



City of Flint, Michigan

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

Meeting Agenda – FINAL Monday, August 11, 2025 4:30 PM

City Council Chambers

SPECIAL AFFAIRS COMMITTEE

Candice Mushatt, Vice President, Ward 7

Leon El-Alamin, Ward 1

VACANT, Ward 3

Jerri Winfrey-Carter, Ward 5

Dennis Pfeiffer, Ward 8

Ladel Lewis, Ward 2

Judy Priestley, Ward 4

Tonya Burns, Ward 6

Jonathan Jarrett, Ward 9

Davina Donahue, City Clerk

ROLL CALL

READING OF DISORDERLY PERSONS CITY CODE SUBSECTION

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

REQUEST FOR AGENDA CHANGES/ADDITIONS

PUBLIC COMMENT

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

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

COUNCIL RESPONSE

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

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

250198-T Contract/Fleis & Vanderbrink/Water Asset Management/Water Reliability Plan/Department of Public Works (DPW) Water Division

Resolution resolving that the appropriate City Officials are authorized to enter into a contract with Fleis & Vanderbrink for a Water Asset Management and Water Reliability Plan, as ordered by EGLE [Michigan Department of Environment, Great Lakes, and Energy], in an amount NOT-TO-EXCEED \$136,000.00. [NOTE: This plan is a requirement of the City of Flint's Administrative Consent Order (ACO) with the EGLE.]

250223-T Grant Acceptance/Financial Recovery Technical Assistance/C.S. Mott Foundation

Resolution resolving that the appropriate City Officials are authorized to accept the Charles Stewart Mott Foundation Grant, amend the FY26 budget, appropriate funding for future fiscal years for as long as the funds are available from the funder, and abide by the terms and conditions of the grant, in the amount of \$750,000.00, to Grant Budget Code LCSM-FRTA-25. [NOTE: These funds will be used to provide operational and staff support.]

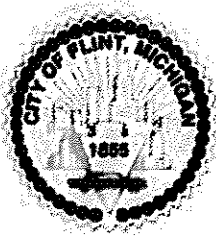
250248-T Consumers Energy/Electric Facilities Easement/2301 University Avenue

Resolution resolving that the Flint City Council approves the Easement for Electric Facilities between the City of Flint and Consumers Energy Company (Agreement #MI00000084096), granting an easement for electric facilities at 2301 University Avenue. [NOTE: The easement is necessary for Consumers Energy to relocate the power to the Third Avenue Pump Station. The relocation is required to allow the construction of the addition to the Third Avenue Pump Station that is part of the ongoing force main project.]

250249-T Consumers Energy/Electric Facilities Easement/Parcel No. 41-19-401-024

Resolution resolving that the Flint City Council approves the Easement for Electric Facilities between the City of Flint and Consumers Energy Company (Agreement# MI00000083214), granting an easement for electric facilities on a parcel owned by the City [Parcel ID: 41-19-401-024]. [NOTE: The easement is necessary for Consumers Energy to relocate an existing high voltage line to accommodate planned improvements to Interstate 475. This will allow Consumers Energy to move the existing line to exit the south side of the parcel and to install guy wires to secure the existing pole.]

ADJOURNMENT



RESOLUTION NO.: **250198-T**

PRESENTED: **6-18-2025**

ADOPTED: _____

BY THE CITY ADMINISTRATOR:

WHEREAS, the Department of Finance solicited proposals (#25000521) for an asset management and water reliability plan for the Department of Public Works Water Division as required of the City of Flint's Administrative Consent Order (ACO) with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) .

WHEREAS, there were four (4) responsive bidders and Fleis & Vanderbrink was the most qualified bidder with a proposed price not to exceed \$136,000.00. Funding for said services will come from 591-540.202-801.000 and 591-545.200-801.000.

Account Number	Account Name/ Grant Code	Amount
591-545.200-801.000	Professional Services	\$118,000.00
591-540.202-801.000	Professional Services	\$18,000.00
	FY 2025 TOTAL	\$136,000.00

BE IT RESOLVED, That the Appropriate City Officials, upon City Council's approval, are hereby authorized to enter into a contract with Fleis & Vanderbrink for a water asset management and water reliability plan as ordered by EGLE, in an amount **NOT-TO-EXCEED \$136,000.00**

APPROVED AS TO FORM:

JoAnne Gurley
JoAnne Gurley (May 16, 2025 14:02 EDT)
JoAnne Gurley, Chief Legal Officer

APPROVED AS TO FINANCE:

Philip Moore
Philip Moore (May 16, 2025 17:27 EDT)
Philip Moore, Chief Financial Officer

FOR THE CITY OF FLINT:

Clyde D. Edwards / A0468
Clyde D. Edwards / A0468 (May 19, 2025 16:40 EDT)
Clyde Edwards, City Administrator

APPROVED BY CITY COUNCIL:



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

TODAY'S DATE: May 6, 2025

BID/PROPOSAL# 25000521

AGENDA ITEM TITLE: Asset Management and Water Reliability Plan

PREPARED BY: Yolanda Gray

VENDOR NAME: Fleis & Vanderbrink

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 checked="" 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.

The Michigan Department of Environment, Great Lakes and Energy (EGLE) has required the City of Flint Department of Public Works Water Division to complete an asset management and water reliability plan. There were four (4) responsive bidders with Fleis & Vanderbrink being the most qualified bidder at a contract price not to exceed \$136,000.00

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, 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



CITY OF FLINT
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Fiscal Year	Account	FY GL Allocation	FY PO Amount	FY Expensed	Resolution

This is the first contract for the purpose of an asset management and water reliability study.

Section III:

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

Said services will provide value of all assets and provide a proper water rate.

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:



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Dept.	Name of Account	Account Number	Grant Code	Amount
	Professional Services	591-545.200-801.000		\$118,000.00
	Professional Services	591-545.202-801.000		\$18,000.00
		FY25 GRAND TOTAL		\$136,000.00

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:

Volanda Gray
ACCOUNTING REVIEW

Date: _____

Volanda Gray (May 7, 2025 10:47 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
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	<u>NAME</u>	<u>PHONE NUMBER</u>
1	Scott Dungee	
2		
3		

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

DEPARTMENT HEAD SIGNATURE: Scott Dungee
Scott Dungee (May 7, 2025 12:58 EDT)
(Name, Title)

ADMINISTRATION APPROVAL: CDE
Clyde D. Edwards (May 7, 2025 12:23 EDT)
(for \$20,000 or above spending authorizations)

REQUEST FOR PROPOSAL

RFP

Water System Asset Management Plan and Water Reliability Study for the City of Flint

Introduction

The City of Flint, Finance Department—Division of Purchases & Supplies, is seeking a qualified engineering firm to develop an Asset Management Plan (AMP) and Water Reliability Study for the water treatment plant (WTP), reservoirs, pump stations, booster station and distribution system that meets the State of Michigan, Environment, Great Lakes, and Energy's (EGLE) requirements. Below is a description of the water system and background of the AMP efforts at the City of Flint (City); the scope of work that includes a description of the requirements for an AMP and Water Reliability Study; the project goals; and the proposal format and evaluation/selection criteria.

Background

The City of Flint operates a public water system which supplies drinking water to a population of over 80,252 through 582 miles of distribution mains. The system supplies an average of 13.2 million gallons per day (MGD). It is estimated that the City of Flint's first water distribution pipelines were installed as early as 1912. The City currently purchases finished water from Great Lakes Water Authority (GLWA), boosting the concentration of chlorine and orthophosphate for corrosion control and adjusting the PH, prior to distribution. The City also owns and operates the Flint Water Treatment Plant (WTP), which was originally constructed in 1952 and renovated in 2014. Four pump stations, Pump Station #4, Cedar Street, Torrey Road, West Side Avenue Pump Stations were constructed in 1948, 1948, 1948, and 1972, respectively. The City maintains five water storage facilities (Cedar Street, Dort, and West Side Reservoirs, Clear Well #4, and WTP Elevated Storage Tank).

In 2008, the City of Flint Water System Review (Michigan Department of Environmental Quality (MDEQ) 2008) cited many key improvements necessary to the water supply, including the recommendation to develop an Asset Management System. The City embarked on asset management activities including field verification of hydrants and valves, the development of a GIS-based model, the development of a replacement program for assets more than fifty years old, and various assessments of pumping and treatment facilities. In 2017, an extensive Asset Management Plan was completed by Arcadis and funded through the federal WINN Grants. This process was guided by EGLE and the Environmental Protection Agency (EPA). This AMP included an assessment of the GIS data gaps. The water mains were linked to the hydraulic model and the GIS network structures were populated based on the hydraulic model for the system including tanks, reservoirs, and pumps. Water main asset installation dates were also added to the GIS. For vertical assets, there was a specific level of detail that was defined for mechanical, electrical, HVAC, and structural assets to determine how these would be tracked.

Since this AMP was developed and submitted in 2017, the City has completed a number of capital projects to the water system including:

1. In 2021, 5.8 miles of 36" ductile iron pipe was laid down to make up the City's first option for a secondary water supply source from Genesee County Drain Commission and Water; this back up water supply replaced using the Flint River as a backup water supply.
2. In 2022, a new Chemical Feed Building was added to the WTP to establish 24-7 chemical feeding of three primary chemicals that are required by EGLE to meet the safe drinking water act 399 compliance standards.
 - a. Phosphoric Acid (75%)
 - b. Sodium Hypochlorite (12.5%)
 - c. Sodium Hydroxide (25%)
3. In 2020, the 20-million-gallon Dort reservoir was completely restored and put back in service.
4. In 2023, the Dort pump station was completely restored and re-designed to meet demands of 15 MGD firm capacity.
5. In 2020, five new water quality panels were installed at various locations throughout the distribution system to monitor the water quality.
6. In 2022, the 2-million-gallon elevated tower was fully restored inside and out and several upgrades were done to increase the integrity of the tower to include 24" air gaps on the overflow and drain.
7. Currently, Baxter & Potter GLWA control station is under restoration design and will be replaced in 2026.
8. Currently, the Torrey Road booster station is undergoing a survey to determine its future design.
9. Currently, the 20-million-gallon Cedar Street reservoir is undergoing a complete restoration and will be finished by February of 2025.
10. Currently, the Cedar Street pump station is undergoing a full restoration which will incorporate three new VFD pumps with a firm capacity of 7 MGD. This project will be completed by March 2026.

Scope of Work

Asset Management Plan

The MDEQ Guidance, linked below, requires five core components to an AMP: Asset Inventory, Level of Service, Critical Assets, Revenue Structure, and Capital Improvement Project Plan. The AM Program Review Checklist provides specific details as to what information should be included in each section. In addition to meeting these minimum requirements, the AMP should consider other best practices, such as: Asset Management Guidance and Best Practices (USEPA 2008); Asset Management Systems Requirements and Guidelines for the Application of ISO 55000-2 (International Organization for Standardization 2014); International Infrastructure Management Manual (IIMM 2015); IAM Anatomy of Asset Management (Institute of Asset Management 2015).

