refunding all or a portion of the outstanding Series 2014 Bonds and paying the costs of issuing and securing the Series 2023 Bonds, all as provided in the Second Supplement. The Series 2023 Bonds shall be issued in anticipation of, and shall be secured by, the contractual obligations of the City and the County as set forth in the Financing Contract, as supplemented by the Second Supplement. Pursuant to the Financing Contract, the City has pledged its limited tax full faith and credit for the prompt and timely payment of its obligations under the Financing Contract.
3. The City hereby authorizes the Authority to prepare and circulate a Preliminary Official Statement and a final Official Statement in connection with the sale of the Series 2023 Bonds. The Mayor and the City Administrator (each an "Authorized Officer") are each hereby authorized to prepare, approve and distribute information describing the City to be used by the Authority in connection with the preparation and distribution by the Authority of the Preliminary Official Statement and the Official Statement, and to deem such information final for the purpose of enabling the purchaser of the Series 2023 Bonds to comply with the requirements of Rule 15c2-12 of the United States Securities and Exchange Commission. Each Authorized Officer is authorized, if applicable, to execute the final Official Statement on behalf of the City.
4. If required in connection with the sale and delivery of the Series 2023 Bonds, the City agrees to enter into a continuing disclosure undertaking for the benefit of the holders and beneficial owners of the Series 2023 Bonds in accordance with the requirements of Rule 15c2-12 of the United States Securities and Exchange Commission, and each Authorized Officer is hereby authorized to execute such undertaking on behalf of the City prior to delivery of the Series 2023 Bonds.
5. The City shall, to the extent permitted by law, take all actions within its control necessary to maintain the exclusion of interest on the Series 2023 Bonds from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended.
6. The Mayor, City Administrator and City Clerk are each individually authorized to complete, execute and file any and all applications or requests for waivers with the Michigan Department of Treasury necessary to effectuate the sale and delivery of the Series 2023 Bonds as contemplated by this resolution and the Second Supplement, including, if necessary, an Application for State Treasurer's Approval to Issue Long-Term Securities, in such form as shall be approved by any of such officers, and to pay any and all necessary application or filing fees in connection therewith. The Mayor, City

Administrator and City Clerk are each individually authorized to take all other actions, and to execute and deliver such other documents and certificates on behalf of the City, as may be necessary in connection with issuance, sale and delivery of the Series 2023 Bonds.

7. The City has been advised that the Authority has retained Miller, Canfield, Paddock and Stone, P.L.C. ("Miller Canfield") as its bond counsel in connection with the issuance of the Series 2023 Bonds and the City hereby consents to the representation of the Authority by Miller Canfield.

For the City:

CLYDE D EDWARDS
CLYDE D EDWARDS (Jan 10, 2024 17:38 EST)

Clyde D. Edwards, City Administrator

For the City Council:



Approved as to Form:

William Kim
William Kim (Jan 11, 2024 12:41 EST)

William Kim, City Attorney

Approved as to Finance:

Phillip Moore
Phillip Moore (Jan 10, 2024 12:25 EST)

Phillip Moore, Chief Financial Officer

RESOLUTION STAFF REVIEW

Date: _____

Agenda Item Title: RESOLUTION APPROVING SECOND SUPPLEMENT TO KAREGNONDI WATER AUTHORITY FINANCING CONTRACT

Prepared by: William Kim, City Attorney

Background/Summary of Proposed Action:

Historical Background:

The City along with four other municipalities formed the KWA to supply and deliver raw water to its constituents. In June 2013, the City purchased and agreed to finance the construction costs of 18 MGD raw water capacity of the KWA water supply system (the "KWA System") as memorialized in an agreement with KWA (the "Raw Water Supply Contract"). On August 1, 2013, the City and KWA memorialized City's financial commitments thereunder in a "Financing Contract" including the City's full faith and credit to pay for its pro-rata share of the estimated cost of the construction of the KWA System. The Series 2014 Bonds were issued in April 2014 as authorized and agreed to under the Financing Contract. Two years later, in June 2016, KWA issued a second series of bonds to complete the construction of the KWA System ("Series 2016 Bonds"), also as authorized and agreed to under the Financing Contract.

In March of 2014, the City and KWA amended the Financing Contract to account for KWA's assumption of debt service on \$35,000,000 Water Supply System Revenue Bonds (Limited Tax General Obligation), Series 2013 ("Intake Bonds") issued by the County of Genesee (the "County"). Pursuant to the amended terms of the contract, the City agreed to pay KWA its pro-rata share of the aggregate debt service on the Intake Bonds.

Shortly before or around the same time as the issuance of the Series 2014 Bonds, the City terminated a 1964 agreement with the City of Detroit ("Detroit") and sold a portion of the pipeline to the Genesee County Drain Commission ("GCDC"), also a founding member of the KWA. In October of 2015, the City contracted with Detroit to again provide the City with treated water. In order to facilitate the switch to Detroit water, GCDC granted a license to the City for transmission of Detroit water through the same portion of the pipeline GCDC had previously acquired from the City. On January 1, 2016, Great Lakes Water Authority ("GLWA") assumed Detroit's obligation to provide water to the City.

By 2017, the City, GLWA, KWA, GCDC and MDEQ (the "Parties") signed a Master Agreement incorporating a set of seven (7) separate agreements between and among some or all of them and providing third-party beneficiary rights to each, and each of its respective successors and assigns. In addition to the Master Agreement, the City is a signatory to four (4) of these agreements:

- Water Service Contract Between GLWA and the City [together with Irrevocable License of Essential Water Mains and Raw Water Rights] (the "Water Service Contract")

- Baseline and All Receipts Trust Agreement (also including US Bank Trust Company, National Association as a party (the "Trustee"))
- Three-Party Agreement among the City, KWA and GLWA
- Second Addendum to Raw Water Supply Contract (also an exhibit to the Three-Party Agreement)

City's Payment Obligations, Credit for Wholesale Water Bill, and Proposed Refunding of the Series 2014 Bonds:

In order to meet its payment obligations to KWA and GLWA, the City makes monthly payments to the Trustee who then passes them to (i) KWA for the City's share of the debt service on Series 2014 Bonds and Series 2016 Bonds (and any refundings thereof), debt service on the Intake Bonds, and fees (collectively, the "KWA Designated Debt Service") ; (ii) GLWA under the Water Service Contract; and (iii) to GCDC for the redundant water supply requirement (this amount is charged as a pass-through fee to the City by GLWA). While the payment obligations to GLWA and GCDC pass-through charge vary from month to month and depend primarily on the volume of water provided, the monthly payments for KWA as listed in (i) above are fixed amounts based on the City's share of the debt service on the bonds thereof (and any bonds issued to refund the same).