The Engineering Firm must follow the Safe Drinking Water Act (SDWA) Rule 1606 (R 325.11606): **Community water supplies; additional general plan requirements; asset management program; capital improvements plan. Community Water supplies shall include in the general plan each of the following and meet the requirements listed below.**

- Meets the criteria established within the MDEQ Asset Management Program Checklist and Asset Management Guidance for Water Systems:
https://www.michigan.gov/egle/about/organization/drinking_water_and_environmental_health/community-water-supply/asset-management.
- Includes the following core components: Asset Inventory, Level of Service, Critical Assets, Capital Improvement Project Plan, and Revenue Structure
- A summary describing the method used to assess the criticality of assets considering the likely hood and consequence of failure.
- Addresses all assets related to potable water distribution, pumping, and storage assets maintained by the City's Department of Public Works - Water Service Center and Water Treatment Plant divisions
- A capital improvements plan that identifies waterworks system needs for 5-year and 20-year planning periods.
- Contains a schedule for the development and implementation of an AM Program that can be achieved in 3-5 years
- A summary detailing the funding structure and rate methodology that needs to be incorporated into the AMP plus provides sufficient resources to implement the asset management program.

Water Reliability Study

The purpose of this study is to satisfy the requirements of the Michigan Department of Environment, Great Lakes and Energy (EGLE) Michigan Safe Drinking Water Act (SDWA), and the Rules promulgated pursuant to the Act (P.A. 399 of 1976, as amended). Part 12 of the Rules indicates that Type 1 water suppliers (community supply) are required to conduct a reliability study every five (5) years to determine the adequacy of the system to meet the water demands at a certain pressure. The previous water reliability study for the City of Flint was completed in 2016. The Michigan Department of Environmental Quality (MDEQ) requested that the City's reliability study be updated once again in 2025. The principal elements of this Reliability Study, which provide the requirements to satisfy Part 12 of Michigan's Safe Drinking Water Act (SDWA), include the following:

1. Study of Water Supply Requirements
 - a. Basic planning data, including current population, number of service connections,
 - b. and equivalent residential units.
 - c. Present, 5-Year and 20-Year projected average daily, maximum daily and peak hour demands.
 - d. Present, 5-Year and 20-Year projected fire flow demands.
 - e. Basis of demand projections.
 - f. Water shortage response plan for emergencies.
2. Required Capacity of Waterworks System
 - a. Rated capacity from the treatment system.
 - b. Finished water storage capacity in excess of the established normal waterworks system requirements.

3. Interruption of Power Service
4. Interruption in Water Service to Distribution System

The scope of this study will include analyzing the water system's response to current and estimated future water and firefighting demands, as well as supply and storage requirements within the service area. The City is currently conducting a Hydraulic Study for the water system that can be used for the Water Reliability Study. The planning period for this system evaluation includes current, five year (year 2030), and twenty-year (year 2045) demand projections. The year 2025 is anticipated as a planning year and projects presented in the five-year plan are estimated to commence in 2026. Previous studies have included the following components:

- Evaluation of historical trends of population growth, development, service area expansion, and water use.
- Projection of future population, service area, and water requirements.
- Evaluation of existing facilities.
- Identification of recommended upgrades.

Project Goals

Establish a strategic and proactive program for management of the WTP, pump stations, and reservoirs that shall:

1. Enable staff to update asset inventory, and record and update existing conditions of assets in each system.
2. Optimize existing operations and maintenance procedures and provide this in a format that will allow for later integration with a computerized maintenance management system (CMMS).
3. Optimize use of available capital investment dollars and identify resources needs (e.g., equipment, staffing, funding, technology).
4. The final report must include the complete set of asset data that is digitally stored and formatted so that it will integrate with a CMMS such as Antero, which is currently in use at the City's Water Pollution Control.
5. The final reports must be done by December 31, 2025

PROPOSAL FORMAT AND EVALUATION/SELECTION CRITERIA

QBS will be the method used for selection. Proposals shall contain a clear, accurate, and detailed description of the scope of work, technical requirements, and the consultant's qualifications necessary for the service to be rendered. It should detail the services to be performed, deliverables to be provided, estimated schedule for the performance of the work, and applicable standards, specifications, and policies. Proposals should be prepared economically using 11-point font and single-sided paper. Each proposal should have one original bound proposal, one unbound copy, and one electronic flash drive copy. All cost proposal sheets should be in a sealed envelope within the sealed proposal envelope. The inside envelope shall have the name of the project and the name of the firm with the address and indicate that the bid prices are within on the outside of the envelope. All not-to-exceed costs are to be included in the bid. All mileage, equipment, testing, surveying, and any sub-contractor's costs shall be part of the not to exceed bid price.

Respondents should organize proposals into the following sections:

A. Title Page and Table of Contents All pages to be numbered and shown in the Table of Contents (pages 1 and 2)

B. Professional Qualifications –

1. State the full name and address of your organization and the office location where work will be performed. Include the history of the firm and the types of engineering services provided. Identify the technical details that make the firm uniquely qualified for this project. (Title this section B1. Firms History)
2. Include your organization chart with the names of the key personnel by skill and qualifications that will be employed in this project study. Show where the personnel will be physically located during the time, they are engaged in this project study. (Title this section B2. Organization Chart)
3. For each of the personnel Identify in Section B2 and any other individuals you consider key to the success of this project. Provide resumes (2-page maximum) including surveyors and any sub-consultant(s). (Title this section B3. Professional Qualifications)

C. Past Involvement with Similar Projects –

1. Provide a minimum of 2 projects that showcase a similar experience to the project being proposed. The related projects must have been completed in the last 10 years. The projects should show your Firm's proven ability to develop cost and detailed study. (Title this section (C1. Similar Projects)
2. On each of the above-related projects:
 - a) Give the size and the scope of the project.
 - b) Show the date that the project's design started.
 - c) Show the proposed design completion date.
 - d) Show the date that the actual study was completed.
 - e) Show the original estimated cost for the project.
 - f) Show the finished bid cost for construction.
 - g) Show the key personnel of the two projects and what their role was.
 - h) Bold type or underline the key personnel of these projects that will be working on our project.
 - i) Please explain the reasons if projects were over or under 10% of the engineer's estimate at the study stage. If all projects came in on cost indicate this.
3. Provide a list of two (2) references for similar project studies including their contact's name, agency, telephone number, and email address. (Title this section C2. References)

D. Project Challenges-

1. What do you see as the biggest challenges for completing the engineering study for this Project? How will your company overcome these challenges? (Title this section D1. Challenges)
2. How will the engineering firm make sure the City of Flint knows the best path to follow for re-building or replacing the booster pump station? (Title this section D2. Best Outcome)
3. How will the engineering firm make sure the City of Flint knows the best path to follow for re-building or replacing the booster pump station? (Title this section D2. Best Outcome)"
4. How will the engineering firm make sure the City of Flint knows the best path to follow for creating a complete Asset Management/Dist. System Reliability Study moving forward (Title this section D2. Best Outcome)

E. Proposed Work Plan –

1. Provide a detailed flow chart, which lists chronologically all tasks determined to be necessary to accomplish the work of this project. The work plan shall be sufficiently detailed and clear to identify the progress milestones including when project tasks and deliverables a timeline and schedule for design depicting the sequence and duration of tasks showing how the work will be organized and executed. (Title this section E1. Timeline)
2. Include information that your firm believes is pertinent to the success of the project that may not have been requested or identified. (Title this section E2. Pertinent Information)
3. Provide details of what Quality Control and Quality Assurance will be utilized in the study and estimate the cost for this project (Title this section E3. QC/QA)

F. Capacity to follow instructions –

1. All the instructions for the proposal have been followed and completed.

The written proposal shall be evaluated on the clarity and content of their responses. The evaluators will include the Water Plant Personnel and the Director of Public Works at 4500 North Dort Hwy. Flint, MI 48505.

This RFP will be graded both as the most highly qualified consultant and in terms of the cost. The lowest bid may or may not be picked. All bids will be based on the percentage of the lowest bid. In-state or local preference may be used as an RFP selection or consultant evaluation factor.




FLEIS & VANDENBRINK
DESIGN. BUILD. OPERATE.

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Grand Blanc, MI 48439
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F: 810.771.7860
www.fveng.com

E2. PERTINENT INFORMATION

Not only does F&V have vast experience in completing water reliability studies and developing asset management plans for drinking water systems, we also have vast experience working with the City of Flint DPW – Water Service Center and Water Treatment Plant divisions. Our engineering staff will work with **Rob Jones**, a project manager for F&V, who has first-hand experience working at the Flint Water Treatment Plant and Water Laboratory. Other F&V staff who have experience with the water treatment plant and laboratory are **Catherine Winn, Stewart Beach, Ben Pank, and Ken Flagstadt**.

F&V began assisting Flint with interim certified water operator services in 2017, preparing and submitting daily, weekly, and monthly water quality reports to EGLE, and providing evaluations and recommendations for the required water system chemical additions. Since we began this project, the City of Flint has met or exceeded drinking water quality standards throughout the system.

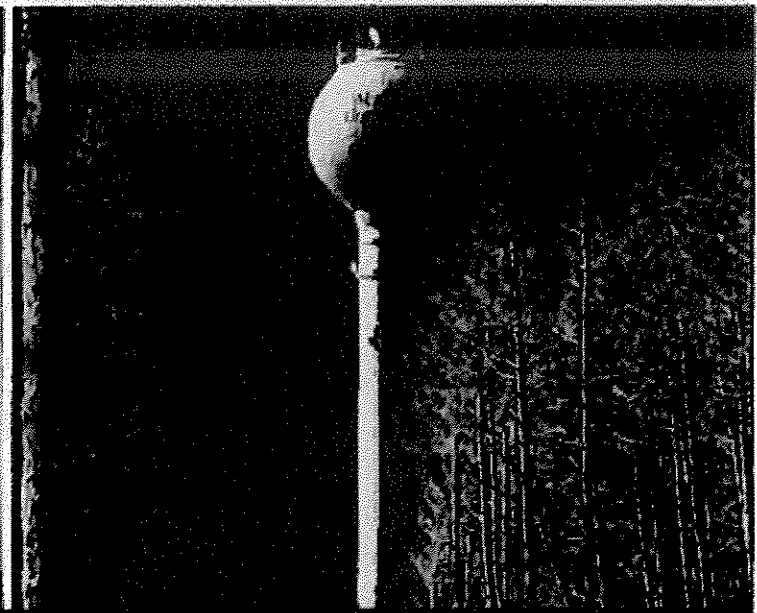
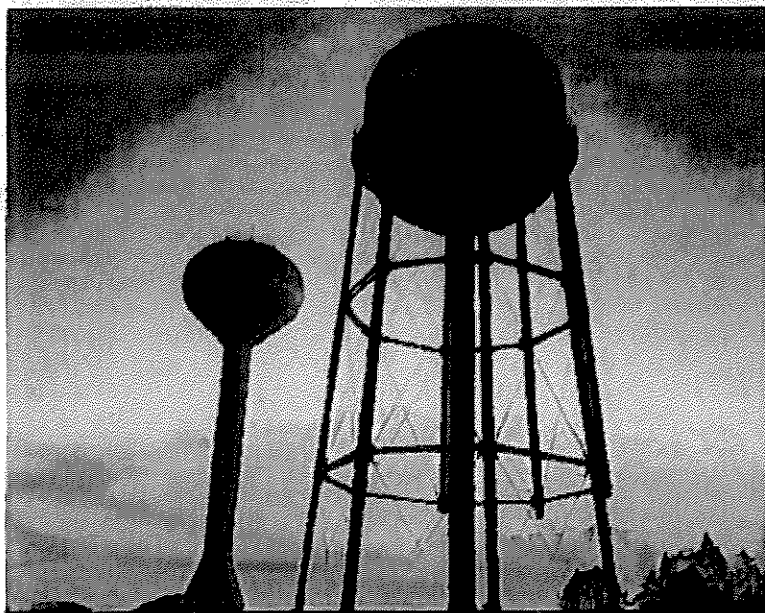
F&V expanded their support to the City that same year by providing laboratory analysis and distribution system sampling services. These services were initiated within days of being requested due to the unexpected departure of the City's laboratory staff. F&V stepped into the breach to maintain compliance with EGLE's demanding Water Quality Parameter sampling protocols, and retained the City's Certified Drinking Water Laboratory status, saving them thousands of dollars in contract laboratory fees. **In May 2019, we earned a Certificate of Excellence for Laboratory Data Accuracy.**

F&V staff administered the City's lead and copper sampling plan, coordinating with engineers and contractors to fulfill EGLE's rigorous sampling and reporting requirements throughout the City's multi-year lead service line replacement efforts.

F&V has received great commendations from the City, EGLE, and USEPA for our role in maintaining compliance with operations, laboratory and sampling services, and reporting.

F&V has also provided training for City water system operators and laboratory employees, allowing the city to transition back to municipal operations while still providing a safety net of support for both operations and lab.

Because we have operators on staff, F&V is knowledgeable in implementing WAMPs through Computerized Maintenance and Management System (CMMS) software, including Antero and CityWorks. Several of our operations projects utilize Antero for CMMS and work orders, and we are also currently working with a client to bring their CMMS into CityWorks.



ADDITIONAL EXPERIENCE

Various Communities

WATER RELIABILITY STUDY EXPERIENCE OVERVIEW

F&V has assisted over 100 communities plan and perform water reliability studies across the state and has a highly trained staff experienced in working on water systems of similar size and complexity to yours. Our reports are written to the standard that they are often used by communities as the basis for future funding applications for capital projects. We have a very successful track record of assisting our clients in obtaining grant funding to complete needed repairs.

At F&V, we are very proud of the quality and comprehensive nature of the Water System Reliability Studies that we prepare for our clients. Past clients have said that the study and associated maps are very useful for their long-term planning and budgeting. We have long strived to prepare a report that both satisfies the regulatory requirements of the EGLE and serves as an easy to understand, useful planning document for the municipality.

Communities include:

- Allendale Charter Township
- Bangor-Monitor Metropolitan Water District
- Barry Township
- Bay County
- Beaver Township
- Beecher Metropolitan District
- Berrien Springs
- Birch Run Township
- Camp Grayling Training
- City of Auburn
- City of Bangor
- City of Belding
- City of Big Rapids
- City of Dexter
- City of East Grand Rapids
- City of Essexville
- City of Grand Blanc
- City of Grand Haven
- City of Harbor Springs
- City of Harrison
- City of Hudsonville
- City of Huntington Woods
- City of Jonesville
- City of Manton
- City of Montrose
- City of Muskegon Heights
- City of Newaygo
- City of Northville
- City of Pentwater
- City of Plainwell
- City of Portland
- City of Pottsville
- City of Reed City
- City of Scottville
- City of Springfield
- City of St. Louis
- City of Three Rivers
- City of Vassar
- City of Wayland
- City of Yale

- Emmett Charter Township
- Frankenlust Township
- Fraser Township
- Grosse Pointe Shores
- Gun Plain Township
- Hampton Township
- Kalamazoo Lake Sewer and Water Authority
- Kawkawlin Township
- Kinross Charter Township
- Leoni Charter Township
- Monitor Township
- Portsmouth Township
- Taymouth Township
- Town of Ossian, IN
- Town of Lagro, IN
- Town of Markle, IN
- Town of Windfall, IN
- Village of Augusta
- Village of Bear Lake
- Village of Bellaire
- Village of Benzonia
- Village of Berrien Springs
- Village of Beulah
- Village of Bloomingdale
- Village of Breckenridge
- Village of Buckley
- Village of Centreville
- Village of Colon
- Village of Constantine
- Village of Deckerville
- Village of Dundee
- Village of Eau Claire
- Village of Edmore
- Village of Grosse Pointe Shores
- Village of Hesperia
- Village of Homer
- Village of Howard City
- Village of Lakeview
- Village of Lawrence
- Village of Lyons
- Village of Marion
- Village of Mattawan
- Village of Middleville
- Village of Muir
- Village of Nashville
- Village of New Lothrop
- Village of Northport
- Village of Oxford
- Village of Pentwater
- Village of Pewamo
- Village of Posen
- Village of Quincy
- Village of Roscommon
- Village of Saranac
- Village of Shelby
- Village of Sheridan
- Village of Stockbridge
- Village of Suttons Bay
- Village of Westphalia
- West Shore Community College
- Williams Township
- Yankee Springs Township

WATER ASSET MANAGEMENT EXPERIENCE OVERVIEW

Our approach to asset management is centered around a powerful assessment software tool that takes the mountains of field and office information collected on utility assets, organizes it, prioritizes asset condition based on user defined risk criteria and identifies rehabilitation recommendations. We can build a customized analytical model of your utility system tailored to your specific needs and goals. F&V's expertise in GIS allows us to create a detailed mapping of utility assets with links to critical assessment data and record drawings.

From these results, we help communities develop detailed and accurate short- and long-term CIP for their systems to keep the community's infrastructure strong and functioning.

Communities include:

- Allegan County Drain Commissioner
- Allendale Charter Township
- Arcadia Township
- Argentine Township
- Bangor Charter Township
- Bay County Department of Water & Sewer
- Bedford Charter Township
- Beecher Metropolitan District
- Berlin Charter Township
- Big Creek / Mentor Utility Authority
- Blackman Charter Township
- Branch County Department of Public Works
- Branch County Drain Commissioner
- Charter Township of Au Sable

- Charter Township of Brighton
- Charter Township of Hampton
- Charter Township of Portsmouth
- Cherry Grove Township
- City of Albion
- City of Auburn
- City of Belding
- City of Big Rapids
- City of Coleman
- City of Croswell
- City of Dowagiac
- City of East Tawas
- City of Essexville
- City of Grand Blanc
- City of Harrison
- City of Hillsdale
- City of Hudson
- City of Hudsonville
- City of Huntington Woods
- City of Lapeer
- City of Manton
- City of Mt. Pleasant
- City of Newaygo
- City of Norway
- City of Ovid
- City of Pinconning
- City of Plainwell
- City of Portland
- City of Reed City
- City of Saugatuck
- City of Scottville
- City of Springfield
- City of Sturgis
- City of Tawas City
- Columbia Township
- Covert Township
- Davison Township
- Elba Township
- Emmett Charter Township
- Fife Lake Utility Authority
- Frankenlust Township
- Gun Lake Area Sewer & Water Authority
- Gun Plain Charter Township
- Hampton Charter Township
- Hillsdale Board of Public Utilities
- Kalamazoo County Drain Commission
- Kalamazoo Lake Sewer & Water Authority
- Kawkawlin Township
- Monitor Township
- Mundy Township
- North Muskegon
- Northport / Leelanau Township Utilities Authority
- Onekama Township
- Paw Paw Township
- Pennfield Charter Township
- Plainfield Charter Township
- St. Joseph County Drain Commissioner
- Southwest Barry Co. Sewer & Water Authority
- Tawas Utility Authority – Blair County
- Tittabawassee Township
- Village of Augusta
- Village of Bellaire
- Village of Benzonia
- Village of Berrien Springs
- Village of Bloomingdale
- Village of Breckenridge
- Village of Breedsville
- Village of Burr Oak
- Village of Caledonia
- Village of Carleton
- Village of Centreville
- Village of Clarksville
- Village of Colon
- Village of Constantine
- Village of Deckerville
- Village of Edmore
- Village of Elberta
- Village of Fife Lake
- Village of Hesperia
- Village of Hopkins
- Village of Howard City
- Village of Hudsonville
- Village of Lennon
- Village of Lincoln
- Village of Mattawan
- Village of Mendon
- Village of Mesick
- Village of Nashville
- Village of Northport
- Village of Onekama
- Village of Paw Paw
- Village of Pewamo
- Village of Quincy
- Village of Sand Lake
- Village of Saranac
- Village of Sheridan
- Village of Stockbridge
- Village of Suttons Bay
- Village of Union City
- Village of Vernon
- Village of Westphalia
- Williams Charter Township

E3. QC/QA



Quality shall always be considered first and foremost. The hiring of staff, workplace and materials provided, management guidance, training, time, and effort shall all reflect the requirement that quality is the number one priority at F&V. The ability of F&V to provide a quality product shall be required during the design, construction, and close out of all projects.

F&V has set five goals with quality based objectives:

- **Goal 1:** Provide engineering services to solve our client's problems while maintaining a work environment that is fun and challenging.
- **Goal 2:** Serve the client as a firm; not as individuals. Internal peer review on project designs, studies and important issues is required. All work shall have consistent presentations from the firm.
- **Goal 3:** Provide value in what we design and in the services rendered. Alternatives shall be properly studied with senior staff being part of the team to evaluate alternatives. Allow creativity yet manage risk. Facilitate the training of staff and allow for ongoing personal and technical growth.
- **Goal 4:** Provide our services on a timely basis. A team effort requires total cooperation and communication from all members of the team. The QA/QC process must help – not hinder our success.
- **Goal 5:** Provide services on a cost-effective basis, minimizing re-designs, minimizing risks to our client and to the firm and making a profit. Internal and external communication is critical. Projects must be thought out well and scope of services monitored. Checklists shall be utilized where appropriate.

Quality Statement

A Quality Statement shall be prepared for each project. The QS shall contain:

- All information to properly identify the project, the client, the form of contract, the project locations and scope, the scope of services, the project manager and principal-in-charge, the project team members, the schedule, the budget, and the milestones for QA/QC reviews
- Procedures and standards to be used on the project

We feel that the effectiveness of our quality is demonstrated in the fact that, on the average, construction costs increases during construction related to non-owner scope additions on projects has averaged to be within 1% of the as-bid amount. This compares to 3% that traditionally can be expected in our industry.

DEFINITIONS OF QC, QA AND QCP

Quality Control (QC): The review, supervision, and guidance by experienced individuals at various stages of a project conducted to assist and guide the project team in completing the work correctly while meeting the goals and objectives of the client.

Quality Assurance (QA): The process of continuous updating and improving the firm's standards, guidelines and checklists as they are used by the project team in completing a project to assure that the work and services provided to the client are complete, accurate and useful.

Quality Control Plan (QCP): A written statement or plan with outlined procedures and guidelines including both QC and QA to be used by the project team in meeting the client's expectations, goals and objectives. The QCP identifies individuals responsible for QC and the specific work plan, budget and schedule to be followed by the project team.

COST PROPOSAL

WATER SYSTEM ASSET MANAGEMENT PLAN AND WATER RELIABILITY STUDY

PROPOSAL NO. 25000521

Submitted to:
City of Flint

April 9, 2025
P50049

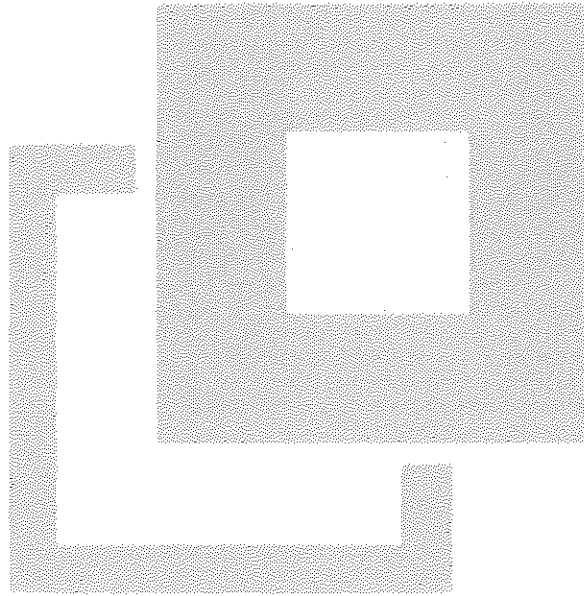


COST PROPOSAL

Our proposed not-to-exceed fee includes all labor and reimbursable expenses and is based on the scope of services described in this proposal.