As long as City's payments to GLWA and KWA (through the monthly payments to the Trustee) are made in full, and are not in dispute, GLWA is required to issue a credit to the City against fees owed, equal to the KWA Designated Debt Service. Until the City fulfills all of its debt service payment obligations to KWA pursuant to the Financing Contract, it is obligated to continue making its share of debt service on KWA bonds and participate in any refunding of those bonds then outstanding (i.e., the Series 2014 Bonds to be refunded here).

The Series 2014 Bonds were callable on November 1, 2023. KWA's bond counsel has been notified of the City's intent to fund its costs through the refunding bond proceeds.

Financial Implications:

None -- costs incurred related to implementation of the attached second supplement will be funded through the refunding bond proceeds.

Budgeted Expenditure:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Please explain, if no:
Pre-encumbered:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Requisition #: <u>N/A</u>

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

Staff Recommendation: Staff recommends approval of this resolution.

APPROVAL

Phillip Moore

Phillip Moore (Jan 10, 2024 17:25 EST)

Phillip Moore, Chief Financial Officer

**SECOND SUPPLEMENT TO KAREGNONDI WATER
AUTHORITY FINANCING CONTRACT**

THIS SECOND SUPPLEMENT, dated as of April 1, 2023 (this "Supplement"), is entered into by and among the KAREGNONDI WATER AUTHORITY, a municipal authority and public body corporate of the State of Michigan (the "Authority"), the CITY OF FLINT, located in the County of Genesee, State of Michigan (the "City of Flint"), and the COUNTY OF GENESEE, State of Michigan (the "County of Genesee"). The City of Flint and the County of Genesee may be referred to herein individually as a "Local Unit" or collectively as the "Local Units."

WITNESSETH:

WHEREAS, the Authority has been incorporated under the provisions of Act No. 233, Public Acts of Michigan, 1955, as amended ("Act 233"); and

WHEREAS, in accordance with the provisions of Act 233, the Authority and the Local Units have entered into that certain Karegnondi Water Authority Financing Contract, dated as of August 1, 2013, as supplemented by a First Supplement, dated as of September 1, 2017 (as supplemented, the "Financing Contract"), wherein the Authority agreed to acquire, construct and equip a water supply system to provide untreated water to the Local Units, as more particularly described in the Financing Contract (the "System"); and

WHEREAS, in order to finance the costs of the acquisition, construction and equipping of the System, the Authority has previously issued, pursuant to the Financing Contract, (i) its Water Supply System Bonds (Karegnondi Water Pipeline), Series 2014A, dated April 16, 2014, in the original aggregate principal amount of \$220,500,000 (the "Series 2014 Bonds"), and (ii) its Water Supply System Bonds (Karegnondi Water Pipeline), Series 2018, dated April 10, 2018, in the original aggregate principal amount of \$65,735,000; and

WHEREAS, the Authority and the Local Units have determined that it is in the best interests of the Authority and the Local Units that the Authority refund all or a portion of the outstanding Series 2014 Bonds in order to achieve debt service savings and thereby permit the operation of the System in a more economical manner for the benefit of the users of the System; and

WHEREAS, in order to pay the costs of refunding all or part of the outstanding Series 2014 Bonds, the Authority and the Local Units have determined that it is necessary for the Authority to issue refunding bonds under and pursuant to the terms of the Financing Contract, as supplemented by this Supplement, in one or more series, in the aggregate principal amount of not to exceed \$190,000,000 (the "Series 2023 Bonds"); and

WHEREAS, the Authority and the Local Units desire, by the execution of this Supplement, to approve of the issuance of the Series 2023 Bonds by the Authority for the aforesaid purpose and to confirm the contractual obligations of each Local Unit with respect to the Series 2023 Bonds as specified in the Financing Contract, as supplemented by this Supplement; and

WHFREAS, prior to execution of this Supplement, each Local Unit has duly authorized and approved the execution and delivery of this Supplement.

NOW, THEREFORE, in consideration of the premises and the covenants made herein, THE PARTIES HERETO AGREE THAT THE FINANCING CONTRACT SHALL BE SUPPLEMENTED AND AMENDED AS FOLLOWS:

1. Issuance of Series 2023 Bonds by the Authority. Each Local Unit hereby approves of the issuance of the Series 2023 Bonds by the Authority under and pursuant to the terms of the Financing Contract, as supplemented by this Supplement, in one or more series, in the aggregate principal amount of not to exceed \$190,000,000, for the purposes of: (i) refunding all or part of the outstanding Series 2014 Bonds, as determined by the Authority at the time of sale of the Series 2023 Bonds; (ii) making any required deposit to the debt service reserve account established for the purpose of securing the Series 2023 Bonds and other bonds of the Authority issued pursuant to the Financing Contract (the "Debt Service Reserve Account"); and (iii) paying costs incidental to the issuance and sale of the Series 2023 Bonds, including the cost of obtaining a municipal bond insurance policy for the Series 2023 Bonds, if determined to be advisable by the Authority in consultation with the Authority's municipal advisor (collectively, the "Plan of Financing").

In order to accomplish the issuance of the Series 2023 Bonds for the foregoing purposes in accordance with the provisions of Act 233 and Act 34, Public Acts of Michigan, 2001, as amended, the Authority shall take the following steps:

(a) The Authority will adopt a resolution (the "Series 2023 Bond Resolution") providing for the issuance of the Series 2023 Bonds, in one or more series, in the aggregate principal amount of not to exceed \$190,000,000, to pay the costs of the Plan of Financing. The Series 2023 Bonds shall mature serially or be subject to mandatory sinking fund redemption, as authorized by law, and shall have a final maturity date of not later than November 1, 2043. The Series 2023 Bonds shall be issued in anticipation of and shall be secured by the contractual obligations of each Local Unit as provided in the Financing Contract, as supplemented by this Supplement. After due adoption of the Series 2023 Bond Resolution and the due authorization, execution and delivery of this Supplement by the Authority and each of the Local Units, the Authority will take all legal procedures and steps within its control necessary to effectuate the sale and delivery of the Series 2023 Bonds.

(b) The Authority, upon receipt of proceeds of sale of the Series 2023 Bonds, will comply with all provisions and requirements of law, the Series 2023 Bond Resolution, the Financing Contract and this Supplement relative to the disposition and use of the proceeds of sale thereof.

(c) The Authority may temporarily invest any proceeds of the Series 2023 Bonds or other funds held by it for the benefit of each Local Unit as permitted by law, and investment income shall accrue to and follow the fund producing such income. The Authority shall not, however, invest, reinvest or accumulate any moneys deemed to be proceeds of the Series 2023 Bonds pursuant to Section 148 of the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder (the "Code"), in such a

manner as to cause the Series 2023 Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code.

(d) The Authority, upon receipt of the proceeds of sale of the Series 2023 Bonds, shall take all steps necessary to refund all or a portion of the outstanding Series 2014 Bonds, as determined by the Authority at the time of sale of the Series 2023 Bonds.