Deliverable	Not-to-Exceed Fee
Water Reliability Study	\$18,000
Water Asset Management Plan*	\$118,000
F&V Project Total \$136,000	

*The budget for the Water Asset Management Plan includes up to five days of select water distribution survey completed by a one-person survey crew to fill-in any identified gaps in the water distribution asset inventory / GIS map. Should additional survey time be required, we can provide a contract amendment based on \$175 per hour for authorization *prior* to incurring any additional costs.

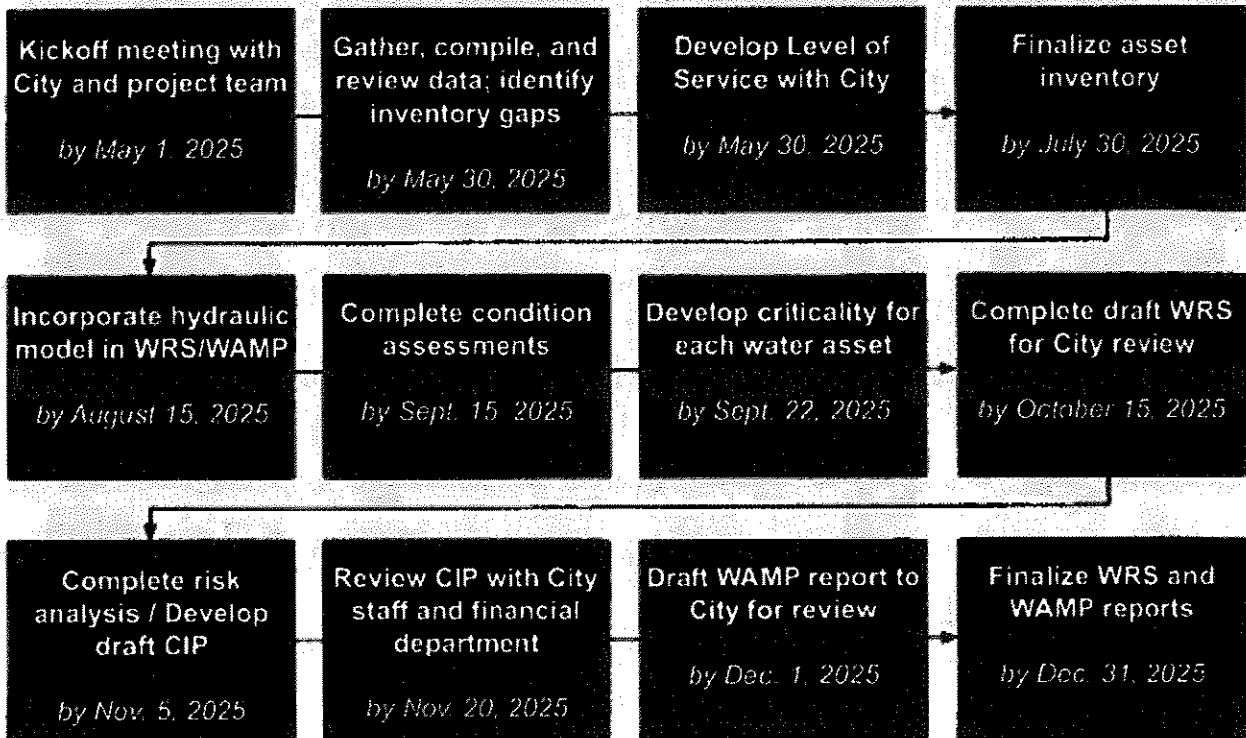


SECTION E

**PROPOSED WORK
PLAN**

E1. TIMELINE

Our scope of work to complete the WRS and WAMP is detailed after the timeline with critical milestones summarizing the detailed scope of work.



WATER RELIABILITY STUDY DETAILED SCOPE OF WORK

F&V will complete a Water Reliability Study for the City of Flint as required by Part 12 Rules of Safe Drinking Water Act 399, PA 1976, as amended.

During the kickoff meeting, F&V will review the current system operations with the City to gain an understanding of the system and functions of each component and will review the 2016 Reliability Study and note any changes to the system or its operations that have occurred since then. F&V will request from the City all pertinent data needed to complete the study, including, but not limited to:

- Historical water usage records (well pumpage, well condition reports, treated water production, billed customer usage, etc.)
- Water quality analytical testing records
- Storage tank inspection reports
- Pump inspection/capacity test reports and pump curves
- SCADA operational settings for storage tanks, pumps, and valves

F&V will review and analyze the data, then determine 20-year water usage projections based on historical population and water usage trends.

We understand that TetraTech is currently updating the City's hydraulic model and completing a hydraulic study to evaluate system hydraulic performance at current and future demands and desired fire flows. Results from the hydraulic study, including current and future system hydraulic performance for current, 5-year, and 20-year planning periods, will be incorporated into the WRS.

We have assumed that a copy of the hydraulic model will be made available to us if additional hydraulic modeling simulations are needed to finalize the WRS report.

F&V will synthesize a technical report that details the complete findings of the reliability study and satisfies the Act 399 requirements for a WRS. The report will review the existing water system and the condition of the watermain, pumping facilities, storage tanks, and any other system components. Historic and projected water demands and any trends identified in the data will be presented. The hydraulic study by others will be summarized in the final WRS report. The evaluation of the distribution, water supply, and water storage capacities with related figures will be provided. Short-term and long-term recommended improvements to the system will be listed with estimated costs and system performance after implementation of the improvements will be evaluated. Recommendations for the WRS report will also be incorporated in the WAMP.

The draft report will be sent to the City for review, and any feedback will be incorporated into the draft report to be submitted to EGLE. F&V will then incorporate feedback received from EGLE, as needed, and the study will be finalized.

WATER ASSET MANAGEMENT PLAN DETAILED SCOPE OF WORK

F&V will complete a WAMP in accordance with EGLE guidance and industry best practices. The WAMP will include the five core components of an AMP, including Asset Inventory, Level of Service, Critical Assets, Revenue Structure, and Capital Improvement Plan. We anticipate collaboration and meetings with City staff as necessary during the course of the project to review key information and draft plans before finalizing the final deliverables.

TASK 1. WATER SYSTEM ASSET INVENTORY AND DOCUMENTATION

A comprehensive asset inventory of all existing watermain, pumping, treatment, and storage facilities will be gathered and recorded. Factors such as age, size, useful life, replacement cost, and condition of all these assessments will be determined. Locations and operational status of valves and hydrants will be incorporated to the asset inventory, if available. Locations and materials of service lines will be incorporated into the asset inventory, if available.

We understand that the City maintains a GIS map and database. This database will be used as the basis for the distribution system asset inventory. F&V will review the database, compare it to the hydraulic model pipe network, and discuss any recent updates to the system with staff that may not be reflected in the current GIS. If any data gaps are identified, F&V will work with City staff to fill the gaps and add data to the GIS database through record drawings, specific, limited survey, or other information.

F&V will review the existing inventory for pumping, treatment, and storage facilities and update the inventory to reflect changes since the 2017 WAMP was completed to represent the current system inventory.

TASK 2. LEVEL OF SERVICE DEVELOPMENT

F&V will work with the City to develop the Level of Service. We will establish and define the way the water system utility managers, operators, and public officials want the water system to perform over the long term, as follows:

- Develop a draft Level of Service document to establish goals and performance criteria that the utility wishes to meet. The key components to address will be as follows:
 - a. Communicate the system's operation to the customers
 - b. Determine critical assets
 - c. Provide a means of assessing overall system performance
 - d. Provide a direct link between costs and service

- e. Serve as an internal guide for system management and operations staff
- f. Provide information for system annual report
- Finalize the expected level of service and prepare a final Level of Service document.
- Assist the City to draft a new Level of Service document and solicit input from public on reasonable and attainable levels of service and anticipated risks and costs.

TASK 3. CRITICAL ASSETS

F&V will work with the City to complete a risk analysis of the assets, including both a condition assessment, anticipated useful life, and criticality assessment of the City's water assets.

- F&V will complete a field condition assessment of operations-related fixed assets, including pumping facilities, storage, and water treatment facilities. The assessment will include the following information:
 - » Brief description and GPS location of asset
 - » Photographic documentation of asset
 - » Narrative of asset condition based on field inspection
 - » Recommended improvement/replacement of assets including timelines and costs for inclusion with the CIP

Note that the old Water Treatment Plant will only be assessed considering it as an asset (including electrical distribution equipment, HVAC, offices, laboratory, operation center, etc) and not for its ability to treat water.

- Distribution assets will be assessed based on material, age, break history and/or other operation and maintenance data, and hydraulic study recommendations.

Once the condition assessment information is gathered, a **criticality assessment** will be performed to understand the most important assets to be monitored, repaired, or replaced. This will allow the City to better manage their assets and will aid in the decision making for where to allocate operation and maintenance and capital improvement funds. Likelihood of failure and consequence of failure factors will be entered into a GIS and spreadsheet-based risk analysis calculation.

TASK 4. CAPITAL IMPROVEMENT PLAN

From this criticality assessment and risk analysis, a prioritized CIP will be created to provide costs for the repair and replacement actions that must be implemented. The CIP will identify a list of short-term (1-5 years) and long-term (5-20 years) capital projects to meet the Level of Service goals. The CIP will include a proposed implementation schedule for the short-term improvements.

TASK 5: REVENUE STRUCTURE DEVELOPMENT

F&V will work with the City's financial team to develop a funding and rate methodology to implement recommendations from the WAMP and CIP. We can coordinate with the City's internal financial department and/or a third party rate consultant/municipal financial advisor to:

- Review of existing rate structure by meter size, user classification, outside customers, current rate resolutions/ordinances, and past rate studies
- Review of current revenue and OM&R expenses and estimates of required budget line-item costs for the next five years to meet level of service goals and CIP implementation
- Develop a proposed updated water rate structure
- Make recommendations for needed rate increases over the next five years
- Assist the City in presentation of proposed rate structure in public meeting

THE FOLLOWING PAGES MUST BE COMPLETED AND INCLUDED WITH SUBMITTAL IN THE FOLLOWING ORDER.

Purchasing Checklist:

- ☒ 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
- ☒ Exhibit G - City of Flint Affidavit



❖ **EXHIBIT A - SUBMITTAL WITH DETAILED SUMMARY OF PRICING**



SCOPE OF WORK ATTACHED SEPARATELY.

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

Fed. ID #: 38-3088518

Company (Respondent): Fleis & VandenBrink

Address: 9475 Holly Road, Ste 201

City, State & Zip Code: Grand Blanc, MI 48439

Phone / Fax Number: 810.743.9120 FAX: 810.771.7860

Email: jdevol@fveng.com

Print Name and Title: John DeVoi, PE - President

(Authorized Representative)

Signed: 

(Authorized Representative)

EXHIBIT B - QUALIFICATIONS AND LICENSES REQUIREMENTS

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

F&V has vast experience with water reliability studies and asset management plans.

Please list Licenses:

This information is provided on resumes in section B.3

How long have you been in business?

32 years.

Have you done business with the City of Flint?

Yes.

If yes, please state the project name.

Water Plant Operation Services
Fenton Road Improvements
Grand Traverse Greenway Scoping

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.

N/A

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.

N/A

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

N/A

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.

N/A

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

N/A

6. List any contracts not completed on time.

N/A

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

N/A

**❖ 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:

Company/Municipality: Leoni Township
Contact Person: Mike Jester Title: Township Manager
Address: 913 Fifth Street
City: Michigan Center State: MI Zip: 49524
Telephone: 517.764.7400 Fax: _____
Email: mjester@leonitownship.com
Type of Project: WRS and AMP - More details in Section C.

Project Timeline (Dates): 2020 Budget: \$40,000

Reference #2:

Company/Municipality: Beecher Metropolitan District
Contact Person: Tyrone McCloud Title: Administrative Superintendent
Address: G-1057 Louis Avenue
City: Flint State: MI Zip: 48505
Telephone: 810.787.6527 Fax: _____
Email: Tyrone@beecherwater.us
Type of Project: WAMP and WSRS - More details in Section C

Project Timeline (Dates): 2024 Budget: \$409,372

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

Reference #3:

Company/Municipality: City of Hudsonville

Contact Person: R. Tyler Dotson

Title: City Manager

Address: 3275 Central Blvd

City: Hudsonville

State: MI

Zip: 49426

Telephone: 269.214.0022

Fax: _____

Email: rtdotson@hudsonville.org

Type of Project: DAMP and WSRS - More details in Section C

Project Timeline (Dates): 2024

Budget: \$229,000

LARA Corporations Online Filing System

Department of Licensing and Regulatory Affairs

ID Number: 800744506

[Request certificate](#)[Return to Results](#)[New search](#)Summary for: **F&V OPERATIONS & RESOURCE MANAGEMENT, INC.**The name of the DOMESTIC PROFIT CORPORATION: **F&V OPERATIONS & RESOURCE MANAGEMENT, INC.**

Entity type: DOMESTIC PROFIT CORPORATION

Identification Number: 800744506 Old ID Number: 04162K

Date of Incorporation in Michigan: 10/18/2011

Purpose: All Purpose Clause

Term: Perpetual

Most Recent Annual Report: 2024

[Most Recent Annual Report with Officers & Directors](#)**The name and address of the Resident Agent:**

Resident Agent Name: JOHN DEVOL

Street Address: 2960 LUCERNE DR SE

Apt/Suite/Other:

City: GRAND RAPIDS

State: MI

Zip Code: 49546

Registered Office Mailing address:

P.O. Box or Street Address: 2960 LUCERNE DR SE

Apt/Suite/Other:

City: GRAND RAPIDS

State: MI

Zip Code: 49546

The Officers and Directors of the Corporation:

Title	Name	Address
PRESIDENT	JOHN DEVOL	2960 LUCERNE DR SE GRAND RAPIDS, MI 495
TREASURER	CRAIG SHUMAKER	2960 LUCERNE DR SE GRAND RAPIDS, MI 495
SECRETARY	BRIAN RICE	2960 LUCERNE DR SE GRAND RAPIDS, MI 495
DIRECTOR	LAWRENCE J FLEIS	2960 LUCERNE DR SE GRAND RAPIDS, MI 495
DIRECTOR	PAUL GALDES	2960 LUCERNE DR SE GRAND RAPIDS, MI 495
DIRECTOR	ROBERT WILCOX	2960 LUCERNE DR SE GRAND RAPIDS, MI 495

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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Corporations
Online Filing System

Department of Licensing and Regulatory Affairs

Form Revision Date 07/2016

ANNUAL REPORT

For use by DOMESTIC PROFIT CORPORATION

(Required by Section 911, Act 284, Public Act of 1972)

The identification number assigned by the Bureau is: 800744506

Annual Report Filing Year: 2024

1. Corporation Name:

P&V OPERATIONS & RESOURCE MANAGEMENT, INC.

☒ On behalf of the corporation, I certify that no changes have occurred in required information since the last year filed report.

This document must be signed by an authorized officer or agent:

Signed this 18th Day of March, 2024 by:

Signature	Title	Title if "Other" was selected
Curtis M. DeVries	Authorized Agent	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

☐ Decline ☒ Accept

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the 2024 ANNUAL REPORT

for

F&V OPERATIONS & RESOURCE MANAGEMENT, INC.

ID Number: 800744506

received by electronic transmission on March 18, 2024 , is hereby endorsed.

Filed on March 18, 2024 , by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 18th day of March, 2024.

Linda Clegg

***Linda Clegg, Director
Corporations, Securities & Commercial Licensing Bureau***



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/24/2025

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 Olivier-VanDyk Insurance Agency 2780 44th Street SW Wyoming MI 49519		CONTACT NAME: Certificates Department PHONE (A/C, H, Ext): 616-454-0800 FAX (A/C, No): 616-454-7100 E-MAIL ADDRESS: certificates@ovdinsurance.com															
INSURED F&V Companies, Inc. Fleis & VandenBrink Engineering, Inc. 2960 Lucerne Dr SE Grand Rapids MI 49546		INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Citizens Ins Co Of Amer</td><td>31534</td></tr><tr><td>INSURER B: Arch Insurance Company</td><td>11150</td></tr><tr><td>INSURER C: Aspen Specialty Insurance Co</td><td>43460</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	NAIC #	INSURER A: Citizens Ins Co Of Amer	31534	INSURER B: Arch Insurance Company	11150	INSURER C: Aspen Specialty Insurance Co	43460	INSURER D:		INSURER E:		INSURER F:	
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INSURER A: Citizens Ins Co Of Amer	31534																
INSURER B: Arch Insurance Company	11150																
INSURER C: Aspen Specialty Insurance Co	43460																
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER: 1466301896** **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	ADOL BSRD	BUSR WDD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<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 <input type="checkbox"/> OTHER	Y		ZAGLB9288500	10/1/2024	10/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 300,000 PERSONAL & ADV INJURY \$ 10,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 4,000,000 \$
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			ZACAT9311600	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			CX010CE24	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	ZAWCI9779301	10/1/2024	10/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
A	Rented/Lessed Equipment			R7IH224218	10/1/2024	10/1/2025	Limit \$75,000
B	Hired Auto Physical Damage			ZACAT9311600	10/1/2024	10/1/2025	Limit 100,000 HPO COMPCOLL DED \$100/\$500

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

CERTIFICATE HOLDER

CANCELLATION

City of Flint
1101 South 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.:

250223-T

PRESENTED:

7-23-2025

ADOPTED:

**RESOLUTION TO ACCEPT A FINANCIAL RECOVERY TECHNICAL ASSISTANCE GRANT
FROM C.S. MOTT FOUNDATION AND AMEND THE FY26 BUDGET IN THE AMOUNT OF
\$750,000**

BY THE CITY ADMINISTRATOR:

WHEREAS, the Charles Stewart Mott Foundation has awarded the City of Flint grant number 2025-13689 (Financial Recovery Technical Assistance); and

WHEREAS, these funds will be used to provide operational and staff support; and

WHEREAS, the grant period is July 1 2025 - June 30 2026; and

Account Number	Grant Code	Account Name	Amount
TBD	LCSM-25-FRTA	2025 FRTA GRANT	\$750,000.00
		Total	\$750,000.00

IT IS RESOLVED that the appropriate City Officials, upon City Council's approval, are now hereby authorized to accept the Charles Stewart Mott Foundation Grant, amend the FY26 budget, appropriate funding for future fiscal years for as long as the funds are available from the funder, and abide by the terms and conditions of the grant, in the amount of \$750,000.00 to grant budget code LCSM-FRTA-25.

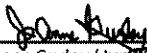


RESOLUTION NO.:

PRESENTED:

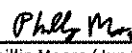
ADOPTED:

APPROVED AS TO FORM:



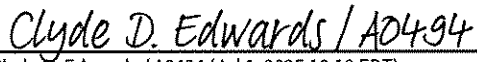
JoAnne Gurley (Jun 29, 2025 21:09 EDT)
JoAnne Gurley, City Attorney

APPROVED AS TO FINANCE:



Phillip Moore (Jun 30, 2025 08:02 EDT)
Phillip Moore, Chief Financial Officer

FOR THE CITY OF FLINT



Clyde D. Edwards / A0494 (Jul 1, 2025 10:10 EDT)
Clyde D. Edwards, City Administrator

APPROVED BY CITY COUNCIL:

City Council



CITY OF FLINT

**** STAFF REVIEW FORM ****

Effective: March 5, 2025

TODAY'S DATE: 6/16/25

BID/PROPOSAL#

AGENDA ITEM TITLE: RESOLUTION TO ACCEPT A FINANCIAL RECOVERY TECHNICAL ASSISTANCE GRANT FROM C.S. MOTT FOUNDATION AND AMEND THE FY26 BUDGET IN THE AMOUNT OF \$750,000

PREPARED BY: Seamus Bannon

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.

The Charles Stewart Mott Foundation has granted the City of Flint \$750,000.00 to provide operational and staffing support. These funds will build foundational competencies across multiple departments that will enable the City of Flint to provide quality services that meet the immediate needs of residents as well as develop and implement strategies that build citywide resilience.

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)

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



CITY OF FLINT

**** STAFF REVIEW FORM ****

Effective: March 5, 2025

Fiscal Year	Account	FY GL Allocation	FY PO Amount	FY Expensed	Resolution
FY23	LCSM-23-FRTA	\$750,000.00	\$750,000.00	\$750,000.00	230186

Section III.

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

These funds will build foundational competencies across multiple departments that will enable the City of Flint to provide quality services that meet the immediate needs of residents as well as develop and implement strategies that build citywide resilience.

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:

Account Number	Grant Code	Account Name	Amount
TBD	LCSM-25-FRTA	2025 FRTA GRANT	\$750,000.00
		Total	\$750,000.00

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)*

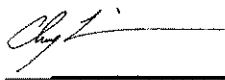
BUDGET YEAR 1 _____

BUDGET YEAR 2 _____

BUDGET YEAR 3 _____

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

PRE-ENCUMBERED? YES ☐ NO ☐ REQUISITION NO:

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	Seamus Bannon	
2	Shelly Sparks Green	
3		

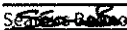


CITY OF FLINT

**** STAFF REVIEW FORM ****

Effective: March 5, 2025

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

DEPARTMENT HEAD SIGNATURE: 
Scot Robinson (Jun 26, 2025 13:17 EDT)
(Name, Title)

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



CHARLES STEWART
MOTT FOUNDATION

June 11, 2025

The Honorable Sheldon Neeley
Mayor, City of Flint
1101 S. Saginaw Street
Flint, MI 48502-1420

**Project: Financial Recovery Technical Assistance
(Grant No. 2025-13689)**

Dear Mayor Neeley:

We are pleased to inform you that the Charles Stewart Mott Foundation has approved a grant in the amount of \$750,000 to the City of Flint for the above-referenced project for the period July 1, 2025, through June 30, 2026.

Grant Payments

This letter or your proposal may set forth specific goals or objectives that your organization expects to achieve during the grant period. For accounting purposes, the Mott Foundation is not requiring that your organization achieve any specific goal or objective as a condition (or barrier) to your receipt and retention of the grant funds, except for the following:

- This grant will be paid upon approval of any outstanding reports and receipt of any unspent funds.