2. Continuing Effectiveness of Financing Contract; Series 2023 Bonds Governed by Financing Contract. Except as amended by or expressly provided to the contrary in this Supplement, all of the provisions of the Financing Contract shall remain in full force and effect and shall apply with equal effect to the Series 2023 Bonds the same as though the provisions of this Supplement were fully set forth therein, it being understood that upon issuance of the Series 2023 Bonds, all or part of the Series 2014 Bonds will be defeased and the Series 2023 Bonds shall be substituted therefor and shall be outstanding in their place and stead. In furtherance of the foregoing, the Series 2023 Bonds shall be deemed to constitute "bonds" of the Authority as described in and as contemplated by the Financing Contract, and each reference in the Financing Contract to the "bonds" or to a "series of bonds" shall be construed as referring to, and shall be deemed to include, the Series 2023 Bonds.

Without limiting the foregoing, each Local Unit acknowledges and confirms its contractual obligation, as specified in Section 9 of the Financing Contract and in Exhibit B to the Financing Contract, and does hereby irrevocably covenant and agree, to pay to the Authority, in the manner and at the times required by the Financing Contract, (i) its share of each annual installment of principal coming due on the Series 2023 Bonds by maturity or mandatory redemption, and (ii) in addition to said principal installments, as accrued interest on the principal amount of the Series 2023 Bonds remaining unpaid, an amount sufficient to pay its share of all interest due on the Series 2023 Bonds on the next succeeding interest payment date for the Series 2023 Bonds. In addition to the foregoing, each Local Unit acknowledges and confirms its contractual obligation as provided in Exhibit B to the Financing Contract, and does hereby covenant and agree, to replenish the Debt Service Reserve Account in the manner specified in the Financing Contract in the event that the Authority is required to draw funds from the Debt Service Reserve Account due to such Local Unit's failure to pay any of its contractual obligations required by the Financing Contract, as supplemented by this Supplement. In the event that the City of Flint fails to fulfill its payment obligations under the Financing Contract, as supplemented by this Supplement, including the obligation of the City of Flint to pay its share of principal of and interest on the Series 2023 Bonds in accordance with the Financing Contract, as supplemented by this Supplement, the County of Genesee has irrevocably covenanted and agreed, and does hereby irrevocably covenant and agree, in accordance with Exhibit B of the Financing Contract, to make such missed payment within 15 days of being notified of the missed payment.

Pursuant to Section 10 of the Financing Contract and the authorization contained in Act 233, each Local Unit has irrevocably pledged its full faith and credit for the prompt and timely payment of its obligations pledged for payment of the bonds of the Authority issued pursuant to the Financing Contract. Each Local Unit hereby irrevocably pledges its full faith and credit for the prompt and timely payment of its obligations pledged for payment of the Series 2023 Bonds as expressed in the Financing Contract, as supplemented by this Supplement. Pursuant to such pledge, each Local Unit acknowledges and confirms its obligation, as specified in Section 10 of

the Financing Contract, as supplemented by this Supplement and does hereby irrevocably covenant and agree, to levy an ad valorem tax on all the taxable property in such Local Unit in an amount which, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay such obligations under the Financing Contract, as supplemented by this Supplement, becoming due before the time of the following year's tax collections. Such annual tax levies shall be subject to applicable constitutional, statutory and charter tax limitations. Nothing in the Financing Contract or in this Supplement shall be construed to prevent a Local Unit from using any, or any combination of, the means and methods provided in Section 7 of Act 233, as now or hereafter amended, for the purpose of providing funds to meet its obligations under the Financing Contract, as supplemented by this Supplement, and, if at the time of making the annual tax levy there shall be either funds on hand earmarked and set aside, or funds provided in the annual budget of the water supply system of the Local Unit, for the payment of the contractual obligations due prior to the next tax collection period, then such annual tax levy may be reduced by such amount.

Each Local Unit and the Authority covenants and agrees that it will comply with its respective duties and obligations under the terms of the Financing Contract, as supplemented by this Supplement, promptly at the times and in the manner therein set forth. The Authority shall be vested with all rights and remedies provided by the Financing Contract, as supplemented by this Supplement, and as otherwise provided by law or contract, to enforce the obligation of each Local Unit to make its payment obligations with respect to the Series 2023 Bonds in the manner and at the times required by the Financing Contract, as supplemented by this Supplement.

3. Surplus Proceeds. After payment of all costs of the Plan of Financing, any surplus remaining from the proceeds of sale of the Series 2023 Bonds shall be credited by the Authority toward the next payments due to the Authority by the Local Units under the Financing Contract, as supplemented by this Supplement, for the payment of debt service on the Series 2023 Bonds.

4. Binding Upon Successors. This Supplement shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

5. Effective Date of Supplement. This Supplement shall become effective upon (i) due authorization and approval by each Local Unit, (ii) due authorization and approval by the Board of the Authority and (iii) due execution by the authorized officers of each Local Unit and by the Chairman and Secretary of the Authority.

6. Counterparts. This Contract may be executed in several counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written

In the presence of :

KAREGNONDI WATER AUTHORITY

By _____

Its: Chairman

By _____

Its: Secretary

In the presence of :

CITY OF FLINT

By _____

Its: Mayor

By _____

Its: Clerk

In the presence of :

COUNTY OF GENESEE

By _____

Its: Chairperson, Board of Commissioners

By _____

Its: Clerk



CITY OF FLINT

**** STAFF REVIEW FORM ****

Effective: March 5, 2025

TODAY'S DATE: April 8, 2025

BID/PROPOSAL#

AGENDA ITEM TITLE: Third Quarter Budget Amendment DPW/ Utilities -Water Plant

PREPARED BY: Yolanda Gray

VENDOR NAME: DPW/Utilities Water Plant

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

Vendor Compliance (This vendor has been properly vetted and the responses are below):

Federal government	(All documentation current, no violations)	<input type="checkbox"/> YES	<input type="checkbox"/> NO
State government	(All documentation current, no violations)	<input type="checkbox"/> YES	<input type="checkbox"/> NO
City of Flint	(All documentation current, no violations)	<input type="checkbox"/> YES	<input type="checkbox"/> NO

The requesting authority is validating that this vendor has been in full compliance with all past contract provisions and has not violated the terms of any contract with the City of Flint.

Third quarter budget amend to request amendment to request additional funding for the DPW/Utilities Water Plant accounts from Water Fund Balance to cover necessary FY25 professional work agreements as required by the Department of Environmental , Great Lakes, and Energy (EGLE) and United States Environmental Protection Agency (EPA) . The requirements are hydraulic and risk and resiliency assessment studies. Additional funds are also being requested to pay legal professional fees.

PROCUREMENT (MUST BE SPECIFIED)

Please specify how this vendor was identified: (Check one)

- ☐ Sole Source (Please attach sole source statement to requisition)
- ☐ Competitive Bid Process (Please attach bid tabulation/documents to requisition)
- ☐ Cooperative Contract (MIDeal, Sourcwell, GSA, or other municipality)



CITY OF FLINT

**** STAFF REVIEW FORM ****

Effective: March 5, 2025

*Contract must be attached to your requisition and contract must appear on the vendor's quote for goods/services

[] (3) Quotes (please attach all quotes to your requisition)

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:

This budget amendment is necessary to protect the public health and provide control over the public water supply as mandated by the Department of Environment, Great Lakes, and Energy (EGLE).



CITY OF FLINT

**** STAFF REVIEW FORM ****

Effective: March 5, 2025

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
	Professional Legal Services	591-545.200-812.000		\$85,000.00
	Professional Engineering Services	591-545.200-801.000		\$125,000.00
		FY25 GRAND TOTAL		210,000.00

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:



CITY OF FLINT

** STAFF REVIEW FORM **

Effective: March 5, 2025

ACCOUNTING APPROVAL:

Yolanda Gray

Date:

4/8/25

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	Scott Dungee	
2	Yolanda Gray	
3		

STAFF RECOMMENDATION: (PLEASE SELECT):

☐

APPROVED

☐

NOT APPROVED

DEPARTMENT HEAD SIGNATURE:

Clyde D. Edwards / A0444

Clyde D. Edwards / A0444 (Apr 11, 2025 13:24 EDT)

(Name, Title)

ADMINISTRATION APPROVAL:

Clyde D. Edwards / A0444

Clyde D. Edwards / A0444 (Apr 11, 2025 13:24 EDT)

(for \$20,000 or above spending authorizations)



RESOLUTION NO.: 250 129-T
PRESENTED: 4-23-2025
ADOPTED: _____

RESOLUTION TO ENTER CONTRACT WITH SERVPRO FOR RESIDENTIAL FAÇADE IMPROVEMENTS PROVIDED TO FAMILIES PARTICIPATING IN THE CHOICE NEIGHBORHOOD CRITICAL COMMUNITY IMPROVEMENT PROGRAM

BY THE CITY ADMINISTRATOR:

WHEREAS, the City of Flint was awarded a \$30 million grant from the U.S. Department of Housing and Urban Development from the Choice Neighborhood Implementation (CNI) Grant program to revitalize the area surrounding Atherton East and South Flint, as well as the location of new proposed housing;

WHEREAS, the primary strategy of the City of Flint's CNI grant is to implement the approved Transformation Plan through the demolition and replacement of the obsolete Atherton East public housing development (Housing), implementation of several neighborhood strategies to revitalize the area (Neighborhoods), and ensuring that residents in the Choice Neighborhood areas are comprehensively assisted with improved access to basic services (People);

WHEREAS, SERVPRO was awarded the BID for the Residential Façade Improvements and has over 30 years of combined experience in the remodeling field, both inside and outside.

WHEREAS, SERVPRO's mission is to develop a team of quality people who focus on excellent service, fairness, and mutual respect.

WHEREAS, SERVPRO will enter a performance-based contract throughout seven months to complete property assessments, collaborate consultations with homeowners, as implementation of exterior improvements and repairs to include sourcing materials, overseeing construction, and adhering to HUD Choice regulatory standards for 17 properties.

Account Code	Description	Amount
296-704.801-801.00 FHUD18CHOICE	Professional Services: Residential Façade Improvements	\$801,334.36

IT IS RESOLVED that appropriate City Officials are authorized to do all things necessary to enter into a contract with SERVPRO in the amount not to exceed \$801,334.36.

Approved as to Form:

JoAnne Gurley
JoAnne Gurley (Apr 11, 2025 10:48 EDT)
Joanne Gurley, Chief Legal Officer

Approved as to Finance:

Phillip Moore
Phillip Moore (Apr 9, 2025 13:38 EDT)
Phillip Moore, Chief Financial Officer

For the City of Flint:

Clyde D. Edwards / A0440
Clyde D. Edwards / A0440 (Apr 11, 2025 13:13 EDT)
Clyde D. Edwards, City Administrator

Approved by Council:



CITY OF FLINT

**** STAFF REVIEW FORM ****

Effective: March 5, 2025

TODAY'S DATE: 03/21/2025

BID/PROPOSAL# P25-516/ 25000516

AGENDA ITEM TITLE: Resolution to enter contract with SERVPRO for Residential Façade Improvements provided to families participating in the Choice Neighborhood Critical Community Improvement Program

PREPARED BY: Mikesha Loring

VENDOR NAME: SERVPRO

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

Vendor Compliance (This vendor has been properly vetted and the responses are below):

Federal government	(All documentation current, no violations)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
State government	(All documentation current, no violations)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
City of Flint	(All documentation current, no violations)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

The requesting authority is validating that this vendor has been in full compliance with all past contract provisions and has not violated the terms of any contract with the City of Flint.

The purpose of this resolution is to award a contract to SERVPRO for the Choce Neighborhood Critical Community Improvement Residential Façade Improvement. SERVPRO was awarded the BID through the RFP process. Included in this process:

To provide exterior improvements to privately owned properties
Provide a detailed Scope of Work in collaboration with homeowners
Sourcing Materials and overseeing construction

All funds are restricted for use within the designated Choice Area only.

PROCUREMENT (MUST BE SPECIFIED)

Please specify how this vendor was identified: (Check one)

☐ Sole Source (Please attach sole source statement to requisition)

☒ Competitive Bid Process (Please attach bid tabulation/documents to requisition)



CITY OF FLINT

**** STAFF REVIEW FORM ****

Effective: March 5, 2025

☐ Cooperative Contract (MIDeal, Sourcewell, GSA, or other municipality)

*Contract must be attached to your requisition and contract must appear on the vendor's quote for goods/services

☐ (3) Quotes (please attach all quotes to your requisition)

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:

The residential façade program could benefit the City of Flint and its residents because it aligns and complements the City's ongoing development efforts in the Clark Commons area. The program is contributing to the city's long-term growth and development, improved visual appeal, enhanced curb appeal, improved living conditions, strengthening social relationships among residents, increase in property values, and attracting investment.

Section IV: FINANCIAL IMPLICATIONS:



CITY OF FLINT

**** STAFF REVIEW FORM ****

Effective: March 5, 2025

IF ARPA related Expenditure: N/A

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

EXPLAIN: N/A

All work must be completed, paid for, and drawn by 08/01/2025 and be compliant with all statutory and regulatory requirements as defined by the Choice Implementation Neighborhood Plan and grant-based accounting. Any expenditures incurred after 08/01/25 are not eligible to be reimbursed by HUD.