The Mott Foundation reserves the right to discontinue, modify, or withhold any payments that might otherwise be due under this grant or any other outstanding grant, to require a refund of any unexpended grant funds, or both, if, in the Mott Foundation's judgment, any of the following occur with respect to this grant or any other grant from the Mott Foundation to your organization:

1. Grant funds have been used for purposes other than those contemplated by this commitment letter.
2. Such action is necessary to comply with the requirements of any law or regulation affecting either your organization's or the Mott Foundation's responsibilities under the grant.

The Honorable Sheldon Neeley
June 11, 2025
Page 2 (Grant No. 2025-13689)

3. Your organization ceases to conduct this project, or circumstances change such that it becomes impractical or impossible for you to carry out this project.
4. Your organization's performance under this grant has not been satisfactory, as determined by the Mott Foundation in its reasonable discretion. Although the Mott Foundation expects your organization to work toward achieving the goals and objectives described in your proposal, unless a specific condition (or barrier) is identified above, the failure to obtain any specific goal or objective will not, alone, be cause for the Mott Foundation to determine that your organization's performance has not been satisfactory, but may be relevant in determining whether your overall performance has (or has not) been satisfactory.
5. The Mott Foundation has not received and approved all reports due from your organization prior to the payment date.

The Mott Foundation's judgment on these matters will be final and binding.

Mott Foundation Contact Person and Resources

Please direct all correspondence and questions relating to this grant to Jamii Tata, Program Officer.

For general information regarding Mott Foundation grant procedures and other grant related questions, we encourage you to visit the Grantee Resources section of our website at www.mott.org/grantee-resources.

Another resource available to grantees is the Grantee Portal. The Grantee Portal provides real-time information on your grant's reporting requirements and due dates. By using the Grantee Portal, you may view a copy of this commitment letter, download copies of forms, and upload required reports directly to the Mott Foundation. For more information about the Grantee Portal, contact your program officer or login at <https://mott.fluxx.io>. The grant's primary project contact, Seamus Bannon, can login at <https://mott.fluxx.io> with their registered email address.

Use of Grant

Under United States law, Mott Foundation grant funds may be expended only for charitable, scientific, literary, religious, or educational purposes, as specified in section 170(c)(2)(B) of the Internal Revenue Code of 1986, as amended. This grant is to be expended solely in support of the objectives detailed in your proposal submitted February 12, 2025.

Your organization shall not, directly or indirectly, engage in, support or promote violence or terrorist activities.



The Honorable Sheldon Neeley
June 11, 2025
Page 3 (Grant No. 2025-13689)

Your organization confirms that this project is under its complete control. Your organization further confirms that it has and will exercise control over the process of selecting any consultant, that the decision made or that will be made on any such selection is completely independent of the Mott Foundation, and further, that there does not exist an agreement, written or oral, under which the Mott Foundation has caused or may cause the selection of a consultant.

Mott Foundation grant funds may not be used for lobbying expenditures.

Mott Foundation grant funds may not be used for re-granting to secondary organizations.

Your organization may charge this grant only for expenditures incurred or services performed during the grant period specified in this letter.

Your organization may charge this grant only for line item expenditures that were included in your approved budget as referenced in the "Reports" section of this letter. The addition of new line items must have the prior written approval of the Mott Foundation.

Expenditures may not exceed the approved budget amount for the following line item:

- Professional Development and Memberships.

Grant Accounting

Your organization is required to maintain financial records for expenditures and receipts relating to this grant, retaining these records and other supporting documentation for five years after the grant's termination date.

Your organization is also required to permit the Mott Foundation to have reasonable access to your files, records and personnel during the term of this grant and for five years thereafter for the purpose of making financial audits, verifications, or program evaluations.

Unless a specific condition (or barrier) is listed in the "Grant Payments" section of this letter, the Mott Foundation does not intend, in its own financial statements, to treat this grant as a "conditional contribution" described under Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2018-08. Your organization should make its own determination as to how to account for this grant in your financial statements and is not required (under FASB ASU 2018-08) to adopt the same accounting treatment as the Mott Foundation.

Reports

The Mott Foundation requires the following report to be submitted for this grant:

Report Type:	For Period Ending:	Due on or Before:
Final Report	June 30, 2026	August 1, 2026



The Honorable Sheldon Neeley
June 11, 2025
Page 4 (Grant No. 2025-13689)

The report must include the following parts, which must be submitted together:

1. **A narrative report** summarizing what was accomplished by the expenditure of funds during the reporting period. Your grant proposal indicated that your organization will work toward achieving certain goals and objectives during the grant period, and the narrative report should include a description of progress made toward achieving the following reporting objectives:
 - Overall assessment of the current state of capacity within city administration.
 - Update on consultants utilized and a summary of their work.
 - Copy of the executive search contract.
 - Number of positions posted.
 - Number of persons hired.
 - Number of raises implemented.
 - Changes or restructuring of departments within city hall to streamline services to residents.
 - New activities that are underway in the economic development office.
 - Number of site plans, permits and business licenses approved/issued.
 - Activities that took place and services provided to Flint residents through the office of public health.
 - List of partnerships with local nonprofits that helped the city assist residents during the grant period.
 - The city's use of American Rescue Plan Act (ARPA) funds, including uses of all ARPA funds, process for distributing funds, organizations receiving funds and projects completed or ongoing with those funds.
2. **A financial report** showing the approved budget, expenditures against each line item since the start of the grant, and balances remaining (or overruns) for each line item. For the final report, you must explain all overrun variances that exceed both one thousand dollars (\$1,000) and 10% of the budgeted line item amount.

Your organization must report against the approved budget of \$1,420,675 submitted on February 12, 2025 (which may be greater than the amount of the Mott Foundation grant). If the approved budget covers multiple years, each report should include cumulative expenditures since the beginning of the grant period. The report must also include a summary of all funding received for this project (listed by source and grant period).

Unless a specific condition (or barrier) is listed in the "Grant Payments" section of this letter, the Mott Foundation is not requiring that your organization achieve any of the reporting objectives listed above as a condition (or barrier) to your receipt and retention of the grant funds. Rather,



The Honorable Sheldon Neeley
June 11, 2025
Page 5 (Grant No. 2025-13689)

the reporting objectives are meant to capture your progress in achieving the goals and objectives identified in your grant proposal.

Reports and other grant requirements should be submitted online via the Mott Foundation's Grantee Portal. A default portal account has been setup for the primary project contact. The project contact can login at <https://mott.fluxx.io> with their registered email address. Please contact your program officer if you need assistance or to change the project contact. Standard reporting templates and other forms are available for download via the Grantee Portal.

Undisbursed Funds

Your organization is required to return any undisbursed project funds on a prorata basis to the Mott Foundation within two months after the end of this grant. The prorata refund is computed by multiplying the total undisbursed project funds by the ratio of Mott Foundation funding to total funding received for this project for the grant period. Any refund of less than \$100 will be waived.

Compliance with Laws

Your organization may not use any portion of the grant funds to undertake any activity for any purpose other than one specified in section 170(c)(2)(B) of the Internal Revenue Code. Further, the Mott Foundation reserves the right to discontinue, modify, or withhold any payments that might otherwise be due under this grant or to require a refund of any unexpended grant funds if, in the Mott Foundation's judgment, such action is necessary to comply with the requirements of any law or regulation.

Public Information

The Mott Foundation will include information on this grant in its periodic public reports. The Mott Foundation also welcomes grantees to make announcements of grants upon return of this signed commitment letter. A copy of any release should be sent to the Mott Foundation's Communications Department prior to its dissemination. The department is available to provide assistance in your communications efforts.

Acceptance

This letter contains the entire agreement between your organization and the Charles Stewart Mott Foundation, and there are no conditions or stipulations, oral or written, governing the use of the grant funds other than those contained in this letter.

If your organization agrees to the grant conditions as stated, please **sign and return, via DocuSign**, one complete copy of this letter **with an electronic signature** of an appropriate representative of your organization in the space provided. In countersigning this letter, this individual represents to the Mott Foundation that he/she has the authority to sign this letter on the organization's behalf.



250248-T



RESOLUTION NO.: _____

PRESENTED: 8-6-2025

ADOPTED: _____

Resolution Approving Consumers Energy Easement for Electric Facilities (2301 University Avenue)

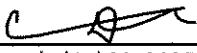
Consumers Energy has requested that the City of Flint grant an easement for electric facilities at 2301 University Avenue.

The easement is necessary for Consumers Energy to relocate the power to the Third Avenue Pump Station. The relocation is required to allow the construction of the addition to the Third Avenue Pump Station that is part of the ongoing force main project.

IT IS RESOLVED that the Flint City Council approves the Easement for Electric Facilities, designated as Agreement# MI00000084096, between the City of Flint and Consumers Energy Company.

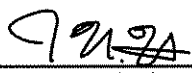
FOR THE CITY:

FOR THE CITY COUNCIL



Clyde D. Edwards (Jul 30, 2025 14:23:03 EDT)
Clyde Edwards, City Administrator

APPROVED AS TO FORM:



Joseph Kuptz (Jul 29, 2025 12:59:29 EDT)
Joseph N. Kuptz, Chief Deputy City Attorney



CITY OF FLINT

**** STAFF REVIEW FORM ****

Effective: July 1, 2025

TODAY'S DATE: July 29, 2025

BID/PROPOSAL#

AGENDA ITEM TITLE: Resolution Approving Consumers Energy Easement for Electric Utilities (2301 University Avenue)

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

VENDOR NAME: Consumers Energy Company

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

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.

Note – response to include: (Why was the vendor selected? What qualifies the vendor to do the work? Cite any past history of work with the City of Flint. Discuss how we will evaluate performance.

Consumers Energy has requested that the City of Flint grant an easement for electric facilities at 2301 University Avenue.

The easement is necessary for Consumers Energy to relocate the power to the Third Avenue Pump Station. The relocation is required to allow the construction of the addition to the Third Avenue Pump Station that is part of the ongoing force main project.

PROCUREMENT (MUST BE SPECIFIED) – Consumers Energy is the only provider that can provide this service.

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: July 1, 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

N/A.

Section III.

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

The granting of this easement by the City of Flint to Consumers Energy will allow the ongoing force main project to continue.



CITY OF FLINT

**** STAFF REVIEW FORM ****

Effective: July 1, 2025

Section IV: FINANCIAL IMPLICATIONS:

IF ARPA related Expenditure:

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

Note – response to include: (What percentage of the account is being allocated for this purpose and a justification for that amount? Is there an expectation to use more dollars from this account for this purpose? When?

There are no financial implications.

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

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 _____



CITY OF FLINT

**** STAFF REVIEW FORM ****

Effective: July 1, 2025

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

PRE-ENCUMBERED? YES ☐ NO ☐ REQUISITION NO:

ACCOUNTING APPROVAL: _____ Date: _____


WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☐ - Easement only.