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

Dept.	Name of Account	Account Number	Grant Code	Amount
Business and Community Services	FHUD18CHOICE	296-704.801-801.000	FHUD18CHOICE	\$801,334.36
		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):

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



CITY OF FLINT

** STAFF REVIEW FORM **

Effective: March 5, 2025

ACCOUNTING APPROVAL: Carissa Dolson REQ 252010027 Date: 04/08/2025

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	Ashly Harris	Ext. 3002
2	Mikesha Loring	Ext 2004
3		

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

DEPARTMENT HEAD SIGNATURE:

[Signature] Chief Strategy Officer
(Name, Title)

ADMINISTRATION APPROVAL: CY2025
(for \$20,000 or above spending authorizations)



SEALED PROPOSALS RECEIVED IN THE DIVISION OF PURCHASES & SUPPLIES
Choice Residential Façade Program
Proposal 25000516
 Approximate Annual Quantities – Not Guaranteed
 Furnish as requested for the period 7/1/24 – 6/30/25

Bidder# 1: *Old World Construction*
Detroit, MI

	Percentage	Lump Sum
1. General Conditions	75%	\$483,750.00
2. Management Fee	10%	\$64,500.00
3. Insurance		\$29,025.00
4. Contingency	25%	\$161,250.00
Total Amount		\$738,525.00

Bidder# 2: *Servpro*
Flint, MI

	Percentage	Lump Sum
1. General Conditions	25%	\$161,250.00
2. Management Fee	3%	\$19,350.00
3. Insurance		\$15,000.00
4. Contingency	10%	\$64,500.00
Total Amount		\$260,100.00

Bidder# 3: *Beebe Construction*
Bay City, MI

A SPECIAL NOTE FROM THE PURCHASING DIVISION
Bid results posted are before evaluation team review and award recommendation.



	Percentage	Lump Sum
5. General Conditions	10%	\$64,500.00
6. Management Fee	10%	\$64,500.00
7. Insurance		\$25,000.00
8. Contingency	10%	\$64,500.00
Total Amount		\$218,500.00

VENDOR REQUIREMENT CHECKLIST

VENDOR NAME	ALL ITEMS BID	ADDITIONAL HARD COPY RECEIVED	ELECTRONIC BID SUBMITTED VIA EMAIL
Old World Construction	✓	✓	✓
ServPro	✓	X	✓
Beebe	✓	✓	✓

A SPECIAL NOTE FROM THE PURCHASING DIVISION

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



Department of Business and
Community Services



Sheldon Neeley
Mayor

Clyde Edwards
City Administrator

Good Standing Certification

Applicant and/or Business Clearance

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

APPLICANT NAME: _____

HOME ADDRESS: _____

DBA: JAD Operating Company ServPro of Northwest Genesee County

BUSINESS ADDRESS: 4250 Lennon Rd. Flint MI 48507

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

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

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

WATER DIV.	CURRENT	DELINQUENT	No debt in Name
PROPERTY TAXES DIV.	CURRENT	DELINQUENT	No debt in Name
INCOME TAX DIV.	CURRENT	DELINQUENT	} No debt in Name
ENFORCEMENT	CURRENT	DELINQUENT	

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

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

City of Flint DCED Representative and Date

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

DCED Staff Person and Date

Lesley Brown , 3/26/25
City of Flint Customer Serv. Representative and Date

LARA Corporations Online Filing System

Department of Licensing and Regulatory Affairs

ID Number: 802063536[Request certificate](#)[Return to Results](#)[New search](#)**Summary for:** JAD OPERATING COMPANY, LLC**The name of the DOMESTIC LIMITED LIABILITY COMPANY:** JAD OPERATING COMPANY, LLC**Entity type:** DOMESTIC LIMITED LIABILITY COMPANY**Identification Number:** 802063536 **Old ID Number:** F0891P**Date of Organization in Michigan:** 01/13/2017**Purpose:** All Purpose Clause**Term:** Perpetual**The name and address of the Resident Agent:**

Resident Agent Name: JOSHUA INGERSOLL

Street Address: 4250 LENNON RD

Apt/Suite/Other:

City: FLINT

State: MI

Zip Code: 48507

Registered Office Mailing address:

P.O. Box or Street Address: 4250 LENNON

Apt/Suite/Other:

City: FLINT

State: MI

Zip Code: 48507

Act Formed Under: 023-1993 Michigan Limited Liability Company Act**Managed By:**

Managers

[View Assumed Names for this Business Entity](#)**View filings for this business entity:**

ALL FILINGS
ANNUAL REPORT/ANNUAL STATEMENTS
CERTIFICATE OF CORRECTION
CERTIFICATE OF CHANGE OF REGISTERED OFFICE AND/OR RESIDENT AGENT
RESIGNATION OF RESIDENT AGENT
CERTIFICATE OF ASSUMED NAME


[View filings](#)**Comments or notes associated with this business entity:**

[LARA FOIA Process](#) [Transparency](#) [State Web Sites](#)

[Michigan.gov Home](#) [ADA](#) [Michigan News](#) [Policies](#)

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- Contracting
- Federal Assistance
- Entity Information
- Federal Hierarchy
- >

Sort by

Date Modified/Updated

Showing 1 - 1 of 1 results

JAD OPERATING COMPANY, LLC		ID Assigned	Entity
Unique Entity ID	Physical Address		Assigned Date
Z42RZLPH4989	4250 Lennon Rd, Flint, MI 48507 USA		Feb 14, 2025

page

< 1 of 1 >

results per page

25



Feedback

Our Website

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- Release Notes
- System Alerts

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- Freedom of Information Act
- Accessibility

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- Acquisition.gov
- USASpending.gov
- Grants.gov
- More Partners

Customer Service

- Help
- Check Entity Status
- Federal Service Desk
- External Resources
- Contact



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/27/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Security First Insurance Agency P.O. Box 321070 Flint MI 48532		CONTACT NAME: Suzanne Jacobs PHONE (A/C, No, Ext): (810) 732-5800 FAX (A/C, No): E-MAIL ADDRESS: SJacobs@teamsfi.net																									
INSURED One Team MVP, LLC, JAD Operating Co LLC DBA ServPro of NW Genesee County & Fenton, Servpro of Port Huron, ServPro of Eaton, Clinton & Gratiot Counties, ServPro of Lansing & Holt, 4250 Lennon Rd. Flint MI 48507		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A:</td><td>Capitol Specialty Insurance Corporation</td><td>NAIC #</td><td>10328</td></tr><tr><td>INSURER B:</td><td>Frankenmuth Mutual</td><td></td><td>13986</td></tr><tr><td>INSURER C:</td><td>Capitol Specialty Insurance Corporation</td><td></td><td>10328</td></tr><tr><td>INSURER D:</td><td>Midwest Employers Casualty Co</td><td></td><td>23612</td></tr><tr><td>INSURER E:</td><td></td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td><td></td></tr></table>		INSURER A:	Capitol Specialty Insurance Corporation	NAIC #	10328	INSURER B:	Frankenmuth Mutual		13986	INSURER C:	Capitol Specialty Insurance Corporation		10328	INSURER D:	Midwest Employers Casualty Co		23612	INSURER E:				INSURER F:			
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INSURER D:	Midwest Employers Casualty Co		23612																								
INSURER E:																											
INSURER F:																											