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	Jeanette Best	810.766.7210
2	Abdul A. Khandker, Ph.D., P.E.	810.766.7135 x2602
3		

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

DEPARTMENT HEAD SIGNATURE: 
Joseph Kuptz (Jul 29, 2025 12:59:29 EDT)

Joseph N. Kuptz, Chief Deputy City Attorney

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

EASEMENT FOR ELECTRIC FACILITIES

SAP# 1073029646/1072892671
Design# 11737209/11730569
Agreement# MI00000084096

CITY OF FLINT, a Michigan municipal corporation, whose address is PO Box 246, Flint, Michigan, 48501 (hereinafter "Owner")

for \$1.00 and other good and valuable consideration [exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to MCLA 207.526(f)] grants and warrants to

CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201 (hereinafter "Consumers")

a permanent easement to enter Owner's land (hereinafter "Owner's Land") located in the City of Flint, County of Genesee, and State of Michigan as more particularly described in the attached Exhibit A to construct, operate, maintain, inspect (including aerial patrol), survey, replace, reconstruct, improve, remove, relocate, change the size of, enlarge, and protect a line or lines of electric facilities in, on, over, under, across, and through a portion of Owner's Land (hereinafter "Easement Area") as more fully described in the attached Exhibit B, together with any pole structures, poles, or any combination of same, wires, cables, conduits, crossarms, braces, guys, anchors, transformers, electric control circuits and devices, location markers and signs, communication systems, utility lines, protective apparatus and all other equipment, appurtenances, associated fixtures, and facilities, whether above or below grade, useful or incidental to or for the operation or protection thereof, and to conduct such other activities as may be convenient in connection therewith as determined by Consumers for the purpose of transmitting and distributing electricity. Consumers may attach additional lines outside the Easement Area, running laterally from a line within the Easement Area to the North edge of Owner's Land, in which event the Easement Area shall include a 12.00-foot-wide strip of land, being 6.00 feet on each side of each such lateral line.

Additional Work Space: In addition to the Easement rights granted herein, Owner further grants to Consumers, during initial construction and installation only, the right to temporarily use such additional work space reasonably required to construct said lines. Said temporary work space shall abut the Easement Area, on either side, as required by construction.

Access: Consumers shall have the right to unimpaired access to said line or lines, and the right of ingress and egress on, over, and through Owner's Land for any and all purposes necessary, convenient, or incidental to the exercise by Consumers of the rights granted hereunder.

Trees and Other Vegetation: Owner shall not plant any trees within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation within the Easement Area. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, or other vegetation located outside of the Easement Area which are of such a height or are of such a species whose mature height that in falling directly to the ground could come into contact with or land directly above Consumers' facilities.

Buildings/Structures: Owner agrees not to build, create, construct, or permit to be built, created, or constructed, any obstruction, building, septic system, drain field, fuel tank, pond, swimming pool, lake, pit, well, foundation, engineering works, installation or any other type of structure over, under, or on said Easement Area, whether temporary or permanent, natural or man-made, without a prior written agreement executed by Consumers' Real Estate Department expressly allowing the aforementioned.

Ground Elevation: Owner shall not materially alter the ground elevation within the Easement Area without a prior written agreement executed by Consumers Real Estate Department allowing said alteration.

Exercise of Easement: Consumers' nonuse or limited use of this Easement shall not preclude Consumers' later use of this Easement to its full extent.

Ownership: Owner covenants with Consumers that they are the lawful fee simple owner of the aforesaid lands, and that they have the right and authority to make this grant, and that they will forever warrant and defend the title thereto against all claims whatsoever.

Successors: This Easement shall bind and benefit Owner's and Consumers' respective heirs, successors, lessees, licensees, and assigns.

Counterparts: This Easement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It is not necessary that all parties execute any single counterpart if each party executes at least one counterpart.

Date: _____

Owner: CITY OF FLINT, a Michigan municipal corporation

Signature

By: _____

Print name

Its: _____

Print title

Acknowledgment

The foregoing instrument was acknowledged before me in _____ County, _____,

on _____ by _____, _____ of
Date Name Title

City of Flint, a Michigan municipal corporation, on behalf of the corporation.

Notary Public

Print Name

County, _____

Acting in _____ County

My Commission expires: _____

**PROPERTY OWNERS MAIL
SIGNED EASEMENT TO:**

Connie Hardman
Consumers Energy Company
4141 Wilder Road
Bay City MI 48706
ROW Manager: Michael Loper

Prepared By:
Kelsea Reichard 3/18/25, EP7-464
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

**REGISTER OF DEEDS OFFICE USE
ONLY**

Return recorded instrument to:
Carrie J. Main, EP7-464
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

EXHIBIT A

Owner's Land

Land situated in the City of Flint, County of Genesee, State of Michigan:

A parcel of land in the Southeast 1/4 and the Northeast 1/4 of Section 14, Town 7 North, Range 6 East, described as: Section 2,3,4,5,6, and 8 being part of the Reserve at near the Grand Traverse on Flint River. Part of Lot 11, Section 4 described as: commencing at the Southwesterly corner of Modern Housing corporation Additiona No. 6; thence North 81 degrees 55 minutes East, 123.75 feet; thence South 08 degrees 05 minutes East, 60.00 feet to South line of West Third Avenue to the Point of Beginning; thence South 08 degrees 05 minutes East, 371.50 feet; thence North 86 degrees 52 minutes West 59.03 feet; thence North 64 degrees 12 minutes West, 94.91 feet; thence North 42 degrees 55 minutes West, 74.70 feet; thence North 19 degrees 07 minutes West, 114.90 feet; thence North 07 degrees 16 minutes East, 138.10 feet; thence North 81 degrees 55 minutes East, 164.78 feet to the Point of Beginning; also all land lying between above described parcel of land and low water mark of Flint River.

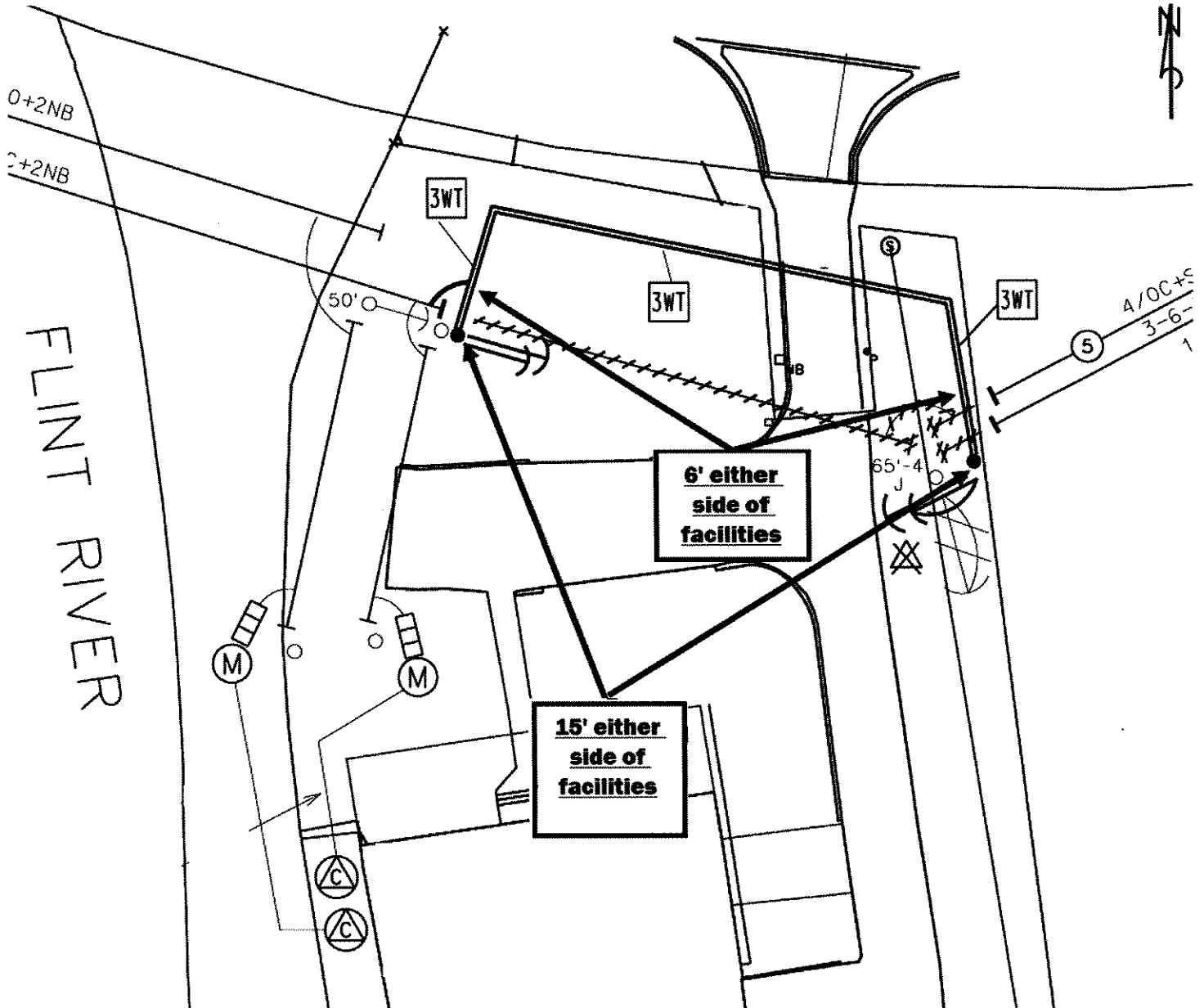
Also known as: 2301 University Avenue, Flint, Michigan, 48501

Parcel ID: 40-14-279-002

EXHIBIT B

Easement Area

Being 15.00 feet on each side of the centerline of the line constructed on Owner's Land, the centerline to be located approximately as shown in the attached drawing and Being 6.00 feet on each side of the centerline of the line constructed on Owner's Land, the centerline to be located approximately as shown in the attached drawing.





250249-T

RESOLUTION NO.: _____

PRESENTED: 8-6-2025

ADOPTED: _____

**Resolution Approving Consumers Energy Easement for
Electric Facilities (Parcel ID: 41-19-401-024)**


Consumers Energy has requested that the City of Flint grant an easement for electric facilities on a parcel owned by the City of Flint (Parcel ID: 41-19-401-024).

The easement is necessary for Consumers Energy to relocate an existing high voltage line to accommodate planned improvements to Interstate 475. This will allow Consumers Energy to move the existing line to exit the south side of the parcel and to install guy wires to secure the existing pole.

In return for the City of Flint granting the easement, Consumers Energy will pay the City of Flint Two Thousand Four Hundred Seventy-Nine and 34/100 Dollars (\$2,479.34).

IT IS RESOLVED that the Flint City Council approves the Easement for Electric Facilities between the City of Flint and Consumers Energy Company (Agreement# MI00000083214).


FOR THE CITY:



Clyde D. Edwards (Jul 30, 2025 15:10:49 EDT)
Clyde Edwards, City Administrator

FOR THE CITY COUNCIL

APPROVED AS TO FORM:



Joseph Kuptz (Jul 29, 2025 14:42:31 EDT)
Joseph N. Kuptz, Chief Deputy City Attorney



CITY OF FLINT

**** STAFF REVIEW FORM ****

Effective: July 1, 2025

TODAY'S DATE: July 29, 2025

BID/PROPOSAL#

AGENDA ITEM TITLE: Resolution Approving Consumers Energy Easement for Electric Utilities (Parcel ID: 41-19-401-024)

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

VENDOR NAME: Consumers Energy Company

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

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.

Note – response to include: (Why was the vendor selected? What qualifies the vendor to do the work? Cite any past history of work with the City of Flint. Discuss how we will evaluate performance.

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In return for the City of Flint granting the easement, Consumers Energy will pay the City of Flint \$2,479.34.

PROCUREMENT (MUST BE SPECIFIED) – Consumers Energy is the only provider that can provide this service.

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: July 1, 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

N/A.

Section III.

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

The granting of this easement by the City of Flint to Consumers Energy will allow the Michigan Department of Transportation to proceed with planned improvements to Interstate 475, a vital transportation corridor through the City of Flint.



CITY OF FLINT

**** STAFF REVIEW FORM ****

Effective: July 1, 2025

Section IV: FINANCIAL IMPLICATIONS:

IF ARPA related Expenditure:

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

Note – response to include: (What percentage of the account is being allocated for this purpose and a justification for that amount? Is there an expectation to use more dollars from this account for this purpose? When?

The City of Flint will receive \$2,479.34 from Consumers Energy in exchange for the City of Flint granting the easement.

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

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 _____



CITY OF FLINT

**** STAFF REVIEW FORM ****

Effective: July 1, 2025

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 ☐ - Easement only.

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	Abdul A. Khandker, Ph.D., P.E.	810.766.7135 x2602
2		
3		

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

DEPARTMENT HEAD SIGNATURE: 
Joseph Kuptz (Jul 29, 2025 14:42:31 EDT)

Joseph N. Kuptz, Chief Deputy City Attorney

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

EASEMENT FOR ELECTRIC FACILITIES

LN043C & 105R GMI RELO 4 STR 05

SAP# 44151383

Agreement# MI00000083214

CITY OF FLINT, a Michigan municipal corporation, whose address is 1101 South Saginaw Street, Flint, Michigan, 48502 (hereinafter "Owner")

for \$1.00 and other good and valuable consideration [exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to MCLA 207.526(f)] grants and warrants to

CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, Michigan 49201 (hereinafter "Consumers")

a permanent easement to enter Owner's land (hereinafter "Owner's Land") located in the City of Flint, County of Genesee, and State of Michigan as more particularly described in the attached Exhibit A and to construct, operate, maintain, inspect (including aerial patrol), survey, replace, reconstruct, improve, remove, relocate, change the size of, enlarge, and protect a line or lines of electric facilities in, on, over, under, across, and through a portion of Owner's Land (hereinafter "Facility Easement Area") described in the attached Exhibit C, together with any pole structures, poles, or any combination of same, wires, cables, conduits, crossarms, braces, guys, anchors, transformers, electric control circuits and devices, location markers and signs, communication systems, utility lines, protective apparatus and all other equipment, appurtenances, associated fixtures, and facilities, whether above or below grade, useful or incidental to or for the operation or protection thereof, and also the right from time to time hereafter to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation and to conduct such other activities within the Facility Easement Area as may be reasonably necessary in connection therewith as determined by Consumers for the purpose of transmitting and distributing electricity, and also the right, from time to time hereafter, to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, roots, or other vegetation within a portion of Owner's Land (hereinafter "Protection Easement Area") described in the attached Exhibit D, which Consumers, in its sole discretion, determines both are of a species capable of obtaining a height of 35 feet or taller and which may endanger Consumers' facilities, and also the right from time to time to construct, operate, inspect, maintain, replace, improve, and remove guy stub anchor poles, guy wires, and anchors, and other components on, over, and across a portion of "Owner's Land," (hereafter "Guy Anchor Easement Area") described in the attached Exhibit E.

Access: Consumers shall have the right of unimpeded ingress and egress on, over, and through the Facility Easement Area, the Guy Anchor Easement Area, and the Protection Easement Area for any and all purposes necessary, convenient, or incidental to the exercise by Consumers of the interests and rights granted hereunder and for access to and from its facilities and easements located on neighboring lands, and Owner's activities and any rights Owner grants to any person or entity in the future, shall not, currently or prospectively, disturb, interfere, or limit any rights granted herein to Consumers or Consumers' ability to access its facilities.

Trees and Other Vegetation: Owner shall not plant any trees within the Facility Easement Area or Guy Anchor Easement Area without a prior written agreement executed by Consumers' Real Estate Department expressly allowing the aforementioned.

Buildings/Structures: Owner agrees not to build, create, construct, or permit to be built, created, or constructed, any obstruction, building, septic system, drain field, fuel tank, pond, swimming pool, lake, pit, well, foundation, engineering works, installation or any other type of structure within 20 feet on each side of the Reference Line as described in the attached Exhibit B or within the Guy Anchor Easement Area, whether temporary or permanent, natural or man-made, with the exception of those items listed on the attached Exhibit F, without a prior written agreement executed by Consumers' Real Estate Department expressly allowing the aforementioned.

Restoration: Consumers shall restore as reasonably as practical all that portion of Owner's Land damaged by Consumers during the original installation, maintenance, repair, replacement, and removal of Consumers' facilities on Owner's Land pursuant to its easement rights to the condition existing immediately prior to the damage to Owner's Land; provided however, the provisions of this paragraph shall not apply to anything located within the Guy Anchor Easement Area, Facility Easement Area, and/or Protection Easement Area in violation of any provisions contained in this Easement for Electric Facilities nor to anything removed, trimmed, cut down, or controlled pursuant to Consumers' easement rights.

Ground Elevation: Owner shall not materially alter the ground elevation within 20 feet on each side of the Reference Line as described in the attached Exhibit B or within the Guy Anchor Easement Area, without a prior written agreement executed by Consumers' Real Estate Department expressly allowing the aforementioned.

Exercise of Easement: Consumers' nonuse or limited use of its easement rights shall not preclude Consumers' later use of its easement rights to their full extent.

Ownership: Owner covenants with Consumers that they are the lawful fee simple owner of Owner's Land, and that they have the right and authority to make this grant, and that they will forever warrant and defend the title thereto against all claims whatsoever.

Successors: This Easement for Electric Facilities shall bind and benefit Owner's and Consumers' respective heirs, successors, lessees, licensees, and assigns.

Counterparts: This Easement for Electric Facilities may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It is not necessary that all parties execute any single counterpart if each party executes at least one counterpart.

Date: _____ Owner: CITY OF FLINT, a Michigan municipal corporation

Signature

By: _____
Print Name

Its: _____
Print Title

Acknowledgment

The foregoing instrument was acknowledged before me in _____ County, Michigan,
on _____ by _____ of _____
Print Name Print Title

City of Flint, a Michigan municipal corporation, on behalf of the corporation.

Notary Public

Print Name

County, Michigan

Acting in _____ County

My Commission expires: _____

Prepared By:
Sarah Allbee, 02/05/2025
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201
Project Manager: Lezlee Watkins

After recording, return to:
Carrie Main, EP7-464
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

EXHIBIT A

Owner's Land

Land situated in the City of Flint, County of Genesee, State of Michigan:

Part of the Southeast 1/4 of the fractional Section 19, Town 7 North, Range 7 East; Commencing at the Northwestern corner of Newcombe Place No. 2; thence North 01 degrees, 52 minutes, 28 seconds West along the North and South 1/4 line of said Section, 1522.60 feet; thence North 88 degrees, 07 minutes, 32 seconds East 40.00 feet for the Point of Beginning; thence South 38 degrees, 43 minutes, 28 seconds East 257.22 feet; thence South 08 degrees, 52 minutes, 28 seconds East 40.18 feet; thence South 38 degrees, 43 minutes, 28 seconds East 756.56 feet; thence North 01 degrees, 06 minutes, 28 seconds West 32.77 feet; thence North 01 degrees, 04 minutes, 00 seconds West 65.80 feet to the Southwesterly line of Chesapeake and Ohio Railroad Right-of-Way; thence North 38 degrees, 43 minutes, 28 seconds West along said Southwesterly line 1023.66 feet to the Easterly line of Grand Traverse Street; thence South 01 degrees, 52 minutes, 28 seconds East 66.50 feet to the Point of Beginning; Except that part lying Southeasterly of the Westerly Right-of-Way line of Highway I-475; Also except that part lying Southerly of a line 27.00 feet Northerly from and equal with the construction line of the North bound Service Road. (Note: The construction line of the North bound Service Road recorded Deed and description on 2/5/68, Liber 1666, Page 180 on transfer #173299. The Westerly Right-of-Way line of Highway I-475 is described as follows: Beginning at a point on the Northerly line of said Plat, 13.00 feet, South 88 degrees, 54 minutes, 29 seconds West from the Northwestern corner of Lot 852 of said Plat; thence North 01 degrees, 54 minutes, 07 seconds West 152.11 feet; thence North 32 degrees, 50 minutes, 20 seconds East 265.29 feet; thence North 40 degrees, 48 minutes, 52 seconds East 109.56 feet; thence North 27 degrees, 46 minutes, 45 seconds East 167.71 feet; thence North 36 degrees, 01 minutes, 27 seconds East to the Point of Ending on the Southwesterly line of said Railroad Right-of-Way.)

Parcel ID: 41-19-401-024

EXHIBIT B

Reference Lines

Legal Description: Reference Line

The Reference Line will be the centerline of Consumers' electric facilities to be constructed on or near Owner's Land approximately located along a line described as:

Commencing at a point, now known as Reference Point A, not more than 1705 feet nor less than 1655 feet North of the South line of Section 19, Town 7 North, Range 7 East, Burton Township, Genesee County, Michigan at a point not more than 500 feet nor less than 450 feet East of the North and South 1/4 line of said Section 19; thence Southwesterly to a point, now known as Reference Point B not more than 1485 feet nor less than 1435 feet North of the South line of said Section 19, at a point not more than 340 feet nor less than 290 feet East of the North and South 1/4 line of said Section 19; thence Southeasterly to a point, now known as Reference Point C not more than 1090 feet nor less than 1040 feet North of the South line of said Section 19 at a point not more than 660 feet nor less than 610 feet East of the North and South 1/4 line of said Section 19; thence East to a point, now known as Reference Point D at a point not more than 1090 feet nor less than 1040 feet North of the South line of said Section 19 at a point not more than 1000 feet nor less than 950 feet East of the North and South 1/4 line of said Section 19.

Legal Description: Guy Anchor Reference Line

The Guy Anchor Reference Line will be the centerline of Consumers' guy stub anchor pole(s), guy wire(s), and anchor(s), and other components to be constructed on or near Owner's Land approximately located along a line described as:

Also; from Reference Point A; thence Northeasterly and Southeasterly not more than 50 feet.
Also; from Reference Point B; thence Northwesterly and Southwesterly not more than 50 feet.
Also; from Reference Point C; thence West and Southeasterly not more than 50 feet.
Also; from Reference Point D; thence Northwesterly and East not more than 50 feet.

EXHIBIT C

Facility Easement Area

All that portion of Owner's Land that lies within 40.00 feet of the Reference Line described in Exhibit B.

EXHIBIT D

Protection Easement Area

All that portion of Owner's Land that lies within the two 40-foot-wide strips of land located on each side of and adjacent to the Facility Easement Area.

EXHIBIT E

Guy Anchor Easement Area

All that portion of Owner's Land that lies within 10.00 feet of the Guy Anchor Reference Line described in Exhibit B.

Construction Work Agreement	Date:	Agreement #: MI83214	SAP#: LNDC#44151383
Project: LN043C & 105R GMI RELO	Parcel #: 41-19-401-024	TRN:	Line list #:

Scope of Work: Consumers will be performing work associated with the installation/maintenance of an electric line on or near Owner's Land being part of SE ¼, Section 19, Township 07N, Range 07E in Genesee County, MI.

1. Larger (as determined by Consumers) trees and limbs will be cut into 8-feet to 18-feet lengths and stacked along the Right-of-Way.

2. Smaller trees, limbs, and brush will be mowed, chipped, and spread OR windrowed if the area cannot be mowed and chipped, as determined by Consumers.

3.

4.

Additional Details: _____

The undersigned hereby agree the above is a full and accurate account of Work to be completed on Owner's Land and associated conditions.

CONSUMERS ENERGY COMPANY

CITY OF FLINT

By: Rebecca Robinson

By: _____

Title: Consumers ROW Agent

Address: 1101 S Saginaw St.

City/State/Zip: Flint, MI 48502

Phone: _____

By: Jesse Thomas

Title: Acquisition Senior Project Manager