COVERAGES **CERTIFICATE NUMBER:** CL2522020141 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$2500 deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER Contractor Pollution Liability	Y	EV20190626-07	02/24/2025	02/24/2026	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 3,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 50,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 3,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 5,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 5,000,000</td></tr><tr><td>CPL - Each claim</td><td>\$ \$3M occ/\$5M Agg</td></tr></table>	EACH OCCURRENCE	\$ 3,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 3,000,000	GENERAL AGGREGATE	\$ 5,000,000	PRODUCTS - COMP/OP AGG	\$ 5,000,000	CPL - Each claim	\$ \$3M occ/\$5M Agg
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	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000																		
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PERSONAL & ADV INJURY	\$ 3,000,000																			
GENERAL AGGREGATE	\$ 5,000,000																			
PRODUCTS - COMP/OP AGG	\$ 5,000,000																			
CPL - Each claim	\$ \$3M occ/\$5M Agg																			
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		6677900	02/24/2025	02/24/2026	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$						
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	BODILY INJURY (Per accident)	\$																		
PROPERTY DAMAGE (Per accident)	\$																			
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		EX20190638-07	02/24/2025	02/24/2026	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 2,000,000</td></tr></table>	EACH OCCURRENCE	\$ 2,000,000	AGGREGATE	\$ 2,000,000										
	EACH OCCURRENCE	\$ 2,000,000																		
AGGREGATE	\$ 2,000,000																			
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A	N/A	SERVP6D	01/01/2025	12/31/2025	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER																				
E.L. EACH ACCIDENT	\$ 1,000,000																			
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																			
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																			
A	Professional Liability		EV20190626-07	02/24/2025	02/24/2026	Professional Liability \$1mil / \$2mil Aggr														


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named insureds continued: SERVPRO of Muskegon, SERVPRO of Allendale, SERVPRO of Greater Holland, SERVPRO of Lapeer, SERVPRO of Grand Blanc

Bailee's Liability limit is \$250,000, Bailee's in-transit limit is \$25,000 per form IM7550, IM7555 | \$1,000 deductible with Frankenmuth Insurance Co policy #6677902

CERTIFICATE HOLDER

CANCELLATION

City of Flint 1101 S. Saginaw St. Flint MI 48502	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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From: Mikesha Loring <mloring@cityofflint.com>

Sent: Thursday, April 10, 2025 9:33:28 AM

To: Terry Pickard <tpickard@servpro10647.com>

Subject: Residential Facade Improvement

Good Morning Terry,

Following up on our recent conversation regarding your BID proposal, I want to confirm that you're aware of the total budget amount, which is \$801,334.36. Of this total, \$645,000 is allocated specifically for the residential façade work. The remaining \$156,334.36 will be applied toward the management fee, replacing your original bid of \$260,000 for that portion.

Please let me know if you have any questions or need further clarification.

Mikesha Loring

Neighborhood Implementation Program Manager

City of Flint

Community Services

1101 S. Saginaw St. | Flint, MI 48502

1101 S. Saginaw St. | Flint, MI 48502

Office: 810-237-2004

Cell: 810-484-1172



Re: Residential Facade Improvement

External

Inbox x

**Terry Pickard**

to me

9:36 AM (1 minute ago)

Good morning, Mikesha,

Correct. Those are the numbers we have as well.
Our crews are ready to as soon as it is approved by council

Thank you and have a great day

Terry

Get [Outlook for iOS](#)

From: Mikesha Loring <mloring@cityofflint.com>

Sent: Thursday, April 10, 2025 9:33:28 AM

To: Terry Pickard <tpickard@servpro10647.com>

Subject: Residential Facade Improvement



RESOLUTION NO.: 250130-T

PRESENTED: 4-23-2025

ADOPTED: _____

**RESOLUTION AUTHORIZING A SUBSTANTIAL AMENDMENT TO THE CITY OF
FLINT'S HOME-AMERICAN RESCUE PLAN (ARP) FUNDING GRANT**

BY THE MAYOR:

WHEREAS, the City was awarded grant funding in the amount of \$3,244,570.00 from the U;S Department of Housing and Urban Development(HUD) on April 13, 2023 for HOME-ARP program to address the housing needs of very specific qualifying populations: and

WHEREAS, through planning and community engagement, the City developed a HOME-ARP Allocation Plan and submitted its Plan to HUD on March 24, 2023, and HUD notified the City on April 13, 2023 that its Allocation Plan (Grant #M21-MP260204) was approved; and

WHEREAS, the City council has already shown its commitment to this initiative by previously approving and accepting a portion of this grant in the amount of \$162,228.50 on December 21, 2021, via Resolution 210591; and

WHEREAS, the City of Flint along with the Continuum of Care (COC) conducted a thorough and competitive RFP process to identify the most effective proposals that provides funding for critical Tenant Based Rental Assistance (TBRA), Affordable Housing Rentals, Supportive Services and Nonprofit Operating and Capacity Building, which resulted in a revised budget specifically increasing the funding in Tenant Based Rental Assistance and Supportive Services categories that will provide immediate relief to residents in need; and

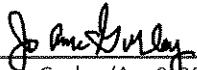
WHEREAS, through the selection process the City has identified qualified subrecipients agencies with proven track records to use these funds timely and eligibly listed below.

City of Flint Administration/Planning	\$486,685.00
Catholic Charities	\$311,500.00
Center for Higher Education Achievement	\$309,400.00
Shelter of Flint	\$160,000.00
Wellness Services	\$147,000.00
City of Flint/Housing Commission or its Non Profit -Scattered Site Program	\$1,829,985.00
TOTAL HOME ARP	\$3,244,570.00

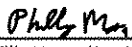
Account Name	Account Number	Grant Code	Amount
HOMEARP Revenue Accct.	282-735.999-530.000	FHUD-HOMEARP	3,244,570.00
Administration Flint (HOMEARP)	282-735.000-702.010	FHUD-HOMEARP	486,685.00
Catholic Charities – TBRA	282-735.301-805.507	FHUD-HOMEARP	311,500.00
CHEA – Rental Housing	282-735.302-805.507	FHUD-HOMEARP	309,400.00
Shelter of Flint– Supportive Services	282-735.480-805.507	FHUD-HOMEARP	160,000.00
Wellness Services – Supportive Services, TBRA	282-735.611-805.507	FHUD-HOMEARP	147,000.00
City of Flint - Scattered Site Program	282-735.103-805.507	FHUD-HOMEARP	1,829,985.00
Total		FHUD-HOMEARP	\$3,244,570.00

IT IS RESOLVED that the appropriate City Officials are hereby authorized to do all things necessary including completing budget amendments to enter into contracts and memorandums of understanding for the agencies listed above for the City's HOME-ARP Grant in the amount of \$3,244,570, in appropriate accounts and as long as funds remain available.


APPROVED AS TO FORM:


 JoAnne Gurley (Apr 9, 2025 14:10 EDT)
JoAnne Gurley
 City Attorney

APPROVED AS TO FINANCE:


 Phillip Moore (Apr 8, 2025 14:31 EDT)
Phillip Moore
 Chief Financial Officer

ADMINISTRATION:


 Clyde D. Edwards (Apr 9, 2025 15:15 EDT)
Clyde Edwards
 City Administrator

CITY COUNCIL:

City Council President



CITY OF FLINT

**** STAFF REVIEW FORM ****

Effective: March 5, 2025

TODAY'S DATE: 3/18/2025

BID/PROPOSAL# N/A

AGENDA ITEM TITLE: SUBSTANTIAL AMENDMENT TO THE CITY OF FLINTS HOME-ARP PLAN

PREPARED BY: ASHLY HARRIS

VENDOR NAME: VARIOUS

Section I: BACKGROUND/SUMMARY OF PROPOSED ACTION:

Vendor Compliance (This vendor has been properly vetted and the responses are below):

Federal government	(All documentation current, no violations)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
State government	(All documentation current, no violations)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
City of Flint	(All documentation current, no violations)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

The requesting authority is validating that this vendor has been in full compliance with all past contract provisions and has not violated the terms of any contract with the City of Flint.

The city of Flint has been allocated \$3,244,570 through the HOMEARP (Home Investment Partnerships American Rescue Plan) program to address housing instability and the needs of vulnerable populations in the area. In response to the COVID-19 pandemic, these funds provide assistance to individuals experiencing homelessness, those at risk of homelessness, and other marginalized groups. Flint will focus its efforts on Tenant-Based Rental Assistance(TBRA), Supportive Services, and increasing the availability of affordable rental housing. All sub-recipients selected through this grant have been vetted and have proven tract records that they can complete the work outlined below.

PROCUREMENT (MUST BE SPECIFIED)

Please specify how this vendor was identified: (Check one)

- ☐ Sole Source (Please attach sole source statement to requisition)
☒ Competitive Bid Process (Please attach bid tabulation/documents to requisition)

Pursuant to HOME-ARP grant requirements, allocated entities aren't procured. Rather, entities are selected during an arduous process including citizen participation, meetings with stakeholders and evaluation of risks and project viability.

- ☐ Cooperative Contract (MIDeal, Sourcewell, GSA, or other municipality)

*Contract must be attached to your requisition and contract must appear on the vendor's quote for goods/services

- ☐ (3) Quotes (please attach all quotes to your requisition)



CITY OF FLINT

**** STAFF REVIEW FORM ****

Effective: March 5, 2025

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	279-733.482-805.101	2025	\$143,932.40	\$9,200	240246.1
2024	101-612.006-801.000	2025	\$140,000.00	\$0.00	240246.1
2024	279-737.284-805.109	2025	\$70,000.00	\$65,000	240246.1

Catholic Charities, Shelter of Flint and CHEA all have yearly standing contracts with the City for similar services and a history of completing projects that are aligned with HOME-ARP eligible activities. These sub-recipients also have a history of submitting payment request on time and submitting documentation when requested from the City. Above shows most current contracts recently awarded.

Section III.

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

Catholic Charities - Tenant Based Rental Assistance (TBRA): The City of Flint allocates \$290,000 over three years to Catholic Charities for TBRA, including \$42,500 for security deposits and \$247,500 for rental assistance. This initiative provides housing aid to the four qualifying populations under HOME-ARP, offering flexibility by attaching assistance to households. This funding aims to reduce homelessness through direct support to vulnerable households.

Center for Higher Education Achievement- Affordable Housing Renovations: The City commits \$288,000 to CHEA for renovating four houses over three years, two in the first year and 2 in the second year. CHEA will manage renovations, providing affordable rental housing for qualified populations as per HOME-ARP guidelines. This project ensures stable housing for Flint's vulnerable populations.

Shelter of Flint -Supportive Services The City approves \$100,000 over three years to Shelter of Flint for supportive services, including \$37,500 for food pantries and \$62,500 for moving cost. These services support the transition from shelter to permanent housing, offering critical resources to maintain housing stability. Additional funds support planning for a new shelter facility to address local needs.

Wellness Services -TBRA and Supportive Services \$135,000 is approved, allocating \$5,000 for rental applications, \$50,000 for security deposits, and \$80,000 for rental arrears, this funding supports housing stability for vulnerable populations.

City of Flint Rehabilitation Initiative: In collaboration with the Flint Housing Commission and its non profit, the City invest \$1,689,9895 to rehabilitate up to 40 rental homes on Flint's north side. Each home will be renovated to offer safe, affordable housing to qualifying populations. This project revitalizes neighborhoods and supports stability for Flint's most vulnerable residents.



CITY OF FLINT

**** STAFF REVIEW FORM ****

Effective: March 5, 2025

Section IV: FINANCIAL IMPLICATIONS: CFDA 21.017 statutes and regulatory guidance applicable.
All subrecipient agreements pass on grant requirements.
Grant expires 9/30/2030

IF ARPA related Expenditure: No

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:

Account Name	Account Number	Grant Code	Amount
HOMEARP Revenue Acct.	282-735.999-530.000	FHUD-HOMEARP	\$3,244,570.00
Administration (HOMEARP)	282-735.000-702.010	FHUD-HOMEARP	486,685.00
Catholic Charities – TBRA	282-735.301-805.507	FHUD-HOMEARP	311,500.00
CHEA – Rental Housing	282-735.302-805.507	FHUD-HOMEARP	309,400.00
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City of Flint - Scattered Site Program	282-735.103-805.507	FHUD-HOMEARP	1,829,985.00
Total		FHUD-HOMEARP	\$3,244,570.00

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 \$1,115,670.59

BUDGET YEAR 2 \$1,115,670.59

BUDGET YEAR 3 \$1,115,670.59

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

PRE-ENCUMBERED? YES ☐ NO ☒ REQUISITION NO:



CITY OF FLINT

**** STAFF REVIEW FORM ****

Effective: March 5, 2025

ACCOUNTING APPROVAL: Carissa Dotson Date: _____

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)

	<u>NAME</u>	<u>PHONE NUMBER</u>
1	Ashly Harris	(810)766-7426 ext 3002
2		
3		

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

DEPARTMENT HEAD SIGNATURE: Ashly Harris
(Name, Title)

ADMINISTRATION APPROVAL: Clyde D Edwards (Mar 27, 2025 10:35 EDT)
(for \$20,000 or above spending authorizations)

HOME ARP Grant Agreement

Title II of the Cranston-Gonzalez National Affordable Housing Act
Assistance Listings #14.239 - HOME Investment Partnerships Program

1. Grantee Name and Address Flint 1101 South Saginaw Street Flint, MI 48502-0000	2. Grant Number (Federal Award Identification Number (FAIN)) M21-MP260204	
	3a. Tax Identification Number 386004611	3b. Unique Entity Identifier (formerly DUNS) 072780067
	4. Appropriation Number 861/50205	5. Budget Period Start and End Date FY 2021 - 09/30/2030

6. Previous Obligation (Enter "0" for initial FY allocation)	\$0
a. Formula Funds	\$

7. Current Transaction (+ or -)	\$3,244,570.00
a. Administrative and Planning Funds Available on Federal Award Date	\$162,228.50
b. Balance of Administrative and Planning Funds	\$324,457.00
c. Balance of Formula Funds	\$2,757,884.50

8. Revised Obligation	\$
a. Formula Funds	\$

9. Special Conditions (check applicable box) <input type="checkbox"/> Not applicable <input type="checkbox"/> Attached	10. Federal Award Date (HUD Official's Signature Date) 09/20/2021
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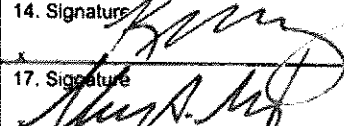

11. Indirect Cost Rate*	12. Period of Performance Date in Box #10 - 09/30/2030															
<table border="1"> <thead> <tr> <th>Administering Agency/Dept.</th> <th>Indirect Cost Rate</th> <th>Direct Cost Base</th> </tr> </thead> <tbody> <tr><td>---</td><td>---</td><td>---</td></tr> <tr><td>---</td><td>---</td><td>---</td></tr> <tr><td>---</td><td>---</td><td>---</td></tr> <tr><td>---</td><td>---</td><td>---</td></tr> </tbody> </table>	Administering Agency/Dept.	Indirect Cost Rate	Direct Cost Base	---	---	---	---	---	---	---	---	---	---	---	---	<p>* If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.</p>
Administering Agency/Dept.	Indirect Cost Rate	Direct Cost Base														
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The HOME-ARP Grant Agreement (the "Agreement") between the Department of Housing and Urban Development (HUD) and the Grantee is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.) and Section 3205 of the American Rescue Plan (P.L. 117-2) (ARP). HUD regulations at 24 CFR part 92 (as may be amended from time to time), the CPD Notice entitled "Requirements for the Use of Funds in the HOME-American Rescue Plan Program" (HOME-ARP Implementation Notice), the Grantee's HOME-ARP allocation plan (as of the date of HUD's approval), and this HOME-ARP Grant Agreement, form HUD-40093a, including any special conditions (in accordance with 2 CFR 200.208), constitute part of this Agreement. HUD's payment of funds under this Agreement is subject to the Grantee's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502 and the HOME-ARP Implementation Notice. To the extent authorized by HUD regulations at 24 CFR part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Grantee without the Grantee's execution of the amendment or other consent. The Grantee agrees that funds invested in HOME-ARP activities under the HOME-ARP Implementation Notice are repayable in accordance with the requirements of the HOME-ARP Implementation Notice. The Grantee agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58, as well as the HOME-ARP Implementation Notice.

The Grantee must comply with the applicable requirements at 2 CFR part 200, as amended, that are incorporated by the program regulations and the HOME-ARP Implementation Notice, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the program regulations or HOME-ARP Implementation Notice, activities carried out under the grant after the effective date of the 2 CFR part 200 amendments will be governed by the 2 CFR part 200 requirements, as replaced or renumbered by the part 200 amendments.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix I to 2 CFR part 200, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

Funds remaining in the grantee's Treasury account after the end of the budget period will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552, the Grantee shall not incur any obligations to be paid with such assistance after the end of the Budget Period.

13. For the U.S. Department of HUD (Name and Title of Authorized Official) Keith E. Hernández, CPD Director	14. Signature 	15. Date 09/21/2021
16. For the Grantee (Name and Title of Authorized Official)	17. Signature 	18. Date 9/22/21

19. Check one: ☒ Initial Agreement ☐ Amendment #

20. Funding Information: HOME ARP
Source of Funds Appropriation Code PAS Code Amount
2021 861/50205 HMX \$3,244,570.00

21. Additional Requirements: These additional requirements are attached and incorporated into this Agreement. The Grantee agrees to these additional requirements on the use of the funds in 7., as may be amended from time to time by the Secretary.

- a) As of the Federal Award Date, the Grantee may use up to the amount identified in 7.a. of this Agreement for eligible administrative and planning costs in accordance with the HOME-ARP Implementation Notice.
- b) Until the date of HUD's acceptance of the Grantee's HOME-ARP allocation plan, the Grantee agrees that it will not obligate or expend any funds for non-administrative and planning costs, in accordance with the HOME-ARP Implementation Notice.
- c) In accordance with the HOME-ARP Implementation Notice, as of the date of acceptance by HUD of the Grantee's HOME-ARP allocation plan, HUD shall make the amount identified in line 7. of this Agreement available to the Grantee.
- d) If the Grantee does not submit a HOME-ARP allocation plan or if the Grantee's HOME-ARP allocation plan is not accepted within a reasonable period of time, as determined by HUD, the Grantee agrees that all costs incurred and HOME-ARP funds expended by the Grantee will be ineligible costs and will be repaid with non-Federal funds.

22. Special Conditions



RESOLUTION NO.: 250131-T
PRESENTED: 4-23-2025
ADOPTED: _____

BY THE MAYOR:

**RESOLUTION RECOGNIZING PREVAILING WAGE STANDARDS FOR
CITY-FUNDED CONSTRUCTION PROJECTS**

WHEREAS, Michigan Public Act 10 of 2023 in part requires that contractors and subcontractors shall pay to its construction mechanics prevailing wages and fringe benefits for State of Michigan construction projects; and

WHEREAS, the Davis-Bacon Act (DBA) was enacted by Congress on March 3, 1931, mandates that federal contracts over \$2,000 for the construction, alteration, and/or repair of public buildings or public works shall contain a clause setting forth the minimum wages to be paid to various classifications of laborers and mechanics; and

WHEREAS, a local municipality may award a contract to a successful bidder who employs construction mechanics and subcontractors and voluntarily pays prevailing wages on city-funded projects; and

WHEREAS, providing prevailing wages and benefits can stabilize the local workforce and enhance a community because of the increased compensation; and

WHEREAS, the City of Flint acknowledges that it is in the best interest of the City to award successful bidders who voluntarily pay their subcontractors and construction mechanics the established prevailing wage and fringe benefits on local construction projects.

THEREFORE, IT IS RESOLVED that to stabilize the local workforce and enhance the community, the City of Flint may preferentially award construction contracts to successful bidders, to the extent provided by law, that pay their subcontractors and construction mechanics not less than the prevailing wage rates and fringe benefits, on city projects.

FOR THE CITY:

Sheldon A. Neeley, Mayor

Clyde Edwards, City Administrator

APPROVED AS TO FINANCE:

Phillip Moore, Chief Financial Officer

FOR CITY COUNCIL:

City Council

APPROVED AS TO FORM:

JoAnne Gurley, City Attorney